



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Regular Board Meeting 7:00 PM, Monday, November 8, 2021

SAM Administration Building, 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

Computer Audio: Please click the link below to join the Zoom webinar:

Join Zoom Meeting

<https://us02web.zoom.us/j/87824890227?pwd=ZWZZSE92YWIUTHhkRS8yeUhMTmxQUT09>

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+1 669 900 6833 US (San Jose)

Meeting ID: 878 2489 0227

Passcode: 904493

[Due to the continuing state of emergency declared by the Governor related to preventing the spread of COVID-19, and pursuant to Government Code Section 54953\(e\), Sewer Authority Mid-Coastside \(SAM\) will be holding this Board meeting by Zoom Webinar; access to this meeting will be available to the Board and the public by either computer web-link or telephone audio as noted above.](#)

If you have a disability and require special assistance related to participating in this teleconference meeting, please contact the Authority at least two working days in advance of the meeting at (650) 726-0124 or via email at kishen@samcleanswater.org.

1. CALL TO ORDER

A. Roll Call:	Chair:	Barbara Dye (GCSD)
	Vice-Chair:	Deborah Ruddock (HMB)
	Secretary/Treasurer:	Kathryn Slater-Carter (MWSD)
	Director:	Dr. Deborah Penrose (HMB)
	Director:	Ric Lohman (MWSD)
	Director:	Matthew Clark (GCSD)

2. PUBLIC COMMENT / ORAL COMMUNICATION

Members of the public are welcome to submit comments via e-mail by sending them to kishen@samcleanswater.org. All comments so submitted prior to 7 pm on November 8, 2021 will be, at the request of the commenter, read out loud during the discussion of the respective item(s) identified in the e-mail; comments without such identification shall be read during this

Item at the request of the commenter. Members of the public may also directly provide comments telephonically or electronically via weblink during this comment period or during discussion of the individually listed items on the agenda following recognition by the Board Chair presiding over the meeting.

3. CONSENT AGENDA *(Consent items are considered routine and will be approved/ adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.)*

A. Approve Minutes of October 25, 2021 Regular Board Meeting [\(Attachment\)](#)

B. Approve Disbursements for November 8, 2021 [\(Attachment\)](#)

4. REGULAR BUSINESS *(The Board will discuss, seek public input, and possibly take action on the following items)*

A. Authorize General Manager to Execute a Contract with EOA Inc. to Perform National Pollution Discharge Elimination System Permit Resissuance Assistance in an amount not to exceed \$44,150 [\(Attachment\)](#)

B. Authorize General Manager to Issue a Purchase Order to Vapex Environmental Inc. for supply of Odor Control Unit for Pump stations. [\(Attachment\)](#)

C. Report on Plant Upset Issues.[\(Attachment\)](#)

D. Implementation Options for SAM Existing Non-Domestic Waste Source Control Program. [\(Attachment\)](#)

5. GENERAL MANAGER'S REPORT

6. ATTORNEY'S REPORT

7. DIRECTORS' REPORT

8. TOPICS FOR FUTURE BOARD CONSIDERATION [\(Attachment\)](#)

9. CONVENE IN CLOSED SESSION *(Items discussed in Closed Session comply with the Ralph M. Brown Act.)*

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9 (FEHA Claim 202008-10882405 filed by Beverli Marshall)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

C. CONFERENCE WITH LEGAL COUNSEL –SIGNIFICANT RISK OF LITIGATION (1 CASE) Pursuant to Government Code Section 54956.9 (d) (2)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: General Manager

10. CONVENE IN OPEN SESSION *(Report Out on Closed Session Items)*

11. ADJOURNMENT

- Upcoming Regular Board Meetings: November 22, 2021 and December 13, 2021

The meeting will end by 9:00 p.m. unless extended by Board vote.

INFORMATION FOR THE PUBLIC

This agenda contains a brief description of each item to be considered. Those wishing to address the Board on any matter not listed on the Agenda, but within the jurisdiction of the Board, may do so during the Public Comment section of the Agenda and will have a maximum of three minutes to discuss their item. The Board Chair will call forward those wishing to speak on a matter listed on the Agenda at the appropriate time.

Any writing that is a public record and relates to an agenda item for an open session of a regular meeting that is distributed to the Board less than 72 hours prior to the meeting, is available for public inspection, during normal business hours, at the Authority's office.

Board meetings are accessible to people with disabilities. Upon request, the Authority will make this agenda available in appropriate alternative formats to persons with a disability. In compliance with the Americans with Disabilities Act, the Authority will provide special assistance for participation in this meeting. Please submit requests for a disability-related modification or an accommodation in order to participate in the public meeting at least two working days in advance of the meeting by contacting the Authority at (650) 726-0124.



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Kishen Prathivadi, General Manager
BY: Suzie Turbay, Administrative Assistant
SUBJECT: **Approve Minutes of October 25, 2021 Regular Board Meeting**

Executive Summary

The purpose of this report is for the Board of Directors to review the minutes for October 25, 2021 Regular Board Meeting.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: *"A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."*

Background and Discussion/Report

Attached are the minutes October 25, 2021 Regular Board Meeting for review and approval.

Staff Recommendation

Staff recommends that the Board of Directors approve the minutes for the referenced Board meetings as presented.

Supporting Documents

Attachment A: Minutes October 25, 2021 Regular Board Meeting

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

MINUTES
SAM BOARD OF DIRECTORS MEETING
October 25, 2021

1. CALL TO ORDER

Chair Dye called the meeting to order at 7:03 p.m. from her residence in El Granada, CA. Directors attended the meeting through teleconferencing pursuant to and as permitted by Executive Order N-29-20. Consistent with Executive Order N-29-20, the San Mateo County Health Officer Shelter-In-Place order issued on March 16, 2020, members of the public were able to observe the open session portions of the meeting electronically by using the link that was provided on the agenda for the October 25, 2021 meeting.

A. Roll Call

Directors Ruddock, Lohman, Clark, Penrose, Slater-Carter, and Dye were present. Also present via teleconferencing were General Manager Kishen Prathivadi, Finance Officer George Evans, Supervisor of Treatment/Field Operations Tim Costello, and General Counsel Jeremy Jungreis.

B. Continuation of Virtual/Teleconference Meetings per Assembly Bill (AB) 361 and Adopt Resolution 5-2021 Finding and Determining that:

(1) A state emergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees; and authorizing continued remote meetings for the period of October 25 through November 24, 2021 per Government Code Section 54953(e)

General Counsel Jungreis discussed Assembly Bill 361 and recommended the Board adopt Resolution No 5-2021, finding and determining that a state of emergency related to COVID-19 is currently in effect, state and local officials have recommended measures to promote social distancing in connection with COVID-19, due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees, and authorizing continued remote meetings for the period of October 25 through November 24, 2021 per Government Code Section 54953(e). Director Lohman moved, and Director Penrose seconded the motion to adopt Resolution No. 5-2021 authorizing continued remote meetings for the period of October 25 through November 24, 2021 per Government Code Section 54953(e).

Lohman/Penrose/Roll Call Vote: Ruddock Aye/Lohman Aye/Clark Aye/Penrose Aye/Slater-Carter Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

C. September Employee Anniversaries

1. Jose Ahumada – Collections Maintenance Worker 2 Years

General Manager Prathivadi informed the Board of one employee anniversary for the month of October, Jose Ahumada, Collection Maintenance Worker I. Tim Costello, Supervisor of Treatment/Field Operations addressed Jose's employment and stated he grew up in Half Moon Bay and it is nice to have someone that knows the area. He also stated that Jose is always there when needed, he has his class B license, and he has recently signed up to take his Collection Worker Grade 2 test. He also stated Jose is learning the ropes, everyone enjoys working with him, and he is a good worker.

2. PUBLIC COMMENT/ORAL COMMUNICATION/ITEMS NOT ON THE AGENDA

There were no public comments.

3. CONSENT AGENDA *(single motion and vote approving all items)*

(Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board)

A. Approve Minutes of September 23, 2021 Special Board Meeting, and September September 27, 2021 Regular Board Meeting

B. Approve Disbursements for October 25, 2021

C. Monthly Revenue and Expense Report for Period Ending September 30, 2021

Director Clark moved, and Director Penrose seconded the motion to approve all consent agenda items as presented.

Clark/Penrose/Roll Call Vote: Ruddock Aye/Lohman Aye/Clark Aye/Penrose Aye/Slater-Carter Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

4. REGULAR BUSINESS

A. Authorize General Manager to Sign the Memorandum of Understanding by and Between San Mateo Resource Conservation District, San Francisco Public Utilities Commission, Coastside County Water District, Sewer Authority Mid-Coastsides, and the County of San Mateo for Funding the Continued Operation of the Pilarcitos Creek at Half Moon Bay Gauging Station

General Manager Prathivadi reviewed the staff report and recommended the Board of Directors authorize the General Manager to sign the Memorandum of Understanding for funding the continued operation of the Pilarcitos Creek at Half Moon Bay Gauging Station. A discussion ensued. Following discussion, Director Slater-Carter moved, and

Director Clark seconded the motion to approve the MOU with minor revisions as deemed appropriate by General Counsel Jungreis, and General Manager Prathivadi.

Slater-Carter/Clark/Roll Call Vote: Ruddock Aye/Lohman Aye/Clark Aye/Penrose Aye/Slater-Carter Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

B. Authorize General Manager to Enter into a Contract with TAS Consulting for Non- Domestic Wastewater Source Control Permitting Not to Exceed \$90,000

General Manager Prathivadi reviewed the staff report, and presented the Board with a PowerPoint presentation regarding the timeline of the past two months, and testing requirements. A discussion ensued. Following discussion, Chair Dye moved to bring this agenda item back to the Board in two weeks to answer questions raised by the public and Board members and analysis of how the initial steps will fit into a fully-fledged program for all non-domestic dischargers . General Manager Prathivadi requested the Board members inform their member agency Managers that this has to be completed in two weeks' time, and suggested to Chair Dye that her motion be amended to "Member Agency Managers and SAM getting the consolidated program together and then bring it back to the Board in a reasonable amount of time." The Board concurred to amend the change to the motion. Director Clark seconded the amended motion for the Member Agency Managers and SAM getting the consolidated program together and then bring it back to the SAM Board in a reasonable amount of time.

Dye/Clark/Roll Call Vote: Ruddock Aye/Lohman No/Clark Aye/Penrose Aye/Slater-Carter No/Dye Aye/6 Ayes/2 Noes. The motion passed.

Director Slater-Carter stated for the record that MWSD will not be responsible for any fines or fees or penalties or anything of the like if this is delayed over two weeks, from any of the incipient costs either from the regulatory agencies or the stake holders.

C. Authorize General Manager to Enter into a Contract with Peninsula Pump for Relocating the Pump for Rotary Drum Thickener from Upstairs to Basement of MB2 Building Not to Exceed \$60,000

Director Penrose moved, and Director Clark seconded the motion to authorize General Manager to enter into a contract with Peninsula Pump for relocating the pump for Rotary Drum Thickener from upstairs to basement of MB2 building not to exceed \$60,000.

Director Clark stated that she would like the re-initiation of the 2040 committee.

Penrose/Clark/Roll Call Vote: Ruddock Aye/Lohman Aye/Clark Aye/Penrose Aye/Slater-

Carter Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

5. GENERAL MANAGERS REPORT

A. Monthly Manager's Report – September 2021

General Manager Prathivadi reviewed the monthly Manager's report for September 2021, and discussed the storm on October 24, 2021. He informed the Board that the plant had received approximately 5 inches of rain, no spills had occurred anywhere, staff worked around the clock from October 23, 2021 thru October 24, 2021 doing pre-storm and needed maintenance at both 7th Street and Date Harte Lift Stations, and 7th Street Lift Station lost power and required the use of a generator. He commended staff on their good planning and hard work. General Manager Prathivadi also reported that the Wet Weather expansion boxes had come to the rescue, as a spill at Portola occurs when the level reaches 18.4 feet, and the level of the expansion boxes had reached 17.9 feet. He stated that if it weren't for the recent installation of 2 more boxes an overflow would have occurred. He reported the maximum influent flow recorded at the plant was 9.3 mgd at 10:40 pm on October 24, and a flow of 8.4 mgd or greater was recorded for 6 hours (from 5:30 pm on October 24th to 12:45 am October 25th) reaching a maximum of 9.3 mgd on October 24th. Chair Dye, on behalf of the Board, thanked all involved for being such a competent and caring staff. Chair Dye asked for a motion to extend the meeting for 10 minutes. Director Slater-Carter moved, and Director Penrose seconded the motion to extend the meeting for 10 minutes. Following discussion, the Board moved on to the next agenda item.

6. ATTORNEY'S REPORT - NONE

7. DIRECTOR'S REPORT - NONE

8. TOPICS FOR FUTURE BOARD CONSIDERATION

Director Slater-Carter stated she would like to have a discussion regarding the current digital and paper records retention policy and updating it.

9. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act*)

The Board went in to Closed Session at 9:05 p.m.

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9 (FEHA Claim 202008-10882405 filed by Beverli Marshall)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority

Mid-Coastside)

C. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT RISK OF LITIGATION
(1 CASE) Pursuant to Government Code Section 54956.9 (d) (2)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957) Title: General
Manager

10. CONVENE IN OPEN SESSION *(Report Out on Closed Session Items)*

The Board came out of Closed Session at 9:30 p.m. General Counsel Jungreis reported there was no reportable action.

11. ADJOURNMENT

Chair Dye adjourned the meeting at 9:30 p.m.

Respectfully Submitted,

Approved By:

Suzie Turbay
Administrative Assistant

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

BY: George Evans, Finance Officer

SUBJECT: Approve Disbursements for November 8, 2021

Executive Summary

The purpose of this report is for the Board of Directors to review and approve the disbursements for the referenced period.

Fiscal Impact

Expenditures are paid per the adopted General and Contract Collection Services Budgets for FY2120/22. The total expenditure amount for November 8, 2021 is \$176,537.87.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 3 *“Consider long-term costs, and ensure that finances are stable and understandable by the board, member agencies, and the public.”*

Background and Discussion/Report

Attached please find the A/P check register for the period of October 26, 2021 through November 8, 2021 (\$120,184.27) as well as the payroll check register for the pay period ending October 29, 2021 (\$56,353.60).

Staff Recommendation

Staff recommends that the Board approve the disbursements for the period of October 26, 2021 through November 8, 2021, and the payroll check register for the pay period ending October 29, 2021 as presented.

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

Supporting Documents

Attachment A: AP Check Register for November 8, 2021

Attachment B: Payroll Check Register for PPE October 29, 2021

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	



Sewer Authority Mid-Coastside

Check Register

By Vendor Name

Payment Dates 10/26/2021 - 11/8/2021

Payment Number	Payment Date	Vendor Name	Payable Date	Description (Item)	Amount
Vendor: 0028 - Alpha Analytical Laboratories, Inc					
105164	11/08/2021	Alpha Analytical Laboratories, I...	10/26/2021	BAL BOD Tests/Handling & Disp...	305.00
105164	11/08/2021	Alpha Analytical Laboratories, I...	10/27/2021	BAL BOD Tests/Handling & Disp...	510.00
105164	11/08/2021	Alpha Analytical Laboratories, I...	10/28/2021	BAL BOD Tests/Handling & Disp...	245.00
105164	11/08/2021	Alpha Analytical Laboratories, I...	11/04/2021	BAL BOD Tests/Handling & Disp...	510.00
Vendor 0028 - Alpha Analytical Laboratories, Inc Total:					1,570.00
Vendor: 0125 - American Fidelity Assurance Company - Flex Plan					
105166	11/08/2021	American Fidelity Assurance C...	10/31/2021	URM Plan - Pay Periods 10/08 &...	62.14
Vendor 0125 - American Fidelity Assurance Company - Flex Plan Total:					62.14
Vendor: 0124 - American Fidelity Assurance Company					
105165	11/08/2021	American Fidelity Assurance C...	11/01/2021	Employee Optional Insurance - ...	550.04
Vendor 0124 - American Fidelity Assurance Company Total:					550.04
Vendor: 0037 - Andreini Bros., Inc.					
105167	11/08/2021	Andreini Bros., Inc.	10/18/2021	Boom Truck - Unload Tank: Plant	267.80
105167	11/08/2021	Andreini Bros., Inc.	11/02/2021	35%Progress Billing - Pump Rep...	8,619.80
Vendor 0037 - Andreini Bros., Inc. Total:					8,887.60
Vendor: 0745 - AT&T Fiber Optic					
105169	11/08/2021	AT&T Fiber Optic	10/19/2021	October Service 171-800-9371 ...	678.96
Vendor 0745 - AT&T Fiber Optic Total:					678.96
Vendor: 0053 - AT&T					
105168	11/08/2021	AT&T	10/17/2021	October/November Service 650...	215.40
Vendor 0053 - AT&T Total:					215.40
Vendor: 0065 - Bay Alarm Company					
105170	11/08/2021	Bay Alarm Company	10/15/2021	2021-1101 - 2021-0131 Alarm ...	333.90
Vendor 0065 - Bay Alarm Company Total:					333.90
Vendor: 0085 - Big Creek					
105171	11/08/2021	Big Creek	10/22/2021	Epoxy Tie Brush: Plant	18.07
Vendor 0085 - Big Creek Total:					18.07
Vendor: 0094 - Boucher Law					
105174	11/08/2021	Boucher Law	09/30/2021	Labor & Employee Law Matters:...	13,262.34
105174	11/08/2021	Boucher Law	09/30/2021	Labor & Employee Law Matters:...	110.00
Vendor 0094 - Boucher Law Total:					13,372.34
Vendor: 0096 - Brown and Caldwell					
105172	11/08/2021	Brown and Caldwell	11/03/2021	WWTP Operation Assistance	2,827.24
Vendor 0096 - Brown and Caldwell Total:					2,827.24
Vendor: 0107 - Calcon Systems, Inc.					
105173	11/08/2021	Calcon Systems, Inc.	09/29/2021	September SCADA Service Calls:...	6,670.00
Vendor 0107 - Calcon Systems, Inc. Total:					6,670.00
Vendor: 0134 - Cintas Corporation #464					
105177	11/08/2021	Cintas Corporation #464	10/25/2021	Uniforms	357.24
105177	11/08/2021	Cintas Corporation #464	10/25/2021	Uniforms	26.93
105177	11/08/2021	Cintas Corporation #464	10/25/2021	Uniforms	22.18
105177	11/08/2021	Cintas Corporation #464	10/25/2021	Uniforms	30.10
105177	11/08/2021	Cintas Corporation #464	11/01/2021	Uniforms	392.12
105177	11/08/2021	Cintas Corporation #464	11/01/2021	Uniforms	26.93
105177	11/08/2021	Cintas Corporation #464	11/01/2021	Uniforms	22.18
105177	11/08/2021	Cintas Corporation #464	11/01/2021	Uniforms	30.10
Vendor 0134 - Cintas Corporation #464 Total:					907.78

Check Register

Payment Dates: 10/26/2021 - 11/8/2021

Payment Number	Payment Date	Vendor Name	Payable Date	Description (Item)	Amount
Vendor: 0133 - Cintas					
105175	11/08/2021	Cintas	10/29/2021	Electrostatic Spray Admin Areas	776.60
Vendor 0133 - Cintas Total:					776.60
Vendor: 0136 - Cintas					
105176	11/08/2021	Cintas	10/27/2021	Maintain Safety Eyewash Station	857.05
105176	11/08/2021	Cintas	10/28/2021	Maintain Safety Supplies Cabinet	155.91
Vendor 0136 - Cintas Total:					1,012.96
Vendor: 0122 - Coastside County Water District					
105178	11/08/2021	Coastside County Water District	10/31/2021	Pilarcitos Ave_DC	67.83
105178	11/08/2021	Coastside County Water District	10/31/2021	Pilarcitos Ave	4,983.27
105178	11/08/2021	Coastside County Water District	10/31/2021	SAM/West Point Ls	334.50
105178	11/08/2021	Coastside County Water District	10/31/2021	529 Obispo Rd	688.91
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262748 Base...	34.00
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262748 Base...	28.00
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262748 Base...	38.00
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262749 Base...	178.61
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262749 Base...	147.09
105178	11/08/2021	Coastside County Water District	10/31/2021	Hydrant Meter 180262749 Base...	199.62
Vendor 0122 - Coastside County Water District Total:					6,699.83
Vendor: 0172 - CWEA-SCVS					
105179	11/08/2021	CWEA-SCVS	10/27/2021	Collection System Maintenance...	30.94
105179	11/08/2021	CWEA-SCVS	10/27/2021	Collection System Maintenance...	25.48
105179	11/08/2021	CWEA-SCVS	10/27/2021	Collection System Maintenance...	34.58
Vendor 0172 - CWEA-SCVS Total:					91.00
Vendor: 0754 - DKF Solutions Group, LLC					
105180	11/08/2021	DKF Solutions Group, LLC	11/01/2021	Online Safety Resources Month...	395.00
Vendor 0754 - DKF Solutions Group, LLC Total:					395.00
Vendor: 0211 - Du-All Safety, LLC					
105181	11/08/2021	Du-All Safety, LLC	10/31/2021	Facility Safety Inspections	1,600.00
Vendor 0211 - Du-All Safety, LLC Total:					1,600.00
Vendor: 0229 - Environmental Business Specialists, LLC					
105182	11/08/2021	Environmental Business Speciali...	10/25/2021	EBS BioStar GT - Testing/Analysi...	550.00
Vendor 0229 - Environmental Business Specialists, LLC Total:					550.00
Vendor: 0235 - Fisher Scientific					
105183	11/08/2021	Fisher Scientific	10/26/2021	Glass Fiber Filters: Lab	990.71
Vendor 0235 - Fisher Scientific Total:					990.71
Vendor: 0267 - Grainger					
105184	11/08/2021	Grainger	10/21/2021	Safety Sign/Step Ladder	121.35
105184	11/08/2021	Grainger	10/22/2021	Safety Sign	8.57
105184	11/08/2021	Grainger	10/25/2021	Safety Sign	5.98
Vendor 0267 - Grainger Total:					135.90
Vendor: 0277 - Hach Company					
105185	11/08/2021	Hach Company	10/25/2021	SpectoPhotoMeter: Lab	5,805.01
Vendor 0277 - Hach Company Total:					5,805.01
Vendor: 0288 - Harrington Industrial Plastics, Inc					
105186	11/08/2021	Harrington Industrial Plastics, Inc	10/07/2021	Hypo Tank - Montara Pump Stat...	20,240.20
Vendor 0288 - Harrington Industrial Plastics, Inc Total:					20,240.20
Vendor: 0289 - Hassett Hardware					
105187	11/08/2021	Hassett Hardware	10/22/2021	Hose Adapter: Plant	9.83
105187	11/08/2021	Hassett Hardware	10/22/2021	Hand Tool Supplies: Plant	156.33
105187	11/08/2021	Hassett Hardware	10/22/2021	Hand Tool Supplies: Plant	75.43
105187	11/08/2021	Hassett Hardware	10/22/2021	Hole Saw: Plant	21.86
105187	11/08/2021	Hassett Hardware	10/26/2021	Plugs: Plant	16.38
105187	11/08/2021	Hassett Hardware	10/28/2021	Water Tank Strapping: Plant	30.61
105187	11/08/2021	Hassett Hardware	10/18/2021	Hose Fittings: Plant	21.81
105187	11/08/2021	Hassett Hardware	10/22/2021	Hose Coupling: Plant	9.83

Check Register

Payment Dates: 10/26/2021 - 11/8/2021

Payment Number	Payment Date	Vendor Name	Payable Date	Description (Item)	Amount
105187	11/08/2021	Hassett Hardware	10/22/2021	Extension Cord: Plant	49.21
Vendor 0289 - Hassett Hardware Total:					391.29
Vendor: 0299 - ICMA Retirement					
105162	11/05/2021	ICMA Retirement	11/05/2021	ICMA 457 Deferred Comp	385.00
Vendor 0299 - ICMA Retirement Total:					385.00
Vendor: 0312 - Iron Mountain					
105188	11/08/2021	Iron Mountain	10/31/2021	November 2021 Offsite Storage	868.94
Vendor 0312 - Iron Mountain Total:					868.94
Vendor: 0387 - Maze & Associates					
105189	11/08/2021	Maze & Associates	10/31/2021	Accounting Services	5,500.00
105189	11/08/2021	Maze & Associates	10/31/2021	Additional Scope: GCSD AR Revi...	250.00
105189	11/08/2021	Maze & Associates	10/31/2021	Additional Scope: FY2021-22 Q...	850.00
105189	11/08/2021	Maze & Associates	10/31/2021	Additional Scope: FY2020-21 Ye...	900.00
Vendor 0387 - Maze & Associates Total:					7,500.00
Vendor: 0393 - McMaster-Carr Supply Co.					
105190	11/08/2021	McMaster-Carr Supply Co.	10/18/2021	Maintenance Supplies: Plant	154.03
105190	11/08/2021	McMaster-Carr Supply Co.	11/03/2021	Returned Maintenance Supplies...	-62.04
Vendor 0393 - McMaster-Carr Supply Co. Total:					91.99
Vendor: 0278 - MTA Parts Inc.					
105191	11/08/2021	MTA Parts Inc.	10/19/2021	Exhaust Vent Fan Belt: Plant	13.10
105191	11/08/2021	MTA Parts Inc.	11/01/2021	DEF Fluid: Vehicles	95.09
Vendor 0278 - MTA Parts Inc. Total:					108.19
Vendor: 0438 - NSI Lab Solutions					
105192	11/08/2021	NSI Lab Solutions	10/25/2021	Chlorine Accuracy Ampules	270.00
Vendor 0438 - NSI Lab Solutions Total:					270.00
Vendor: 0450 - Operating Engineers Local 39					
105163	11/05/2021	Operating Engineers Local 39	11/05/2021	Union Dues	1,250.14
105163	11/05/2021	Operating Engineers Local 39	11/05/2021	Per Capita	198.25
Vendor 0450 - Operating Engineers Local 39 Total:					1,448.39
Vendor: 0466 - Pacific Material Handling Solutions					
105193	11/08/2021	Pacific Material Handling Soluti...	10/26/2021	Routine Service: Fork Lift	429.40
Vendor 0466 - Pacific Material Handling Solutions Total:					429.40
Vendor: 0468 - Pacifica Community Television					
105194	11/08/2021	Pacifica Community Television	10/28/2021	Video Recording Sessions 09/13,...	900.00
Vendor 0468 - Pacifica Community Television Total:					900.00
Vendor: 0483 - Phil's Tire Pros					
105195	11/08/2021	Phil's Tire Pros	10/28/2021	Tire Repair: SAM Vehicle	40.00
Vendor 0483 - Phil's Tire Pros Total:					40.00
Vendor: 0487 - Polydyne, Inc.					
105196	11/08/2021	Polydyne, Inc.	10/29/2021	Clarifloc A-210P	3,144.53
Vendor 0487 - Polydyne, Inc. Total:					3,144.53
Vendor: 0524 - Republic Services #925					
105197	11/08/2021	Republic Services #925	10/25/2021	Solid Waste: October Lifts	1,524.65
Vendor 0524 - Republic Services #925 Total:					1,524.65
Vendor: 0541 - Rutan & Tucker, LLP					
105198	11/08/2021	Rutan & Tucker, LLP	09/30/2021	General Counsel: September 20...	3,347.63
105198	11/08/2021	Rutan & Tucker, LLP	09/30/2021	Personnel & Employment Coun...	280.00
105198	11/08/2021	Rutan & Tucker, LLP	09/30/2021	Environmental Counsel: Septe...	5,600.00
105198	11/08/2021	Rutan & Tucker, LLP	09/30/2021	Litigation Counsel: September ...	794.00
Vendor 0541 - Rutan & Tucker, LLP Total:					10,021.63
Vendor: 0594 - Sonic					
105199	11/08/2021	Sonic	11/03/2021	FlexLink Ethernet: November 2...	399.00
Vendor 0594 - Sonic Total:					399.00
Vendor: 0602 - SRT Consultants Inc.					
105200	11/08/2021	SRT Consultants Inc.	10/31/2021	October Engineering Support	7,630.00

Check Register

Payment Dates: 10/26/2021 - 11/8/2021

Payment Number	Payment Date	Vendor Name	Payable Date	Description (Item)	Amount
105200	11/08/2021	SRT Consultants Inc.	10/31/2021	Oct Engineering Support: RDT F...	360.00
105200	11/08/2021	SRT Consultants Inc.	10/31/2021	Oct Engineering: Aeration Basin...	120.00
Vendor 0602 - SRT Consultants Inc. Total:					8,110.00
Vendor: 0604 - Staples Business Credit					
105201	11/08/2021	Staples Business Credit	10/22/2021	Office & Lunchroom Supplies	14.06
105201	11/08/2021	Staples Business Credit	10/22/2021	Office & Lunchroom Supplies	32.80
Vendor 0604 - Staples Business Credit Total:					46.86
Vendor: 0618 - Strawflower Electronics					
105202	11/08/2021	Strawflower Electronics	11/02/2021	Battery Recycle Service	100.00
Vendor 0618 - Strawflower Electronics Total:					100.00
Vendor: 0643 - The UPS Store					
105204	11/08/2021	The UPS Store	11/01/2021	Return Product Shipping	13.29
Vendor 0643 - The UPS Store Total:					13.29
Vendor: 0649 - Tim Suydam					
105203	11/08/2021	Tim Suydam	10/31/2021	October Consulting: NDWSCP P...	7,210.69
Vendor 0649 - Tim Suydam Total:					7,210.69
Vendor: 0761 - US Bank Equipment Finance					
105205	11/08/2021	US Bank Equipment Finance	10/19/2021	Copier Lease: Equipment Upgra...	251.78
Vendor 0761 - US Bank Equipment Finance Total:					251.78
Vendor: 0685 - Verizon Wireless					
105206	11/08/2021	Verizon Wireless	10/15/2021	October Wireless Service	65.16
105206	11/08/2021	Verizon Wireless	10/15/2021	October Wireless Service	130.32
105206	11/08/2021	Verizon Wireless	10/15/2021	October Wireless Service	34.98
105206	11/08/2021	Verizon Wireless	10/15/2021	October Wireless Service	28.81
105206	11/08/2021	Verizon Wireless	10/15/2021	October Wireless Service	39.10
Vendor 0685 - Verizon Wireless Total:					298.37
Vendor: 0694 - Voyager Fleet Systems, Inc.					
105207	11/08/2021	Voyager Fleet Systems, Inc.	10/24/2021	Fuel Purchases	644.29
105207	11/08/2021	Voyager Fleet Systems, Inc.	10/24/2021	Fuel Purchases	542.40
105207	11/08/2021	Voyager Fleet Systems, Inc.	10/24/2021	Fuel Purchases	446.68
105207	11/08/2021	Voyager Fleet Systems, Inc.	10/24/2021	Fuel Purchases	606.22
Vendor 0694 - Voyager Fleet Systems, Inc. Total:					2,239.59
Grand Total:					120,184.27

Report Summary

Fund Summary

Fund	Payment Amount
100 - Operating Fund	117,611.34
300 - Contract Services	2,572.93
Grand Total:	120,184.27

Account Summary

Account Number	Account Name	Payment Amount
100-1010-5310	General Counsel	10,021.63
100-1010-5311	Employment Legal Fees	13,372.34
100-1010-5323	Software License & Maint...	399.00
100-1010-5330	Misc. Professional Services	8,400.00
100-1010-5418	Misc. Other Services	868.94
100-1010-5421	Telephones	894.36
100-1010-5422	Cellular Servcies	65.16
100-1010-5511	Rental/Lease Equipment -...	251.78
100-1010-5610	Janitorial Services	776.60
100-1010-5816	Office Supplies	14.06
100-2021-5318	Engineering & Architectur...	7,630.00
100-2021-5324	Vehicle Maintenance Serv...	469.40
100-2021-5326	Equipment Maintenance	6,670.00
100-2021-5330	Misc. Professional Services	12,005.73
100-2021-5411	Registration Fees	395.00
100-2021-5417	Uniform Services	749.36
100-2021-5422	Cellular Servcies	130.32
100-2021-5431	Water	6,074.51
100-2021-5433	Solid Waste (Trash)	1,524.65
100-2021-5613	Security Services	333.90
100-2021-5814	Maintenance Supplies	527.74
100-2021-5816	Office Supplies	32.80
100-2021-5817	Chemicals	3,144.53
100-2021-5818	Safety Supplies	1,148.86
100-2021-5822	Fuel, Oil, Lubricant	739.38
100-2021-6121	Machinery and Equipment..	20,240.20
100-2022-5330	Misc. Professional Services	2,120.00
100-2022-5813	Laboratory Supplies	990.71
100-2022-5817	Chemicals	270.00
100-2022-6121	Machinery and Equipment..	5,805.01
100-2024	Union Dues	1,448.39
100-2027	Deferred Comp	385.00
100-2035	Misc Benefits - Pre Tax	62.14
100-2036	Misc Benefits - Post Tax	550.04
100-4041-5318	Engineering & Architectur...	480.00
100-4041-6016	Portola Pump Station	8,619.80
300-3031-5411	Registration Fees	30.94
300-3031-5417	Uniform Services	53.86
300-3031-5422	Cellular Servcies	34.98
300-3031-5431	Water	212.61
300-3031-5822	Fuel, Oil, Lubricant	542.40
300-3032-5411	Registration Fees	25.48
300-3032-5417	Uniform Services	44.36
300-3032-5422	Cellular Servcies	28.81
300-3032-5431	Water	175.09
300-3032-5822	Fuel, Oil, Lubricant	446.68
300-3033-5411	Registration Fees	34.58
300-3033-5417	Uniform Services	60.20
300-3033-5422	Cellular Servcies	39.10
300-3033-5431	Water	237.62

Account Summary

Account Number	Account Name	Payment Amount
300-3033-5822	Fuel, Oil, Lubricant	606.22
Grand Total:		120,184.27

Project Account Summary

Project Account Key	Payment Amount
None	111,084.47
19PO01-6016	8,619.80
21TP01-5318	360.00
21TP02-5318	120.00
Grand Total:	<div>120,184.27</div>



Sewer Authority Mid-Coastside

Payroll Check Register

Checks

Pay Period: 10/16/2021-10/29/2021

Packet: PYPKT00860 - PPE 2021-1029

Payroll Set: Sewer Authority Mid-Coastside - 01

Employee	Employee #	Check Type	Date	Amount	Number
Clark, Matthew	0026	Regular	11/05/2021	92.35	1717
Dye, Barbara	0031	Regular	11/05/2021	184.70	1718
Slater-Carter, Kathryn	0015	Regular	11/05/2021	184.70	1719



Sewer Authority Mid-Coastside

Payroll Check Register

Direct Deposits

Pay Period: 10/16/2021-10/29/2021

Packet: PYPKT00860 - PPE 2021-1029

Payroll Set: Sewer Authority Mid-Coastside - 01

Employee	Employee #	Date	Amount	Number
Aguilar-Ibal, Gabriel	0004	11/05/2021	3,791.76	3168
Costello, Timothy J	0001	11/05/2021	100.00	3169
Costello, Timothy J	0001	11/05/2021	4,021.06	3169
Harvey, Keith	0010	11/05/2021	3,194.28	3170
Hussein, Jr., Tazammal Aiyub	0040	11/05/2021	2,103.06	3171
Hussein, Jr., Tazammal Aiyub	0040	11/05/2021	200.00	3171
Hussein, Jr., Tazammal Aiyub	0040	11/05/2021	500.00	3171
Long, George J	0002	11/05/2021	3,570.43	3172
Mejia, Julio A	0044	11/05/2021	1,121.22	3173
Mendez, Carlos	0009	11/05/2021	2,841.84	3174
Ondish, Sonya L	0022	11/05/2021	2,824.27	3175
Partida, David	0006	11/05/2021	4,858.50	3176
Rovai, Angelo	0042	11/05/2021	3,975.00	3177
Ahumada, Jose	0039	11/05/2021	2,174.49	3178
Preciado , Felipe	0036	11/05/2021	3,416.59	3179
Young, Anthony Edward	0024	11/05/2021	3,695.23	3180
Evans, George	0025	11/05/2021	3,764.94	3181
Evans, George	0025	11/05/2021	250.00	3181
Prathivadi, Kishen	0012	11/05/2021	6,689.05	3182
Turbay, Susan	0007	11/05/2021	2,430.73	3183
Lohman , Richard	0017	11/05/2021	92.35	3184
Penrose, Deborah	0021	11/05/2021	92.35	3185
Ruddock, Deborah Rose	0018	11/05/2021	184.70	3186



Sewer Authority Mid-Coastside

Payroll Check Register

Report Summary

Pay Period: 10/16/2021-10/29/2021

Packet: PYPKT00860 - PPE 2021-1029

Payroll Set: Sewer Authority Mid-Coastside - 01

Type	Count	Amount
Regular Checks	3	461.75
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	23	55,891.85
Total	26	56,353.60



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

DATE: November 8, 2021

SUBJECT: **Authorize the General Manager to Execute a Contract with EOA Inc. to Perform National Pollution Discharge Elimination System Permit Reissuance Assistance in an Amount Not to Exceed \$44,150**

Executive Summary

The purpose of this report is for the Board of Directors to authorize the General Manager to execute a contract with EOA Inc. to perform National Pollution Discharge Elimination System (NPDES) Permit Reissuance Assistance in an amount not to exceed \$44,150

Fiscal Impact

The cost is \$44,150. The adopted SAM budget for FY 2021-22 contains funds for this work.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Vision: "*Utilize state of the art technologies and management practices to advance public health and environmental protection.*" It also complies with the Strategic Plan's Goal 5: Infrastructure, Operations and Maintenance: "*The goals are no spills, safety, environmental protection, reliability, and long-term cost effectiveness.*"

Background and Discussion/Report

The current NPDES Permit, effective January 1, 2018, expires on December 31, 2022. The permit requires that the permit holder file a Report of Waste Discharge for issuance of new discharge requirements no later than April 5, 2022. Most agencies use outside

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

experts to perform the required analysis and technical assistance to prepare the necessary Report. There are a couple of consultants who perform this work in the Bay Area. Most agencies consistently use one or the other as the consultant then becomes familiar with the agency's specific permit, issues, etc., which reduces the analysis time and cost.

For the past several permit updates, SAM used the services of EOA, Inc. to perform the analysis and provide the technical assistance. They are familiar with both the Bay Area permit requirements and SAM's permit in particular.

The proposal and scope of work from EOA, Inc. (Attachment A) includes three tasks. Below is a description of each task.

Task 1: Assist with drafting the 2021 Pollution Prevention Annual Report

Task 2: Provide Permit Application Assistance by preparing draft reasonable potential analysis, calculate effluent limits for all constituents, Update Permit application with current information.

Task 3: Provide Permit Negotiations Assistance by reviewing administrative draft permit, tentative order and provide comments.

Staff Recommendation

Staff recommends the Board authorize General Manager to execute a contract with EOA Inc. to perform National Pollution Discharge Elimination System Permit Reissuance Assistance in an amount not to exceed \$44,150.

Supporting Documents

Attachment A: Proposal from EOA Inc.

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	



Environmental and Public Health Engineering

October 13, 2021

Kishen Prathivadi
General Manager
Sewer Authority Mid-Coastside
1000 N. Cabrillo Highway
P.O. Box 3100
Half Moon Bay, CA 94019

Subject: Proposal for SAM NPDES Permit Reissuance Assistance

Dear Mr. Prathivadi:

EOA is pleased to submit this proposal to assist Sewer Authority Mid-Coastside (SAM) with its upcoming NPDES Permit reissuance. EOA provided assistance to SAM during the last four NPDES permit reissuances. We see few new or major issues that will need to be addressed during this permit reissuance.

We have retained copies of the SAM NPDES permit application, Reasonable Potential Analysis (RPA), and other documents from the 2017 permit reissuance process. The Ocean Plan and the RPA approach have not been modified since then, however, there are new application forms. We can cost-effectively focus our efforts on updating the application forms and RPA and not have to “start from scratch.” It is difficult to accurately predict in advance all the potential issues that may arise during the overall permitting process, and the relative effort needed to address those issues. As such, EOA believes it appropriate to structure the scope of work as proposed, with a level of effort budget allocated to each of the currently identified tasks based on our experience from previous permit reissuances. We are prepared to work with SAM staff in a flexible and adaptive manner, so that tasks are executed using an efficient combination of EOA and SAM resources.

We included an additional task to assist with the 2021 Pollution Prevention Annual Report submittal due February 28, 2022 and the 2021 effluent characterization that is submitted with the NPDES Annual Report by February 1, 2022, as we have in previous years.

It is understood that SAM staff will be leading the permit reissuance, with EOA providing assistance and guidance as requested on some or all the tasks listed below. Assistance will be provided on a time and materials “level of effort” basis, as directed by SAM and subject to the limitation imposed by the overall budget.

The primary staff working on this project will be Tom Hall and Kristin Kerr, P.E. Both have worked on the previous SAM permit reissuances. Their resumes are available on request.

Task 1 Annual Report Assistance

Assist with drafting the 2021 Pollution Prevention (P2) Annual Report. The P2 Annual Report is due February 28, 2022. EOA will provide a draft report by February 1, 2022 with information provided by SAM staff. This assumes EOA receives a notice to proceed and requested information from SAM by January 1, 2021. EOA will finalize the report after receiving comments by February 15th on the draft report. The final report will be provided to SAM for submittal in CIWQS by February 28th.

Update the effluent characterization write-up for the 2021 NPDES Annual Report upon receipt of the priority pollutant effluent sample results for 2021 from SAM. The updated effluent characterization will be provided to SAM for inclusion in the Annual Report due January 31st. This assumes EOA receives a notice to proceed and requested information from SAM by January 1, 2021.

Budget: 30 hours

Task 2 Permit Application Assistance

The SAM NPDES Permit Order No. R2-2017-0040 was adopted by the Regional Water Board (RWB) on November 8, 2017 and it expires on December 31, 2022. A Report of Waste Discharge (ROWD) and application for reissuance of the Permit is due April 5, 2022. It is anticipated that work on the application would begin during December 2021, with formal ROWD submittal by April 5, 2022.

- Coordinate with SAM to identify key issues, a permitting strategy and timeline
- Obtain CIWQS Data and other required Permit Application information
- Prepare Draft RPA, calculate effluent limits, and assess ability to comply with limits. EOA will use the effluent dataset to prepare a draft Reasonable Potential Analysis (RPA) using current Ocean Plan procedures. EOA will calculate likely NPDES permit effluent limits for all constituents with RP. EOA will evaluate, based on historical SAM effluent quality, the statistical feasibility of SAM complying with those limits. The presumption is that there will be few if any limits for which immediate compliance will be infeasible. EOA will summarize the results in a brief technical memo.
- Update 2017 NPDES Permit Application with current information in the new application forms
- Meet with RWB Staff to review issues of concern, as needed

Budget: 80 hours

Task 3 Permit Negotiations Assistance

It is anticipated review of the Administrative Draft, Tentative Order and negotiations will occur in the second half of 2022, with permit reissuance by the RWB likely in late 2022.

- Review Administrative Draft Permit, compile list of issues, and prepare comments

Mr. Kishen Prathivadi

October 13, 2021

Page 3

- Prepare for and attend meetings with SAM and RWB Staff on AD TO issues
- Review TO and prepare Draft and Final written comments
- Attend SAM meetings as required
- Review RWB Staff Response to Comments, revised TO, and prepare testimony if required.

Budget: 66 hours

This proposal provides for approximately 176 hours to support SAM staff during the NPDES permit renewal process and 2021 Annual Reporting process. The work will be conducted on a time-and-materials basis in accordance with the attached EOA 2021 fee schedule. Our total budget is \$44,150, which includes an allowance for expected incidental expenses in accordance with the 2021 fee schedule.

Task	Estimated Budget
Task 1: Annual Report Assistance	\$6,950
Task 2: Permit Application Assistance	\$18,900
Task 3: Permit Negotiations Assistance	\$18,300
TOTAL	\$44,150

We thank you for this opportunity and look forward to working with SAM on this project.

Sincerely,
EOA, Inc.



Ray Goebel, P.E.
Vice President - Operations

Attachment: EOA 2021 Fee Schedule

2021 FEE SCHEDULE

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges.

PERSONNEL

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

Personnel Category	Hourly Rates
Principal.....	\$293
Managing Engineer/Scientist III.....	\$285
Managing Engineer/Scientist II.....	\$269
Managing Engineer/Scientist I.....	\$257
Senior Engineer/Scientist III – Project Leader.....	\$237
Senior Engineer/Scientist/Planner II.....	\$216
Senior Engineer/Scientist/Planner I.....	\$198
Associate Engineer/Scientist III	\$188
Associate Engineer/Scientist II.....	\$179
Associate Engineer/Scientist I.....	\$152
Assistant Engineer/Scientist.....	\$137
Technician, Administrative Manager	\$119
Clerical/Computer Data Entry.....	\$84

Charges for professional services are in increments of one quarter-hour. Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined in this fee schedule.

DIRECT EXPENSES

Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of sub-consultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$0.10 each for B&W, \$0.35 each for color. Large format \$0.15/sq ft for B&W, \$0.50/sq ft for color)
- Costs of color map production supplies (color ink and large format paper)
- Costs or rental of special equipment. Daily use fees of monitoring equipment charged at the following rates:
 - Single-parameter field meter - \$10/day
 - Multi-parameter field meter and sonde - \$100/day
- Costs of authorized travel and related expenses
- Automobile mileage directly related to services, at current IRS rate.

INVOICES

Invoices are prepared and submitted on a monthly basis, as either final or progress billings and are payable upon receipt unless prior arrangements have been made. Interest of 1-1/2% per month, or the maximum rate allowed by law, is payable on accounts not paid within 30 days.



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

DATE: November 8, 2021

SUBJECT: **Authorize General Manager to Issue a Purchase Order to Vapex Environmental Inc. for supply of Odor Control Unit for Pump Stations**

Executive Summary

The purpose of this report is for the Board of Directors to discuss and authorize the General Manager to issue a Purchase Order to Vapex Environmental Technologies for supply of odor control unit for Pump stations.

Fiscal Impact

The cost is \$149,940 (taxes excluded) for two units and \$86,700 for one unit. Included in the FY 20-21 budget. is \$125,000.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Vision: "*Utilize state of the art technologies and management practices to advance public health and environmental protection.*" It also complies with the Strategic Plan's Goal 5: Infrastructure, Operations and Maintenance: "*The goals are no spills, safety, environmental protection, reliability, and long-term cost effectiveness.*"

Background and Discussion/Report

Over approximately the past twenty years SAM has injected Sodium Hypochlorite (high concentration liquid bleach) into the wet well at both the Montara and Princeton Pump Stations to control corrosion and odors at the Portola Pump Station. The Portola Pump Station is equipped with an odor control biofilter which is not very effective. There has

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

been constant complaints from people in the neighborhood of the Portola Pump Station of the odors.

Staff considered various options including changing to feed Calcium Nitrate and control the dose rate. This option was not very cost effective and required use of tanks and chemicals which is not a very favorable environmentally friendly solution.

Staff checked out the Vapex Odor Control unit and carried out pilot trials at the Portola Pump station for a period of almost 2 months from 7/19/21 to 9/8/21. The results were encouraging and there were no complaints of odor during that period. Also, staff carried out pilot trials at Princeton Pump Station for a period of almost 1 month from 9/13/21 to 10/21/21. Princeton PS has a history of collection of Fats, Oils and Greases (FOG) and this unit proved to be very effective in breaking down the FOG and has showed good results. No bleach will be required to be injected at the Princeton Pump Station if this unit is installed at Princeton PS.

The Vapex Odor Control Technology is a vapor phase treatment that treats odors, remediates surface fats, oils, and grease, and mitigates microbial induced corrosion. A three fluid nozzle produces less than 5-micron sized water particles. The water particles combine with Ozone, a strong oxidant, to produce a powerful oxidant known as hydroxyl radical.

The unit treats odors in the space where the odors are generated. It only requires air, electricity, and water to generate the oxidants. There is no need to add any chemicals.

The average annual maintenance costs are approximately \$3,000.

Staff has received a proposal from Vapex for the following:

1. Odor Control Unit for Portola PS- \$86,700
2. Odor Control Unit for Princeton PS- \$85,680
3. Odor Control Unit for both Portola and Princeton PS- \$149,940 (saving of approximately \$22,440 if we do a combined purchase now)

The Board has the following options:

Option1- Authorize to purchase one unit for Portola for \$86,700

Option2- Authorize to purchase two units for \$149,940

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

Option 3- No action

Staff Recommendation

Staff recommends the Board authorize General Manager to issue a Purchase order to Vapex Environmental Technologies for supply of Odor Control unit for Portola PS and Princeton PS in an amount not to exceed \$149,940 (taxes excluded).

Supporting Documents

Attachment A: Proposal for Portola Pump Station for \$86,700

Attachment B: Proposal for Princeton Pump Station for \$85,680

Attachment C: Proposal for combined both Pump Stations for \$149,940

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	



**FIRM PROPOSAL
PRESENTED TO:
Sewer Authority Mid-Coast Side
Half Moon Bay - Portola LS - Odor
November 1, 2021**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Odor
Treatment Area Dimensions:	37L x 9W x17D
Treatment Area Volume:	5661 cu/ft
Peak H ₂ S Level:	Unknown
Installation Location:	Portola LS

2. EQUIPMENT SUPPLIED

- 1 NANO
- 2 HV 500 Nozzle - Flexible Install
- 200 ft Oxidant Tubing
- 200 ft Water Tubing
- 75 ft 2.5" Zipper Cable Sheath
- 2 IOM Manuals
- 1 Installation Kit - NANO - Multiple Nozzles

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for..... \$ **86,700** USD
F.O.B. jobsite, Taxes Excluded

Option for Extended Warranty..... \$ **10,995** USD

In addition to the Purchase Price.

This is a yearly cost up to a total of 8 years.

5.1 VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:



- a. Purchase Price quoted in this document
- b. Ship to address, contact name and phone number
- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 15% upon release to Production
- 80% upon delivery
- 5% Net sixty (60) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump



cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- Vapex™ VN - 18 months from shipment or 12 months from start-up whichever occurs first

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™ option, either be repaired or replaced without charge. Upon receipt of Vapex™ written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™ specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by



Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.

B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™ current per diem plus all travel and living expenses.

C. Onsite labor and freight are not covered by this Warranty.

D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.

E. Following a Warranty claim, verification of proper operations and maintenance is required.

F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.

G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.

H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)



☐ No

☒ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____ Taxes are not included in the Purchase Price and will be
added to the PO amount unless accompanied with a Sales
PO Amount: _____ Tax Exemption Certificate

Is this purchase sales tax exempt?

☒ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	



**FIRM PROPOSAL
PRESENTED TO:
Sewer Authority Mid-Coast Side
Half Moon Bay - Princeton LS - FOG
November 1, 2021**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	FOG
Treatment Area Dimensions:	14L x 8W x 15D
Treatment Area Volume:	1,680 cu/ft
Peak H ₂ S Level:	Unknown
Installation Location:	Princeton LS

2. EQUIPMENT SUPPLIED

- 1 NANO
- 2 HV 500 Nozzle - Flexible Install
- 200 ft Oxidant Tubing
- 200 ft Water Tubing
- 2 IOM Manuals
- 1 Installation Kit - NANO - Multiple Nozzles

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for..... \$ **85,680** USD
F.O.B. jobsite, Taxes Excluded

5.1 VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

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- Purchase Price quoted in this document
- Ship to address, contact name and phone number
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- d. Requested delivery date
- e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 15% upon release to Production
- 80% upon delivery
- 5% Net sixty (60) days after equipment startup and training

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Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

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6. WARRANTY

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- Vapex™ VN - 18 months from shipment or 12 months from start-up whichever occurs first

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.

B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or



workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.

C. Onsite labor and freight are not covered by this Warranty.

D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.

E. Following a Warranty claim, verification of proper operations and maintenance is required.

F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.

G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.

H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order



PO Number: _____ Taxes are not included in the Purchase Price and will be
added to the PO amount unless accompanied with a Sales
PO Amount: _____ Tax Exemption Certificate

Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	



**FIRM PROPOSAL
PRESENTED TO:
Sewer Authority Mid-Coast Side
HMB - SAM - Princeton & Portola LS (Package)
November 1, 2021**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Odor/FOG
Treatment Area Dimensions:	Multiple Sites
Treatment Area Volume:	Multiple Sites
Peak H ₂ S Level:	Unknown
Installation Location:	Portola & Princeton

2. EQUIPMENT SUPPLIED

- 2 NANO
- 4 HV 500 Nozzle - Flexible Install
- 400 ft Oxidant Tubing
- 400 ft Water Tubing
- 75 ft 2.5" Zipper Cable Sheath
- 4 IOM Manuals
- 2 Installation Kit - NANO - Multiple Nozzles

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for three (3) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
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- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for..... \$ **149,940** USD
F.O.B. jobsite, Taxes Excluded

5.1 VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

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- Ship to address, contact name and phone number



- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2 PAYMENT TERMS

- 15% upon release to Production
- 80% upon delivery
- 5% Net sixty (60) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

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prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

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To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

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The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.



B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.

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VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

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[] No



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Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.

Name:	
Title:	
Organization:	
Signature:	
Date:	



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Kishen Prathivadi, General Manager
DATE: November 8, 2021
SUBJECT: Report on Plant Upset Issues

Executive Summary

The purpose of this report is to provide an update to the Board on plant upset issues

Fiscal Impact

There is no fiscal impact.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Vision: "*Utilize state of the art technologies and management practices to advance public health and environmental protection.*" It also complies with the Strategic Plan's Goal 5: Infrastructure, Operations and Maintenance: "*The goals are no spills, safety, environmental protection, reliability, and long-term cost effectiveness.*"

Background and Discussion/Report

In late September and early October of 2020, SAM WWTP experienced abnormally high Biochemical Oxygen Demand (BOD) levels in its influent. These BOD levels stressed plant processes and resulted in the discharge of non-compliant effluent by the plant. Above-normal BOD levels continued to appear throughout the remainder of 2020.

Plant processes are highly complex and best understood by Plant Process Engineers. A sewer plant is a live organism, and it is very easy to erroneously apply chemical analysis like mass balance to biological processes. Therefore, SAM hired Process Engineers from a reputed Engineering firm of national reputation to look at the cause and provide solution to the BOD issue.

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	D. Penrose	D. Ruddock	K. Slater-Carter
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	J. Harvey	H. Rarback	

Unfortunately, there is a lot of misinformation being circulated within Member agencies and the purpose of this report is to clarify any misunderstanding that has been created.

There is a wrong notion that SAM is targeting only the breweries, wineries and distilleries. Inspection has commenced in the SAM jurisdiction of GCSD and MWSD and 28 establishments have been inspected so far.

There has been increased effluent BOD and TSS which has resulted in potential violations of effluent limitations. There have been 30 violations since the beginning of October 2020 with none of those violations being for the months of August, September, and October 2021.

Details are as follows:

Month	Violations			Total Violations
	BOD	TSS	Others	
October 2020	4	2		6
November 2020	2	2		4
December 2020	0	0		0
January 2021	1	2		2
February 2021	0	0		0
March 2021	0	0		0
April 2021		1	1	2
May 2021	0	0	0	0
June 2021	2	3	1	6
July 2021	3	5	2	10

Several recommendations suggested by Process Engineers from Brown and Caldwell as well as Consultants have been adopted. Some of the major ones are:

1. Stopped receipt of landfill leachate.
2. Implemented Chemically Enhanced Primary Treatment.

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3. Implemented Chemically Enhanced Secondary Treatment. (As needed based on observations and testing results)
4. Increase to 3 primary settling tanks in service during high flow periods and two in service during normal flow periods.
5. Remove accumulated surface grease on the pump stations on a regular basis.
6. Addition of supplemental bio-seed to help restore population of beneficial micro-organisms as and when required.

Since October 2020, SAM has incurred unforeseen costs of \$750,000 due to the process upsets. Details of these costs are included here as Attachment A.

SAM has stopped sampling testing at locations outside the plant since October 1, 2021. It is to be noted that we are still receiving high levels of Influent BOD's and our effluent BOD's are higher than normal and pretty close to violating. It is only because we are adding chemicals- polymers, coagulants and monitoring the process closely and tweaking secondary tank operations that we are within the permissible limits.

To cite examples:

Date	Influent BOD in mg/L	Effluent BOD in mg/L	Influent BOD loading in lbs/ day
10/5/21	564.25	23.72	5,195
10/12/21	490.13	25.72	4,684
10/13/21	528.25	20.68	4,744
10/20/21	402.00	25.84	4,096

For comparison, the BOD loading that had occurred in the previous year (June 2020) prior to the upset is reproduced below:

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Date	Influent BOD in mg/L	Effluent BOD in mg/L	Influent BOD loading in lbs/ day
6/10/2020	370	20	3,607
6/11/2020	420	16	4,224
6/14/2020	430	13	4,504
6/22/2020	370	17	3,851

Two recommendations were made by Brown and Caldwell in their final report:

1. The Plant did not have adequate capacity to treat current flow and loading with only Aeration Basin 3 and additional modifications should be constructed to increase the capacity at the plant.
2. Improvements at the plant need to be coupled with source control in the collection system to reduce BOD spikes entering the plant to provide higher probabilities of maintaining compliance.

Recommendation 1 has already been implemented and diffusers for Aeration Basin 4 have been ordered. It is estimated to be commissioned by March/April 2022.

Recommendation 2 has commenced but is still waiting for complete implementation addressing all establishments.

Of note from B&C's executive summary:

Furthermore, improvements at the WWTP need to be coupled with source control in the collection system to reduce BOD spikes entering the WWTP to provide higher probabilities of maintaining compliance. Biological processes tend to perform better with stable influent loadings or loadings that change slowly. Significant peak events that arrive suddenly may result in elevated effluent pollutant concentrations which may result in permit violations. It cannot be deduced from this work that the very high influent BOD spike on its own caused the subsequent process upset. It is recommended to investigate the source of high BOD spikes in the collection system through a source

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control program to dampen the high BOD spikes entering the WWTP and provide higher probabilities of maintaining permit compliance.

Brown and Caldwell commented on the presentation made by GCSD GM at their Board meeting on October 21, 2021, regarding discussion on SAM Treatment Plant Process Issues and Non domestic Source Control Program.

Attached is the email response (Attachment B) received from Brown and Caldwell.

Staff Recommendation

None.

Supporting Documents

Attachment A: Gross Upset Costs starting October 2020

Attachment B: Email response from Brown and Caldwell on GCSD GM's presentation

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	J. Harvey	H. Rarback	

Gross Upset Costs - Starting October 2020			
		Amount	Total
Extra Testing and Products:			
	1. Alpha	197,293.00	
	2. Aquafix	17,796.70	
	3. Chemtron	11,453.57	
	4. EBS	46,786.69	
	5. Environmental.com	97,900.00	
	6. Hills Brothers	10,379.68	
	7. Kemira	20,679.36	
	8. Pine Environmental	1,302.07	
			403,591.07
Legal			
	1. Rutan (Environmental)	22,978.50	
			22,978.50
Staff Overtime			
	1. Operations	35,422.18	
			35,422.18
Consulting			
	1. Brown & Caldwell	196,767.96	
	2. CFCS (Charles Fenton)	25,012.00	
	3. WMS (Dan)	50,000.00	
			271,779.96
Misc			
	1. A1 Septic	16,477.50	
			16,477.50
Grand Total:			750,249.21

Kishen Prathivadi

From: Aren Hansen <AHansen@BrwnCald.com>
Sent: Wednesday, November 3, 2021 7:02 PM
To: Kishen Prathivadi
Cc: Mike Harrison; Linda Sawyer; Seppi Henneman; Lance P. Salerno
Subject: Comments re: GCSD Board Meeting 10/21/21

Hi Kishen,

Per your request to Mike Harrison, our team has reviewed the GCSD Board Meeting video from 10/21/21 and wanted to provide a few comments/clarifications regarding the discussion of BOD and process upsets. It seems like much of GCSD's discussion involved the first phase of the Non-Domestic Source Control Program (NDSCP) "targeting the breweries", which BC had no involvement with. As you know, BC's scope was inside the fence of the WWTP, and we were not tasked with identifying potential sources of BOD or high loadings, or guiding a NDSCP. However, there were several factual inaccuracies in the GCSD discussion, and some misunderstandings that we would like to provide further clarification. I've included quite a few items below. Some are more technical than others, but hopefully they are all understandable. We're happy to help further explain these comments to you, your Board or GCSD if needed.

1. In the discussions about effluent BOD exceedances, there seem to be some misunderstandings about the cause. There appears to be a perception that effluent BOD is essentially just residual BOD from the influent that didn't get properly treated through the WWTP. This is not really accurate. Although this may be the case during extremely high BOD loading events, many of the 2021 upsets that resulted in high effluent BOD were due to poor settling sludge (typically due to filaments), which gets washed out of the secondary clarifiers and into the effluent. [Note: The activated sludge registers in the BOD test because the biomass is biodegradable.] This is evident by comparing effluent BOD and effluent TSS; when both values are high, it's typically a result of poor settling sludge or overloaded clarifiers.
2. The GCSD Manager states that SAM is an extended aeration plant. SAM is NOT an extended aeration plant. An extended aeration plant is a low-rate facility (very large basins compared to the flow) that is operated to nitrify using a long solids retention time (20 to 30 days or more), which does indeed have a great deal of resiliency in the system. SAM is a high rate activated sludge system with a solids retention time of around 2 days that is not designed to nitrify. High-rate systems are much more susceptible to shock loads, much more likely to produce turbid effluent, and in general are much less resilient. When SAM did start to nitrify in spring 2021, they had major issues with floating sludge (a very typical problem when nitrification leads to nitrate over 15 to 20 mg/L).
3. Plants that have limited activated sludge loading capacity, where the solids loading from the aeration basins overwhelms the secondary clarifiers, frequently see high effluent TSS and BOD during peak flow events. The GCSD Manager's statement that the 200 mg/L BOD on 1/27/2021 was a bad test is false. The flow on that day was nearly twice the prior day, and the TSS was also high (200 mg/L), consistent with an overloaded secondary clarifier that was unable to settle the solids. The sludge blanket was high (consistent with clarifier failure), and BC's evaluation (through state point analysis) predicted clarifier failure under these conditions. It is our understanding that SAM staff brought the additional clarifier online to address this issue, which resulted in lower effluent BOD and TSS the following day.
4. As noted above, BC's work was focused inside the plant. Any discussion by BC about potential waste streams and their impacts was based on general experience, not on any detailed evaluation of the industries in SAM's service area. BC recommends that all the relevant industries be sampled, as well as educated about the wastewater system issues.
5. Breweries are only one possible industry that can be an issue, but numerous other plants have identified them as a concern. Brewery wastewater can at times be much higher in BOD than the BOD shown (5,000

mg/L) in the GCSD Manager's example calculation. For instance, beer has BOD in the 75,000 to 180,000 mg/L range, yeast has similar BOD, and wort (beer before fermentation) has even higher BODs (<https://brewerywastewater.com/brewery-wastewater-bod-values/>). A slug load would be something that does not normally occur. For a plant of SAM's size, it could be feasible that a slug load from a brewery would cause issues at the plant.

6. The GCSD Manager's statement that Basin 3 had a coarse air system prior to June 2021 is incorrect. The plant replaced the old fine bubble diffuser membranes in Basin 3 with newer membranes. BC was not involved in this design or procurement, since this project was in progress when BC was hired. Fine bubble diffuser membranes typically have a lifetime of about 7 years, and these had been operating for more than 20 years. The old diffusers were well past their expected useful life.
7. Regarding the GCSD Manager's statement about engineers "falling in love with a technology". Fine bubble diffusers are the most common type of diffusers used in aeration tanks because they provide high oxygen transfer rates, so much less aeration energy is required. Aeration energy is the largest energy use in most treatment plants. Coarse bubble diffusers are far less efficient, so energy use long term is much higher. More efficient aeration results in lower operating costs to the public ratepayers. This is the primary reason why engineers prefer this technology.
8. BC was hired to evaluate capacity using standard industry procedures and assumptions. BC's capacity evaluation was performed before the summer 2021 data was available, so any insights from those performance challenges are not incorporated.
9. Standard industry capacity assessment found that the system needs to operate additional volume to be prepared for design storm events. The simplest way to approach this is based on the original design influent loading: 7,300 lb/d average loading (Drawing G-2 of plant record drawings), divided proportionally between basins 1, 2, and 3. Our evaluation confirmed that this tank volume would be sufficient for this loading, but the peak flow capacity would be limited to 6 mgd. When SAM operates using the single basin (Basin 3), it accounts for about 40% of the overall volume, so it was designed for about 3,400 lb/d BOD loading. Plant average loadings in 2018-2019 exceeded this value (3,700 lb/d BOD). Regulators typically require plants to add capacity when the average exceeds 85 percent of design, so operating with one functioning basin is not sufficient, even though the NPDES Permit limits have been met in the past. The hydraulics of the system as configured make it impossible to operate Basin 3 with other basins (1 and/or 2), so the overall plant capacity is far less than the design value. Basins 1 and 2 can be operated together, but plant concerns about inefficient aeration (higher energy use) and possible short circuiting have led them to conclude over the past 15+ years that use of these basins is not desirable.
10. The plant capacity assumed that sludge settleability matched historic values (2018 - 2020). In 2021, sludge settleability has been much worse than past years, which would further limit the capacity. .
11. BC did identify that RAS chlorination in 2020 was higher than recommended. That was not the case in 2021.
12. Big picture, there are two interrelated issues at SAM.
 - a. Capacity issues: Capacity is less than design, and less than predicted needs. The plant has been operating with little buffer room for unexpected conditions. The solution to reclaim the design capacity is to make repairs to additional tank volume that is available.
 - b. Filament and sludge settleability issues: The filament issues appear to have been the main cause of the violations and problems in 2021 and may have been the issue in fall 2020 (it is hard to diagnose after the fact). Filament problems are not directly related to capacity, although extra capacity will help the plant to manage the issue. BC's scope was to assess capacity and support operations. As part of the operations support, the filament types were identified, which indicated that septicity and soluble readily-metabolizable substrates were the most likely causes. There are several possible mitigations:
 - i. Perform emergency rapid response measures (like adding chemicals) to maintain operations. This is the band-aid solution, not really meant for long-term operation. Through the

operations support, the staff is better prepared now. We recommend they continue to monitor for filament types to develop the baseline community.

- ii. Identify the source of the soluble readily-metabolizable substrates and remove them from the system. Depending on the source, it may not be possible to fully mitigate the issue.
- iii. The plant configuration is not ideal for controlling filaments. Addition of an unaerated selector zone is probably the best way to control filaments. This would be a larger capital project than BC evaluated for the capacity assessment.

Please let me know if you'd like to discuss further.

Thanks,

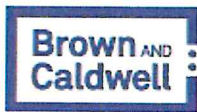
Aren Hansen, P.E., PMP

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SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

DATE: November 8, 2021

SUBJECT: Implementation Options for SAM Existing Non-Domestic Waste Source Control Program

Executive Summary

The purpose of this report is to provide further update information on the Implementation of SAM's Non-Domestic Waste Source Control Program (NDWSCP)

Fiscal Impact

Implementation of the NDWSCP will have future costs that will need to be funded through discharger fees, member agency contributions, or a combination of both.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Vision: "*Utilize state of the art technologies and management practices to advance public health and environmental protection.*" It also complies with the Strategic Plan Goal 5: Infrastructure, Operations and Maintenance: "*The goals are no spills, safety, environmental protection, reliability, and long-term cost effectiveness.*"

Background and Discussion/Report

For the past eleven months SAM's wastewater treatment plant (WWTP) has had periodic upsets and interference with secondary treatment processes primarily - SAM staff believes because of influent entering the WWTP that is believed by SAM staff to at times contain excessive biochemical oxygen demand (BOD). Upset at the WWTP attributable to excessive BOD has resulted in interference with the effectiveness of secondary treatment processes and resulted in repeated exceedances of SAM's

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National Pollutant Discharge Elimination system permit (“NPDES” or “Permit”), though no exceedances have occurred in August, September and October 2021 as a result of extensive efforts on the part of SAM operators, in close consultation with SAM consultant Brown & Caldwell, to adjust plant operations in order to prevent upsets and interference.

During the 1990’s SAM’s WWTP had difficulties achieving permit standards. The result was a determination by the SAM Member agencies to grant additional powers to SAM via amendment to the JPA Agreement and approval of Resolution 2-94, to allow SAM a greater role in controlling non-domestic and industrial wastes with potential to enter the WWTP and cause upset.

As indicated, SAM adopted the initial draft of the NDWSCP with Resolution 1-91, and thereafter adopted comprehensive regulations to implement the NDWSCP, in cooperation with Member Agencies, in 1994 with the SAM Board’s approval of SAM resolution 2-94. Resolution, 2-94, and the non-domestic source control regulations it adopted, was also part of the Plant Expansion process of state and federal grant funding for much of SAM’s wastewater conveyance, treatment and disposal system. Resolution 1-91 was modified in 2-94 to increase limits for oil and grease. It also provided authority for SAM to: (1) collect NDWSCP fees through property tax rolls and delinquent fees penalties; (2) notify property owners and utilize member agency disconnection procedures for termination of service in the event of non-compliance with the NDWSCP. SAM’s fee structure for the NDWSCP was amended by the Board in 2014, but the program has largely remained unchanged since initial passage and ratification by the Member Agencies in 1991—with the caveat that SAM’s emphasis in the NDWSCP since 2014 has been on implementation of SAM’s fats, oils and grease (FOG) control program.

On June 10, 2019, SAM Board adopted Ordinance No. 19-01 for the Non-Domestic Wastewater Source Control Program and Resolution No. 19-05 establishing the Uniform Fee schedule for FY 2019-20. Ordinance 19-05 reconfirmed the Board’s commitment to, and approval of, the NDWSCP and source control within SAM as well as funding for the NDWSCP. Ordinance 19-01. Ordinances 19-01 and Resolution No. 19-05 are attached respectively as Attachments A and B.

SAM’s NDWSCP Regulations are applicable to all non-domestic dischargers through regulation by SAM, the Member Agencies, or a combination thereof, within the Member Agency service areas. Since 2014, permits previously issued to non-domestic

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dischargers have lapsed while new potential non-domestic sources, with the potential to discharge high concentrations of BOD and other pollutants, have been approved by the County and/or Member Agencies to operate and connect to the sanitary sewers discharging to SAM's WWTP without being evaluated or permitted by SAM or the Member Agencies. Given the recent violations, and the need to ensure that sources outside of the WWTP are not causing or contributing to upset/interference with treatment processes within the WWTP going forward, SAM staff believes that—in addition to modifications planned for the aeration basins within the WWTP, it is essential that the NDWSCP program be reintroduced and prudently implemented with permits issued to businesses determined to be non-domestic dischargers per Ordinance 19-01. This was discussed at the Board meeting on Sept 13, 2021, and staff was directed to discuss various options with the Member agency managers and bring it back to the Board. Subsequently, the Managers met on September 14 and 21. Two options were considered:

- Option 1: Continue the existing NDWSCP program with SAM responsible for implementation and administration of Non-Domestic Dischargers to the SAM system
Option 2: Member agencies administer the NDWSCP program with SAM oversight.

The Managers agreed to Option 1 where SAM is delegated the duties and responsibility for the implementation and administration of the NDWSCP program for a one year period, after which the Board and member agencies will evaluate program effectiveness. However, implementation of the Fats, Oils and Grease (FOG) compliance of the NDWSCP will continue to be administered by the City of Half Moon Bay in its service area and SAM will continue to administer the FOG compliance component of the NDWSCP for Montara Water and Sanitary District and Granada Community Services District service areas on a cost reimbursable basis. Mark Thomas has been retained under separate contracts with the City of HMB and SAM to facilitate FOG compliance under the NDWSCP, so one consultant is responsible for administering FOG compliance throughout SAM's service area, albeit through two separate contracts.

Subsequently on September 23, 2021, the Board agreed to the Managers decision of implementing and administering the NDWSCP Program for a one-year period, after which the Board and member agencies will evaluate program effectiveness. The program where SAM leads the NDWSCP Program is attached as Attachment C

At the October 25, 2021, meeting, SAM Board reviewed a proposal to hire a consultant to begin implementation of the NDWSCP program. The Board did not approve the proposal, but moved (Dye/Clark) “ that the member agencies and SAM put together the

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consolidated program for all phases and bring it back within a reasonable amount of time. The vote was 6-2, with Ayes from Ruddock, Penrose, Clark and Dye, and Noes from Lohman and Slater Carter. The Board did not specify how the new version of the NDWSCP program would be scoped, staffed or funded, and Chair Dye indicated that instead of a mandatory regulatory program, the Member Agencies could instead implement a voluntary program focused on education.

The Member Agency Managers met on 11/2 to discuss the above and SAM was informed that HMB and GCSD have now changed positions and instead would like to pursue Option 2 which is for the Member agencies to administer the NDWSCP program with SAM oversight.

The various steps required for the Member Agencies to administer the NDWSCP Program is attached as Attachment D.

Additionally, Chair Dye sent a Proposal for SAM-GCSD Member Agency NDWSCP Program which is attached as Attachment E. This has not been reviewed by the Member Agency Managers or SAM Legal Counsel but could be discussed at the Board Meeting.

Staff Recommendation

Staff recommends moving forward with NDWSCP registration process as soon as possible whether under Option 1 or Option 2, as further implementation delay could lead to additional violations at the WWTP and more severe enforcement outcomes.

Supporting Documents

Attachment A: Resolution 2019-05

Attachment B: Ordinance 19-01

Attachment C: SAM Administers NDWSCP Program

Attachment D: Member Agencies Administer NDWSCP Program

Attachment E: Proposal for SAM-GCSD Member Agency NDWSCP

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	D. Penrose	D. Ruddock	K. Slater-Carter
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**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SEWER AUTHORITY MID-COASTSIDE**

RESOLUTION NO. 2019-05

**ADOPTING THE SEWER AUTHORITY MID-COASTSIDE
UNIFORM SCHEDULE OF FEES**

The Board finds that:

The Sewer Authority Mid-Coastside has adopted Ordinance No. 19-01 amending regulating sewage and non-domestic wastes discharged into the sewer system.

Included in Ordinance No. 19-01 is language referencing a Uniform Schedule of Fees, which is attached to and made part of this Resolution.


Ordinance No. 19-01 becomes effective one week after it is published in the local newspaper. The Ordinance is scheduled to be published in the Half Moon Bay Review on June 19, 2019, and will become effective as of June 26, 2019.

As a result, the Board of Directors of the Sewer Authority Mid-Coastside adopts the Uniform Schedule of Fees as attached and to become effective June 26, 2019:

* * *

I HEREBY CERTIFY that this resolution was duly and regularly adopted by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, at a regular meeting held on the 10th day of June 2019, by the following vote:

AYES: Rarback, Lohman, Dye, Penrose, Slater-Carter, Blanchard
NOES: None
ABSENT: None
ABSTAIN: None



Secretary of the Board
Sewer Authority Mid-Coastside
San Mateo County, California

ORDINANCE OF THE BOARD OF DIRECTORS OF THE SEWER AUTHORITY MID-COASTSIDE, COUNTY OF SAN MATEO, CALIFORNIA

ORDINANCE NO. 19-01

ORDINANCE AMENDING SEWER AUTHORITY MID-COASTSIDE ORDINANCE REGULATING SEWAGE AND NON-DOMESTIC WASTES DISCHARGED INTO THE SEWER AUTHORITY MID-COASTSIDE SYSTEM AND REPEALING CONFLICTING ORDINANCES

The Board of Directors of the Sewer Authority Mid-Coastside, County of San Mateo, California does ordain that its Non-Domestic Wastewater Source Control Program is hereby amended to read as follows:

NON-DOMESTIC WASTEWATER SOURCE CONTROL PROGRAM

ARTICLE I. GENERAL

- 1.0 Purpose
- 1.1 Definitions
- 1.2 Non-domestic Wastewater Source Control Program

ARTICLE II. PROHIBITIONS

- 2.0 General prohibitions.
- 2.1 Storm drainage and groundwater.
- 2.2 Unpolluted water.
- 2.3 Garbage grinders.
- 2.4 Point of discharge.
- 2.5 Holding tank waste.
- 2.6 Radioactive wastes.
- 2.7 Water softening waste.
- 2.8 Wastewater strength.
- 2.9 Additional limitations.
- 2.10 Specific discharge limitations.

ARTICLE III. PERMITS, REPORTS AND ADMINISTRATION

- 3.0 Permits.
- 3.1 Application for permit.
- 3.2 Permit conditions.
- 3.3 Duration of permits.
- 3.4 Non-assignability of permit.
- 3.5 Refusal to issue permit.
- 3.6 Discharge reports.
- 3.7 Protection against accidental discharges.
- 3.8 Public information.
- 3.9 Special agreements.
- 3.10 Fees and deposits.
- 3.11 Collection of fees.

3.12 Delinquent fees.

ARTICLE IV. MONITORING, INSPECTIONS AND PRETREATMENT

- 4.0 Monitoring facilities.
- 4.1 Inspection and sampling.
- 4.2 Pretreatment.
- 4.3 Grease trap/grease interceptors.
- 4.4 Wastewater volume determination.

ARTICLE V. ENFORCEMENT

- 5.0 Responsibility.
- 5.1 Unauthorized discharges.
- 5.2 Cease and desist orders.
- 5.3 Time schedules.
- 5.4 Emergency corrections.
- 5.5 Damages to sewage facilities.
- 5.6 Termination of service.
- 5.7 Revocation of permits.
- 5.8 Falsification of information.
- 5.9 Public nuisance.
- 5.10 Misdemeanor.
- 5.11 Remedies nonexclusive.
- 5.12 Appeals.

ARTICLE I. GENERAL

Section 1.0 Purpose.

The purpose of these Regulations are to:

- (a). Establish uniform requirements for non-domestic discharges into the wastewater interceptor, treatment and disposal system used and owned jointly with other public entities as parties to the certain joint exercise of powers agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside," dated February 3, 1976, as amended, whereby there was established the Sewer Authority Mid-Coastside (herein, Authority), by and between the Montara Sanitary District, Granada Sanitary District and the city of Half Moon Bay (each referenced herein as Agency);
- (b). Provide for and regulate the disposal of non-domestic wastewater into the sanitary sewer system of each Agency in such a manner and to such extent as may be reasonably necessary to maintain and to increase the ability of such system to handle and dispose of non-domestic wastewater without decreasing the ability of such system to handle and dispose of all sanitary sewage;
- (c). Improve opportunities to recycle and reclaim treated effluent and wastewater sludge, gases, and other byproducts of the treatment process;
- (d). Protect the physical structures of said sanitary sewer system and the efficient functioning of its component parts;

- (e). To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (f). To comply with all applicable State and Federal laws, including the Clean Water Act (Title 33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403);
- (g). Provide for the assessment and collection of various fees and other charges reasonably necessary for the implementation, administration and enforcement of the non-domestic wastewater source control program;
- (h). To enable the Authority to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject;
- (i). To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters or atmosphere, or otherwise be incompatible with the Publicly Owned Treatment Works;
- (j). To prevent the introduction of pollutants into the Authority and Agencies' facilities that will interfere with their operation.

Section 1.1 Definitions

- (a). General.

Words, phrases or terms not specifically defined in this section, and having a technical or specialized meaning shall be defined as set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

References to waste constituents and characteristics shall have the meanings ascribed thereto in the aforesaid "Standard Methods for the Examination of Water and Wastewater," and measurements thereof shall be as set forth in such publication, or as established by federal or state regulatory agencies.

- (b). Specific definitions. The following words or phrases wherever used in this Ordinance shall have the following meanings unless the context otherwise requires:

(1) Agency. Refers to Montara Water & Sanitary District, Granada Community Services District or the City of Half Moon Bay, each of which entered into the "Agreement Creating the Sewer Authority Mid-Coastside" dated February 3, 1976, as amended, to establish uniform requirements for non-domestic discharges into the wastewater interceptor, treatment and disposal system used and owned jointly with other public entities.

(2) Authority. The Sewer Authority Mid-Coastside, a public entity established by that certain agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside," dated February 3, 1976, as amended, and any successor entity thereof.

(3) Best Management Practices (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Article II of this Ordinance. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage

(4) Building sewer. A sewer conveying the wastewater of a User from a residence, building, or other structure to a community sewer (and thereby the sanitary sewer system) owned by an Agency, including direct connections to such a community sewer (and sanitary sewer system). Building sewers, or portions thereof, are sometimes referred to as “service laterals.” Ownership and maintenance of the building sewer is the responsibility of the property owner.

(5) Discharger. Any person discharging non-domestic waste.

(6) Domestic wastewater. Any waterborne waste of the type naturally resulting from flushing and washing waste products from residences (including but not limited to: kitchens, bath and laundry facilities) and from personal sanitary conveniences (toilets, showers, bathtubs, fountains, non-commercial lavatories, and similar fixtures), provided that the discharge concentrations are below the limits set forth below under the heading ‘Domestic Wastewater Maximum Concentration Limits.’ Examples of wastewater excluded from this definition are wastewater from commercial, industrial, or agricultural facilities, and wastewater from institutional laundries or food service/preparation facilities.]

(7) Domestic Wastewater - Maximum Concentration Limits. Used to characterize wastewater as non-domestic if discharge concentrations are above the limits. All values except settleable solids and pH are expressed in mg/L.

Constituent	Concentration
Solids, total	1200
Dissolved, total	850
Fixed	525
Volatile	325
Suspended, total	350
Fixed	75
Volatile	275
Settleable solids, mL/L-hr	20
Biochemical oxygen demand, 5-day, 20°C	400
Total Organic Carbon (TOC)	290
Chemical Oxygen Demand (COD)	1000
Nitrogen (total as N)	85
Organic	35
Free Ammonia	50

Nitrites	0
Nitrates	0
Phosphorus (total as P)	15
Organic	5
Inorganic	10
Chlorides	350
pH	6 to 9
Oil and grease (animal or vegetable origin)	200
Oil and grease (mineral or petroleum origin)	100

(8) Fats, Oils, and Grease. Grease, oil, fat or other ether soluble matter derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules, and shall include each of the following two types:

- A. Dispersed grease, which means grease which is not floatable grease;
- B. Floatable grease, which means grease which floats on the surface of quiescent sewage water or other liquid or which floats upon dilution of the liquid with water.

(9) Holding tank waste. Any waste from sewage or waste disposal holding tanks such as are associated with vessels, chemical toilets, campers, trailers, motor homes, septic tanks and vacuum pump tank trucks.

(10) Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the Authority's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act..

(11) Manager. The manager of Sewer Authority Mid-Coastside, or his/her designated representative.

(12) Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(13) National Pretreatment Standards. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act,

which applies to Users. This term includes both the general and specific prohibitions found in 40 CFR 403.5 and the National Categorical Standards.

(14) Non-Domestic Source. Any residential or commercial Discharger which discharges or could potentially discharge nondomestic wastewater, and any industrial Discharger.

(15) Non-Domestic Wastewater. Wastewater from a residential, industrial, or commercial Discharger which exceeds domestic wastewater maximum concentration limits as defined in this section, prohibited wastewater as defined by Article II of this Ordinance, wastewater classified in Section 1.2 below, or wastewater from an industrial Discharger.

(16) Pass-through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Authority's NPDES permit, including an increase in the magnitude or duration of a violation..

(17) Person. Any individual, firm, company, partnership, association, private corporation, trust, estate, public corporation or governmental entity, authority or agency, and the officers, agents, or employees thereof.

(18) pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

(19) Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, biological oxygen demand, chemical oxygen demand, toxicity, or odor).

(20) Premises. The location of the process, storage, discharge, or business actions of any person creating wastewater and/or discharging to the POTW as defined below.

(21) Publicly Owned Treatment Works or POTW. A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by Sewer Authority Mid-Coastside. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

(22) Requirement of law or other requirements of law. Any pertinent provision of the Federal Water Pollution Control Act as amended by the Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500, 33 U.S.C. 1151 et seq.), or of any statute, ordinance, rule, regulation, order, directive, or of the Authority's National Pollutant Discharge Elimination System (NPDES) permit, or of any amendments thereto.

(23) Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

(24) Total Suspended Solids or Suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

(25) Unpolluted water. Water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to an Agency or to the Authority for disposal to storm or natural drainages, or directly to surface waters.

(26) User. A source who contributes or causes a contribution of wastewater, including domestic waste, into the sanitary sewer system.

(27) Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(28) Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Section 1.2 Non-domestic wastewater source control program.

The Authority shall have the authority to regulate all discharges to, and other uses of, the POTW in order to ensure compliance with the National Pretreatment Standards and all provisions of this Ordinance. Users shall be classified for wastewater disposal purposes in accordance with the activities conducted upon their premises, as determined by the Authority. The purpose of classification is to facilitate the regulation of Users on the basis of each User's waste quality, quantity and flow, and the recovery of equitable and appropriate fees. Categories of Users addressed are:

(a). Any User meeting the definition of a Significant Industrial User as defined in 40 CFR 403.3(v).

(b). Any User who, in the opinion of the Authority, may have an impact on the Authority's ability to meet the objectives of this Ordinance and who is not appropriately classified in (a), (c) or (d) of this section. The following criteria shall be used to determine if a User meets this classification and the term of the permit:

(i) wastewater flow rate;

(ii) wastewater characteristics, actual and/or potential;

(iii) quantity and type of hazardous wastes generated at the facility;

(iv) potential for spills to the sanitary sewer system from the facility and the impact of such spills if they should occur; and

(v) size and complexity of the facility, to the degree that this affects the effort required to verify compliance with Authority requirements.

(c). Any User performing business activity which has been designated by the Authority as a category of concern. This designation shall be based on the criteria listed above in (b), taking into consideration the cumulative effect of all Users in the category under

consideration. Examples of business activities that may be designated are dental offices, agricultural activities discharging wastewater into a building sewer, or vehicle maintenance and repair facilities.

(d) Dischargers of contaminated groundwater and similar discharges.

(e) Discharger that exceeds domestic wastewater maximum concentration limits.

ARTICLE II. PROHIBITIONS

Section 2.0 General prohibitions.

No User shall discharge wastes or wastewater into the sanitary sewer system if it contains substances or has characteristics which cause, threaten to cause or are capable of causing, either alone or by interaction with other substances:

(a). A fire or explosion hazard;

(b). Obstruction of flow in, or injury to, the sanitary sewer system, or any portion thereof;

(c). Danger to life or safety of persons;

(d). Conditions inhibiting or preventing the effective maintenance or operation of the sanitary sewer system;

(e). Strong or offensive odors, air pollution, or any noxious, toxic or malodorous gas or substance, or gas-producing substances;

(f). Interference with the wastewater treatment process or overloading of the sanitary sewer system,;

(g). Interference with any wastewater reclamation process which does or may operate in conjunction with the sanitary sewer system, or overloading or a breakdown of such process, or excessive reclamation costs, or any product of the treatment process which renders such reclamation process impracticable or not feasible under normal operating conditions;

(h). A detrimental environmental impact, or a nuisance wherever located, or a condition unacceptable to any public agency having regulatory jurisdiction over operation of the sanitary sewer system;

(i). Discoloration, or any other adverse condition in the quality of the effluent from the sanitary sewer system such that receiving water quality requirements established by any statute, rule, regulation, ordinance or permit condition cannot be met by the Agency or Authority;

(j). Conditions at or near the sanitary sewer system, or any portion thereof, which cause, or may cause, the Agency or the Authority to be in violation of the requirements of law;

(k). Pollutants introduced into the sanitary sewer system which cause Pass-Through or Interference with the operation or performance of the POTW.

- (l). Damage to SAM facilities.

Section 2.1 Storm drainage and groundwater.

No User shall discharge, cause to be discharged or permit to be discharged, any storm water, groundwater, rainwater, street drainage, subsurface drainage or yard drainage, either directly or indirectly into the sanitary sewer system, unless a permit therefor is issued by the Authority. Authority may issue such permit only upon receiving authorization of the Agency and a finding by the Manager that no reasonable alternative method of disposal of such water is available.

Section 2.2 Unpolluted water.

No User shall discharge, cause to be discharged or permit to be discharged any unpolluted water, including, but not limited to, cooling water, process water or blow-down water from cooling towers or evaporative coolers, either directly or indirectly into the sanitary sewer system, unless a permit therefor is issued by the Authority and upon authorization of the Agency.

Section 2.3 Garbage grinders.

No User shall discharge, cause to be discharged or permit to be discharged waste from garbage grinders into the sanitary sewer system, provided, however, that:

- (a). Waste generated in preparation of food normally consumed on the premises which cannot be disposed of as solid waste may be so discharged;
- (b). Except as provided in subsection A of this section, discharge from a garbage grinder may only be made pursuant to a permit issued by the Manager;
- (c). No food waste disposal unit shall be connected to or discharged into any grease trap or grease interceptor. Garbage grinders from which wastes are permitted under either subsection A or B of this section, shall be of such design and capacity to shred wastes used therein such that all waste particles shall be carried freely under normal flow conditions into and through the sanitary sewer system.

Section 2.4 Point of discharge.

No User shall discharge, cause to be discharged or permit to be discharged any wastes or wastewater, or any object, material or other substance directly into a manhole or other opening in the sanitary sewer system other than wastes or wastewater through an approved building sewer; provided, however, that wastes or wastewater may be discharged into the sanitary sewer system by means other than through an approved building sewer pursuant to a permit therefor issued by the Authority and upon authorization of the Agency.

Section 2.5 Holding tank waste.

No User shall discharge, cause to be discharged or permit to be discharged any holding tank waste into the sanitary sewer system; provided, however, that:

- (a). Such discharges may be made into facilities designed to receive such wastes and approved by the Authority;
- (b). Such discharges shall be made pursuant to a permit issued by the Authority and authorized by the Agency. Unless otherwise provided by the Authority and authorized

by the Agency, a separate permit shall be required for each separate holding tank waste discharge.

Section 2.6 Radioactive wastes.

No User shall discharge, cause to be discharged or permit to be discharged, any radioactive wastewater into the sanitary sewerage system, except when the User is authorized to use radioactive material by the Nuclear Regulatory Commission or other governmental agency empowered to regulate the use of radioactive materials and when the wastewater is discharged in strict conformity with current Nuclear Regulatory Commission regulations and recommendations for safe disposal and in compliance with all rules and regulations of State and local regulatory agencies and a permit therefor has been issued by the Manager.

Section 2.7 Water softening waste.

Any discharge from any water conditioning device equipment or system serving an industrial discharger or commercial discharger which discharges salts or dissolved salts or solids into the sanitary sewer system is prohibited unless a permit is issued by the Authority and upon authorization of the Agency.

Section 2.8 Wastewater strength.

No User shall cause to be discharged or permit to be discharged into the sanitary sewer system, any wastewater containing any of the following constituents in excess of the maximum allowable concentrations established in this section:

Pollutant	Maximum Concentration
Arsenic	0.10 mg/1
Cadmium	0.11 mg/1
Chromium	2.77 mg/1
Copper	3.88 mg/1
Lead	0.69 mg/1
Mercury	0.01 mg/1
Nickel	3.98 mg/1
Silver	0.43 mg/1
Zinc	2.61 mg/1
Cyanide	1.20 mg/1
Phenolic Compounds (non-chlorinated)	5.0 mg/1
Chlorinated Phenolics	1.20 ug/1
Aldrin and Dieldrin	0.72 ug/1
Chlordane and related compounds	1.08 ug/1
DDT and Derivatives	0.36 ug/1
Endrin	0.72 ug/1
HCH	1.44 ug/1
PCBs	1.08 ug/1
Toxaphene	2.52 ug/1

Section 2.9 Additional limitations.

No User shall discharge, cause to be discharged or allow to be discharged into the sanitary sewer system:

- (a). Any wastewater or any part thereof, any liquid, solid, vapor, gas or thing having or developing a temperature of 150°F (65°C) or more, or which may cause the temperature at the sewage treatment plant to exceed 104°F (40°C);
- (b). Any wastewater or other waste containing more than 200 mg/1 of oil or grease of animal or vegetable origin;
- (c). Any wastewater or other waste containing more than 100 mg/1 of oil or grease of mineral or petroleum origin;
- (d). Any wastewater or other waste containing a pH lower than 6.0 ,or having a corrosive property capable of causing damage or hazard to structures or equipment of the sanitary sewer system or any portion thereof, or greater than 12.5 (any discharge having a pH of 12.5 or more is considered a hazardous waste);
- (e). Any sand, grit, straw, metal, glass, rags, feathers, paper, tar, plastic, wood, leaves, garden clippings, manure, dead animals, offal or any other solid or viscous substance capable of causing obstruction to the flow in the sanitary sewer system, or which in any way interferes with the proper operation of the sanitary sewer system;
- (f). Any wastewater or other waste containing a toxic or poisonous substance, not otherwise specifically prohibited in this Ordinance, in sufficient quantities to constitute a hazard to humans or animals, or to create a hazard in the sanitary sewer system, or to injure or interfere with the operation thereof;
- (g). Any wastewater containing suspended solids, not otherwise specifically prohibited under the provisions of this Ordinance, the characteristics or quantity of which require unusual attention, treatment or expense in handling or treating such material in the sanitary sewer system, or any portion thereof;
- (h). The use of diluting waters to meet the requirements or limitations on wastewater strength of this section or Section 2.8 is prohibited.
- (l) Medical Wastes, except as specifically authorized by the Manager in an individual wastewater discharge permit.

Section 2.10 Specific discharge limitations.

Notwithstanding the limitations upon the characteristics or quantity of wastewater discharged, caused to be discharged or permitted to be discharged into the sanitary sewer system pursuant to this article, the Authority may, in connection with the issuance of permits pursuant to the provisions of Article IV of this Ordinance, establish additional or different specific limitations on wastewater strength upon a finding by the Authority, that:

- (a). The limitations set forth in this article may not be sufficient to protect the operation of the sanitary sewer system, or any portion thereof, or that the waste or wastewater proposed to be discharged otherwise constitutes a hazard to, or an

unreasonable burden upon, such operation or otherwise causes or significantly contributes to violation of the Authority's NPDES permit; or

(b). The limitations set forth in this article may be unreasonably restrictive when applied to a specific industry; imposing a less stringent limitation will not cause or contribute to violation of any state or federal requirement of law; and the less stringent limitation will not result in a pass through, interference or prevention of sludge disposal or use; or

(c). State or federal pretreatment standards are established more stringent than the standards set forth in this article; or

(d). Specific standards have been established by the state or federal government for a specific category of industrial discharger, more stringent than the standards set forth by this article, which would supersede the limitations set forth in this article, with respect to such category.

Section 2.11 Best Management Practices. The Manager may require best management practices (BMPs) as an alternative to numeric limits that are developed to protect the POTW, water quality and sewage sludge.

ARTICLE III. PERMITS, REPORTS AND ADMINISTRATION

Section 3.0 Permits.

Users may be subject to wastewater discharge permit requirements depending on the volume, characteristics, and/or origin of their wastewater discharge. The Manager may require Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this ordinance. When requested by the Manager, a User must submit information on the nature and characteristics of its wastewater within 30 days of the request. The Manager is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Permits required or authorized pursuant to the provisions of this article shall be subject to reasonable fees and conditions determined necessary or appropriate by the Authority and the Agency in order to carry out the provisions of, and ensure compliance with, this Ordinance, or of any other requirements of law. No such permit shall be issued by the Manager until all applicable fees and charges established pursuant to this Ordinance have been paid.

Section 3.1 Application for permit.

(a). All Dischargers required to obtain an individual wastewater discharge permit must submit a permit application. The application shall be in writing in such form as the Manager shall require, shall be submitted to the Manager, and may include the following:

(i). The name and address of the applicant;

(ii). The name and address of the discharging facility including the name of the operator and owners;

- (iii). The name and address of the property owner, if other than the owner of the discharging facility;
- (iv). List of any environmental control permits held by or for the facility;
- (v). A brief description of the nature, average rate of production and standard industrial classification of the operation(s) carried out by the Discharger;
- (vi). Flow measurement showing the average daily and maximum daily flow from each process stream;
- (vii). Wastewater constituents and characteristics, including, but not limited to, those categories thereof described in Article II of this Ordinance, the presence and amount of which shall be determined by a state-approved laboratory competent to test and describe such constituents and characteristics, and approved by the manager;
- (viii). The time, duration and volume of the proposed wastewater discharge;
- (ix). The average and daily peak wastewater flow rates proposed to be discharged, including weekly, monthly and seasonal variations, if any;
- (x). The numbers of employees per shift and shift schedules;
- (xi). Hours of operation;
- (xii). Site plans, floor plans, mechanical and plumbing plans, in detail necessary or appropriate to show and to describe all sewers and appurtenances by size, location and elevation;
- (xiii). A description of the activities, facilities and plant processes conducted, or proposed to be conducted on the premises, including, but not necessarily limited to, all materials manufactured, fabricated or processed, and the types of materials which are or could be discharged into the sanitary sewer system;
- (xiv). Identification of permitted discharge standards applicable to each process and type of product;
- (xv). A statement, reviewed by an authorized representative of the Discharger and certified to be a qualified professional in the field of wastewater pretreatment, indicating whether permitted standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment is required for the Discharger to meet the permitted discharge standards and requirements;
- (xvi). If additional pretreatment and/or O and M will be required to meet the permitted discharge standards, the schedule by which the industrial discharger will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established for the applicable permitted discharge standard;
- (xvii). Such other information deemed necessary by the Manager to determine the effect upon the sanitary sewer system of the proposed discharge or activities

related thereto, or otherwise reasonably necessary to enable the manager to carry out the provisions of this Ordinance or any other requirements of law.

- (d). The Manager will evaluate the data furnished by the Discharger and may require additional information. Within 30 days of receipt of a complete permit application, the Manager will determine whether to issue a wastewater discharge permit. The Manager may deny any application for a wastewater discharge permit. The Agency shall be notified of all permits issued.

Section 3.2 Permit conditions.

- (a). Permits authorized under this article shall be subject to all provisions and requirements set out in this Ordinance, and to all other requirements of law.
- (b). Permits authorized under this article may include any or all of the following:
- (i). The allowable average and maximum wastewater constituents and characteristics thereof permitted to be discharged into the sanitary sewer system (the permitted discharge standards);
 - (ii). Limitations upon time and rate of wastewater discharge, or requirements for flow regulations and equalization thereof;
 - (iii). Requirements for the installation and maintenance of inspection, sampling or testing facilities, including Authority and Agency access to such facilities;
 - (iv). Pretreatment requirements, including device specifications and maintenance schedule;
 - (v). Specifications for monitoring programs which may include, but shall not necessarily be limited to, sampling locations, frequency and method of sampling, number, types and standards for tests, and reporting schedule;
 - (vi). Requirements for submission of technical or wastewater discharge reports;
 - (vii). Requirements for maintaining plant records relating to the wastewater discharge as specified by the manager, and providing for access of the manager thereto; provisions that such records shall be made available for copying and inspection;
 - (vii). Compliance schedules;
 - (ix). Requirements for notifying the Manager of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater stream;
 - (x). Requirements and plans for protection against accidental, unanticipated or non-routine discharges;
 - (xi). Requirements for notification of accidental discharge;
 - (xii). Requirements for notification of change of any information applicable to the permit or permit application;

- (xiii) Installation of technology, as specified by the Manager;
- (xiv) Requirements to implement best management practices.
- (xv). Such other conditions, requirements or provisions deemed appropriate by the manager to ensure compliance with the provisions of this Ordinance or other requirements of law.

Section 3.3 Duration of permits.

A permit authorized under this article shall be effective for the period described therein, but, in any event, for no longer than five years. Such period described in the permit may be for a term less than a year, may be expressed in years or may be stated to expire on a specific date.

A Discharger with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 3.1 of this ordinance, a minimum of 60 days prior to the expiration of the Discharger's existing wastewater discharge permit. Issuance of a new permit will be subject to a permit renewal fee.

A permittee shall notify the manager in the event of any change in the information previously supplied on the permit application form. In the event any such change could alter the permittee's quality or quantity of discharge, the permittee shall notify the manager in writing of such proposed change or changes at least thirty days prior to the making of such change or changes. Failure to do so shall be deemed a violation of the permit and this Ordinance.

Every permit shall be subject to modification, amendment or other change by the Manager during the term of the permit, as determined necessary by the Manager, in order to obtain compliance by the Discharger with the requirements of this Ordinance, or other requirements of law. To the extent practicable, the Manager shall give written notice to a permittee of any proposed modifications, changes or amendments to the Discharger's permit not less than thirty days prior to the effective date of such change, modification or amendment. To the extent reasonably necessary or appropriate, the Manager may specify a time schedule for compliance with any new conditions, provisions or requirements established by modification, change or other amendment to a permit. The Manager may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons: Failure to notify the Manager of significant changes to the wastewater prior to the changed discharge; Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application; Falsifying self-monitoring reports and certification statements; Tampering with monitoring equipment; Refusing to allow the Manager timely access to the facility premises and records; Failure to meet effluent limitations; Failure to pay fines; and Failure to pay sewer charges.

Permittees must retain all records and documentation pertinent to permit monitoring, sampling, etc., for no less than five years.

Section 3.4 Non-assignability of permit.

A permit shall be personal to each permittee, and shall relate only to the use or operation described therein.

No Discharger shall, and it shall be unlawful to, assign, reassign, transfer, sell, lease, sublet or otherwise transfer a permit, or any interest therein, to any person other than the permittee, or to use, cause to be used or permit to be used, such permit in connection with a different premises, a different operation than that specified in such permit or a new expanded, modified operation.

Section 3.5 Refusal to issue permit.

The Manager may refuse to issue a permit if any one or more of the following conditions exist:

- (a). The application is not accompanied by the appropriate fee;
- (b). The application for a permit contains misleading or false information;
- (c). The issuance of the permit would result in the endangerment of public health or safety;
- (d). The issuance of the permit would cause the Authority to violate any permit conditions or regulations of the state and/or federal government;
- (e). The applicant has not provided sufficient safeguards to prevent accidental discharge to the sanitary sewer system.

If the Manager refuses to issue a permit, the Manager shall notify the applicant and Agency and set forth the reasons for such refusal.

Section 3.6 Discharge reports.

Upon a determination by the Manager that such information is necessary or appropriate in order to reasonably carry out the provisions of this Ordinance, the Manager may require that any Discharger discharging, causing to be discharged, permitting to be discharged or proposing to discharge wastewater into the sanitary sewer system shall file a periodic discharge report, the cost of which shall be borne by such Discharger. Such report may include, but shall not necessarily be limited to, information relating to the nature of manufacturing, fabricating or other processes, potable or recycled water volumes, wastewater volumes, rates of flow, mass emission rates, production quantities, hours of operation, number and classification of employees or other information relating to the generation of waste, including wastewater constituents and characteristics, of the pertinent wastewater discharge. The Manager may also require that such reports include the chemical constituents and quantity of liquid or gaseous materials stored on the premises relating to such discharge, even though such materials are not normally discharged into, or become a part of the wastewater in, the sanitary sewer system. Such reports shall be in addition to self-monitoring reports required by regulatory agencies other than the Authority or the Agency. The reports authorized

and required under this section shall be filed with the Manager at periods specified in the issued permit.

Section 3.7 Protection against accidental discharges.

Every Discharger shall provide protective measures against accidental or unauthorized discharges into the sanitary sewer system of those prohibited wastes, wastewater constituents or characteristics, or volumes set forth in Article II of this Ordinance, or as may be otherwise set forth in any permit issued pursuant to this Ordinance. Such measures shall consist of operational or other procedures and/or facilities as determined reasonably necessary or appropriate by the Manager. All costs of such measures shall be borne by the Discharger.

The Manager may specify standard procedures and/or facilities for each classification of Discharger, and, to the extent so specified, the Manager is authorized and directed to require the institution and use of such procedures, and the installation and construction of such facilities for each such classification. Alternatively, the Manager may require any Discharger to propose standard procedures and/or facilities, which proposals shall be submitted to the Manager for review, with such supporting plans, specifications, data, explanations or other matters as may reasonably be required by the Manager in order to ascertain the effectiveness of the procedures and/or facilities proposed. The Manager may require such revisions, amendments, modifications or other changes to such proposals, or approval, or reject the same, as the Manager deems reasonably necessary or appropriate in order that such proposals ensure protection against accidental or unauthorized discharge.

Section 3.8 Public information.

All information and data a Discharger obtained from reports, questionnaires, permit applications, permits, monitoring programs, inspections or from other sources provided or required under the provisions of this Ordinance shall be available to the public or other governmental agencies without restriction unless the Discharger requests in writing that such information be maintained confidential, and establishes to the satisfaction of the manager that the disclosure of the information to other persons would result in unfair competitive disadvantage to the Discharger. In no event shall wastewater constituents, characteristics, or other effluent data, as defined at 40 CFR 2.302 be deemed confidential information.

Notwithstanding the foregoing, information approved by the Manager as confidential shall be available for use by the Agency, Authority, the state, the federal government or any agency of such entities, in connection with enforcement proceedings, or any judicial proceedings to which the Discharger is a party. Subject to the foregoing, information accepted by the manager as confidential shall not be transmitted to the general public, or to any governmental agency, until and unless prior written notification is given to the Discharger.

Section 3.9 Special agreements.

Notwithstanding anything in this Ordinance to the contrary, the Manager may enter into an agreement, and recover costs relating thereto, with any Discharger, relating to treatment, pretreatment or other matters in furtherance of the provisions and purposes of this Ordinance, when unique, unusual or extraordinary circumstances require such special agreement; provided, however, that no such agreement shall authorize an

extension of the final dates for compliance with required federal standards or waive such standards. All special agreements the Authority enters into shall be first authorized by the Agency.

Section 3.10 Fees and deposits.

The Agency and/or Authority, may, by resolution, establish a uniform schedule of fees and a method of establishing an estimated deposit to be imposed upon and collected from applicants or Dischargers to defray the costs of processing and issuing permits hereunder, and the costs of the following services:

- (a). Permit application review (Section 3.1);
- (b). Pretreatment device review (Section 4.2);
- (c). Grease trap/grease interceptor review (Section 4.3);
- (d). Review of proposals for protection against accidental discharges (Section 3.7);
- (g). Special agreements (Section 3.9);
- (h). Such other services as are required to be performed to implement permit;
- (i). Such services as are required to be performed to insure that any terms and conditions in a permit have been complied with, including, but not limited to, monitoring, inspections, sampling and administration;
- (j). Permit renewal fee;
- (k). Inspections for compliance with Article II of this ordinance.

The fees adopted by the Authority Board of Directors from time to time pursuant to this section shall be adjusted by the Authority Manager, subject to the review of the Authority Board of Directors, as of July 1st of each fiscal year, commencing July 1, 2020, by the annual change in the Consumer Price Index, all urban consumers, all items for the San Francisco Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), in the manner described in the sentences that follow.

For each resolution establishing fees pursuant to this section on or after April 30, 2019, the Index published for the last day of April of the fiscal year immediately preceding the fiscal year the fees thus established will become effective shall be referred to as the "Beginning Index."

The Index published for the last day of April immediately preceding the next annual adjustment date, commencing with the fiscal year after the fees became effective, shall be referred to as the "Extension Index." The fee adjustment shall be set by multiplying the then current fees by a fraction, the numerator of which shall be the Extension Index and the denominator of which shall be the Beginning Index. Notwithstanding the foregoing, in no case shall any increase be less than 3% per year, rounded off to the nearest dollar. If the Index is discontinued by the Bureau of Labor Statistics, the index designated by the Bureau of Labor Statistics as replacing the Index shall be used.

Section 3.11 Collection of fees.

Fees imposed by the Authority and/or Agency's resolution shall be collected by Authority and the Agency by any means available to them. In addition, the Agency may collect such fees through the county property tax rolls pursuant to Section 5473 of the Health and Safety Code of the state of California.

Section 3.12 Delinquent fees.

Fees which are not paid when due shall be assessed a penalty for delinquent payment as follows:

- A. A basic penalty of ten percent of the delinquent charges shall be assessed.
- B. A penalty of one and one-half percent per month of the delinquent charges and unpaid basic penalty shall be assessed.
- C. In addition to subsections A and B of this section, the Discharger may be subject to the additional enforcement action as identified in Article V of this Ordinance.

Penalties as described above will not be assessed if fees are collected through the county property tax rolls.

ARTICLE IV. MONITORING, INSPECTIONS AND PRETREATMENT**Section 4.0 Monitoring facilities.**

The Manager may require a Discharger to construct, operate and maintain, at the Discharger's own expense, monitoring, sampling or metering facilities or other equipment to allow inspection, sampling and flow measurement of the Discharger's building sewer or internal drainage systems, or waste or wastewater discharges. Such monitoring, sampling or metering facilities or equipment shall be located on the Discharger's premises; provided, however, that the Manager may allow such equipment or facility to be constructed upon public property adjacent to the Discharger's premises upon a determination by the Manager that the location of such equipment or facilities upon the Discharger's premises would be impracticable or cause unnecessary or undue hardship. In the event that the Manager makes the foregoing determination, the Discharger shall obtain permission for such installation or construction, and for the maintenance and operation of such facilities or equipment, from the governmental agency having jurisdiction over such public property.

Monitoring, sampling or metering facilities or equipment to be provided, installed, maintained and operated pursuant to the provisions of this section shall be so situated and constructed and installed as to permit safe and immediate access by the Manager; provided, however, that the Manager may, at the option of the Discharger, secure such equipment or facilities with a lock furnished by the Authority, at the expense of the Discharger. The Discharger shall provide sufficient space, as determined by the Manager, at or near such equipment or facilities so as to allow ready and accurate monitoring, inspecting and sampling. Such equipment and facilities, and the sampling and measuring equipment to be maintained and operated in connection therewith, shall be so maintained and operated at all times in a safe and proper condition, by and at the expense of the Discharger.

Monitoring, sampling or metering equipment or facilities to be furnished pursuant to the provisions of this section shall be provided in accordance with all reasonable requirements of the Manager relating thereto, and all applicable construction standards and specifications of the Authority. Installation and construction of such facilities or equipment shall be completed and the facilities or equipment fully operational within ninety days following written notification requiring such installation or construction from the Manager.

Section 4.1 Inspection and sampling.

The Manager shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the Manager ready access to all parts of the premises for the purposes of inspection, sampling, monitoring or performing any or all of the duties reasonably necessary or appropriate in carrying out or enforcing the provisions of this Ordinance, or any permit issued pursuant to this Ordinance.

The Manager shall have the right to set up on the Discharger's premises, or require installation of, such devices as are necessary to conduct sampling and/or metering of the Discharger's operations.

In the event a Discharger has established security measures requiring identification and clearance prior to entry onto such Discharger's premises, the Discharger shall furnish and provide such identification or clearance to the Manager so as to permit ready access of the Manager to the premises for the purposes described in this section.

Section 4.2 Pretreatment.

Dischargers shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all applicable Federal standards, local limits and the prohibitions under Article II of this Ordinance. Such pretreatment facilities shall be provided, operated and maintained at the Discharger's expense.

Detailed plans describing such facilities and operating procedures shall be submitted to the Manager for review, and such plans shall be in a form acceptable to the Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the Discharger from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Authority under the provisions of this ordinance.

Any proposed cessation of use, or alteration, modification or other change to approved pretreatment facilities or any portion thereof, or any change in method of operation thereof, shall be reported to the Manager prior to commencement thereof, and shall be subject to the approval of the Manager.

Section 4.3 Grease trap/grease interceptors.

(a). Any type of business or establishment where grease or other objectionable materials may be discharged into a public or private sewer main or disposal system shall have a grease interceptor of a size and design to be approved, first by the Agency, and by the Manager.

- (b). Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning and removal of intercepted grease.
- (c). The grease interceptor shall be situated on the Discharger's premises, but the Authority may, when such location would be impractical or cause undue hardship on the Discharger, allow the facility to be constructed in the public street or sidewalk area, subject to applicable city or county codes related thereto, and located so that it will not be obstructed by landscaping or parked vehicles.
- (d). Buildings remodeled for use requiring grease interceptors shall be subject to these regulations.
- (e). Waste discharge from fixtures and equipment in the above-mentioned types of establishments which may contain grease or other objectionable materials including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, soup kettles and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through the interceptor when approved by the Manager; provided, however, that toilets, urinals, wash basins and other fixtures containing fecal material shall not flow through the interceptor.
- (f). The interceptor shall be maintained in efficient operating condition at all times by periodic removal of the accumulated grease. The use of chemicals to dissolve grease is specifically prohibited. No such accumulated grease shall be introduced into any drainage piping or public or private sewer.
- (g). Abandoned grease interceptors shall be emptied and filled in accordance with applicable city or county requirements for abandoned septic tanks.

Section 4.4 Wastewater volume determination.

- (a). General. For the purposes of this Ordinance, unless otherwise provided pursuant to the provisions of this article, volumes of wastewater produced by Non-domestic Dischargers shall be determined upon the basis of volumes of potable water, including all sources of nonwastewater, used by, or furnished to, a Discharger.
- (b). Metering. Upon application of a Non-domestic Discharger, and upon a finding by the Manager that a significant portion of potable water or nonwastewater, received by the Discharger from any metered source does not flow into the sanitary sewer system because of the principal activity of the Discharger, or by reason of removal of wastewater by other means, the Manager may authorize determination of the volume of wastewater discharge to be made by an appropriate metering device. Upon such determination by the Manager, a metering device, of a type approved by the Manager and the Agency, shall be installed at the Discharger's expense. Such metering device shall measure either the amount of wastewater discharged into the sanitary sewer system or the amount of potable water or nonwastewater diverted from the sanitary sewer system. Upon installation, such meters shall be maintained and tested periodically for accuracy in accordance with requirements established by the Manager, all of which maintenance and testing shall be at the expense of the Discharger.
- (c). Exceptions--Estimated Volume. In lieu of use of a metering device as specified in subsection B of this section and upon a determination by the Manager that it would be unnecessary or impracticable to install, maintain or operate such metering device,

wastewater volume discharged by a Discharger into the sanitary sewer system may be based upon an estimate thereof determined by the Manager. The determination of such estimated wastewater volume shall be based upon such factors as the number of fixtures through which wastewater flows into the sanitary sewer system from the Discharger's premises, seating capacity of buildings or improvements upon the premises, the population equivalent associated with the premises, annual production of goods and services related to the premises, or other factors reasonably relating to water use, wastewater volume calculations and/or diversions of wastewater flow from the sanitary sewer system. Wastewater volume based on potable water use may be adjusted based upon an estimate of the volume of potable water put to irrigation use as determined by the Manager.

ARTICLE V. ENFORCEMENT

Section 5.0 Responsibility.

The Authority, its officers, employees or agents, are authorized to act as enforcement agents of the Agency, for and on behalf of the Agency, with power to inspect and issue notices for violations of the provisions of this Ordinance, and to prosecute violations of any of the provisions of this Ordinance (including, without limitation, levying of fines, disconnection of service, revocation of permits and civil and criminal court actions).

The Authority shall bill the Agency for all costs and expenses incurred by the Authority in the implementation and enforcement of this article, and the Agency shall, within thirty days after the receipt of the bill from the Authority, pay same.

Section 5.1 Unauthorized discharges.

(a). Notification. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, including, but not limited to an accidental spill or a noncustomary batch discharge (sometimes called a "Slug Discharge" or "Slug Load"), that might cause Pass-Through, Interference, or other potential problems for the POTW, or in any other way violate this Ordinance, local limits, or the User's wastewater discharge permit conditions, the Discharger shall immediately telephone and notify the Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

(b) Within five (5) days following such discharge, the Discharger shall, unless waived by the Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Discharger to prevent similar future occurrences. Such report shall not relieve any Discharger of liability for any expense, loss or damage suffered or incurred by the Agency or Authority, directly or indirectly, by reason of such unauthorized discharge. Such report shall not relieve or absolve any Discharger from civil liabilities, or imposition of civil or criminal penalties in any manner whatsoever.

(c). Liability. A Discharger found by the Authority to be in violation as described in subsection (a) of this section shall be liable for the cost of all monitoring, inspection, sampling and other necessary services incurred at public expense as a result of the violation. The Discharger may also be liable for other public expenditures as described in this article.

(d). Notices to Discharger Employees. A notice shall be permanently posted on the Discharger's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

Section 5.2 Cease and desist orders.

Upon a determination by the Manager that a discharge of waste or wastewater has occurred, or is occurring, or is about to occur, in violation of any provision of this Ordinance or of any provision of any permit issued pursuant to this Ordinance, the Manager may issue an order to the Discharger to cease and desist such discharge or practice, or operation likely to cause such discharge, and further order such Discharger to:

(a). Immediately comply with all requirements; and

(c). Take appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the Discharger.

Section 5.3 Time schedules.

Upon a determination by the Manager that a discharge of waste or wastewater has occurred, or is occurring, or is about to occur in violation of the provisions of this Ordinance, or in violation of any provision of a permit issued pursuant to this Ordinance, the Manager may require the Discharger to submit for approval subject to such modifications, and to such terms and conditions as the Manager reasonably deems necessary or appropriate, a detailed time schedule of specific actions which the Discharger shall take in order to eliminate or prevent such violation or violations.

Section 5.4 Emergency corrections.

The Authority is authorized to spend public funds and to enter upon private or public property in order to perform emergency corrections. Emergency corrections are those corrections which the Manager deems necessary in order to correct, eliminate or abate a condition upon such premises which threatens to cause, causes or caused damage to the sanitary sewer system, or which otherwise threatened to cause, causes or caused a violation of any provision of this Ordinance, or of any permit issued pursuant to this Ordinance, or of any other requirement of law, provided that the Manager first determines that such damage causes or will cause, an injury to the public health, safety or welfare. Before proceeding with emergency corrections, Authority will give the responsible Discharger and property owner, if other than the Discharger, an opportunity to do so.

In the event any such repairs, construction or other public work is performed by or caused to be performed by the Authority, on any such premises, the Discharger responsible for the occurrence or condition giving rise to such work, the occupant and the owner of the premises shall be liable, jointly and severally to the Agency and Authority for such public expenditures.

If such Discharger or property owner shall fail to pay the full amount of such public expenditures within thirty days after billing therefor by the Authority, Authority shall then

notify the property owner, and bill the Agency and the Agency shall, within thirty days after receipt of the bill from the Authority, pay same. The Agency may, hereafter, collect same in any manner available to it. Should the property owner fail to pay, the Agency may, by order entered upon its minutes, declare that such amount, and the administrative expenses incurred by the Agency or Authority, or both, incident to such expenditures, shall be transmitted to the county assessor and county tax collector by copy of the order so providing, certified by the Agency. Upon making such order, the unpaid amount shall constitute a lien upon the premises, and the amount thereof shall be added to the next succeeding tax bill against such property, and shall be collected at the same time and in the same manner as general property taxes are collected, and shall be subject to the same penalties and procedure in case of delinquency.

Section 5.5 Damages to sewage facilities.

In the event damages are caused to the sanitary sewer system or any portion thereof, by reason of a waste or wastewater discharge from any premises in violation of the provisions of this Ordinance, or of any permit issued pursuant to this Ordinance, or of any other requirement of law, the Discharger responsible for the occurrence or condition giving rise to such damages, and the property owner shall be liable, jointly and severally, to the Agency and Authority for the full amount thereof.

If such Discharger or property owner shall fail to pay the full amount of such damages within thirty days of billing therefor by the Authority and/or Agency, Authority and/or the Agency may proceed in accordance with, and the Discharger shall be subject to, the provisions set forth in Section 5.4 of this Ordinance.

Section 5.6 Termination of service.

Subject to the provisions of this section, Authority may advise Agency to terminate sanitary sewage services to any premises from which waste or wastewater have been discharged, are being discharged or are threatened to be discharged in violation of any provision of this Ordinance, or of any permit issued pursuant to this Ordinance, or of any other requirement of law. Termination of service shall be in accordance with the termination procedures of the Agency then in effect.

Section 5.7 Revocation of permits.

Authority may revoke any permit issued pursuant to the provisions of this Ordinance for good cause, including, but not limited to the following reasons:

- (a). Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (b). Failure to report significant or substantial changes in the operations conducted upon the premises to which the permit pertains, or significant or substantial changes in wastewater constituents, characteristics, or volumes discharged from such premises;
- (c). Refusing to permit, reasonable access to the premises to which the permit pertains; or
- (d). Violation of any term, condition or provision of the permit or this Ordinance.

Section 5.8 Falsification of information.

It shall be unlawful for any person knowingly to make any false statement, representation, record, report, plan or other document filed with the Manager pursuant to the provisions of this Ordinance, or of any permit issued pursuant to this Ordinance, or who knowingly tampers with or otherwise renders inaccurate any monitoring device or equipment installed and operated pursuant to the provisions of this Ordinance or of any permit issued pursuant to this Ordinance.

Section 5.9 Public nuisance.

Any discharge, or threatened discharge, or any condition which is in any manner in violation of the provisions of this Ordinance, or of any permit issued pursuant to this Ordinance, or of any order or directive of the Authority authorized by this Ordinance, shall be, and the same is declared to be unlawful and a public nuisance. Such nuisance may be abated, removed or enjoined, and damages assessed therefor, in any manner provided by law.

Section 5.10 Misdemeanor.

Any person violating or causing the violation of any provision of this Ordinance, or of any permit issued pursuant to this Ordinance, shall be guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of not more than one thousand dollars, or by imprisonment in the county jail for a term not exceeding thirty days, or by both such fine and imprisonment. Every day such violation continues shall constitute a separate offense.

Section 5.11 Remedies Nonexclusive.

The remedies provided for in this Ordinance are not exclusive, and shall be in addition to any or all other remedies available to the Agency. The Manager is empowered to take more than one enforcement action against any noncompliant User.

Section 5.12 Appeals.

(a). Any Discharger, permittee, applicant, property owner or other person aggrieved by any decision, action, finding, determination, order or directive of the Manager, made and authorized pursuant to the provisions of this Ordinance, or any permit issued pursuant to this Ordinance, or interpreting or implementing the same, may file a written request with the Manager for reconsideration thereof within ten days of such decision, action, finding, determination or order, setting forth in detail the facts supporting such Discharger's or person's request for reconsideration. The Manager shall render a final decision within ten days of the receipt of such request for reconsideration.

(b). Any Discharger, permittee, applicant, property owner or other persons aggrieved by the final decision of the Manager who has sought reconsideration pursuant to paragraph (a) immediately preceding may appeal such decision to the Authority Board of Directors by filing a written notice of appeal with the Authority within ten days of notification by the Manager of the final decision. The written notice of such appeal shall set forth in detail the facts and reasons supporting the appeal. The appeal shall be heard by the Authority Board of Directors within thirty days from the date of filing of the notice of appeal. The appellant, the Manager and such other persons as the Authority Board of Directors may deem appropriate, shall be heard at the hearing on such appeal. Upon conclusion of the hearing, or within thirty days thereafter, the Authority Board of Directors may affirm, reverse, or modify the final decision of the

Manager as the Authority Board of Directors deems just and equitable, and in furtherance of the provisions, purposes and intent of this Ordinance. During the pendency of any such appeal the final decision of the Manager shall remain in full force and effect. The decision by the Authority Board of Directors on the appeal shall be final.

* * * * *

This Ordinance shall be published once in a newspaper published in the territory of the Authority and shall be effective upon expiration of the week of publication.

The foregoing Ordinance was introduced at a regular meeting of the Board of Directors of the Sewer Authority Mid-Coastside held on the 10th day of June, 2019, and passed and adopted at a regular meeting of the Board of Directors held on the 8th day of July, 2019, by the following vote:

AYES
NOES
ABSTAIN

Chair of the Board of Directors
Sewer Authority Mid-Coastside
San Mateo County, California

Uniform Schedule of Fees

The charge payable to the Authority for every inspection, re-inspection for any reason including but not limited to non-compliance, sampling or re-sampling of a business for any reason including but not limited to non-compliance, and for every instance in which the District inspector is present at a business establishment to determine environmental compliance shall be as follows:

<u>Inspection Type</u>	<u>Fee</u>
Food Service Establishment Inspection	\$135
Dental Facility Inspection	\$135
Permitted Industrial User Inspection	\$270
Permitted Industrial User Sampling	\$270 plus lab processing costs
Auto Service Facility Sampling	\$450

SAM ADMINISTERS NDWSC PROGRAM			
NDWSCP Permitting Steps	Steps Required	Pros	Cons
Identification and Registration of NDW Dischargers	<ol style="list-style-type: none">1. Member Agencies identify the NDW Dischargers in their respective service areas and refer any new NDW development permit applications to SAM.2. SAM prioritizes lists and requests registration documents from high priority NDW Dischargers (Manufacturers, Beverage and Food Processors).		
Inspect and identify Sampling Location	<ol style="list-style-type: none">1. SAM coordinates/schedules facilities inspection for Dischargers.2. SAM inspects facilities, verifies water use, identifies effluent sampling location and system modifications for sample collection, if necessary, for 24-hour composite sample.		
Coordinate sampling oversite	<ol style="list-style-type: none">1. After NDW Discharger schedules composite sampler, SAM coordinates time to oversee set up, verifies adequate sample can be collected and verifies sample will be collected during normal production. Discharger to pay for sampling set up and testing.2. SAM visits site during sampling to verify sample is collected appropriately and production is occurring.3. Discharger submits analytical report to SAM within 7 days.		
Determine if NDWSC Permit is required	<ol style="list-style-type: none">1. SAM reviews inspection, operations, water use, analytical results, BMPS, etc.2. SAM assesses if permit is required per 2-94.3. SAM notifies Discharger of determination and requires permit application per Section 3 of 2-94 for all non-domestic dischargers.		
Draft and Issue Permit	<ol style="list-style-type: none">1. SAM receives permit application containing all required pertinent information not included in the registration.2. SAM drafts and transmits permit for Discharger review.3. Discharger submits comments and requested revisions within 7 days.4. SAM addresses Discharger comments, finals permit; Discharger and SAM execute permit and SAM issues permit with a copy to MA. SAM collects Permit fees.		
Compliance Monitoring and Reporting	<ol style="list-style-type: none">1. SAM reviews monitoring reports (at frequency required in permit) and enforces wherever necessary keeping MA informed.2. SAM periodically verifies compliance with on-site visits.3. SAM performs annual inspections.4. If wastewater surcharges are assessed due to flow or constituent strength, SAM coordinates wastewater billing as required.5. SAM enforces permits per 2-94 mechanisms outlined therein.		

MEMBER AGENCIES ADMINISTER NDWSC PROGRAM					
NDWSCP Permitting Steps	Steps Required	Pros	Cons	Responsibility	Review/Coordinate
Identification and Registration of NDW Dischargers	<ol style="list-style-type: none"> 1. Member Agency (MA) verifies all NDW Dischargers in its service area. MA coordinates list with SAM. SAM verifies the types of discharges and dischargers likely to exceed maximum allowable concentrations for constituents of concern so as to render discharge non-domestic. 2. MA conducts preliminary assessment of Dischargers based on type of production, water use/volume and category of business (Manufacturers, Beverage and Food Processors). 3. MA prioritizes list based on assessment in 2 above and coordinates with SAM for concurrence. 4. MA requires submission of registration documents from prioritized Dischargers and shares with SAM. 			MA/SAM MA MA MA	SAM - SAM SAM
Inspect and identify Sampling Location	<ol style="list-style-type: none"> 1. MA coordinates/schedules with Dischargers to inspect facilities. 2. MA coordinate facilities inspection with SAM. 3. MA and SAM staff inspect facilities, verify water use, and identify effluent sampling location and system modifications for sample collection, if necessary, for 24 hour composite sample and/or other samples as required to characterize discharge. 			MA MA MA/SAM	- SAM
Coordinate sampling oversight	<ol style="list-style-type: none"> 1. After Discharger has scheduled composite sampler, MA coordinates to oversee set up, verify adequate sample can be collected and verify sample will be collected during representative production period. Discharger to pay for sample set up and testing. 2. MA coordinate oversight above with SAM. 3. MA (and SAM) visits site during sampling to verify sample is collected appropriately and production/regulated activity is occurring at time of sample. 4. Discharger submits analytical report to MA within 7 days and MA transmits to SAM. 			MA MA MA/SAM MA	SAM SAM
Determine if NDWSC Permit is required	<ol style="list-style-type: none"> 1. MA reviews inspection, operations, water use, analytical results, BMPs, etc. 2. MA assesses if permit is required after consultation with SAM using criteria in 2-94. 3. MA coordinate permit requirement assessment with SAM for concurrence. 4. MA notifies Discharger of determination per criteria in 2-94. 			MA MA/SAM MA MA	- - SAM -
Draft and Issue Permit	<ol style="list-style-type: none"> 1. Discharger applies for permit per steps in Section 3 of 2-94 upon notification that they are a non-domestic discharger. 2. Upon submission of a complete application, MA drafts permit for SAM review. 3. MA incorporates SAM edits, comments, and requirements. 4. MA transmits draft permit to Discharger for review. 5. Discharger submits comments and requested revisions within 7 days. 6. MA reviews Discharger comments/revisions with SAM and mutually agree on revisions. 7. MA finalizes permit requirements in consultation with SAM 8. 9. MA issues permit to Discharger with copy to SAM. MA collect Permit Fees. 			MA MA MA MA MA SAM MA	SAM SAM
Compliance Monitoring and Reporting	<ol style="list-style-type: none"> 1. MA reviews monitoring reports (at a frequency required in permit). Discharger to pay for required sample set up and testing. 			MA MA	- SAM

	<div>2. MA transmits reports to SAM for review and comment.</div> <div>3. MA periodically verifies compliance with on-site inspections.</div> <div>4. MA conducts annual inspections and enforces wherever necessary and keeps SAM informed of it. MA shall make necessary changes in permit if monitoring frequency is required to be changed and shall keep SAM informed of it.</div> <div>5. If wastewater surcharges are assessed due to flow or constituent concentrations, MA coordinates with SAM so dischargers are billed appropriately, and revenue is allocated appropriately.</div> <div>6. SAM retains the right to take over any of the above steps in case the member agency is not acting as agent of SAM in the above steps in compliance with 2-94 or the JPA Agreement.</div>			<div>MA</div> <div>MA</div> <div>MA</div>	<div>SAM</div>
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Proposal for SAM-GSCD-Member Agency NDWSCP

Here is how the collaborative SAM-GCSD-Member Agency NDWSCP program could work under the current concept. Ideally, the plan would be set up and implemented by a consultant selected by the Member Agencies and developed in coordination with SAM. This is just an outline of the concept. It would require a more detailed explanation of how it would happen.

1. The MA's and SAM would create a package for all NDS businesses including the following:
 - a. An application form that would include points (i)-(xiv) included in the ordinance
 - b. A document describing best practices for specific industries (starting with breweries/distilleries, plant nurseries and fertilizer warehouses, and restaurants). Those for restaurants would cover the FOG program.
 - c. A legal document to be signed by the applicant affirming that he or she understood the requirements and agreed to comply. This would include:
 - i. Adopting the best practices for their specific industry
 - ii. Notifying the agency or SAM of potential problem discharges, changes in output, or significant increases in the amount of wastewater discharged.
 - iii. Other requirements to be determined. Some of these requirement could be developed in consultation with the business, since many are willing to cooperate.
 - iv. A provision that further measures could be taken if warranted.
2. The MA's would identify all non-domestic dischargers, each one using its current list based on water use and working with the County to identify additional new or changed businesses that should be on the list.
3. The MA's would review the list and determine which ones would need a permit. This could involve phone calls or meetings to find out if business were still operating or if there were major changes to the activities undertaken by the businesses.
4. The application package would be provided to all businesses. They would return the forms with the standard fee, and the signed agreement to comply with the requirements.
5. The MA's would review any problem businesses that the consultant had identified and follow up as needed.



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Kishen Prathivadi, General Manager
SUBJECT: Attorney's Report

Executive Summary

The purpose of this report is for information purposes only.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: *"A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."*

Background and Discussion/Report

This item is placed on the agenda to allow for any report from the Attorney.

Staff Recommendation

Staff recommends that the Board of Directors receive the report.

Supporting Documents

None

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

SUBJECT: Directors' Reports

Executive Summary

The purpose of this report is for information purposes only.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: *"A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."*

Background and Discussion/Report

This item is placed on the agenda to allow for any reports from the Directors.

Staff Recommendation

Staff recommends that the Board of Directors receive the report.

Supporting Documents

None

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	



SEWER AUTHORITY MID-COASTSIDE
Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, General Manager

SUBJECT: Topics for Future Agenda Board Consideration

Executive Summary

The purpose of this report is for information purposes only.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: *“A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM.”*

Background and Discussion/Report

This item is placed on the agenda to allow for the Board’s continuing review of items for future agendas.

Staff Recommendation

Staff recommends that the Board of Directors receive the report.

Supporting Documents

Attachment A: List of Future Agenda Items

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

SEWER AUTHORITY MID-COASTSIDE
Future Agenda Items

Attachment A

	Items	Requested / Required By	Priority	Scheduled for	Status / Notes
1	Draft Public Records Act Policy	Ruddock		12/13/21	
2	Draft Policy for Minutes	Penrose		12/13/21	
3	Recycled Water	MA		TBD	
4	Strategic Plan Workshop	Board		TBD	
5	Board Reviews Proposed 5-Year CIP 2021 - 2025	FC		12/13/21	
6	Board Adopts 5-Year CIP 2021 - 2025	FC		12/13/21	
7	Closed Session - General Manager's Review	Board		11/9/20	Completed
8	Quarterly Investments Report	GC		5/24/21	Completed
9	Updated Aging Reports	Board		12/13/21	
10	Effects of Drought on Treatment Plant	BOC		12/13/21	
11	Senate Bill 9 (Housing Development) and Senate Bill 10(Planning and Zoning)	Board		12/13/21	
12	Update Records Retention Policy	Slater Carter		1/10/22	
13	Odor Control Issues at Portola PS	Board		11/8/21	

FC = Finance Committee

GC = Government Code

MA = Member Agency

BOC = Board Operations Committee