



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 October 20, 2026 – 4:00 p.m.
 Location: 999 Rush Creek Place
 Novato, California

Information about and copies of supporting materials on agenda items are available for public review at the District Office, at the Reception Desk, by calling the District Secretary at (415) 897-4133 or on our website at nmwd.com. 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.

Item	Subject
	CALL TO ORDER
1.	PRESENTATION BY NHA ADVISORS AND JONES HALL: FUNDING CAPITAL IMPROVEMENT PROJECTS AND DISCLOSURE TRAINING
2.	GENERAL MANAGER'S REPORT
3.	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.
4.	STAFF/DIRECTORS REPORTS
	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.
5.	Consent - Approve: Minutes from Regular Meeting, October 6, 2026
	ACTION CALENDAR
6.	Approve: Joint Exercise of Powers Authority (JPA) Formation for Capital Financing Resolution
7.	Approve: Revisions to Regulations 6 and 36 Related to Cross-Connection Resolution
8.	NEWS AND MISCELLANEOUS REPORTS Disbursements – Dated October 8, 2026 Disbursements – Dated October 15, 2026 Monthly Progress Report NOAA Seasonal Precipitation Outlook – Nov, Dec 2026 – Jan 2027 The Momentum is Building for Better Water Data in California <u>New Articles:</u> Marin IJ: Water district hopefuls outline priorities Marin IJ: Californians pay some of highest water bills in US <u>Social Media Posts:</u> NMWD Web and Social Media Report – September 2026
9.	ADJOURNMENT

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MEMORANDUM**To:** Board of Directors**Date:** October 20, 2026**From:** Tony Williams, General Manager 
Julie Blue, Director of Administrative Services **Subject:** Funding Capital Improvement Projects and Disclosure Training
t:\ac\board reports\board memos\2026\financing fy 26.27\bod memo nmwd 2026 bonds - presentation.docx**RECOMMENDED ACTION:** Information Only - Receive the presentation and provide direction to staff as appropriate**FINANCIAL IMPACT:** None**Background**

The District has identified approximately \$47 million of capital improvement projects through FY 2030-31. Approximately \$16 million of funding sources have been identified, leaving approximately \$31 million to be funded from alternative sources or debt. To assist the Board in evaluating available financing approaches, NHA Advisors, LLC, the District's municipal advisor, will present an overview of municipal financing alternatives and preliminary recommendations for funding the District's capital improvement program.

The presentation also includes periodic disclosure training provided by Jones Hall, the District's bond and disclosure counsel. The training reviews federal securities laws applicable to municipal issuers, the responsibilities of the District and its officials when approving disclosure, continuing disclosure requirements, and other related information.

Financing Overview

The financing discussion compares a public offering of water revenue bonds with a private placement or bank loan and evaluates alternative terms and structures. The presentation also explains the roles of the financing team, the principal legal and disclosure documents, credit rating considerations, and the anticipated bond issuance process.

Water revenue bonds would be payable from the net revenues of the District's water system. The District's existing bank loan covenant requires net revenues equal to at least 120% of annual debt service. The presentation notes that the District's credit quality, financial performance, liquidity and reserves, management practices, debt profile, local economy, and adopted policies and procedures will be relevant to the credit rating process.

The preliminary analysis indicates that neither a 10-year nor a 15-year financing is expected to negatively affect the District's cash flow. Based on current market conditions and the proposed near term financing amount of \$12 million, estimated annual debt service for a public bond offering is approximately \$65,000 to \$82,000 lower than for a bank loan. Because the District

is expected to receive a high credit rating and water revenue bonds are generally attractive to investors, the preliminary recommendation is to pursue a competitive public sale, subject to receipt of the credit rating and future Board approvals.

As discussed in more detail in the JPA approval staff report (subsequent Agenda item), the District must form or partner with a joint powers authority to issue water revenue bonds, rather than certificates of participation.

The current financing schedule anticipates Board approval of the JPA in October, completion of the rating process and Board and JPA approval of the financing at the November 17 Board meeting, and bond pricing and closing in December. The schedule remains preliminary and may be adjusted based on document preparation, credit review, market conditions, and required approvals.

Disclosure Training

The disclosure training will review the District's obligations under the federal securities laws, emphasizing that the offering document (Preliminary Official Statement) must not contain materially false or misleading statements or omit material information necessary to make the information provided not misleading.

The training will also address the Board's responsibility to take steps appropriate under the circumstances to support accurate and complete disclosure. Recommended practices include maintaining written disclosure policies and internal controls, identifying responsible staff, providing periodic training, reviewing disclosure documents carefully, asking questions of staff and consultants, and monitoring annual report and listed-event filing requirements.

The dissemination agent supports the District by tracking deadlines, preparing and submitting filings to the Municipal Securities Rulemaking Board's EMMA system, monitoring potential listed events, and coordinating with District staff and financing professionals. The District remains responsible for identifying material information and providing complete and accurate information.

Fiscal Impact

There is no direct financial impact associated with receiving the presentation and training. Costs associated with the proposed financing, including issuance expenses and future debt service, will be included in the financing plan and presented to the Board for approval before the bonds are issued.

RECOMMENDATION:

This is an informational item and there is no formal action required by the Board. District staff and representatives from NHA Advisors and Jones Hall are available to answer

questions. A subsequent action item on the agenda addresses the next step in funding the District's capital improvement projects.

ATTACHMENTS:

1. Funding Capital Improvement Projects & Disclosure Training Presentation



*FUNDING CAPITAL IMPROVEMENT PROJECTS
& DISCLOSURE TRAINING*

October 20, 2026



JONES HALL

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

Overview



Funding Capital Improvement Projects

- I. Capital Improvement Program
- II. Municipal Finance Summary
- III. Water Revenue Bonds
- IV. Credit Overview
- V. Bond Issuance Process
- VI. Preliminary Analysis & Recommendations

Disclosure Training

- I. Introduction
- II. Overview of Key Federal Securities Laws
- III. Lessons from Key Cases / Enforcement Actions
- IV. Dissemination Agent Role
- V. Conclusion/Questions



SECTION I: CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Program

- ▶ District has approximately \$47 million of identified capital projects through FY 2030-31
- ▶ Approximately \$16 million of identified funding sources
- ▶ Approximately \$31 million will need funding from alternative sources or debt



SECTION II: MUNICIPAL FINANCE SUMMARY

Introduction to Municipal Bonds

- ▶ What are municipal bonds?
 - ▶ Debt obligations issued by local governments
- ▶ Who issues municipal bonds?
 - ▶ Cities, counties and special districts
- ▶ Why are municipal bonds issued?
 - ▶ To fund public infrastructure and capital improvement projects
 - ▶ Often used as an alternative to cash funding projects or as a supplement to reserves and grants
- ▶ What are some unique features of municipal bonds?
 - ▶ Interest is tax-free, providing bondholders a reason to accept lower interest rates
- ▶ Amount of municipal bonds issued - \$580B (2025)*



* MSRB: 2025 Municipal Market Year in Review (January 2026)

Projects Financed with Municipal Bonds

- ▶ A wide variety of public projects are financed with municipal bonds

Water/Sewer



Recreation



Housing



Schools



Roads



Civic Facilities



Public Power



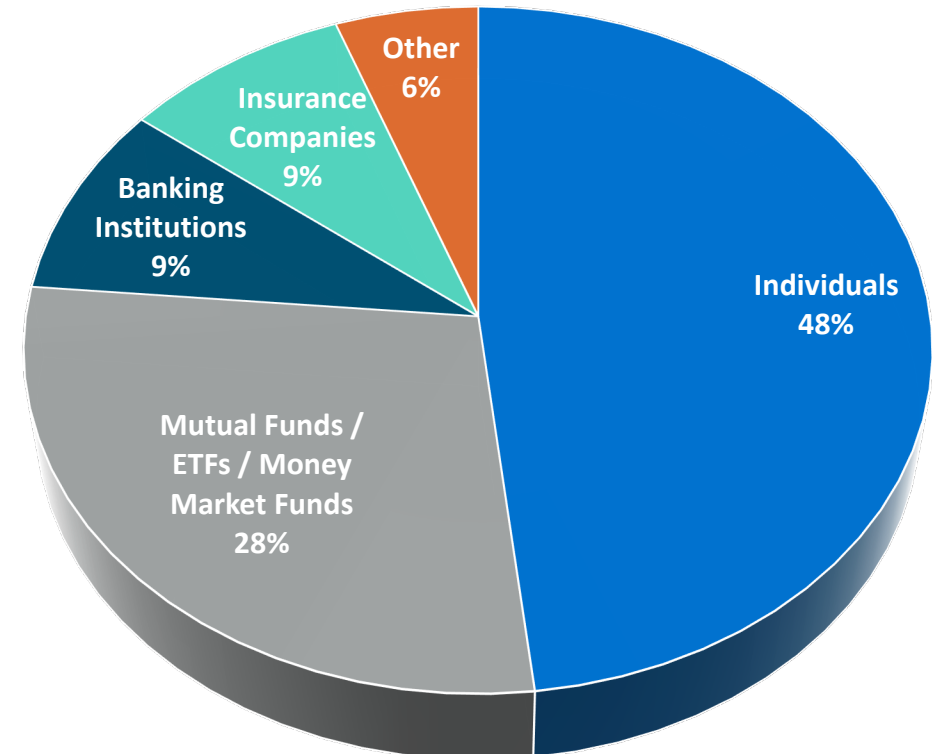
Ports/Airports



Who Buys Municipal Bonds and Why?

- ▶ Bond Investor generally include “Retail” and “Institutional”
 - ▶ Retail: Individuals, SMAs (separately managed accounts)
 - ▶ Institutional: Mutual funds, investment advisors, commercial banks, insurance companies, municipalities
- ▶ Attracted to municipal bonds for:
 - ▶ Tax-free, predictable income
 - ▶ Wealth preservation
 - ▶ Higher credit quality than corporate bonds
 - ▶ Diversification with a wide-variety of choices
 - ▶ Liquidity

Q2 2025 U.S. Municipal Bond Holders



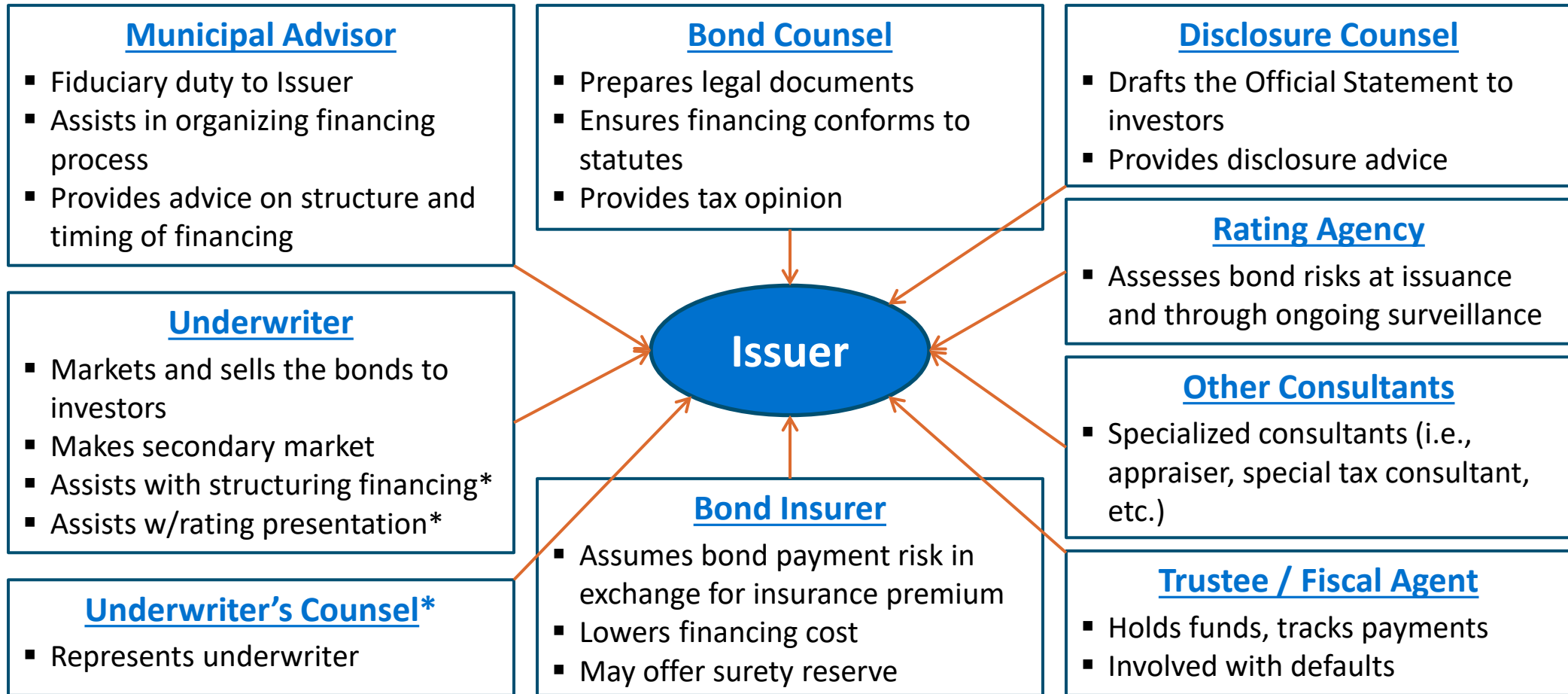
District Debt Obligations

- ▶ District has incurred debt through bank loans and state (SRF) loans
- ▶ Bank Loans
 - ▶ Can be selected through bid process
 - ▶ Direct obligation with single financial institution
 - ▶ All loan terms are negotiated directly with Bank
- ▶ SRF Loans
 - ▶ Low interest rate
 - ▶ Highly competitive (more public agency demand than funding available)
 - ▶ Can take years to receive approvals & funding (not guaranteed)
 - ▶ May include restrictive debt covenants, making it more difficult to borrow in the future



SECTION III: WATER REVENUE BONDS

Key Players



* Negotiated sales only

What are Water Revenue Bonds?

- ▶ **Purpose:** Issued to finance water-related infrastructure projects
- ▶ **Repayment Source:** Principal and interest (debt service) is paid by the Net Revenues of the Water System

$$\text{Gross Revenues} - \text{Operating Expenses} = \text{Net Revenues}$$

- ▶ **Water Rate Coverage Ratio:**
 - ▶ Maintain sufficient Net Revenues to cover debt service
 - ▶ Existing Bank Loan Covenant - 120%
- ▶ **Water Revenue Bond Interest Rates Based on Credit Quality of District**
 - ▶ District anticipated to receive high credit rating
- ▶ **District Designated Funds**
 - ▶ Rate Stabilization Fund and debt reserves can be used to maintain coverage

Joint Powers Authority (JPA)

- ▶ Statutorily, the District must form or partner with a JPA to issue “bonds” (rather than “certificates of participation”)
 - ▶ Even though both are secured by the same net revenues, “bonds” are more highly regarded by investors
- ▶ Partnering is an economic approach that requires minimal staff time and no annual reporting
 - ▶ \$10,000 one-time fee (CSCDA)
- ▶ Forming the JPA now will allow the District to use it on future financings

Key Documents



**JPA Partner
Selection &
Joining Process**



**District Board and
JPA Resolutions**



**Indenture &
Installment Sale
Agreement**



**Preliminary Official
Statement**

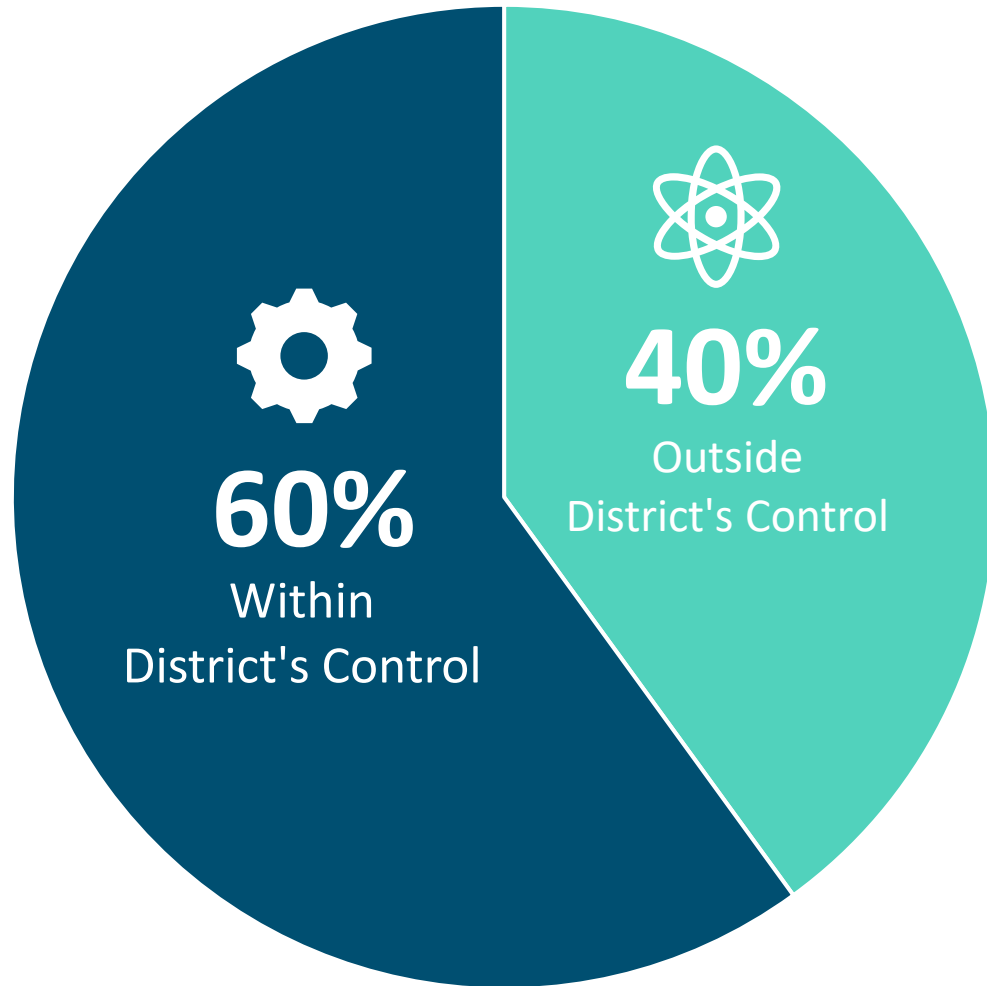


**Continuing
Disclosure
Agreement**



SECTION IV: CREDIT OVERVIEW

Rating Factors (S&P)



- ▶ Within District's Control
 - ▶ Coverage
 - ▶ Liquidity & Reserves
 - ▶ Management
- ▶ Outside District's Control
 - ▶ Household Income
 - ▶ Local GDP
 - ▶ Unemployment
 - ▶ Poverty

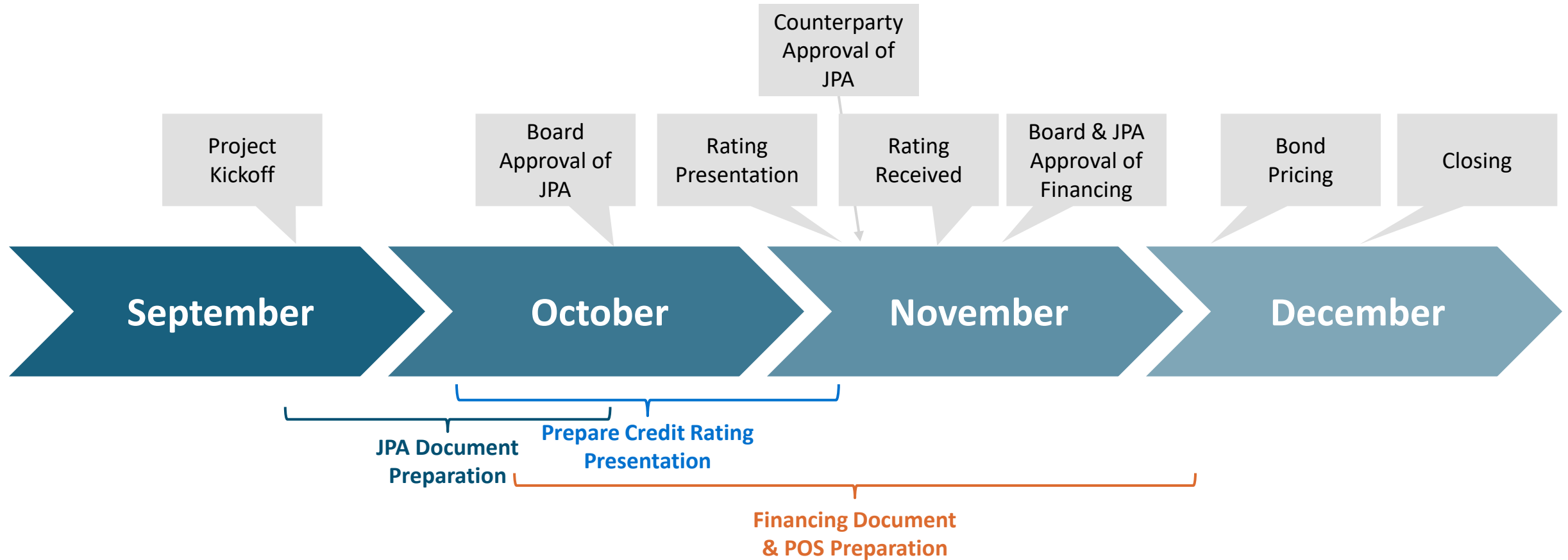
Policies and Procedures

- ☒ Debt Management Policy
- ☒ Disclosure Policy
- ☒ Reserves Policy
- ☒ Investment Policy
- ☒ Cybersecurity Policies and Practices
- ☒ Hazard Mitigation Plans
- ☒ Budgeting Practices
- ☒ Capital Improvement Program
- ☒ Staffing Succession Policy
- ☒ Rate Increase Practices
- ☒ Regularly Updated Pro Forma Financial Projection



SECTION V: BOND ISSUANCE PROCESS

Project Financing Timeline





SECTION VI. PRELIMINARY ANALYSIS & RECOMMENDATIONS

Term & Structure Assumptions

- ▶ Options explored:
 - ▶ Private placement
 - ▶ Public offering
 - ▶ Short-term note
 - ▶ 10-year vs. 15-year term
 - ▶ Callable vs. non-callable

Conclusions / Recommendations

- ▶ Neither a 10-year nor 15-year financing is expected to negatively impact the District's cash flow
- ▶ Public Offering
 - ▶ Currently, the public market Bond rates are considerably lower than Bank Loan rates
 - ▶ Preliminary estimates, based on the proposed financing amount, result in annual Bond debt service payments \$65,000-\$82,000 lower than a Bank Loan
- ▶ Competitive Bond Sale
 - ▶ District is expected to receive a high credit rating
 - ▶ Water revenue bonds are highly desired by investors
 - ▶ Competitive Bond Sale process similar to construction bidding process – lowest interest rate wins



DISCLOSURE TRAINING

Outline

- I. Introduction
- II. Overview of Key Federal Securities Laws
- III. Lessons from Key Cases / Enforcement Actions
- IV. Dissemination Agent Role
- V. Conclusion/Questions



I. INTRODUCTION

Importance of Periodic Disclosure Training

- ▶ GFOA “Best Practices” to Receive Disclosure Training
- ▶ New SEC cases, rules, regulations to review
- ▶ New bond issuance necessitates new training
- ▶ Opportunity to ask Jones Hall bond-related questions

Official Statement and Continuing Disclosure

- ▶ Official Statement – Issuer First Speaks to Investors
 - ▶ Issuer’s “invitation” to invest in the Bonds
 - ▶ Issuer intends that investors can rely on the information
 - ▶ Issuer reasonably believes information is complete and accurate
 - ▶ Disclosure counsel 10b-5 letter gives comfort
- ▶ Continuing Disclosure – Ongoing Disclosures to Investors
 - ▶ Required by Rule 15c2-12 – annual report and listed event notices
 - ▶ Annual report contains issuer’s financial statements and other info
 - ▶ Dissemination Agent can help with deadlines and requirements



II. OVERVIEW OF KEY FEDERAL SECURITIES LAWS

Key Laws — Securities Act of 1933

- ▶ Generally requires registration of securities with SEC
- ▶ Exempts certain securities from registration requirement, including municipal securities (Section 3(a)(2))
- ▶ Prohibits fraud in offer or sale of securities (Section 17(a))
 - ▶ Municipal securities are not exempt from Section 17(a)

Key Laws — Securities Exchange Act of 1934

- ▶ Anti-Fraud provisions
 - ▶ Section 10(b): prohibits fraud in purchase or sale of securities
 - ▶ Rule 10b-5: communications to “marketplace” cannot contain untrue statement of material fact or omission of material fact “necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading”
 - ▶ “Material”: a fact is material if there is a substantial likelihood that, under all the circumstances, the fact would have actual significance in the deliberations of the reasonable investor
- ▶ Rule 15c2-12: directly regulates underwriters (and indirectly governmental issuers)

Key Laws — Securities Exchange Act of 1934

- ▶ Rule 15c2-12: New Issue Disclosure

- ▶ Preliminary Official Statement (POS)

- ▶ Must contain

- Information concerning the terms of the securities
 - Financial information or operating data material to an evaluation of the securities

- ▶ Must be reviewed by underwriter before it bids for, offers/purchases/sells bonds
 - ▶ Must be “deemed final” by the issuer

- ▶ Official Statement (OS)

- ▶ Same as the POS except it includes pricing-related information
 - ▶ Delivered to underwriter within 7 business days after pricing and in time to accompany buyer confirmations

Key Laws — Securities Exchange Act of 1934

▶ Rule 15c2-12: Continuing Disclosure

- ▶ Underwriter may not purchase/sell primary offering of securities unless issuer or an “obligated person” undertakes to provide continuing disclosure
- ▶ “Obligated person”: person, including issuer, generally or through an enterprise, fund or account committed by contract or other arrangement to support payment of all or a part of the obligations on the municipal securities
- ▶ Two types of reporting

Annual report

- Financial information or operating data of the type included in the OS
- Audited financial statements, when and if available

Event disclosure

- Failure to file annual report
- 16 listed events

Key Laws — Securities Exchange Act of 1934

- ▶ Rule 15c2-12: Continuing Disclosure
 - ▶ Annual Report with audited financial statements and other data
 - ▶ 16 Listed Events
 - ▶ Principal and interest payment delinquencies
 - ▶ Non-payment related defaults, if material
 - ▶ Unscheduled draws on debt service reserves reflecting financial difficulties
 - ▶ Unscheduled draws on credit enhancements reflecting financial difficulties
 - ▶ Substitution of credit or liquidity providers, or their failure to perform
 - ▶ Adverse tax opinions or events affecting the tax-exemption
 - ▶ Modifications to rights of security holders, if material
 - ▶ Bond calls, if material, and tender offers
 - ▶ Defeasances
 - ▶ Release, substitution, or sale of property securing repayment of the securities, if material
 - ▶ Rating changes
 - ▶ Bankruptcy, insolvency or similar events
 - ▶ Consummation of a merger, consolidation or similar event, if material
 - ▶ Appointment of a successor or additional trustee, if material
 - ▶ Incurrence of a financial obligation or agreements to covenants, if material
 - ▶ Default, event of acceleration or similar event for financial obligation reflecting financial difficulties

Key Laws — Securities Exchange Act of 1934

- ▶ MSRB's EMMA System
 - ▶ All continuing disclosure filings under SEC Rule 15c2-12 must be filed with MSRB via its EMMA System (started in 2009)
 - ▶ Documents must be filed in an electronic format prescribed by MSRB
- ▶ Rule 15c2-12 - Enforcement
 - ▶ MCDC Enforcement efforts (2014 – 2016)
 - ▶ Settlements with Underwriters in 2015, certain Issuers in 2016

Issuer Responsibility

- ▶ No false, misleading, incomplete statements or omissions
 - ▶ ...of “Material” facts – left undefined, subject to interpretation – but generally, would a typical investor want to know
 - ▶ Issuer may rely on consultants, if reasonable, but should exercise independent judgment when approving disclosure
- ▶ Heightened SEC Scrutiny Since 2010
 - ▶ Dodd-Frank Act and other post-financial crisis reform
 - ▶ SEC may directly levy fines against municipal issuers and staff

“Material Facts”

- ▶ No Exact Definition; Only Court Findings
 - ▶ SEC will not provide a bright-line rule
 - ▶ Substantial likelihood that a reasonable investor would consider it important
 - ▶ Would have been viewed as having altered the totality of information disclosed
 - ▶ Balancing probability of the event occurring and magnitude of the occurrence
 - ▶ Ends up being decided in hindsight
 - ▶ Confidentiality, politically embarrassing or attorney-client privilege not a defense
- ▶ If in Doubt...
 - ▶ Disclose the fact in the Official Statement
 - ▶ Consider private placement
 - ▶ Consider delay of the financing until facts change or abandonment



III. LESSONS FROM KEY CASES / ENFORCEMENT ACTIONS

Orange County (1996)

- ▶ SEC Report: issued “to emphasize the responsibilities under the federal securities laws of local governmental officials...”
- ▶ Supervisors were aware or should have been aware of County financial condition and budgetary reliance on investment returns generated by County Pools
- ▶ Supervisors failed to take “steps appropriate under the circumstances” to assure that the County's financial situation was being adequately disclosed to potential investors
 - ▶ “Public official who approves issuance of securities and related disclosure documents may not authorize disclosure that the public official knows to be materially false or misleading”
 - ▶ “Public official may not authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading”

Lessons from Orange County (1996)

- ▶ Legislative body has duty to take steps appropriate under the circumstances to assure accurate disclosure is made to investors regarding material information
- ▶ Legislative body should be familiar with disclosure documents
- ▶ Legislative body may need to question officials, employees, agents regarding disclosure of material information

City of San Diego (2006) – Heightened Scrutiny

- ▶ SEC filed securities law charges against San Diego and various City officials for not disclosing material information about unfunded pensions, retiree health care
 - ▶ Seeking permanent injunction and civil penalties
 - ▶ Challenged actions: OS failed to disclose looming financial crisis, and the officials with knowledge of material facts -
 - ▶ Signed closing certificate as to accuracy of OS
 - ▶ Participated in rating agency presentations
 - ▶ Reviewed misleading financial statements and allowed their publication

Lessons from City of San Diego (2006)

- ▶ Adopt written disclosure policies and procedures
- ▶ Provide appropriate training to everyone involved in the disclosure process (legislative body and staff)
- ▶ Disclose the good, with the bad
- ▶ Hire outside auditors and consultants with the skills and resources necessary to adequately audit local agency's financials in connection with its securities offerings

More Recent SEC Enforcement Actions

- ▶ **City of Miami (2013)**

- ▶ Charged with violating a cease-and-desist order from 2003 due to improper disclosure of interfund transfers involving pension
- ▶ First jury trial against municipality/official

- ▶ **Westlands Water District (2016)**

- ▶ “A little Enron accounting” hid true financial condition
- ▶ District paid \$125K fine
- ▶ Fines paid by GM (\$50K) and Asst. GM (\$20K)

- ▶ **NY/NJ Port Authority (2017)**

- ▶ Failure to disclose legal risks to bond investors
- ▶ First municipal issuer to admit wrongdoing
- ▶ Cease and desist order and fine (\$400k)



IV. DISSEMINATION AGENT ROLE

Dissemination Agent Responsibilities

- ▶ The Dissemination Agent supports the Issuer in meeting its continuing disclosure obligations.
- ▶ Key responsibilities include:
 - ▶ Tracking annual report and event notice deadlines
 - ▶ Preparing and submitting filings to the MSRB's EMMA system
 - ▶ Monitoring listed events that may require disclosure
 - ▶ Coordinating with local agency staff, bond and disclosure counsel, and municipal advisor
- ▶ The Dissemination Agent does not create policy decisions or determine materiality but helps ensure required filings are made on time and in the proper format.

Working with North Marin Water District

- ▶ The District remains responsible for:
 - ▶ Identifying material information
 - ▶ Reviewing and approving disclosure content
 - ▶ Providing accurate and complete information to the Dissemination Agent
- ▶ The Dissemination Agent:
 - ▶ Provides reminders and compliance support
 - ▶ Flags potential disclosure events for District review
 - ▶ Prepares the required CA and Federal filings for District review
 - ▶ Submits filings after District approval



V. CONCLUSION / QUESTIONS

Conclusion – Best Practices

- ▶ Establish Internal Controls and Systems
 - ▶ Identify who is responsible for various aspects of disclosure, especially Rule 15c2-12 annual and periodic reporting
 - ▶ Establish processes (e.g., calendar reminders, written policies)
 - ▶ Review and refine “disclosure documents” containing information that will be provided to investors/trading markets
 - ▶ Dissemination Agent can help with deadlines and requirements
- ▶ Receive Periodic Training
 - ▶ Disclosure requirements of federal securities laws
 - ▶ Each person’s role in disclosure/financial reporting process
 - ▶ Provided by outside counsel, panels at conferences, etc.

Questions



Contacts



Craig Hill

(415) 785-2025 ext. 2001

Craig@NHAadvisors.com

Rob Schmidt

(415) 785-2025 ext. 2006

Rob@NHAadvisors.com



David Fama

(415) 391-5780 ext. 260

dfama@joneshall.com

James Wawrzyniak

415-391-5780 ext. 258

jwawrzyniak@joneshall.com

NHA Advisors, LLC Regulatory Disclosures

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NHA Advisors, LLC (“NHA Advisors”) and its associated persons.

Conflicts of Interest

Compensation - In connection with the issuance of municipal securities, NHA Advisors may receive compensation from the District or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NHA Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NHA Advisors’ ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair NHA Advisors’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.

It should be noted that other forms of compensation (i.e., hourly or fixed fee based) may also present a potential conflict of interest regarding NHA Advisors’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NHA Advisors’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.

Other Municipal Advisor Relationships - NHA Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NHA Advisors client. For example, NHA Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

Furthermore, from time to time, NHA Advisors may perform non-municipal advisor work for entities that also could be a municipal advisor client or could become a municipal advisor client. If NHA Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, NHA Advisors will disclose the detailed information in writing to the District or Obligated Person in a timely manner.

Legal or Disciplinary Events

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The District may electronically access NHA Advisors’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the U. S. Securities and Exchange Commission (“SEC”).

Municipal Securities Rulemaking Board Rule G-10 Disclosure -Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: (1) NHA Advisors is currently registered as a Municipal Advisor with the SEC and MSRB and (2) Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

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**NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
OCTOBER 6, 2026**

CALL TO ORDER

President Eichstaedt called the regular meeting of the Board of Directors of North Marin Water District to order at 4:00 p.m. at the District Headquarters, and the agenda was accepted as presented. Present were Directors Jack Baker, Ken Eichstaedt, Rick Fraites, Michael Joly, and Stephen Petterle. Also, present were General Manager Tony Williams, Director of Administrative Services Julie Blue, and Engineering Administrative Assistant Rebecca Sylvester, serving as District Secretary. AGM/Director of Engineering Eric Miller and Executive Assistant/District Secretary Eileen Mulliner were absent.

Staff members Tim Kennedy, Director of Operations, Chris Kehoe, Director of Utilities, Pablo Ramudo, Director of Water Resources, Karen Clyde, Ryan Grisso, and Vincent Verissimo were also in attendance.

Claire Garvie and Camille Meier of Kiosk were also in attendance.

GENERAL MANAGER'S REPORT

Tony Williams gave a brief update on the Potter Valley Project, saying that the NEPA scoping comment period had closed and the next major step will likely be a draft environmental impact statement which is the federal equivalent to an EIR.

Mr. Williams offered a congratulations to Director Eichstaedt on becoming a Region 1 Board Member for the Association of California Water Agencies along with current members David Rabbitt of Sonoma County, Ranjiv Kush of Marin Municipal Water District, Bruce Rupp of Humboldt Bay Water District, Dennis Mayo of McKinleyville Community Services District, Kent Nelson of Stinson Beach Water District, and Peter Martin of the City of Santa Rosa Water Department.

Mr. Williams also gave an update on the two letters that the Board authorized back in March of this year supporting ACWA sponsored legislation: Assembly Bill 2180 and Senate Bill 1153. AB 2180 clarified language about Prop 218 and rate setting that will have a positive impact on the District. SB 1153 set boundaries and limitations on any liabilities on a water district in case of a large wildfire event such as the recent Southern California wildfires. Both legislative bills were signed by Governor Newsom on October 1st, 2026, and staff will be tracking how both bills are implemented.

Director Baker asked if David Rabbitt had any plans locally once he leaves office given how positive he has been. Mr. Williams agreed with Director Baker and said that he believes Mr. Rabbitt is ready to retire from politics and return to his professional trade as an architect but that he will be missed.

Director Joly inquired about a timeframe for when staff will report back to the Board with updates about the Lynwood Pump Station Project. Mr. Williams said that staff can provide an update in closed session in November.

OPEN TIME

President Eichstaedt asked if anyone in the audience wished to bring up an item not on the agenda and there was no response.

STAFF AND DIRECTOR'S REPORTS

President Eichstaedt asked if there were any Staff or Director's reports.

Julie Blue gave an update to the Board that during the October 20th meeting, the District's municipal advisory, NHA Advisors, and bond council, Jones Hall, will go over the next steps of bond issuance for capital financing. Subsequently, there will be an item on the November 17th meeting seeking approval of the financing documents. Ms. Blue also said that following the November 17th meeting, the District is on schedule to go with a competitive bond sale on December 2nd with the goal of obtaining the lowest interest rate and bonds will be issued shortly afterwards. Staff will also be providing updates to the Board as the process moves along.

Director Joly pointed out that the Fed is meeting on December 9th, and he expects the interest rates to be raised.

Director Joly spoke about a conversation he had with some Novato residents about the quality of Novato's tap water and, in many cases, how it is better quality than what you get in bottled water. He commented that, more than likely, most don't realize how good our water is. Director Petterle added that bottled water isn't regulated like foods are. Director Fraites spoke about an article he read discussing the levels of microplastics in bottled water.

Director Fraites informed the Board that this is his last term as a Director of the North Marin Water District and that his last official day will be December 4th, 2026. Director Eichstaedt said Director Fraites will be missed, seconded by the other Directors.

Director Eichstaedt shared how special it is for him to be on the Region 1 Board of ACWA and that he looks forward to his time serving with the other board members of Region 1. There were no other Directors reports.

CONSENT CALENDAR

On the motion of Director Joly, seconded by Director Baker, the Board approved the consent calendar by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, Joly, and Petterle

NOES: None

ABSENT: None

71 ABSTAIN: None

72 Approve September 15, 2026, Board Regular Meeting minutes

73 Approve Text for Fall 2026 Novato "Waterline", Issue 57

74 Approve Association of California Water Agencies (ACWA) Proposed Bylaws Amendments.

75 **ACTION CALENDAR**

76 **APPROVE: 2026-2030 COMMUNICATIONS STRATEGY AND PLAN**

77 Ryan Grisso gave an overview of the item including a background of the 2019
78 Communications Plan and how it was used to build the proposed plan. He also mentioned the draft
79 Rapid Response to Misinformation procedure was included as an attachment to the memo.

80 Claire Garvie of Kiosk presented the 2026-2030 Communications Strategy and Plan and
81 highlighted how this current plan builds off the foundation of the earlier plan and focuses on
82 progress over the next 5 years along with alignment with goal four of the District's 2025 Strategic
83 Plan.

84 Directors Joly, Eichstaedt, Fraites, and Petterle had some questions and comments
85 regarding customer feedback surveys, where customers can find information, Spanish translation,
86 water awareness, and customer education which were addressed by Ms. Garvie, Mr. Williams, and
87 Mr. Grisso.

88 Ms. Garvie reviewed that this plan is already included in the current approved budget and
89 that external support is estimated at \$90,000 annually. The Board was shown current social media
90 short form videos as a part of the Educational Campaign on water awareness. Mr. Grisso shared
91 that staff intends to provide the Board with updates on the progress of the Communications Plan at
92 least twice per year.

93 The Board thanked Kiosk and Director Petterle noted their substantial impact on its success
94 with communication and customer education

95 On the motion of Director Petterle, seconded by Director Joly, the Board approved the 2026-
96 2030 Communications Strategy and Plan by the following vote:

97 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly, and Petterle

98 NOES: None

99 ABSENT: None

100 ABSTAIN: None

101 **APPROVE: BASE SALARY SCHEDULE REVISION**

102 Tony Williams gave a summary of the item, noting that with the creation of the Water
103 Resources Department the Water Quality Supervisor is replaced with a Laboratory Supervisor
104 position. This is a new position within the salary schedule which requires the Board to approve the

salary. Mr. Williams stated that the Lab Supervisor's position does not affect the number of FTEs since this will be replacing the current position on the salary schedule.

Directors Joly and Eichstaedt asked staff about the total number of full-time staff, the impact of staff salaries on the District's annual expenses, the recruitment of Laboratory Supervisor and average tenure of staff, and staff provided responses.

On the motion of Director Joly, seconded by Director Fraites, the Board approved the Base Salary Schedule Revision by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, Joly, and Petterle

NOES: None

ABSENT: None

ABSTAIN: None

INFORMATION ITEMS

TECHNICAL ADVISORY COMMITTEE (TAC) MEETING AGENDA

Tony Williams spoke on the TAC meeting and highlighted agenda items three, water supply conditions and six temporary urgency change orders. Mr. Williams provided an overview of the current water supply conditions at Lakes Mendocino and Sonoma.

There was a discussion about another item on the TAC Agenda related to El Nino preparations and what steps the District is taking and Mr. Williams noted that staff have been evaluating facilities and taking steps to prepare for the winter.

Mr. Williams went on to speak about agenda item six of the TAC meeting about the Eel Russian Project Authority (ERPA) Board's intent to kick off their CEQA process for the New Eel Russian Facilities (NERF). He noted that Sonoma Water will formally respond to the Department of the Interior's letter that was included in the meeting agenda due to mischaracterizations.

NORTH BAY WATERSHED ASSOCIATION (NBWA) MEETING AGENDA

Director Fraites recapped the NBWA meeting that was held the previous week on October 2nd. During the meeting, Nuin-Tara Key, Chief Operating Officer, California Forward, spoke on the organization's funding efforts to address climate change and coordinating water resources. During the presentation, members of the association learned that there isn't dedicated state funding for these efforts. Director Fraites encouraged those in attendance to read more about California Forward and the work they do.

NEWS AND MISCELLANEOUS REPORTS

The Board received the following miscellaneous items: Disbursements – Dated September 17 and 24, 2026, October 1, 2026; Auditor-Controller's Monthly Report of Investments for August 2026; NOAA Seasonal Precipitation Outlook, October-December 2026; Supplemental Notice of

Preparation of Environmental Impact Report for The Atmospheric River Capture Project, September 18, 2026; and Potter Valley and New Eel-Russian Facility (NERF) Scoping Comments of the United States Department of the Interior — Proposed Surrender, Decommissioning, and Non-Project Use of Project Lands .

The Board received the following News Articles: Marin IJ – Water district plans for rate hike; and Marin IJ – Readers’ Forum: Brian Jaffe is the right choice for Larkspur City Council.

ADJOURNMENT

President Eichstaedt adjourned the meeting at 5:02 p.m.

Submitted by

Rebecca Sylvester
Engineering Administrative Assistant

6

MEMORANDUM

To: Board of Directors Date: October 20, 2026

From: Tony Williams, General Manager *TW*
Julie Blue, Director of Administrative Services *JB*

Subject: Joint Exercise of Powers Authority (JPA) Formation for Capital Financing - Resolution
T:\AC\Board Reports\Board Memos\2026\Financing FY 26.27\BOD Memo JPA Formation for Bond Issuance 10.20.26.docx

RECOMMENDED ACTION: Consider Adopting Resolution 26-08 approving execution of a Joint Exercise of Powers Agreement with CSCDA to form the North Marin Water District Financing Authority to use for future long-term debt financing.

FINANCIAL IMPACT: \$10,000 anticipated to be paid out of the bond issue

Background

In connection with the upcoming planned debt financing for water system improvements, the District's municipal advisor (NHA Advisors, LLC) has advised that the District can achieve the lowest anticipated borrowing cost by selling the debt through a public offering rather than a bank private placement, and by issuing water revenue bonds, rather than certificates of participation. To issue revenue bonds in the most expeditious manner, the District must form a Joint Exercise of Powers Authority (JPA) under the California Government Code. The District has approached the California Statewide Communities Development Authority (CSCDA) to act as the other party to a Joint Exercise of Powers Agreement.

The CSCDA was created in 1988 to provide local governments with a pathway for the timely financing of projects. There are more than 530 local California government agencies, including water districts, that have become partners with CSCDA for financing of public benefit projects such as the District's Capital Improvement Program.

The members of the JPA will be the District and CSCDA, which is itself a JPA established to assist cities and other local agencies in California with bond financings. The board of the JPA will be the District's Board of Directors and staff of the JPA will be District staff.

Creating the JPA requires, as a first step, adoption of the resolution (Attachment 1) by the District's Board of Directors and execution of the Joint Exercise of Powers Agreement (Attachment 2). The governing board of CSCDA is scheduled to approve the JPA agreement by resolution on November 5, 2026, at which time the North Marin Water District Financing Authority will be formed. Final steps include filing certain documents with the California Secretary of State's office. The District's bond counsel, Jones Hall, prepared the Joint Exercise of Powers Agreement and will handle the Secretary of State and other required filings.

Once the JPA agreement is executed and the North Marin Water District Financing Authority (Authority) is formed, the necessary steps towards long-term debt financing through a competitive bond sale can take place. Staff is targeting the November 17, 2026 Board meeting for approval of the bond financing documents, including requisite agreements between the District and the Authority.

Fiscal Impact

CSCDA charges a one-time JPA formation fee of \$10,000. Staff anticipates paying this cost from proceeds of the planned long-term debt financing for the water system scheduled for later in 2026. The District does not anticipate ongoing administrative costs associated with formation of the JPA. Issuing the debt through the JPA is also expected to help the District achieve the lowest possible borrowing cost for the planned financing.

RECOMMENDATION

That the Board Adopt Resolution 26-08 approving execution of a Joint Exercise of Powers Agreement with CSCDA to form the North Marin Water District Financing Authority to use for future long-term debt financing.

ATTACHMENTS:

1. Draft Joint Exercise of Powers Agreement – North Marin Water District (NMWD) and California Statewide Communities Development Authority (CSCDA)
2. Resolution 26-08

JOINT EXERCISE OF POWERS AGREEMENT

by and between

the NORTH MARIN WATER DISTRICT

and

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

creating the

NORTH MARIN WATER DISTRICT FINANCING AUTHORITY

Dated as of November 1, 2026

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JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of November 1, 2026, by and between the NORTH MARIN WATER DISTRICT, a special district organized and existing under and by virtue of the laws of the State of California (the "District"), and CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California ("CSCDA"). The District and CSCDA are the initial "Members" of the Authority and are sometimes collectively referred to as the "parties" or individually as a "party."

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6500 *et seq.*) (the "Act") authorizes the District and CSCDA to create a joint exercise of powers agency which has the power to exercise any powers common to the District and CSCDA and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the "North Marin Water District Financing Authority" (the "Authority") for the purposes and to exercise the powers described herein.

B. The District is authorized to buy, sell, lease, and use property and to incur indebtedness for public purposes pursuant to the California Water Code and other laws of the State of California.

C. CSCDA is authorized to buy, sell, and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to the Act and an Amended and Restated Joint Exercise of Powers Agreement forming the California Statewide Communities Development Authority, dated as of June 1, 1998, as amended, by and among the cities, counties, districts and other political subdivisions that are parties to that agreement.

D. Article 4 of the Act (Sections 6584 – 6599.3) (known as the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the District or CSCDA for financing public capital improvements, working capital, and/or projects of public benefit to the District or CSCDA. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

NOW THEREFORE, the Members agree as follows:

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

"Act" means Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

“*Authority*” means the North Marin Water District Financing Authority created by this Agreement.

“*Board*” means the governing board of the Authority.

“*Brown Act*” means the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code, being Section 54950 *et seq.*), or any successor legislation hereafter enacted.

“*CSCDA*” means California Statewide Communities Development Authority, a joint exercise of powers authority, duly organized and existing under and by virtue of the laws of the State.

“*District*” means the North Marin Water District, a county water district formed under the County Water District Law of the State of California (constituting Division 12 of the California Water Code, commencing with Section 30000).

“*District Board*” means the Board of Directors of the District.

“*Indenture*” means each indenture, trust agreement, fiscal agent agreement, lease, sublease, loan agreement, or other instrument pursuant to which Obligations are issued or incurred.

“*Member*” or “*Members*” means the members of the Authority from time to time as may be modified in accordance with this Agreement. As of the date of this Agreement, the Members are the District and CSCDA.

“*Obligations*” means bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

“*State*” means the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting the financing and refinancing of capital improvement projects of the District, to finance working capital for the District by exercising the powers referred to in this Agreement and/or projects of public benefit to the District or CSCDA.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of CSCDA and the District; *provided, however*, that in no event shall this Agreement terminate while any Obligations of the Authority remain outstanding under the terms of any Indenture or other instrument pursuant to which such Obligations are issued or incurred.

Section 4. The Authority.

(a) *Creation of the Authority*. There is hereby created pursuant to the Act an authority and public entity to be known as the “North Marin Water District Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Members.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in section 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

In addition, as required by Section 53051 of the California Government Code, within 70 days after the effective date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Marin County, a statement of the following facts: (1) the full, legal name of the Authority, (2) the official mailing address of the Board, (3) the name and residence or business address of each member of the Board, and (4) the name, title, and residence or business address of the Chair and Secretary of the Authority, and within 10 days after any change in the facts required to be stated pursuant to the foregoing, an amended statement containing such information shall be filed with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Marin County.

(b) *Governing Board.* The Authority shall be administered by the Board which shall consist of the members of the District Board. The term of office as a member of the Board shall terminate when such member of the Board ceases to hold his or her respective seat on the District Board, and the successor to such seat on the District Board shall automatically become a member of the Board upon assuming such office.

The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the Members, or by law. The Board may adopt such resolutions as deemed necessary in the exercise of its powers and duties set forth herein. The Board shall provide general supervision and policy direction to the Executive Director. The Board shall receive, review, and act upon periodic reports and audits of the funds of the Authority, as required by this Agreement or by the Act. The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) *Meetings of Board.*

(1) Time and Place. Initially, the Board shall conduct regular meetings on the same date, at the same time, and at the same location as the regular meetings of the District Board. Such regular meetings may occur during the regular meetings of the District Board. The date, time, and location for holding regular meetings may be changed at any time by resolution of the Board. If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to and in conformity with the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. The Chair shall be the person serving as the President of the District Board; the Vice-Chair shall be the person serving as the Vice President of the District Board; the Executive Director shall be the person serving as the General Manager of the District; the Treasurer shall be the person serving as the Director of Administrative Services (or if no Director of Administrative Services, the person holding a similar position) of the District; and the Secretary shall be the person serving as the Executive Assistant/District Secretary of the District. The officers shall perform the duties normal to their respective offices and such other duties as may be imposed by the Board. The Chair or the Executive Director shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board; provided that the Board may, by resolution, authorize other officers of the Authority to sign contracts on behalf of the Authority. The Vice Chair shall act, sign contracts, and perform all of the Chair's duties in the absence of the Chair. The Secretary shall perform such duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the California Secretary of State pursuant to the Act. These officers shall have such additional powers and duties as may be determined by the Board from time to time by resolution. The Board may also appoint general counsel for the Authority, which may be the same person or firm as general counsel to the District.

(2) Pursuant to Section 6505.6 of the Act, the Director of Administrative Services (or if no Director of Administrative Services, the person holding a similar position) of the District is hereby designated as the Treasurer of the Authority. The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Obligations). The cost of the bond, if necessary, shall be paid by the District.

(3) So long as required by section 6505 and section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the District and CSCDA which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Obligations to the

extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority. The District will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(A) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the District or CSCDA, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(A) hereof and the Act, the District and the Authority shall indemnify, defend and hold harmless CSCDA and each of CSCDA's officers, directors, employees, attorneys, Commission members and agents from and against any and all costs, expenses, losses, claims, damages and liabilities directly or indirectly arising out of or in connection with the activities of the Authority, including but not limited to any transaction or series of transactions undertaken by or for the benefit of the District. CSCDA may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the District. The Authority and the District shall be jointly and severally liable for any indemnity obligation owed to CSCDA or any other indemnified party under this paragraph. Notwithstanding the provisions of section 895.6 of the California Government Code, the District shall not have any right to contribution from CSCDA. This paragraph (8) shall survive the termination of this Agreement.

(9) In any event, the Authority or the District shall cause all records regarding the Authority's formation, existence, operations, any Obligations issued or incurred by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Obligations issued or incurred by the Authority, whichever is later.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified

as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. Except as otherwise set forth herein as permitted by law, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the District.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue bonds or otherwise incur debts, liabilities or Obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Obligations.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Notwithstanding anything to the contrary in this Agreement, the Authority shall not have the power or the authority to enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the California Government Code) for any reason. The provision in this paragraph is intended to benefit the Members and to be a confirming irrevocable obligation of the Authority which may be enforced by the Members, individually or collectively.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2027.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the District, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment, or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the District or CSCDA, as the case may be, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that neither the District nor CSCDA has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The Members may allow the use of personnel, equipment, or property in lieu of other contributions or advances to the Authority.

Section 10. Obligations.

(a) *Authority to Issue or Incur Obligations.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue or incur Obligations for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Obligations shall have such terms and conditions as are authorized by the Board.

(b) *Limited Obligations.* The Obligations, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or any Member. The Obligations shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Obligations shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the Members, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Obligations nor shall the State or any public agency or instrumentality thereof, including the Members, in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Obligation or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent, or employee of the Authority or any Member, in his or her individual capacity and no director or officer of the Authority executing a Obligation shall be liable personally on such Obligation or be subject to any personal liability or accountability by reason of the issuance of such Obligation.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the District and CSCDA, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports.

(a) *Books and Records.* All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Obligations (to the extent such duties are not assigned to a trustee for owners of Obligations). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

(b) *Indentures.* The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(c) *Audits*. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(d) *Audit Reports*. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Obligations providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board, and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement. The Treasurer of the Authority shall also comply with the requirements of Section 6505.6 of the Act. Pursuant to Section 6505.1 of the Act, the Executive Director, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to the property of the Authority.

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the District.

Section 15. Breach. If default shall be made by the District or CSCDA in any covenant contained in this Agreement, such default shall not excuse either the District or CSCDA from fulfilling its obligations under this Agreement and the District and CSCDA shall continue to be liable for the performance of all conditions herein contained. The District and CSCDA hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the District and CSCDA hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Streamlined Finances. Any audit report, financial report, budget or other requirement required to be prepared under the Act or this Agreement may be consolidated into an audit report, financial report, budget or other appropriate document prepared for the District.

Section 17. Withdrawals and Additions of Members.

(a) *Withdrawals*. Any Member may withdraw from the Authority by filing with the Board a certified copy of a resolution of the governing body of the Member expressing its desire to so withdraw, whereupon the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect the existence of the Authority nor the effectiveness of any Obligations of the Authority.

(b) *Additional Members.* Any public agency may be added as a party to this Agreement, and become a Member, by filing with the Board a certified copy of a resolution of the governing body of such public agency whereby it agrees to the provisions of this Agreement and requests to become a Member. The Board may accept or reject any such proposal in its sole discretion, and if accepted, such public agency shall become a Member when (i) its admission is approved by a vote of a majority of the Board voting on the matter and (ii) such public agency agrees to share public agency's future share of the costs and expenses incurred by the Authority in the course of its activities, as and to the extent described in this Agreement with respect to all Members. Upon satisfaction of the provisions of this clause (b), such public agency shall be a Member for all purposes of this Agreement. The effectiveness of such membership shall not constitute an amendment or modification of this Agreement.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of CSCDA and the District, as the initial Members, when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Obligations or documents related to any Obligations to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of CSCDA, by resolution duly adopted by the Commission of CSCDA, and, in the case of the District, by resolution duly adopted by the District Board, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer, employee, attorney, agent, and, with respect to CSCDA, Commission member, of the Authority, the District, or CSCDA shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the District shall defend such members, officers, employees, attorneys, agents, or, with respect to CSCDA, Commission member, against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer, employee, attorney, agent, or, with respect to CSCDA, Commission member, of the Authority or of any Member shall be personally liable on any Obligations or be subject to any personal liability or accountability by reason of the issuance of Obligations pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a

proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to the District hereunder shall be sufficient if delivered to the General Manager of the District, and notices to CSCDA hereunder shall be sufficient if delivered to CSCDA staff.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member, in the manner provided by law.

This Agreement is made in the State, under the Constitution and laws of the state and is to be construed as a contract made and to be performed in the State.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized.

NORTH MARIN WATER DISTRICT

By _____
Board President

Attest:

District Secretary

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

[Joint Exercise of Powers Agreement - North Marin Water District Financing Authority]

RESOLUTION NO. 26-08

**RESOLUTION OF THE BOARD OF DIRECTORS OF
NORTH MARIN WATER DISTRICT
AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF POWERS
AGREEMENT BY AND BETWEEN THE NORTH MARIN WATER DISTRICT AND THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FORM THE
NORTH MARIN WATER DISTRICT FINANCING AUTHORITY**

WHEREAS, under the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the "JPA Act"), a number of California cities, counties and special districts, entered into a joint exercise of powers agreement pursuant to which California Statewide Communities Development Authority ("CSCDA") was organized; and

WHEREAS, CSCDA, acting pursuant to the JPA Act, may enter into a joint exercise of powers agreement with one or more public agencies pursuant to which such contracting parties may jointly exercise any power common to them and to exercise additional powers granted under the JPA Act; and

WHEREAS, CSCDA and the North Marin Water District (the "District") desire to create and establish the North Marin Water District Financing Authority (the "Authority") pursuant to the JPA Act; and

WHEREAS, there has been presented to this meeting a proposed form of Joint Exercise of Powers Agreement (the "Authority Agreement"), by and between CSCDA and the District, which creates and establishes the Authority; and

WHEREAS, under California law and the Authority Agreement, the Authority will be a public entity separate and apart from the parties to the Authority Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of CSCDA, the District or any representative of the District serving on the governing body of the Authority or as an officer of the Authority.

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

Section 1. Approval of Authority Agreement. The Board of Directors hereby approves the Authority Agreement in substantially the form on file with the Board Secretary, together with any changes therein or additions thereto approved by the President or the General Manager (each, an "Authorized Officer"). The Authorized Officers are hereby authorized and directed for and in the name and on behalf of the District to execute the final form of the Authority Agreement, and the Board Secretary is hereby authorized and directed to attest to the final form of the Authority Agreement. Execution of the Authority Agreement by an Authorized Officer shall be conclusive evidence of the approval of any changes therein or additions thereto by an Authorized Officer.

Section 2. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the Board of Directors of the North Marin Water District at a regular meeting of said Board held on the 20th day of October, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Directors

ATTEST: District Secretary

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MEMORANDUM

To: Board of Directors October 20, 2026
From: Pablo Ramudo, Director of Water Resources 
Subject: Revisions to Regulations 6 and 36 Related to Cross-Connection Control
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RECOMMENDED ACTION: Consider Adopting Resolution 26-09 Approving changes to Regulations 6 and 36

FINANCIAL IMPACT: None at this time (financial impacts anticipated in FY 27/28 and beyond)

As outlined in the September 15, 2026 Board Meeting Agenda information item, recent regulatory changes affecting California-permitted water systems' cross connection control and backflow requirements were recently passed by the California Water Resources Control Board in the form of a new policy handbook. For the District to comply with the updated state rules, we are making certain changes to our program and regulations need to be updated to support them.

Proposed Revisions to Regulation 6 and 36

The proposed revisions to Regulations 6 and 36 in the attached drafts (Attachments 1 and 2) are meant to address the changes to the state regulations and support the District's revamped cross-connection control and backflow protection program. A number of the changes facilitate the conveyance of ownership of some existing backflow protection assemblies (BPAs), and those installed in the future, to the customer whose services are determined to require them due to an on-site hazard. The responsibility for testing, repair, and replacement will belong to customers for all customer-owned devices, as has been the case for most commercial BPAs for much of the District's history. The revision also includes the authority to refuse or terminate water service in cases of non-compliance with reference to District Regulation 55.

Following the Board's adoption of the revisions to the regulations, the District will engage in a customer education campaign that will include general information about the program, customer surveys that will make up the bulk of on-site hazard assessments, and targeted letters to those customers that will have to meet backflow protection requirements for the first time. Other upcoming changes to the program are discussed in Attachment 3.

The proposed changes to Regulations 6 and 36 as well as the resolution (Attachment 4) have been reviewed by District legal counsel.

RECOMMENDATION

That the Board Adopt Resolution No. 26-09 approving changes to Regulations 6 and 36.

Attachments:

1. Draft NMWD Regulation 6
2. Draft NMWD Regulation 36
3. NMWD Cross Connection Control and Backflow Prevention Program Summary
4. Resolution 26-09 Amending Regulations 6 and 36

NORTH MARIN WATER DISTRICT
REGULATION 6
CROSS-CONNECTION CONTROL AND BACKFLOW
PROTECTION FOR POTABLE WATER SERVICE

a. General

North Marin Water District (District) ~~furnishes supplies~~ potable water service under permits issued by the State ~~of California~~ Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) Department of Public Health. In order to comply with the terms of these permits and all State regulations intended to protect the potable public water supply from pollution or contamination, an appropriate backflow prevention assembly (BPA) ~~er~~ shall be installed at every service connection where one is required by District regulations and DDW as set forth in the SWRCB Cross-Connection Control Policy Handbook (CCCPH) ~~of the Department of Public Health set forth in Title 17 California Code of Regulations as sections 7583 through 7605~~. Some examples of State mandated sites needing devices are: ~~locations with an auxiliary water supply (such as a private well), locations handling pressurized fluids, locations served by recycled water, and locations with plumbing connections to non-potable piping.~~

~~Specific requirements are found in the District's Cross-Connection Control and Backflow Protection Manual.~~

This ~~r~~Regulation supplements and does not supersede local plumbing regulations, codes or ordinances, or State regulations related to water supply. Specific information for program requirements can be found in the District's Cross-Connection Control Program Manual (CCCPM).

b. Type of Backflow Prevention~~er~~ Assembly Required

The District shall determine the general type of BPA ~~preventer~~ to be installed, ~~giving consideration to~~ the likelihood of backflow occurring, the type of pollution or contamination that may occur, distribution system pressure, and compliance with applicable State regulations. The general type of BPA's ~~backflow preventers~~ the District may require in decreasing order of protection are: Air Gap (AG), Reduced Pressure Principle ~~device~~ (RPP) and double-Double check Check valve-Valve (DCV). The manufacturer and model of the BPA must comply with Section 4 of the District's CCCPM. ~~District shall approve of the specific model of device prior to installation.~~

c. Installation

Installation of all BPA's shall be at the customer's expense. Installation may be performed by any third-party installer that meets the requirements set forth in the District's CCCPM. The District may elect to install the BPA at its sole discretion.

The manner and location of installation shall be in accordance with District's current design and construction ~~standards and specifications~~, and shall be subject to District approval. All installations shall be as close to the service connection, as defined in the District's CCCPM, as practical. In all cases, the BPA shall be installed before the first branch line leading off the customer's service line, with no outlet, tap, tee, or connection between the service connection and BPA unless approved by the District prior to installation.

~~Backflow prevention devices may be installed by the District or others at the discretion of the customer. The District shall inspect all installations. Installation and inspection of all backflow devices shall be at the customer's expense.~~

d. Ownership

BPA's are owned by the customer (customer-owned) unless otherwise determined to be owned by the District (District-owned) at the sole discretion of the District, per the District's CCCPM.

e. Inspection and Testing of Backflow Preventers

Inspection of all BPA's shall be at the customer's expense. Newly installed or repaired BPA's will be inspected by the District or other certified professionals at the sole discretion of the District. BPA installations will not be considered complete without a passing inspection, as well as a passing test report (see below).

For cases in which approval of occupancy, permit sign-off, or other approval is required by the City or Novato, County of Marin, or other land use authority, such approval by the District will require a passing inspection and a passing test report (see below).

d.f. Testing

Testing of all BPA's shall be at the customer's expense. Testing shall only be conducted by individuals holding valid backflow prevention assembly tester certification from the California-Nevada Section of the American Water Works Association (CA-NV AWWA). A certified passing inspection and performance test of all BPA's backflow preventers shall be performed prior to placing a newly installed BPA in service, and then annually or more often in those instances where successive inspections-tests indicate repeated failure or on such other schedule approved by the Department of Public Health. ~~Installed devices may be tested by the District or others at the sole discretion of the District. Inspection and testing will be at the customer's expense. Inspections will be conducted only by individuals certified by AWWA (American Water Works Association) as backflow prevention testers.~~

Notice to test BPA's will be sent to all customers annually with customer-owned BPA's at water service connections. Exceptions of notice include District-owned BPA's that are tested annually by the District. A passing test report of a certified inspection will must be submitted to the District within 30 days of notice that a test report inspection is due. If a customer fails to submit a passing test report within 30 days of the due date, the District may shut off water service to the premises per District Regulation 55.

All Cross-Connection Control related communications will be mailed to the customer's billing address used for the District water utility bill.

e.g. Repairs or Replacement of Backflow Prevention Devices

Backflow devices that fail a performance test will be repaired or replaced by the customer except in the case of 3/4", 1" and 1 1/2" double check valve assemblies installed by the District. These assemblies (3/4", 1" and 1 1/2") installed by the District will be repaired or replaced by the District. Repairs shall be made within 45 days of notice of device failure.

If a customer fails to make the necessary repairs within the 45-day notice period as required, District staff shall be entitled to make said repairs and include the actual cost of the District's repair work on the customer's next water bill. Customer-owned BPA's that fail annual testing must be repaired or replaced by the customer. District-owned BPA's, including dedicated fire service assemblies, that fail annual testing will be repaired or replaced by the District. Following replacement of a District-owned BPA, ownership of the BPA will transfer from the District to the customer.

A passing test report must be received within 30 days of notice of BPA failure. If a customer fails to make the necessary repairs or replacement and submit a passing test report within the 30 day notice period as required, the District may shut off water service to the premises per District Regulation 55.

f.h. Backflow Prevention Assembly Charges for Installation Performed by District

EachThe customer having a customer-owned BPA is responsible for all costs associated with the installation, inspection, testing, repair, and replacement of the BPA.

shall pay a charge for installation of backflow prevention devices in accordance with the following table:

If installed at time of initial meter set:

<u>Size</u>	<u>Device</u>	<u>Charge (7/2013)</u>
<u>3/4"</u>	<u>DCV</u>	<u>\$321.00</u>
<u>1"</u>	<u>DCV</u>	<u>\$352.00</u>
<u>1 1/2"</u>	<u>DCV</u>	<u>\$402.00</u>
<u>3/4"</u>	<u>RPP</u>	<u>\$451.00</u>
<u>1"</u>	<u>RPP</u>	<u>\$549.00</u>
<u>1 1/2"</u>	<u>RPP</u>	<u>\$667.00</u>

If installed on an existing meter, additional installation costs will be added.

Charges for larger assemblies shall be based on the actual cost of each installation

Each customer having a District-owned BPAbackflow prevention device serviced by the District shall pay a bimonthly fee for services performed by the District servicing the device as shown inper District Regulation 54.

If a BPA is installed by the District at the time of the initial meter set, the cost to the customer shall be based on the Engineering Department Schedule of Charges for Backflow Prevention Assembly Installation.

If a BPA is installed by the District on an existing service (retrofit), or if there are extenuating circumstances related to the BPA installation, the customer may be required to pay charges based on the actual time and material cost incurred by the District, in its sole discretion.

g.i. Noncompliance

If a customer fails to comply with this fRegulation by failure to install, test or correct deficiencies or by removal, tampering with or modifying a preventerrequired BPA, the District shall have the right to refuse or discontinueterminate water service in accordance with District Regulation 55 and, if it deems necessary, physically disconnect the customer's piping from the District's distribution system.

Any customer who willfully fails to install a backflow prevention device as required herein, or who willfully bypasses or alters such a device is guilty of a misdemeanor, and will be subject to prosecution and, upon conviction thereof, shall be punishable by a fine not exceeding \$500.00 or by the imprisonment in the County jail for a period not exceeding six months or by both fine and imprisonment (California Health and Safety Code section 116820).

h.j. Access for Inspection

~~North Marin Water~~ District personnel ~~and representatives of any governmental health agency~~ shall have the right of ingress to and egress from the customer's premises at all reasonable hours without prior notification for the purpose of investigating compliance with this ~~f~~Regulation and ~~State Department of Public Health~~DDW requirements.

i.k. Liability

The District shall not be liable for any injury to persons or damage to property which may result directly or indirectly from the installation, malfunction, testing or repair of any BPA-backflow preventer. The District strongly encourages customers with BPAs at service connections to have a licensed plumber verify that the hot water system is adequately protected against thermal expansion. The installation of a BPA creates a closed water system, which can cause damage or injury if thermal expansion is not properly accounted for.

**NORTH MARIN WATER DISTRICT
REGULATION 36**

INSTALLATION OF SERVICE TO ~~PRIVATE-DEDICATED~~ FIRE PROTECTION SYSTEMS

The installation of facilities to provide water supply to ~~dedicated~~privately owned and maintained systems to sprinklers, hydrants, standpipes, or other facilities exclusively for fire fighting, shall be done in accordance with the procedures for extension of water distribution facilities covered under Regulations 20 through 35.

Each dedicated fire protection service shall be ~~installed with a detector check assembly~~ designed by the District. Services of 2 ½" or greater shall be installed with an approved minimum of a Double Check Detector Assembly (DCDA). Services that are 2" or less shall be installed with an approved minimum of a Double Check Valve Assembly (DC). ~~The assembly shall be operated and maintained as part of the District's system.~~

Once installed, the assembly shall be customer-owned. Maintenance of any required facility shall be the sole responsibility of the customer. The District shall only maintain the bypass meter and the water main from the connection to the existing water main to the customer's service connection, i.e. flange or service shut-off which shall be upstream of the backflow prevention assembly (BPA).

Charges for standby fire protection service shall be in accordance with Regulation 54. No charge will be made for water used to extinguish accidental fires or routine testing of a fire protection system. ~~Notwithstanding~~Notwithstanding the responsibility to pay the costs for other extensions of the water distribution system to provide potable water service governed by Regulations 20 through 35, ~~the~~ customer shall pay the full cost of the installation of the standby fire protection service connections, any required meters or BPA and any water mains installed solely for service to the standby connections. ~~The Applicant for a private fire protection service shall be responsible for operation and maintenance of facilities beyond the assembly and for payment of the rates set forth in Regulation 54 c.~~

CROSS CONNECTION CONTROL and BACKFLOW PREVENTION PROGRAM SUMMARY

Acronyms used for various types of backflow preventer devices

BPA = Backflow Prevention Assembly
DCV = Double Check Valve
RPP = Reduced Pressure Principle device

Number of BPAs:

- Novato System = 1706 (District-owned- DCV = 484, RPP = 89)
 - 260 customer-owned RPPs to be added in Gateway Commons project
- Point Reyes System = 92 (District-owned: DCV = 27, RPP = 6)

Fire Services:

- Novato System = 409 (District-owned: 409, approximately 70 ready to be conveyed to customer ownership)
- Point Reyes System = 9 (District-owned: 9)

Novato Recycled Water Sites = 104

- Annual inspections at each site
- “Double Shutdown” cross connection test = approximately 26 per year

Three staff positions are currently assigned to the program.

UPCOMING PROGRAM CHANGES

Under the latest regulations there will be a number of changes to NMWD's programs:

- Onsite hazard assessments are required for each premise served by NMWD. This will be accomplished in a few different ways, most without an in-person inspection of the property.
 - For most residential, single-family homes, this will be a questionnaire submitted by the customer on our website. This will be a requirement at each sign-in for services but will also be prompted of each existing customer through an email (for customers that receive their bill by email, and those registered in Water Smart), or a postcard delivered to their address. Those customers that fail to submit the questionnaire will be called or visited by staff to complete the requirement.
 - For commercial, industrial, and other customers there will be an on-site hazard assessment performed by an NMWD cross connection control specialist.
- Under more prescriptive guidelines and with hazard assessments at each customer's premise, there will likely be a doubling of the number of services where a backflow protection assembly is required as a condition for service over the next several years.
- The existing District-owned BPAs will continue to be tested by District staff or District contractors. Newer devices that meet current standards will be conveyed to the customer with the adoption of revised regulations. Older, obsolete and substandard devices that fail annual testing and inspection will be replaced and subsequently transferred to the customer. Once the BPA ownership is transferred to the customer, they will also be responsible for annual testing, as well as any maintenance, repairs, or replacement going forward.
- The transition to fully customer-owned devices is likely to take at least ten years.
- The upcoming changes to the program will require an increase in labor hours dedicated administration, customer service and communication, BPA replacement, on-site hazard assessments, and site consultation for placement of new assemblies.
- Ultimately the proportion of labor hours spent on administration, record keeping, reporting, and customer communications will increase in relation to the time spent on testing, repair, and replacement of backflow prevention assemblies.

RESOLUTION 26-09**RESOLUTION OF THE BOARD OF DIRECTORS OF
NORTH MARIN WATER DISTRICT
AMENDING REGULATIONS 6 AND 36**

WHEREAS, pursuant to Water Code Section 31024, the Board of Directors (Board) of the North Marin Water District (District) may establish rules and regulations for the sale, distribution, and use of water; and

WHEREAS, pursuant to the California Safe Drinking Water Act (SDWA), there are long-standing statutory mandates concerning backflow and cross-connection control as well as similar requirements in Title 22 of the California Code of Regulations; and

WHEREAS, the District oversees permitted Public Water Systems (PWS) in California and is subject to numerous health, safety, and water quality standards, codes, regulations, and ordinances, including those mandated under the SDWA and Title 22; and

WHEREAS, the State Water Resources Control Board adopted a Cross-Connection Control Policy Handbook on December 19, 2023 to comply with new requirements in the California Health and Safety Code as amended by Assembly Bill 1671 and Assembly Bill 1180 and which required the District to submit a Cross-Connection Control Plan to the State by July 1, 2025 and the plan was submitted on June 30, 2025 and approved by the State on September 10, 2025; and

WHEREAS, District staff has prepared a Cross-Connection Control Plan that includes a District Cross-Connection Control Manual and proposed revisions to existing District Regulation 6 to meet the state's requirement to demonstrate that the District has the legal authority to implement corrective actions in the event a District water user fails to comply in a timely manner with the provisions regarding the installation, inspection, field testing, or maintenance of a Backflow Prevention Assembly ("BPA") (See Exhibit A); and

WHEREAS, District staff has recommended updating the language contained in various sections of Regulation 6 to clarify the legal authority of the District as well as the roles and responsibilities related to cross-connection control including the installation, testing, and reporting associated with a BPA, and the obligations of District customers where a BPA is required; and

WHEREAS, District staff has also recommended updating the language contained in various sections of Regulation 36 to clarify the legal authority as well as the roles and responsibilities associated with private fire service assemblies (See Exhibit B).

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of North Marin Water District finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.
2. The Board of Directors of the North Marin Water District hereby amends Regulation 6 as indicated in **EXHIBIT A**, attached hereto and incorporated by this reference.
3. The Board of Directors of the North Marin Water District hereby amends Regulation 36 as indicated in **EXHIBIT B**, attached hereto and incorporated by this reference.
4. This Resolution shall be effective immediately upon adoption and shall remain in effect until such time as modified, repealed, or superseded by further resolution of the Board.
5. If any provision of this Resolution, or any part thereof, is for any reason held to be *ultra vires*, invalid, unenforceable, or unconstitutional, the remaining provisions shall remain in full force and effect.

* * * * *

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 October 20, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Eileen Mulliner, Secretary
North Marin Water District

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DISBURSEMENTS - DATED OCTOBER 8, 2026

Date Prepared 10/5/26

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 9/30/26	\$219,269.18
91110*	Internal Revenue Service	Federal & FICA Taxes PPE 9/30/26	100,309.72
91111*	State of California	State Taxes & SDI PPE 9/30/26	25,303.28
91112*	CalPERS	Pension Contribution PPE 9/30/26	60,329.04
91108*	Nationwide	Deferred Compensation-457 PPE 9/30/26	18,895.35
91109*	Nationwide	Deferred Compensation 9/30/26-401A Match	3,231.19
91107*	CalPERS	October 2026 Health Insurance Premium (Employer \$74,309, Retirees \$13,119 & Employees \$9,418)	96,846.12
1	Automation Direct	Power Supply (2) (\$181) & Connection Cable	203.76
2	Big Brand Tire and Service	Tires (8) (\$1,706-'25 F250, \$1,706-'24 F250) & Alignments (\$358)	3,770.89
3	Buck's Saw Service	Screws (4), Gaskets (4) & Spring Retainer	109.15
4	Carpenter Group Hayward	Aircraft Cable (500')	617.01
5	Cla-Val	Springs (4)	262.20
6	Clean Earth Inc.	Hazardous Waste Disposal (Lab)	79.67
7	Comcast	October Phone Services (Yard & STP)	1,624.54
8	Comcast	October Internet (999 Rush Creek Place)	1,633.89
9	John Cook	Novato Toilet Rebate Program	200.00
10	Diesel Direct West	Diesel (412 gal) & Gasoline (1,002 gal)	10,111.45
11	Direct Line Inc	September Telephone Answering Service	361.00
12	Forevergreen Landscape	Landscaping Sept 2026 (999 Rush Creek Place)	885.00

Seq	Payable To	For	Amount
13	Grainger	Diesel Additive (15) (\$291), Anti-Seize Lubricant (8) (\$255), Safety Boots (\$300), Utility Pump (\$334) (STP), 5" Eye Nuts (2) (\$219), Welding Cable (50') (\$257), Submersible Sump Pump (\$292) & Miscellaneous Tools & Supplies	2,920.78
14	Kehoe, Chris	Exp Reimb: Food for Staff Event	53.11
15	Kennedy Jenks	Prog Pymt #1: Hydraulic Analysis for 777 San Marin Drive (Balance Remaining on Contract \$26,146)	1,525.75
16	Larsengines	Service Parts for Cut-Off Saws (2)	366.34
17	Lincoln Life Employer Serv	457 Deferred Compensation PPE 9/30/26	6,735.30
18	Marin Color Service	Paint & Supplies	90.29
19	Marin Landscape Materials	Soil (1 yd) & Quik Mix (42 bags) (\$434)	482.77
20	Marin County	Encroachment Permits (1090 Calle Paseo & 113 Wild Horse Valley Dr-Novato & 11401 State Rte. 1, Point Reyes Station) (\$736 each)	2,208.60
21	McMaster-Carr Supply Co	Spiral Wire Sleeving (30'), Rectangular Tube, Steel Bar, Screws (18) (\$188) & Nuts (18)	477.14
22	North Marin Auto Parts	Vehicle Cleaning Supplies (\$382), Service Parts ('21 Nissan Frontier-\$231, Concrete Mixer, '19 Ditch Witch, STP Generator-\$275), 5 Gal Buckets (15) (\$138), Diesel Additive (\$102) & Miscellaneous Supplies	1,207.01
23	North Bay Gas	Nitrogen, Acetylene, Argon (\$434), Carbon Dioxide (\$127) & Oxygen	763.21
24	Novato Builders Supply	Lumber, Concrete (2 yds) (\$479), Dobies (80) & Tie Wire (330')	577.18
25	ODP Business Solutions, LLC	Receipt Books (504) (Customer Service)	213.78
26	O'Reilly Auto Parts	Vehicle Detail Wipes (9)	83.48
27	Pace Supply	12" Foam Swabs (4)	299.78
28	Roy's Sewer Service	Plumbing Services (999 Rush Creek Place) (\$1,000) & Sewer Cleaning Services (North Street Sump & Lift Station-OM) (\$4,500)	5,500.00

Seq	Payable To	For	Amount
29	Soiland Co., Inc.	Asphalt Recycling (8 yds)	280.25
30	Sonoma County Water Agency	August Contract Water	759,045.00
31	SPG Solar Facility XII, LLC	August Energy Delivered Under Solar Services Agreement	15,137.51
32	Thatcher Company of CA	Chlorine (2,000 lbs) (STP)	5,598.00
33	Unicorn Group	Postage for Novato Fall Waterline Newsletter	6,721.67
34	Vanguard Cleaning Systems	October Janitorial Service (999 Rush Creek Place-\$4,950 & STP-\$920)	5,870.00
35	Verizon Wireless	September Cell Phone Charges	1,821.64
36	VWR International LLC	Long Handle Brush, Reagent Powder (1,000) (\$384), Mask Dispenser, Manganese Coded Ultra Lamp (\$1,200), Lead Coded Ultra Lamp (\$1,026) & Mineral QC Sample (\$194) (Lab & STP)	2,893.23
37	West Valley Construction Co.	Refund Security Deposit on Hydrant Meter Less Final Bill	642.31
38	ZORO	Nutsetter, Safety Gloves (1,200) (\$299), 14" Saw Blades (2) (\$256) & Dunnage Rack	664.33
TOTAL DISBURSEMENTS			<u>\$1,366,220.90</u>

The foregoing payroll and accounts payable vouchers totaling \$1,366,220.90 are hereby approved and authorized for payment.


 Director of Administrative Services

10/06/26
 Date


 General Manager

10/6/2026
 Date

DISBURSEMENTS - DATED OCTOBER 15, 2026

Date Prepared 10/12/26

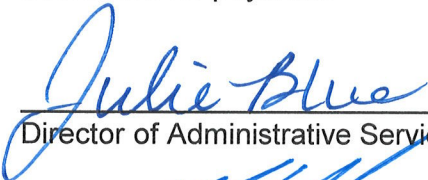
The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
1	Alpha Analytical Labs	Lab Testing	\$4,259.00
2		Retiree Exp Reimb (Sept Health Ins)	1,667.84
3	AT&T	Phone Line-Point Reyes Treatment Plant	30.33
4	Soraya Aughney	Replacement Payment-Correct Payee (Refund Overpayment on Closed Account)	47.26
5	AWWA CA-NV SEC	Lab Analyst 3 Renewal (Reischmann)	110.00
6	Bearing & Hydraulics	Couplings (2)	78.39
7	BWS Distributors	Rain Gear (Const., Maint., Lab & STP)	3,145.73
8		Retiree Exp Reimb (Sept Health Ins)	650.36
9		Retiree Exp Reimb (Sept Health Ins)	674.31
10	DataTree	September Subscription to Parcel Data Information	100.00
11	Enterprise FM Trust	Monthly Leases for Nissan Rogue (2), Nissan Frontier, Nissan Leaf, F-150's (6), F-250's (5), Ford Rangers (6) & Chevy Bolts (2)	10,985.43
12	Environmental Science Assoc	Prog Pymt#20: Stafford Lake Park Service Line (Balance Remaining on Contract \$20,308)	2,240.76
13	Evoqua Water Technologies LLC	Service on Deionization System (Lab)	225.00
14	Frontier Communications	October Internet (Point Reyes Treatment Plant)	625.75
15	Grainger	Club Hammer (\$223), Hole Saws (20) (\$259), Filter Cutter (\$212) & Miscellaneous Tools & Supplies	1,529.68
16	InfoSend, Inc.	September Processing Fee for Water Bills (\$1,470), Postage (\$5,012) & Monthly Support Fee (\$1,079)	7,560.67

Seq	Payable To	For	Amount
17	International Dioxide Inc	Parts for Chlorine Dioxide Generator (STP)	9,056.87
18		Retiree Exp Reimb (Sept Health Ins)	1,667.84
19	Marin County Ford	Service Parts ('24 F150-\$121, '24 F250-\$465, '25 F250-\$356, '26 F250-\$160)	1,102.25
20	Marin County	Encroachment Permit (50 Knob Hill Rd-Point Reyes Station)	736.20
21	McDonald, Daniel	Exp Reimb: Safety Boots	319.28
22	Miller Pacific Engineering	Prog Pymt#30: Geotechnical Services Cherry Hill Retaining Wall Replacement (Balance Remaining on As Needed Contract \$16,017)	4,493.98
23	Nerviani's Backflow	Backflow Testing (72)	5,040.00
24	NMWD Employee Association	Association Dues (7/15/26-9/30/26)	2,540.00
25	ODP Business Solutions, LLC	Miscellaneous Office Supplies & Printer Ink	211.87
26	Pace Supply	Caps (5), Service Saddles (2) (\$128), Valves (2) (\$1,188), Box Lids (2), Elbows (2), Nuts (50), Bushings (2), Couplings (4) (\$3,576), Gaskets (40) (\$600), Angle Meter Stops (27) (\$1,156), Meter Spuds (45) (\$833), Tees (6) (\$1,578), Bolts (600) (\$1,285) & Hydrant Extensions (5) (\$776)	11,414.20
27	PG&E	Power: Bldgs/Yard (\$10,854), Other (\$201), Pumping (\$81,408), Rect/Cont (\$263) & TP (\$7,449)	100,174.84
28	Pini Hardware	Miscellaneous Tools & Supplies	350.41
29	Pollard Water	Fiberglass Marking Posts (10)	352.33
30	Recology Sonoma Marin	September Waste Removal (999 Rush Creek Place-\$732 & STP-\$334)	1,066.06
31	Roy's Sewer Service	Inspect & Televis Drain Lines on Novato Creek Dam Spillway	2,500.00
32		Retiree Exp Reimb (Sept Health Ins)	674.31
33	Dan Shea	Refund Credit on Closed Account	250.00
34	Staples Advantage	Toner Cartridges (4)	334.29

Seq	Payable To	For	Amount
35		Retiree Exp Reimb (Sept Health Ins)	1,667.84
36	Underground Republic Water Works, Inc.	Couplings (11) (\$6,782), Nipples (5), Reducers (5), Spools (5) (\$3,745), Flanges (8) (\$2,342), Tee (\$1,551), Valves (4) (\$9,822), Gaskets (54) (\$799), Swivel Joint (\$2,773) & Plugs (7)	27,987.75
37	Van Bebber Bros	Metal Tube & Sheet (Construction)	95.24
38	Verizon Wireless	SCADA & AMI Collectors (\$650)	1,447.04
39	VertexOne Software LLC	September Service Fee	99.17
40	Wilson Bohannon Company	Padlocks for Hydrant Meters (12)	195.33
41	ZORO	Safety Supplies, Leaf Blower (\$196) & Battery Back-Up Systems (2) (\$211)	489.53
TOTAL DISBURSEMENTS			<u>\$208,197.14</u>

The foregoing payroll and accounts payable vouchers totaling \$208,197.14 are hereby approved and authorized for payment.

	<u>10/13/26</u>
Director of Administrative Services	Date
	<u>10/13/2026</u>
General Manager	Date

NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR SEPTEMBER 2026
October 20, 2026

1.

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

Month	FY26/27	FY25/26	FY24/25	FY23/24	FY22/23	27 vs 26 %
July	255.2	248.1	264.8	218.6	224.5	3%
August	266.3	250.8	252.9	230.9	235.9	6%
September	240.7	238.5	237.7	212.4	203.5	1%
FYTD Total	762.2	737.3	755.5	662.0	663.9	3%

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

Month	FY26/27	FY25/26	FY24/25	FY23/24	FY22/23	27 vs 26 %
July	7.3	8.1	8.9	7.1	6.3	-10%
August	7.4	8.3	8.7	7.5	6.8	-11%
September	6.6	7.9	7.9	6.7	6.3	-17%
FYTD Total	21.2	24.3	25.5	21.3	19.5	-13%

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

Month	FY26/27	FY25/26	FY24/25	FY23/24	FY22/23	27 vs 26 %
July	101.0	93.4	0.0	67.0	56.3	8%
August	117.9	85.8	0.0	98.3	67.9	37%
September	109.0	79.4	0.0	112.6	57.8	37%
FYTD Total	327.9	258.6	0.0	277.9	182.0	27%

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

Month	FY26/27	FY25/26	FY24/25	FY23/24	FY22/23	27 vs 26 %
July	36.5	39.1	54.6	31.0	43.1	-6%
August	35.2	40.3	50.1	34.8	41.6	-13%
September	25.6	26.7	41.0	26.1	29.2	-4%
FYTD Total*	97.3	106.0	145.7	91.9	113.9	-8%

*Excludes potable water input to the RW system: FY26&FY27 = Total Consumption, FY25=19MG, FY24=13.8MG, FY23=10.8 MG FY22=10 MG;
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2. Regional and Local Water Supply

Lake Sonoma

	Current	2025
Lake Storage*	76,073 MG	74,924 MG
Supply Capacity	92 %	90 %

*Normal capacity = -245,000 AF (79,833.5 MG); deviation storage pool of 264,000 AF (86,025 MG)

Lake Mendocino

	Current	2025
Lake Storage *	19,502 MG	22,426 MG
Supply Capacity	54 %	62 %

*Normal capacity = 70,000-110,000 AF (22,800-35,840 MG); FIRO pool 26,000-36,170 MG

3. Stafford Lake Data

	September Average	September 2026	September 2025
Rainfall this month	.22 Inches	.04 Inches	.04 Inches
Rainfall this FY to date	26.92 Inches	.04 Inches	.04 Inches
Lake elevation*	182.96 Feet	186.03 Feet	184.77 Feet
Lake storage**	592 MG	747 MG	680 MG
Supply Capacity	42 %	53 %	48 %

* Spillway elevation is 196.0 feet (NGVD29)

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

Temperature (in degrees)

	Minimum	Maximum	Average
September 2026 (Novato)	46	102	66.87
September 2025 (Novato)	51	100	69.77

4. Number of Services

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September 30	Novato Water			Recycled Water			West Marin Water			Oceana Marin Sewer		
	FY27	FY26	Incr %	FY27	FY26	Incr %	FY27	FY26	Incr %	FY27	FY26	Incr %
Total meters installed	21,053	21,034	0.1%	107	106	0.9%	814	811	0.4%	-	-	-
Total meters active	20,904	20,886	0.1%	105	104	1.0%	805	802	0.4%	-	-	-
Active dwelling units	23,977	23,976	0.0%	-	-	-	838	838	0.0%	241	241	0.0%

5. Oceana Marin Monthly Status Report

Description	September 2026	September 2025
Effluent Flow Volume (MG)	.339	.286
Irrigation Field Discharge (MG)	.441	.31
Treatment Pond Freeboard (ft)	7.6	Empty
Storage Pond Freeboard (ft)	10.8	9

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. Injured	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
FY 26/27 through Sept	54	\$23,653	2	0	\$0
FY 25/26 through Sept	30	\$13,065	3	0	\$0

Days since lost time accident through September 30, 2026 56 Days

7. Energy Cost

		September			Fiscal Year-to-Date thru September		
FYE		kWh	¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
FY 26/27	Stafford TP	60,550	25.0¢	\$505	186,613	25.0¢	\$507
	Pumping	164,459	41.9¢	\$2,152	477,500	42.4¢	\$2,225
	Other ¹	51,786	46.1¢	\$745	150,551	48.7¢	\$807
		276,795	39.0¢	\$3,401	814,664	39.6¢	\$3,538
FY 25/26	Stafford TP	50,265	24.6¢	\$413	183,454	24.4¢	\$486
	Pumping	179,836	42.9¢	\$2,410	509,791	46.5¢	\$2,602
	Other ¹	42,050	43.4¢	\$571	110,871	45.9¢	\$559
		272,151	39.6¢	\$3,393	804,116	41.3¢	\$3,647
FY 24/25	Stafford TP	59,210	23.9¢	\$472	195,869	23.7¢	\$504
	Pumping	172,670	40.5¢	\$2,183	501,317	40.9¢	\$2,255
	Other ¹	36,321	40.8¢	\$463	113,850	47.3¢	\$592
		268,201	36.9¢	\$3,119	811,037	37.7¢	\$3,351

¹Other includes West Marin Facilities

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8. Water Conservation Update

	Month of September 2026	Fiscal Year To Date	Program Total To Date
High Efficiency Toilet (HET) Rebates	2	12	4,724
Retrofit Certificates Filed	13	43	7,491
Cash for Grass Rebates	2	2	1,125
Washing Machine Rebates	2	3	6,094
Water Smart Home Survey	3	9	3,985

9. Utility Performance Metric

September 2026 Service Disruptions

SERVICE DISRUPTIONS (No. of Customers Impacted)	September 2026	September 2025	Fiscal Year to Date 2026	Fiscal Year to Date 2025
PLANNED				
Duration Between 0.5 and 4 hours	1	9	18	30
Duration Between 4 and 12 hours	0	0	0	0
Duration Greater than 12 hours	0	0	0	0
UNPLANNED				
Duration Between 0.5 and 4 hours	1	0	4	2
Duration Between 4 and 12 hours	33	0	163	0
Duration Greater than 12 hours	1	0	1	0
SERVICE LINES REPLACED				
Polybutylene	2	7	14	14
Copper Replaced or Repaired)	0	2	5	7

September 2026 Service Disruptions

For the month of September, we had 1 planned service disruption:

Plastic: There were 2 plastic service leaks: one on Lobo Vista and one on W. Robert Dr in West Marin.

Copper: No copper service replacements for the month of September.

Unplanned: There were 2 main breaks: one on a 6" AC line on Calle Paseo which affected 33 customers, and the other one on a 12" steel line at the Highway 37 interchange which only affected a Caltrans meter.

10. Summary of Complaints and Service Orders – September 2026

Tag Breakdown:

Total: **190** Consumer: 78 Office: 112

<u>Type</u>	<u>Sep-26</u>	<u>Sep-25</u>	
<u>Billing</u>			
High Bill	4	6	
Low Bill	0	1	
Total	4	7	
<u>Meter Replacement</u>	39	12	
Total	39	12	
<u>No-Water</u>	2	2	
Total	2	2	
<u>Leak</u>			
Consumer	87	69	
District	6	11	
Total	93	80	
<u>Water Quality</u>			
Other	1	3	
Total	1	3	
<u>Check Pressure</u>	2	2	
Total	2	2	
<u>Turn Off / On</u>	30	28	
Total	30	28	
<u>Other</u>	19	26	
Total	19	26	
<u>TOTAL FOR MONTH:</u>	190	160	19%

Bill Adjustments Under Board Policy:

September 26 vs. September 27

Sep-26	30	\$9,722
Sep-25	25	\$9,599

Fiscal Year vs Prior FY

FY 26/27	68	\$24,831
FY 25/26	66	\$25,799

Customer Service Questionnaire Quarterly Report

Quarter Ending 9/30/2026



NMWD

	Response		
	Agree	Neutral	Disagree
Water Quality			
Courteous & Helpful	4	0	0
Accurate Information	4	0	0
Prompt Service	4	0	0
Satisfactorily Resolved	3	1	0
Overall Experience	3	1	0
	18	2	0

	Agree	Neutral	Disagree
Leak			
Courteous & Helpful	23	0	0
Accurate Information	22	1	0
Prompt Service	22	0	0
Satisfactorily Resolved	20	1	0
Overall Experience	23	0	0
	110	2	0

	Agree	Neutral	Disagree
Billing			
Courteous & Helpful	1	0	0
Accurate Information	1	0	0
Prompt Service	1	0	0
Satisfactorily Resolved	1	0	0
Overall Experience	1	0	0
	5	0	0

	Response		
	Agree	Neutral	Disagree
Pressure			
Courteous & Helpful	3	0	0
Accurate Information	3	0	0
Prompt Service	3	0	0
Satisfactorily Resolved	3	0	0
Overall Experience	3	0	0
	15	0	0

	Agree	Neutral	Disagree
Noisy Pipes			
Courteous & Helpful	0	0	0
Accurate Information	0	0	0
Prompt Service	0	0	0
Satisfactorily Resolved	0	0	0
Overall Experience	0	0	0
	0	0	0

	Agree	Neutral	Disagree
Other			
Courteous & Helpful	10	0	0
Accurate Information	10	0	0
Prompt Service	9	0	0
Satisfactorily Resolved	10	0	0
Overall Experience	10	0	0
	49	0	0

Grand Total	197	4	0
	98%	2%	0%

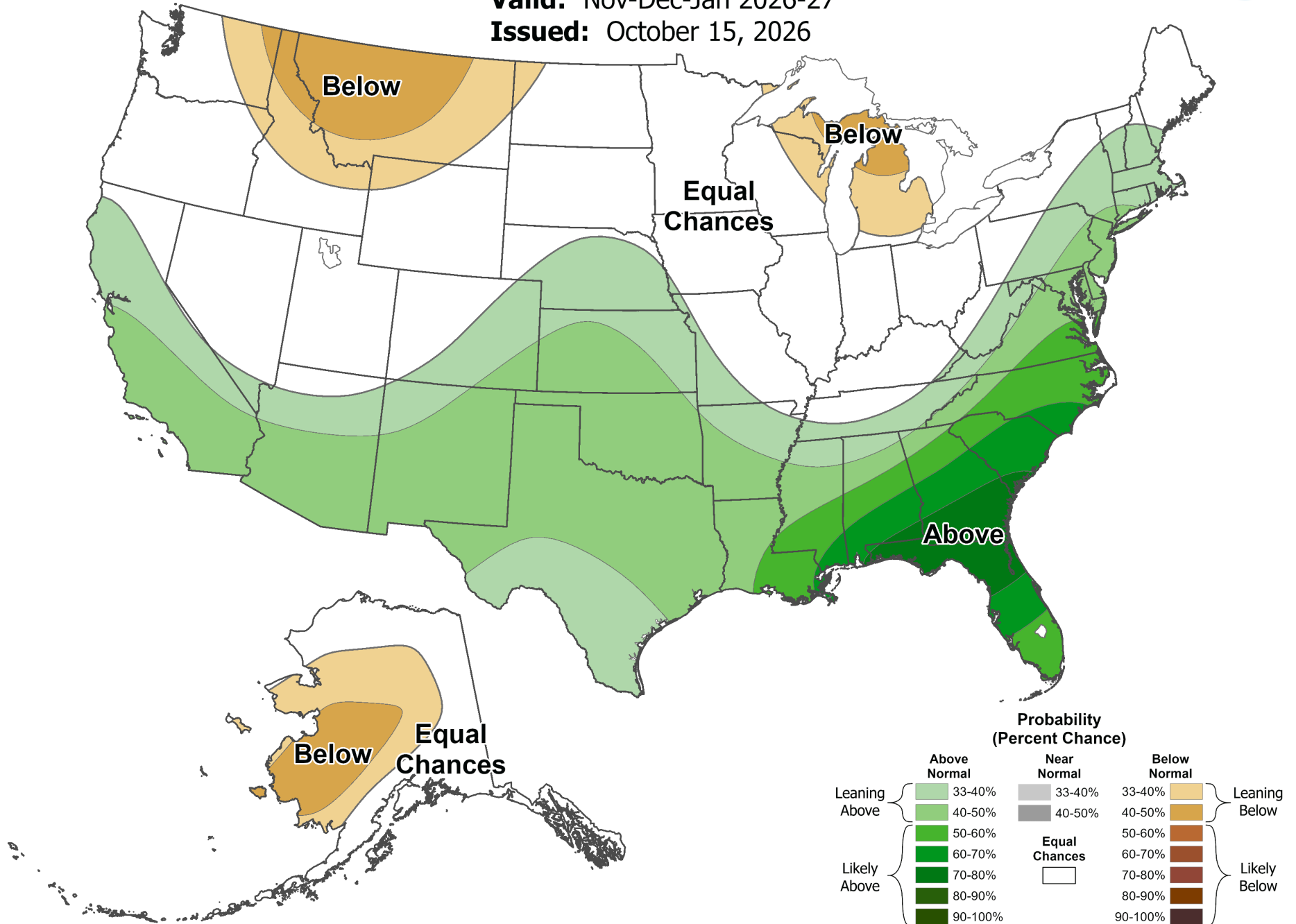
Questionnaires Sent Out	85	100%
Questionnaires Returned	39	46%

Customer Service Questionnaire Quarterly Report	
Quarter Ending: 9/30/26	
Customer Comments	Issues NMWD Should Address In The Future
PRESSURE	
The gentleman that I spoke with was very informative.	
BILLING	
LEAK	
Leak of unknown origin took a few weeks to resolve. No fault of NMWD its from the neighbor several houses up the hill.	
Great service, thank you.	
Travis and Rich were quite helpful and represented NMWD well.	
NMWD was very helpful and quick. They came out right away and repaired the problem. Very professional, good work.	
Thank you for the service.	
I called the emergency line and almost immediately got a call that someone would be at my home in 10 minutes. He was very nice.	
The crew was great and they came right away to service my leak. Good customer service.	
Excellent Service, I appreciate NMWD taking water waste seriously.	
The staff was very helpful and efficient. I was worried about the leak and they arrived quickly. The staff was courteous on the phone and in person. Thank you.	
Thank you!	
Jeff was quick to visit and fix the leak. Thank you!	
Jeff was very helpful and was able to shut off the water at the backflow device. He was quick to respond and was courteous. Thank you!	
First Assessment of leak by landscaper was wrong. He fixed part of the valve. Leak continued and I called a plumber, found leak and fixed pipe.	
Thank you for calling and calming my nerves about a leak. I am a new homeowner and appreciate the effort.	
Your staff were fantastic and helpful and fast. The person who answered the phone knew just what to do and sent someone out. The field tech showed up promptly.	
Thanks so much for your prompt attention at our water meter. All staff were friendly and helpful. The crew who worked on fixing it were so courteous and clearly proficient in their work. Keep up the great work, thank you!	
Very nice young lady, thank you.	
OTHER	
Your employee was terrific.	
Prompt and courteous.	
Very helpful and answered all of my questions.	
I have water smart and I was surprised that it took so long for the leak to be detected.	
Thank you so much, the service was prompt, accurate and helpful.	Please run the recycled water program every year. We hate using good water on our yard when we would rather use recycled water.
The taste of the water here in Point Reyes Station just isn't as good as it was in the last 5-10 years. Its sometimes funky in the summer though the water I was concerned about this time tested within NMWD chlorine limits, it still tastes of chlorine sometimes.	Emailed questionnaire to Lab supervisors for review.
Service response was fast. The person I spoke to was excellent and helped explain everything.	
God Bless NMWD! I cant say enough about how great the service was. Thank you very much!	

Seasonal Precipitation Outlook

Valid: Nov-Dec-Jan 2026-27

Issued: October 15, 2026



[← All News](#)

October 1, 2026

The Momentum Is Building for Better Water Data in California: What Comes Next for the Initiative to Streamline Water Data Reporting

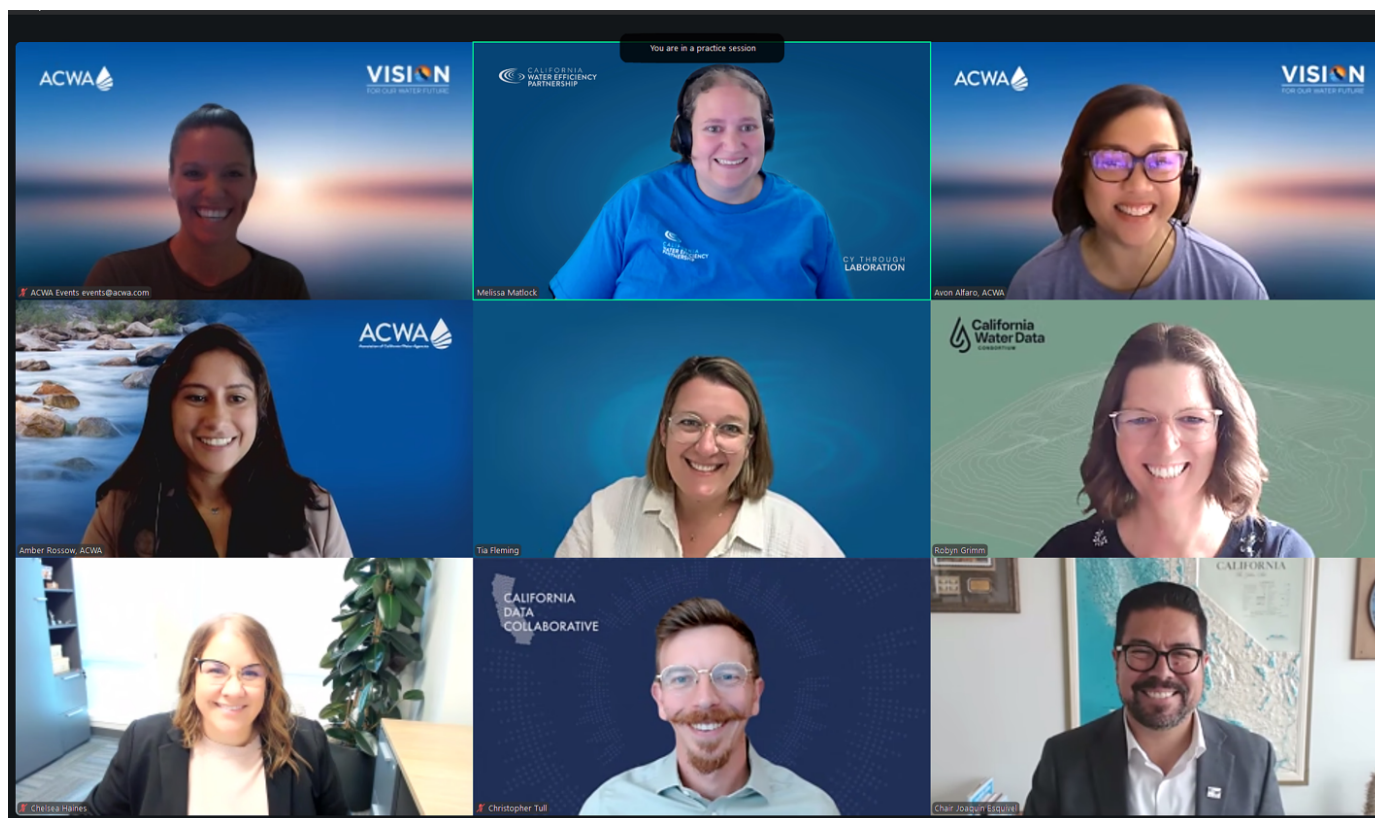
Written by the Initiative to Streamline Water Data Reporting:

- *Melissa Matlock, Deputy Director, CalWEP*
- *Robyn Grimm, Chief Executive Officer, California Water Data Consortium*
- *Chris Tull, Chief Data Officer, California Data Collaborative*
- *Amber Rossow, State Relations Advocate, Association of California Water Agencies*

On September 3rd, 2026 more than 400 water professionals across the state joined us for the launch webinar of the Initiative to Streamline Water Data Reporting in California (ISWDR CA).

We shared a lot of information that morning. We walked through our first comprehensive look at California's water reporting landscape, discussed how reporting requirements have evolved over time, and showed some of the early analysis underway to better understand how information moves from local water agencies to the State.

We were also grateful to be joined by **E. Joaquin Esquivel, Chair of the State Water Resources Control Board**, who opened the conversation with remarks about the importance of reliable water data to California's future. His words helped set the tone for the discussion: better water data is not an end in itself—it is foundational to how California plans, manages its resources, and prepares for changing conditions. We sincerely thank Chair Esquivel for his time, his thoughtful remarks, and his support for continuing this important conversation.



And that conversation continued throughout the webinar. We heard directly from participants about what is working, what could work better, and—most importantly—where they want this initiative to go next. Throughout the webinar, we asked participants how they interact with State-reported water data, what would make that information more useful, and where they believe this initiative should focus next.

What could look different?

We asked participants how State-reported water data shows up in their work today. The responses were mixed. Some use it for local and regional planning, statewide trends, research, or other reporting requirements. But **46% said they submit data to the State without knowing what happens to it afterward**, while **33% said they generally return to their own internal data instead**.

Those responses give us another way to think about what success could look like.

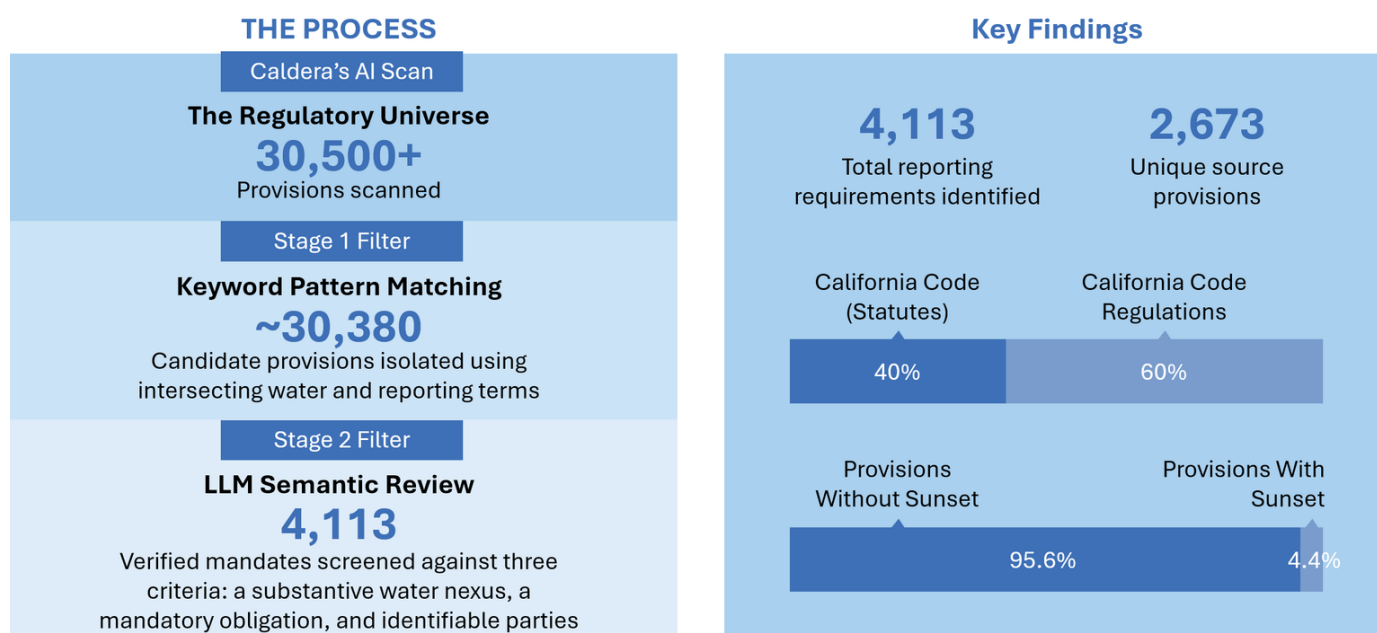
If this effort works, we would hope to see those answers change. More agencies using State-reported data for their own planning and decision-making. More opportunities to compare local and regional trends. Information that can be entered once and appropriately reused. Easier access to previously reported information. And a clearer understanding of why information is being collected and how it ultimately informs decisions. The measure of success, then, isn't simply whether reporting becomes easier. It's whether the information California already collects becomes more useful... to the State, to water agencies, and to the

communities and decision-makers that rely on it.

The opportunity is bigger than reporting

California collects an extraordinary amount of water information. Our initial analysis identified more than 4,100 reporting requirements across 2,673 statutory and regulatory provisions. Those requirements support important purposes—from water supply planning and emergency response to drinking water, groundwater management, infrastructure investment, and public transparency.

Identifying California's Water Reporting Requirements



The question now is how we get more value from all of that information, while at the same time, making it more efficient, less costly, and more reliable.

When we asked participants what would make State-reported data more useful, they gave us plenty to work with: centralized access, consistent definitions and reporting periods, APIs, benchmarking, better visualizations, regional trends, data reuse, and stronger connections across State programs. Others asked for something even more fundamental: greater clarity about why particular data are being collected and what questions they are intended to answer.

We heard ideas about entering information once and reusing it where appropriate, making previously reported information easier to access, and creating better connections between State programs and systems. We also heard a desire to get more back from the data being reported—through trends, comparisons,

summaries, and information that agencies can put to use themselves.

Streamlining is about being more intentional with the information California collects—and designing a system where high-quality data can move more easily between the people who produce it and the people who need it.

We also heard where people want us to start

We asked participants where they would most like to see a tangible improvement.

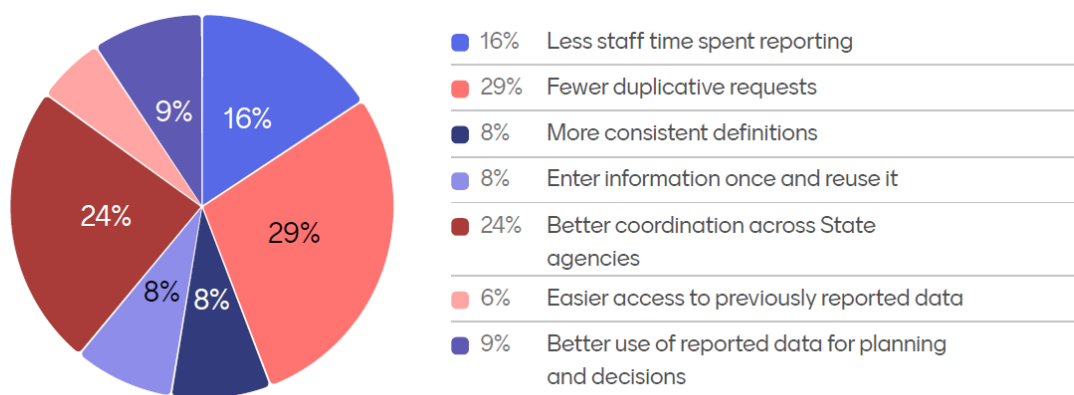
The two leading answers were **fewer duplicative requests (52%)** and **better coordination across State agencies (43%)**. Respondents also pointed to reducing staff time, making better use of reported data for planning and decisions, improving consistency, and creating ways to enter information once and reuse it.

Those answers matter because ISWDR CA is not starting with a predetermined technology or a single policy solution.

We are building this work around a process: analyze what exists, engage the people who report and use the information, develop potential solutions, test them, and use what we learn to develop recommendations. Stakeholder feedback is intended to inform that process throughout.

Mentimeter

As we move from mapping the reporting landscape to identifying solutions, where would you most want to see a tangible improvement first?



The next question is: what can we actually change?

The responses were straightforward... basically... let's go!

- “Next steps.”
- “How can I get involved?”
- “What do we need to do to advance improvements?”
- “How do we engage in this initiative?”
- “Next steps and progress updates.”

So that is where ISWDR CA is headed next.

The foundational work has given us a much clearer picture of the reporting landscape. The next phase is about moving from that picture toward practical solutions.

That means digging deeper into existing reports and their underlying data elements. It means identifying where definitions, timing, and data requests can be better aligned. It means working directly with reporting agencies, State agencies, consultants, and other data users to understand what will work in practice.



After seeing these findings, what ONE word describes your reaction to California's current reporting landscape?



And ultimately, it means prototyping and testing ideas before recommending that California adopt them more broadly.

The goal is not to design a perfect system on paper. It is to find improvements that work in the real world.

Now we need your help to build it

In order to enact a fundamental change, we need your help to keep the momentum going. There are several ways to participate in what comes next.

Water agencies and consultants can join upcoming engagement sessions, volunteer for technical work and future pilot testing, complete the Reporting Impact Survey, and share the initiative with colleagues and leadership.

State agencies can help identify opportunities for coordination, bring forward lessons from previous streamlining efforts, participate in discussions about common data rules and definitions, and help identify where improvements are both useful and feasible.

And organizations that want to see this work move from analysis into implementation can help fund the next phase.

ISWDR CA's next steps are deliberately modular. Funding will support work including development of a common data dictionary, analysis of process and data rules, proof-of-concept development, capacity building, facilitated State and stakeholder engagement, reporter outreach, technical expertise, and publication of findings. That investment is not a new reporting tool. It is an investment in figuring out, together, what a more connected and useful water data system for California should look like—and proving that it can work.

This is the moment to get involved

California has been talking about integrated, accessible water data for years. The work that came before ISWDR CA created an important foundation. What feels different now is the opportunity to connect that vision to a practical pathway for implementation.

We have partners at the table. We have new analysis showing us where to look. We have water agencies and State partners contributing their experience. And, after the September 3, 2026 webinar, we have a clear message from participants: **keep going, show us what comes next, and give us a way to participate.**

That is exactly what we intend to do.

If your organization reports water data, uses water data, regulates or administers water programs, provides technical support, or simply believes California can get more value from the information it already collects, there is a role for you in this effort.

Get involved. Participate in the upcoming engagement process. [Complete the Reporting Impact Survey](#). Become a funding partner. And help us move California's water data from reporting requirements to a resource that works better for everyone who depends on it.

[Sign Up for Updates](#)[All News](#)

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Water district board hopefuls outline priorities

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

Two candidates are competing for a seat on the North Marin Water District board in the Nov. 3 election.

Veteran District 5 incumbent Rick Fraites is retiring. Newcomers Marc Hunter Lewis and Laurie Williams are contending to succeed him.

Lewis is a 38-year-old consultant and community policy advocate. He has a bachelor's degree in economics and political science from the University of Arkansas and a juris doctor from Emory University School of Law.

Lewis was a candidate for the Marin County Board of Supervisors District 5 seat representing Novato in the June election.

He said the top issues facing the district are long-term water reliability, infrastructure resilience and affordability, and transparency and public confidence.

Customers deserve to see which projects are most urgent and how purchased water, operations, debt, and capital spending could affect their bills over the next five to 10 years, he said. They should be able to understand the alternatives before a decision is made, understand who will bear the cost, and track whether projects deliver on promised benefits.

Lewis said he would like to focus on adopting rate-disclosure standards; updating development capacity charges so new development pays its documented share of additional capacity; stress-testing the district's water plan against severe drought; and finding ways to get more value out of existing infrastructure.

He said he wants to ensure there are written protections in place before Marin Municipal Water District proceeds with construction of its planned "atmospheric river capture" project, a proposed pipeline to bring in more Russian River water into Marin. The plan would involve pipeline construction in Novato, and potentially could include a pump station on NMWD property near its reservoir, Stafford Lake.

He'd also like to make it easier for the public to participate in rate hearings and to secure public records.

“I bring an independent, ratepayer-focused perspective grounded in economics, legal training, and municipal-finance research,” he said. “My emphasis is the customer’s side of the ledger: what we are buying, whether there is a better alternative, who pays, and what households receive.

“I am offering specific reforms, including clearer bills, realistic drought testing, fair growth charges, and written protections before major water investments,” he said.

Williams, 61, is a principal planner and geographic information system analyst for the Water Resources Division of the Marin County Department of Public Works. She has more than 20 years of experience in water resources and 25 years of experience working with geographic information system, or GIS, a computer system that lets you create, manage, analyze and map data.

Williams has a bachelor’s degree in conservation and resources studies from the University of California at Berkeley, and a master’s degree in geography and GIS from San Diego State University.

Williams said top issues for the district include ensuring water supply, modernizing infrastructure and building resiliency to climate change.

Williams said the district needs to ensure adequate supplies of high-quality drinking water to meet the state-mandated housing increases and effects of climate change. The district could also benefit from modernizing its infrastructure with more development around GIS-based management to increase efficiencies, lower costs and improve long-term financial planning, she said.

“NMWD has started, but there is more to do,” she said. “I am excited to bring together system architecture, data, measured results and dashboards for decision-making to further this effort.”

Williams said the district also needs to explore all options to be resilient to climate change. “How do we maintain current supplies and plan for future growth as rainfall patterns change?” she said.

She said if elected she would work to “better document, track, and communicate to ratepayers all the potential options for new water supplies, with potential quantities, cost estimates, trade-offs, problems.”

She said she would like to institute processes for legacy planning for the board, so it can evolve to be more representative of the community it serves.

The North Marin Water District serves about 64,000 customers in northern and western Marin.

Californians pay some of highest water bills in US

Survey finds San Jose company has biggest charges



Water bills in San Jose rank among the highest in the country, according to a new report. The San Jose Water Co. disputes the finding. Nhat V. Meyer — Bay Area News Group



The California Aqueduct near Highway 165 in Los Banos, Merced County, on Sept. 25, 2024. Brian van der Brug — Los Angeles Times



Water in the California Aqueduct flows past homes in Palmdale on Jan. 30. 2025. Dean Musgrove — Los Angeles Daily News

BY IAN JAMES

BY LOS ANGELES TIMES

If you've noticed your water bills are getting a lot more expensive, you're not alone.

In a new nationwide survey of 500 large drinking water utilities, researchers found that average water bills have gone up 1.6 times faster than inflation, and Californians are paying some of the highest bills.

The report by Food & Water Watch, a nonprofit advocacy group, shows that four water utilities in California rank among the top 10 most expensive in the United States.

The private utility San Jose Water Co. was No. 1, while others included Escondido, Santa Barbara and the Marin Municipal Water District.

The researchers also found that more than half of the 25 most expensive water systems they looked at are in California.

They include San José (11), San Francisco (14), Sacramento (15) and Oceanside (19), which the researchers said charged bills totaling more than \$1,100 last year for typical indoor water usage for a household of three.

Los Angeles ranked 32 of 500, with the annual water bill estimated at \$952.

"California is definitely overrepresented as one of the more expensive states," said Mary Grant, the group's water policy director. "Water affordability is a pressing issue for low-income households."

Coastal cities in Southern California and the Bay Area tend to get their water from the aqueducts of the State Water Project or other systems that pump and transport river water long distances, which is expensive. Santa Barbara also has a desalination plant.

The group compared water bills in 2025 to 2015, focusing on a standard amount of indoor water use. It didn't consider water for landscaping.

Over the last decade, the bills charged by 91 California water utilities increased by 83% on average, the researchers said. Last year, the average bill was \$693.

Karla Nemeth, executive director of the Association of California Water Agencies, said there are many pressures driving water rates up in California, including "aging infrastructure, inefficient permitting processes, and a lack of sustainable state and federal investment."

The San Jose Water Co., which serves about 1 million customers, disputed the group's findings, saying it used "erroneously aggregated data to perform an analysis that grabs headlines." It said data from the California Public Utilities Commission show it's not the highest-cost water utility in the state.

Since 2021, the San Jose Water Co. has invested more than \$1 billion in infrastructure including pipes, pumps and plants. The utility said 42% of what customers pay is a "mandated

pass-through to our water wholesaler, Valley Water, which we have no control over.”

The National Association of Water Companies also took issue with the report, saying that comparing rates for the largest 1% of water systems paints an incomplete and misleading picture, and that people shouldn’t draw “broad conclusions from unvalidated, raw rate comparisons.”

The researchers found that for-profit corporate water utilities charged 67% more than the government-owned systems they analyzed nationwide — an additional \$329 a year on average.

In California, municipal utilities face constraints in raising rates under Proposition 218, a ballot initiative passed in 1996 that says fees must reflect the costs of providing service.

Prop 218 does not apply to for-profit water companies, which must seek approval for rate increases from the California Public Utilities Commission.

In its report, Food & Water Watch urged state and local governments to ban privatization of water utilities. It called for the federal government to provide more financial support to improve aging water infrastructure and help keep costs in check.

“Water rates are going up nationwide in every corner of the country,” Grant said. “And water systems need federal support to make necessary improvements to keep water safe and resilient in the face of climate change, without pricing households out of service.”

Gov. Gavin Newsom recently vetoed a bill that would have helped low-income Californians pay rising water bills using public funds. Newsom said in his veto message that he couldn’t support creating a permanent water rate assistance program “without identifying a sustainable, ongoing funding source.”

Michael Claiborne, an attorney at the nonprofit Leadership Counsel for Justice and Accountability, said that while the veto was disappointing, “it will not halt the momentum generated this year toward a consensus policy that can help make water more affordable for all Californians.”

Distributed by Tribune News Service.

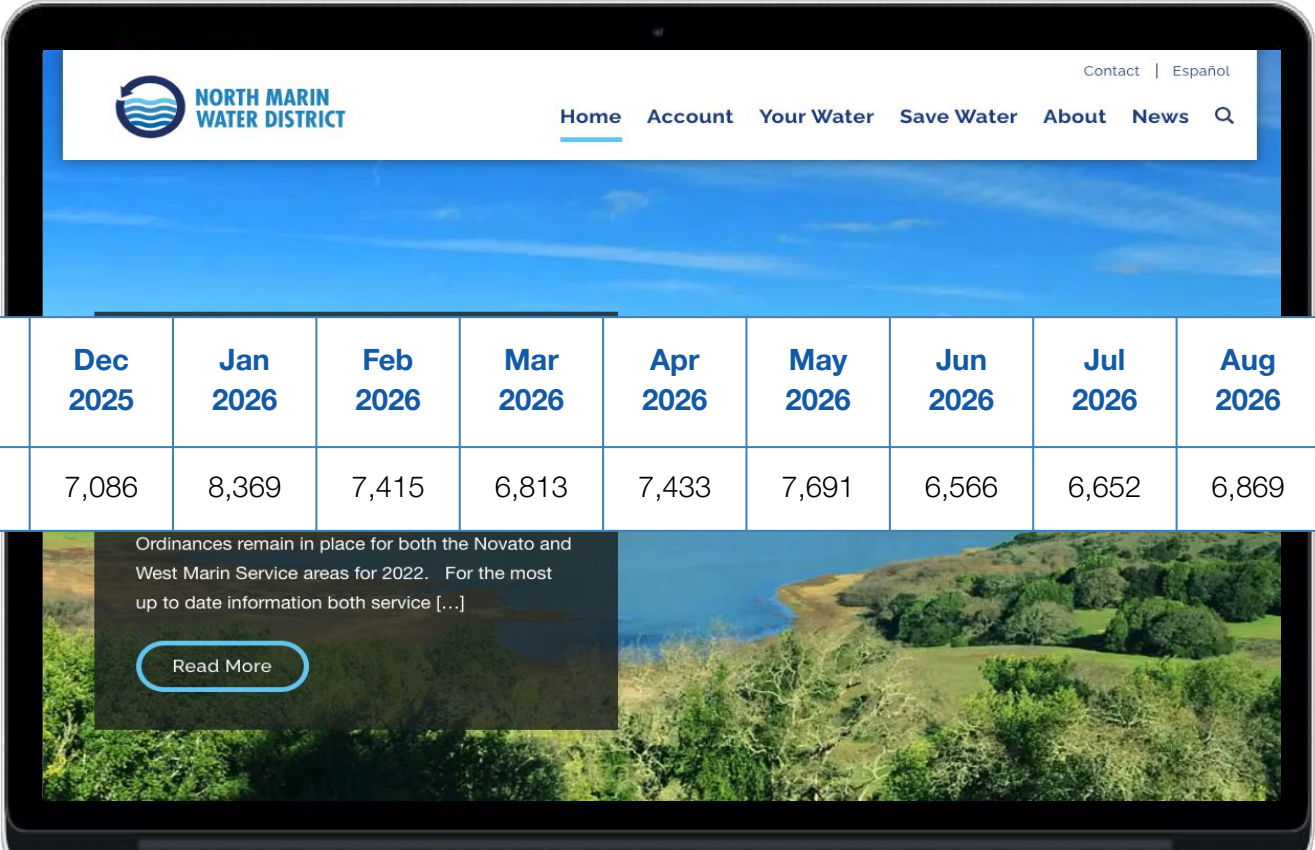


**NORTH MARIN
WATER DISTRICT**

Web & Social Media Report

September 2026

Website Statistics



Social Media Followers

	Nov-2025	Dec-2025	Jan-2026	Feb-2026	Mar-2026	Apr-2026	May-2026	Jun-2026	Jul-2026	Aug-2026	Sep-2026
 Facebook Followers	2,926	2,952	2,990	3,008	3,040	3,069	3,099	3,116	3,139	3,158	3,172
 X (Twitter) Followers	125	125	125	125	125	125	124	125	125	125	125
 Instagram Followers	1,018	1,020	1,028	1,027	1,028	1,040	1,051	1,055	1,066	1,069	1,071



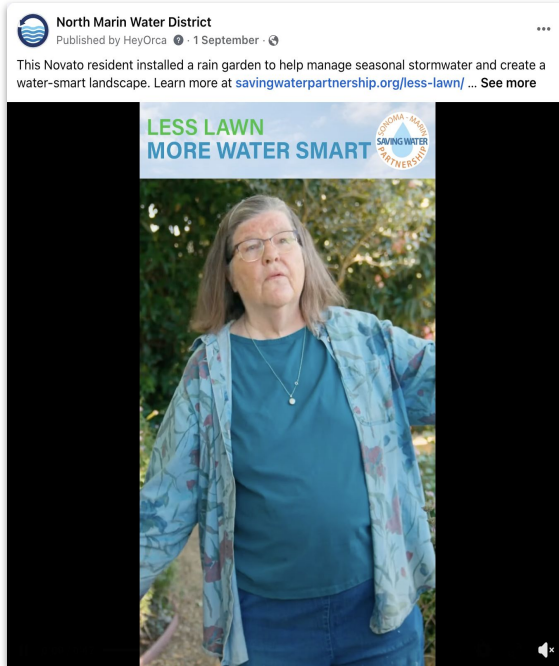
NMWD Most Visited Pages

Pages	Views
Home	3,838
Online Billing	2,973
My Water Usage (WaterSmart Portal)	849
FAQs	412
What Is An Acre Foot?	389
Stop Service	366
Employment Opportunities	312
Meetings 2026	277
Contact	230

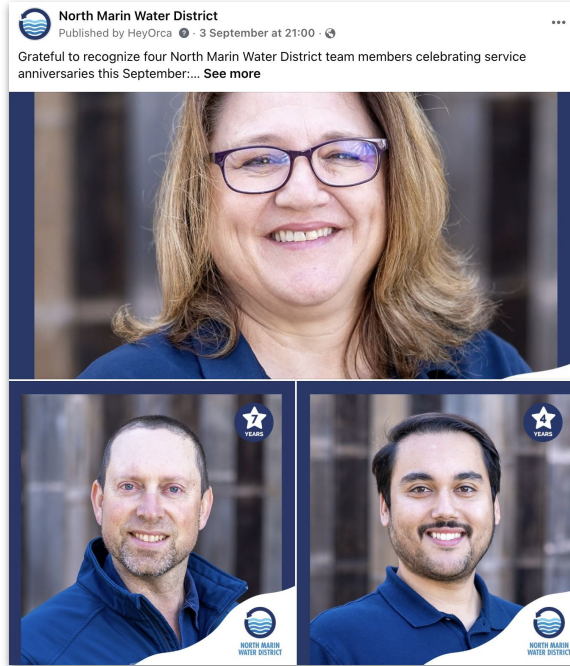




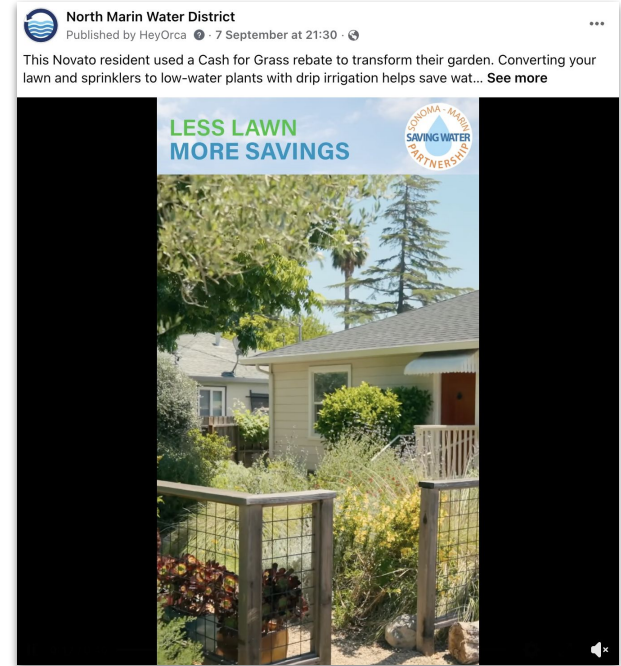
September Social Media Highlights | Facebook



200 people reached | 17 engagements



639 people reached | 41 engagements



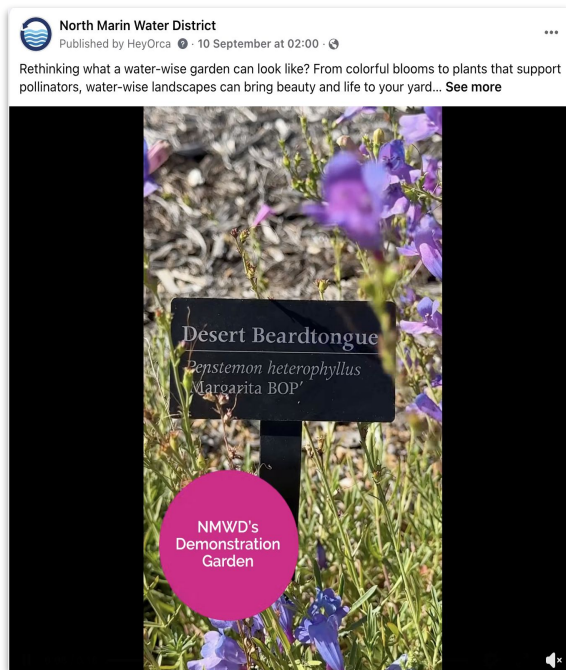
1,086 people reached | 41 engagements

Engagements include likes, reactions, clicks and comments

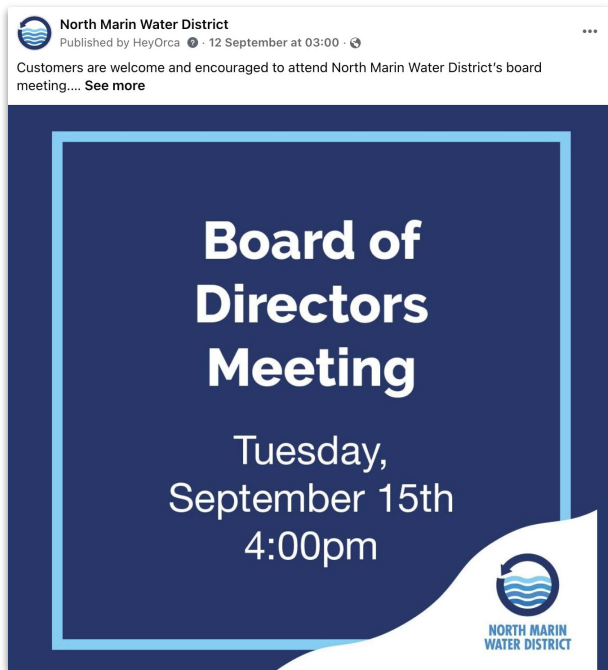




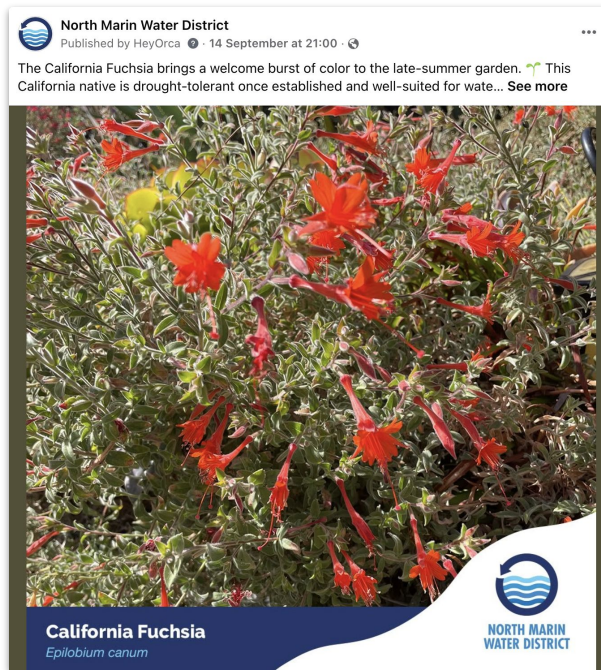
September Social Media Highlights | Facebook



1,028 people reached | 13 engagements



86 people reached | 2 engagements



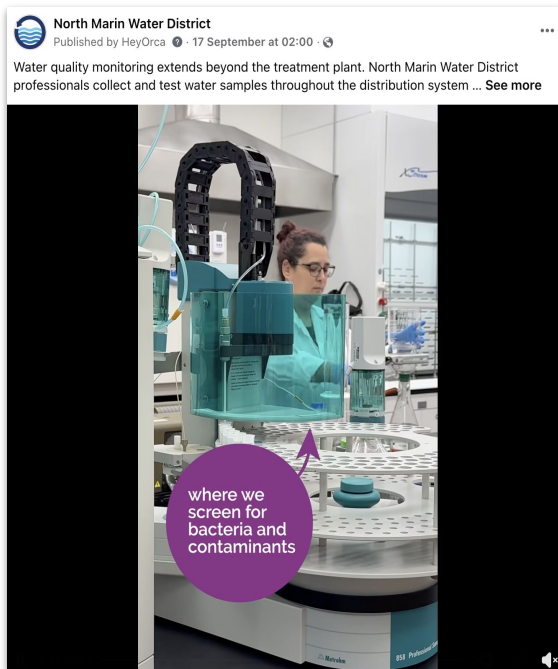
155 people reached | 8 engagements

Engagements include likes, reactions, clicks and comments





September Social Media Highlights | Facebook



1,088 people reached | 6 engagements



315 people reached | 10 engagements



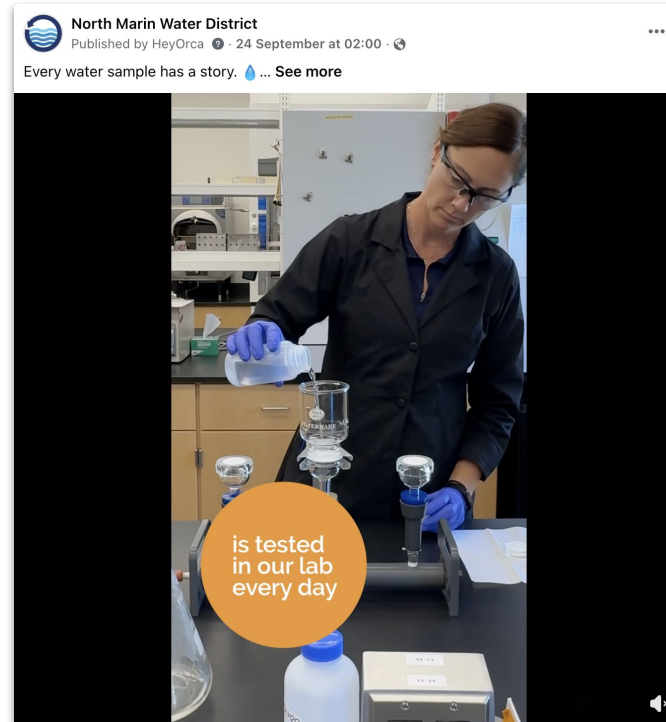
195 people reached | 6 engagements

Engagements include likes, reactions, clicks and comments





September Social Media Highlights | Facebook



1,086 people reached | 4 engagements

Engagements include likes, reactions, clicks and comments





September Social Media Highlights | Instagram

Profile Overview

Key Performance Metrics

Views ⓘ 3,588	Engagement Rate ⓘ 5.7%	Total Engagement ⓘ 203	Change in Followers ⓘ 0
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Post Performance Overview

Filter

Key Performance Metrics

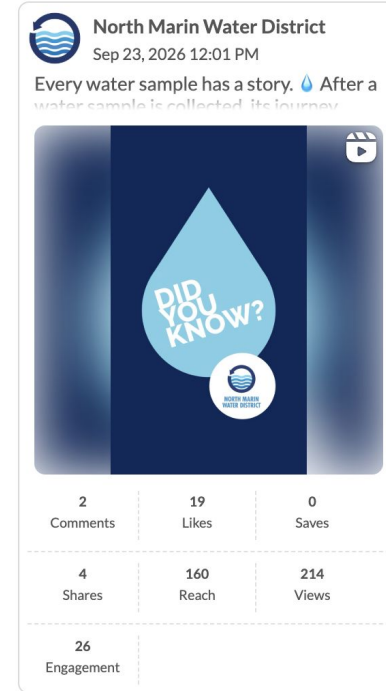
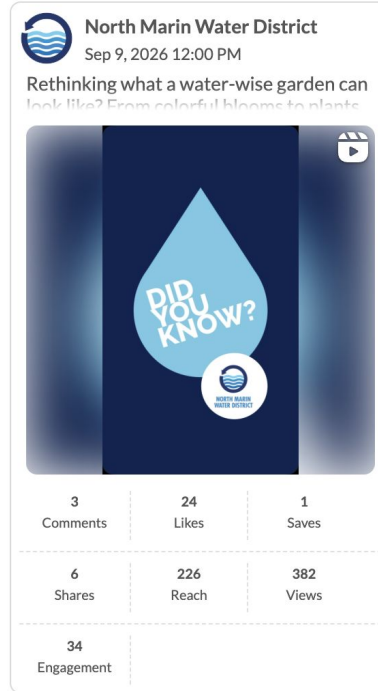
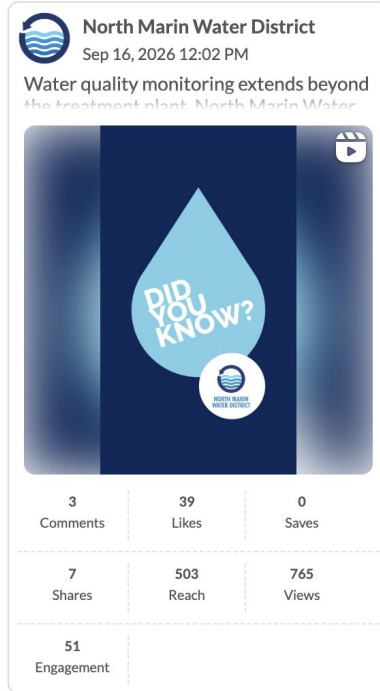
Post Reach ⓘ 1,702	Post Engagement ⓘ 185	Post Views ⓘ 2,726	Story Views ⓘ 393
Average Watch Time ⓘ 00:00:40	Total Watch Time ⓘ 03:43:14		





September Social Media Highlights | Instagram

Post Performance ⓘ



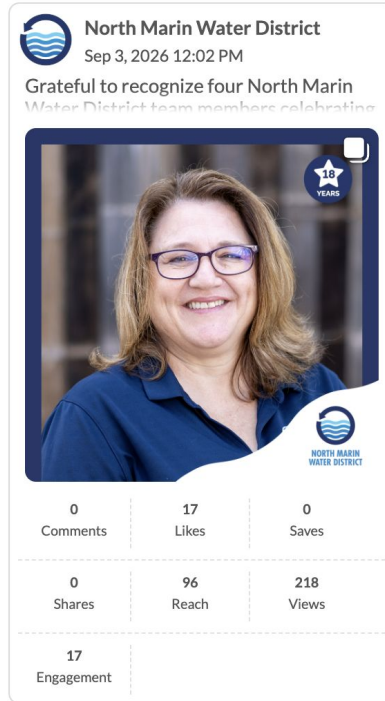
Videos/ Posts with the most engagement on Instagram





September Social Media Highlights | Instagram

Post Performance ⓘ



Videos/ Posts with the most engagement on Instagram



Results for Boosted Posts in September



Spent	Reach (Number of people who saw the ad)	Views	ThruPlays (The number of times the video was played to completion, or for at least 15 seconds)	Cost Per ThruPlay
\$49.72	956	3,305	2,737	\$0.02

*The boosted video generated **2,737** ThruPlays at a cost of \$0.02 per ThruPlay.
The video was boosted for 3 days.*

Results for Boosted Posts in September



Spent	Reach (Number of people who saw the ad)	Views	ThruPlays (The number of times the video was played to completion, or for at least 15 seconds)	Cost Per ThruPlay
\$49.75	831	2,972	2,506	\$0.02

*The boosted video generated **2,506** ThruPlays at a cost of \$0.02 per ThruPlay.
The video was boosted for 4 days.*

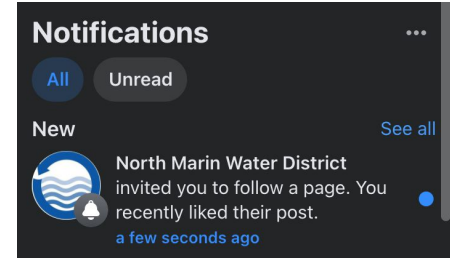
Results for Boosted Posts in September



Spent	Reach (Number of people who saw the ad)	Views	ThruPlays (The number of times the video was played to completion, or for at least 15 seconds)	Cost Per ThruPlay
\$49.72	695	2,978	2,648	\$0.02

*The boosted video generated **2,648** ThruPlays at a cost of \$0.02 per ThruPlay.
The video was boosted for 4 days.*

Facebook Likes Campaign - September Report



We are running an evergreen ad which encourages customers in the NMWD service areas to 'like' (follow) the NMWD Facebook page. We selected images that have historically performed the best to drive more likes.

Spend in September 2026	Reach (Number of people who saw the ad)	Impressions	Results (New Page Likes)	Cost Per New Page Like
\$44.49	2,144	3,394	12	\$3.71

This month, we were able to reach over 2,144 people with the Likes Campaign



What's Next?

- Kiosk has begun posting new video assets that are part of the Educational Campaign that will be highlighted throughout the social media channels.
 - Kiosk has finished the motion graphics videos that will be part of the Education Campaign.
 - Kiosk to continue rolling out the new social campaign highlighting the facilities around Novato.
 - Kiosk to continue with the social campaign on drought tolerant plants featured in the new demonstration garden at the NMWD office.
 - Social media posts will also feature national holidays, fall water savings tips & resources, employees on their work anniversaries, as well as highlight indoor/outdoor rebates.
- 



Thank You