

AGENDA
BOARD OF DIRECTORS MEETING
DELTA DIABLO
(a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509
(Note: There will be no in-person meeting at the District.)
WEDNESDAY, OCTOBER 14, 2020
4:30 P.M.

In lieu of a public gathering, the Board of Directors meeting will be accessible via ZOOM to all members of the public as permitted by the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act to allow for greater flexibility in conducting public meetings.

The Board of Directors Meeting on October 14, 2020 will not be physically open to the public and all Board Members will be teleconferencing into the meeting. Members of the public can observe the meeting by following the steps listed below to view and listen to the Board Meeting.

Persons who wish to address the Board during the Public Comment period or with respect to an item on the Agenda will be limited to two (2) minutes. The Secretary to the Board will call on members of the public alphabetically by last name (A-L) and (M-Z) at the beginning of the meeting to establish a speaking order. Please indicate whether you wish to speak during the Public Comment period or on a specific Agenda item at that time.

The Board Chair may reduce the amount of time allotted to provide comments at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated.

Presentations will be made available online at <https://www.deltadiablo.org/board-meetings> approximately one hour prior to the start of the Board meeting.

How to view, listen to, and provide a Public Comment during the meeting via ZOOM:
Using your computer, access the Zoom meeting at: <https://us02web.zoom.us/j/89783766593>

How to listen and provide a Public Comment during the meeting via ZOOM:
Using your telephone, access the Zoom meeting by dialing (669) 900 6833

Meeting ID: 897 8376 6593

The District will provide reasonable accommodations for persons with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board 24-hours prior to the scheduled meeting at (925) 756-1927. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection on the District website at www.deltadiablo.org

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. RECOGNITION

- 1) **Introduction** of Joseph Vassar, Electrical/Instrumentation Technician II (Dustin Bloomfield)
- 2) **Receive** Presentation of Utility of the Future Today Award and Gold Peak Performance Award from National Association of Clean Water Agencies (Dean Eckerson)

E. CONSENT CALENDAR

- 1) **Approve** Meeting Minutes from Board of Directors Meeting, September 9, 2020 (Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register, August 2020 (Eka Ekanem)
- 3) **Authorize** General Manager to Execute Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement, With a 50-Year Term Effective Upon Execution, City of Antioch, Related to City's Brackish Water Desalination Project (Amanda Roa)
- 4) **Authorize** General Manager to Execute Amendment No. 4 to Consulting Services Contract in the Amount of \$29,105, For a New Total Contract Amount Not to Exceed \$648,834, Carollo Engineers, Inc., Engineering Services, Primary Clarifier Area Improvements, Project No. 17140 (Sean Williams)
- 5) **Authorize** General Manager to Approve Transfer of \$100,000 from District Office Building Roof Replacement Project to Sodium Bisulfite Tank Replacement Project in the Wastewater Capital Asset Replacement Fund, Sodium Bisulfite Tank Replacement, Project No. 17139 (Ian Bronswick)
- 6) **Approve** Sand Filter Intermittent Backwash System Project and Determine the Project is Categorically Exempt Under California Environmental Quality Act (CEQA) Guidelines Class 1 and Class 2; **Authorize** General Manager to File CEQA Notice of Exemption with Contra Costa County Recorder's Office and State Clearinghouse; **Award** and **Authorize** General Manager to Execute a Construction Services Agreement in an Amount Not to Exceed \$598,335 with Parkson Corporation; and **Authorize** General Manager or His Designee to Approve Contract Change Orders in an Amount Not to Exceed 10% of Contract Amount; Sand Filter Intermittent Backwash System, Project No. 21121 (Ian Bronswick)
- 7) **Ratify** Staff Execution of a Proposal and Service Agreement with Johnson Controls Fire Protection, L.P., to Pay \$4,241 for Required Fire Sprinkler Inspections Completed In September 2020 (Dean Eckerson)

F. DELIBERATION ITEMS

None.

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G. PRESENTATIONS AND REPORTS

1. **Receive** Report on Exceedance of Chlorine Residual Limit in National Pollutant Discharge Elimination System Permit (Dean Eckerson)
2. **Receive** Delta Household Hazardous Waste Collection Facility Fiscal Year 2019/2020 Report (Amanda Roa)

H. MANAGER'S COMMENTS

I. DIRECTORS' COMMENTS

J. CORRESPONDENCE

Receive Monthly Lobbyist Report Dated September 2020, Key Advocates, Inc., Western Recycled Water Coalition, Project No. 90024 (Jayne Strommer)

K. CLOSED SESSION

None.

L. ADJOURNMENT

The next Board of Directors meeting will be November 18, 2020 at 4:30 p.m.

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October 14, 2020

INTRODUCTION OF JOSEPH VASSAR, ELECTRICAL/INSTRUMENTATION
TECHNICIAN II

RECOMMENDATION

Welcome Mr. Joseph Vassar to the District.

Background Information

The District recently completed a recruitment and selection process to fill a vacant Electrical/Instrumentation Technician II position. This comprehensive and competitive selection process included two rounds of on-line interviews that consisted of technical questions in lieu of the standard practical test. Based on the results of the interviews, Mr. Vassar was identified as the most qualified candidate and was selected for the position.

Analysis

Mr. Vassar began his employment with the District on August 24, 2020 as an Electrical/Instrumentation Technician II, which includes electrical and instrumentation troubleshooting, project work, and system repairs. He has completed the Electrical & Instrumentation Technology (ETEC) Program at Los Medanos College and earned an Associate of Science Degree in ETEC. Mr. Vassar initially applied his degree and skills as an Apprentice Electrical and Instrumentation Technician at The Dow Chemical Co. for three years. For the last two years, he has worked as an Instrumentation/Electrical Analyzer and Maintenance Technician for Air Products, where he was assigned to the Tesoro and Shell Refineries. In his spare time, Mr. Vassar enjoys hiking, camping, and playing the guitar.

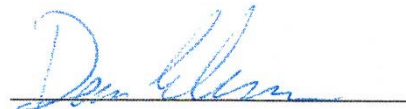
Financial Impact

Funding for this position was included in the approved Fiscal Year 2020/2021 Budget.

Attachments

None

Reviewed by:



Dean Eckerson

Resource Recovery Services Director

cc: Joseph Vassar, Electrical/Instrumentation Technician II
District File No. HR.01-PEF-00018938



October 14, 2020

RECEIVE PRESENTATION OF UTILITY OF THE FUTURE TODAY AWARD AND GOLD PEAK PERFORMANCE AWARD FROM NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES

RECOMMENDATION

Receive the National Association of Clean Water Agencies (NACWA) “Utility of the Future Today” Award and Gold Peak Performance Award.

Background Information

The District recently received recognition for its outstanding industry leadership and progressive commitment to innovation and advancing resource efficiency and recovery at the 2020 Water Environment Federation (WEF) virtual national conference on October 9, 2020. The District received the prestigious “Utility of the Future Today” industry association award for a third consecutive year along with 65 other forward-thinking water utilities from across the country. This utility recognition program was initiated in 2016 by NACWA, WEF, the Water Research Foundation (WRF), and the WaterReuse Association to recognize the achievements of innovative water utilities that are providing resilient, value-added community services with a focus on recovery of resources such as water, energy, and nutrients, community engagement, and environmental stewardship.

In addition, the District was recently awarded the NACWA Gold Peak Performance Award, which recognizes Water Resource Recovery Facilities (WRRFs) for outstanding National Pollutant Discharge Elimination System (NPDES) permit compliance in the 2019 calendar year. The Gold Award recognizes WRRFs that achieve NPDES permit effluent discharge compliance with no permit violations for the entire calendar year.

Analysis

The District’s Utility of the Future vision is based on embracing innovation, progressive leadership, and a continuous improvement-based organizational culture to benefit the environment, maintain reasonable rates, and serve as responsible stewards of the public’s resources and trust. In its award application, the District highlighted its long-standing history of energy management with a focus on conservation and energy-efficient system designs, products, and services. In April 2015, the Board authorized participation in the Department of Energy (DOE) Better Plants Program and committed to a 25% reduction in energy intensity in ten years. The District is making significant progress toward this goal and continues to regularly meet with DOE staff to support energy management improvements. In September 2015, the District transitioned from an ad hoc, informal energy management system to a more structured, holistic system by joining the DOE Advanced Manufacturing Office’s Superior Energy Performance (SEP) Water and Wastewater Pilot Project (SEP Pilot). The District was one of seven pilot members nationwide that collaborated to share ISO 50001 and SEP implementation lessons and best practices. As a key performance indicator, the District has been able to reduce energy usage by 3.4% over the last decade despite a significant increase (12%) in loading to the high-energy intensity secondary treatment process during this time period.

NACWA proudly recognized the District for its dedication and commitment to excellence in protecting public health and the environment while meeting regulatory requirements. The District has only experienced two NPDES permit exceedances in 16 years at its Wastewater Treatment Plant. This exemplary regulatory compliance record demonstrates the high degree of staff commitment to operational excellence and industry leadership.

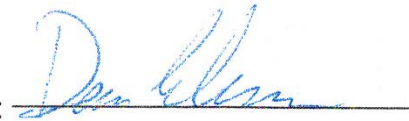
Financial Impact

None

Attachments

1. NACWA Utility of the Future Today Award
2. NACWA Peak Performance Gold Award

Prepared by:



Dean Eckerson
Resource Recovery Services Director

cc: District File



CERTIFICATE OF RECOGNITION



October 2020

The partners of the Utility of the Future Today Recognition Program celebrate the progress and exceptional performance of

Delta Diablo

Antioch, California

Area of Performance:

Energy Efficiency

for innovative and forward-thinking practices that are providing sustainable, efficient, and value-added services to their community.

Adam Krantz
Chief Executive Officer
National Association of Clean
Water Agencies

Walter T. Marlowe, P.E., CAE
Executive Director
Water Environment Federation

Peter Gravett
Chief Executive Officer Water
Research Foundation

Patricia L. Sinicropi, JD
Executive Director
WaterReuse Association



GOLD AWARD



The National Association of Clean Water Agencies
is pleased to present this award to

Delta Diablo, CA

Delta Diablo Wastewater Treatment Plant

in recognition of its complete and consistent permit
compliance during the calendar year **2019**

A handwritten signature in black ink that reads 'Adam Krantz'.

Adam Krantz, NACWA Chief Executive Officer

October 14, 2020

APPROVE MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING,
SEPTEMBER 9, 2020

RECOMMENDATION

Approve Minutes of the Regular Board of Directors Meeting of September 9, 2020.

DRAFT

Minutes of the Regular Board of Directors Meeting

**DELTA DIABLO
September 9, 2020**

The meeting was called to order by Chair Banales at 4:34 p.m. on Wednesday, September 9, 2020, via Zoom. Present were Chair Juan Banales, and Directors Federal Glover and Sean Wright. Also present on the call were: Mary Ann Mason, District Counsel; Vince De Lange, General Manager; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Dean Eckerson, Resource Recovery Services Director; Brian Thomas, Engineering Services Director/District Engineer; and Carol Margetich, Business Services Director.

Chair Banales read the following statement: "To slow the spread of COVID-19, in lieu of a public gathering, the Board of Directors meeting will be accessible via teleconference to all members of the public as permitted by the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act to allow for greater flexibility in conducting public hearings. The presentation for Item F/1 is available on the District's website at www.deltadiablo.org/board-meetings." Chair Banales noted Item F/2 would be removed from the agenda.

PUBLIC COMMENTS

None.

RECOGNITION

Recognize Eric Wise, Acting Maintenance Supervisor, for Response to Sanitary Sewer Overflow and Expedient Repair of Failed Pipeline to Restore Service

Mr. Eckerson recognized Mr. Wise for quickly assessing a complex situation and developing a solution using available materials to temporarily repair the pipeline. He also acknowledged Mr. Wise for successfully representing the District in negotiating immediate access with the railroad company and leading the team to implement the necessary repairs. Mr. Eckerson stated that as a result of Mr. Wise's quick response and perseverance throughout this incident, the District was able to ensure continued operational reliability of a critical element of the wastewater conveyance system.

CONSENT CALENDAR

Director Glover moved approval, seconded by Director Wright; and by a roll call vote (Ayes: *Banales, Glover, and Wright*, Noes: *None*; Abstain: *None*), the following consent items were approved according to staff recommendation: Approve Meeting Minutes from Special Board of

Directors Meeting, July 16, 2020; Receive District Monthly Check Register, June and July 2020; Receive Fiscal Year 2019/2020 Report on Surplus District Property; Receive Fourth Quarter Fiscal Year 2019/2020 District Investment Report; Receive Annual Report on Capital Facilities Capacity Charges Collections Fiscal Year 2019/2020; Accept and Authorize General Manager to File Notice of Completion, Bayview Engineering and Construction Co. Inc., Permanent Brine Transfer Facility, Project No.18109; Authorize General Manager to Execute Amendment No. 5 to Consulting Services Contract in the Amount of \$142,598, Carollo Engineers, Inc., Engineering Services, Headworks Improvements, Project No. 17117; Authorize General Manager to Execute Amendment No. 1 to Consulting Services Contract in the Amount of \$416,945, ICM Group, Inc., Construction Management and Inspection Services, Pump Station Facilities Repair, Project No. 80008; and Authorize General Manager to Execute Amendment No. 1 to General Services Agreement in an Amount Not to Exceed \$125,000, Val Security, Inc., Authorize General Manager to Issue Purchase Order in an Amount Not to Exceed \$125,000, Val Security, Inc., Security Patrol Services at District Facilities.

DELIBERATION ITEMS

Adopt Resolution Declaring that Public Interest and Necessity Demand Immediate Expenditure of Public Money to Safeguard Life, Health, and Property Without Submitting the Expenditure to Bid; Authorize General Manager to Establish a New Fiscal Year 2020/2021 Project in the Wastewater Capital Asset Replacement Fund and to Transfer Monies to this Project from Other Budgeted Wastewater Capital Asset Replacement Fund Projects in the Amount of \$1,500,000 for a Total Project Budget of \$1,500,000; Authorize General Manager to Negotiate and Execute Materials Procurement, Construction, and Other Related Services Contracts in a Total Combined Amount Not to Exceed \$1,500,000; and Take Related Actions Under the California Environmental Quality Act, Bridgehead Pipeline Replacement, District Project No. 21123

Mr. Thomas provided a presentation and overview of the Bridgehead sewer pipeline failure that occurred on August 2, 2020. He acknowledged the immediate actions of District and City of Antioch staff in responding and restoring service. He highlighted the significant access issues, required coordination, the pipeline failure location (due to corrosion), and temporary repairs.

Mr. Thomas discussed the subsequent pipeline inspection work and follow-up repair process, noting that staff has determined that the pipeline is in poor condition and needs to be replaced to avoid imminent failure. In response, he shared the staff recommendation to immediately install a parallel temporary pipeline under emergency conditions, while the permanent line is planned, designed, bid, and constructed. Installation of the temporary bypass pipeline and other near-term activities are estimated to cost \$1.5 million, which will require funds to be transferred from eight active capital projects. Mr. Thomas noted that the temporary pipeline would be in service for approximately one year, while the design and construction work occurs. He stated that installation of a temporary pipeline would be required for permanent line replacement even under planned conditions.

Mr. Thomas closed by stating that recent facility condition assessment work did not identify the Bridgehead sewer line as a vulnerability, noting that District drawings did not clearly describe the stainless-steel expansion joint and the desktop assessment was not predictive of failure. As part of the District's efforts to continue driving organizational improvement, he noted that staff would engage to apply lessons learned from this failure event as part of the Asset Management Program to support identifying potentially similar vulnerabilities before they occur.



Director Glover inquired as to impact of this effort on the funding source (Wastewater Capital Asset Replacement [WW CAR] Fund) and the current level of available funding. Mr. De Lange highlighted the Board-authorized FY20/21 funding level in the recently approved Capital Improvement Program (CIP), and that the WW CAR Fund is utilized for the majority of the District's capital infrastructure investment funding. He noted that the transfer of funds from the other eight capital projects referenced was used to offset the financial impacts, largely due to scope reductions and/or schedule deferrals.

Director Wright inquired regarding how the District is budgeting for unanticipated emergency projects to avoid the need to transfer funds from other priority projects. Mr. Thomas noted that \$1M is allocated for the five-year CIP (\$200,000 each fiscal year). Director Wright commented that perhaps the District could evaluate whether the funding level is sufficient. Mr. De Lange highlighted the staff emphasis on including specific projects in the CIP with estimated costs versus "placeholder" projects, as well as the need to reprioritize CIP projects as unplanned, high priority project are identified.

Director Glover inquired as to how the District would use this event to continue addressing infrastructure issues. Mr. De Lange stated that the District needs to continue evaluating (through condition assessment work) whether its wastewater conveyance system is generally in good condition with three anomalous failures in recent years. He stated that the District's current Resource Recovery Facility Master Plan (RRFMP) will assist in prioritizing capital investment in both linear and treatment plant assets going forward.

Director Glover moved approval, seconded by Director Wright; and by a roll call vote (Ayes: *Banales, Glover, and Wright*, Noes: *None*; Abstain: *None*), the Board Adopted a Resolution Declaring that Public Interest and Necessity Demand Immediate Expenditure of Public Money to Safeguard Life, Health, and Property Without Submitting the Expenditure to Bid; Authorized the General Manager to Establish a New Fiscal Year 2020/2021 Project in the Wastewater Capital Asset Replacement Fund and to Transfer Monies to this Project from Other Budgeted Wastewater Capital Asset Replacement Fund Projects in the Amount of \$1,500,000 for a Total Project Budget of \$1,500,000; and Authorized the General Manager to Negotiate and Execute Materials Procurement, Construction, and Other Related Services Contracts in a Total Combined Amount Not to Exceed \$1,500,000; and Take Related Actions Under the California Environmental Quality Act, Bridgehead Pipeline Replacement, District Project No. 21123.

Authorize Reduction of Capital Facilities Capacity Charges, AMCAL Antioch Fund, L.P., AMCAL Family/Senior Apartments, Antioch; in accordance with District Code Section 2.16.070; Authorize Budget Adjustment Transferring Funds from Wastewater Capital Asset Replacement Fund to Wastewater Expansion Fund; and Authorize Budget Adjustment Transferring Funds from Wastewater Operations and Maintenance Fund to Wastewater Capital Asset Replacement Fund

Chair Banales stated this item has been removed from the agenda.

PRESENTATIONS AND REPORTS

None.

MANAGER'S COMMENTS

Mr. De Lange thanked the Board for their questions regarding the Bridgehead Replacement Project. He also thanked Mr. Wise and staff for their tremendous response to the sanitary sewer

overflow incident.

DIRECTORS' COMMENTS

Directors Glover and Wright thanked staff for the great job in acting quickly to repair the sewer line and restore service following the SSO.

CORRESPONDENCE

Receive Monthly Lobbyist Report dated July and August 2020, Key Advocates, Inc., Western Recycled Water Coalition, Project No. 90024

The Board received and filed the reports.

CLOSED SESSION

None.

ADJOURNMENT

Chair Banales adjourned the meeting at 5:27 p.m. The next regular Board meeting will be on October 14, 2020 at 4:30 p.m.

Sean K. Wright
Board Secretary

(Recording Secretary:
Cecelia Nichols-Fritzler)

ITEM E/2

October 14, 2020

RECEIVE DISTRICT MONTHLY CHECK REGISTER, AUGUST 2020

RECOMMENDATION

Receive District Monthly Check Register for the month ending August 31, 2020.

Background Information

The Check Register for the month of August 2020 is attached. The report reflects payments to the District's suppliers, consultants, service providers, and contractors. A total of \$3,268,969.48 was disbursed in the month of August 2020, which includes 144 checks.

Financial Impact

All payments made during the month are within funding levels included in the adopted Fiscal Year 2020/2021 Budget.

Attachment

Check Register month ending August 31, 2020

Reviewed by: 
Carol Margetich
Business Services Director



**CHECK REGISTER
DELTA DIABLO**

CASH DISBURSEMENTS FOR THE MONTH OF AUGUST 2020

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/6/2020	ALHAMBRA & SIERRA SPRGS WATER		34116			232.99
		52016		232.99	BOTTLED WATER SERVICE	
8/6/2020	ALLIANT INSURANCE SERVICES		34117			7,635.34
		51983		7,635.34	INSURANCE - OTHER	
8/6/2020	CAREERBUILDER GOVERNMENT SOLUTIONS, LLC		34118			225.00
		52015		225.00	AD	
8/6/2020	CM CRANE & TRAINING SERVICES		34119			12,150.00
		51900		12,150.00	MOBILE CRANE WRITTEN PRACTICAL PREP AND TEST	
8/6/2020	CONTRA COSTA HEALTH SERVICES		34120			18,592.00
		51977		1,369.00	PERMIT & REG FEES	
		51978		807.00	PERMIT & REG FEES	
		51979		807.00	PERMIT & REG FEES	
		51980		402.00	PERMIT & REG FEES	
		51981		14,400.00	PERMIT & REG FEES	
		51982		807.00	PERMIT & REG FEES	
8/6/2020	COUNTY RECORDER		34121			50.00
		52010		50.00	PUBLIC NOTICES	
8/6/2020	DELTA FENCE CO		34122			3,360.00
		51956		3,360.00	FENCE REPAIRS	
8/6/2020	EVOQUA WATER TECHNOLOGIES, LLC		34123			323.60
		51901		323.60	ANNUAL SUPPORT AND MAINTENANCE FOR LAB DI WATER SY	
8/6/2020	GOLDEN STATE WATER CO.		34124			2,257.34
		52012		1,518.29	UTILITIES	
		52013		739.05	UTILITIES	
8/6/2020	GRAINGER		34125			1,628.56
		52003		235.18	INVENTORY	
		52004		1,371.53	INVENTORY	
		52005		21.85	INVENTORY	
8/6/2020	HUNT & SONS INC		34126			258.56
		51955		258.56	INVENTORY LUBICANTS-	
8/6/2020	KEY ADVOCATES INC.		34127			7,375.00
		51994		7,375.00	FEDERAL ADVOCACY FOR WRWC PN	
8/6/2020	KOA HILLS CONSULTING LLC.		34128			480.00
		51975		480.00	MUNIS CONTRACT SERVICES	
8/6/2020	KONE. INC.		34129			3,724.08
		51958		3,724.08	POWER BOARD REPAIR	
8/6/2020	ANGELA LOWREY		34130			18.90
		51997		18.90	REIMBURSEMENT	
8/6/2020	MANAGED HEALTH NETWORK		34131			385.20
		51984		385.20	EAP AUGUST	
8/6/2020	MOSS ADAMS LLP		34132			7,140.00
		51976		7,140.00	IT ASSESSMENT, POLICY, & PROCEDURE	
8/6/2020	MSC INDUSTRIAL SUPPLY CO. INC.		34133			413.84
		52002		413.84	INVENTORY	
8/6/2020	DANNY LEE WILLIAMS		34134			522.00
		51903		522.00	DAYTIME JANITORIAL SERVICES	
8/6/2020	PILLSBURY WINTHROP SHAW PITTMAN LLP		34135			890.50
		52014		890.50	LEGAL SERVICES	
8/6/2020	RH TECHNOLOGY		34136			4,466.00
		51985		4,466.00	O/S TEMP	
8/6/2020	STANDARD INSURANCE COMPANY		34137			3,570.88
		51986		3,570.88	LIFE INSURANCE	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/6/2020	SYSTEM 1 STAFFING	52007	34138	2,626.60	O/S TEMP	2,626.60
8/6/2020	UNIFIRST CORPORATION	51964 51965 51966	34139	156.29 167.24 31.66	UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE	355.19
8/6/2020	UNIVAR USA INC	51846 51904 51905	34140	3,314.80 5,349.67 3,315.68	SODIUM HYPOCHLORITE SODIUM BISULFITE SODIUM HYPOCHLORITE	11,980.15
8/6/2020	VISION SERVICE PLAN	51990 51991	34141	1,672.60 17.08	VISION INSURANCE COBRA VISION	1,689.68
8/6/2020	WM LYLES COMPANY	51933	34142	1,405,780.08	CONSTRUCTION SERVICES PN 80008	1,405,780.08
8/6/2020	WOLLBORG MICHELSON PERSONNEL	51993	34143	2,199.60	O/S TEMP	2,199.60
8/13/2020	CITY OF ANTIOCH- WATER	52053 52054 52056 52057 52058 52059 52060	34144	94.60 1,247.94 94.60 94.60 66.74 94.60 6,469.38	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	8,162.46
8/13/2020	BARNETT MEDICAL SERVICES, LLC	52061 52062 52063	34145	39.00 39.00 39.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	117.00
8/13/2020	BAY AREA NEWS GROUP	52064	34146	594.00	PUBLIC NOTICES	594.00
8/13/2020	CALTEST ANALYTICAL LABORATORY	51941 51942	34147	336.60 336.60	PROVIDE LAB ANALYTICAL SERVICES PROVIDE LAB ANALYTICAL SERVICES	673.20
8/13/2020	CHEMTRADE CHEMICALS US LLC	52037 52038	34148	4,300.54 4,207.24	ALUMINUM SULFATE ALUMINUM SULFATE	8,507.78
8/13/2020	CODESP	52020	34149	1,700.00	CODESP ANNUAL SUBSCRIPTION FEE	1,700.00
8/13/2020	COMCAST BUSINESS COMMUNICATIONS, LLC	52033	34150	548.19	PHONE EXPENSE	548.19
8/13/2020	CONTRA COSTA WATER DISTRICT	52065	34151	27.25	UTILITIES	27.25
8/13/2020	CORELOGIC INFORMATION SOLUTIONS, INC	52066	34152	165.00	REALQUEST PROPERTY INFORMATION	165.00
8/13/2020	FASTENAL COMPANY	51995	34153	606.05	INVENTORY	606.05
8/13/2020	FEDERAL EXPRESS	52035	34154	36.27	OE - POSTAGE	36.27
8/13/2020	GRAINGER	52006	34155	30.72	INVENTORY	30.72
8/13/2020	JOHNSON CONTROLS FIRE PROTECTION LP	51943	34156	725.00	RESPONSE TO FIRE PANEL SUPERVISORY TROUBLE	725.00
8/13/2020	KEMIRA WATER SOLUTIONS, INC.	51957	34157	6,556.37	FERROUS CHLORIDE	6,556.37
8/13/2020	KEN GRADY COMPANY		34158			3,685.74

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
		51902		3,685.74	FIT8148 POLY REPLACEMENT FLOW METER	
8/13/2020	LEGAL SHIELD		34159			122.15
		52045		122.15	LEGAL MEMBERSHIPS	
8/13/2020	McCAULEY AGRICULTURAL & PEST SERVICES		34160			4,750.00
		51959		3,500.00	VEGETATION MANAGMENT FOR THE D	
		51960		1,250.00	VEGETATION MANAGMENT FOR THE D	
8/13/2020	MDRR PITTSBURG		34161			2,153.05
		52055		2,153.05	WASTE	
8/13/2020	MSC INDUSTRIAL SUPPLY CO. INC.		34162			1,234.43
		52001		1,234.43	INVENTORY	
8/13/2020	NEOGOV/GOVERNMENTJOBS.COM		34163			4,131.13
		52019		4,131.13	RENEWAL ANNUAL SOFTWARE SUBSCRIPTION NEOGOV	
8/13/2020	DANNY LEE WILLIAMS		34164			522.00
		51949		522.00	DAYTIME JANITORIAL SERVICES	
8/13/2020	POLYDYNE INC		34165			57,323.48
		51744		(22,929.39)	CREDIT MEMO	
		52026		22,929.39	DRY POLY	
		52028		30,572.52	DRY POLY	
		52029		26,750.96	DRY POLY	
8/13/2020	PUBLIC EMPLOYEES UNION		34166			1,489.72
		3163362		1,489.72	UNION DUES P&T	
8/13/2020	PUBLIC EMPLOYEES UNION		34167			3,451.23
		3163262		3,451.23	UNION DUES O&M	
8/13/2020	REGIONAL GOVERNMENT SERVICES		34168			2,340.00
		52021		780.00	LABOR RELATIONS CONSULTING WORK	
		52023		600.00	LABOR RELATIONS CONSULTING WORK	
		52024		225.00	LABOR RELATIONS CONSULTING WORK	
		52025		735.00	LABOR RELATIONS CONSULTING WORK	
8/13/2020	RH TECHNOLOGY		34169			4,466.00
		52034		4,466.00	O/S TEMP	
8/13/2020	CA STATE DISBURSEMENT UNIT		34170			750.00
		CS9648310		750.00	GARNISHMENT	
8/13/2020	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,		34171			8,986.00
		52067		8,986.00	NIGHTLY JANITORIAL SERVICES	
8/13/2020	UNIFIRST CORPORATION		34172			321.26
		51967		132.36	UNIFORM/ LAUNDRY SERVICE	
		51968		157.24	UNIFORM/ LAUNDRY SERVICE	
		51969		31.66	UNIFORM/ LAUNDRY SERVICE	
8/13/2020	UNIVAR USA INC		34173			14,180.89
		51973		5,380.22	SODIUM BISULFITE	
		51987		3,316.05	SODIUM HYPOCHLORITE	
		51988		5,484.62	SODIUM BISULFITE	
8/13/2020	VELODYNE		34174			1,663.85
		51992		1,663.85	INVENTORY	
8/13/2020	WOLLBORG MICHELSON PERSONNEL		34175			2,199.60
		52068		2,199.60	O/S TEMP	
8/20/2020	MICHAEL AUER		34176			130.07
		52139		130.07	REIMBURSEMENT	
8/20/2020	JACQUELINE BAELO		34177			417.00
		52131		417.00	COMPUTER GLASSES	
8/20/2020	MICHAEL BAKALDIN		34178			130.07
		52138		130.07	REIMBURSEMENT	
8/20/2020	BARNETT MEDICAL SERVICES, LLC		34179			702.00
		52047		624.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		52094		39.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		52095		39.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/20/2020	CALTEST ANALYTICAL LABORATORY		34180			1,405.80
		52036		645.30	PROVIDE LABORATORY SERVICES FOR NPDES TESTING	
		52098		760.50	PROVIDE LABORATORY SERVICES FOR NPDES TESTING	
8/20/2020	COLLINSFLAGS.COM		34181			473.70
		52125		473.70	INVENTORY	
8/20/2020	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		34182			280.50
		52146		280.50	POAT EMPLOYMENT COSTS	
8/20/2020	DARRIN G. STANLEY		34183			14,900.00
		52069		13,300.00	PERIMETER SECURITY & TP SITE MAINTENANCE IMPROVE	
		52070		1,600.00	PERIMETER SECURITY & TP SITE MAINTENANCE IMPROVE	
8/20/2020	TIMOTHY J. CLAY		34184			552.40
		52147		552.40	REPLACE MCDONNELL & MILLER NO 2 RESET	
8/20/2020	DISCOVERY BENEFITS, INC.		34185			341.25
		52091		131.25	FSA	
		52092		105.00	FSA	
		52093		105.00	FSA	
8/20/2020	EPIC COMPLIANCE SYSTEMS, INC.		34186			1,350.00
		52148		300.00	MONTHLY UNDERGROUND STORAGE TA	
		52149		1,050.00	MONTHLY UNDERGROUND STORAGE TA	
8/20/2020	FASTENAL COMPANY		34187			817.95
		51996		817.95	INVENTORY	
8/20/2020	GENERAL ELECTRIC COMPANY		34188			18,736.66
		52000		18,736.66	SCADA SUPPORT RENEWAL AS PER QUOTE BMIQ-04132020-3	
8/20/2020	GRAINGER		34189			622.79
		52130		622.79	INVENTORY	
8/20/2020	HIRERIGHT, INC.		34190			37.78
		52009		37.78	AD	
8/20/2020	JAC INDUSTRIAL TECHNOLOGIES, LLC		34191			1,483.89
		52120		1,483.89	INVENTORY	
8/20/2020	MCMASTER CARR SUPPLY CO		34192			753.74
		52128		753.74	INVENTORY	
8/20/2020	MDRR PITTSBURG		34193			1,175.00
		52099		1,175.00	WASTE	
8/20/2020	MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)		34194			154.01
		52152		154.01	WASTE	
8/20/2020	MOTION INDUSTRIES INC.		34195			533.88
		52118		533.88	INVENTORY	
8/20/2020	MSC INDUSTRIAL SUPPLY CO. INC.		34196			330.80
		52123		330.80	INVENTORY	
8/20/2020	NEW IMAGE LANDSCAPE COMPANY		34197			2,563.00
		52100		2,563.00	LANDSCAPE SERVICES	
8/20/2020	NWN CORPORATION		34198			4,047.67
		52121		4,047.67	PHONE EXPENSE	
8/20/2020	PACIFIC GAS & ELECTRIC COMPANY		34199			92,311.39
		52153		345.15	UTILITIES	
		52154		58.09	UTILITIES	
		52155		44,182.93	UTILITIES	
		52156		47,725.22	UTILITIES	
8/20/2020	ABEL PALACIO		34200			1,064.20
		52140		1,064.20	REIMBURSEMENT	
8/20/2020	DANNY LEE WILLIAMS		34201			1,044.00
		51962		174.00	DAYTIME JANITORIAL SERVICES	
		51963		870.00	DAYTIME JANITORIAL SERVICES	
8/20/2020	PHIL'S DIESEL CLINIC INC.		34202			4,381.22
		52159		246.00	VEHICLE BIT INSPECTIONS	

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		52160		210.00	VEHICLE BIT INSPECTIONS	
		52161		210.00	VEHICLE BIT INSPECTIONS	
		52162		3,715.22	VAC/ JET TRUCK REPAIRS	
8/20/2020	PHILADELPHIA MIXING SOLUTIONS, LTD		34203			11,984.21
		52136		11,984.21	RWF CHLORINE FLASHMIXER REBUILD PARTS MX12401	
8/20/2020	PILLSBURY WINTHROP SHAW PITTMAN LLP		34204			7,946.00
		52008		7,946.00	LEGAL SERVICES	
8/20/2020	CITY OF PITTSBURG		34205			24,649.65
		52157		24,649.65	STREET SWEEPING SERVICE	
8/20/2020	POLYDYNE INC		34206			66,568.21
		52031		53,501.91	DRY POLY	
		52052		13,066.30	LIQUID POLYMER	
8/20/2020	QUADIENT, INC		34207			326.26
		52127		38.89	LEASING OF NEOPOST POSTAGE MACHINE	
		52164		287.37	LEASING OF NEOPOST POSTAGE MACHINE	
8/20/2020	RH TECHNOLOGY		34208			4,466.00
		52133		4,466.00	O/S TEMP	
8/20/2020	TAC AMERICAS, INC.		34209			3,196.30
		52166		1,598.13	POC BUILDING HVAC SERVICES	
		52167		1,598.17	POC BUILDING HVAC SERVICES	
8/20/2020	SERVICE MASTER RESTORATION SERVICES		34210			2,170.28
		52112		2,170.28	BIO CLEANING OF HHW	
8/20/2020	SYNAGRO WEST, LLC		34211			58,114.50
		52113		58,114.50	BIOSOLIDS HAULING	
8/20/2020	SYSTEM 1 STAFFING		34212			2,626.60
		52134		2,626.60	O/S TEMP	
8/20/2020	THERMO ELECTRON NORTH AMERICA LLC		34213			4,144.00
		51951		4,144.00	MAINTENANCE AND SUPPORT FOR DIONEX IC	
8/20/2020	STACY TUCKER		34214			71.62
		52135		71.62	REIMBURSEMENT	
8/20/2020	TYLER TECHNOLOGIES, INC.		34215			16,104.00
		52144		1,404.00	MUNIS PERMITS AND CODE ENFORCEMENT MODULE	
		52145		14,700.00	MUNIS PERMITS AND CODE ENFORCEMENT MODULE	
8/20/2020	UNIFIRST CORPORATION		34216			331.26
		51970		132.36	UNIFORM/ LAUNDRY SERVICE	
		51971		167.24	UNIFORM/ LAUNDRY SERVICE	
		51972		31.66	UNIFORM/ LAUNDRY SERVICE	
8/20/2020	UNIVAR USA INC		34217			12,236.65
		51989		3,319.22	SODIUM HYPOCHLORITE	
		52039		5,601.75	SODIUM BISULFITE	
		52040		3,315.68	SODIUM HYPOCHLORITE	
8/20/2020	WEST YOST & ASSOCIATES		34218			26,228.00
		52101		10,737.00	CONSULTING SERVICES - RW STANDARDS	
		52102		15,491.00	CONSULTING SERVICES - RW STANDARDS	
8/20/2020	YOURMEMBERSHIP.COM		34219			249.00
		52126		249.00	AD	
8/27/2020	AT&T		34220			2,631.02
		52193		2,631.02	PHONE EXP	
8/27/2020	BARNETT MEDICAL SERVICES, LLC		34221			39.00
		52096		39.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
8/27/2020	SCOT ALLISON CAMPBELL		34222			2,553.63
		52119		2,553.63	INVENTORY	
8/27/2020	C.W.ROEN CONSTRUCTION COMPANY		34223			953,483.60
		52215		953,483.60	CONSTRUCTION SVCS, HEADWORKS IMPROVEMENTS PN 17117	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/27/2020	CALIFORNIA BANK OF COMMERCE	52216	34224	50,183.35	RETENTION	50,183.35
8/27/2020	CAROLLO ENGINEERS	52189	34225	2,150.00	PRIMARY CLARIFIER AREA IMPROVE	2,150.00
8/27/2020	CDW GOVERNMENT, INC.	52197	34226	38,127.25	SOC AS A SERVICE FOR FY 2020-2021	38,127.25
8/27/2020	CHEMTRADE CHEMICALS US LLC	52200 52201	34227	4,281.18 4,034.72	ALUMINUM SULFATE ALUMINUM SULFATE	8,315.90
8/27/2020	FASTENAL COMPANY	52150	34228	109.42	MAINTENANCE CONSUMABLE ITEMS	109.42
8/27/2020	FLUID COMPONENTS INTL., LLC	52218	34229	4,064.47	RWF INVENTORY	4,064.47
8/27/2020	MICHAEL CRAMBLIT FOSTER	52198	34230	1,606.11	INVENTORY	1,606.11
8/27/2020	GOLDEN STATE WATER CO.	52221 52222	34231	961.29 1,494.62	UTILITIES UTILITIES	2,455.91
8/27/2020	KONE. INC.	52203	34232	110.40	ELEVATOR SERVICE	110.40
8/27/2020	LEE & RO, INC.	52142	34233	11,770.95	SWGR DESIGN SERVICES	11,770.95
8/27/2020	LIEBERT, CASSIDY, WHITMORE	52220	34234	211.50	LEGAL SERVICES	211.50
8/27/2020	LINKO TECHNOLOGY INC	52122	34235	23,956.00	COMP SOFTWARE	23,956.00
8/27/2020	MCCAMPBELL ANALYTICAL, INC.	52223 52224	34236	782.60 315.20	LABORATORY SERVICES FOR PRETREATMENT LABORATORY SERVICES FOR PRETREATMENT	1,097.80
8/27/2020	MECHANICAL COMPONENTS & SERVIC	52225	34237	1,424.62	INVENTORY	1,424.62
8/27/2020	MESSER LLC	52214	34238	639.11	LIQUID OXYGEN	639.11
8/27/2020	MSC INDUSTRIAL SUPPLY CO. INC.	52124	34239	101.59	INVENTORY	101.59
8/27/2020	MUNIQIP, LLC	52210	34240	20,742.58	MANHOLE MONITORING EQUIPMENT/ SERVICE	20,742.58
8/27/2020	NEW IMAGE LANDSCAPE COMPANY	52211	34241	600.00	AERATION PROGRAM 2020	600.00
8/27/2020	OFFICE DEPOT	52143 52158	34242	98.31 291.98	OFFICE SUPPLIES OFFICE SUPPLIES	390.29
8/27/2020	PAN PACIFIC SUPPLY CO.	52176	34243	2,821.06	REBUILD SEALS	2,821.06
8/27/2020	DANNY LEE WILLIAMS	52103	34244	971.50	DAYTIME JANITORIAL SERVICES	971.50
8/27/2020	PITTSBURG WINSUPPLY	52217	34245	151.57	INVENTORY	151.57
8/27/2020	CITY OF PITTSBURG	52226	34246	694.42	UTILITIES	694.42
8/27/2020	REPUBLIC SERVICES #210	52174 52175	34247	1,085.42 4,231.81	WASTE WASTE	5,317.23
8/27/2020	RH TECHNOLOGY	52173	34248	4,466.00	O/S TEMP	4,466.00
8/27/2020	SCHAAF & WHEELER CONSULTING	52195	34249	8,428.35	DESIGN FOR PUMP STATION FACILI	8,428.35

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/27/2020	CA STATE DISBURSEMENT UNIT	CS9648311	34250	750.00	GARNISHMENT	750.00
8/27/2020	NICHOLAS STEINER	52227	34251	305.00	M&D	305.00
8/27/2020	SYSTEM 1 STAFFING	52209	34252	2,626.60	O/S TEMP	2,626.60
8/27/2020	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,	52114	34253	8,986.00	NIGHTLY JANITORIAL SERVICES	8,986.00
8/27/2020	TYLER TECHNOLOGIES, INC.	52192	34254	16,548.00	MUNIS APP SERVICES	16,548.00
8/27/2020	UNIFIRST CORPORATION	52178 52179 52180 52181	34255	135.86 171.84 42.16 132.36	UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE	482.22
8/27/2020	UNIVAR USA INC	52041 52042 52043 52044	34256	3,318.34 5,701.05 3,316.20 3,316.27	SODIUM HYPOCHLORITE SODIUM BISULFITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	15,651.86
8/27/2020	V.W. HOUSEN & ASSOCIATES, INC.	51998 52046	34257	11,522.50 2,831.00	ENGINEERING DESIGN SVS APS & CONVEYANCE PN 20121 ENGINEERING SERVICES - VACTOR TRUCK, TRIANGLE PS	14,353.50
8/27/2020	VAL SECURITY, INC	52172 52188	34258	11,148.75 10,800.00	Security Patrol Services Security Patrol Services	21,948.75
8/27/2020	VERIZON WIRELESS	52191	34259	2,998.70	PHONE EXP	2,998.70

3,268,969.48

October 14, 2020

AUTHORIZE GENERAL MANAGER TO EXECUTE REVERSE OSMOSIS DISCHARGE FACILITIES OPERATION AND MAINTENANCE AGREEMENT, WITH A 50-YEAR TERM EFFECTIVE UPON EXECUTION, CITY OF ANTIOCH, RELATED TO CITY'S BRACKISH WATER DESALINATION PROJECT

RECOMMENDATIONS

1. Determine that it is in the best interests of the District to enter into the attached Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement ("Agreement") with the City of Antioch, for a 50-year term effective upon execution by both parties following approval by their governing bodies (expected in November 2020), to discharge reverse osmosis concentrate produced from the City's Antioch Brackish Water Desalination Project, pursuant to Health and Safety Code section 4742.1.
2. Authorize the General Manager, or his designee to execute the Agreement on behalf of the District.
3. Authorize the General Manager, or his designee to negotiate and approve, subject to subsequent ratification by the Board, an Operations and Maintenance Plan, and any future amendments thereto, in accordance with Section 4.1.1. of the Agreement.
4. Authorize the General Manager to negotiate and approve an Outfall Shutdown Protocol, and any future amendments thereto, in accordance with Section 4.1.3. of the Agreement.

Background Information

The City of Antioch ("City") is planning to construct, operate, and maintain a brackish water desalination facility known as the Antioch Brackish Water Desalination Project ("Project"). The City proposes to replace its existing San Joaquin River intake pump station, construct a desalination facility located at the City's existing water treatment plant property, and construct pipelines for the conveyance of source water and byproduct from the desalination process.

A byproduct of the brackish water desalination process is a concentrated waste stream known as reverse osmosis (RO) concentrate. As part of the Project, the City proposes to construct a new pipeline to convey the RO concentrate from the Project to the District's facilities for discharge through the District's existing treated wastewater effluent outfall. During proposed normal Project operations, it is expected that the RO concentrate would be generated and conveyed to the outfall at a rate of up to 2.0 million gallons per day.

On October 11, 2018, the District entered into a Cooperative Agreement with the City to obtain regulatory approval to discharge RO concentrate through the District's existing outfall. Discharge of RO concentrate through the District's outfall was approved by the San Francisco Bay Regional Water Quality Control Board on December 11, 2019, by incorporation of constituent limits and other terms into the District's National Pollutant Discharge Elimination System Permit No. CA0038547 (Order No. R2-2019-0035) ("NPDES Permit").



On July 16, 2020, the District entered into a Design and Construction Access Agreement to define District and City roles, responsibilities, and requirements related to design approval, site access, safety, insurance, construction coordination, and startup and commissioning to ensure construction of the new discharge facilities does not adversely impact District operations.

The City is the lead agency for the Project under the California Environmental Quality Act (CEQA). On October 23, 2018, the City approved the Project and certified the Project's environmental impact report. A Notice of Determination was filed on October 25, 2018. There have not been any changes to the Project, or the circumstances under which the Project would be implemented, that would trigger the need for subsequent or supplemental environmental review.

The City has advertised the Project for public bidding and will consider awarding a Project construction contract at a future City Council meeting. Although the timeline could change, City staff anticipate that the Project will be operational by Spring 2023. At that time, the District could begin accepting RO concentrate from the Project under the terms of the Agreement.

Analysis

The City and the District have worked collaboratively in developing the Agreement for the ongoing operation of the new discharge facilities located on District property that are necessary to accommodate the RO concentrate discharge. The Agreement defines District and City roles, responsibilities, and requirements related to the operations and maintenance of the discharge facilities. The terms of the Agreement include the following:

- A 50-year term.
- The District and the City must negotiate an outfall shutdown procedure and an operations and maintenance plan before the City can begin discharging RO concentrate.
- The City cannot begin discharging RO concentrate until after the District issues an industrial waste discharge permit to the City.
- The City's discharges must comply with the District's NPDES Permit requirements, and the City cannot discharge more than 2.0 million gallons of RO concentrate per day.
- The City will pay the District for its costs to operate and maintain the discharge facilities on District property, and for its costs to perform certain monitoring and reporting functions. The budget for the District's services will be determined on an annual basis.
- Any disputes will be subject to a dispute resolution process. If a dispute cannot be resolved, the Agreement could be terminated following one year of advance notice.
- The District will indemnify and defend the City from liabilities to the extent that they arise from the District's negligence or willful misconduct.
- The City will indemnify and defend the District from liabilities to the extent that they arise from the City's negligence or willful misconduct, or if they arise from the quality or volume of RO concentrate discharged by the City.
- The City will pay for relocation costs if the discharge facilities need to be relocated in the future to accommodate a necessary District project.

Staff has determined that discharging RO concentrate under the Agreement will not impede other District wastewater collection, conveyance, and treatment operations and recommends that the Board approve this Agreement and take the other recommended actions outlined above.



Financial Impact

The City is responsible for paying all District costs associated with the operation and maintenance of the discharge facilities, as well as any cost impact associated with acceptance of RO concentrate.

Attachment

Reverse Osmosis Discharge Facilities Operations and Maintenance Agreement

Reviewed by:



Brian Thomas

Engineering Services Director/District Engineer

cc: Scott Buenting, City of Antioch
John Samuelson, City of Antioch
District File No. CORP.01-AGR



REVERSE OSMOSIS DISCHARGE FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement (“Agreement”) is entered into as of _____, 2020 (the “Effective Date”) by and between the City of Antioch, a municipal corporation (“City”), and Delta Diablo, a county sanitation district formed and existing under the County Sanitation District Law (“District”). The City and the District are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

A. The District operates a wastewater treatment plant (“WWTP”) located at 2500 Pittsburg-Antioch Highway in Antioch, California (“Property”).

B. The City is constructing a brackish water desalination project (“Project”). A byproduct of the brackish water desalination process is a waste stream known as reverse osmosis concentrate (“RO Concentrate”). As part of the legally required process to obtain the Permit and to allow the District to accept the RO Concentrate and to discharge it from the Outfall, the City and the District submitted to the Regional Board studies and other evidence, including a reasonable potential analysis, that demonstrated the feasibility of compliance with the Permit effluent limits calculated as a results of accepting the discharge of RO Concentrate to the Outfall. In addition, as required by the Permit, the City and the District have prepared and submitted to the Regional Board an RO Concentrate Mixing Zone Study that demonstrates that the discharge of RO Concentrate alone (*i.e.*, with no blending with other waste streams) will receive a minimum initial dilution of at least 10:1. Based on these studies and evidence, the Parties believe that the discharge of RO Concentrate that meets the concentration assumptions of these studies and evidence will allow the District to satisfy the requirements of the Permit with or without blending of the RO Concentrate with other waste streams.

C. As part of the Project, and in accordance with a Reverse Osmosis Discharge Facilities Design and Construction Access Agreement between the City and the District, dated July 22, 2020, (“Access Agreement”), the City will construct a new pipeline to convey RO Concentrate

from the Project to the Property for discharge through the District's existing outfall at the WWTP. The facilities constructed by the City at the Property include a new 12-inch RO Concentrate disposal pipeline, new monitoring and sampling equipment, power supply and communications system connections between the new facilities and the District's existing system. These facilities are collectively referred to in this Agreement as the "Discharge Facilities," which are more particularly described in Section 2 of this Agreement.

D. The Parties have determined that the District is in the best position to most efficiently and effectively operate and maintain the Discharge Facilities. This Agreement establishes the terms and conditions under which the District will operate and maintain the Discharge Facilities and under which the City will compensate the District for such operations and maintenance. The purpose of this Agreement is to set forth the Parties' obligations related to the operation and maintenance of the Discharge Facilities following the acceptance of the Discharge Facilities under Section 5 of the Access Agreement. The District is authorized to enter into this Agreement pursuant to Health and Safety Code section 4742.1. The City is authorized to enter into this Agreement pursuant to its general authority to enter into contracts to carry out its necessary functions and the specific authority in Government Code sections 37103, 40602 and 53060 and in the City of Antioch Municipal Code.

E. Although this Agreement will be effective for a 50-year term, if the City desires to continue operating the Project for its useful life beyond that term, the Parties intend to endeavor to negotiate a new agreement to replace this Agreement upon its expiration. Additionally, although this Agreement provides an aggrieved Party an opportunity to terminate this Agreement for cause following a required informal dispute resolution process, without waiving or limiting that right, the Parties intend to endeavor to work cooperatively to resolve disputes on mutually agreeable terms, to avoid termination of the Agreement for cause during its term.

F. For these reasons, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties desire to enter into this Agreement.

AGREEMENT

1. **RECITALS.** The Parties agree that the Recitals are true and correct and incorporate them into this Agreement.

2. **DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings. Other defined terms are capitalized and in quotations in this Agreement.

2.1 Access Agreement. “Access Agreement” means the Reverse Osmosis Discharge Facilities Design and Construction Access Agreement between the City and the District, dated July 22, 2020.

2.2 Agreement. “Agreement” means this Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement.

2.3 Capital Improvements. “Capital Improvements” means scheduled repairs and replacements to the Discharge Facilities that are intended to extend their useful life before they become inoperable.

2.4 City. “City” means the City of Antioch, a municipal corporation.

2.5 Discharge Facilities. “Discharge Facilities” means the facilities constructed by the City on or in the Property in accordance with the Access Agreement, including a portion of a new 12-inch RO Concentrate disposal pipeline, new monitoring and sampling equipment, power supply and communication system connections between these new facilities and the District’s existing system leading to the Outfall.

2.6 District. “District” means Delta Diablo, a sanitation district formed and existing under the County Sanitation District Law.

2.7 District Costs. “District Costs” means all the District’s direct and indirect costs for performing the District’s operation, maintenance (including Emergency Maintenance and Routine Maintenance), monitoring, and reporting obligations under this Agreement, and for performing any Capital Improvements in accordance with the Operations and Maintenance Plan and this Agreement, all of which costs include but are not limited to District personnel costs (at fully-burdened, then-current hourly rates), consultant costs, actual utility costs, maintenance and repair

costs, and other District costs and expense categories as may be required by the Operations and Maintenance Plan or this Agreement. The District Costs are limited to costs that are incurred because of this Agreement and do not include costs that are otherwise paid for by member agencies, including the City, for general wastewater treatment services.

2.8 Effective Date. “Effective Date” means the effective date of this Agreement first written above.

2.9 Emergency Maintenance. “Emergency Maintenance” means repairs, replacements or other maintenance activities needed to address or prevent failed portions of the Discharge Facilities that unexpectedly become inoperable and require immediate repair, replacement or require other maintenance activities, all as reasonably determined by the District.

2.10 Exceedance Notice. “Exceedance Notice” means the District’s written notice to the City stating that the District has determined that discharge of RO Concentrate to the Outfall is causing or contributing to a threatened or actual exceedance the constituent limits or toxicity requirements of the Permit.

2.11 Fiscal Year. “Fiscal Year” means the period that begins and includes July 1 of any year, and that ends and includes the following June 30.

2.12 General Manager. “General Manager” means the District’s General Manager, or a designee of the General Manager.

2.13 Increase Request. “Increase Request” means the City’s request to the District to increase the City’s maximum daily RO Concentrate discharge limit beyond 2.0 million gallons per day (“MGD”). An Increase Request must include information reasonably required by the District to enable the District to evaluate the request and the consistency of the request with the requirements of the Permit and potential amendments to the Permit.

2.14 Outfall. “Outfall” means the District’s outfall facility at the WWTP that discharges into New York Slough at discharge point 001 as described in the Permit.

2.15 Outfall Shutdown. “Outfall Shutdown” means the complete shutdown of the Outfall such that no discharges of RO Concentrate may occur through the Discharge Facilities to the Outfall.

2.16 Outfall Shutdown Protocol. “Outfall Shutdown Protocol” means the protocol agreed to between the City and the District that is intended to permit the District to reasonably schedule Outfall Shutdowns in a manner that will permit the City to plan operations of the Project to accommodate any such planned Outfall Shutdown by suspending Project operations and the generation of RO Concentrate in advance of the planned Outfall Shutdown.

2.17 Operating Budget. “Operating Budget” means the annual budget to fully compensate the District for the District’s Costs that the District incurs in any Fiscal Year, or portion thereof, during the term of this Agreement.

2.18 Operations and Maintenance Plan. “Operations and Maintenance Plan” means the plan approved by the City and the District for the operations and maintenance of the Discharge Facilities.

2.19 Party or Parties. “Party” means the City or District individually, and “Parties” means the City and the District collectively.

2.20 Permit. “Permit” means the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038547 (Order No. R2-2019-0035) issued to the District for the discharge of pollutants to waters of the United States by the Regional Board, as the Permit currently exists or as it may be amended or reissued.

2.21 Project. “Project” means the City of Antioch Brackish Water Desalination Project.

2.22 Property. “Property” means the land and improvements located at 2500 Pittsburg-Antioch Highway in Antioch, California, on which the District operates the Delta Diablo Wastewater Treatment Plant.

2.23 Prudent Industry Practices. “Prudent Industry Practices” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist, are generally recognized and accepted as

prudent operations, maintenance, repair, replacement and monitoring practices in the municipal wastewater industry in the State of California.

2.24 Recitals. “Recitals” means the recited facts that are set out at the beginning of this Agreement and that serve as the factual basis for this Agreement.

2.25 Regional Board. “Regional Board” means the San Francisco Bay Regional Water Quality Control Board.

2.26 RO Concentrate. “RO Concentrate” means the waste stream that is the byproduct of the brackish water desalination process used in the Project and which will be conveyed by the City to the District for discharge through the Discharge Facilities and outfall. RO Concentrate generally has salinity levels that are four times as great as the source water, and it is anticipated that the RO Concentrate will contain total dissolved solids of 400 mg/L to 30,000 mg/L. As used in this Agreement, RO Concentrate includes filtered water that may from time to time be discharged through the Discharge Facilities as part of Project operations and maintenance.

2.27 Routine Maintenance. “Routine Maintenance” means those tasks necessary to maximize the useful life, integrity and appearance of the Discharge Facilities, including industry standard or manufacturers’ recommended activities such as testing, flushing, calibrating, exercising of valves, repairs and replacement of parts or other preventative actions.

2.28 WWTP. “WWTP” means the Delta Diablo Wastewater Treatment Plant operated by the District on the Property.

2.29 WWTP Shutdown. “WWTP Shutdown” means a full or partial shutdown of the WWTP that does not affect the ability of the Discharge Facilities to discharge RO Concentrate through the Outfall.

3. ACCEPTANCE OF RO CONCENTRATE BY DISTRICT.

3.1 Conditions for Acceptance. Subject to the terms of this Agreement, the District shall accept from the Project up to 2.0 million gallons per day (“MGD”) (daily total) of RO Concentrate, all meeting the requirements of the Permit, for discharge through the Discharge Facilities to the Outfall. The City may not convey any other material or effluent, including wastewater, to the District for discharge through the Discharge Facilities without the District’s prior written approval, which shall be within the District’s sole discretion to provide. Nothing in this Agreement changes, in any way, the any other obligations of the District regarding the conveyance of wastewater from within the City, to the District’s WWTP, through existing wastewater collection facilities. The City shall not discharge RO Concentrate into wastewater conveyed to the District’s WWTP through facilities other than the Discharge Facilities.

3.2 Limits of RO Concentrate. The District shall only be required to accept from the City up to a maximum of 2.0 MGD (daily total) of RO Concentrate from the Project. If the City wishes to increase the RO Concentrate rate of discharge above the 2.0 MGD maximum amount, the City shall submit an Increase Request to the District. The District will consider such a request, and the District shall have sole discretion to approve, modify, or reject the Increase Request. The Parties acknowledge that any increase in the rate of discharge above 2.0 MGD will require an amendment to the Permit or other approval by the Regional Board. If the District approves, with or without modification, the Increase Request, the City shall cooperate with the District to seek any required modification to the Permit. The City shall be solely responsible for paying all reasonable District expenses associated with pursuing any proposed change to the discharge rate, including but not limited to, District staff costs and consultant costs incurred to evaluate the Increase Request, costs charged by the Regional Board to consider an amendment to the Permit to allow the approved or modified Increase Request, and District staff costs and attorney’s fees required to pursue the approved or modified Increase Request with the Regional Board. The City shall reimburse the District for any such reasonable expenses that the District incurs under this Section 3.2 following an Increase Request within 30 days following receipt of a District invoice identifying those expenses.

3.3 Quality of RO Concentrate.

3.3.1 *City Responsible.* To protect the District's ability to comply with the Permit, the City shall be solely responsible for ensuring that the quantity and quality of the RO Concentrate meets the requirements of the Permit and this Agreement.

3.3.2 *Monitoring, Permitting, and Compliance.* To ensure that the quantity and quality of the RO Concentrate meets the requirements of the Permit and this Agreement, the quantity and quality of the RO Concentrate shall be monitored at the point of discharge to the Outfall. Unless the Permit is subsequently amended following an Increase Request under Section 3.2, the quantity of RO Concentrate discharged to the Outfall shall not exceed 2.0 MGD (daily total). The City shall not commence the discharge of RO Concentrate from the Project to the Outfall until the General Manager has issued the City an Industrial Wastewater Discharge Permit that specifies the discharge limitations for the RO Concentrate. The City shall comply with the Industrial Wastewater Discharge Permit and the applicable requirements of Chapter 2.28 of the District Code. If there is any conflict between any term of this Agreement and either the Industrial Wastewater Discharge Permit or any applicable requirement of Chapter 2.28 of the District Code, the more restrictive requirement shall apply. Nothing in this Agreement waives the applicable requirements of Chapter 2.28 of the District Code. The point of compliance for discharge limitations specified in the Industrial Wastewater Discharge Permit shall be at the RO Concentrate sampling location prior to discharge to the Outfall, at the approximate location shown on Exhibit 1, attached hereto. The Industrial Wastewater Discharge Permit's discharge limitations will be consistent with the discharge levels that were assumed in the studies and other evidence that was submitted to the Regional Board to obtain the Permit. The District is not obligated to accept RO Concentrate that does not meet the quantity or quality requirements of this Agreement, the Permit, or the Industrial Wastewater Discharge Permit.

3.3.3 *Notification.* The City shall not commence the discharge of RO Concentrate from the Project to the Outfall until the District provides written notice to the City that the requirements of Section VI.C.5.c.i-v of the Permit have been satisfied, and that the discharge of RO Concentrate may commence. The Parties will jointly cooperate to satisfy the requirement of

Section VI.C.5.c.i-v of the Permit in a timely manner that will allow for discharges of RO Concentrate from the Project to the Outfall in compliance with the Permit.

3.3.4 *Exceedance Notice.* The Parties anticipate that RO Concentrate that meets the requirements of this Agreement and the Permit can be discharged at the Outfall without causing or contributing to an actual or threatened exceedance of the constituent limits and toxicity requirements in the Permit. However, if the District determines that the discharge of RO Concentrate is causing or contributing to an actual or threatened violation of the Permit's requirements, the District shall provide an Exceedance Notice to the City. If an Exceedance Notice identifies an actual violation of the Permit's requirements, the City shall immediately take all corrective action specified in the notice, which may include, at the District's sole discretion, reducing, modifying, or suspending discharges of RO Concentrate through the Discharge Facilities. If the City fails to take such corrective action within the time specified in an Exceedance Notice, the District may take any action it determines to be necessary to reduce, modify, or suspend discharges through the Discharge Facilities, including but not limited to physically blocking discharges of RO Concentrate through the Discharge Facilities. Within five (5) days following the date the District gives the City an Exceedance Notice, the Parties' authorized representatives will meet and confer to determine the basis for the Exceedance Notice, and to identify a process to determine whether the RO Concentrate is causing or contributing to an actual or threatened violation of the Permit's requirements. As part of this process, the Parties shall discuss operational changes or other efforts within their control that might be implemented to determine whether the discharge of the RO Concentrate is causing or contributing to the actual or threatened exceedances of the requirements of the Permit; and the Parties shall identify actions to correct such actual or threatened exceedances caused or contributed to by the RO Concentrate. In the event that the Parties cannot agree on a method to determine whether the discharge of RO Concentrate is causing or contributing to an actual or threatened exceedance of the requirements of the Permit, or agree to operational changes to address that potential, the Parties shall pursue the dispute resolution process in Paragraph 8 of this Agreement. Notwithstanding anything to the contrary in Paragraph 8, where an Exceedance Notice is in response to an actual violation of the Permit's requirements, the corrective action specified in the notice, whether implemented by the City or by the District, shall remain in place throughout the dispute resolution process in Paragraph 8 and until the District determines that the corrective action is no longer required.

4. OPERATIONS AND MAINTENANCE.

4.1 Operations. In exchange for the City's payment of District Costs under this Agreement, the District shall operate and maintain the Discharge Facilities in accordance with the Operations and Maintenance Plan and this Agreement, shall conduct all required monitoring in accordance with the Permit, and shall provide any reports as required by the Permit or this Agreement.

4.1.1 *Development of Operations and Maintenance Plan*. Before the City discharges RO Concentrate to the Outfall, the Parties shall negotiate and approve in writing a mutually acceptable Operations and Maintenance Plan for the Discharge Facilities. The Operations and Maintenance Plan must not conflict with the requirements of the Permit or the requirements of this Agreement. Upon approval by the Parties, the Operation and Maintenance Plan, and any amendments thereto, shall be deemed to be incorporated into and made a part of this Agreement. The Operations and Maintenance Plan will generally describe the District's operational obligations for the Discharge Facilities, and it may be the same as the O&M Manual and Contingency Plan required by the Permit. Among other provisions, the Operations and Maintenance Plan must include requirements for monitoring and reporting as needed to satisfy Permit requirements related to discharge of RO Concentrate. The Parties may from time to time amend the Operations and Maintenance Plan through a writing signed by both Parties. The provisions of the Operations and Maintenance Plan must be consistent with Prudent Industry Practices, and with District WWTP operations.

4.1.2 *Operations Pursuant to Operations and Maintenance Plan*. Upon acceptance of the discharge of RO Concentrate under this Agreement, the District shall operate the Discharge Facilities in accordance with the Operations and Maintenance Plan and this Agreement.

4.1.3 *Outfall Shutdowns and Outfall Shutdown Protocol*. From time to time, the District may need to suspend all discharges through the Outfall. The Parties acknowledge that, historically, planned Outfall Shutdowns have been rare, but that a planned Outfall Shutdown would have a significant impact on the Project because the City has no holding capacity for the RO Concentrate and would require suspension of Project operations. The Parties acknowledge that the City requires a reasonable amount of time to plan for any planned Outfall Shutdown.

Therefore, before the City discharges RO Concentrate to the Outfall, the Parties shall negotiate and approve in writing a mutually acceptable Outfall Shutdown Protocol. The Outfall Shutdown Protocol must not conflict with the requirements of the Permit or the requirements of this Agreement. The Parties may, from time to time, amend the Outfall Shutdown Protocol through a writing signed by both Parties. Upon approval by the Parties, the Outfall Shutdown Protocol, and any amendments thereto, shall be deemed to be incorporated into and made a part of this Agreement. At a minimum, the Outfall Shutdown Protocol must include all of the following:

4.1.3.1 *Discharges Prohibited During Shutdown.* For the duration of any Outfall Shutdown, the City shall not discharge RO Concentrate through the Discharge Facilities.

4.1.3.2 *Notice Prior to Shutdown.* The District shall use reasonable efforts to give the City at least six (6) months advance notice of any planned Outfall Shutdown. The City acknowledges that 6 months advance notice may not always be feasible, and the District acknowledges that providing the City with as much advance notice of an Outfall Shutdown as is feasible is important to the City's ability to effectively operate the Project.

4.1.3.3 *Avoiding Operational Season Shutdowns.* The Parties wish to avoid an Outfall Shutdown, if feasible, during operation of the Project or at least during the mid-point of the City's operation of the Project. To the extent the District deems feasible, the District shall use reasonable efforts to avoid an Outfall Shutdown during the Project operational season (generally during the summer and fall when salinity in the source water is highest and the City's need for the Project operations is greatest). If an Outfall Shutdown during the Project operational season cannot be avoided, the District shall use reasonable efforts to coordinate with the City to schedule the Outfall Shutdown in the beginning or the end of the Project operational season.

4.1.3.4 *Emergencies.* The Parties acknowledge that the District, at its discretion, may determine that, due to an emergency, an unplanned Outfall Shutdown will need to occur. The Outfall Shutdown Protocol will include procedures that are designed to provide the City with as much advance notice as the District deems feasible during such an emergency so that the City may suspend Project operations and address any required discharge of existing RO

Concentrate. The General Manager may provide advance notice of emergency by telephone, with written notice to follow.

4.1.4 *WWTP Shutdowns.* The District may suspend operations of the WWTP from time to time for routine maintenance or similar activities. Because the District does not treat the RO Concentrate, and because such suspended operations will not impair the discharge of RO Concentrate through the Outfall, any such WWTP Shutdowns shall not affect the Parties' obligations under this Agreement.

4.2 Monitoring. The District shall conduct all monitoring as required by the Permit, and additional monitoring agreed to by the Parties, to assess quality of RO Concentrate, and the quality of effluent, discharged at the Outfall. The District's monitoring obligations may be further defined in the Operations and Maintenance Plan.

4.3 Reporting. The District shall prepare and submit any reports required by the Permit or by this Agreement. The District's reporting obligations may be further defined in the Operations and Maintenance Plan.

4.4 Maintenance. In exchange for the compensation provided to the District under this Agreement, the District shall be responsible for all maintenance of the Discharge Facilities, including Routine Maintenance, Emergency Maintenance and Capital Improvements, except as otherwise provided in this Agreement. The District's maintenance obligations will generally be set forth in the Operations and Maintenance Plan, and the anticipated annual maintenance will be set forth in the Operating Budget. The District's maintenance obligations shall include:

4.4.1 *Routine Maintenance.* The District shall be responsible for all Routine Maintenance, except as otherwise provided in this Agreement. Routine Maintenance costs and expenses will be set forth in the Operating Budget on an annual basis.

4.4.2 *Emergency Maintenance.* The District shall be responsible for all Emergency Maintenance. The Operating Budget will include an estimate of the costs and expenses for Emergency Maintenance, but the City will compensate the District for its actual costs for such Emergency Maintenance.

4.4.3 *Capital Improvements.* The District shall be responsible for installing all Capital Improvements. The Operating Budget shall include an estimate of the costs and expenses for Capital Improvements, if any, planned for the year.

4.4.4 *Pipeline Cleaning (i.e., Pigging).* The City shall be responsible for the cleaning of the pipeline component of the Discharge Facilities to the point of connection to the outfall at the WWTP. The District grants the City the right of ingress and egress to the Property as necessary to perform this pipeline cleaning, and also grants the City the right to maintain the equipment necessary for this pipeline cleaning on the Property for the Term at an agreed upon location. Such access shall be coordinated with the District so as not to interfere with WWTP operations.

5. **COMPENSATION FOR DISTRICT SERVICES.**

5.1 General Obligation of the City to pay the District's Operating Costs. As a condition of the District's obligation to accept RO Concentrate in any fiscal year, the City and the District shall agree to an Operating Budget for the fiscal year, or begin the dispute resolution process, as more particularly described in this paragraph 5.

5.2 Annual Operating Budget. Prior to the City first discharging RO Concentrate from the Project, and annually thereafter, the District and the City shall jointly establish the Operating Budget in accordance with this Paragraph 5 to fully compensate the District for the District Costs incurred in the fiscal year, or portion thereof, covered by the Operating Budget. .

5.3 Development of Operating Budget.

5.3.1 *Initial and Subsequent Operating Budgets.* Before the City first discharges any RO Concentrate through the Discharge Facilities under this Agreement, the City and the District must mutually agree on the Operating Budget for the first Fiscal Year, or portion thereof, that the City will discharge RO Concentrate under this Agreement. For each subsequent Fiscal Year, at least 90 days prior to the start of the Fiscal Year, the District will submit to the City a draft Operating Budget for the upcoming Fiscal Year.

5.3.2 *Draft Operating Budget.* Within two (2) weeks of the City's actual receipt of the draft Operating Budget, the City shall respond in writing either (a) that it accepts the draft Operating Budget, or (b) with comments on the draft Operating Budget. If the City does not provide either response within two (2) weeks of its receipt of the draft Operating Budget, this shall be deemed to be the City's acceptance of the draft Operating Budget. The District will reasonably consider timely comments by the City on the draft Operating Budget, and, within two weeks after receiving timely comments from the City, the District will provide the City an updated Operating Budget.

5.3.3 *Approval or Dispute of Operating Budget.* At least 30 days before the start of a Fiscal Year, each Party shall either (a) approve the Operating Budget for the Fiscal Year, which approval shall not unreasonably be withheld, or (b) provide the other Party written notice that the Party is initiating the dispute resolution process in paragraph 8 of this Agreement.

5.4 Timing of Payments.

5.4.1 *Timing of Payments.* Except as provided in paragraph 5.4.2, on the first day of each quarter of each Fiscal Year, or portion thereof, (*i.e.*, on each July 1, October 1, January 1, and April 1) the City shall pay the District one-fourth (1/4th) of the approved Operating Budget for that Fiscal Year.

5.4.2 *Payment Prior to Approved Operating Budget.* If the Parties have not approved an Operating Budget by the start of a Fiscal Year, the City shall pay fifty percent (50%) of one-fourth (1/4th) of the draft Operating Budget proposed by the District, starting on July 1 of the Fiscal Year and continuing thereafter on the first day of each quarter of the Fiscal Year, until such time as the Parties agree on the Operating Budget for the Fiscal Year. Within 30 days after the approval of the Operating Budget, the City shall either pay to the District any additional amounts then due under the Operating Budget for all prior months of the Fiscal Year, or the City shall take a credit against the next quarterly payment for any overpayments to the District for the period of the dispute.

5.5 Fiscal Reconciliation. Within 30 days after the end of each Fiscal Year (*i.e.*, within 30 days after June 30), and within 30 days after the expiration or termination of this Agreement,

the District's and the City's authorized representatives will meet to review the actual District Costs during the prior Fiscal Year, or portion thereof, with the payments made by the City during that prior Fiscal Year, or portion thereof, to determine whether the City made any overpayment or underpayment to the District during that Fiscal Year, or portion thereof. If the Parties' representatives determine that the City has overpaid the District during the prior Fiscal Year, or portion thereof, the District will reimburse the City in the amount of the overpayment within 30 days after the meeting. If the Parties' representatives determine that the City underpaid the District during the Fiscal Year, or portion thereof, the City shall pay the District the amount of such underpayment within 30 days after the meeting. The Parties' obligations under this Section 5.5. shall survive the expiration or termination of this Agreement.

6. **INSURANCE AND INDEMNITY.**

6.1 District Insurance. The District shall obtain and maintain during the term of this Agreement insurance coverage that is at least as broad and in the amounts specified in this section and shall submit certificates of insurance for review and approval by the City. Acceptance of the certificates by the City does not relieve the District of any of the insurance requirements, nor decrease the liability of the District under this Agreement.

The District shall obtain and maintain in full force and effect workers' compensation insurance as required by the State of California with statutory limits and employer's liability insurance (for all employees engaged in services or operations at the Property) with limits no less than \$1 million per accident for bodily injury or disease.

The District shall obtain and maintain Automobile and Commercial General Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement.

The District shall cause the insurance to be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Commercial General Liability.

In addition, the District shall include the following coverages or endorsements in the policies: “The City of Antioch, its Council Members, Officers, and Employees are Additional Insureds in the policy(ies) as to obligations of Delta Diablo under the “Reverse Osmosis Discharge Facilities Operations and Maintenance Agreement,” dated [Effective Date to be inserted]” between Delta Diablo and the City of Antioch.

6.2 City Insurance. The City shall obtain and maintain during the term of this Agreement insurance coverage that is at least as broad and in the amounts specified in this section and shall submit certificates of insurance for review and approval by the District. Acceptance of the certificates by the District does not relieve the City of any of the insurance requirements, nor decrease the liability of the City under this Agreement.

The City shall obtain and maintain in full force and effect workers’ compensation insurance as required by the State of California with statutory limits and employer’s liability insurance (for all employees engaged in services or operations at the Property) with limits no less than \$1 million per accident for bodily injury or disease.

The City shall obtain and maintain Automobile and Commercial General Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement.

The City shall cause the insurance to be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Commercial General Liability.

In addition, the City shall include the following coverages or endorsements in the policies: “The District, its directors, officers, employees, and volunteers are Additional Insureds in the policy(ies) as to obligations of the City of Antioch under the “Reverse Osmosis Discharge Facilities Operations and Maintenance Agreement,” dated [Effective Date to be inserted]” between Delta Diablo and the City of Antioch.”

6.3 Mutual Indemnification.

6.3.1 *District's Defense and Indemnity Obligations.* To the fullest extent not prohibited by applicable law, the District shall indemnify, defend, and hold harmless the City, its officers, agents, employees, attorneys, divisions, related agencies and entities, successors and assigns, and contractors and representatives (each a "City Party") against any and all damages (including foreseeable and unforeseeable consequential damages), liabilities, claims, suits, demands, judgments, orders, costs, fines, property damage, injuries, including death, penalties, attorney's fees, or expenses, of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from, are connected with, or are caused by the negligence or willful misconduct of the District, its officers, employees, agents, and contractors while performing the District's obligations under this Agreement.

6.3.2 *City's Defense and Indemnity Obligations.* To the fullest extent not prohibited by applicable law, the City shall indemnify, defend, and hold harmless the District, its officers, agents, employees, attorneys, divisions, related agencies and entities, successors and assigns, and contractors and representatives (each a "District Party") against any and all Liabilities (a) to the extent that the Liabilities arise from, are connected with, or are caused by the negligence or willful misconduct of any City Party while performing any of the City's obligations under this Agreement, or (b) where the Liabilities arise from, are connected with, or are caused or contributed to by, in whole or in part, the volume or quality of the RO Concentrate discharged at the Outfall in violation of the Permit.

6.3.3 *Survival.* The obligations in paragraphs 6.3.1 and 6.3.2 shall survive the termination or expiration of this Agreement.

7. **TERM AND RIGHT TO MAINTAIN DISCHARGE FACILITIES ON THE PROPERTY.**

7.1 Term. The Term of this Agreement begins on the Effective Date, and it expires on November _____, 2070, unless the Term is subsequently amended or unless the Agreement is sooner terminated in accordance with paragraph 7.2. At least 180 days before the expiration of the Term of this Agreement, the Parties' designated representatives will meet to seek

to negotiate terms of a new agreement that would enable the Discharge Facilities to remain on the Property for their useful life.

7.2 Termination. An aggrieved Party may terminate this Agreement only in accordance with Section 8.3.

7.3 Right to Maintain Discharge Facilities. This Agreement provides the City with the right to maintain the Discharge Facilities on the Property, at no cost to the City, during the Term of this Agreement.

7.4 Relocation of Discharge Facilities. The City's use of the Property is, at all times, subordinate and secondary to the District's use of the Property. If the District determines that the Discharge Facilities, or the City's use of the Property, in any way conflicts, or may conflict, with the District's use or planned use of the Property, the District, at its sole discretion, may require the City, at its sole expense, to relocate or protect the Discharge Facilities to enable the District to use the Property for the District's intended purpose. Within 30 days after receiving a written relocation notice from the District, the Parties' designated representatives will meet to discuss the required relocation or protection of the Discharge Facilities, and the time by which the District will require the Discharge Facilities to be relocated or protected. If the City fails or refuses to relocate or protect the Discharge Facilities within the time required by the District, the District may relocate or protect the Discharge Facilities without having to satisfy the requirements of Section 8, and the City shall reimburse the District for its costs to relocate or protect the Discharge Facilities immediately upon demand by the District.

7.5 Modification of District's Use of Its Property. In lieu of requiring the City to relocate or protect its Discharge Facilities under Section 7.4, the District may, but is not required to, propose modifying the planned use of its Property to avoid the need for the City to relocate or protect the Discharge Facilities. The General Manager will provide the City written notice of a proposed modification and any cost increases the District expects it will incur in connection with that modification. Within 30 days after receiving that notice, the City shall provide the District written notice stating whether the City will (a) relocate or protect the Discharge Facilities in accordance with Section 7.4, or (b) pay all cost increases attributable to the modification of the District's use of the Property. If the City elects to pay those cost increases, the District will

incorporate the modification into its planned use of its Property, and the City shall pay the District the actual amount of the cost increase attributable to the modification, as determined by the District, within 30 days after receiving an invoice from the District.

7.6 Removal of Discharge Facilities. Within a reasonable time after the termination or expiration of this Agreement, not to exceed 180 days, the City shall remove the Discharge Facilities from the Property. The District grants to the City a right of entry, not to exceed 180 days following the termination or expiration of this Agreement, to enter the Property and remove the Discharge Facilities. The City's removal of the Discharge Facilities must be coordinated with the District as not to interfere with WWTP operations. In lieu of the City's removal of the Discharge Facilities from the Property, the District, at its sole discretion, may allow the Discharge Facilities to remain on the Property, at which time they shall become the property of the District, provided that the City makes physical modifications to the Discharge Facilities to prevent any effluent from being released from the Discharge Facilities to the Outfall (e.g., capping the RO Concentrate disposal pipeline).

8. **DISPUTE RESOLUTION.**

8.1 Breach of Agreement. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and the breaching Party fails to cure the breach within sixty (60) calendar days (the "Cure Period") after receiving a written notice from the non-breaching party specifying the nature of the breach. If the breach cannot reasonably be cured within sixty (60) calendar days, the breaching Party may request a longer period of time to cure, provided (i) the breaching Party provides the non-breaching Party within such sixty (60) calendar day period a feasible plan that is capable of curing the breach, and (ii) the breaching party commences and diligently pursues such plan as soon as practicable.

8.2 Informal Dispute Resolution. In the event a Party, acting in good faith, believes that the other Party has violated, or threatens to violate, the terms of this Agreement, the aggrieved Party shall give written notice pursuant to notice and cure provisions of paragraph 8.1 of this Agreement. If the Party alleged to be in breach or threatening to breach this Agreement does not agree to cure the alleged violation, or seeks to cure the alleged violations in a manner that the aggrieved Party does not believe, in good faith, satisfies that Party's concern, the Parties shall first

meet and confer to negotiate in good faith to resolve the dispute. This meet and confer shall take place during the cure period and shall include, at a minimum, the City Manager for the City and the General Manager for the District. The Parties shall continue satisfying their remaining obligations under this Agreement during Informal dispute resolution under this Section 8.2.

8.3 Mediation. In the event the Parties are unable to negotiate a mutually acceptable resolution through the informal dispute resolution process, the Parties shall submit the dispute to mediation before a mutually selected neutral mediator. The Parties shall continue satisfying their remaining obligations under this Agreement through the conclusion of mediation under this Section 8.3. If a dispute is not resolved at mediation, the aggrieved Party may, but is not required to, provide notice of intent to terminate this Agreement. Any such written notice of termination shall not be effective until at least one (1) year after the written notice is provided to the other Party. Until the effective date of the termination, the Parties shall continue satisfying their obligations under this Agreement.

8.4 Enforcement by Legal Action. If, after complying with the informal dispute resolution and mediation process in this paragraph, the Parties are unable to resolve their dispute, the aggrieved Party, after providing thirty (30) calendar days written notice to the other Party, may initiate a legal or injunctive action to prevent a threatened breach or enforce the Agreement in response to a breach already committed. Unless an aggrieved party terminates this Agreement under paragraph 8.3, the Parties shall continue satisfying their obligations under this Agreement through any legal action seeking to prevent a threatened breach or to enforce the Agreement in response to a breach already committed.

9. **GENERAL PROVISIONS.**

9.1 Project Managers. In order to help facilitate communication between the Parties regarding the operation and maintenance of the Discharge Facilities, the Parties will each designate a project manager ("Project Manager") to be responsible for administering the terms and conditions of this Agreement and who will act as the primary point of contact for the other Party. If either Party elects to assign a different Project Manager to act on its behalf, that Party shall notify the other Party of the change in writing.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the operation and maintenance of the Discharge Facilities. Any prior agreements, promises, negotiations or representations are superseded by this Agreement. Any amendment to this Agreement must be in writing, reference the specific section(s) to be amended and be executed by the District and the City. The Parties acknowledge and agree that, notwithstanding anything to the contrary in the Access Agreement, following both the Effective Date of this Agreement, and the acceptance of the Discharge Facilities under the Access Agreement, this Agreement shall replace and supersede the Access Agreement, excepting only those provisions in the Access Agreement that expressly survive the termination or expiration of the Access Agreement, including but not limited to the insurance and indemnification obligations in paragraph 6 of the Access Agreement..

9.3 No Construction Against Drafter. Both Parties have participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

9.4 Notices. All notices required or permitted under this Agreement are to be in writing and delivered personally, or sent by overnight delivery service, or registered or certified mail, postage prepaid and directed as follows:

If to the District: Delta Diablo
Attn: General Manager
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
Phone: (925) 756-1920

If to the City: City of Antioch
Attn: City Manager
200 "H" Street
Antioch, CA 94509-1005
Phone:

Either Party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices are to be delivered to such substitute address for that above set forth. Notices to either party are effective on the date of delivery, if delivered personally, on the next business day if sent by overnight courier, and three business days after depositing in the United States Postal system if sent via registered or certified mail.

9.5 No Assignment. Neither Party may assign, transfer or otherwise substitute its interest in, or obligations under, this Agreement without the prior written consent of the other Party, which consent may not be unreasonable withheld or delayed.

9.6 Not a Joint Venture. Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. This Agreement may not be construed to convey to the City any rights, express or implied, to participate in any way in the operation of the District's wastewater treatment operations.

9.7 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to, or does, confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.8 Waiver. No failure or delay by the District or the City to exercise any right under this Agreement may be construed as a waiver. The waiver of either Party of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement does not invalidate this Agreement and may not be deemed to be a waiver of any other covenant, condition, obligation, representation, warranty or promise.

9.9 Governing Law. The laws of the State of California govern all matters arising from this Agreement.

9.10 Additional Acts. The Parties agree to perform such additional acts as may be necessary to implement the terms and conditions of this Agreement.

9.11 Authority. The Parties represent that the person signing this Agreement for each Party is legally authorized and has the authority to bind that Party to the terms and conditions of this Agreement.

CITY OF ANTIOCH, a municipal corporation DELTA DIABLO, a county sanitation district

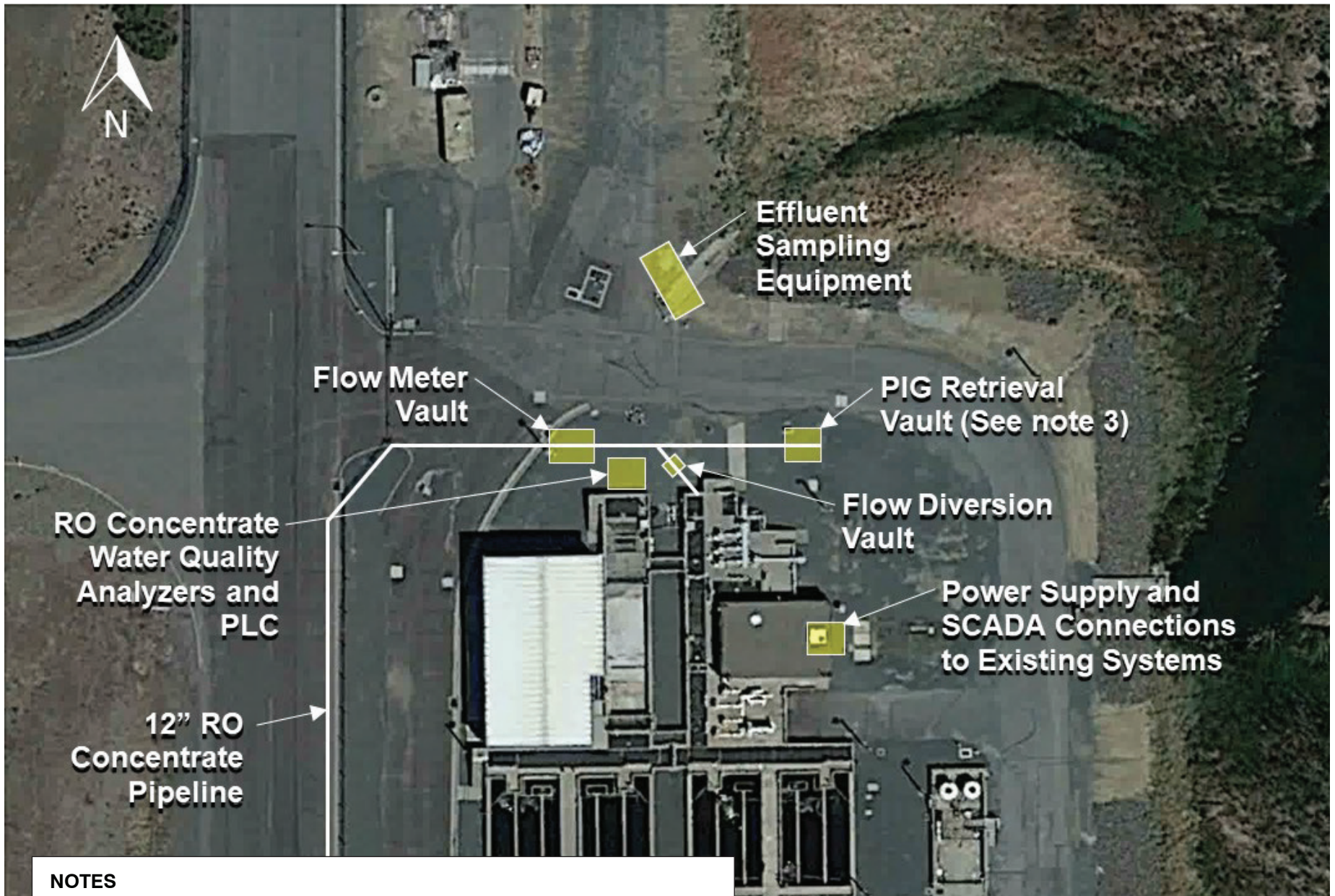
By: _____ By: _____

Title: _____ Title: _____

Its: _____ Its: _____

Exhibits

Exhibit 1 Map of District Property



NOTES

1. Highlighted items to be operated and maintained by Delta Diablo on behalf of City except for valves. City will operate and maintain valves.
2. City is responsible for 14" ROC pipeline cleaning and maintenance.
3. City is responsible for maintaining gravel in pig retrieval vault area.

October 14, 2020

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 4 TO CONSULTING SERVICES CONTRACT IN THE AMOUNT OF \$29,105, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$648,834, CAROLLO ENGINEERS, INC., ENGINEERING SERVICES, PRIMARY CLARIFIER AREA IMPROVEMENTS, PROJECT NO. 17140

RECOMMENDATION

Authorize the General Manager to execute Amendment No. 4 to the Consulting Services Contract with Carollo Engineers, Inc. (Carollo) to provide additional engineering services in the amount of \$29,105, for a new total contract amount not to exceed \$648,834 for the Primary Clarifier Area Improvements (PCAI) Project.

Background Information

In April 2017, the Board authorized the General Manager to execute a Consulting Services Contract with Carollo for design services to prepare construction contract documents to rehabilitate the primary clarifier area at the District's Wastewater Treatment Plant. The District has executed three contract amendments with Carollo for additional engineering services to address existing electrical conduits and unanticipated changes during construction.

Analysis

Although construction activities are nearly complete, there are outstanding issues associated with new pumps and control system installations that require investigation and a revised design approach to resolve performance and reliability concerns. The current Carollo contract does not include this scope of work or associated required budget. Staff recommends that the Board authorize the General Manager to execute Amendment No. 4 in the amount of \$29,105 to extend engineering services during construction through project completion. A summary of the Amendment No. 4 scope of work and estimated cost is attached.

Financial Impact

The adopted Fiscal Year 2020/2021 – Fiscal Year 2024/2025 (FY20/21 – FY24/25) Capital Improvement Program (CIP) budget includes a total appropriation of \$4.4 million through FY20/21 for the PCAI Project in the Wastewater Capital Asset Replacement Fund. Sufficient funding is currently available in the CIP budget to complete this additional work.

Attachment

Scope and Cost Estimate Summary, Amendment No. 4

Reviewed by: _____


Brian Thomas
Engineering Services Director/District Engineer

cc: District File No. P.17140.01.03



PRIMARY CLARIFIER AREA IMPROVEMENTS
PROJECT NO. 17140

AMENDMENT NO. 4
CAROLLO ENGINEERS, INC. (CONSULTANT)

SCOPE OF WORK AND COST ESTIMATE SUMMARY

<u>DESCRIPTION</u>	<u>PROPOSED COST</u>
Original Authorized Contract Amount	\$ 375,815
Amendment No. 1 – Previously Authorized on 11/08/2017	\$ 29,760
Amendment No. 2 – Previously Authorized on 03/14/2018	\$ 175,164
Amendment No. 3 – Previously Authorized on 04/10/2019	\$ 38,990
Amendment No. 4	
1. Project Management and Meetings	\$ 1,120
2. Engineering Support Services	
a. Attend District Meetings	\$ 1,190
b. Provide field coordination for pump startup	\$ 2,180
c. Coordinate Instrument Replacement	\$ 3,870
d. Troubleshoot SCADA Signals and Prepare Design	\$ 4,900
e. Prepare VFD Pump Starter & Soft Start Evaluation	\$ 12,815
f. Review change order proposals	\$ 3,030
Amendment No. 4 Subtotal	\$ 29,105
GRAND TOTAL	\$ 648,834

October 14, 2020

AUTHORIZE GENERAL MANAGER TO APPROVE TRANSFER OF \$100,000 FROM DISTRICT OFFICE BUILDING ROOF REPLACEMENT PROJECT TO SODIUM BISULFITE TANK REPLACEMENT PROJECT IN THE WASTEWATER CAPITAL ASSET REPLACEMENT FUND, SODIUM BISULFITE TANK REPLACEMENT, PROJECT NO. 17139

RECOMMENDATION

Authorize General Manager to approve transfer of \$100,000 from District Office Building Roof Replacement Project to Sodium Bisulfite Tank Replacement Project in the Wastewater Capital Asset Replacement Fund.

Background Information

The adopted Fiscal Year 2020/2021 – 2024/2025 (FY20/21 – FY24/25) Capital Improvement Program (CIP) includes approved budgets of \$2.4 million for the District Office Building Roof Replacement Project and \$700,000 for the Sodium Bisulfite Tank Replacement Project in the Wastewater Capital Asset Replacement (CAR) Fund. These budgets were carried forward during the CIP update process to support construction of these two projects in FY20/21.

Analysis

The Sodium Bisulfite Tank Replacement Project was originally bid in April 2019 and no responsive bids were received by the District. In October 2019, the project was subsequently re-advertised with the apparent low bid submitted by Pacific Infrastructure Corporation (PIC) in the amount of \$502,900. This amount was approximately 17% higher than the Engineer's Estimate of \$430,000. However, given the bidding environment at the time and the need to replace the existing chemical storage tanks prior to the 2020/2021 wet weather season, the Board awarded the Sodium Bisulfite Tank Replacement Project to PIC. At the time of award, it was noted that the overall project budget may have to be adjusted during the FY20/21 – FY24/25 CIP approval process to account for the full contract amount and staff labor.

Additional funding is needed to continue this project to replace the two existing chemical storage tanks and associated chemical feed piping. A summary of the estimated cost to complete the project is attached. It is recommended that the Board authorize the General Manager to re-appropriate funding to the Sodium Bisulfite Tank Replacement Project from the District Office Building Roof Replacement Project.

The District Office Building Roof Replacement Project is anticipated to be complete and recommended for acceptance at the November Board meeting. The total cost estimated for this project is \$2.3 million, which is \$100,000 less than the approved budget of \$2.4 million.

Financial Impact

The recommended budget transfer will increase the Sodium Bisulfite Tank Replacement Project budget from \$700,000 to \$800,000 and decrease the District Office Building Roof Replacement



Project budget from \$2.4 million to \$2.3 million. There is no financial impact, because both projects are funded by the Wastewater CAR Fund.

Attachment

Budget Cost Summary



Reviewed by: _____

Brian Thomas

Engineering Services Director/District Engineer

cc: District File No. P.17139.01.03



SODIUM BISULFITE TANK REPLACEMENT
PROJECT NO. 17139

BUDGET COST SUMMARY

<u>DESCRIPTION</u>		<u>COST</u>
Original Budget		
a. Planning and Design	\$	175,000
b. Administrative	\$	52,000
c. Construction	\$	430,000
d. Contingency (10%)	\$	43,000
Original Budget Subtotal	\$	700,000
Additional Budget		
a. Construction	\$	72,900
b. Contingency	\$	7,290
c. QA/QC	\$	5,000
d. Staff Labor	\$	14,810
Additional Budget Subtotal	\$	100,000
	REVISED TOTAL BUDGET	\$ 800,000

October 14, 2020

APPROVE SAND FILTER INTERMITTENT BACKWASH SYSTEM PROJECT AND DETERMINE PROJECT IS CATEGORICALLY EXEMPT UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES CLASS 1 AND CLASS 2; AUTHORIZE GENERAL MANAGER TO FILE CEQA NOTICE OF EXEMPTION WITH CONTRA COSTA COUNTY RECORDER'S OFFICE AND STATE CLEARINGHOUSE; AWARD AND AUTHORIZE GENERAL MANAGER TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$598,335 WITH PARKSON CORPORATION; AND AUTHORIZE GENERAL MANAGER OR HIS DESIGNEE TO APPROVE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF CONTRACT AMOUNT; SAND FILTER INTERMITTENT BACKWASH SYSTEM, PROJECT NO. 21121

RECOMMENDATION

1. Approve the Sand Filter Intermittent Backwash System Project and determine that the project is categorically exempt under CEQA Guidelines Class 1 and Class 2.
2. Authorize the General Manager to file a CEQA Notice of Exemption (NOE) with the Contra Costa County Recorder's Office and State Clearinghouse for the project, in accordance with CEQA Guideline 15062 and in compliance with Public Resources Code Section 21152.
3. Approve sole source finding for Parkson Corporation (Parkson) EcoWash intermittent backwash system.
4. Award and authorize the General Manager to execute a Construction Services Agreement with Parkson in an amount not to exceed \$598,335 for the Sand Filter Intermittent Backwash System Project.
5. Authorize the General Manager or his designee to approve construction change orders up to 10% of the Parkson contract amount.

Background Information

Delta Diablo (District) has owned and operated the 12.8 million gallon per day (MGD) capacity Recycled Water Facility (RWF) since 2001. The original sand filtration system is nearly 20 years old and uses a continuous sand filter backwash process that is electrically and hydraulically less efficient than currently available alternative technology.

Analysis

This project will improve the existing sand filtration system with an intermittent backwash process that will reduce reject water volume by up to 95%, while providing increased water availability, enhanced filtrate quality, decreased energy usage, and reduced chemical usage in the RWF treatment process. The Parkson EcoWash intermittent backwash system, which is compatible with the District's current filtration system, will reduce daily average recycled water backwash flow from approximately 1.16 MGD to 0.16 MGD (86% reduction), which translates into an additional 1.0 MGD of recycled water that would be available for approved customer uses. In addition, the reduced backwash volume would substantially decrease RWF energy



demand and chemical usage, resulting in a combined operating annual cost savings of approximately \$110,000.

After performing a review of the Parkson EcoWash system and supporting patent documentation, including engagement with engineering consulting firms, staff recommends procuring the Parkson system on a sole-source basis because Parkson is the only company to manufacture and service a California Water Recycling Criteria (Title 22) accepted continuous backwash filter, specifically equipped with intermittent features that permit backwash to be controlled based on time or head loss in the filter's feed channel.

California Code of Regulations Section 15062 requires the District's governing body to approve the project prior to filing the CEQA NOE for the project. This project is categorically exempt under CEQA Guidelines (California Code of Regulations Title 14) Class 1 and Class 2. A Class 1 exemption, "consists of the...repair [or] maintenance...of existing public structures, facilities, mechanical equipment...involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." A Class 2 exemption, "consists of replacement or reconstruction of existing structures and facilities...and will have substantially the same purpose and capacity of the structure replaced..." Staff recommends approval of the project so that the attached NOE can be filed with the Contra Costa County Clerk-Recorder and the State Clearinghouse in compliance with Public Resources Code Section 21152.

CEQA action is required to be filed prior to the commencement of construction to satisfy the State of California's requirements. If the NOE is not filed at this time, the statute of limitations period for legal challenges related to this project will increase from 35 days to 180 days, resulting in a risk of project delays and associated costs.

It is recommended that the Board award and authorize the General Manager to execute a Construction Services Agreement with Parkson in an amount not to exceed \$598,335 to procure materials and construct the project. A summary of the scope of work and anticipated costs associated with these services is attached. In addition, it is requested that the Board authorize the General Manager or his designee to execute change orders up to 10% of the construction contract amount (i.e., an additional \$59,834) to account for potential changes, for a total contract authorization of \$658,169.

Financial Impact

The adopted Fiscal Year 2020/2021 – 2024/2025 (FY20/21 – FY24/25) Capital Improvement Program includes a total project budget of \$700,000, through FY20/21 for the Sand Filter Intermittent Backwash System Project. Sufficient funding is available to complete the planned work.

The District has secured a CALFED Water Use Efficiency grant from the Bureau of Reclamation through the Bay-Delta Restoration Program, which will provide federal reimbursement assistance for up to 50% of eligible project costs (approximately \$365,000 of total estimated project cost of \$752,000). The remaining costs will be funded by the District through the Recycled Water Capital Asset Replacement Fund.



Attachment

1. Scope and Cost Estimate Summary, Project No. 21121
2. Draft CEQA Notice of Exemption

Reviewed by:



Brian Thomas

Engineering Services Director/District Engineer

cc: Project File No. P.21121.01.03



SCOPE AND COST ESTIMATE SUMMARY

Project: Sand Filter Intermittent Backwash System Project No. 21121

Contractor: Parkson Corporation

Scope of Work Items:	Estimated Cost:
TASK 1 – PLANNING & DESIGN	\$ 40,000
TASK 2 – EQUIPMENT PROCUREMENT	\$ 453,335
TASK 3 – CONSTRUCTION	\$ 105,000
SUBTOTAL	\$ 598,335
CONTINGENCY (as directed by staff)	\$ 59,834
TOTAL CONTRACT COST	\$ 658,169

NOTICE OF EXEMPTION

TO: County Clerk
County of Contra Costa
555 Escobar Street
Martinez, CA 94553

PROJECT APPLICANT: Vince De Lange, General Manager
Delta Diablo, Local Public Agency

2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
Telephone: (925) 756-1900

Vincent P. De Lange
General Manager

Date

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH PUBLIC RESOURCES CODE 21152

PROJECT TITLE: SAND FILTER INTERMITTENT BACKWASH SYSTEM, PROJECT NO. 21121

DATE ON WHICH AGENCY APPROVED THE PROJECT: October 14, 2020

STATE CLEARINGHOUSE NUMBER: N/A

PROJECT LOCATION: 2500 Pittsburg-Antioch Highway,

PROJECT DESCRIPTION: The project, in general, consists of replacing the existing filtration system at the District's Recycled Water Facility (RWF) with an intermittent backwash process to increase water availability, enhance filtrate quality, decrease energy usage, and reduce chemical usage in the RWF treatment process.

LEAD AGENCY APPROVING AND CARRYING OUT PROJECT: Delta Diablo

CONTACT PERSON: Ian Bronswick, (925) 756-1953

EXEMPT STATUS: The Board of Directors of the District finds this project is categorically exempt from CEQA as a Class 2(c) Categorical Exemption under Public Resources Code Section 21084.

REASONS WHY PROJECT IS EXEMPT: The project consists of replacing or reconstructing of existing facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced as allowed under CEQA Guidelines 15032, Class 2(c) and Public Resources Code 21084.

AFFIDAVIT OF POSTING

I declare that on _____, I received and posted this Notice as required by Public Resources Code 21152(c). It will remain posted for 30 days.

Signature

Title

October 14, 2020

RATIFY STAFF EXECUTION OF A PROPOSAL AND SERVICE AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION, L.P., TO PAY \$4,241 FOR REQUIRED FIRE SPRINKLER INSPECTIONS COMPLETED IN SEPTEMBER 2020

RECOMMENDATION

Ratify the staff execution of a Proposal and Service Agreement with Johnson Controls Fire Protection, L.P. (Johnson Controls), to pay \$4,241 for required fire sprinkler inspections completed in September 2020.

Background Information

The District is required to conduct a “Five Year” fire protection inspection in accordance with California Code of Regulations (Code), Title 19, including National Fire Protection Association 25 amendments which are the baseline for inspection, testing, and maintenance of water-based fire protection systems. At the District, this effort encompasses the inspection and/or testing of certain equipment such as fire sprinkler components in accordance with the Code and Contractor’s Report Form. Copies of the reports of inspection and/or test are forwarded to the fire authority having jurisdiction and may be sent to the insurance company having jurisdiction, upon request.

Analysis

Because of the critical nature of this inspection, the legal requirement to perform it, and the extreme fire conditions within the region this year, the District proactively implemented the Five Year inspection last month (September 2020) to protect the health, well-being, and safety of its employees, while continuing to provide essential wastewater collection and treatment services in meeting its core mission of protecting public health and the environment.

The Five Year inspection required by the agreement was fully performed without incident on September 4, 2020, at a cost of \$4,241. Although staff believes this is a low-risk activity, the indemnification clause in the agreement requires the District to indemnify, defend, and hold harmless Johnson Controls from any third-party claims that arise from performance of the services. In addition, the agreement provides that either party must file a lawsuit against the other party within one year of the accrual of the cause of action. Last, the agreement requires the District to seek relief from its insurers, waive any right of recovery against Johnson Controls arising from subrogation, and limit Johnson Controls’ liability to the amount paid under the agreement.

Staff is not aware of any claims or liabilities arising from the performance of the inspections. The services have been fully performed to staff satisfaction, in accordance with applicable state laws and regulations. For these reasons, staff recommends that the Board ratify the staff execution of the Proposal and Service Agreement.



Financial Impacts

Funding for the Five Year inspection was included in the approved Fiscal Year 2020/2021 Budget.

Prepared by: 

Dean Eckerson
Resource Recovery Services Director

cc: District File No. CORP.10-AGR



October 14, 2020

RECEIVE REPORT ON EXCEEDANCE OF CHLORINE RESIDUAL LIMIT IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

RECOMMENDATION

Receive Report on Exceedance of Chlorine Residual Limit in National Pollutant Discharge Elimination System Permit.

Background Information

On September 8, 2020, the District incurred a minor exceedance of the effluent chlorine residual limit (0.0 milligrams per liter [mg/L]) in the National Pollutant Discharge Elimination System (NPDES) permit issued by the Regional Water Quality Control Board (RWQCB) for the District's Wastewater Treatment Plant (WWTP). As required, staff notified RWQCB of the permit exceedance on September 9, 2020, while also providing preliminary indication that it occurred as a result of "operator error." Because the chlorine residual limit was only exceeded for 1 minute with a magnitude of 0.12 mg/L, there were no water quality impacts in the Delta receiving waters or risks to public health. The District's last NPDES permit exceedance occurred on December 3, 2018, which represents a span of 21 months.

In order to ensure residual chlorine is removed from treated wastewater effluent prior to discharge, the District doses sodium bisulfite (SBS) as a "dechlorinating" agent as the final step in the treatment process. Two automated SBS analyzers are used to control SBS feed pumps, continuously monitor the SBS residual in the treated effluent, and maintain sufficient excess SBS residual to ensure no chlorine is present prior to discharge. Because these analyzers are critical to meeting NPDES permit requirements, they are required to be calibrated frequently in conformance with established District standard operating procedures (SOPs) to maintain accuracy and effective SBS dose control.

Analysis

This NPDES permit exceedance event occurred when an operator attempted to calibrate the SBS analyzers in a manner that did not conform with established SOPs. Due to the criticality of the dechlorination process, the District has installed redundant equipment and designed SOPs to ensure continuous and reliable operation during the SBS analyzer calibration process. Because the approved SOPs were not followed properly during the September 8, 2020 calibration process, an excess chlorine residual of 0.12 mg/L was discharged for 1 minute (total 0.004 pounds of chlorine) before another automated chlorine residual analyzer detected chlorine in the treated effluent and immediately triggered diversion of all effluent flow to an on-site effluent flow diversion basin.

In response to the incident, staff is conducting a comprehensive root cause investigation that will include identification of key contributing factors, as well as associated preventive and corrective actions to minimize the potential for a recurrence of this event. Staff will share preliminary findings at the October 14, 2020 Board Meeting.



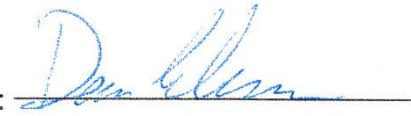
Financial Impact

Based on the nature of the NPDES permit exceedance, there are no associated financial impacts. In addition, this will likely be considered a minor exceedance by RWQCB with no mandatory minimum penalties.

Attachments

None

Prepared by:



Dean Eckerson
Resource Recovery Services Director

cc: District File No. NPDES.06-CORRES



October 14, 2020

RECEIVE DELTA HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY
FISCAL YEAR 2019/2020 REPORT

RECOMMENDATION

Receive Delta Household Hazardous Waste Collection Facility (DHHWCF) Fiscal Year 2019/2020 (FY19/20) Report.

Background Information

In partnership with the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County, the District has operated a regional Household Hazardous Waste (HHW) Program since 1996. The HHW Program keeps hazardous waste out of landfills and the wastewater system in support of state regulations and the District's Pollution Prevention Program by accepting HHW and electronic waste (e-waste) free of charge for East Contra Costa County residents. Eligible small businesses may use the program for a fee.

The attached DHHWCF FY19/20 Report summarizes key facility operational information, including utilization, hazardous waste collected, and operating costs.

Analysis

The DHHWCF was constructed adjacent to the District's Wastewater Treatment Plant in 2003 and provides service to the local community three days per week. During FY19/20, the DHHWCF experienced a significant decrease in utilization due to a three-month facility closure related to the COVID-19 pandemic. As a result, facility performance metrics for FY19/20 are substantially lower, including:


- A total of 11,498 vehicles (34.5% decrease) utilized the facility for HHW disposal (not including e-waste)
- Approximately 388 tons of waste was delivered in FY19/20 (30.2% decrease) with 73.8% of material collected being either reused or recycled
- Approximately 16 tons of waste was collected from small businesses (24.5% decrease).
- A total of 3.1 tons of material was distributed for reuse (53.1% decrease). Reusable materials include paint, household cleaners, and gardening products. Because materials distributed for reuse must meet minimum quantity and quality guidelines (i.e., container at least half full, with legible labels), the annual amount distributed varies considerably.
- Approximately 123 tons of e-waste was collected (26.7% decrease). Although e-waste has been accepted at the DHHWCF for 14 years, the HHW Program no longer receives e-waste revenue to offset other HHW program costs due to disruption in global recycling markets and associated decreases in e-waste value.

Financial Impact

In FY19/20, 79.2% of the DHHWCF operating budget (\$747,534) was expended. The program's partners paid \$418,832 of the expenses and the remaining \$172,997 was paid by the District.



Attachment
DHHWCF FY19/20 Report

Reviewed by: 

Brian Thomas
Engineering Services Director/District Engineer

cc: District File No. HHW-01-REP-X



2019/2020 YEAR-END REPORT



**Delta Household
Hazardous Waste
Collection Facility**

INTRODUCTION

The Delta Household Hazardous Waste Collection Facility (DHHWCF) is made possible through a joint effort between Delta Diablo (District), the cities of Antioch, Brentwood, Oakley and Pittsburg, and Contra Costa County. The facility is available to all residents of East Contra Costa County free of charge. This report summarizes the activities at the DHHWCF in fiscal year 2019/2020 (FY19/20).

HHW PROGRAM HISTORY

In 1993, Contra Costa County started the Mobile Household Hazardous Waste Collection Program. The program was multi-jurisdictional and sponsored eight one-day collection events per year - four events in West County and four in East County. The East County portion of the program was funded by the Cities of Antioch, Brentwood and Pittsburg, and Contra Costa County. Residents could bring the entire range of household hazardous waste (HHW), including pesticides, oil-based paints, solvents, old gasoline, aerosols and other toxics.



In 1996, Contra Costa County received a HHW Grant from CalRecycle (formerly the California Integrated Waste Management Board [CIWMB]) to set up a permanent recycle-only collection facility. The facility was located at Delta Diablo. The recycle-only facility was a joint effort between the District, the Cities of Antioch, Brentwood and Pittsburg, and Contra Costa County and the operation was funded by the participating jurisdictions. The facility was open to the public every Saturday from 9:00 am to noon and only accepted recyclable HHW (motor oil, filters, antifreeze, latex paint and lead-acid batteries). The recycle-only facility consisted of a small paved area, 4 modified 8-foot by 20-foot shipping containers, a hazardous waste storage locker and ancillary equipment for safety, supply storage and office space.

Because of the establishment of permanent facilities in Central and West Contra Costa County, the County discontinued the Mobile Program for the 1999/2000 fiscal year. The discontinuation of the mobile program left East County residents without an option to properly dispose of non-recyclable HHW. This gap in service prompted the District, along with the participating jurisdictions, to set up a series of temporary collection events held at the existing recycle-only facility site. The temporary collection events allowed residents to dispose of non-recyclable HHW during one-day events held on a quarterly basis.

The high costs and infrequent service associated with temporary collection events made it clear that a more cost-effective and user-friendly option was needed to serve East Contra Costa County residents. In November 1999, the District and the participating jurisdictions applied for a CIWMB HHW Grant to fund the construction of a full-scale permanent household hazardous waste collection facility. The CIWMB awarded the District \$150,796 of the requested \$300,000 for the regional project.

To meet the need of East County residents, the District established an Interim Permanent HHW collection facility for the 2000/2001 fiscal year. The acquisition of additional shipping containers led the District to file a Permit-By-Rule Notification for the operation of an interim permanent HHW collection facility in September 2000. This allowed the District to collect most forms of acceptable HHW (except compressed gas cylinders, asbestos and railroad ties) from residents on a weekly basis while the full-scale permanent facility was being designed and constructed. The Interim Permanent Facility was open on Saturdays from 9:00 am to 1:00 pm. Construction of the new

permanent facility was completed in March 2003 and the grand opening was held on April 4, 2003.

With the sunset of the residential universal waste exemption on February 8, 2006, it became illegal for residents to throw universal waste such as batteries, fluorescent bulbs and e-waste into the trash. To accommodate this increase in waste volume the District and participating jurisdictions elected to apply for another CIWMB HHW Grant to expand the facility. The District and partners were awarded a \$300,000 grant from the CIWMB on August 15, 2006. The expansion project included additional square footage, construction of a permanent reuse room, and other miscellaneous improvements. The expanded facility opened to the public on September 9, 2009.

HHW PROGRAM FUNDING

The District is under contract to provide HHW management services for the City of Antioch, the City of Brentwood, the City of Pittsburg, the City of Oakley and the unincorporated areas of East Contra Costa County. Operating costs are split between the jurisdictions based on the actual usage of the DHHWCF by residents from those jurisdictions. The expenditures for Antioch, Pittsburg and Bay Point are capped at \$124,000, \$75,000, and \$27,500 respectively; the District pays for any operating costs over and above the caps.

Capital costs for the design and construction of the DHHWCF (\$947,372.73 after the grant) are based on the number of housing units in each jurisdiction. Capital costs are amortized over a 15-year period with interest at 6% per annum. The facility expansion totaled \$415,168.87 after a \$300,000 grant. The original facility cost was combined with the expansion costs and the total is amortized over a 25-year period with interest at 6% per annum. The District is paying for the jurisdictions within its service area (Antioch, Pittsburg and Bay Point) and the remainder of the partners are paying their share.

CURRENT DHHWCF OPERATION

The DHHWCF accepts the full range of HHW (excluding radioactive waste and explosives) and expanded its hours to Thursdays, Fridays, and Saturdays from 9:00 am to 4:00 pm. While the facility is only open to the public for seven hours, technicians typically work an eight-hour day to accomplish all set-up and closing functions. The District manages the program by providing oversight of the contractors who operate the facility and conducting all program administration duties including permitting, reporting and contract administration.

CleanEarth (formerly Stericycle Environmental Management of California, LP) currently holds the contract for Household Hazardous Waste Management Services at the DHHWCF. They are responsible for staffing the facility and handling a majority of the transportation and disposal of waste. Their contract currently runs from July 1, 2012 to June 30, 2021.

During FY19/20, the facility was temporarily closed to the public from March 19, 2020 to June 30, 2020 because of the COVID-19 pandemic in order to protect the health and safety of the staff and the public. The closure occurred in response to County health orders and to allow for time to develop pandemic specific safety procedures and protocols.



SPECIAL PROGRAMS

Electronic Waste

On February 8, 2006 when it became illegal for residents and small businesses to throw electronic waste (e-waste) in the trash. The HHW partners decided to explore the acceptance of e-waste at the DHHWCF as an additional e-waste disposal option for East County residents and small businesses.

Because of the newness of e-waste recycling industry and the number of variables that can affect program costs, the partners initially decided to charge customers for e-waste expenses for which there is no other funding source. This would give the program a chance to understand the e-waste market and collect data that would be valuable in determining future impacts to the HHW budget.

The facility began accepting electronic waste (e-waste) on May 15, 2006. The 2006/2007 fiscal year was the first full year of accepting e-waste. The following pricing structure was utilized to fund e-waste collection.

Waste Category	Description	Electronic Waste Recycling and Disposal Charge (EWRDC)
1	CRT monitors & TVs, LCD monitors & TVs, laptop computers, plasma TVs	No Charge
2	Small computer peripherals, portable electronic equipment, telephones, answering machines, cameras	\$1.00 per Item
3	Ink jet printers (including inkjet based all-in-ones), VCRs, DVD players/recorders, stereo equipment (excluding receivers/amplifiers), computer speakers, scanners, UPS devices	\$2.00 per Item
4	CPUs, office fax machines, A/V receivers/amplifiers, desktop printers/copiers/combos & microwave ovens	\$5.00 per Item
5	Large copiers/high-volume printers	\$0.20 per Pound

In April 2008, the District began utilizing a new e-waste recycler. The pricing from the new recycler allowed the District to accept all forms of electronic waste for no charge.

A summary of the e-waste program is included in the following table:

	Pounds of CEDs Collected	Pounds of UWEDs Collected	Total Pounds of E-waste Collected	Recycling Revenue (Expense)
2006/07	94,123	54,148	148,270	(\$6,123.37)
2007/08	118,212	59,851	178,063	\$8,796.04
2008/09	152,347	113,954	266,301	\$32,474.14
2009/10	171,357	136,107	307,464	\$36,127.44
2010/11	174,773	143,392	318,165	\$36,316.17
2011/12	147,456	114,505	261,961	\$30,169.27
2012/13	138,757	92,793	231,550	\$32,009.97
2013/14	111,643	83,241	194,884	\$26,385.87
2014/15	134,771	92,568	227,339	\$31,082.72
2015/16	180,470	123,600	304,070	\$12,379.49
2016/17	166,761	125,906	292,667	\$8,999.61
2017/18	177,825	138,886	316,711	\$5,758.63
2018/19	166,007	168,243	334,250	(\$625.03)
2019/20*	110,265	134,846	245,111	\$0.00

*The 27% decrease in total pounds collected during FY19/20 was due to the COVID-19 closure from mid-March through the end of the fiscal year.

Sharps

A total of 334 sharps containers were mailed to resident in East County residents during FY19/20, a 206% increase from the previous fiscal year. The number of sharps containers mailed represents “new” residents utilizing the sharps program and also current residents requesting containers during the period when the facility was closed due to COVID-19. The total pounds of sharps disposed decreased by 25.11%. Sharps containers were distributed via mail to each jurisdiction as shown in the following table:

Jurisdiction	2008/09 #Sharps Ctns Mailed	2009/10 #Sharps Ctns Mailed	2010/11 #Sharps Ctns Mailed	2011/12 #Sharps Ctns Mailed	2012/13 #Sharps Ctns Mailed	2013/14 #Sharps Ctns Mailed
Antioch	96	130	75	86	42	42
Bay Point	19	13	6	9	10	0
Bethel Island	5	3	2	2	3	1
Brentwood	38	42	35	38	34	12
Byron	0	1	0	0	1	0
Disco. Bay	10	20	6	8	9	9
Knightsen	1	1	0	1	2	0
Oakley	25	26	37	28	43	12
Pittsburg	64	65	29	33	33	17
Total	258	301	200	205	178	93
Total Lbs. Disposed	2,510	4,140	6,120	7,800	8,783	10,327
Jurisdiction	2014/15 #Sharps Ctns Mailed	2015/16 #Sharps Ctns Mailed	2016/17 #Sharps Ctns Mailed	2017/18 #Sharps Ctns Mailed	2018/19 #Sharps Ctns Mailed	2019/20 #Sharps Ctns Mailed
Antioch	37	68	46	39	47	155
Bay Point	3	8	5	4	2	10
Bethel Island	1	1	1	1	1	2
Brentwood	14	23	24	8	18	43
Byron	0	0	0	0	0	0
Disco. Bay	0	0	3	2	6	5
Knightsen	0	0	1	0	0	0
Oakley	11	15	11	13	9	32
Pittsburg	28	23	14	22	26	87
Total	94	138	105	89	109	334
Total Lbs. Disposed	12,354	12,937	10,172	10,333	9,362	7,011

Sharps/Pharmaceutical Take Back

The District has partnered with several local retail and non-profit establishments to collect sharps and pharmaceutical waste from residents. These take back locations offer additional convenience to residents through increased collection locations and operating hours. Current take back partners include:

Sharps:

- City Center Pharmacy in Pittsburg – No longer in business
- Central RX Pharmacy in Brentwood (regularly scheduled pick-ups)

Pharmaceuticals:

- Office of Contra Costa County Supervisors Burgis – Closed since mid-March
- Brighter Beginnings Family Health Clinic

This table shows DHHWCF's take back program for sharps and pharmaceuticals FY19/20. Disposal costs are funded through the HHW program.

Location	Sharps (pounds)	Pharmaceuticals (pounds)	Disposal Costs
Central RX Pharmacy-Brentwood	1,727	0	\$1,443.00
Office of Supervisor Diane Burgis	0	110	\$838.00
Brighter Beginnings Family Health Clinic	0	0	\$0.00
Total	1,727	110	\$2,281.00

Fluorescent Bulbs

Since mercury is a Pollutant of Concern in the San Francisco Bay, in 2003 the Regional Water Quality Control Board (RWQCB) put in a permit requirement for the District to implement an Advanced Mercury Source Reduction Project. Although the requirement specifically addressed fluorescent bulbs, the District sought to promote the proper management and disposal of all mercury-containing products including, but not limited to, mercury thermometers, thermostats, batteries and other novelty items. The District used the DHHWCF as the collection point for the waste received.

The District initially collected 600 pounds of fluorescent bulbs during the 2002/2003 fiscal year. The permit requirement was to increase the collection to 3,000 pounds in the 2005/2006 fiscal year. The District initiated an aggressive multi-media outreach campaign and well exceeded the goal of 3,000 pounds. In the 2005/2006 fiscal year the District collected and recycled 12,503 pounds fluorescent bulbs.

While the permit requirement has been satisfied, the District continues to collect fluorescent bulbs and mercury containing devices at the DHHWCF. In 2006, the District expanded its collection locations by partnering with the Contra Costa Clean Water Program to conduct a pilot program for the take-back of fluorescent bulbs and two local Orchard Supply Hardware (OSH) stores. The pilot program was so successful that the District continued to partner with the OSH's to collect bulbs after the end of the pilot program. In mid-2007, three additional Ace Hardware stores were added to the partnership

The table below shows the pounds collected over the life of the program. To date, the program has removed and estimated 10.91 pounds of mercury from the waste stream.

Fiscal Year	Note	DHHWCF (pounds)	Retail Take-Back (pounds)	Total Bulbs (pounds)	Estimated Pounds of Mercury
2000/01	Historical	295		295	0.01
2001/02	Historical	259		259	0.01
2002/03	Baseline	592		592	0.03
2003/04	Campaign Year 1	1,033		1,033	0.05
2004/05	Campaign Year 2	2,648		2,648	0.12
2005/06	Campaign Year 3	8,789	3,714	12,503	0.55
2006/07	Post Campaign	13,049	4,262	17,311	0.76
2007/08	Post Campaign	15,029	4,640	19,669	0.87
2008/09	Post Campaign	9,759	5,466	15,225	0.67
2009/10	Post Campaign	9,331	2,514	11,845	0.52
2010/11	Post Campaign	15,862	1,952	17,814	0.78
2011/12	Post Campaign	16,293	1,732	18,025	0.79
2012/13	Post Campaign	11,387	2,194	13,581	0.60
2013/14	Post Campaign	14,901	1,810	16,711	0.74
2014/15	Post Campaign	12,311	1,566	13,877	0.61

Fiscal Year	Note	DHHWCF (pounds)	Retail Take-Back (pounds)	Total Bulbs (pounds)	Estimated Pounds of Mercury
2015/16	Post Campaign	16,676	2,155	18,831	0.83
2016/17	Post Campaign	14,840	3,712	18,552	0.82
2017/18	Post Campaign	13,481	3,140	16,621	0.73
2018/19	Post Campaign	14,501	2,671	17,172	0.76
2019/20	Post Campaign	12,303	3,043	15,346	0.68
	Total	191,036	41,528	247,910	10.91

PUBLIC OUTREACH

The following table summarizes the public outreach efforts for FY19/20:

Description	Circulation/Quantity	Cost
General HHW Ad – Home and Garden Fall 2017 (9/20/19) ½ page ad, one week, all Brentwood Press papers	96,775 Papers/week	\$699.00
General HHW Ad – Brentwood Temp Event ½ page ad, Two weeks, all Brentwood Press papers	5,000 Papers/week	\$1,398.00
General HHW Ad – Welcome Magazine ½ page ad, 2019 Version (02/19/20)		\$999.50
Total		\$3,096.50

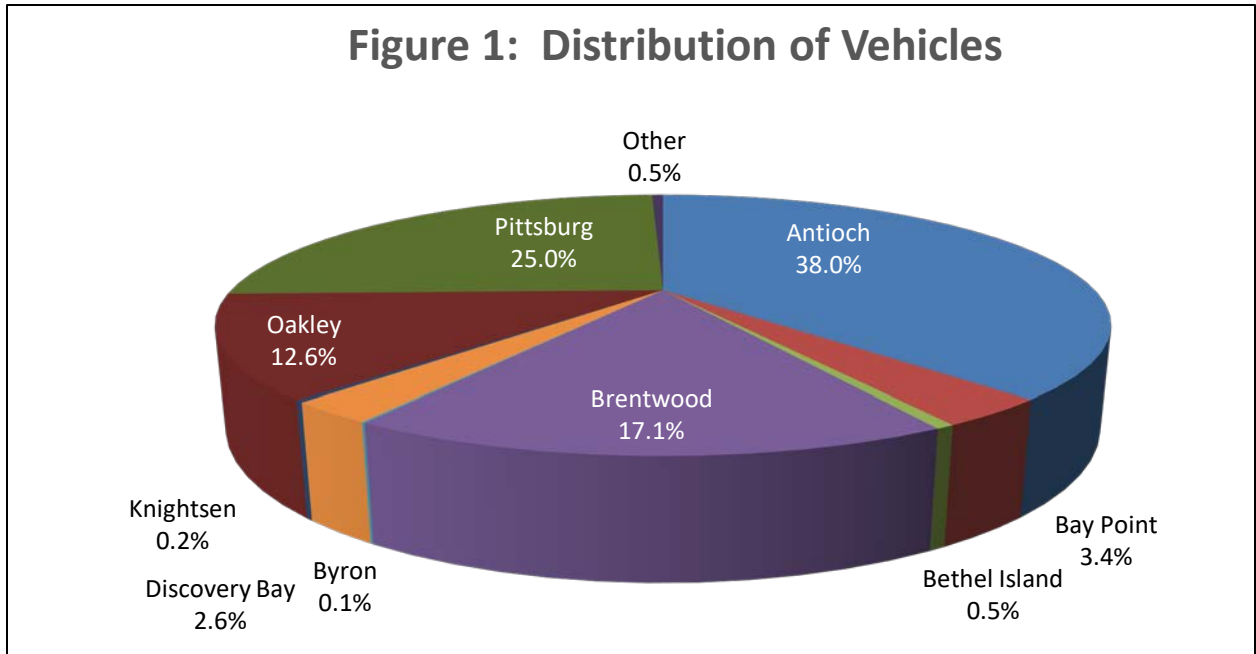
HHW Website

The public has access to general HHW facility, mercury, sharps, small business, and special event information at <http://www.deltadiablo.org/services/hhw>. The following table indicates the number of requests for the main HHW page per month. Note, the District launched a new website in September 2014 and was unable to access historical website usage data for the 2013/2014 fiscal year.

Mon	11/12 Pageviews	12/13 Pageviews	13/14 Pageviews	14/15 Pageviews	15/16 Pageviews	16/17 Pageviews	17/18 Pageviews	18/19 Pageviews	19/20 Pageviews
Jul	439	446	NA	NA	792	1,030	1,161	1,319	1,283
Aug	400	543	NA	NA	795	943	1,116	1,271	463
Sep	395	503	NA	NA	871	843	949	1,019	559
Oct	365	481	NA	NA	910	791	1,013	1,309	762
Nov	435	420	NA	256	749	830	939	928	705
Dec	407	427	NA	323	745	805	826	944	569
Jan	485	542	NA	578	996	869	969	1,157	1,092
Feb	365	545	NA	428	863	674	938	931	901
Mar	447	580	NA	529	927	948	994	1,043	703
Apr	390	617	NA	496	885	1,020	1,065	1,307	710
May	533	596	NA	608	892	1,015	1,099	1,340	1,210
Jun	396	645	NA	642	997	945	1,197	1,259	1,901
Total	5,057	6,345	NA	3,860+	10,422	10,713	12,236	13,827	10,858

PARTICIPATION SUMMARY
Vehicles by Jurisdiction

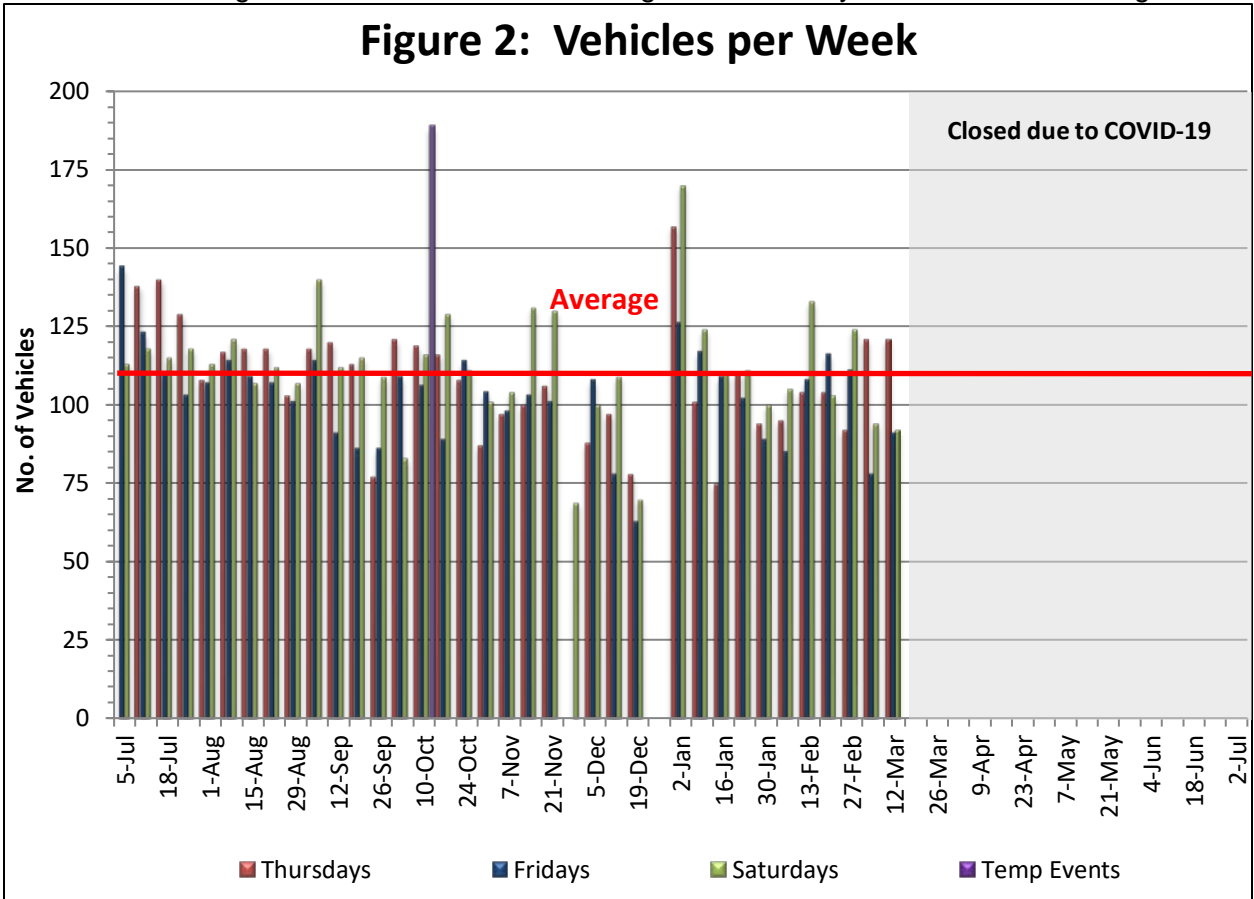
Figure 1 shows the distribution of vehicles per jurisdiction.



Jurisdiction	Q1	Q2	Q3	Q4	YTD	YTD%	HHW Total	E-waste Total	Grand Total
Antioch	1,637	1,369	1,360	0	4,366	37.97%	4,366	1,423	5,165
Brentwood	734	676	554	0	1,964	17.08%	1,964	804	2,374
County	271	262	258	0	791	6.88%	791	251	910
<i>Bay Point</i>	135	134	119	0	388	3.37%	388	103	433
<i>Bethel Island</i>	30	13	20	0	63	0.55%	63	28	80
<i>Byron</i>	0	9	2	0	11	0.10%	11	4	13
<i>Discovery Bay</i>	96	101	104	0	301	2.62%	301	110	353
<i>Knightsen</i>	10	5	13	0	28	0.24%	28	6	31
Oakley	533	450	466	0	1,449	12.60%	1,449	448	1,685
Pittsburg	1,097	853	919	0	2,869	24.95%	2,869	809	3,318
Other	22	22	15	0	59	0.51%	59	17	69
Total	4,294	3,632	3,572	0	11,498	100.00%	11,498	3,752	13,521

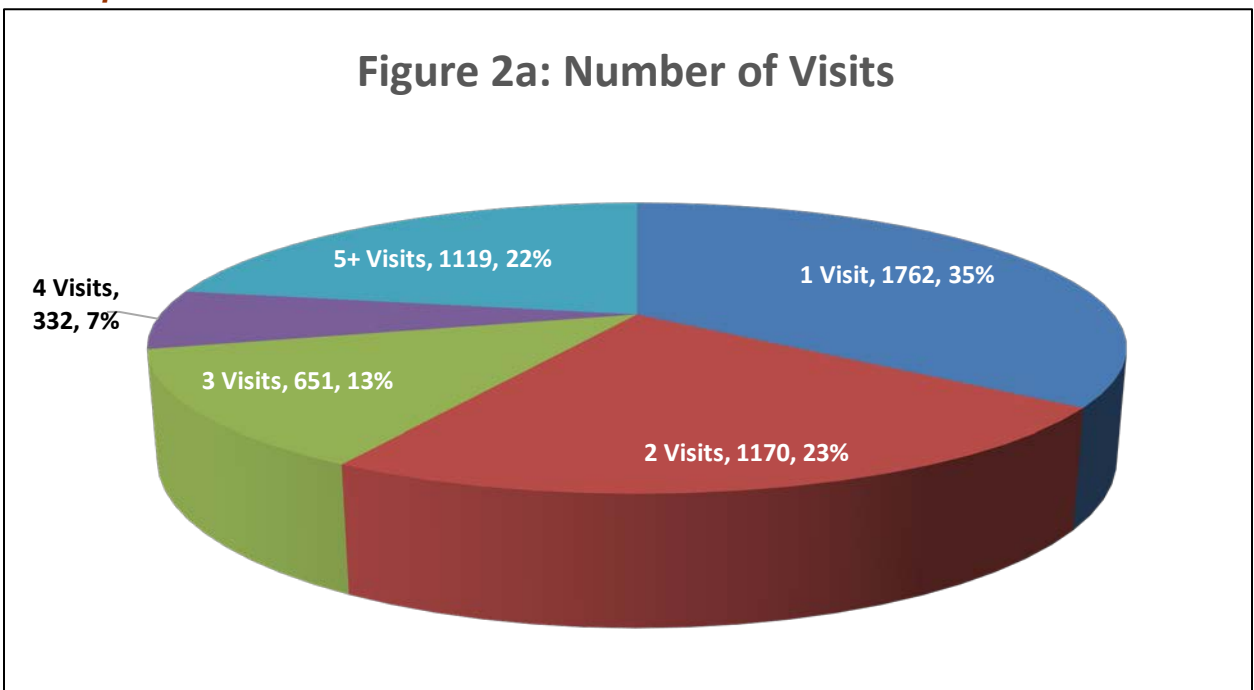
Vehicles by Week

Figure 2 shows the number of vehicles utilizing the DHHWCF per week. This count only includes vehicles that brought HHW. Customers who brought e-waste only are not included in Figures 2 or 2a.

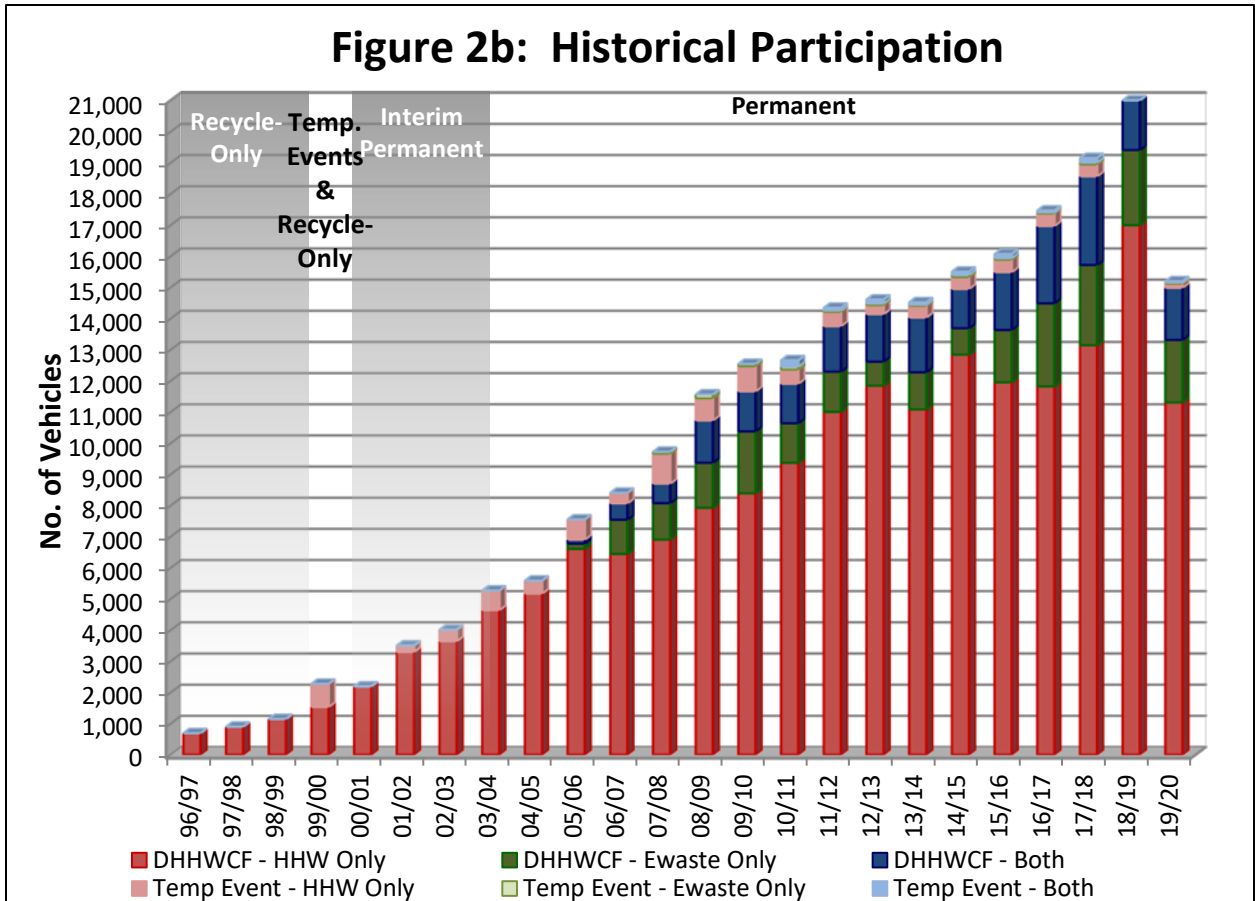


The average number of vehicles per week is 118 for Saturdays, 103 for Fridays, and 109 for Thursdays (HHW vehicles only, no e-waste)

Participation Statistics



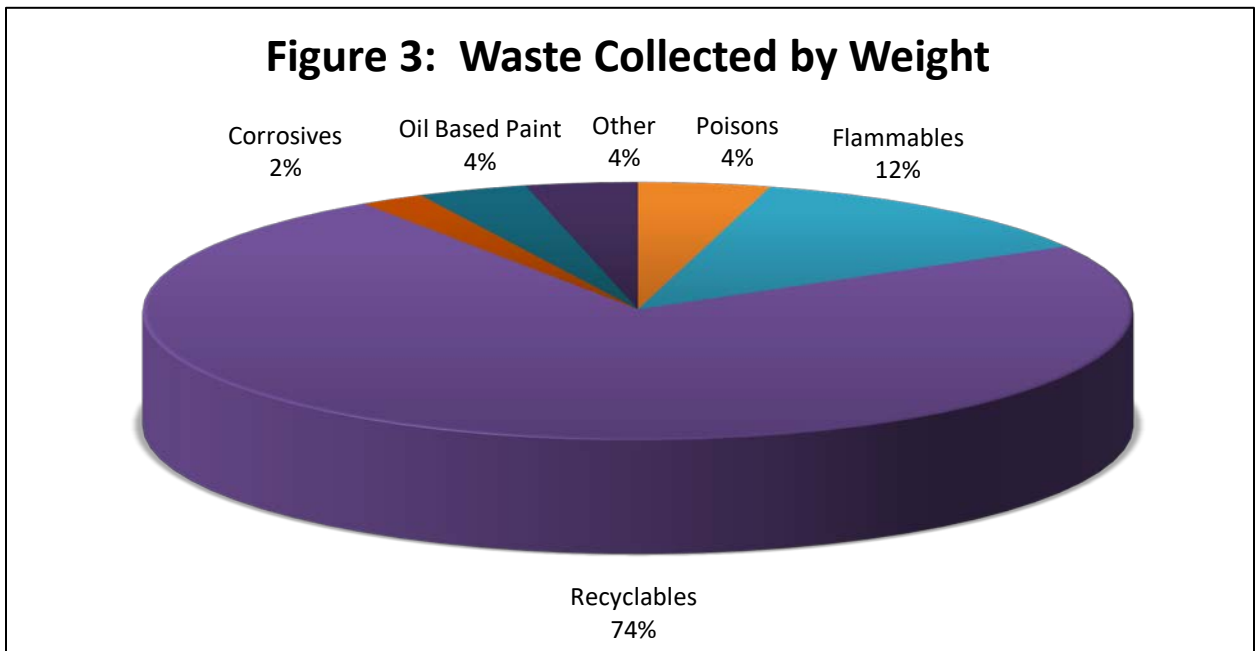
Historical Participation



COLLECTION SUMMARY

Waste by Weight

Figure 3 shows the distribution of waste classes collected by weight.



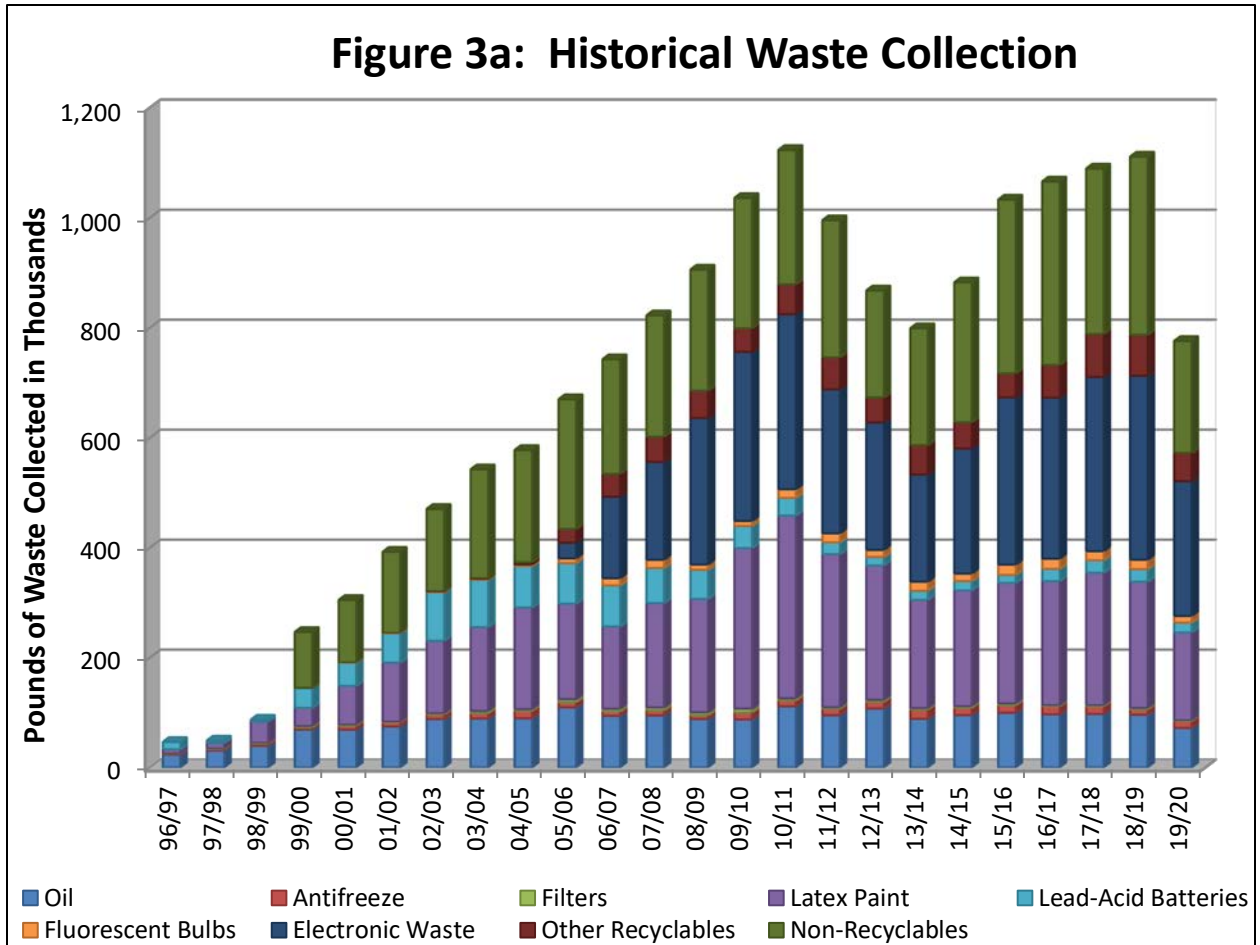
The following table shows the amount of hazardous waste collected through June 30, 2020, with the associated costs (transportation & disposal costs only, no associated labor or supplies). The pounds collected includes the weight of the container and packing material.

Description	DHHWCF Pounds Collected	Temp Event Pounds Collected	CESQG Pounds Collected	Retail Pounds Collected	Reuse Pounds Distributed	Total Pounds Disposed	Total Pounds Collected	Total Cost
Reclaimables								
Antifreeze	11,940.0	400.0	556.0		47.0	12,340.0	12,387.0	\$1,788.00
Auto Type Batteries	16,924.0	800.0	135.0			17,724.0	17,724.0	\$0.00
Latex Paint	152,603.0	4,200.0	6,646.0		3,144.0	156,803.0	159,947.0	\$0.00
Motor Oil/Oil Products	70,021.5	2,000.0	3,683.0		256.0	72,021.5	72,277.5	\$812.95
Used Oil Filters	1,041.0	200.0	109.0			1,241.0	1,241.0	\$270.00
Subtotal	252,529.5	7,600.0	11,129.0	0.0	3,447.0	260,129.5	263,576.5	\$2,870.95
Universal Waste								
Hg Containing Devices	0.0	0.0				0.0	0.0	\$0.00
Hg Containing Waste (other)	20.0	0.0				20.0	20.0	\$185.00
Fluorescent Tubes/Bulbs	12,303.0	0.0	1,951.0	3,043.0		12,303.0	12,303.0	\$15,630.10
Rechargeable Batteries	8,333.0	20.0	204.0			8,353.0	8,353.0	\$1,850.20
Other Batteries	17,431.0	620.0	2,054.0			18,051.0	18,051.0	\$13,333.85
Covered Electronic Devices	110,265.0	733.0	7,971.0			110,265.0	110,265.0	\$0.00
UWEDs	134,846.0	2,164.0	5,224.0			134,846.0	134,846.0	\$0.00
Empty Aerosol Containers	0.0	0.0				0.0	0.0	\$0.00
Other Universal Waste	0.0	0.0				0.0	0.0	\$0.00
Subtotal	283,198.0	3,537.0	17,404.0	3,043.0	0.0	283,838.0	283,838.0	\$30,999.15
Other Waste								
Home-generated Sharps	9,362.0	0.0		1,127.0		9,362.0	9,362.0	\$31,941.33
Pharmaceutical Waste	5,564.0	0.0		263.0		5,564.0	5,564.0	\$11,956.50
Compressed Gas Cylinders	14,296.0	1,045.0	211.0			15,341.0	15,341.0	\$12,446.09
Treated Wood	0.0	0.0				0.0	0.0	\$0.00
Non-UW Aerosols	20,810.0	1,625.0	753.0		115.0	22,435.0	22,550.0	\$26,736.00
Empty Drums	155.0	0.0	85.0			155.0	155.0	\$297.00
Cooking Oil	21,267.0	0.0				21,267.0	21,267.0	\$0.00
Subtotal	48,528.5	1,200.0	733.0	1,837.0	93.0	49,728.5	49,821.5	\$56,668.31
Non-Reclaimables								
Flammable Liquid/Solid	81,980.0	800.0	1,592.0		1,095.0	82,780.0	83,875.0	\$52,970.74
Bulked Flammable Liquids	12,562.0	0.0				12,562.0	12,562.0	\$4,092.00
Oil-based Paints	24,875.0	3,000.0	28.0		232.0	27,875.0	28,107.0	\$0.00
Poisons	31,936.00	1,500.0	795.0		390.0	33,436.0	33,826.0	\$39,006.00

Description	DHHWCF Pounds Collected	Temp Event Pounds Collected	CESQG Pounds Collected	Retail Pounds Collected	Reuse Pounds Distributed	Total Pounds Disposed	Total Pounds Collected	Total Cost
Reactive and Explosive	26.0	0.0				26.0	26.0	\$222.00
Acids	5,304.0	400.0	16.0		78.0	5,704.0	5,782.0	\$5,945.50
Bases	9,490.0	600.0	20.0		589.0	10,090.0	10,679.0	\$9,500.00
Oxidizers	1,696.0	300.0	83.0		317.0	1,996.0	2,313.0	\$4,282.00
PCB-containing Paint	0.0	0.0				0.0	0.0	\$0.00
Other PCB Waste	1,417.0	0.0	360.0			1,417.0	1,417.0	\$936.00
Asbestos	0.0	0.0				0.0	0.0	\$0.00
Subtotal	169,286.0	6,600.0	2,894.0	0.0	2,701.0	175,886.0	178,587.0	\$116,954.24
CESQG Revenue								(\$2,236.11)
Electronic Manifest Fees								\$798.50
Total	753,542.0	18,937.0	32,160.0	4,880.0	6,241.0	769,582.0	775,823.0	\$206,055.04

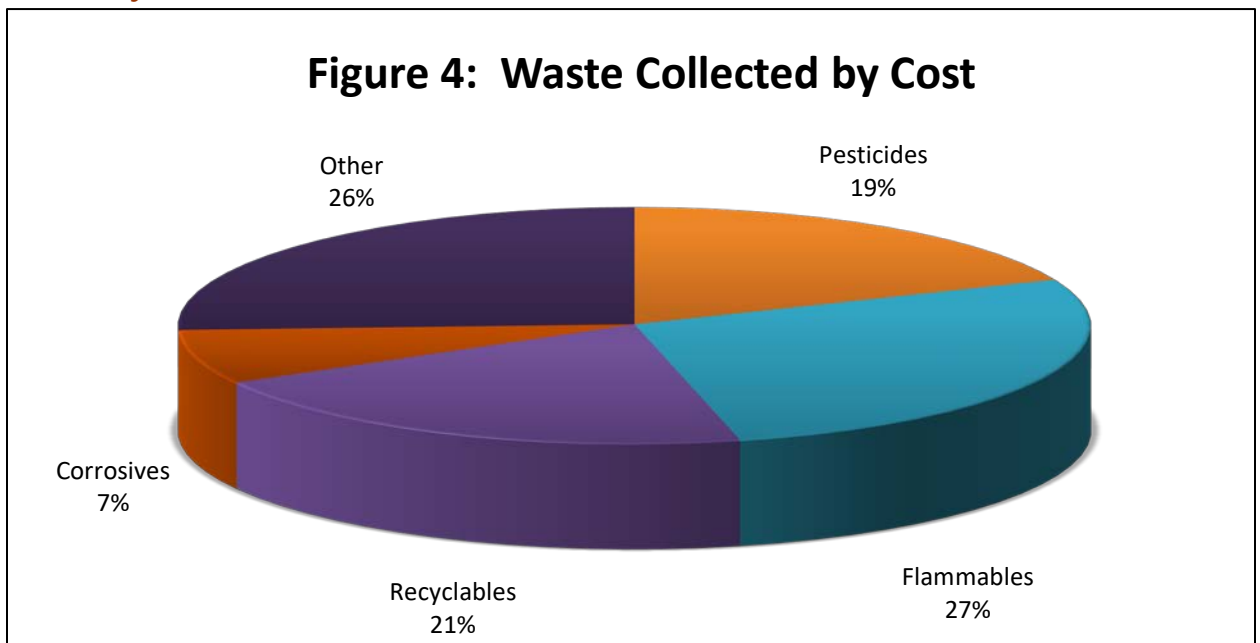
The average pounds of waste collected per vehicle was 46 pounds without e-waste and 57 pounds with e-waste (FY-To-Date).

Historical Waste Collection



COST SUMMARY

Waste by Cost



	Budget	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD	% Rem.
District Salaries & Benefits	\$208,725.00	\$47,386.10	\$54,377.48	\$47,243.18	\$52,523.50	\$201,530.26	3.45%
Transportation & Disposal	\$285,034.00	\$73,030.03	\$63,814.11	\$64,463.27	\$4,747.63	\$206,055.04	27.71%
Temp Events	\$16,852.00	\$0.00	\$6,588.00	\$0.00	\$0.00	\$6,588.00	60.91%
Contract Labor	\$180,813.00	\$46,732.50	\$37,410.00	\$39,852.00	\$0.00	\$123,994.50	31.42%
PR/Outreach	\$8,811.00	\$3,491.70	\$1,398.00	\$1,012.34	\$0.00	\$5,902.04	33.02%
Utilities	\$23,792.00	\$6,624.60	\$6,390.62	\$6,603.92	\$6,603.92	\$26,223.06	(10.22%)
Maintenance & Repairs	\$10,246.00	\$3,853.95	\$2,480.00	\$2,147.23	\$2,238.23	\$10,719.41	(4.62%)
Materials & Supplies	\$5,583.00	\$2,782.95	\$456.63	\$841.12	\$1,228.17	\$5,308.87	4.91%
Other Costs	\$7,678.00	\$0.00	\$0.00	\$5,832.93	\$(325.00)	\$5,507.93	28.26%
Total	\$747,534.00	\$183,901.83	\$172,914.84	\$167,995.99	\$67,016.45	\$591,829.11	20.83%

	Budget 19/20	Actual 18/19	Actual 19/20	% Change	Explanation
Admin Costs	\$208,725	\$197,978	\$201,530	1.79%	
T&D	\$285,034	\$305,210	\$285,034	(6.61%)	COVID-19 facility closure 3/19-6/30/20 for public safety.
Temp. Events	\$16,852	\$16,426	\$6,588	(59.89%)	Both the Oakley and the Discovery Bay events were cancelled for public safety.
Contract Labor	\$180,813	\$177,467	\$123,995	(30.13%)	COVID-19 facility closure 3/19-6/30/20
PR	\$8,811	\$7,277	\$5,902	(18.90%)	Due to facility shutdown and event suspension, additional outreach was not required.
Utilities	\$23,792	\$25,593	\$26,223	2.46%	Due to an unexpected rate increase of 3.45% during the 3 rd quarter.
Maintenance	\$10,246	\$18,217	\$10,719	(41.16%)	COVID-19 facility closure 3/19-6/30/20
Materials & Supplies	\$5,583	\$2,360	\$5,309	(55.15%)	COVID-19 facility closure 3/19-6/30/20
Other	\$7,678	\$4,407	\$5,509	25.01%	Due to CC County Ops permit 2018/19 late invoicing by County.
Total w/e-waste	\$747,534	\$754,935	\$591,829	(21.61%)	COVID-19 facility closure 3/19/20-6/30/20; Utilizing the current contract with Stericycle/CleanEarth-no revenue or expense for ewaste recycling.
Total w/o e-waste	\$747,534	\$754,935	\$591,829	(21.61%)	
With e-waste					
Pounds		1,111,089	775,823	(30.17%)	
# Cars		20,005	13,521	(32.41%)	
Cost/Car		\$37.74	\$43.77	15.98%	
Lbs/Car		56.0	57.0	1.79%	
Without e-waste					
Pounds		776,839	530,712	(31.68%)	
# Cars		17,544	11,498	(34.46%)	
Cost/Car		\$37.74	\$43.77	15.98%	
Lbs/Car		44.3	46.2	4.29%	

Operating costs are split between the cities and the County according to the usage from each area.

Entity	Budget Allocation	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD	% Rem.
Antioch	\$124,000.00	\$70,108.83	\$53,891.17	\$0.00	\$0.00	\$124,000.00	0.00%
Pittsburg	\$75,000.00	\$46,981.91	\$28,018.09	\$0.00	\$0.00	\$75,000.00	0.00%
Brentwood	\$132,014.50	\$31,435.48	\$32,183.49	\$26,055.37	\$12,463.47	\$102,137.81	22.63%
County	\$90,442.36	\$11,606.29	\$12,473.48	\$12,134.09	\$6,616.57	\$42,83.43	52.64%
Oakley	\$86,788.70	\$22,827.13	\$21,423.92	\$21,916.61	\$8,6963.07	\$74,868.73	13.74%
District	\$239,288.44	\$942.19	\$24,924.69	\$107,889.92	\$39,240.34	\$172,997.14	27.70%
Total	\$747,534.00	\$183,901.83	\$172,914.84	\$167,995.99	\$67,016.45	\$591,829.11	20.83%

The average cost per vehicle comes to \$44 per vehicle. This price includes labor, supplies, other services, and transportation and disposal (with e-waste).

Historical Costs

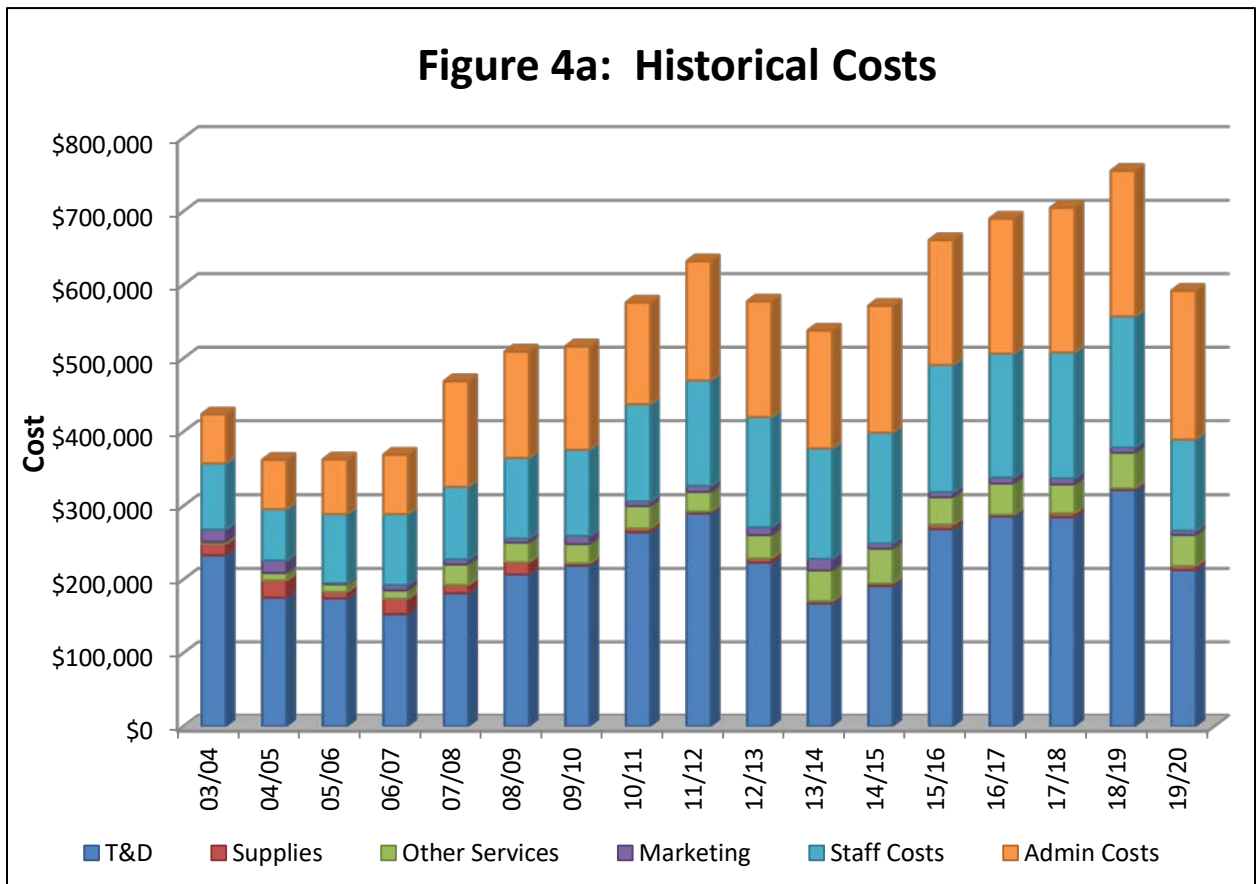
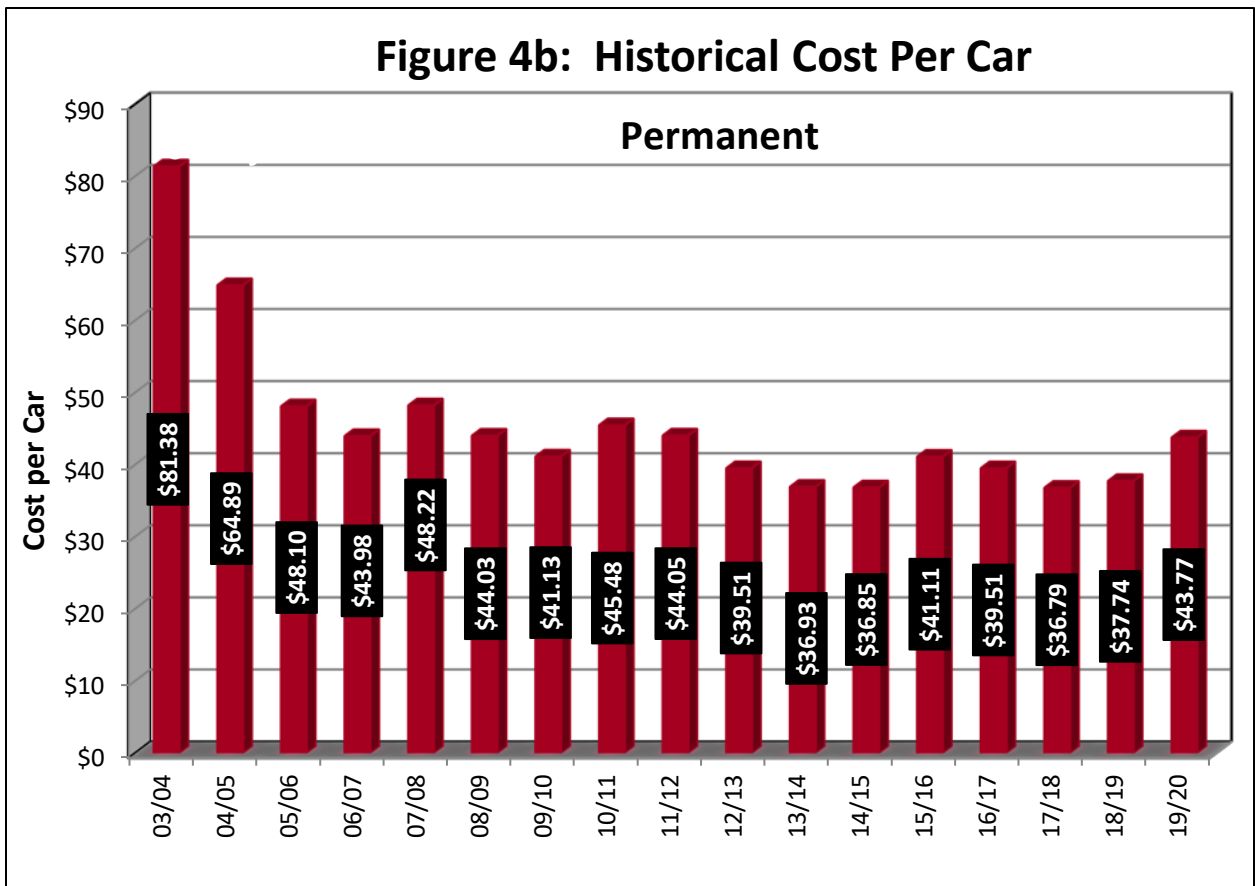


Figure 4b: Historical Cost Per Car



TEMPORARY COLLECTION EVENTS

The following table summarizes the temporary collection events for FY19/20:

Event Location EPA ID	Date	# Vehicles (prior year vehicles)	Pounds Collected	Cost
Brentwood – Transfer Station CAH 111 001 407	10/12/19	207 (237)	18,937	\$12,439.92
Oakley – Dupont Parking Lot CAH 111 001 131	05/09/20	Cancelled due to COVID-19		
Far East – Discovery Bay Elem. School CAH 111 001 174	06/20/20	Cancelled due to COVID-19		
Total		207 (237)	18,937	\$12,439.92

ITEM J

October 14, 2020

RECEIVE MONTHLY LOBBYIST REPORT DATED SEPTEMBER 2020, KEY ADVOCATES, INC., WESTERN RECYCLED WATER COALITION, PROJECT NO. 90024

RECOMMENDATION

Receive and file report.

Background Information

As lead agency for the Western Recycled Water Coalition, the District administers a contract with a lobbyist, Key Advocates, Inc. (KA), and receives a monthly summary report regarding related lobbying activities.

Analysis

Attached is the report for September 2020, which was produced by KA and distributed to members of the Western Recycled Water Coalition.

Financial Impact

None

Attachment

Monthly Report, September 2020

Reviewed by:



Brian Thomas
Engineering Services Director/District Engineer

cc: Project File No. P.90024.06.01





1701 Pennsylvania Avenue
Washington, D.C. 20006
(703)340-4666
www.keyadvocates.com

September 30, 2020

To: Western Recycled Water Coalition
From: Sante Esposito
Subject: September Monthly Report

2020 Remaining Schedule

Congress will recess at the end of this week or early next week – the House until Nov. 16 and the Senate subject to the call of the chair. Pending before the Senate is the Supreme Court nomination with hearings expected to begin on Oct. 16 and the Floor vote around Oct. 29. Given that the FY21 Continuing Resolution expires Dec. 11, there will be a lame duck session, probably lasting until the December holidays. The legislative agenda for the session will depend, to a great extent, on the results of the election, not only regarding the presidency but control of the Senate.

Infrastructure (The Congress)

The FAST Act is extended in the FY21 Continuing Resolution for one year until Sept. 30, 2021. The House Democrats have tied its enactment to a mega-infrastructure bill. The mega bill which passed the House includes \$40B for the Clean Water State Revolving Fund, \$500M for recycled water projects under the WIIN Act, a de-authorization process for inactive Title XVI projects, and \$600M for the Alternative Water Source Program. On the Senate side, the only committee to act so far on its portion of a highway bill (the Environment and Public Works committee) has not solicited input from the other committees of jurisdiction, and no bill has gone to the Floor. While there continues to be interest by all in doing an infrastructure bill, though the views on what would be in the bill differ between Republicans and Democrats, given this action on the FAST Act, the Supreme Court vacancy and the election, doing infrastructure in the lame duck session this year is challenging at best.

Infrastructure (The White House)

To review, the President's FY21 Budget has two major infrastructure components. The first is a \$810 billion, 10-year reauthorization of surface transportation programs. The second is a \$190 billion in investments across a range of infrastructure, as follows:

- **\$60 Billion for a new Building Infrastructure Great grants program:** This “mega-projects” program will focus on delivery of such projects across a range of sectors: surface transportation road, bridge, rail, transit, pipeline, landside port, and intermodal connection capital investments; lock, dam, and canal investments; drinking water and waste treatment capital investments; and energy and broadband capital investments.
- **\$50 billion for a new Moving America’s Freight Safely and Efficiently program.** This program will support projects with significant economic, mobility, and safety benefits on our strategic highway, rail, port, and waterway freight networks.
- **\$35 billion for a new Bridge Rebuilding program.** This program will make targeted investments in critical bridge infrastructure to restore them to good condition. \$12 billion will be provided for “off- system” bridges allocated via formula, and \$23 billion will be provided for larger bridges via a competitive process.
- **\$25 billion for a new Revitalizing Rural America program.** This program focuses on the needs and contributions to our economy made by rural communities and helps them deliver broadband, transportation, water and other infrastructure projects.
- **\$20 billion for a Transit State of Good Repair Sprint program.** The program will focus exclusively on rehabilitating existing transit assets (no new capacity projects).
- **\$6.5 billion for a Public Lands Infrastructure Fund.** This program would address the deferred maintenance backlog in our national parks, forests, wildlife refuges and other public lands, along with Bureau of Indian Education.

Infrastructure (Biden \$2T Infrastructure Plan: Some Highlights)

- Update roads, bridges and electric grids;
- Expand access to broadband;
- Upgrade 4 million buildings and weatherize 2 million homes over four years by providing homeowners with direct cash rebates and low-cost financing;
- Provide cities with high-quality, zero-emissions public transportation options, such as light rail networks;
- Achieve a carbon pollution-free power sector by 2035;
- Enable the creation of 1.5 million sustainable homes and housing units;
- Provide increased funding to meet long overdue clean and safe drinking water needs;
- Create union jobs in the construction industry;
- Create 1 million jobs in the auto industry and increase the demand for American-made, American-sourced clean vehicles;
- Provide consumers with rebates for trading in old, less-efficient vehicles for newer America-made vehicles;
- Construct 500,000 electric vehicle charging stations;
- Require all new American-built buses be zero-emissions by 2030; and,
- Establish new fuel economy standards to reduce pollution.

Hirono Water Legislation

Status: Per Senator Hirono’s staff, no additional information at this time on the water legislation we were told that she is working on.

S. 1932, “Drought Resiliency and Water Supply Infrastructure Act”

Status: At the request of the Energy and Natural Resources Majority staff, we contacted the offices of Committee Democratic Senators Cantwell, Stabenow, Hirono and Cortez Masto to urge support for the compromise bill as we know it and to convey that support to Senator Manchin. To review, Senator Manchin, Ranking Democrat on the Committee, has objection to moving the bill in its current form or in a proposed revised draft that attempts to resolve some of his concerns. Unfortunately, until that changes, the Senate Energy and Natural Resources Committee reports that it is unable to move the bill individually or include in a potential future package. The essence of the proposed revised draft is that the Republicans get more funding for water storage in return for the Democrats getting more funding for recycled water (\$160M over 5 years).

To review, the bill was introduced on June 20 by Senator Cory Gardner (R-CO) with cosponsors Senators Feinstein, McSally (R-AZ), Sinema (D-AZ) and Rosen (D-NV). The bill was referred to the Energy and Natural Resources Committee. McSally is the Chair of its Water and Power Subcommittee. Gardner is a member of the Subcommittee. Feinstein and Sinema are not on the Committee. As introduced, the bill would authorize for FY19-24 \$670M for surface and groundwater storage projects, \$100M for water recycling projects, and \$60M for desalination projects. It would also create a new loan program at 30-year Treasury rates for water supply projects known as the Reclamation Infrastructure Finance and Innovation Act (RIFIA). The \$150M authorized for the program would make available \$8 to \$12B in lending authority for the low interest loans. The loans would use existing criteria under the WIFIA program, with projects for funding to be recommended by the Bureau of Reclamation, and with the loans to be administered by EPA. The bill would also authorize \$140M for restoration and environmental compliance projects. The bill provides offsets, one of which is a process to de-authorize inactive water recycling projects – projects for which no Federal or sponsor funds were spent on construction in the past 10 years, with an allowance of two and one-half years to spend funds to prevent de-authorization.

H.R. 1162, the “Water Recycling Investment and Improvement Act”

Status: Included in H.R. 2, the mega infrastructure bill which passed the House. As such, the Natural Resources Committee continues to see no need at this point to move it or Huffman’s bill separately. Should H.R. 2 not move, the Committee thinks there is a real possibility that H.R. 1162 and/or the Huffman bill will then move separately.

To review, on Feb.13, Congresswoman Napolitano introduced the bill (with 17 cosponsors, now 27– all Dems). On June 13, the Subcommittee on Water, Oceans, and Wildlife (WOW) of the

Natural Resources Committee held a hearing on the bill and on March 11, the Full Committee marked it up. The bill:

- Increases the WIIN Act authorization for Title XVI from \$50 million to \$500 million
- Makes the WIIN Act Title XVI program permanent as it currently expires in 2021.
- Strikes the requirement that projects must be in drought or disaster areas
- Strikes the requirement that the projects need to be designated in an appropriations legislation
- Increase the limitation on the federal share of individual Title XVI projects from the current \$20 million in October 1996 prices to \$30 million in January 2019 prices
- Does not change the 25% Federal cost share

Huffman Omnibus Water Bill

Status: Included, as revised, in H.R. 2, see above.

To review, on January 10, Congressman Jared Huffman (D-CA-2), Chair of the Water, Oceans, and Wildlife Subcommittee of the Natural Resources Committee, unveiled a draft for comment of his omnibus water bill, the “FUTURE Drought Resiliency Act,” that includes Congresswoman Napolitano’s HR. 1162 and a section from Congressman Harder’s HR. 2473 (both also included in this monthly report). The included Napolitano language increases from \$50M to \$500M the authorization for Title XVI WIIN grants and from \$20M to \$30M the Federal share.

The included Harder language authorizes \$300M per year for a new “Water Infrastructure and Drought Solutions Fund,” of which \$100M is for ground water storage projects, \$100M for water reclamation and reuse projects, and \$100M for WaterSMART grants. Because it will take years for revenues (they would come from the existing reclamation fund) to reach the \$300M level, the authorizations are for FY2030-2060.

Other provisions in the draft -

- \$750M for storage projects
- \$240 for desalination projects
- \$100M for disadvantaged communities without adequate drinking water
- Various technology provisions
- Various ecosystem protection provision

DeFazio H.R.1497, the “Water Quality Protection and Job Creation Act of 2019.”

Status: The bill was reported on Sept. 4. No decision yet as to separate Floor consideration or in WRDA conference.

To review, on March 10 Chair DeFazio, Subcommittee Chair Napolitano, and Representatives Don Young and John Katko introduced the above bill (now with 57 cosponsors) which was amended in markup to authorize \$14B over the next five fiscal years for the CWSRF, \$1.125B

for overflow and sewer grants, \$1.295B for state water pollution control programs, \$110M for innovative water grants, and \$150M for alternative water source projects. A Coalition support letter was submitted.

Senate WRDA Bills

Status: Still tied up with strategy on the highway bill and infrastructure.

To review, on May 6, the Senate Environment and Public Works Committee reported two water bills – S. 3591, the “America’s Water Infrastructure Act of 2020” (AWIA) and S. 3590, the “Drinking Water Infrastructure Act of 2020.” The two bills are intended to form the Senate 2020 WRDA bill. There are two bills because of the split jurisdiction in the House - AWIA is a Corps of Engineers/clean water bill which is under the jurisdiction of the House T&I Committee; the Drinking Water bill falls under the jurisdiction of the House Energy and Commerce Committee.

Highlights on both bills -

- \$25M for FY 2022-2024 for the Alternative Water Source Grants Program - the DeFazio bill authorizes \$75M for each of 5 fiscal years;
- \$2B in FY 2022, \$2.5B in FY 2023 and \$3B in FY 2024 for the Clean Water SRF (subject to scorekeeping and offsets if necessary) - the DeFazio bill authorizes \$14B over 5 fiscal years;
- Reauthorization and expansion of the Drinking Water Infrastructure Risk and Resiliency Program (\$10M for FY 2022-2024 of the Drinking Water bill), and the creation of a companion \$15M for FY2022-2024 program for clean water systems;
- \$250M for FY 2021-2022 for reauthorization of the Sewer Overflow and Stormwater Reuse Grant Program - the DeFazio bill authorizes \$225M for each of five fiscal years;
- \$50M for WIFIA for FY 2022-2024;
- No authorizations for the Safe Drinking Water SRF as that was re-authorized and increased last Congress;
- No funds for the Title XVI WIIN grant program as that falls under the jurisdiction of the Senate Energy and Natural Resources Committee;

House WRDA Bill

Status: On July 29, the House passed H.R. 7575, the “Water Resources Development Act of 2020.”

The bill is a Corps of Engineers bill only. No other water programs included such as reauthorization of the CWSRF. The Senate bills, already reported from committee, include non-Corps items (see above). However, of interest is H.R. 1497 (also above) which, while a separate bill, will probably link up with the House WRDA bill as it goes to conference, thereby creating a situation where reauthorization of the CWSRF etc. have a good chance of happening. See links to House WRDA bill:

Section-by-Section:

<https://transportation.house.gov/imo/media/doc/WRDA%202020%20Section%20by%20Section%20Final.pdf>

Fact Sheet:

https://transportation.house.gov/imo/media/doc/WRDA%202020%20Fact%20Sheet_FINAL-2.pdf

Current law expires Sept. 30 of this year. Goal is to re-authorize the program this year to keep it on a two-year cycle.

FY21 Continuing Resolution (CR)

A bipartisan CR extending funding for the government through Dec 11 will pass this week. Most programs are funded at the FY20 levels at a prorated basis (there is increased funding for farmers because of COVID) including Corps of Engineers programs, the CWSRF (at \$1.6B), and the SDWSRF (at \$1.3B). A one-year extension of the FAST Act is also included.

House FY21 “Water” Appropriations Updates

The House has passed all of the FY21 appropriations bills in the form of minibuses. One such bill, H.R. 7608 which includes the State, Ag, Interior, Military and Veterans bill, passed on July 24. Included in the Interior bill are \$1.639B for the CWSRF and \$1.126B for the SDWSRF – both the FY20 enacted levels. The President’s budget proposed \$1.119B for the CWSRF and \$863.2M for the SDWSRF. Another minibus - H.R. 7617 - includes the Energy and Water bill at \$63.665M for Title XVI, of which \$11.791M is for the WIIN Grant program, and \$60M for WaterSMART.

Senate FY21 Appropriations Bills

No action to date.

WIIN Grants

No change since the last report. FY19 awardees are still at OMB. The current plan is to apply the FY20 \$20M appropriations to the FY19 awardees – add more to what they would get from FY19 allocations only, transmit to Congress for inclusion in the appropriations bill in the next month or so and then focus on FY21 in late summer or early fall.

Bill Tracking 116th Congress (2019-2020)

NOTE: the summary of bills will appear only once but can be made available as requested.

S.40 — Bureau of Reclamation Transparency Act

Sponsor: Sen. Barrasso, John [R-WY] (Introduced 01/08/2019) Cosponsors: (1) Committees: Energy and Natural Resources

S.611 — Water Affordability, Transparency, Equity, Reliability Act of 2019

Sponsor: Sen. Sanders, Bernard [I-VT] (Introduced 02/28/2019) Cosponsors: (2, now 3)

Committees: Environment and Public Works

H.R.1764 — To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.

Sponsor: Rep. Garamendi, John [D-CA-3] (Introduced 03/14/2019) Cosponsors: (8, now 10)

Committees: House - Transportation and Infrastructure

H.R.5628 — Clean Water Allotment Modernization Act

Sponsor: Rep. Waltz, Michael [R-FL-6] (Introduced 01/16/2020) Cosponsors: (8)

Committees: House - Transportation and Infrastructure

S.3211 — Clean Water Allotment Modernization Act

Sponsor: Sen. Rubio, Marco [R-FL] (Introduced 01/16/2020) Cosponsors: (1)

Committees: Senate - Environment and Public Works

S.3160 — Affordable Safe Drinking Water Act of 2020

Sponsor: Sen. Warren, Elizabeth [D-MA] (Introduced 01/08/2020) Cosponsors: (1)

Committees: Senate - Environment and Public Works

H.R.5539 — Clean Water Standards for PFAS Act of 2020

Sponsor: Rep. Pappas, Chris [D-NH-1] (Introduced 01/03/2020) Cosponsors: (13)

Committees: House - Transportation and Infrastructure

H.R.5513 — Affordable Safe Drinking Water Act of 2019

Sponsor: Rep. Kennedy, Joseph P., III [D-MA-4] (Introduced 12/19/2019) Cosponsors: (8)

Committees: House - Energy and Commerce; Transportation and Infrastructure

H.R.5445 — Critical Infrastructure Act of 2019

Sponsor: Rep. Stewart, Chris [R-UT-2] (Introduced 12/17/2019) Cosponsors: (6)

Committees: House - Natural Resources

H.R.5361 — Safe Drinking Water Assistance Act of 2019

Sponsor: Rep. Blunt Rochester, Lisa [D-DE-At Large] (Introduced 12/09/2019) Cosponsors: (1)

Committees: House - Energy and Commerce; Science, Space, and Technology

H.R.4780 — National Infrastructure Investment Corporation Act of 2019

Sponsor: Rep. Carbajal, Salud O. [D-CA-24] (Introduced 10/22/2019) Cosponsors: (0)

Committees: House - Transportation and Infrastructure

H.R.4687 — SMART Infrastructure Act

Sponsor: Rep. Rouda, Harley [D-CA-48] (Introduced 10/16/2019) Cosponsors: (3, now 5)

Committees: Transportation and Infrastructure; Science, Space, and Technology; Agriculture; Energy and Commerce

S.352 — BUILD Act

Sponsor: Sen. Cornyn, John [R-TX] (Introduced 02/06/2019) Cosponsors: (1)
Committees: Finance Increases from \$15 billion to \$20.8 billion the national limitation on the amount of tax-exempt highway or surface freight transfer facility bonds.

H.R.180 — Build America Act of 2019

Sponsor: Rep. Hastings, Alcee L. [D-FL-20] (Introduced 01/03/2019) Cosponsors: (7, now 12)
Committees: Transportation and Infrastructure and Ways and Means Directs the Department of Transportation (DOT) to carry out a national infrastructure investment grant program for capital investments in surface transportation infrastructure. Projects eligible for funding under the program include, at a minimum, highway and bridge projects, public transportation projects, passenger and freight rail transportation projects, and port infrastructure investments. In distributing grants under the program, DOT shall ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and investment in a variety of transportation modes. At least 20% of grant funds must be set aside for projects in rural areas. The bill amends the Internal Revenue Code to: (1) establish a National Infrastructure Investment Trust Fund, and (2) increase the tax on gasoline other than aviation gasoline and on diesel fuel or kerosene.

S.146 — Move America Act of 2019

Sponsor: Sen. Hoeven, John [R-ND] (Introduced 01/16/2019) Cosponsors: (1)
Committees: Finance Allows tax exempt Move America bonds and Move America tax credits to be used for certain infrastructure projects. A Move America bond is treated as a tax-exempt private facility bond with certain exceptions. At least 95% of the net proceeds from the issuance of the bond must be used for infrastructure projects. The bill specifies exceptions and modifications to existing rules for bonds regarding land acquisition, government ownership, rehabilitation expenditures, and the alternative minimum tax. The bonds are subject to a volume cap equal to 50% of a state's current private activity bond volume cap. States may exchange all or a portion of the volume cap for Move America tax credits to be allocated to taxpayers. The credits include (1) an equity credit for a portion of the basis of each qualified facility; and (2) an infrastructure fund credit for investments in qualified infrastructure funds, including a state infrastructure bank, a water pollution control revolving fund, or a drinking water treatment revolving loan fund.

H.R.658 — National Infrastructure Development Bank Act of 2019

Sponsor: Rep. DeLauro, Rosa L. [D-CT-3] (Introduced 01/17/2019) Cosponsors: (60, now 61)
Committees: Energy and Commerce, Transportation and Infrastructure, Financial Services and Ways and Means

S.353 — RAPID Act

Sponsor: Sen. Cornyn, John [R-TX] (Introduced 02/06/2019) Cosponsors: (1)
Committees: Environment and Public Works This bill revises the transportation infrastructure finance and innovation (TIFIA) program to (1) require program applicants to obtain investment grade ratings from at least two credit rating agencies, unless the federal credit instrument is less than \$150 million (currently, less than \$75 million), in which case one rating will suffice; (2) require the Department of Transportation (DOT) to implement an expedited decision timeline for

public agency borrowers seeking secured loans; and (3) require DOT to publish status reports on program applications on the TIFIA website.

S.403 — IMAGINE Act

Sponsor: Sen. Whitehouse, Sheldon [D-RI] (Introduced 02/07/2019) Cosponsors: (5, now 7)
Committees: Environment and Public Works. Encourages the use of innovative construction materials and techniques to accelerate the deployment, extend the service life, improve the performance, and reduce the cost of domestic transportation and water infrastructure projects.

H.R.228 — Increase Transportation Alternatives Investment Act of 2019

Sponsor: Rep. Velazquez, Nydia M. [D-NY-7] (Introduced 01/03/2019) Cosponsors: (2) Committees: Transportation and Infrastructure Directs the Department of Transportation (DOT) to ensure that states give preference under the Surface Transportation Block Grant Program to eligible projects that (1) are located in areas that are undergoing extensive repair or reconstruction of transportation infrastructure, including federal-aid highways, federally owned roads open for public travel, passenger rail facilities, and public transportation facilities; and (2) will provide transportation alternatives related to the closure of transportation infrastructure in such areas. DOT shall (1) carry out a competitive grant program to support community efforts to invest in transportation alternatives; and (2) give preference in awarding grants to projects located in such areas. Entities eligible for grants include state and local governments, metropolitan planning organizations, and rural planning organizations.^[1]_[SEP]

H.R.880 — Surface Transportation Investment Act of 2019

Sponsor: Rep. Brownley, Julia [D-CA-26] (Introduced 01/30/2019) Cosponsors: (1)
Committees: Ways and Means and Transportation and Infrastructure. This bill limits or repeals certain tax benefits for major integrated oil companies, including (1) the foreign tax credit for companies that are dual capacity taxpayers, (2) the tax deduction for intangible drilling and development costs, (3) the percentage depletion allowance for oil and gas wells, and (4) the tax deduction for qualified tertiary injectant expenses.
The bill modifies the definition of "major integrated oil company" to include certain successors in interest that control more than 50% of the crude oil production or natural gas production of the company. The bill establishes a Transportation Block Grant Fund and appropriates to the fund amounts equal to the increase in revenues as a result of this bill. The funds must be used for making grants under the Surface Transportation Block Grant Program.

S.1518 — Rebuild America Now Act

Sponsor: Sen. Sullivan, Dan [R-AK] (Introduced 05/16/2019) Cosponsors: (4)
Committee: Environment and Public Works. To improve the processes by which environmental documents are prepared and permits and applications are processed and regulated by Federal departments and agencies, and for other purposes.

H.R.3134 — To direct the Secretary of Transportation to assist States to rehabilitate or replace certain bridges, and for other purposes. Sponsor: Rep. Langevin, James R. [D-RI-2] (Introduced 06/05/2019) Cosponsors: (2) Committee: Transportation and Infrastructure. To direct the Secretary of Transportation to assist States to rehabilitate or replace certain bridges,

and for other purposes.