



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
November 16, 2021 – 6:00 p.m.
Location: Virtual Meeting
Novato, California

Information about and copies of supporting materials on agenda items are available for public review at 999 Rush Creek Place, Novato, at the Reception Desk, or by calling the District Secretary at (415) 897-4133. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

ATTENTION: This will be a virtual meeting of the Board of Directors pursuant to Assembly Bill 361 issued by the Governor of the State of California.

There will not be a public location for participating in this meeting, but any interested member of the public can participate telephonically by utilizing the dial-in information printed on this agenda.

Video Zoom Method

CLICK ON LINK BELOW:

Go to: <https://us02web.zoom.us/j/82191971947> OR

Password: 466521

SIGN IN TO ZOOM:

Meeting ID: 821 9197 1947

Password: 466521

Call in Method:

Dial: +1 669 900 9128
+1 253 215 8782
+1 346 248 7799
+1 301 715 8592
+1 312 626 6799
+1 646 558 8656

Meeting ID: 821 9197 1947#

Participant ID: #

Password: 466521#

For clarity of discussion, the Public is requested to MUTE except:

1. During Open Time for public expression item.
2. Public comment period on agenda items.

Please note: In the event of technical difficulties during the meeting, the District Secretary will adjourn the meeting and the remainder of the agenda will be rescheduled for a future special meeting which shall be open to the public and noticed pursuant to the Brown Act.

All times are approximate and for reference only.
The Board of Directors may consider an item at a different time than set forth herein.

Est. Time	Item	Subject
6:00 p.m.	CALL TO ORDER	
	1.	PRESENTATION BY SCWA ON REGIONAL WATER SUPPLY RESILIENCY STUDY
	2.	APPROVE MINUTES FROM REGULAR MEETING , November 2, 2021
	3.	GENERAL MANAGER'S REPORT
	4.	OPEN TIME: (Please observe a three-minute time limit) This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	5.	STAFF/DIRECTORS REPORTS
	6.	MONTHLY PROGRESS REPORT
	7.	QUARTERLY FINANCIAL STATEMENT
	CONSENT CALENDAR The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.	
	8.	Consent - Approve: Re-Authorizing Meetings by Teleconference of Legislative Bodies of North Marin Water District Resolution
	ACTION CALENDAR	
	9.	Approve: Stafford Lake Backfeeding – 2022 Water Year
	10.	Approve: Consulting Services Agreement for Drought Surcharge Study with Hildebrand Consulting
	11.	Approve: Consulting Services Agreements with West Yost Associates, GHD and EKI Environment & Water
	INFORMATION ITEMS	
	12.	Kastania Pump Station Rehabilitation Project, including the Draft 2021 Kastania Pump Station Transfer Agreement and the Draft 2021 Amended and Restated Interconnection Agreement Between North Marin Water District and Marin Municipal Water District
	13.	FY 2021/22 First Quarter Progress Report – Water Conservation
	14.	FY 2019 through FY 2021 Stafford Dam Activities Report
	15.	Cyber Security Evaluation and Plan Update
	16.	North Bay Water Reuse Authority Board Meeting – September 27, 2021
	17.	NBWA Meeting – November 5, 2021
	18.	MISCELLANEOUS Disbursements – Dated November 4, 2021

All times are approximate and for reference only.

The Board of Directors may consider an item at a different time than set forth herein.

Est. Time	Item	Subject
		Disbursements – Dated November 11, 2021
		Point Reyes Light -Salinity Notice – November 4, 2021
		Point Reyes Light - Salinity Notice – November 11, 2021
		Marin IJ – NMWD AD No. 1 -Did you know? – November 9, 2021
		Marin IJ – NMWD AD No. 2 -Did you know? – November 12, 2021
		<u>News Articles:</u>
		Marin IJ – Marin County Drought Tracker - October 30, 2021
		Marin IJ – Marin County Drought Tracker - November 6, 2021
		Marin IJ – Recent rains bring drought relief
		Marin IJ – Upgrade Sonoma wells could help Marin supply – COPING WITH DROUGHTS
		Marin IJ – Appeal fails in battle on well – NORTH MARIN WATER DISTRICT
		Marin IJ – Storms hike water supply, but conservation still urged
		<u>Social Media Posts:</u>
		NMWD Web and Social Media Report – October 2021
	19.	<i>CLOSED SESSION: In accordance with California Government Code Section 54957 for Public Employee Performance Evaluation (One), Title: General Manager</i>
8:30 p.m.	20.	<i>ADJOURNMENT</i>

1

MEMORANDUM

To: Board of Directors
From: Drew McIntyre, General Manager
Subject: Regional Water Supply Resiliency Study Presentation

November 12, 2021


t:\gm\bod misc 2021\regional water supply resiliency study presentation\memo 11.12.2021.doc

In October, 2020 the Sonoma County Water Agency (SCWA) approved a water contractor funded \$600,000 Regional Water Supply Resiliency Study. The objective of the Study is to develop a regional water supply decision support tool that can be used to evaluate the impacts from short- and long-term water shortages (such as seismic and drought events) and develop operational strategies and water supply capital projects to improve the region's water supply resiliency. The decision support tool is a planning-level model framework that considers the collective built infrastructure, water supplies, and operations of SCWA and its water contractors. It is anticipated that the Study will identify projects that SCWA and its water contractors could implement and also pursue grant funding.

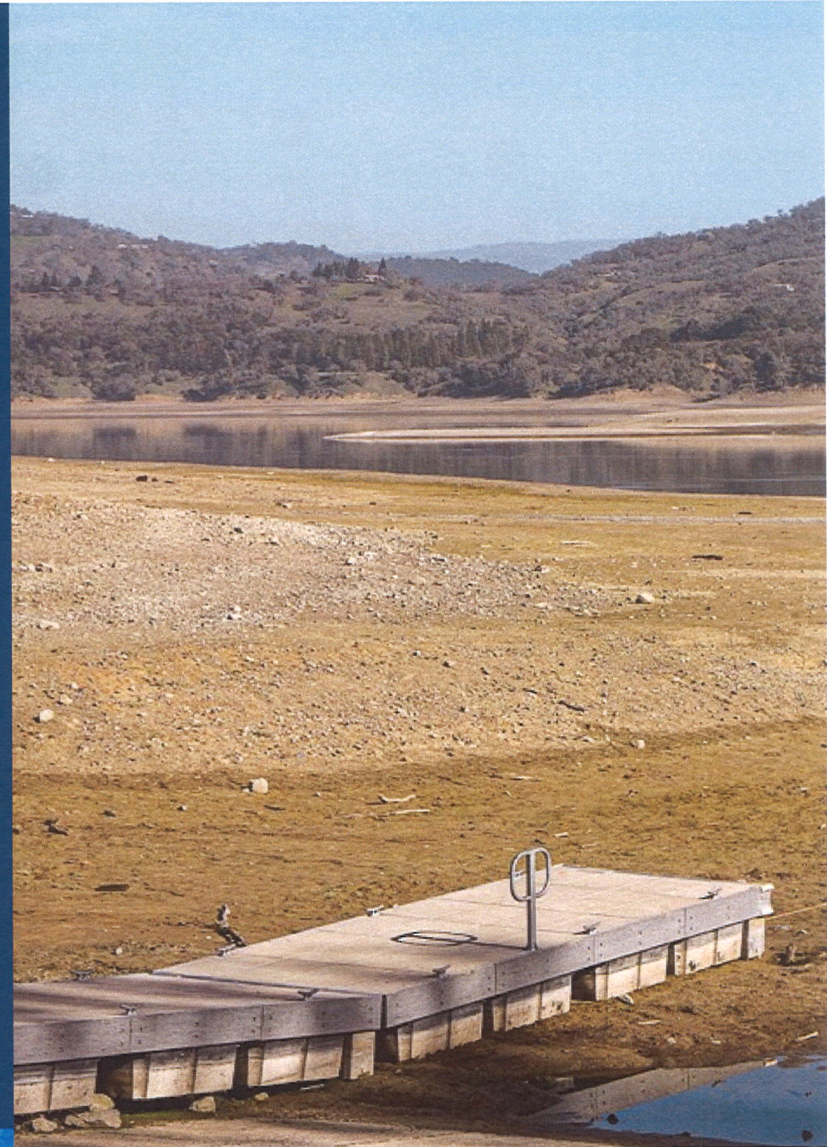
This multi-year Study is being performed by Jacobs Engineering Group (Jacobs) and is scheduled to be complete by Summer 2022. Due to the record two-year (2020 – 2021) drought, Jacobs was requested to accelerate their work to focus on identifying potential near term drought resiliency projects that could be implemented this Fall to provide more water supply given the low storage levels in Lake Sonoma and uncertainty of rainfall this winter. Jay Jasperse, SCWA Chief Engineer will provide a presentation on the work performed to-date by Jacobs and discuss the various immediate drought management projects that are underway including: (1) Santa Rosa Plain Water Supply Resiliency Project, (2) Capturing natural flows in the Russian River and (3) Forecast Informed Reservoir Operation for Lake Sonoma.

A copy of Mr. Jasperse presentation is provided as Attachment 1. In addition, a related Marin IJ article entitled "Upgraded Sonoma Wells Could Help Marin Supply" is included in the board packet under Miscellaneous.

Regional Water Supply Resiliency Study

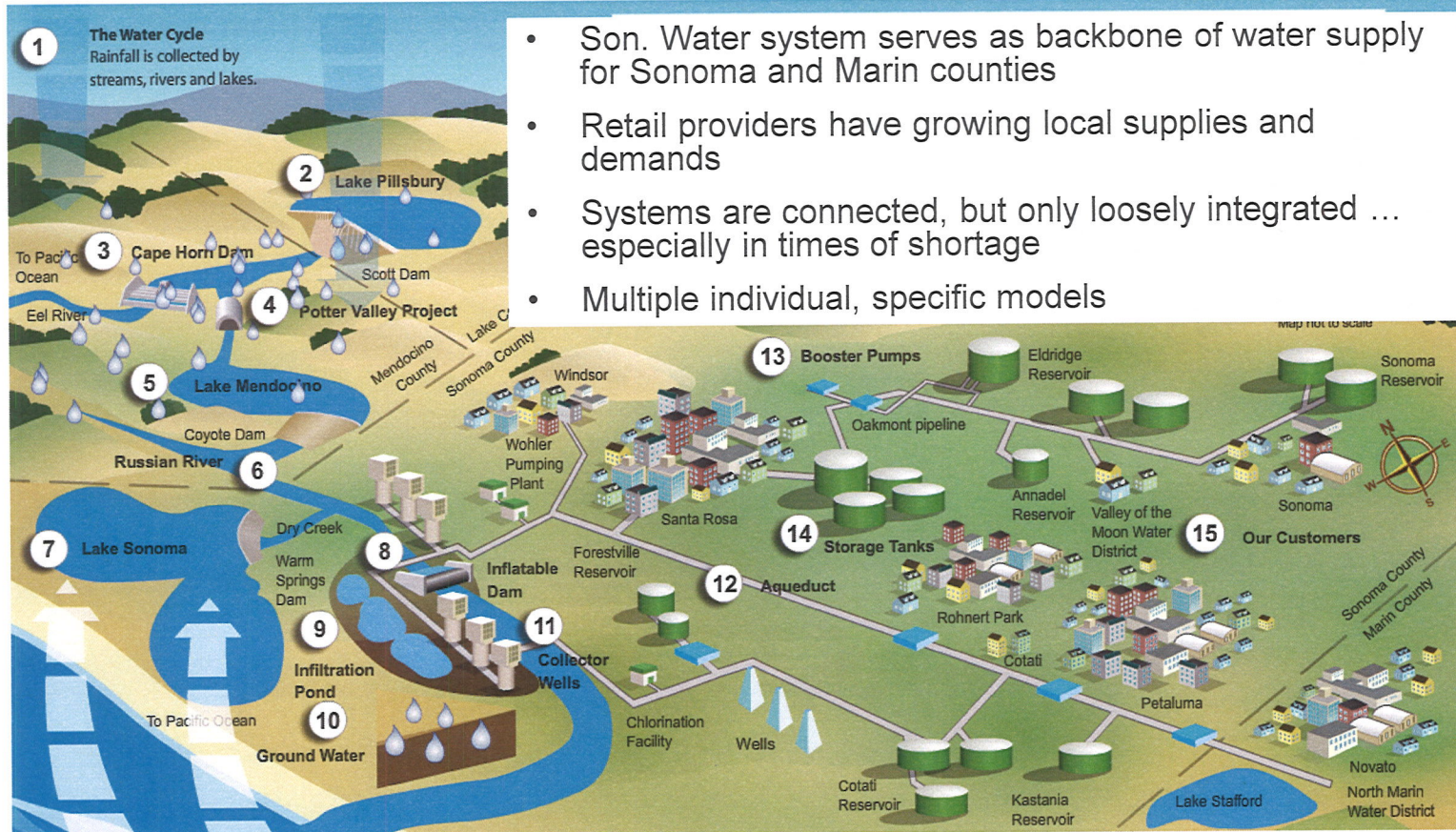
North Marin Water District Board of
Directors Meeting
November 16, 2021

Jay Jasperse, Sonoma Water
Chief Engineer & Director of Groundwater Management



*Please note: This item has been updated to reflect the most current information.

Complex Inter-Connected System



- Son. Water system serves as backbone of water supply for Sonoma and Marin counties
- Retail providers have growing local supplies and demands
- Systems are connected, but only loosely integrated ... especially in times of shortage
- Multiple individual, specific models

Sonoma Water Resiliency Study

Resiliency Study seeks to:

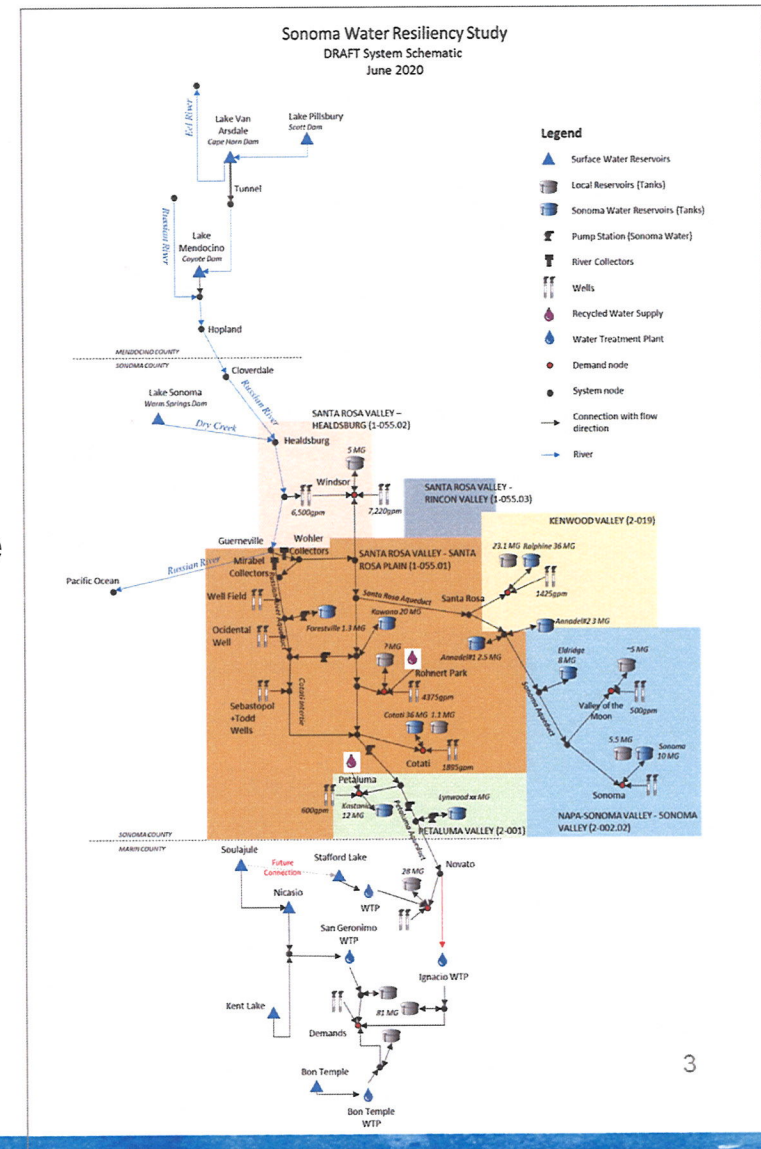
- ID key factors impacting regional water supply resiliency,
- evaluate the current levels of resiliency without jurisdictional constraints,
- develop decision support framework model & process
- ID opportunities to improve regional resilience in the future

First of a kind look at the Integrated Regional System

- Russian River & Potter Valley Project (Eel River)
- Sonoma Water “backbone” system
- 9 retail customer systems/ & 6 groundwater basins
- local supplies & recycled water
- multiple risk drivers



©Jacobs 2019



Resiliency Study Project Overview

PHASE 1:
Work Plan and
Scoping Document

PHASE 2:
Development and
Implementation
of Decision Support Tool

PHASE 3:
Modification and Maintenance
of Decision Support Tool

6 -9 months

18 months

24 months



Work Plan for Phase 2 Outlines Tasks

Due to Drought: Elected to fast-track drought scenarios ahead of other shortage scenarios (e.g., seismic)

Task 1 - Confirm and Develop Scenarios

Task 2 - Develop Regional and Sub-Regional Resiliency Metrics

Task 3 - Develop Decision Support Model

Task 4 - Conduct Baseline Model Simulations

Task 5 - Develop Adaptation Strategies

Task 6 - Conduct Model Simulations with Adaptation Strategies

Task 7 - Evaluate and Prioritize Adaptation Strategies

Task 8 - Prepare Resiliency Study Report

Task 9 - Stakeholder Engagement

Task 10 - Project Management

Preparing scenarios, metrics, and DSM development

Evaluating baseline level of resilience

Developing and evaluating adaptation strategies to improve resilience

Report preparation, stakeholder engagement, and project management

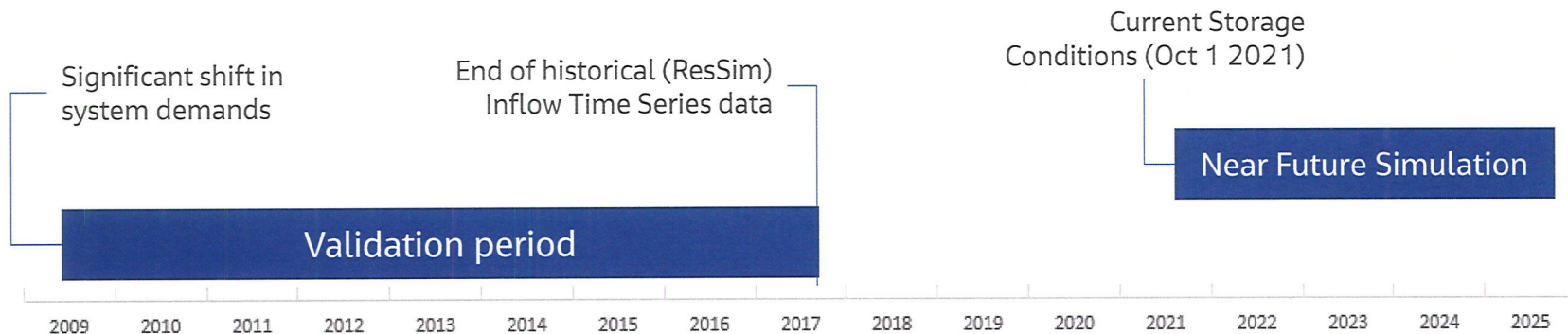
Decision Support Model

- Model that Integrates 3 major systems,
 - Russian River and Potter Valley Project
 - Sonoma Transmission System
 - Retail Customer Systems
- Main Model Inputs
 - Reservoir and River flows
 - Member agency demands
 - Maximum Member Agency local supplies available
- Model rules delivers supplies to member agencies
 - Rules decide priority of supplies used by member agencies



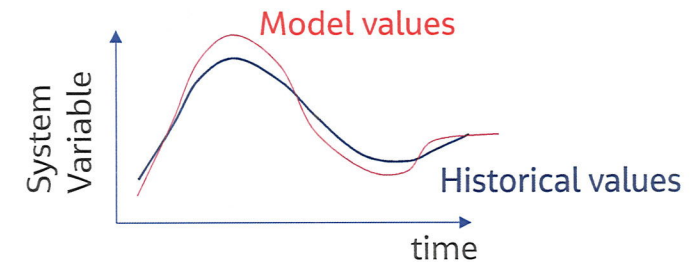
Model Validation Assumptions

- Member Agencies groundwater, recycled water, and surface water **supplies** were set to what was **delivered** to member agencies in the past.
- Historical inflow to the system provided by ResSim model and historical inflow to MMWD reservoirs also provided by MMWD GoldSim Model.
- Historical Member agencies model demands set as historical Member Agency deliveries.

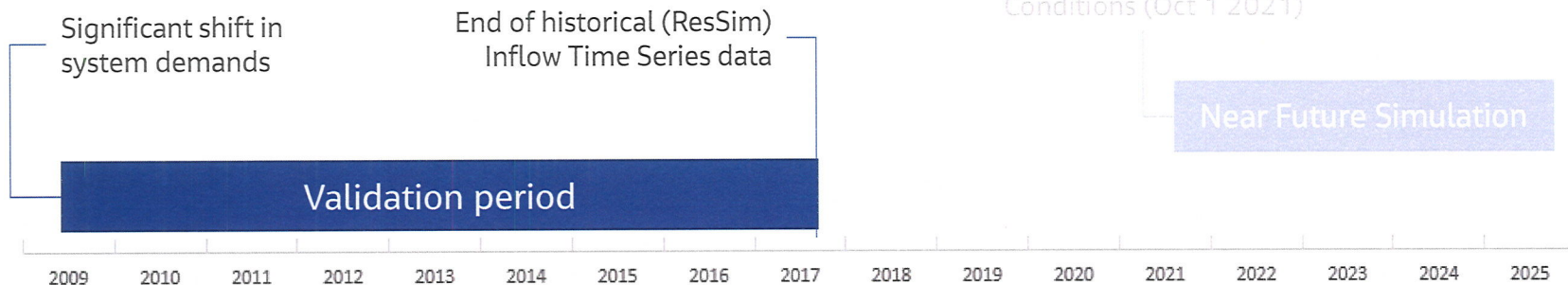


Model Validation Results

- Validation = Comparison between Model results and historical values (storage, deliveries and flows)
- Checks:
 - Russian River Storage Operation - Mendocino and Sonoma storages
 - Russian River diversions - Collectors
 - Member agency deliveries
 - Split of groundwater, recycled water and local surface water delivered to agencies



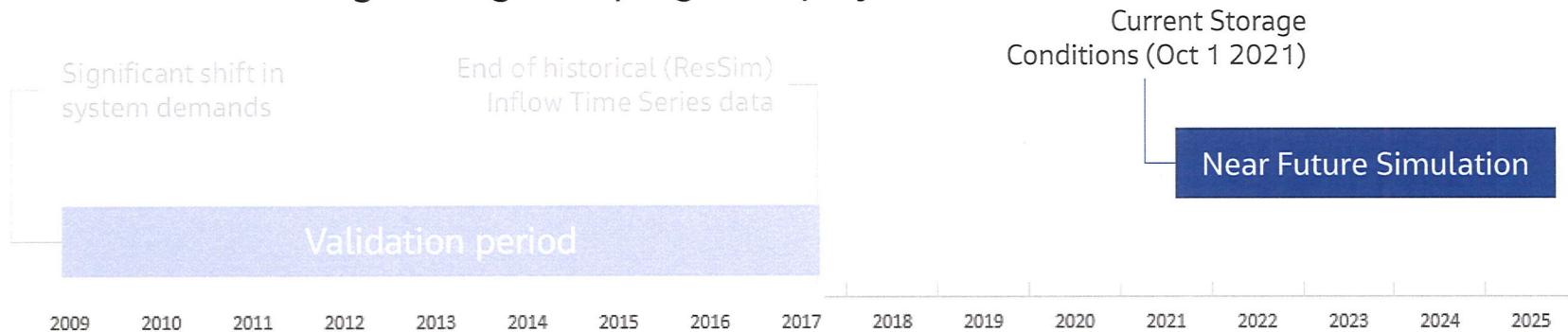
Status: Complete



Drought Scenario Forecasting

- Drought Scenarios:
 - 2020-2021 drought plus 1976-1980 (includes 1976-1977 drought)
 - Stochastic analysis (5-year interval)
 - 20 Climate forecasts per California 4th Climate Assessment
- Identify drought impacts
- Re-run model with drought mitigation programs/projects

Status: In process



Survey of Range of Drought Management Options

- Jacobs met with most retail customers to develop initial ideas on range of drought management options
- Synthesized options into 4 major categories
 - Increase supply
 - Reduce demand
 - Improve operations
 - Modify policy and regulations



Initial Synthesis of Drought Water Management Options

▪ Increase Supply

- *Regional groundwater bank* (Santa Rosa Plain, Sonoma Valley, Petaluma, Novato)
- Alexander Valley FloodMAR
- Sonoma Developmental Center water supply and forebay for groundwater recharge
- Expand potable reuse
- *Increase groundwater production* (new or rehabilitated wells)
- Ocean desalination and/or brackish water desalination
- Interconnection with Bay Area supplies (water transfers)

▪ Reduce Demand

- *Water conservation and water use efficiency in agricultural, municipal, and CII sectors*

▪ Improve Operations

- *Kastania Pump Station improvements*
- Expand surface storage (Lake Stafford weir, sediment removal)
- Lake Sonoma Forecast Informed Reservoir Operations (FIRO)
- Increase recycled water storage
- Storage operational management levels
- Lake Mendocino variable gates and outlet channel improvements

▪ Modify Policy and Regulations

- *Regulatory flexibility through TUCPs*

Evaluation Criteria for Comparing Drought Mitigation Options

- Performance
 - Reduction in projected shortage
 - Storage levels above thresholds
 - Benefits to regional system
 - Evaluation Criteria
 - Cost
 - Timing for Implementation
 - Environmental impacts
 - Feasibility
 - Energy use
 - Permitting Legal
 - Performance, cost, and timing criteria will be evaluated quantitatively (with ranges)
 - Other criteria will be evaluated qualitatively
-

Early Simulation Results

- Early simulations of drought management options
- Using 10/1/21 & 11/1/21 initial storage conditions and simulating through 9/30/26 (WY 2022-2026)
- Hydrology represents an extreme stress test of WY 1976-80 conditions
- Shortage occurs primarily in 2023 and extends into 2024
- Total cumulative baseline shortage is ~38,000 AF (Oct 1, 2021 conditions)
- Total cumulative baseline shortage is ~32,000 AF (Nov 1, 2021 conditions)
- Near-Term Drought Management reduces shortages ~34,200 AF

Near-Term Drought Resiliency/Response Actions

- Regional conservation measures (20%)
- Maximize use of natural flows from Russian River system
- Kastania Booster Station
- Increase groundwater extraction & implement groundwater banking
- Evaluate system inter-connections

Next Steps

Work with TAC:

- Finalize Decision Support Model simulations & assessment of drought options
- Technical memorandum on drought assessment
- Identify near-term & longer-term measures to build drought resiliency
- Ultimately, evaluate other water supply shortage drivers (e.g., seismic hazards)



2

DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
November 2, 2021

CALL TO ORDER

President Grossi announced that due to the Coronavirus outbreak and pursuant to the Brown Act as modified by Assembly Bill 361, this was a virtual meeting. President Grossi called the regular meeting of the Board of Directors of North Marin Water District to order at 6:00 p.m. and the agenda was accepted as presented. President Grossi added that there was not a public location for participating in this meeting, but any interested members of the public could participate remotely by utilizing the video or phone conference dial-in method using information printed on the agenda. President Grossi announced in the event of technical difficulties during the meeting, the District Secretary will adjourn the meeting and the remainder of the agenda will be rescheduled for a future special meeting which shall be open to the public and noticed pursuant to the Brown Act.

President Grossi welcomed the public to participate in the remote meeting and asked that they mute themselves, except during open time and while making comments on the agenda items. President Grossi noted that due to the virtual nature of the meeting he will request a roll call of the Directors. A roll call was done, those in remote attendance established a quorum. Participating remotely were Directors Jack Baker, Rick Fraites, Jim Grossi, Michael Joly and Stephen Petterle.

President Grossi announced all public attendees will be invited to speak and will need to use the raised hand icon in Zoom or dial *9 to be called upon.

Mr. McIntyre performed a roll call of staff, participating remotely were Drew McIntyre (General Manager), Tony Williams (Assistant GM/Chief Engineer), Terrie Kehoe (District Secretary), Julie Blue (Auditor-Controller), Tony Arendell (Construction/Maintenance Superintendent) and Robert Clark (Operations/Maintenance Superintendent). Also participating remotely were Andy Beck (Fedak and Brown LLC) and IT consultant Kevin Cozart (Core Utilities).

President Grossi announced for those joining the virtual meeting from the public to identify themselves. Participating remotely was Keith Cunningham.

MINUTES

On motion of Director Joly seconded by Director Petterle, the Board approved the minutes from the October 19, 2021 Regular Board Meeting by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly and Petterle

36 NOES: None
37 ABSTAIN: None
38 ABSENT: None

39 **GENERAL MANAGER'S REPORT**

40 Recent Rainfall Events

41 Mr. McIntyre announced the large atmospheric river event over the weekend of October
42 23-24 brought over 7-inches of rain to Novato and more to our watershed. He stated while most
43 of the rainfall was absorbed into the dry soils, we did gain about three feet in Stafford Lake
44 elevation equating to ~300 AF of storage. Mr. McIntyre added as of yesterday, total rainfall to
45 date was 8.6 inches which equals the total rainfall recorded last winter. He noted since the third
46 week in October the Stafford Lake level has increased 4.3 feet equating to ~500 AF of additional
47 storage. Mr. McIntyre reported Lake Sonoma increased storage by ~14,000 AF. He emphasized
48 while these recent storms have produced significant rainfall, they do not break the multi-year
49 drought. He noted our need for continued conservation prevails as overall storage in Lake
50 Sonoma is still at historically low levels.

51 Sonoma County Water Agency (SCWA) Amended Temporary Urgency Change Order
52 (TUCO)

53 Mr. McIntyre reported on October 22, 2021 the State Water Board amended the TUCO by
54 suspending the cumulative diversion reduction requirement of 20% while natural flows are
55 available on the Russian River. He added this suspension is likely to extend through November
56 30th as a minimum. Mr. McIntyre noted although the diversion reduction mandate has been
57 suspended, the agency continues to call for continued 20% conservation recognizing the record
58 low storage level in Lake Sonoma.

59 Potter Valley Project (PVP) PG&E Transformer Update

60 Mr. McIntyre referred to an article under miscellaneous that provided a summary of the
61 Potter Valley powerhouse transformer failure problem. He informed the Board that the
62 transformer is estimated to cost five to ten million dollars to replace and take at least eighteen
63 months. Mr. McIntyre added, as a result of this news there is a lot of discussion about reduced
64 Eel River water transfers into Lake Mendocino this winter since the powerhouse will not be able
65 to generate power.

66 Director Grossi asked how much water was diverted in a normal year. Mr. McIntyre replied
67 if the powerhouse is functional winter diversion rates are about 240 cfs. He added that there is

the potential for 130 cfs to be diverted using the bypass facility however PGE has not committed to diverting any flow above the 45 cfs required to serve Potter Valley.

Director Joly asked what the percentage of capacity was in both Lake Sonoma and Lake Mendocino. Mr. McIntyre responded Lake Sonoma was at 40% and Lake Mendocino was at 32%, adding Lake Pillsbury was at 47,000 AF.

OPEN TIME

President Grossi asked if anyone from the public wished to bring up an item not on the agenda and there was no response.

STAFF/DIRECTORS REPORTS

President Grossi asked if any Directors or staff wished to bring up an item not on the agenda and the following was discussed.

Mr. Clark provided an update on the West Marin Low Sodium Water Fill Station. He stated low saline potable water was provided for the last four weeks. Mr. Clark noted there has been four consecutive weeks with system wide sodium levels lower than 115mg/L, therefore the District will discontinue fill station operation on November 5th.

ACTION ITEMS

RE-AUTHORIZING MEETINGS BY TELECONFERENCE OF LEGISLATIVE BODIES OF NORTH MARIN WATER DISTRICT

The continuation of the Board of Directors meetings by Teleconference was discussed. Mr. McIntyre proposed re-authorizing meetings by teleconference, proclaiming that due to the ongoing public health State of Emergency remote meetings should continue. He stated Resolution 21-26 will extend the continuation of teleconference meetings thirty more days effective November 2, 2021 through December 2, 2021 pursuant to Brown Act provisions.

Director Grossi asked if the new mask mandate will have any impact. Mr. McIntyre replied his recommendation in the near term is to continue to have virtual meetings until there is more certainty on stable infection rates as we move into the holiday season and colder weather. He added that maintaining the recommended social distancing spacing is difficult in our small Board room setting. Mr. McIntyre asked the Board for their input, as to get a consensus of how the Board would like to hold future Board meetings. Director Petterle stated he attended the Marin County Board of Supervisors meeting earlier in the day and it was the first public hybrid meeting he had participated in. He noted the Board themselves wore no masks, but were separated from the public and the speakers took off their masks when they spoke. Director Petterle added otherwise the public wore masks and some attended remotely to help keep the number of people in attendance down. Director Grossi added that hybrid meetings are complicated, because often

people are talking over one another. He noted he was at a conference in Palm Desert with over five hundred people and it was all in person. Mr. McIntyre stated he will continue to monitor trends and, in the meantime, will continue to recommend re-authorizing meetings by teleconference every 30 days.

Director Joly asked out of the fifty-four employees at the District, what the vaccine rate was. Mr. McIntyre replied, he did not know the exact percentage, but he believes it is well above seventy percent.

Director Joly asked for an update on re-activation of SCWA groundwater wells. Mr. McIntyre replied that the first of three wells was up and running producing about 1.5 mgd.

Director Joly stated that at some point when it is safe to meet in a group, it would be nice to get together with entire staff and the Board. Mr. McIntyre agreed, stating we will not be getting together for the holidays; however, he hopes an event can be scheduled in Spring 2022.

President Grossi asked if there were any comments from the public and there were none.

On the motion of Director Petterle, and seconded by Director Fraites the Board adopted Resolution No. 21-26: "Resolution Finding Proclaimed State of Emergency, that Local Officials Continue to Recommend Physical Distancing, and that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees; and Re-Authorizing Meeting by Teleconference of Legislative Bodies of North Marin Water District from November 2, 2021 through December 2, 2021 Pursuant to Brown Act Provisions" by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: None

ACCEPT OUTSIDE AUDITOR'S FY 20/21 FINANCIAL REPORT AND MANAGEMENT REPORT

Ms. Blue stated the District worked with Fedak and Brown LLP this year and had a successful audit. She stated that the memo outlined the end of year account adjustments including Pension and Other Post-Employment Benefits. Ms. Blue reported all work by Fedak and Brown LLP was done remotely and she commended the District's accounting staff for all their hard work and dedicated service.

The FY 20/21 comprehensive annual financial report was presented by Andy Beck of Fedak & Brown LLP. Mr. Beck reported the audit was performed following proper audit and accounting standards. In addition, internal controls, methodologies and best practices were assessed. Mr. Beck noted the audit approach is to review supporting documents to make sure

they support the balances in the financial statements. He reported they did not identify any weaknesses and District staff has done excellent work and gave them the highest rating with no deficiencies.

Director Joly asked about the unrestricted revenue, if it was free to use without any restrictions, for example for pension benefits. Mr. Beck replied the restrictions would be from outside agencies and at this time there were none, the revenue is available for spending on providing water or to finance capital projects.

Director Petterle stated the previous auditors advised the Board about reserves. Mr. Beck replied that reserves are established by policy by the Board of Directors. Ms. Blue stated the District does have a Board approved reserve policy that is provided to the auditors when requested. Mr. McIntyre stated the District looked at the reserve policy during the 2020 Novato Water Rate Study and during the FY 20/21 budget cycle. He noted there was a graph included that demonstrated the current condition of the reserves as well as a forecast. Ms. Blue confirmed that it is also part of the financial planning process and staff looks at the reserves during the budget process.

Director Joly stated on that point, he would like to have a presentation fairly soon to show the cost of additional water supply and cost of the building renovation. Mr. Blue replied they do not have all the known costs yet, and if financial plans change staff will need to give an update to the Board. Director Grossi stated the District needs to have the ability to analyze the debt and look at these upcoming projects.

President Grossi asked if there were any comments from the public and there were none.

On the motion of Director Fraites, and seconded by Director Joly the Board accepted the Outside Auditor's FY21 Financial and Management Report by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: None

GALLAGHER WELL NO. 2 INSTALLATION – APPROVE BID ADVERTISEMENT

Mr. Williams reported this is for Phase 1 of the Gallagher Well No. 2 Project. He stated the scope of work for Phase 1 construction includes drilling of the new well, installation of the well and conductor casings, well screens and seals, and pump testing. Mr. Williams noted the preliminary engineer's estimate for Phase 1 of the project is \$80,000, including contingency. Mr. Williams added with Phase 2 of the project most of the work will be done by District crews, however Phase 1 requires a specialty contractor and well driller. He apprised the Board that once

the District secures the easement from the Gallagher family, we will be ready to start the project. Mr. Williams reported the challenge will be the availability of well drillers since they are currently in high demand. He noted if the schedule falls in place the District should have a fully operational well by mid-summer.

President Grossi asked if there were any comments from the public and there were none.

On the motion of Director Joly, and seconded by Director Petterle the Board authorized the bid advertisement for Gallagher Well No. 2 Phase 1 – Well Installation and Development by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: None

MISCELLANEOUS

The Board received the following miscellaneous items: Disbursements – Dated October 21, 2021, Point Reyes Light – Salinity Notice for October 21, 2021, Point Reyes Light – Salinity Notice for October 28, 2021, NOAA Three Month Precipitation Outlook – November, December, January, FY22 1st Quarter Labor Cost Report, Customer Email – Point Reyes Fill Station, Cal OES – Emergency Action Plan Approval – Novato Creek Dam, Marin IJ – Legal Notice – NMWD Summary of Emergency Water Conservation Ordinance 41 for the Novato Service Area, and Point Reyes Light – Legal Notice – NMWD Summary of Emergency Water Conservation Ordinance 39 for the West Marin Service Area.

The Board received the following news articles: Marin IJ – Marin County Drought Tracker; Marin IJ – Creating redundancy crucial for future of Marin water supply; Marin IJ – Approve water pipeline, push for other ways; Marin IJ – Marin rainfall year ends with dicey outlook ahead – DROUGHT; Maven Reports – This Just In...Governor Newsom Expands Drought Emergency; Statewide, Urges Californians To Redouble Water Conservation Efforts; The Mendocino Voice – Powerhouse down at Potter Valley Project, creating more uncertainty about its future; Point Reyes Light – Coastal commission rejects appeal of North Marin well; Marin IJ – Edicts to save water stiffen – DROUGHT; SFGATE – Top expert on California's atmospheric rivers: 'It can break the drought'; Marin IJ – Rain lifts hopes for suppliers of water; Marin IJ - MMWD tilts away from desal plant and Point Reyes Light – Storm brakes records, fills waterways.

Mr. McIntyre noted the Cal OES letter in reference to the Stafford Dam Emergency Action Plan approval. He added that there is a new requirement for all dam owners to have regular annual emergency training exercises moving forward.

204 Director Joly referred to the letter written by Laurie Monserrat and asked which employee
205 she was referring to. He stated he thought it was a wonderful comment made by our customer
206 and commended the employee for being so helpful and supportive to our customers. Mr. Clark
207 replied she was referring to our temporary employee Jose Ochoa. He stated Mr. Ochoa has been
208 helping with both the Residential Recycled Water Fill Station and the West Marin Low Sodium
209 Water Fill Station and his work has been outstanding. Director Joly asked Mr. Clark to tell Mr.
210 Ochoa the Board's appreciation for doing a great job. Director Grossi added it was good to hear
211 the great feedback.

212 **CLOSED SESSION**

213 President Grossi adjourned the regular session at 6:48 p.m. and the Board began the
214 closed session at 6:58 p.m. in accordance with Conference with Legal Counsel –Significant
215 Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2) One
216 Potential Case.

217 **OPEN SESSION**

218 Upon returning to the regular session at 7:25 p.m., President Grossi announced the Board
219 had not taken any reportable action during closed session.

220 **ADJOURNMENT**

221 President Grossi adjourned the meeting at 7:25 p.m.

222 Submitted by

223

224 Theresa Kehoe
225 District Secretary
226

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NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR October 2021
November 16, 2021

1.

Novato Potable Water Prod* - RR & STP Combined - in Million Gallons - FYTD

Month	FY21/22	FY20/21	FY19/20	FY18/19	FY17/18	22 vs 21 %
July	282.9	341.7	317.7	341.1	331.0	-17%
August	212.4	290.1	287.1	300.9	303.0	-27%
September	214.5	225.6	280.5	255.0	292.4	-5%
October	198.5	307.8	286.0	265.6	273.7	-36%
FYTD Total	908.2	1,165.2	1,171.2	1,162.6	1,200.1	-22%

West Marin Potable Water Production - in Million Gallons - FY to Date

Month	FY21/22	FY20/21	FY19/20	FY18/19	FY17/18	22 vs 21 %
July	6.0	8.2	8.9	10.2	9.5	-26%
August	5.7	9.2	8.4	9.9	8.8	-38%
September	5.9	7.9	7.8	9.5	8.4	-26%
October	5.1	6.7	7.5	8.3	7.9	-25%
FYTD Total	22.7	32.0	32.6	37.9	34.5	-29%

Stafford Treatment Plant Production - in Million Gallons - FY to Date

Month	FY21/22	FY20/21	FY19/20	FY18/19	FY17/18	22 vs 21 %
July	67.0	105.8	68.2	78.6	112.6	-37%
August	31.3	81.1	103.8	79.3	81.5	-61%
September	41.7	16.1	115.0	60.5	122.7	159%
October	28.2	7.7	103.4	74.5	102.3	266%
FYTD Total	168.1	210.7	390.3	292.9	419.1	-20%

Recycled Water Production* - in Million Gallons - FY to Date

Month	FY21/22	FY20/21	FY19/20	FY18/19	FY17/18	22 vs 21 %
July	42.9	39.0	36.5	30.2	27.7	10%
August	46.4	43.2	33.3	30.6	26.1	7%
September	34.6	29.5	29.7	33.5	25.0	17%
October	18.4	22.8	26.6	20.1	19.1	-20%
FYTD Total*	142.3	134.5	126.1	114.4	97.9	6%

*Excludes potable water input to the RW system: FY22=1.2 MG; FY21=24.7 MG; FY20=19.4; FY19=20.6 MG; FY18=15.8 MG

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2. **Stafford Lake Data**

	October Average	October 2021	October 2020
Rainfall this month	1.38 Inches	8.28 Inches	0.00 Inches
Rainfall this FY to date	1.70 Inches	8.29 Inches	0.07 Inches
Lake elevation*	181.1 Feet	181.0 Feet	178.4 Feet
Lake storage**	509 MG	507 MG	407 MG

* Spillway elevation is 196.0 feet

** Lake storage less 390 MG = quantity available for normal delivery

Temperature (in degrees)

	Minimum	Maximum	Average
October2021 (Novato)	55	111	74
October2020 (Novato)	46	108	75

3. Number of Services

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October 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY22	FY21	Incr %	FY22	FY21	Incr %	FY22	FY21	Incr %	FY22	FY21	Incr %
Total meters installed	20,794	20,787	0.0%	99	99	0.0%	798	791	0.9%	-	-	-
Total meters active	20,625	20,566	0.3%	96	94	2.1%	788	782	0.8%	-	-	-
Active dwelling units	24,097	24,084	0.1%	-	-	-	837	832	0.6%	235	235	0.0%

4. Oceana Marin Monthly Status Report (October)

Description	October2021	October2020
Effluent Flow Volume (MG)	0.560	0.528
Irrigation Field Discharge (MG)	0.000	0.605
Treatment Pond Freeboard (ft)	5.9	9.0
Storage Pond Freeboard (ft)	Dry	9.1

5. Developer Projects Status Report (October)

Job No.	Project	% Complete	% This month
1.2820.00	Bahia Heights	97	1
1.2831.00	Landsea Homes	96	1
1.2851.00	385 Bel Marin Keys	75	75
1.2841.00	Hamilton Village	96	1
1.2821.00	Atherton Place	98	0
1.2836.00	Residence Inn	10	25
1.2835.00	Springbrook	75	75

District Projects Status Report - Const. Dept. (October)

Job No.	Project	% Complete	% This month
1.1798.00	Replace Valves on Center Road	5	5
1.7162.06	New RW Hydrants	95	90
2.2720	Silver Hills	5	5

Employee Hours to Date, FY 20/21

As of Pay Period Ending October 31, 2021

Percent of Fiscal Year Passed = 33%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	594	1,400	42%	Construction	778	3,460	23%
Engineering	901	1,504	60%	Engineering	719	2,722	29%

6. Safety/Liability

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Industrial Injury with Lost Time				Liability Claims Paid	
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
61	\$13,814	2	2	0	\$0
11	\$4,840	1	1	1	\$6,590

FY 22 through Oct

FY 21 through Oct

Days since lost time accident through Oct.31, 2021

24 Days

7. Energy Cost

FYE	kWh	October		Fiscal Year-to-Date thru October		
		¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2022 Stafford TP ¹	46,985	22.2¢	\$337	175,059	21.8¢	\$311
Pumping	118,666	27.0¢	\$1,032	543,733	27.5¢	\$1,214
Other ²	64,297	33.3¢	\$691	186,078	32.0¢	\$485
	229,948	27.8¢	\$2,060	904,871	27.3¢	\$2,009
2021 Stafford TP	46,317	21.5¢	\$333	258,947	19.8¢	\$416
Pumping	158,738	25.5¢	\$1,352	680,872	25.6¢	\$1,439
Other ²	44,679	29.5¢	\$439	191,374	30.1¢	\$476
	249,734	25.8¢	\$2,124	1,131,193	25.0¢	\$2,331
2020 Stafford TP	53,705	20.9¢	\$362	325,558	19.1¢	\$505
Pumping	140,442	24.3¢	\$1,101	643,871	23.6¢	\$1,244
Other ²	50,034	28.6¢	\$462	211,074	27.9¢	\$483
	244,181	24.4¢	\$1,925	1,180,503	23.1¢	\$2,232

¹Actual electricity used 33,600kWh.

²Other includes West Marin Facilities

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8. Water Conservation Update

	Month of October 2021	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	11	51	4,326
Retrofit Certificates Filed	12	37	6,869
Cash for Grass Rebates Paid Out	9	37	985
Washing Machine Rebates	4	13	6,843
Water Smart Home Survey	0	0	3,899

9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	October 2021	October 2020	Fiscal Year to Date 2021	Fiscal Year to Date 2020
PLANNED				
Duration Between 0.5 and 4 hours	3	8	56	71
Duration Between 4 and 12 hours	*16		16	
Duration Greater than 12 hours				
UNPLANNED				
Duration Between 0.5 and 4 hours	**7	1	10	29
Duration Between 4 and 12 hours				
Duration Greater than 12 hours				1
SERVICE LINES REPLACED				
Polybutylene	3	7	20	48
Copper (Replaced or Repaired)	0	1	15	4

*16 planned outages, 6hrs for job on Silver Hills in Point Reyes

**7 unplanned, 2hrs for 2-inch main leak on Sunny Side in Point Reyes and 8-inch main on Nunes

10. Summary of COVID-19 Costs and Water Bill Delinquency Impacts - to Date

	Total
Increase in on-call Labor Costs	\$ 115,600
Payroll Accounts Receivable Collection Costs	\$ 12,100
Time off to Employees for COVID related reasons* -	\$ 46,300
Vendor Expenses - Including Legal Fees	\$ 45,000
Total Covid-19 Costs to Date	\$ 219,000

* Families First Coronavirus Response Act (FFCRA) & CA Supplemental Paid Sick Leave (SPSL)
Allows employees to take time off for COVID medical reasons including vaccination.

Water Bill Delinquency Impacts

	2 Years Ago 10/2019	Last Year 10/2020	This Year 10/2021
Customer Accounts Past Due (count)	1.8%	6.2%	3.5%
Delinquent Balances % Due on Account	3.8%	8.9%	9.7%
Delinquent Balances \$ Due on Account*	\$ 53,000	\$ 98,000	\$ 132,000

* High balance on record of \$150K in 02/2021.

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NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders October 2021

11/9/2021

Type	Oct-21	Oct-20	Action Taken October 2021
------	--------	--------	---------------------------

Consumers' System Problems

Service Line Leaks	3	39	Notified Consumer
Meter Leak Consumer's Side	3	0	Notified Consumer
House Plumbing	19	0	Notified Consumer
Seepage or Other	4	0	Notified Consumer
House Valve / Meter Off	31	7	Notified Consumer
Nothing Found	10	7	Notified Consumer
Low Pressure	0	1	~
High Pressure	0	2	~
Total	70	56	

Service Repair Reports

Meter Replacement	1	1	Replaced
Box and Lids	0	3	~
Water Off/On Due To Repairs	0	4	~
Misc. Field Investigation	0	11	~
Total	1	19	

Leak NMWD Facilities

Main-Leak	3	0	Repaired
Service- Leak	4	6	Repaired
Services-Nothing Found	0	1	~
Fire Hydrant-Leak	3	0	Repaired
Meter Replacement	2	0	Repaired
Meter Leak	0	1	~
Washer Leaks	1	6	Repaired
Total	13	14	

High Bill Complaints

Consumer Leaks	0	1	~
Meter Testing	0	1	~
Nothing Found	0	3	~
Excessive Irrigation	0	2	~
Total	0	7	

Low Bill Reports

Total	0	0
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Water Quality Complaints

Total	0	0
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TOTAL FOR MONTH:

84	96	-13%
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Fiscal YTD Summary

Consumer's System Problems	159	195	-18%	Decrease In Service Line Leaks.
Service Repair Report	9	82	-89%	Decrease In Water Off/On Due To Repairs
Leak NMWD Facilities	177	85	108%	Increase In Fire Hydrant Leaks.
High Bill Complaints	31	25	24%	Increase In Excessive Irrigation.
Total	376	387	-3%	Decrease overall

Change Primarily Due To

"In House" Generated and Completed Work Orders

<u>Check Meter:</u> possible	57	90
<u>Change Meter:</u> leaks,	3	11
<u>Possible Stuck Meter</u>	9	0
<u>Repair Meter:</u> registers,	20	2
<u>Replace Boxes/Lids</u>	3	2
<u>Dig Outs</u>	1	0
Total	93	105

Bill Adjustments Under Board Policy:

October 21 vs. October 20

Oct-21	16	\$4,954
Oct-20	52	\$13,806

Fiscal Year vs Prior FY

21/22 FY	63	\$20,043
20/21 FY	99	\$34,815

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MEMORANDUM

To: Board of Directors

November 12, 2021

From: Julie Blue, Auditor-Controller *JB*
Nancy Holton, Accounting Supervisor *NH*

Subj: Auditor-Controller's Monthly Report of Investments for October 2021

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RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$26,414,266 and a market value of \$26,411,526. During October the cash balance increased by \$472,707. The market value of securities held decreased \$2,740 during the month. The ratio of total cash to budgeted annual operating expense stood at 142%, up 3% from the prior month.

At October 31, 2021, 82% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 10% in Time Certificates of Deposit, 4% in the Marin County Treasury, and 4% retained locally for operating purposes. The weighted average maturity of the portfolio was 31 days, compared to 35 days at the end of September. The LAIF interest rate for the month was 0.20%, compared to 0.21% the previous month. The weighted average Portfolio rate was 0.29%, compared to 0.31% the previous month.

Investment Transactions for the month of October are listed below:

10/5/2021	US Bank	LAIF	\$300,000.00	Trsf to LAIF account
10/8/2021	US Bank	LAIF	\$450,000.00	Trsf to LAIF account
10/12/2021	Goldman Sachs Bank	US Bank	\$249,139.76	TCD Matured
10/14/2021	US Bank	LAIF	\$400,000.00	Trsf to LAIF account
10/21/2021	LAIF	US Bank	\$860,000.00	Trsf from LAIF account

**NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
October 31, 2021**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	10/31/2021 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	AA-	Various	Open	\$21,689,775	\$21,687,035	0.20% ³	82%
Time Certificate of Deposit								
TCD	Flagstar Bank	n/a	11/15/19	11/15/21	247,000	247,000	1.75%	1%
TCD	Synovus Bank	n/a	12/9/19	12/9/21	247,000	247,000	1.65%	1%
TCD	Morgan Stanley Bank	n/a	1/16/20	1/18/22	247,000	247,000	1.75%	1%
TCD	Wells Fargo National Bank	n/a	3/6/20	3/7/22	248,000	248,000	1.35%	1%
TCD	American Express Natl Bank	n/a	4/7/20	4/7/22	248,000	248,000	1.35%	1%
TCD	Synchrony Bank	n/a	4/17/20	4/18/22	248,000	248,000	1.20%	1%
TCD	Pinnacle Bank	n/a	5/7/20	5/9/22	248,000	248,000	0.90%	1%
TCD	Enerbank	n/a	9/25/20	9/25/24	249,000	249,000	0.45%	1%
TCD	Sallie Mae Bank	n/a	8/18/21	8/18/23	249,000	249,000	0.35%	1%
TCD	UBS Bank	n/a	9/9/21	9/11/23	249,000	249,000	0.35%	1%
TCD	BMW Bank	n/a	8/20/21	2/20/24	249,000	249,000	0.45%	1%
					\$2,729,000	\$2,729,000	1.05%	10%
Other								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,045,676	\$1,045,676	0.22%	4%
Other	Various	n/a	Various	Open	949,815	949,815	0.41%	4%
TOTAL IN PORTFOLIO					\$26,414,266	\$26,411,526	0.29%	100%

Weighted Average Maturity = **31 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit.

Agency: STP State Revolving Fund Loan Reserve.

Other: Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

1 Original cost less repayment of principal and amortization of premium or discount

2 Yield defined to be annualized interest earnings to maturity as a percentage of invested funds

3 Earnings are calculated daily - this represents the average yield for the month ending October 31, 2021

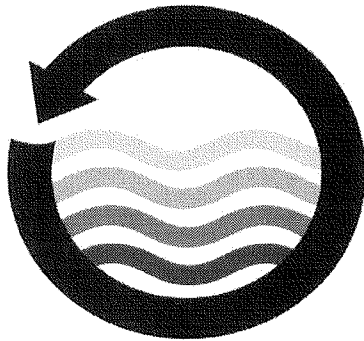
Interest Bearing Loans	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,123,951	1.00%
Marin Municipal Water - AEEP	7/1/14	7/1/32	\$3,600,000	\$1,930,238	2.71%
Employee Housing Loans (2)	Various	Various	525,000	525,000	Contingent
TOTAL INTEREST BEARING LOANS			\$5,390,295	\$3,579,189	

The District has the ability to meet the next six months of cash flow requirements.

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NORTH MARIN WATER DISTRICT



FINANCIAL STATEMENT FISCAL YEAR 2021-22

September 30, 2021

**NORTH MARIN WATER DISTRICT
FINANCIAL STATEMENTS
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MEMORANDUM

To: Drew McIntyre, General Manager

November 12, 2021

From: Reviewed by: Julie Blue, Auditor-Controller

Prepared by: Nancy Holton, Accounting Supervisor and Nancy Williamson, Senior Accountant

Subj: Information – FY21/22 September Financial Statement

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FISCAL YEAR PERFORMANCE COMPARED TO THE ANNUAL BUDGET

CONSOLIDATED SUMMARY

Actual vs. Budget	Sep-21 Actual	FY21/22 Actual YTD	FY21/22 Budget	FYTD / Budget %
Operating Revenue	\$1,743,213	\$7,226,530	\$23,717,000	30%
Operating Expense	1,932,171	6,202,485	22,559,000	27%
Non-Operating Revenue / (Expense)	476	(84,773)	(1,383,000)	6%
Net Income / (Loss)	(\$188,482)	\$939,273	(\$225,000)	(417%)
Other Sources / (Uses)*	877,261	401,996	(2,784,000)	-
Cash Increase / (Decrease)	\$688,778	\$1,341,268	(\$3,009,000)	-

* See Page 8.

For the first quarter of the fiscal year 2021-2022, the District generated a net income of \$939,273 and saw a net cash increase of \$1,341,268. On a seasonally adjusted basis, Operating Revenue came in 6% under budget and Operating Expense came in 2% over budget. \$900,617 (8%) of the Capital Improvement Projects Budget was expended this fiscal year to date. At month end the ratio of total cash to budgeted annual operating expense (sans depreciation) stood at 139%.

SUMMARY INCOME STATEMENTS BY SERVICE AREA

PRESENTED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPALS

NOVATO WATER

Year over Year Comparison	Sep-21 Actual	FY21/22 Actual YTD	FY20/21 Actual YTD	FY22 vs 21 Up/(Down)
Operating Revenue	\$1,294,203	\$5,961,663	\$6,924,981	(14%)
Operating Expense	1,682,310	5,470,792	5,395,015	1%
Other Income / (Expense)	9,691	(30,947)	(14,205)	118%
Net Income / (Loss)	(\$378,415)	\$459,923	\$1,515,760	(70%)
Active Accounts	20,621	20,621	20,561	(0%)
Consumption (MG)	122	669	892	(25%)
Average Commodity Rate / 1,000 gal	\$6.84	\$6.84	\$6.09	12%
Income / (Loss) / Active Account	(\$18.35)	\$22.30	\$73.72	(70%)
Income / (Loss) / 1,000 Gal	(\$3.11)	\$0.69	\$1.70	(60%)
Connection Fee Revenue	\$0	\$763,180	\$1,643,400	(54%)
FRC Transfer (to)/from Recycled Water	(\$116,129)	(\$216,362)	(\$216,362)	(0%)
Caltrans Capital Contribution	\$2,835	\$8,145	\$8,100	0%
MMWD AEEP Capital Contribution	\$0	\$205,320	\$205,320	0%
Developer 'In-Kind' Contributions	\$51,056	\$172,193	\$139,252	24%

Consumption for the fiscal year to date was 25% less than the prior year same period. Total operating revenue, which includes wheeling and other miscellaneous service charges, decreased 14% (\$963,317) from the prior year same period. Included in the above charges is a drought surcharge of \$1.00/1,000 gallons for use above 300 gallons per day for residential customers and for all use for commercial customers. Total operating expense was \$75,777 more than last year same period.

The Stafford Treatment Plant produced 168 MG this fiscal year-to-date at a cost of \$3,750/MG¹ versus \$3,214/MG³ from SCWA. The budget for Stafford is 490 MG at a cost of \$4,722/MG.

Staff time (hours) charged to Novato operations was 4% more than last year. Salary and benefit cost was \$1,555,771, which was 23% of the \$6,636,000 budget for Novato operations.

The fiscal year net income (which includes non-operating items such as interest revenue and expense) of \$459,923 compares to a budgeted net loss for the year of \$34,000 and to a net income of \$1,515,760 for the prior year. \$771,158 (9%) of the Novato Water Capital Improvement Project Budget was spent versus \$266,723 (5%) for the prior year. \$763,180 in connection fees have been collected (\$558,000 is budgeted). Connection Fee reserves totaling \$216,362 were transferred this fiscal year from the Novato Water Fund to the Recycled Water Fund. The Novato Connection Fee Reserve has a net deficit of \$4,707,200 arising from transfers to the RW Fund in advance of Connection Fee receipts. This is down from a net deficit of \$5,314,048 last year. That deficit will be reimbursed by future Connection Fee revenue. The Novato cash balance increased \$689,188 in September, and stood at \$19,678,393 at month end, compared to a budgeted projection of \$13,743,000 at fiscal year-end.

NOVATO RECYCLED	Sep-21	FY21/22	FY20/21	FY22 vs 21
Year over Year Comparison	Actual	Actual YTD	Actual YTD	Up/(Down)
Operating Revenue	\$340,460	\$899,221	\$692,263	30%
Operating Expense	137,820	443,639	503,267	(12%)
Other Income / (Expense)	(10,352)	(50,261)	(45,105)	11%
Net Income / (Loss)	<u>\$192,288</u>	<u>\$405,321</u>	<u>\$143,892</u>	182%
Active Accounts	96	96	94	2%
Consumption (MG)	49.2	131.1	112.4	17%
Average Commodity Rate / 1,000 gal (net)	\$6.61	\$6.59	\$5.97	10%
Deer Island Production (MG)	0.0	0.0	3.0	-
Novato Sanitary Production (MG)	32.2	102.5	92.1	11%
Las Gallinas Production (MG)	2.5	21.4	16.5	29%
Potable Water Input (MG)	0.0	1.2	9.1	(87%)
Connection Fee Alloc from Novato	\$116,129	\$216,362	\$216,362	0%
RW Costs	\$49,035	\$180,921	\$162,347	11%

131.1 MG was delivered to RW customers this fiscal year-to-date, 17% more than the prior year. Operating revenue was 30% more than last year. Total operating expense was 12% less than the prior year same period. The recycled water was produced at a cost of \$1,786/MG² (including potable water consumed) versus \$3,214/MG³ from SCWA. The budgeted production cost of recycled water is \$2,023/MG.

The fiscal year net income of \$405,321 compares to a budgeted net loss for the year of \$448,000 and a net income of \$143,892 for the prior year same period. \$27,184 (27%) of the Recycled Water Capital Improvement Project Budget was spent versus \$0 (0%) for the prior year.

The Novato Recycled cash balance stood at \$5,697,913 at month end, \$4.2M of which amount resides in restricted reserves for debt service, the Deer Island Facility Replacement Fund and the Recycled Water Capital Replacement and Expansion Fund.

¹ Stafford production cost = TP op expense (\$333,338) + SRF loan interest (\$45,570) + plant depreciation (\$146,113)/140 MG produced

² Recycled Water production cost = purchased water cost (\$180,921) + treatment expense (\$4,226) + Deer Island RW Facility SRF loan interest (\$9,157) + Deer Island plant depreciation (\$28,980)/125 MG produced

³ SCWA production cost per MG = O&M charge (\$2,651) + debt service charge (\$174) + Russian River conservation charge (\$356) + Russian River projects charge (\$33)

WEST MARIN WATER

Year over Year Comparison

	Sep-21	FY21/22	FY20/21	FY22 vs 21
	<u>Actual</u>	<u>Actual YTD</u>	<u>Actual YTD</u>	<u>Up/(Down)</u>
Operating Revenue	\$85,520	\$293,031	\$294,665	(1%)
Operating Expense	90,940	220,551	249,101	(11%)
Other Income / (Expense)	(1,637)	(5,147)	951	-
Net Income / (Loss)	<u>(\$7,057)</u>	<u>\$67,334</u>	<u>\$46,515</u>	45%
Active Accounts	787	787	782	1%
Consumption (MG)	3.7	16.3	21.4	(24%)
Average Commodity Rate / 1,000 gal (net)	\$18.19	\$14.50	\$11.47	26%
Income/ (Loss) / Active Account	(\$8.97)	\$85.56	\$59.48	44%
Income / (Loss) / 1,000 Gal	(\$1.92)	\$4.14	\$2.17	91%
Connection Fee Revenue	\$0	\$30,800	\$0	-
Developer 'In-Kind' Contributions	\$0	\$3,659	\$0	-

Consumption for the fiscal year was 24% less than the prior year. Operating revenue was 1% less than last year. Included in the above charges is a drought surcharge of \$2.50/1,000 gallons for use above 200 gallons per day for residential customers and for all use for commercial customers.

Operating expenditures were \$28,551, or 11% less than the previous year same period. The fiscal year net income of \$67,334 compares to a budgeted annual net income of \$165,000 and to a net income of \$46,515 for the prior year. \$69,159 (6%) of the Capital Improvement Project Budget was expended this fiscal year, and \$30,800 in connection fees were collected (\$0 is budgeted). The West Marin cash balance decreased \$11,484 in September, and stood at \$206,765 at month end, compared to a budgeted projection of \$395,000 at fiscal year-end.

OCEANA MARIN SEWER

Year over Year Comparison

	Sep-21	FY21/22	FY20/21	FY22 vs 21
	<u>Actual</u>	<u>Actual YTD</u>	<u>Actual YTD</u>	<u>Up/(Down)</u>
Operating Revenue	\$23,029	\$72,615	\$68,796	6%
Operating Expense	21,102	67,503	46,416	45%
Other Income / (Expense)	2,774	1,582	3,216	(51%)
Net Income / (Loss)	<u>\$4,701</u>	<u>\$6,694</u>	<u>\$25,596</u>	(74%)
Active Accounts	235	235	235	0%
Monthly Sewer Service Charge	\$98	\$98	\$98	(0%)
Income / (Loss) / Active Account	\$20.00	\$28.48	\$35.99	-
Connection Fee Revenue	\$0	\$0	\$0	-

Operating revenue of \$72,615 was 6% more than the previous year due to the 5% rate increase effective July 1, 2021. Operating expenditures were 45% \$21,087 more than the previous year. The fiscal year net income of \$6,694 compares to a budgeted annual net income of \$92,000 and to a net income of \$25,596 for the prior year. \$33,117 (2%) of the Capital Improvement Project Budget has been expended this fiscal year.

No connection fees have been collected (\$0 is budgeted). The Oceana Marin cash balance decreased \$14,881 in September and stood at \$355,748 at month end, compared to a budgeted projection of \$382,000 at June 30, 2022.

**NORTH MARIN WATER DISTRICT
STATEMENT OF NET POSITION
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	TOTAL	NOVATO WATER	NOVATO RECYCLED	WEST MARIN WATER	OCEANA MARIN SEWER
ASSETS					
Cash & Investments					
Unrestricted/Undesignated Cash	\$3,344,557	\$2,897,384	\$161,785	\$0	\$285,388
Restricted Cash (Note 1)					
Connection Fee Fund	\$0	\$0	\$0	\$0	\$0
Deer Island RWF Replacement Fund	2,005,189	0	2,005,189	0	0
Capital Replacement & Expansion Fund	2,417,211	0	2,417,211	0	0
Tax Receipts Held in Marin Co Treasury	634	0	0	578	56
STP SRF Reserve-Marine Co Treasury	1,045,043	1,045,043	0	0	0
RWS North/South SRF Reserve Fund	614,299	0	614,299	0	0
RW Central Area SRF Reserve Fund	275,773	0	275,773	0	0
Designated Cash (Note 2)					
Liability Contingency Fund	1,430,370	1,331,485	0	98,885	0
Workers' Compensation Fund	23,440	21,682	656	797	305
Retiree Medical Benefits Fund	4,658,025	4,658,025	0	0	0
Maintenance Accrual Fund	4,000,000	4,000,000	0	0	0
Operating Reserve Fund	6,122,505	5,723,000	223,000	106,505	70,000
Total Cash	\$25,937,045	\$19,676,619	\$5,697,913	\$206,765	\$355,748
Gain/(Loss) on MV of Investments	\$1,774	\$1,774	\$0	\$0	\$0
Market Value of Cash & Investments	\$25,938,820	\$19,678,393	\$5,697,913	\$206,765	\$355,748
Current Assets					
Net Receivables - Consumers	\$2,229,028	\$1,714,204	\$408,951	\$33,258	\$72,615
Accrued Water Sales	2,371,663	1,810,938	369,947	190,778	0
Accounts Receivable-Other	325,106	82,122	25,139	0	217,845
Prepaid Expense	968,905	968,356	0	0	549
Reimbursable Small Jobs	80,346	80,346	0	0	0
Interest Receivable	44,835	44,835	0	0	0
Inventories	726,983	726,983	0	0	0
Deposits Receivable	23,335	23,335	0	0	0
Total Current Assets	\$6,770,202	\$5,451,120	\$804,037	\$224,036	\$291,009

**NORTH MARIN WATER DISTRICT
STATEMENT OF NET POSITION
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	TOTAL	NOVATO WATER	NOVATO RECYCLED	WEST MARIN WATER	OCEANA MARIN SEWER
Loans Receivable					
Employee Loans (Note 3)	\$525,000	\$525,000	\$0	\$0	\$0
Other Long Term Receivables (Note 4)	3,259,365	2,079,140	1,180,225	0	0
Loans Receivable	\$3,784,365	\$2,604,140	\$1,180,225	\$0	\$0
Property and Plant					
Land & Land Rights	\$1,473,091	\$1,368,872	\$0	\$103,411	\$808
Dam, Lake, & Source Facilities	5,675,845	5,183,433	0	492,412	0
Treatment Facilities	22,761,018	18,782,300	2,666,198	454,159	858,362
Storage Facilities	24,661,732	20,912,751	1,643,458	2,105,523	0
Transmission Facilities (16"+)	29,425,134	29,302,810	0	122,324	0
Distribution and Pumping Facilities	108,953,092	71,092,203	31,837,027	6,023,862	0
Sewer Mains, Pumps, & Laterals	1,267,600	0	0	0	1,267,600
Sub-Total	\$194,217,513	\$146,642,369	\$36,146,683	\$9,301,690	\$2,126,771
Less Accumulated Depreciation (Note 5)	(64,342,992)	(53,603,179)	(5,230,412)	(4,361,976)	(1,147,425)
Net Property and Plant	\$129,874,521	\$93,039,190	\$30,916,271	\$4,939,714	\$979,346
Buildings and Equipment (Note 6)					
Buildings	\$2,119,365	\$2,119,365	\$0	\$0	\$0
Office Equipment	1,130,307	1,130,307	0	0	0
Laboratory Equipment	323,072	323,072	0	0	0
Trucks & Automobiles	1,619,023	1,619,023	0	0	0
Construction Equipment	1,007,877	1,007,877	0	0	0
Tools, Shop Equipment	220,890	220,890	0	0	0
Sub-Total	\$6,420,534	\$6,420,534	\$0	\$0	\$0
Less Accumulated Depreciation (Note 5)	(4,670,516)	(4,670,516)	0	0	0
Net Buildings and Equipment	\$1,750,018	\$1,750,018	\$0	\$0	\$0
Construction In Progress					
Developer	\$1,451,444	\$1,446,955	\$0	\$4,489	\$0
District	6,446,381	3,186,911	116,778	2,837,282	305,410
Total Construction in Progress	7,897,825	4,633,866	116,778	2,841,771	305,410
Net Utility Plant	139,522,365	99,423,074	31,033,049	7,781,485	1,284,756
Deferred Outflow of Resources-GASB68	3,007,344	3,007,344	0	0	0
Deferred Outflow of Resources-GASB75	489,891	489,891	0	0	0
TOTAL ASSETS	\$179,512,986	\$130,653,963	\$38,715,224	\$8,212,286	\$1,931,513

**NORTH MARIN WATER DISTRICT
STATEMENT OF NET POSITION
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	TOTAL	NOVATO WATER	NOVATO RECYCLED	WEST MARIN WATER	OCEANA MARIN SEWER
LIABILITIES AND NET ASSETS					
Current Liabilities					
Trade Accounts Payable	\$1,703,662	\$1,546,324	\$148,724	\$8,614	\$0
Reimbursement Prog. Unclaimed Funds	369,491	354,491	0	15,000	0
Loan Debt Principal Payable-Current	1,785,312	868,841	916,471	0	0
Bank of Marin Principal Payable-Current	397,810	346,890	0	50,920	0
JP Morgan/Chase AMI Loan-Current	275,000	275,000	0	0	0
Accrued Interest Payable-SRF Loan	166,673	45,570	121,103	0	0
JP Morgan/Chase AMI Loan Interest Payable	8,565	8,565	0	0	0
Deposits/Performance Bonds	393,550	359,474	0	31,076	3,000
Unemployment Insurance Reserve (Note 8)	23,063	23,063	0	0	0
Workers' Comp Future Claims Payable	23,440	21,682	656	797	305
Payroll Benefits (Note 9)	1,156,180	1,060,940	42,857	39,285	13,098
Enterprise Vehicle Leases	45,229	45,229	0	0	0
Deferred Revenue	217,845	0	0	0	217,845
Total Current Liabilities	\$6,565,820	\$4,956,070	\$1,229,811	\$145,691	\$234,248
Restricted Liabilities					
Construction Advances	\$714,859	\$639,098	\$0	\$75,761	\$0
Total Restricted Liabilities	\$714,859	\$639,098	\$0	\$75,761	\$0
Long Term Liabilities (Note 7)					
JP Morgan/Chase AMI Loan Payable	\$3,555,000	\$3,555,000	\$0	\$0	\$0
STP Rehab SRF Loan	6,695,774	6,695,774	0	0	0
RWF SRF Loan	1,273,680	0	1,273,680	0	0
RWS North/South Expansion SRF Loan	5,670,948	0	5,670,948	0	0
RWS Central Expansion SRF Loan	6,286,299	0	6,286,299	0	0
Bank of Marin Loan	4,311,266	3,759,424	0	551,842	0
Enterprise Vehicle Leases	227,811	227,811	0	0	0
Net Pension Liability @ 6/30/20	14,727,660	14,727,660	0	0	0
Total OPEB Liability (Note 2)	4,938,031	4,938,031	0	0	0
Total Long Term Liabilities	\$47,686,469	\$33,903,700	\$13,230,927	\$551,842	\$0
Deferred Inflow of Resources-GASB 68	634,837	634,837	0	0	0
Deferred Inflow of Resources-GASB 75	104,267	104,267	0	0	0
TOTAL LIABILITIES	\$55,706,253	\$40,237,972	\$14,460,739	\$773,294	\$234,248

**NORTH MARIN WATER DISTRICT
STATEMENT OF NET POSITION
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	TOTAL	NOVATO WATER	NOVATO RECYCLED	WEST MARIN WATER	OCEANA MARIN SEWER
Net Assets					
Invested in Capital Assets					
Contributions in Aid of Construction	\$86,885,592	\$78,252,871	\$5,810,128	\$2,142,837	\$679,755
Grants in Aid of Construction	13,637,997	426,448	9,961,904	3,163,585	86,060
Connection Fees	43,319,599	29,299,619	11,039,630	2,270,993	709,356
Total Investment	\$143,843,187	\$107,978,939	\$26,811,662	\$7,577,415	\$1,475,171
Restricted Reserves					
Connection Fee Fund	(\$5,693,162)	(\$4,707,200)	\$0	(\$770,301)	(\$215,661)
Bank of Marin Project Fund	0	0	0	0	0
Deer Island RWF Replacement Fund	1,842,473	0	1,842,473	0	0
Capital Replacement & Expansion Fund	2,417,211	0	2,417,211	0	0
RWS North/South SRF Reserve Fund	614,299	0	614,299	0	0
RW Central Area SRF Reserve Fund	275,773	0	275,773	0	0
Designated Reserves					
Liability Contingency Fund	1,430,370	1,331,485	0	98,885	0
Maintenance Accrual Fund	4,000,000	4,000,000	0	0	0
Retiree Medical Benefits Fund	2,759,513	2,759,513	0	0	0
Operating Reserve Fund	6,219,000	5,723,000	223,000	203,000	70,000
Earned Surplus - Prior Yrs	(33,535,872)	(25,899,973)	(8,255,022)	262,714	356,408
Net Income/(Loss)	939,272	459,923	405,321	67,334	6,694
Transfer (To)/From Reserves (see below)	(1,305,330)	(1,229,696)	(80,231)	(56)	4,653
Total Restricted & Designated	(\$20,036,454)	(\$17,562,948)	(\$2,557,176)	(\$138,424)	\$222,094
TOTAL NET POSITION	\$123,806,733	\$90,415,991	\$24,254,486	\$7,438,991	\$1,697,265
Transfer (To)/From Reserves					
Maintenance Reserve	(\$1,500,000)	(\$1,500,000)	\$0	\$0	\$0
RWF Replacement Fund	(37,672)	0	(37,672)	0	0
Retiree Medical Insurance Fund	0	0	0	0	0
(Gain)/Loss WC Fund	511,342	482,304	7,441	15,944	5,653
Bank of Marin Project Fund	0	0	0	0	0
Operating Reserve Fund	(279,000)	(212,000)	(50,000)	(16,000)	(1,000)
Total Transfer	(\$1,305,330)	(\$1,229,696)	(\$80,231)	(\$56)	\$4,653
TOTAL LIABILITIES AND FUND BALANCE	\$179,512,986	\$130,653,963	\$38,715,224	\$8,212,285	\$1,931,513

**NORTH MARIN WATER DISTRICT
SOURCES AND USES OF FUNDS STATEMENT - ALL SERVICE AREAS COMBINED
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	YTD Actual	Annual Budget	YTD/ Budget %	Prior YTD Actual
OPERATING REVENUE				
Water Sales	\$5,679,489	\$17,216,000	33%	\$6,350,394
Bimonthly Service Charge	1,411,201	5,741,000	25%	1,469,796
Sewer Service Charge	72,615	290,000	25%	68,796
Wheeling & Misc Service Charges	69,015	470,000	15%	94,479
TOTAL OPERATING REVENUE	\$7,232,320	\$23,717,000	30%	\$7,983,465
OPERATING EXPENDITURES				
Source of Supply	\$2,030,892	\$6,559,000	31%	\$2,240,798
Pumping	151,051	646,000	23%	179,711
Operations	224,277	1,026,000	22%	304,455
Water Treatment	551,269	2,794,000	20%	556,529
Sewer Service	44,515	195,000	23%	23,320
Transmission & Distribution	998,102	4,086,000	24%	869,973
Consumer Accounting	88,274	528,000	17%	115,576
Water Conservation	123,729	381,000	32%	85,555
General & Administrative	1,022,160	2,440,000	42%	833,372
Depreciation	968,216	3,904,000	25%	982,491
TOTAL OPERATING EXPENDITURES	\$6,202,485	\$22,559,000	27%	\$6,191,779
NET OPERATING INCOME (LOSS)	\$1,029,835	\$1,158,000	89%	\$1,791,685
NON-OPERATING REVENUE/(EXPENSE)				
Tax Proceeds	\$113	\$116,000	0%	\$1,618
Interest Revenue	47,920	241,000	20%	85,144
Miscellaneous Revenue	42,991	136,000	32%	47,768
Bond & Loan Interest Expense	(174,667)	(1,372,000)	13%	(189,493)
Miscellaneous Expense	(1,130)	(501,000)	0%	(181)
Capital Contribution Expense-NSD & LGVSD	0	(3,000)	0%	0
TOTAL NON-OP REVENUE/(EXPENSE)	(\$84,773)	(\$1,383,000)	6%	(\$55,143)
NET INCOME/(LOSS)	\$945,063	(\$225,000)	-420%	\$1,736,542
OTHER SOURCES/(USES) OF FUNDS				
Add Depreciation Expense	\$968,216	\$3,904,000	25%	\$982,491
Connection Fees	793,980	558,000	142%	1,643,400
Loan Proceeds	0	3,675,000	0%	0
Grant Proceeds	0	1,450,000	0%	0
Marin County Club Loan Principal Pmts	12,507	38,000	33%	12,445
Caltrans AEEP Capital Contribution	8,145	0	-	8,100
MMWD AEEP Capital Contribution	205,320	205,000	100%	205,320
Capital Equipment Expenditures	(77,872)	(295,000)	26%	(70,404)
Capital Improvement Projects	(900,617)	(9,692,000)	9%	(980,079)
Bond & Loan Principal Payments	(284,359)	(2,541,000)	11%	(251,208)
Low Income Rate Assistance	(5,790)	(86,000)	7%	(2,760)
Change in Working Capital	(323,324)	0	-	(2,236,938)
TOTAL OTHER SOURCES/(USES)	\$396,206	(\$2,784,000)	-	(\$689,633)
CASH INCREASE/(DECREASE)	\$1,341,268	(\$3,009,000)	-	\$1,046,910

**NORTH MARIN WATER DISTRICT
INCOME STATEMENT AND CASH FLOW BY SERVICE AREA
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

SUMMARY INCOME STATEMENT

	TOTAL	NOVATO WATER	NOVATO RECYCLED	WEST MARIN WATER	OCEANA MARIN SEWER
Operating Revenue	\$7,226,530	\$5,961,663	\$899,221	\$293,031	\$72,615
Operating Expense	6,202,485	5,470,792	443,639	220,551	67,503
OPERATING INCOME/(LOSS)	\$1,024,045	\$490,871	\$455,582	\$72,481	\$5,112
Non-Operating Revenue/(Expense)	(84,773)	(30,947)	(50,261)	(5,147)	1,582
NET INCOME/(LOSS)	\$939,272	\$459,923	\$405,321	\$67,334	\$6,694

CAPITAL CONTRIBUTIONS

Developer In-Kind Contributions	\$175,852	\$172,193	\$0	\$3,659	\$0
Caltrans AEEP Capital Contributions	8,145	8,145	0	0	0
MMWD Capital Contribution	205,320	205,320	0	0	0
Connection Fees	793,980	763,180	0	30,800	0
FEMA/CAL OES Grant-OM Treatment Pond	0	0	0	0	0
FRC Transfer	0	(216,362)	216,362	0	0
CAPITAL CONTRIBUTIONS	\$1,183,297	\$932,477	\$216,362	\$34,459	\$0
Prior Period Adjustments	0	0	0	0	0
CHANGE IN NET POSITION	\$2,122,570	\$1,392,400	\$621,682	\$101,793	\$6,694
Net Position June 30, 2021	121,684,163	89,023,591	23,632,803	7,337,198	1,690,572
Net Position September 30, 2021	<u>\$123,806,733</u>	<u>\$90,415,991</u>	<u>\$24,254,486</u>	<u>\$7,438,991</u>	<u>\$1,697,265</u>

CASH FLOW STATEMENT

Net Income/(Loss)	\$939,272	\$459,923	\$405,321	\$67,334	\$6,694
Add back Depreciation	968,216	715,280	191,161	50,287	11,488
Cash Generated From Operations	\$1,907,489	\$1,175,203	\$596,482	\$117,621	\$18,182
<u>Other Sources (Uses) of Funds</u>					
Connection Fee Revenue	\$793,980	\$763,180	\$0	\$30,800	\$0
Loan Proceeds	0	0	0	0	0
Grant Proceeds	0	0	0	0	0
Capital Assets Acquisition	(978,490)	(849,030)	(27,184)	(69,159)	(33,117)
Caltrans AEEP Capital Contribution	8,145	8,145	0	0	0
MMWD AEEP Capital Contribution	205,320	205,320	0	0	0
Marin Country Club Loan Principal Pmts	12,507	0	12,507	0	0
Principal Paid on Debt	(284,359)	(111,014)	(160,879)	(12,466)	0
Consumer Receivables Decr (Incr)	(849,237)	(450,726)	(397,244)	71,349	(72,615)
Construction Advances (Decr) Incr	168,958	173,817	0	(4,859)	0
Other Assets Decr (Incr)	288,550	595,769	11,287	(101,211)	(217,294)
Other Liabilities (Decr) Incr	71,259	(166,363)	17,113	2,936	217,573
Trade Accounts Payable (Decr) Incr	(2,854)	(111,952)	148,724	(39,626)	0
Connection Fee Transfer	0	(216,362)	216,362	0	0
Total Other Sources (Uses)	(\$566,221)	(\$159,216)	(\$179,315)	(\$122,236)	(\$105,453)
Net Cash Provided (Used)	\$1,341,268	\$1,015,987	\$417,167	(\$4,615)	(\$87,271)
MV Cash & Investments June 30, 2021	\$24,597,552	\$18,662,406	\$5,280,746	\$211,380	\$443,019
MV Cash & Investments Sept 30, 2021	<u>\$25,938,820</u>	<u>\$19,678,393</u>	<u>\$5,697,913</u>	<u>\$206,765</u>	<u>\$355,748</u>

NOVATO WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
OPERATING REVENUE				
Water Sales	\$837,085	\$4,590,909	30%	\$5,441,571
Bill Adjustments	(3,808)	(14,223)	20%	(7,963)
Bill Adjustments-LIRA	(2,040)	(5,640)	8%	(2,730)
Bimonthly Service Charges	440,940	1,322,820	24%	1,400,777
Account Turn-on Charges	0	0	0%	0
New Account Charges	825	1,800	26%	2,205
Returned Check Charges	18	54	5%	45
Hydrant Meter Up/Down Charges	0	360	7%	1,700
Backflow Service Charges	13,604	39,185	24%	40,638
Lab Service-Outside Clients	605	2,048	9%	12,841
Wheeling Charges - MMWD	6,975	24,351	24%	35,896
TOTAL OPERATING REVENUE	\$1,294,203	\$5,961,663	29%	\$6,924,981
TOTAL EXPENDITURES				
SOURCE OF SUPPLY				
Supervision & Engineering	\$999	\$2,107	18%	\$2,152
Operating Expense - Source	238	418	3%	1,544
Maint/Monitoring of Dam	0	15,798	23%	18,759
Maint of Lake & Intakes	52	77	0%	1,287
Maint of Watershed	0	3,549	8%	2,658
Water Quality Surveillance	14	183	1%	79
Purchased Water	435,237	1,818,111	31%	2,051,744
SOURCE OF SUPPLY	\$436,540	\$1,840,243	30%	\$2,078,223
PUMPING				
Operating Expense - Pumping	\$0	\$0	0%	\$0
Maint of Structures & Grounds	198	11,803	36%	11,758
Maint of Pumping Equipment	2,780	3,354	6%	8,770
Electric Power	36,245	116,687	26%	131,856
PUMPING	\$39,223	\$131,843	24%	\$152,384
OPERATIONS				
Supervision & Engineering	\$20,761	\$63,108	37%	\$58,563
Operating Expense - Operations	39,791	107,658	34%	106,449
Maintenance Expense	6,594	11,901	21%	14,299
Telemetry Equipment/Controls Maint	3,940	7,322	8%	17,386
Leased Lines	2,841	5,929	30%	4,166
OPERATIONS	\$73,928	\$195,919	30%	\$200,864

NOVATO WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
WATER TREATMENT				
Supervision & Engineering	\$10,332	\$34,120	22%	\$30,285
Operating Expense - Water Treatment	38,749	112,506	32%	92,520
Purification Chemicals	36,611	78,852	18%	75,852
Sludge Disposal	19,545	35,780	28%	28,679
Maint of Structures & Grounds	2,392	5,692	5%	9,888
Maint of Purification Equipment	10,534	38,041	20%	35,289
Electric Power	13,445	28,348	18%	43,940
Water Quality Programs	9,275	20,316	20%	20,331
Laboratory Direct Labor	31,666	89,966	24%	95,607
Lab Service-Outside Clients	2,703	11,142	24%	14,035
Water Quality Supervision	7,421	19,832	26%	17,176
Laboratory Supplies & Expense	8,201	14,911	17%	15,141
Customer Water Quality	931	6,764	10%	6,825
Lab Cost Distributed	6,653	(7,460)	30%	(5,683)
WATER TREATMENT	\$198,456	\$488,810	22%	\$479,887
TRANSMISSION & DISTRIBUTION				
Supervision & Engineering	\$71,147	\$195,415	31%	\$140,728
Maps & Records	11,735	38,331	24%	38,509
Operation of T&D System	16,344	41,658	36%	73,116
Facilities Location	10,639	43,553	29%	54,856
Safety: Construction & Engineering	2,759	7,654	11%	5,894
Customer Service Expense	26,375	77,993	27%	57,886
Flushing	0	7	0%	7
Storage Facilities Expense	6,927	15,964	12%	18,178
Cathodic Protection	156	3,702	21%	2,458
Maint of Valves/Regulators	25,917	69,707	36%	19,418
Maint of Mains	18,912	58,549	29%	50,890
Leak Detection - Mains	4,398	10,814	83%	7,298
Backflow Prevention Program	18,195	67,202	29%	36,605
Maint of Copper Services	17,253	80,549	37%	33,363
Maint of PB Service Lines	42,080	145,957	29%	192,691
Single Service Installations	(367)	10,545	-	6,660
Maint of Meters	5,285	38,964	26%	65,438
Detector Check Assembly Maint	14,005	42,134	57%	540
Maint of Hydrants	4,555	11,900	15%	16,562
TRANSMISSION & DISTRIBUTION	\$296,315	\$960,598	29%	\$821,097

NOVATO WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
CONSUMER ACCOUNTING				
Meter Reading	\$1,442	\$4,832	5%	\$4,941
Collection Expense - Labor	0	0	0%	0
Collection Expense - Agency	29	246	12%	104
Billing & Consumer Accounting	12,519	35,490	26%	52,769
Contract Billing	1,326	4,099	23%	5,934
Stationery, Supplies & Postage	6,073	16,297	30%	22,123
Online Payment Processing Fees	5,035	15,092	23%	13,655
Lock Box Service	912	2,736	25%	2,736
Uncollectable Accounts	908	4,607	92%	7,715
Office Equipment Expense	320	3,175	9%	3,955
Distributed to West Marin (4.1%)	(1,115)	(3,269)	22%	(4,350)
CONSUMER ACCOUNTING	\$27,448	\$83,305	18%	\$109,582
WATER CONSERVATION				
Residential	\$25,227	\$73,646	29%	\$48,748
Commercial	142	567	8%	1,390
Public Outreach/Information	15,688	40,540	41%	20,950
Large Landscape	683	3,067	16%	2,587
TOTAL WATER CONSERVATION	\$41,740	\$117,821	31%	\$73,674
GENERAL AND ADMINISTRATIVE				
Directors Fees	\$4,014	\$10,705	25%	\$8,728
Legal Fees	2,124	5,297	25%	5,040
Human Resources	9,574	32,420	64%	6,785
Auditing Fees	0	6,208	31%	6,000
Consulting Services/Studies	14,190	18,846	4%	15,047
General Office Salaries	92,226	320,594	28%	312,589
Safety: General District Wide	2,229	6,886	13%	10,839
Office Supplies	1,238	3,957	9%	5,268
Employee Events	0	0	0%	52
Other Administrative Expense	271	1,154	8%	896
Dues & Subscriptions	30,453	90,994	94%	72,715
Vehicle Expense	676	2,028	25%	2,028
Meetings, Conferences & Training	7,497	16,999	9%	8,801
Recruitment Expense	88	564	-	8,142
Gas & Electricity	3,708	11,104	26%	11,109
Telephone	1,356	2,801	35%	2,088
Water	0	350	18%	468
Buildings & Grounds Maint	4,195	14,674	24%	45,755
Office Equipment Expense	14,011	45,998	38%	35,607
Insurance Premiums & Claims	12,429	37,286	23%	37,555
Retiree Medical Benefits	15,681	50,015	22%	46,168
(Gain)/Loss on Overhead Charges	36,697	5,085	-6%	(64,408)
G&A Applied to Other Operations (5.9%)	(14,473)	(47,542)	30%	(39,057)
G&A Applied to Construction	(36,748)	(82,140)	15%	(94,116)
GASB68 Adjustment (Pension)	130,394	382,688	98%	329,004
GENERAL & ADMINISTRATIVE	\$331,831	\$936,973	40%	\$773,101
Depreciation (Note 5)	236,829	715,280	25%	706,203
TOTAL OPERATING EXPENSE	\$1,682,310	\$5,470,792	29%	\$5,395,015
OPERATING INCOME/(LOSS)	(\$388,106)	\$490,871	27%	\$1,529,965

NOVATO WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
NON-OPERATING REVENUE				
Interest:				
General Funds	(\$11,681)	\$14,435	23%	\$4,218
Retiree Medical Insurance Fund	22,528	22,528	32%	45,785
Workers' Comp Fund	2,442	2,442	22%	4,950
Aqueduct Energy Efficiency Proj Fund	0	0	-	198
Funds Held in County Treasury	0	(5,419)	-77%	0
Total Interest Revenue	\$13,289	\$33,986	23%	\$55,150
Rents & Leases	5,830	38,587	46%	35,491
Other Non-Operating Revenue	26,262	27,200	52%	5,666
Gain/(Loss) on MV of Investments	62	(22,797)	-	6,361
NON-OPERATING REVENUE	\$45,443	\$76,977	27%	\$102,668
NON-OPERATING EXPENSE				
Bank of Marin AEEP Loan Interest Exp	\$11,782	\$35,588	24%	\$38,439
STP SRF Loan Interest Expense	14,860	45,570	23%	50,681
JP Morgan/Chase AML Loan Interest Expense	8,586	25,757	23%	27,572
Other Non-Operating Expense	525	1,009	50%	181
NON-OPERATING EXPENSE	\$35,753	\$107,924	24%	\$116,873
NET INCOME/(LOSS)	(\$378,415)	\$459,923	28%	\$1,515,760
BEGINNING FUND EQUITY				
NET INCOME/(LOSS)	(378,415)	459,923		1,515,760
Developer 'In-Kind' Contributions	51,056	172,193	-	139,252
Caltrans AEEP Capital Contribution	2,835	8,145	-	8,100
MMWD AEEP Capital Contribution	0	205,320	100%	205,320
Connection Fees	0	763,180	137%	1,643,400
FRC Transfer to/from Recycled Water	(116,129)	(216,362)	24%	(216,362)
ENDING FUND EQUITY		\$90,415,991		\$88,245,296

**NOVATO RECYCLED WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
OPERATING REVENUE				
Recycled Water Sales	\$325,132	\$864,021	56%	\$671,179
Bimonthly Service Charges	14,278	32,470	28%	20,884
Water Loads	1,050	2,730	-	200
TOTAL OPERATING REVENUE	\$340,460	\$899,221	54%	\$692,263
OPERATING EXPENSE				
SOURCE OF SUPPLY				
Purchased Water - NSD	45,011	143,553	53%	128,909
Purchased Water - LGVSD	4,024	37,368	31%	33,437
SOURCE OF SUPPLY	\$49,035	\$180,921	46%	\$162,347
PUMPING				
Maint of Structures & Grounds	\$0	\$0	0%	\$0
Maint of Pumping Equipment	0	0	0%	134
Electric Power	506	1,484	30%	1,371
PUMPING	\$506	\$1,484	16%	\$1,505
OPERATIONS				
Supervision & Engineering	\$904	\$2,997	20%	\$5,022
Operating Expense - Operations	0	0	0%	2,515
Potable Water Consumed	11,016	14,607	43%	78,007
Maintenance Expense	0	0	0%	0
Telemetry Equipment/Controls Maint	0	0	0%	2,698
OPERATIONS	\$11,920	\$17,604	18%	\$88,241
WATER TREATMENT				
Purification Chemicals	\$0	\$1,073	27%	\$1,350
Maint of Purification Equipment	0	532	3%	4,892
Electric Power	0	2,622	52%	1,950
Water Quality Programs	108	108	-	0
Laboratory Direct Labor	0	0	0%	365
Lab Expense Distributed from Novato	(11,490)	0	0%	158
WATER TREATMENT	(\$11,382)	\$4,334	12%	\$8,716
TRANSMISSION & DISTRIBUTION				
Supervision & Engineering	\$245	(\$375)	-2%	\$93
Maps & Records	0	0	0%	0
Operation of T&D System	0	0	0%	0
Facilities Location	14	14	1%	535
Cathodic Protection	0	0	0%	0
Customer Service Expense	3,529	11,471	143%	1,632
Storage Facilities Expense	20	338	3%	68
Maint of Valves/Regulators	0	0	0%	3,466
Backflow Prevention Program	0	0	0%	0
Maint of Meters	0	0	0%	0
Maint of Mains	0	188	-	3,150
TRANSMISSION & DISTRIBUTION	\$3,808	\$11,636	18%	\$8,944

**NOVATO RECYCLED WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
CONSUMER ACCOUNTING				
Distributed from Novato (0.2%)	\$112	\$328	16%	\$422
CONSUMER ACCOUNTING	\$112	\$328	16%	\$422
GENERAL AND ADMINISTRATIVE				
Legal Fees	\$0	\$0	0%	\$68
Consulting Services/Studies	12,342	12,342	247%	0
Distributed from Novato (2.4%)	6,502	21,357	39%	15,781
GASB68 Adjustment	825	2,471	27%	2,711
GENERAL & ADMINISTRATIVE	\$19,669	\$36,170	52%	\$18,559
Depreciation (Note 5)	64,153	191,161	25%	214,532
TOTAL OPERATING EXPENSE	\$137,820	\$443,639	31%	\$503,267
OPERATING INCOME/(LOSS)	\$202,640	\$455,582	204%	\$188,996
NON-OPERATING REVENUE				
Interest:				
General Funds	\$475	\$475	2%	\$1,837
RWF Replacement Fund	8,922	8,922	\$0	17,274
Self-Insured Workers' Comp Fund	39	39	-	80
StoneTree RWF Loan	942	2,831	26%	2,862
Total Interest Revenue	\$10,378	\$12,267	15%	\$22,053
Other Non-Operating Revenue	0	0	-	0
NON-OPERATING REVENUE	\$10,378	\$12,267	15%	\$22,053
NON-OPERATING EXPENSE				
RWF SRF Loan Interest Expense	\$2,986	\$9,157	25%	\$10,558
Expansion SRF Loan Interest Expense	17,744	53,370	25%	56,599
Capital Contribution Expense-NSD&LGVSD	0	0	0%	0
NON-OPERATING EXPENSE	\$20,730	\$62,528	8%	\$67,157
NET INCOME/(LOSS)	\$192,288	\$405,321	(90%)	\$143,892
BEGINNING FUND EQUITY		\$23,632,803		\$22,794,516
NET INCOME/(LOSS)	192,288	405,321		143,892
FRC Transfer to/from Novato	116,129	216,362	24%	216,362
ENDING FUND EQUITY		\$24,254,486		\$23,154,770

**WEST MARIN WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
OPERATING REVENUE				
Water Sales	\$66,912	\$236,919	30%	\$258,454
Bill Adjustments	(28)	(866)	-	(\$13,047)
Bill Adjustments-LIRA	(15)	(150)	-	(\$30)
Bimonthly Service Charges	18,637	55,911	26%	\$48,135
Account Turn-on Charges	0	0	0%	\$0
New Account Charges	0	20	2%	\$5
Returned Check Charges	0	0	-	\$9
Backflow Service Charges	14	1,197	24%	\$1,139
TOTAL OPERATING REVENUE	\$85,520	\$293,031	29%	\$294,665
OPERATING EXPENSE				
SOURCE OF SUPPLY				
Supervision & Engineering	\$496	\$1,611	-	\$144
Operating Expense	49	77	1%	84
Maint of Structures	0	8,040	80%	0
Water Quality Surveillance	0	0	0%	0
SOURCE OF SUPPLY	\$545	\$9,728	49%	\$228
PUMPING				
Maint of Structures and Grounds	\$791	\$3,286	33%	\$1,138
Maint of Pumping Equip	2,058	2,729	23%	12,198
Electric Power	3,711	11,708	26%	12,486
PUMPING	\$6,561	\$17,724	26%	\$25,822
OPERATIONS				
Supervision & Engineering	\$1,719	\$4,862	19%	\$3,439
Operating Expense	1,013	3,711	15%	4,914
Maintenance Expense	0	75	-	491
Maint of Telemetry Equipment	596	1,056	7%	5,448
Leased Lines	350	1,051	21%	1,058
OPERATIONS	\$3,678	\$10,754	15%	\$15,350
WATER TREATMENT				
Supervision & Engineering	\$1,481	\$4,827	54%	\$3,934
Operating Expense	3,853	9,968	36%	10,698
Purification Chemicals	0	294	6%	1,993
Maint of Structures & Grounds	84	84	8%	756
Maint of Purification Equipment	472	3,071	31%	8,636
Electric Power	8,614	8,614	36%	6,491
Laboratory Direct Labor	5,738	14,985	33%	12,039
Laboratory Services	1,640	2,405	34%	2,230
Water Quality Supervision	864	1,944	39%	9,381
Customer Water Quality	1,579	5,262	53%	6,546
Lab Expense Distributed from Novato	4,281	6,672	32%	5,224
WATER TREATMENT	\$28,605	\$58,125	35%	\$67,927

**WEST MARIN WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
TRANSMISSION & DISTRIBUTION				
Supervision & Engineering	\$280	\$413	2%	\$453
Facilities Location - USA	886	2,695	15%	3,624
Customer Service Expense	498	2,648	53%	1,075
Flushing	0	0	-	7
Storage Facilities Expense	2,158	5,291	16%	2,758
Cathodic Protection	0	0	0%	0
Maint of Valves	0	0	0%	0
Valve Operation Program	0	0	0%	0
Maint of Mains	3,936	8,617	123%	3,134
Water Quality Maintenance	0	12	1%	0
Maint of Backflow Devices	0	0	0%	0
Backflow Dev Inspection/Survey	707	707	8%	345
Maint of Copper Services	207	992	25%	2,353
Maint of PB Service Lines	779	2,316	6%	15,217
Maint of Meters	0	92	2%	1,206
Detector Check Assembly Maint	0	0	0%	0
Maint of Hydrants	1,907	2,986	299%	0
Hydrant Operation	0	0	0%	0
Single Service Installation	8,166	(902)	-13%	9,758
TRANSMISSION & DISTRIBUTION	\$19,525	\$25,867	15%	\$39,931
CONSUMER ACCOUNTING				
Meter Reading	\$0	\$1,700	13%	\$1,644
Collection Expense - Labor	0	0	0%	0
Distributed from Novato (3.6%)	913	2,679	22%	3,553
CONSUMER ACCOUNTING	\$913	\$4,379	17%	\$5,197
WATER CONSERVATION				
Water Conservation Program	\$1,518	\$5,908	148%	\$11,881
TOTAL WATER CONSERVATION	\$1,518	\$5,908	148%	\$11,881
GENERAL AND ADMINISTRATIVE				
Legal Fees	\$1,498	\$1,498	75%	\$113
Consulting Services/Studies	0	0	-	0
Distributed from Novato (3.6%)	5,937	19,503	31%	16,995
GASB68 Adjustment (Pension)	5,462	16,779		14,995
GENERAL & ADMINISTRATIVE	\$12,897	\$37,779	59%	\$32,103
Depreciation (Note 5)	16,698	50,287	19%	50,663
TOTAL OPERATING EXPENSE	\$90,940	\$220,551	26%	\$249,101
OPERATING INCOME/(LOSS)	(\$5,420)	\$72,481	46%	\$45,564

**WEST MARIN WATER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
NON-OPERATING REVENUE				
Interest - General Funds	\$0	\$0	0%	\$4,282
Interest - FRC	0	0	0%	0
Interest - Self-Insured WC Fund	81	81	-	165
Interest - Bank of Marin Project Fund	0	0	-	1,363
Rents & Leases	0	0	-	0
Tax Proceeds - PR-2 Tax Allocation	(17)	40	0%	783
Other Non-Operating Revenue	72	0	-	0
NON-OPERATING REVENUE	\$136	\$121	0%	\$6,593
NON-OPERATING EXPENSE				
Bank of Marin Loan Interest Expense	\$1,729	\$5,224	24%	\$5,642
Interest-Advance from Novato (Note 11)	0	0	0%	0
Other Non-Operating Expense	44	44	-	0
NON-OPERATING EXPENSE	\$1,773	\$5,268	18%	\$5,642
NET INCOME/(LOSS)	(\$7,057)	\$67,334	35%	\$46,515
BEGINNING FUND EQUITY		\$7,337,198		\$7,344,831
NET INCOME/(LOSS)	(7,057)	67,334		46,515
CONTRIBUTED CAPITAL				
Developer 'In-Kind' Contributions	0	3,659	-	0
Connection Fees	0	30,800	-	0
ENDING FUND EQUITY		\$7,438,991		\$7,391,346

**OCEANA MARIN SEWER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
OPERATING REVENUE				
Sewer Service Charges	\$23,029	\$72,615	25%	\$68,796
TOTAL OPERATING REVENUE	\$23,029	\$72,615	25%	\$68,796
OPERATING EXPENSE				
SEWAGE COLLECTION				
Supervision & Engineering	\$440	\$2,580	6%	\$2,044
Inspection	0	0	0%	0
Operating Expense	2,590	5,413	45%	3,502
Facilities Location	242	512	10%	167
Maint of Telemetry Equipment	20	60	2%	449
Maint of Lift Stations	1,638	5,977	75%	0
Maint of Sewer Mains	0	0	0%	0
Electric Power	3,791	7,860	52%	6,297
SEWAGE COLLECTION	\$8,720	\$22,403	24%	\$12,459
SEWAGE TREATMENT				
Operating Expense	\$290	\$913	5%	\$2,171
Maint of Structures	0	0	0%	0
Maint of Equipment	0	0	0%	348
Laboratory Direct Labor	874	1,769	20%	694
Lab Expense Distributed from Novato	556	788	39%	301
Electric Power	1,199	3,677	26%	2,594
SEWAGE TREATMENT	\$2,920	\$7,146	13%	\$6,109
SEWAGE DISPOSAL				
Operating Expense	\$0	\$4,027	24%	\$2,375
Maint of Pump Stations	447	1,816	20%	1,062
Maint of Storage Ponds	1,195	8,250	75%	937
Maint of Irrigation Field	281	873	9%	379
SEWAGE DISPOSAL	\$1,922	\$14,967	32%	\$4,753
CONSUMER ACCOUNTING				
Distributed from Novato (0.6%)	90	262	13%	375
CONSUMER ACCOUNTING	\$90	\$262	13%	\$375

**OCEANA MARIN SEWER
DETAIL INCOME STATEMENT
FOR THE PERIOD ENDING SEPTEMBER 30, 2021**

	SEPTEMBER 2021	YEAR TO DATE ACTUAL	YTD/ BUDGET%	PRIOR YTD ACTUAL
GENERAL AND ADMINISTRATIVE				
Consulting Services/Studies	\$0	\$0	0%	\$0
Legal Fees	0	0	-	878
Distributed from Novato (1.1%)	2,034	6,682	95%	4,261
Liability Insurance	184	551	28%	526
GASB68 Adjustment	1,337	4,004	-	3,943
GENERAL AND ADMINISTRATIVE	\$3,555	\$11,238	94%	\$9,608
Depreciation (Note 5)	3,895	11,488	23%	11,093
TOTAL OPERATING EXPENSE	\$21,102	\$67,503	26%	\$46,416
OPERATING INCOME/(LOSS)	\$1,927	\$5,112	16%	\$22,380
NON-OPERATING REVENUE				
Rents & Leases	\$0	\$0	-	\$250
Interest - General Funds	1,557	1,557	39%	2,072
Interest - Self Insured WC Fund	29	29	-	59
Tax Proceeds - OM-1/OM-3 Tax Alloc	1,188	73	0%	835
Other Non-Operating Revenue	77	0	-	0
NON-OPERATING REVENUE	\$2,851	\$1,659	3%	\$3,216
NON-OPERATING EXPENSE				
Interest Expense	\$0	\$0	0%	\$0
Other Non-Operating Expense	77	77	8%	0
NON-OPERATING EXPENSE	\$77	\$77	2%	\$0
NET INCOME/(LOSS)	\$4,701	\$6,694	7%	\$25,596
BEGINNING FUND EQUITY		\$1,690,572		\$1,624,590
NET INCOME/(LOSS)	4,701	6,694		25,596
CONTRIBUTED CAPITAL				
ENDING FUND EQUITY		\$1,697,265		\$1,650,185

**NORTH MARIN WATER DISTRICT
EQUIPMENT EXPENDITURES
PERIOD ENDING SEPTEMBER 30, 2021**

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	SEPTEMBER 2021	FYTD TOTAL	FY 21/22 BUDGET	(OVER) UNDER	Notes
1 OPERATIONS/MAINTENANCE					
a. Meter Maintenance Program	\$0	\$0	\$120,000	\$120,000	
b. Particle Charge Analyzer	0	7,649	0	(7,649)	
	\$0	\$7,649	\$120,000	\$112,351	
2 ENGINEERING					
a. File Management System	\$39,144	\$39,144	\$40,000	\$856	1
	\$39,144	\$39,144	\$40,000	\$856	
3 VEHICLE & ROLLING EQUIPMENT EXPENDITURES					
a. Peterbilt 335 (#508) Cab & Chasis	\$0	\$0	\$135,000	\$135,000	1
b. Leased Vehicles	0	31,079	0	(31,079)	
	\$0	\$31,079	\$135,000	\$103,921	
TOTAL EQUIPMENT EXPENDITURES	\$39,144	\$77,872	\$295,000	\$216,271	

Notes:

(1) Replacement item.

**NORTH MARIN WATER DISTRICT
VEHICLE FLEET ANALYSIS
FOR PERIOD ENDING SEPTEMBER 30, 2021**

Fiscal Year to Date								Vehicle Cost per Mile			
Year	Description	Veh#	Assigned	Mileage	Expense ¹	Recovery ²	Gain/(Loss)	Mileage	Life to Date	FYTD22	FYTD21
1	2002 Chev K1500 4x4	47	Construction	1,145	\$2,181	\$567	(\$1,614)	153,469	\$0.39	\$1.91	\$0.47
2	2003 Dodge Dakota 4x4	49	STP	639	\$611	\$487	(\$124)	128,037	\$0.43	\$0.96	\$0.47
3	2008 Ford F250 4x4	505	Pool	465	\$84	\$0	(\$84)	107,766	\$0.79	\$0.18	\$3.60
4	2008 Ford F250 4x4	506	Pool	702	\$112	\$0	(\$112)	80,413	\$0.79	\$0.16	\$2.12
5	2008 Chev Colorado 4x4	509	Pool	808	\$814	\$662	(\$152)	119,080	\$0.38	\$1.01	\$0.63
6	2010 Ford F150 4x4	511	Bergstrom	2,871	\$1,755	\$2,093	\$338	102,251	\$0.50	\$0.61	\$0.39
7	2010 Ford F150	512	Davenport	3,291	\$977	\$1,491	\$514	126,780	\$0.49	\$0.30	\$0.32
8	2010 Ford F150	513	Construction	510	\$208	\$1,522	\$1,314	91,599	\$0.47	\$0.41	\$0.27
9	2012 Ford F250	515	Reed	2,113	\$1,063	\$3,808	\$2,745	80,360	\$0.60	\$0.50	\$0.47
10	2012 Ford F250	516	Castellucci	3,218	\$1,502	\$3,332	\$1,830	89,714	\$0.55	\$0.47	\$0.52
11	2014 Ford F150	517	Kurfirst	1,639	\$893	\$2,535	\$1,642	22,913	\$0.68	\$0.54	\$0.47
12	2015 Ford F250 4x4	518	Ocodhain	3,056	\$793	\$1,197	\$404	104,585	\$0.43	\$0.26	\$0.41
13	2015 Ford Escape 4X4	520	Arendell	5,237	\$1,260	\$2,346	\$1,087	105,717	\$0.28	\$0.24	\$0.32
14	2015 Ford F150 4X4	521	Watkins/Shop	1,946	\$683	\$826	\$143	53,339	\$0.34	\$0.35	\$0.35
15	2016 Nissan Frontier	522	Roberto	542	\$64	\$0	(\$64)	52,742	\$0.38	\$0.12	\$0.21
16	2017 Ford Escape 4X4	523	Lab	1,690	\$915	\$955	\$40	31,148	\$0.33	\$0.54	\$0.27
17	2016 Nissan Frontier	524	Bynum	2,784	\$2,652	\$2,434	(\$218)	42,808	\$0.47	\$0.95	\$0.42
18	2018 Ford Cargo Van	526	On-Call	3,710	\$1,160	\$298	(\$862)	29,531	\$0.46	\$0.31	\$0.27
19	2018 Dodge Ram 2500	527	Rupp	2,852	\$1,847	\$2,938	\$1,091	31,910	\$0.61	\$0.65	\$0.45
20	2019 Chev Colorado 4x4	528	Stompe	1,122	\$254	\$727	\$472	14,166	\$0.49	\$0.23	\$0.45
21	2019 NISSAN ROGUE	531	Eng/Wtr Consv	356	(\$0)	\$378	\$378	16,444	\$0.32	(\$0.00)	\$0.20
22	2019 NISSAN FRONTIER	533	Castellucci	2,883	\$1,157	\$3,240	\$2,082	15,734	\$0.37	\$0.40	\$0.33
23	2019 FORD F-150 2WD	534	Grisso	1,257	\$142	\$205	\$63	2,445	\$0.49	\$0.11	\$0.29
24	2019 FORD F-150 4x4	535	STP	2,489	\$607	\$686	\$79	15,841	\$0.29	\$0.24	\$0.31
25	2020 CHEVROLET COLORADO 2WI	536	FSR	1,926	\$653	\$882	\$229	12,431	\$0.31	\$0.34	\$0.19
26	2020 FORD F250 4X4	537	Kehoe, Chris	3,352	\$943	\$3,478	\$2,536	19,922	\$0.39	\$0.28	\$0.32
27	2020 FORD F250 4X4	538	STP	304	\$473	\$250	(\$223)	5,637	\$0.60	\$1.56	\$0.29
28	2020 FORD F150 2WD	539	Kane	976	\$239	\$70	(\$169)	3,276	\$0.31	\$0.24	\$0.00
29	2020 FORD F150 2WD	540	Kauwe	2,058	\$717	\$1,864	\$1,147	9,906	\$0.30	\$0.35	\$0.27
30	2021 NISSAN ROGUE	541	Clark	3,110	\$699	\$1,083	\$384	3,110	\$0.22	\$0.22	\$0.00
31	2021 NISSAN FRONTIER	542	STP	542	\$141	\$49	(\$92)	542	\$0.26	\$0.26	\$0.00
32	2021 Ford Ranger 4x4	543	LeBrun	3,040	\$557	\$1,586	\$1,029	3,040	\$0.18	\$0.18	\$0.00
Total 3/4 Ton & Under				62,633	26,159	41,990	15,831	1,676,656	\$0.48	\$0.42	\$0.37
1	1999 Ford F350 W/Svc Body	19	Pool	422	\$157	\$756	\$599	139,566	\$0.00	\$0.37	\$0.84
2	2002 Int'l 5 Yd Dump	44	Construction	1,048	\$2,484	\$4,522	\$2,038	115,171	\$1.73	\$2.37	\$1.27
3	2006 Int'l 4300 Crew	503	Construction/Crew	870	\$619	\$5,782	\$5,163	53,277	\$2.55	\$0.71	\$3.63
4	2009 Peterbilt 325 Crew	508	Construction/Crew	890	\$543	\$6,132	\$5,589	43,451	\$2.09	\$0.61	\$0.73
5	2012 Int'l 5 Yd Dump	514	Breit	1,020	\$1,874	\$3,612	\$1,738	50,340	\$1.42	\$1.84	\$1.36
6	2015 Int'l 5 Yd Dump	519	Sjoblom	1,595	\$2,063	\$5,390	\$3,327	49,089	\$1.27	\$1.29	\$1.17
7	2017 Ford F350 4x4	525	Lemos	2,225	\$2,597	\$3,192	\$595	45,504	\$0.59	\$1.17	\$0.68
8	2019 FORD F550 3 YD DUMP	530	Construction	1,264	\$828	\$3,668	\$2,840	8,095	\$1.00	\$0.66	\$0.72
Total 1 Ton & Over				9,334	\$11,165	\$33,054	\$21,889	504,493	\$1.40	\$1.20	\$0.72

¹ Expense amount shown excludes depreciation (this amount was \$81,000 for FY21, will update with FY22 amount to include Leased vehicles).

² Recovery is the amount charged to projects and operations to recover the expense of owning and operating the vehicle. Commencing 7/1/17 the recovery rate for vehicles 3/4-ton and under is

\$7/hr and the recovery rate for vehicles 1-ton and over is \$14/hr. An additional 50% is charged to developer projects to reflect the fair market value of the vehicle being used.

³ Purchased used in 2004 with 32,500 miles. Mileage shown is total incurred since District purchase.

**NORTH MARIN WATER DISTRICT
WATER CONSERVATION PROGRAM DETAIL
PERIOD ENDING SEPTEMBER 30, 2021**

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Description			COST THRU JUNE 2021	SEPTEMBER 2021	FYTD TOTAL	FY 21/22 BUDGET	(OVER) UNDER	TOTAL COST
NOVATO								
a. Residential								
1-7700-01	1-7700-26	1 Cash for Grass	\$454,159	\$8,946	\$21,936	\$35,000	\$13,064	\$476,096
1-7700-02	1-7700-27	2 Landscape Efficiency Rebates	27,227	642	\$2,754	5,000	2,246	29,981
1-7700-03		3 Fixtures Purchases	53,519	0	\$0	5,000	5,000	53,519
1-7700-06	1-7700-28	4 Washing Machine Rebates	354,796	435	\$1,550	5,000	3,450	356,346
1-7700-07		5 Demonstration Garden Improvements	55,105	0	\$0	1,000	1,000	55,105
1-7700-11	1-7700-29	6 Toilet Rebate SF	1,039,189	1,989	\$6,823	18,000	11,177	1,046,012
1-7700-12	1-7700-30	7 Toilet Rebate MF	18,896	0	\$0	2,000	2,000	18,896
1-7700-13		8 Residential Audits	483,043	50	\$1,126	20,000	18,874	484,169
1-7700-15		9 High Efficiency Toilet Distribution	242,197	0	\$0	0	0	242,197
1-7700-16		10 Water Waste Ordinance Monitoring	102,417	4,030	\$11,008	10,000	(1,008)	113,425
1-7700-17	1-7700-31	11 Swimming Pool Cover Rebate	5,682	940	\$3,300	1,000	(2,300)	8,982
1-7700-19	1-7700-32	12 ET Controller Rebate	49,466	153	\$919	5,000	4,081	50,385
1-7700-08		13 Administration	1,751,961	7,659	\$21,958	130,000	108,042	1,773,919
1-7700-20		14 New Development Wtr Cons Program	128,886	284	\$1,418	10,000	8,582	130,303
1-7700-21	1-7700-33	15 Demand Offset Rebate Program	3,843	0	\$150	2,000	1,850	3,993
1-7700-23		16 Grant Administration	3,300	0	\$0	1,000	1,000	3,300
1-7700-24	1-7700-34	17 Hot Water Recirculation Rebate	2,916	100	\$400	2,000	1,600	3,316
1-7700-25		18 Residential Fill Station	66,421	0	\$21	0	(21)	66,442
1-7700-35		19 UWMP	16,449	0	\$284	0	(284)	16,733
b. Commercial								
1-7701-02	1-7701-05	1 Toilet Rebate Program	67,561	0	0	5,000	5,000	67,561
1-7701-03	1-7701-04	2 Commercial Audits	39,151	142	567	2,000	1,433	39,718
c. Public Outreach/Information								
1-8672-16		1 Fall Newsletter	100,955	6,382	6,586	8,000	1,414	107,541
1-8672-17		2 Spring Newsletter	115,819	0	142	9,000	8,858	115,961
1-8672-18		3 Summer Newsletter	20,290	0	0	0	0	20,290
1-7700-04		4 Public Outreach / H ₂ O Fair	323,141	5,388	22,894	67,000	44,106	346,035
1-7700-05		5 Marketing	174,598	3,919	10,919	15,000	4,081	185,518
1-7700-22		6 Public Outreach/Leadership Novato	11,327	0	0	0	0	11,327
d. Large Landscape								
1-8653-02		1 Large Landscape Audits	92,072	0	142	2,000	1,858	92,214
1-7702-01		2 Large Landscape Budgets	41,339	116	657	0	(657)	41,996
1-7702-02	1-7702-04	3 Large Landscape Irrig Efficiency Rebates	14,960	0	0	6,000	6,000	14,960
1-8653-01		4 CIMIS Station Maintenance	19,822	0	0	2,000	2,000	19,822
1-7702-03		5 Administration-Large Landscape	112,458	567	2,268	9,000	6,732	114,727
TOTAL NOVATO WATER CONSERVATION			\$5,992,967	\$41,740	\$117,821	\$377,000	\$259,179	\$6,110,788
WEST MARIN WATER								
2-5166-00		a. Water Conservation Program	\$159,461	\$1,518	\$5,908	\$4,000	(\$1,908)	\$165,370
TOTAL WATER CONSERVATION EXPENDITURES			\$159,461	\$1,518	\$5,908	\$4,000	(\$1,908)	\$165,370

**NORTH MARIN WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS
PERIOD ENDING SEPTEMBER 30, 2021**

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Description	COST THRU JUNE 2021	SEPTEMBER 2021	FYTD TOTAL	FY 21/22 BUDGET	(OVER)/UNDER BUDGET	TOTAL COST
1 PIPELINE REPLACEMENTS/ADDITIONS						
a. Main/Pipeline Replacements						
1-7183-xx 1 Replace Plastic thin Walled Pipe < 4-inch	\$0	\$0	\$0	\$150,000	\$150,000	\$0
1-7185-00 2 Replace CI Pipe-Grant Ave	215,568	0	1,583	0	(1,583)	217,151
1-7193-00 3 Replace 6" ACP Pipe (810") Glen Rd	228,705	0	27,605	0	(27,605)	256,310
1-7194-00 4 Redwood Blvd Pipe Lowering	10,507	0	0	0	0	10,507
1-7195-00 5 Novato Blvd Widening Diablo to Grant	14,258	247	4,055	200,000	195,945	18,313
1-7198-00 6 Remove/Replace 12" Valves-Center Rd	0	0	0	0	0	0
7 Other Main Replacements (60+ years old)	0	0	0	200,000	200,000	0
b. Main/Pipeline Additions						
1-7150-00 1 San Mateo Inlet/Outlet Pipe (2,200')	219,640	0	1,026	850,000	848,974	220,665
2 Other Main/Pipeline Additions	0			150,000		
c. PB Service Line Replacements						
1-7139-xx 1 Repl PB in Sync w/City Paving (30 Svcs)	0	0	0	70,000	70,000	0
1-7139-23 2 Repl PB-San Marin Dr/Ignacio Blvd	80,098	0	1,214	0	(1,214)	81,312
d. Relocations to Sync w/City & County CIP						
1-8737-xx 1 Other Relocations	0	0	0	70,000	70,000	0
TOTAL PIPELINE REPLACEMENTS/ADDITIONS	\$768,776	\$247	\$35,483	\$1,690,000	\$1,504,517	\$804,259
e. Aqueduct Replacements & Enhancements						
1-7118-02 1 MSN B2-Utility Agreement Costs ¹	\$128,979	\$765	\$8,145	\$0	(\$8,145)	\$137,124
	\$128,979	\$765	\$8,145	\$0	(\$8,145)	\$137,124
2 SYSTEM IMPROVEMENTS						
1-7007-14 a. Detector Check Assembly Repair/Repl (~14/yr)	\$87,653	\$3,012	\$3,012	\$100,000	\$96,988	\$90,666
1-7090-04 b. Anode Installations (150/yr)	264	0	0	10,000	10,000	264
1-7190-00 c. San Marin Aqueduct Valve Pit (STP to Zone 2)	0	0	0	150,000	150,000	0
1-8302-21 d. Rehab Black Pt Pressure Regulating Station	18,714	7	4,719	25,000	20,281	23,434
1-6313-20 e. Rehab Harbor Dr pressure Regulating Station	0	0	0	25,000	25,000	0
1-6316-20 f. Frosty Lane Intertie Ball Valve Upgrade	0	0	0	0	0	0
TOTAL SYSTEM IMPROVEMENTS	\$106,632	\$3,019	\$7,732	\$310,000	\$302,268	\$114,364
3 BUILDINGS, YARD, & S.T.P. IMPROVEMENTS						
a. Administration Building						
1-6501-44 1 NMWD Headquarters Upgrade ²	\$429,500	\$129,416	\$311,212	\$3,475,000	\$3,163,788	\$740,711
b. Stafford Treatment Plant						
1-6600-69 1 Dam Concrete Repair (Apron)	0	0	0	50,000	50,000	0
1-6600-96 2 Leveroni Creek Embankment Repair ³	51,244	2,157	2,157	175,000	172,843	53,401
1-6600-xx 3 Other Treatment Plant Improvements	0	0	0	50,000	50,000	0
1-6600-92 4 STP-Chemical System Upgrades	68,996	0	0	75,000	75,000	68,996
1-6600-83 5 Filter Underdrain/Media R&R	12,002	0	0	20,000	20,000	12,002
1-6600-34 6 STP-High Service Pump #3 Replacement	17,945	0	0	0	0	17,945
TOTAL BUILDING, YARD, & STP IMPROVEMENTS	\$579,687	131,573	\$313,369	\$3,845,000	\$3,531,631	\$893,056
4 STORAGE TANKS & PUMP STATIONS						
a. Tank Construction						
1-6207-20 1 Old Ranch Rd Tank Replacement	\$278,484	\$372,736	\$381,356	\$1,600,000	\$1,218,644	\$659,840
b. Tank Rehabilitation						
1-7170-00 1 Hydropneumatic Tank Repairs	20,405	2,986	8,289	130,000	121,711	28,693
c. Other Tank & PS Improvements						
1-6112-24 1 Lynwood PS Motor Control Center	150,287	0	0	525,000	525,000	150,287
1-6141-00 2 Crest PS/Relocate School Rd PS	253,172	4,391	10,274	375,000	364,726	263,447

**NORTH MARIN WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS
PERIOD ENDING SEPTEMBER 30, 2021**

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Description		COST THRU JUNE 2021	SEPTEMBER 2021	FYTD TOTAL	FY 21/22 BUDGET	(OVER)/UNDER BUDGET	TOTAL COST
1-6120-23	3 Trumbull PS/Repl Pump Flange	0	6,510	6,510	0	(6,510)	6,510
TOTAL STORAGE TANKS & PUMP STATIONS		\$702,347	\$386,622	\$406,429	\$2,630,000	\$2,223,571	\$1,108,777
5 RECYCLED WATER							
5-7162-04	1 Replace CI-Atherton Ave	\$0	\$0	\$0	\$50,000	\$50,000	\$0
	a. Other Recycled Water Expenditures	0	0	0	50,000	50,000	0
5-7162-05	1 Carwash Retrofit-128 Vintage Way	0	321	1,151	0	(1,151)	1,151
5-7162-06	2 Truck RW Load Expansion 2021	0	26,033	26,033	0	(26,033)	26,033
TOTAL RECYCLED WATER		\$0	\$26,354	\$27,184	\$100,000	\$72,816	\$27,184
6 WEST MARIN WATER SYSTEM							
2-6263-20	a. Replace PRE Tank #4A (25K Gal w/125K Gal)	\$1,391,843	\$4,188	\$13,661	\$0	(\$13,661)	\$1,405,504
2-6609-20	b. New Gallagher Well #2	364,766	42,935	51,366	631,000	579,634	416,132
2-8829-00	c. PB Replace in Sync w/County Paving	1,455	0	0	50,000	50,000	1,455
2-7185-00	d. Gallagher Ranch Streambank Stabilization ⁴	722,658	2,073	2,073	4,000	1,928	724,730
2-8912-00	e. Lagunitas Bridge Pipeline Replacement	33,203	124	1,422	400,000	398,578	34,625
2-7200-00	f. Silver Hills Culvert Replacement	0	638	638	0	(638)	638
TOTAL WEST MARIN WATER SYSTEM		\$2,513,925	\$49,958	\$69,159	\$1,085,000	\$1,015,841	\$2,583,083
7 OCEANA MARIN SEWER SYSTEM							
8-8672-28	a. Infiltration Repair (Manhole Relining)	\$81,763	\$0	\$31,350	\$40,000	\$8,650	\$113,113
8-7085-05	b. Tahiti Way Lift Pump Replacement	9,489	0	0	100,000	100,000	9,489
8-7173-00	c. OM Treatment Pond Rehab-404 Grant-FEMA ³	190,530	0	1,148	1,450,000	1,448,852	191,678
8-7173-01	d. OM Treatment Pond Rehab-Grant Management	0	186	619	0	(619)	619
8-7199-00	e. Replace OM Generator	0	0	0	0	0	0
TOTAL OCEANA MARIN SEWER SYSTEM		\$281,782	\$186	\$33,117	\$1,590,000	\$1,556,883	\$314,899
TOTAL PROJECT EXPENDITURES		\$5,082,128	\$598,724	\$900,617	\$11,250,000	\$10,199,383	\$5,982,745
8 LESS FUNDED BY GRANTS, LOANS & REIMBURSEMENTS							
(Accrued)/Deferred							
	a. MSN Aqueduct Caltrans Reimb-Segment B2 ¹	(\$33,062)	\$0	(\$8,145)	\$0	\$8,145	(\$41,207)
	b. NMWD Headquarters Upgrade ²	(429,500)	(129,416)	(311,212)	(3,575,000)	(3,263,788)	(740,711)
	c. Gallagher Ranch Streambank Stabilization ⁴	0	(2,073)	(2,073)	(550,000)	(547,928)	(2,073)
	d. OM Treatment Pond Rehab-404 Grant-FEMA ³	(61,082)	0	(861)	(1,450,000)	(1,449,139)	(61,944)
FUNDING BY OTHERS (ACCRUED)/DEFERRED		(\$523,645)	(\$131,488)	(\$322,290)	(\$5,575,000)	(\$5,252,710)	(\$845,935)
Received							
	a. MSN Aqueduct Caltrans Reimb-Segment B2 ¹	(\$120,684)	\$0	\$0	\$0	\$0	(\$120,684)
	b. NMWD Headquarters Upgrade ²	\$0	0	0	0	\$0	\$0
	c. Gallagher Ranch Streambank Stabilization ⁴	(411,398)	0	0	0	\$0	(\$411,398)
	d. OM Treatment Pond Rehab-404 Grant-FEMA ³	(86,060)	0	0	0	\$0	(\$86,060)
FUNDING BY OTHERS RECEIVED		(\$618,142)	\$0	\$0	\$0	(\$618,142)	(\$618,142)
NET PROJECT EXPENDITURES		\$3,940,342	\$467,236	\$578,327	\$5,675,000	\$4,328,532	\$4,518,669

**NORTH MARIN WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS
PERIOD ENDING SEPTEMBER 30, 2021**

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Description	COST THRU JUNE 2021	SEPTEMBER 2021	FYTD TOTAL	FY 21/22 BUDGET	(OVER)/UNDER BUDGET	TOTAL COST
CIP SUMMARY-GROSS EXPENDITURES:						
		Current Month	FYTD Total	FY 21/22 Budget	FYTD/ Budget%	
Novato Water Capital Projects		\$522,227	\$771,158	\$8,475,000	9%	7,649
Novato Recycled Water Capital Projects		26,354	27,184	100,000	27%	
West Marin Water Capital Projects		49,958	69,159	1,085,000	6%	
Oceana Marin Sewer Capital Projects		186	33,117	1,590,000	2%	
Gross Capital Improvement Project Outlays		\$598,724	\$900,617	\$11,250,000	8%	
CIP SUMMARY-NET EXPENDITURES:						
		Current Month	FYTD Total	FY 21/22 Budget	FYTD/ Budget%	
Novato Water Capital Projects		\$392,811	\$459,946	\$4,900,000	9%	
Novato Recycled Water Capital Projects		26,354	27,184	100,000	27%	
West Marin Water Capital Projects		47,885	67,086	535,000	13%	
Oceana Marin Sewer Capital Projects		186	32,256	140,000	23%	
Net Capital Improvement Project Outlays		\$467,236	\$586,472	\$5,675,000	10%	

Notes to Capital Improvement Projects Schedule:

- (1) Funding provided 100% by Caltrans.
- (2) \$16.2M NMWD Headquarters Upgrade is proposed to be funded by 20 year 3.5% bank loan.
- (3) Project developed as part of October 2017 Feasibility Assessment prepared by Prunuske Chatham.
- (4) Loan from Novato Water-As included in the 2021 WM Water rate study - to be paid with interest. Loan to occur in FY21 & FY22.
- (5) OM Treatment Pond Rehab-Project to be funded at 75% by grants. Eligible project costs are budgeted at \$2.2M (75%=\$1.425M). Also includes loans for capital projects of \$250K in FY22.

CONSULTING SERVICES/STUDIES						
1-4057-00	a. Local Water Supply Enhancement Study	\$0	\$312	\$312.04	\$225,000	\$224,688
1-4077-00	b. Potter Valley Project FERC Relicensing	12,071	2,633	2,633	5,000	2,368
1-6501-43	c. Electronic Document Management System	4,427	0	0	60,000	60,000
1-4076-01	d. District Boundary Election Map Review and Redraw	0	940	940	40,000	39,060
1-4085-00	e. Cathodic Protection Master Plan	0	0	0	20,000	20,000
1-4086-00	f. Pump Efficiency Hydraulic Study	0	0	0	25,000	25,000
1-7140-01	e. Stafford Dam EAP & Inundation Mapping Updates	20,695	0	1,539	10,000	8,461
1-4073-00	f. Surplus Properties	0	0	0	0	0
5-4087-00	g. Recycled Water Program Strategy	0	2,342	2,342	0	(2,342)
1-4088-00	h. Emergency Operations Plan Update	0	0	0	5,000	5,000
1-4055-00	i. Stafford Lake Watershed Sanitary Survey		10,120	10,120	0	(10,120)
1-4050-01	j. 2020 Urban Water Management Plan	90,305	913	913	0	(913)
	k. District Allocation of North Bay Reuse Authority Budget	0	10,000	10,000	0	(10,000)
	l. Financial Model Training	1,995	0	1,890	0	(1,890)
	m. GASB 75 (OPEB) Disclosure Information Report	4,500	500	500	0	(500)
		\$133,992	\$27,759	\$31,188	\$390,000	\$358,812

North Marin Water District Financial Statement Notes

Note 1 - Restricted Cash

Connection Fee Fund: Cash available from collection of Connection Fees. The fee is charged to developers based upon the estimate of cost necessary to construct capacity to serve the new development. These funds are restricted by law for expansion of the water or sewer facilities within the service area where the development occurs. Funds are disbursed from the Connection Fee Reserve as expenditures are incurred to increase system capacity to serve new development. The fund balance accrues interest monthly.

Deer Island RWF Replacement Fund: The State Revolving Fund (SRF) loan agreement required the District to agree to establish and maintain a Water Recycling Capital Reserve Fund (WRCRF) for the expansion, major repair, or replacement of the Deer Island Recycled Water Treatment Plant. The WRCRF is maintained in compliance with the "Policy for Implementing the State Revolving fund for Construction of Wastewater Treatment Facilities" in effect at the time the agreement was signed by the District. The September 2003 Recycled Water Master Plan prepared by Nute Engineering recommended limiting the reserve to fund replacement of the RWF electrical and mechanical equipment (including transmission pumps) as they wear out. The cost of said equipment was \$1,483,000 which, at Nute's recommended 6% interest rate factor and 25-year life, renders an annual funding requirement \$115,000. The fund balance accrues interest monthly.

Recycled Water Capital Replacement and Expansion Fund: The 2011 Interagency Agreements for Recycled Water between NSD, LGVSD & NMWD require that any payments to the Distributor (NMWD) by the End User (Consumers) in excess of actual costs (marginal payments) shall be deposited in this fund. Operation and Maintenance Costs are defined as the actual cost of: labor (including general and administrative overhead plus tools and supplies normally applied), equipment and vehicle charges, consumables (such as chemicals and electrical power), and spare parts and/or replaced components necessary to reliably treat and deliver recycled water to the End Users. Operation and Maintenance Costs do not include costs for major capital replacement or process changes. A payment of \$305,711 was made to Novato Sanitary District in December 2019 for the Clearwell Improvement Project.

Tax Receipts held in Marin County Treasury: Balance of tax proceeds collected and disbursed by the County of Marin for repayment of the Olema (OL-2) general obligation bond debt. The County credits interest to these funds quarterly.

STP SRF Reserve Fund – Marin County Treasury: The 2004 Stafford Treatment Plant State Revolving Fund (SRF) loan agreement requires the District to build a Reserve Fund equal to one year of payments (\$1,044,474) in the Marin County Treasury during the first ten years of the 20-year repayment period. Every January 1 and July 1, commencing January 1, 2010, the District deposits with the County 10% of the semi-annual SRF payment. This Reserve Fund was fully funded at 6/30/19. The County credits the fund with interest quarterly, which is applied to the semi-annual payments, and will use the Reserve to pay the last 2 semi-annual SRF loan payments.

RWS North/South SRF Reserve Fund: The State Water Resource Control Board Agreements for the seven Clean Water State Revolving Fund Loans made for expansion of the Recycled Water System distribution system require that the District establish a reserve fund equal to one year's debt service (\$614,299) prior to the construction completion date.

RWS Central SRF Reserve Fund: The State Water Resource Control Board Agreement for the Clean Water State Revolving Fund Loan made for expansion of the Recycled Water System distribution system requires that the District establish a reserve fund equal to one year's debt service (\$275,773) prior to the construction completion date.

Note 2 - Designated Cash

Liability Contingency Fund: Established in 1986 when the District first elected to self-insure its general liability risk. This reserve was funded with \$1 million initially and \$200,000 annually thereafter until it reached a balance of \$2 million. In FY98 the West Marin Water System was included in the fund and built-up a proportional reserve of \$74,000 over several years. Commencing FY93, \$1 million of the reserve was made available to fund loans to eligible employees under the District's Employer Assisted Housing Program. In August 2008, \$500,000 was transferred into this reserve from the Self-Insured Workers' Compensation Fund and made available to fund Employer Assisted Housing Program loans. Currently there is \$525,000 in Employer Assisted Housing Loans outstanding (see Note 3). In March 2005, \$652,400 was expended from the fund to purchase a home at 25 Giacomini Road in Point Reyes Station. The home is currently rented. In 2006, \$8,885 was added from the sale of surplus property in West Marin. The fund balance does not accrue interest.

Workers' Compensation Fund: Commencing July 2019, the District switched from self-insuring its workers' compensation liability to 1st dollar workers' compensation insurance with Zenith Insurance Company. The premium for 1st dollar insurance is higher than staying with the SIR plan, but the risk of \$1M out of pocket costs is eliminated. In FY22, the Worker's Comp Reserve Fund was reduced \$23,440, the amount of the one remaining claim filed when the District was self-insured, with the balance transferred to Unrestricted Cash.

Retiree Medical Benefits Fund: NMWD pays the cost of health insurance for retirees between the ages of 55 and 65 and spouse under any group plan offered by CalPERS. The retiree must be at least 55 and have a minimum of 12 years (for employees hired on or before September 30, 2018) and a minimum of 20 years (for employees hired after September 30, 2018) of NMWD service at the date of retirement. NMWD's contribution toward the chosen plan is capped in the same manner as all other NMWD employees in the same class. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or for both the retiree and spouse when the retiree becomes eligible for Medicare. When the retiree or spouse becomes eligible for Medicare, NMWD pays up to the couple annuitant rate, which is capped at \$3,830 per year (\$319/month). In August 2003, NMWD transferred \$2.55 million (\$2.3 million for current retirees plus \$250,000 for future retirees) from unrestricted cash into a reserve to fund this obligation. In 2010 the Board directed staff to add \$1,500 per employee annually as a payroll overhead to accrue and accelerate amortization of this liability. The accrual is maintained as a Long-Term Liability entitled Total OPEB Liability. In 2021 an Actuarial Analysis calculated NMWD's total actuarial liability at \$4.9 million. The Retiree Medical Benefits cash fund earns interest monthly.

Maintenance Accrual Fund: Established in FY91 to provide a source of maintenance money for replacement of treatment, storage, transmission and distribution facilities as they wear out. The annual contribution from operating reserves was initially \$200,000. Net polybutylene claim settlement proceeds of \$671,060 were closed into the fund in FY93. In FY94 the annual contribution was reduced to \$100,000. Starting in FY21/22, this reserve was increased to \$4.0 million based on the District's planned pay-go capital spending per the 2020 Novato Water Rate Study and subsequent financial plans. Funds are borrowed from the Maintenance Accrual Fund to offset the shortfall in unrestricted Cash & Investments. The fund balance does not accrue interest.

Operating Reserve Fund: This reserve, comprised of four months of budgeted operating expenditures (less depreciation) as recommended by the District's financial advisors, serves to ensure adequate working capital for operating, capital, and unanticipated cash flow needs that arise during the year. Funds are borrowed from the operating Reserve Fund to offset the shortfall in unrestricted Cash & Investments. The fund balance does not accrue interest.

Note 3 – Employee Loans

Housing Loans: The District's Employer Assisted Housing Program allows up to \$300,000 to be loaned to an employee for a period of up to 15 years for the purchase of a home within the District service territory that will enable the employee to respond rapidly to emergencies affecting the operation of the District. Repayment is due upon sale, termination of employment, or other event as described in the Program.

Interest on the loan is contingent upon and directly proportional to the appreciation in value occurring on the purchased property. There are two employee-housing loans currently outstanding totaling \$525,000: a \$250,000 loan dated March 2015, and a \$275,000 loan dated June 2018.

Note 4 – Other Long Term Receivables

In 2014, the District entered into an interconnection agreement with MMWD for their share of the Aqueduct Energy Efficiency Project. The 2.71% \$3,622,882 loan will have yearly payments due of \$205,320, and the final payment is due in July 2032. In 2015 the District entered into an agreement with Marin Country Club for their share of the pipeline extension to provide recycled water for the Marin Country Club Golf Course. In 2016 the District received a \$6.6 million 30-year 1.0% SRF loan to finance the Recycled Water Central project, and Marin Country Club agreed to pay the District \$1,265,295 in bimonthly payments of \$8,142 at 1.0% over 30 years for their share of the pipeline extension. Marin Country Club also agreed to pay \$430,463 of the District's local share of the project in bimonthly payments of \$8,242 over 10 years at 2.8%, which is the Novato Potable Fund's weighted average cost of debt. The payments will coincide with Marin Country Club's water service payments. Marin Country Club paid the 10 year loan in full in December 2018. The final payment from Marin Country Club for the 30 year loan is due in November 2047. The Marin Country Club also owes the District \$189,402.89 in previously unbilled water receipts due to a recording error in their 6" AMI meter. \$89,990.87 of this amount was paid by Marin Country Club in October 2020 and the remaining balance due of \$99,412.02 will be re-paid in \$2,000 monthly installment payments and will be paid in full March 2025.

Note 5 – Depreciation

Assets are assigned a useful life based on consultations with the District Chief Engineer and a survey of other water agencies. Depreciation is computed on a straight-line basis over the estimated useful life of the various classes of property as follows:

<u>Facility</u>	<u>Life (Years)</u>
Aqueduct.....	150
Dam.....	100
Buildings & Structures.....	40
Mains.....	50
Pumping Equipment.....	25
Water Treatment Equipment.....	20
Storage & Transmission (16"+) Facilities.....	50
Distribution Facilities (includes Pump Stations).....	50
Office, Laboratory, Construction & Shop Tools & Equipment.....	10
Vehicles 1 ton or greater.....	10
All other vehicles.....	5
Sewer Mains.....	40
Sewer Pumps.....	10

Note 6 - Capitalization Policy

The Government Finance Officers Association *Guide for State and Local Governments* recommends that a capitalization policy incorporate a minimum threshold of \$5,000 and an estimated useful life of at least two years. It also cautions that federal grant and loan requirements prevent the use of capitalization thresholds in excess of \$5,000. Thus NMWD's capitalization threshold is \$5,000.

Note 7 – Bond & Loan Servicing Schedule for Fiscal Year 2021-2022

Service Area	Description	Issue Date	Rate	Original Amount	Payment Due	Final Pmt	FY22		6/30/22 Outstanding Balance
							Interest Expense	Principal Paid	
1 Novato	SRF Loan - STP	2004	2.39%	\$16,528,850	7/1 & 1/1	7/1/29	\$175,634	\$868,841	\$6,695,774
2 Novato	Bank Loan Marin	2011	3.54%	\$7,000,000	27 th /mo	10/27/31	\$137,863	\$344,179	\$3,847,238
3 Novato	Chase Bank Loan	2018	2.69%	\$4,600,000	3/1 & 9/1	3/1/33	\$103,027	\$275,000	\$3,555,000
Novato Total							\$416,524	\$1,488,020	\$14,097,832
4 RW TP	SRF Loan	2006	2.4%	\$4,302,560	6/20	6/19/27	\$36,259	\$237,108	\$1,273,680
5 RW North	SRF Loans (4)	2013	2.6%	\$4,375,605	Varies	Varies	\$71,561	\$210,332	\$2,542,002
6 RW South	SRF Loans (3)	2013	2.2%	\$5,361,952	Varies	Varies	\$78,057	\$254,349	\$3,293,705
7 RW Central	SRF Loan	2016	1.0%	\$7,130,503	12/19	12/31/47	\$64,971	\$210,802	\$6,286,299
Recycled Water Total							\$250,848	\$912,591	\$13,395,686
8 WM Water	Bank Loan Marin	2012	3.54%	\$1,000,000	27 th /mo	10/27/31	\$20,237	\$50,522	\$564,427
West Marin Water Total							\$20,237	\$50,522	\$564,427
FY22 Total							\$687,609	\$2,451,133	\$28,058,125

1. In April 2004 the California State Department of Water Resources approved a 2.39% 20-year loan for reconstruction of the Stafford Water Treatment Plant. The project was completed in FY09 with repair of the Outlet Tower Sluice Gate. Interest paid during construction totaled \$1,636,378. The loan covenants require an annual reserve fund contribution of \$104,447 (10% of the annual debt service obligation) be deposited into the Marin County Treasury during each of the first ten years of the repayment period. Debt service is funded 25% by Facility Reserve Charges. The first payment was made in December 2009.
2. In October 2011 Bank of Marin made a 20-year 3.54% (APR) loan of \$8 million to fund the District's share of the Aqueduct Energy Efficiency Project. See Note 15 below, and note to loan 9 above.
3. In March 2018 Chase Bank made a 15-year 2.69% (APR) loan of \$4.6 million to fund the District's Automated Meter Information system Project.
4. In August 2006 the California State Department of Water Resources approved a 2.4% 20-year loan of \$4,264,545 for construction of the Deer Island Recycled Water Facility. With the addition of \$38,015 in Construction Period Interest, the loan principal totaled \$4,302,560. The project was completed in June 2007, and the first payment was made June 19, 2008.

5. In July 2011 the California State Department of Water Resources approved a series of four 2.6% 20-year loans which totaled \$4,375,605 for the Recycled Water North Service Area Expansion Project. The projects were completed on October 31, 2012, and the first payment was made in November of 2012.
6. In March 2012 the California State Department of Water Resources approved a series of three 2.2% 20-year loans totaling \$5,361,952 for the Recycled Water South Service Area Expansion Project. The projects were completed on September 4, 2013, and the first payment was made in December of 2013.
7. In May 2016 the California State Department of Water Resources approved a 1.0% 30-year loan of \$7,130,503 for the Recycled Water Central Service Area Expansion. The project will be completed in December 2017, and the first payment was made December 31, 2018.
8. In June 2012 the Board authorized reallocating \$1 million of the Bank of Marin loan to West Marin Water to repay Novato Water \$223,000 owed for loans to fund Long Range Improvement Projects and the remainder to fund the Solids Handling Facility at the Point Reyes Water Treatment Plant. See note to loan 2 above.

Note 8 – Unemployment Insurance Reserve

NMWD uses the "Reimbursable Method" of paying for Unemployment Costs. Under this method, the District reimburses the State Employment Development Department for all unemployment benefits paid on our behalf. The reserve is maintained at an amount equal to the higher of the average claim amount paid over the last 5 years or 52 times the maximum weekly benefit amount (currently \$450 x 52 = \$23,400).

Note 9 – Payroll Benefits

Payroll Benefits payable includes payroll taxes; vacation, sick, and holiday leave; Section 125 payments; cancer, long term care and disability insurance premiums; union dues; and employee benefit fund.

Note 10 - Interest Policy on Inter-District Loans

In the event an improvement district expends all of its Undesignated Funds, it shall borrow funds from that improvement district's Board Designated Fund reserves to meet ongoing requirements. In the event an improvement district expends all of its Board Designated Fund reserves, it may receive a loan from the Novato Improvement District in an amount sufficient to meet its ongoing requirements. Restricted Funds shall not be used to finance ongoing normal operating expenses.

No interest shall be paid by an improvement district on funds borrowed from that improvement district's Board Designated Fund reserves. Interest on loans from the Novato Improvement District shall be paid by the recipient district to the Novato district based upon the outstanding loan balance at the close of the previous accounting period. Interest shall be calculated at the higher of: 1. The weighted average interest rate of Novato improvement district debt (2.77% at 6/30/21); or 2. The average interest rate earned on the District treasury since the close of the previous accounting period; plus \$50 per month.

Note 11 – Budget Augmentations

Note 12 – Prior Period Adjustment

Note 13 – Explanation of Financial Statement Components

The District's financial statement is comprised of four components: 1) Statement of Net Position, 2) Sources and Uses of Funds Statement – All Service Areas Combined, 3) Income Statement and Cash Flow by Service Area, and 4) Notes to the Financial Statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

The Statement of Net Position (page 4) reports the District's assets and liabilities and provides information about the nature and amount of investments in resources (assets) and the obligations to the District's creditors (liabilities). The difference between assets and liabilities is reported as *net position*. Over time, increases or decreases in the fund balance may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Sources and Uses of Funds Statement – All Service Areas Combined (page 8) compares fiscal year-to-date performance against the Board approved annual budget – presented in the adopted budget format. This Sources and Uses of Funds Statement varies from the income statement in that it includes capital expenditures, debt principal repayment, connection fee revenue, and cash infusions from debt issuance.

The Income Statement and Cash Flow by Service Area (page 9) presents the net income (loss) for the fiscal year-to-date (FYTD) period for each of the District's four service areas. The income and expenses on this report are presented in conformity with Generally Accepted Accounting Principles (GAAP) and comply with Governmental Accounting Standards Board pronouncements. Accordingly, all income and expenses are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. This statement measures the success of each service area's operations and can be used to determine whether the service area has successfully recovered all costs through user fees and other charges.

Also included at the bottom of page 9 is a statement of Cash Flow by Service Area. The primary purpose of this statement is to reconcile in an informative manner the difference between the net income/(loss) for period of each service area with the resultant change in cash balance that occurred over the same period.

Notes to the Financial Statements (page 28) provide a summary of significant accounting policies and assumptions and other information of value to the financial statement reader.

Other Supplementary Information includes Detail Income Statements presented in accordance with GAAP for each of the four service areas (pages 10, 14, 16, 19). These statements present income and expenditures in close detail for further analysis. Other supplementary schedules of note include the Vehicle Fleet Analysis (page 23), Equipment Expenditures (page 21) and Capital Improvement Project Expenditures (page 25), which show outlays to date, compared with budget authority.

Note 14 –Connection Fee Transfers from Novato Water To Recycled Water

The following Connection Fee (FRC) reserve amounts have been transferred to the Recycled Water fund:

Expansion Local Share				SRF RWF Expansion				Transfer			
North	South	Central	NBWRA	Loan	SRF Loan	BPGL Loan Repayment	CIP	Total	Executed		
			\$29,725					\$29,725			
			\$50,478	\$22,795				\$73,273			
			\$150,455	\$22,795				\$173,250			
FY10	\$133,659		\$75,198	\$22,795				\$231,652	\$133,659		\$133,659
FY11			\$133,319	\$22,795				\$156,114			\$1,175,098
FY12	\$233,478	\$265,500	\$115,883	\$22,795				\$637,656			(\$7,088)
FY13			\$315,023	\$22,795	\$464,572			\$802,390	\$1,970,400		\$802,390
FY14	\$236,291	\$723,525	\$4,024	\$63,035	\$22,795	\$500,529		\$1,550,200	\$1,550,200		\$1,550,200
FY15		\$17,563	(\$4,024)	\$38,283	\$22,795	\$614,299		\$688,916	\$688,916		\$688,916
FY16	\$0	\$0	\$66,729	\$102,842	\$22,795	\$614,299		\$806,664	\$806,664		\$806,664
FY17			\$362,524	\$194,636	\$22,795	\$614,299	\$36,687	\$1,230,940	\$1,230,940		\$1,230,940
FY18			\$5,071,512	\$38,908	\$22,795	\$614,299		\$5,747,513	\$5,747,513		\$5,747,513
FY19			(\$2,168,755)	\$6,966	\$22,795	\$890,072		(\$1,248,922)	(\$1,248,922)		(\$1,248,922)
FY20			\$5,499	\$0	\$0	\$350,287	(\$1,046,471)	\$1,084	(\$689,600)	(\$689,600)	(\$689,600)
FY21						\$890,072		\$890,072	\$890,072		\$890,072
FY22						\$216,362					
\$603,428	\$1,006,589	\$3,337,509	\$1,314,751	\$273,539	\$5,769,089	\$0	\$37,771	\$12,342,676	\$11,079,843		\$11,079,843

8

MEMORANDUM

To: Board of Directors
 From: Drew McIntyre, General Manager 
 Subject: Re-Authorizing – Meetings by Teleconference of Legislative Bodies of North Marin Water District
t:\gm\bod misc 2021\board of directors meetings by teleconference 11.12.2021 final.doc

November 12, 2021


RECOMMENDED ACTION: Adopt Resolution No. 21-XX: "Resolution Finding Proclaimed State of Emergency, That Local Officials Continue to Recommend Physical Distancing, and that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees; and Re-Authorizing Meetings by Teleconference of Legislative Bodies of North Marin Water District from November 16, 2021 through December 16, 2021 Pursuant to Brown Act Provisions".

FINANCIAL IMPACT: None

As authorized by the Governor's Executive Order N-29-20, Board meetings have been held virtually over the past eighteen months to protect attendees, including members of public, District employees, and Board members, from potential exposure to the novel coronavirus disease 2019 ("COVID-19"). On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinded these temporary modifications to the Brown Act, effective September 30, 2021. On September 16, 2021, the Governor signed Assembly Bill 361 (2021) ("AB 361") amending the Brown Act to allow local legislative bodies to continue to conduct meetings virtually under specified conditions and pursuant to special rules on notice, attendance, and other matters. AB 361 took full effect on October 1, 2021.

AB 361 authorizes the Board of Directors to meet virtually during declared states of emergency without noticing the location of individual Board Members or requiring such locations to be open to the public if certain findings are made and certain procedures are followed. Where a virtual meeting is held pursuant to AB 361, the members of the public must be able to observe and participate during the meeting.

The Governor's March 4, 2021 declaration of a State of Emergency remains in effect and the State currently requires masks for all unvaccinated individuals and recommends all vaccinated individuals wear masks indoors. CDC, Cal/OSHA, and OSHA continue to recommend physical distancing of at least six feet to protect against transmission of COVID-19. Marin County

Approved by GM Date 11/12/21

continues to recommend following CDC guidance on physical distancing as a layer of protection against transmission of COVID-19. On September 29, 2021, Marin County Public Health announced it has launched a COVID-19 booster dose vaccination clinic at Northgate Mall. Therefore, the current circumstances support a determination by the Board that meeting in person would continue to present imminent risks to the health and safety of attendees.

On October 5, 2021, the Board adopted Resolution 21-22, thereby finding a proclaimed state of emergency, that local officials continue to recommend physical distancing, and that meeting in person would present imminent risks to the health or safety of attendees; and authorizing meetings by teleconference of legislative bodies of North Marin Water District from October 5, 2021 through November 4, 2021 pursuant to Brown Act provisions.

On November 2, 2021, the Board adopted Resolution 21-26, thereby finding a proclaimed state of emergency, that local officials continue to recommend physical distancing, and that meeting in person would present imminent risks to the health or safety of attendees; and re-authorizing meetings by teleconference of legislative bodies of North Marin Water District from November 2, 2021 through December 2, 2021 pursuant to the Brown Act provisions.

If adopted, Resolution No. 21-XX will allow the Board to continue to meet virtually for another 30 days, after which the Board will need to reconsider its findings and confirm the need to hold virtual meetings. This reconsideration and confirmation will need to occur every thirty days until the Board determines it is safe to meet in person.

RECOMMENDED ACTION:

Adopt Resolution No. 21-XX: "Resolution Finding Proclaimed State of Emergency, That Local Officials Continue to Recommend Physical Distancing, and that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees; and Re-Authorizing Meetings by Teleconference of Legislative Bodies of North Marin Water District from November 16, 2021 through December 16, 2021 Pursuant to Brown Act Provisions".

RESOLUTION NO. 21-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH MARIN WATER DISTRICT FINDING PROCLAIMED STATE OF EMERGENCY, THAT LOCAL OFFICIALS CONTINUE TO RECOMMEND PHYSICAL DISTANCING, AND THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND RE-AUTHORIZING MEETINGS BY TELECONFERENCE OF LEGISLATIVE BODIES OF NORTH MARIN WATER DISTRICT FROM NOVEMBER 16, 2021 THROUGH DECEMBER 16, 2021 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, all meetings of the legislative bodies of the North Marin Water District ("District") are open and public, as required by the Ralph M. Brown Act ("Brown Act"), Government Code Section 54950, *et seq.*, and any member of the public may observe, attend, and participate in the business of such legislative bodies; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the rapid spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of Marin ratified proclamations of health and local emergency due to COVID-19; and

WHEREAS, on March 16, 2020, the City Council of the City of Novato ratified and confirmed a proclamation of local emergency due to COVID-19;

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which District staff implemented virtual meetings for all meetings of legislative bodies within the District; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) ("AB 361"), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters; and

WHEREAS, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021, and makes provisions under Government Code section 54953(e) for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or, local officials have recommended, measures to promote social distancing, or, the legislative body must find that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on October 5, 2021, the Board of Directors previously adopted Resolution No. 21-22, finding that the requisite conditions exist for the legislative bodies of North Marin Water District ("District") to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, on November 2, 2021, the Board of Directors previously adopted Resolution No. 21-26, reaffirming the finding that the requisite conditions exist for the legislative bodies of North Marin Water District to continue to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953 (e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions continue to persist in the District, specifically, the State of Emergency for the State of California declared by Governor Newsom as a result of the COVID-19 pandemic remains in effect; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") and Marin County continue to recommend physical distancing of at least six feet from others outside of the household; and

WHEREAS, "Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace," promulgated by the Occupational Safety and Health Administration ("OSHA") under the United States Department of Labor, provides that "[m]aintaining physical distancing at the workplace for [unvaccinated and at-risk] workers is an important control to limit the spread of COVID-19" and recommends that employers train employees about the airborne nature of COVID-19 and importance of exercising multiple layers of safety measures, including physical distancing, and that employers implement "physical distancing in all communal work areas for unvaccinated and otherwise at-risk workers," including physical distancing from members of the public, as a "key way to protect such workers"; and

WHEREAS, Title 8, Section 3205, subdivision (c)(5)(D) of the California Code of Regulations, promulgated by the Division of Occupational Safety and Health of the California Department of Industrial Relations ("Cal/OSHA"), requires employers to provide instruction to employees on using a combination of "physical distancing, face coverings, increased ventilation indoors, and respiratory protection" to decrease the spread of COVID-19; and

WHEREAS, the Board of Directors recognizes the recommendations by state and local officials to use physical distancing as a layer of protection against COVID-19 and desires to continue to provide a safe workplace for its employees and a safe environment for the open and public meetings of the District's legislative bodies; and

WHEREAS, due to the continued threat of COVID-19, the District continues to implement multiple layers of protection against COVID-19, including physical distancing, for the safety of employees and members of the public; and

WHEREAS, while the District believes District work-related activities may be conducted safely in person through imposition of various safety protocols, Board meetings continue to present a unique challenge due to their being open to the public generally, with limited space in the boardroom, and no ability to verify vaccination status or to provide contact tracing for potentially exposed individual attendees; and

WHEREAS, the Board of Directors hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant has caused, and will continue to cause, conditions of concern to the safety of certain persons within the District, including older and immunocompromised individuals that are likely to be beyond the control of the services, personnel, equipment, and facilities of the District, and, therefore, continues to present imminent risks to the health or safety of attendees, including members of the public and District employees, should meetings of the District's legislative bodies be held in person; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of North Marin Water District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to conduct meetings for all meetings of legislative bodies within the District virtually (i.e. through the use of Zoom, or similar virtual meeting provider) and/or telephonically, in conformance with requirements under the Brown Act.

THEREFORE, BE IT RESOLVED by the Board of Directors of the North Marin Water District as follows:

1. The above recitals are true and correct and hereby incorporated into this Resolution.
2. In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), the Board of Directors hereby makes the following findings:
 - a. The Board of Directors has considered the circumstances of the state of emergency; and
 - b. The states of emergency, as declared by the Governor, , continue to impact directly the ability of the District's legislative bodies, as well as staff and members of the public, to safely meet in person;
 - c. The CDC, and Cal/OSHA continue to recommend physical distancing of at least six feet to protect against transmission of COVID-19; and

- d. Meeting in person would continue to present imminent risks to the health and safety of members of the public, members of the District's legislative bodies, and District employees due to the continued presence and threat of COVID-19.
3. The District's legislative bodies may continue to meet remotely in compliance with the special teleconference rules of Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), in order to protect the health and safety of the public.
4. The Board of Directors will review these findings and the need to conduct meetings by teleconference within thirty (30) days of adoption of this resolution.

* * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 16th day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:


Theresa Kehoe, Secretary
North Marin Water District

t:\gm\bod misc 2021\resolution meetings by teleconference 11.12.2021 final.doc

9

MEMORANDUM

To: Board of Directors

From: Drew McIntyre, General Manager 

Subject: Stafford Lake Backfeeding – 2022 Water Year
\\gm\water shortage 2021\lake backfeeding bod memo 11.11.2021.doc

November 12, 2021

RECOMMENDED ACTION: Approve Backfeeding Russian River Water to Stafford Lake

FINANCIAL IMPACT: Up to ~\$400 Per Acre-Foot

The District has been backfeeding Stafford Lake during dry year periods dating back to the 1976-1977 drought. In the early years, the District incurred the extra costs for this operation. In more recent years during 2009-2018, MMWD paid the costs for backfeeding as it benefited their operations. A summary of previous backfeeding events over the last 30 years is provided as follows:

Year	Back-Fed Amount (acre-feet)
2021	1100
2018	130
2014	359
2009	348
1991	1000
1989	782
1988	200

Historical cumulative rainfall in Novato is graphed in Attachment 1. As we know, the 2021 water year (October 1- September 30) was the lowest rainfall year on record since 1916. Water year 2022 rainfall to-date is off to a good start with October 2021 rainfall of 8.6 inches equaling the total rainfall recorded last winter. However, we have no guarantees on how much additional rainfall will occur this winter. Reservoir storage levels are low in both Stafford (Attachment 2) and Lake Sonoma (Attachment 3). Lake Sonoma is particularly concerning as it closely hovering above 100,000 acre-feet which is the lowest level recorded since construction of Warm Springs Dam in 1983. It is estimated that we need at least another 10+ inches of rainfall to fill Stafford Lake and SCWA staff estimate they need at least 24 inches of rain to fill Lake Sonoma. Given the recent two-year epic drought and low reservoir storage levels, it is recommended that we proceed to backfed

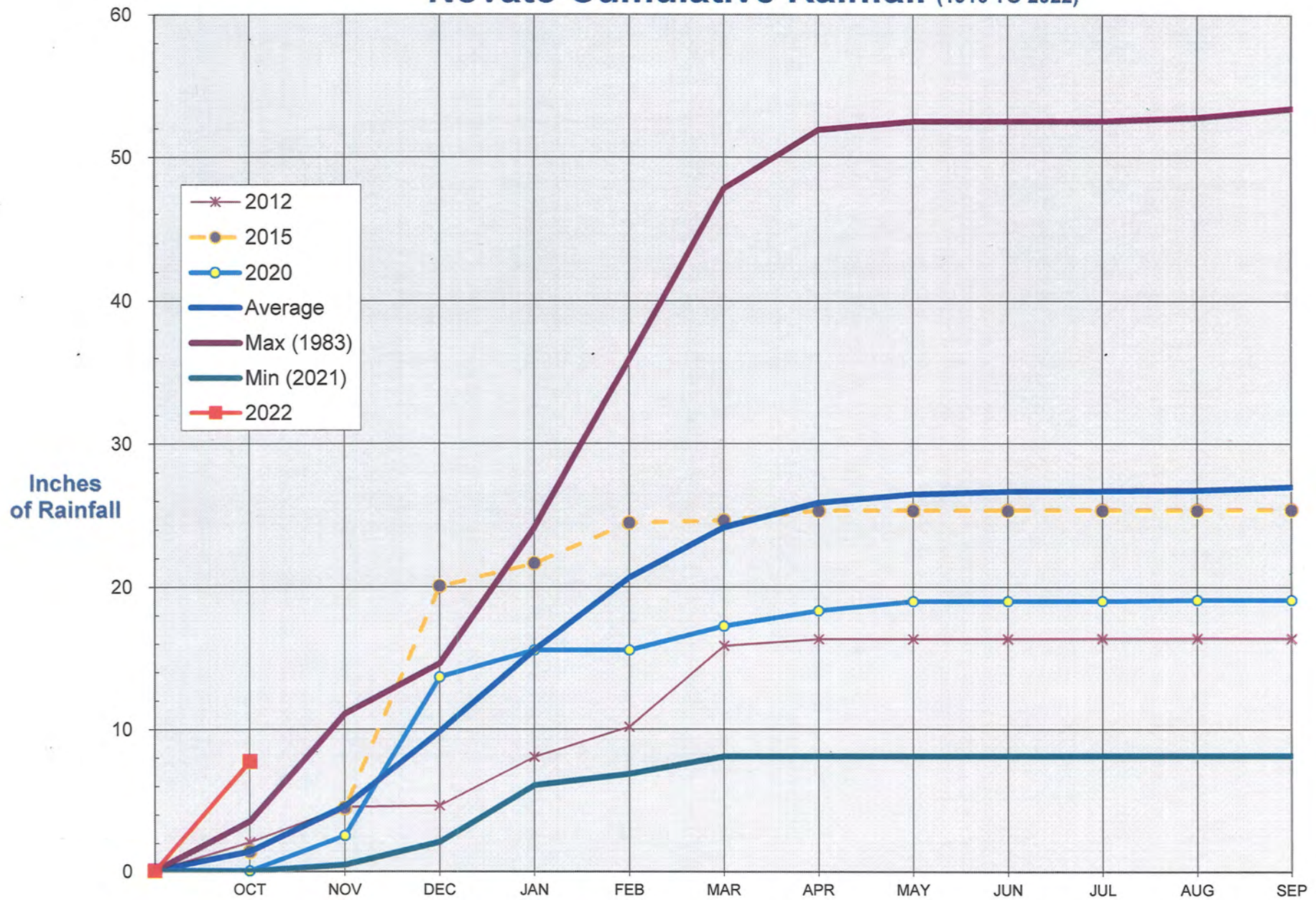
Stafford Lake on or about December 1 to take advantage of natural flows in the Russian River (when they are available).

The backfeeding cost of approximately \$400 per acre-foot is derived from the cost to pump SCWA water into Stafford Lake plus the marginal cost to re-treat SCWA water stored in Stafford Lake. Obviously, there is a risk that the benefit of backfeeding water into Stafford Lake could be negated if more winter rains result in filling and overflow at Stafford Lake. To minimize this risk, we will try to manage backfeeding operation in concert with actual rainfall events. In the end, it is my belief that it is prudent to move forward with backfeeding now rather than waiting a couple of months in the "hope" that more rainfall will come.

RECOMMENDATION

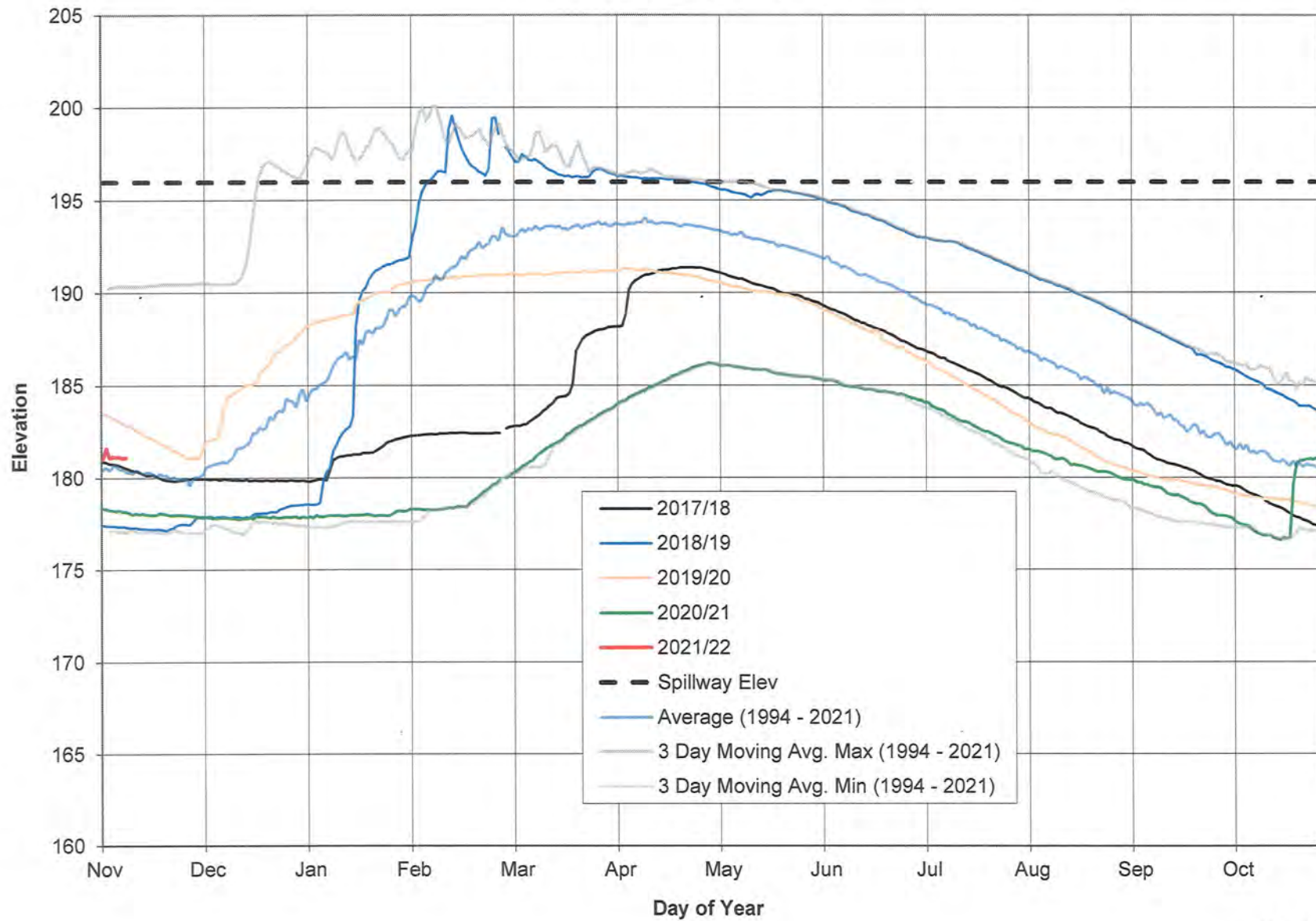
Board authorize backfeeding of Russian River water into Stafford Lake on or about December 1, 2021.

Novato Cumulative Rainfall (1916 TO 2022)



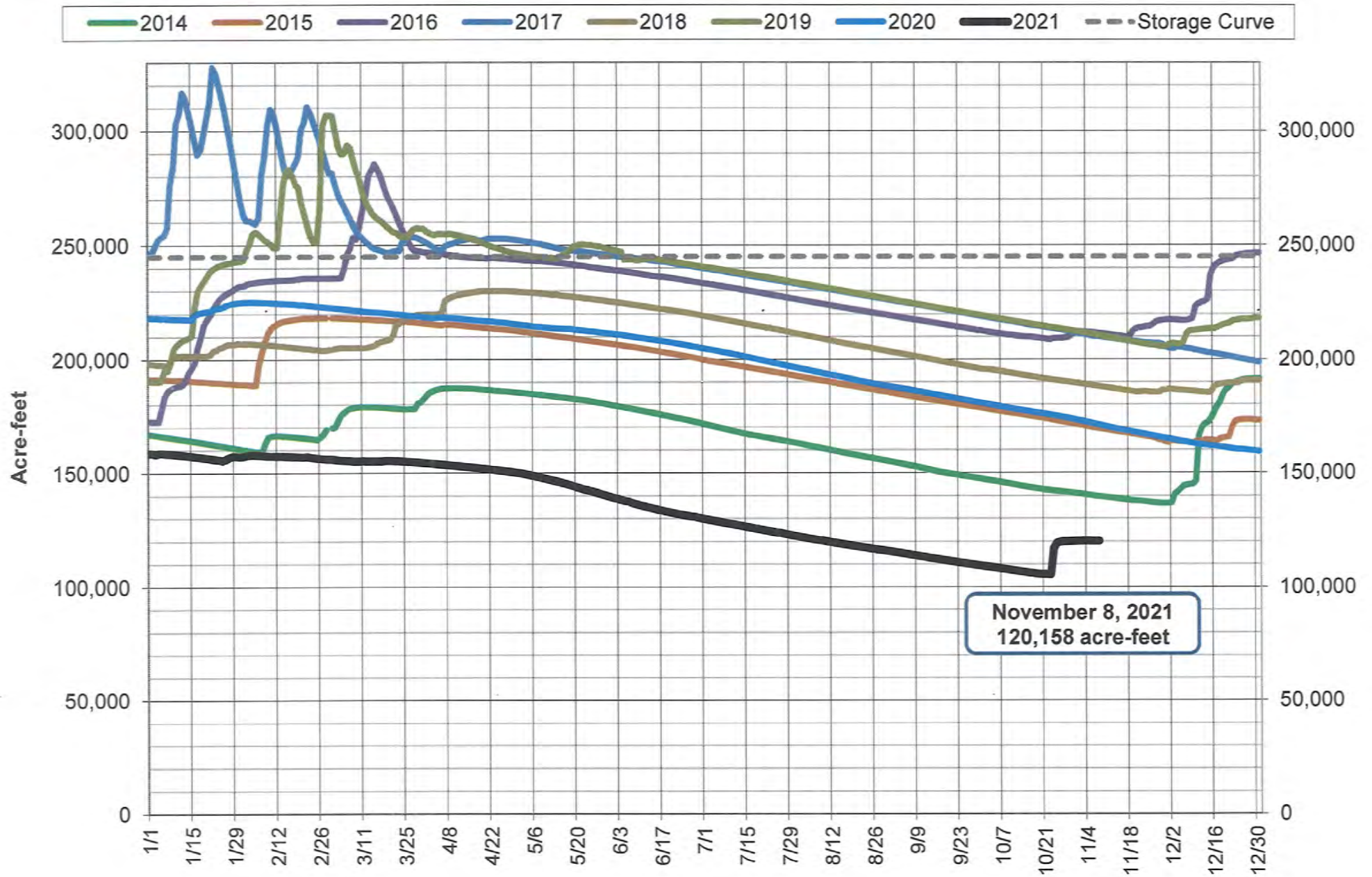
ATTACHMENT 1

Stafford Lake Elevations
1994 through 2021
Excluding Non-Operation Period



ATTACHMENT 2

Lake Sonoma Storage



10

MEMORANDUM

To: Board of Directors

November 12, 2021

From: Julie Blue, Auditor/Controller JB

Subj: Consulting Services Agreement for Drought Surcharge Study with Hildebrand Consulting
l:\ac\board reports\board memos\2021\drought surcharge study\drought surcharge study - third party contract - 11.16.docx

RECOMMENDED ACTION: Authorize the General Manager to execute an agreement with Hildebrand Consulting to conduct a Drought Surcharge Study

FINANCIAL IMPACT: Not to exceed \$29,440

Background

During water shortage events, drought surcharges are implemented for the Novato Water Service Area and the West Marin Service Area whenever mandatory reductions in water use are triggered under the District's Water Shortage Contingency Plans. These surcharges are designed to mitigate the loss in revenue resulting from decreased water sales during droughts. Earlier this year, the District's rate consultant (Hildebrand Consulting) found that the current drought surcharges do not generate sufficient revenue to cover the financial deficit created by decreased water sales during a 20% mandatory reduction in use.

Objective

The objective of the Drought Surcharge Study is to develop rates that are fair and equitable and to ensure that the District's drought surcharge rates comply with California Constitution Article XIII D, Section 6 (commonly referred to as Proposition 218). Additionally, recent state legislation (Senate Bill 606) requires that California water utilities develop contingency plans to address water shortage events. SB 606 also requires the water utility to provide a description of the financial consequences, and responses for, drought conditions, including revenue reductions, expense increases due to response measures, mitigation actions in response to revenue reductions, and a description of the cost of compliance with annual water supply and demand assessments. It will likely be beneficial to examine the structure of the drought surcharges in light of the District's recent update to its Urban Water Management Plan and Water Shortage Contingency Plan for the Novato Service Area earlier this year.

Consultant Selection

Hildebrand Consulting (Oakland, CA) has provided water rate setting and related services to public agencies throughout northern California. Mark Hildebrand, the sole proprietor of Hildebrand Consulting, recently provided professional expertise during the course of the District's rate study for the Novato Water, Recycled Water, and West Marin Service Areas. Throughout

each study he communicated clearly with Staff, the Board, and members of the public, and provided thorough and substantive reports.

Scope of Work

Hildebrand's proposed scope of work is included as Attachment 1. The scope of work is divided into five tasks listed below:

1. Water Shortage Financial Analysis
2. Drought Surcharge Structure Analysis
3. Report and 218 Notice
4. Presentations
5. As-Needed Financial Planning and Rate Setting Services

The total fee for these tasks is estimated at a maximum of \$29,440. The cost of this study and as needed services will be expended through the Consulting/Services and Studies budget as approved in the FY 21/22 Budget.

Schedule

Any modifications to the drought surcharges will be proposed through the Prop 218 notification process to be mailed out in the Spring of 2022. The analysis will begin in December 2021 to be concluded in January 2022. The results of the study will be presented at one of the regularly scheduled board meetings in February 2022.

RECOMMENDATION:

Authorize the General Manger to execute an agreement between Hildebrand Consulting, and the District for a Drought Surcharge Study for the Novato Service Area and the West Marin Service Area with a not to exceed limit of \$29,440.



November 9, 2021

Julie Blue, Auditor-Controller
North Marin Water District
999 Rush Creek Place
Novato, CA 94945

Subject: Proposal for the North Marin Water District 2022 Drought Surcharge Study

Dear Ms. Blue,

In response to your request, Hildebrand Consulting, LLC. is pleased to submit this proposal to the North Marin Water District (NMWD or District) to conduct a Drought Surcharge Study for both the Novato Water service area and the West Marin Water service area.

During a water shortage event the District is impacted by a number of financial changes:

- 1) Rate revenue decreases due to the decrease in water sales.
- 2) Some operating costs decrease due to the decrease in water deliveries, including wholesale water purchases, electricity (for pumping), and chemicals (for treatment).
- 3) Some operating costs may increase, namely the cost of the District's conservation program.

In the case of the District, the reduction in water sales revenue is more significant than the reduction in operating costs, which results in a net financial deficit for the District. Drought surcharges are designed to partially (or completely) mitigate that financial deficit. The District's existing Drought Surcharges are designed to be overlaid on then-current Water Quantity (usage) rates during the period of time that a water shortage is declared by the District's Board. The surcharges are temporary and affect only the Quantity Rate and not the fixed Service Charge. The District has separate Drought Surcharge policies for the Novato Water service area and for the West Marin Water service area.

An earlier study this year demonstrated that the District's current Drought Surcharges only result in partial mitigation of the financial shortfall created by water shortage events (i.e., the surcharges do not generate revenues that exceed the cost of providing service). The study estimated that the financial deficit for the Novato Water enterprise during a 20 percent water shortage event would be approximately \$745 thousand. Such a deficit will occur despite the implementation of the Drought Surcharge, which would mitigate the financial shortfall by about \$804 thousand. For the West Marin Water enterprise, the financial deficit will be approximately \$64 thousand, despite approximately \$96 thousand in additional revenue from the Drought Surcharge.

Recent state legislation (Senate Bill 606) requires that California water utilities develop contingency planes with “six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage.” SB 606 further requires a description of the financial consequences of, and responses for, drought conditions, including revenue reductions, expense increases due to response measures, mitigation actions in response to revenue reductions, and a description of the cost of compliance with annual water supply and demand assessments.

An update to the District’s current Drought Surcharges may be beneficial to align the surcharges with the District’s Urban Water Management Plan (UWMP). The update would also examine potential changes to the surcharge structure, such as decreasing tier allocations rather than increasing quantity charges.

The study will be conducted for both Novato Water and West Marin Water.

The proposed scope of work for this study includes the following:

Task 1 – Water Shortage Financial Analysis

This task will involve conducting a water shortage financial analysis for both service areas. We will leverage the financial plan models that were developed as part of the recent water rate studies. We will evaluate the financial impact of reduced water sales, including estimating changes in both revenue and expenses) associated with each stage of shortage. The analysis will consider establishing various surcharges that align with the District’s Water Shortage Contingency Plan.

Task 2 – Drought Surcharge Structure Analysis

In this task we will review various options for structuring the drought surcharges. This may include percent increases to the Water Quantity charge or other options, such as tier allocation reductions.

Task 3 – Report and 218 Notice

The analysis and recommendations will be described in narrative and exhibits in a draft report. A final report will be produced based on suggested edits from District staff. We will also provide draft language to be incorporated into the District’ Prop 218 notice (the Prop 218 notice will be primarily developed by the District as a separate task for rate adjustment to Novato Water and West Marin Water).

Task 4 – Presentations

We will present the study recommendations to the District Board at up to three (3) separate meetings.

Task 5 – As-Needed Services

The District occasionally requests support services that are related to the various rate studies that Hildebrand Consulting has conducted for the District over the past 2 years. Such services include model training, financial plan updates, interagency agreement support, and other related activities. This Task 5 establishes a budget of 22 hours (\$5,060) for such on-call services.

Project Consultants

Mark brings over 20 years of experience as a consultant to municipal governments and provides a broad range of financial, utility rate, and management consulting services. He has performed hundreds of studies covering a diverse range of cost allocation issues, financial planning, business case evaluations, and litigation avoidance to more than sixty clients. He has been published and frequently speaks on topics such as water rate-setting under the requirements of Proposition 218, cost-of-service principles, emerging regulatory issues, and strategic business planning. He is dedicated to providing clients with an exceptional level of service and responsiveness, to developing creative yet practical solutions to client needs, and to broadening understanding and facilitating consensus on complex issues.

Cost Estimate

The estimated cost to perform the above scope of services is **\$29,440**, including the optional (as-needed) Task 5. This budget assumes that the Board meetings will be held in person.

It is our practice to bill clients monthly for actual time. We have not anticipated any billable expenses for this project. Mark Hildebrand's hourly billing rate is \$230.

Hildebrand Consulting		
	Hourly Rate:	
	\$230	
	Hours	Cost by Task
Task 1 Water Shortage Financial Analysis	24	\$5,520
Task 2 Drought Surcharge Structure Analysis	28	\$6,440
Task 3 Report and 218 Notice	24	\$5,520
Task 4 Presentations (3)	30	\$6,900
Task 5 As-Need Consulting Services	22	\$5,060
<hr/>		
Total for Drought Surcharge Study:	128	\$29,440

Schedule

We understand that the District wishes to include any modifications to the drought surcharges on the Proposition 218 notice that will be issued in the spring of 2022. As such, we will work with the District to complete our analysis by late January and make our presentations to the Board in February and March.

* * * * *

Hildebrand Consulting appreciates the opportunity to be of service to the North Marin Water District. Please let me know if you would like to discuss any aspect of this proposal or the planned project in greater detail.

Sincerely,



Mark Hildebrand
Hildebrand Consulting, LLC
mhildebrand@hildco.com
510-316-0621 (m)
www.hildebrandconsulting.com

11

MEMORANDUM

To: Board of Directors November 12, 2021

From: Tony Williams, Assistant General Manager/Chief Engineer *BW*

Subject: Approve – Consulting Services Agreements with West Yost Associates, GHD, and EKI Environment & Water

R:\NON JOB No ISSUES\Consultants\2021-23 Grant Support\BOD Memo\Grant Support General Services Contract Award BOD Memo.doc

RECOMMENDED ACTION: Board authorize General Manager to execute agreements with West Yost Associates, GHD and EKI Environment & Water.

FINANCIAL IMPACT: \$200,000 each for a total amount of \$600,000 (included in FY22 and FY23 CIP Budgets)

Background

The District has historically relied on consultant services via qualified engineering and other professional services firms to assist with the planning, engineering support and design of Capital Improvement Projects (CIP) or special studies to supplement in-house staff. Considering existing and future grant funding opportunities from state and federal resources, assistance is needed to ensure timely and effective applications as well as tracking and evaluating available opportunities. In early October 2021, staff prepared and issued a Request for Qualifications (RFQ) for grant funding support services for both state and federal funding.

The RFQ included a comprehensive scope of potential services beyond grant application stage of a project, including: 1) identifying grant opportunities applicable to specific CIP projects; 2) preliminary or conceptual design, including equivalent level cost estimates for purposes of grant applications; 3) benefit-cost analysis (BCA); 4) preparation of detailed plans and specifications (contract documents); 5) assistance during bidding; 6) engineering services during construction; 7) construction management and inspection services; and 8) grant management, including administration and reporting. The RFQ identified minimum qualifications including company experience, key staff experience, and knowledge and experience various state and federal grants, including the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants.

The RFQ was posted electronically on eBidboard (a web-based bid management service) on October 1, 2021 and the advertisement closed on October 22. Three firms returned responsive qualifications packages on the due date and are summarized as follows:

<u>FIRM NAME</u>	<u>LOCATION</u>
West Yost Associates	Davis, CA
GHD	Santa Rosa, CA
EKI Environment & Water	Daly City, CA

Selection Process

A selection committee, consisting of Tim Fuelle, Ryan Grisso, and myself, participated in the review of the qualifications submitted by each firm. The qualifications of each firm were ranked separately by each committee member against the following selection criteria and numerical points value:

- | | |
|--|-------------------|
| • Firm's Qualifications and Experience | (25 points) |
| • Project Team Organization | (25 points) |
| • State and Federal Funding Experience | (30 points) |
| • Standard Rate Schedule | (15 points) |
| • <u>Contract Compliance</u> | <u>(5 points)</u> |
| Total Possible | 100 points |

Upon completion of the proposal review, all three firms had comparable high scores ranging from 89 to 85 total points. All three firms were ranked high because they demonstrated the required experience, and qualified staff. Additionally, since the RFQ included a wide range of potential services, each firm demonstrated specific strengths and capabilities in various areas.

Staff recommends entering into general services consulting agreements with each firm on a task-by-task basis for a total not to exceed amount of \$200,000 through June 30, 2023 (for a total authorization of \$600,000). Attached are the draft agreements with each firm to provide the necessary grant funding support and related engineering services, each with a not to exceed limit of \$200,000 (Attachments 1 - 3). Actual work will be approved based on negotiated task orders to the appropriate consultant on the basis of the grant funding or project requirements, firm's expertise and experience and availability of resources. The District staff will strive to avoid any conflicts or prohibitions for certain grants such as 2 C.F.R. Part 200 related to many federal grants as well as Government Code Section 1090.

This contracting approach will allow for efficient and effective pursuit of available grant funding opportunities as well as executing approved CIP projects regardless of grant funding status. As previous stated, the District has historically relied on outside consultants to supplement in-house resources and currently the Engineering Department has 12 active general services agreements in place for a range of services. The proposed three new agreements will eventual replace some of these existing agreements as they approach the end of their performance period and expire.

Financial Impact

The Engineering staff has identified multiple CIP projects that could be eligible for various known grant opportunities or potentially the pending federal Infrastructure Bill. Current

FY22 approved projects and future projects that may utilize these task order services include, but are not limited to:

Novato Service Area

- Leveroni Creek Embankment - Stafford Access Road Resiliency
- Stafford Dam Concrete Apron
- Stafford Dam Concrete Apron Overlay
- Crest Pump Station
- Hydro-Pneumatic Systems Repair
- Pressure Reducing Stations Flood Mitigation
- NMWD Headquarters Upgrade Emergency Power
- Critical Pump Station Emergency Power
- Other Main Replacements
- San Marin Aqueduct Valve Pit Modifications
- Local Water Supply Enhancement Study (top alternative)

Recycled Water

- Various Improvements
- System Expansion

West Marin

- Lagunitas Creek Bridge Pipeline
- Olema Creek Bridge Pipeline
- Gallagher Well No. 2 Construction
- Miscellaneous Water System Improvements

Oceana Marin

- Tahiti Way Lift Station Emergency Power
- Sewer Force Main Improvements

RECOMMENDATION

Board authorize General Manager to execute consulting services agreements with West Yost Associates, EKI Environment & Water, and GHD with a not to exceed limit of \$200,000 each through June 30, 2023.

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **West Yost Associates**, hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in state and federal grant applications, planning and engineering services related to water and wastewater facilities.

WHEREAS, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant provide grant funding support services and related engineering design and construction management consulting services.

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

PART A -- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that specified on a task by task basis.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment A of this agreement and shall not exceed \$200,000 without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

3. INDEMNIFICATION: NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to design professional services provided under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity to the extent that liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein.

In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity including the Consultant, to the extent arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

- b. With respect to all services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. The work will be specified on a task by task basis. Performance of the services hereunder shall be completed by June 30, 2023, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

North Marin Water District
P.O. Box 146
Novato, CA 94948
Attention: Tony Williams

Consultant:
West Yost Associates
1001 Galaxy Way, Suite 310
Concord, CA 94520
Attention: Polly Boissevain, PE, Vice President

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the

terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements

with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

18. PREVAILING WAGE REQUIREMENTS: Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770–1782,. Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Drew McIntyre, General Manager

**WEST YOST ASSOCIATES
"CONSULTANT"**

Dated: _____

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$318
Engineer/Scientist/Geologist Manager I / II	\$301 / \$315
Principal Engineer/Scientist/Geologist I / II	\$272 / \$289
Senior Engineer/Scientist/Geologist I / II	\$244 / \$256
Associate Engineer/Scientist/Geologist I / II	\$209 / \$224
Engineer/Scientist/Geologist I / II	\$168 / \$195
Engineering Aide	\$98
Field Monitoring Services	\$90
Administrative I / II / III / IV	\$86 / \$109 / \$130 / \$144
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$313 / \$315
Principal Tech Specialist I / II	\$287 / \$297
Senior Tech Specialist I / II	\$263 / \$275
Senior GIS Analyst	\$238
GIS Analyst	\$225
Technical Specialist I / II / III / IV	\$168 / \$191 / \$215 / \$240
Technical Analyst I / II	\$120 / \$144
Technical Analyst Intern	\$97
Cross-Connection Control Specialist I / II / III / IV	\$125 / \$136 / \$152 / \$170
CAD Manager	\$189
CAD Designer I / II	\$147 / \$166
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$304
Construction Manager I / II / III / IV	\$185 / \$199 / \$211 / \$267
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$162 / \$180 / \$201 / \$209
Apprentice Inspector	\$147
CM Administrative I / II	\$79 / \$106
Field Services	\$209

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **GHD, Inc.**, hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in state and federal grant applications, planning and engineering services related to water and wastewater facilities.

WHEREAS, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant provide grant funding support services and related environmental, engineering and construction management consulting services.

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

PART A -- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that specified on a task by task basis.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment A of this agreement and shall not exceed \$200,000 without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

3. INDEMNIFICATION: NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to design professional services provided under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity to the extent that liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein.

In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity including the Consultant, to the extent arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

- b. With respect to all services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. The work will be specified on a task by task basis. Performance of the services hereunder shall be completed by June 30, 2023, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

North Marin Water District
P.O. Box 146
Novato, CA 94948
Attention: Tony Williams

Consultant:
GHD, Inc.
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407
Attention: Theodore B. Whiton, PE, Vice President

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the

terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements

with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

18. PREVAILING WAGE REQUIREMENTS: Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770–1782,. Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Drew McIntyre, General Manager

**GHD, INC.
"CONSULTANT"**

Dated: _____



FY2022 US West Region Fee Schedule *

Finance Class Code Name	Fee Range		
Technical Director	\$ 200.00	-	\$ 280.00
Professional	\$ 115.00	-	\$ 175.00
Design Technician	\$ 135.00	-	\$ 255.00
Drafting/Design	\$ 85.00	-	\$ 125.00
Business Services Manager	\$ 210.00	-	\$ 275.00
Admin Officer	\$ 75.00	-	\$ 215.00
Construction Manager	\$ 205.00	-	\$ 250.00
Engineer/Supervisor	\$ 150.00	-	\$ 200.00
Inspector/Specialist	\$ 80.00	-	\$ 165.00
Operator/Labourer	\$ 95.00	-	\$ 125.00

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%
- 4 GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
 - Office consumables including engineering supplies and postage
 - Reproduction consumable costs including equipment lease and maintenance, printing, and
 - Communication consumables including telephone expenses
 - Equipment consumable including CADD, software, and IT expenses

Associated project cost (APC) will be invoiced at the following rate:

 - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs
 - b. Field Services/Construction Inspector APC: \$11.50 / labor hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
- 8 The Rate Schedule is subject to change annually

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **EKI Environment & Water**, hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in state and federal grant applications, planning and engineering services related to water and wastewater facilities.

WHEREAS, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant provide grant funding support services and related planning and engineering consulting services.

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

PART A -- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that specified on a task by task basis.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment A of this agreement and shall not exceed \$200,000 without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

3. INDEMNIFICATION: NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to design professional services provided under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity to the extent that liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any

person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein. In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity including the Consultant, to the extent arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

- b. With respect to all services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. The work will be specified on a task by task basis. Performance of the services hereunder shall be completed by June 30, 2023, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

North Marin Water District
P.O. Box 146
Novato, CA 94948
Attention: Tony Williams

Consultant:
EKI Environment & Water
2001 Junipero Serra Blvd.
Daly City, CA 94014
Attention: Anona Dutton, Vice President

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond

the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to

date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

18. PREVAILING WAGE REQUIREMENTS: Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770– 1782,. Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Drew McIntyre, General Manager

**EKI ENVIRONMENT & WATER
"CONSULTANT"**

Dated: _____

Client/Address: North Marin Water District
999 Rush Creek Place
Novato, CA 94948



Proposal/Agreement Date: 22 October 2021

EKI Project # C1-167

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2021

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	295
Principal Engineer-Scientist	285
Supervising I, Engineer-Scientist	275
Supervising II, Engineer-Scientist	265
Senior I, Engineer-Scientist	255
Senior II, Engineer-Scientist	245
Associate I, Engineer-Scientist	235
Associate II, Engineer-Scientist	221
Engineer-Scientist, Grade 1	206
Engineer-Scientist, Grade 2	194
Engineer-Scientist, Grade 3	178
Engineer-Scientist, Grade 4	159
Engineer-Scientist, Grade 5	139
Engineer-Scientist, Grade 6	123
Technician	112
Senior GIS Analyst	144
CADD Operator / GIS Analyst	128
Senior Administrative Assistant	141
Administrative Assistant	111
Secretary	92

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

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MEMORANDUM

To: Board of Directors

November 12, 2021

From: Drew McIntyre, General Manager
Morgan Biggerstaff, BPMNJ

Subject: Kastania Pump Station Rehabilitation Project, including the Draft 2021 Kastania Pump Station Transfer Agreement and the Draft 2021 Amended and Restated Interconnection Agreement Between North Marin Water District and Marin Municipal Water District

t:\gm\mmwd\2021\bod memo interconnection agreement 111221 final.doc

RECOMMENDED ACTION: Information Only**FINANCIAL IMPACT:** None at this time**Overview**

In connection with the 2021 drought, Marin Municipal Water District (MMWD or Marin Water) is pursuing avenues to improve water supply reliability, including the rehabilitation and recommissioning of the Kastania Pump Station (KPS) located at 4100 Kastania Road in Petaluma, CA. MMWD proposes to reacquire KPS from Sonoma County Water Agency (Sonoma Water), rehabilitate the pumps, and reconnect KPS to the North Marin Aqueduct, which will enable MMWD operational flexibility to meet its water supply needs when they cannot be met through gravity flow such as during dry years, anticipated dry years, drought, and emergencies (Kastania Pump Station Rehabilitation Project).

The Kastania Pump Station Rehabilitation Project will require future Board approval of two agreements: 1) the Draft 2021 Kastania Pump Station Transfer Agreement (a three-party property transfer agreement between MMWD, Sonoma Water, and NMWD); and 2) the Draft Amended, and Restated Interconnection Agreement Between North Marin Water District and Marin Municipal Water District. For the Board's information, the proposed project also includes the Draft 2021 Memorandum of Understanding for the Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station, which is a staff-level document to deal with specific operational details.

Background

In 1974 NMWD and MMWD entered into an intertie agreement that provided for the delivery of Sonoma County Water Agency (SCWA or Sonoma Water) Russian River water to

MMWD subject to the availability of capacity in NMWD's North Marin aqueduct. In 1975, MMWD began importing water from SCWA through NMWD's North Marin Aqueduct to MMWD's pipeline in Novato (near San Marin and Redwood Blvd).

In 1977, MMWD designed and built KPS to increase the flow and pressure in the North Marin Aqueduct and offset the hydraulic impact of increased consumption of imported water by the City of Petaluma and NMWD. MMWD completed construction of the pump station in September 1977.

In 1993, NMWD and MMWD entered into a new Intertie Agreement (1993 Intertie Agreement) with the basic objective to provide a mechanism whereby NMWD and MMWD could utilize their respective water systems, surplus water and surplus system capacity in a coordinated manner to the benefit of the customers of both Districts.

MMWD owned and operated KPS until 1999 when, NMWD, SCWA and MMWD executed the "Agreement Among the Sonoma County Water Agency, the North Marin Water District and the Marin Municipal Water District for Acquisition of a Portion of the North Marin Aqueduct and the Kastania Pump Plant," dated April 13, 1999, and the following actions occurred:

1. MMWD transferred ownership of the KPS to the Sonoma County Water Agency; and
2. NMWD transferred ownership of the Kastania Pipeline, which was the portion of the North Marin Aqueduct connecting Sonoma Water's Petaluma Aqueduct from the intersection of McNear Avenue and Petaluma Blvd. with SCWA's Kastania Reservoir and terminating at the 30-inch wye at the connection of MMWD's 30-inch Kastania Pump Station discharge pipeline with the North Marin Aqueduct in Kastania Road.

Approximately five years later, the California Department of Transportation (CalTrans) began planning its Marin-Sonoma Narrows US 101 highway-widening project (CalTrans MSN Project), which required relocation of portions of NMWD's North Marin Aqueduct and ultimately led to the development of NMWD's Aqueduct Energy Efficiency Project (AEEP). The AEEP enabled transport of water by gravity flow through upsized portions of the aqueduct, thereby eliminating the need for NMWD to utilize the pumps at KPS to meet existing or projected future demand. The AEEP and planned decommissioning of KPS necessitated modifications to the 1993 Intertie Agreement, which was accomplished via the

2014 Interconnection Agreement between NMWD and MMWD.

The 2014 Interconnection Agreement encompassed various modifications to the 1993 Intertie Agreement including: (1) added language that KPS is being taken out of service; (2) added new wheeling charges; (3) provided for MMWD payment for a portion of the AEEP capital cost; and (4) enabled MMWD and NMWD to cooperate in a future agreement for a potential MMWD pipeline from Redwood Landfill to Kastania. Upon completion of the AEEP in August 2015, NMWD discontinued operation of the Kastania Pump Station. It has since been out of operation.

2021 Kastania Pump Station Transfer Agreement

Attached for Board review is a draft of the 2021 Kastania Pump Station Transfer Agreement (Attachment 1). The purpose of this Agreement is to provide for: 1) the transfer of the Kastania Pump Station from Sonoma Water to MMWD, 2) the subsequent conveyance of easements to NMWD to maintain access to those portions of the Kastania Pipeline and the North Marin Aqueduct located in and under the Kastania Pump Station property, and 3) to provide access easements to Sonoma Water and NMWD to maintain their existing and future telemetry equipment located at the Kastania Pump Station. The Transfer Agreement further anticipates the future transfer of a portion of the Kastania Pipeline from Sonoma Water to NMWD.

District counsel is currently working with MMWD General Counsel and Sonoma Water's legal counsel to clarify and further refine the 2021 Kastania Pump Station Transfer Agreement. However, staff and counsel anticipate no changes to the basic foundations of the agreement.

2021 Amended and Restated Interconnection Agreement

Attached for Board review are proposed revisions to the MMWD-NMWD 2014 Interconnection Agreement (Clean and strike-out versions in Attachment 2) to address MMWD's action to acquire) from Sonoma County Water Agency and re-activate operation. District counsel is currently working with MMWD General Counsel to finalize the Draft Amended and Restated Interconnection Agreement Between North Marin Water District and Marin Municipal Water District.

2021 Memorandum of Understanding for the Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station

The Kastania Pump Station will be operated in accordance with the revised 2021 Memorandum of Understanding for the Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station (see draft in Attachment 3). The Memorandum of Understanding for Operation of the Kastania Pump Station and the Ely Booster Pump Station (MOU) sets forth the operational parameters for KPS among the District, SCWA, NMWD, and the City of Petaluma in coordination with the District's KPS Project. This MOU establishes operating conditions of KPS based on water action levels in Kastania Tank – a water storage tank owned and operated by SCWA. The MOU includes a provision for annual review and to make necessary modifications pursuant to the MOU to avoid operational conditions that may adversely affect any party. This MOU has been reviewed by staff and legal counsel and will be executed once finalized by all parties.

Environmental Review

MMWD is lead agency for the Kastania Pump Station Rehabilitation Project and previously filed a Notice of Exemption under the California Environmental Quality Act (CEQA) asserting two exemptions. Staff intends to rely on MMWD's analysis and will present a draft Notice of Exemption when the agreements are brought before the NMWD Board for consideration and possible approval at a future meeting.

Path Forward

The governing boards of MMWD and Sonoma Water have already approved these agreements. After receipt of comments, staff and legal counsel will negotiate final edits to both the 2021 Kastania Pump Station Transfer Agreement and 2021 Amended and Restated Interconnection Agreement. Staff anticipates presenting both agreements to the Board for possible approval at the December 7th Board meeting.

2021 KASTANIA PUMP STATION TRANSFER AGREEMENT

This 2021 Kastania Pump Station Transfer Agreement (hereinafter "Agreement") is made and entered into by and between the Sonoma County Water Agency ("Sonoma Water"), the Marin Municipal Water District ("MMWD" or "Marin Water") and the North Marin Water District ("NMWD" or "North Marin").

Recitals

- A. Pursuant to the terms of the "Agreement Among the Sonoma County Water Agency, The North Marin Water District And The Marin Municipal Water District For Acquisition Of A Portion Of The North Marin Aqueduct And The Kastania Pumping Plant" dated April 13, 1999 (the "Initial Transfer Agreement"), MMWD transferred ownership of the Kastania Pump Station to Sonoma Water, and NMWD transferred ownership of a portion of the North Marin Aqueduct to Sonoma Water. Said portion of the North Marin Aqueduct was designated as the "Kastania Pipeline".
- B. Upon completion of the "North Marin Aqueduct Relocation, Aqueduct Energy Efficiency Project" in August 2015, which included installation of a new pipeline connecting the existing Kastania Pipeline to the enlarged and relocated North Marin Aqueduct, North Marin discontinued pumping operation of Sonoma Water's Kastania Pump Station.
- C. In connection with the 2021 drought water shortage emergency, Marin Water proposes rehabilitation and recommissioning of the Kastania Pump Station ("KPS Rehabilitation Project") to increase operational efficiency of water transmission through the North Marin Aqueduct, which has become more acute during drought conditions. The parties agree that it is necessary and appropriate to transfer the ownership of the Kastania Pump Station from Sonoma Water to Marin Water as part of the KPS Rehabilitation Project.
- D. In conjunction with the KPS Rehabilitation Project, Sonoma Water desires to transfer ownership of the Kastania Pump Station to Marin Water and transfer ownership of the connecting portion of the Kastania Pipeline, extending south from the Kastania Meter Station, to NMWD. Marin Water desires to accept the transfer of ownership of Kastania Pump Station, and NMWD desires to accept ownership of the designated portion of the Kastania Pipeline.
- E. Marin Water desires to subsequently convey easements on the Kastania Pump Station property in favor of NMWD as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises made herein, the parties hereto hereby mutually covenant and agree as follows:

PART 1 - GENERAL

1.1 Incorporation of Recitals

The recitals stated above are true and correct and are incorporated into this Agreement.

1.2 Definitions

When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent of this Agreement, the terms:

- a) "Kastania Pump Station" means the twin 400 horsepower pumps and motors (1 Duty, 1 Standby), pump house, piping connections to the Kastania Pipeline and the North Marin Aqueduct, site improvements and appurtenances including the real property, as shown in Exhibit A hereto and described in the Form of Grant Deed at Exhibit B, all in its "as-is" condition as of the effective date of this Agreement.
- b) "Kastania Pipeline" means:
 - 1. The portion of the 30-inch cement mortar-lined steel aqueduct defined and transferred to Sonoma Water pursuant to the Initial Transfer Agreement; and including
 - 2. 30-inch aqueduct relocation modifications by State of California's ("CalTrans") MSN B2 Project shown on CalTrans' record drawings for the Marin-Sonoma Narrows Segment B-2 project (Contract No. 04-2640U4), dated 6-30-2017, sheets 330 (U-20) through 332 (U-22) of 918, from Station "W1"10+03.64 to "W1"42+53.31; and including
 - 3. Contract Change Order revisions to the 30-inch aqueduct from Station "W1"15+80.62 to "W1"16+95.42, dated 11-15-18 and shown on sheet 183B (U-26) of 604 for the CalTrans' MSN B2 Project; and including
 - 4. All portions of the 30-inch welded steel pipe (WSP) shown on the General Piping Plan (drawing M1/19) of MMWD's Kastania Pump Station as-installed drawings, dated 9/77, that are identified as "Kastania Pipeline" on Exhibit A.
- c) "Telemetry Equipment" means telemetry equipment installed at the Kastania Pump Station property, including any power conduit, antennae or other ancillary facilities, some of which is owned and operated by Sonoma Water, which is further described in the Form of Grant Deed at Exhibit B, and some of which is owned and operated by

NMWD, as more specifically described in the Form of Easement for Telemetry Equipment at Exhibit D.

1.3 Exhibits

- a) Exhibit A: Map of the Kastania Pump Station property and a portion of Kastania Pipeline; and
- b) Exhibit B: Form of Grant Deed for Transfer of Kastania Pump Station from Sonoma Water to Marin Water; and
- c) Exhibit C: Form of Easement Deed for Transfer of Kastania Pipeline and North Marin Aqueduct from Marin Water to NMWD; and
- d) Exhibit D: Form of Easement Deed to convey an easement from Marin Water in favor of NMWD for Telemetry Equipment; and
- e) Exhibit E: Form of Quitclaim Deed for Transfer of a portion of Kastania Pipeline from Sonoma Water to NMWD.

1.4 Purpose

The purpose of this Agreement is to provide for: 1) the transfer of the Kastania Pump Station from Sonoma Water to Marin Water, as described in Section 2.1 of this Agreement, and as shown on Exhibit A hereto, thereby enabling construction and operation of the KPS Rehabilitation Project; 2) the subsequent conveyance of easements necessary to assure that NMWD maintains access to those portions of the Kastania Pipeline and the North Marin Aqueduct located in and under the Kastania Pump Station property, and to assure that NMWD maintains access to its existing and future Telemetry Equipment located at the Kastania Pump Station; and 3) the transfer of a portion of the Kastania Pipeline from Sonoma Water to NMWD, as described in Section 2.4 of this Agreement, and as shown on Exhibit A hereto, thereby enabling NMWD's operation and maintenance of the portion of the Kastania Pipeline located between the Kastania Meter Station and the Kastania Pump Station.

1.4 Effective Date of Agreement

This Agreement shall become effective upon its execution by all of the parties hereto.

PART 2 – TRANSFER OF KASTANIA PUMP STATION AND KASTANIA PIPELINE

2.1 Transfer of the Kastania Pump Station

Except for rights described in this Agreement to be reserved unto Sonoma Water, Sonoma Water hereby agrees to transfer and convey to Marin Water all existing rights, title and interest of Sonoma Water in and to the Kastania Pump Station and all associated piping and appurtenances located upon the real property, shown on Exhibit A and further described in the Form of Grant Deed set forth at Exhibit B, subject to the reservation of rights required by Sonoma Water to maintain, install, adjust, repair, remove, replace and operate electrical, SCADA, Telemetry Equipment and other related equipment, together with and including

reasonable ingress and egress over adjoining lands, provided that same shall not interfere with the rights of the District to use the property as water transfer pump station, both attached hereto and made part of this Agreement.

2.2 Kastania Pipeline Easement in Favor of North Marin

Marin Water hereby agrees to grant and convey an easement over, under, through and across the Kastania Pump Station to NMWD for purposes of owning, operating, maintaining, repairing or replacing the Kastania Pipeline and the North Marin Aqueduct located on the Kastania Pump Station property, in the location as generally depicted on the map at Exhibit A and more specifically in the Form of Easement Deed for Transfer of the Kastania Pipeline and North Marin Aqueduct as set forth at Exhibit C, both attached hereto and made part of this Agreement ("Kastania Pipeline and North Marin Aqueduct Easement").

2.3 Telemetry Equipment Easement

Marin Water hereby agrees to convey an easement in favor of NMWD over and across the Kastania Pump Station property as necessary for NMWD to access, maintain, adjust, repair or replace its electrical, Telemetry Equipment, and other equipment within the Kastania Pump Station property as more specifically described and set forth in the Form of Telemetry Equipment Easement at Exhibit D, attached hereto and made part of this Agreement.

2.4 Transfer of the Kastania Pipeline

Sonoma Water hereby agrees to transfer and convey to NMWD all existing rights, title and interest of Sonoma Water in and to the portion of the Kastania Pipeline located between the Kastania Meter Station and Kastania Pump Station and all associated appurtenances, shown on Exhibit A and further described in the Form of Quitclaim Deed set forth at Exhibit E, attached hereto and made part of this Agreement.

2.5 Execution, Delivery and Recordation of Conveyance Documents

- a) Within 10 days following the full execution of this Agreement, Marin Water will prepare the clean and recordable Grant Deed and Easement Deeds in the forms set forth at Exhibits B through D of this Agreement and work to collect all signatures necessary for recordation of said conveyance documents, including but not limited to, any notaries and certificates of acceptance. Sonoma Water and NMWD agree to work cooperatively and promptly with Marin Water to provide all necessary signatures on said conveyance documents. Once all conveyance documents have been fully executed, Marin Water will cause the conveyance documents to be recorded in the Official Records of Sonoma County, together and in the following priority:

1. Grant Deed (Exhibit B) – Transfer of Kastania Pump Station from Sonoma Water to Marin Water

2. Easement Deed (Exhibit C) – Conveyance of Kastania Pipeline easement from Marin Water to NMWD
3. Easement Deed (Exhibit D) – Conveyance of easement for Telemetry Equipment from Marin Water to NMWD

Marin Water will obtain conformed copies of all recorded conveyance documents and return a conformed copy of the Grant Deed and the conformed copy of the Kastania Pipeline Easement Deed and NMWD Telemetry Equipment Easement Deed to NMWD within five business days from the date of said recording.

b) Within 60 days following receipt of fully executed and recorded easement conveyance documents received by Sonoma Water from CalTrans for the portion of the Kastania Pipeline located between the Kastania Meter Station and Kastania Pump Station, Sonoma Water will prepare the clean and recordable Quitclaim Deed in the form set forth at Exhibit E of this Agreement and work to collect all signatures necessary for recordation of said conveyance documents, including but not limited to, any notaries and certificates of acceptance. NMWD agrees to work cooperatively and promptly with Sonoma Water to provide all necessary signatures on said conveyance documents. Once all conveyance documents have been fully executed, Sonoma Water will cause the conveyance documents to be recorded in the Official Records of Sonoma County. Sonoma Water will obtain conformed copies of all recorded conveyance documents and return a conformed copy of the Quitclaim Deed to NMWD within five business days from the date of said recording.

2.6 Operation and Maintenance

- a) Upon recordation of the Grant Deed in favor of Marin Water, Marin Water shall have full responsibility for the operation and maintenance of the Kastania Pump Station. The preceding sentence notwithstanding, NMWD shall maintain operational control of Kastania Pump Station and shall operate same in accordance with the 2021 Memorandum of Understanding for Operation of the Kastania Pump Station and Operation of the Ely Booster Station agreed to by Sonoma Water, NMWD, Marin Water, and City of Petaluma subsequent to execution of this Agreement. Upon recordation of the Kastania Pipeline and North Marin Aqueduct Easement in favor of NMWD, NMWD shall maintain full responsibility for the operation and maintenance of that portion of the Kastania Pipeline and North Marin Aqueduct located on the Kastania Pump Station property and any connection to that portion of the North Marin Aqueduct, including but not limited to any intertie or connection necessary to facilitate the KPS Rehabilitation Project, which shall be pursuant to the Amended and Restated Interconnection Agreement between Marin Water and NMWD as approved subsequent to execution of this Agreement.
- b) Upon recordation of the Quitclaim Deed in favor of NMWD, NMWD shall have full responsibility for the operation and maintenance of that portion of the Kastania Pipeline located between the Kastania Meter Station and Kastania Pump Station, including but not limited to any intertie or connection necessary to facilitate the KPS Rehabilitation Project, which shall be pursuant to the Amended and Restated Interconnection Agreement between Marin Water and NMWD as approved subsequent to execution of this Agreement.

2.7 Rights Reserved

Part 3 of the Initial Transfer Agreement is herewith no longer in effect and is superseded by this Agreement. All other provisions of said Initial Transfer Agreement remain in full force and effect including NMWD's exclusive right to sell water to existing and new customers in the South Petaluma Boulevard Industrial area from existing turnouts connected to the Water Agency's Kastania Pipeline.

2.8 Costs

- a) In consideration of said transfer and conveyance described in this PART 2, Marin Water shall pay to Sonoma Water the sum of one dollar within 60 days from the effective date of this Agreement.
- b) All costs related to the KPS Rehabilitation Project including: planning, permitting, design, and construction (materials, equipment and labor including necessary piping intertie or

connection to the Kastania Pipeline and North Marin Aqueduct), construction management, inspection; and ongoing operations, maintenance and replacement costs, shall be borne solely by Marin Water.

Part 3 – Miscellaneous

3.1 Enforcement

Each and all of the provisions of this Agreement shall be enforceable by action brought by any party hereto for specific performance or any other appropriate action at law for damages or in equity for other appropriate relief to the end that no party hereto shall suffer from the default of any other party.

3.2 Severability

If any one or more sections, provisions, promises or conditions of this Agreement are declared void or voidable for any reason by a final judgment or order of a court of competent jurisdiction, it is hereby declared to be the intention of each party and agreed that each and all of the other sections, provisions, promises and conditions of this Agreement shall be and remain in full force and effect.

3.3 Waiver of Breach

The waiver by any party of either breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

3.4 Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

3.5 Drafter

Marin Water, NMWD and Sonoma Water hereby acknowledge that they have each contributed to the making of this Agreement and have an opportunity for their respective legal counsel to review and contribute to this Agreement. In the event of a dispute over the interpretation of this Agreement, the parties hereto hereby agree that the language of the Agreement will not be construed against one party in favor of the other.

3.6 Third-Party Beneficiary

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

3.7 Section Headings

The section headings in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

3.8 Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Pronoun Number and Gender

As required by the context of this Agreement, each pronoun and parenthetical reference shall mean and be construed to include the singular and plural, and the masculine, feminine, and neuter.

3.9 California Environmental Quality Act

Pursuant to the California Environmental Quality Act, Marin Water is designated as the lead agency for any environmental documentation that may be required for restoration of the Kastania Pump Station, this Agreement, the Amended and Restated Interconnection Agreement between North Marin Water District and Marin Municipal Water District, and the Memorandum of Understanding for Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station (collectively the "Kastania Pump Station Restoration Project").

Remainder of Page Intentionally Left Blank

The Parties below have executed this Agreement effective as of the last date set forth below.

Sonoma County Water Agency

APPROVED AS TO FORM:

By: _____
Grant Davis, General Manager

Date: _____

Attest:

By: _____
Clerk of the Board

Sonoma County Counsel's Office

North Marin Water District

APPROVED AS TO FORM:

By: _____

North Marin Legal Counsel

(Please print name here)

Date: _____

Marin Municipal Water District

APPROVED AS TO FORM:

By: _____
Bennett Horenstein, General Manager

Molly MacLean, General Counsel

Date: _____

Exhibit A To 2021 KPS Transfer Agreement

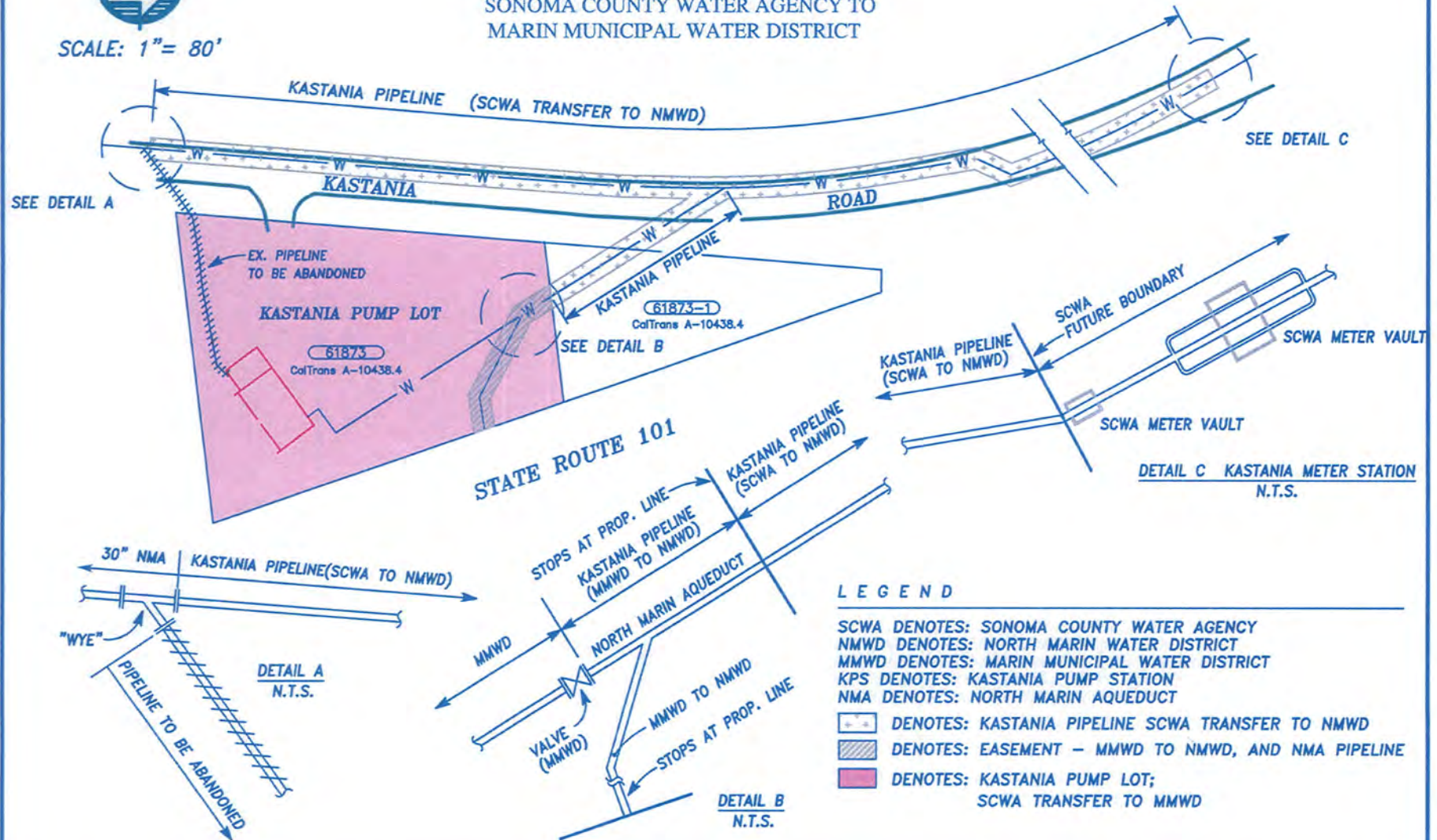
[Insert map]



SCALE: 1" = 80'

EXHIBIT A

2021 KASTANIA PUMP TRANSFER
SONOMA COUNTY WATER AGENCY TO
MARIN MUNICIPAL WATER DISTRICT



MARIN MUNICIPAL WATER DISTRICT
220 NELLEN AVE., CORTE MADERA, CA 94825 (415) 924-4800

DATE: OCT 2021 JOB NO: D21027 SHEET: 3 of 3
PREPARED BY: KV DESIGN BY: MB

**TRANSFER OF KASTANIA PUMP STATION TO MMWD
PORTION OF KASTANIA PIPELINE TO NMWD
FROM THE SONOMA COUNTY WATER AGENCY**

Exhibit B To 2021 KPS Transfer Agreement

For Benefit of Grantee, standard Recording Fee

Value less than \$100.00, Documentary Transfer Tax = 0

Signature of Agent Determining Tax

When recorded mail a copy to:

Stanley Graham
Marin Municipal Water District
220 Nellen Avenue
Corte Madera CA 94925

GRANT DEED

APN:

THIS GRANT DEED, made as of _____, by and between the **SONOMA COUNTY WATER AGENCY** a body corporate and politic organized under the laws of the State of California, hereinafter called "**Sonoma Water**" and **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, hereinafter called "**District.**"

WITNESSETH:

That Sonoma Water, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto District, their successors and assigns, forever, all of the right, title and interests of Sonoma Water in the real property in the County of Sonoma, State of California, more particularly described in **EXHIBIT A**, attached hereto and incorporated herein.

Reserving therefrom a nonexclusive easement in gross for Sonoma Water to maintain, install, adjust, repair, remove, replace and operate electrical, SCADA, telemetry equipment, and other related equipment, including reasonable ingress and egress over adjoining lands, provided that same shall not interfere with the rights of the District to use the property as a water transfer pump station.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first written above.

SEAL:

SONOMA COUNTY WATER AGENCY

By _____
Grant Davis, General Manager

ATTACHMENTS:

Exhibit A – Legal Description of the Property

Notary Acknowledgement

Certificate of Acceptance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,
_____, Notary Public, personally appeared,
_____, who proved 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 he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 2021 from the **SONOMA COUNTY WATER AGENCY**, a public corporation, to **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, was hereby accepted by the **BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT** on _____, 2021 subject to the terms and conditions of said Easement Agreement, and **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ **BY:** _____

Exhibit C To 2021 KPS Transfer Agreement
Easement Deed For Kastania Pipeline and North Marin Aqueduct

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383.

Value less than \$100.00

Recording Requested By:

Tony Williams

Asst. GM/Chief Engineer

When recorded return to:

North Marin Water District

999 Rush Creek Place

Novato CA 94945

EASEMENT AGREEMENT

APN

THIS AGREEMENT, made and entered into this ____ day of _____, by and between the **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, hereinafter called "District", and the **NORTH MARIN WATER DISTRICT**, a public corporation, hereinafter called "Grantee",

WITNESSETH:

That for a good and valuable consideration, receipt of which is hereby acknowledged, District does by these presents, grant, bargain, sell and convey to the Grantee, its successors and assigns, the following non-exclusive easement subject to the following terms and conditions:

District hereby grant and convey an easement to Grantee over, under, through and across the real property described in Exhibit A for purposes of owning, operating, maintaining, repairing or replacing that portion of the water pipeline located on the property, in the location as generally depicted on the map at Exhibit A ("Kastania Pipeline").

The easement granted herein shall be and is non-exclusive, and the right is hereby reserved by District to use said easement for any and all purposes which will not interfere with or jeopardize the use of the easement for said purposes of Grantee; provided however, that no structures, fill, or other improvements shall be placed on or over such easement which will interfere with or impede the free access of Grantee for use, repair, replacement or maintenance of the installations therein.

Should there be any variations, errors or omissions in the description herein, it is the intention of the District to convey to Grantee an easement over the Kastania Pipeline as laid and located.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

MMWD SEAL:

MARIN MUNICIPAL WATER DISTRICT

Date: _____

By _____
Bennett Horenstein
General Manager

ATTACHMENTS:

Exhibit A – Map of the Kastania PS Property
Notary Acknowledgement
Certificate of Acceptance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Marin

On _____ before me, Stanley P. Graham, Notary Public, personally appeared, Bennett Horenstein, who proved 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 2021 from the **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, to **NORTH MARIN WATER DISTRICT**, a public corporation, was hereby accepted by the **BOARD OF DIRECTORS OF THE NORTH MARIN WATER DISTRICT** on _____, 2021 subject to the terms and conditions of said Easement Agreement, and **NORTH MARIN WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ **BY:** _____

**Exhibit D To 2021 KPS Transfer Agreement
Easement – MMWD to NMWD**

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383.
Value less than \$100.00

Recording Requested By:

Tony Williams
Asst. GM/Chief Engineer

When recorded return to:
North Marin Water District
999 Rush Creek Place
Novato CA 94945

EASEMENT AGREEMENT

APN _TBD _____

THIS DEED, made and entered into this ____ day of _____, 2021, by and between **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, hereinafter called "District", and the **NORTH MARIN WATER DISTRICT**, a public corporation, hereinafter called "Grantee",

WITNESSETH:

That for a good and valuable consideration, receipt of which is hereby acknowledged, District does by these presents, grant, bargain, sell and convey to the Grantee, its successors and assigns, the following easement in gross.

The District is the owner of the property described in Exhibit A, attached hereto and made part hereof. Said easement is granted and shall be held for and subject to the following terms and conditions.

Grantee shall have, and is hereby granted the right to install, maintain, repair, remove, replace and operate SCADA and telemetry equipment as Grantee may elect to install, together with the right to construct and maintain such equipment as may be necessary or convenient in connection with the transmission and delivery of water, together with and including reasonable ingress and egress over adjoining lands for the construction, repair and maintenance of such equipment, provided that same shall not interfere with the rights of the District to use the property as water transfer pump station.

The easement granted herein shall be an easement in gross, and the right is hereby reserved by District to use said easement for any and all purposes which will not interfere with or jeopardize the use of the easement for the said purposes of Grantee.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

MMWD SEAL:

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By: _____
Bennett Horenstein
General Manager

ATTACHMENTS:

Exhibit A – Map of the Kastania PS Property
Notary Acknowledgement
Certificate of Acceptance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Marin

On _____ before me, Stanley P. Graham, Notary Public, personally appeared, Bennett Horenstein, who proved 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 2021 from the **MARIN MUNICIPAL WATER DISTRICT**, a public corporation, to **NORTH MARIN WATER DISTRICT**, a public corporation, was hereby accepted by the **BOARD OF DIRECTORS OF THE NORTH MARIN WATER DISTRICT** on _____, 2021 subject to the terms and conditions of said Easement Agreement, and **NORTH MARIN WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ **BY:** _____

Exhibit E To 2021 KPS Transfer Agreement

RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Exempt from the fee per GC 27388.1 (a) (2);
Executed or recorded by a government agency.

Deed to Public Agency
Tax \$0 Exempt from Transfer Tax R&T 11922

QUITCLAIM DEED

APN:

THIS QUITCLAIM, made as of _____, by and between the **SONOMA COUNTY WATER AGENCY** a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter called "**Sonoma Water**" and **NORTH MARIN WATER DISTRICT**, a public corporation, hereinafter called "**District**."

WITNESSETH:

That Sonoma Water, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim unto District, their successors and assigns, forever, all of the right, title and interests of the Water Agency in the real property in the County of Sonoma, State of California, more particularly described in **EXHIBIT A**, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first written above.

SEAL:

SONOMA COUNTY WATER AGENCY

By _____
Grant Davis, General Manager

ATTACHMENTS:

Exhibit A – Legal Description of the Property

Notary Acknowledgement
Certificate of Acceptance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,
_____, Notary Public, personally appeared,
_____, who proved 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 he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in the real property conveyed by the Quitclaim Deed, dated _____, 2021 from the **SONOMA COUNTY WATER AGENCY**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, to **NORTH MARIN WATER DISTRICT**, a public corporation, was hereby accepted by the **BOARD OF DIRECTORS OF THE NORTH MARIN WATER DISTRICT** on _____, 2021 subject to the terms and conditions of said Quitclaim Deed, and **NORTH MARIN WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ **BY:** _____

DRAFT

(November 8, 2021)

AMENDED AND RESTATED
INTERCONNECTION AGREEMENT

between

North Marin Water District
and
Marin Municipal Water District

XXXXXX, 2021

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AMENDED AND RESTATED
INTERCONNECTION AGREEMENT

THIS AGREEMENT, made this day of December, **2021** by and between NORTH MARIN WATER DISTRICT, a public body (herein called "North Marin") and MARIN MUNICIPAL WATER DISTRICT, a public body (herein called "Marin Municipal")(North Marin and Marin Municipal shall be collectively referred to as "Parties").

RECITALS

- A. From time to time there exists surplus capacity in the North Marin water system.
- B. From time to time there exists surplus capacity in the Marin Municipal water system.
- C. Pursuant to the Fourth Amended Offpeak Water Supply Agreement and the Second Amended Agreement for the Sale of Water (as these agreements are defined in Section 1(s) of this Agreement), Sonoma County Water Agency ("Sonoma Water") delivers Marin Municipal's Russian River water to the North Marin Aqueduct at the Kastania meter station, North Marin's metered turnout as depicted on Exhibit A. It is expected that pursuant to any amendment to said agreement deliveries will continue to the same location.
- D. Pursuant to the Restructured Agreement for Water Supply (as this term is defined in Section 1(r) of this Agreement), Sonoma Water delivers North Marin's Russian River water to the North Marin Aqueduct. It is expected that pursuant to any amendment to said agreement deliveries will continue to the same location.
- E. During certain times of the year it is anticipated there will be surplus capacity in the North Marin Aqueduct.
- F. North Marin owns certain pipeline and construction easements which contain the North Marin Aqueduct and which were planned to accommodate a second aqueduct.
- G. Marin Municipal desires to utilize finished water reservoir storage available in North Marin's water system, including the Atherton, Lynwood, Palmer Drive and Amaroli Tanks, to balance pump operations upstream and downstream of Reach 3. North Marin desires to augment deliveries to finished water storage reservoirs in the south end of its water system from Reach 1, 2, and 3.
- H. Marin Municipal has the capability of releasing water from its reservoirs into Nicasio or Lagunitas Creek for the benefit of North Marin which extracts water from stream side wells located downstream.
- I. Caltrans undertook a project to widen US Highway 101 between Novato and Petaluma, the Marin-Sonoma Narrows Project, that required relocation of the North Marin Aqueduct adjacent to the highway.

- J. North Marin constructed the Aqueduct Energy Efficiency Project (AEEP) to upsize the North Marin Aqueduct from Kastania Pump Station to Redwood Landfill Road, including the North Marin Aqueduct sections requiring relocation due to the Caltrans US Highway 101 Marin-Sonoma Narrows Project. The upsized aqueduct enabled transport of water by gravity flow, thereby eliminating the need for North Marin to utilize the pumps at Kastania Pump Station to meet existing or projected future demand. Once the upsized aqueduct was operational as part of the AEEP, North Marin decommissioned and disconnected the Kastania Pump Station from the North Marin Aqueduct.
- K. Decommissioning and disconnecting the Kastania Pump Station from the North Marin Aqueduct reduced GHG emissions by at least 300 tons per year by curtailing the energy use associated with the former pumping operations at the Kastania Pump Station.
- L. On April 21, 2021, the Governor of California issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed, which was extended to Marin County on July 8, 2021.
- M. In connection with the 2021 drought, Marin Municipal proposes the rehabilitation and recommissioning of the Kastania Pump Station, which will enable Marin Water the operational flexibility to meet its water supply needs when they cannot be met through gravity flow on the North Marin Aqueduct, in particular to address temporary facility disruption or outages and anticipated water shortages due to dry years, drought and emergencies.
- N. North Marin operates its Stafford Lake Water Treatment facility during summer months to utilize local water supply and partially offset North Marin's Russian River water deliveries, thereby increasing surplus capacity in the North Marin Aqueduct.

NOW, THEREFORE, in consideration of these recitals and the mutual promises made herein, North Marin and Marin Municipal agree as follows:

1. DEFINITIONS

As used herein, the terms:

- (a) "Annually" "per annum" or "fiscal year" means a twelve-month period commencing July 1 and ending June 30.
- (b) "Intertie Facilities" means all the interconnecting facilities of Marin Municipal and North Marin through which water can flow for the benefit of one or the other party including all attached and appurtenant facilities such as valves, meters, blow-offs, control cables and devices, cathodic

protection equipment, and electrical services and comprised of the following principal components shown on the schematic diagram attached hereto and marked "Exhibit A":

DRAFT

- (1) Reach 1, consisting of approximately 4,300 feet of 18-inch and 16-inch pipeline extending from Big Rock Ridge north to the Main Gate Road;
- (2) Reach 2, consisting of approximately 11,100 feet of 30-inch pipeline extending north from Main Gate Road to a point near the Highway 101 and Highway 37 interchange where said 30-inch pipeline connects with a 24-inch and 36-inch pipeline at a connection called the Wye;
- (3) Reach 3 contains two parallel pipeline systems; one owned by North Marin called the North Marin Intertie consisting of approximately 4,980 feet of 24-inch pipeline extending from the westerly end of Branch 2 north to Redwood Blvd and Sunset Parkway and approximately 14,300 feet of 28.5-inch pipeline north of said intersection to a point of connection with the 28.5-inch North Marin Aqueduct at the San Marin Control Station; and the other owned by Marin Municipal called the Novato Bypass consisting of approximately 20,100 feet of 36-inch pipeline extending from the Wye north to a point of connection with the 28.5-inch North Marin Aqueduct immediately north of the San Marin Control Station;
- (4) Reach 4, also called the North Marin Aqueduct, consisting of approximately 17,000 feet of 28.5-inch pipeline extending from the northern terminus of Reach 3 to Redwood Landfill Road (Reach 4a) and approximately 24,000 feet of 42-inch pipeline extending from Redwood Landfill Road to the Sonoma Water Kastania Pipeline near Kastania Pump Station (Reach 4b);
- (5) "Hamilton Bypass" means the 36-inch pipeline that parallels Reach 1 extending from Big Rock Ridge north to the Main Gate Road;
- (6) "Pacheco Tanks" means the two tanks on Big Rock Ridge at the terminus of the Hamilton bypass;
- (7) "Branch 1," consisting of approximately 3,190 feet of 18-inch, 12-inch and 8-inch pipeline connecting to Reach 1 at Bolling Drive and extending south and then easterly to Air Base Tank;
- (8) "Branch 2," consisting of 1,492 feet of 24-inch pipeline extending from the Wye north then westerly across Highway 101 to a connection with a 24-inch pipeline(also referred to as the "North Marin Intertie");
- (9) Lynwood, Amaroli and Palmer Tanks including pipelines connecting same to Branch 2 and Reach 2;
- (10) Atherton Tank including pipelines connecting same to Reach 3;

- (11) "Kastania," including Kastania Pipeline (Kastania Pipeline is that portion of the 30-inch cement mortar-lined steel aqueduct defined and transferred to Sonoma Water pursuant to the Agreement Among the Sonoma County Water Agency, The North Marin Water District And The Marin Municipal Water District For Acquisition Of A Portion Of The North Marin Aqueduct And The Kastania Pumping Plant" dated April 13, 1999), Kastania Tank and Kastania Pump Station;
- (12) Pacheco Valle Interconnection (Reach 1);
- (13) Hamilton Main Gate Road Interconnection (where Reach 1 meets Reach 2);
- (14) Bel Marin Keys Interconnection (Reach 2);
- (15) Wye Interconnection (on Branch 2 where Reach 2 meets Reach 3);
- (16) San Marin Interconnection (where Reach 3 meets Reach 4).
- (c) "Other interconnections" means other interconnections or facilities in place or from time to time constructed and added to either the Marin Municipal or North Marin water system which the parties hereto mutually agree are needed to effectively carry out the provisions of this agreement.
- (d) "North Marin Aqueduct" means Intertie Facility (b) (4) or Reach 4, North Marin's pipeline extending south from the Sonoma Water pipeline near Kastania Pump Station to the San Marin Control Station in Novato.
- (e) "Marin Municipal's Russian River water" means water furnished and delivered by Sonoma Water to Marin Municipal at Kastania.
- (f) "Marin Municipal Water System" means all the reservoirs, both raw water and finished water, pumps, aqueducts, pipelines, treatment plants, and other appurtenant facilities owned and operated by Marin Municipal for the purpose of providing water service to its customers.
- (g) "mgd" means millions of gallons per day, a rate of flow.
- (h) "North Marin's Russian River water" means water furnished and delivered by Sonoma Water to North Marin at Kastania.
- (i) "North Marin Water System" means all the reservoirs, both raw water and finished water, pumps, aqueducts, pipelines, treatment plants, and other appurtenant facilities owned and operated by North Marin for the purpose of providing water service to its customers.
- (j) "Novato Bypass" means Marin Municipal's 36-inch pipeline extending from the Wye north to a point just north of North Marin's San Marin Control Station.
- (k) "Operational Control" means defining and transmitting real time level and

pressure set point ranges from within the North Marin water distribution system to determine whether or not the Kastania Pumps can be operated by Marin Municipal. Also refer to Section 5.A.1 of this Agreement.

- (l) "Point(s) of delivery" means any point or points from time to time mutually agreed to by the parties which are located within, are part of, or are connected to, the Intertie Facilities or other point or points of delivery mutually agreed to by the parties. As of the date of this agreement, the following points of delivery exist:

DRAFT

- (1) "Pacheco Valle: the point of interconnection between the most southerly 18-inch segment of Marin Municipal's Reach 1 pipeline and North Marin's 18 inch and 14-inch Pacheco Valle pipeline, near Pacheco Valle.
 - (2) Main Gate Road: two points of interconnection: one being south, between Hamilton Bypass and the most northerly 18-inch segment of the North Marin portion of the Reach 1 pipeline located near the Hamilton School and the second being to the north, between Marin Municipal's 30-inch Reach 2 pipeline and the Lanham Village distribution system.
 - (3) Bel Marin Keys: the point of interconnection between Marin Municipal's 30-inch Reach 2 pipeline and North Marin's 16-inch Bel Marin Keys pipeline.
 - (4) San Marin Control Station: the point of interconnection between Reach 4 facilities and Reach 3 facilities.
 - (5) Nicasio Creek: the downstream end of the pipe located at the base of Seeger Dam (Nicasio Lake) used to release water to Nicasio Creek.
 - (6) Lagunitas Creek: the downstream end of the pipe located at the base of Peters Dam (Kent Lake) used to release water to Lagunitas Creek.
 - (7) The Wye: the point of interconnection between Reach 2 and Reach 3 facilities.
-
- (l) "Release" means, the release of water to North Marin's West Marin Service Area, at either the Lagunitas Creek or Nicasio Creek points of delivery from Kent or Nicasio Lakes.
 - (m) "Replacement cost" means the cost associated with, or the act of, acquisition of material and installation of same for the correction of irreparable wear or other deterioration of parts or elements of a given structure or facility.
 - (n) "Sonoma Water" means Sonoma County Water Agency, a public body.
 - (o) "Summer months" means May, June, July, August and September.
 - (p) "Surplus capacity" means the capacity of any facility of the watersystem of one of the parties hereto which said party solely and conclusively determines is in excess of the needs of its customers.
 - (q) "Caltrans" mean the State of California Department of Transportation.

- (r) "Restructured Agreement for Water Supply" means the agreement between North Marin and Forestville County Water District, Valley of the Moon Water District and the Cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma and Windsor and the Sonoma Water that became effective on June 23, 2006.
- (s) "Fourth Amended Off-peak Water Supply Agreement" and the "Second Amended Agreement for the Sale of Water" means the agreements between Marin Municipal and Sonoma Water that became effective on July 1, 2015.
- (t) "Interconnection Agreement" means the agreement between Marin Municipal and North Marin dated February 5, 2014.

2. PURPOSE OF AGREEMENT

The purpose of this agreement is to provide the basis for and mechanism whereby Marin Municipal and North Marin can each, as a first priority, continue to meet the needs of their respective customers, and simultaneously, to the extent feasible, utilize their respective water systems and surplus system capacity in a coordinated manner for the benefit of the customers of both Districts.

3. WATER DELIVERY PROVISIONS

A. North Marin's Delivery of Marin Municipal's Russian River Water

- 1. North Marin shall deliver Marin Municipal's Russian River water through the North Marin Water System at such point or points of delivery, at such times and at such rates of flow as determined by Marin Municipal, subject, however, to the availability of surplus capacity and provided such deliveries may be made in a manner that will not prevent North Marin from meeting its contractual obligations to Sonoma Water and will normally not lower the water level in North Marin's Atherton, Palmer Drive, Lynwood or Amaroli Tanks below operating levels determined by North Marin.
- 2. North Marin will endeavor in good faith to produce 1,300 AF of treated potable water at its Stafford Lake water treatment facility during the period of May 15 through September 15 each calendar year.
- 3. North Marin will maintain Operational Control over the Kastania Pump Station, which will be operated consistent with this Agreement and the Kastania Pump Station Operations MOU. Marin Municipal will operate the Kastania Pump Station to address its operational maintenance needs, including system outages, planned maintenance and system upgrades that may disrupt normal operations; and anticipated water shortfalls due to dry years; drought; and other emergencies.

B. Marin Municipal's Delivery of North Marin's Russian River Water

Marin Municipal shall deliver North Marin's Russian River water through the Marin Municipal Water System at such point or points of delivery, at such time and at such rates of flow as determined by North Marin, subject to the availability of surplus capacity and provided such deliveries may be made in a manner that will not prevent Marin Municipal from meeting obtaining its contractual allotment from obligations to Sonoma Water.

C. Marin Municipal's Delivery to Nicasio or Lagunitas Creek

On North Marin's request, when flow in Lagunitas Creek is determined by North Marin to be low or when the dry year condition described in State Water Resources Control Board Order 95-17 occurs, Marin Municipal shall release to Nicasio Creek or Lagunitas Creek for North Marin's benefit up to 250 acre-feet per year. Said water shall be used by North Marin within its Inverness-Point Reyes Annexation Territory as same is recorded in Volume 2118 of the official Records of Marin County at Page 304 through 314. Additional amounts of water may be released by Marin Municipal upon North Marin's request subject to the availability of surplus water, as determined solely by Marin Municipal. Whether releases of requested water are made from Seeger Dam / Nicasio Lake or Peters Dam / Kent Lake shall be determined by Marin Municipal. All deliveries made by Marin Municipal pursuant to this section shall be over and above those releases that Marin Municipal must make to meet instream flow and water rights requirements as ordered by the State Water Resources Control Board.

In addition, if in any year that North Marin requests water under this Section and Marin Municipal has requested voluntary or mandatory water use reductions of its customers in eastern Marin County, North Marin shall require its customers in its Inverness-Point Reyes Annexation Territory to reduce use to an equal or greater percentage using the methodology included in North Marin's "Water Shortage Contingency Plan for West Marin Service Area", dated August 23, 2002, or any subsequent Plan.

D. Marin Municipal Deliveries to North Marin at the Pacheco Valle, Main Gate Road and Bel Marin Keys Interconnections

At North Marin's request and subject to availability of supply and capacity in Marin Municipal's Water System, Marin Municipal shall deliver to North Marin such quantities of water as North Marin requires to augment supply to the south end of its water system at its Pacheco Valle, Main Gate Road and Bel Marin Keys interconnections. Prior to said deliveries of water to North Marin, North Marin, at its expense, shall install metering facilities acceptable to Marin Municipal.

E. Risk of Loss

Risk of loss and responsibility for the handling and control of all water delivered hereunder shall pass from the party making the delivery to the party receiving the delivery at the point of delivery or release thereof. The parties agree to exercise due diligence in inspecting their various pipelines and appurtenances and to take steps to guard against unreasonable loss of water.

F. Water Quality

The quality of water delivered by North Marin to Marin Municipal shall be equivalent to the quality of water served by North Marin in its potable Novato area water system. The quality of water delivered by Marin Municipal to North Marin, with the exception of water delivered pursuant to Section 3.C. hereof, which shall be untreated water, and water from Sonoma Water delivered through the Marin Municipal Water System upstream of the Ignacio pump station, shall be equivalent to the quality of water leaving Marin Municipal's Ignacio Pump Station, including any fluoridation and corrosion control treatment conducted by Marin Municipal.

G. Meters for Deliveries to Marin Municipal

Meters used to measure deliveries made to Marin Municipal shall be tested for accuracy at least once annually by Marin Municipal at Marin Municipal's expense. North Marin shall be provided with a report of said test. North Marin shall have the right to make additional tests at any time at its expense. A meter shall be recalibrated if it is found to be inaccurate by more than two percent and in such event delivery data and corresponding payments or exchanges of water will be adjusted by the amount above or below said two percent accuracy standard as appropriate from the last date that the meter was known to be operating properly or, if such date cannot be determined, from a date midway between the date the meter was last tested and the date correct readings again commenced. However, under no circumstances shall the adjustment period exceed one year. North Marin shall read such meters and make an accounting to Sonoma Water and Marin Municipal.

H. Meters for Deliveries to North Marin

Meters used to measure deliveries made to North Marin, excluding deliveries at Kastania, Nicasio Creek or Lagunitas Creek, shall be tested for accuracy at least once annually by North Marin at North Marin's expense. Marin Municipal shall be provided with a report of said test. Marin Municipal shall have the right to make additional tests at any time at its expense. A meter shall be recalibrated if it is found to be inaccurate by more than two percent and in such event delivery data and corresponding payments or exchanges of water will be adjusted by the amount above or below said two percent accuracy standard as appropriate from the last date that the meter was known to be operating properly or, if such date cannot be determined, from a date midway between the date the meter was last tested and the date correct readings again commenced. However, under no circumstances shall the adjustment period exceed one year. North Marin shall read such meters and make an accounting to Sonoma Water and Marin Municipal.

4. OWNERSHIP OF FACILITIES

- A. Marin Municipal owns the portion of Reach 1 south of the Pacheco Valle Interconnection, including the valve that connects the North Marin and Marin Municipal Water Systems at that point, the Hamilton Bypass Pipeline,

Reach 2, including the valves that connect it to the Main Gate Road Interconnection and the Novato Bypass pipeline in Reach 3, Pacheco Tanks and the Ignacio Pump Station; and will own the Kastania Pump Station in Reach 4 pursuant to the 2021 Kastania Pump Station Transfer Agreement.

- B. North Marin owns Branches 1 and 2, the portion of Reach 1 north of the Pacheco Valle Interconnection, all other pipelines in Reach 3 and Reach 4, Air Base Tank, the Lynwood, Atherton, Palmer Drive and Amaroli Tanks and the San Marin Control Station.
- C. Sonoma Water owns, operates and maintains Kastania Tank and billing meter vault.

5. OPERATION AND MAINTENANCE

A. Operation of Facilities

1. 1. Marin Municipal shall be responsible for the operation, maintenance, repair and replacement of the facilities it owns. Control of flow in Reach 3 and Reach 4 shall be dictated by the Kastania Pump Station Operations MOU and Atherton, Lynwood and Palmer Drive Tank levels such that the hydraulic grade line in Reach 4 at the point of connection with Reach 3 does not fall below operation levels of these tanks as determined by North Marin. North Marin shall inform Marin Municipal prior to modifying the minimum operation levels of the tanks that dictate the control of flow in Reach 3 and Reach 4.
2. North Marin shall be responsible for operation, maintenance, repair and replacement of the facilities it owns and Operational Control of the Kastania Pump Station.
3. North Marin shall have the right to meet the needs of its customers including backfeeding water from the North Marin Aqueduct to Stafford Lake. Before backfeeding any water North Marin shall consult with Marin Municipal and Sonoma Water and will make every reasonable attempt to develop a plan of operation that will minimize disruption of deliveries of Marin Municipal's Russian River water.
4. The rehabilitated and recommissioned Kastania Pump Station is constructed to solely benefit Marin Municipal and Marin Municipal shall have the right to use the capacity of the Kastania Pump Station to the extent that surplus capacity exists in North Marin's system to transfer water to Marin Municipal.

B. Standards of Maintenance

The party assigned responsibility for operation, maintenance, repair and replacement of the Intertie Facilities shall at all times keep said facility in good repair and working order throughout the term of this Agreement.

6. PAYMENT AND EXCHANGE PROVISIONS

A. Payment for Delivery of Marin Municipal's Russian River Water

1. Marin Municipal shall pay North Marin a wheeling charge for all Marin Municipal's Russian River water delivered pursuant to Section 3. On the effective date of this agreement the wheeling charge shall be \$15.39 per acre-foot as the base charge, plus an additional \$5.14 per acre-foot set aside charge. Together the total wheeling charge shall be \$20.53 per acre-foot, \$5.14 per acre-foot of which shall be allocated and credited to Marin Municipal's share of the future replacement costs of the North Marin Aqueduct, including the escalation as described below. The wheeling charge and set aside charge shall be increased on July 1 of each subsequent year, beginning July 1, 2022, to reflect the change in the Engineering News Record Construction Cost Index for the San Francisco Bay area for the preceding 12 months (the "escalator"). The escalator on the wheeling and set aside charges shall be no greater than 4% per year and no less than 2% per year.
2. In recognition of North Marin's investment in the AEEP, Marin Municipal has made principal payments to North Marin in the amount of \$1,692,645 and shall make annual payments to North Marin in the amount of \$205,320 each July 1, from 2022 through 2032 as fair compensation for the AEEP capital cost. The parties agree that the AEEP project's actual costs, exclusive of those costs paid by Caltrans total \$7,103,691 and such that Marin Municipal's share of the final actual costs of the AEEP are equal to 51 percent and North Marin's share of the final actual costs of the AEEP are equal to 49 percent.

B. Payment for Delivery of North Marin's Russian River Water

North Marin shall pay Marin Municipal a wheeling charge for all North Marin's water delivered pursuant to Section 3. On the effective date of this agreement the wheeling charge shall be \$3.84 per acre-foot. The wheeling charge shall be increased on July 1 of each subsequent year, beginning July 1, 2022, to reflect the change in the Engineering News Record Construction Cost Index for the San Francisco Bay area for the preceding 12 months (the "escalator"). The escalator on the wheeling charge shall be no greater than 4% per year and no less than 2% per year.

Payment for water delivered to North Marin pursuant to Section 3.0., Pacheco Valle, Main Gate Road, and Bel Marin Keys Interconnections, will be by exchange, as provided in Section 6.0., below.

In addition, for each acre-foot of water delivered to North Marin pursuant to Section 3.0., Pacheco Valle, Main Gate Road and Bel Marin Keys Interconnections, North Marin shall pay Marin Municipal the wheeling charge.

For all such water delivered to North Marin downstream of Ignacio Pump Station, North Marin shall pay Marin Municipal a charge per acre-foot equal to the total annual out-of-pocket cost of energy consumed and treatment chemicals provided by Marin Municipal at the Ignacio Pump Station divided by the total volume of water pumped during the same period.

C. Compensation for Nicasio or Lagunitas Creek Deliveries and Other Water Delivered by Marin Municipal

For each acre-foot of water delivered by Marin Municipal to North Marin pursuant to Section 3.C., Lagunitas or Nicasio Creek, North Marin shall pay Marin Municipal \$243.68 / acre-foot. This charge shall be increased on July 1 of each subsequent year, beginning July 1, 2022, to reflect the change in the Engineering News Record Construction Cost Index for the San Francisco Bay area for the preceding 12 months (the escalator). The escalator shall be no greater than 4% per year and no less than 2% per year.

D. Exchange Deliveries by North Marin

On the terms and conditions set forth in this sub paragraph 6. D. North Marin shall deliver to Marin Municipal water referred to as "exchange water" equal to the quantity of water delivered to North Marin pursuant to Sections 3.0. At the end of each fiscal year North Marin shall subtract from its reporting to Sonoma Water of Marin Municipal use of Russian River water for the month of June of said fiscal year an amount of water equal to the total amount of water delivered to North Marin under the terms of said Section.

E. Payment of North Marin's Expenses for Operating Intertie Facilities

Annual expenses incurred by North Marin in operating, maintaining, repairing and replacing the Intertie Facilities it owns shall be, unless expressly provided for in this agreement, the responsibility of and paid by North Marin.

F. Payment of Marin Municipal's Expenses for Operating Intertie Facilities

Annual expenses incurred by Marin Municipal in operating, maintaining, repairing, and replacing the Intertie Facilities it owns shall be, unless expressly provided for in this agreement, the responsibility of and paid by Marin Municipal. Costs related to rehabilitating and recommissioning Kastania Pump Station including: planning, permitting, design, construction (materials, equipment and labor including the necessary piping tie-ins to the Kastania Pipeline and North Marin Aqueduct) and ongoing operations, maintenance and

replacement costs shall be borne solely by Marin Municipal.

G. Billing and Payment

The party delivering water pursuant to this agreement for which a unit charge in dollars per acre-foot is assessed shall bill not more frequently than monthly for same and the receiving party shall pay the amount of such billing within 30 days of receipt of same. For all other charges due under this agreement, the billing party shall prepare a bill which the receiving party shall pay within 30 days of receipt of same. Notwithstanding any dispute between the parties hereto, the receiving party shall pay all bills when due and shall not withhold all or any part of any payment pending the final resolution of such dispute. In the event of a dispute, the receiving party may pay its bills under protest and if the resolution of the dispute results in a refund, said refund shall be paid within 30 days.

7. COOPERATION PROVISIONS

A. General

Upon request, the parties will support and assist the efforts of each other to maintain and enhance the reliability of their water supplies from Sonoma Water, provided said support and assistance, as determined by said party, will not have an adverse impact on its customers nor be in conflict with law, regulation or the established policies of said party.

B. Corrosion Protection

North Marin maintains an extensive cathodic protection system for the North Marin Aqueduct. Marin Municipal shall consult North Marin in designing the cathodic protection system for its existing or any future Intertie Facilities and agrees to design and install a system at its sole cost that will be fully compatible with North Marin's system and not contribute to the deterioration of the North Marin Aqueduct.

C. Stafford Lake Treatment Plant Operations

1. North Marin will endeavor in good faith to produce 2,000 acre-feet of treated potable water at its Stafford Lake water treatment facility each year through the term of this agreement.
2. Notwithstanding the cooperative pledge of Section 3.A.2 and Section 7.C.1, the parties acknowledge and agree that there may be periods when insufficient inflow to Stafford Lake or other operational constraints may prevent North Marin from meeting the Stafford Lake Water

treatment facility potable water production goals stated in Section 3.A.2 and Section 7.C.1.

3. In such periods when insufficient inflow to Stafford Lake prevents North Marin from meeting the Stafford Lake water treatment facility goals pursuant to Section 3.A.2 or Section 7.C.1 of this agreement, Marin Municipal may request North Marin to backfeed Marin Municipal's Russian River water into Stafford Lake pursuant to a Stafford Lake Agreement in form similar to that executed on February 20, 2009 and updated with then current and pertinent Diversion, Delivery and Payment provisions. Before backfeeding any water, North Marin shall consult with Marin Municipal and Sonoma Water and will make every reasonable attempt to develop a plan of operation that will minimize disruption of deliveries of Marin Municipal's Russian River water.

D. Joint Projects and/or Programs for Future Integrated Water Supply Operations

North Marin and Marin Municipal will evaluate and consider joint project(s) and/or program(s) for future integrated water supply operations. The parties will jointly determine which party will be the lead agency for purposes of environmental review pursuant to the California Environmental Act ("CEQA"). For each proposed joint project or program, the parties will share costs of the project and environmental review in proportion to each district's respective share of the water supply capacity or yield from the proposed project and/or program, regardless of which party is the lead agency.

E. Future Replacement of the North Marin Aqueduct

North Marin will replace the North Marin Aqueduct, including Reach 4a, when necessary due to condition or other factors, at a time yet to be determined. Said replacement may be solely a North Marin project or combined projects of North Marin, and Marin Municipal, as jointly determined by the parties. Marin Municipal's share of the costs for future replacement of the North Marin Aqueduct shall be the subject of a future agreement between the parties, taking into account the future replacement payment already made by Marin Municipal for such purpose pursuant to section 6(A)(1).

F. Option for Marin Municipal to Make Use of North Marin's Existing Easements and for Future Marin Municipal Pipeline.

1. North Marin has pipeline easements for the North Marin Aqueduct. These easements were originally acquired by North Marin with the plan that a second North Marin aqueduct would eventually be constructed. If Marin Municipal elects and North Marin consents to locate facilities in right-of-ways in which North Marin has existing easements, North Marin will cooperate in efforts by Marin Municipal to obtain property interests Marin Municipal deems necessary for installation and operation of said facilities. To the extent any existing easement held by North Marin is utilized by Marin Municipal, said utilization shall be the subject of a future agreement between the parties.

2. If Marin Municipal develops a pipeline project that would be parallel to Reach 4A and that would include an interconnection to the North Marin Aqueduct at or above Reach 4A, upon execution and implementation of the agreement between the parties identified in this Section 7.F.2 and subject to compliance with CEQA, North Marin will support the proposed project and the interconnection will be completed upon Marin Municipal's determination to interconnect. The terms of that agreement will address the following: the location of the proposed project and the appropriate time of the interconnection to accommodate the shutdown of the North Marin Aqueduct, environmental review, engineering, construction, operation, maintenance and replacement of the facilities, and indemnification. Subject to compliance with CEQA, approval of said agreement shall not be unreasonably withheld. The project will be subject to CEQA documentation for which Marin Municipal will be the lead agency. North Marin will be a responsible agency under CEQA, but nothing in this section shall affect North Marin's legal responsibilities under CEQA.

8. MISCELLANEOUS PROVISIONS

A. California Environmental Quality Act

Pursuant to the California Environmental Quality Act, Marin Municipal is designated as the lead agency for any environmental documentation that may be required for this Agreement. North Marin was the lead agency for the AEEP, for which the Final EIR was certified and the project approved on July 19, 2011. Marin Municipal is designated as the lead agency for any environmental documentation that may be required for restoration of the Kastania Pump Station, this Agreement, the 2021 Kastania Pump Station Transfer Agreement, and the Memorandum of Understanding for Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station (collectively the "Kastania Pump Station Restoration Project").

B. Indemnification

Marin Municipal shall indemnify and defend North Marin, and its Board members, officers, agents and employees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs, any judgment or other award of attorneys' fees or costs and any costs of record preparation), losses, or liabilities, in law or equity, or alleged by any third parties arising directly out of, or resulting directly from, any and all litigation, lawsuits, claims, or causes of action challenging any approval of the Kastania Pump Station Restoration Project and its associated agreements. In the event any action or proceeding is brought against an Indemnified Party by reason of a claim arising out of any loss for which Marin Municipal has indemnified the Indemnified Party, and upon written notice from such Indemnified Party, Marin Municipal shall at its sole expense answer and otherwise defend such action or proceeding. The Indemnified Party shall have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit, or judgment against the Indemnified Party. The indemnity shall include, without

limitation, Marin Municipal's obligation to pay reasonable attorney's fees and costs, reasonable fees of consultants and experts, and related costs.

C. Termination of Existing Agreements

The "Interconnection Agreement" dated February 2014 is hereby superseded by this agreement and is no longer in effect.

D. Method and Place of Giving Notice and Making Payments

All notices shall be in writing and notices and payments may be given by personal delivery or by mail. Notices and payments sent by mail shall be addressed as follows:

North Marin: North Marin Water District
 Attn: General Manager
 P.O. Box 146
 Novato, CA 94948-0146

Marin Municipal: Marin Municipal Water District
 Attn: General Manager
 220 Nellen Avenue
 Corte Madera, CA 94925

Changes may be made in the addresses of the persons to whom notices and payments are to be given by giving notice pursuant to this section.

D. Third Party Beneficiaries

No third-party beneficiaries are intended or established by this agreement.

E. Representation by Counsel

North Marin and Marin Municipal each were represented by independent counsel in the negotiation and execution of this agreement. For the purposes of interpretation of this agreement, neither party shall be deemed to have been the drafter of this agreement.

F. Mediation

Any dispute occurring under this Agreement shall first be reviewed by the parties, who shall meet and attempt in good faith to resolve the dispute through negotiation. In the event that the parties cannot resolve any such dispute between them, then, upon 30-days' notice, the parties shall submit such dispute to mediation by a mutually acceptable neutral mediator. If any such dispute is not resolved through mediation, unless the parties agree in writing upon an alternative form of and forum for dispute resolution, each party shall have the right to pursue any remedies it may have in law or in equity. Any such litigation concerning claims and disputes related to this Agreement shall be filed in the Superior Court in and for Marin County, and each Party hereby waives its right to move to change venue.

G. Severability

If any one or more sections, provisions, promises or conditions of this agreement is declared null and void or voidable for any reason by a final judgment or order of a court of competent jurisdiction, it is hereby declared to be the intention of both parties and agreed that each and all of the other sections, provision, promises and conditions of this agreement shall be and remain in full force and effect.

H. Term of Agreement

The term of this agreement shall extend from the date of execution hereof until June 30, 2040 or the expiration of the Restructured Agreement for Water Supply, together with any renewals thereof or of a successor agreement to the Restructured Agreement for Water Supply, whichever shall occur later.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

NORTH MARIN WATER DISTRICT

President, Board of Directors

ATTEST:

District Secretary

MARIN MUNICIPAL WATER DISTRICT

President, Board of Directors

ATTEST:

District Secretary



DATE	SCALE	JOB NO	DWG NO
11/11/21	NTS	1.7079	001

DRAFT
(November 8, 2021)

AMENDED AND RESTATED

INTERCONNECTION AGREEMENT

between

North Marin Water District
and
Marin Municipal Water District

~~February, 2014~~

XXXXXX, 2021

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AMENDED AND RESTATED
INTERCONNECTION AGREEMENT

THIS AGREEMENT, made this 5 day of ~~February, 2014~~ December, 2021 by and between NORTH MARIN WATER DISTRICT, a public body, ~~(herein led called "North Marin,")~~ and MARIN MUNICIPAL WATER DISTRICT, a public body, ~~(herein called "Marin Municipal,")~~ (North Marin and Marin Municipal shall be collectively referred to as "Parties").

RECITALS

- A. From time to time there exists surplus capacity in the North Marin water system.
- B. From time to time there exists surplus capacity in the Marin Municipal water system.
- C. Pursuant to the ~~existing agreement between Marin Municipal and Sonoma Agency, Sonoma Agency~~ Fourth Amended Offpeak Water Supply Agreement and the Second Amended Agreement for the Sale of Water (as these agreements are defined in Section 1(s) of this Agreement), Sonoma County Water Agency ("Sonoma Water") delivers Marin Municipal's Russian River water to the North Marin Aqueduct at the Kastania meter station, North Marin's metered turnout ~~as depicted on Exhibit A.~~ It is expected that pursuant to any amendment to said agreement deliveries will continue to the same location.
- D. Pursuant to the ~~existing agreement between North Marin, Sonoma Agency, Forestville County Restructured Agreement for Water District, Valley Supply (as this term is defined in Section 1(r) of the Moon Water District and the Cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Windsor and Sonoma, Sonoma Agency this Agreement), Sonoma Water~~ delivers North Marin's Russian River water to the North Marin Aqueduct. It is expected that pursuant to any amendment to said agreement deliveries will continue to the same location.
- E. During certain times of the year it is anticipated there will be surplus capacity in the North Marin Aqueduct.
- F. North Marin owns certain pipeline and construction easements which contain the North Marin Aqueduct and which were planned to accommodate a second aqueduct.
- G. Marin Municipal desires to utilize finished water reservoir storage available in North Marin's water system, including the Atherton, Lynwood, Palmer Drive and Amaroli Tanks, to balance pump operations upstream and downstream of Reach 3. North Marin desires to augment deliveries to finished water storage reservoirs in the south end of its water system from Reach 1, 2, and 3.
- H. Marin Municipal has the capability of releasing water from its reservoirs into Nicasio or Lagunitas Creek for the benefit of North Marin which extracts water

from stream side wells located downstream.

- I. Caltrans ~~is widening~~ undertook a project to widen US Highway 101 between Novato and Petaluma, the Marin-Sonoma Narrows Project, that ~~requires~~ required relocation of the North Marin Aqueduct adjacent to the highway.

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- ~~J. The existing North Marin Aqueduct and Kastania Pump Station average monthly capacity of 18 mgd is insufficient to deliver the combined full amount of water included in the North Marin and Marin Municipal contracts with Sonoma Agency. As of the effective date of this agreement average daily combined flow delivery entitlements in the summer months totals 32.7 mgd (19.9 mgd for North Marin and 12.8 mgd for Marin Municipal).~~
- ~~K. Under current conditions the electric motor driven pumps at the Kastania Pump Station must remain in service at all times during the summer months if North Marin and Marin Municipal are to meet the needs of their customers.~~
- ~~L. The State of California has found that greenhouse gas emissions (GHG) are a major factor contributing to climate change and has promulgated laws and regulations requiring a reduction in GHG emissions.~~
- ~~M. Elimination of the Kastania Pump Station will reduce GHG emissions by at least 300 tons per year.~~

North Marin is constructing

- N.J. North Marin constructed the Aqueduct Energy Efficiency Project (AEEP) to upsize the North Marin Aqueduct from Kastania Pump Station to Redwood Landfill Road, including the North Marin Aqueduct sections requiring relocation due to the Caltrans US Highway 101 Marin-Sonoma Narrows Project. The AEEP will enable elimination upsized aqueduct enabled transport of water by gravity flow, thereby eliminating the need for North Marin to utilize the pumps at Kastania Pump Station while maintaining the to meet existing or projected future demand. Once the upsized aqueduct was operational as part of the AEEP, North Marin decommissioned and disconnected the Kastania Pump Station from the North Marin Aqueduct-average monthly delivery capacity of 18 mgd.
- K. Decommissioning and disconnecting the Kastania Pump Station from the North Marin Aqueduct reduced GHG emissions by at least 300 tons per year by curtailing the energy use associated with the former pumping operations at the Kastania Pump Station.
- L. On April 21, 2021, the Governor of California issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed, which was extended to Marin County on July 8, 2021.
- M. In connection with the 2021 drought, Marin Municipal proposes the rehabilitation and recommissioning of the Kastania Pump Station, which will enable Marin Water the operational flexibility to meet its water supply needs when they cannot be met through gravity flow on the North Marin Aqueduct, in particular to address temporary facility disruption or outages and anticipated

water shortages due to dry years, drought and emergencies.

~~0.N.~~ North Marin operates its Stafford Lake Water Treatment facility during summer months to utilize local water supply and partially offset North ~~Marin's~~ Marin's Russian River water deliveries, thereby increasing surplus capacity in the North Marin Aqueduct.

NOW, THEREFORE, in consideration of these recitals and the mutual promises made herein, North Marin and Marin Municipal agree as follows:

2.1. DEFINITIONS

As used herein, the terms:

- (a) "Annually," "per annum" or "fiscal year" means a twelve-month period commencing July 1 and ending June 30.
- (b) "Intertie Facilities" means all the interconnecting facilities of Marin Municipal and North Marin through which water can flow for the benefit of one or the other party including all attached and appurtenant facilities such as valves, meters, blow-offs, control cables and devices, cathodic protection equipment, and electrical services and comprised of the following principal components shown on the schematic diagram attached hereto and marked "Exhibit A".

- (1) Reach 1, consisting of approximately 4,3u030000 feet of 18-inch and 16-inch pipeline extending from Big Rock Ridge north to the Main Gate Road;
- (2) Reach 2, consisting of approximately 11,100 feet of 30-inch pipeline extending north from Main Gate Road to a point near the Highway 101 and Highway 37 interchange where said 30-inch pipeline connects with a 24-inch and 36-inch pipeline at a connection called the Wye;
- (3) Reach 3 contains two parallel pipeline systems; one owned by North Marin called the North Marin Intertie consisting of approximately 4,980 feet of 24-inch pipeline extending from the westerly end of Branch 2 north to Redwood Blvd and Sunset Parkway and approximately 14,300 feet of 28.5-inch pipeline north of said intersection to a point of connection with the 28.5-inch North Marin Aqueduct at the San Marin Control Station; and the other owned by Marin Municipal called the Novato Bypass consisting of approximately 20,100 feet of 36-inch pipeline extending from the Wye north to a point of connection with the 28.5-inch North Marin Aqueduct immediately north of the San Marin Control Station;
- (4) Reach 4, also called the North Marin Aqueduct, consisting of approximately 17,000 feet of 28.5-inch pipeline extending from the northern terminus of Reach 3 to Redwood Landfill Road (Reach 4a) and approximately 24,000 feet of 28.542-inch pipeline extending from Redwood Landfill Road to the Sonoma ~~Agency pipeline~~ Water Kastania Pipeline near Kastania Pump Station (Reach 4b); ~~Reach 4b will be upsized to a 42-inch pipeline as part of the AEEP, enabling elimination of Kastania Pump Station operation;~~
- (5) ~~"Hamilton Bypass"~~ means the 36-inch pipeline that parallels Reach 1 extending from Big Rock Ridge north to the Main Gate Road;
- (6) ~~"Pacheco Tanks"~~ means the two tanks on Big Rock Ridge at the terminus of the Hamilton bypass;
- (7) "Branch 1," consisting of approximately 3,190 feet of 18-inch, 12-inch and 8-inch pipeline connecting to Reach 1 at Bolling Drive and extending south and then easterly to Air Base Tank;
- (8) "Branch 2," consisting of 1,492 feet of 24-inch pipeline extending from the Wye north then westerly across Highway 101 to a connection with a 24-inch pipeline; (also referred to as the "North Marin Intertie;");
- (9) Lynwood, Amaroli and Palmer Tanks including pipelines connecting same to Branch 2 and Reach 2;
- (10) Atherton Tank including pipelines connecting same to Reach 3;

(8)

~~(11) Kastania, including Kastania Tank and Kastania Pump Station;~~

(11) "Kastania," including Kastania Pipeline (Kastania Pipeline is that portion of the 30-inch cement mortar-lined steel aqueduct defined and transferred to Sonoma Water pursuant to the Agreement Among the Sonoma County Water Agency, The North Marin Water District And The Marin Municipal Water District For Acquisition Of A Portion Of The North Marin Aqueduct And The Kastania Pumping Plant" dated April 13, 1999), Kastania Tank and Kastania Pump Station;

(12) Pacheco Valle Interconnection (Reach 1);

(13) Hamilton Main Gate Road Interconnection (where Reach 1 meets Reach 2);

(14) Bel Marin Keys Interconnection (Reach 2);

(15) Wye Interconnection (on Branch 2 where Reach 2 meets Reach 3);

(16) San Marin Interconnection (where Reach 3 meets Reach 4).

(c) "Other interconnections" means other interconnections or facilities in place or from time to time constructed and added to either the Marin Municipal or North Marin water system which the parties hereto mutually agree are needed to effectively carry out the provisions of this agreement.

(d) "North Marin Aqueduct" means Intertie Facility (b) (4) or Reach 4, North ~~Marin's~~ Marin's pipeline extending south from the Sonoma ~~Agency~~ Water pipeline near Kastania Pump Station to the San Marin Control Station in Novato.

(e) "Marin ~~Municipal's~~ Municipal's Russian River water" means water furnished and delivered by Sonoma ~~Agency~~ Water to Marin Municipal at Kastania.

(f) "Marin Municipal Water System" means all the reservoirs, both raw water and finished water, pumps, aqueducts, pipelines, treatment plants, and other appurtenant facilities owned and operated by Marin Municipal for the purpose of providing water service to its customers.

(g) "mgd" means millions of gallons per day, a rate of flow.

(h) "North ~~Marin's~~ Marin's Russian River water" means water furnished and delivered by Sonoma ~~Agency~~ Water to North Marin at Kastania.

(i) "North Marin Water System" means all the reservoirs, both raw water and finished water, pumps, aqueducts, pipelines, treatment plants, and other appurtenant facilities owned and operated by North Marin for the purpose of providing water service to its customers.

~~U)~~ (j) "Novato Bypass" means Marin ~~Municipal's~~ Municipal's 36-inch pipeline

extending -from the Wye north to a point just north of North ~~Marin's~~Marin's San Marin Control Station.

(k) -"Operational Control" means defining and transmitting real time level and pressure set point ranges from within the North Marin water distribution system to determine whether or not the Kastania Pumps can be operated by Marin Municipal. Also refer to Section 5.A.1 of this Agreement.

(k)(l) "Point(s) of delivery" means any point or points from time to time mutually agreed to by the parties which are located within, are part of, or are connected to, the Intertie Facilities or other point or points of delivery mutually agreed to by the parties. As of the date of this agreement, the following points of delivery exist:

- (1) "Pacheco Valle: the point of ~~interconnection~~interconnection between the most southerly 18-inch segment of Marin ~~Municipal's~~Municipal's Reach 1 pipeline and North ~~Marin's~~Marin's 18 inch and 14-inch Pacheco Valle pipeline, near Pacheco Valle.
 - (2) Main Gate Road: two points of interconnection: one being south, between Hamilton Bypass and the most northerly 18-inch segment of the North Marin portion of the Reach 1 pipeline located near the Hamilton School and the second being to the north, between Marin ~~Municipal's~~Municipal's 30-inch Reach 2 pipeline and the Lanham Village distribution system.
 - (3) Bel Marin ~~Keys~~: the point of interconnection between Marin ~~Municipal's~~Municipal's 30-inch Reach 2 pipeline and North ~~Marin's~~Marin's 16-inch Bel Marin Keys pipeline.
 - (4) San Marin Control Station: the point of interconnection between Reach 4 facilities and Reach 3 facilities.
 - (5) Nicasio Creek: the downstream end of the pipe located at the base of Seeger Dam (Nicasio Lake) used to release water to Nicasio Creek.
 - (6) Lagunitas Creek: the downstream end of the pipe located at the base of Peters Dam (Kent Lake) used to release water to Lagunitas Creek.
 - (7) The Wye: the point of interconnection between Reach 2 and Reach 3 facilities.
- (l) "Release" means, the release of water to North ~~Marin's~~Marin's West Marin Service Area, at either the Lagunitas Creek or Nicasio Creek points of delivery from Kent or Nicasio Lakes.
- (m) "Replacement cost" means the cost associated with, or the act of, acquisition of material and installation of same for the correction of irreparable wear or other deterioration of parts or elements of a given structure or facility.
- (n) "Sonoma ~~Agency~~Water" means Sonoma County Water Agency, a public body.
- (o) "Summer months" means May, June, July, August and September.
- (p) "Surplus capacity" means the capacity of any facility of the watersystem of one of the parties hereto which said party solely and conclusively determines is in excess of the needs of its customers.
- (q) "Caltrans" mean the State of California Department of Transportation.

- (r) ~~"Restructured Agreement for Water Supply"~~ means the agreement between North Marin and ~~a number~~ Forestville County Water District, Valley of water providers in the Moon Water District and the Cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma County and Windsor and the Sonoma ~~Agency~~ Water that became effective on June 23, 2006.
- (s) ~~"Supplemental"~~ Fourth Amended Off-peak Water Supply Agreement ~~"and the "Second Amended Agreement for the Sale of Water"~~ means the ~~agreement~~ agreements between Marin Municipal and ~~the~~ Sonoma ~~Agency dated January 9, 1996~~ Water that became effective on July 1, 2015.
- (t) ~~"Intertie"~~ Interconnection Agreement ~~"~~ means the agreement between Marin Municipal and North Marin dated ~~March 11, 1993.~~
- (u)(t) ~~"Hamilton Agreement"~~ means the agreement entitled "Agreement for Water Service Boundary Reorganization at the Former Hamilton Air Base, Novato, California" between Marin Municipal and North Marin dated December 18, 2001 February 5, 2014.

3.2. PURPOSE OF AGREEMENT

The purpose of this agreement is to provide the basis for and mechanism whereby Marin Municipal and North Marin can each, as a first priority, continue to meet the needs of their respective customers, and simultaneously, to the extent feasible, utilize their respective water systems and surplus system capacity in a coordinated manner for the benefit of the customers of both Districts.

4.3. WATER DELIVERY PROVISIONS

- A. North ~~Marin's~~ Marin's Delivery of Marin ~~Municipal's~~ Municipal's Russian River Water
 - 1. North Marin shall deliver Marin ~~Municipal's~~ Municipal's Russian River water through the North Marin Water System at such point or points of delivery, at such times and at such rates of flow as determined by Marin Municipal, subject, however, to the availability of surplus capacity and provided such deliveries may be made in a manner that will not prevent North Marin from meeting its contractual obligations to Sonoma ~~Agency~~ Water and will normally not lower the water level in North ~~Marin's~~ Marin's Atherton, Palmer Drive, Lynwood or Amaroli Tanks below operating levels determined by North Marin.
 - 2. North Marin will endeavor in good faith to produce 1,300 AF of treated potable water at its Stafford Lake water treatment facility during the period of May 15 through September 15 each calendar year.
 - 3. North Marin will maintain Operational Control over the Kastania Pump Station, which will be operated consistent with this Agreement and the Kastania Pump Station Operations MOU. Marin Municipal will operate the

Kastania Pump Station to address its operational maintenance needs, including system outages, planned maintenance and system upgrades that may disrupt normal operations; and anticipated water shortfalls due to dry years; drought; and other emergencies.

B. Marin Municipal's Delivery of North Marin's Russian River Water

Marin Municipal shall deliver North Marin's Russian River water through the Marin Municipal Water System at such point or points of delivery, at such time and at such rates of flow as determined by North Marin, subject to the availability of surplus capacity and provided such deliveries may be made in a manner that will not prevent Marin Municipal from meeting obtaining its contractual allotment from obligations to Sonoma Water.

~~a manner that will not prevent Marin Municipal from meeting its contractual obligations to Sonoma Agency.~~

C. Marin Municipal's Delivery to Nicasio or Lagunitas Creek

On North Marin's request, when flow in Lagunitas Creek is determined by North Marin to be low or when the dry year condition described in State Water Resources Control Board Order 95-17 occurs, Marin Municipal shall release to Nicasio Creek or Lagunitas Creek for North Marin's benefit up to 250 acre-feet per year. Said water shall be used by North Marin within its Inverness-Point Reyes Annexation Territory as same is recorded in Volume 2118 of the official Records of Marin County at Page 304 through 314. Additional amounts of water may be released by Marin Municipal upon North Marin's request subject to the availability of surplus water, as determined solely by Marin Municipal. Whether releases of requested water are made from Seeger Dam / Nicasio Lake or Peters Dam / Kent Lake shall be determined by Marin Municipal. All deliveries made by Marin Municipal pursuant to this section shall be over and above those releases that Marin Municipal must make to meet instream flow and water rights requirements as ordered by the State Water Resources Control Board.

In addition, if in any year that North Marin requests water under this Section and Marin Municipal has requested voluntary or mandatory water use reductions of its customers in eastern Marin County, North Marin shall require its customers in its Inverness-Point Reyes Annexation Territory to reduce ~~water use~~ by to an equal or greater percentage, using the methodology included in North Marin's "Water Shortage Contingency Plan for West Marin Service Area", dated August 23, 2002, or any subsequent Plan.

D. Marin Municipal Deliveries to North Marin at the Pacheco Valle, Main Gate Road and Bel Marin Keys Interconnections

At North Marin's request and subject to availability of supply and capacity in Marin Municipal's Water System, Marin Municipal shall deliver to North Marin such quantities of water as North Marin requires to augment supply to the south end of its water system at its Pacheco Valle, Main Gate Road and Bel Marin Keys interconnections. Prior to said deliveries of water to North Marin, North Marin, at its expense, shall install metering facilities acceptable to Marin Municipal.

E. Risk of Loss

Risk of loss and responsibility for the handling and control of all water delivered hereunder shall pass from the party making the delivery to the party receiving the delivery at the point of delivery or release thereof. The parties agree to exercise due diligence in inspecting their various pipelines and appurtenances and to take steps to guard against unreasonable loss of water.

F. Water Quality

The quality of water delivered by North Marin to Marin Municipal shall be equivalent to the quality of water served by North Marin in its potable Novato area water system. The quality of water delivered by Marin Municipal to North Marin, with the exception of water delivered pursuant to Section 3.C. hereof, which shall be untreated water, and water from Sonoma AgencyWater delivered through the Marin Municipal Water System upstream of the Ignacio pump station, shall be equivalent to the quality of water leaving Marin Municipal's Ignacio Pump Station, including any fluoridation and corrosion control treatment conducted by Marin Municipal.

G. Meters for Deliveries to Marin Municipal

Meters used to measure deliveries made to Marin Municipal shall be tested for accuracy at least once annually by Marin Municipal at Marin Municipal's expense. North Marin shall be provided with a report of said test. North Marin shall have the right to make additional tests at any time at its expense. A meter shall be recalibrated if it is found to be inaccurate by more than two percent and in such event delivery data and corresponding payments or exchanges of water will be adjusted by the amount above or below said two percent accuracy standard as appropriate from the last date that the meter was known to be operating properly or, if such date cannot be determined, from a date midway between the date the meter was last tested and the date correct readings again commenced. However, under no circumstances shall the adjustment period exceed one year. North Marin shall read such meters and make an accounting to Sonoma AgencyWater and Marin Municipal.

H. Meters for Deliveries to North Marin

Meters used to measure deliveries made to North Marin, excluding deliveries at Kastania, Nicasio Creek or Lagunitas Creek, shall be tested for accuracy at least once annually by North Marin at North Marin's expense. MarinMunicipal shall be provided with a report of said test. Marin Municipal shall have the right to make additional tests at any time at its expense. A meter shall be recalibrated if it is found to be inaccurate by more than two percent and in such event delivery data and corresponding payments or exchanges of water will be adjusted by the amount above or below said two percent accuracy standard as appropriate from the last date that the meter was known to be operating properly or, if such date cannot be determined, from a date midway between the date the meter was last tested and the date correct readings again commenced. However, under no circumstances shall the adjustment period exceed one year. North Marin shall read such meters and make an accounting to Sonoma AgencyWater and Marin Municipal.

5.4. OWNERSHIP OF FACILITIES

- A. Marin Municipal owns the portion of Reach 1 south of the Pacheco Valle Interconnection, including the valve that connects the North Marin and Marin Municipal Water Systems at that point, the Hamilton Bypass Pipeline,

Reach 2, including the valves that connect it to the Main Gate Road Interconnection and the Novato Bypass pipeline in Reach 3, Pacheco Tanks and the Ignacio Pump Station; and will own the Kastania Pump Station in Reach 4 pursuant to the 2021 Kastania Pump Station Transfer Agreement.

- B. North Marin owns Branches 1 and 2, the portion of Reach 1 north of the Pacheco Valle Interconnection, all other pipelines in Reach 3 and Reach 4, Air Base Tank, the Lynwood, Atherton, Palmer Drive and Amaroli Tanks and the San Marin Control Station.
- C. Sonoma AgencyWater owns, operates and maintains Kastania Tank and ~~the Kastania Pump Station~~billing meter vault.

6.5. OPERATION AND MAINTENANCE

A. Operation of Facilities

1. 1. Marin Municipal shall be responsible for the operation, maintenance, repair and replacement of the facilities it owns. Control of flow in Reach 3 and Reach 4 shall be dictated by the Kastania Pump Station Operations MOU and Atherton, Lynwood and Palmer Drive Tank levels such that the hydraulic grade line in Reach 4 at the point of connection with Reach 3 does not fall below operation levels of these tanks as determined by North Marin. North Marin shall inform Marin Municipal prior to modifying the minimum operation levels of the tanks that dictate the control of flow in Reach 3: and Reach 4.
2. North Marin shall be responsible for operation, maintenance, repair and replacement of the facilities it owns and ~~shall coordinate the operation~~Operational Control of the Kastania Pump Station, ~~subject to Section 5.A.3 below.~~

~~3.~~ Operation of Kastania Pump Station

~~The Kastania Pump Station, constructed to benefit both Marin Municipal and North Marin, shall be operated as follows:~~

- ~~(a)~~3. North Marin shall have the right ~~to use the pump station~~ to meet the needs of its customers including backfeeding water from the North Marin Aqueduct to Stafford Lake. Before backfeeding any water North Marin shall consult with Marin Municipal and Sonoma AgencyWater and will make every reasonable attempt to develop a plan of operation that will minimize disruption of deliveries of Marin Municipal's Russian River water.
- ~~(b)~~4. The rehabilitated and recommissioned Kastania Pump Station is constructed to solely benefit Marin Municipal and Marin Municipal shall have the right to use the capacity of the Kastania Pump Station to the extent that surplus capacity exists in North Marin's system to transfer water to Marin Municipal.

(c) ~~Once Reach 4b is upsized to a 42-inch pipeline as part of the AEEP and the AEEP is operational, Kastania Pump Station will no longer be operated and Sections 5.A.3 (a) and (b) will no longer be in effect.~~

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B. Standards of Maintenance

The party assigned responsibility for operation, maintenance, repair and replacement of the Intertie Facilities shall at all times keep said facility in good repair and working order throughout the term of this Agreement.

7.6. PAYMENT AND EXCHANGE PROVISIONS

A. Payment for Delivery of Marin Municipal's Russian River Water

1. Marin Municipal shall pay North Marin a wheeling charge for all Marin Municipal's Russian River water delivered pursuant to Section 3. On the effective date of this agreement the wheeling charge shall be ~~\$12.00~~15.39 per acre-foot as the base charge, plus an additional ~~\$4.00~~5.14 per acre-foot set aside charge. Together the total wheeling charge shall be ~~\$16.00~~20.53 per acre-foot, ~~\$4.00~~5.14 per acre-foot of which shall be allocated and credited to Marin Municipal's share of the future replacement costs of the North Marin Aqueduct, including the escalation as described below. The wheeling charge and set aside charge shall be increased on July 1 of each subsequent year, beginning July 1, ~~2014~~2022, to reflect the change in the ~~Engineering News-Record Construction Cost Index~~ ~~for~~ the San Francisco Bay area for the preceding 12 months (the "escalator"). The escalator on the wheeling and set aside charges shall be no greater than 4% per year and no less than 2% per year.

~~2.~~ In recognition of North Marin's investment in the AEEP, Marin Municipal ~~shall pay~~has made principal payments to North Marin ~~\$480,000 within 30 days from~~ the ~~date the Interconnection Agreement is executed~~amount of \$1,692,645 and shall make annual payments to North Marin in the amount of ~~\$245,000~~205,320 each July 1, from ~~2014~~2022 through 2032 as fair compensation for the AEEP capital cost. The parties agree that the AEEP project's actual costs, exclusive of those costs paid by Caltrans, ~~are subject to verification and will be trued up~~ total \$7,103,691 and such that Marin Municipal's share of the final actual costs of the AEEP are equal to 51 percent and North Marin's share of the final actual costs of the AEEP are equal to 49 percent. ~~After those final actual AEEP costs are verified by the parties, the adjustment to Marin Municipal's annual payment on a going forward basis will be jointly reviewed and considered during the 6-month period immediately following such joint verification and Marin Municipal's future annual payments of \$245,000 will be adjusted to reflect actual costs incurred by North Marin for the AEEP Project. Marin Municipal's adjusted annual payments will be memorialized in a letter jointly prepared and affirmed by signature of the parties, and the parties will be bound by such letter without the need to further amend this agreement.~~

~~2.~~

B. Payment for Delivery of North Marin's Russian River Water

North Marin shall pay Marin Municipal a wheeling charge for all North Marin's water delivered pursuant to Section 3. On the effective date of this agreement the wheeling charge shall be \$~~3.00~~84 per acre-foot. The wheeling charge shall

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be increased on July 1 of each subsequent year, beginning July 1, ~~2014~~2022, to reflect the change in the Engineering News Record Construction Cost Index for the San Francisco Bay area for the preceding 12 months (the "escalator"). The escalator on the wheeling charge shall be no greater than 4% per year and no less than 2% per year.

Payment for water delivered to North Marin pursuant to Section 3.0., Pacheco Valle, Main Gate Road, and Bel Marin Keys Interconnections, will be by exchange, as provided in Section 6.0., below.

In addition, for each acre-foot of water delivered to North Marin pursuant to Section 3.0., Pacheco Valle, Main Gate Road and Bel Marin Keys Interconnections, North Marin shall pay Marin Municipal the wheeling charge.

For all such water delivered to North Marin downstream of Ignacio Pump Station, North Marin shall pay Marin Municipal a charge per acre-foot equal to the total annual out-of-pocket cost of energy consumed and treatment chemicals provided by Marin Municipal at the Ignacio Pump Station divided by the total volume of water pumped during the same period.

C. Compensation for Nicasio or Lagunitas Creek Deliveries and Other Water Delivered by Marin Municipal

For each acre-foot of water delivered by Marin Municipal to North Marin pursuant to Section 3.C., Lagunitas or Nicasio Creek, North Marin shall pay Marin Municipal \$~~190~~243.68 / acre-foot. This charge shall be increased on July 1 of each subsequent year, beginning July 1, ~~2014~~2022, to reflect the change in the Engineering News Record Construction Cost Index for the San Francisco Bay area for the preceding 12 months (the escalator). The escalator shall be no greater than 4% per year and no less than 2% per year.

D. Exchange Deliveries by North Marin

On the terms and conditions set forth in this sub paragraph 6. D. North Marin shall deliver to Marin Municipal water referred to as "exchange water" equal to the quantity of water delivered to North Marin pursuant to Sections 3.0. At the end of each fiscal year North Marin shall subtract from its reporting to Sonoma ~~Agency~~Water of Marin Municipal use of Russian River -water -for -the month of June of said fiscal year an amount of water equal to the total amount of water delivered to North Marin under the terms of said Section.

E. Payment of North Marin's Expenses for Operating Intertie Facilities

Annual expenses incurred by North Marin in operating, maintaining, repairing and replacing the Intertie Facilities it owns shall be, unless expressly provided for in this agreement, the responsibility of and paid by North Marin.

F. Payment of MannMarin Municipal's Expenses for Operating Intertie Facilities

Annual expenses incurred by Marin Municipal in operating, maintaining, repairing, and replacing the Intertie Facilities it owns shall be, unless expressly provided for in this agreement, the responsibility of and paid by Marin Municipal. Costs related to rehabilitating and recommissioning Kastania Pump Station including: planning, permitting, design, construction (materials, equipment and labor including the necessary piping tie-ins to the Kastania Pipeline and North Marin Aqueduct) and ongoing operations, maintenance and replacement costs shall be borne solely by Marin Municipal.

G. Billing and Payment

The party delivering water pursuant to this agreement for which a unit charge in dollars per acre-foot is assessed shall bill not more frequently than monthly for same and the receiving party shall pay the amount of such billing within 30 days of receipt of same. For all other charges due under this agreement, the billing party shall prepare a bill which the receiving party shall pay within 30 days of receipt of same. Notwithstanding any dispute between the parties hereto, the receiving party shall pay all bills when due and shall not withhold all or any part of any payment pending the final resolution of such dispute. In the event of a dispute, the receiving party may pay its bills under protest and if the resolution of the dispute results in a refund, said refund shall be paid within 30 days.

8.7.COOPERATION PROVISIONS

A. General

Upon request, the parties will support and assist the efforts of each other to maintain and enhance the reliability of their water supplies from Sonoma AgencyWater, provided said support and assistance, as determined by said party, will not have an adverse impact on its customers nor be in conflict with law, regulation or the established policies of said party.

B. Corrosion Protection

North Marin maintains an extensive cathodic protection system for the North Marin Aqueduct. Marin Municipal shall consult North Marin in designing the cathodic protection system for its existing or any future Intertie Facilities and agrees to design and install a system at its sole cost that will be fully compatible with North Marin's system and not contribute to the deterioration of the North Marin Aqueduct.

C. Stafford Lake Treatment Plant Operations

1. North Marin will endeavor in good faith to produce 2,000 acre-feet of treated potable water at its Stafford Lake water treatment facility each

year through the term of this agreement.

2. Notwithstanding the cooperative pledge of Section 3.A.2 and Section 7.C.1, the parties acknowledge and agree that there may be periods when insufficient inflow to Stafford Lake or other operational constraints may prevent North Marin from meeting the Stafford Lake Water

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treatment facility potable water production goals stated in Section 3.A.2 and Section 7.C.1.

3. In such periods when insufficient inflow to Stafford Lake prevents North Marin from meeting the Stafford Lake water treatment facility goals pursuant to Section 3.A.2 or Section 7.C.1 of this agreement, Marin Municipal may request North Marin to backfeed Marin Municipal's Russian River water into Stafford Lake pursuant to a Stafford Lake Agreement in form similar to that executed on February 20, 2009 and updated with then current and pertinent Diversion, Delivery and Payment provisions. Before backfeeding any water, North Marin shall consult with Marin Municipal and Sonoma Agency Water and will make every reasonable attempt to develop a plan of operation that will minimize disruption of deliveries of Marin Municipal's Russian River water.

D. Joint Projects and/or Programs for Future Integrated Water Supply Operations

North Marin and Marin Municipal will evaluate and consider joint project(s) and/or program(s) for future integrated water supply operations. The parties will jointly determine which party will be the lead agency for purposes of environmental review pursuant to the California Environmental Act ("CEQA"). For each proposed joint project or program, the parties will share costs of the project and environmental review in proportion to each district's respective share of the water supply capacity or yield from the proposed project and/or program, regardless of which party is the lead agency.

E. Future Replacement of the North Marin Aqueduct

North Marin will replace the North Marin Aqueduct, including Reach 4a, when necessary due to condition or other factors, at a time yet to be determined. Said replacement may be solely a North Marin project or combined projects of North Marin, and Marin Municipal, as jointly determined by the parties. Marin Municipal's share of the costs for future replacement of the North Marin Aqueduct shall be the subject of a future agreement between the parties, taking into account the future replacement payment already made by Marin Municipal for such purpose pursuant to section 6(A)(1).

F. Option for Marin Municipal to Make Use of North Marin's Existing Easements and for Future Marin Municipal Pipeline.

1. North Marin has pipeline easements for the North Marin Aqueduct. These easements were originally acquired by North Marin with the plan that a second North Marin aqueduct would eventually be constructed. If Marin Municipal elects and North Marin consents to locate facilities in right-of-ways in which North Marin has existing easements, North Marin will cooperate in efforts by Marin Municipal to obtain property interests Marin Municipal deems necessary for installation and operation of said facilities. To the extent any existing easement held by North Marin is utilized by Marin Municipal, said utilization shall be the subject of a future agreement between the parties.

2. If Marin Municipal develops a pipeline project that would be parallel to Reach 4A and that would include an interconnection to the North Marin Aqueduct at or above Reach 4A, upon execution -and- implementation of the agreement between the parties identified in this ~~paragraph~~Section 7.F.2 and subject to compliance with CEQA, North Marin will support the proposed project and the interconnection will be completed upon Marin Municipal's determination to interconnect. The terms of that agreement will address the following: the location of the proposed project and the appropriate time of the interconnection to accommodate the shutdown of the North Marin Aqueduct, environmental review, engineering, construction, operation, maintenance and replacement of the facilities, and indemnification. ~~Approval~~Subject to compliance with CEQA, approval of said agreement shall not be unreasonably withheld. The project will be subject to CEQA documentation for which Marin Municipal will be the lead agency. North Marin will be a responsible agency under CEQA, but nothing in this section shall affect North Marin's legal responsibilities under CEQA._

9.8. MISCELLANEOUS PROVISIONS

A. California Environmental Quality Act

Pursuant to the California Environmental Quality Act, ~~North-Mar~~North Marin Municipal is designated as the lead agency for any environmental documentation that may be required for this Agreement. North Marin ~~is was~~ the lead agency for the AEEP, for which the Final EIR was certified and the project approved on July 19, 2011. Marin Municipal is designated as the lead agency for any environmental documentation that may be required for restoration of the Kastania Pump Station, this Agreement, the 2021 Kastania Pump Station Transfer Agreement, and the Memorandum of Understanding for Operation of the Kastania Pump Station and Operation of the Ely Booster Pump Station (collectively the "Kastania Pump Station Restoration Project").

B. Indemnification

Marin Municipal shall indemnify and defend North Marin, and its Board members, officers, agents and employees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs, any judgment or other award of attorneys' fees or costs and any costs of record preparation), losses, or liabilities, in law or equity, or alleged by any third parties arising directly out of, or resulting directly from, any and all litigation, lawsuits, claims, or causes of action challenging any approval of the Kastania Pump Station Restoration Project and its associated agreements. In the event any action or proceeding is brought against an Indemnified Party by reason of a claim arising out of any loss for which Marin Municipal has indemnified the Indemnified Party, and upon written notice from such Indemnified Party, Marin Municipal shall at its sole expense answer and otherwise defend such action or proceeding. The Indemnified Party shall have the right, exercised in its sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit,

or judgment against the Indemnified Party. The indemnity shall include, without limitation, Marin Municipal's obligation to pay reasonable attorney's fees and costs, reasonable fees of consultants and experts, and related costs.

B.C. Termination of Existing Agreements

The "~~Intertie~~Interconnection Agreement" ~~and the "Hamilton Agreement"~~
~~are dated February 2014 is hereby terminated.~~superseded by this agreement
and is no longer in effect.

G.D. Method and Place of Giving Notice and Making Payments

All notices shall be in writing and notices and payments may be given by personal delivery or by mail. Notices and payments sent by mail shall be addressed as follows:

North Marin: North Marin Water District
 Attn: General Manager
 P.~~OO~~. Box 146
 Novato, CA 94948-0146

Marin Municipal: Marin Municipal Water District
 Attn: General Manager
 220 Nellen Avenue
 Corte Madera, CA 94925

Changes may be made in the addresses of the persons to whom notices and payments are to be given by giving notice pursuant to this section.

D. Third Party Beneficiaries

No third-party beneficiaries are intended or established by this agreement.

E. Representation by Counsel

North Marin and Marin Municipal each were represented by independent counsel in the negotiation and execution of this agreement. For the purposes of interpretation of this agreement, neither party shall be deemed to have been the drafter of this agreement.

F. Mediation

Any dispute occurring under this Agreement shall first be reviewed by the parties, who shall meet and attempt in good faith to resolve the dispute through negotiation. In the event that the parties cannot resolve any such dispute between them, then, upon 30-days' notice, the parties shall submit such dispute to mediation by a mutually acceptable neutral mediator. If any such dispute is not resolved through mediation, unless the parties agree in writing upon an alternative form of and forum for dispute resolution, each party shall have the right to pursue any remedies it may have in law or in equity. Any such litigation concerning claims and disputes related to this Agreement shall be filed in the Superior Court in and for Marin County, and each Party hereby waives its right to move to change venue.

G. Severability

If any one or more sections, provisions, promises or conditions of this agreement is declared null and void or voidable for any reason by a final judgment or order of a court of competent jurisdiction, it is hereby declared to be the intention of both parties and agreed that each and all of the other sections, provision, promises and conditions of this agreement shall be and remain in full force and effect.

H. Term of Agreement

The term of this agreement shall extend from the date of execution hereof until June 30, 2040 or the expiration of the Restructured Agreement for Water Supply, together with any renewals thereof or of a successor agreement to the Restructured Agreement for Water Supply, whichever shall occur later.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

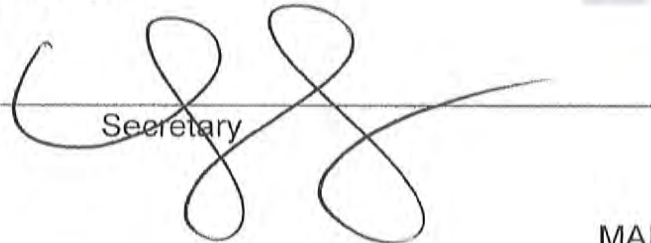
NORTH MARIN WATER DISTRICT



President, Board of Directors

President, Board of Directors

ATTEST:



Secretary


MARIN MUNICIPAL WATER



President, Board of Directors

MARIN MUNICIPAL WATER DISTRICT

Dis



Secretary

President, Board of Directors

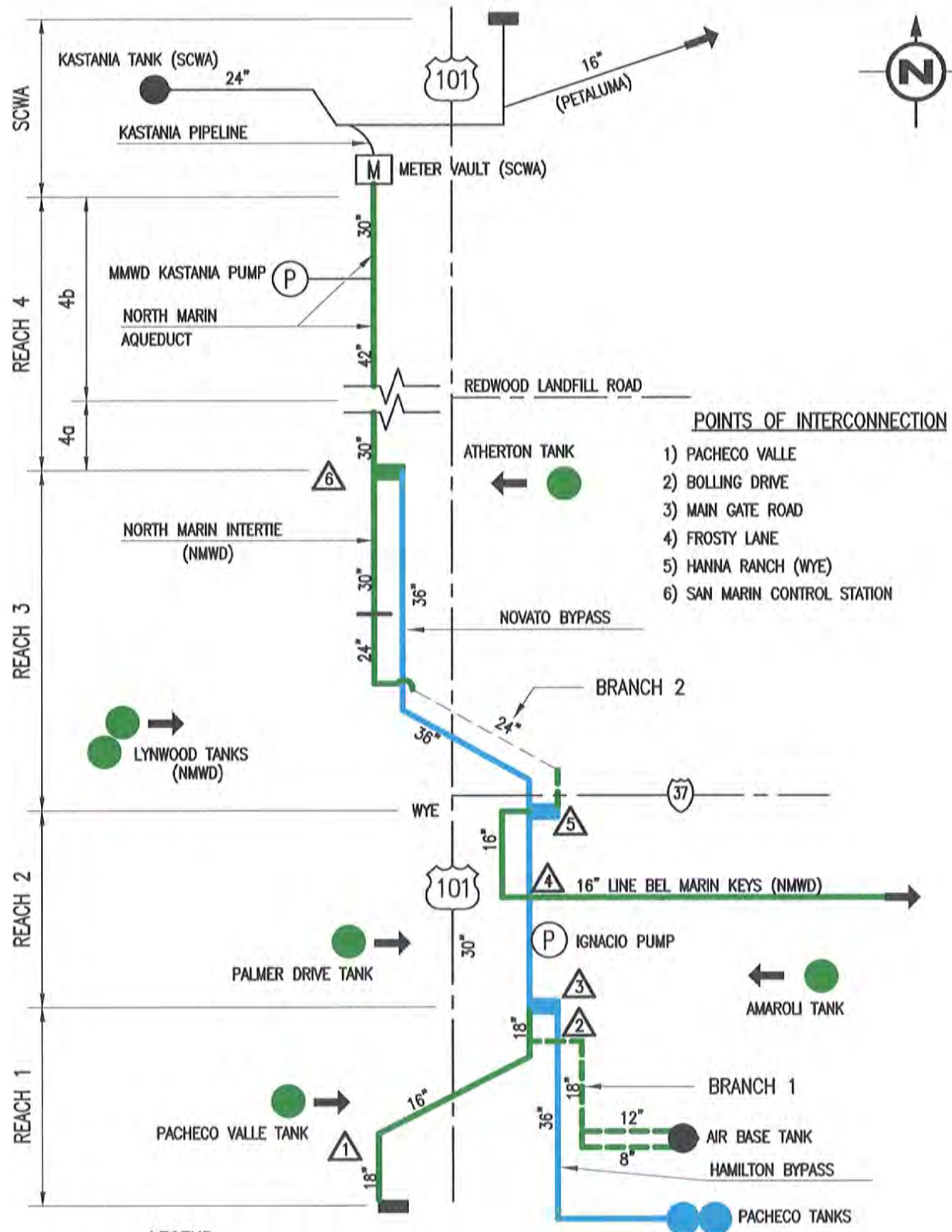
ATTEST:

District Secretary

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Nov 11, 2021 - 2:07pm W:\JOB\MISC\Presentation\Intertie Schematics\MMWD Schematic Intertie.dwg User: SDOVE



POINTS OF INTERCONNECTION

- 1) PACHECO VALLE
- 2) BOLLING DRIVE
- 3) MAIN GATE ROAD
- 4) FROSTY LANE
- 5) HANNA RANCH (WYE)
- 6) SAN MARIN CONTROL STATION

LEGEND

- | | | | |
|--|---------------------------|--|-------------------|
| | TANK | | HIGHWAY |
| | PUMPING PLANT | | EXISTING PIPELINE |
| | METERING STATION | | EXISTING BRANCH |
| | POINTS OF INTERCONNECTION | | NMWD |
| | REACH LIMIT | | MMWD |

**SCHEMATIC OF INTERTIE FACILITIES
EXHIBIT "A"**

DATE	SCALE	JOB NO	DWG NO
11/11/21	NTS	1.7079	001

**2021 MEMORANDUM OF UNDERSTANDING
FOR
OPERATION OF THE KASTANIA PUMP STATION
AND
OPERATION OF THE ELY BOOSTER PUMP STATION**

This Memorandum of Understanding for Operation of the Kastania Pump Station and the Ely Booster Pump Station (hereinafter "MOU") is made and entered into by and between the Sonoma County Water Agency ("Sonoma Water"), the Marin Municipal Water District ("Marin Water"), the North Marin Water District ("NMWD"), and the City of Petaluma (Petaluma) as of _____, 2021.

Background

A. Pursuant to the terms of the "2021 Kastania Pipeline and Pump Station Transfer Agreement" dated _____, 2021 ("Transfer Agreement"), Sonoma Water, NMWD and Marin Water have agreed, among other provisions, to transfer ownership of a portion of Kastania Pipeline from Sonoma Water to NMWD and to convey certain easements to NMWD, and to transfer ownership of Kastania Pump Station from Sonoma Water to Marin Water, subject to reservation of certain easement rights. In accordance with the Transfer Agreement, Marin Water, effective as of the date that Marin Water receives a recorded deed for the Kastania Pump Station, has full responsibility for operation and maintenance of the Kastania Pump Station. The preceding sentence notwithstanding, NMWD shall maintain operational control of the Kastania Pump Station by defining and transmitting real time set points from within the North Marin water distribution system to determine whether or not the Kastania Pumps can be operated by Marin Municipal and shall operate same in accordance with this MOU.

B. Sonoma Water's Ely Pump Station pumps water into the southern portion of the Petaluma Aqueduct, which serves Petaluma, NMWD, and Marin Water and delivers water to Sonoma Water's Kastania Tank, the North Marin Aqueduct, and Marin Water's Kastania Pump Station. Marin Water's Kastania Pump Station delivers water to Marin Water via the North Marin Aqueduct. Sonoma Water has full responsibility for operation and maintenance of the Ely Booster Pump Station and shall operate same in accordance with this MOU. It is recognized by the parties to this MOU that at times the Ely Pump Station may not have sufficient capacity to meet all of the water demands of the Petaluma Aqueduct customers. At those times, Kastania Tank may reach levels that will reduce the reliability of water service provided by the facility.

PART 1 – ACTION LEVELS

1.1 Kastania Tank Water Level at 34-feet

Anytime the water level in Kastania Tank reaches 34-feet, Sonoma Water shall operate or continue operating all pumps at the Ely Pump Station until the water level at Kastania Tank reaches at least 38-feet.

1.2 Kastania Tank Water Level at 20-feet

Anytime the water level in Kastania Tank reaches 20-feet, Marin Water will turn off all pumps at the Kastania Pump Station until the water level exceeds 25-feet, at which time Marin Water may resume operation of the pumps at Kastania Pump Station. ...

Part 2 – Modifications

2.1 General and Water Quality

The parties to this MOU recognize and understand that events such as non-drought emergencies, maintenance activities, construction, or similar circumstances, may require operation of the Kastania Pump Station and Ely Pump Station to temporarily deviate from this MOU. During such occurrences, the parties to this MOU shall communicate and work cooperatively with each other to address the particular circumstance. During low demand periods or when a party to this MOU requests, the SCWA may draw down the Kastania tank level to 15-feet to preserve water quality upon notification to, and in coordination with, the parties to this MOU.

2.2 Annual Review

On or about April 1 of each year the signatories herewith shall review this MOU and make necessary modifications to avoid operational conditions which may adversely affect any party. The signatories agree to consider amendments to this MOU to address modifications to non-temporary operating procedures to provide the maximum benefits while minimizing adverse effects on each party.

Part 3 – Term

The term of this MOU shall be the same as the term of the Restructured Agreement for Water Supply or any renewals, amendments or replacement agreements to the Restructured Agreement for Water Supply.

The Parties below have executed this MOU effective as of the last date set forth below.

Sonoma County Water Agency

Grant Davis, General Manager

Pamela Jeane, Assistant General Manager – Water
and Wastewater Operations

Date

North Marin Water District

Drew McIntyre, General Manager

Robert Clark, Operations Superintendent

Brad Stompe, Distribution and Treatment Plant
Supervisor

Date

Marin Municipal Water District

Ben Horenstein, General Manager

Paul Sellier, Director of Operations

Erik Westerman, Superintendent of Operations

Date

City of Petaluma

Christopher J. Bolt, Director of Public Works and
Utilities

Mike Ielmorini, Operations Supervisor

Date

DRAFT

13

MEMORANDUM

To: Board of Directors

November 12, 2021

From: Ryan Grisso, Water Conservation Coordinator *RG*

Subject: FY21-22 First Quarter Progress Report – Water Conservation (July-September)

V:\Memos to Board\Quarterly Reports\Water Conservation FY 2021_2022 QTR1 Summary Report v2.doc

RECOMMENDED ACTION: Information**FINANCIAL IMPACT:** NoneWater Conservation:

This memo provides an update on water conservation and public outreach activities implemented during the first quarter of Fiscal Year 2021/22 (FY 22). Water Conservation participation numbers for the first quarter of the current and previous two fiscal years are summarized in Table 1 below.

Table 1: Water Conservation Program Participation (July through September: FY 2020 - 2022)

Program	FY 20	FY 21	FY 22
Water Smart Home Surveys (WSHS)	24	0	0
Water Smart Commercial Surveys	2	0	0
High Efficiency Toilet Rebates (Residential)	34	22	40
High Efficiency Toilet Rebates (Commercial)	1	1	0
Retrofit on Resale (Dwellings Certified)	58	63	54
High Efficiency Washing Machine Rebates	1	5	9
Cash for Grass Rebates	5	3	28
Water Smart Landscape Rebates	6	4	8
Weather Based Irrigation Controller Rebates	3	15	5
Pool Cover Rebates	2	1	31
Hot Water Recirculation Rebates	0	0	5

Water conservation participation has increased significantly in the first quarter of this fiscal year mainly due to customer drought response and the increase in rebate levels approved by the Board in May 2021. The notable increases in participation are the Cash for Grass, High Efficiency Toilet, High Efficiency Washing Machine Rebate and Swimming Pool Cover Rebate Programs. The Retrofit on Resale Program remained fairly consistent along with the Water Smart Landscape Rebate Program. The Weather Based Irrigation Controller Rebate Program, which jumped dramatically in the first quarter of FY 21 has seen a slight drop this quarter but staff expects the participation in this program to remain consistent or even higher than previous years by the end of this fiscal year. The Water Smart Home Survey (WSHS) Program, which was essentially put on hold (for in-person home visits) due to COVID-19, is expected to resume this fiscal year. Staff does continue to offer water use consultations by phone and site visits for brief

leak or irrigation related issues. Increased social media posts and presence along with other communications actions, in combination with the higher rebate levels, should continue to generate higher participation in all programs.

Public Outreach and Conservation Marketing

In the first quarter of FY22, the District continued working with Kiosk to implement the public communications plan (or public outreach plan) in response to a goal from the Strategic Plan, and continued the enhanced social media campaign with twice weekly posts in Facebook, Twitter and Instagram. These posts include everything from Board Meeting advertisements, to historically significant events, to conservation programs and many others planned over the next year. Additionally, specific posts on water use prohibitions and water conservation tips were created in response to the drought situation. The District continues to monitor and review the new website and make changes and updates as needed to keep it fresh and easily navigable. This includes the customized drought page created for each service area. Most notably the website news stories are being updated regularly and the rotating news flash on the front page is adjusted for the most pertinent news stories for the given time period. Water supply messaging was created to inform customers of the projects the District is currently working on to examine and develop new water supplies in the region and locally. All social media, website actions and other significant public outreach actions are presented to the Board with a monthly report from Kiosk and is included in the miscellaneous section of the Board packet.

The WaterSmart AMI dashboard and customer portal was used as a public outreach tool to help inform customers on water use patterns and leaks and has also used the group messenger function to deploy group emails to customers. The portal has been a useful tool to alert customers to turning off their irrigation during and after rainfall events and also to communicate with customers who may be irrigating on the wrong day of the week.

In August, a summer mailer was sent out to customers in both the Novato and West Marin Service Areas reminding customers of the drought and water use prohibitions in effect, along with providing some water savings tips appropriate for the summer time. A Fall Waterline newsletter was developed for both Novato and West Marin Service Areas and mailed in October.

Budget and Staffing

Table 2 summarizes the first quarter expenditures between the three fiscal years for (July-September). FY22 expenditures are much higher than FY21 and FY20 due to the increase in program participation and increase in rebate levels and other drought related public outreach expenses.


Table 2: Water Conservation and Outreach Expenditures (July through September: FY 2020 - 2022)

	FY 20	FY 21	FY 22
Total FY Budget	\$390,000	\$390,000	\$377,000
July-September Expenditures	\$76,310	\$73,674	\$117,821

Water Conservation continues to be staffed by one full time Water Conservation Coordinator and one part time Water Conservation Technician. The District also has a partnership with Sonoma County Water Agency (SCWA) through the Sonoma-Marin Saving Water Partnership to implement and staff some of the District Water Conservation Programs including the WSHS program (estimated at 250 hours per quarter), however SCWA staff has had very limited involvement with the District programs during the COVID-19 period. SCWA has hired a new technician to perform the WSHS and is in the process of training that new staff member.

14

MEMORANDUM

To: Board of Directors Date: November 12, 2021
From: Tony Williams, Assistant General Manager/Chief Engineer 
Subject: FY2019 through FY2021 Stafford Dam Activities Report
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Overview

Stafford Dam is owned and operated by NMWD. The dam is 71 feet high and has a crest length of 650 feet with an ogee weir spillway. The primary function of Stafford Dam is impoundment of run-off water for distribution to NMWD customers. It collects runoff from approximately 8.3-square miles of Novato Creek's upper tributary watershed to create Stafford Lake Reservoir. Stafford Lake supplies surface water to the 6 MGD Stafford Water Treatment Plant, just below the dam, that annually provides approximately 750 MG (or ~20%) of Novato's potable water supply.

The original dam's construction was completed in 1951. In 1984, the original dam toe sub-drain was replaced. In 1985, the crest embankment was enlarged and raised a total of 8-feet to its present height (average elevation 213.2 feet, NGVD29) and the spillway was reconfigured. The purpose of the alterations was to improve the spillway hydraulics to pass a probable maximum flood (PMF) and to improve the flood control of Novato Creek downstream of the dam by reducing and delaying the peak discharge flow rate through the spillway.

The Dam is under the jurisdiction of the California Department of Water Resources Division of Safety of Dams (DSOD), as are 12 other dams in Marin County. The dam is listed as the Novato Creek Dam under the DSOD inventory as well as the National Inventory of Dams (DSOD Dam No. 88-0; National ID No. CA00321). DSOD has classified Stafford Dam as an Extremely High Hazard Dam based on its size and the potential for loss of life and property should the dam fail. Although not required by DSOD at the time, the Board had the foresight to approve an agreement with Michael Baker International (MBI) in 2015 to prepare an Emergency Action Plan (EAP) for Stafford Dam and a new flood inundation map. Historically, the District's emergency operating procedures for dam failure had been addressed as part of the District's Emergency Operations Plan. Completion of the 2015 EAP and a subsequent 2020 EAP Update ultimately enhanced the District's emergency preparedness level as it relates to Stafford Dam. An overview prepared by CalOES of what an EAP is and why it is required, as well as an explanation of dam hazard classifications is provided as Attachment 1. The following summarizes current Stafford Dam activities over the last three fiscal years.

Inspections and Monitoring

The District conducts daily visual observations (including use of 24-hour surveillance cameras), monthly water level gauging, semi-annual vegetation and rodent control, yearly engineering inspections of the dam apron and spillway, and a yearly water level monitoring and analysis report that is sent to DSOD. In addition, DSOD performs annual inspections of the dam and three inspections were conducted during this period on the following dates:

- August 9, 2018 (considered 2019 report)
- June 2, 2020 (2020 report)
- April 7, 2021 (2021 report)

Copies of the reports are provided as Attachment 2. The DSOD report is very complementary and reflects positively on the good work undertaken by staff. There is only one minor action item listed in the 2021 DSOD report that staff is following up on.

Recent DSOD Regulations

As stated earlier, NMWD prepared an EAP including dam failure inundation mapping in 2015. The documents were submitted both to DSOD and CalOES at the time and no comments were received. As a result of the Oroville Dam spillway failure in February 2017, the State Legislature passed Senate Bill (SB) 92 in June 2017 that required all dam owners (except low hazard dams) to prepare EAPs and inundation maps. This new legislation also required owners with “extremely high hazard” dams to submit EAPs by January 1, 2018. In December 2018 and January 2019, NMWD received letters from CalOES requiring new inundation mapping for a spillway failure (deemed a “critical appurtenant structure”) in addition to the dam failure. This required the development of new inundation mapping as well as a revised EAP. This work included coordination with many local and regional stakeholders including the impacted jurisdictions, City of Novato and the County of Marin. After an initial submittal of the updated EAP in January 2021 and subsequent response to comments from CalOES reviewers, final approval of the EAP was received on October 22, 2021 from CalOES. A copy of the approval letter is provided at Attachment 3.

These new regulations do have a fiscal impact to NMWD. In addition to the approximate \$27,000 expended in 2020 and 2021 for the updated EAP and inundation maps, annual Stafford Dam DSOD Permit fees have increased steadily since FY2018 from an amount of \$9,854 to \$18,498 in FY2021. Furthermore, the new regulations require annual training exercises with a local public safety agency. The long-term CIP budget planning through FY 2027 includes \$1.3 million for as-needed repairs to the Dam's concrete apron at the upstream face (through FY2025) as well as the need for a new overlay of the entire apron by FY2027.

million for as-needed repairs to the Dam's concrete apron at the upstream face (through FY2025) as well as the need for a new overlay of the entire apron by FY2027.

Other Improvements and Activities

In FY2019 through FY2021 the District constructed:

- Localized Concrete Apron Repairs (Upstream Face) \$54,756

Dam Emergency Action Planning Division

Senate Bill 92 created the California Governor's Office of Emergency Services (Cal OES) Dam Safety Planning Division. The division is responsible for reviewing and approving dam owners' Emergency Action Plans (EAP). This process includes division outreach and technical assistance to dam owners and local emergency management personnel. The Cal OES Dam Safety Planning Division may also provide guidance to local public safety agencies with regard to incorporating EAPs into their existing all-hazards key response and mitigation plans.

What is an EAP and why is it important?

An EAP is a written document that identifies potential emergency conditions at a dam and specifies preplanned actions to help minimize property damage and loss of life should those conditions occur.

EAPs contain procedures and information that instruct dam owners to issue early warning and notification messages to downstream emergency management authorities. The document must also contain inundation map(s) demonstrating critical areas for evacuation-related actions. Additionally, EAPs:

- Provide assistance and guidance to local jurisdictions on their emergency planning for dam failure events; and
- Aid local, state, and federal agencies with activities to ensure effective dam incident emergency response procedures and planning.

More information about EAPs can be found on the Cal OES Dam Safety Planning Division webpage at: <http://www.caloes.ca.gov/dams>

Who is required to have an EAP?

Sections 6160 and 6161 of the California Water Code and Government Code Section 8589.5 require owners of state regulated dams to submit EAPs to Cal OES and the Department of Water Resources (DWR) Division of Safety of Dams (DSOD), unless the dam has been classified as low hazard by DSOD.

What are dam hazard classifications?

The downstream hazard classifications are based solely on potential downstream impacts to life and property should the dam fail when operating

with a full reservoir. These classifications are not related to the condition of the dam or its appurtenant structures. The definitions for downstream hazard classifications are based on FEMA's *Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures* (FEMA P-946, July 2013). FEMA categorizes the downstream hazard potential into three categories in increasing severity: Low, Significant, and High. DSOD adds a fourth category of "Extremely High" to identify dams that may impact highly populated areas or critical infrastructure, or have short evacuation warning times.

Downstream Hazard Classification	Loss of Human Life	Economic, Environmental, and Lifeline Losses
Low	None expected	Low and generally limited to owner's property
Significant	None expected	Yes
High	Probable (one or more expected)	Yes, but not necessary for this classification
<i>Extremely High</i>	Considerable	Yes, major impacts to critical infrastructure or property

What are the requirements if my dam is co-regulated by FERC?

An owner of a dam that is jointly regulated by the state and the Federal Energy Regulatory Commission (FERC) shall prepare an EAP in accordance with FERC guidelines.

How often is a dam owner required to maintain, update, and revise an EAP?

Dam owners shall update their EAP, including inundation map(s), at least every ten (10) years. Updates are also required when there is:

- a significant modification to the dam or a critical appurtenant structure, as determined by DSOD;
- a significant change to downstream development that involves people and property.

Are there any other statutory requirements for jurisdictional dam owners?

Yes. At least once annually, the dam owner shall conduct an EAP notification or tabletop exercise with local public safety agencies.

Please see the [DSOD webpage](#) for statutory requirements related to inundation mapping.

When is my EAP due?

Deadlines for dam EAP submissions are:

- On or before January 1, 2018, if the hazard classification is extremely high.
- On or before January 1, 2019, if the hazard classification is high.
- On or before January 1, 2021, if the hazard classification is significant.

Where should I submit my EAP?

Per legislation, the development of an EAP should be based on and include an inundation map approved by DSOD. After development, dam owners must submit the EAP to both Cal OES and DSOD. Please submit the Cal OES copy of the EAP to the Dam Safety Planning Division, to:

Hard Copy or/and Digital Copy:	
Joanne Brandani, Chief Dam Safety Planning Division 3650 Schriever Avenue Mather, CA 95655	eap@caloes.ca.gov

At this time, Cal OES requests that dam owners submit one paper copy of the EAP and one digital copy (email, cd, or thumb drive).

How should I develop my EAP?

California statute requires that EAPs be developed in accordance with FEMA's *Federal Guidelines for Dam Safety: Emergency Action Planning for Dams*.

Government Code Section 8589.5 also requires that the EAP must include at a minimum:

- Notification flowcharts and contact information
- The response process
- The roles and responsibilities of the dam owner and impacted jurisdictions following an incident involving the dam
- Preparedness activities and exercise schedules
- Inundation maps approved by DWR
- Any additional information that may impact life or property

As needed, Cal OES will develop additional tools and information to aid in the EAP process.

California law also requires that EAPs be developed in consultation with any local public safety agency that may be impacted by an incident involving the dam, to the extent a local agency wishes to consult. This process/outreach needs to be documented within the EAP.

When does the 60 day review period begin?

The 60 day review period begins when the Cal OES Dam Safety Planning Division receives the EAP with the approved inundation map included. If an EAP is submitted to Cal OES without an approved inundation map, the review period will begin when the Dam Safety Planning Division receives the letter from DSOD that the applicable inundation map has been approved.

I currently have an EAP. Can that be re-submitted for approval under the new requirements?

If a dam owner has an existing EAP as of March 1, 2017, the owner can submit the inundation map within that plan to DSOD for approval. DSOD will review and may approve the inundation map if it is deemed sufficient. If DSOD approves the map, the dam owner may submit the EAP to Cal OES for review.

Additional Information

For any other information on dam EAPs, please email the Cal OES Dam Safety Planning Division at eap@caloes.ca.gov.

More information regarding EAPs and the legal responsibilities of dam owners is available at the following website: www.caloes.ca.gov/dams. Additionally, the full text of the new law (SB 92, Committee on Budget and Fiscal Review, Statutes of 2017) can be found here: <http://leginfo.legislature.ca.gov/>.

For information on dam inundation mapping, please refer to the DSOD webpage: <http://www.water.ca.gov/damsafety/>.

Authorities and References

Cal OES Dam Safety Planning Division website:
<http://www.caloes.ca.gov/dams>

Department of Water Resources, Division of Safety of Dams website:
<http://www.water.ca.gov/damsafety/index.cfm>

FEMA's website on Dam Safety:
<https://www.fema.gov/dam-safety>

RECEIVED

AUG 17 2018

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF SAFETY OF DAMS

DM 8/17
RC 8/20
RV 8/28/18

EM
(FILE)

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

North Marin Water District

Name of Dam Novato Creek Dam No. 88 County Marin

Type of Dam ERTH Type of Spillway Ogee weir and concrete lined chute

Water is ~18 feet below the spillway crest and ~36 feet below the dam crest.

Weather Conditions Clear and mild

Contacts Made Rocky Vogler, Robert Clark, and Brad Stompe, and during the inspection

Reason for Inspection Periodic Evaluation

Important Observations, Recommendations or Actions Taken

The 30-inch downstream control butterfly valve was not cycled during this inspection because of the sensitive environmental nature of the stream below the dam, and to prevent disrupting the ongoing fish water release. The downstream control was fully cycled in my presence on 25 November 2014, and by the owner on 10 March 2017. I asked that DSOD be contacted later in the winter months when it is safe to fully cycle the downstream control so that a DSOD engineer can witness the valve operation.

ACTION
RV

Conclusions

From the known information and visual inspection, the dam, reservoir, and the appurtenances are judged safe for continued use.

Observations and Comments

Dam The visible portions of the concrete armored upstream face, the crest, downstream face, and the abutment contacts are in satisfactory condition with no indication of significant surficial distress or instability. The upstream concrete armor is repaired as necessary to correct significant cracks, spalls, and other flaws, as the owner explores a long-term solution to the accelerating wear and tear.

As has been the case for some time now, vegetation control is excellent. The embankment is covered with recently mowed ankle tall grass and other low ground cover that provide protection against erosion without hindering inspection and monitoring for seepage and other defects.

Rodent control is also excellent, and almost no indication of burrowing activity was observed.

Spillway The spillway approach, control section, and exit channel were open and clear.

The concrete ogee weir, chute, and cross beams were in satisfactory condition, and are free of large cracks, spalls or other defects indicative of excessive stress or deterioration. As reported in the 8 March 2018 inspection report, portions of the concrete invert have been replaced as part of the owner's annual maintenance program. As with the upstream face concrete armor work the repairs appear to be well made, and should prove effective protection for the spillway from damage during large spills.

The current design storm, prepared in 1985, is for a PMF producing 12,311 cfs (~1424 cfs / sq mi) peak inflow and 4277 cfs peak discharge from the 8.64 square mile drainage area. The spillway capacity is ~7497 cfs, total freeboard is 18 feet, and residual freeboard for the design storm is 4.8 feet. Freeboard is satisfactory.

Outlet Upstream control at the outlet tower is provided by hydraulically operated 18-inch slide gates at elevations 174.0 feet and 158.0 feet. Additional upstream control is provided by a hydraulically operated 30-inch slide gate at the outlet tunnel entrance at elevation 145.0 feet. Downstream

Photos taken? Yes X No

cc for Owner/Book

Inspected by J. Lowe

Date of Inspection 9 August 2018

Date of Report 10 August 2018

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 9 August 2018

Observations and Comments

control is provided by a 30-inch butterfly valve. The fully concrete encased outlet is normally pressurized.

All of the upstream outlet controls were fully cycled and were found to be in good operating condition. The 30-inch downstream control butterfly valve was not cycled during this inspection because of the sensitive environmental nature of the stream below the dam, and to prevent disrupting the ongoing fish water release. The downstream control was fully cycled in my presence on 25 November 2014, and by the owner on 10 March 2017. I asked that DSOD be contacted later in the winter months when it is safe to fully cycle the downstream control so that a DSOD engineer can witness the valve operation.

Seepage The downstream face, groins, and abutments were dry and free of any indications seepage.

Flow from the 6" chimney drain was <1/2 gpm, flow from the 12" toe drain was ~1/2 gpm, and the right abutment drain outfall was dry. Flow from the 6" and 12" drains was clear, flow rates are within historical values, and I have no concerns regarding the observed flows.

Instr. Instrumentation consists of the following:

- One (1) accelerometer located in a vault near the center of the crest and designed to measure the ground motion response of the dam during seismic events.
- Sixteen (16) piezometers installed to confirm the continued satisfactory operation of the toe drain and right abutment blanket drain (under-drain system), and arranged in four transverse lines originating at the crest and extending across the downstream face and toe berm. Piezometers are monitored monthly.
- Two (2) seepage monitoring locations within the Novato Creek just upstream of the outlet outfall, and one (1) seepage monitoring location near the lower right downstream toe. The seepage monitoring locations provide for the measurement of seepage collected from within the toe drain, the blanket drain, and the right abutment, and are monitored monthly.
- Eight (8) survey monuments designed to measure embankment settlement following construction, and settlement and lateral displacement following seismic events. Survey monuments are located along the crest axis, with six distributed along the crest and the remaining two located one each on the right and left abutments. The survey monuments are measured every five years.

The latest instrumentation data report, received from the owner on 31 July 2017, was reviewed for the 8 March 2018 inspection. An updated instrumentation report is being prepared by the owner, but was not available for this inspection. The conclusion from the previous report was, "Instrumentation data reporting and presentation is excellent, as is the owner's engineer's summary. Based on the data submitted the dam appears to be performing satisfactorily, and no additional instrumentation is believed necessary at this time.

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 9 August 2018



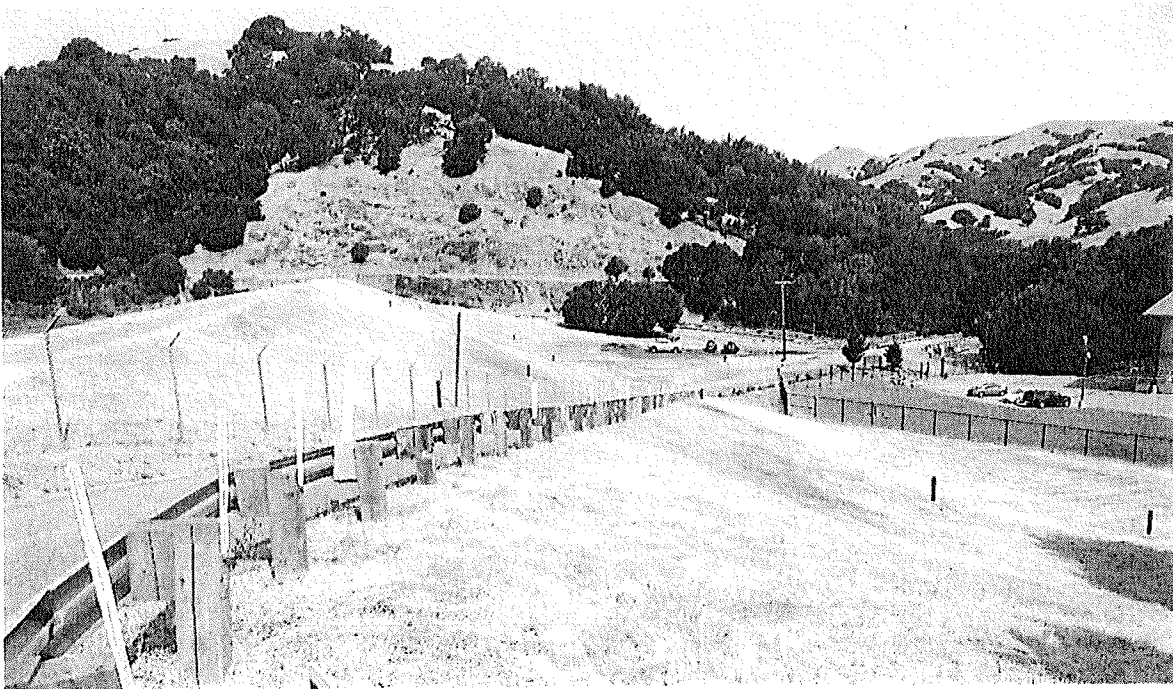
The upstream face as viewed from the right abutment, above, and from the left abutment, below. The upstream concrete armor is repaired as necessary to correct significant cracks, spalls, and other flaws, as the owner explores a long-term solution to the accelerating wear and tear.



INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 9 August 2018



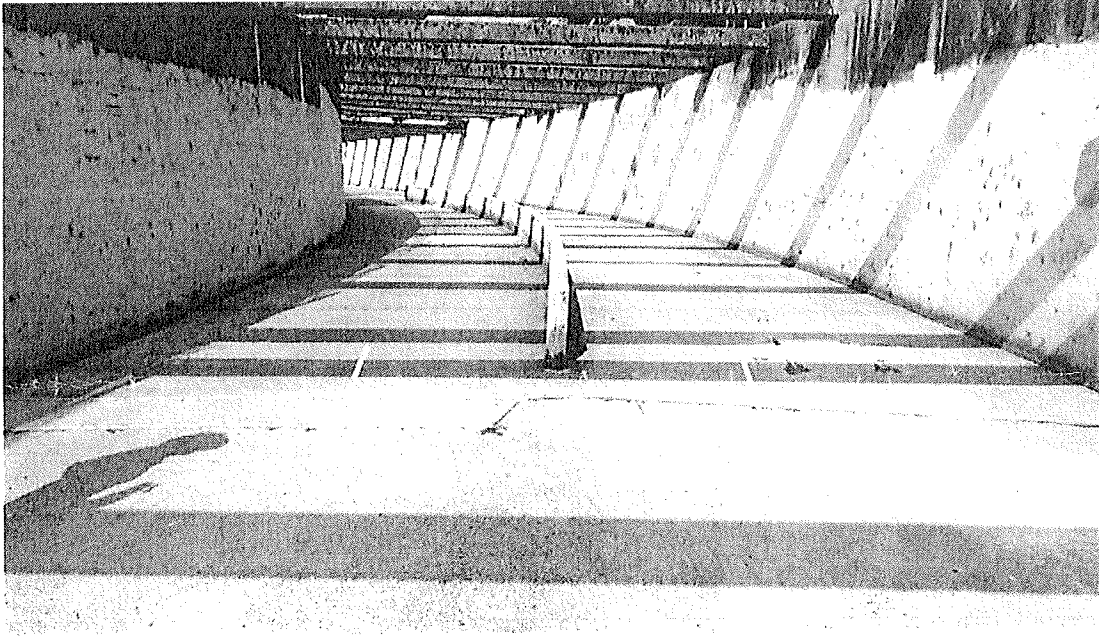
The downstream face as viewed from the right abutment, above, and from the lower left abutment, below. Vegetation control and rodent control are both consistently excellent.



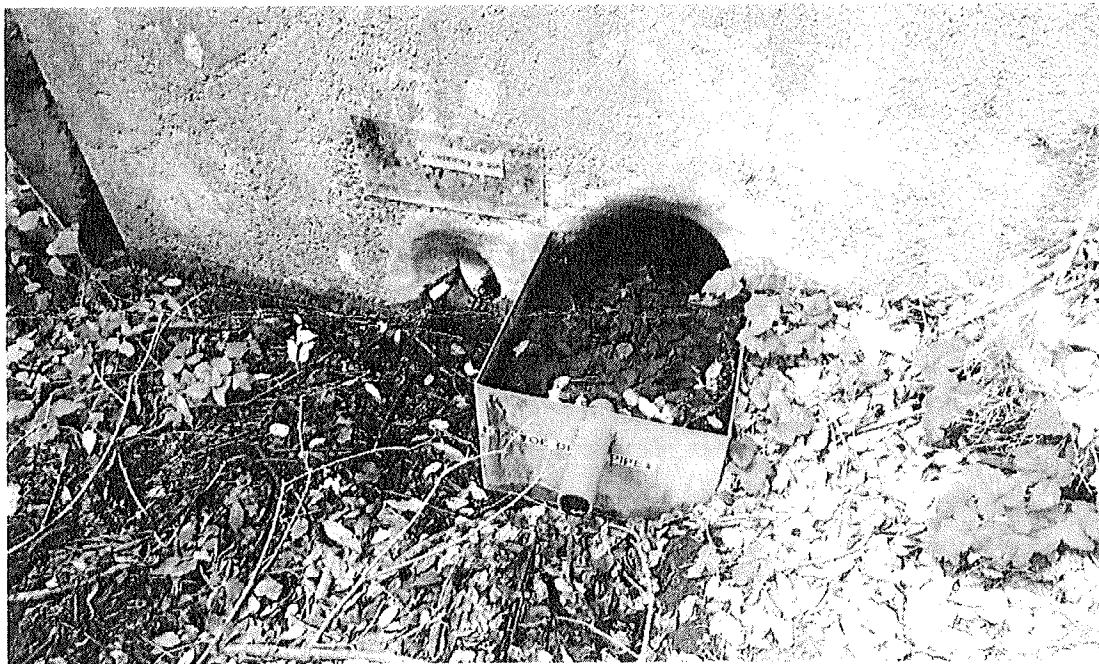
INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 9 August 2018



As reported in the 8 March 2018 inspection report, portions of the concrete invert have been replaced as part of the owner's annual maintenance program. An older repair is visible in the foreground before the flow divider, while newer repairs appear as lighter colored patches beyond the divider.



Flow from the 6" chimney drain was $<1/2$ gpm, flow from the 12" toe drain was $\sim 1/2$ gpm, and the right abutment drain outfall was dry. Flow from the 6" and 12" drains was clear, flow rates are within historical values, and I have no concerns regarding the observed flows.

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF SAFETY OF DAMS

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88 County Marin
 Type of Dam Earth Type of Spillway Ogee weir and concrete lined chute
 Water is 3 feet below the spillway crest and 21 feet below the dam crest.
 Weather Conditions Sunny and warm
 Contacts Made Robert Clark and Brad Stompe (North Marin Water District)
 Reason for Inspection Annual Inspection

Important Observations, Recommendations or Actions Taken

Vegetation growing in the cracks of the concrete lined upstream face needs to be removed to prevent potential damage to the concrete (photo 2).

Vegetation growing in the joints and behind the spillway walls needs to be removed to prevent any potential damage to the concrete (photos 3 & 4).

Conclusions

From the known information and visual inspection, the dam, reservoir, and the appurtenances are judged safe for continued use.

Observations and Comments

<u>Dam</u>	<p>The visible portions of the concrete-armored upstream face, the crest, downstream face, and the abutment contacts are in satisfactory condition with no indication of significant surficial distress or instability. The concrete lined upstream face appeared satisfactory and all major cracks, spalls, and other flaws have been patched and appear to be performing satisfactorily. Vegetation growing in the cracks needs to be removed to prevent potential damage to the concrete (photo 2).</p> <p>Vegetation control is satisfactory. The embankment is covered in knee tall grass and other low ground cover that provide protection against erosion without hindering inspection and monitoring for seepage and other defects (photo 1). Mr. Stompe informed me that they plan to mow the grass in the next few weeks.</p> <p>Rodent control is satisfactory, and only minor burrowing activity was observed near the left abutment and spillway.</p>
<u>Spillway</u>	<p>The spillway approach, control section, and exit channel were open and clear.</p> <p>The concrete ogee weir, chute, and cross beams were in satisfactory condition, and are free of large cracks, spalls or other defects indicative of excessive stress or deterioration. Patched concrete on the spillway slab appear to be performing satisfactorily but should continue to be monitored after rain events or when the reservoir is spilling. Vegetation growing in the joints and behind the spillway walls needs to be removed to prevent any potential damage to the concrete (photos 3 & 4).</p>
<u>Outlet</u>	<p>None of the outlets were cycled during this inspection. The two 18-inch upstream controls at elevations 174.0 feet and 158.0 feet were fully cycled during the August 9, 2018 inspection. The 30-inch upstream hydraulic slide gate and 30-inch downstream butterfly valve were fully cycled during the January 24, 2019 inspection. All outlets are cycled annually by the owner.</p>
<u>Seepage</u>	<p>The downstream face, groins, and toe were dry and free of any indications of seepage. MM 6/9/2020</p>

Photos taken? Yes X No

cc for Owner/Book

Inspected by Michelle Lockhart LS 6/9/2020

Date of Inspection June 2, 2020

Date of Report June 8, 2020 Reb 6/9/2020

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88
 Date of Inspection June 2, 2020

Observations and Comments

The right abutment drain outfall was dry. The 6" chimney drain was flowing approximately 1 gpm, and the 12" toe drain was flowing approximately 2 gpm (photo 5). All flows were clear and within historical values.

Instr.

Instrumentation consists of the following:

- One (1) accelerometer located in a vault near the center of the crest and designed to measure the ground motion response of the dam during seismic events.
- Sixteen (16) piezometers installed to confirm the continued satisfactory operation of the toe drain and right abutment blanket drain (under-drain system) and arranged in four transverse lines originating at the crest and extending across the downstream face and toe berm. Piezometers are monitored monthly.
- Two (2) seepage monitoring locations within the Novato Creek just upstream of the outlet outfall, and one (1) seepage monitoring location near the lower right downstream toe. The seepage monitoring locations provide for the measurement of seepage collected from within the toe drain, the blanket drain, and the right abutment, and are monitored monthly.
- Eight (8) survey monuments designed to measure embankment settlement following construction, and settlement and lateral displacement following seismic events. Survey monuments are located along the crest axis, with six distributed along the crest and the remaining two located one each on the right and left abutments. The survey monuments are measured every five years.

The latest instrumentation data report was received from the owner on August 30, 2019 and covers the monitoring period through calendar year 2018. The owner contracted Genterra Consultants, Inc to present conclusions regarding the performance of Novato Creek Dam.

Piezometer data includes long-term plots (30-year) for each piezometer. Piezometers P-13, P-14, P-15, and P-16, located in a line between the right abutment and the blanket drain, have reported an increase in the phreatic line. To investigate this issue, NMWD performed daily water level readings for a 3-month period from October 1, 2018 through December 28, 2018 and contracted Genterra to evaluate the data.

- Piezometer P-13, located on the crest, recorded water levels that have risen continuously since 1994/1995, and are higher than the reservoir level in recent months. As recommended by Genterra, NMWD bailed P-13, and the issue of higher than reservoir water level no longer exists in data taken since. However, there is about 12 feet of sediment at the bottom of the piezometer.
- Piezometer P-14, located just above the access road, appears to be affected by rainfall, entering through infiltration, and increasing above the threshold elevation 160. P-14 could not be bailed due to a blockage about 30 feet below the top. A new piezometer may be required if the water cannot be bailed to reduce the level below the threshold.
- There are no concerns with piezometer P-15, located below the access road.
- Piezometer P-16, located at the toe, has water levels higher than the allowed threshold Elevation 155, but do not appear to be affected by reservoir level or rainfall. P-16 was also bailed, but recovered within a day, indicating that there is a direct hydraulic connectivity

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUSName of Dam Novato Creek Dam No. 88Date of Inspection June 2, 2020**Observations and Comments**

between the water in the blanket drain and the piezometer tip.

Overall, the indicated higher phreatic surface appeared to be a result of instrumentation that needed maintenance. The owner will continue to monitor this area closely.

The high readings in Piezometer 1 were reportedly due to staff reading error. Piezometer P-11 continues to record higher water levels during wet weather periods and is likely influenced by road surface drainage. All other piezometers readings are below the maximum safe phreatic levels.

No adverse trends were shown in either seepage monitoring pipes.

The latest survey was performed in 2015 and was reviewed in the April 2016 inspection report. The next scheduled survey will be this year.

The conclusion from Genterra Consultants was "Based on our review of available data that is presented in the 2018 Phreatic Level Monitoring Report dated August 30, 2019, the dam appears to be performing satisfactorily." Based on the data submitted, I agree that the dam appears to be performing satisfactorily, and no additional instrumentation is judged necessary at this time.



Photo 1: View of the downstream face and crest as seen from the left abutment.

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection June 2, 2020



Photo 2: View of the upstream face as seen from the left abutment. Vegetation growing in the cracks needs to be removed.

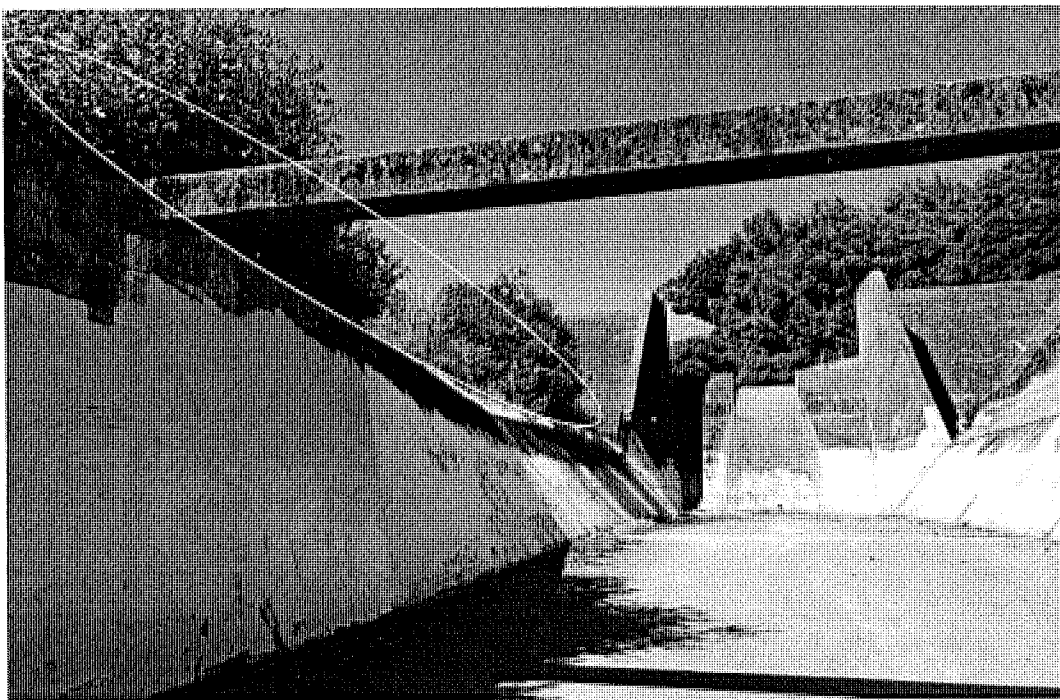


Photo 3: View of the spillway channel looking upstream. Vegetation growing behind the concrete wall (circled) needs to be removed.

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection June 2, 2020

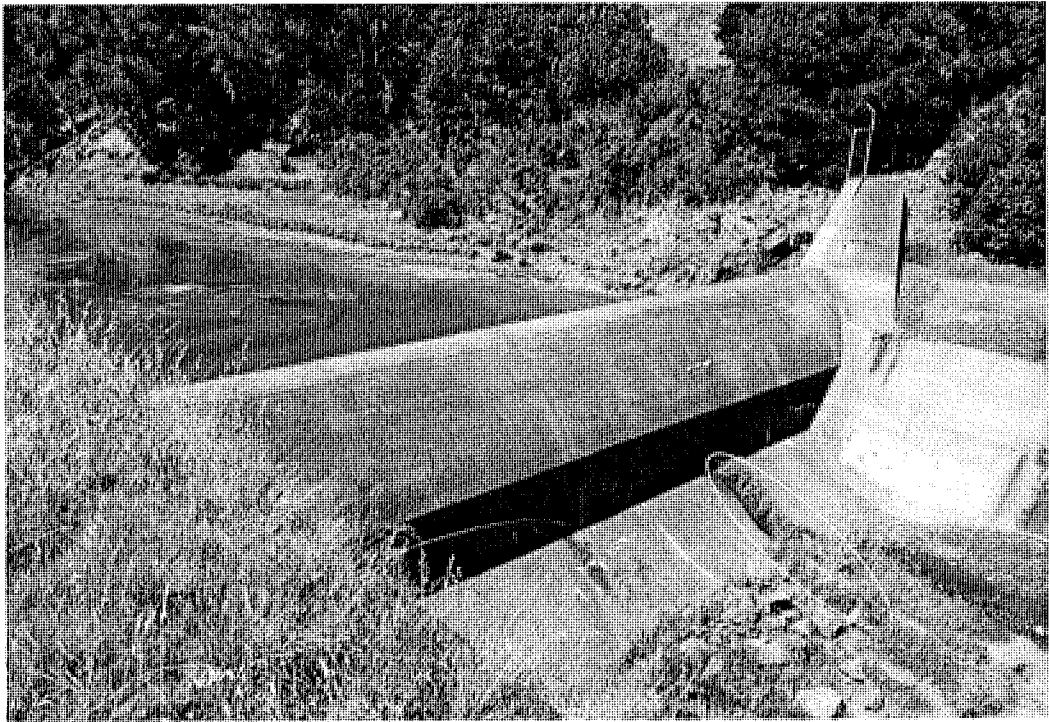


Photo 4: View of the spillway weir looking upstream. The circled vegetation needs to be removed.

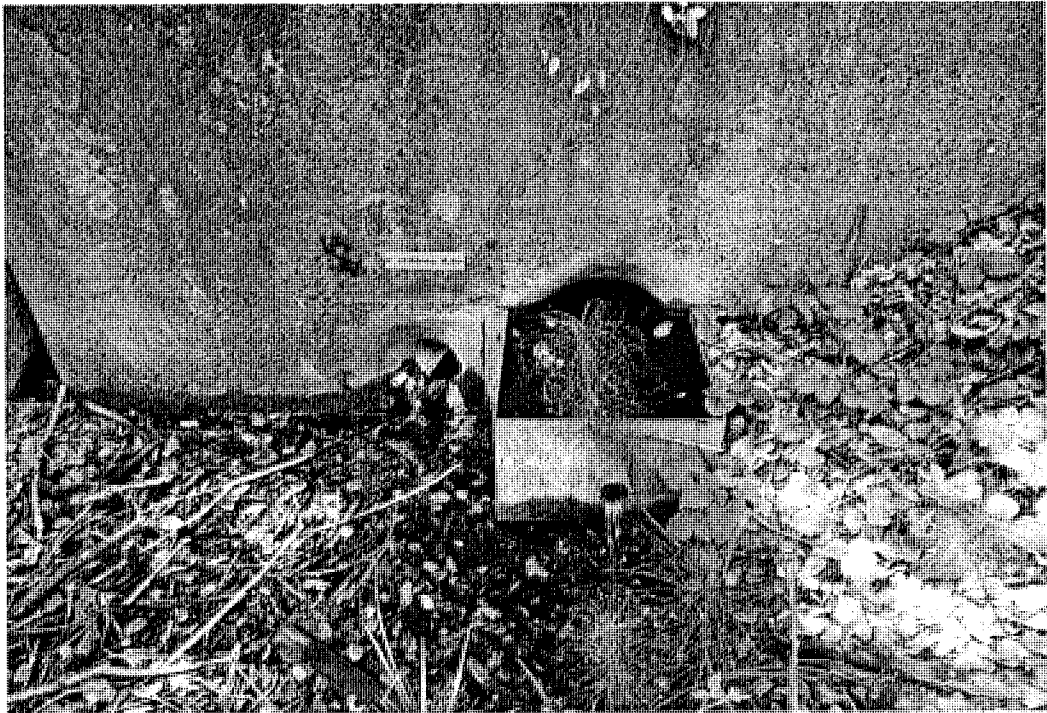


Photo 5: View of the chimney and toe drain, at the outfall to the creek.

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF SAFETY OF DAMS

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88 County Marin
 Type of Dam ERTH Type of Spillway Ogee weir and concrete lined chute
 Water is ~11 feet below the spillway crest and ~29 feet below the dam crest.
 Weather Conditions Clear and mild
 Contacts Made Toni Williams and Brad Stompe during the inspection
 Reason for Inspection Annual Inspection

Important Observations, Recommendations or Actions Taken

Overall, vegetation control on the dam remains excellent. A few overhanging bushes along the spillway channel walls need to be removed as a part of annual maintenance of the dam.

I asked that DSOD be contacted later in the winter months when it is possible to fully cycle the downstream control, so that a DSOD engineer can witness the valve operation.

Conclusions

From the known information and visual inspection, the dam, reservoir, and the appurtenances are judged safe for continued use.

Observations and Comments

<u>Dam</u>	<p>The visible portions of the concrete armored upstream face, the crest, downstream face, and the abutment contacts are in satisfactory condition with no indication of significant surficial distress or instability.</p> <p>As has been the case for some time now, vegetation control is excellent. The upstream facing lining remain intact with no evidence of fresh cracks. Minor vegetation growth in the lining joints needs to be removed as a part of annual maintenance of the dam. The downstream face of the embankment is covered with recently mowed ankle tall grass and other low ground cover that provides protection against erosion without hindering inspection and monitoring for seepage and other defects.</p> <p>Rodent control is also excellent, and almost no indication of burrowing activity was observed.</p>
<u>Spillway</u>	<p>The spillway approach, control section, and exit channel were open and clear.</p> <p>The concrete ogee weir, chute, and cross beams were in satisfactory condition, and are free of large cracks, spalls or other defects indicative of excessive stress or deterioration. A few bushes overhanging along the channel walls need to be removed as a part of annual maintenance of the dam.</p>
<u>Outlet</u>	<p>None of the controls were cycled during this inspection. All the upstream and downstream controls were fully cycled during the 1/24/2019 inspection and were found to be in operable condition. Per email from the owner, all controls were fully cycled by the owner 2/18/2020 as a part of their annual maintenance program.</p>
<u>Seepage</u>	<p>The downstream face, groins, and abutments were dry and free of any indications of seepage.</p> <p>Flow from the 6" chimney drain was 0.30 gpm, flow from the 12" toe drain was ~1.11 gpm, and the right abutment drain outfall was dry. Both flows were clear and within historic values.</p>

Photos taken? Yes X No
 cc for Owner/Book

Inspected by L. Singh *LS* 4/16/2021
 Date of Inspection 4/7/2021
 Date of Report 4/9/2021

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88
 Date of Inspection 4/7/2021

Observations and CommentsInstr.

Instrumentation consists of the following:

- One (1) accelerometer located in a vault near the center of the crest and designed to measure the ground motion response of the dam during seismic events.
- Sixteen (16) piezometers installed to confirm the continued satisfactory operation of the toe drain and right abutment blanket drain (under-drain system), and arranged in four transverse lines originating at the crest and extending across the downstream face and toe berm. Piezometers are monitored monthly.
- Two (2) seepage monitoring locations within the Novato Creek just upstream of the outlet outfall, and one (1) seepage monitoring location near the lower right downstream toe. The seepage monitoring locations provide for the measurement of seepage collected from within the toe drain, the blanket drain, and the right abutment, and are monitored monthly.
- Eight (8) survey monuments designed to measure embankment settlement following construction, and settlement and lateral displacement following seismic events. Survey monuments are located along the crest axis, with six distributed along the crest and the remaining two located one each on the right and left abutments. The survey monuments are measured every five years.

The latest instrumentation data report was received on November 30, 2020 and it covers the calendar year period of 2019. At this time, access to the DSOD files is very limited as most of the DSOD staff is working remotely due to Covid-2019 pandemic. Therefore, I only cursorily reviewed the electronic version of the report and agree with the owner's evaluation that based on the submitted data/plots, the dam appears to be performing satisfactorily. No additional instrumentation is judged necessary at this time.

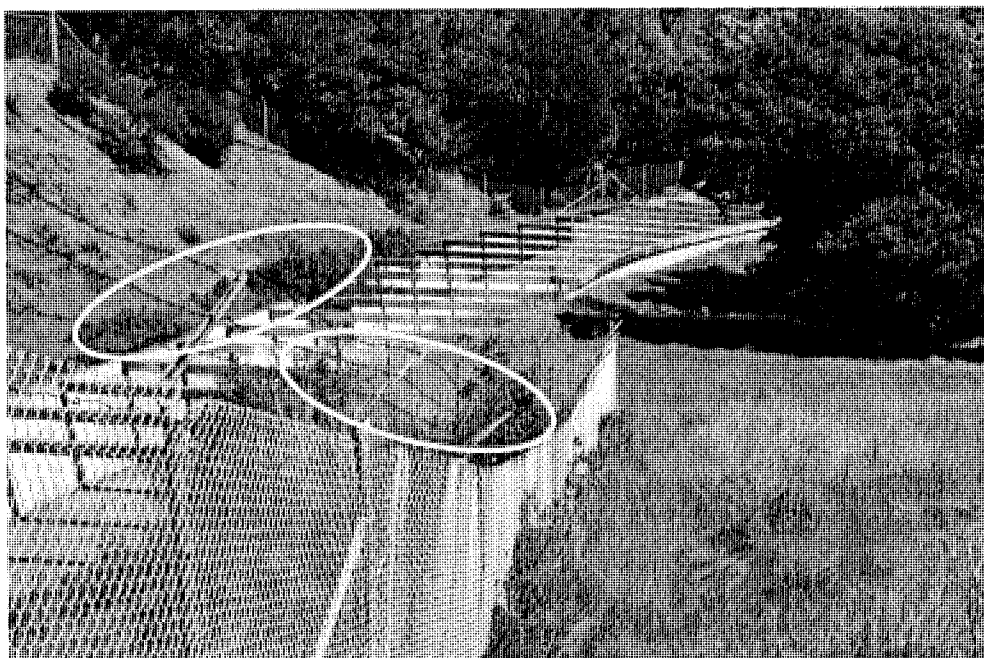
INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 4/7/2021



1. The upstream face as viewed from the left abutment. Vegetation growth in the constructions joints needs to be removed as a part annual maintenance of the dam.

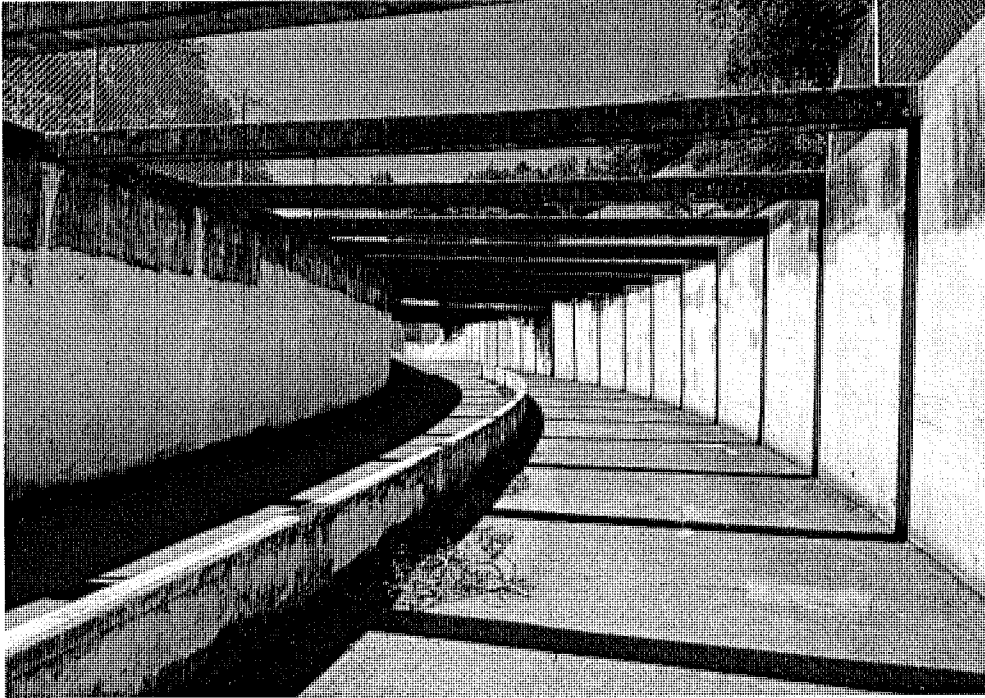


2. Spillway channel looking downstream, as seen from the dam crest. All circled vegetation along the spillway channel walls needs to be removed.

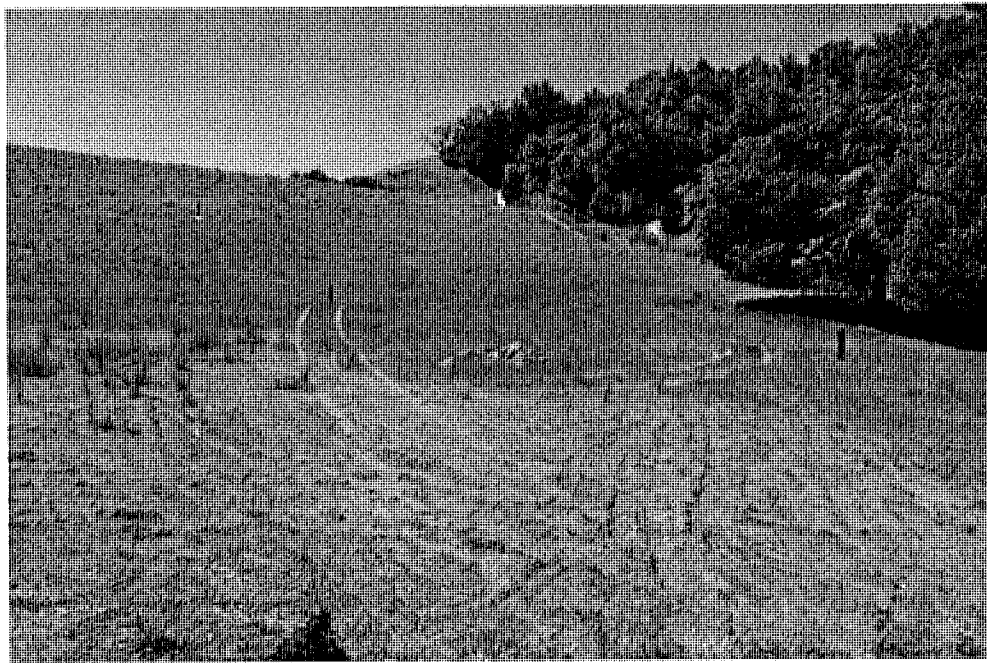
INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Novato Creek Dam No. 88

Date of Inspection 4/7/2021



3. An interior view, spillway channel concrete appears structurally sound with no evidence of excessive deterioration or any other sign distress.



4. A partial view of the downstream face as seen towards the left abutment. As seen, vegetation control on the dam remains excellent.



October 22, 2021

North Marin County Water District
Attention: Mr. Drew McIntyre
General Manager
Post Office Box 146
Novato, California 94948

Subject: **Emergency Action Plan – Approval**
Novato Creek Dam, No. 88.000, Marin County

Dear Mr. McIntyre:

The California Governor's Office of Emergency Services, Dam Safety Planning Division, has reviewed the Emergency Action Plan for the subject dam listed above. Pursuant to California Water Code Section 6161, subdivision (b)(1), we have determined that the Emergency Action Plan meets the requirements of Government Code Section 8589.5 and is consistent with the Federal Emergency Management Agency's *Federal Guidelines for Dam Safety: Emergency Action Planning for Dams*. The Emergency Action Plan for Novato Creek Dam is therefore approved.

Please ensure that the approved plan, as well as a copy of this approval letter, is disseminated to the appropriate public safety and emergency management agencies as required by Water Code Section 6161, subdivision (b)(3). As the dam owner, you are required to submit an updated plan based on an approved inundation map by April 15, 2030, or sooner if there is 1) a significant modification to the dam or a critical appurtenant structure as determined by the Department of Water Resources, Division of Safety of Dams, or 2) a significant change to downstream development that involves people or property as outlined in Water Code Section 6161, subdivision (e).



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Emergency Action Plan – Approval

October 22, 2021

Page 2

Please submit the finalized hard copy and digital copy of your Emergency Action Plan to:

- Dam Safety Planning Division
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655
- eap@caloes.ca.gov

Additionally, at least once annually, dam owners must conduct notification exercise(s) for the Emergency Action Plan. These exercises are necessary to ensure that emergency communications plans and processes are current and implemented effectively. For assistance coordinating exercise participation or any other Emergency Action Plan needs, please contact Leonela Vallecillo-Curiel, at (916) 845-8193 or Leonela.Vallecillo-Curiel@caloes.ca.gov or Casey Meredith at (916) 845-8160 or Casey.Meredith@caloes.ca.gov, with a copy to eap@caloes.ca.gov.

Thank you for your continued efforts and commitment enhancing safety in your community and throughout California.

Sincerely,



LORI NEZHURA
Deputy Director

Enclosure (Final EAP Review Report)

cc: Sharon Tapia, Chief, Division of Safety of Dams
Department of Water Resources
Chris Reilly, Emergency Services Manager,
Marin County Sheriff's Office
Edward Westfall, Regional Administrator,
Cal OES Coastal Region

15

MEMORANDUM

To: Board of Directors

November 12, 2021

From: Robert Clark Operations / Maintenance Superintendent *RKC*Subj: Cyber Security Evaluation and Plan Update
bod cyber security memo 11.11.2021**RECOMMENDED ACTION:** Information**FINANCIAL IMPACT:** None at this time

Background

America's Water Infrastructure Act of 2018 (AWIA) was designed to improve drinking water and water quality, deepen infrastructure investments, enhance public health and quality of life, increase jobs, and bolster the economy according to an U.S. Environmental Protection Agency (EPA) report released in 2018. The AWIA provisions are the most far-reaching changes to the Safe Drinking Water Act since the 1996 Amendments, with over 30 mandated programs. One of these programs required each community water system serving more than 3,300 persons to submit to the EPA Administrator a certification that the system has conducted a risk and resilience assessment in accordance with the Act prior to December 31, 2020.

Work Products

This risk and resilience assessment of North Marin Water District was performed on December 17, 2020 using the EPA's Vulnerability Self-Assessment Tool (VSAT) Web Version 2.0. While this tool can be used to assess all of the Districts vulnerabilities, staff concentrated on the cyber security portion of the tool. Our current Emergency Operations Plan (aka ERP) had been updated in November 2019 and the EPA certification only required us to add the cyber security chapter by the above due date.

As part of the AWIA formatting of the ERP's have been changed to help align all agency plans. To help staff comply with the development of the ERP and begin to transition the existing ERP to the new format, the consulting firm of Water Works Engineers was hired. Their staff used our assessment results along with a couple of short interviews with our staff and developed a cyber security resilience strategies section for our ERP. With this new section NMWD has now completed the necessary compliance certification requirements.

Path Forward

We plan to create a summary review to train staff annually on key aspects for these strategies to ensure all staff prevent any cyber risks to the District. A copy of the cyber security resilience strategies has been integrated into the Districts existing ERP. The EPA designed Version 2.0 of VSAT Web to assist community water systems with meeting the requirements for risk and resilience. VSAT Web 2.0 can help water sector owners and operators with identifying the threats that present the highest risks to their facilities and with evaluating the costs and benefits of countermeasures to reduce those risks. Staff is planning to begin the full transition to this new ERP format utilizing a third-party consultant, as the time requirement for the VAST review will be too much for our staff alone. The current ERP has 15 sections with 8 appendices and is over 150 pages in all and may take a year to complete. Consulting services will be included in the Fiscal Year 2022-2023 Capital Improvement Budget projects studies and special projects.

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**North Bay Water Reuse Authority
Board of Directors Meeting
September 27, 2021
DRAFT**

1. Call to Order

Chair Rabbitt called the meeting to order at 9:33 a.m. on Monday, September 27, 2021. Due to Shelter in Place Orders, this meeting was a Zoom only meeting. Meeting participants and the public participated via the following link: <https://us02web.zoom/j/84458034981>.

2. Roll Call

PRESENT:	David Rabbitt, Chair	Sonoma Water
	Belia Ramos, Vice Chair	Napa County
	Jack Baker	North Marin Water District
	Brian Barnacle	City of Petaluma
	Rabi Elias	Las Gallinas Valley Sanitary District
	Jack Gibson	Marin Municipal Water District
	Susan Gorin	Sonoma Valley County Sanitation District
	Sandeep Karkal	Novato Sanitary District
	Dennis Rodoni	Marin County
	Scott Sedgley	Napa Sanitation District
	Pierre Washington	City of American Canyon

ABSENT: None

OTHERS

PRESENT:	Chuck Weir, Program Manager	Weir Technical Services
	Kevin Booker	Sonoma Water
	Lorenzo Cordova	Marin County
	Grant Davis	Sonoma Water
	Jason Farnsworth	City of Petaluma
	Jim Grossi	North Marin Water District
	Rene Guillen	Brown & Caldwell
	Pam Jeane	Sonoma Water
	Sandeep Karkal	Novato Sanitary District
	Drew McIntyre	North Marin Water District
	Mark Millan	Data Instincts
	Carmen Morales	Sonoma Water
	Jim O'Toole	ESA
	Larry Russell	Marin Municipal Water District
	Mike Savage	Data Instincts
	Paul Sellier	Marin Municipal Water District
	Brad Sherwood	Sonoma Water
	Jake Spaulding	Sonoma Water
	Dawn Taffler	Kennedy Jenks Consultants
	Tony Williams	North Marin Water District

3. Public Comments

There were no members of the public.

4. Introductions

Introductions were not made.

5. Board Meeting Minutes of July 26, 2021.

It was noted that Chair Rabbitt should be shown as absent in the minutes. On a motion by Vice Chair Ramos, seconded by Director Baker, the minutes of the July 26, 2021, meeting were unanimously approved by the Board by a roll call vote.

6. Report from the Chair

6.a Subgroup meeting of August 19, August 25, and September 17, 2021

The Board reviewed the August 19, August 25, and September 17 meetings of the subgroup. In keeping with past direction by the Board, a subgroup also known as the technical team has been meeting to track the progress of Phase 1 and Phase 2 projects, funding options, and developing potential workplans for addressing future issues of interest to NBWRA. The future issues are based on the results of the three county meetings that were held in June. The Subgroup met on August 19, August 25, and September 17, 2021.

7. Declaration of a State of Emergency pursuant to AB361 due to COVID-19 to continue remote meetings until the State of Emergency is rescinded or until January 1, 2024, whichever comes first

The Board discussed the rationale for the declaration and noted that their won agencies have been doing the same. On a motion by Vice Chair Ramos, seconded by Director Gorin, the Declaration of a State of Emergency pursuant to AB361 due to COVID-19 to continue remote meetings until the State of Emergency is rescinded or until January 2, 2024, whichever comes first was unanimously approved by a roll call vote.

8. Consultant Progress Reports

The Board reviewed the consultant progress reports for the period July - August 2021.

9. Financial Reports for Fiscal Years Ending June 30, 2021 and June 30, 2021.

The Board reviewed the financial reports for the periods ending June 30, 2021 and June 30, 2022. All expenses are tracking normally.

10. Future Direction and Next Steps for NBWRA

Members of the technical team discussed issues outlined in the presentation focusing on resilience areas that could become part of NBWRA's program of work. These areas include: continuing recycled water projects, potable reuse assessments, coordinated drought contingency planning, and sea level rise adaptation. The discussion also included a request that the technical team meet with the TAC to further refine the proposed projects/concepts and associated funding opportunities and strategy. Based on input from the TAC, the technical team would then come back to the Board with:

- Updated potential projects/concepts for the Board to review
- Better describe tasks to consider, potential costs, and budget
- Refined project profiles that would link projects/concepts with funding opportunities
- Potential MOU modifications, other member agencies, or organizational changes

The Board and TAC members discussed potential projects and expressed interest in further exploring both projects and funding opportunities. Expanding recycled water projects, exploring direct and indirect potable reuse, drought contingency issues, and sea level rise concerns were all discussed. Director Barnacle encouraged the group to be aspirational in terms of developing projects.

Following further discussion, the Board agreed with having the TAC meet with the technical team as described.

11. Phase 1: Status of Reconciliation and Closeout Activities

Jake Spaulding gave an update on the reconciliation and close out activities for Phase 1. He noted that there is approximately \$800,000 remaining that could be used for projects. The final steps for closeout of Phase 1 are underway.

12. Status of Phase 2

Rene Guillen provided an update on the status of the Phase 2. Projects for SVCSD and Petaluma have been incorporated into the Phase 2 program and agreed to by Reclamation. A formal acceptance letter is in development and should be received within a few weeks.

13. Items for the Next Agenda

Items for the next Agenda include regular reports, Phase 1 and Phase 2 Status Reports, Water Bond Status, and a report from the TAC meeting.

14. Comments from the Chair, Board, and Member Agencies.

There were no comments from the Chair, Board, and Member Agencies. The Board discussed options for the next meeting and agreed on November 29, 2021, at the regular time of 9:30 a.m. Board members supported continuation of virtual meetings in order to minimize driving and associated impacts. It was acknowledged that there may be conflict with November 29.

15. Adjournment

Chair Rabbitt adjourned the meeting at 10:34 a.m. The next meeting will be Monday, November 29, 2021, at 9:30 a.m. via Zoom.

Minutes approved by the Board _____

Charles V. Weir
Program Manager

17

North Bay Watershed Association

Board Meeting - Agenda

November 5, 2021 | 9:30 – 11:30 a.m.

PENDING PASSAGE OF RESOLUTION ITEM B ON THE AGENDA, THIS MEETING WILL BE HELD VIRTUALLY VIA REMOTE CONFERENCING SERVICE— NO PHYSICAL MEETING LOCATION

Zoom Webinar:

<https://us02web.zoom.us/j/81908052488?pwd=eGtocHlnUfNld2FvSlcrbkNnS0xVUT09>

Webinar ID: 819 0805 2488 Password: 844545

Agenda and materials will be available the day of the meeting at:

www.nbwatershed.org

AGENDA

Time	Agenda Item	Proposed Action
9:30	Welcome and Call to Order – Roll Call and Introductions <i>Jack Gibson, Chair</i>	<i>N/A</i>
9:35	General Public Comments This time is reserved for the public to address the Committee about matters NOT on the agenda and within the jurisdiction of the Committee.	<i>N/A</i>
9:40	Agenda and Past Meeting Minutes Review <i>Jack Gibson, Chair</i>	<i>Approve</i>
9:45	Treasure's Report <i>Jack Gibson, Chair</i>	<i>Accept</i>
9:50	Guest Presentation—Applied One Water Policy: Orange Memorial Park Regional Stormwater Capture Project <i>Robert Dusenbury, Lotus Water</i> Robert will provide an overview of the Bay Area's first regional stormwater capture project. The project captures stormwater runoff from six different municipalities to remove trash and contaminants, treat and use water for park irrigation, recharge the underlying groundwater basin, and reduce local flood risk.	<i>Presentation</i>

10:20	<p>Guest Presentation—Sonoma Water’s Water and Energy Education Program, A Call to Action</p> <p><i>Ryan Pedrotti, Water and Energy Program Manager</i> <i>Trisha Meisler Water and Energy Educator</i></p> <p>Ryan and Trisha will provide an overview of this effective regional education program, and its evolution to engage children through experiential and hands on education.</p>	<i>Presentation</i>
10:50	<p>Executive Director Report and Agenda Items for Future Meetings</p> <p><i>Andy Rodgers, Executive Director</i></p> <p>Andy will provide an update on active projects, recent meetings, communications, committees, activities, and developing initiatives since the September 10 Board meeting. Andy will outline ideas for next and future Board meeting topics and solicit feedback.</p>	<i>Questions/input</i>
11:00	<p>Board Information Exchange and Drought Updates</p> <p><i>Members</i></p> <p>Members will highlight issues and share items of interest.</p>	N/A
11:30	<p>Announcements/Adjourn</p> <p>Next Board Meeting: December 3, 2021</p>	N/A

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DISBURSEMENTS - DATED NOVEMBER 4, 2021

Date Prepared 11/2/21

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 10/15/21	\$157,924.09
90427*	Internal Revenue Service	Federal & FICA Taxes PPE 10/15/21	66,136.63
90428*	State of California	State Taxes & SDI PPE 10/15/21	15,719.70
90429*	CalPERS	Pension Contribution PPE 10/15/21	40,934.43
90430*	CalPERs	November Insurance Premium (Employer \$53,138, Retirees \$11,847 & Employee Contribution \$11,143)	76,128.27
EFT*	US Bank	September Bank Analysis Charge (Lockbox \$912 & Other \$354 Less Interest \$55)	1,210.66
*E10275	Lincoln Life	Deferred Compensation 10/15/21 PPE	9,751.55
*E10276	Nationwide Retirement	Deferred Compensation 10/15/21 PPE	1,020.00
1	American Family Life Ins	October AFLAC-Employee Paid Benefit	3,085.53
2	American Water Works Assoc	Membership Renewals (McIntyre, Stompe, Clark, Ramudo, Williams & Pearlman) (1/1/22 - 12/31/22)	4,523.00
3	Anderson, Mona M.	Novato "Cash For Grass" Rebate Program	800.00
4	Arrow Benefits Group	September & October Dental Admin Fee	559.35
5	AT&T	October Internet Service	90.25
6	AT&T	Leased Lines	66.68
7	Barry, Ryan	Novato "Washer" Rebate Program	100.00
8	Bay Area Barricade Service	White Spray Chalk (3) (\$158), White & Blue Marking Paint (2) (\$98) & White Striping Paint	316.11
9	Bay Area Air Quality Mgmt Dist	Annual Permit Renewal Fee (To Operate Fuel Pumps)	404.00

Seq	Payable To	For	Amount
10	Bergstrom, Kyle	Exp Reimb: Safety Boots	200.00
11	Bold & Polisner	September Legal Fees-Potter Valley FERC-NMWD Portion (\$1,598) & General (\$5,940)	7,537.50
12	Butler Auto Glass	Replace Rear Window ('12 Ford F250)	384.00
13	Clyde, Karen	Exp Reimb: 6 Safety Bravo Gift Cards	331.52
14	Core & Main	Coupling, Elbows (7) (\$240), Vaults (2) (\$1,823) & Meter Stops (86) (\$5,393)	7,484.39
15	Cummings Trucking	Delivery of Rock (72 yds) (\$735) & Sand (47 yds) (\$700)	1,435.00
16	Diesel Direct West	Diesel (357 gals) (\$1,714) & Gasoline (753 gals) (\$3,308)	5,021.71
17	Draeger Inc	Fit Testing for SCBA Mask (STP)	1,275.00
18	EBMUD	6" Pipe Restraints for Old Ranch Road Tank No 2 Project (20)	1,432.92
19	Eddings, Jhana & David	Novato "Washer" Rebate Program	100.00
20	Energy Systems	Repair for Oceana Marin Generator (Balance Remaining on Contract \$6,681)	2,168.12
21	Environmental Resource Assoc	Performance Testing (Lab)	1,452.15
22	ETS	Prog Pymt #4: Provide Environmental Testing Services on Fill Materials (Old Ranch Rd) (Balance Remaining on Contract \$15)	290.00
23	Eurofins Eaton Analytical, Inc	Lab Services for UCMR4 Monitoring	300.00
24	Evoqua Water Technologies LLC	Service on Lab Deionization Systems	302.99
25	GHD Inc.	Prog Pymt #17: Kastania Pump Station Project (Balance Remaining on Contract \$29,293)	1,342.00
26	Grainger	Miscellaneous Maintenance Tools & Supplies	826.07
27	Hach Co.	Chlorine Reagent Powder Pillows (3) (STP & PRPT) (\$287) & Annual Service Contract for Hach Analytical Equipment @ STP (\$19,261) & PRTP (\$3,519)	23,067.55
28	Harland, Cynthia E.	Novato "Washer" Rebate Program	100.00

Seq	Payable To	For	Amount
29		Vision Reimbursement	54.02
30	Home Depot	Shades for Front Office Counter	388.75
31	Idexx Laboratories	Colilert Media for Recycled Water Testing (Lab)	2,638.18
32	Kaiser Foundation Health Plan	DMV/DOT Physical Exams (Castellucci & Reed)	230.00
33	Kelly Services, Inc.	Organic Chemist Temp Services (Lab) (76 hrs)	4,651.47
34	KP Promotions	Semi-Annual Uniform Order	1,733.39
35	Kuchem, Dorothy	Novato "Cash for Grass" Rebate Program	800.00
36	Londa, Manachem	Novato "Water Smart Landscape Efficiency" Rebate Program-Residential	89.39
37	Maher, Laura	Novato "Washer" Rebate Program	100.00
38	McGee, Barbara	Refund Overpayment on Closed Account	55.16
39	McMaster-Carr Supply Co	Bushing (\$163) & Bolts (22)	269.10
40	Miller Pacific Engineering	Prog Pymt#19: Old Ranch Road Tank (Balance Remaining on Contract \$68,682)	4,733.50
41	Oak Knolls Cooperative	Return Payment-Not Our Customer	6,520.53
42	Pace Supply	Flange Adapter (2) (\$1,176), Spool (\$307), Brass Nipples (3), Gaskets (30) (\$239), Primer (40 qts) (\$2,467) & 4' Probe Pipeline (2) (Less Credit of \$90 for Returned Coupling)	4,244.95
43	Paquette, Jonah	Novato "Toilet" Rebate Program	125.00
44	PG&E	Pumping Charges from 4/21-9/21 (End of Commodore/Webster Drive)	8,613.51
45	Point Reyes Light	Legal Notices on 10/07, 10/14 & 10/21/21 - Salinity Intrusion Into Pt Reyes Well Supply	585.00
46	PumpMan Norcal	Labor to Pull Pump From Gallagher NP-5 Well	825.00
47	Ramsey, Russell	Novato "Smart Irrigation Controller" Program	149.00
48	Red Wing Shoe Store	Safety Boots (Kane & Reed)	356.87
49	Ross, Alan	Novato "Cash For Grass" Rebate Program	248.50

Seq	Payable To	For	Amount
50		Vision Reimbursement	184.00
51	Suelzle, Kelly	Novato "Water Smart Landscape Efficiency" Rebate Program-Residential	118.13
52	Syar Industries Inc	EZ Street Asphalt (6 tons)	918.99
53	Tamagno Green Products	Sludge Removal from STP (75 yds)	2,625.00
54	Thomas Scientific	Endo Broth (Lab)	98.88
55	Univar	Sodium Hypochlorite (PRTP) (200 gal)	153.82
56	USA BlueBook	Ultra Sludge Judge (STP) & 33' Stripe Wands (2) (\$111)	221.91
57	US Postal Service	Meter Postage	1,000.00
58	VWR International LLC	Prospore Ampoule (20) (Lab)	105.98
59	Williamson, Matthew	Exp Reimb: Safety Boots	167.73
60	Winzer Corporation	Misc Hardware for Auto Shop	216.02
61	Yee, Everett	Novato "Pool Cover" Rebate Program	75.00
62	West Yost Associates	Prog Pymt#1: Provide Local Water Enhancement Study (Balance Remaining on Contract \$203,216)	21,384.25
63	Michael Yost	Refund Overpayment on Closed Account	7.02
64	YSI Inc	Temp Sensor for Stafford Dam	467.97
		TOTAL DISBURSEMENTS	<u>\$498,977.19</u>

The foregoing payroll and accounts payable vouchers totaling \$498,977.19 are hereby approved and authorized for payment.




Auditor-Controller Date 11/02/2021
 General Manager Date 11/2/21

DISBURSEMENTS - DATED NOVEMBER 11, 2021

Date Prepared 11/9/21

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 10/31/21	166,867.09
90432*	Internal Revenue Service	Federal & FICA Taxes PPE 10/31/21	70,622.63
90433*	State of California	State Taxes & SDI PPE 10/31/21	16,756.73
90434*	CalPERS	Pension Contribution PPE 10/31/21	40,574.16
90431*	US Bank Card	GFOA Membership Renewal (Blue) (\$160), Bathroom Fan (\$368) (STP), Water Bottles (Const/Maint) (17) (\$922), Landscaping Cost Book (\$320), Standing Desk (Front Counter) (\$413), Zoom for Board Meetings (\$47), Microsoft 365 Migration Project (\$469) & Misc. Supplies (\$290)	2,988.60
1	Alpha Analytical	Lab Testing	2,594.00
2	AT&T	Telephone (\$67), Fax (\$88), Leased Lines (\$142) & Data (\$286)	583.71
3	Building Supply Center	Parts for W.M. Tanks	3.66
4	CDW-Government, Inc.	Battery Backups (10) (\$742), & Trend Micro Apex One License (\$1,197)	1,939.03
5	Charles Custom Welding	Welding Services	990.00
6	W. Christensen	Refund Overpayment on Closed Account	67.92
7	Core & Main	Gate Valves (2) (\$3,337) & Rice Straw (20) (\$543)	3,879.96
8	DataTree	October Subscription to Parcel Data Info	100.00
9	Direct Line Inc	November Telephone Answering Service	191.50
10	E & M	Wonderware 1 Year Support & Maintenance Agreement	240.00

Seq	Payable To	For	Amount
11	Enterprise FM Trust	Monthly Leases for Chevy Colorado, Ford Ranger, F250's (2), Nissan Rogues (3), Nissan Frontiers (2) & F150's (4)	6,594.43
12	Environmental Express	Syringe Filters (200) (Lab)	243.53
13	Eurofins Eaton Analytical, Inc	Algal Toxins Monitoring for Harmful Algae Bloom In Stafford Lake (\$300) & Inhibitory Residue Test for Lab Certification (\$250)	550.00
14	Fiserv/Bastogne Inc.	Unable to Locate Account-Returned Payments (2)	303.92
15	Fisher Scientific	Pipets (24) (Lab)	206.29
16	Foge, Matthew	Refund of Deposit/New Development/WC Restriction-Novato	1,000.00
17	Freyer & Laureta, Inc.	Prog Pymt#1: Provide Engineering & Design Services for NMWD Hydropneumatic Pressure Stations (Balance Remaining on Contract \$93,570)	5,030.00
18	Friedman's Home Improvement	Sump Pump (\$373), PVC Conduit (\$449), Parts PRE 4C (\$471), Parts for Office HVAC (\$233) & Miscellaneous Maintenance Tools & Supplies (\$33)	1,559.12
19	Ghilotti Bros Inc	Refund Security Deposit on Hydrant Meter Less Final Bill	337.63
20	Goodpaster, Stacie	Exp Reimb: Lab Sample Shipping (\$139) & Registration Fee-CA-NV AWWA AFC21 Virtual Event (10/18-10/21) (\$325)	463.80
21	Grainger	16' Manhole Ladder (\$378), Construction Film (\$304), Replacement Sand Pump Motors for STP Filter #1 (\$1,547), Cordless Reciprocating Saw (\$381) & Miscellaneous Maintenance Tools & Supplies (\$1,184)	3,793.71
22	Harrington Industrial Plastics	2" Ball Valve	522.31
23	HERC Rentals Inc.	Generator Rental (1 month)	2,678.19
24	Hiner, Marge	Novato "Toilet Rebate" Program	125.00
25	Jennings, Margaret Lynne	Novato "Pool Cover" Rebate Program	75.00

Seq	Payable To	For	Amount
26	Jensen Instrument Company	Replacement Backwash Flow Meter Transmitter for STP	2,515.97
27	Kelly Services, Inc.	Organic Chemist Temp Labor (Lab) (51 hrs)	3,126.02
28	Kiosk Creative LLC	Prog Pymt#4 Drought Rules Postcard Mailer (\$2,468), Prog Pymt#5: Novato Waterline Design (\$1,605), Prog Pymt#6: W.M. Waterline Design (\$1,605) & Prog Pymt#7: Website Maintenance (\$699) (Balance Remaining on Contract \$43,518)	6,376.92
29	Lincoln Life Employer Serv	Deferred Compensation PPE 10/31/21	9,809.67
30	Liss, Julia	Refund of Deposit/New Development/WC Restriction-W.M.	1,000.00
31	The Madera Owners Assoc	Refund-Not Our Customer (2)	1,889.42
32	Marin County Tax Collector	Supplemental Possessory Interest Tax Bill (25 Giacomini Rd) (7/1/20-7/1/21)	713.91
33	Marin Landscape Materials	Sand Bags for Yard (50) (Due to Rain Storm), Bark (4 yds) (\$243) & Concrete (42 bags) (\$305)	589.05
34	Marin County Ford	Service Parts ('12 F250-\$101, Transit Cargo Van-\$76) & Repairs ('20 F250) (\$405)	581.83
35	County of Marin	Encroachment Permit (165 Caribe Isle Novato)	448.54
36	McGee, Barbara	Novato "Toilet Rebate" Program	125.00
37	McMaster-Carr Supply Co	Pipe Fittings (4) (\$86) & Parts for Gate (\$280)	366.12
38	Michael Baker International	Prog Pymt#12: Engineering Services Prepare Additional Inundation Map & EAP for Stafford Dam (Balance Remaining on Contract \$2,096)	580.00
39	Mutual of Omaha	November Group Life Insurance Premium	1,145.76
40	Nationwide Retirement Solution	Deferred Compensation PPE 10/31/21	920.00
41	Noll & Tam Architects	Prog Pymt#7: Provide NMWD Headquarters Upgrade A/E Services (Balance Remaining on Contract \$529,182)	103,934.00
42	North Bay Gas	Oxygen Hose (\$33), Nitrogen & Breathing Air (\$68) & October Cylinder Rental (\$45)	145.54

Seq	Payable To	For	Amount
43	Novato Builders Supply	Hardware Supplies & Concrete (2 yds) (\$380)	420.41
44	Office Depot	Miscellaneous Office Supplies	403.67
45	Pace Supply	Magnet Valve Cover Lifter (\$340), Hand Pump (\$310), Pipe Parts (2) (\$59), 2" Inserts for Plastic Service (20) (\$64), Fiberlyte Blank Bolt Down Lids (2) (\$238), Full Port Ball Valve (2) (\$144) & Dual Bell Restrainer (2) (\$140)	1,294.87
46	Pape Machinery Inc.	Service Parts ('09 John Deer Backhoe) (\$382), Hydraulic Oil for Equipment (\$466) & Equipment Parts (\$108)	955.63
47	Peterson Trucks	Service Parts ('12 International Dump Truck-\$115 & '02 5yd Dump Truck-\$320)	434.35
48	Pacific Gas & Electric Co	Power Service Design for 999 Rush Creek Place (\$2,500), Power Service Connection, Remaining Costs for Engineering Service & Installation (420 Drakes View) (\$650) & Refund Security Deposit on Hydrant Meter Less Final Bill (\$644)	3,794.20
49	Pini Hardware	Miscellaneous Maintenance Tools & Supplies	652.47
50	Pofsky, Jonathan	Novato "Pool Cover" Rebate Program	75.00
51	Quadient, Inc.	November & December Postage Meter Rental	286.18
52	R & B Company	Corp Stops (5)	1,470.18
53	Recology Sonoma Marin	October Trash Removal	541.78
54	Sass, Karen	Novato "Cash for Grass Rebate" Program	800.00
55	Scott Technology Group	Monthly Maintenance on Engineering Copier (10/21/21 - 11/20/21) (\$187) & Contract Overage Charge	203.77
56	Seastrand Engineering LLC	Pump Flange for Trumbull P/S	3,100.00
57	Soiland Co., Inc.	Asphalt Recycling (11 tons)	163.35
58	SPG Solar Facility XII, LLC	October Energy Delivered Under Solar Services Agreement	10,435.37
59	Staples Business Credit	Misc Office Supplies	712.46
60	USA BlueBook	Phenylarsine Oxide (Lab)	171.10

Seq	Payable To	For	Amount
61	Verizon Wireless	Cellular Charges: Data (\$1,185), Airtime (\$181) & iPads for Asset Management (\$200)	1,566.38
62	Verizon Wireless	Oct SCADA & AMI Collectors (\$650)	810.78
63	VWR International LLC	Graduated Cylinders (2) (\$73), Spinbar (10), Wipes (2,800), Conductivity Standards (\$96), Cold Packs (10) (\$60) & Nitric Acid (\$68) (Lab)	373.90
TOTAL DISBURSEMENTS			<u>494,815.52</u>

The foregoing payroll and accounts payable vouchers totaling \$494,815.52 are hereby approved and authorized for payment.

	<u>11/09/2021</u>
Auditor-Controller	Date
	<u>11/9/2021</u>
General Manager	Date

POINT REYES LIGHT November 4, 2021

Notice:

Seasonal salinity intrusion has occurred into two of North Marin Water District's wells serving the West Marin communities of Point Reyes Station, Olema, Inverness Park, and Paradise Ranch Estates. Now that sodium has reached 50 mg/L, North Marin Water District will be publishing this notice weekly to keep you informed about the sodium concentration in drinking water so you may be able to make informed dietary choices.

The table below lists the most recent concentrations for sodium in the West Marin water supply. While there is no direct health concern from salt for most people at this concentration, customers that are on sodium restricted diets should consult their physicians to see if additional sodium is a concern for them.

Date	Sodium	Chloride	Units
10/31 - 11/1/21	19.5 - 72.6*	30.6 - 161	mg/L *
10/25/21	35.7 - 79.3*	66.4 - 170*	mg/L *
10/17/21	35.0	62.6	mg/L *
10/10/21 - 10/11/21	26.0 - 81.0*	37.6 - 203*	mg/L *

mg/L= milligrams per liter

* This is a range from four different sample sites across the span of NMWD's distribution system.

On October 4th the sodium concentration in part of our system surpassed the 115 mg/L threshold representing 10% of the recommended daily intake for sodium (voluntarily set by NMWD). Accordingly, NMWD will be making treated drinking water with a lower salt content available to those customers on sodium-restricted diets. This water will be available at bottle filling stations on the former Coast Guard housing property, at the end of Commodore Webster Drive on Tuesdays 1:30 to 4:30 pm and Fridays 9:00 am to 1:00 pm. More information about this program can be found at www.nmwd.com/wq where you'll also find the annual report summarizing the high quality of the drinking water we serve to your tap.

Notice:

Seasonal salinity intrusion has occurred into two of North Marin Water District's wells serving the West Marin communities of Point Reyes Station, Olema, Inverness Park, and Paradise Ranch Estates. While the sodium concentration remains above 50 mg/L, North Marin Water District will be publishing this notice weekly to keep you informed about the sodium level in drinking water so you may be able to make informed dietary choices.

The table below lists the most recent concentrations for sodium in the West Marin water supply. While there is no direct health concern from salt for most people at this concentration, customers that are on sodium restricted diets should consult their physicians to see if additional sodium is a concern for them.

Date	Sodium	Chloride	Units
11/8/21	12.5 - 65.4	14.4 - 156	mg/L*
10/31 - 11/1/21	19.5 - 72.6*	30.6 - 161	mg/L*
10/25/21	35.7 - 79.3*	66.4 - 170*	mg/L*
10/17/21	35.0	62.6	mg/L*

mg/L = milligrams per liter

* This is a range from four different sample sites across the span of NMWD's distribution system.

More information about NMWD's water quality programs including the annual report summarizing the high quality of the drinking water we serve to your tap can be found at www.nmwd.com/wq.



Did you know?

Novato only received 8.6" of rain last year.

We are working every day to develop new water supplies both locally and with partners around the region: raising the height of Stafford Lake, expanding recycled water use, desalination and more.

Continue to conserve.
For more info visit:
nmwd.com/drought



**NORTH MARIN
WATER DISTRICT**

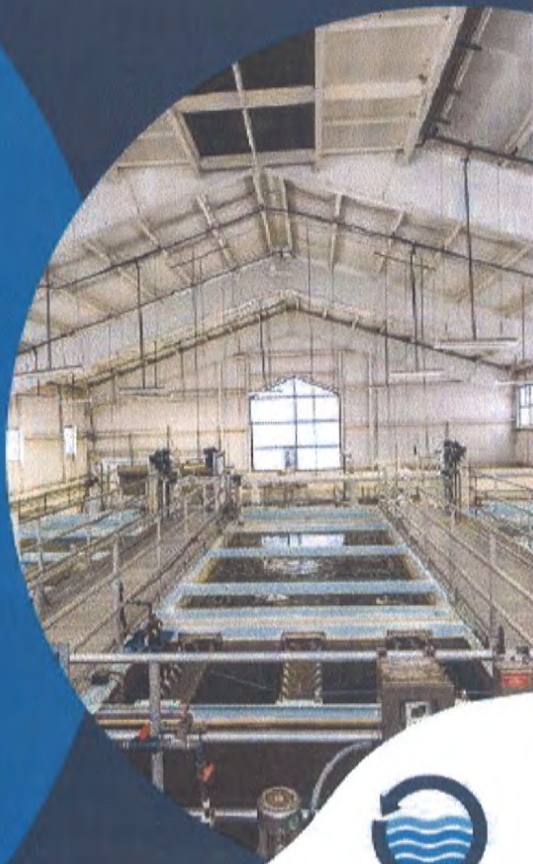
Did you know?

North Marin Water District is developing new water supplies right here in Novato.

This fall, the District began exploring new local water supply options: expanding water recycling, capturing and storing stormwater, desalination and more.

We will keep you posted as we learn more and provide opportunities to hear your ideas. Watch for more news.

Continue to conserve.
For more info visit:
nmwd.com/drought



Marin County drought tracker

Marin Independent Journal

The Marin County drought tracker features water supply and conservation numbers for the Marin Municipal Water District, the North Marin Water District and Sonoma Water.

Marin Municipal Water District

Total reservoir supply as of Oct. 28: 51%; 40,567 acrefeet Average water supply for Oct. 28: 66.7%; 53,082 acrefeet Water conservation, Oct. 22 to 28: 40% (8.5% increase from prior week) MMWD's mandated conservation target: 40%

North Marin Water District

Stafford Lake water supply as of Oct. 28: 32% (acrefeet amount not provided) Average water supply for Oct. 28 (since 1994): 43%; (acre-feet amount not provided) Note: NMWD fed about 1,100 acre-feet of Russian River water into Stafford Lake from February to April. Novato water conservation as of Oct. 24**: 31% (7% increase from prior update) Novato mandatory conservation target: 20% West Marin water conservation as of Oct. 24***: 35% (1% increase from prior update) West Marin mandatory conservation target: 25%

Sonoma Water

(provides 25% of MMWD's supply and 75% of NMWD's supply)

Lake Mendocino supply: 31%; 17,617 acre-feet **Lake Sonoma supply:** 48.9%; 119,891 acre-feet * conservation % is based on collective use compared to three-year average water use for this time period for 2018-2020 ** Novato conservation % compared to June 2020 water use *** West Marin conservation % compared to water use in June 2013, the last normal water year Sources: MMWD, NMWD, Sonoma Water

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Marin County drought tracker

Marin Independent Journal

By Will Houston

whouston@marinij.com

The Marin County drought tracker features water supply and conservation numbers for the Marin Municipal Water District, the North Marin Water District and Sonoma Water.

Marin Municipal Water District

Total reservoir supply as of Nov. 4: 52.5% ; 41,803 acre-feet Average water supply for Oct. 28: 66.25%; 52,712-acre feet Water conservation, Oct. 29 to Nov. 4: 45% (5% increase from prior week) MMWD's mandated conservation target: 40%

North Marin Water District

Stafford Lake water supply as of Nov. 5: 37% ; 1,575 acre-feet Average water supply for Oct. 28 (since 1994): 36% ; 1525 acre-feet Note: NMWD fed about 1,100 acre-feet of Russian River water into Stafford Lake from February to April. Novato water conservation as of Nov. 4** : 49% (18% increase from prior update) Novato mandatory conservation target: 20% West Marin water conservation as of Nov. 4***: 69% (34% increase from prior update) West Marin mandatory conservation target: 25%

Sonoma Water

(provides 25% of MMWD's supply and 75% of NMWD's supply) Lake Mendocino supply: 31% ; 18,057 acre-feet Lake Sonoma supply: 49.1% ; 120,233 acre-feet * conservation % is based on collective use compared to three-year average water use for this time period for 2018-2020 ** Novato conservation % compared to June 2020 water use *** West Marin conservation % compared to water use in June 2013, the last normal water year Sources: MMWD, NMWD, Sonoma Water

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Recent rains bring drought relief

MARIN MUNICIPAL

Supplies to last through 2022, but new water plans continue

Marin Independent Journal

By Will Houston

whouston@marinij.com

The Marin Municipal Water District will likely avoid depleting its main reservoir supplies next summer, according to new projections following last week's heavy rain.

But the county is not in the clear yet, with local supplies still well below normal for this time of year, officials said this week.

As such, plans will proceed for emergency water supply projects such as a proposed \$90 million, 8-mile pipeline across the Richmond- San Rafael Bridge that would pump in purchased Central Valley water.

"Absolutely the rain that we've received did relieve a bit of the pressure in terms of the hard deadline," said Ben Horenstein, the water district's general manager. "On the other hand, we need this rain to continue

and the weather as we all know has been very volatile.

"You can't just look at the start of the rain season. It unfortunately doesn't help you predict how the rest of the season is going to be," he said. "Right now, it's staying the course and continuing to monitor the weather, the rainfall, the benefits to storage and making decisions accordingly as we see things play out."

For months, the district was projecting that it could deplete supplies in its seven local reservoirs as soon as July or August in the event of a third consecutive dry winter. The reservoirs make up 75% of the water supply for 191,000 people in central and southern Marin. However, the last week of October dumped more than 18 inches of rain on Marin, which caused reservoir supplies to increase from less than a third of capacity to 52% of capacity in a matter of days.

Additionally, the state recently approved the district's petition to reduce dam water releases into Lagunitas Creek this winter meant to benefit endangered fish. This is expected to retain about 2,000-acre feet of water, or about 5% of the existing reservoir supplies, according to district water quality manager Lucy Croy.

As a result, the district projects reservoir supplies will last at least through the end of 2022 if residents continue conservation levels of at least 20%. Current projections show the district would end 2022 at about 20,000 acre-feet of supply, or about 25% of capacity, in case of a dry winter that produces only 25% of average runoff into reservoirs.

While this is good news compared to what was being projected before, reservoirs are typically 66% full at this time of year.

"We're about 10,000-acre feet less than we were last year," Larry Bragman, a district board member, said at the board meeting on Tuesday. "So, for sure, the drought is not over. To me, that number really says it all. We cannot be forgetting about what we've just gone through because we're not done."

Efforts to plan for the proposed Richmond-San Rafael Bridge water pipeline are ongoing.

The district already authorized spending more than \$23 million last month to buy necessary supplies and facilities to build the pipeline, which would extend from Richmond into San Rafael via the underside of the top deck of the bridge. A construction contract

of around \$40 million for the pipeline could come before the district in January.

While the pressure has been lessened by the new supply forecasts, the pipeline still faces many hurdles.

The project requires permits and approvals from a variety of federal, state and local agencies including the U.S. Bureau of Reclamation, the state Water Resources Control Board, the Federal Highway Administration, the cities of Richmond and San Rafael, Caltrans and the East Bay Municipal Utility District.

Paul Sellier, operations director of the Marin Municipal Water District, told the board that the district has begun "intense outreach efforts" in Richmond after residents and Mayor Tom Butt raised concerns about the project's impacts to their community and the district's lack of communication.

The district board also voted to authorize a permit application to the San Francisco Bay Conservation and Development Commission that would allow the pipeline work on the bridge to take place.

The district has yet to bring forward a proposal for water purchases, though staff said there have been promising talks with the Glenn-Colusa Irrigation District and the Yuba Water Agency.

Local environmental groups such as the North Coast Rivers Alliance and the Watershed Alliance of Marin have also challenged the water district's stance that the pipeline would be exempt from state environmental review because it is an emergency project.

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Friday, 11/05/2021 Page .A01Copyright Terms and Terms of Use

Upgraded Sonoma wells could help Marin supply

COPING WITH DROUGHTS

Would be safeguard if state cuts Russian River imports

Marin Independent Journal

By Will Houston

whouston@marinij.com

North Bay water suppliers are partnering to create what would essentially be a water banking system to draw from during times of drought — and replenish when supplies are ample.

The Sonoma Water agency has already begun the work to bring three existing wells in the Santa Rosa Plain online to supply another source of water to Marin and its other customers in response to the drought. The agency has reactivated these wells for every drought since 1977, but now plans to upgrade them for the first time to allow water to be injected back into them.

“You can store it for years even, however long until you need it,” said Jay Jasperse, Sonoma Water’s chief engineer and groundwater management director. “You can look at aquifers as below- ground reservoirs, but much bigger.”

Sonoma Water is a significant water supplier to Marin, providing about 75% of North Marin Water District’s water supply for about 60,000 residents in the Novato area and about 25% of the supply for the Marin Municipal Water District’s 191,000 residents in central and southern Marin.

The Sonoma agency has two main reservoirs at Lake Sonoma and Lake Mendocino and imports Russian River water into Marin through an aqueduct running from Petaluma into northern Novato. The agency also supplies water to the cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, the town of Windsor and Valley of the Moon Water Districts.

The project was inspired by two years of drought that have significantly strained water supplies for the agencies.

Sonoma Water's shrinking supplies in its two reservoirs prompted the state to ban about 1,800 water rights holders from diverting Russian River water and cutting water imports to customers such as Marin by 20%. Those restrictions have been temporarily lifted following the recent storms.



A stretch of Novato Boulevard winds along a section of Stafford Lake in Novato. The North Marin Water District's only reservoir at the lake would have been nearly empty had it not pumped in Russian River water this winter.

SHERRY LAVARS — MARIN INDEPENDENT JOURNAL



The shoreline of Nicasio Reservoir has receded beyond view from a sign along Nicasio Valley Road in Nicasio on Sept. 20.

ALAN DEP — MARIN INDEPENDENT JOURNAL

The North Marin Water District's only reservoir at Stafford Lake in Novato would have been nearly empty had it not pumped in Russian River water this winter. Marin Municipal Water District also faced depleting its main reservoir supplies by next summer until an atmospheric river in late October helped to bolster supplies.

Facing these challenges, the agencies decided earlier this year to expedite studies and projects to make local water supplies more resilient. The groundwater banking at the three Santa Rosa wells was among them.

"This time around not only are the wells being rehabilitated, they're also being engineered to provide for aquifer storage and recovery," North Marin Water District General Manager Drew McIntyre said. "This will be the first time that the design that gets implemented will allow water when there are natural flows in the Russian River to be pumped back into the aquifer."

The upgrades could be completed within the next two years.

All three wells will be able to produce about 6 million gallons per day, which equates to about 10% of the capacity on the Russian River during the winter, according to Sonoma Water's water resources manager Don Seymour. The first completed well can produce about 1.5 million gallons per day.

For Marin, these groundwater supplies won't mean it will be able to draw more Sonoma water than it is contractually allowed to. Rather, the benefit will be allowing Marin water districts to still obtain water from Sonoma Water even if the state cuts or curtails Russian River imports in future droughts similar to what happened this year.

"This would be a separate source so it's adding to our portfolio of water supplies," Jasperse said.

The three wells have not been used since the last drought in 2016. In the interim years, new state regulations require Sonoma Water to upgrade the wells' chlorination treatment systems. These upgrades have been completed on the smallest of the three wells, which was reactivated in mid-October, Jasperse said. Sonoma Water plans to upgrade the other two wells in the coming year so that more water can be produced. Once completed, the agency plans to begin upgrading all three wells with equipment, allowing them to store Russian River water when supplies are flush. Completing these upgrades could take up to two years, according to Jasperse.

Refilling the wells will require an injection system that Jasperse said is used in other aquifers throughout the state and has previously been tested in Sonoma.

The Santa Rosa Plain's aquifer has several layers, Jasperse said. The shallowest layer is able to store water but doesn't produce as much supply as the deeper layer that is separated from it by a layer of clay. Once completed, the injection system would allow the agency to pump in Russian River water to this deepest layer through pipes down into a distribution system and into the well to create a figurative "bubble" of supply in the aquifer, Jasperse said.

Rehabilitating the first well cost about \$1.1 million and was paid for by Sonoma County and the Sonoma Water agency. This did not include the groundwater recharge upgrades.

For the other two wells and the groundwater injection upgrades, Sonoma Water is seeking more than \$2 million in grants from the state's recently created \$200 million fund for emergency drought projects, Jasperse said. Applications for the first rounds of funds are due Nov. 19. The various water contractors, including the two Marin districts, will pay for any remaining costs not covered by the grant.

Jasperse said more design work needs to be completed before a total cost estimate can be provided.

Sonoma Water is also working with MMWD on a nearer-term effort to import more Russian River water into Marin during the wetter winter and spring months when flows are naturally higher.

The idea is to allow the Marin district to pump this imported water directly into its system between October and May, which would reduce the demand on its seven reservoirs in the Mount Tamalpais watershed. This extra water would not come from Sonoma Water's reservoir releases, but from excess flows naturally occurring from rainfall runoff that would normally just flow into the ocean.

MMWD Operations Director Paul Sellier said this agreement could allow it to obtain another 6,000-acre feet of water above the 5,300 acre-feet of water it normally takes.

"It's not a drought buster for us, it's just that we've got to work to really maximize every source of water that we can," Sellier told the MMWD Board of Directors at its Tuesday meeting.

But there's a snag. The Marin Municipal Water District is contractually able to buy a maximum of 14,300 acre-feet of Russian River water each year, but has historically never been able to draw that amount because of constraints in the North Bay Aqueduct. Currently, the district can only draw in 9,000-acre feet, Sellier said.

The 9-mile aqueduct carries treated Russian River water to the North Marin Water District, which then wheels the water to the Marin Municipal Water District.

Prior to 2014, the aqueduct required the aid of the Kastania Pump Station near Petaluma in order to bring the water into Marin. But construction work on the Highway 101 widening project in northern Marin and Sonoma, known as the Marin-Sonoma Narrows project, required about 5 miles of the aqueduct to be relocated. The North Marin Water District saw this as an opportunity to upgrade and expand the capacity of this waterway. The result in 2014 was an aqueduct that used gravity flow to transport the water into Marin rather than a pumping station and increased the pipe diameter from 30 to 42 inches, McIntyre said.

These upgrades nullified the need for the Kastania Pump Station, or so it seemed.

However, when the North Marin Water District needed to draw more Russian River water, such as when it partially refilled Stafford Lake this winter, it limited how much water MMWD was able to take.

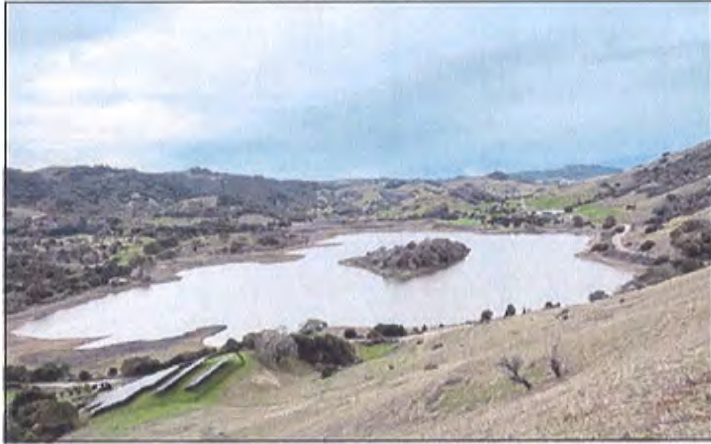
In order to obtain the extra winter flows from Sonoma Water, the MMWD now plans to restore the Kastania Pump Station at a price of about \$1.7 million.

“Now that we find ourselves in this drought condition we realize that we need to get Kastania back in service in order to bring additional water down to meet our contractual allotments,” district Engineering Director Crystal Yezman told the board.

The pump station was built in 1977 and was run by the district until 1999 when it was sold to Sonoma Water for \$1. Sonoma Water operated the station until the aqueduct upgrades were completed.

Last week, the MMWD board voted unanimously to take back ownership of the pump station and repurchase the station for \$1. The board also authorized its staff to enter into an emergency construction contract to begin the restoration work. Construction is estimated to begin later this month and be completed by the end of January 2022, according to staff.

“There is a significant drought emergency that exists and it really requires immediate rehabilitation of this facility,” district construction manager Mark Kasraie told the board.



The North Marin Water District's only reservoir at Stafford Lake in Novato would have been nearly empty had it not pumped in Russian River water this winter.

SHERRY LAVARS — MARIN INDEPENDENT JOURNAL

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Sunday, 11/07/2021 Page .A01Copyright Terms and Ter

Appeal fails in battle on well

NORTH MARIN WATER DISTRICT

Coast regulators back plan to ease salt influx

Marin Independent Journal

By Will Houston

whouston@marinij.com

State regulators have rejected a challenge against a West Marin project meant to alleviate worsening saltwater contamination in water wells.

The North Marin Water District is proposing a new well about a mile east of Point Reyes Station. It says the project would provide a new source of water unaffected by saltwater intrusion.

Two of the district's three wells that serve about 1,800 coastal residents have long been subject to regular saltwater contamination because of their lower elevation near Tomales Bay as well as factors such as drought, sea-level rise and dam removal. The residents are in Point Reyes Station, Olema, Paradise Ranch Estates and Inverness Park.

But two years of drought have caused saltwater concentrations in the water to reach levels that district officials say are no longer healthy to drink for ratepayers on salt-restricted diets. In response, the district took the unprecedented action of setting up an emergency water refilling station in Point Reyes Station last month for the residents.

The district's third well at the Gallagher Ranch is further inland and is unaffected by this contamination, but does not produce the full amount of water as originally planned. In response, the district planned to build a second well at the ranch this year to add a redundant source of salt-free water and produce the 300 gallon-per minute flow that it has been seeking.

An Inverness environmental organization, Save Our Seashore, challenged the county's approval of the project earlier this year. The group's founder, Gordon Bennett, said the district had not conducted adequate studies on the impacts that a second well would have on the water flows of the nearby Lagunitas Creek as well as the endangered and threatened fish species such as coho salmon and steelhead trout.

The Marin County Planning Commission and Board of Supervisors both rejected appeals, prompting Bennett to take the issue to the California Coastal Commission on Oct. 15.

“I’m not opposed to the second Gallagher well that would eliminate the salt problem if its impacts on endangered and threatened fish on the creek are studied and properly mitigated,” Bennett told the commission. “But North Marin, again, did neither. So, this isn’t about salt in the water, it’s about fish in the water.”

Bennett could not be reached for comment.

Water district staffers, including Drew McIntyre, the general manager, said the project will be monitored by multiple agencies, including the California Department of Fish and Wildlife and State Water Resources Control Board, for any potential impacts. The district also has the ability to call on the Marin Municipal Water District to release from its Kent Lake reservoir into Lagunitas Creek should water levels dip below state-mandated levels.

These measures, McIntyre told the commission, would “ensure no harm to the stream habitat and associated species.”

Water district officials have said the well project could have been completed this summer and would have prevented the need for an emergency water tank to be set up in Point Reyes Station last month. Bennett has said that the district should have taken the proper steps and studies before pursuing the project.

“If North Marin were truly concerned about salt, they could have installed, decades ago, freshwater tanks and equipment to monitor salt levels continuously instead of once a week and then guessing,” Bennett told the commission.

The commission and its staff concurred with the district and voted unanimously to deny Bennett’s appeal.

“Everybody wants the creek to be protected,” commission district director Dan Carl told the panel last month. “The county relied on studies that showed that the project would protect the creek, the county required that the creek be protected including through water board and fish and wildlife signoffs.”

Marin County Supervisor Katie Rice, a member of the coast commission, said the board approved the project because it “had confidence in the structure of it towards doing that fishery protection and environmental protection.”

The second Gallagher well project is not expected to begin construction until early 2022 at the earliest, according to McIntyre.

Bennett has previously stated that he planned to appeal the project to the State Water Resources Control Board should the California Coastal Commission reject his challenge. A spokesman for the board said staff were unaware of any appeal being filed as of Friday afternoon.

NEVER GIVE UP UNTIL THEY BUCKLE UP .

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Monday, 11/08/2021 Page .A01Copyright Terms and Terms of Use.

Storms hike water supply, but conservation still urged

MARIN COUNTY

Officials remain cautious as reservoir levels improve

Marin Independent Journal

By Will Houston

whouston@marinij.com

Marin County was the bull's-eye of the latest atmospheric river that arrived this week, bringing more rain to Mount Tamalpais than anywhere in the Bay Area and further easing concerns about the county's drought-strained water supplies.

The storm on Monday and Tuesday followed a significantly stronger atmospheric river last month that brought more October rainfall to some parts of Marin than in more than 130 years.

The Oct. 24 storm dumped 26 inches of rain on Mt. Tamalpais, soaking soils parched after two years of drought. This allowed much of the water from the nearly 5 inches of rain that fell on the mountain this week to flow into local reservoirs located in the watershed below.

"They definitely got the bulk of the rainfall in the Bay Area," said National Weather Service meteorologist Jeff Lorber.

Storage levels in the Marin Municipal Water District's seven reservoirs, which provide water for about two-thirds of county residents, increased from a low of 32% of capacity on Oct. 20 to nearly 55% as of the end of Tuesday, the most recent data available.

This week's storm increased capacity from about 53% to 55%, but storage levels are expected to continue increasing in the coming days as more runoff makes its way into the reservoirs.

That said, the reservoirs are typically about 66% full at this time of year.

"A couple of our much smaller reservoirs are full and are spilling but our larger reservoirs are still not full so we're definitely not back up to full capacity yet," Marin Municipal Water District spokeswoman Emma Detwiler said.

Local water officials said these past two storms were not enough to make up for two consecutive years of drought and that there is no guarantee the region will see any more significant rainfall this winter.

“If temperatures warm up and people let their guard down and turn irrigation systems back on and abandon those good conservation habits, we can really find ourselves back to much-below-average storage pretty quickly,” Detwiler said. But the outlook on local water supplies has improved significantly compared to just three weeks ago.



Sightseers get a view of the Golden Gate Bridge in the Marin Headlands on Tuesday. This week’s storm increased reservoir capacity to 55%.

SHERRY LAVARS — MARIN INDEPENDENT JOURNAL



Scottie Barksdale, 12, of Novato hops away after exploring under Buck Gulch Falls in Novato on Thursday.

ALAN DEP — MARIN INDEPENDENT JOURNAL

The district recorded about 22 inches of rain at its Lake Lagunitas gauge in the past two weeks, which is about 2 inches more than it recorded in the entire winter of 2020-2021.

For most of this year, the district projected it could deplete its reservoirs, which make up about 75% of its supply, as soon as July if the region experienced a similarly dry winter as last year. Last winter was the district's second driest in 143 years of rainfall records.

Updated forecasts released this month now show supplies are expected to last through all of 2022, though at just 25% of capacity by the end of the year, if residents continue conserving.

The district is continuing to plan for emergency backup water supplies including a potential 8-mile, \$100 million pipeline across the Richmond-San Rafael Bridge that would pump in water purchased from the Sacramento Valley.

The smaller North Marin Water District also saw a supply boost at its Stafford Lake reservoir just outside of Novato. Just under an inch of rain fell at the lake, restoring about 1.5% of its storage capacity and bringing up total storage to 37%. The average storage for this time of year is 35%, according to Drew McIntyre, the district general manager.

However, the reservoir likely would have been near empty at this time had the district not pumped imported Russian River water into the lake last winter.

Stafford Lake makes up about 25% of the water supply that serves more than 60,000 residents in the greater Novato area. It is typically tapped during the summer months when irrigation causes water demand to double.

The bulk of the district's supply comes from Russian River water imports from the Sonoma Water agency. Sonoma Water provides 75% of the North Marin Water District's supply and 25% of the Marin Municipal Water District's supply.

Sonoma Water's two main reservoirs, Lake Sonoma and the smaller Lake Mendocino, have had some improvements from the two recent storms. As a result, the state temporarily lifted curtailments on water imports and diversions from earlier this year, including a 20% cut to imports into Marin.

The supply at Lake Sonoma increased from about 43% of capacity in October to nearly 50%, and Lake Mendocino's supply increased from about 22% of capacity to nearly 36%.

This latest storm might be the last rain the Bay Area gets for some time. Long range weather forecasts show that much of the state will remain dry for most of next week and possibly into the end of the month, though this might change.

Also, temperatures are expected to be "well above normal" from Friday through Sunday, possibly reaching 6 to 12 degrees higher than normal, according to the National Weather Service.

The higher temperatures will work to dry out the soils. The combination of heat and a prolonged period of dry weather would require more rain to fall before runoff is generated.

“We have seen that those impacts do make a difference in terms of how much water ends up in the reservoirs,” Detwiler said.

The U.S. Drought Monitor run by the federal government and University of Nebraska-Lincoln showed Marin County and about half of the state being in an “extreme” drought as of Thursday, which is the second- highest category for drought intensity.

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Friday, 11/12/2021 Page .A01

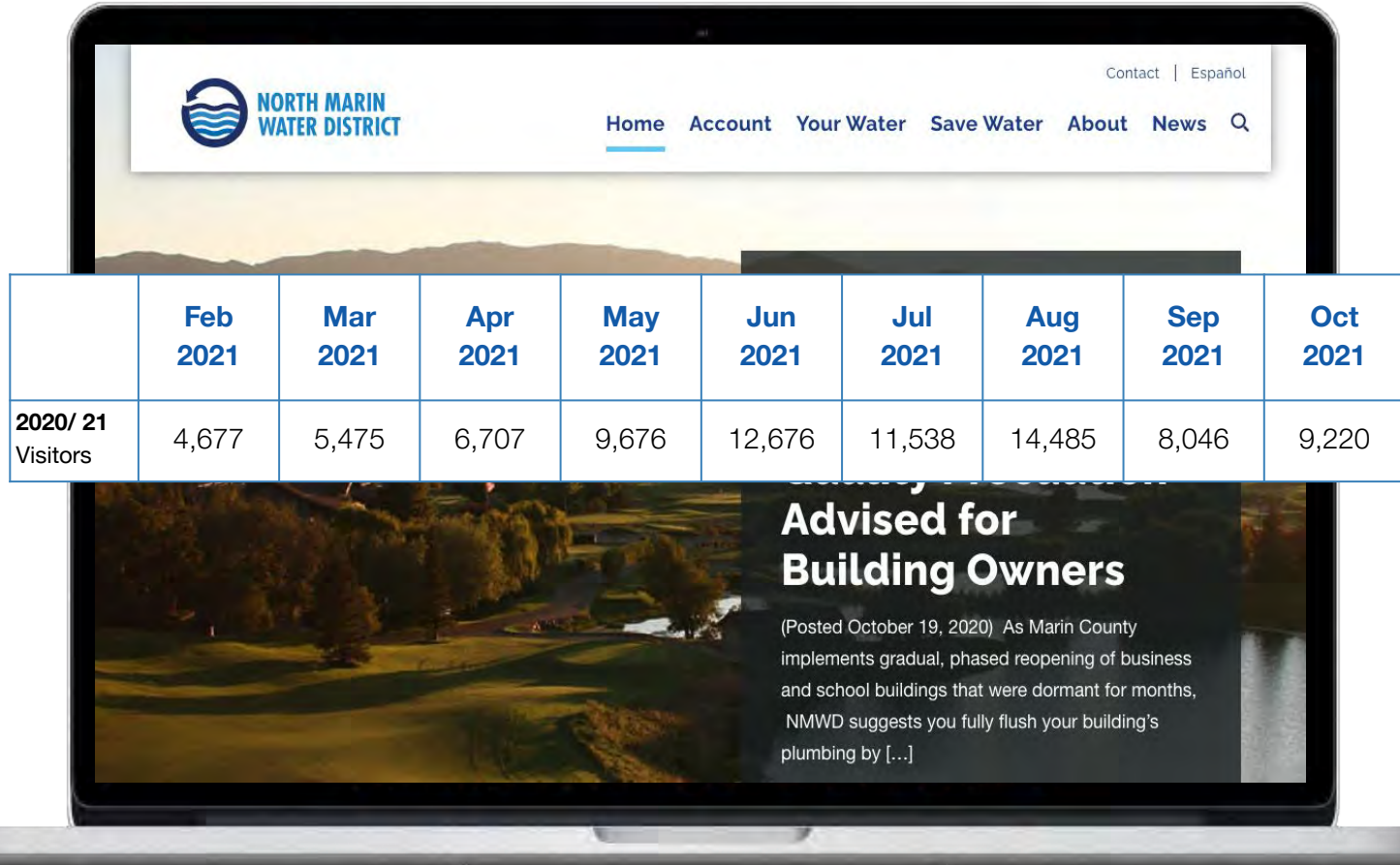


**NORTH MARIN
WATER DISTRICT**




Web & Social Media Report

October 2021

Website Statistics



Social Media Followers

	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021	Jul-2021	Aug-2021	Sep-2021	Oct-2021
 Facebook Followers	1,181	1,185	1,183	1,181	1,178	1,181	1,191	1,291	1,313
 Twitter Followers	24	29	28	35	42	44	52	57	61
 Instagram Followers	457	469	482	497	516	536	549	573	593



NMWD Most Visited Pages

Pages	Unique Pageviews	% of Total
Home	5,179	30.47%
Watersmart	2,228	13.30%
Online Billing	1,954	12.71%
Weather & Production Statistics	1,432	8.51%
Novato water	380	2.14%
Save water outdoors	253	1.39%
Save water indoors	234	1.38%
Contact	220	1.27%
Drought is here	202	1.26%
Recycled Water	166	1.20%



October News

West Marin Low Sodium Water Fill Station

(Posted October 7, 2021)

Location: [Commodore Webster Drive, Point Reyes Station](#)

Hours of operation

Tuesday 1:30pm – 4:30pm

Friday 9:00am – 1:00pm

Water at this fill station is available to NMWD West Marin service area customers with sodium restricted diets for drinking and cooking while the water in the system has a sodium concentration above 115mg/L. Please bring your own portable containers or bottles.

If you have questions please call 415-761-8929



October News

Drought Drop-By Event #3

(Updated October 21, 2021)

Thank you to all of the customers that came out to our third Drought Drop-By event on Saturday October 9th. We had over 300 customers come by to receive the drought kit. If you were unable to attend, there are a limited number of leftover kits available at the District's front counter (Open M-F, 10am to 2pm).

North Marin Water District is holding a third Drought Drop-by event

Saturday, October 9, 2021

From 8am-12pm (noon)

999 Rush Creek Place, Novato



October News

Water Conservation Ordinance Extended Past November 1, 2021

(Posted October 21, 2021) On October 19, 2021 the Board adopted a second Amended Emergency Water Conservation Ordinance No. 41 (Ordinance 41) for the Novato Service Area to extend the non-essential water use prohibitions, suspension of new connections to the system and drought surcharge (that went into effect July 1, 2021) past November 1, 2021. The Amended Ordinance No. 41 now specifically requests that Stage 2 mandated 20% (Novato Service Area Wide) reduction in water use to be achieved with non-essential water use prohibitions and the current drought surcharge continue until such a time that the Board declares that Stage 2 conditions no longer exist.





October Social Media Highlights | Facebook



5,822 people reached | 272 engagements

Engagements include likes, reactions, clicks and comments



171 people reached | 25 engagements





October Social Media Highlights | Facebook



3 people reached | 7 engagements

Engagements include likes, reactions, clicks and comments



147 people reached | 17 engagements





October Social Media Highlights | Facebook



2 people reached | 2 engagements

Engagements include likes, reactions, clicks and comments



122 people reached | 64 engagements





October Social Media Highlights | Facebook



0 people reached | 2 engagements

Engagements include likes, reactions, clicks and comments



128 people reached | 11 engagements





October Social Media Highlights | Facebook



0 people reached | 4 engagements

Engagements include likes, reactions, clicks and comments



116 people reached | 7 engagements





October Social Media Highlights | Facebook



115 people reached | 18 engagements

Engagements include likes, reactions, clicks and comments

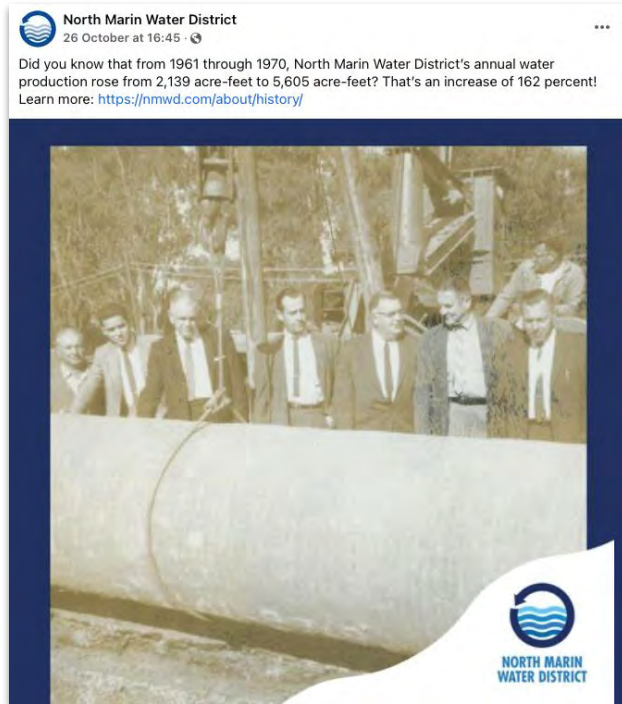


91 people reached | 6 engagements





October Social Media Highlights | Facebook



81 people reached | 9 engagements



0 people reached | 0 engagements

Engagements include likes, reactions, clicks and comments





October Social Media Highlights | Facebook



67 people reached | 2 engagements

Engagements include likes, reactions, clicks and comments





October Social Media Highlights | Twitter



North Marin Water District @NorthMarinWater · Oct 4

Customers are welcome and encouraged to attend North Marin Water District's virtual board meeting tomorrow. See the agenda for how to join by phone or Zoom: nmwd.com/meetings

Board of Directors Meeting

Tuesday, October 5th
6:00pm



North Marin Water District @NorthMarinWater · Oct 5

North Marin Water District is holding a third Drought Drop-by event on Saturday, October 9. 💧 Make sure to stop by at our 999 Rush Creek Place office and get your free Drought Tool Kit! COVID-19 safety procedures will be in place. Visit ow.ly/wh4J50Gmhl4 for more details.

Drought Drop-by

Saturday, October 9
From 8am
Until Noon





October Social Media Highlights | Twitter



North Marin Water District @NorthMarinWater · Oct 7

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#) & we're grateful for our [#WaterProfessionals](#)! Jessica Nommsen, a chemist in our Water Quality Lab, ensures NMWD water quality meets or surpass federal and state drinking water standards. [#CAWaterWeek](#) [#WomenInWater](#) [#ThankWaterPros](#)



California
WATER
PROFESSIONALS
APPRECIATION
WEEK



NORTH MARIN
WATER DISTRICT



North Marin Water District @NorthMarinWater · Oct 7

It's California Water Professionals Appreciation Week, and we are grateful for all our [#WaterProfessionals](#) at NMWD! Joe Kauwe is an Engineering Tech, and one of our longest serving employees here at NMWD (he's been here for over 41 years!). [#WeAreCAWater](#) [#CAWaterWeek](#)



California
WATER
PROFESSIONALS
APPRECIATION
WEEK



NORTH MARIN
WATER DISTRICT





October Social Media Highlights | Twitter



North Marin Water District @NorthMarinWater · Oct 8

...

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! James Lemos, one of our Electrical Mechanical Technicians, is pictured here with one of our portable power generators which ensures we can power our pump stations to send water into the system during a PSPS.



WATER
PROFESSIONALS
for water professionals



North Marin Water District @NorthMarinWater · Oct 8

...

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! Brad Stompe, Water Distribution and Treatment Plant Supervisor, is seen collecting water samples for testing at Stafford Lake Treatment Plant to ensure all impurities are removed before being delivered to customers' taps.



WATER
PROFESSIONALS
for water professionals





October Social Media Highlights | Twitter



North Marin Water District @NorthMarinWater · Oct 9

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! Brian Northen, one of our construction team utility workers, is at a recent project on Rowland Way. Our construction crews are constantly working to build, improve and maintain public water pipes, systems, tanks, and facilities.



California
WATER
PROFESSIONALS
APPRECIATION
WEEK



North Marin Water District @NorthMarinWater · Oct 9

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! Engineering Tech, Susan Dove, is pictured filing "as-built" plans for a completed project. The Engineering team reviews applications and develops plans for new and upgraded water service requests in our District.



California
WATER
PROFESSIONALS
APPRECIATION
WEEK





October Social Media Highlights | Twitter



North Marin Water District @NorthMarinWater · Oct 9

...

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! David Ladd, Operations Maintenance Program Assistant, is pictured in front of a tank of recycled water. NMWD provides clean, safe, tertiary-treated recycled water for residential customers to water plants and landscapes.



LOCAL
WATER
PROFESSIONALS
APPRECIATION
WEEK



North Marin Water District @NorthMarinWater · Oct 10

...

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! Dan Garrett and Roy Foster wear protective suits and masks to check the chlorine tanks at our Treatment Plant. Adding precise amounts of chlorine provides for disinfection and safeguards against waterborne diseases.



LOCAL
WATER
PROFESSIONALS
APPRECIATION
WEEK





October Social Media Highlights | Twitter

 **North Marin Water District** @NorthMarinWater · Oct 10 ...

It's [#CaliforniaWaterProfessionalsAppreciationWeek](#)! Maintenance Supervisor, Kent LeBrun, is seen carrying out routine maintenance checks at the San Marin Pump Station. The station houses three 100-horsepower pumps that send millions of gallons of potable water to storage tanks.



 **North Marin Water District** @NorthMarinWater · Oct 22 ...

Remember to turn off your automatic irrigation systems during and within 48 hours after measurable rainfall. Visit nmwd.com/drought for more info. [#savewater](#) [#droughtishere](#) [#cawater](#)



New Drought Rules:
**Don't irrigate
during rainfall, or for
48 hours afterwards**

For more info visit:
nmwd.com/drought







October Social Media Highlights | Twitter





October Social Media Highlights | Twitter

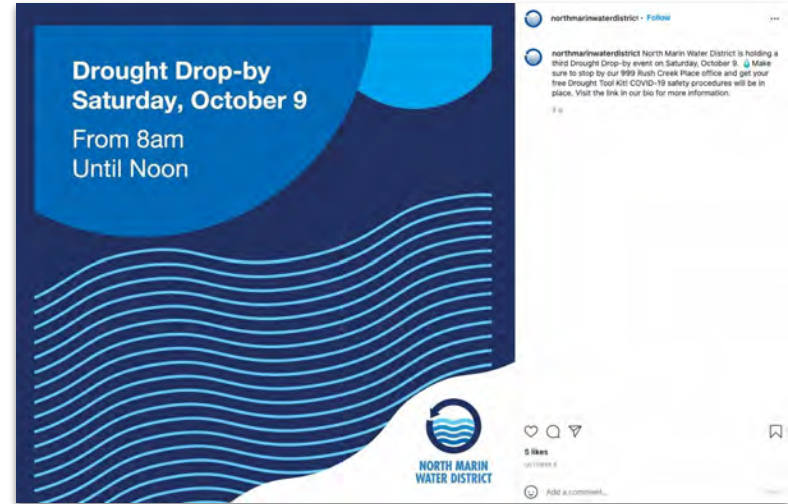




October Social Media Highlights | Instagram



5 likes



5 likes





October Social Media Highlights | Instagram



23 likes



14 likes





October Social Media Highlights | Instagram



7 likes



10 likes

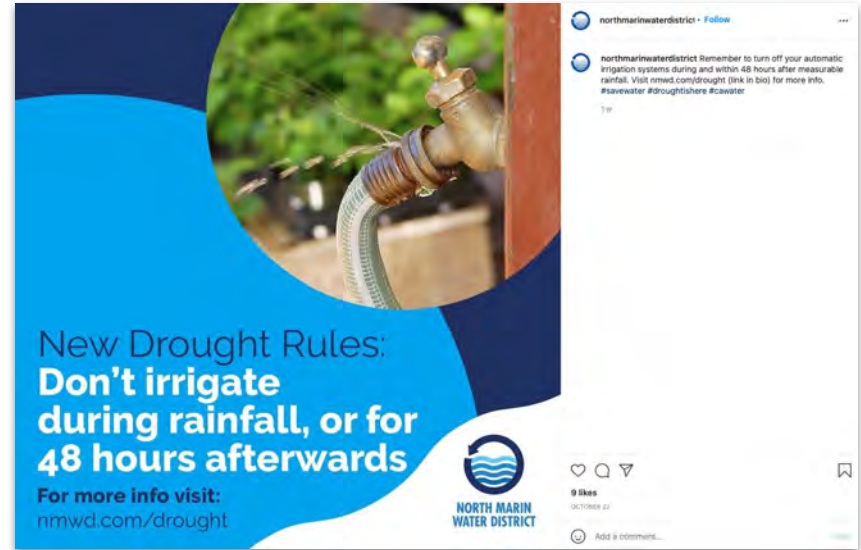




October Social Media Highlights | Instagram



9 likes



9 likes





October Social Media Highlights | Instagram



6 likes

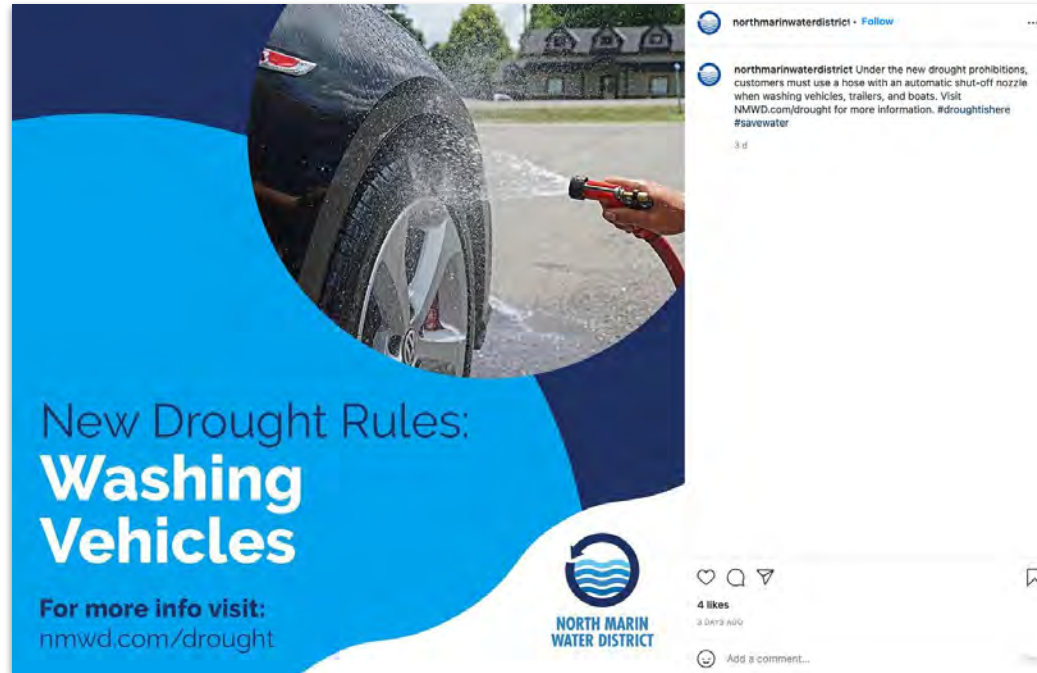


8 likes





October Social Media Highlights | Instagram



4 likes



Fall 2021 Waterline

The Waterline

Novato Service Area Newsletter | Issue 47



We are developing new water supplies

Drew McIntyre, General Manager

Since 2018, our top strategic goal is to increase water supply reliability. In 2018, the District's Strategic Plan was updated, and Goal No. 1 was to increase long-term water supply reliability. We have been working to increase the water supply since then.

- In 2019, the District jointly funded a regional project identifying ways to ensure long-term water reliability throughout the region.
- In Winter 2021, anticipating water needs during this severe drought, we imported water during winter to refill Lake Stafford to over one-half capacity by the end of April for use this summer. This is equal to about 14% of our yearly water supply.
- In October 2021, the District will begin evaluating potential new local water sources via a Local Water Supply Enhancement Study. Everything is on the table, from increased water recycling to desalination.

We will keep the public informed as we learn more from these projects to identify water supply opportunities and invite customer questions and input.

While we develop new water supplies, we encourage our customers to continue to track and conserve water. I am pleased to report that our customers are on track to achieving the required 20% cutback in water use compared to the same period in 2020.



Please visit our website at nmwd.com and take advantage of our water conservation programs and rebates, WaterSmart portal, Drought Guide, and more.

Learn how the expanded recycled water system helps make our water supply more drought resistant (see page 2).

Fall is here: Time to turn off your irrigation systems

Shorter days and cooler temperatures are here. Remember to turn off or turn down your irrigation system as soon as possible. As plants slow their growth with decreasing sunlight, they need much less water. This effort will help achieve our community water use reduction goals into the winter.

The Waterline

West Marin Area Newsletter | Issue 20



Water supply update Fall 2021

Drew McIntyre, General Manager

In previous Waterlines we reported on unprecedented salinity intrusion levels occurring in two wells which North Marin Water District uses as sources of drinking water in the West Marin system. These wells, located near the former Coast Guard housing property in Point Reyes Station, have experienced periodic and seasonal salinity intrusion for many years but reached new highs in the 2020-2021 drought period. In 2015, NMWD completed permitting and construction of a well and pipeline that brings water from a different source, out of the reach of tides. This third well is situated a mile and a half east of Point Reyes station adjacent to the Gallagher ranch. Unfortunately, the third well is unable to produce enough water to meet 100% of the summer month volume demands and the salinity intrusion at the Coast Guard wells has continued to worsen. North Marin Water District continues to actively work on permitting approval to construct a second well at the Gallagher ranch site to provide an additional supply of water that is not prone to salinity intrusion. Although permitting delays have slowed our schedule, we are doing all we can to have this new source constructed and available for water supply in 2022.

Emergency water conservation measures remain in place as dry year conditions continue on Lagunitas Creek. This was the first time there have been two consecutive dry years since Water Right Order 95-17 was adopted by the State Water Board in October 1995, and 2014 was the only other prior single dry year condition. In 2020, as a result of dry year conditions, the Board of Directors declared a water shortage emergency



PRE tank 4 construction

in NMWD's West Marin Service Area on May 5, 2020, and an Emergency Water Conservation Ordinance was adopted (No. 39).

The water shortage emergency condition declared by the Board of Directors last year remains in effect this year. Beginning on July 1, 2021, a mandatory 25% reduction in water use (Stage 2) went into effect (when compared to the corresponding billing period in 2013). Customers are also required to implement other measures to help eliminate waste and conserve water. We are pleased to report that West Marin customers are exceeding this goal in 2021 (above 38%) and have conserved 29% more water than in summer 2020. Thank you very much for your effort to conserve water use during this second drought year.

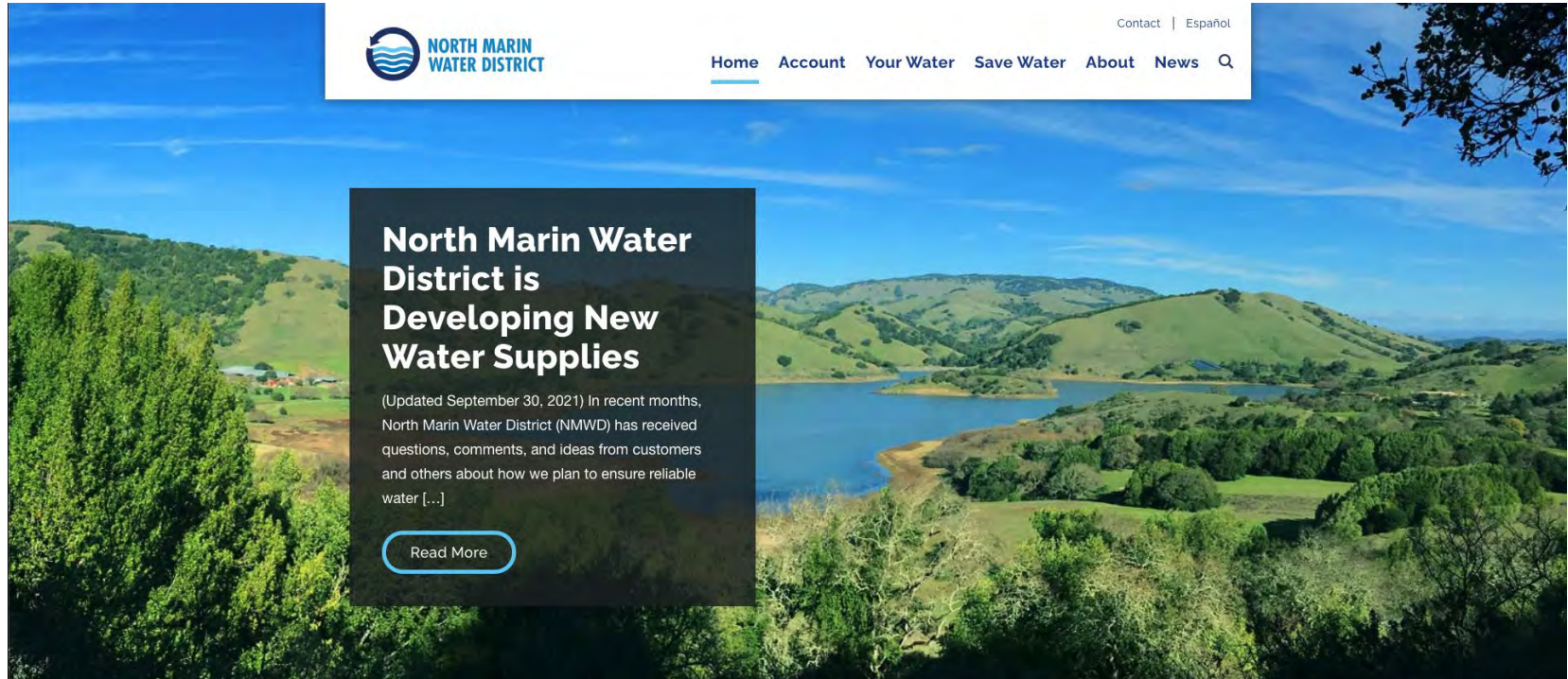
The drought is not over, and customers are encouraged to use water efficiently this fall and participate in NMWD Water Use Efficiency Programs described below and at nmwd.com/drought.

Novato Issue 47

West Marin Issue 20



Homepage Image Update



What's Next?

- Kiosk to design 'Did you know?' series of print ads for NMWD to run in the Marin IJ, with corresponding social media posts
- Kiosk to launch NMWD Facebook "Likes" Campaign on Nov. 1st.



Thank You

19