PORT COSTA SANITARY COMMISSION

Regular Business Meeting AGENDA FOR WEDNESDAY, Aug 10, 2022

TIME: 7:00 PM

PLACE: Port Costa School, 1 Plaza Del Hambre, Port Costa

The Port Costa Sanitary Commission is an agent of the Crockett Community Services District.

- 1. CALL TO ORDER ROLL CALL
- 2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
- PUBLIC COMMENTS ON NON-AGENDA ITEMS:

(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)

- 4. <u>PUBLIC HEARING</u>:
- 5. ADMINISTRATIVE:
 - a. Consider report on actions taken by the District Board.
 - b. Receive Self-Monitoring Report cover letters for April & June, 2022.
- 6. BUDGET AND FINANCE:

Consider monthly Summary Worksheet and staff report on other financial matters.

7. WASTEWATER:

Approve Operators Services Agreement, Valley Operators_2022-2025

- 8. <u>REPORT OF DEPARTMENT MANAGER</u>: (These items are typically for exchange of information only. No action will be taken at this time.)
 - a. Operations, maintenance and capital improvements.
 - b. Governmental matters.
 - c. Announcements and discussion.
- 9. <u>REPORTS FROM COMMISSIONERS</u>: (These items are typically for exchange of information only. No action will be taken at this time.)
- 10. CONSENT CALENDAR: Consideration of a motion to approve the following item:

Approve Minutes of July 13 and May 16, 2022.

11. <u>FUTURE AGENDA ITEM</u>:

Bull Valley Agricultural Center & Port Costa School

12. <u>COMMENTS FROM COMMISSIONERS</u>

13. ADJOURNMENT to September 14, 2022.

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us
Visit our website for more information on meetings and activities of the Crockett Community
Services District and the towns of Crockett and Port Costa on the picturesque Carquinez Strait of the San Francisco Bay.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California, 94525.



May 30, 2022

William Burrell
Water Resource Control Engineer
San Francisco Bay Regional
Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: Self-Monitoring Report Submittal for April 2022 for Crockett Community Services District (CCSD) WWTP Port Costa, CA

The Legally Responsible Official (LRO) for CCSD is James Barnhill, contact phone number (510) 787-2992. The Chief Plant Operator is Nicholas Gaunt with Valley Operators, a licensed California Wastewater Treatment Plant Contract Operator (40029), contact phone number (925) 698–4636.

The CCSD Port Costa WWTP contracts laboratory testing with Eurofins Environmental Laboratories, Inc., which is an ELAP, certified lab. All sampling and testing analysis records are maintained and available for inspection during normal business hours at the contract lab located at 5063 Commercial Circle Suite H, Concord, CA 94520-8577 (925) 689-9022.

The monthly report for April 2022 has been uploaded to the CIWQS website.

During the month of April, no exceedances occurred.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prepared by:

Nicholas Gaunt,

Chief Plant Operator

Legally Responsible Official:

James Barnhill

Port Costa Manager

cc:

Casey Wichert, Valley Operators



July 28, 2022

William Burrell Water Resource Control Engineer San Francisco Bay Regional Water Quality Control Board 1515 Clay Street, Suite 1400 Oakland, CA 94612

SUBJECT: Self-Monitoring Report Submittal for June and second quarter 2022 for Crockett Community Services District (CCSD) WWTP Port Costa, CA

The Legally Responsible Official (LRO) for CCSD is James Barnhill, contact phone number (510) 787-2992. The Chief Plant Operator is Nicholas Gaunt with Valley Operators, a licensed California Wastewater Treatment Plant Contract Operator (40029), contact phone number (925) 698-4636.

The CCSD Port Costa WWTP contracts laboratory testing with Eurofins Environmental Laboratories, Inc., which is an ELAP, certified lab. All sampling and testing analysis records are maintained and available for inspection during normal business hours at the contract lab located at 5063 Commercial Circle Suite H, Concord, CA 94520-8577 (925) 689-9022.

The monthly report for June and second quarter 2022 has been uploaded to the CIWQS website.

During the month of June, no exceedances occurred.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prepared by:

Nicholas Gaunt.

Chief Plant Operator

Legally Responsible Official:

James Barnhill

Port Costa Manager

Casey Wichert, Valley Operators CC:

CROCKETT COMMUNITY SERVICES DISTRICT Crockett Community Services District Auditor's Date: 47242 Fund: 342500 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3425 - PC	SANITARY - O&M			
1 06/21/2022	Valley Operators, LLC	Inv# 2029. Monthly Service Fee for M	4,400.00	1520
REC 06/21/2022	USBank	Various - #4127134555573937	3,156.16	1543
PC 06/21/2022	U.S. BANK	Various 4127134555573937	639.00	1544
Total FUND 3425	- PC SANITARY - O&M		8,195.16	
TOTAL			8,195.16	

CROCKETT COMMUNITY SERVICES DISTRICT Crockett Community Services District Auditor's Date: 1/12/22 Fund: 342500 Account: 0830

Date	Name	Memo	Credit	Num
	SANITARY - O&M			
ect 507/12/2022	STATE COMPENSATION INSU	Workers Comp 219383	1,418.75	1619
CS4~ 07/12/2022	LINCOLN FINANCIAL GROUP	CCSVD-BL-1564438	138.38	1620
07/12/2022	SDRMA	Member #5505. Inv# 38731	1,868.42	1621
CSA- 07/12/2022	L.R. PAULSELL CONSULTING	Inv# PCSD 22-6. High Pres cleaning o	1,300.00	1622
Total FUND 342	5 - PC SANITARY - O&M		4,725.55	
TOTAL			4,725.55	

AUDITOR-CONTROLLER 7022 JUL 12 P 1:07

SERVICES AGREEMENT BETWEEN CROCKETT COMMUNITY SERVICES DISTRICT AND VALLEY OPERATORS, LLC

This Agreement is made and entered into this 24th day of August, 2022, by and between Crockett Community Services District, ("District"), and Valley Operators, LLC ("Contractor") for the purpose of providing wastewater treatment plant operations and maintenance services at the Port Costa Wastewater Treatment Plant.

RECITALS

- A. The District desires to engage a contractor to perform wastewater treatment plant operations and maintenance services.
- B. The District has determined that Contractor possesses such specialized professional skill and ability, and the Port Costa Sanitary Commission of the Crockett Community Services District has approved the selection of Contractor.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. <u>SCOPE OF SERVICES</u>. Contractor shall perform those services specified in detail in Exhibit A, Contractor's Obligations, which is attached hereto and incorporated herein.
- 2. <u>EXTRA WORK</u>. Any work or services in addition to the work or services described in Exhibit A shall be performed by Contractor in accordance with the rate for incidental expenses stipulated in Section 5. Except in responding to plant alarms, Contractor shall not be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by the District prior to the commencement of the work.
- 3. <u>TERM.</u> The term of this Agreement shall commence on October 1, 2022 ("effective date") and extend for three (3) years to a completion date of October 1, 2025, unless this Agreement is sooner terminated as provided herein.
- 4. <u>TERMINATION</u>. This Agreement may be terminated by the District, for cause, upon five-day advance written notice thereof to the Contractor, or cancelled at any time by written mutual consent. Either Party may terminate this Agreement for its convenience upon (6) months written notice to the other Party.
- 5. <u>COMPENSATION</u>. The District's total payments to Contractor under this Agreement shall not exceed \$172,800 for the three year term of this Agreement. The total payment amount for term of contract includes payments of \$4,600 per month plus a total yearly allowance not to exceed \$2,400.00 yearly, for incidental expenses at a rate of \$80 per hour plus materials costs.
- 6. <u>METHOD OF PAYMENT</u>. Subject to the payment limit expressed herein and the provision of services by Contractor, District shall pay Contractor, upon Contractor's submission of a properly documented demand for payment, which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval, which shall not exceed 30 days from the date of submission, of such demand by the head of the Department for which this Agreement is made or his/her designee.

- 7. <u>INDEPENDENT CONTRACTOR</u>. Contractor, in the performance of the work and services under this Agreement, shall act as and be an independent contractor and not an agent or employee of District or any other governmental entity. Except as the District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of the District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind the District to any obligation whatsoever. In addition, Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement.
- 8. <u>ASSIGNABILITY</u>. The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Contractor shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Contractor's obligations hereunder, without the prior written consent of the District, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Agreement. For purposes of this Section, a resident of the District who is not a licensed contractor may be utilized by Contractor as an employee, consultant or otherwise without this constituting an assignment, transfer or subcontract of interest in this Agreement.

9. INDEMNIFICATION.

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, elected and appointed officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, reasonable attorney's fees, costs, expert witness fees, and fees of litigation) (collectively, "Liability") for any damage, injury or death arising out of or in connection with Contractor's performance of Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.
- b. The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to claimant. The Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.
- d. However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the District from its own fraud, willful injury to the person or property of another, or violation of law.
- e. District agrees that the Contractor shall not have any liability for pre-existing plant violations, and shall not have liability for any future plant violation. The Contractor shall be liable for, and shall indemnify and defend the District against, any claim for property damage or bodily injury that occurs

as a result of the Contractor's negligent act, error, or omission, or willful misconduct. It is the responsibility of the Contractor to demonstrate to the reasonable satisfaction of the District that any damages or injuries did not occur as a result of Contractor's operations or negligent acts or omissions attributable to Contractor, subcontractor, or anyone acting under the direction or control of Contractor.

- 10. <u>INSURANCE REQUIREMENTS</u>. During the entire term of this Agreement and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements:
- a. <u>Liability Insurance</u>. Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property including the loss of the use thereof, arising from each occurrence. Such insurance shall be endorsed to include the District and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to District, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies.
- b. <u>Workers' Compensation</u>. Contractor shall provide workers' compensation insurance coverage for its employees.
- c. <u>Certificate of Insurance</u>. The Contractor shall provide the District with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to a policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.
- d. <u>Additional Insurance Provisions</u>. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to District before cancellation or material change of the above specified coverage.
- 11. <u>OWNERSHIP OF MATERIAL</u>. All reports, documents, or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform the services required hereunder shall be and remain the property of District without restriction or limitation upon their use.
- 12. <u>WAIVER</u>. Waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

13. <u>CONTRACTOR'S BOOKS AND RECORDS.</u>

a. District desires that the Contractor will comply with the *record retention requirements* stipulated in the most current National Pollutant Discharge Elimination System Order (discharge permit) issued by the Regional Water Quality Control Board. As of the effective date of this Agreement, Standard Provision IV.A. of the discharge permit requires the following:

"Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by Part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Regional Water Board Executive Officer at any time."

- b. For all services provided by Contractor under this Agreement, with particular focus on sections D.1-2 of Exhibit A, Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents that Section 13 of the Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.
- 14. <u>COMPLIANCE WITH LAW</u>. Contractor shall be subject to and comply with all federal, state, and local laws and regulation applicable with respect to its performance under this Contract, including, but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
- 15. <u>NONDISCRIMINATORY SERVICES</u>. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.
- 16. <u>NOTICES</u>. All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by electronic mail with verification of receipt, by facsimile transmission with verification of receipt, or by U.S. mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To District: James Barnhill, Port Costa Sanitary Dept. Manager

Crockett Community Services District

P.O. Box 578 Crockett, CA 94525

To Contractor: Casey Wichert

Valley Operators, LLC

1923 Crom ST Manteca, CA 95337

Notice shall be deemed communicated on the earlier of actual receipt, electronic mail receipt notification, or five (5) business days after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

- 17. <u>ATTORNEY'S FEES VENUE, INTERPRETATION</u>. In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. Venue shall be in Contra Costa County Superior Court. This agreement shall be construed as drafted by both Parties and the rule that it shall be interpreted against the drafter shall not apply.
- 18. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Subject to the Payment Limit, this Agreement may only be modified by a written administrative amendment duly executed by the parties to this Agreement of their respective designees, subject to any required state or federal approval, provided that such administrative amendment may not materially change this Agreement. Any amendment relating to compensation for Contractor shall be for only a not-to-exceed sum.
- 19. <u>NONRENEWAL</u>. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by the District under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement effective as of the day and year first above written.

"D. 1. 1"

DISTRICT	Contractor		
Crockett Community Services District Board	Valley Operators, LLC		
By:	By: Casey Wichert, Valley Operators, LLC		
	Title: Owner		
Attest: James Barnhill, Port Costa Sanitary Dept. Manager	Employer ID#: 272379588		
Date:	Date:		

EXHIBIT A

CONTRACTOR'S OBLIGATIONS

Professional Requirements

Contractor must possess a valid and current California Wastewater Treatment Plant Operator Certificate in compliance with the most current National Pollutant Discharge Elimination System Order (discharge permit) issued by the Regional Water Quality Control Board (RWQCB).

Required Knowledge

Contractor must have the knowledge to perform a full range of operations and maintenance duties relating to wastewater treatment plant operation.

Contractor must have knowledge of electrical equipment and experience with motor controls.

Contractor must have sufficient knowledge of laboratory procedures to utilize field instruments.

Scope of Services

A. Plant Operations

- 1. Must operate the Port Costa wastewater treatment plant (%plant+) on a continuous basis using best management practices of the industry.
- 2. Must reference, follow and update the Operations and Maintenance (O&M) Manual for all procedures.
- 3. Must reference and follow all protocols stipulated in the most current National Pollutant Discharge Elimination System Order (discharge permit) issued by the Regional Water Quality Control Board (RWQCB).
- 4. Must take and record instrumentation readings as required by the discharge permit.
- 5. Must make and record observations as required by the discharge permit.
- 6. Must handle chemicals, make solutions of chemicals, and make chemical tests as required by the discharge permit.
- 7. Must monitor the use of chemicals and supplies and reorder them in time to ensure that sufficient quantities are on hand at all times.
- 8. Must respond immediately to plant alarms and act appropriately to cure problems that trigger alarms, release sewage, involve property damage or otherwise put the District at risk. Such responses shall be considered xxtra Work+under Section 2 and billed in accordance with the rates set forth in Section 5.

B. Plant Maintenance

- 1. Make frequent inspections of treatment plant equipment, such as pumps, meters, valves and filters, to ensure reliability for continuous operation.
- 2. Make minor repairs and adjustments to plant equipment.
- 3. Routinely test the emergency backup generator and alarm dialer for reliable operation.
- 4. Ensure that chemical feed processes are operating reliably at all times and have adequate supplies of chemicals.
- 5. Routinely flush and clean screens, wells and channels.
- 6. Keep sand filter beds free of weeds through regular weed removal.
- 7. Maintain plant and grounds in clean and sanitary condition. Conduct periodic weeding of grounds. Dispose of any on-site trash and debris.
- 8. Maintain security of the treatment plant from intrusion, vandalism or theft.
- 9. Periodically check the solids level in the septic tank and advise the District office of the findings.

C. Sampling and Testing

- 1. Collect daily, weekly, monthly, quarterly, annual and other periodic samples as necessary to comply with discharge permit requirements.
- 2. Transport samples under correct chain-of-custody protocols to Central Contra Costa Sanitary District or another mutually agreed upon certified laboratory for testing.

D. Reporting

- 1. Prepare each month the Self-Monitoring Report (%SMR+) required by the discharge permit and submit it on schedule to the RWQCB, with a copy to the District office. Each SMR shall be complete and accurate to the best of Contractors ability and shall explain why any required data is missing or is beyond limits set by the discharge permit.
- Maintain logs of all maintenance activities, findings, events, inspections and incidents occurring at the treatment plant. Fill out monitoring and reporting program checklists and maintain a binder of completed checklists at the treatment plant.
- 3. Comply with all protocols normally expected of certified treatment plant operators.
- 4. Immediately report to the Legally Responsible Official+of the District by telephone to 510-787-2992 (after-hours emergency 510-303-2313) any and all reports of sanitary sewer overflow in Port Costa, including any known building sewer backups and overflows.
- 5. Immediately report to the District office all incidents of personal injury on District property, damage to District property, treatment plant upset or malfunction, power outages, or other occurrences of environmental or legal significance.

- 6. Immediately report to the Contra Costa Sheriffs Department and to the District office any and all incidents of burglary, theft, vandalism, assault or other such occurrences involving District property or contract personnel engaged in work for the District.
- 7. Notify the District office in a timely manner of any concerns and recommendations regarding operating equipment, instrumentation, security, personal safety, low fuel supplies or low chemical supplies.
- 8. Make recommendations to the District whenever a need for capital replacements or capital improvements at the treatment plant is recognized, or whenever a need for additional contract services is recognized.
- 9. Report to the District all data and information requested regarding the treatment plant.
- 10. Meet with Department staff monthly and be available to the Port Costa Sanitary Commission upon request. Attendance at meetings of the Commission up to once per guarter shall not constitute %xtra work+.

E. Other Services

1. TBD

F. Services Excluded

- 1. The District will undertake to furnish the Contractor with certain chemical supplies in bulk quantity, including hypochlorite and bisulfate as directed by contractor.
- 2. The District will obtain supplemental contract services to assist the Contractor when necessary. Absent prior written consent of the District, the District shall not be responsible for the costs of contract services obtained directly by the Contractor.
- 3. The District will make payments directly to vendors for laboratory services, chemicals and supplies, hardware, plant equipment, utilities and fuel, contract services, capital replacements and improvements, and regulatory permits.

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525 Telephone (510) 787-2992 Fax (510) 787-2459 e-mail: manager@town.crockett.ca.us

website: www.town.crockett.ca.us

MINUTES OF REGULAR MEETING, JULY 13, 2022

- 1. CALL TO ORDER: The meeting was called to order at 7:05 PM by Vice Chairperson Cusack. Present were Commissioners List, Klaiber, and Scheer, along with Dept. Manager Barnhill and District Engineer Murdock. Commissioner Surges was absent.
- 2. AGENDA ORDER: There were no requests to hear agenda items out of order.
- 3. PUBLIC COMMENTS: None
- 4. PUBLIC HEARING: None
- <u>5.a. DISTRICT BOARD ACTIONS</u>: Mr. Barnhill reported that the District Board approved the Port Costa Commission recommendation for a Sewer Use Charge increase of \$100 for 2022/2023.
- <u>5.b. SELF-MONITORING REPORT</u>: Mr. Barnhill reported no exceedances in May and no SSO's in June.
- <u>6. FINANCIAL REPORT</u>: Mr. Barnhill reported on the Monthly Summary Worksheet. There were no questions.
- <u>7. WASTEWATER</u>: Mr. Barnhill reported that the automatic transfer switch (ATS) that was originally installed on the treatment plant emergency generator is not suitable for outdoor use. He said a new ATS is expected to be installed near the end of the month.
- <u>8.a. STAFF REPORT ON OPERATIONS</u>: Mr. Barnhill reported that the debris layer (scum) in the septic tank will be assessed. It will be removed if the operators deem it necessary.
- 8.b. STAFF REPORT ON GOVERNMENTAL MATTERS: None
- 8.c. STAFF ANNOUNCEMENTS: None
- 9. REPORTS FROM COMMISSIONERS: None
- 10. CONSENT CALENDAR: The consent item was approved unanimously (as/kk): a. Approve Minutes of April 13, 2022.
- 11. FUTURE AGENDA ITEMS: None





- 12. COMMISSIONER COMMENTS: Mrs. Scheer asked if the contract for the treatment plant operators includes the responsibility to weed the shrubbery on the outside of the treatment plant fence line. Mr. Murdock said that the District can take care of the weeds in-house. Mrs. Scheer mentioned that the sewer line that the Port Costa School had, in the past, backed up out of the sewer lateral cleanout at 131 Canyon Lake Drive. Mr. Barnhill said he will add that line to the next months Hydro jet work orders and ask the contractor pay special attention to the line and to capture any materials that are washed out.
- 13. ADJOURNMENT: The meeting was adjourned at 7:40 PM until August 10, 2022.

Respectfully submitted,

James Barnhill August 3, 2022

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525 Telephone (510) 787-2992 Fax (510) 787-2459 e-mail: manager@town.crockett.ca.us

website: www.town.crockett.ca.us

SPECIAL BUSINESS MEETING, MAY 16, 2022

- 1. CALL TO ORDER: The meeting was called to order at 7:05 PM by Chairperson Surges. Present were Commissioners Klaiber, Cusack, List, and Scheer, along with Dept. Manager Barnhill, General Manager Murdock, Administrative Services Manager Gunkelman.
- 2. AGENDA ORDER: There were no requests to hear agenda items out of order.
- 3. PUBLIC COMMENTS: None
- 4. CONSIDER SEWER USE CHARGE (SUC) INCREASE AND RECEIVE STUDY REPORT: Mr. Barnhill reported on the basis for the SUC report findings and described the methodology of the study. He said that water use decreased based on the average of qualifying single family residential water meter data. He said that outliers were discounted based on interquartile range calculation. The decrease in water use amplified the per-unit value for SUC calculations. Mr. Gunkelman reported on the budget and the details which support the need for a SUC increase. Commissioners asked why the increase is needed and are there grant opportunities. Mr. Surges asked why projected costs have gone up. Mr. Barnhill said there is a current increased service and materials cost which is expected to continue increasing going forward. Mr. Murdock and Mr. Gunkelman confirmed that costs of service and materials have increased and are likely to continue to increase. Mr. Barnhill said there is likely a need to perform repairs on the collection system and recommended to CCTV the entire collection system. He added that there is one known location, identified by smoke testing, that requires a manhole to be installed, or a pipe re-alignment and multiple manholes to be installed to CCTV inspect the public sewer lines in that location.

A motion to reject a \$200 Sewer Use Charge increase and approve a \$100 Sewer Use Charge increase for fiscal year 2022/2023 was passed (AS/TC). Commissioners Surges and Klaiber voted against the motion.

- 5. REPORTS FROM COMMISSIONERS: None
- 6. COMMISSIONER COMMENTS: None
- 7. ADJOURNMENT: The meeting was adjourned at 8:37 PM until June 8, 2022.

Respectfully submitted,

James Barnhill June 23, 2022