



**REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

Wednesday, May 19, 2021, 6:00 p.m.

Due to Shelter in Place Orders, this meeting will be conducted via teleconference.

Meeting participants and the public may participate through computer video and audio by clicking on the following link:

<https://us02web.zoom.us/j/83531133920>

We recommend using your full name to log in for the meeting for ease of identification and recordkeeping purposes.

Meeting ID: 835 3113 3920

**One tap mobile if using audio only from a telephone and not a computer
+1 669 900 9128 83531133920# US (San Jose)**

See below for additional info on participation procedures.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Order of Agenda/Acknowledgement of Posting**
(The agenda may be re-ordered by motion of the Board. The agenda has been posted virtually on the Agency's website and, to the extent possible under the circumstances, physically in the display case outside the DSRSD Building, Pleasanton City Hall and Livermore City Hall at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.)
- 5. Public Comment**
(See text in box below for information on how to observe and submit public comments.)
- 6. Consent Calendar**
(All items on the Consent Calendar will be considered together by one or more action(s) of the Board unless a Board member pulls an item.)

Pages 5 – 9

6.a. Board Meeting Minutes of February 17, 2021

(The Board will consider approving the minutes from the February 17, 2021 Board meeting.)

- | | |
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| Action
Pages 10 – 11 | 7. Annual Board Rotation – Elect Chair and Vice Chair for FY2021/22
(The Board will elect a Chair and Vice Chair for FY2021/22.) |
| Information
Pages 12 – 18 | 8. Financial Reporting for the Fiscal Year Ending June 30, 2021
(The Board will review the Financial Reports for the Fiscal Year ending June 30, 2021.) |
| Information
Pages 19 – 33 | 9. Status Report on LAVWMA Debt Refinancing
(The Board will be updated on the status of LAVWMA’s debt refinancing.) |
| Resolution
Pages 34 – 41 | 10. Resolution Approving a Debt Management Policy
(The Board will consider a Resolution approving a Debt Management Policy related to debt refinancing.) |
| Resolution
Pages 42 – 51 | 11. Resolution Approving Disclosure Policies and Procedures
(The Board will consider a Resolution approving Disclosure Policies and Procedures related to debt refinancing.) |
| Information
Pages 52 – 76 | 12. LAVWMA Quarterly Report of Operations, 3rd Quarter, FY2020-2021
(The Board will review the Quarterly Report of Operations, 3rd Quarter, FY2020-2021.) |
| Action Pages
77 – 109 | 13. Proposed Operating and Capital Budget for Fiscal Year 2021/22
(The Board will consider approving the Proposed Operating and Capital Budget for Fiscal Year 2021/22.) |
| Resolution

Pages 110 – 180 | 14. Approval of Amended and Restated Master Agreement between East Bay Dischargers Authority and Livermore-Amador Valley Water Management Agency
(The Board will consider approving the Amended and Restated Master Agreement which governs the terms of LAVWMA’s use of capacity of the East Bay Dischargers Authority discharge system. The new agreement will extend the current agreement with specified amendments for a 20-year term.) |
| Resolution

Pages 181 – 190 | 15. Approval of Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities with DSRSD
(The Board will consider approving Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities which governs the terms of operation of LAVWMA Facilities by Dublin San Ramon Services District. The amendment relates to indemnification.) |
| Information

Pages 191– 198 | 16. Project Status Reports - Risk Analysis of the Pump Station / Failure Analysis of the Forcemain System Project and Engineering Services for the Motor Control Center Replacement Project
(The Board will receive status reports on two projects at the Export Pump Station.) |
| Information
Pages 199 – 206 | 17. Update and Response to Various Legal and Legislative Issues
(The Board will receive a report regarding proposed legislation and legal developments affecting LAVWMA and its member agencies.) |
| Information
Pages 207 – 214 | 18. General Manager’s Report
(The Board will review the General Manager’s Report regarding the operations and maintenance of the Agency and its facilities.) |

Information 19. Matters From/For Board Members

(Board members may make brief announcements or reports on his or her own activities, pose questions for clarification, and/or request that items be placed on a future agenda. Except as authorized by law, no other discussion or action may be taken.)

20. Next Regular Board Meeting, Wednesday, August 18, 2021, 6:00 p.m.

21. Order of Adjournment to Wednesday, July 21, 2021, 6:00 p.m.

IMPORANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Due to shelter in place mandates issued by the Governor in Executive Order 33-20 and the County Public Health Officer, to minimize the spread of the coronavirus, please note the following changes to LAVWMA's ordinary meeting procedures:

- LAVWMA's facilities are not open to the public during this emergency.
- The meeting will be conducted via teleconference. (See Executive Order 29-20)
- All members of the public seeking to observe and/or to address the Board may participate in the meeting telephonically in the manner described below.

HOW TO PARTICIPATE IN THE MEETING:

For both audio and video through a computer, click on the following link:

<https://us02web.zoom.us/j/88372038419> Meeting ID: 883 7203 8419

For audio only via telephone, dial 1 669 900 9128 then enter the following code 88372038419#

NOTE: This is a public meeting that can be heard live by any member of the public. It may be recorded to facilitate taking meeting minutes.

HOW TO SUBMIT PUBLIC COMMENTS:

Written / Read Aloud: Please email your comments to info@lavwma.com, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three (3) minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 12:00 PM the day of the meeting will be included as an agenda supplement on LAVWMA's website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as concurrent comments.

Concurrent Comments: During the meeting, the Board Chair or designee will announce the opportunity to make public comments and identify the cut off time for submission. A short recess (generally less than 5 minutes) will take place during the time public comment is open to allow the comments to be collected, unless it is clear no member of the public is participating. Please email your comments to info@lavwma.com, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should

LAVWMA Regular Meeting of May 19, 2021

contact Chuck Weir, General Manager, as soon as possible but at least 72 hours before the meeting at (925)-875-2202 or info@lavwma.com. Advanced notification will enable LAVWMA to swiftly resolve such requests to ensure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated LAVWMA's website located at http://lavwma.com/agency_meetings.php as the place for making those public records available for inspection. The documents may also be obtained by contacting the General Manager.

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LAVWMA
Livermore-Amador Valley Water Management Agency
DRAFT
Minutes

Regular Meeting of Board of Directors
Wednesday, February 17, 2021

Due to Shelter in Place Orders, this was a web meeting available to participants and the public through the following link: <https://us02web.zoom.us/j/88372038419>.

6:00 p.m.

1. Call to Order

Chair Bob Woerner called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

Due to this being a Zoom meeting the Pledge of Allegiance was waived.

3. Roll Call

Board Members Present: Chair Bob Woerner; Vice Chair Ann Marie Johnson, Directors Jack Balch, Gina Bonanno, Arun Goel, and Julie Testa

Board Members Absent: None

Staff Present: General Counsel Alexandra Barnhill, General Manager Chuck Weir, Treasurer Carol Atwood, DSRSD Operations Superintendent Levi fuller, and Recording Secretary Lorrene Salazar

Staff Absent: None

Others Present: Bob Carlin, Alternate Director, City of Livermore; Jan Lee, DSRSD; Helen Ling and Yanming Zhang, City of Livermore; Daniel Repp, City of Pleasanton; Jackie Zipkin, East Bay Dischargers Authority

Introductions

Since there were three new Board members, Chair Woerner asked that everyone in attendance introduce themselves by identifying their agency, position, and a brief bio. Chair Woerner announced that this would be his last meeting and that he would become the alternate and Bob Carling would become the new Director. Helen Ling also announced that this would be her last meeting as she would be retiring in April. Both Chair Woerner and Ms. Ling were thanked for their service over the years to LAVWMA.

4. Order of Agenda

There were no changes to the order of the agenda.

5. Comments from the Public

There were no comments from the public.

6. Consent Calendar

- a. Minutes of November 18, 2020 LAVWMA Board Meeting

Director Johnson motioned, seconded by Director Testa to approve Consent Calendar Item No. 6.a.

There were no comments from the public. The Motion passed with four ayes and two abstentions (4-0-2) by a roll call vote. Directors Balch and Bonanno abstained.

7. Financial Reporting for the Fiscal Year Ending June 30, 2020

Treasurer Atwood discussed the financial statement and noted that expenses were tracking as expected. Administrative expenses are higher than normal due to the EBDA negotiations and the NPDES permit renewal.

This was an information item requiring no action by the Board.

8. Status Report on LAVWMA Debt Refinancing

Treasurer Atwood discussed LAVWMA's debt and the process for refinancing the debt to get a lower interest rate. The debt is \$53 million at 5%. In August 2021, the debt can be refinanced at a rate of between 3.5 – 5%. Projected savings are \$14 million. The process starts in April 2021. Director asked if there were cash out options. Treasurer Atwood responded that the financial advisor would look at all possibilities. Director Balch asked if there was a go / no go date in case interest rates rise to the point that refinancing would not make sense. Treasurer Atwood responded that the financial advisor would rerun the analysis in April and the refunding would be reevaluated at that time. She also indicated that an updated report would be presented at the May 19, 2021 Board meeting.

This was an information item requiring no action by the Board.

9. LAVWMA Quarterly Reports of Operations, 1st Quarter, FY2020-2021

General Manager Weir reviewed the contents of the report for the benefit of the new Board members. The Board noted that costs were normal and there were no major equipment issues. Director Bonanno asked about the 1,600 MPN/100mL fecal coliform value on November 25, 2020 and whether that is a compliance issue. Mr. Weir indicated that the limit is a geometric mean of 500 for all samples in a calendar month and an 11 sample 90th percentile of 1,100, and the single high value is not an issue.

In addition, Board members expressed interest in taking a tour of the LAVWMA facilities. Mr. Weir stated that he would reach out to Board members and schedule tours as needed.

This was an information item requiring no action by the Board.

10. Project Status Reports – Risk Analysis of the Pump Station / Failure Analysis of the Forcemain System and Engineering Services for the Motor Control Center Replacement Project

Mr. Weir discussed both projects in some detail for the benefit of the new Board members. The MCC replacement project is proceeding on schedule. He also discussed the electrical energy cost analysis that will help DSRSD Operations staff manage the pump station under the new time of use rate structure for PG&E costs that becomes effective March 1, 2021.

Mr. Weir then discussed the pump station risk analysis project and the consultant's analysis of needed improvements for the San Leandro Sample Station (SLSS). The original project estimate was \$175,000 and that was approved in the FY20/21 Budget. The consultant's analysis has determined that many additional items need replacing and or upgrading to achieve the goals of automating the emergency discharges to San Lorenzo Creek. The revised cost is \$570,000 including all equipment, installation, testing, engineering services, construction management, and LAVWMA/DSRSD staff time.

Mr. Weir also noted that during the discussion with the Regional Water Board on the revision of the NPDES permit the question of addressing sea level rise at the SLSS was raised and needs to be addressed in the permit. As a consequence, an additional \$100,000 is needed in the SLSS improvements project. This will cover the following: 1) confirmation that sea level rise is an issue, 2) design of a long term solution, and 3) construction of said solution. Thus the project cost is now \$670,000 and is to be considered by the Board in Agenda Item No. 12, Modification No. 2 to the Operating and Capital Budget for Fiscal Year 2020/21.

This was an information item only requiring no action by the Board.

11. Status Report on Negotiations with East Bay Dischargers Authority for a New Master Agreement and Consideration of Approval of a Term Sheet as the Basis of a New Master Agreement

General Manager Weir and General Counsel Barnhill highlighted the process of the negotiations with EBDA, the three extensions of the current agreement, and the terms and conditions of the Term Sheet that has now been accepted by both EBDA and LAVWMA staffs and their respective Ad Hoc Committees. Mr. Weir thanked Chair Woerner and Vice Chair Johnson for their efforts to reach consensus on the Term Sheet. Both Chair Woerner and Vice Chair Johnson thanked staff for their efforts and recommended that the Board approve the Term Sheet. Mr. Weir noted that the intent was to bring a new Master Agreement to the Board for approval at the May 19, 2021 Board meeting.

Mr. Weir noted that the new Master Agreement would be retroactive to July 1, 2020 and that would increase the costs for EBDA for the current fiscal year by approximately \$138,000 due to the increased fixed cost percentage and additional dechlorination costs.

Director Testa motioned, seconded by Vice Chair Johnson to approve the revised Term Sheet to serve as the basis for a new Master Agreement between EBDA and LAVWMA.

There were no comments from the public. The Motion passed unanimously (6-0) by a roll call vote.

12. Modification No. 2 to the Operating and Capital Budget for Fiscal Year 2020/21

Mr. Weir noted that this budget modification was to 1) increase the SLSS improvements project from \$175,000 to \$670,000, which would not increase costs to the member agencies and 2) increase costs for EBDA by \$138,000 which would increase the member agency costs.

Director Balch motioned, seconded by Director Bonanno to approve Modification No. 2 to the Operating and Capital Budget for Fiscal Year 2020/21.

There were no comments from the public. The Motion passed unanimously (6-0) by a roll call vote.

13. Update and Response to Various Legal and Legislative Issues

Mr. Weir and Ms. Barnhill highlighted several legislative and legal issues described in the report. Mr. Weir noted that the BACWA Key Issues Summary is a very useful document to keep treatment plant managers informed. He indicated that he would be happy to provide additional information to any Board members that were interested.

This was an information item only requiring no action by the Board.

14. General Manager's Report

Mr. Weir referred to the list of issues and activities in his report. Mr. Weir highlighted Records Management, Asset Management, and the NPDES Permit renewal process. Director Bonanno expressed her support for the asset management program.

This was an information item only requiring no action by the Board.

15. Matters From/For Board Members

There were no matters from the Board.

16. Closed Session

There being no further business before the Board, Chair Woerner adjourned the Regular Session at 7:30 p.m. General Counsel Barnhill stated that the Board was going to meet in closed session for a conference with Legal Counsel for:

- a. Public Employee Performance Evaluation
(Government Code Section 54957) – Title: General Manager
- b. Conference with Labor Negotiator
(Government Code Section 54957.6)
Unrepresented employee: General Manager

No members of the public were present, and no one was left in the main meeting room during the closed session.

17. Report from Closed Session

At 8:28 p.m. the Board returned from Closed Session. Mr. Weir closed the Zoom Breakout Room and participants returned to the initial Zoom meeting. General Counsel Barnhill reported that the Board provided informal feedback on the General Manager's performance and that she

would draft a letter to be signed by the Chair. Board members indicated that out going Chair Woerner should review and sign the letter.

18. Third Amendment to the Agreement for General Management Services with Charles V. Weir, dba Weir Technical Services

Chair Woerner motioned, seconded by Director Testa to approve Resolution 21-01 amending the Agreement for General Management Services with Charles V. Weir. The motion included direction for Mr. Weir to develop a succession plan for his planned retirement in 2024.

There were no comments from the public. The Motion passed unanimously (6-0) by a roll call vote.

19. Next Regular Board Meeting, Wednesday, May 19, 2021 at 6:00 p.m. The meeting will likely still be a Zoom meeting.

20. Adjournment

There being no further action, Chair Woerner adjourned the meeting at 8:31 p.m.

Minutes Approved by the Board _____.

Charles V. Weir
General Manager

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ITEM NO. 7 ANNUAL BOARD ROTATION – ELECT CHAIR AND VICE CHAIR FOR FY2021/22

Action Requested

Nominate and Elect a Chair and Vice Chair for FY2021/22.

Summary

At the start of each fiscal year, the LAVWMA Board has traditionally rotated each member agency through the Chair and Vice Chair positions. During FY2020/21, Bob Woerner of Livermore was serving as Chair and Ann Marie Johnson of DSRSD was serving as Vice Chair. When Bob Woerner was elected Mayor of Livermore last November, he resigned as Chair during the February 17, 2021 Board meeting. He appointed Bob Carling, Livermore Alternate, and Gina Bonanno as the LAVWMA Board members and appointed himself to be the Alternate. As a result of Chair Woerner stepping down, Anne Marie Johnson will act as the Chair of LAVWMA for the final Board meeting of FY2020/21. For Fiscal year 2021/22, in following with this customary rotation, it would be appropriate for the next Chair to be from DSRSD and the Vice Chair to be from Pleasanton.

Staff does not usually get involved in this issue, other than to maintain the list of Past Officers. However, since the Board has four new Directors: two from Livermore and one each from Pleasanton and DSRSD, some guidance on this issue may be appropriate. It is staff's recommendation that in order to maintain continuity and build on prior experience with LAVWMA, Ann Marie Johnson, DSRSD, should be elected Chair, and Julie Testa, Pleasanton, should be elected Vice Chair.

Following is a list of LAVWMA's Past Officers:

Fiscal Year	Chair	Vice Chair
2010/11	Pleasanton – Sullivan	Livermore – Horner
2011/12	Livermore – Horner	DSRSD – Benson
2012/13	DSRSD – Benson/Vonheeder-Leopold	Pleasanton – Thorne
2013/14	Pleasanton – Thorne	Livermore – Marchand
2014/15	Livermore – Marchand	DSRSD – Halket
2015/16	DSRSD – Benson/Duarte	Pleasanton – Pentin
2016/17	Pleasanton – Pentin	Livermore – Woerner
2017/18	Livermore – Woerner	DSRSD – Misheloff
2018/19	DSRSD – Misheloff	Pleasanton – Pentin
2019/20	Pleasanton – Pentin	Livermore – Woerner
2020/21	Livermore, Woerner	DSRSD, Johnson
2021/22	DSRSD	Pleasanton

Page 2

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

Recommendation

Nominate and elect a Chair and Vice Chair for FY2021/22. This action requires a majority vote of the Directors present pursuant to Section 7.5 of the LAVWMA Joint Powers Agreement. The new positions will be effective July 1, 2020.

Attachments

None

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 8 FINANCIAL REPORTING FOR THE FISCAL YEAR ENDING JUNE 30, 2021

Action Requested

None at this time. This is an information item only.

To: LAVWMA Board of Directors

From: Carol Atwood, LAVWMA Treasurer

Subject: Financial Reporting for FYE 2021

Summary

Attached are the financial statements for the period July 1, 2020 through March 31, 2021.

Attachments

Schedule of Sub Fund Account Activity – Shows the income and expense transactions for LAVWMA in each fund. Most of LAVWMA’s activity will be in the Operations & Maintenance fund.

Schedule of Sub Fund Account Balance Sheets– Shows the assets and liabilities of LAVWMA in each of its funds.

O&M Fund Budget vs. Actual – Shows the status of the budget to actual expenses for the O&M Fund for the period July 1, 2020 through March 31, 2021 and period July 1, 2019 through March 31, 2020.

Treasurer’s Report – A report showing how LAVWMA’s available cash is invested.

General Management Expenses Listing – All general LAVWMA invoices are approved by the LAVWMA GM and Treasurer prior to payment by DSRSD. Those invoices are summarized and are billed to LAVWMA on a monthly basis via the DSRSD bill to LAVWMA. This listing is supplemental information requested by the LAVWMA General Manager to show the vendor, description, and amount of each invoice in more detail.

Recommendation

None at this time. This is an information item only.

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
SCHEDULE OF SUB FUND ACCOUNT BALANCE SHEETS
July 2020 through March 2021

	Operation & Maintenance	EBDA Capacity	2011 Debt Service	Repair and Replacement Reserve			Total
				Joint-use Replacement	Dual-use Replacement	Sole-use Replacement	
ASSETS							
Cash and equivalents	\$ 619,783	\$ -	\$ 26,848	\$ 505,243	\$ 12,102	\$ 9,090	\$ 1,173,066
Investments	490,021	-	30,340	15,713,277	431,478	1,614,357	18,279,474
Investments (LAIF FMV Adj)	5,201	-	12,744	63,294	1,692	6,215	89,146
Service Charge Receivable		-			-	-	-
Due from members	587,415	-	-	-	-	-	587,415
Capital Assets, net of accumulated depreciation	-	3,030,305	-	100,372,962	52,920	3,584,152	107,040,339
Total assets	1,702,419	3,030,305	69,933	116,654,776	498,192	5,213,814	127,169,439
LIABILITIES							
Accounts payable	236,485	-	-	118,693	-	-	355,178
Due To Members	152,790	-	-	-	-	-	152,790
Interest payable	-	-	1,424,469	-	-	-	1,424,469
Long-term debt	-	-	-	-	-	-	-
Bond issuance premium, net of amortization	-	-	4,674,193	-	-	-	4,674,193
Due within one year	-	-	4,705,000	-	-	-	4,705,000
Due in more than one year	-	-	69,360,000	-	-	-	69,360,000
Total liabilities	389,275	-	80,163,662	118,693	-	-	80,671,630
NET ASSETS							
Invested in capital assets, net of related debt	-	3,030,305	(78,739,193)	100,372,962	52,920	3,584,152	28,301,146
Unrestricted net assets	1,313,144	-	(1,354,537)	16,163,120	445,271	1,629,662	18,196,663
Total net assets	\$ 1,313,144	\$ 3,030,305	\$ (80,093,730)	\$ 116,536,082	\$ 498,191	\$ 5,213,814	\$ 46,497,809

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
SCHEDULE OF SUB FUND ACCOUNT ACTIVITY
July 2020 through March 2021

	Operation & Maintenance	EBDA Capacity	2011 Debt Service	Repair and Replacement Reserve			Total
				Joint-use Replacement	Dual-use Replacement	Sole-use Replacement	
<u>OPERATING REVENUES</u>							
Service charges - DSRSD	\$ 1,022,075	\$ -	\$ 3,114,061	\$ 139,800	\$ -	\$ -	\$ 4,275,936
Service charges - City of Pleasanton	1,230,725	-	2,664,008	139,800	-	-	4,034,533
Service charges - City of Livermore	1,092,599	-	2,228,032	120,400	-	-	3,441,031
Total operating revenues	3,345,400		8,006,100	400,000	-	-	11,751,500
<u>OPERATING EXPENSES</u>							
Power	989,869	-	-	-	-	-	989,869
LAVWMA share of EBDA O&M - Fixed	493,345	-	-	-	-	-	493,345 (1)
LAVWMA share of EBDA O&M - Variable	102,869	-	-	-	-	-	102,869 (1)
Operations agreement	829,704	-	-	535,952	-	-	1,365,656
Professional services	283,060	-	-	-	-	-	283,060 (1)
Livermore sole use O&M	28,394	-	-	-	-	-	28,394
Insurance	76,396	-	-	-	-	-	76,396 (1)
Repairs and Maintenance	45,949	-	-	-	-	-	45,949 (1)
Miscellaneous	324	-	151	3,147	85	312	4,019
Total operating expenses	2,849,909	-	151	539,100	85	312	3,389,557
Capital outlay				-			-
Total operating expenses and capital outlay	2,849,909	-	151	539,100	85	312	3,389,557
Operating income (loss)	495,491	-	8,005,949	(139,100)	(85)	(312)	8,361,943
<u>NON-OPERATING REVENUES (EXPENSES)</u>							
Amortization/Depreciation	-	-	-	-	-	-	-
Bond interest expense	-	-	(8,006,100)	-	-	-	(8,006,100)
Other Income	-	-	-	-	-	-	-
Interest income	5,764	-	386	57,177	1,547	5,661	70,534
Total non-operating revenues (expenses)	5,764	-	(8,005,715)	57,177	1,547	5,661	(7,935,566)
Changes in net assets	501,254		234	(81,923)	1,461	5,349	426,377
<u>NET ASSETS</u>							
Net assets, beginning of period	494,712	3,030,305	(80,093,964)	116,935,183	496,730	5,208,465	46,071,432
Prior Period adjustment	317,178			(317,178)			-
Net assets, beginning of period restated	811,890	3,030,305	(80,093,964)	116,618,005	496,730	5,208,465	46,071,432
Net asset transfers							
Net assets, end of period	\$ 1,313,144	\$ 3,030,305	\$ (80,093,730)	\$ 116,536,082	\$ 498,191	\$ 5,213,814	\$ 46,497,808

(1) Total of the noted expenses is \$1,001,617.81. Details see General Management Expenses Listing.

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
Operations and Maintenance - Budget vs Actual
July - March 2020 & July - March 2021

	FYE 2020 Budget	FYE 2020 Actual	Variance	FYE 2021 Budget	FYE 2021 Actual	Variance
OPERATING REVENUES						
Service charges - DSRSD	\$ 935,992	\$ 1,002,289	\$ 66,297	\$ 1,022,075	\$ 945,680 (2)	\$ (76,394)
Service charges - City of Pleasanton	1,137,742	1,217,674	79,932	1,230,725	1,407,892 (2)	177,167
Service charges - City of Livermore	1,012,266	1,141,935	129,669	1,092,599	1,209,140 (2)	116,540
Total operating revenues	3,086,000	3,361,898	275,898	3,345,400	3,562,712	217,313
OPERATING EXPENSES						
Power	1,200,000	870,668	(329,332)	1,250,000	989,869	(260,131)
LAVWMA share of EBDA O&M - Fixed	505,000	556,216	51,216	523,000	493,345 (1)	(29,655)
LAVWMA share of EBDA O&M - Variable	145,000	108,402	(36,598)	141,000	102,869 (1)	(38,131)
Operations agreement	921,000	614,785	(306,215)	938,000	829,704	(108,296)
Professional services	242,000	177,641	(64,359)	405,500	283,060 (1)	(122,440)
Livermore sole use O&M	25,000	28,964	3,964	25,000	28,394	3,394
Insurance	40,500	20,000	(20,500)	55,508	76,396 (1)	20,888
Permits	7,500	-	(7,500)	7,392	-	(7,392)
Repairs and Maintenance					45,949 (1)	
Miscellaneous	-	337	337	-	324	324
Total operating expenses	3,086,000	2,377,012	(708,987)	3,345,400	2,849,909	(541,440)
Capital outlay			-			-
Total operating expenses and capital outlay	3,086,000	2,377,012	(708,987)	3,345,400	2,849,909	(541,440)
Operating income (loss)	-	984,886	984,885	-	712,803	758,753
NON-OPERATING REVENUES (EXPENSES)						
Amortization/Depreciation	-	-	-	-	-	-
EBDA Debt	-	-	-	-	-	-
Interest income	-	20,147	20,147	-	5,764	5,764
Total non-operating revenues (expenses)	-	20,147	20,147	-	5,764	5,764
Net Income	\$ -	\$ 1,005,033	\$ 1,005,032	\$ -	\$ 718,566	\$ 764,517

(1) Total of the noted expenses is \$1,001,617.81. Details see General Management Expenses Listing.

(2) Manual adjustment of true-up. Adjustment will be included in July 2021 member advance invoices.

Investments	Par Value	Market Value	Book Value	% of Portfolio	Avg. Term	Avg. Days to Maturity	YTM
LAIF- Operating	\$ 18,279,474	\$ 18,279,474	\$ 18,279,474	100.00	1	1	0.44%
	\$ 18,279,474	\$ 18,279,474	\$ 18,279,474	100.00	1	1	0.44%

Average Daily Balance	\$ 18,279,474
Effective Rate of Return	0.44%

I certify that this report reflects all Government Agency pooled investments and is in conformity with the investment policy of Livermore-Amador Valley Water Management Agency.

The investment program herein shown provides sufficient cash flow liquidity to meet the next six month's expenses.

Original signed by Carol Atwood	May 13, 2021
Carol Atwood, Treasurer	Date

Livermore-Amador Valley Water Management Agency
 General Management Expenses Listing
 July - March, 2021

Invoice Date	Vendor Name	Invoice#	Description	Check#	Date Paid	Total Amount
5/12/2020	SDRMA	68047	MEMBER #7119 PROPERTY/LIABILITY PROGRAM 2020-21	104675	6/25/2020	\$55,508.21
7/1/2020	EAST BAY DISCHARGERS AUTHORITY	3210	O&M ASSESSMENT - JULY 1, 2020 - 1ST QTR	104863	7/23/2020	\$195,939.71
7/10/2020	BARRETT BUSINESS SERVICES INC.	3153884	S. MONTAGUE: W/E 07/05/20	104941	7/30/2020	\$234.00
7/17/2020	BARRETT BUSINESS SERVICES INC.	3154654	S. MONTAGUE: W/E 07/12/20	105009	8/6/2020	\$117.00
7/24/2020	BARRETT BUSINESS SERVICES INC.	3155011	S. MONTAGUE: W/E 07/19/20	105060	8/13/2020	\$312.00
7/31/2020	JARVIS, FAY & GIBSON, LLP	14411	GENERAL COUNSEL SVCS - JULY 2020	105316	9/3/2020	\$4,214.00
7/31/2020	BARRETT BUSINESS SERVICES INC.	3155762	S. MONTAGUE: W/E 07/26/20	105171	8/20/2020	\$312.00
7/31/2020	RECORDS CONTROL SERVICES	20-22	LAVWMA: RECORDS IMPROVEMENT PROJECT - JULY 2020	105157	8/20/2020	\$4,651.20
8/1/2020	COMPUTER COURAGE INC.	45549	LAVWMA WEBSITE UPGRADE - JULY 2020	105216	8/27/2020	\$112.05
8/3/2020	WEIR TECHNICAL SERVICES	LAVWMA _0720	MANAGEMENT SERVICES - JULY 2020	105193	8/27/2020	\$13,662.04
8/7/2020	BARRETT BUSINESS SERVICES INC.	3156160	S. MONTAGUE: W/E 08/02/20	105182	8/27/2020	\$507.00
8/14/2020	BARRETT BUSINESS SERVICES INC.	3156799	S. MONTAGUE: W/E 08/09/20	105287	9/3/2020	\$721.50
8/21/2020	BARRETT BUSINESS SERVICES INC.	3157366	S. MONTAGUE: W/E 08/16/20	105349	9/10/2020	\$819.00
8/27/2020	RECORDS CONTROL SERVICES	20-25	LAVWMA: RECORDS IMPROVEMENT PROJECT - AUG. 2020	105438	9/17/2020	\$4,661.60
8/28/2020	BARRETT BUSINESS SERVICES INC.	3157860	S. MONTAGUE: W/E 08/23/20	105389	9/17/2020	\$351.00
8/31/2020	JARVIS, FAY & GIBSON, LLP	14499	GENERAL COUNSEL SVCS - AUG. 2020	105485	9/24/2020	\$23,558.50
9/1/2020	WEIR TECHNICAL SERVICES	LAVWMA _0820	MANAGEMENT SERVICES - AUG. 2020	105456	9/24/2020	\$15,433.02
9/4/2020	BARRETT BUSINESS SERVICES INC.	3158473	S. MONTAGUE: W/E 08/30/20	105629	10/15/2020	\$156.00
9/17/2020	MAZE & ASSOCIATES	37399	LAVWMA AUDIT SVCS - JUNE 2020 (WORK IN SEPT.20)	106093	12/3/2020	\$4,364.00
9/17/2020	RECORDS CONTROL SERVICES	20-29	LAVWMA: RECORDS IMPROVEMENT PROJECT - SEPT. 2020	105612	10/8/2020	\$4,688.00
9/30/2020	JARVIS, FAY & GIBSON, LLP	14585	GENERAL COUNSEL SVCS - SEPT. 2020	105714	10/22/2020	\$13,191.50
10/1/2020	EAST BAY DISCHARGERS AUTHORITY	3222	O&M ASSESSMENT - OCTOBER 1, 2020 - 2ND QTR	105927	11/12/2020	\$232,364.52
10/1/2020	WEIR TECHNICAL SERVICES	LAVWMA _0920	MANAGEMENT SERVICES - SEPT. 2020	105693	10/22/2020	\$10,166.62
10/1/2020	COMPUTER COURAGE INC.	46078	LAVWMA WEBSITE UPGRADE - SEPT 2020	105707	10/22/2020	\$5,086.80
10/15/2020	EAST BAY DISCHARGERS AUTHORITY	3216	O&M ASSESSMENT - FINAL FY 2019/20	105927	11/12/2020	(\$18,506.19)
10/31/2020	JARVIS, FAY & GIBSON, LLP	14672	GENERAL COUNSEL SVCS - OCT. 2020	106049	11/25/2020	\$15,032.50
11/1/2020	COMPUTER COURAGE INC.	46358	LAVWMA WEBSITE UPGRADE - OCT 2020	106039	11/25/2020	\$3,970.35
11/1/2020	WEIR TECHNICAL SERVICES	LAVWMA _1020	MANAGEMENT SERVICES - OCT. 2020	106027	11/25/2020	\$13,163.26
11/2/2020	RECORDS CONTROL SERVICES	20-32	LAVWMA: RECORDS IMPROVEMENT PROJECT - OCT. 2020	106059	11/25/2020	\$4,845.60
11/24/2020	SWRCB - ATTN: ACCT OFFICE	WD- 0180481	FY 21 PERMIT (FAC ID 2 019129001)	106157	12/10/2020	\$20,000.00
11/25/2020	U.S. BANK EQUIPMENT FINANCE	5945177	TRUSTEE FEE 11/01/20 - 10/31/21 (2011 SWR BOND)	106255	12/23/2020	\$1,020.00
11/30/2020	JARVIS, FAY & GIBSON, LLP	14758	GENERAL COUNSEL SVCS - NOV. 2020	106236	12/23/2020	\$24,486.00

Item No. 8

11/30/2020	MAZE & ASSOCIATES	38136	LAVWMA AUDIT SVCS - JUNE 2020 (WORK IN NOV.20)	106239	12/23/2020	\$873.00
12/1/2020	COMPUTER COURAGE INC.	46616	LAVWMA WEBSITE UPGRADE - NOV. 2020	106231	12/23/2020	\$1,534.95
12/3/2020	WEIR TECHNICAL SERVICES	LAVWMA_1120	MANAGEMENT SERVICES - NOV. 2020	106273	12/23/2020	\$13,753.70
12/22/2020	WOERNER, BOB	122020 meeting	REGULAR BOARD MTG ATTENDANCE - 12/2020	106259	12/23/2020	\$150.00
12/28/2020	RECORDS CONTROL SERVICES	20-37	LAVWMA: RECORDS IMPROVEMENT PROJECT - NOV. - DEC. 2020	106513	1/21/2021	\$4,771.97
			LAVWMA AUDIT SVCS - JUNE 2020 (WORK IN DEC.20)			\$1,030.00
12/31/2020	MAZE & ASSOCIATES	38839		106693	2/11/2021	\$12,673.50
12/31/2020	JARVIS, FAY & GIBSON, LLP	14853	GENERAL COUNSEL SVCS - DEC. 2020	106495	1/21/2021	\$232,364.52
1/1/2021	EAST BAY DISCHARGERS AUTHORITY	3235	O&M ASSESSMENT - JANUARY 1, 2021 - 3RD QTR	106465	1/21/2021	\$2,948.40
1/1/2021	COMPUTER COURAGE INC.	46877	LAVWMA WEBSITE UPGRADE - DEC. 2020	106485	1/21/2021	\$10,414.41
1/4/2021	WEIR TECHNICAL SERVICES	LAVWMA_1120	MANAGEMENT SERVICES - DEC. 2020	106599	1/28/2021	\$199.00
1/20/2021	FIELDMAN, ROLAPP & ASSOC. INC.	25779	DEBT DISCLOSURE CONSULTING SERVICES - LAVWMA	106683	2/11/2021	\$4,781.50
1/21/2021	RECORDS CONTROL SERVICES	21-02	LAVWMA: RECORDS IMPROVEMENT PROJECT - JAN. 2021	106705	2/11/2021	\$3,251.50
1/31/2021	JARVIS, FAY & GIBSON, LLP	14939	GENERAL COUNSEL SVCS - JAN. 2020	106851	2/25/2021	\$14,004.55
2/1/2021	WEIR TECHNICAL SERVICES	LAVWMA_1120	MANAGEMENT SERVICES - JAN. 2021	106818	2/25/2021	\$15,673.00
2/28/2021	JARVIS, FAY & GIBSON, LLP	15032	GENERAL COUNSEL SVCS - FEB. 2020	107192	4/1/2021	\$155.25
3/1/2021	COMPUTER COURAGE INC.	47436	LAVWMA WEBSITE UPGRADE - FEB. 2021	107054	3/25/2021	\$13,793.03
3/9/2021	WEIR TECHNICAL SERVICES	LAVWMA_1120	MANAGEMENT SERVICES - FEB. 2021	107119	3/25/2021	\$887.52
3/31/2021	DOMINIC, MARY	PD2021008635	REIMB FOR CLAIM# PD2021008635-0001	107137	4/8/2021	\$988,402.59
						<u>\$988,402.59</u>

Expenses from journal entry and payroll:

Postage	\$0.00
DSRSD Board Members	\$150.00
Admin Support	\$1,051.84
Accounting	\$12,013.38
	<u>\$13,215.22</u>

TOTAL: \$1,001,617.81

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 9 STATUS REPORT ON LAVWMA DEBT REFINANCING

Action Requested

Approval of Agenda Item No. 10, Resolution Approving a Debt Management Policy, and Agenda Item No. 11, Resolution Approving Disclosure Policies and Procedures.

To: LAVWMA Board of Directors

From: Carol Atwood, LAVWMA Treasurer

Subject: Status Report on LAVWMA Debt Refinancing

Summary

The current bond market has provided an opportunity to the JPA to refund the LAVWMA Series 2011 bond issue, resulting in a substantial interest savings over the remaining life of the bonds. Staff contacted our financial advisors, Fieldman Rolapp & Associates, to perform an updated analysis, **Attachment No. 9.a**, in April 2021 to estimate projected savings for the JPA. Based on their analysis, refunding on or after August 1, 2021 (the call date) would result in a net present value (NPV) savings of \$12.4 million, or 19.3%. This would equate to approximately \$1.2 million in annual cash flow savings from a reduction in interest payments. The cost to refund is approximately \$484,000 plus staff costs for the project. Three options were considered as outlined in **Attachment No. 9.b**. Option No. 1, term to term with level annual payments was selected as the best option. **Attachment No. 9.c** is the schedule for the refunding process as of May 6, 2021.

The existing bonds require LAVWMA to pay annual installments with interest rates of approximately 4.79%. Interest on the new issue is projected to range from 3.5% to 5%. Although interest rates are subject to change, the market as of April 1, 2021 is holding consistent with low interest rate projections.

Staff started this process in April of this year. The process will take approximately three months and will be coordinated by DSRSD. The cities of Livermore and Pleasanton will also be involved, but to a lesser extent, as financial information will be needed for the prospectus.

Refinancing requires that the Board adopt two policies, which are considered separately in Agenda Item No. 10, Resolution Approving a Debt Management Policy, and Item No. 11, Resolution Approving a Disclosure Policies and Procedure.

Recommendation

Page 2

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

Approval of Agenda Item No. 10, Resolution Approving a Debt Management Policy, and
Agenda Item No. 11, Resolution Approving Disclosure Policies and Procedures.

Attachments

1. Attachment No. 9.a, Tax-Exempt Refunding of the Sewer Revenue Refunding Bonds as of April 27, 2021.
2. Attachment No. 9.b, Summary of Three Scenarios Refunding Results.
3. Attachment No. 9.c, Refunding Schedule

SOURCES AND USES OF FUNDS**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Dated Date	09/14/2021
Delivery Date	09/14/2021

Sources:

Bond Proceeds:	
Par Amount	55,855,000.00
Premium	9,491,490.50
	<hr/>
	65,346,490.50
	<hr/> <hr/>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	64,778,902.50
Delivery Date Expenses:	
Cost of Issuance	400,000.00
Underwriter's Discount	167,565.00
	<hr/>
	567,565.00
Other Uses of Funds:	
Contingency	23.00
	<hr/>
	65,346,490.50
	<hr/> <hr/>

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

SUMMARY OF REFUNDING RESULTS**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Dated Date	09/14/2021
Delivery Date	09/14/2021
Arbitrage yield	0.918688%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	55,855,000.00
True Interest Cost	0.967550%
Net Interest Cost	1.076392%
All-In TIC	1.084901%
Average Coupon	4.000000%
Average Life	5.710
Weighted Average Maturity	5.879
Par amount of refunded bonds	64,420,000.00
Average coupon of refunded bonds	4.544855%
Average life of refunded bonds	5.759
Remaining weighted average maturity of refunded bonds	5.667
PV of prior debt to 09/14/2021 @ 0.918688%	77,764,670.16
Net PV Savings	12,418,202.66
Percentage savings of refunded bonds	19.276937%

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND SUMMARY STATISTICS**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Dated Date	09/14/2021
Delivery Date	09/14/2021
First Coupon	02/01/2022
Last Maturity	08/01/2031
Arbitrage Yield	0.918688%
True Interest Cost (TIC)	0.967550%
Net Interest Cost (NIC)	1.076392%
All-In TIC	1.084901%
Average Coupon	4.000000%
Average Life (years)	5.710
Par Amount	55,855,000.00
Bond Proceeds	65,346,490.50
Total Interest	12,756,737.22
Net Interest	3,432,811.72
Total Debt Service	68,611,737.22
Maximum Annual Debt Service	6,778,500.00
Average Annual Debt Service	6,944,117.35

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Serial Bond	55,855,000.00	116.993	4.000%	5.710	05/31/2027	34,055.30
	55,855,000.00			5.710		34,055.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	55,855,000.00	55,855,000.00	55,855,000.00
+ Accrued Interest			
+ Premium (Discount)	9,491,490.50	9,491,490.50	9,491,490.50
- Underwriter's Discount	-167,565.00	-167,565.00	
- Cost of Issuance Expense		-400,000.00	
- Other Amounts			
Target Value	65,178,925.50	64,778,925.50	65,346,490.50
Target Date	09/14/2021	09/14/2021	09/14/2021
Yield	0.967550%	1.084901%	0.918688%

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND PRICING**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	08/01/2022	4,635,000	4.000%	0.260%	103.287
	08/01/2023	4,825,000	4.000%	0.290%	106.952
	08/01/2024	5,020,000	4.000%	0.380%	110.360
	08/01/2025	5,225,000	4.000%	0.500%	113.433
	08/01/2026	5,440,000	4.000%	0.600%	116.328
	08/01/2027	5,660,000	4.000%	0.750%	118.661
	08/01/2028	5,890,000	4.000%	0.880%	120.785
	08/01/2029	6,130,000	4.000%	1.030%	122.424
	08/01/2030	6,385,000	4.000%	1.140%	124.088
	08/01/2031	6,645,000	4.000%	1.240%	125.590
		55,855,000			

Dated Date	09/14/2021	
Delivery Date	09/14/2021	
First Coupon	02/01/2022	
Par Amount	55,855,000.00	
Premium	9,491,490.50	
Production	65,346,490.50	116.993090%
Underwriter's Discount	-167,565.00	-0.300000%
Purchase Price	65,178,925.50	116.693090%
Accrued Interest		
Net Proceeds	65,178,925.50	

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

SAVINGS**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 09/14/2021 @ 0.9186882%
06/30/2022	1,468,237.50	850,237.22	618,000.28	615,848.38
06/30/2023	8,001,600.00	6,776,500.00	1,225,100.00	1,213,827.93
06/30/2024	8,041,175.00	6,777,300.00	1,263,875.00	1,240,861.10
06/30/2025	8,004,125.00	6,775,400.00	1,228,725.00	1,195,488.47
06/30/2026	8,003,875.00	6,775,500.00	1,228,375.00	1,184,438.36
06/30/2027	8,030,125.00	6,777,200.00	1,252,925.00	1,197,178.39
06/30/2028	8,002,375.00	6,775,200.00	1,227,175.00	1,162,071.23
06/30/2029	8,003,500.00	6,774,200.00	1,229,300.00	1,153,692.58
06/30/2030	8,029,481.25	6,773,800.00	1,255,681.25	1,167,838.06
06/30/2031	8,027,306.25	6,778,500.00	1,248,806.25	1,150,999.37
06/30/2032	8,021,512.50	6,777,900.00	1,243,612.50	1,135,935.79
	81,633,312.50	68,611,737.22	13,021,575.28	12,418,179.66

Savings Summary

Dated Date	09/14/2021
Delivery Date	09/14/2021
PV of savings from cash flow	12,418,179.66
Plus: Refunding funds on hand	23.00
Net PV Savings	12,418,202.66

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND DEBT SERVICE**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Dated Date 09/14/2021
Delivery Date 09/14/2021

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
02/01/2022		850,237.22	850,237.22	850,237.22
08/01/2022	4,635,000	1,117,100.00	5,752,100.00	
02/01/2023		1,024,400.00	1,024,400.00	6,776,500.00
08/01/2023	4,825,000	1,024,400.00	5,849,400.00	
02/01/2024		927,900.00	927,900.00	6,777,300.00
08/01/2024	5,020,000	927,900.00	5,947,900.00	
02/01/2025		827,500.00	827,500.00	6,775,400.00
08/01/2025	5,225,000	827,500.00	6,052,500.00	
02/01/2026		723,000.00	723,000.00	6,775,500.00
08/01/2026	5,440,000	723,000.00	6,163,000.00	
02/01/2027		614,200.00	614,200.00	6,777,200.00
08/01/2027	5,660,000	614,200.00	6,274,200.00	
02/01/2028		501,000.00	501,000.00	6,775,200.00
08/01/2028	5,890,000	501,000.00	6,391,000.00	
02/01/2029		383,200.00	383,200.00	6,774,200.00
08/01/2029	6,130,000	383,200.00	6,513,200.00	
02/01/2030		260,600.00	260,600.00	6,773,800.00
08/01/2030	6,385,000	260,600.00	6,645,600.00	
02/01/2031		132,900.00	132,900.00	6,778,500.00
08/01/2031	6,645,000	132,900.00	6,777,900.00	6,777,900.00
	55,855,000	12,756,737.22	68,611,737.22	68,611,737.22

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

SUMMARY OF BONDS REFUNDED**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2011 Sewer Revenue Refunding Bonds, ACTUAL, SERIAL:					
	08/01/2022	5.000%	5,195,000.00	09/15/2021	100.000
	08/01/2023	3.500%	5,460,000.00	09/15/2021	100.000
	08/01/2024	5.000%	5,660,000.00	09/15/2021	100.000
	08/01/2025	5.000%	5,950,000.00	09/15/2021	100.000
	08/01/2026	4.000%	6,250,000.00	09/15/2021	100.000
	08/01/2027	5.000%	6,510,000.00	09/15/2021	100.000
	08/01/2028	5.000%	6,845,000.00	09/15/2021	100.000
	08/01/2029	4.250%	7,195,000.00	09/15/2021	100.000
	08/01/2030	4.375%	7,510,000.00	09/15/2021	100.000
	08/01/2031	4.500%	7,845,000.00	09/15/2021	100.000
			64,420,000.00		

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

ESCROW COST**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
09/14/2021		64,778,902.50	64,778,902.50
	0	64,778,902.50	64,778,902.50

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

ESCROW REQUIREMENTS**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Period Ending	Interest	Principal Redeemed	Total
09/15/2021	358,902.50	64,420,000.00	64,778,902.50
	358,902.50	64,420,000.00	64,778,902.50

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

UNDERWRITER EXCLUSION DISCLOSURE**Livermore-Amador Valley Water Management Agency
2021 Sewer Revenue Refunding Bonds****Tax-Exempt Current Refunding of the 2011 Sewer Revenue Refunding Bonds
Assumes 'AA' Rating from S&P; Market Conditions as of April 27, 2021 PLUS 15bps
Scenario 1: Term-to-Term Refunding**

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or counsel as you deem appropriate.

Notes:

1. Preliminary and subject to change.
2. The use of the 'AA' S&P rating is consistent with the rating of the outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The Agency's actual results may differ, and Stifel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.

Sewer Revenue Refunding Bonds, Series 2021

Financing Assumptions

- Market conditions as of April 27, 2021 PLUS 15 basis points of cushion
- Closing date of September 14, 2021
- Bond redemption date of September 15, 2021
- Assumes 'AA' rating from S&P and no debt service reserve fund

Financing Scenario's

- Scenario 1 – Term to term refunding with level annual debt service payments
- Scenario 2 – Extension of final maturity by 3-years with level annual debt service payments
- Scenario 3 – Generates upfront savings in first 3 fiscal years, then annual level debt service payments

Summary of Estimated Refunding Results*			
	Scenario 1	Scenario 2	Scenario 3
Dated Date	9/14/2021	9/14/2021	9/14/2021
Final Maturity	8/1/2031	8/1/2034	8/1/2031
Par of Refunding Bonds	\$55,855,000	\$54,930,000	\$55,600,000
True Interest Cost	0.97%	1.33%	0.97%
Avg. Annual Savings	\$1,183,780	\$739,997	\$1,173,105
Gross Savings	\$13,021,575	\$10,359,956	\$12,904,157
Gross Savings through FY24	\$3,106,975	\$5,840,956	\$5,015,457
NPV Savings (\$)	\$12,418,203	\$10,867,662	\$12,404,069
NPV Savings (%)	19.28%	16.87%	19.25%

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
Revenue Refunding Bonds, Series 2021

Revised on:

May 6, 2021

I = Issuer - Livermore-Amador Valley Water Management Agency
MA = Member Agencies - Dublin San Ramon Services District, City of Pleasanton, City of Livermore
BC = Bond / Disclosure Counsel - Jones Hall
FA = Financial Advisor - Fieldman, Rolapp & Associates, Inc.
UW = Underwriter - Stifel Nicolaus
UWC = Underwriter's Counsel - Stradling Yocca Carlson & Rauth
T = Trustee - US Bank
EVA = Escrow Verification Agent - Robert Thomas, LLC

Authority Board Meetings on the 3rd Wednesday of February, May, August, and November @ 6PM

DSRSD Board meets 1st and 3rd Tuesday each month @ 6PM; Livermore Council meets 2nd and 4th Monday each month; Pleasanton Council meets 1st and 3rd Tuesday each month @ 7PM

Date	Description	Responsible Parties	Status
Friday, April 30, 2021	Kick-off Conference Call	ALL	Complete
week of: Monday, May 10, 2021	Distribute 1st draft of legal documents	BC	
week of: Monday, May 10, 2021	Distribute draft enterprise sections of POS and additional required information to MAS	BC	
Wednesday, May 12, 2021	Agenda deadline for May 19th Board Meeting	I, BC, FA	
Wednesday, May 19, 2021	Authority Board Meeting to approve Debt Management Policy and Disclosure Policy - adjourn meeting to July 21st	I, BC, FA	
week of: Monday, May 31, 2021	Provide comments to 1st draft of legal documents	BC	
week of: Monday, May 31, 2021	Distribution of Bond Purchase Agreement (BPA)	UWC	
week of: Monday, June 7, 2021	Distribute 2nd draft of legal documents	BC	
by: Wednesday, June 9, 2021	Majority of MA POS information provided to Disclosure Counsel	I, MA	
+/- Wednesday, June 16, 2021	Distribute 1st full draft of POS with MA comments	BC	
+/- Wednesday, June 23, 2021	Conference Call to discuss legal documents / POS	ALL	
+/- Wednesday, June 23, 2021	Draft credit presentation distributed	FA	
+/- Wednesday, June 30, 2021	2nd draft of POS distributed	BC	
+/- Wednesday, July 7, 2021	Distribute draft legals and POS to rating agency(ies)	FA	
+/- Monday, July 12, 2021	Conference Call @ TBD to discuss Credit Presentation	I, FA, UW	
Tuesday, July 13, 2021	Final Documents for Agenda deadline	All	
+/- Wednesday, July 14, 2021	Call with Rating Agency(ies)	I, FA, UW	
week of: Monday, July 19, 2021	Due Diligence Call @ TBD	ALL	

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
Revenue Refunding Bonds, Series 2021

Date		Description	Responsible Parties	Status
	Tuesday, July 20, 2021	DSRSD Board Meeting to approve District section of POS and Continuing Disclosure Agreement	All	
	Tuesday, July 20, 2021	Pleasanton City Council Meeting to approve City section of POS and Continuing Disclosure Agreement	All	
	Wednesday, July 21, 2021	Authority Board Meeting to approve: a) legal documents / resolutions b) POS c) BPA	All	
+/-	Friday, July 23, 2021	Rating(s) received	I, FA, UW	
	Monday, July 26, 2021	Livermore City Council Meeting to approve City section of POS and Continuing Disclosure Agreement	All	
	Tuesday, July 27, 2021	Post POS electronically	BC	
info	Sunday, August 1, 2021	First Possible Call Date of 2011 Revenue Bonds	NA	
+/-	Monday, August 2, 2021	Bond Pre-Pricing Conference Call	I, FA, UW	
+/-	Tuesday, August 3, 2021	Bond Pricing Conference Call and Execute BPA	I, FA, UW	
No Later	Thursday, August 12, 2021	Print / Post Final Official Statement	BC	
	Tuesday, August 17, 2021	Distribute Redemption Notice	BC, T	
+/-	Tuesday, August 17, 2021	Closing and receipt of funds	All	
+/-	Thursday, September 16, 2021	Redemption Date	All	

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 10 RESOLUTION APPROVING A DEBT MANAGEMENT POLICY

Action Requested

Approval of Resolution No. 21-02 Approving a Debt Management Policy.

To: LAVWMA Board of Directors

From: Carol Atwood, LAVWMA Treasurer

Subject: Resolution Approving a Debt Management Policy

Summary

As noted in the previous report, the Board is required to adopt a Debt Management Policy in order to proceed with the refunding of the debt. The policy is to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt expected to be issued by the Agency.

Recommendation

Approval of Agenda Item No. 10, Resolution Approving a Debt Management Policy.

Attachments

Attachment No. 10, Resolution Approving a Debt Management Policy.

LIVERMORE AMADOR VALLEY WATER MANAGEMENT AGENCY

RESOLUTION NO. 21-02

RESOLUTION APPROVING DEBT MANAGEMENT POLICY

WHEREAS, the Livermore-Amador Valley Water Management Agency (“Agency”) is a joint powers agency formed pursuant to the Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency dated July 21, 1997;

WHEREAS, California Senate Bill 1029, adopted in September 2016, requires municipal bond issuers who issue bonds after January 1, 2017 to have an adopted debt management policy; and

WHEREAS, the Securities and Exchange Commission (the “SEC”) recommends that issuers of municipal securities adopt policies and procedures to govern compliance and implement training with respect to their initial disclosure and continuing disclosure undertakings; and

WHEREAS, there has been presented for consideration by the Board of Directors of the Agency a proposed form of a Debt Management Policy ;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore-Amador Valley Water Management Agency as follows:

1. The Debt Management Policy, attached hereto and incorporated by this reference is hereby approved.
2. The General Manager and his designees are hereby authorized and directed, for and in the name and on behalf of LAVWMA, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful adoption of the Debt Management Policy.
3. This Resolution shall take effect from and after the date of its passage and adoption.

DULY AND REGULARLY ADOPTED by the Agency this 19th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

By: _____
Anne Marie Johnson, Chair

ATTEST:

By: _____
Charles V. Weir, General Manager

Livermore-Amador Valley Water Management Agency

Debt Management Policy

Approved by the Board of Directors _____

This Debt Management Policy (the “Debt Policy”) of the Livermore-Amador Valley Water Management Agency (the “Agency”) was approved by the Agency’s Board of Directors on the date written above. The Debt Policy may be amended by the Board of Directors as it deems appropriate from time to time in the prudent management of the debt of the Agency. Any approval of debt by the Board of Directors that is not consistent with this Debt Policy shall constitute a waiver of this Debt Policy.

The Agency is a joint exercise of powers authority and was created on June 18, 1974 by a Joint Exercise of Powers Agreement, most recently in the form of an Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency, dated September 10, 1997, among the following public agencies (the “Members”):

- Dublin San Ramon Services District (“DSRSD”)
- City of Pleasanton (“Pleasanton”)
- City of Livermore (“Livermore”).

The Agency owns, operates and maintains certain facilities for wastewater disposal that benefit the Members and their wastewater enterprises.

1. Findings

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt expected to be issued by the Agency.

The Agency hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the Agency’s sound financial position.
- Ensure the Agency has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Agency’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Agency.
- Ensure that the Agency’s debt is consistent with the Agency’s planning goals and objectives and capital improvement program or budget, as applicable.

The Agency expects that any debt issued by the Agency will be repaid from payments made by the Members in consideration for the services provided to them by the Agency, and that Members will pledge net revenues of their wastewater enterprises as security for their payment obligations.

2. Policies

A. Purposes For Which Debt May Be Issued

(I) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the Agency.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Members and their taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring such as to eliminate undesirable or onerous covenants.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The Agency may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the Board of Directors and the Members, as appropriate.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
- The Agency estimates that sufficient revenues, which are expected to consist of payments by the Members, will be available to service the debt through its maturity.
- The Agency determines that the issuance of the debt will comply with the applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the Agency's operational cash flows in order to maintain a steady and even cash flow balance or to provide interim financing for capital projects to be financed in the future. Short-term debt may also be used to finance short-lived capital projects; for example, the Agency may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The Agency does not expect to issue debt for the benefit of any entities other than the Members.

B. Types of Debt

For purposes of this Debt Policy, “debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, government loans or other financing obligations, but the use of such term in this Debt Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

The following types of debt are allowable under this Debt Policy:

- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- other revenue bonds and certificates of participation
- government sponsored loans
- private placements or direct loans

The Agency may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

Debt shall be issued as fixed rate debt unless the Agency makes a specific determination as to why a variable rate issue would be beneficial to the Agency in a specific circumstance. In the instance where a variable rate issuance is considered, the amount of variable rate debt issued shall not exceed 30% of the Agency’s total aggregate debt outstanding.

C. Relationship of Debt to Capital Improvement Program and Budget

The Agency is committed to long-term capital planning. The Agency intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the Agency’s capital budget and the capital improvement plan.

The Agency shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Agency shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Agency shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Agency’s public purposes.

The Agency shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The Agency shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its operating fund.

D. Policy Goals Related to Planning Goals and Objectives

The Agency is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Agency intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Agency's annual operations budget.

It is a policy goal of the Agency to protect its Members' taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The Agency will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the Agency to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount for a current refunding and equal to or greater than 5.0% of the refunded principal amount for an advance refunding, and (ii) escrow efficiency between 70% and 75%. Upon the advice of the General Manager, with the assistance of the Agency's Municipal Advisor and Bond Counsel, the Agency will consider undertaking a refunding for other than economic purposes, such as to restructure debt, change the type of debt instruments being used, or to retire a debt issue in order to remove undesirable or onerous covenants.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the Agency shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The Agency will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the Agency's investment policies as they relate to the investment of bond proceeds.

It is the policy of the Agency to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the Agency will submit written requisitions for such proceeds. The Agency will submit a requisition only after obtaining the signature of the General Manager or Treasurer. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party

trustee, the General Manager or Treasurer shall retain records of all expenditures of proceeds through the final payment date for the debt.

Pursuant to Government Code section 8855(k), the Agency will submit annual debt transparency reports for any Debt for which it has submitted a report of final sale on or after January 21, 2017 every year until the later date on which the debt is no longer outstanding and the proceeds have been fully spent.

The Agency shall also comply with Government Code Section 5852.1 by disclosing specified good faith estimates in a public meeting prior to the authorization of the issuance of Debt.

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Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 11 RESOLUTION APPROVING DISCLOSURE POLICIES AND PROCEDURES

Action Requested

Approval of Resolution No. 21-03 Approving Disclosure Policies and Procedures.

To: Members of the Board of Directors

From: Carol Atwood, Treasurer

Subject: Resolution Approving a Disclosure Policies and Procedures

Summary

As noted in Agenda Item No. 9, the Board is required to adopt a Debt Management Policy in order to proceed with the refunding of the debt. The Disclosure Policies and Procedures are intended to ensure that LAVWMA is in compliance with all applicable federal and state securities laws.

Please note that Exhibit A, which is part of the policy is only intended to be used when the bond documents described as “Obligations” and the “Preliminary Official Statement” are presented to the Board for review and approval. Since those documents are required to be approved at a regular meeting and the next regular meeting in August is too late for the process, this meeting will be adjourned by Order of Adjournment to Wednesday, July 21, 2021, 6:00 p.m., such that the documents can be properly reviewed and approved by the Board.

Recommendation

Approval of Agenda Item No. 11, Resolution Approving Disclosure Policies and Procedures.

Attachments

Attachment No. 11, Resolution Approving Disclosure Policies and Procedures.

LIVERMORE AMADOR VALLEY WATER MANAGEMENT AGENCY

RESOLUTION NO. 21-03

RESOLUTION APPROVING DISCLOSURE POLICIES AND PROCEDURES

WHEREAS, the Livermore-Amador Valley Water Management Agency (“Agency”) is a joint powers agency formed pursuant to the Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency dated July 21, 1997;

WHEREAS, California Senate Bill 1029, adopted in September 2016, requires municipal bond issuers who issue bonds after January 1, 2017 to have an adopted debt management policy; and

WHEREAS, the Securities and Exchange Commission (the “SEC”) recommends that issuers of municipal securities adopt policies and procedures to govern compliance and implement training with respect to their initial disclosure and continuing disclosure undertakings; and

WHEREAS, there has been presented for consideration by the Board of Directors of the Agency a proposed form of Disclosure Policies and Procedures;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore-Amador Valley Water Management Agency as follows:

1. The Disclosure Policies and Procedures, attached hereto and incorporated by this reference, are hereby approved.
2. This Resolution shall take effect from and after the date of its passage and adoption.

DULY AND REGULARLY ADOPTED by the Agency this 19th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

By: _____
Anne Marie Johnson, Chair

ATTEST:

By: _____
Charles V. Weir, General Manager

Livermore-Amador Valley Water Management Agency

Disclosure Policies and Procedures

Approved By the Board of Directors _____

Article I

General

These Disclosure Policies and Procedures (the “**Disclosure Procedures**”) of the Livermore-Amador Valley Water Management Agency (the “**Agency**”) are intended to ensure that the Agency is in compliance with all applicable federal and state securities laws.

The Agency is a joint exercise of powers authority and was created on June 18, 1974 by a Joint Exercise of Powers Agreement, most recently in the form of an Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency, dated September 10, 1997, among the following public agencies (the “**Members**”):

- Dublin San Ramon Services District (“**DSRSD**”)
- City of Pleasanton (“**Pleasanton**”)
- City of Livermore (“**Livermore**”).

The Agency owns, operates and maintains certain facilities for wastewater disposal that benefit the Members and their wastewater enterprises.

The Agency periodically issues securities to provide financing for its facilities, and the debt service is paid from payments made by the Members in consideration for the services provided to them by the Agency. The Members make these payments under a sewer service contract, and pledge net revenues of their wastewater enterprises as security for their payment obligations.

Article II

Disclosure Coordinator

The Treasurer of the Agency shall be the disclosure coordinator of the Agency (the “**Disclosure Coordinator**”).

Article III

Review and Approval of Official Statements

Review of Agency Information. The Disclosure Coordinator shall review any Official Statement prepared in connection with any debt issuance by the Agency in order to ensure there are no misstatements or omissions of “material information” (as defined for purposes of federal securities laws) in any sections that contain descriptions of information prepared by the Agency.

Request for Member Information. The Disclosure Coordinator shall ask the Members to provide material information about their wastewater enterprises, and will ask a representative of each Member to certify that there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by such Member.

Consultation with Third Parties. The Disclosure Coordinator shall consult with third parties, including outside professionals assisting the Agency, to the extent that the Disclosure Coordinator concludes they should be consulted so that the Official Statement will include all material information.

Review and Approval by the General Manager and Board of Directors. As part of the review process, the Disclosure Coordinator shall submit all Official Statements to the General Manager of the Agency and the Board of Directors for approval. The cover letter used by the Disclosure Coordinator to submit the Official Statements to the Board of Directors shall be in substantially the form of Exhibit A.

The approval of an Official Statement by the Board of Directors shall be docketed as a new business matter and shall not be approved as a consent item. The Board of Directors shall undertake such review as deemed necessary by the Board of Directors, following consultation with the Disclosure Coordinator, to fulfill the Board of Directors' responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the Agency's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

Review and Approval by the Members. As part of the review process, the Disclosure Coordinator shall require the Members to submit the portions of any Official Statements containing information relating to the Members to the legislative bodies of such Members for approval. The Disclosure Coordinator shall encourage the Members' staffs to submit the Official Statements to the Members' legislative bodies using a staff report in substantially the form of Exhibit A.

The Disclosure Coordinator shall take reasonable efforts to ensure that the approval of the Official Statement by the Members' legislative bodies shall be docketed as a new business matter and shall not be approved as a consent item. In this regard, the Disclosure Coordinator shall consult with the Agency's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

Records. The Disclosure Coordinator shall retain a record of the actions taken by the Agency and the Members to prepare, check and approve each Official Statement.

Article IV ***Continuing Disclosure Filings***

General. In connection with the Agency's debt offerings, the Agency and the Members will enter into separate continuing disclosure undertakings.

Under the continuing disclosure undertakings that the Agency has entered into, the Agency is required each year to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings. Such annual reports are required to include certain updated financial and operating information, and the Agency's audited financial statements.

The Agency is also required under its continuing disclosure undertakings to file notices of certain events with EMMA.

Procedures for Complying with Continuing Disclosure Undertakings. The Disclosure Coordinator is responsible for establishing a system (which may involve the retention or one or more consultants) by which:

- (i) the Agency will make the annual filings required by its continuing disclosure undertakings on a complete and timely basis, and
- (ii) the Agency will file notices of enumerated events on a timely basis.

In connection with preparation of annual reports and event filings, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the Agency, and all members of Agency staff, to the extent that the Disclosure Coordinator concludes they should be consulted so the annual report and event filings will include all "material" information.

As part of the review process, the Disclosure Coordinator shall submit all annual reports and event filings to the General Manager of the Agency for approval.

Procedures Related to "Financial Obligations". Effective February 27, 2019, the General Manager will provide written notice to the Disclosure Coordinator of receipt by the Agency of a notice of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Agency, any of which reflect financial difficulties of the Agency (collectively, a "Potentially Reportable Event"). Such written notice should be provided by the General Manager to the Disclosure Coordinator as soon as the General Manager is placed on written notice by Agency consultants, or external parties of such event or receives written notice of such event so that the Disclosure Coordinator can determine, with the assistance of bond counsel, whether notice of such Potentially Reportable Event is required to be filed on EMMA pursuant to a continuing disclosure undertaking of the Agency. If filing on EMMA is required, the filing is due within 10 business days of such Potentially Reportable Event to comply with a continuing disclosure undertaking of the Agency.

The General Counsel, General Manager or other executive officers of the Agency's administrator, Dublin San Ramon Services District, (i.e. General Manager, Operations Manager, Finance Director, the District Secretary, or other executive positions within the District), as applicable, will report to the Disclosure Coordinator the execution by the Agency of any agreement or other obligation which might constitute a "financial obligation" for purposes of Rule 15c2-12 and which is entered into after February 27, 2019. Amendments to existing Agency agreements or obligations with "financial obligations" which relate to covenants, events

of default, remedies, priority rights, or other similar terms should be reported to the Disclosure Coordinator as well as soon as General Counsel or such other senior staff is placed on written notice by Agency staff, consultants, or external parties of such event or receives a written notice of such amendment requests. Notice to the Disclosure Coordinator is necessary so that the Disclosure Coordinator can determine, with the assistance of bond counsel, whether such agreement or other obligation constitutes a material “financial obligation” for purposes of Rule 15c2-12. If such agreement or other obligation is determined to be a material “financial obligation” or a material amendment to a “financial obligation” described above, notice thereof would be required to be filed on EMMA within 10 business days of execution or incurrence. The types of agreements or other obligations which could constitute “financial obligations” and which could need to be reported on EMMA are listed below.

Types of agreement or other obligations which are likely to be “financial obligations” under the Rule include:

- (i) Bank loans or other obligations which are privately placed;
- (ii) State or federal loans;
- (iii) Commercial paper or other short-term indebtedness for which no offering document has been filed on EMMA;
- (iv) Letters of credit, surety policies or other credit enhancement with respect to the Agency’s publicly offered debt;
- (v) Letters of credit, including letters of credit which are provided to third parties to secure the Agency’s obligation to pay or perform (an example of this is a standby letter of credit delivered to secure the Agency’s obligations for performance under a mitigation agreement);
- (vi) Capital leases for property, facilities, fleet or equipment; and
- (viii) Agreements which guarantee the payment or performance obligations of a third party (regardless of whether the agreements constitute guarantees under California law).

Types of agreements which could be a “financial obligation” under the Rule include:

- (i) Payment agreements which obligate the Agency to pay a share of another public entity’s debt service (for example, an agreement with a joint powers district whereby the Agency agrees to pay a share of the joint powers district’s bonds, notes or other obligations);
- (ii) Service contracts with a public district or a private party pursuant to which the Agency is obligated to pay a share of such public district or private party’s debt service obligation (for example, certain types of P3 arrangements);
- (iii) Water purchase, water banking or other similar agreements pursuant to which the Agency is obligated to pay amounts expressly tied to the other party’s debt service obligations, regardless of whether service is provided or not; and
- (iv) Water purchase, water banking or similar agreements which include a rate component that expressly passes through debt service or capital obligation of the other party.
- (v) Any agreement the payments under which are not characterized as operation and maintenance expenses for accounting purposes if such agreement could be characterized as the borrowing of money.

Recordkeeping. The Disclosure Coordinator shall retain a record of the actions taken to prepare, check and approve each annual report and event filing.

Responsibility for Members. The Agency will assume no responsibility for ensuring the compliance by the Members with their continuing disclosure undertaking.

Article V

Public Statements Regarding Financial Information; Website

Whenever the Agency makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the trading markets, the Agency is obligated to ensure that such statements and information are complete, true, and accurate in all material respects.

The Agency shall include a disclaimer on the Agency website:

“No information on the Agency’s website is intended to be the basis of or should be relied upon in making an investment decision. The information on this website is not posted for the purpose of reaching the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community. Because each security issued by the Agency or its related entities may involve different sources of payment and security, you should refer for additional information to the official statement and continuing disclosure filings for the particular security, which can be found on the Municipal Security Rulemaking Board’s Electronic Municipal Market Access website: <https://emma.msrb.org/>.”

Article VI

Training

The Disclosure Coordinator shall ensure that the members of the Agency staff involved in the initial or continuing disclosure process and the Board of Directors are properly trained to understand and perform their responsibilities.

The Disclosure Coordinator shall arrange for disclosure training sessions conducted by the Agency’s disclosure counsel prior to the issuance of any public offered debt. Such training sessions shall include education on these Disclosure Procedures, the Agency’s disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the Agency’s staff and members of the Board of Directors. Such training sessions may be conducted using a recorded presentation.

Article VII

Updates to Disclosure Procedures

The Disclosure Coordinator shall review the Disclosure Procedures annually and propose updates to the Disclosure Procedures as needed to address changes, including but not limited to changes in the Agency’s debt management program, financial reporting processes, or

organizational structure. In addition, at any time all officers and employees of the Agency are invited and encouraged to make recommendations for changes to these Disclosure Procedures so that they foster better compliance with applicable law, result in better information to investors, or makes the procedures required by these Disclosure Procedures more efficient. Following receipt of any such recommendation, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the Agency and members of Agency staff, where appropriate, and shall determine whether such recommendation should be submitted as a proposal to the General Manager.

Upon receipt of a proposal from the Disclosure Coordinator, the General Manager shall approve and implement any change to these Disclosure Procedures that is proposed by the Disclosure Coordinator if it does not change the fundamental policies or procedures established by these Disclosure Procedures and it is determined by the General Manager to be advisable. Any proposal that changes the fundamental policies or procedures established by these Disclosure Procedures will require Board of Directors approval

Article VIII

Documenting Compliance

The Disclosure Coordinator is responsible for establishing a system (which may involve the retention of one or more consultants) by which compliance with these Disclosure Procedures is documented.

Article IX

Waiver of Procedures

The Disclosure Coordinator may, after consultation with disclosure counsel and with the approval of the General Manager, depart from this Disclosure Policy when he or she in good faith determines that such departure is in the best interests of the Agency and is consistent with the duties of the Agency under federal and state securities laws.

Article X

Internal Use Only

These Disclosure Procedures are intended for the internal use of the Agency only and are not intended to establish any duties in favor of or rights of any person other than the Agency.

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EXHIBIT A**Form of Staff Report**

To: Members of the Board of Directors
[General Manager]

From: [Disclosure Coordinator]

Date: _____

This Staff Report relates to the proposed issuance of _____ (the “Obligations”) by the Agency. The Board of Directors is asked to approve issuance of the Obligations and all related documents. The near-final versions of these documents are attached.

The attached Preliminary Official Statement has been reviewed and approved for transmittal to the Board of Directors by the Agency’s financing team. The distribution of the Preliminary Official Statement by the Agency is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the Obligations. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the Obligations. If the Board of Directors concludes that the Preliminary Official Statement includes all facts that would be material to an investor in the Obligations, it must adopt a resolution that authorizes staff to execute a certificate to the effect that the Preliminary Official Statement has been “deemed final.”

The Securities and Exchange Commission (the “SEC”), the agency with regulatory authority over the Agency’s compliance with the federal securities laws, has issued guidance as to the duties of the Board of Directors with respect to its approval of the Preliminary Official Statement. In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC indicated that, if a member of the Board of Directors has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the Obligations, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. In the Release, the SEC indicated that the steps that a member of the Board of Directors could take include becoming familiar with the Preliminary Official Statement and questioning staff and consultants about the disclosure of such facts.

Set forth below is a summary of the financing, including cross-references to specific sections of the Preliminary Official Statement.

Section 1. Purpose of Financing.

Section 2. *Documents for Approval; Security for the Obligations.*

Section 3. *Risks Relating to Repayment and Tax-Exempt Status of the Obligations.*

Section 4. *Requested Approvals.*

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 12 LAVWMA QUARTERLY REPORT OF OPERATIONS, 3rd QUARTER, FY 2020-2021

Action Requested

None at this time. This is an information item only.

Summary

LAVWMA's Quarterly Report of Operations for the 3rd Quarter, FY 2020-2021 is attached for the Board's review. These quarterly reports are prepared by DSRSD staff and summarize all LAVWMA operations and maintenance activity for each quarter. Jeff Carson, DSRSD Operations Manager, will be available to answer any questions from the Board. Please note that the report continues to be improved and now includes a Table of Contents, graphs for Quarter at a Glance, an Executive Summary, and a status report on all capital projects. The graphs show Flows and Pumping Efficiency, Energy Consumption, Budget Variance, and Work Order History. Per the Board's request, the Executive Summary includes a section for Items of Interest. Total expenses are running at 72.5% of the year to date budget. This season's rainfall has been less than normal through March 31, 2021. DSRSD staff has implemented the new PG&E Time of Use Schedule and does not pump during the hours of 4:00 p.m. to 9:00 p.m. This is the new peak period which applies every day of the year.

Recommendation

None at this time. This is an information item only.

Attachment

LAVWMA's Quarterly Report of Operations for the 3rd Quarter, FY2020-2021.

LAVWMA

QUARTERLY REPORT OF OPERATIONS

3rd Quarter, FY 2020-2021



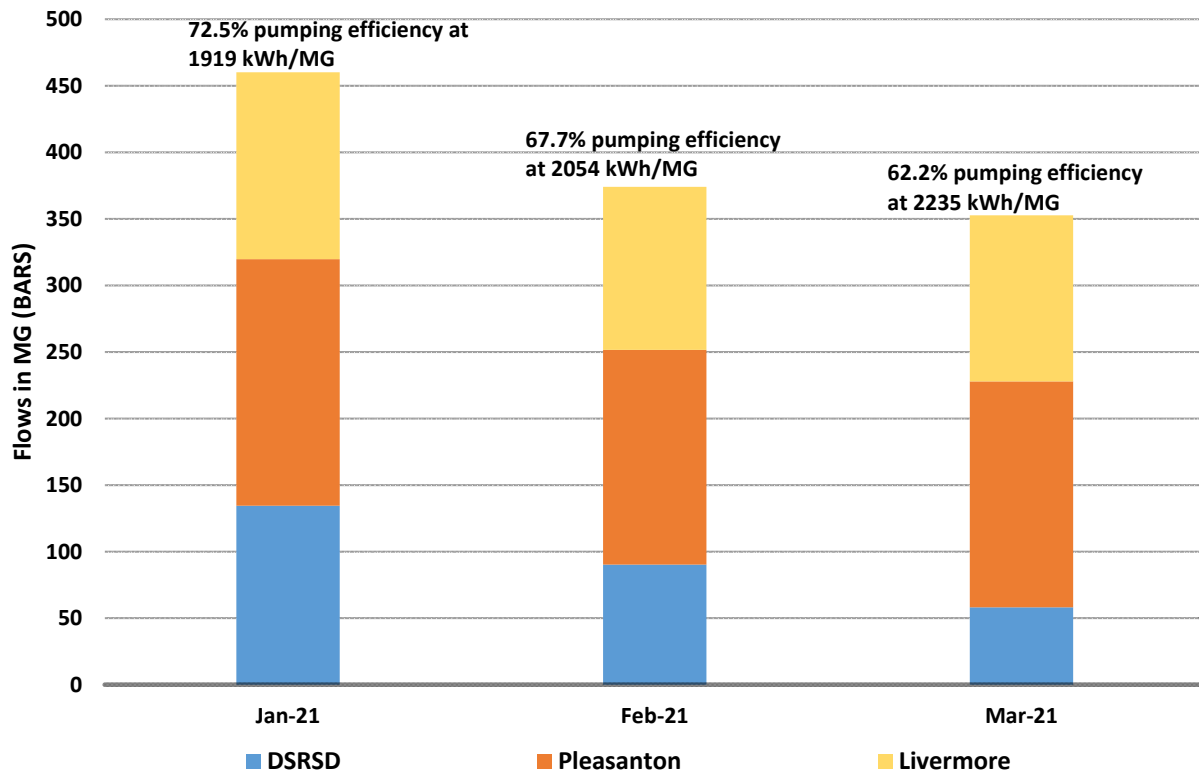
**Dublin San Ramon
Services District**

Water, wastewater, recycled water

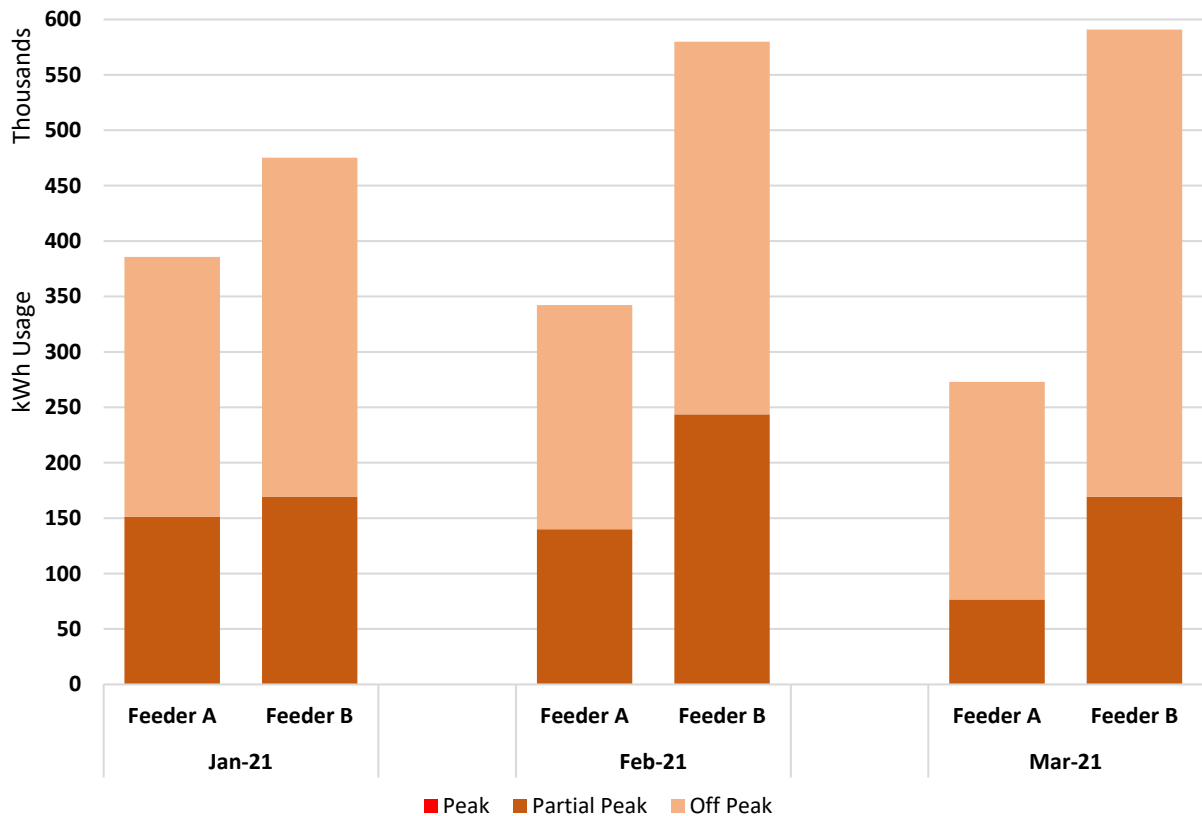
**QUARTERLY REPORT OF OPERATIONS
LAVWMA PUMPING AND CONVEYANCE SYSTEM
3rd Quarter FY 2020-2021: January to March 2021**

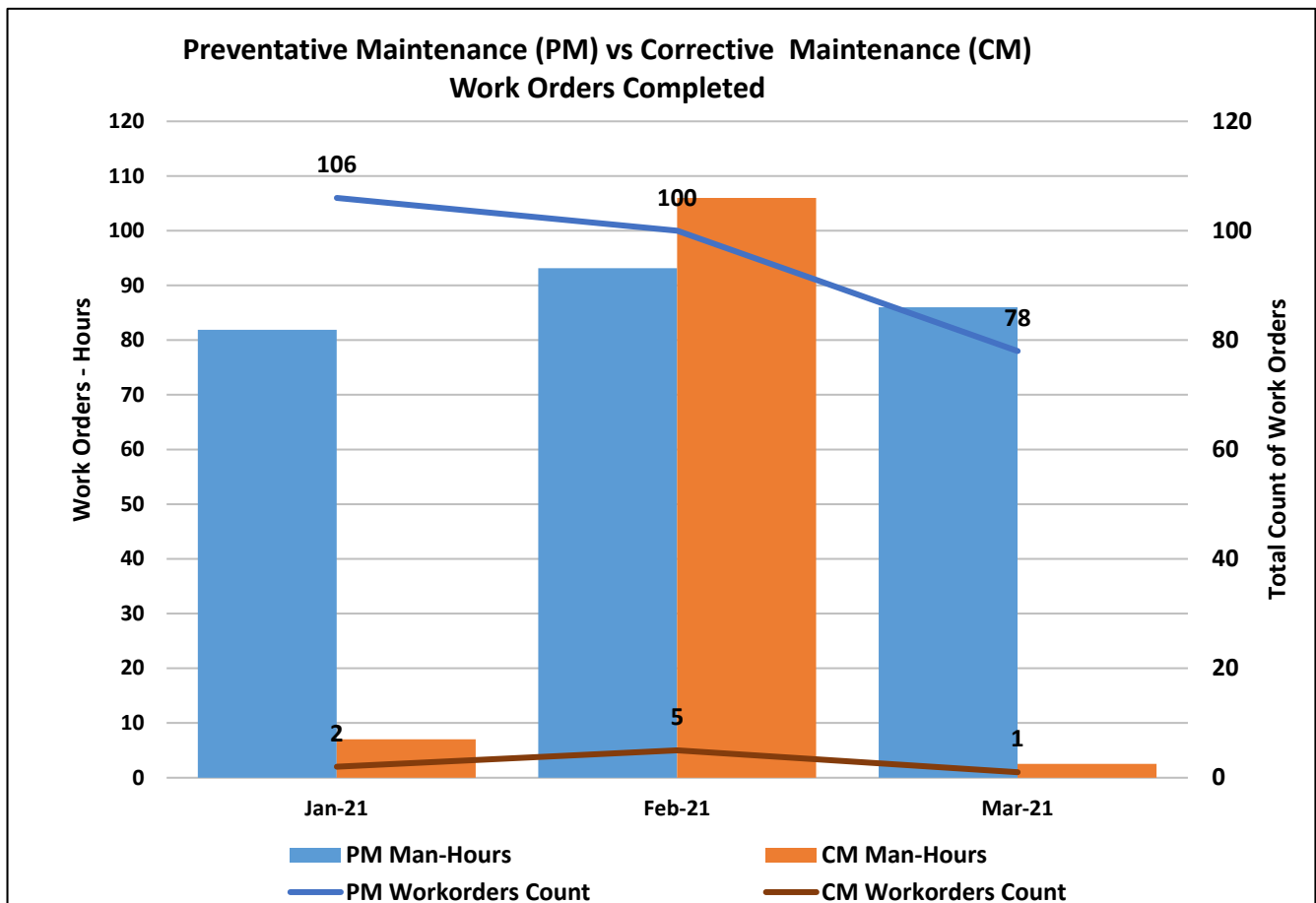
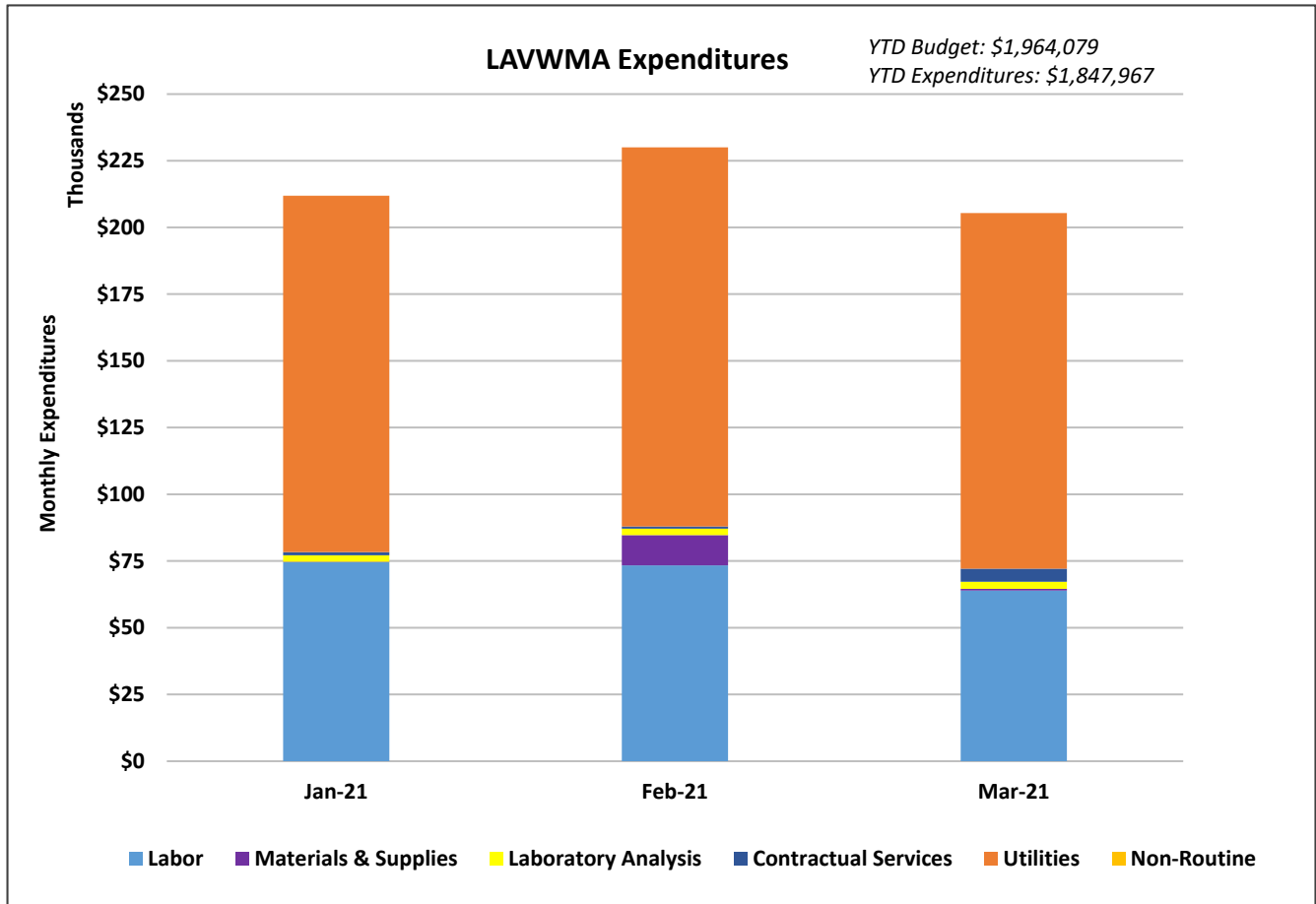
<u>TABLE OF CONTENTS</u>	<u>Page</u>
Quarter at a Glance.....	2 – 3
Report Summary	4 – 6
<i>Tables:</i>	
1 – Electric Usage, Efficiency and Cost	7
2 – Pump Run Time Hours	8
3 – Monthly Average Storage Basin Levels and Volume	9
4 – Monthly Export Flow	10
5 – Labor Effort, Expenditures, and Budget Utilization	11
6 – O&M Expenditures and Budget Utilization	12
7 – O&M Expenditures and Budget Utilization for Livermore Sole Use Facilities	13
8 – Detailed YTD O&M Budget Comparison to Actual Expenses	14 – 15
9 – EBDA Monthly Reports	16 – 18
10 – Langelier Saturation Index Report (LAVWMA, DSRSD, Livermore)	19 – 21
11 – Capital Projects Update	22

LAVWMA Monthly Export Flows and Pumping Efficiency



LAVWMA Energy Consumption





**QUARTERLY REPORT OF OPERATIONS
LAVWMA PUMPING AND CONVEYANCE SYSTEM
3rd Quarter FY 2020-2021: January to March 2021**

1. EXECUTIVE SUMMARY

The Livermore-Amador Valley Water Management Agency (LAVWMA) pumping and effluent conveyance system operated normally during the third quarter of FY 2020-2021. During the quarter, a total of 1,187 million gallons of fully treated secondary effluent were pumped to San Francisco Bay via the East Bay Dischargers Authority (EBDA) outfall diffuser and San Leandro Sample Station (SLSS); the overall efficiency of the pumping system averaged 67.4%, with an average electrical cost of \$317 per million gallons, or \$103 per acre-foot.

Total year-to-date operations and maintenance (O&M) expense is \$1,847,967 or 70.6% of the O&M annual budget amount of \$2,618,772 and the overall cost of operation is \$664 per million gallons pumped or \$216 per acre-foot.

2. OPERATIONS

Of the total 1,187 million gallons of effluent conveyed through the LAVWMA system, approximately 388 million gallons was from the City of Livermore and 516 million gallons from City of Pleasanton, and 283 million gallons from DSRSD. Monthly export flow summary is shown on Table 4. Monthly reports sent to EBDA which detail daily export flows and monitoring analysis of the treated effluent during the quarter are shown on Table 9.

The following are some noteworthy operations activities during the quarter:

- All three holding basins were sealed by the contractor.
- New pumping schedule with the new PG&E Time-of-Use schedule was implemented and operators are monitoring.
- Due to California drought, there were no wet weather events this wet weather season that required use of wet weather outfall.
- Laboratory staff is working on getting accredited by ELAP to analyze E.coli in preparation for the LAVWMA permit requirement.
- In preparation to come into compliance with TNI, the laboratory is in the process of engaging a consultant to help the laboratory create the required quality control system.

3. MAINTENANCE

During the quarter, 261 hours were spent to complete 284 preventative maintenance (PM) work orders and 116 hours to complete 8 corrective maintenance (CM) work orders on LAVWMA equipment and systems. The following are some noteworthy maintenance activities during the quarter:

Electrical:

- Completed work on the new vibration sensors.
- Replaced junction structure exhaust fan.
- Troubleshoot and repair the actuators for the wet well.
- Assist with troubleshooting the “jam” fault that showed up on Pump #4.
- Assist with specifying the new motor for pump #1

Instrumentation and Controls:

- Completed the re-programming of the control system for the new PG&E Time of Use schedule that took effect March 1, 2021.
- Upgraded the SCADA client computer to Windows 10 and iFIX v5.9 to match the other District SCADA computers.
- Researching possible replacements to the Samsara cloud remote monitoring system for the 14 rectifier panels and the Pump Station for wet weather remote monitoring.
- Rebuilt CL2 analyzer sensors at the junction structure.
- Repaired faulty pressure gauge at the pump station.
- Added kWhrs to GE iFIX SCADA from the Foreseer power monitoring system for real time monitoring and historical trending.

Mechanical:

- Other than the regular preventive maintenance work orders, there was a particular corrective maintenance activity during February related to the work on the basin sump drain line that was plugged. The basin sealing project had extra debris that plugged the drains to the plant. Staff jetted the basin sump drain line then returned it to service.

5. BUDGET VARIANCE AND EXPENSES

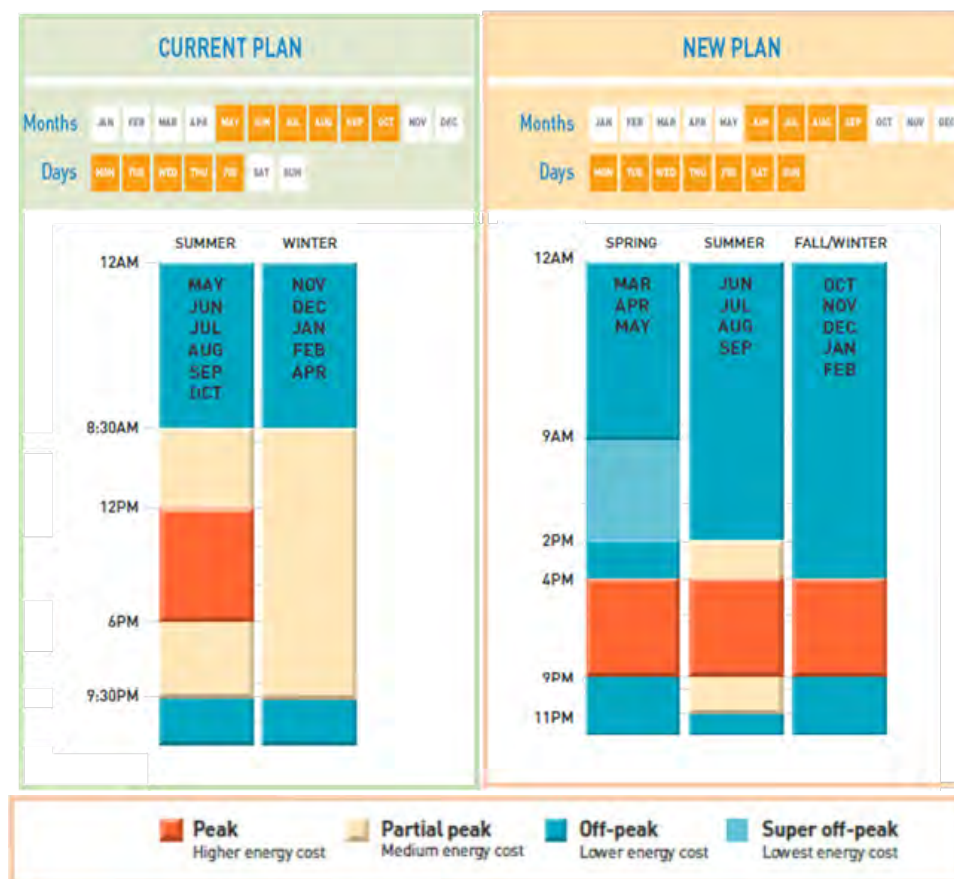
First quarter labor expenses totaled \$211,779 for 1,252 man-hours of effort, an average of 2.4 full time equivalents (FTEs). O&M expenses for the quarter including labor, supplies, laboratory analysis, contractual services, and utilities totaled \$647,262, for an average cost of \$545 per million gallons pumped or \$178 per acre-foot. The total expense for the Livermore sole use pipeline for the quarter was \$4,987.

Operation and maintenance (O&M) expenses and budget utilization details are shown on Tables 5, 6, 7, and 8.

6. ITEMS OF INTEREST

New PG& E Time of Use (TOU) schedule changes started on March 1, 2021. District staff modified the control system programming to shift the hours of pumping to align with the new PG&E Time-of Use (TOU) schedules following this operating concept: Continue the practice of running the pumps during off-peak hours year-round observing new TOU by avoiding running the pumps from 4pm to 9pm for Spring and Fall/Winter unless faced with required high flows due to extreme wet weather conditions. Also avoid running pumps between 2pm and 11pm in Summer (June, July, August and September.)

The old (E-20 Plan) and new (B-20 Plan) TOU periods are shown below.



For comparison, below are the pump station kW and kWhrs for January/February under the old E-20 schedule and March under the new B-20 schedule.

January 2021 for E-20	Off Peak	Partial Peak	Peak
Maximum kW:	2,102	2,103	-
kWhrs:	559,383	354,567	-

February 2021 for E-20	Off Peak	Partial Peak	Peak
Maximum kW:	1,727	1,727	-
kWhrs:	500,601	325,899	-

March 2021 for B-20	Off Peak	Partial Peak	Peak	Super Off Peak
Maximum kW:	760	-	365	760
kWhrs:	2,310,849	-	13,842	843,386

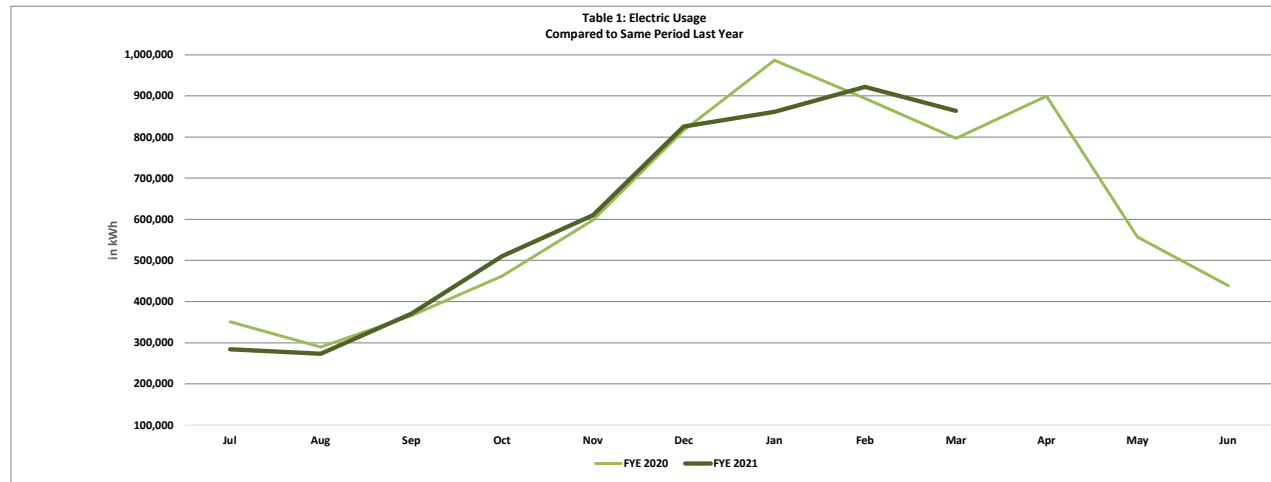
6. CAPITAL PROJECTS

As additional information, Table 11 provides a status summary of the capital projects that are primarily managed by the LAVWMA General Manager. The O&M budget and expenditures discussed in this quarterly report do not include capital projects.

TABLE 1 - Electric Usage, Efficiency and Costs

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

PG&E Service Accounts: Rate Schedule E20S															Total Export Flow ¹ MG	Pumping			
Acct # 8482061923-1					Acct # 8440395259-5					Billing Days	Total			Energy kWh/MG		Cost		Efficiency %	
Service A					Service B						kWh	\$/kWh	\$			\$/MG	\$/AF		
Month	kWh	Peak	Partial Peak	Off Peak	\$	kWh	Peak	Partial Peak	Off Peak	\$		kWh	\$/kWh	\$					
Jul-20	857	0	0	857	\$9,287	282,971	1,659	1,992	279,320	\$48,872	29	283,828	\$0.20	\$58,159	130	2,179	\$446	\$145	63.8%
Aug-20	95,667	0	0	95,667	\$24,743	177,763	1,638	1,982	174,143	\$34,043	30	273,430	\$0.21	\$58,786	129	2,117	\$455	\$148	65.7%
Sep-20	182,479	0	0	182,479	\$37,167	187,983	1,786	2,220	183,977	\$37,682	32	370,462	\$0.20	\$74,849	153	2,428	\$490	\$160	57.3%
Oct-20	214,120	5,517	11,933	196,670	\$61,606	296,646	10,944	18,465	267,237	\$80,824	30	510,766	\$0.28	\$142,430	206	2,475	\$690	\$225	56.2%
Nov-20	212,107	0	30,325	181,782	\$44,606	398,055	1,101	63,096	333,858	\$71,165	30	610,162	\$0.19	\$115,771	313	1,952	\$370	\$121	71.2%
Dec-20	368,516	0	138,067	230,449	\$59,869	456,806	0	150,494	306,312	\$68,169	31	825,322	\$0.16	\$128,038	436	1,893	\$294	\$96	73.5%
Jan-21	385,680	0	151,049	234,631	\$56,707	475,245	0	169,374	305,871	\$75,072	30	860,925	\$0.15	\$131,779	449	1,919	\$294	\$96	72.5%
Feb-21	342,192	0	139,961	202,231	\$51,596	579,793	0	243,637	336,156	\$88,770	30	921,985	\$0.15	\$140,366	449	2,054	\$313	\$102	67.7%
Mar-21	272,999	0	76,652	196,347	\$46,031	590,744	0	169,340	421,404	\$86,561	32	863,743	\$0.15	\$132,592	386	2,235	\$343	\$112	62.2%
Apr-21																			
May-21																			
Jun-21																			
Quarter																			
Average	333,624				\$51,445	548,594				\$83,468	31	882,218	\$0.15	\$134,912	428	2,069	\$317	\$103	67.4%
Total	1,000,871				\$154,335	1,645,782				\$250,403	92	2,646,653		\$404,737	1,284	6,208			
Minimum	272,999				\$46,031	475,245				\$75,072	30	860,925	\$0.15	\$131,779	386	1,919	\$294	\$96	62.2%
Maximum	385,680				\$56,707	590,744				\$88,770	32	921,985	\$0.15	\$140,366	449	2,235	\$343	\$112	72.5%
YTD																			
Average	230,513				\$43,513	382,890				\$65,684	30	613,403	\$0.19	\$109,197	295	2,139	\$411	\$134	65.5%
Total	2,074,617				\$391,613	3,446,006				\$591,158	274	5,520,623		\$982,771	2,651	19,251			
Minimum	857				\$9,287	177,763				\$34,043	29	273,430	\$0.15	\$58,159	129	1,893	\$294	\$96	56.2%
Maximum	385,680				\$61,606	590,744				\$88,770	32	921,985	\$0.28	\$142,430	449	2,475	\$690	\$225	73.5%

**NOTES:**

1) To calculate pumping efficiency, read dates, electric usage, and export flows are **matched to PG&E billing periods**: 12/14/20 - 1/12/21 for January; 1/13/21 - 2/11/21 for February; 2/12/21 - 3/15/21 for March.

2) Pumping efficiency is based on continuous average flows and a TDH of 442.8 feet, including static lift of 408.8 feet and piping losses of 34 feet (per Charlie Joyce, B&C, 2/12/07).

3) Low pumping efficiency in October is related to the pipeline inspection when the system was pumping at odd times and also repumping water due to the need to drain the lines to allow inspection.

TABLE 2 - Pump Run Time Hours

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

Month	Pump No. 1	Pump No. 2	Pump No. 3	Pump No. 4	Pump No. 5	Pump No. 6	Pump No. 7	Pump No. 8	Pump No. 9	Pump No. 10	TOTAL	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Pump Run Hours	Pump Utilization %
Jul-20	1	165	71	0	1	8	329	37	0	11	623	8.4%
Aug-20	112	1	230	1	0	1	312	0	97	1	755	10.1%
Sep-20	48	1	256	96	0	181	99	78	229	66	1,054	14.6%
Oct-20	129	14	127	282	0	90	280	24	273	154	1,374	18.5%
Nov-20	0	8	404	435	0	131	360	324	213	4	1,879	26.1%
Dec-20	0	0	496	383	0	60	314	381	329	91	2,056	27.6%
Jan-21	0	0	581	527	0	0	532	197	59	326	2,221	29.9%
Feb-21	0	312	149	123	303	14	482	5	486	60	1,934	28.8%
Mar-21	0	167	269	382	135	92	244	326	169	143	1,927	25.9%
Apr-21												
May-21												
Jun-21												
Quarter												
Average	0	160	333	344	146	35	419	176	238	176	2,028	28.2%
Total	0	479	999	1,033	438	106	1,258	528	713	528	6,083	
Minimum	0	0	149	123	0	0	244	5	59	60	1,927	25.9%
Maximum	0	312	581	527	303	92	532	326	486	326	2,221	29.9%
YTD												
Average	32	74	287	248	49	64	328	152	206	95	1,536	21.1%
Total	289	668	2,583	2,230	438	579	2,953	1,372	1,856	855	13,823	
Minimum	0	0	71	0	0	0	99	0	0	1	623	8.4%
Maximum	129	312	581	527	303	181	532	381	486	326	2,221	29.9%

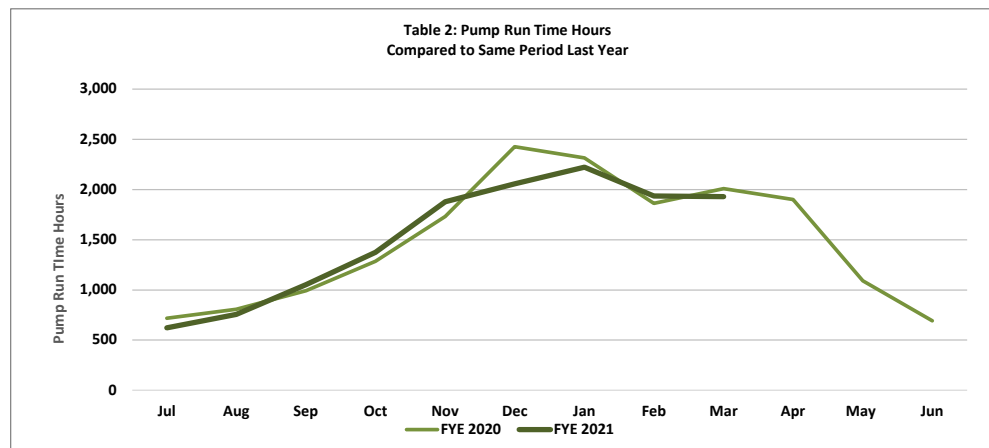


TABLE 3 - Monthly Average Storage Basin Levels and Volume

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

Month	Average Daily Volume			Average Volume Stored MG	Storage Available MG	Storage Basin Utilization %
	Basin No. 1	Basin No. 2	Basin No. 3			
	Feet	Feet	Feet			
Jul-20	2.51	0.14	2.22	2.39	18	13.3%
Aug-20	3.54	0.07	4.11	3.76	18	20.9%
Sep-20	4.68	1.23	6.97	6.48	18	36.0%
Oct-20	3.36	0.87	7.40	6.25	18	34.7%
Nov-20	4.86	0.22	0.69	2.74	18	15.2%
Dec-20	0.36	1.20	2.02	1.66	18	9.2%
Jan-21	1.88	1.97	0.07	1.93	18	10.7%
Feb-21	1.83	0.96	0.72	1.62	18	9.0%
Mar-21	2.93	2.47	3.75	4.81	18	26.7%
Apr-21						
May-21						
Jun-21						
Quarter						
Average	2.22	1.80	1.51	2.78		0.15
Minimum	1.83	0.96	0.07	1.62		0.09
Maximum	2.93	2.47	3.75	4.81		0.27
YTD						
Average	2.88	1.01	3.11	3.51		19.5%
Minimum	0.36	0.07	0.07	1.62		9.0%
Maximum	4.86	2.47	7.40	6.48		36.0%

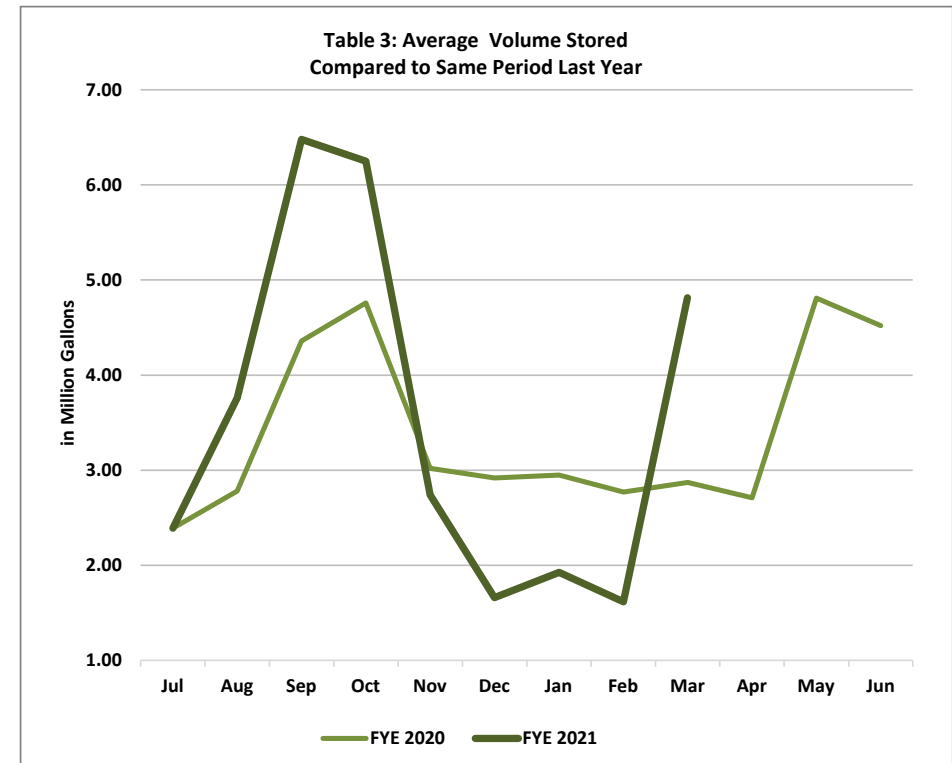
**Note:** Total available storage volume is 18 million gallons.

TABLE 4 - Monthly Export Flow

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

	Dublin San Ramon	Pleasanton	Livermore	Combined Export	
Month	Flow * MG	Flow * MG	Flow MG	Flow MG	Total for Quarter
Jul-20	0.00	69.47	84.98	154.45	459.16
Aug-20	0.00	56.45	94.98	151.43	
Sep-20	0.00	51.96	101.32	153.28	
Oct-20	10.97	152.95	108.95	272.87	
Nov-20	126.72	163.35	130.65	420.72	1,138.17
Dec-20	139.31	173.70	131.57	444.58	
Jan-21	134.42	185.25	140.49	460.16	
Feb-21	90.27	161.26	122.56	374.09	
Mar-21	58.15	169.70	124.84	352.69	1,186.93
Apr-21					
May-21					
Jun-21					
Quarter					
Total	282.84	516.20	387.89	1,186.93	
Average	94.28	172.07	129.30	395.64	
Minimum	58.15	161.26	122.56	352.69	
Maximum	134.42	185.25	140.49	460.16	
YTD					
Total	559.84	1,184.09	1,040.34	2,784.27	
Average	62.20	131.57	115.59	309.36	
Minimum	0.00	51.96	84.98	151.43	
Maximum	139.31	185.25	140.49	460.16	

* Monthly totals do not include flows diverted for recycling use by DERWA and Pleasanton.

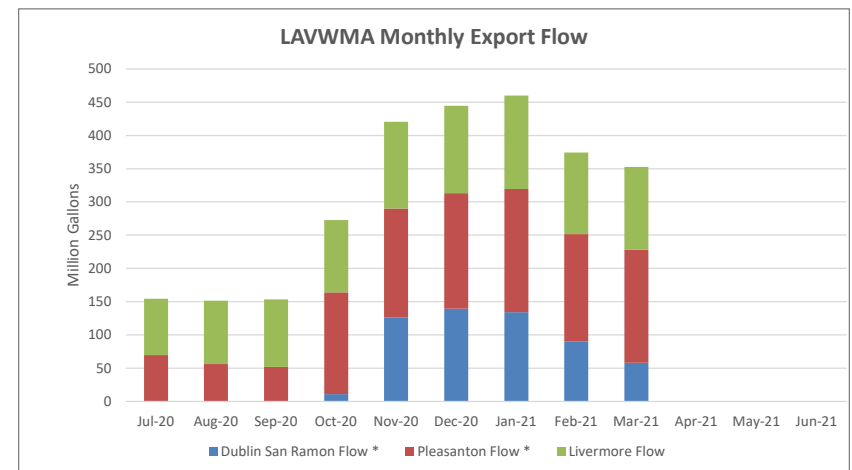
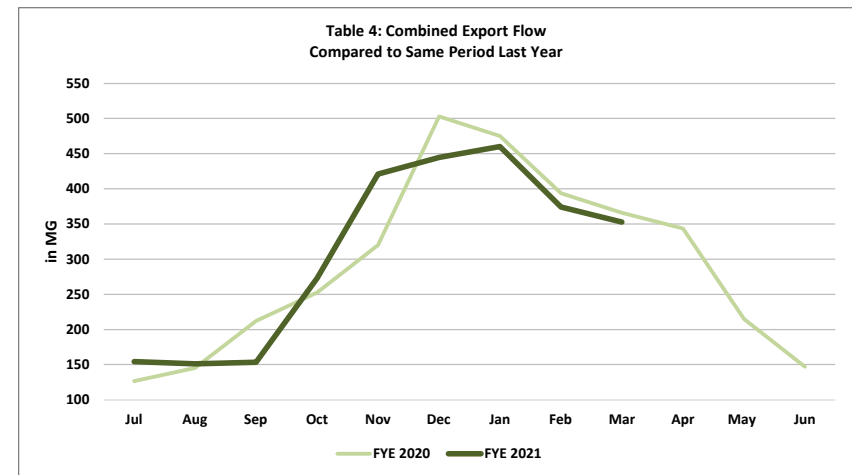


TABLE 5 - Labor Effort, Expenditures, and Budget Utilization

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

FY Labor Budget \$1,010,492

Month	Billed	FTE	Labor Invoice	YTD	Budget Utilization	Labor Budget	Export Flow	
	Labor Hours			Labor Expense		Remaining	MG	AF
Jul-20	420.0	2.4	\$62,233	\$62,233	6.2%	\$948,259	154.45	474
Aug-20	498.5	2.9	\$77,098	\$139,331	13.8%	\$871,161	151.43	465
Sep-20	466.5	2.7	\$73,335	\$212,667	21.0%	\$797,825	153.28	470
Oct-20	788.3	4.5	\$129,096	\$274,900	27.2%	\$668,730	272.87	837
Nov-20	684.5	3.9	\$99,804	\$337,133	33.4%	\$568,926	420.72	1,291
Dec-20	396.0	2.3	\$64,670	\$399,366	39.5%	\$504,256	444.58	1,364
Jan-21	445.0	2.6	\$74,538	\$461,599	45.7%	\$429,718	460.16	1,412
Feb-21	431.0	2.5	\$73,341	\$523,832	51.8%	\$356,378	374.09	1,148
Mar-21	376.5	2.2	\$63,901	\$586,065	58.0%	\$292,476	352.69	1,082
Apr-21								
May-21								
Jun-21								
<u>QUARTER</u>								
Total	1,252.5		\$211,779				1,186.93	3,643
Average	417.5	2.4	\$70,593				395.64	1,214
Minimum	376.5	2.2	\$63,901				352.69	1,082
Maximum	445.0	2.6	\$74,538				460.16	1,412
<u>YTD</u>								
Total YTD	4,506.3		\$718,016		71.1%	\$292,476	2,784.27	8,545
Average YTD	500.7	2.9	\$79,780				309.36	949
Minimum	376.5	2.2	\$62,233				151.43	465
Maximum	788.3	4.5	\$129,096				460.16	1,412

Notes: October labor is unusually high due to the pipeline inspection project.

DUBLIN SAN RAMON SERVICES DISTRICT

FYE 2020-2021 Report of Operations

TABLE 6 - O&M Expenditures and Budget Utilization

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

Total O&M Budget: **\$2,618,772**

Month	Labor Expenses	A/P Expenses	Total O&M Expenses	YTD O&M Expenses	Budget Utilization	O&M Budget Remaining	Overall O&M Cost		Export Flow	
							\$/MG	\$/AF	MG	AF
Jul-20	\$62,233	\$62,664	\$124,897	\$124,897	4.8%	\$2,493,875	\$809	\$263	154.45	474
Aug-20	\$77,098	\$106,542	\$183,640	\$308,537	11.8%	\$2,310,235	\$1,213	\$395	151.43	465
Sep-20	\$73,335	\$43,140	\$116,475	\$425,012	16.2%	\$2,193,760	\$760	\$248	153.28	470
Oct-20	\$129,096	\$60,246	\$189,341	\$614,353	23.5%	\$2,004,419	\$694	\$226	272.87	837
Nov-20	\$99,804	\$207,370	\$307,174	\$921,527	35.2%	\$1,697,245	\$730	\$238	420.72	1,291
Dec-20	\$64,670	\$214,508	\$279,178	\$1,200,705	45.8%	\$1,418,067	\$628	\$205	444.58	1,364
Jan-21	\$74,538	\$137,351	\$211,888	\$1,412,593	53.9%	\$1,206,179	\$460	\$150	460.16	1,412
Feb-21	\$73,341	\$156,659	\$230,000	\$1,642,593	62.7%	\$976,179	\$615	\$200	374.09	1,148
Mar-21	\$63,901	\$141,473	\$205,375	\$1,847,967	70.6%	\$770,805	\$582	\$190	352.69	1,082
Apr-21										
May-21										
Jun-21										
<u>QUARTER</u>										
Total	\$211,779	\$435,483	\$647,262				\$545	\$178	1,186.93	3,643
Average	\$70,593	\$145,161	\$215,754						395.64	1,214
Minimum	\$63,901	\$137,351	\$205,375				\$460	\$150	352.69	1,082
Maximum	\$74,538	\$156,659	\$230,000				\$615	\$200	460.16	1,412
<u>YTD</u>										
Total YTD	\$718,016	\$1,129,952	\$1,847,967				\$664	\$216	2,784.27	8,545
Average YTD	\$79,780	\$125,550	\$205,330							
Minimum	\$62,233	\$43,140	\$116,475				\$460	\$150	151.43	465
Maximum	\$129,096	\$214,508	\$307,174				\$1,213	\$395	460.16	1,412

Q1 Note: August expenditure of \$31K is for the rectifier repair that will be reimbursed by insurance.

Q2 Notes: a) Landscaping invoices (\$1561) for April and May not paid until October; b) AT&T invoices for Sep, Oct and Nov were all paid in November; c) PG&E invoices for Feeder A and Feeder B (\$142,430) were paid in November

TABLE 7 - O&M Expenditures and Budget Utilization for Livermore Sole Use Facilities

LAVWMA SYSTEM: Fiscal Year 2020-2021, 3rd Quarter

Livermore Sole Use Facilities			
Month	Labor	A/P	Total
-----	Expenses	Expenses	Expenses
-----	-----	-----	-----
Jul-20	\$0	\$0	\$0
Aug-20	\$194	\$342	\$536
Sep-20	\$0	\$171	\$171
Oct-20	\$2,527	\$0	\$2,527
Nov-20	\$389	\$163	\$552
Dec-20	\$0	\$274	\$274
Jan-21	\$0	\$244	\$244
Feb-21	\$1,849	\$403	\$2,252
Mar-21	\$2,297	\$194	\$2,491
Apr-21			
May-21			
Jun-21			
<u>Quarter</u>			
Total	\$4,146	\$841	\$4,987
Average	\$1,382	\$280	\$1,662
Minimum	\$0	\$194	\$244
Maximum	\$2,297	\$403	\$2,491
<u>YTD</u>			
YTD Total	\$7,256	\$1,791	\$9,047
YTD Average	\$806	\$199	\$1,005
YTD Minimum	\$0	\$0	\$0
YTD Maximum	\$2,527	\$403	\$2,527

LAVWMA
BUDGET COMPARISON TO ACTUAL EXPENSES: GOODS & SERVICES

Current FY Period: 9

ACTUAL EXPENSES BILLED TO LAVWMA FOR REGULAR O&M																
	Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD	YTD	
	FY 2020-2021	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021	TOTAL	Budget	
Labor																
Staff	\$1,010,492	\$62,233	\$77,098	\$73,335	\$129,096	\$99,804	\$64,670	\$74,538	\$73,341	\$63,901				\$718,016	\$757,869	
Subtotal	\$1,010,492	\$62,233	\$77,098	\$73,335	\$129,096	\$99,804	\$64,670	\$74,538	\$73,341	\$63,901	\$0	\$0	\$0	\$718,016	\$757,869	
Materials & Supplies																
Operations Supplies	\$12,200		\$300	\$9	\$115	\$13,533	\$134	\$153	\$9	\$94				\$14,347	\$9,150	
Mechanical Supplies	\$25,000	\$132	\$2,977	\$393	\$16,885	\$17	\$407		\$11,222					\$32,032	\$18,750	
Electrical Supplies	\$25,500		\$31,159	\$110	\$12	\$340	\$15	\$116	\$572					\$32,325	\$19,125	
Subtotal	\$62,700	\$132	\$34,436	\$402	\$17,110	\$13,562	\$881	\$168	\$11,347	\$666	\$0	\$0	\$0	\$78,704	\$47,025	
Laboratory Analysis																
Compliance Testing	\$11,300	\$965	\$772	\$965	\$772	\$772	\$965	\$792	\$792	\$990				\$7,785	\$8,475	
Operational Support Testing	\$4,000	\$356	\$356	\$356	\$356	\$356	\$356	\$366	\$366	\$366				\$3,234	\$3,000	
Special Sampling	\$15,000	\$1,570	\$1,256	\$1,256	\$1,570	\$1,256	\$1,570	\$1,288	\$1,288	\$1,288				\$12,342	\$11,250	
Subtotal	\$30,300	\$2,891	\$2,384	\$2,577	\$2,698	\$2,384	\$2,891	\$2,446	\$2,446	\$2,644	\$0	\$0	\$0	\$23,361	\$22,725	
Contractual Services																
Sub-surface Repairs	\$5,000													\$0	\$3,750	
Street Sweeping	\$5,000		\$493	\$394	\$400	\$500	\$400	\$400		\$800				\$3,387	\$3,750	
Cathodic Protection Survey & Repairs	\$30,000													\$0	\$22,500	
Underground Service Alert	\$3,800		\$3,517											\$3,517	\$2,850	
SCADA software maintenance contract	\$10,000		\$4,673											\$4,673	\$7,500	
HVAC Maintenance/Repairs	\$750													\$0	\$563	
Termite/Pest Control	\$900													\$0	\$675	
Landscape/weed maintenance	\$8,000			\$980	\$1,561		\$1,960			\$2,941				\$7,443	\$6,000	
Janitorial Service	\$3,000	\$495	\$495	\$795	\$795	\$795	\$795	\$795	\$795	\$795				\$6,555	\$2,250	
Fire Extinguisher Maintenance	\$200													\$0	\$150	
Postage/Shipping Charges	\$250													\$0	\$188	
Professional Services, misc	\$10,000		\$59				\$6,884			\$356				\$7,299	\$7,500	
Subtotal	\$76,900	\$495	\$9,236	\$2,169	\$2,756	\$1,295	\$10,040	\$1,195	\$795	\$4,892	\$0	\$0	\$0	\$32,873	\$57,675	
Utilities																
Electricity (PG&E)	\$1,420,300	\$58,803	\$59,710	\$37,629	\$37,682	\$187,477	\$199,944	\$132,438	\$140,929	\$133,272				\$987,885	\$1,065,225	
Water & Sewer (Pleasanton)	\$1,000	\$157		\$166		\$162		\$154						\$639	\$750	
Water (EBMUD)	\$880	\$186		\$197		\$250		\$197						\$830	\$660	
Telephone/communications	\$4,500		\$775			\$2,239	\$752	\$753	\$1,142					\$5,661	\$3,375	
WW Treatment (DSRSD)	\$2,500													\$0	\$1,875	
Subtotal	\$1,429,180	\$59,146	\$60,485	\$37,992	\$37,682	\$190,129	\$200,696	\$133,542	\$142,071	\$133,272	\$0	\$0	\$0	\$995,014	\$1,071,885	
Non-Routine																
Corrosion Studies/ Inspections	\$500													\$0	\$375	
Time delay switches for electrical switchgear	\$8,000													\$0	\$6,000	
Subtotal	\$8,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,375	
Monthly Total		\$124,897	\$183,640	\$116,475	\$189,341	\$307,174	\$279,178	\$211,888	\$230,000	\$205,375	\$0	\$0	\$0	\$1,847,967	\$1,963,554	
YTD Total	\$2,618,072	\$124,897	\$308,537	\$425,012	\$614,353	\$921,527	\$1,200,705	\$1,412,593	\$1,642,593	\$1,847,967						
Combined Export Flow, mg	3,524	154	151	153	273	421	445	460	374	353				2,784	2,643	
Pumping Efficiency																
Monthly Cost, \$/mg		\$809	\$1,213	\$760	\$694	\$730	\$628	\$460	\$615	\$582						
YTD Running Cost, \$/mg	\$743	\$809	\$1,009	\$926	\$839	\$799	\$752	\$687	\$676	\$664						

Q1 Notes:

Corpro \$31,107 expense under Electrical Supplies is for the rectifier P6/P7 repair and is reimbursable by insurance company
September labor has \$7,634.88 which is actually for Workday; a credit issued in Nov

Q2 Notes:

\$1561 landscaping invoices for April and May not paid until October
\$7634.88 Workday credit in labor that was erroneously coded to LAVWMA O&M and billed in September
AT&T invoices for Sep \$744, Oct \$746, Nov \$749 all paid in Nov
PG&E October invoices for Feeder A \$61,606 and Feeder B \$80,824 paid in November (total \$142,430); PG&E November invoice for Feeder B \$71,165 paid in December

LAVWMA
BUDGET COMPARISON TO ACTUAL EXPENSES: LABOR

Current FY Period: 9

ACTUAL EXPENSES BILLED TO LAVWMA FOR REGULAR O&M														
FY 2020-2021	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	YTD TOTAL	YTD Budget
<i>Estimated Personnel Hours</i>														
Division 50 - Ops Admin	0	-	-	-	-	-	-	-	-	-	-	-	-	-
	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Division 51 - FOD	72	-	-	-	18.00	-	4.00	5.50	-	-	-	-	27.50	54.00
Water/Wastewater Sys Lead Op	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Water/Wastewater Sys OP IV-On Call	0	-	-	-	7.25	-	2.00	-	-	-	-	-	9.25	-
Water/Wastewater Sys OP IV	64	-	-	-	-	-	-	-	-	-	-	-	-	48.00
Water/Wastewater Sys OP III	0	-	-	-	10.75	-	2.00	5.50	-	-	-	-	18.25	-
Water/Wastewater Sys OP II	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Supervisor	8	-	-	-	-	-	-	-	-	-	-	-	-	6.00
Division 52 - WWTP	2,996	207.50	225.00	204.00	254.25	280.50	164.00	195.00	171.00	174.00	-	-	1,875.25	2,247.00
Process Lead Operator IV/V	200	1.00	4.00	15.00	9.00	7.00	7.00	6.00	6.00	5.00	-	-	60.00	150.00
Senior WWTP Operator III	2,746	41.50	45.00	29.00	38.50	74.50	43.00	30.00	27.00	37.00	-	-	365.50	2,059.50
Operator In Training	0	160.00	90.00	50.00	12.00	4.00	10.00	10.00	10.00	10.00	-	-	356.00	-
Operator II	0	-	80.00	102.00	190.75	181.00	96.00	142.00	117.00	114.00	-	-	1,022.75	-
Operator II (SLSS)	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Operations Superintendent	50	5.00	6.00	8.00	4.00	14.00	8.00	7.00	11.00	8.00	-	-	71.00	37.50
Division 53 - MECH	1,741	120.00	228.00	183.00	459.50	226.50	115.00	122.50	115.00	139.50	-	-	1,709.00	1,305.75
Senior Mechanic-Crane Cert	380	-	-	-	-	1.00	14.00	33.50	35.00	22.00	-	-	105.50	285.00
Senior Mechanic - USA	82	-	-	-	-	19.00	20.00	20.00	25.00	-	-	-	84.00	61.50
Maintenance Worker	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Mechanic I/II	1,229	34.00	90.00	67.00	284.50	30.00	4.00	-	9.00	-	-	-	518.50	921.75
Mechanic II-Crane Cert	0	46.50	103.50	71.00	152.50	127.00	69.50	51.50	49.50	70.50	-	-	741.50	-
Mechanic I/II - USA	0	23.50	25.50	32.00	9.50	26.00	-	-	-	-	-	-	116.50	-
Mechanic II-Crane Cert - USA	0	16.00	9.00	13.00	13.00	42.50	12.50	13.50	10.50	13.00	-	-	143.00	-
Supervisor	50	-	-	-	-	-	-	-	-	-	-	-	-	37.50
Division 54 - ELEC	924	86.00	32.00	76.50	40.50	171.50	102.00	118.50	124.00	31.00	-	-	782.00	693.00
Senior Instrument/Controls Tech	12	-	-	-	-	-	-	-	-	-	-	-	-	9.00
Instrument Tech	480	29.00	25.00	55.50	9.50	44.50	14.50	13.00	1.00	-	-	-	192.00	360.00
OPS Control Sys Spec	144	1.00	-	2.00	-	69.00	87.00	62.00	52.00	-	-	-	273.00	108.00
Senior Electrician	36	-	-	-	-	-	-	1.00	-	-	-	-	1.00	27.00
Electrician I/II	240	50.00	7.00	17.00	31.00	54.00	15.00	41.00	53.00	26.00	-	-	294.00	180.00
Senior Electrical Engineer-Supervisory	12	6.00	-	2.00	-	4.00	1.00	5.00	4.00	-	-	-	22.00	9.00
Division 26 - SAFETY	48	-	-	-	-	-	-	-	-	-	-	-	-	36.00
Safety Officer	48	-	-	-	-	-	-	-	-	-	-	-	-	36.00
Division 40 - ENG	100	6.50	13.50	3.00	16.00	6.00	15.00	5.00	15.50	32.00	-	-	112.50	75.00
Senior Engineer-Supervisory	-	-	-	-	-	-	-	3.00	-	-	-	-	-	-
Associate/Senior Civil Engineer-SME	100	6.50	13.50	3.00	16.00	6.00	8.00	4.50	12.50	32.00	-	-	102.00	75.00
Construction Inspector I	-	-	-	-	-	-	7.00	0.50	-	-	-	-	7.50	-
Total Estimated Personnel Hours	5,881													
FTE	2.83													
Total Monthly Hours		420.00	498.50	466.50	788.25	684.50	396.00	445.00	431.00	376.50	-	-	4,506.25	4,410.75

LAVWMA January 2021

Date	Parameter Units Location	Flow MGD INF-002A	CBOD mg/L INF-002A	TSS mg/L INF-002A	Flow MGD LAVWMA	CBOD mg/L LAVWMA	TSS mg/L LAVWMA	Fecal Coliform MPN/100ml SLSS	Enterococcus MPN/100ml SLSS	Total Chlorine Residual mg/L SLSS
1/1/2021					14.76					0.001
1/2/2021					15.57					0.001
1/3/2021					16.38					0.001
1/4/2021					10.28					0.001
1/5/2021					10.28					0.001
1/6/2021					14.45	4.4	7.0			0.001
1/7/2021					13.94			<2	<10	0.001
1/8/2021					14.94					0.001
1/9/2021					15.94					0.001
1/10/2021					13.94					0.001
1/11/2021					15.69					0.001
1/12/2021					15.69					0.001
1/13/2021					16.69	7.7	12.5			0.001
1/14/2021					13.98			<2	<10	0.001
1/15/2021					14.98					0.001
1/16/2021					14.98					0.001
1/17/2021					14.98					0.001
1/18/2021					14.10					0.001
1/19/2021					14.99					0.001
1/20/2021					15.07					0.001
1/21/2021					13.55	4.4	8.6	<2	<10	0.002
1/22/2021					14.20					0.001
1/23/2021					15.76					0.001
1/24/2021					15.11					0.001
1/25/2021					17.11					0.001
1/26/2021					15.11					0.019
1/27/2021					15.11	5.1	9.4			0.005
1/28/2021					16.43			<2	<10	0.002
1/29/2021					15.38					0.001
1/30/2021					15.38					0.001
1/31/2021					15.38					0.001

Note:

Flow, CBOD, TSS from LAVWMA Export Pump Station

Fecal Coliform, Enterococcus, Total Residual Chlorine from San Leandro Sampling Station (SLSS)

LAVWMA February 2021

Date	Parameter Units Location	Flow MGD INF-002A	CBOD mg/L INF-002A	TSS mg/L INF-002A	Flow MGD LAVWMA	CBOD mg/L LAVWMA	TSS mg/L LAVWMA	Fecal Coliform MPN/100ml SLSS	Enterococcus MPN/100ml SLSS	Total Chlorine Residual mg/L SLSS
2/1/2021					15.06					0.001
2/2/2021					15.41					0.003
2/3/2021					14.59	6.0	9.7			0.047
2/4/2021					15.16			4	<10	0.013
2/5/2021					15.62					0.001
2/6/2021					14.70					0.001
2/7/2021					14.32					0.001
2/8/2021					14.85					0.001
2/9/2021					13.76					0.008
2/10/2021					12.00	8.9	15.4			0.001
2/11/2021					15.00			23	<10	0.001
2/12/2021					14.70					0.001
2/13/2021					14.39					0.001
2/14/2021					14.17					0.001
2/15/2021					13.02					0.001
2/16/2021					13.05					0.001
2/17/2021					13.46	27.3	14.2			0.002
2/18/2021					9.89			4	<10	0.007
2/19/2021					14.46					0.001
2/20/2021					9.46					0.001
2/21/2021					14.78					0.001
2/22/2021					13.17					0.001
2/23/2021					10.45					0.001
2/24/2021					13.18	6.7	9.1			0.001
2/25/2021					9.98			2	<10	0.001
2/26/2021					10.13					0.001
2/27/2021					11.63					0.004
2/28/2021					13.71					0.004

Note:

Flow, CBOD, TSS from LAVWMA Export Pump Station

Fecal Coliform, Enterococcus, Total Residual Chlorine from San Leandro Sampling Station (SLSS)

On 2/16 to 2/17/21, the basin sealing project was on going. As a result, DSRSD was unable to perform routine basin cleaning and rotation which possibly caused the elevated CBOD.

LAVWMA March 2021

Date	Parameter Units Location	Flow MGD INF-002A	CBOD mg/L INF-002A	TSS mg/L INF-002A	Flow MGD LAVWMA	CBOD mg/L LAVWMA	TSS mg/L LAVWMA	Fecal Coliform MPN/100ml SLSS	Enterococcus MPN/100ml SLSS	Total Chlorine Residual mg/L SLSS
3/1/2021					9.47					0.001
3/2/2021					7.47					0.002
3/3/2021					9.08					0.002
3/4/2021					9.69	5.2	10.3	<2	10	0.001
3/5/2021					14.57					0.001
3/6/2021					12.64					0.001
3/7/2021					10.74					0.001
3/8/2021					10.33					0.001
3/9/2021					11.18					0.013
3/10/2021					14.14	3.5	6.9			0.001
3/11/2021					9.79			<2	<10	0.001
3/12/2021					11.22					0.001
3/13/2021					14.36					0.001
3/14/2021					14.64					0.001
3/15/2021					13.51					0.001
3/16/2021					10.84					0.001
3/17/2021					10.50	4.9	9.7			0.001
3/18/2021					15.41			<2	<10	0.001
3/19/2021					13.29					0.001
3/20/2021					12.24					0.001
3/21/2021					9.86					0.001
3/22/2021					15.23					0.001
3/23/2021					11.32					0.001
3/24/2021					11.32	5.4	9.6			0.001
3/25/2021					8.78			<2	<10	0.001
3/26/2021					9.78					0.001
3/27/2021					9.78					0.001
3/28/2021					13.59					0.001
3/29/2021					9.78					0.001
3/30/2021					8.91					0.001
3/31/2021					9.21	4.0	10.1			0.001

Note:

Flow, CBOD, TSS from LAVWMA Export Pump Station

Fecal Coliform, Enterococcus, Total Residual Chlorine from San Leandro Sampling Station (SLSS)

*DUBLIN SAN RAMON SERVICES DISTRICT
WASTEWATER TREATMENT FACILITY*

LAVWMA - 1st Quarter 2021

Langelier pH Saturation Index

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO ₃)	Alkalinity (mg/L CaCO ₃)	pH (Actual)	pH Saturation	Langlier Index
01/13/21	788	20.7	148	408	7.2	7.1	0.1
02/09/21	806	20.2	152	384	7.8	7.1	0.6
03/16/21	824	18.8	124	368	7.6	7.3	0.4
MAXIMUM	824	20.7	152	408	7.8	7.3	0.6
MINIMUM	788	18.8	124	368	7.2	7.1	0.1
AVERAGE	806	19.9	141	387	7.5	7.2	0.4

*DUBLIN SAN RAMON SERVICES DISTRICT
WASTEWATER TREATMENT FACILITY*

DSRSD - 1st Quarter 2021

Langelier pH Saturation Index

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO ₃)	Alkalinity (mg/L CaCO ₃)	pH (Actual)	pH Saturation	Langlier Index
01/13/21	840	21.4	170	428	7.3	7.0	0.3
02/09/21	826	21.1	166	388	7.6	7.1	0.5
03/16/21	828	20.8	154	404	7.5	7.1	0.4
MAXIMUM	840	21.4	170	428	7.6	7.1	0.5
MINIMUM	826	20.8	154	388	7.3	7.0	0.3
AVERAGE	831	21.1	163	407	7.5	7.1	0.4

TABLE 10

CITY OF LIVERMORE
LIVERMORE WATER RECLAMATION PLANT

Langelier pH Saturation Index

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO ₃)	Alkalinity (mg/L CaCO ₃)	pH (Actual)	pH Saturation	Langlier Index
01/07/21	700	20.0	87	325	7.6	7.5	0.1
02/05/21	730	20.0	90	368	7.6	7.5	12.1
03/03/21	760	19.0	92	360	7.7	7.5	0.2
MAXIMUM	760	20.0	92	368	7.7	7.5	12.1
MINIMUM	700	19.0	87	325	7.6	7.5	0.1
AVERAGE	730	19.7	90	351	7.6	7.5	4.1

TABLE 11

LAVWMA FYE21 Capital Projects
Modified 4/30/2021

Project	Estimated Cost	Estimated Completion Date	Priority (High, Medium, Low)	Complexity (High, Medium, Low)	Lead/Co-Lead/Others	Coordination Issues (Engineering/Operations/Mechanical/Instrumentation, Controls, & Electrical)	Schedule Issues	Status and other notes
Pump Station Risk Analysis and Forcemain Inspection and Evaluation. Carryover from FYE20.	\$250,000	3/31/2021	High, project complete	Medium for pump station issues. High for pipeline inspection. Medium for SLSS upgrade recommendations	Weir/Quinlan		Project went nine months beyond anticipated completion date due to issues with EBDA agreement, and pipeline inspection.	Project complete. Modeling has been completed and all files received. Pipeline inspection has been completed. SLSS upgrade recommendations completed. Files and final reports received for all items.
MCC and Soft Starter Replacement Project. Carryover from FYE20 and into FYE21. Electrical Improvements to the Main Switchgear at the Pump Station.	Design cost \$250,000. Construction cost \$2,300,000 - \$2,500,000.	12/31/2021	High, design complete. Construction High - need to complete before winter 2021/22	Medium for design. High for construction due to weather and need for phasing.	Weir/Atendido		Some issues with submittals from subcontractor Eaton, but they are committed to meet deadlines.	Design phase complete. Royal Electric is the contractor. Submittals have all been received. Full response from Eaton not received, but they have been authorized to begin fabrication in order to meet schedule requirements.
Rebuild Three Pumps and Their Associated Motors.	\$216,000. Decided not to order a fourth pump as a spare as storage would be a problem.	12/31/2021	High	Medium. Will replace the remaining three 500 HP pumps. Need to order seals too. Check valves also being rebuilt.	Quinlan		Spec development delayed due to misplaced purchase order at West Yost.	Project now includes three pumps and motors. Pump technical spec nearing completion. A draft was sent to prospective manufacturers and vendors. Their feedback has been useful in improving the spec. The front end specs are completed but need a few minor modifications to comply with the technical spec. Anticipate issuing the bid packet in May.
Resealing of all Three Storage Basins.	\$200,000	3/15/2021	High, DSRSD handled project in coordination with their own storage basins.	Medium.	Quinlan			Project has been completed. Costs were slightly over budget due to the need to seal several cracks that were discovered.
San Leandro Sample Station Design Improvements.	\$670,000	6/30/2021	High		Weir/DSRSD staff			Final report received from HydroScience. Draft RFP for engineering services has been prepared and is under review by General Counsel.
Road Drainage Improvements at the Pump Station.	\$35,000	12/31/2020			TBD			To be combined with similar projects at DSRSD.
Cathodic Protection Projects.	\$185,000	12/31/2020	High.	Medium for some parts, high for others that require traffic control.	Weir/Atendido			Corpro was only bidder and work is underway. All minor items have been completed. Three subprojects require excavation, permits, and traffic control and are in development.
PLC Upgrade at the Pump Station.	\$300,000	6/30/2021		Medium	Jason Ching			Project to be combined with DSRSD SCADA project. Scoping meetings have been scheduled to determine needs from operations and maintenance staffs.
Pipeline Inspection	\$100,000	6/30/2021			Weir/Quinlan			Final Report and recommendations have been received from HydroScience / National Plant Services. Recommendation is to spend \$100,000 per year on inspections. That would allow the entire system to be inspected on about a ten year basis.
Smart Detectors on High Maintenance Air/Vac and Air Release Valves.	\$40,000	6/30/2021			Quinlan			The smart detectors are intended to help prevent leaks from the valves along the forcemain system.

Page 1

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

ITEM NO. 13 PROPOSED OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2021/22

Action Requested

Adopt the proposed Operating and Capital Budget for Fiscal Year 2021/22.

Summary

LAVWMA is required to adopt its fiscal year budget by June 30 each year. The proposed operating budget of \$3,610,480 is a 3.65% increase from the FY2020/21 budget. The total revenue requirement of \$12,010,455 is a 1.02% increase from the FY2020/21 budget. Debt service payments consist of \$2,436,792 for the Repair Project and \$5,563,183 for the Expansion Project. There is no payment for the EBDA Debt Service as the entire amount was paid in FY2018/19. Debt service for the Repair Project and the Expansion Project are a decrease of 0.07%.

The annual deposit of \$400,000 to the Renewal & Replacement Fund (R&R) remains the same as last year. R&R Projects total \$3,926,000 and many are being carried over from last year. They are related to the purchase of three pumps and rebuilding their motors, design improvements to the San Leandro Sample Station, replacement of the Motor Control Centers at and other electrical components at the pump station, cathodic protection projects on the pipelines, and additional pipeline inspection. Projects are based on recommendations from DSRSD staff. Additional detail is contained in the proposed budget document. The R&R Fund balance is slowly decreasing due the magnitude of projects and low interest rates. Once the major projects are completed a more thorough review of the R&R Fund will be undertaken. This is part of a larger Asset Management analysis that continues at an acceptable pace. The program will be matched to DSRSD's program that is concurrently being developed.

Like last year, this year's budget document includes Section 5.0 on Budget Trends based on past requests from the Board. The actual expenses for FY2020/21 are estimates based on data through March 31, 2021 and the approved expenses for FY2021/22 are as proposed in the budget. The Proposed Operating and Capital Budget for Fiscal Year 2021/22 is included as **Attachment No. 13.a**. The operating budget is largely based on DSRSD's detailed O&M Budget, which is included as **Attachment No. 13.b**. Staff will provide a presentation and answer questions at the Board meeting. The proposed budget has been discussed with the LAVWMA Staff Advisory Group.

Recommendation

It is recommended that the Board approve the proposed Operating and Capital Budget for Fiscal Year 2021/22.

Page 2

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

Attachments

- 13.a Proposed Operating and Capital Budget for Fiscal Year 2021/22.
- 13.b DSRSD Proposed FYE2022 and FYE2023 Operations & Maintenance Budgets.



**LIVERMORE-AMADOR VALLEY
WATER MANAGEMENT AGENCY
DRAFT
OPERATING AND CAPITAL BUDGET
FISCAL YEAR 2021/22**

Approved by the LAVWMA Board _____

LAVWMA FY2021/22 Budget

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
OPERATING AND CAPITAL BUDGETS
FISCAL YEAR 2021/22

Table of Contents

EXECUTIVE SUMMARY 1

1.0 GENERAL..... 3

1.1 MISSION & GOALS..... 4

2.0 OPERATING BUDGET 5

2.1 DESCRIPTION OF SERVICES PROVIDED 5

2.3 CHANGES FROM FY2020/21 BUDGET..... 13

3.0 CAPITAL BUDGET..... 14

3.1 DESCRIPTION OF BUDGET..... 14

3.2 DISCUSSION OF CAPITAL EXPENDITURES PROPOSED FOR FY2021/22..... 15

4.0 FY2021/22 MEMBER AGENCY COST SHARING & SCHEDULE 15

5.0 BUDGET TRENDS FY2013/14 – FY2021/22..... 16

LAVWMA FY2021/22 Budget

**LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
OPERATING AND CAPITAL BUDGETS
FISCAL YEAR 2021/22**

EXECUTIVE SUMMARY

OPERATING BUDGET

The proposed operating budget of \$3,610,480 is a 3.65% increase from the FY2020/21 budget. The total revenue requirement of \$12,010,455 is a 1.02% increase from the FY2020/21 budget. Debt service payments consist of \$2,436,792 for the Repair Project, \$5,563,183 for the Expansion Project for a total of \$8,399,975. It should also be noted that the DSRSD proposed budget for LAVWMA proposes a modest 2% decrease for operations and maintenance. DSRSD costs were typically well below estimates such that LAVWMA's budget was less than their projections. DSRSD's current proposed budget is less conservative than in the past such that LAVWMA's budget will be closer to DSRSD's proposal.

The FY2020/21 Budget includes a few items that exceeded the approved budget including:

- PG&E power will be above budget based on projections for the first nine months of the year. However, low rainfall, water recycling, and the new time of use schedule may result in lower costs than projected.
- Labor will be above budget due to a number of projects and maintenance activities that were required this year.
- Management expenses will be above budget due to the number of capital projects, flow modeling for the EBDA agreement, EBDA negotiations, NPDES permit renewal, amendment to the maintenance agreement with DSRSD, and numerous contracts for projects.

The total EBDA O&M budget of \$839,880 is 4.73% above last year. In addition to the increase of approximately \$150,000 annually for the new Master Agreement, the increase is largely due to an increase in the NPDES permit fee and studies for the nutrient permit. LAVWMA owns 19.72 MGD of EBDA's 189.1 MGD capacity, or 10.43%. With the new Master Agreement the fixed cost will increase 18.6% to 26.1%. Costs for EBDA are based on fixed and variable (flow based) percentages. The flow-based percentage is currently 16.24% as compared to 17.9% last year. It is in LAVWMA's best interests to reduce variable costs through a combination of reducing flows through water recycling and flow management during wet weather. The EBDA Master Agreement has been extended through June 30, 2021. EBDA and LAVWMA have agreed to a term sheet for a new agreement. An Amended and Revised Master Agreement is going before both Boards for approval the week of May 17, 2021. EBDA costs for FY21/22 are now based on the new Master Agreement.

The proposed FY2021/22 operating budget considers projected FY2020/21 expenditures and is largely based on the detailed budget prepared by DSRSD pursuant to the Maintenance Agreement, copy attached. FY2020/21 O&M expenditures are projected to be above the approved budget by approximately 2.4%. This is primarily due to the increased costs for DSRSD labor and administrative costs as previously noted. The proposed budget includes no increase in

LAVWMA FY2021/22 Budget

PG&E costs. The annual reconciliation process will collect any shortfall from the member agencies. Significant water recycling efforts in the service area are continuing and should increase over time, which will help to offset PG&E rate increases. Increased pumping efficiency will also help to offset rate increases. A new time of use rate structure that became effective in March 2021 could also prove beneficial. DSRSD staff has responded well to the new time of use schedule.

DSRSD's costs reflect a 2.75% cost of living adjustment. Other Fixed costs have been adjusted based on actual expenditures and anticipated needs for next year. Additional information is included in the remainder of the budget report.

Items that are increasing in the FY2021/22 Budget include the following:

- DSRSD labor, 11.23%, due to the number of projects being undertaken and to more closely coincide with DSRSD's projections.
- EBDA O&M costs due to the new Master Agreement, permit fees, and regional monitoring program costs.
- Monitoring and testing due to implementation of the new NPDES permit, which will require more frequent monitoring for ammonia, and the need for the lab to obtain certification for the E. coli test.
- Management, Legal, and Treasurer costs due to the refunding, capital project management and contract preparation, and a thorough review of both the maintenance agreement and the Joint Powers Agreement. Both date to 1979 and have not been reviewed in many years.

Items that are decreasing in the FY2021/22 Budget include the following:

- Contractual services since the NPDES permit has been renewed and there is no need for technical assistance for the next four years.
- Services and supplies under Administration are decreasing since the vacant Administrative Assistant position has not been filled due to COVID-19, the completion of the website upgrade, and the completion of the records management project.

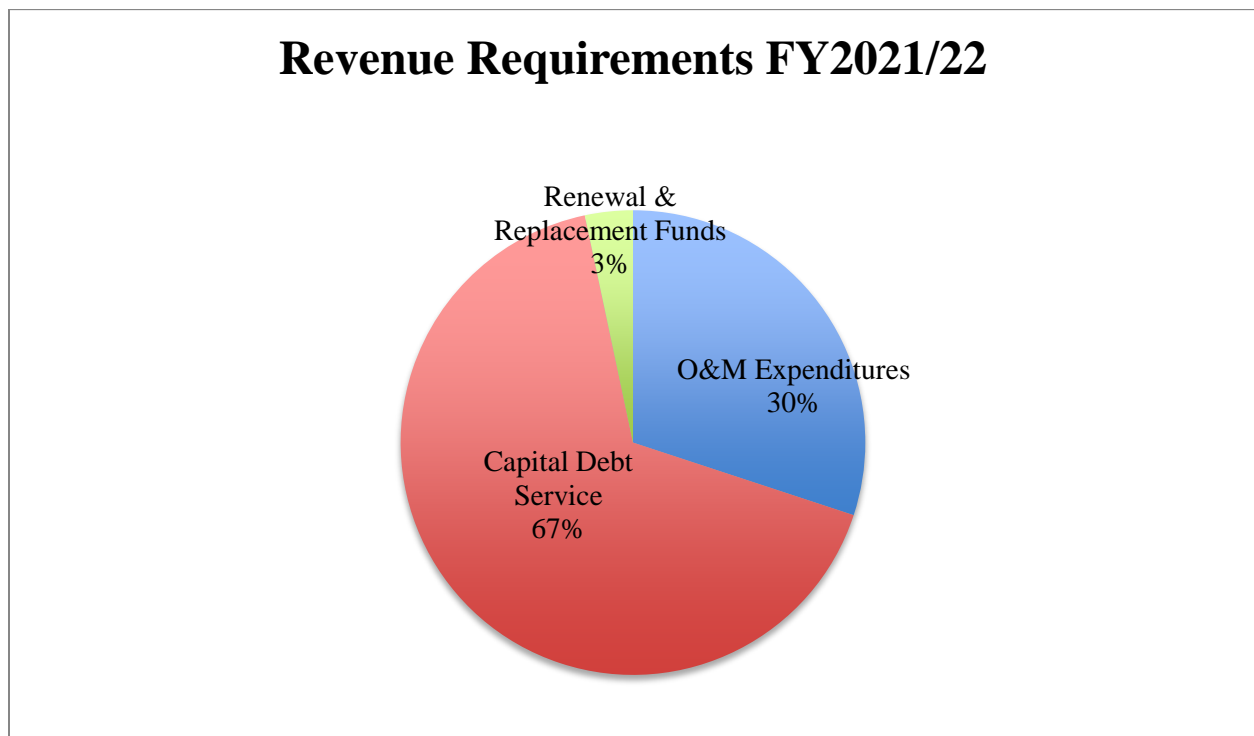
CAPITAL BUDGET

The FY2020/21 capital budget was \$4,446,000, of which approximately \$584,000 is projected to be spent this fiscal year. Much of this is due to delays associated with COVID-19 issues, as well as hiring of new staff by DSRSD. In addition several of the projects are intended to span more than one fiscal year. The FY2021/22 capital budget of \$3,926,000 is for the renewal and replacement of LAVWMA and EBDA facilities and includes the purchase of three pumps and rebuilding three motors, design improvements at the San Leandro Sample Station (SLSS), drainage improvements, continuation of the motor control center replacement project, cathodic protection improvements, and pipeline inspection. Pipeline inspection will now be an annual project with the intent of completing inspection of the entire system within five years. All of these major projects have been recommended by DSRSD staff. Please refer to the tables below which provide descriptions and summarize the costs.

LAVWMA FY2021/22 Budget

REVENUE REQUIREMENTS

The FY2021/22 budget also includes the debt service (repair and expansion) for the 2011 Bonds. Although repair and expansion of the existing pipeline is a capital cost, the associated debt service is tabulated in the operating budget to assist member agencies with their rate and fee calculations. The projected debt service includes payment of principal and interest. It should be noted that refunding of the debt is underway and has the potential to save at least \$1,000,000 per year in debt payments. This year's budget recommends that the annual deposit to the Joint Use Renewal Replacement Fund be continued at the \$400,000 level that was approved five years ago. Due to the increased cost of the MCC and SLSS Projects, the contribution should be revisited next year. Dual Use facilities are minimal and are currently adequately funded. The following pie chart illustrates the allocation of the \$12,010,455 in total revenue requirements for FY2021/22.



1.0 GENERAL

Livermore-Amador Valley Water Management Agency (LAVWMA) is a Joint Powers Agency comprised of the Cities of Livermore and Pleasanton, and Dublin San Ramon Services District (DSRSD). The City of Livermore collects and treats all City wastewater. DSRSD delivers water to the City of Dublin and the Dougherty Valley, and it collects and treats wastewater for Dublin and southern San Ramon, and treats additional wastewater under a contract with the City of Pleasanton. LAVWMA exports treated effluent from the LAVWMA Pumping Station west over the Dublin Grade, through Castro Valley, and the City of San Leandro, to a pipeline operated by the East Bay Dischargers Authority (EBDA). EBDA dechlorinates the effluent and discharges it through a deepwater outfall into San Francisco Bay. A significant portion of member agency flows are kept within their service areas for water recycling purposes.

LAVWMA FY2021/22 Budget

1.1 Mission & Goals

LAVWMA'S MISSION

LAVWMA's mission is to support its member agencies: Dublin San Ramon Services District, City of Pleasanton, and City of Livermore by providing cost effective operation and maintenance of all of the Agency export facilities in full compliance with federal, state, and local requirements. LAVWMA supports its member agencies in their efforts to implement comprehensive water recycling programs.

We will complete our work primarily through consultants. We will invest in this diverse project team and promote a work ethic that recognizes and promotes teamwork and a positive work environment. We will practice fairness, provide challenges, and allow freedom of communication and thought to enable team members to make meaningful contributions to LAVWMA, the industry and our community.

Agency Goals & Objectives

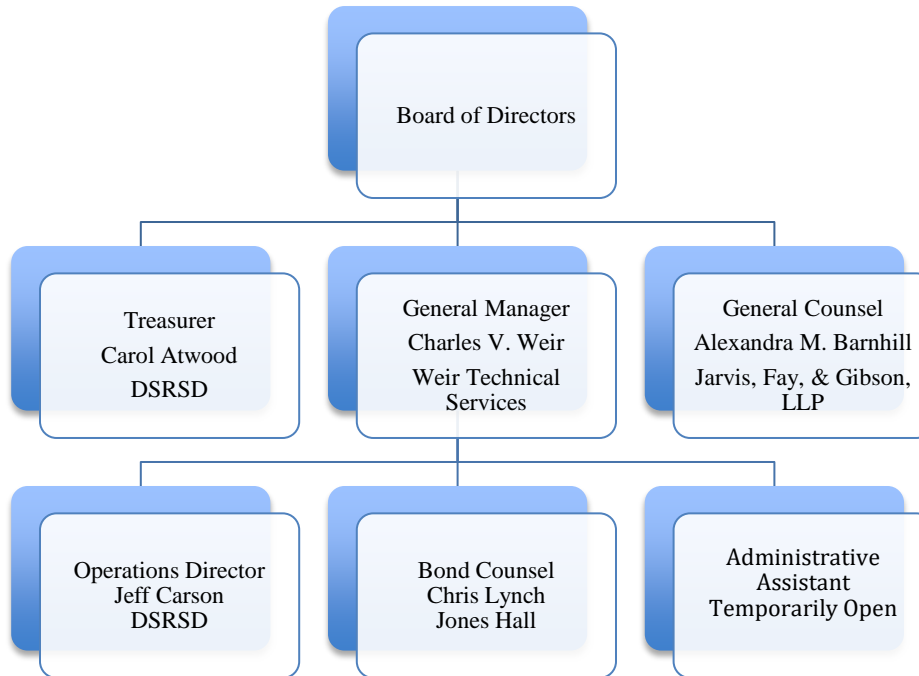
To carry out our Mission, LAVWMA will pursue the following goals:

- **Environmental Compliance.** Continue efficient operations of facilities to prevent wastewater overflows. Meet all CEQA mitigation requirements for new construction. Exceed requirements pertaining to community impacts.
- **Cost Effectiveness.** Continue to perform routine maintenance on existing facilities in a manner that promotes cost savings over the projected life of the facilities.
- **Technical Soundness.** Provide technically sound solutions that use the newest available technology without incurring excessive risk.
- **Customer Service.** Continue to comply with the 1997 Joint Exercise of Powers Agreement (JPA) and the October 2011 Sewer Service Contract with the LAVWMA member agencies.

1.2 ORGANIZATION

The LAVWMA team proposed for FY2021/22 is shown in the following chart.

LAVWMA FY2021/22 Budget



2.0 OPERATING BUDGET

2.1 Description of Services Provided

The Operations and Maintenance (O&M) budget includes all costs required to operate and maintain existing LAVWMA facilities. LAVWMA's existing facilities include the sole-use and dual-use interceptors, junction structure, Export and Livermore pumping stations, storage basins, export pipeline including appurtenances, and two emergency dechlorination stations. LAVWMA's facilities are operated and maintained by DSRSD pursuant to a Maintenance Agreement initially executed in 1979.

The FY2021/22 Operating Budget on the following pages includes costs for the following: O&M Variable Costs, O&M Fixed Costs, Admin/Mgmt. Costs, Total O&M Costs, Capital Program Funding, and Total Revenue Requirements.

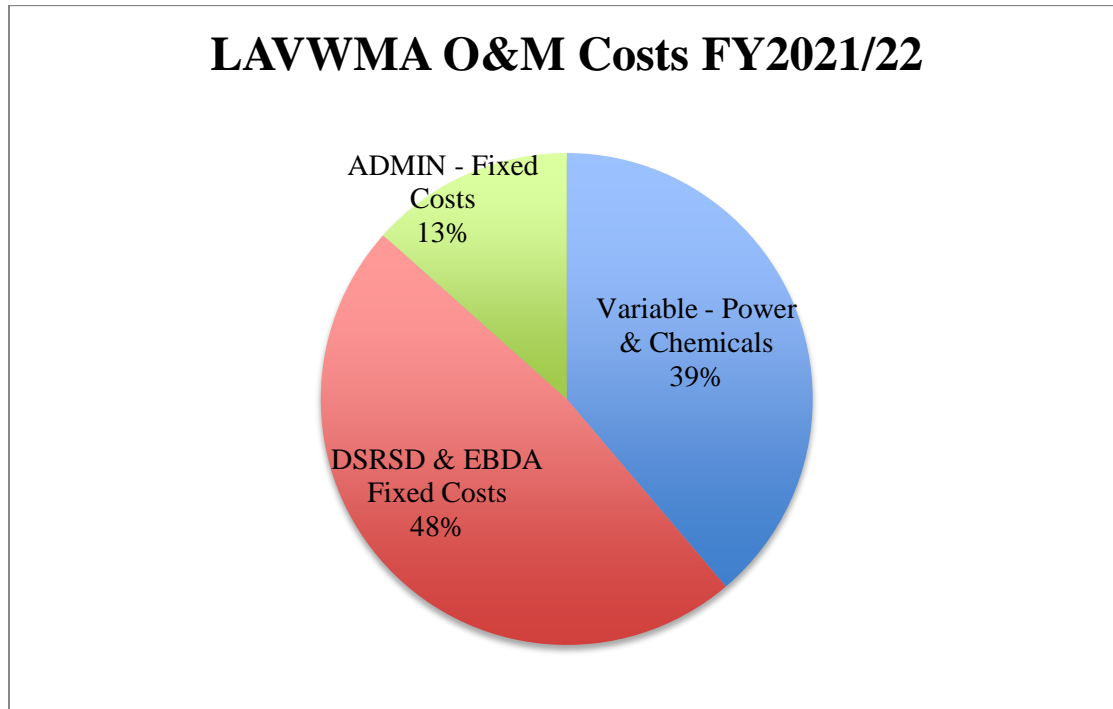
LAVWMA FY2021/22 Budget

FY2021/22 OPERATIONS BUDGET SUMMARY							
			FY2020/21 Adopted Budget	FY2020/21 Projected Actual	FY2021/22 Proposed Budget	Change From Adopted FY2020/21	
OPERATIONS AND MAINTENANCE							
VARIABLE COSTS							
		DSRSD Maintenance Agreement (Power)	\$ 1,250,000	\$ 1,317,180	\$ 1,250,000	0.00%	
		EBDA O&M (See Table, Section 2.2.1)	157,000	141,273	150,828	-3.93%	
		Subtotal - O&M Variable Costs	1,407,000	1,458,453	1,400,828	-0.44%	
FIXED COSTS							
		DSRSD Maintenance Agreement					
		Labor	797,000	862,524	886,500	11.23%	
		Materials/Supplies	50,000	47,597	50,000	0.00%	
		Contractual	70,000	43,831	50,000	-28.57%	
		Monitoring/Testing	31,000	31,148	35,000	12.90%	
		Utilities (fixed)	7,000	9,507	7,000	0.00%	
		Non Routine	8,000	-	8,000	0.00%	
		EBDA O&M (See Table, Section 2.2.3)	645,000	651,529	689,051	6.83%	
		EBDA Total	802,000	792,803	839,880	4.72%	
		Subtotal - O&M Fixed Costs	1,608,000	1,646,135	1,725,551	7.31%	
ADMIN/MGMT							
		Mgr/Treas/Counsel/Board	273,000	329,366	312,600	14.51%	
		Services/Supplies/Misc	132,500	63,887	67,500	-49.06%	
		Permits/Insurance	62,900	76,396	104,000	65.34%	
		Subtotal Admin/Mgmt	468,400	469,648	484,100	3.35%	
		Subtotal All Fixed Costs	2,076,400	2,115,784	2,209,651	6.42%	
TOTAL O&M COSTS			\$ 3,483,400	\$ 3,574,237	\$ 3,610,480	3.65%	
			FY2020/21 Adopted Budget	FY2020/21 Projected Actual	FY2021/22 Proposed Budget	Change From Adopted FY2020/21	
CAPITAL PROGRAM FUNDING							
		Replacement Fund	400,000	400,000	400,000	0.00%	
		Repair Debt Service	2,438,658	2,438,658	2,436,792	-0.08%	
		Expansion Debt Service	5,567,442	5,567,442	5,563,183	-0.08%	
		SUBTOTAL	\$ 8,406,100	\$ 8,406,100	\$ 8,399,975	-0.07%	
TOTAL REVENUE REQUIREMENTS			\$11,889,500	\$11,980,337	\$12,010,455	1.02%	

LAVWMA FY2021/22 Budget

2.2 Operating Budget Summaries

The following pie chart depicts the allocation of operating costs:



2.2.1 Variable Costs – Power and Chemicals

Variable costs for power (DSRSD/EBDA) and chemicals (EBDA) are directly tied to the volume of flow that LAVWMA discharges. They total \$1,400,828 and make up approximately 38.8% of LAVWMA's total operating budget. Pumping and chemical costs for FY2021/22 are projected to be 0.44% less than last year. PG&E's new time of use schedule went into effect on March 1, 2021. As a consequence LAVWMA is not pumping during the peak times of 4:00 p.m. to 9:00 p.m. every day. LAVWMA and DSRSD believe that it may be possible to reduce costs through prudent management of the new time of use schedule. The FY2021/22 Budget is based on actual costs for the current year. The following table details the variable costs for EBDA.

Facility	Variable Cost	LAVWMA Cost, 16.24%
General Administration	\$21,500	\$3,492
Outfall & Forcemains	\$150,000	\$5,432 (22.3%)
Marina Dechlor Facility	\$457,000	\$74,216
Oro Loma Pump Station	\$465,000	\$75,515
Bay & Effluent Monitoring	\$55,000	\$8,932
Total	\$1,148,500	\$167,587

LAVWMA FY2021/22 Budget

The total estimate for EBDA Variable O&M Costs is 90% of the above total, or \$150,828 or a 3.93% decrease from last year.

2.2.2 Fixed Costs - DSRSD Maintenance Agreement

Operation and maintenance of LAVWMA facilities for FY2021/22 is estimated to require 5,800 fully burdened labor hours. This is the slightly less last year. Costs for these items are based on projected costs for FY2020/21 and anticipated needs for FY2021/22.

2.2.3 Fixed Costs - EBDA Agreement

This item covers EBDA's fixed operational and maintenance costs that are billed to LAVWMA. It also covers costs to EBDA for various Special Projects including the Regional Monitoring Program (RMP) and LAVWMA's share of EBDA's permit fees. Some of these costs are shared on different percentages than LAVWMA's fixed cost percentage in the agreement with EBDA. As an example, the RMP cost is based on the mass of four metals, copper, chromium, nickel, and selenium. LAVWMA's share is 23.29% for a total of \$65,209. LAVWMA's share of the permit fee (\$593,483) is based on the permitted average dry weather flows for each agency that is part of the EBDA system. LAVWMA's share of this cost is 26.62%, or \$158,003.

LAVWMA's share of EBDA Special Projects for FY2021/22 are less than \$5,000, which is much lower than in prior years.

LAVWMA is responsible for a portion of the forcemain system and will be billed accordingly. With the new Master Agreement LAVWMA will be responsible for 26.1% of the fixed costs for "shared" EBDA facilities. The new Master Agreement is retroactive to July 1, 2020. This year's fixed cost budget is \$689,051, which is 6.83% more than last year. Total EBDA costs for variable and fixed costs for FY2021/22 are \$839,880 as compared with \$802,000 last year. The following table summarizes the Fixed and Special Projects costs for EBDA.

Facility and Total Variable Cost	Fixed Cost	LAVWMA Percent Cost	LAVMWA Estimated Cost
General Administration	\$1,318,975	26.1%	\$344,252
Outfall & Forcemains	\$25,000	26.1%*22.3%=5.8%	\$1,455
Marina Dechlor Facility	\$39,500	26.1%	\$10,310
Oro Loma Pump Station	\$36,000	26.1%	\$9,396
Bay & Effluent Monitoring	448,382	26.1%	\$117,028
NPDES Permit Fee	\$593,473	26.62%	\$158,003
RMP Fee	\$280,000	23.29%	\$65,209
Nutrients Fee	\$285,346	19.55%	\$55,783
Disinfection Master Plan & Contingency	\$25,726	16.24%	\$4,178
Total	\$2,052,042		\$765,612

LAVWMA FY2021/22 Budget

Historically, EBDA has averaged approximately 90% of budget for the fixed costs listed above. Accordingly, \$689,051 is included in the FY20/21 Budget.

2.2.4 Fixed Costs - Administration & Management

This section includes general administration, program management, legal and financial services, consulting services, permits, insurance, etc. The proposed budget is \$484,100 as compared with \$468,400 last year or an increase of 3.65%. The increases are due to the following: 1) numerous capital projects requiring management and contract preparation; 2) review and probable negotiation for both the DSRSD maintenance agreement and the Joint Powers Agreement; 3) and a projected 49% (42% last year) increase in insurance costs. The overall increase is modest since there is no need for technical assistance for the permit renewal, the website upgrade has been completed, and the records management project has been completed. The asset management program is linked to DSRSD's efforts for their own system. Asset Management made great strides this past year and will continue to be a key project this year and will have an impact on the Capital Program Funding as discussed below. Costs for travel expenses for the General Manager for two CASA Conferences and other required training for the General Manager and Administrative Assistant are included in these costs. There will also be costs associated with the refunding effort. All outside costs will be covered by the bond proceeds.

2.2.5 Capital Program Funding

This category includes the projected FY2020/21 debt service (repair and expansion) for 2011 bonds. Although repair and expansion of the existing pipeline and the EBDA capacity purchase are capital costs, the associated debt service and funding program costs are tabulated in the operating budget to assist member agencies with their rate and fee calculations. The projected debt service includes payment of both principal and interest. It is recommended that the annual \$400,000 deposit to LAVWMA's capital facilities Joint renewal replacement account be continued to help cover the \$3,951,000 cost of capital projects in FY2020/21. It is acknowledged that it may not be possible to complete all of the capital projects this fiscal year. However, it is best to get them on the list so that proper planning and scheduling can occur. Dual Use facilities are minimal and have adequate replacement funds.

The first table below lists the capital projects that will be completed by the end of FY2020/21. The second table lists all recommended projects for FY2021/22. All projects have been recommended and vetted by DSRSD staff.

FY2020/21 Capital Program Expenditures	
Purchase three new pumps and rebuild motors	\$14,000
Resealing of all Three Storage Basins	\$150,000
San Leandro Sample Station Design Improvements	\$0
MCCs and Soft Starters	\$250,000
Road Drainage Improvements	\$0
Pump Station and Pipeline Risk Analysis	\$184,000
Cathodic Protection Projects	\$50,000

LAVWMA FY2021/22 Budget

PLC / SCADA Upgrade at the Pump Station	\$0
Pipeline Inspection	\$75,000
Electrical Improvements to Main Switchgear	\$0
Smart Detectors on Air/Vac and Air Release Valves	\$20,000
Other Misc. LAVWMA Renewal/Replacements	\$20,000
Other Misc. EBDA Renewal/Replacements	\$5,000
CIP Planning/Management Contingency	\$0
Total Expenditures	\$768,000

FY2021/22 Capital Program Expenditures		
Project	Description	Cost
Purchase three new pumps and rebuild their associated motors.	Due to COVID-19 issues, this project has been delayed from FYE21. New pumps are only slightly more expensive than to rebuild them and result in a 20-year versus 10-year life. The associated motors will also be rebuilt resulting in essentially a new pumping system. Technical specifications for the new pumps are nearing completion and a bid packet is also nearing completion.	\$216,000
San Leandro Sample Station (SLSS) Design Improvements	<p>This project has evolved from what was described for last year's budget and is being carried over. It also now includes:</p> <ol style="list-style-type: none"> 1. 24-inch flow control valve 2. 20-inch flow control valve 3. Two 30-inch flow meters 4. Two chlorine residual analyzers 5. Miscellaneous piping and fittings to accommodate different pipe sizes 6. Improvements to the Programmable Logic Controller (PLC), Human Machine Interface (HMI), Supervisory Control and Data Acquisition System (SCADA), networking and programming <p>The SLSS station has to be designed to measure chlorine residual and monitor pH continuously. These parameters have to be measured both when effluent is going to EBDA and when effluent is dechlorinated and diverted to San Lorenzo Creek during wet weather events or during system testing. Composite samples of LAVWMA's effluent need to</p>	\$670,000

LAVWMA FY2021/22 Budget

FY2021/22 Capital Program Expenditures		
Project	Description	Cost
	be taken when its directed to both EBDA and San Lorenzo Creek. Grab samples of LAVWMAs Effluent also need to be collected for Bacteriological analysis in both situations. The design of the SLSS is complicated by the following factors: 1) The discharge to San Lorenzo Creek wet weather outfall is rare; 2) During normal daily operations the LAVWMA pumps shut off during peak demand periods and therefore the pipeline is not full during those times; 3) The station is not staffed continuously. The goal of this project is to work with operational staff and the RWQCB to design the station to meet operational, maintenance and regulatory expectations in a manner which creates as little day to day maintenance as possible. The project will now also address probable sea level rise at the discharge point and provide a design to ensure discharge will always be possible. A draft RFP for design engineering consulting services is under review.	
Pump Station Motor Control Center (MCC) and Soft Starter Upgrades	This project is underway. DTN Engineers is under contract for the design and technical support during construction. Royal Electric was selected for the construction. Psomas was selected for project management services. Royal Electric has submitted all the required documents and the MCC manufacturer has been given approval to manufacture the MCCs. Approximately \$250,000 has been spent in FYE21.	\$2,250,000
Road Drainage Improvements at the LAVWMA Pump Station	Included in last year's budget, this project has been delayed due to COVID-19 and staffing issues. It will be combined with similar projects for DSRSD, which may result in some cost savings. This project will improve road drainage north of the storage basins.	\$35,000
Cathodic Protection Projects	This project is being carried over from FYE21. Corrpro is proceeding with this	\$135,000

LAVWMA FY2021/22 Budget

FY2021/22 Capital Program Expenditures		
Project	Description	Cost
	project. There were eleven tasks and the simplest eight have been completed. Three tasks require permitting, excavation and traffic control and are in development.	
PLC Upgrade at the Pump Station	This project is being carried over from FYE21. The existing Programmable Logic Controller (PLC) at the pump station is almost 20 years old and is near the end of its useful life. It is an OPTO22 system and needs to be upgraded to Allen Bradley PLC to match the PLCs used by DSRSD. An upgrade to the OPTO22 system at the San Leandro Pump Station is already complete. This is a complex project that requires engineering design, equipment, installation, and construction support. Upon completion the system will be consistent with that of DSRSD improving operation and performance. It will also be helpful with managing the system under the likely terms of the new EBDA agreement. DSRSD staff has held scoping meetings with the various user groups.	\$300,000
Pipeline Inspection	One of the recommendations from the risk analysis project was to inspect portions of the pipeline and provide a report with future recommendations. The report recommended repairs on one section that will cost approximately \$35-40,000. The report also recommends continuing to inspect portions of the forcemains annually such that the entire pipeline will have been inspected within about five years. Much of this cost is for DSRSD staff as we learned the complexity of pipeline inspection this past fall.	\$100,000
Electrical Improvements to the Main Switchgear at the Pump Station	This project is being carried over from FYE21. This project will improve the original equipment at the pump station. It includes upgrading to multi-function relays at the main service switch gear, which will require some design and	\$50,000

LAVWMA FY2021/22 Budget

FY2021/22 Capital Program Expenditures		
Project	Description	Cost
	interfacing with PG&E. It also includes adding time delay/remote close/trip switches for the main breakers to reduce the arc flash hazard to staff. Both of these items were recommended by the 2016 Pump Station Evaluation Report.	
Smart Detectors on High Maintenance Air/Vac and Air Release Valves	This project would install Smart Detectors on pipeline vaults with high maintenance air/vac and air relief valves. The Smart Detectors would monitor the depth of the vault if an Air Relief Valve or Combination Valve fails or begins to leak water into the vault. The detector would recognize the level in vault is rising with water, and then send a signal/alarm to Operations which may prevent a spill to storm drains or creeks along the length of the pipelines. It will help to ensure compliance with Regional Board Sanitary Sewer Overflow requirements. Three detectors have been purchased and installed on at risk sites. Once those items are successfully tested additional detectors will be purchased.	\$20,000
Other Misc. LAVWMA Renewal/Replacements	As needed	\$50,000
Other Misc. EBDA Renewal/Replacements	As needed	\$50,000
CIP Planning/Mgmt./Contingency	As needed	\$50,000
Total Expenditures		\$3,926,000

2.3 Changes from FY2020/21 Budget

FY2020/21 expenditures are projected to come in approximately 2.6% above budget due labor, EBDA, and management activities. The annual reconciliation process will resolve any over or under payments. The FY2021/22 Budget is 1.02% more than FY2020/21 in Total Revenue Requirement. Total O&M costs are 3.65% more that was budgeted last year.

LAVWMA FY2021/22 Budget

3.0 CAPITAL BUDGET**3.1 Description of Budget**

The Capital budget includes all costs associated with renewal and replacement of existing capitalized facilities. From 2001 to 2010 the 2001 Series A bond funds were the primary source of LAVWMA's capital expenditures. The bond funds were closed out in June 2011. As of July 2011 and for the foreseeable future the only source of capital funding will be the Renewal & Replacement Funds that have been established for Joint Use, Dual Use and Sole Use Facilities. The table below depicts the projected fund balances during FY2021/22.

R & R Fund Balances	Joint	Dual	Sole	Total
Start of year	15,411,713	433,239	1,620,952	17,465,905
Deposits	400,000	0	0	400,000
Interest Earnings	56,922	1,560	5,835	64,317
Proposed Expenditures	(3,926,000)	(0)	(0)	(3,926,000)
End of Year	11,942,635	434,799	1,626,788	14,004,222

As discussed previously, it is recommended that the annual contribution to the R&R Fund be continued at the \$400,000 level. The following table for the last several years plus the estimated data for FY2019/20 and recommendations for FY2020/21 show that LAVWMA maintaining the Joint Use R&R Fund at a sustainable level since FY2010/11. Due to the total project costs and the low interest rates, the annual contribution should be reviewed in the next budget.

R&R Joint Use History				
Fiscal Year	Contributions	Interest	Expenses	Net
FY2010/11	0	84,873	(245,065)	(160,192)
FY2011/12	300,000	51,626	(411,885)	(60,259)
FY2012/13	300,000	45,064	(353,404)	(8,340)
FY2013/14	300,000	36,396	(119,955)	216,441
FY2014/15	300,000	40,479	(439,073)	(98,594)
FY2015/16	400,000	62,652	(336,712)	125,940
FY2016/17	400,000	109,563	(600,000)	(90,437)
FY2017/18	400,000	225,160	(154,000)	471,160
FY2018/19	400,000	494,626	(309,115)	585,511
FY2019/20	400,000	500,000	(125,000)	775,000
FY2020/21	400,000	65,407	(768,000)	(302,593)
FY2021/22	400,000	64,317	(3,926,000)	(3,461,683)
Total	4,000,000	1,780,163	(7,788,209)	(1,847,854)

LAVWMA FY2021/22 Budget

3.2 Discussion of Capital Expenditures Proposed for FY2021/22

The following table summarizes \$3,926,000 of anticipated FY2021/22 capital expenditures on the renewal and replacement of LAVWMA and EBDA facilities. More detailed descriptions are included in Section 2.2.5, Capital Program Funding.

FY2021/22 Capital Program Expenditures	
*Carryover	
*Purchase three new pumps and rebuild their motors	\$216,000
*San Leandro Sample Station Design Improvements	\$670,000
*MCCs and soft starters	\$2,250,000
*Road Drainage Improvements	\$35,000
*Cathodic Protection Projects	\$135,000
*PLC Upgrade at the Pump Station	\$300,000
Pipeline Inspection	\$100,000
*Electrical Improvements to Main Switchgear	\$50,000
*Smart Detectors on High Maintenance Pipeline Valves	\$20,000
Other Misc. LAVWMA Renewal/Replacements	\$50,000
Other Misc. EBDA Renewal/Replacements	\$50,000
CIP Planning / Management Contingency	\$50,000
Total Expenditures	\$3,926,000

4.0 FY2021/22 Member Agency Cost Sharing & Schedule

Member Agency Costs FY2021/22

	Total	Livermore	DSRSD/Pleasanton
Variable O&M	\$ 1,400,828	\$ 490,290	\$ 910,538
Fixed O&M	2,184,651	657,580	1,527,071
Sole Use Fixed O&M	25,000	25,000	
Total O&M	3,610,480	1,172,870	2,437,610
Replacement Fund	400,000	120,400	279,600
Repair Debt	2,436,792	973,498	1,463,294
Expansion Debt	5,563,183	1,252,828	4,310,354
EBDA Debt	-	-	-

LAVWMA FY2021/22 Budget

Total Capital Costs	8,399,975	2,346,727	6,053,248
Total Revenue Required	\$ 12,010,455	\$ 3,519,597	\$ 8,490,858
Semi Annual O&M Advance	1,805,240	586,435	1,218,805
Semi Annual Replacement Fund Advance	200,000	60,200	139,800
July 1 Bond Debt Service Advance	6,531,738	1,817,729	4,714,009
Jan 1 Bond Debt Service Advance	1,468,238	408,598	1,059,639
Total July 1 Advance	\$ 8,536,977	2,464,364	6,072,613
Total January 1 Advance	\$ 3,473,477	\$ 1,055,233	\$ 2,418,244
Percentages			
Variable O&M		35.00%	65.00%
Fixed O&M		30.10%	69.90%
Replacement Fund		30.10%	69.90%
Repair Debt		39.95%	60.05%
Expansion Debt		22.52%	77.48%

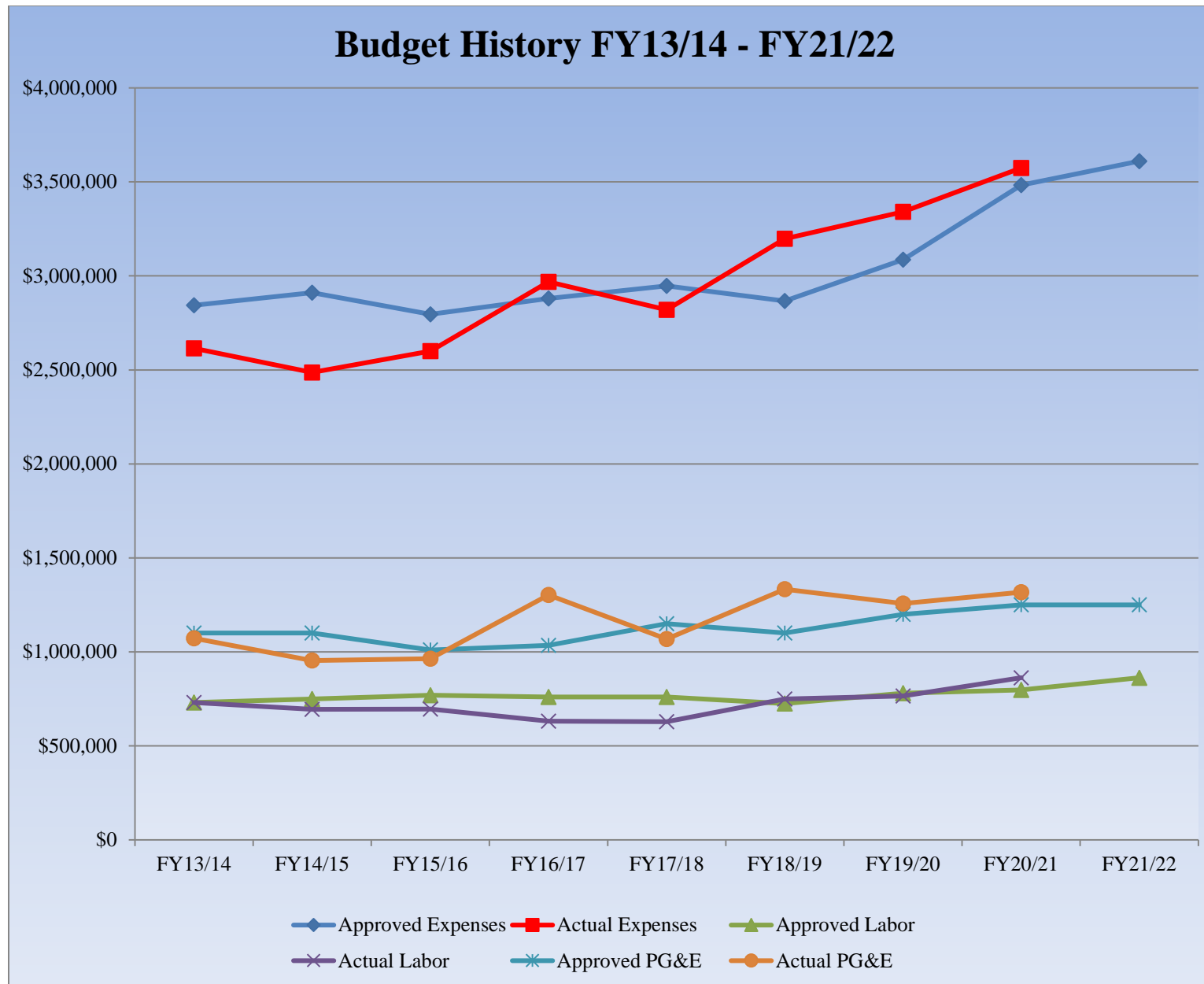
5.0 Budget Trends FY2013/14 – FY2021/22

The following charts show expense trends from FY13/14 through FY21/22. The charts show the following:

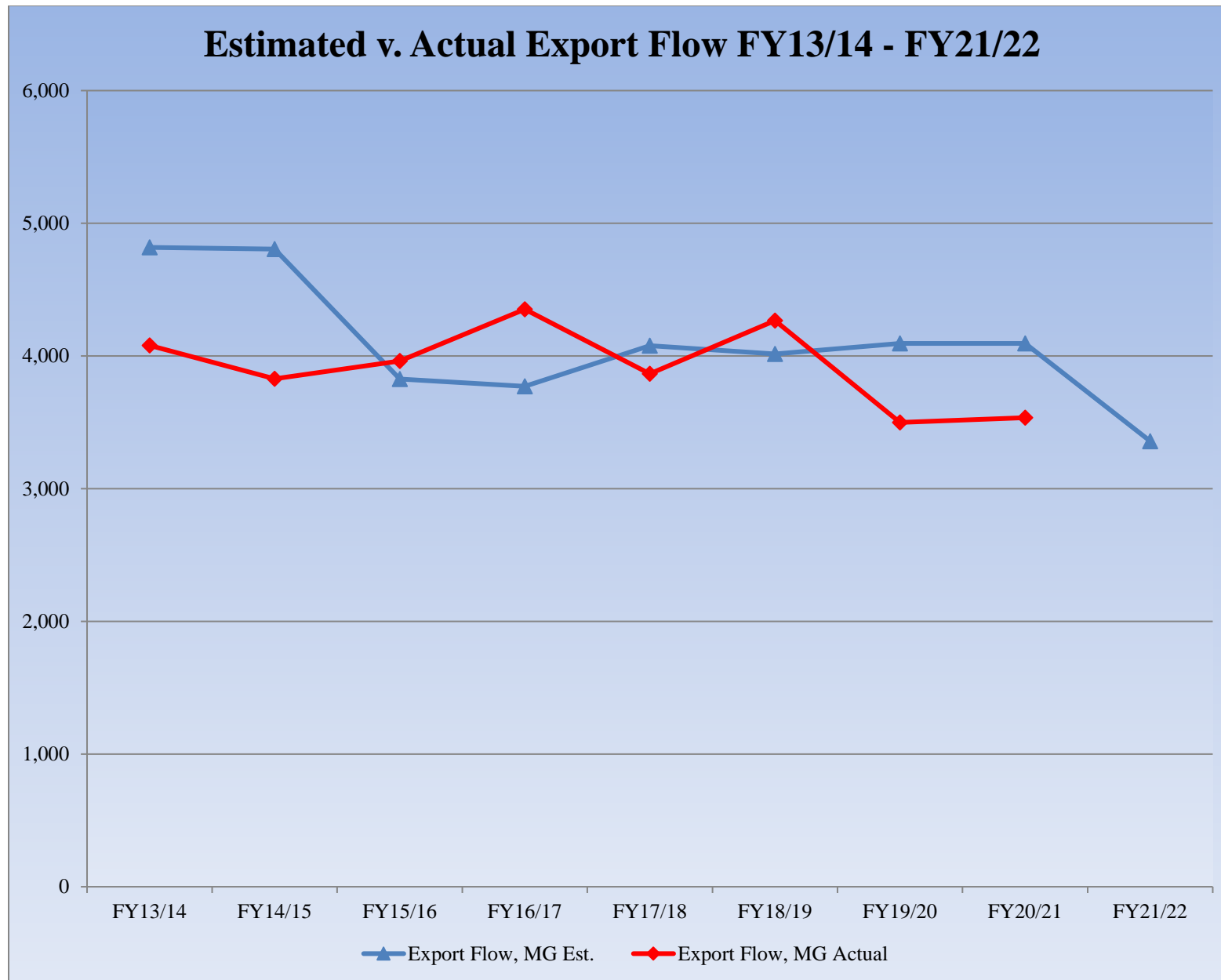
- Approved versus actual expenses for total expenses, labor costs, and PG&E power
- Estimated versus actual export flow
- Estimated versus actual cost per million gallons

Beginning with the FY2019/20 budget, these charts have been modified from previous presentations. The costs shown are total costs as in the approved budgets, which also include costs for EBDA. Previously, EBDA costs were not included. As a consequence, the cost per million gallons is going to be higher than the costs shown in DSRSD's Quarterly reports. The electrical cost for just pumping over the Dublin Grade is approximately \$373/MG, while the full disposal cost, including EBDA costs is approximately \$1,100. Although flow and PG&E costs are directly linked, other factors such as fixed costs for labor and equipment repair generally increase at the rate of inflation or CPI, resulting in increasing cost curves. Export flow is decreasing over time due to water recycling efforts.

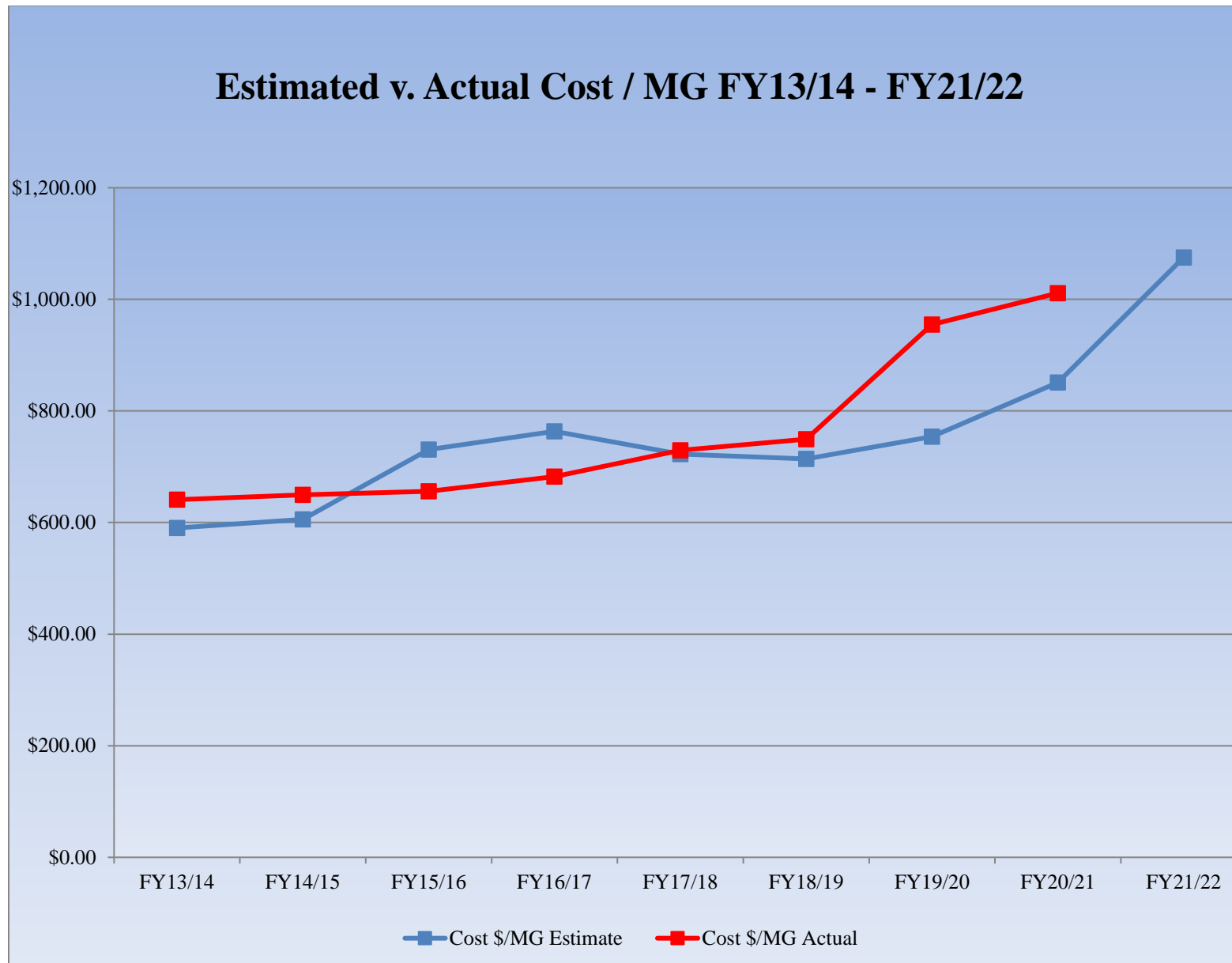
LAVWMA FY2021/22 Budget



LAVWMA FY2021/22 Budget



LAVWMA FY2021/22 Budget





Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588-3862

main (925) 846-4565
fax (925) 462-0658
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April 13, 2021

Mr. Chuck Weir
LAVWMA General Manager
7501 Dublin Blvd
Dublin, CA 94568

Subject: Proposed LAVWMA FY 2021-2022 and FY 2022-2023 Operation & Maintenance Budgets

Dear Chuck:

Attached are the proposed budgets (revised from version 1 submitted on March 16) for the operation and maintenance (O&M) of the LAVWMA facilities during FY 2021-2022 and FY 2022-2023 to coincide with the District's two-year budget cycle.

The total proposed budget for FY 2021-2022 is \$2,558,901 including labor, utilities, materials, supplies, laboratory analysis and contractual services. This amount will convey treated wastewater to the discharge point in San Francisco Bay for Livermore, Pleasanton, Dublin, and San Ramon customers at a rate of approximately \$762 per million gallons (MG) based on an estimated export flow of 3,358 MG.

Attachment 1 shows the proposed FY 2021-2022 O&M budget in detail. For your convenience, the expenses are separated by pumping costs (\$1,986,532 or \$592/MG) and pipeline maintenance costs (\$572,369 or \$170/MG). The total proposed budget shows a modest 2% reduction from the current FYE 2021 approved budget.

Attachment 2 shows a comparison of the current year FY 2020-2021 budget (with actual 7 months expenditures and projected fiscal year-end expenses) to the proposed two-year budgets. The table also shows a history of budgeted versus actual expenses for the previous two fiscal years.

Attachment 3 provides detail on the 5,800 labor hours or equivalent to 2.5 full-time employees (FTE) that were used for the proposed two-year budgets. It shows a small 1.5% reduction in labor hours from the current budget. Labor costs are based on DSRSD's burden labor rates, which are adjusted annually. DSRSD labor costs are expected to increase by 2.75% CPI adjustment for each year per DSRSD Labor MOU agreements.

Attachment 4 shows the proposed second year FY 2022-2023 budget of \$2,613,049 in detail. This amount will convey treated wastewater to the discharge point in San Francisco Bay for Livermore, Pleasanton, Dublin, and San Ramon customers at a rate of approximately \$782 per million gallons (MG) based on an estimated export flow of 3,340 MG. For your convenience, the expenses are separated by pumping costs (\$2,044,076 or \$612/MG) and pipeline maintenance costs (\$568,973 or \$170/MG). The proposed second year budget shows a 2% increase from the proposed first year budget mostly attributed to the CPI increase in labor cost.

April 13, 2021

Page 2 of 2

These are “not-to-exceed” budgets submitted in accordance with the Maintenance Agreement, and the total budget for each fiscal year cannot be increased without the approval of the LAVWMA Board. However, per the terms of the Maintenance Agreement, the “not-to-exceed” amount applies only to District labor, materials and supplies; but does not apply to utilities, laboratory analysis, and contractual services (Article 3, paragraph F). Utility rates and costs, in particular, are essentially beyond the control of the District, and could vary substantially depending on utility rate initiatives and higher than normal flows resulting from above normal wet weather conditions. In addition, PG&E’s Public Safety Power Shutoff program impacts our operational strategy and could cause us to operate within peak and/or partial peak hours. The diversion of our pumping strategy is sometimes needed during Public Safety Power Shutoff events in order to maintain adequate emergency capacity in the LAVWMA storage basins due to the lack of emergency backup power. These operational diversions could have an impact to our estimated proposed electricity costs.


Not included in the proposed O&M budget amount are EBDA charges, permit fees, insurance, debt service, Director’s fees and expenditures for the LAVWMA General Manager, Treasurer, Counsel, Auditor, and administrative staff.

Figure 1 shows the projected flow for FY 2021-2022 compared to the amount of recycled water for Pleasanton, EBMUD, and DSRSD.

Figure 2 shows a five-year historic variation in LAVWMA export flows from 2016 to 2020.

DSRSD staff is available at your convenience to discuss the proposed operating and maintenance budgets.

Sincerely,



Digitally signed by
Jeff Carson
Date: 2021.04.30
12:38:02 -07'00'

Jeff Carson

Operations Director

Enclosures: Attachments 1-4, Figures 1-2

cc: Dan McIntyre, DSRSD General Manager
Jan Lee, DSRSD Assistant General Manager
Judy Zavadil, DSRSD Engineering Services Director
Carol Atwood, DSRSD Administrative Services Director
Levi Fuller, DSRSD Wastewater Treatment Plant Operations Superintendent
Maurice Atendido, DSRSD Principal Electrical Engineer
Shawn Quinlan, DSRSD Mechanical Maintenance Superintendent
Diane Griffin, DSRSD Regulatory Compliance Manager
Dan Marin, DSRSD Water/Wastewater Systems Operations & Maintenance Superintendent
Kristy Fournier, DSRSD Laboratory & Environmental Compliance Manager

Attachment 1

FY 2021-2022 LAVWMA OPERATION & MAINTENANCE BUDGET

SUMMARY:			
	Total	Pumping	Pipeline
DSRSD Labor	\$968,151	\$546,932	\$421,219
Materials & Supplies	\$97,400	\$59,200	\$38,200
Laboratory Analysis	\$36,000	\$8,000	\$28,000
Contractual Services	\$147,850	\$71,500	\$76,350
Utilities	\$1,309,500	\$1,300,900	\$8,600
Non-Routine	\$0	\$0	\$0
Total	\$2,558,901	\$1,986,532	\$572,369

Assumptions:	Total	Pumping	Pipeline
Days of operation =	365		
Annual acre feet =	10,305		
Annual million gallons =	3,358		
Unit Costs:			
Cost/AF =	\$248	\$193	\$56
Cost/MG=	\$762	\$592	\$170

Detailed Breakdown:

	Hours	Rate	Labor	Pumping	Pipeline
LABOR					
DIVISION 51 - Field Operations					
Water-Wastewater Sys OP IV	30	\$166	\$4,981	\$0	\$4,981
Water-Wastewater Sys OP II	10	\$137	\$1,372	\$0	\$1,372
Subtotal	40		\$6,353	\$0	\$6,353
DIVISION 52 - WWTP					
Process Lead Operator V	150	\$178	\$26,654	\$26,654	\$0
Senior WWTP Operator III	720	\$169	\$121,860	\$121,860	\$0
Operator II	1,700	\$154	\$261,593	\$130,797	\$130,797
Operator in Training	400	\$122	\$48,646	\$24,323	\$24,323
Supervisor	110	\$282	\$31,024	\$15,512	\$15,512
Subtotal	3,080		\$489,778	\$319,146	\$170,632
DIVISION 53 - Mechanical					
Senior Mechanic-Crane Cert	60	\$194	\$11,613	\$5,807	\$5,807
Senior Mechanic	80	\$189	\$15,105	\$1,511	\$13,595
Mechanic II	980	\$172	\$168,231	\$40,375	\$127,856
Maintenance Worker II	60	\$149	\$8,927	\$4,463	\$4,463
Supervisor	50	\$225	\$11,256	\$5,628	\$5,628
Subtotal	1,230		\$215,132	\$57,784	\$157,348
DIVISION 54 - Electrical					
Senior Instrument/Controls Tech	30	\$202	\$6,074	\$3,037	\$3,037
Instrument Tech	300	\$172	\$51,734	\$25,867	\$25,867
OPS Control Sys Spec	300	\$184	\$55,211	\$41,408	\$13,803
Senior Electrician	30	\$186	\$5,567	\$5,567	\$0
Electrician II	440	\$169	\$74,221	\$74,221	\$0
Supervisor	30	\$256	\$7,677	\$3,838	\$3,838
Subtotal	1,130		\$200,483	\$153,938	\$46,545
DIVISION 56 - Safety					
Safety Officer	60	\$132	\$7,915	\$3,957	\$3,957
Subtotal	60		\$7,915	\$3,957	\$3,957
DIVISION 40 - Engineering					
Senior Civil Engineer-SME	100	\$225	\$22,454	\$8,982	\$13,472
Construction Inspector I	80	\$152	\$12,121	\$0	\$12,121
Engineering Technician II	40	\$153	\$6,104	\$0	\$6,104
GIS Analyst II	40	\$195	\$7,813	\$3,125	\$4,688
Subtotal	260		\$48,492	\$12,107	\$36,385
Total Labor FTE's	5,800		\$968,151	\$546,932	\$421,219
	2.8				

Note: FYE 2022 (July 2021 - June 2022) estimated labor rates are from DSRSD calendar year 2021 billing rates factored with the 2.75% CPI increase effective January 1, 2021.

Attachment 1

FY 2021-2022 LAVWMA OPERATION & MAINTENANCE BUDGET

	<u>Expense</u>	<u>Pumping</u>	<u>Pipeline</u>
<u>MATERIALS & SUPPLIES</u>			
Operations Supplies			
Calcium Thiosulfate dechlorinating agent	\$12,000	\$6,000	\$6,000
Supplies/Expenses (misc)	\$1,000	\$500	\$500
Subtotal	\$13,000	\$6,500	\$6,500
Mechanical Supplies			
Materials and supplies	\$10,000	\$9,000	\$1,000
Pump & equip repair parts	\$7,500	\$7,500	\$0
Air relief valve parts	\$5,000	\$0	\$5,000
Oils, lubricants	\$2,500	\$2,500	\$0
Subtotal	\$25,000	\$19,000	\$6,000
Electrical Supplies			
Instrument parts	\$4,600	\$2,300	\$2,300
Analyzer parts	\$17,200	\$12,500	\$4,700
MCC equipment/parts	\$4,600	\$4,600	\$0
SCADA parts	\$7,700	\$6,000	\$1,700
Soft-starter parts and repairs	\$2,300	\$2,300	\$0
Remote monitoring annual service for PS and Rectifier Panels - one time purchase of new equipment	\$23,000	\$6,000	\$17,000
Subtotal	\$59,400	\$33,700	\$25,700
Total Materials & Supplies	\$97,400	\$59,200	\$38,200
<u>LABORATORY ANALYSIS</u>			
Compliance Testing	\$10,000	\$8,000	\$2,000
Operational Support Testing	\$4,000	\$0	\$4,000
Special Sampling	\$22,000	\$0	\$22,000
Total Laboratory Analysis	\$36,000	\$8,000	\$28,000
<u>CONTRACTUAL SERVICES</u>			
Sub-surface and Surface Repairs	\$15,000	\$0	\$15,000
Street Sweeping	\$5,000	\$5,000	\$0
Cathodic Protection Survey and Repairs	\$30,000	\$0	\$30,000
Underground Service Alert	\$4,500	\$0	\$4,500
SCADA software maintenance contract and support services	\$17,000	\$11,900	\$5,100
Remote monitoring annual service for PS and Rectifier Panels	\$5,000	\$1,000	\$4,000
Med voltage switchgear 3-yr PM (FY22, \$18k)	\$20,000	\$20,000	\$0
HVAC Maintenance/Repairs	\$750	\$500	\$250
Termite/Pest Control	\$900	\$900	\$0
Landscape/weed maintenance	\$10,000	\$7,500	\$2,500
Janitorial Service	\$9,500	\$9,500	\$0
Fire Extinguisher Maint	\$200	\$200	\$0
Professional Services, misc	\$30,000	\$15,000	\$15,000
Total Contractual Services	\$147,850	\$71,500	\$76,350
<u>UTILITIES</u>			
Electricity (PG&E)	\$1,301,600	\$1,296,000	\$5,600
Water & Sewer (Pleasanton)	\$900	\$900	\$0
Water (EBMUD)	\$1,000	\$1,000	\$0
Telephone/communications/T-1	\$6,000	\$3,000	\$3,000
Total Utilities	\$1,309,500	\$1,300,900	\$8,600
TOTAL O&M BUDGET (LABOR, MATERIALS & SERVICES)	\$2,558,901	\$1,986,532	\$572,369

Attachment 2

HISOTRY OF BUDGETS COMPARED TO ACTUAL EXPENSES

		FY 2018-19		FY 2019-20		CURRENT FY 2020-21			FY 2021-22	FY 2022-23
		Approved Budget	Actual Expenses	Approved Budget	Actual Expenses	Approved Budget	YTD (7 mos) Expenses	Projected Expenses	Proposed Budget	Proposed Budget
Labor										
Staff		\$864,466	\$851,617	\$983,447	\$830,511	\$1,010,492	\$580,774	\$995,613	\$968,151	\$994,059
	Subtotal	\$864,466	\$851,617	\$983,447	\$830,511	\$1,010,492	\$580,774	\$995,613	\$968,151	\$994,059
Materials & Supplies										
Operations supplies		\$14,200	\$306	\$12,200	\$1,416	\$12,200	\$14,244	\$17,805	\$13,000	\$13,000
Mechanical supplies		\$25,000	\$2,994	\$25,000	\$5,906	\$25,000	\$20,811	\$26,014	\$25,000	\$26,000
Electrical supplies		\$24,500	\$17,642	\$25,500	\$25,935	\$25,500	\$31,636	\$39,545	\$59,400	\$46,140
	Subtotal	\$63,700	\$20,942	\$62,700	\$33,257	\$62,700	\$66,691	\$83,364	\$97,400	\$85,140
Laboratory Analysis										
Compliance		\$18,000	\$9,256	\$11,300	\$9,256	\$11,300	\$6,003	\$10,291	\$10,000	\$10,000
Operational		\$3,700	\$3,960	\$4,000	\$3,960	\$4,000	\$2,502	\$4,289	\$4,000	\$4,000
Special Sampling		\$5,000	\$15,827	\$15,000	\$29,316	\$15,000	\$9,766	\$16,742	\$22,000	\$22,000
	Subtotal	\$26,700	\$29,043	\$30,300	\$42,532	\$30,300	\$18,271	\$31,322	\$36,000	\$36,000
Contractual Services										
Sub-surface Repairs		\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$15,000	\$15,000
Street Sweeping		\$5,000	\$3,261	\$5,000	\$5,372	\$5,000	\$2,587	\$4,435	\$5,000	\$5,000
Cathodic Protection Survey and Repairs		\$26,000	\$0	\$30,000	\$18,050	\$30,000	\$0	\$0	\$30,000	\$30,000
Underground Service Alert		\$1,140	\$3,782	\$3,800	\$7,979	\$3,800	\$3,517	\$3,517	\$4,500	\$4,500
SCADA software maintenance contract		\$10,000	\$19,569	\$10,000	\$10,051	\$10,000	\$4,673	\$10,000	\$17,000	\$17,000
Rectifier monitoring 5-yr contract (FY22, \$40k)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
Med voltage switchgear 3-yr PM (FY22, \$18k)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0
HVAC Maintenance/Repairs		\$750	\$405	\$750	\$0	\$750	\$0	\$750	\$750	\$750
Termite/Pest Control		\$900	\$1,154	\$900	\$0	\$900	\$0	\$900	\$900	\$900
Landscape/weed maintenance		\$8,500	\$12,743	\$8,000	\$10,196	\$8,000	\$4,502	\$7,718	\$10,000	\$10,000
Janitorial Services		\$0	\$3,025	\$3,000	\$5,940	\$3,000	\$4,965	\$8,511	\$9,500	\$9,500
Fire Extinguisher Maint		\$200	\$0	\$200	\$170	\$200	\$0	\$0	\$200	\$200
Postage/Shipping Charges		\$250	\$0	\$250	\$0	\$250	\$0	\$0	\$0	\$0
Professional Services, misc		\$10,000	\$75,145	\$10,000	\$1,387	\$10,000	\$6,943	\$10,000	\$30,000	\$30,000
	Subtotal	\$67,740	\$119,083	\$76,900	\$59,145	\$76,900	\$27,187	\$45,831	\$147,850	\$127,850
Utilities										
Electricity (PG&E)		\$1,157,313	\$1,362,928	\$1,346,400	\$1,276,152	\$1,421,000	\$713,684	\$1,273,223	\$1,301,600	\$1,362,100
Water & Sewer (Pleasanton)		\$1,000	\$753	\$1,000	\$980	\$1,000	\$639	\$1,095	\$900	\$900
Water (EBMUD)		\$880	\$871	\$880	\$924	\$880	\$830	\$1,423	\$1,000	\$1,000
Telephone/communications/T-1		\$4,500	\$4,569	\$4,500	\$5,987	\$4,500	\$4,519	\$7,747	\$6,000	\$6,000
WW Treatment (DSRSD)		\$2,500	\$0	\$2,500	\$0	\$2,500	\$0	\$0	\$0	\$0
	Subtotal	\$1,166,193	\$1,369,121	\$1,355,280	\$1,284,043	\$1,429,180	\$719,672	\$1,283,488	\$1,309,500	\$1,370,000
Grand Total		\$2,204,698	\$2,390,102	\$2,517,127	\$2,249,488	\$2,618,072	\$1,412,595	\$2,439,617	\$2,558,901	\$2,613,049
Export Flow (AF)		12,322	13,094	12,565	10,744	10,815	4,901	10,606	10,305	10,251
Export Flow (MG)		4,015	4,267	4,094	3,501	3,524	1,597	3,456	3,358	3,340
Cost (\$/AF)		\$179	\$183	\$200	\$209	\$242	\$288	\$230	\$248	\$255
Cost (\$/MG)		\$549	\$560	\$615	\$643	\$743	\$885	\$706	\$762	\$782

Attachment 3

LAVWMA LABOR HOURS ESTIMATES

USED FOR BOTH
FYE 2022 & FYE 2023

PERSONNEL

Division 51 - Field Operations (Distribution)		40
Water-Wastewater Sys OP IV	TV inspection of export pipe, 1/2 day/year, 2 Operators	10
Water-Wastewater Sys OP IV	Traffic control for vault entries, misc	10
Water-Wastewater Sys OP IV	Vacuum cleaning assistance at basins	10
Water/Wastewater Operator II	General tasks	10
Division 52 - Treatment Plant Operations		3080
Process Lead Operator V	Pump efficiency testing and SOP's, planning, inspections	150
Senior WWTP Operator III	Spot checks on off-shifts and weekends + hours for storms	100
Senior WWTP Operator III	Daily pump station operation/monitoring, 3 hrs/day 5 days per week	620
WWTP Operator II	General tasks	1700
WWTP Operator in Training	General tasks	400
Supervisor	Inspections/direction of staff and activities, 2 hours/week	110
Division 53 - Mechanical Maintenance		1230
Senior Mechanic-Crane Cert	Regular maintenance, 4 hrs/day, 2 days per week	60
Senior Mechanic (USA)	USA Marking, when other trained employees are not available	80
Mechanic II	PM's and misc repairs, as needed	320
Mechanic II (USA)	USA Marking, 1 hour per day, 5 days per week	260
Mechanic II	Confined space entries, 4 weeks/year, 2 employees	400
Maintenance Worker	General tasks	60
Supervisor	Inspections/direction of staff and activities, 1 hour/week	50
Division 54 - Electrical & Instrumentation Maintenance		1130
Senior Instrument/Controls Tech	Instrument replacement/SCADA troubleshooting	30
Instrument Tech	Instrument checks/calibration	300
OPS Control Sys Spec	SCADA system repairs/programming	300
Senior Electrician	Switchgear & electrical inspections and repair	30
Electrician	Switchgear & electrical inspection/repairs	440
Supervisor	Inspections/direction of staff and activities	30
Division 56 - Safety		60
Safety Officer	Special safety inspections of LAVWMA facilities	60
Division 40 - Engineering		260
Senior Civil Engineer-SME	Assistance with engineering, maintenance, and bidding issues	100
Construction Inspector I	Project construction inspection	80
Engineering Tech II	Plan checks on LAVWMA lines	40
GIS Analyst II	Plan checks on LAVWMA lines	40
TOTAL BILLABLE LABOR HOURS		5800
FTE's		2.79

Attachment 4

FY 2022-2023 LAVWMA OPERATION & MAINTENANCE BUDGET

SUMMARY:			
	Total	Pumping	Pipeline
DSRSD Labor	\$994,059	\$569,176	\$424,883
Materials & Supplies	\$85,140	\$54,200	\$30,940
Laboratory Analysis	\$36,000	\$8,000	\$28,000
Contractual Services	\$127,850	\$51,500	\$76,350
Utilities	\$1,370,000	\$1,361,200	\$8,800
Non-Routine	\$0	\$0	\$0
Total	\$2,613,049	\$2,044,076	\$568,973

Assumptions:	Total	Pumping	Pipeline
Days of operation =	365		
Annual acre feet =	10,251		
Annual million gallons =	3,340		
Unit Costs:			
Cost/AF =	\$255	\$199	\$56
Cost/MG=	\$782	\$612	\$170

Detailed Breakdown:

	Hours	Rate	Labor	Pumping	Pipeline
LABOR					
DIVISION 51 - Field Operations					
Water-Wastewater Sys OP IV	30	\$171	\$5,118	\$0	\$5,118
Water-Wastewater Sys OP II	10	\$141	\$1,410	\$0	\$1,410
Subtotal	40		\$6,527	\$0	\$6,527
DIVISION 52 - WWTP					
Process Lead Operator V	150	\$183	\$27,387	\$27,387	\$0
Senior WWTP Operator III	720	\$174	\$125,211	\$125,211	\$0
Operator II	1,700	\$158	\$268,787	\$134,394	\$134,394
Operator in Training	400	\$125	\$49,984	\$24,992	\$24,992
Supervisor	110	\$290	\$31,877	\$15,939	\$15,939
Subtotal	3,080		\$503,247	\$327,922	\$175,324
DIVISION 53 - Mechanical					
Senior Mechanic-Crane Cert	60	\$199	\$11,932	\$5,966	\$5,966
Senior Mechanic	80	\$194	\$15,520	\$1,552	\$13,968
Mechanic II	980	\$176	\$172,857	\$41,486	\$131,372
Maintenance Worker II	60	\$153	\$9,172	\$4,586	\$4,586
Supervisor	50	\$231	\$11,565	\$5,783	\$5,783
Subtotal	1,230		\$221,048	\$59,373	\$161,675
DIVISION 54 - Electrical					
Senior Instrument/Controls Tech	30	\$208	\$6,241	\$3,120	\$3,120
Instrument Tech	300	\$177	\$53,156	\$26,578	\$26,578
OPS Control Sys Spec	300	\$189	\$56,729	\$42,547	\$14,182
Senior Electrician	30	\$191	\$5,720	\$5,720	\$0
Electrician II	440	\$173	\$76,262	\$76,262	\$0
Supervisor	30	\$263	\$7,888	\$3,944	\$3,944
Subtotal	1,130		\$205,996	\$158,171	\$47,825
DIVISION 56 - Safety					
Safety Officer	60	\$136	\$8,132	\$4,066	\$4,066
Subtotal	60		\$8,132	\$4,066	\$4,066
DIVISION 40 - Engineering					
Senior Civil Engineer-SME	100	\$231	\$23,071	\$9,229	\$13,843
Construction Inspector I	80	\$152	\$12,121	\$4,848	\$7,273
Engineering Technician II	40	\$153	\$6,104	\$2,442	\$3,662
GIS Analyst II	40	\$195	\$7,813	\$3,125	\$4,688
Subtotal	260		\$49,109	\$19,644	\$29,466
Total Labor FTE's	5,800		\$994,059	\$569,176	\$424,883
	2.8				

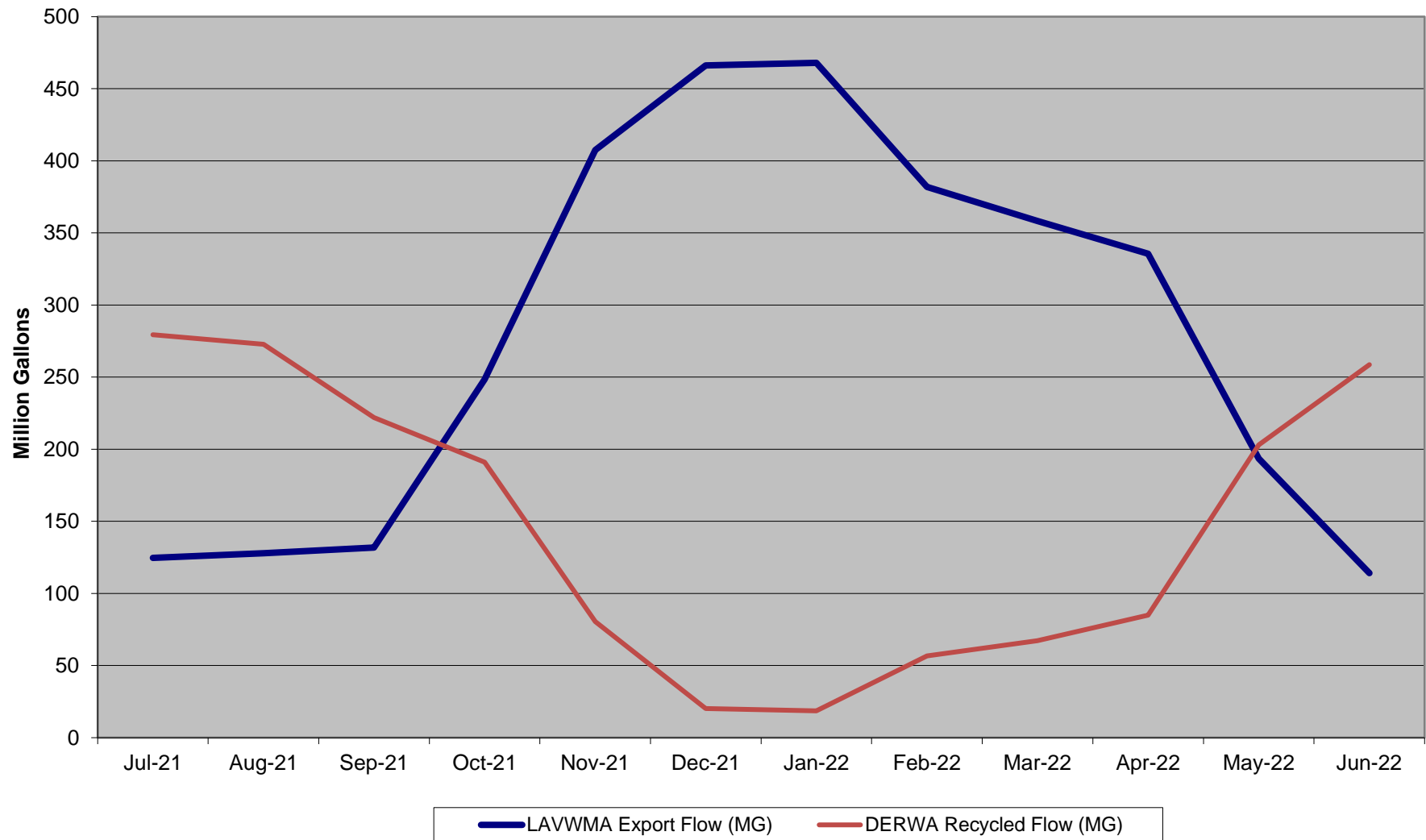
Note: FYE 2023 estimated labor rates includes 2.75% CPI increase from estimated FYE 2022 billing rates.

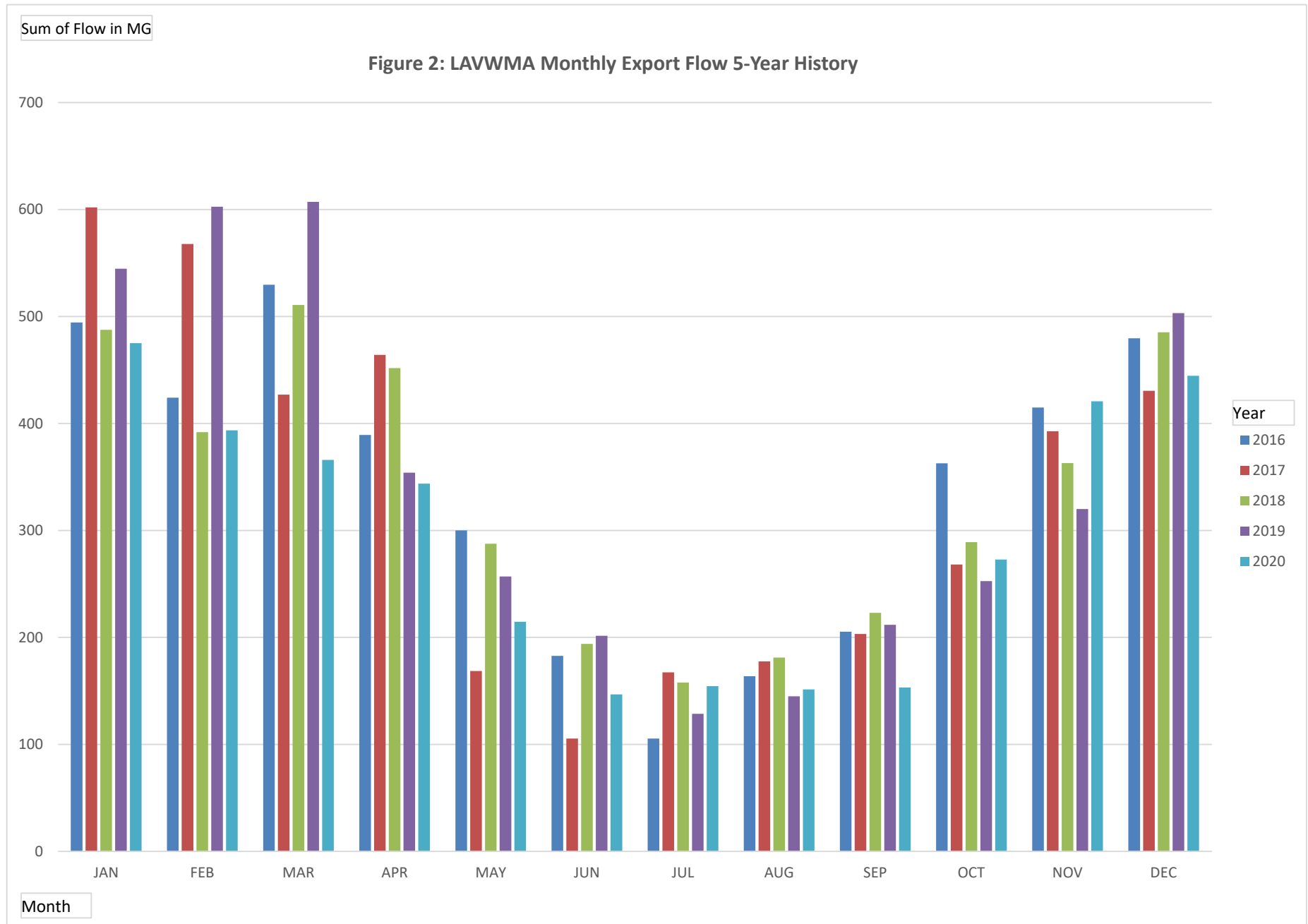
Attachment 4

FY 2022-2023 LAVWMA OPERATION & MAINTENANCE BUDGET

	<u>Expense</u>	<u>Pumping</u>	<u>Pipeline</u>
<u>MATERIALS & SUPPLIES</u>			
Operations Supplies			
Calcium Thiosulfate dechlorinating agent	\$12,000	\$6,000	\$6,000
Supplies/Expenses (misc)	\$1,000	\$500	\$500
Subtotal	\$13,000	\$6,500	\$6,500
Mechanical Supplies			
Materials and supplies	\$11,000	\$10,000	\$1,000
Pump & equip repair parts	\$7,500	\$7,500	\$0
Air relief valve parts	\$5,000	\$0	\$5,000
Oils, lubricants	\$2,500	\$2,500	\$0
Subtotal	\$26,000	\$20,000	\$6,000
Electrical Supplies			
Instrument parts	\$4,600	\$2,300	\$2,300
Analyzer parts	\$17,200	\$12,500	\$4,700
MCC equipment/parts	\$11,090	\$4,600	\$6,490
SCADA parts	\$7,700	\$6,000	\$1,700
Soft-starter parts and repairs	\$5,550	\$2,300	\$3,250
Remote monitoring annual service for PS and Rectifier Panels - one time purchase of new equipment	\$0	\$0	\$0
Subtotal	\$46,140	\$27,700	\$18,440
Total Materials & Supplies	\$85,140	\$54,200	\$30,940
<u>LABORATORY ANALYSIS</u>			
Compliance Testing	\$10,000	\$8,000	\$2,000
Operational Support Testing	\$4,000	\$0	\$4,000
Special Sampling	\$22,000	\$0	\$22,000
Total Laboratory Analysis	\$36,000	\$8,000	\$28,000
<u>CONTRACTUAL SERVICES</u>			
Sub-surface and Surface Repairs	\$15,000	\$0	\$15,000
Street Sweeping	\$5,000	\$5,000	\$0
Cathodic Protection Survey and Repairs	\$30,000	\$0	\$30,000
Underground Service Alert	\$4,500	\$0	\$4,500
SCADA software maintenance contract and support services	\$17,000	\$11,900	\$5,100
Remote monitoring annual service for PS and Rectifier Panels	\$5,000	\$1,000	\$4,000
HVAC Maintenance/Repairs	\$750	\$500	\$250
Termite/Pest Control	\$900	\$900	\$0
Landscape/weed maintenance	\$10,000	\$7,500	\$2,500
Janitorial Service	\$9,500	\$9,500	\$0
Fire Extinguisher Maint	\$200	\$200	\$0
Professional Services, misc	\$30,000	\$15,000	\$15,000
Total Contractual Services	\$127,850	\$51,500	\$76,350
<u>UTILITIES</u>			
Electricity (PG&E)	\$1,362,100	\$1,356,300	\$5,800
Water & Sewer (Pleasanton)	\$900	\$900	\$0
Water (EBMUD)	\$1,000	\$1,000	\$0
Telephone/communications/T-1	\$6,000	\$3,000	\$3,000
Total Utilities	\$1,370,000	\$1,361,200	\$8,800
TOTAL O&M BUDGET (LABOR, MATERIALS & SERVICES)	\$2,613,049	\$2,044,076	\$568,973

Figure 1
FY 2021-2022 Flow Projections





Page 1

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

ITEM NO. 14 APPROVAL OF AMENDED AND RESTATED MASTER AGREEMENT BETWEEN EAST BAY DISCHARGERS AUTHORITY AND LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

Action Requested

Approve Resolution 21-04, Approval of Amended and Restated Master Agreement Between East Bay Dischargers Authority and Livermore-Amador Valley Water Management Agency.

Summary

LAVWMA discharges its treated wastewater by transporting it from the LAVWMA Export Pump Station through its export pipelines, which empty into an outfall owned by the East Bay Dischargers Authority (EBDA). EBDA discharges the treated wastewater from LAVWMA and other entities through a Deep Water Outfall in the San Francisco Bay.

A Master Agreement with EBDA governs the terms and conditions by which LAVWMA uses capacity in the EBDA facilities. The Master Agreement was entered into in 2007 and was set to expire on January 1, 2020. It has been extended three times. First through June 30, 2020, secondly through December 31, 2020, and most recently through June 30, 2021. The most recent extension was approved by the Board at the November 18, 2020 meeting. These extensions were granted to give the parties more time to negotiate the terms and conditions for an amended and restated Master Agreement.

At the February 17, 2021 meeting, the Board approved the February 2021 Term Sheet with EBDA to form the basis of a new Master Agreement. Following approval of the Term Sheet by both agencies, LAVWMA General Counsel drafted a redline version of a new master agreement based on the 2007 Master Agreement. The General Manager and DSRSD Assistant General Manager reviewed and made additional edits. Ultimately that document was sent to EBDA for review.

EBDA accepted all of LAVWMA's changes and added a few of their own. The question of EBDA capacity and how to operate the system took several iterations, phone calls, and Zoom meetings to resolve this issue to the satisfaction of both parties. As of May 7, 2021 both sets of negotiators as well as the managers of the member agencies of both EBDA and LAVWMA agreed to the final version of the proposed Amended and Restated Master Agreement that will be considered by both agencies. EBDA will consider the agreement at its Commission meeting of May 20, 2021. The term of the agreement would begin on July 1, 2021 and be in effect until June 30, 2040. The cost terms are retroactive to July 1, 2020, which was a condition of the parties being granted additional time to negotiate.

The primary difference in the 2007 agreement and this agreement is that LAVWMA's fixed cost percentage will increase from 18.6% to 26.1%. LAVWMA will end up paying approximately \$150,000 per year in additional costs to EBDA. During the negotiations, it became clear that EBDA's goal was to have LAVWMA's costs for EBDA be essentially the same as the total cost paid by two EBDA members, Oro Loma Sanitary District (OLSD) and Castro Valley Sanitary District (CVSD). OLSD and CVSD share a treatment plant operated by OLSD. Their combined flows to EBDA are approximately the same as the total LAVWMA flow. OLSD and CVSD have been paying \$150,000 more per year than LAVWMA. The only way to make the costs equivalent was to adjust LAVWMA's fixed cost percentage. The final agreed upon value of 26.1% resulted in the \$150,000 increase for LAVWMA.

To assist the Board in reviewing the proposed action, the following documents are included: **Attachment No. 14.a**, Resolution Approving the Amended and Restated Master Agreement with East Bay Dischargers Authority, **Attachment No. 14.b**, final version of the Amended and Restated Master Agreement between EBDA and LAVWMA, **Attachment No. 14.c**, edited version of the Amended and Restated Master Agreement between EBDA and LAVWMA (as compared to the 2007 Master Agreement), and **Attachment No. 14.d**, February 2021 Final EBDA-LAVWMA Amended Master Term Sheet Agreement. Attachment No. 14.c clearly shows that the number of edits is not that significant and that the new agreement is clearly based on the previous agreement. This demonstrates that, for the most part, the previous agreement meets the needs of both parties.

Concurrent with the new agreement with EBDA are side agreements (a) between DSRSD and EBDA and (b) DSRSD and Zone 7 for the discharge of Zone 7's brine from its demineralization project.

Recommendation

It is recommended that the Board approve Resolution No. 21-04, Approving the Amended and Restated Master Agreement with East Bay Dischargers Authority.

Attachments

- 14.a Resolution Approving the Amended and Restated Master Agreement with East Bay Dischargers Authority.
- 14.b Final version of the Amended and Restated Master Agreement between EBDA and LAVWMA
- 14.c Edited version of the Amended and Restated Master Agreement between EBDA and LAVWMA.
- 14.d February 2021 Final EBDA-LAVWMA Amended Master Term Sheet Agreement.

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

RESOLUTION NO. 21-04

RESOLUTION APPROVING THE AMENDED AND RESTATED MASTER AGREEMENT WITH EAST BAY DISCHARGERS AUTHORITY

WHEREAS, the Livermore-Amador Valley Water Management Agency (“LAVWMA”) is a joint powers agency formed pursuant to the Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency dated July 21, 1997; and

WHEREAS, the East Bay Dischargers Authority (“EBDA”), a joint powers agency, owns and operates pump stations, a force main, and outfall system with a deepwater discharge in the San Francisco Bay; and

WHEREAS, LAVWMA owns and operates a pump station, pipeline, and other facilities to transport treated wastewater treatment plant effluent from the jurisdictions of the LAVWMA Member Agencies to an outfall that connects to the EBDA facilities; and

WHEREAS, LAVWMA and EBDA first entered into an agreement to provide for the export of wastewater from LAVWMA to EBDA in 1978 and subsequently amended that agreement in 1985, 1993, and 1998; and

WHEREAS, on April 26, 2007, LAVWMA and EBDA executed a Master Agreement to supersede the prior agreements and consolidate all relevant provisions into one document; and

WHEREAS, the Master Agreement included a twenty-year term expiring on January 1, 2020, which was extended by mutual agreement three times to June 30, 2020, January 1, 2021, and June 30, 2021 via the First, Second and Third Amendments to the Master Agreement, respectively, to provide for additional time for LAVWMA and EBDA to negotiate an amended and restated Master Agreement; and

WHEREAS, LAVWMA and District now mutually desire to amend and restate the Master Agreement.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Livermore-Amador Valley Water Management Agency as follows:

1. The foregoing recitals are true and correct and hereby incorporated herein.
2. The Amended and Restated Master Agreement with East Bay Dischargers Authority, which is attached hereto as Exhibit A and incorporated by this reference, is hereby approved, subject to minor modification by the General Counsel. The Board Chair is hereby authorized and directed to execute this Amended and Restated Agreement for and on behalf of LAVWMA.

DULY AND REGULARLY ADOPTED by LAVWMA this 19th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

By: _____
Anne Marie Johnson, Chair

ATTEST:

By: _____
Charles V. Weir, General Manager

**EAST BAY DISCHARGERS AUTHORITY
LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

AMENDED AND RESTATED MASTER AGREEMENT

[INSERT EXECUTION DATE]

LIVERMORE-AMADOR VALLEY WATER
MANAGEMENT AGENCY
7051 Dublin Boulevard
P.O. Box 2945
Dublin, CA 94568
Ph (925) 551-4841
Fax (925) 828-4907
www.lavwma.com

EAST BAY DISCHARGERS
AUTHORITY
2651 Grant Avenue
San Lorenzo, CA 94580-1841
Ph (510) 278-5910
Fax (510) 278-6547
www.ebda.org

TABLE OF CONTENTS

Recitals.....	1
1. Prior Agreements Superseded.....	4
2. Definitions.....	4
3. Authorization to Connect to the EBDA System	5
4. LAVWMA's Right of Discharge.....	5
4.1 General Right of Discharge	5
4.2 Interruptible Capacity	5
4.3 LAVWMA's Alternate Permanent Disposal Options.....	6
4.4 LAVWMA'S Release of all Claims as to Capacity.....	6
4.5 EBDA's Temporary Use of LAVWMA's Capacity	6
5. Operation of LAVWMA Facilities	7
5.1 Avoidance of Disruption to EBDA Facilities	7
5.2 Repairs or Replacement of EBDA Facilities Necessitated by LAVWMA Operations	8
5.3 Ownership of Facilities	8
5.4 Operation Requirements	8
5.5 LAVWMA's Failure to Interrupt Flow - Indemnification and Remedies	9
5.6 Additional Insureds.....	10
5.7 Damage to or Destruction of EBDA System	10
5.8 Monitoring and Reporting.....	11
5.9 Wastewater Discharge Requirements	12
5.10 Failure to Meet Discharge Requirements	13
5.11 Ownership of Wastewater.....	13
5.12 Brine Management (Agency-Generated).....	14
5.13 Brine Management (Other).....	15
6. LAVWMA'S Financial Participation in the EBDA System.....	15
6.1 Operations and Maintenance.....	15
6.2 Capital Project Costs.....	16
6.3 Capital Buy-in.....	16
7. Mutual Indemnification	16
8. Term of the Agreement.....	17
9. Amendment or Extension of Agreement	18
10. Entire Agreement.....	18
11. No Material Change.....	19
12. Severability	19
13. Costs / Attorney's Fees	19
14. Non-Assignment by LAVWMA.....	19
15. Mediation or Non-Binding Arbitration.....	20
16. Dissolution or Modification of Either Party	20
16.1 Dissolution or Modification of EBDA.....	20
16.2 Dissolution or Modification of LAVWMA	21
17. Notices	21

**AMENDED AND RESTATED MASTER AGREEMENT TO PROVIDE SEWER
SYSTEM DISCHARGE SERVICES BETWEEN
EAST BAY DISCHARGERS AUTHORITY AND LIVERMORE-AMADOR VALLEY
WATER MANAGEMENT AGENCY**

This agreement is made between East Bay Dischargers Authority (a Joint Powers Agency comprised of the Cities of Hayward and San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, and Union Sanitary District), hereinafter referred to as “EBDA” and Livermore-Amador Valley Water Management Agency (a Joint Powers Agency comprised of the Cities of Livermore and Pleasanton and the Dublin San Ramon Services District (DSRSD)), hereinafter referred to as “LAVWMA.” EBDA and LAVWMA are collectively referred to herein as the “Parties” and individually as “Party.” This agreement shall hereinafter be referred to as the “Amended and Restated Master Agreement.”

Recitals

WHEREAS, EBDA owns, operates and maintains pump stations and a force main and outfall system (hereinafter referred to as the “EBDA system”) extending from central and southern Alameda County to a deepwater discharge into the San Francisco Bay which receives and discharges treated wastewater from EBDA member agencies in compliance with federal and state water quality requirements; and

WHEREAS, LAVWMA owns, operates and maintains facilities for the collection and treatment of wastewater (hereinafter referred to as the “LAVWMA facilities”) generated by LAVWMA member agencies which is exported to and through the EBDA system and discharged into the San Francisco Bay; and

WHEREAS, as between LAVWMA and EBDA, as joint powers authorities and not as between the individual agencies making up said joint powers authorities, the export of wastewater from LAVWMA to EBDA was previously governed by the following agreements:

- 1) East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency (February 1, 1978);
- 2) First Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (March 26, 1981);
- 3) Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (June 20, 1985);
- 4) First Amendment To Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (February 18, 1993);
- 5) Second Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (February 18, 1993);
- 6) 1998 Interim Agreement To Provide Additional System Discharge Service Between East Bay Dischargers Authority And Livermore-Amador Valley Water Management Agency (March 18, 1998).

The above agreements shall hereinafter be referred to collectively as the “Prior Agreements”;
and

WHEREAS, there are numerous separate agreements between member agencies of EBDA, and/or EBDA and/or member agencies of LAVWMA, and/or LAVWMA, which are not affected or modified by this Amended and Restated Master Agreement (the “Individual Contracts”); and

WHEREAS, LAVWMA exports its wastewater through its facilities constructed near or through the jurisdictions of certain EBDA member agencies, per terms of Individual Contracts, connecting to a point approximately one mile north of EBDA’s Oro Loma Effluent Pump Station for ultimate discharge into San Francisco Bay; and

WHEREAS, under the terms of the Prior Agreements, EBDA and LAVWMA, as joint

powers authorities, established certain standards as to the scope and conditions under which LAVWMA's export of wastewater to and through the EBDA system has been accommodated, including, but not limited to allocation of capacity rights to LAVWMA and allocation of costs to LAVWMA for the use of the EBDA system, at all times, however, subject to certain of the Individual Contracts; and

WHEREAS, on April 26, 2007, the Parties executed a Master Agreement which, in all respects, superseded the Prior Agreements, but in no way affected the Individual Contracts, for the purposes of consolidating all relevant provisions contained in the Prior Agreements into one document and for the purpose of eliminating redundant and obsolete provisions contained therein; and

WHEREAS, the original term of the Master Agreement was through January 1, 2020; and

WHEREAS, the Parties executed the First Amendment to the Master Agreement to extend the term to June 30, 2020 to coincide with the term of EBDA's Joint Exercise of Powers Agreement; and

WHEREAS, the Parties executed the Second Amendment to the Master Agreement to extend the term to January 1, 2021; and

WHEREAS, the Parties executed the Third Amendment to the Master Agreement to extend the term to June 30, 2021 to provide sufficient time to negotiate an amended and restated agreement between the Parties; and

WHEREAS, the Second and Third Amendments also specified a method for allocating the costs incurred by LAVWMA between October 1, 2020 and June 30, 2021 and specified that the cost allocation mechanisms agreed to in this Amended and Restated Agreement would be applied retroactively for costs incurred from July 1, 2020 forward (collectively, the Master

Agreement and the First, Second and Third Amendments shall be the “Master Agreements”); and

WHEREAS, the Parties mutually negotiated the EBDA-LAVWMA Amended Master Agreement Term Sheet, which was approved by the LAVWMA Board of Directors on February 17, 2021 and the EBDA Board of Directors on February 18, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good, adequate, independent and sufficient consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Prior Agreements Superseded

Upon execution of this Amended and Restated Master Agreement by both Parties, the Master Agreements and Prior Agreements described in the above recitals will be superseded and will have no further force or effect.

2. Definitions

For purposes of this Amended and Restated Master Agreement, the following terms are defined as follows:

2.1 “EBDA’s Design Capacity.” EBDA’s current design capacity to convey flows through its infrastructure. As of the Effective Date of this Agreement, EBDA’s Design Capacity is 189.1 million gallons per day. EBDA reserves the right to reduce the Design Capacity of the EBDA System to accept and discharge wastewater in the future; however, any new Design Capacity shall continue to accommodate LAVWMA’s Firm Capacity of 19.72 MGD at all times. Any future Design Capacity shall also accommodate LAVWMA’s Interruptible Capacity of 21.48 MGD, except during certain operational and tide conditions, to be outlined in a Standard Operating Procedure.

2.2 “Effective Date.” July 1, 2021.

2.3 “MGD.” Million gallons per day.

2.4 “LAVWMA PWWF” (Peak Wet Weather Flow). The instantaneous rate of flow in MGD, made up of dry weather flow plus the infiltration and inflow flows typically found as a result of a precipitation event, as measured at LAVWMA’s monitoring station located approximately one mile north of EBDA’s Oro Loma Effluent Pump Station (OLEPS).

2.5 “Treated Wastewater.” Wastewater which complies with all National Pollutant Discharge Elimination System (NPDES) permit requirements imposed upon EBDA as well as NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency.

3. Authorization to Connect to the EBDA System

LAVWMA is authorized by EBDA to connect its wastewater line to EBDA’s System along EBDA’s force main north of OLEPS and south of the Marina Dechlorination Facility (MDF) and to discharge its treated wastewater in and through the EBDA force main subject to the provisions, limitations and conditions of this Amended and Restated Master Agreement.

4. LAVWMA’s Right of Discharge

4.1 General Right of Discharge. Subject to the provisions, limitations and conditions of this Amended and Restated Master Agreement, LAVWMA shall have the right to discharge a total of 41.2 MGD PWWF into the EBDA system, which right consists of Firm Capacity of 19.72 MGD and 21.48 MGD of “Interruptible Capacity.”

4.2 Interruptible Capacity. LAVWMA’s “Interruptible Capacity” refers to that capacity which exceeds LAVWMA’s Firm Capacity of 19.72 MGD, up to a maximum of 41.2 MGD, and which is restricted by the ability of OLEPS to pump the flow from the southern portion of the system (from Union, Hayward, and Oro Loma) against the flow from the northern portion of the

system (from LAVWMA and San Leandro) and the tide. The ability of OLEPS to pump the flow from the southern portion of the system is the limiting factor in determining LAVWMA's Interruptible Capacity.

LAVWMA's Interruptible Capacity is thus variable and dynamic, as the actual flow rate changes continuously throughout any given hour, day, and season. Conditions whereby EBDA may interrupt LAVWMA's flow shall be outlined in a Standard Operating Procedure, to be agreed upon by the General Managers of both Parties. Said Standard Operating Procedure shall be consistent with the NPDES permits of both Parties as of the Effective Date and shall be updated as necessary.

4.3 LAVWMA's Alternate Permanent Disposal Options. LAVWMA, and its member agencies, recognize that the possibility of interruption by EBDA will require alternative discharge locations. In the event of such interruption by EBDA, it will be the responsibility of LAVWMA to provide alternate means of disposing of the interrupted flows of LAVWMA.

4.4 LAVWMA'S Release of all Claims as to Capacity. The Parties, in entering into this Amended and Restated Master Agreement, have done so in order to formalize a granting of Interruptible Capacity in lieu of pursuing adversarial actions including but not limited to legislation, and/or direct or inverse condemnation. In addition, LAVWMA relinquishes all claims to any capacity in the EBDA system above the currently specified Interruptible Capacity of 21.48 MGD (which itself can be interrupted to the point of nonexistence at the discretion of EBDA) unless this Amended and Restated Master Agreement is amended in writing by the Parties.

4.5 EBDA's Temporary Use of LAVWMA's Capacity. EBDA shall not do anything within EBDA's control which would injure or prohibit LAVWMA from utilizing the Firm

Capacity set forth herein. If EBDA wishes to utilize any portion of LAVWMA's Firm Capacity, which is not in actual use by LAVWMA or necessary for LAVWMA's anticipated needs, EBDA shall submit a written proposal to LAVWMA detailing the nature, duration and volume of EBDA's proposed usage. LAVWMA may give its written permission, subject to any conditions negotiated by the Parties for usage of LAVWMA's Firm Capacity by EBDA. The Parties agree and understand that if any unused LAVWMA Firm Capacity is available, this capacity may be used by EBDA for short duration peak flows provided such usage does not jeopardize the flows of LAVWMA's Firm Capacity in the EBDA System. LAVWMA retains complete ownership of the discharge rights for the amount of Firm Capacity set forth in this Amended and Restated Master Agreement. LAVWMA may transfer or sell to EBDA or to any EBDA member agency any portion of LAVWMA's Firm Capacity rights described in this Amended and Restated Master Agreement which LAVWMA determines is unnecessary for its future needs. LAVWMA may not transfer or sell to anyone any portion of its right to Interruptible Capacity without the prior written consent of EBDA and each EBDA member agency which consent can be denied in the sole discretion of EBDA or any EBDA member agency.

5. Operation of LAVWMA Facilities

5.1 Avoidance of Disruption to EBDA Facilities. Certain LAVWMA facilities for the transportation and discharge of wastewater into the EBDA system must necessarily traverse the jurisdictions of some or all of EBDA's member agencies. LAVWMA agrees that the construction, operation and repair of these facilities will be performed in such a manner as to avoid or minimize disruption of the services provided by these member agencies and shall further be performed in a manner which will provide a minimum of inconvenience to the residents of these member agencies as well as to the general public and in a manner consistent with certain of the Individual

Contracts.

5.2 Repairs or Replacement of EBDA Facilities Necessitated by LAVWMA Operations.

LAVWMA will promptly make any repairs or replacements to any EBDA member agency's facilities necessitated by LAVWMA's construction, operation or repair activities in conformance with the standards, procedures, and specifications of EBDA and its member agencies having jurisdiction, and certain of the Individual Contracts, and that neither EBDA nor its member agencies will incur any costs for relocation of their respective facilities or for any damages sustained by EBDA or its member agencies as a result of the construction, operation or repair of any LAVWMA facilities.

5.3 Ownership of Facilities. EBDA shall own the physical facilities known as the pump stations, force main, and outfall system and, in addition, shall own the portions of the connection link at LAVWMA's point of connection north of OLEPS. Specifically, EBDA owns the EBDA vault and the tee on the 96-inch force main. LAVWMA owns the LAVWMA vault, the LAVWMA force main and the new LAVWMA valve. These facilities are more particularly shown on Exhibit A, attached hereto and incorporated herein by reference.

5.4 Operation Requirements. LAVWMA will design, operate and maintain its facilities at no cost to EBDA such that the maximum pressure on a closed valve at the point of connection to EBDA's System will not exceed an equivalent water surface elevation of 65 feet above mean sea level. LAVWMA's valve at the point of connection shall be operated only by EBDA only after providing oral or written notice to LAVWMA.

It is anticipated that either EBDA or LAVWMA may be required to interrupt flow from time to time for inspection, maintenance and repair of each Party's respective facilities, in which event each shall give the other adequate advance written notice for the other to make provisions

for adequate disposal, to isolate the two systems, and to protect each system from damage. In the event that either Party makes or causes any significant change in the operation of its facilities that would foreseeably affect the other, it shall advise the other either orally or in writing as soon as such change is known.

In the event of an emergency requiring an immediate shut-down or isolation of either EBDA's or LAVWMA's facilities, both Parties shall coordinate their operations and jointly take the affected facility out of service to avoid or minimize damage to either Party's facilities.

Each Party shall operate and maintain its respective system so as not to damage the other Party's system. Each Party shall hold the other free and harmless from all liability or damage incurred by the other or by a third party as a direct and proximate result of any failure by such Party to properly operate and maintain its system.

5.5 LAVWMA's Failure to Interrupt Flow - Indemnification and Remedies. If LAVWMA fails to interrupt flow immediately upon proper notification and request, LAVWMA shall indemnify EBDA and the EBDA member agencies from all direct or consequential damages as well as from any increased costs, including, but not limited to, increased operation and maintenance costs for EBDA or its member agencies, and from any regulatory actions or third party lawsuits and further provide legal defense for EBDA and its member agencies together with all related costs thereto. In addition, and notwithstanding the remedies provided elsewhere in this Amended and Restated Master Agreement, either Party may seek equitable relief against the other for violation of this Amended and Restated Master Agreement. With respect to LAVWMA's responsibility to interrupt its flow upon proper notification and request, it is difficult, if not impossible, to determine EBDA's or EBDA's member agencies' direct or consequential damages due to any failure of LAVWMA to interrupt its flow. Therefore, the Parties agree that a court of

competent jurisdiction, in addition to granting any other legal or equitable relief, may issue specific orders directing LAVWMA or its member agencies to interrupt such flow in the event of any such failure. Notwithstanding any provision herein to the contrary, no provision of this Amended and Restated Master Agreement shall be construed as consent on the part of EBDA or any EBDA member agency to LAVWMA's failure to interrupt flow.

5.6 Additional Insureds. At all times, LAVWMA shall name EBDA and its member agencies as additional insureds on its liability policies and, if unable to do so, shall procure new liability policies in the name of EBDA and its member agencies providing EBDA and its member agencies liability insurance similar to that maintained by LAVWMA for itself and its own member agencies.

5.7 Damage to or Destruction of EBDA System. Notwithstanding any provision of this Amended and Restated Master Agreement to the contrary, in the event that the EBDA system is damaged or destroyed by causes beyond the control or responsibility of EBDA such that LAVWMA flows covered under this Amended and Restated Master Agreement cannot be accommodated in the EBDA system, EBDA shall not be liable to LAVWMA or its member agencies for failure to provide the services described herein. EBDA will use its best efforts to repair its system and restore service within a reasonable time. During this period of time, LAVWMA flows that cannot be accommodated within the EBDA system shall be exempt from operation and maintenance costs as described in Paragraph 6.1 of this Amended and Restated Master Agreement. In the event that EBDA cannot restore service within a reasonable time, the Parties will negotiate in good faith to amend the terms of this Amended and Restated Master Agreement to reflect changed conditions.

LAVWMA shall be responsible for paying twenty-six and one tenth of one percent

(26.1%) of the costs associated with all failures, including costs related to any repairs, of the force main between the OLEPS and the Marina Dechlorination Facility and the Bay Outfall. The term “failure” means a state in which the aforementioned portion of the force main is no longer able to convey flows reliably without spilling. Such costs may include temporary emergency repairs, permanent repairs, or the costs associated with abandonment of the segment, as well as costs associated with environmental liability or third-party claims arising from such failure(s). Any costs that LAVWMA is responsible for shall be proportionally offset by any state, federal, and/or other third-party reimbursements, including but not limited to insurance coverage and indemnity payments, if applicable. EBDA shall notify LAVWMA in writing prior to making any decision to abandon a segment of the force main that would impact LAVWMA’s ability to discharge treated wastewater effluent under this Amended and Restated Master Agreement and provide LAVWMA with an opportunity to assume responsibility for repairing the segment.

5.8 Monitoring and Reporting. LAVWMA shall maintain a sampling and monitoring facility along its pipeline within one mile of the point of connection to the EBDA system. The facility shall contain an automatic proportional sampler to collect that information necessary to determine that the quality of LAVWMA’s treated effluent meets all wastewater discharge requirements described in Paragraph 5.9 herein. LAVWMA shall arrange to have the samples collected, analyzed, and reported to EBDA within 10 days after the end of each calendar month and within ten days of a request from EBDA for sampling and testing to identify a wastewater discharge requirement violation in accordance with applicable and state-of-the-art laboratory procedures. In addition, LAVWMA will measure the instantaneous rate of flow, totalized flow, chlorine residual, and pressure in its pipeline and shall transmit that data to an EBDA operation center within five miles of the point of monitoring. Transmission of data to EBDA shall include

equipment and transmission of signal, at LAVWMA's sole cost, to provide for a visual indicator, plus a printed record (chart or data logger) that is compatible with EBDA's Supervisory Control and Data Acquisition System (SCADA).

EBDA shall monitor the outfall effluent discharge and receiving waters in accordance with procedure and requirements of the appropriate regulatory agencies. LAVWMA shall coordinate pumping with EBDA staff to ensure that representative samples can be collected for EBDA's discharge permit.

The Parties shall have a mutual right of inspection and auditing of financial operation and maintenance records, monitoring and metering equipment and facilities for purposes, including but not limited to, calibrating the equipment, taking samples, and reviewing records; provided, however, that each Party shall exercise this right through their respective managers and in otherwise reasonable manner.

Each Party shall provide the other Party with monthly reports on the quantity and quality of effluent which is discharged by each Party and its member agencies into the EBDA System.

LAVWMA will report to EBDA as soon as possible, but within 24 hours, any violation of the wastewater requirement of Paragraph 5.9 of this Amended and Restated Master Agreement. A written statement of the probable cause and the nature and time schedule for corrective action being taken or to be taken will be furnished to EBDA as soon as practicable.

5.9 Wastewater Discharge Requirements. Under the provisions of this Amended and Restated Master Agreement, LAVWMA will discharge its wastewater into EBDA's facilities such that its treated wastewater complies with all NPDES permit requirements imposed upon EBDA as well as any NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency. LAVWMA shall maintain a detectible chlorine

residual at all times at the San Leandro sample station. The General Managers of the Parties may agree to an alternative means of demonstrating bacteria compliance as an outcome of EBDA's Disinfection Master Plan. EBDA shall perform the dechlorination requirements imposed by both federal and state agencies.

5.10 Failure to Meet Discharge Requirements. LAVWMA shall hold EBDA harmless from all liability and damages incurred by EBDA as a direct and proximate result of any failure by LAVWMA to meet the discharge requirements specified in Paragraph 5.9, including but not limited to legal, engineering, administrative expenses, fines, and damages incurred by EBDA or its member agencies as a result of any order issued by any federal, state or regional agency or any order or injunction issued by any court of law. Upon notification of each violation, LAVWMA will take prompt, corrective actions as necessary to meet said discharge requirements.

In the event that LAVWMA is made responsible for any fines, sanctions, or damages imposed due to the failure of EBDA to meet discharge requirements described in Paragraph 5.9, EBDA will hold LAVWMA and its member agencies free and harmless from liabilities and damages incurred by it, which liabilities and damages are the direct and proximate result of a violation by EBDA which liabilities and damages include, but are not limited to, legal, engineering, administrative expenses, fines and damages incurred by LAVWMA or its member agencies as a result of any order issued by any federal, state or regional agency or by any order or injunction issued by any court of law. Upon notification, EBDA shall take prompt and corrective action as may be necessary to meet said discharge requirements.

5.11 Ownership of Wastewater. LAVWMA will retain ownership of its wastewater until it is discharged into EBDA's force main system. Thereafter, EBDA owns said wastewater. LAVWMA maintains the right to market its wastewater for recycling purposes within EBDA's

service area. LAVWMA's water recycling projects shall be limited to those that are in the corridor of its existing pipeline through EBDA's service area. Such projects are subject to technical and economic review and should be approved by the appropriate water-purveying agency. EBDA shall assist in developing markets and implementing projects. Reporting of LAVWMA flows, for the purpose of determining variable rate cost sharing of operation and maintenance expense, shall be in accordance with EBDA's Water Recycling Policy adopted February 21, 1991, as it currently exists or as it is subsequently amended. All flows diverted from the LAVWMA pipeline for recycling purposes within EBDA's contiguous service area shall not be deducted from the total reported flow exported from the LAVWMA service area. Recycled flows diverted within either service area shall not reduce or increase LAVWMA's capacity allocation in the EBDA System.

5.12 Brine Management (Agency-Generated). Any project or activity that results in utilization of EBDA's System to dispose of brine generated from wastewater by the LAVWMA member agencies (hereinafter, "Agency-Generated Brine") shall not be subject to approval by EBDA and shall not require any payment to EBDA. LAVWMA may discharge Agency-Generated Brine that is not treated through the member agency's full secondary treatment process into the EBDA system provided that the following conditions are met:

- a) The addition of brine will not cause significant degradation of effluent quality or result in permit violations of either EBDA or its member agencies.
 - 1. Brine must be routinely monitored for key regulated constituents to ensure that there are no negative impacts of the brine on EBDA's combined effluent.
 - 2. Water quality and NPDES permit compliance issues must be addressed and resolved at no cost to EBDA.
- b) The addition of brine will not negatively impact the infrastructure of EBDA or its member

agencies.

LAVWMA may discharge Agency-Generated Brine or any other waste treated by a LAVWMA member agency through its full secondary treatment process into the EBDA System, provided that it is properly included in LAVWMA's effluent samples and all permit conditions for doing so are met.

5.13 Brine Management (Other). For brine that is generated by an entity other than a LAVWMA member agency or from a source other than LAVWMA-agency wastewater, a formal agreement must be unanimously approved by the EBDA Commission. The agreement will generally include the following:

- a) Provision for EBDA to unilaterally discontinue accepting brine into EBDA's system when continued acceptance of brine is not in the best interest of EBDA. Specific conditions around such discontinuation will be outlined in the agreement.
- b) Indemnification of EBDA against liability resulting from such disposal.

6. LAVWMA'S Financial Participation in the EBDA System

6.1 Operations and Maintenance. LAVWMA shall be responsible for its share of all applicable costs attributable to LAVWMA's use of and capacity rights in the EBDA System, which include OLEPS, MDF, Operations Center, and force main from OLEPS to Bay Outfall, and exclude those costs specifically associated with the Union Effluent Pump Station (UEPS), Hayward Effluent Pump Station (HEPS) and their associated force main sections, as well as facilities owned by the City of San Leandro. The costs shall include: operations, maintenance, administration, studies, reports, and renewal and replacement of equipment including equipment covered by EBDA's Renewal and Replacement Program. Certain costs shall be allocated on a

case-by-case basis subject to a separate agreement between the Parties. LAVWMA's share of the costs are identified in Exhibit B.

6.2 Capital Project Costs. LAVWMA is responsible for its share of costs for any capital project that is intended to replace or repair any EBDA facility, except those costs specifically associated with UEPS, HEPS and their associated force main sections, as well as facilities owned by the City of San Leandro. Projects covered by this section do not include those projects covered under Section 6.1. Costs attributable to LAVWMA are exclusive of funds received from insurance or state or federal relief. LAVWMA's cost sharing allocation is identified in Exhibit B.

6.3 Capital Buy-in. LAVWMA previously paid to EBDA: (a) the sum of approximately six million dollars (\$6,000,000) under the Prior Agreements, which included 10.43% of the actual construction costs of the EBDA pipelines and dechlorination station north of OLEPS, 10.43% of replacement costs, as well as indirect costs and industrial recovery cost, and (b) the sum of ten million dollars (\$10,000,000) under the Master Agreement, which was paid in full as of August 11, 2018, to "buy-in" to the EBDA System. These capital buy-in charges represented a fair and equitable share of project development and capital costs to expand the EBDA System to accommodate LAVWMA's flow for the life of the EBDA System. LAVWMA shall have no additional buy-in obligations attributable to LAVWMA's use of and capacity rights in the EBDA System.

7. Mutual Indemnification

Each Party shall operate and maintain its systems so as not to damage the other Party's system. Each Party shall hold the other free and harmless from all liability or damages incurred by the other as a direct and proximate result of any failure by such Party to properly operate and maintain its system.

LAVWMA further agrees to indemnify, defend and hold EBDA, its commissioners and officers, member agencies and their directors, council members and officers free from all claims, suits, damages, costs, losses and expenses that it may incur because of or resulting from LAVWMA's Export Expansion Project, the design, construction, or operation thereof, or resulting from LAVWMA's acceptance of brine or other flows that are generated by an entity other than a LAVWMA member agency. EBDA further agrees to indemnify, defend and hold LAVWMA, its directors and officers, member agencies and their directors, council members and officers free from all claims, suits, damages, costs, losses and expenses that it may incur because of or resulting from EBDA's acceptance of brine or other flows that are generated by an entity other than an EBDA member agency, including, but not limited to, third-parties such as from Cargill.

8. Term of the Agreement

The term of this Amended and Restated Master Agreement begins on July 1, 2021 and shall extend until June 30, 2040, which coincides with the term of EBDA's Joint Exercise of Powers Agreement; provided, however, that all indemnification provisions contained in this Amended and Restated Master Agreement shall survive the expiration of this Amended and Restated Master Agreement. In addition, LAVWMA shall continue to be responsible for its share of operations, maintenance, and other costs as described in Paragraphs 6.1 and 6.2 as long as LAVWMA continues to discharge through the EBDA System even after this Amended and Restated Master Agreement expires. At least 60 days prior to the composition of EBDA's membership changing and/or at least 60 days prior to the termination of the EBDA JPA, EBDA shall give written notice to LAVWMA and an opportunity to become a member agency of EBDA. If LAVWMA is accepted and becomes a member agency of EBDA, this Amended and Restated

Master Agreement shall terminate and be of no further force and effect. The financial provisions of this Amended and Restated Master Agreement shall be applied retroactively to July 1, 2020, as agreed in the Second and Third Amendments to the 2007 Master Agreement.

9. Amendment or Extension of Agreement

This Amended and Restated Master Agreement may be amended or extended at any time by the written agreement of the Parties. Any such amendment or extension shall be effective upon the date of final execution thereof. The Parties shall engage in good faith negotiations to determine if it is appropriate to amend this Amended and Restated Master Agreement upon the occurrence of the following events: (a) EBDA Member Agencies negotiating to revise the EBDA JPA; (b) the composition of EBDA's membership changing; and/or (c) LAVWMA's flow quantity or composition significantly changing.

10. Entire Agreement

This Amended and Restated Master Agreement constitutes the entire agreement of the Parties and supersedes any and all agreements, undertakings, negotiations, or discussions, either oral or in writing, expressed or implied, regarding matters that are the subject of this Amended and Restated Master Agreement. The Parties acknowledge a) that no statements or promises, oral or otherwise, have been made that are not embodied in this Amended and Restated Master Agreement; b) that they have not executed this Amended and Restated Master Agreement in reliance on any such statement or promise; and c) that no statement or promise not contained in this Amended and Restated Master Agreement including any purported supplements, modifications, waivers, or terminations of the Amended and Restated Master Agreement shall be valid or binding unless executed in writing by both Parties. This Amended and Restated Master Agreement in no way affects the Individual Contracts.

11. No Material Change

The Parties acknowledge and agree that this Amended and Restated Master Agreement is not intended to materially modify the general relationship of the Parties as described in the Prior Agreements and/or Master Agreements, and shall not be interpreted in a manner which would result in a material change in that general relationship.

12. Severability

Should any portion, term, condition or provision of this Amended and Restated Master Agreement be decided by a court of competent jurisdiction to be void, unenforceable, or ineffective, the validity of the remaining portions, terms, conditions, or provisions will not be affected thereby; provided, however, that the intentions of the Parties are not materially distorted by the failure of said position, term, condition, or provision of this Amended and Restated Master Agreement.

13. Costs / Attorney's Fees

Should either Party be required to commence litigation, the prevailing Party shall be entitled to recover its costs including reasonable attorney's fees.

14. Non-Assignment by LAVWMA

Except as provided in Paragraph 4.7 of this Amended and Restated Master Agreement, LAVWMA, and any successor agency of LAVWMA, is specifically prohibited from assigning or transferring, alienating, leasing, or contradicting away all or any of its rights under this Amended and Restated Master Agreement to any person or entity providing sewer services outside of LAVWMA's service area as it is currently described in its Amended and Restated Joint Powers Agreement dated September 10, 1997, or as it may hereafter be extended or modified as provided in Section 25210.30, et seq, of the California Government Code without the written

consent of EBDA. Any such attempted assignment, transfer, alienation, lease, or contracting away of such rights in violation of this paragraph is null, void, and of no effect.

15. Mediation or Non-Binding Arbitration

All claims and disputes relating to this Amended and Restated Master Agreement shall be subject to, at the option of both Parties, mediation or non-binding arbitration in accordance with the arbitration rules of the American Arbitration Association, except as modified herein. Either Party may request mediation or non-binding arbitration by tendering such request in writing to the other Party. Should the receiving Party fail to consent to mediation or non-binding arbitration within thirty (30) days of receipt of a request therefor, either Party may proceed with litigation.

The arbitrator or arbitrators are authorized to award to the Party whose contention is clearly upheld such sums, including reasonable attorney's fees, as they deem proper for the expenses incident to the arbitration. Otherwise, costs of arbitration shall be borne equally by the Parties.

Use or operation of either Party's facilities shall not be interrupted or delayed due to any mediation or arbitration proceedings, except by written agreement of both Parties.

If litigation is initiated, either Party shall have the right to introduce the record of any arbitration as evidence to the trial court. The trial shall be de novo with no limitation on the introduction of evidence not contained in the arbitration record. The decision of the arbitration panel shall be given no special weight or presumption.

16. Dissolution or Modification of Either Party

16.1 Dissolution or Modification of EBDA. In the event that EBDA is modified or terminated by virtue of actions taken pursuant to its Joint Powers Agreement, the right of LAVWMA to use EBDA facilities shall continue and any assignee(s) or transferee(s) of

ownership to EBDA facilities shall be subject to this Amended and Restated Master Agreement.

16.2 Dissolution or Modification of LAVWMA. In the event that LAVWMA is modified or terminated by virtue of action taken pursuant to its Joint Powers Agreement, any assignee or transferee shall be entitled to assignment of all of LAVWMA's right, title, and interest to use said facilities as set forth in this Amended and Restated Master Agreement on condition that said transferee or assignee assumes the terms thereof.

17. Notices

All notices provided to be given, or which may be given by either Party to the other, shall be in writing sent by (a) United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that the receiving Party actually receives an accurate transmission of the notices, as follows:

EBDA: General Manager
East Bay Dischargers Authority
2651 Grant Avenue
San Lorenzo, CA 94580-1841
Fax: 510-278-5910
E-mail: JZipkin@ebda.org

LAVWMA: General Manager
Livermore-Amador Valley Water Management Agency
7051 Dublin Boulevard
Dublin, CA 94568
Fax: 925-829-1180 (DSRSD)
E-mail: weir@lavwma.com

These addresses, fax numbers, and email addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt of that notice.

In Witness Whereof, the Parties hereto consent to the above terms and conditions as of this _____ day of _____, 2021.

APPROVED AS TO FORM:

EAST BAY DISCHARGERS AUTHORITY

Eric Casher
Legal Counsel for EBDA

By: _____
Ralph Johnson, Chair

By: _____
Jacqueline Zipkin, General Manager

APPROVED AS TO FORM:

LIVERMORE-AMADOR VALLEY WATER
MANAGEMENT AGENCY (LAVWMA)

Alexandra M. Barnhill
General Counsel for LAVWMA

By: _____
Ann Marie Johnson, Chair

By: _____
Charles V. Weir, General Manager

EXHIBIT "A"
THE LAVWMA/EBDA CONNECTION

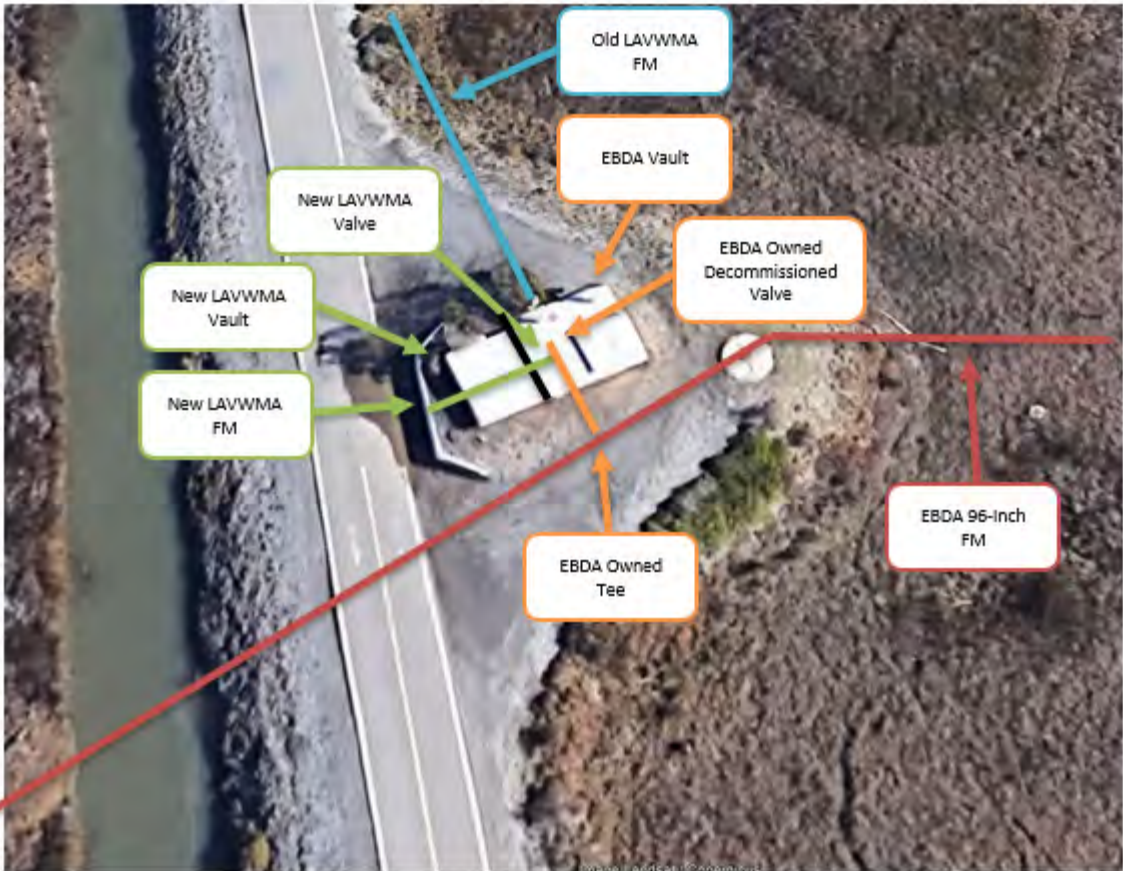




EXHIBIT “B”

1. LAVWMA shall reimburse EBDA for the costs attributable to LAVWMA’s use of and capacity rights in EBDA’s facilities. Said costs will be determined in accordance with the following definitions:
2. Fixed Costs: As defined by EBDA’s Amended and Restated Joint Exercise of Powers Agreement, “Fixed Costs include all Operation and Maintenance Costs not defined below as ‘Variable Costs’.” Fixed Costs shall be apportioned to LAVWMA at the rate of twenty-six and one tenth percent (26.1%) and shall apply to costs associated with all programs described in Number 5, below. LAVWMA shall not be charged for Fixed Costs associated with other programs.
3. Variable Costs: As defined by EBDA’s Amended and Restated Joint Exercise of Powers Agreement, “Variable Costs shall be deemed to be costs of energy used for pumping, chemical costs used in operation of the Facilities and maintenance and repair charges incurred in the operation and maintenance of the system.” LAVWMA’s Variable Cost rate percentage shall be determined on a monthly basis and shall be determined by the following formula: (LAVWMA reported effluent flow ÷ total flow through Marina Dechlorination Facility) x 100. LAVWMA’s Variable Costs apportionment shall apply to all items described in Number 5, below. LAVWMA shall not be charged for other Variable Costs.
4. Capital Project and R&R Fund Costs: Capital Project Costs shall be charged according to the Fixed Cost Percentage described in Number 2, above.
5. LAVWMA Participation in EBDA Programs: LAVWMA shall be responsible for percent costs as defined above in the following EBDA Fiscal Year Programs:

Program 12 06 General Administration - includes all costs associated with the overall administration and management of EBDA’s ongoing business operations as a wastewater management agency.

Program 12 10 Outfall and Force Mains - for LAVWMA shall include all costs associated with the force main between the Oro Loma Effluent Pump Station and the Marina Dechlorination Facility and the Bay Outfall.

Program 12 14 Marina Dechlorination Facility - includes all costs associated with the operation and maintenance of the facility.

Program 12 16 Oro Loma Effluent Pump Station - includes all costs associated with the operation and maintenance of the facility.

Program 12 21 Bay & Effluent Monitoring - includes all costs associated with required NPDES laboratory analysis, receiving water monitoring, and reporting.

Special Projects - LAVWMA shall participate in other projects that are directly related to the interests of LAVWMA as agreed upon by the General Managers of EBDA and LAVWMA. Such projects may be required by the RWQCB or may be of mutual benefit. Cost sharing for LAVWMA may be based on one of the above definitions, if appropriate, or by some other mutually agreed upon basis.

7. Manner of Payment of Costs: EBDA shall submit to LAVWMA by May 1 of each year, a detailed estimate of LAVWMA's share of above noted costs for the next fiscal year, July 1 through June 30. EBDA shall adopt its budget by June 1 preceding each fiscal year and shall submit a copy of the adopted budget to LAVWMA immediately upon adoption. LAVWMA shall include in its budget said estimated costs for each fiscal year and submit a copy of its budget to EBDA immediately upon adoption. In the event actual costs are greater than those budgeted, EBDA shall advise LAVWMA of the projected costs, justification, and revised estimate of additional funds needed, at least two (2) months prior to the anticipated date of reaching LAVWMA's budget limitation. LAVWMA shall make such arrangements as necessary for reimbursing the actual costs incurred.
8. EBDA shall invoice LAVWMA on a periodic basis for all non-capital estimated fiscal year budget costs. Following the close of the fiscal year, EBDA shall issue a final invoice for actual fiscal year costs including actual costs for capital and renewal-replacement projects. LAVWMA shall make payment within thirty (30) days of receipt of said invoice from EBDA. Should LAVWMA be due a credit for actual fiscal year costs EBDA, may, at its discretion deduct said credit from the next invoice.

**EAST BAY DISCHARGERS AUTHORITY
LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

AMENDED AND RESTATED MASTER AGREEMENT

~~April 26, 2007~~ [INSERT EXECUTION DATE]

INSERT TABLE OF CONTENTS

LIVERMORE-AMADOR VALLEY WATER
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Fax (925) 828-4907
www.lavwma.com

EAST BAY DISCHARGERS
AUTHORITY
2651 Grant Avenue
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**AMENDED AND RESTATED MASTER AGREEMENT TO PROVIDE SEWER
SYSTEM DISCHARGE SERVICES BETWEEN EAST BAY DISCHARGERS
AUTHORITY AND LIVERMORE-AMADOR VALLEY WATER MANAGEMENT
AGENCY**

This ~~a~~Agreement is made between East Bay Dischargers Authority (a Joint Powers Agency comprised of the Cities of Hayward and San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, and Union Sanitary District), hereinafter referred to as “EBDA” and Livermore-Amador Valley Water Management Agency (a Joint Powers Agency comprised of the Cities of Livermore and Pleasanton and the Dublin San Ramon Services District (DSRSD)), hereinafter referred to as “LAVWMA.” EBDA and LAVWMA are collectively referred to herein as the “Parties” ~~and~~ individually as “Party.” This agreement shall hereinafter be referred to as the “~~Amended and Restated~~ Master Agreement.”

Recitals

WHEREAS, EBDA owns, operates and maintains pump stations and a force main and outfall system (hereinafter referred to as the “EBDA system”) extending from central and southern Alameda County to a deepwater discharge into the San Francisco Bay which receives and discharges treated wastewater from EBDA member agencies in compliance with federal and state water quality requirements; and

WHEREAS, LAVWMA owns, operates and maintains facilities for the collection and treatment of wastewater (hereinafter referred to as the “LAVWMA facilities”) generated by LAVWMA member agencies which is exported to and through the EBDA system and discharged into the San Francisco Bay; and

WHEREAS, as between LAVWMA and EBDA, as joint powers authorities and not as between the individual agencies making up said joint powers authorities, the export of

wastewater from LAVWMA to EBDA ~~is currently~~ was previously governed by the following agreements:

- 1) East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency (February 1, 1978);
- 2) First Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (March 26, 1981);
- 3) Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (June 20, 1985);
- 4) First Amendment To Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (February 18, 1993);
- 5) Second Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (February 18, 1993);
- 6) 1998 Interim Agreement To Provide Additional System Discharge Service Between East Bay Dischargers Authority And Livermore-Amador Valley Water Management Agency (March 18, 1998).

The above agreements shall hereinafter be referred to collectively as the “Prior Agreements”;
and

WHEREAS, there are numerous separate agreements between member agencies of EBDA, and/or EBDA and/or member agencies of LAVWMA, and/or LAVWMA, which are not affected or modified by this Amended and Restated Master Agreement (the “Individual Contracts”); and

WHEREAS, LAVWMA exports its wastewater through its facilities constructed near or through the jurisdictions of certain EBDA member agencies, per terms of Individual Contracts,

connecting to a point approximately one mile north of EBDA's Oro Loma Effluent Pump Station for ultimate discharge into San Francisco Bay; and

WHEREAS, under the terms of the Prior Agreements, EBDA and LAVWMA, as joint powers authorities, ~~have~~ established certain standards as to the scope and conditions under which LAVWMA's export of wastewater to and through the EBDA system has been accommodated, including, but not limited to allocation of capacity rights to LAVWMA and allocation of costs to LAVWMA for the use of the EBDA system, at all times, however, subject to certain of the Individual Contracts; and

WHEREAS, on April 26, 2007, the Parties ~~wish to~~ executed a Master Agreement which ~~will~~, in all respects, superseded the Prior Agreements, but in no way affected the Individual Contracts, for the purposes of consolidating all relevant provisions contained in the Prior Agreements into one document and for the purpose of eliminating redundant and obsolete provisions contained therein; and-

WHEREAS, the original term of the Master Agreement was through January 1, 2020; and

WHEREAS, the Parties executed the First Amendment to the Master Agreement to extend the term to June 30, 2020 to coincide with the term of EBDA's Joint Exercise of Powers Agreement; and

WHEREAS, the Parties executed the Second Amendment to the Master Agreement to extend the term to January 1, 2021; and

WHEREAS, the Parties executed the Third Amendment to the Master Agreement to extend the term to June 30, 2021 to provide sufficient time to negotiate an amended and restated agreement between the Parties; and

WHEREAS, the Second and Third Amendments also specified a method for allocating the costs incurred by LAVWMA between October 1, 2020 and June 30, 2021 and specified that the cost allocation mechanisms agreed to in this Amended and Restated Agreement would be applied retroactively for costs incurred from July 1, 2020 forward (collectively, the Master Agreement and the First, Second and Third Amendments shall be the “Master Agreements”); and

WHEREAS, the Parties mutually negotiated the EBDA-LAVWMA Amended Master Agreement Term Sheet, which was approved by the LAVWMA Board of Directors on February 17, 2021 and the EBDA Board of Directors on February 18, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good, adequate, independent and sufficient consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Prior Agreements Superseded

Upon execution of this Amended and Restated Master Agreement by both Parties, the Master Agreements and Prior Agreements described in the above recitals, will be superseded and will have no further force or effect.

2. Definitions

For purposes of this Amended and Restated Master Agreement, the following terms are defined as follows:

2.1 “EBDA’s Design Capacity.” EBDA’s current design capacity to convey flows through its infrastructure. As of the Effective Date of this Agreement, EBDA’s Design Capacity is 189.1 million gallons per day. EBDA reserves the right to reduce the Design Capacity of the EBDA System as it is currently designed to accept and discharge wastewater in the future; however, any new Design Capacity shall continue to accommodate LAVWMA’s Firm Capacity of 19.72 MGD

at all times. Any future Design Capacity shall also accommodate LAVWMA's Interruptible Capacity of 21.48 MGD, except during certain operational and tide conditions, to be outlined in a Standard Operating Procedure.

2.2 "Effective Date." July 1, 2021.

~~2.2 "EBDA's Excess Capacity" Any actual capacity of the EBDA System, at any particular time, to accept and discharge wastewater in excess of EBDA's Design Capacity.~~

2.3 "MGD." Million gallons per day.

2.4 "LAVWMA PWWF." (Peak Wet Weather Flow) The instantaneous rate of flow in MGD, made up of dry weather flow plus the infiltration and inflow flows typically found as a result of a precipitation event, as measured at LAVWMA's monitoring station located approximately one mile north of EBDA's Oro Loma Effluent Pump Station (OLEPS).

2.5 "Treated Wastewater." Wastewater which complies with all National Pollutant Discharge Elimination System (NPDES) permit requirements imposed upon EBDA as well as NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency.

3. Authorization to Connect to the EBDA System

LAVWMA is authorized by EBDA to connect its wastewater line to EBDA's System along EBDA's force main north of the ~~Oro Loma Pump Station~~ OLEPS and south of the Marina ~~Outfall~~ Dechlorination Facility (MDF) and to discharge its treated wastewater in and through the EBDA force main subject to the provisions, limitations and conditions of this Amended and Restated Master Agreement.

4. LAVWMA's Right of Discharge

4.1 General Right of Discharge. Subject to the provisions, limitations and conditions of this Amended and Restated Master Agreement, LAVWMA shall have the right to discharge a total of 41.2 MGD PWWF into the EBDA system, which right consists of Firm Capacity of 19.72 MGD and 21.48 MGD of “Interruptible Capacity.”

4.2 Interruptible Capacity. LAVWMA’s “Interruptible Capacity” refers to that capacity which exceeds LAVWMA’s Firm Capacity of 19.72 MGD, up to a maximum of 41.2 MGD, and which is restricted ~~to the difference between~~ by the ability of OLEPS to pump the flow from the southern portion of the system (from Union, Hayward, and Oro Loma) against the flow from the northern portion of the system (from LAVWMA and San Leandro) and the tide. The ability of OLEPS to pump the flow from the southern portion of the system is the limiting factor in determining LAVWMA’s Interruptible Capacity ~~EBDA’s Design Capacity of 189.1 MGD and the actual total combined instantaneous flow from all EBDA member agencies plus LAVWMA’s Firm Capacity of 19.72 MGD which occurs at any particular time.~~

LAVWMA’s Interruptible Capacity is thus variable and dynamic, as the actual flow rate changes continuously throughout any given hour, day, and season. Conditions whereby EBDA may interrupt LAVWMA’s flow shall be outlined in a Standard Operating Procedure, to be agreed upon by the General Managers of both Parties. Said Standard Operating Procedure shall be consistent with the NPDES permits of both Parties as of the Effective Date and shall be updated as necessary. ~~As an example, assuming an EBDA Design Capacity of 189.1 MGD, if the combined actual flow from all EBDA member agencies reaches 169.4 MGD, then the LAVWMA capacity to discharge treated wastewater into the EBDA system beyond its Firm Capacity of 19.72 MGD would be zero and, hence, interrupted.~~

~~4.3 EBDA's Excess Capacity. In the event that the EBDA system produces an actual instantaneous capacity greater than its Design Capacity, EBDA may allow LAVWMA the right to use this "Excess Capacity" for short duration peak flows on an interruptible basis, but at all times subject to the paramount rights of EBDA and its member agencies to utilize all or any portion of such excess capacity for discharge of wet and dry weather flows.~~

~~4.4 LAVWMA's Alternate Temporary Disposal Options. LAVWMA shall provide disposal options for all interruptible flows in accordance with the measures and timetables described in LAVWMA's certified EIR for its Export Expansion Project and in compliance with current and future NPDES permits; provided, however, that such disposal options must be capable of allowing LAVWMA to immediately interrupt its flows above 19.72 MGD when requested by EBDA as herein provided and must be fully operational so as to coincide with increases in dry weather flows and PWWF of LAVWMA member agencies.~~

4.45 LAVWMA's Alternate Permanent Disposal Options. LAVWMA, and its member agencies, recognize that ~~over time the likelihood of the~~ possibility of interruption by EBDA ~~is expected to increase and will require future planning and additional facilities~~ alternative discharge locations. In the ~~at~~ event of such interruption by EBDA, it will be the responsibility of LAVWMA to provide alternate means of disposing of the interrupted flows of LAVWMA.

4.56 LAVWMA'S Release of all Claims as to Capacity. The ~~P~~ parties, in entering into this Amended and Restated Master Agreement, have done so in order to formalize a granting of Interruptible Capacity in lieu of pursuing adversarial actions including but not limited to legislation, ~~and/or direct,~~ or inverse condemnation. In addition, LAVWMA relinquishes all claims to any ~~Excess Capacity and any Interruptible C~~ capacity in the EBDA system above the currently specified Interruptible Capacity of 21.48 MGD (which itself can be interrupted to the

point of nonexistence at the ~~direction~~ discretion of EBDA) unless this Amended and Restated Master Agreement is amended in writing by the Parties.

4.67 EBDA's Temporary Use of LAVWMA's Capacity. EBDA shall not do anything within EBDA's control which would injure or prohibit LAVWMA from utilizing the Firm Capacity set forth herein. If EBDA wishes to utilize any portion of LAVWMA's Firm Capacity, which is not in actual use by LAVWMA or necessary for LAVWMA's anticipated needs, EBDA shall submit a written proposal to LAVWMA detailing the nature, duration and volume of the EBDA's proposed usage. LAVWMA may give its written permission, subject to any conditions negotiated by the Parties for usage of LAVWMA's Firm Capacity by EBDA. The Parties agree and understand that if any unused LAVWMA Firm Capacity is available, this capacity may be used by EBDA for short duration peak flows provided such usage does not jeopardize the flows of LAVWMA's Firm Capacity in the EBDA System. LAVWMA retains complete ownership of the discharge rights for the amount of Firm Capacity set forth in this Amended and Restated Master Agreement. LAVWMA may transfer or sell to EBDA or to any EBDA member agency any portion of its LAVWMA's Firm Capacity rights described in this Amended and Restated Master Agreement which LAVWMA determines is unnecessary for its future needs. LAVWMA may not transfer or sell to anyone any portion of its right to Interruptible Capacity, ~~or of its right to Excess Capacity,~~ without the prior written consent of EBDA and each EBDA member agency which consent can be denied in the sole discretion of EBDA or any EBDA member agency.

5. Operation of LAVWMA Facilities

5.1 Avoidance of Disruption to EBDA Facilities. Certain LAVWMA facilities for the transportation and discharge of wastewater into the EBDA system must necessarily traverse the jurisdictions of some or all of EBDA's member agencies. LAVWMA agrees that the

construction, operation and repair of these facilities will be performed in such a manner as to avoid or minimize disruption of the services provided by these member agencies and shall further be performed in a manner which will provide a minimum of inconvenience to the residents of these member agencies as well as to the general public and in a manner consistent with certain of the Individual Contracts.

5.2 Repairs or Replacement of EBDA Facilities Necessitated by LAVWMA Operations.

LAVWMA will promptly make any repairs or replacements to any EBDA member agency's facilities necessitated by LAVWMA's construction, operation or repair activities in conformance with the standards, procedures, and specifications of EBDA and its member agencies having jurisdiction, and certain of the Individual Contracts, and that neither EBDA nor its member agencies will incur any costs for relocation of their respective facilities or for any damages sustained by EBDA or its member agencies as a result of the construction, operation or repair of any LAVWMA facilities.

5.3 Ownership of Facilities. EBDA shall own the physical facilities known as the pump stations, force main, and outfall system and, in addition, shall own the portions of the connection link ~~(consisting of a tee and valve)~~ at LAVWMA's point of connection north of ~~the Oro Loma Pump Station~~ OLEPS. Specifically, EBDA owns the EBDA vault and the tee on the 96-inch force main. LAVWMA owns the LAVWMA vault, the LAVWMA force main and the new LAVWMA valve. ~~as~~ These facilities are more particularly shown on Exhibit A, attached hereto and incorporated herein by reference.

5.4 Operation Requirements. LAVWMA will design, operate and maintain its facilities at no cost to EBDA such that the maximum pressure on a closed valve at the point of connection to EBDA's System will not exceed an equivalent water surface elevation of 65 feet above mean

sea level. ~~EBDA's~~LAVWMA's valve at the point of connection shall be operated only by EBDA only after providing oral or written notice to LAVWMA.

It is anticipated that either EBDA or LAVWMA may be required to ~~discontinue service~~interrupt flow from time to time for inspection, maintenance and repair of each Pparty's respective facilities, in which event each shall give the other adequate advance written notice for the other to make provisions for adequate disposal, to isolate the two systems, and to protect each system from damage. In the event that either Pparty makes or causes any significant change in the operation of its facilities that would foreseeably affect the other, it shall advise the other either orally or in writing as soon as such change is known.

In the event of an emergency requiring an immediate shut-down or isolation of either EBDA's or LAVWMA's facilities, both Pparties shall coordinate their operations and jointly take the affected facility out of service to avoid or minimize damage to either Pparty's facilities.

Each Pparty shall operate and maintain its respective system so as not to damage the other Pparty's system. Each Pparty shall hold the other free and harmless from all liability or damage incurred by the other or by a third party as a direct and proximate result of any failure by such Pparty to properly operate and maintain its system.

5.5 LAVWMA's Failure to Interrupt Flow - Indemnification and Remedies. If LAVWMA fails to interrupt flow immediately upon proper notification and request, LAVWMA shall indemnify EBDA and the EBDA member agencies from all direct or consequential damages as well as from any increased costs, including, but not limited to, increased operation and maintenance costs for EBDA or its member agencies, and from any regulatory actions or third party lawsuits and further provide legal defense for EBDA and its member agencies together with all related costs thereto. In addition, and notwithstanding the remedies provided elsewhere in this

Amended and Restated Master Agreement, either ~~P~~party may seek equitable relief against the other for violation of this Amended and Restated Master Agreement. With respect to LAVWMA's responsibility to interrupt its flow ~~upon flow~~ upon proper notification and request, it is difficult, if not impossible, to determine EBDA's or EBDA's member agencies' direct or consequential damages due to any failure of LAVWMA to interrupt its flow. Therefore, the ~~P~~parties agree that a court of competent jurisdiction, in addition to granting any other legal or equitable relief, may issue specific orders directing LAVWMA or its member agencies to interrupt such flow in the event of any such failure. Notwithstanding any provision herein to the contrary, no provision of this Amended and Restated Master Agreement shall be construed as consent on the part of EBDA or any EBDA member agency to LAVWMA's failure to interrupt flow.

5.6 Additional Insureds. At all times, LAVWMA shall name EBDA and its member agencies as additional insureds on its liability policies and, if unable to do so, shall procure new liability policies in the name of EBDA and its member agencies providing EBDA and its member agencies liability insurance similar to that maintained by LAVWMA for itself and its own member agencies.

5.7 Damage to or Destruction of EBDA System. Notwithstanding any provision of this Amended and Restated Master Agreement to the contrary, in the event that the EBDA system is damaged or destroyed by causes beyond the control or responsibility of EBDA such that LAVWMA flows covered under this Amended and Restated Master Agreement cannot be accommodated in the EBDA system, EBDA shall not be liable to LAVWMA or its member agencies for failure to provide the services described herein. EBDA will use its best efforts to repair its system and restore service within a reasonable time. During this period of time,

LAVWMA flows that cannot be accommodated within the EBDA system shall be exempt from operation and maintenance costs as described in Paragraph 6.1 of this Amended and Restated Master Agreement. In the event that EBDA cannot restore service within a reasonable time, the Parties will negotiate in good faith to amend the terms of this Amended and Restated Master Agreement to reflect changed conditions.

LAVWMA shall be responsible for paying twenty--six and one tenth of one percent (26.1%) of the costs associated with all failures, including costs related to any repairs, of the force main between the OLEPS and the MDF and the Bay Outfall. The term “failure” means a state in which the aforementioned portion of the force main is no longer able to convey flows reliably without spilling. Such costs may include temporary emergency repairs, permanent repairs, or the costs associated with abandonment of the segment, as well as costs associated with environmental liability or third-party claims arising from such failure(s). Any costs that LAVWMA is responsible for shall be proportionally offset by any state, federal, and/or other third-party reimbursements, including but not limited to insurance coverage and indemnity payments, if applicable. EBDA shall notify LAVWMA in writing prior to making any decision to abandon a segment of the force main that would impact LAVWMA’s ability to discharge treated wastewater effluent under this Amended and Restated Master Agreement and provide LAVWMA with an opportunity to assume responsibility for repairing the segment.

5.8 Monitoring and Reporting. LAVWMA shall maintain a sampling and monitoring facility along its pipeline within one mile of the point of connection to the EBDA system. The facility shall contain an automatic proportional sampler to collect that information necessary to determine that the quality of LAVWMA’s treated effluent meets all wastewater discharge requirements described in Paragraph 5.9 herein. LAVWMA shall arrange to have the samples

collected, analyzed, and reported to EBDA within 10 days after the end of each calendar month and within ten days of a request from EBDA for sampling and testing to identify a wastewater discharge requirement violation in accordance with applicable and state-of-the-art laboratory procedures. In addition, LAVWMA will measure the instantaneous rate of flow, totalized flow, chlorine residual~~as is more specifically provided for in Exhibit B, which is attached hereto and incorporated herein by reference~~, and pressure in its pipeline and shall transmit that data to an EBDA operation center within five miles of the point of monitoring. Transmission of data to EBDA shall include equipment and transmission of signal, at LAVWMA's sole cost, to provide for a visual indicator, plus a printed record (chart or data logger) that is compatible with EBDA's Supervisory Control and Data Acquisition System (SCADA).

EBDA shall monitor the outfall effluent discharge and receiving waters in accordance with procedure and requirements of the appropriate regulatory agencies. LAVWMA shall coordinate pumping with EBDA's ~~Operations and Maintenance Manager~~ staff to ensure that representative samples can be collected for EBDA's discharge permit.

The Pparties shall have a mutual right of inspection and auditing of financial operation and maintenance records, monitoring and metering equipment and facilities for purposes, including but not limited to, calibrating the equipment, taking samples, and reviewing records; provided, however, that each Pparty shall exercise this right through their respective managers and in otherwise reasonable manner.

Each Pparty shall provide the other Pparty with monthly reports on the quantity and quality of effluent which is discharged by each Pparty and its member agencies into the EBDA System.

LAVWMA will report to EBDA as soon as possible, but within 24 hours, any violation of the wastewater requirement of Paragraph 5.9 of this [Amended and Restated](#) Master Agreement. A written statement of the probable cause and the nature and time schedule for corrective action being taken or to be taken will be furnished to EBDA as soon as practicable.

5.9 Wastewater Discharge Requirements. Under the provisions of this [Amended and Restated](#) Master Agreement, LAVWMA will discharge its wastewater into EBDA's facilities such that its treated wastewater complies with all NPDES permit requirements imposed upon EBDA as well as any NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency. [LAVWMA shall maintain a detectible chlorine residual at all times at the San Leandro sample station. The General Managers of the Parties may agree to an alternative means of demonstrating bacteria compliance as an outcome of EBDA's Disinfection Master Plan.](#) EBDA shall perform the dechlorination requirements imposed by both federal and state agencies. ~~LAVWMA will reimburse EBDA for dechlorination costs as described in Exhibit "BA" attached hereto.~~

5.10 Failure to Meet Discharge Requirements. LAVWMA shall hold EBDA harmless from all liability and damages incurred by EBDA as a direct and proximate result of any failure by LAVWMA to meet the discharge requirements specified in Paragraph 5.9, including but not limited to legal, engineering, administrative expenses, fines, and damages incurred by EBDA or its member agencies as a result of any order issued by any federal, state or regional agency or any order or injunction issued by any court of law. Upon notification of each violation, LAVWMA will take prompt, corrective actions as necessary to meet said discharge requirements.

In the event that LAVWMA is made responsible for any fines, sanctions, or damages imposed due to the failure of EBDA to meet discharge requirements described in Paragraph 5.9,

EBDA will hold LAVWMA and its member agencies free and harmless from liabilities and damages incurred by it, which liabilities and damages are the direct and proximate result of a violation by EBDA which liabilities and damages include, but are not limited to, legal, engineering, administrative expenses, fines and damages incurred by LAVWMA or its member agencies as a result of any order issued by any federal, state or regional agency or by any order or injunction issued by any court of law. Upon notification, EBDA shall take prompt and corrective action as may be necessary to meet said discharge requirements.

5.11 Ownership of Wastewater. LAVWMA will retain ownership of its wastewater until it is discharged into EBDA's force main system. Thereafter, EBDA owns said wastewater. LAVWMA maintains the right to market its wastewater for recycling purposes within EBDA's service area. LAVWMA's water recycling projects shall be limited to those that are in the corridor of its existing pipeline through EBDA's service area. Such projects are subject to technical and economic review and should be approved by the appropriate water-purveying agency. EBDA shall assist in developing markets and implementing projects. Reporting of LAVWMA flows, for the purpose of determining variable rate cost sharing of operation and maintenance expense, shall be in accordance with EBDA's Water Recycling Policy adopted February 21, 1991, as it currently exists or as it is subsequently amended. All flows diverted from the LAVWMA pipeline for recycling purposes within EBDA's contiguous service -area shall not be deducted from the total reported flow exported from the LAVWMA service area. Recycled flows diverted within either service area shall not reduce or increase LAVWMA's capacity allocation in the EBDA System.

5.12 Brine Management (Agency-Generated). Any project or activity that results in utilization of EBDA's System to dispose of brine generated from wastewater by the LAVWMA member agencies (hereinafter, "Agency-Generated Brine") shall not be subject to approval by

EBDA and shall not require any payment to EBDA. LAVWMA may discharge Agency-Generated Brine that is not treated through the member agency's full secondary treatment process into the EBDA system provided that the following conditions are met:

- a) The addition of brine will not cause significant degradation of effluent quality or result in permit violations of either EBDA or its member agencies.
 - 1. Brine must be routinely monitored for key regulated constituents to ensure that there are no negative impacts of the brine on EBDA's combined effluent.
 - 2. Water quality and NPDES permit compliance issues must be addressed and resolved at no cost to EBDA.
- b) The addition of brine will not negatively impact the infrastructure of EBDA or its member agencies.

LAVWMA may discharge Agency-Generated Brine or any other waste treated by a LAVWMA member agency through its full secondary treatment process into the EBDA System, provided that it is properly included in LAVWMA's effluent samples and all permit conditions for doing so are met.

5.13 Brine Management (Other). For brine that is generated by an entity other than a LAVWMA member agency or from a source other than LAVWMA-agency wastewater, a formal agreement must be unanimously approved by the EBDA Commission. The agreement will generally include the following:

- a) Provision for EBDA to unilaterally discontinue accepting brine into EBDA's system when continued acceptance of brine is not in the best interest of EBDA. Specific conditions around such discontinuation will be outlined in the agreement.
- ~~a)~~b) Indemnification of EBDA against liability resulting from such disposal.

6. LAVWMA'S Financial Participation in the EBDA System

6.1 Operations and Maintenance. LAVWMA shall be responsible for its share of all applicable costs attributable to LAVWMA's use of and capacity rights in the ~~of~~ EBDA System, which include OLEPS, MDF, Operations Center, and force main from OLEPS to Bay Outfall, and ~~except~~ ~~exclude~~ those costs specifically associated with the Union Effluent Pump Station (UEPS), Hayward Effluent Pump Station (HEPS) and their associated force main sections, as well as facilities owned by the City of San Leandro ~~pump stations at Alvarado and Hayward and the forcemain from Alvarado to Oro Loma~~. The costs shall include: operations, maintenance, administration, studies, reports, and renewal and replacement of equipment including equipment covered by EBDA's Renewal and Replacement Program. Certain costs shall be allocated on a case-by-case basis subject to a separate agreement between the ~~P~~parties. LAVWMA's share of the costs are identified in Exhibit ~~A, attached hereto and made a part hereof as though fully set forth herein~~ ~~B~~.

6.2 Capital Project Costs. LAVWMA is responsible for its share of costs for any capital project that is intended to replace or repair any EBDA facility, except ~~those costs specifically associated with UEPS, HEPS and their associated force main sections, as well as facilities owned by the City of San Leandro the Alvarado and Hayward Pump Stations and the forcemain from Alvarado to Oro Loma~~. Projects covered by this section do not include those projects covered under Section 6.1. Costs attributable to LAVWMA are exclusive of funds received from insurance or state or federal relief. LAVWMA's cost sharing allocation is identified in Exhibit ~~B~~ ~~A~~.

6.3 Capital Buy-in. LAVWMA previously paid to EBDA: (a) the sum of approximately six million dollars (\$6,000,000) under the Prior Agreements, which included 10.43% of the actual construction costs of the EBDA pipelines and dechlorination station north of OLEPS, 10.43% of

replacement costs, as well as indirect costs and industrial recovery cost, and (b) the sum of ten million dollars (\$10,000,000) under the Master Agreement, which was paid in full as of August 11, 2018, to “buy-in” to the EBDA System. These capital buy-in charges represented a fair and equitable share of project development and capital costs to expand the EBDA System to accommodate LAVWMA’s flow for the life of the EBDA System. LAVWMA shall have no additional buy-in obligations attributable to LAVWMA’s use of and capacity rights in the EBDA System.

~~LAVWMA has previously agreed and continues to agree in this Master Agreement to pay to EBDA the sum of \$10,000,000 to “buy in” to the EBDA System under the following terms and conditions:~~

~~a)——LAVWMA has paid an initial sum of \$3,000,000 plus accrued interest.~~

~~b)——LAVWMA agrees to continue to pay the remaining principal balance plus accrued interest which commenced under the Prior Agreements on July 1, 2000, and annually thereafter through and including July 1, 2030. In the event that EBDA is dissolved before July 1, 2030, payments shall be made to EBDA’s successor as provided in EBDA’s Joint Exercise of Powers Agreement.~~

~~c)——The annual interest rate applied shall not be less than 3% per annum, nor more than 6% per annum. The annual interest rate during any fiscal year (July 1—June 30) shall be defined as the percentage change in the Bureau of Labor Statistics Consumer Price Index All Urban Consumers (CPI-U) for all items for San Francisco Oakland San Jose, California. For the base year 1982-84, the CPI-U = 100. Interest shall be rounded to the nearest 0.01%. The annual payment is calculated by using the mortgage payment method, using an adjustable interest rate. The following formula is used to determine the annual payment:~~

$$\text{Payment} = \text{Principal X} \frac{\text{Interest Rate}}{1 - 1 / (1 + \text{interest rate})^n}$$

~~Where n = term in years.~~

~~6.4 LAVWMA Failure to Comply with Financial Terms. Should LAVWMA fail to comply with the financial terms of this Master Agreement and not make payment within sixty (60) days after receiving written notice and demand for payment from EBDA, EBDA may commence action to specifically enforce the terms of this Master Agreement in accordance with Paragraph 5.5 of this Master Agreement~~

7. **Mutual Indemnification**

Each Pparty shall operate and maintain its systems so as not to damage the other Pparty's system. Each Pparty shall hold the other free and harmless from all liability or damages incurred by the other as a direct and proximate result of any failure by such Pparty to properly operate and maintain its system.

LAVWMA further agrees to indemnify, defend and hold EBDA, its commissioners and officers, member agencies and their directors, council members and officers free from all claims, suits, damages, costs, losses and expenses that it may incur because of or resulting from LAVWMA's Export Expansion Project, the design, construction, or operation thereof, or resulting from LAVWMA's acceptance of brine or other flows that is generated by an entity other than a LAVWMA member agency. EBDA further agrees to indemnify, defend and hold LAVWMA, its directors and officers, member agencies and their directors, council members and officers free from all claims, suits, damages, costs, losses and expenses that it may incur because

of or resulting from EBDA's acceptance of brine or other flows that are generated by an entity other than an EBDA member agency, including, but not limited to, third-parties such as from Cargill.

8. **Term of the Agreement**

The term of this Amended and Restated Master Agreement begins ~~an~~ on July 1, 2020 2021 and shall extend until ~~January 1, 2020~~ June 30, 2040, which coincides with the term of EBDA's Joint Exercise of Powers Agreement; provided, however, that ~~provision for Capital Buy-in (Par. 6.3) and~~ all indemnification provisions contained in this Amended and Restated Master Agreement shall survive the expiration of this Amended and Restated Master Agreement. In addition, LAVWMA shall continue to be responsible for its share of operations, maintenance, and other costs as described in Paragraphs 6.1 and 6.2 as long as LAVWMA continues to discharge through the EBDA System even after this Amended and Restated Master Agreement expires. At least 60 days prior to the composition of EBDA's membership changing and/or at least 60 days prior to the termination of the EBDA JPA, EBDA shall give written notice to LAVWMA and an opportunity to become a member agency of EBDA. If LAVWMA is accepted and becomes a member agency of EBDA, this Amended and Restated Master Agreement shall terminate and be of no further force and effect. The financial provisions of this Amended and Restated Master Agreement shall be applied retroactively to July 1, 2020, as agreed in the Second and Third Amendments to the 2007 Master Agreement.

9. **Amendment or Extension of Agreement**

This Amended and Restated Master Agreement may be amended or extended at any time by the written agreement of the Parties. Any such amendment or extension shall be effective upon the date of final execution thereof. The Parties shall engage in good faith negotiations to

determine if it is appropriate to amend this Amended and Restated Master Agreement upon the occurrence of the following events: (a) EBDA Member Agencies negotiating to revise the EBDA JPA; (b) the composition of EBDA's membership changing; and/or (c) LAVWMA's flow quantity or composition significantly changing.

10. **Entire Agreement**

This Amended and Restated Master Agreement constitutes the entire agreement of the Parties and supersedes any and all agreements, undertakings, negotiations, or discussions, either oral or in writing, expressed or implied, regarding matters that are the subject of this Amended and Restated Master Agreement. The Parties acknowledge a) that no statements or promises, oral or otherwise, have been made that are not embodied in this Amended and Restated Master Agreement; b) that they have not executed this Amended and Restated Master Agreement in reliance on any such statement or promise; and c) that no statement or promise not contained in this Amended and Restated Master Agreement including any purported supplements, modifications, waivers, or terminations of the Amended and Restated Master Agreement shall be valid or binding unless executed in writing by both Parties. This Amended and Restated Master Agreement in no way affects the Individual Contracts.

11. **No Material Change**

The Parties acknowledge and agree that this Amended and Restated Master Agreement is not intended to materially modify the general relationship of the Parties as described in the Prior Agreements and/or Master Agreements, and shall not be interpreted in a manner which would result in a material change in that general relationship.

12. **Severability**

Should any portion, term, condition or provision of this [Amended and Restated](#) Master Agreement be decided by a court of competent jurisdiction to be void, unenforceable, or ineffective, the validity of the remaining portions, terms, conditions, or provisions will not be affected thereby; provided, however, that the intentions of the [P](#)parties are not materially distorted by the failure of said position, term, condition, or provision of this [Amended and Restated](#) Master Agreement.

13. **Costs / Attorneys Fees**

Should either [P](#)party be required to commence litigation, the prevailing [P](#)party shall be entitled to recover its costs including reasonable attorney's fees.

14. **Non-Assignment by LAVWMA**

Except as provided in Paragraph 4.7 of this [Amended and Restated](#) Master Agreement, LAVWMA, and any successor agency of LAVWMA, is specifically prohibited from assigning or transferring, alienating, leasing, or contradicting away all, or any of its rights under this [Amended and Restated](#) Master Agreement to any person or entity providing sewer services outside of LAVWMA's service area as it is currently described in its [Amended and Restated](#) Joint Powers Agreement dated [September 10, 1997](#) ~~September 10, 1997~~ [July 1, 2020](#), or as it may hereafter be extended or modified as provided in Section 25210.30, et seq, of the California Government Code without the written consent of EBDA. Any such attempted assignment, transfer, alienation, lease, or contracting away of such rights in violation of this paragraph is null, void, and of no effect.

15. **Mediation or Non-Binding Arbitration**

All claims and disputes relating to this [Amended and Restated](#) Master Agreement shall be subject to, at the option of both [P](#)parties, mediation or non-binding arbitration in accordance with

the arbitration rules of the American Arbitration Association, except as modified herein. Either Pparty may request mediation or non-binding arbitration by ~~filing~~-tendering such request in writing ~~with~~-to the other Pparty. Should the ~~other-receiving~~ Pparty fail to consent to mediation or non-binding arbitration within thirty (30) days of receipt of a request therefor, either Pparty may proceed with litigation.

The arbitrator or arbitrators are authorized to award to the Pparty whose contention is clearly upheld such sums, including reasonable attorneys fees, as they deem proper for the expenses incident to the arbitration. Otherwise, costs of arbitration shall be borne equally by the Pparties.

Use or operation of either Pparty's facilities shall not be interrupted or delayed due to any mediation or arbitration proceedings, except by written agreement of both Pparties.

If ~~legal action~~litigation is initiated, either Pparty shall have the right to introduce the record of any arbitration as evidence to the trial court. The trial shall be de novo with no limitation on the introduction of evidence not contained in the arbitration record. The decision of the arbitration panel shall be given no special weight or presumption.

16. Dissolution or Modification of Either Party

16.1 Dissolution or Modification of EBDA. In the event that EBDA is modified or terminated by virtue of actions taken pursuant to its Joint Powers Agreement, the right of LAVWMA to use EBDA facilities shall continue and any assignee(s) or transferee(s) of ownership to EBDA facilities shall be subject to this Amended and Restated Master Agreement.

16.2 Dissolution or Modification of LAVWMA. In the event that LAVWMA is modified or terminated by virtue of action taken pursuant to its Joint Powers Agreement, any assignee or transferee shall be entitled to assignment of all of LAVWMA's right, title, and interest to use said

facilities as set forth in this Amended and Restated Master Agreement on condition that said transferee or assignee assumes the terms thereof.

17. **Notices**

All notices provided to be given, or which may be given by either Party to the other, shall be in writing sent by (a) United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that the receiving Party actually receives an accurate transmission of the notices, as follows:

EBDA: General Manager
East Bay Dischargers Authority
2651 Grant Avenue
San Lorenzo, CA 94580-1841
Fax: 510-278-5910
E-mail: jzipkin@ebda.org

LAVWMA: General Manager
Livermore-Amador Valley Water Management Agency
7051 Dublin Boulevard
Dublin, CA 94568
Fax: 925-829-1180 (DSRSD)
E-mail: weir@lavwma.com

These addresses, fax numbers, and email addresses may be changed by written notice to the other Party~~parties~~, provided that no notice of a change of address shall be effective until actual receipt of that notice.

In Witness Whereof, the Parties hereto consent to the above terms and conditions as of this _____ day of _____, ~~2021~~²⁰²¹~~26th day of April, 2007~~.

APPROVED AS TO FORM:

EAST BAY DISCHARGERS AUTHORITY

~~Charles T. Kilian~~Eric Casher
Legal Counsel for EBDA

By: ~~Harry Francis~~Ralph Johnson, Chair

By: ~~Charles V. Weir~~Jacqueline Zipkin,
General Manager

APPROVED AS TO FORM:

LIVERMORE-AMADOR VALLEY WATER
MANAGEMENT AGENCY (LAVWMA)

~~Michelle Kenyon~~Alexandra M. Barnhill
General Counsel for LAVWMA

By: ~~Jeffrey G. Hansen~~Ann Marie Johnson,
Chairman

By: ~~Ed Cummings~~Charles V. Weir, General
Manager

EXHIBIT "A"
THE LAVWMA/EBDA CONNECTION

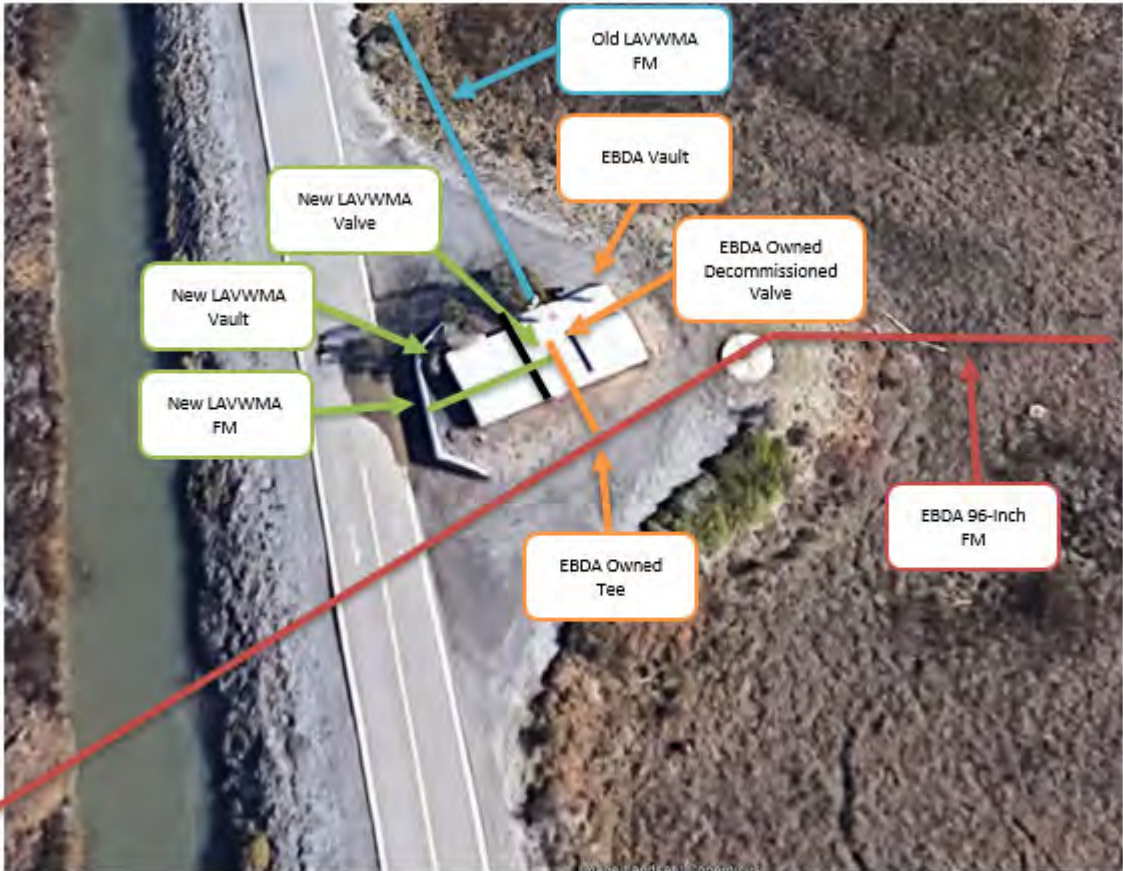




EXHIBIT "B"

1. LAVWMA shall reimburse EBDA for the costs attributable to LAVWMA's use of and capacity rights in EBDA's facilities. Said costs will be determined in accordance with the following definitions:

~~2. Dechlorination Costs: Dechlorination costs are those direct costs incurred by EBDA for power and chemicals used in dechlorinating LAVWMA's flows. LAVWMA's share of these costs is a function of both flow and chlorine residual. LAVWMA's percent share of these costs is determined on a monthly basis by the following formula:~~

$$Y = \frac{D(A \times C_A)}{(B \times C_B)} \times 100 \quad \text{where}$$

~~Y = LAVWMA's percentage of Dechlorination Costs~~

~~D = Total cost of power and chemicals for dechlorination~~

~~A = LAVWMA reported effluent flow~~

~~C_A = Arithmetic mean of residual chlorine concentration in mg/L of LAVWMA discharge to EBDA system~~

~~B = Total flow through dechlorination station~~

~~C_B = Arithmetic mean of residual chlorine concentration in mg/L of total flow through dechlorination station~~

- ~~23. Fixed Costs:~~ As defined by EBDA's ~~Second~~ Amended and Restated Joint Exercise of Powers Agreement, "Fixed Costs include all Operation and Maintenance ~~C~~ costs not defined below as 'Variable Costs'." Fixed ~~C~~ costs shall be apportioned to LAVWMA at the rate of twenty-six and one tenth percent (26.1%) and shall apply to costs associated with all ~~items~~ programs described in Number ~~56~~, below. LAVWMA shall not be charged for ~~other~~ Fixed Costs associated with other programs.

~~according to the following schedule:~~

Date	LAVWMA's Range of PWWFs, MGD	Fixed Cost Percentage
Effective Date of Prior Agreements to 12/31/99	≤ 21.00	11.03%
1/1/2000 to 12/31/2004	≥ 21.01 to ≤ 25.04	12.82%
1/1/2005 to 12/31/2010	≥ 25.05 to ≤ 29.08	14.46%
1/1/2011 to 12/31/2014	≥ 29.09 to ≤ 33.12	15.97%
1/1/2015 to 12/31/2019	≥ 33.13 to ≤ 37.16	17.34%

1/1/2020 and beyond	≥ 37.17 to ≤ 41.20	18.60%
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~~3.1 For any given month, should LAVWMA's peak wet weather flow exceed the values in the table, then the fixed cost percentage associated with the PWWF in the table shall apply. As an example, on March 15, 2012, if LAVWMA's PWWF is 34.25 MGD, then LAVWMA's Fixed Cost Percentage for that month shall be 17.34%.~~

~~3.2 For any given month, should LAVWMA's peak wet weather flow exceed 41.20 MGD, then the Fixed Cost Percentage (F) shall be determined by the following formulae:~~

~~$$F = F_A + F_I$$~~

~~$$F_A = C_F/E + [C_F/E(C_I/E - C_I/E(1-D_R))]$$~~

~~$$F_I = C_I/E(1-D_R) \text{ where,}$$~~

~~F_A = Adjusted Firm Capacity Percentage~~

~~F_I = Adjusted Interruptible Capacity Percentage~~

~~C_F = LAVWMA's Firm Capacity of 19.72 MGD~~

~~C_I = LAVWMA's Interruptible Capacity, where $C_I = P - C_F$~~

~~P = LAVWMA's Peak Wet Weather Flow for the Month~~

~~E = EBDA's Effective Design Capacity, where $E = 189.12 + P - C_F$~~

~~D_R = LAVWMA's Maximum Discount Rate of 10.47%~~

~~Example, if LAVWMA's peak wet weather flow for the month is 45 MGD, then:~~

~~$$F = 9.31\% + 10.56\% = 19.87\%$$~~

~~In addition, LAVWMA shall pay a 10% penalty on the total fixed costs for the month as determined by the above formulae.~~

~~3.3 Should LAVWMA's peak wet weather flow exceed 41.20 MGD in any two months during a twelve consecutive month period, then the higher percentage calculated in 3.2 above shall apply to all fixed costs for the next twelve month period.~~

~~3.4 A new maximum peak wet weather flow figure and associated fixed cost percentage shall be established should LAVWMA's peak wet weather flow exceed 41.20 MGD under any of the following conditions:~~

~~3.4.1 Any three months during a twelve consecutive month period.~~

~~3.4.2 Any four months during a twenty-four consecutive month period.~~

~~3.4.3 Three or more days during any 30 consecutive day period.~~

~~3.5 The new fixed cost percentage shall be determined by the formula in 3.2 above, where a new DR is determined by the following formula:~~

$$DR = \frac{PN - 19.72}{51.28} \times 25.00\%$$

~~where, PN = the peak wet weather flow determined from 3.4, above.~~

34. Variable Costs: As defined by EBDA's ~~Second~~ Amended and Restated Joint Exercise of Powers Agreement, "Variable Costs shall be deemed to be costs of energy used for pumping, chemical costs used in operation of the ~~Joint~~ Facilities and maintenance and repair charges incurred in the operation and maintenance of the system." LAVWMA's ~~V~~variable ~~C~~cost rate percentage shall be determined on a monthly basis and shall be determined by the following formula: (LAVWMA reported effluent flow ÷ total flow through Marina Dechlorination Facility) x 100 (A ÷ B) x 100, where A and B are as defined above. ~~This percentage shall not be used in LAVWMA's costs for power and chemicals for dechlorination as defined by Dechlorination Costs above.~~ LAVWMA's Variable Costs apportionment shall apply to all items described in Number 56, below. LAVWMA shall not be charged for other Variable Costs.

45. Capital Project and R&R Fund Costs: Capital Project Costs shall be charged according to the Fixed Cost Percentage described in Number 23, above.

56. LAVWMA Participation in EBDA Programs: LAVWMA shall be responsible for percent costs as defined above in the following EBDA Fiscal Year Programs:

Program 12 06 General Administration - includes all costs associated with the overall administration and management of EBDA's ongoing business operations as a wastewater management agency.

Program 12 10 Outfall and Force m Mains - for LAVWMA shall include all costs associated with the force main between the Oro Loma Effluent Pump Station and the Marina Dechlorination Facility, ~~the forcemain between the San Leandro Pump Station,~~ and the Bay Outfall.

~~Program 12 12 San Leandro Pump Station - includes all costs associated with the operation and maintenance of the facility.~~

Program 12 14 Marina Dechlorination Facility - includes all costs associated with the operation and maintenance of the facility.

Program 12 16 Oro Loma Effluent Pump Station - includes all costs associated with the operation and maintenance of the facility.

Program 12 21 Bay & Effluent Monitoring - includes all costs associated with required NPDES laboratory analysis, receiving water monitoring, and reporting.

Special Projects - LAVWMA shall participate in other projects that are directly related to the interests of LAVWMA as agreed upon by the General Managers of EBDA and LAVWMA. Such projects may be required by the RWQCB or may be of mutual benefit. Cost sharing for LAVWMA may be based on one of the above definitions, if appropriate, or by some other mutually agreed upon basis.

7. Manner of Payment of Costs: EBDA shall submit to LAVWMA by May 1 of each year, a detailed estimate of LAVWMA's share of above noted costs for the next fiscal year, July 1 through June 30. EBDA shall adopt its budget by June 1 preceding each fiscal year and shall submit a copy of the adopted budget to LAVWMA immediately upon adoption. LAVWMA shall include in its budget said estimated costs for each fiscal year and submit a copy of its budget to EBDA immediately upon adoption. In the event actual costs are greater than those budgeted, EBDA shall advise LAVWMA of the projected costs, justification, and revised estimate of additional funds needed, at least two (2) months prior to the anticipated date of reaching LAVWMA's budget limitation. LAVWMA shall make such arrangements as necessary for reimbursing the actual costs incurred.
8. EBDA shall invoice LAVWMA on a ~~quarterly~~ periodic basis for all non-capital estimated fiscal year budget costs. Following the close of the fiscal year, EBDA shall issue a final invoice for actual fiscal year costs including actual costs for capital and renewal-replacement projects. LAVWMA shall make payment within thirty (30) days of receipt of said invoice from EBDA. Should LAVWMA be due a credit for actual fiscal year costs EBDA, may, at its discretion deduct said credit from the next quarterly invoice.

EBDA-LAVWMA Amended Master Agreement Term Sheet

FINAL – February 2021

Capacity

- Consistent with the Master Agreement (Section 4.1), LAVWMA shall have a Firm Capacity of 19.72 MGD in the EBDA System, and an Interruptible Capacity of up to 21.48 MGD for a total of 41.2 MGD at peak flow.

LAVWMA's Financial Participation in the EBDA System

- **Operations / Maintenance and Capital Costs** - LAVWMA shall be responsible for its share of all applicable costs attributable to LAVWMA's use of and capacity rights in the EBDA System, which include OLEPS, MDF, Operations Center and force main from OLEPS to Bay Outfall, and exclude Union Effluent Pump Station (UEPS), Hayward Effluent Pump station (HEPS) and their associated force main sections, as well as facilities owned by the City of San Leandro. (See Master Agreement 6.1 and 6.2).
- **Capital Buy-In** – The Agreement shall document that LAVWMA has fulfilled its obligation to pay EBDA capital buy-in charges of approximately \$6M and \$10M to cover LAVWMA's fair and equitable share of the project development and capital costs to expand the EBDA System to accommodate LAVWMA's flow for the life of the EBDA system. [No additional buy in obligations, but LAVWMA will pay for ongoing capital costs as stated above.]
- **Fixed Cost** – LAVWMA fixed cost allocation shall be 26.1%.
- **Renewal and Replacement Fund (RRF)** – RRF allocation = Fixed cost allocation
- **Variable Cost** – LAVWMA variable cost allocation to be based on proportion of total annual flow, consistent with Member Agencies. Cost allocation for chlorination and/or dechlorination may be revised based on the outcomes of the Disinfection Master Plan if agreed to by both Parties.

Liability

Allocation of costs associated with a failure of the Transport System and Outfall as per EBDA JPA:

- First \$1.25M shared based on fixed cost allocation (excluding SL) (and consistent with parameters above).
- Above that, LAVWMA pays a share of OLEPS and MDF segment costs based on share of fixed cost allocation in that segment, as well as share of outfall costs based on fixed cost allocation.

Term

- Through June 30, 2040, with obligation to engage in good faith negotiations to determine if it is appropriate to amend the agreement upon certain events such as: (1) when EBDA Member Agencies negotiate to revise the JPA (see EBDA JPA Section 20(d)), (2) the composition of EBDA's membership changes, and/or (3) LAVWMA's flow quantity or composition significantly changes

(to be defined). Other amendment or termination by mutual agreement.

- Provide LAVWMA with notice and an opportunity to consider becoming a Member Agency of EBDA whenever an EBDA member composition changes and upon end of EBDA JPA term. Acceptance as a member would terminate this Agreement.

Operation of Facilities

- The provisions in Section 5 of the current Master Agreement regarding LAVWMA's O&M obligations are acceptable. LAVWMA recognizes that EBDA may want to update some of this language to parallel the terms of its new JPA.
- LAVWMA to maintain water quality and conduct sampling as provided for in current Master Agreement 5.8, 5.9 and 5.10.
- LAVWMA to maintain a detectable level of chlorine at the San Leandro Sample Station. LAVWMA will actively participate in the Disinfection Master Plan conducted by EBDA. The parties agree that the need to maintain a chlorine residual at the San Leandro Sample Station as determined by the Disinfection Master Plan, may result in a new disinfection strategy and associated cost-sharing.
- LAVWMA to coordinate pumping with EBDA O&M Manager to ensure that representative samples can be collected for EBDA's discharge permit.

Brine Management

- Brine generated from wastewater by the City of Pleasanton, the City of Livermore, or Dublin San Ramon Services District (DSRSD) (i.e. the LAVWMA member agencies) does not require approval by the Commission and does not require any payment to EBDA. Any discharge of Agency-generated wastewater-derived brine to the system downstream of secondary treatment must be consistent with conditions 1 and 2 of EBDA's Brine Policy dated July 16, 2020. (Same as member agencies under the EBDA JPA Section 23(b)(2)). Such conditions will be expressly stated in the Amended Master Agreement.
- LAVWMA may discharge brine or any other waste treated by a LAVWMA member agency through its full treatment system into EBDA's system so long as it is properly included in effluent samples and all permit conditions are met. (Same as member agencies under the EBDA JPA Section 23(b)(3)).
- For brine that is generated by an entity other than a LAVWMA member agency, a formal agreement must be unanimously approved by the EBDA Commission. The agreement will generally include the following:
 - Provision for EBDA to unilaterally discontinue accepting brine into the Authority's system when continued acceptance of brine is not in the best interest of the Authority. Specific conditions around such discontinuation will be outlined in the agreement.
 - Indemnification of the Authority against liability resulting from such disposal.
- A separate agreement between DSRSD and EBDA will be adopted concurrently with the EBDA-LAVWMA Master Agreement, for the same Term, to govern the Zone 7 brine discharge. The

agreement will include the following terms:

- DSRSD will pay EBDA a review fee of \$50,000 upon execution of the agreement, in recognition of EBDA's costs to review and approve the discharge.
- For each year that Zone 7 is permitted to discharge to DSRSD's system and into the LAVWMA system, DSRSD will pay EBDA an annual fee in the amounts specified below:
 - 20,000 per year for FY21 – FY30
 - \$25,000 per year for FY31 – FY40.
- EBDA reserves the right to review and approve or reject any significant changes to quantity or quality of Zone 7 brine discharged. In that process, fees may be adjusted. If flow decreases significantly, fees may be adjusted downward.
- EBDA reserves the right to discontinue or limit brine discharges if EBDA determines that acceptance of Zone 7 brine is limiting available capacity (hydraulic or constituent-based) required by any EBDA Member Agency. DSRSD agrees to provide water quality data for the Zone 7 brine as requested by EBDA on contaminants of emerging concern (e.g. PFAS compounds). EBDA agrees to limit requests to no more than once per year.

Dissolution of a Party

- Keep as in current Master Agreement Section 16:
 - If EBDA is modified or terminated pursuant to its JPA, LAVWMA's right to use EBDA system shall continue and any assignee(s) or transferee(s) of ownership to EBDA facilities shall be subject to the new Master Agreement.
 - If LAVWMA is modified or terminated, any assignee or transferee, or the LAVWMA Member Agencies in the case there is no transferee, shall be responsible for LAVWMA's obligations for the remainder of the term. This includes continued payment of Fixed Costs, RRF contributions, and liability.

Infrastructure

Agreement shall clarify ownership of infrastructure at the tie-in as per the following photos:





-- END OF TERM SHEET --

Page 1

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

ITEM NO. 15 APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT FOR MAINTENANCE OF LAVWMA FACILITIES WITH DSRSD

Action Requested

Approve Resolution 21-05, Approval of Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities.

Summary

The Agreement for Maintenance of LAVWMA Facilities provides the terms and conditions under which DSRSD performs the day to day operations and maintenance activities on behalf of LAVWMA at the LAVWMA facilities. As originally drafted in 1980, DSRSD is responsible for most liability that would occur as a result of the operation and maintenance of LAVWMA facilities. DSRSD requested that LAVWMA consider modifying this to make LAVWMA responsible for liability. LAVWMA's General Manager and General Counsel found this request to be fair and equitable because DSRSD is acting as LAVWMA's agent by performing these services. As a practical result, this means that the member agencies would all share the responsibility for any liability as provided for in the JPA, rather than just DSRSD.

The issue regarding Indemnification and Hold Harmless came up during the "pick a flow" discussions with EBDA. At that time DSRSD had concerns regarding their ability to provide the O&M of the LAVWMA system with an unknown set of operating requirements. As a consequence, DSRSD requested consideration of modifying the existing maintenance agreement, which was approved in 1980. Now that the EBDA agreement has been resolved, the immediate need to modify the agreement has become just a modification to Article 10, Hold Harmless.

The General Counsels from LAVWMA and DSRSD with input from the LAVWMA General Manager and DSRSD Assistant General Manager have agreed on changes to Article 10, Hold Harmless as presented in Amendment No. 1 to the agreement. There are still plans to revisit the entire agreement once the EBDA agreement is finalized.

Recommendation

It is recommended that the Board approve Resolution No. 21-05, Approval of Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities with DSRSD.

Attachments

- 15.a Resolution Approving the Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities.
- 15.b Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities.
- 15.c Hold Harmless section from the 1980 Agreement.

**LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
RESOLUTION NO. 21-05**

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR
MAINTENANCE OF LAVWMA FACILITIES**

WHEREAS, the Livermore-Amador Valley Water Management Agency (“LAVWMA”) is a joint powers agency formed pursuant to the Amended and Restated Joint Exercise of Powers Agreement for the Livermore-Amador Valley Water Management Agency dated July 21, 1997; and

WHEREAS, LAVWMA owns and operates a pump station, pipeline, and other facilities to transport treated wastewater treatment plant effluent from the jurisdictions of the Member Agencies to an outfall in San Leandro; and

WHEREAS, LAVWMA requires services of qualified wastewater professionals to operate and maintain LAVWMA’s facilities in a manner consistent with the permits issued by the San Francisco Bay Regional Water Quality Control Board and other applicable laws and regulations; and

WHEREAS, since January 15, 1980, Dublin San Ramon Services District (“District”) has performed these operations and maintenance services for LAVWMA pursuant to an Operations Agreement; and

WHEREAS, LAVWMA and District now mutually desire to amend the Operations Agreement to modify the indemnification clause therein.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Livermore-Amador Valley Water Management Agency as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein.
2. Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities, which is attached hereto as Exhibit A and incorporated by this reference, is hereby approved, subject to minor modification by the General Counsel. The General Manager is hereby authorized and directed to execute this First Amendment to the Agreement for and on behalf of LAVWMA.

DULY AND REGULARLY ADOPTED by LAVWMA this 19th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

LIVERMORE AMADOR VALLEY WATER MANAGEMENT AGENCY

By: _____
Anne Marie Johnson, Chair

ATTEST:

By: _____
Charles V. Weir, General Manager

**Amendment No. 1
To The
Agreement for Maintenance of LAVWMA Facilities**

This Amendment No. 1 to the Agreement for Maintenance of LAVWMA Facilities, dated January 15, 1980 (the “Operations Agreement”) is entered into by and between the Livermore-Amador Valley Water Management Agency (“AGENCY”) and the Dublin San Ramon Services District (“DISTRICT”), as evidenced by the signatures below, in order to address responsibility for risk and liability related to maintenance and operation of the AGENCY facilities and/or system. AGENCY and District are referred to collectively in this Amendment No. 1 as the “Parties.”

RECITALS

1. AGENCY is a joint powers agency created in 1974 by the cities of Livermore and Pleasanton and the DISTRICT for the purpose of constructing, operating, and maintaining facilities for wastewater disposal to serve the general plans of Livermore and Pleasanton and the general plans of the planning agencies that DISTRICT serves.
2. AGENCY and the East Bay Dischargers Association (“EBDA”) entered into a Master Agreement in April 2007. The Master Agreement lays out the terms and conditions under which AGENCY is allowed to discharge treated wastewater through EBDA’s system to San Francisco Bay. The Master Agreement would have expired on January 1, 2020 and has thrice been extended to June 30, 2021. AGENCY and EBDA have approved a term sheet that would amend and restate the Master Agreement on largely the same terms and conditions as are currently in place with an expiration date of June 30, 2040.
3. AGENCY’s operations are subject to permits issued by the San Francisco Bay Regional Water Quality Control Board (the “Regional Board”) governing the discharge of treated wastewater the exceedance or violation of which may result in future administrative hearings and the imposition of administrative orders and penalties under the California Water Code and are also potentially subject to citizen suits under the federal Clean Water Act.
4. AGENCY and DISTRICT entered into the Operations Agreement pursuant to which the Parties agreed that DISTRICT would operate and maintain AGENCY’s facilities. The Operations Agreement has remained unmodified since January 15, 1980, its effective date.
5. The Operations Agreement provides for DISTRICT to perform all required operations and maintenance tasks, according to AGENCY approved operations and maintenance manuals, which are necessary to meet AGENCY’s obligations for the transmission of treated effluent to EBDA’s system, including, but not limited to, compliance with permits issued by, or as may be modified by, the Regional Board and EBDA.
6. Article 10 HOLD HARMLESS of the Operations Agreement assigns risk and liability to DISTRICT for failure to perform obligations as set forth in the Operations Agreement.

7. AGENCY and DISTRICT desire to amend said Article 10 HOLD HARMLESS of the Operations Agreement to recognize the services that DISTRICT provides to AGENCY and to address the inherent risk and uncertainty associated with the provision of those said services pursuant to the above referenced permits and requirements.

TERMS AND CONDITIONS

The recitals set forth above constitute an integral part of this Amendment No. 1 and are incorporated by this reference as if fully set forth herein.

In consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. Indemnification

1.1 Article 10 HOLD HARMLESS of the Operations Agreement shall be superseded and replaced in its entirety with the following provision:

Article 10. HOLD HARMLESS: DISTRICT agrees to employ its skill and best efforts to perform all the duties required of DISTRICT under this Agreement to ensure that the AGENCY's facilities and/or system consistently meets all requirements contained in all agreements, applicable permits and State regulatory requirements, and any other applicable federal, state, or local law, regulation, and ordinance.

AGENCY acknowledges and agrees that the possibility of permit violations is inherent to the provision of wastewater services and wastewater transmission and that variations in wastewater flow or the advent of legal or illegal discharges to AGENCY member wastewater systems might interfere with the ability of the AGENCY facilities and/or system, and DISTRICT, to meet the requirements of the applicable permit or legal requirements. For these reasons, DISTRICT does not warrant or guarantee that its best efforts will produce any specific result with respect to performance of the AGENCY's facilities and/or system or compliance with the applicable permit or legal requirements. The Parties acknowledge and agree that this pre-existing risk is not transferred to DISTRICT through the Operations Agreement.

AGENCY further agrees that responsibility for any and all fines, civil liabilities, criminal charges, claims, demands, damages, costs, liabilities, obligations or suits of whatsoever nature that might result from DISTRICT's operation of the AGENCY facilities and/or system will ascribe to AGENCY and its member agencies, including DISTRICT, pursuant to the terms of the LAVWMA Amended and Restated Joint Exercise of Powers Agreement (the "JEPA") and not to DISTRICT, its officers, employees, agents, or subconsultants, unless it is determined that said fines and penalties resulted in whole or part from the gross negligence, fraud and/or willful misconduct of DISTRICT, or are properly apportioned to DISTRICT pursuant to the JEPA.

This Amendment No. 1 does not relieve DISTRICT of its proportionate liability for fines, civil liabilities, criminal charges, claims, demands, damages, costs, liabilities,

obligations or suits that are caused in whole or part by the gross negligence, fraud, and/or willful misconduct of DISTRICT, its officers, employees, agents, and/or subconsultants.

DISTRICT will report to AGENCY, pursuant to the Operations Agreement, any conditions of which it becomes aware that might result in violation of any applicable federal, state, or local law, regulation, or ordinance.

This Amendment No. 1 does not relieve DISTRICT of its obligation to meet discharge requirements as to its own effluent and/or its obligation to hold AGENCY and its member's harmless for the failure to do so pursuant to Paragraph 25 of the JEPA.

2. Choice of Law

2.1. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California without regard for its conflict of law provisions. Any action brought by any party hereto shall be brought within the State of California, County of Alameda.

3. Entire Agreement

3.1. This Amendment No. 1 constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous agreements, representations, and understanding with respect to the matters addressed herein, but does not otherwise modify the Operations Agreement or the JEPA which shall each remain in full force and effect, except as modified herein.

4. Authority

4.1. Each Party hereby represents and warrants that its execution of this Amendment No. 1 has been duly authorized and will be ratified by the respective governing bodies of the approving entity.

5. Counterparts

5.1 This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed to be an original instrument. Signatures may be exchanged electronically, including the use of DocuSign®, with the same effect as original, wet signatures.

6. Severability

6.1. If any provision of this Amendment No. 1 is deemed invalid or unenforceable, the remaining provisions of this Amendment No. 1 shall remain in full force and effect.

**Signature Page to Amendment No. 1 to the Agreement for Maintenance of
LAVWMA Facilities**

Each of the Parties hereto has had full opportunity to consult with its separate counsel and is fully informed regarding this matter.

IN WITNESS WHEREOF the Parties have executed this Amendment No. 1 on the dates indicated by their respective signatures.

DATED: May _____, 2021

By: _____

Charles V. Weir, General Manager
for Livermore-Amador Valley Water Management
Agency

DATED: May _____, 2021

By: _____

Daniel McIntyre, General Manager
for Dublin San Ramon Services District

REVIEWED AND APPROVED
AS TO FORM BY:

DATED: May _____, 2021

JARVIS, FAY & GIBSON LLP

By: _____
ALEXANDRA BARNHILL

General Counsel for Livermore-Amador Valley Water
Management Agency

DATED: May _____, 2021

BOLD, POLISNER, MADDOW, NELSON &
JUDSON

By: _____
DOUGLAS E. COTY

Attorney for Dublin San Ramon Services District

1 ARTICLE 7. AUDIT

2 DISTRICT shall cooperate with AGENCY in the auditing of
3 DISTRICT's activities. DISTRICT shall make its books, records and
4 documents available for review and auditing during regular business
5 hours.

6 ARTICLE 8. AGENCY'S FACILITIES

7 AGENCY's facilities, and/or system, which DISTRICT shall
8 be responsible for under the terms of this agreement are more par-
9 ticularly described in Exhibit A, attached hereto and incorporated..
10 herein by reference.

11 ARTICLE 9. INDEPENDENT CONTRACTOR

12 AGENCY retains DISTRICT under the terms of this agreement
13 as an independent contractor for the performance of the O&M respon-
14 sibilities on AGENCY's facilities as set forth in this agreement.
15 Neither DISTRICT, nor any of DISTRICT's personnel, shall be deemed
16 to be employees of AGENCY. DISTRICT shall retain complete control
17 over personnel employed by DISTRICT and shall be responsible for
18 complying with all local, state, or federal laws pertaining to
19 DISTRICT's personnel, including, but not limited to, Workers'
20 Compensation Insurance, Unemployment Insurance, health benefits,
21 sick leave, and vacation.

22 ARTICLE 10. HOLD HARMLESS

23 DISTRICT shall hold harmless, defend and indemnify AGENCY
24 for any loss or damage to real or personal property, or any injury
25 or death to any person, or any expense, fine, or forfeiture which
26 is directly or proximately caused by DISTRICT's failure to perform
27 its obligations as set forth in this agreement. However, DISTRICT
28 shall not be responsible for any loss, injury, death, expense, fine

1 or forfeiture which is occasioned by a failure of any portion of
2 AGENCY's facilities not directly or proximately caused by DISTRICT's
3 conduct, including misfeasance and nonfeasance, or which is caused
4 by an Act of God. DISTRICT shall not be responsible for any action
5 resulting from AGENCY's negligence.

6 ARTICLE 11. INSURANCE

7 DISTRICT shall acquire a Public Liability Insurance Policy
8 which shall name AGENCY as an additional insured and which contains
9 a Cross-Liability Endorsement which provides that the additional in-
10 sured therein shall not have waived its rights against the insured
11 due to the inclusion of AGENCY as a named additional insured. The
12 limits of the policy shall be: \$5,000,000 combined single limit for
13 bodily injury and property damage liability. DISTRICT's policy shall
14 provide that AGENCY shall receive a minimum 30 day notice of cancel-
15 lation of DISTRICT's policy. DISTRICT's policy shall also contain
16 coverage for explosion, collapse and underground liability, Blanket
17 Contractual Liability, Broad Form Property Damage Liability and Per-
18 sonal Injury Liability. Evidence of such insurance shall be sub-
19 mitted to AGENCY outlining the aforementioned limits, coverages and
20 effective dates of the policies. DISTRICT shall be required to send
21 evidence of renewal at the expiration of such policies.

22 If DISTRICT fails to obtain the appropriate insurance re-
23 quired by this ARTICLE, or if DISTRICT's policy is cancelled and
24 DISTRICT fails to obtain a new policy meeting the requirements of
25 this ARTICLE, AGENCY retains the right to obtain an insurance policy
26 complying with the requirements of this ARTICLE.

27 DISTRICT shall provide AGENCY with evidence that its has
28 obtained the required insurance and endorsements prior to DISTRICT

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 16 PROJECT STATUS REPORTS - RISK ANALYSIS OF THE PUMP STATION / FAILURE ANALYSIS OF THE FORCEMAIN SYSTEM PROJECT AND ENGINEERING SERVICES AND CONSTRUCTION FOR THE MOTOR CONTROL CENTER REPLACEMENT PROJECT

Action Requested

None at this time.

Summary

At the August 21, 2019 Board meeting the Board authorized the General Manager to issue two Requests for Proposal (RFP) for critical pump station projects. The first RFP was to conduct a risk analysis of the pump station electrical system, system storage capabilities, and a failure analysis of the forcemain system. As a reminder, this RFP was designed to help evaluate the risk associated with the potential loss of electrical power due to PG&E's Public Safety Power Shutoff (PSPS) program or other outages, explore alternatives such as using a generator as a backup to allow pumping or storing effluent for up to five days until power is restored, as well as provide an inspection of the forcemain and evaluation of its remaining useful life. The Board also authorized the General Manager to: (a) form a selection committee to evaluate the proposals, and (b) award a Professional Services Agreement to the selected Proposer, if any, in an amount not to exceed \$250,000. HydroScience was selected for this project.

The second RFP was to design the Motor Control Center (MCC) Replacement Project. As a reminder, this project involves the design and engineering necessary to bring the two MCCs at the pump station to modern standards since the starters are coming to the end of their useful life and/or have obsolete equipment that cannot be replaced. The Board also authorized the General Manager to; (a) form a selection committee to evaluate the proposals and (b) award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$225,000. DTN Engineers was awarded the engineering portion of this project. A bid packet based on DTN's technical specifications was issued and Royal Electric was selected as the lowest responsive, responsible bidder. Royal Electric was issued a contract at a not to exceed cost of \$2,222,222.

On a related matter, proposals were solicited from three firms to provide construction management services for the MCC project. Following evaluation of the proposals, LAVWMA entered into an agreement with Psomas for construction management services at a cost of \$186,180. As noted above, this expense was anticipated and included in the approved budget for the project.

Page 2

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

Risk/Failure Analysis and Pipeline Inspection Project Status

Based on needs related to the EBDA negotiations, permit reissuance, and new information on PG&E's Public Safety Power Shutoff Program this project evolved to focus on flow modeling and storage options related to EBDA negotiations, needs to upgrade the San Leandro Sample Station design, and pipeline inspection.

This project has been completed and all reports and files have been received. All reports have been distributed to the member agencies. Reports included the following: results of the complex modeling undertaken to assist with the EBDA negotiations, preliminary design and cost estimates for the San Leandro Sample Station Design Improvements Project, and results of the pipeline inspection. A copy of the Executive Summary from the Pipeline inspection Report is included as **Attachment No. 16.a**. One area was evaluated at a Category 4 defect with an estimated repair cost of \$30,000 - \$40,000. That will be included in the FYE22 Capital Project List. The report also recommends "Develop and begin a CCTV inspection plan of 23,000 LF per year to complete a CCTV inspection of the entire export pipeline within 5 years." A comprehensive plan will be developed to accomplish this in FYE22. At a minimum, \$100,000 per year will be included for pipeline inspection in future budgets.

MCC Replacement Design and Construction Project Status

As noted above, DTN Engineers is the design engineer, Royal Electric is the contractor and Psomas is the construction manager. This project is proceeding smoothly and all COVID-19 requirements are being followed. All required documents have been submitted (submittals) by Royal Electric and their subcontractors. The subcontractor, Eaton Electric, has been authorized to proceed with the manufacture of the MCC cabinets and internal components. The project is on schedule to be completed by the end of this calendar year.

One additional task in the DTN scope was to evaluate the impact and provide recommendations to respond to the new PG&E Time of Use Schedule. DSRSD staff has implemented the recommendations and is not pumping during PG&E's Peak Demand Period. With the new schedule the pumps are not run between the hours of 4:00 p.m. and 9:00 p.m. every day. Maintaining this procedure will be a challenge during wet weather as the peak period is every day of the year.

Recommendation

None at this time.

Attachments

16.a Executive Summary, Export Pipeline Condition Assessment.

Livermore-Amador Valley Water Management Agency

Export Pipeline Condition Assessment

Prepared by HydroScience Engineers



04/12/2021

TABLE OF CONTENTS

SECTION 1 EXECUTIVE SUMMARY	1
SECTION 2 INTRODUCTION.....	4
2.1 Background.....	4
2.2 Purpose and Scope.....	5
SECTION 3 PIPELINE INSPECTION PLANNING.....	6
3.1 Inspection Locations	6
3.2 Inspection Method.....	7
3.3 Inspection Approach	7
SECTION 4 PIPELINE INSPECTION RESULTS.....	9
4.1 Summary of Findings / Review of CCTV Video	9
4.1.1 WEKO Seals	11
4.1.2 Severity Level 4-5 Defects.....	12
4.1.3 Severity Level 1-3 Defects.....	13
4.2 Hydraulic Restrictions	16
4.3 Remaining Useful Life Estimation.....	16
SECTION 5 RECOMMENDATIONS.....	19
5.1 Near-Term Rehabilitation and Repairs	19
5.2 Mid-Term Rehabilitation and Repairs	19
5.3 Future Inspections and Monitoring	20

LIST OF APPENDICES

Appendix A: National Plant Services LAVWMA Effluent Pipeline CCTV Inspection Results

Appendix B: HydroScience Engineers Workday Site Pipe Segment Assessment Technical Memorandum

LIST OF FIGURES

Figure 8: Typical WEKO Seal Configuration	10
Figure 9: WEKO Seal Demonstrating Minor Wear	11
Figure 10: Closeup of Severity 4 Multiple Fracture (FM) Structural Defect.....	12
Figure 11: Example of Severity 1 Structural Defect – Circumferential Crack (CC) on Segment 781+20 – Siphon at 104.9 ft	13
Figure 12: Example of Severity 2 Structural Defect – Longitudinal Crack (CL) on Segment 761+83 – 750+11 at 19.2-23.1 ft	14
Figure 13: Example of Severity 3 Structural Defect – Multiple Cracks (CM) on Segment 761+83 – 750+11 at 24.3 ft	15
GIS Figures: Miscellaneous	20

GIS Figures: System Overview 23

GIS Figures: General Pipe Information (Figures 1-7) 25

GIS Figures: Pipe Inspections 32

LIST OF TABLES

Table 1 – Recommendations 2

Table 2 – Key CCTV Findings 10

SECTION 1 EXECUTIVE SUMMARY

Over 11 days, nearly 28,000 feet of the roughly 140,000 total lineal feet of Livermore-Amador Valley Water Management Agency (LAVWMA) export pipeline were inspected (approximately 20% of the total). The inspections were performed with the use of a robotic tractor-mounted closed-circuit television (CCTV) camera that was inserted into the pipe, an industry standard practice. National Plant Services, Inc. (NPS) was contracted by HydroScience Engineers, Inc. (HydroScience) to perform the CCTV inspections of segments of the LAVWMA Export Pipeline. Woodard and Curran (W&C) contributed expertise to the inspection planning and development of recommendations. Initial candidate segments for CCTV inspection were identified by HydroScience, NPS, and W&C based on segment criticality, ease of access, and expected condition. Final determinations of which pipelines to inspect were made under the direction of Dublin San Ramon Services District (DSRSD) and LAVWMA staff and were based on DSRSD and LAVWMA priorities as well as field conditions. An emphasis was made on critical areas of the pipeline, such as those near siphons. The successful cooperation of all parties led to the successful completion of CCTV inspections exceeding the initial lineal footage estimates.

In general, the pipelines were determined to be in overall good condition with no structural defects flagged as severity 5 and only one flagged as severity 4. The remaining structural defects were all rated 3 or below in severity. Steel sanitary sewer pipelines are generally expected to have a useful life of 40-70 years. Based on the defects observed during the CCTV inspections, it appears that the Export Pipeline is performing slightly better than what would be expected given its age. Therefore, a conservative estimate of the Remaining Useful Life (RUL) of the export pipeline is 20-50 years, but this is subject to change depending on how the pipeline continues to age over the years.

One of the major limitations of this study is that there are few data points available. While there is a CCTV inspection of one segment from four years ago that can be used to partially inform RUL estimations (further detail provided later in this document), the more recent inspections should be used as the starting point of an ongoing monitoring process for the remaining locations. As such, there is no way to determine the comparative condition over time or the historical and ongoing rate of deterioration of most of the pipe segments, but it is possible to determine if immediate repairs are needed and to establish a baseline for future repeat inspections. Therefore, continued monitoring of the Export Pipeline via subsequent inspections is highly recommended to determine how the condition is changing over time, which may result in a reevaluation of the RUL.

The evaluation identified one near-term (within approximately three years) repair need to rectify the severity 4 defect. A rough estimation of the cost to rehabilitate this work is approximately \$30,000 - \$40,000, although this could change significantly if pre-construction inspections identify issues that are more significant than expected based on the CCTV inspections (for example, significant deterioration of the steel cylinder). Additional details on the cost breakdown are provided in Section 5.1.

In the medium term, within the next 5-10 years, there are sections on the parallel pipelines near the Stoneridge Mall in Pleasanton that should be rehabilitated to address a concentrated area of structural defects in that area with a severity of 3 and lower such as cracking and staining. In those instances, the frequency of defects is of primary concern rather than their severity and point repairs may not be the appropriate solution.

Additionally, LAVWMA should develop an inspection and monitoring schedule to complete a CCTV inspection for the entire length of the Export Pipeline. Assuming a schedule of 23,000 feet of CCTV inspections per year, the remainder of the export pipeline should be able to be inspected within five years. In addition, the sections of the pipe that were unable to be inspected as part of this effort due to the camera being underwater (e.g. near siphons) should be dewatered and inspected so that the condition of the pipe in those areas can also be determined.

Finally, repeat CCTV inspections should be carried out periodically after an initial inspection has been performed in order to track the rate of on-going degradation and the condition of the pipe over time. The entire Export Pipeline should be inspected at a target interval of once every 10 years. It is recommended that an inspection schedule is followed to stagger the required work. For example, 28,000 linear feet of CCTV inspection could be scheduled for completion each year over a 5-year period.

A summary of the recommendations of this study are detailed in **Table 1**, below. A full discussion of those recommendations and additional details are included in Section 5.

Table 1 – Recommendations

Criticality	Timeframe	Segments	Type of Action	Tasks
Near-Term Actions	Within 3 years	193+08 – 183+00	Point repair	Perform point repair on severity 4 multiple fractures defect by removing the liner, inspecting the underlying steel pipe, and repairing the liner.
		Entire system	CCTV inspections	Develop and begin a CCTV inspection plan of 23,000 LF per year to complete a CCTV inspection of the entire export pipeline within 5 years.
Mid-Term Actions	Within 5-15 years	193+08 – 183+00	Exfiltration evaluation	Perform additional inspection of the segment to determine if there is evidence that exfiltration has worsened. Re-line section if deemed necessary by a qualified engineer. Conversely, it may be feasible to repair the entire segment when the near-term point repair above is performed, which would alleviate the need for this mid-term evaluation.
		Siphon –750+11	Repair liner	Investigate structural lining options and execute lining repair to address frequent cracks and minor defects.
		Siphon –178+04	Repair liner	Investigate structural lining options and execute lining repair to address frequent cracks and minor defects.
		Entire system	CCTV inspections	Develop and execute a CCTV re-inspection plan once ten years have passed from the completion of the first inspection.
Future Actions	Within 10-15 years	Entire system	CCTV inspections	Develop and execute a CCTV re-inspection plan to ensure that each segment is inspected every ten years.

Seven manholes were also inspected visually as a part of this work, all of which were in good condition and no repairs are recommended at this time. It is recommended that manholes also be inspected at an interval coinciding with the pipeline inspections.

The greatest benefit of one set of pipeline inspections is to identify any immediate concerns or repairs that should be made. The inspections that were conducted as part of this work will have added benefit in the future when the inspections can be used as a baseline to determine how the condition of the pipeline has changed over time when compared to subsequent inspections. These inspections can serve as an important reference point to determine when specific defects appeared or how they have worsened over time. This will help LAVWMA better project the RUL for this important asset.

Page 1

Agenda Explanation
Livermore-Amador Valley
Water Management Agency
Board of Directors
May 19, 2021

ITEM NO. 17 UPDATE AND RESPONSE TO VARIOUS LEGAL AND LEGISLATIVE ISSUES

Action Requested

None at this time.

Summary

Attached for the Board's information are the following items from California Association of Sanitation Agencies (CASA): **Attachment No. 17.a**, May 12, 2021 State Legislative Update and **Attachment No. 17.b**, March 5, 2021 CASA Connects. The first item provides an update on the Governor's revised budget, including funding for water and wastewater; and an update on the drought emergency. The second item includes a summary of the key bills that CASA is tracking this year. The deadline to introduce bills was February 19, 2021. There are excellent descriptions of bills related to wipes, wastewater agencies receiving and treating stormwater, microfibers, PFAS, and microplastics. The documents contain hyperlinks that will provide additional information. June 4 is the deadline for each house to pass bills introduced in that house. September 10 is the last day for any bill to be passed and October 10 is the last day for the Governor to sign or veto these bills. Staff will continue to monitor bills of interest as the legislative session continues.

Recommendation

There is no recommendation at this time.

Attachments

- 17.a CASA May 12, 2021 State Legislative Update
- 17.b March 5 CASA Connects



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State Legislative Update 5/12

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Governor's May Revision Contains Significant Water Investment



This week Governor Newsom is unveiling his May Revision of the Budget, which reflects changes in tax revenue and significant revisions to the January Budget proposal. Significantly, the Governor has revealed in a series of press conferences this week

that California has an unprecedented revenue surplus, and he has been promoting multiple components of his \$100 billion "California Roars Back" stimulus plan for investing the revenues. The detailed May Revision plan will be released in its entirety on Friday.





On Monday a significant component of the “California Roars Back” plan was revealed to be a [\\$5.1 billion Drought Relief Package](#), including \$1.3 billion in funding for water and wastewater. The Governor also proposes an additional \$2 billion in gas, electric, and water utility arrearages relief, with \$1 billion set aside just for water and wastewater utilities. Both the drought relief and arrearages proposals are substantial increases from the package approved by the Senate several weeks ago. Moving forward the Administration will work with the Legislature to reconcile the differences between the proposals to negotiate a final Budget deal by the June 15 deadline. Given there is support for both a drought relief and utility relief package from the Administration and the Senate, it greatly increases the likelihood of the final Budget package including this funding.

Governor Newsom Expands Drought Emergency



[H.R. 1915 DRAFT Substitute Amendment-1-1-1](#) On Monday, May 10, Governor Gavin Newsom significantly expanded his April 21 drought emergency proclamation to include Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed counties where accelerated action is needed to protect public health, safety and the environment. Forty-one counties are now under a drought state of emergency, representing thirty percent of the state’s population. Climate

change-induced early warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in historic and unanticipated reductions in the amount of water flowing to major reservoirs, especially in Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed counties. “With the reality of climate change abundantly clear in California, we’re taking urgent action to address acute water supply shortfalls in northern and central California while also building our water resilience to safeguard communities in the decades ahead,” said Governor Newsom. “We’re working with local officials and other partners to protect public health and safety and the environment and call on all Californians to help meet this challenge by stepping up their efforts to save water.” Read more [here](#).

chuckweir@sbcglobal.net

From: CASA <cmackelvie@casaweb.org>
Sent: Friday, March 5, 2021 10:37 AM
To: chuckweir@sbcglobal.net
Subject: CASA Capitol Connects, Mar. 5, 2021

Special Edition:

Capitol Connects



The California Legislature is back in full swing following the February 19th bill introduction deadline. More than 2000 bills were introduced last month and now the process of vetting and voting on all of the bills begins. The Legislature continues to significantly limit in-person interactions, with most staff and some legislators participating remotely. The public, including the advocacy community, is also being strongly encouraged to participate via teleconferencing options. In order to adequately provide for social distancing, the Assembly and Senate are only having committee meetings in large open spaces such as the largest hearing rooms and both house chambers. Accordingly, because this creates significant time constraints, most policy committees are only having two hearings, whereas in prior years they may have had up to five scheduled hearings each.

Unlike last year, bills this year are not limited to being germane to urgent COVID-related issues. Many bills have been re-introduced after being held last year, including several CASA is working on.

The following is an overview of high-priority legislation that will be moving through the legislative process this year. CASA's state legislative committee will be reviewing these bills plus many others when we meet later this month. Following the March meeting we will provide a full list of bill positions to the State Legislative Committee ListServ and in a subsequent edition of CASA Connects.

AB 818 (Bloom): Labeling of Non-Flushable Wipes

CASA's "Non-flushable Wipes Bill," [AB 818 \(Bloom\)](#), sponsored in partnership with National Stewardship Action Council (NSAC) and Association of Nonwoven Fabrics Industry (INDA) was introduced ahead of the February 19th bill introduction deadline. Assembly Member Richard Bloom is once again carrying the bill this year, which requires "Do Not Flush" symbols and phrases for non-flushable wet wipes products that are used for diapering and other household purposes. Flushed wipes not only cause dangerous and costly backups in sewer pipes, but they also contribute to microplastics pollution. This bill is nearly identical AB 1672 from last year and is set to be heard in the Assembly Environmental Safety and Toxic Materials Committee on March 19th before it is heard in the Assembly Judiciary Committee. CASA is strongly supporting and engaging on this bill (see our [support letter here](#)). To aid agencies in



grassroots outreach we also recently created this [bill fact sheet](#) as well as a [coalition support letter](#) your agency may sign on to ahead of the committee hearings (please contact [Alma Musvosvi](#) if you would like to join the multi-agency support letter). We are looking forward to making major progress with this important legislation this year!

SB 273 (Hertzberg): Wastewater Agency Authority to Receive Stormwater Runoff

Co-sponsored by CASA and California Coast Keepers Alliance, [SB 273 \(Hertzberg\)](#) was introduced in January. This bill would authorize any wastewater treatment entity in California to undertake voluntary programs and projects to divert and treat industrial, commercial, and municipal stormwater and dry weather runoff. It has been referred to the Senate Governance and Finance Committee and SB 273 is set to be heard on March 11th (view our coalition support letter [here](#)). It has also been referred to the Senate Environmental Quality Committee. Senator Hertzberg has prepared this [fact sheet](#) on the bill and we have created a [template support letter](#) agencies can use to register support with the Committee.

AB 622 (Friedman): Microfiber Filters

[AB 622](#) requires all new residential washing machines sold in California beyond 2024 to be equipped with 100-micron mesh filters to capture microplastic fibers shed during the wash cycle. CASA is considering our position on this legislation during our upcoming state legislative committee meeting but has supported similar bills in the past based on their source control and pollution prevention attributes in relation to microplastic pollution. The bill is scheduled to be heard in the Assembly Environmental Safety and Toxic Materials Committee in April.

SB 45 (Portantino) and AB 1500 (Garcia): Resources and Climate Bonds

The Legislature has again introduced Bond vehicles in both houses to place a resources Bond on the November 2022 ballot. The two bonds will be moving through the Legislature this year, but since they require a 2/3 vote, they are subject to different deadlines and have until next Spring before they have to be passed to qualify for the November ballot. Nevertheless, CASA will be actively advocating on behalf of our members for funding that would be available for many different programs and types of projects our agencies are involved with. Fortunately, both [SB 45](#) and [AB 1500](#) include appropriations for water recycling and wastewater projects. AB 1500 also has several new categories of funding, including one for community resilience that may be of interest for some agencies.

SB 45 will be heard in the Senate Natural Resources and Water Committee on March 16th, and AB 1500 will likely be heard in the Assembly Water, Parks and Wildlife Committee in April. CASA's Bond letter outlining our priorities for funding categories is being developed and will be available to our membership once it is finalized.

AB 377 (Rivas): Water Quality: Impaired Waters

CASA took early action to establish an "oppose" position on this bill, with the State Legislative Committee's approval, to oppose [AB 377](#) (Rivas). The bill makes major changes to the water quality permitting regime and would severely limit existing local discretionary authority of Regional Water Quality Control Boards (Regional Boards) in making local permitting decisions relative to impaired bodies of water. The bill, sponsored by California Coast Keepers Alliance, requires all surface waters in California to be "fishable, swimmable, and drinkable by 2050" and creates new restrictive permitting conditions and a punitive enforcement program to be implemented by the Regional Boards.

CASA is participating in a water utility and local government coalition in opposition to the bill. We are joined in the coalition by the Association of California Water Agencies (ACWA), the California Municipal Utilities Association (CMUA), the California Special Districts Association (CSDA), the League of California Cities and California Stormwater Quality Association (CASQA). Our coalition recently sent [a letter of opposition to AB 377](#) to the Assembly Environmental Safety and Toxic Materials Committee (ESTM), where the bill will be heard in April. We are also actively meeting with the members of the ESTM to express our concerns with the legislation. If your agency is interested in weighing in on the bill you can send a letter to the ESTM Committee and contact your local legislators to explain how this bill would impact your agency.

SB 323 (Caballero): Water and Sewer Fees: Validations

Senator Anna Caballero introduced ACWA's sponsored bill, [SB 323](#), which would create a statute of limitations for legal challenges to water and sewer service rates. The intent of the bill is to ensure that public agency water and sewer service rates have the same protections other essential government services. SB 323 has been double referred to the Senate Governance and Finance Committee and Senate Judiciary Committee and is set to be heard in Senate Governance and Finance Committee on March 11. If your agency would like to sign on to [ACWA's coalition support letter](#), please contact [Kristopher Anderson](#). CASA will consider taking a position on the bill during our upcoming State Legislative Committee meeting on March 12th.

SB 351 (Caballero): Office of Water Innovation

Senator Caballero's [SB 351](#) is co-authored by Senators Dodd, Hertzberg, and Hurtado, and was introduced early last month. This bill is sponsored by the California Municipal Utilities Association and would create the Office of Water Innovation at the California Water Commission as well as the Water Innovation Fund which would be responsible for the furtherance of new technologies and other innovative approaches in the water sector. SB 323 has been referred to the Senate Natural Resources and Water Committee but has not been set for a hearing yet. CASA will consider taking a position on the bill during our upcoming State Legislative Committee meeting on March 12th.

AB 322 (Salas): EPIC Program

[AB 322](#), sponsored by the Bioenergy Association of California (BAC), would require 20% of the California Energy Commission's Electric Program Investment Charge (EPIC) to be allocated to bioenergy projects for biomass conversion. This could potentially benefit wastewater agencies pursuing funding for bioenergy projects and would provide a dedicated stream of revenue to develop emerging technologies for biomass conversion. CASA is supporting the bill and sent this [letter of support](#) to the Assembly Utilities and Energy Committee, where it is scheduled to be heard in April.



AB 843 (Aguiar-Curry): CCA Eligibility in BioMAT

The California Community Choice Aggregators Association is sponsoring [AB 843](#), which would expand the eligible procurement entities for the state's Bioenergy Feed-In Tariff Program (BioMAT) to include the community choice aggregators. This could potentially benefit wastewater agencies seeking to get involved in community energy resiliency projects that could take advantage of the remaining eligible kilowatts to be procured under this program. CASA is supporting the bill and will be sending a support letter before the bill is heard in the Assembly Utilities and Energy Committee in April.

AB 1200 (Ting): PFAS Disclosure & Prohibition

[This bill](#) addresses the use of PFAS in food packaging by prohibiting the sale of plant-based food packaging in the state that contains PFAS as intentionally added chemicals and requiring manufacturers of cookware sold in the state to disclose on the product label and the company's internet website if the cookware contains certain hazardous chemicals (including PFAS). The bill is being sponsored by the Environmental Working Group, Clean Water Action and Breast Cancer Prevention Partners and will be heard in the Assembly Environmental Safety and Toxic Materials Committee in April. CASA will consider taking a position on the bill during our upcoming State Legislative Committee meeting on March 12th.



Coalition Effort to Secure \$1 Billion for Utility Arrearages

CASA has been participating in a coalition of water and electric utilities advocating to secure \$1 billion in the State Budget for local agencies to cover utility arrearages accumulated in 2020 and prospectively into 2021. Our recent [coalition letter](#) outlines the details of this advocacy effort. As noted in a recent [survey](#) by the State Water Resources Control Board, it was reported that statewide household utility debt for drinking water alone was \$600 million. CASA has been advocating that in addition to the drinking water debt, sewer service debt is also significantly impacted and is likely going to be a trailing economic indicator since many of our fees are not collected monthly, or in some cases our fees rely on rolling averages based on water usage.

Agencies who are interested in supporting this effort are encouraged to reach out to your local legislators to voice support and explain how your utility is impacted by COVID-related revenue shortfalls. The California Municipal Utilities Association has been organizing this effort and created this [template letter](#) and this [infographic](#) for local agencies to use in their outreach.

Microplastics Hearing in the Assembly Environmental Safety and Toxic Materials Committee

On Tuesday March 2nd, the Assembly Environmental Safety and Toxic Materials Committee held an informational hearing on "Microplastics in Our Water and Environment: Understanding a Growing Pollution Source." Several panelists spoke about the state of science relative to microplastic pollution, including Dr. Violet Renick with the Orange County Sanitation District, who focused on the knowns and unknowns about microplastics in wastewater. Many of the speakers highlighted the importance of source control and the need to better understand sources, pathways and management options for dealing with microplastics pollution. CASA testified during public comment noting our source control policy advocacy efforts over the years and mentioning our support and involvement in several pollution prevention bills in 2021. Here is a link to the [recorded hearing](#).



Stay Tuned!

We are just getting started in the 2021 legislative session and there will be much more outreach and engagement from CASA as the pace increases in the coming months! Follow along by joining the CASA State Legislative Committee ListServ. All CASA members are welcome to participate and [Cheryl MacKelvie](#) can add you on today!

For questions about any of the bills and activities mentioned here, please reach out to CASA's legislative staff:

[Jessica Gauger](#), Director of Legislative Advocacy and Public Affairs
[Alma Musvosvi](#), Legislative & Regulatory Analyst



CASA represents more than 125 local public agencies engaged in the collection, treatment and recycling of Wastewater and biosolids to protect public health and the environment. Our mission is to provide trusted information and advocacy on behalf of California clean water agencies, and to be a leader in sustainability and utilization of renewable resources.

[Visit Our Website](#)

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Sent by cmackelvie@casaweb.org

Page 1

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

ITEM NO. 18 GENERAL MANAGER'S REPORT

Action Requested

None at this time. This is an information item only.

Summary

The General Manager's (GM) tenure began on April 17, 2014. A two-year extension was approved on April 20, 2016, a three-year extension was approved on February 21, 2018, and an additional three year extension was approved on February 17, 2021. The agreement requires a report on hours worked during the fiscal year at each Board meeting. There is a limitation of 1,000 hours per fiscal year. For the fiscal year ending June 30, 2020 the General Manager billed LAVWMA 606 hours. For the fiscal year ending June 30, 2021 the General Manager has billed LAVWMA approximately 700 hours. More hours were billed this year due to EBDA, NPDES permit renewal, and capital project issues. That level of effort will likely continue into the next fiscal year

In addition to the brief descriptions below, there are several items of interest for the Board's review:

1. Asset Management.

Asset Management continues to proceed. The current focus is to get all items, particularly pipeline associated items into the GIS system.

2. Records Management Project.

This project is now completed and all files are searchable by key word. Files are considered active and inactive. Active files are stored in the main office for easy access. Inactive files are stored in boxes in a warehouse. A records management policy was approved many years ago and is under review to make sure it complies with state law. Destruction of records is temporarily on hold pending a return to the office under non-COVID-19 circumstances and the hiring of a new Administrative Assistant.

3. EBDA Issues.

Please refer to Agenda Item No. 14.

4. Wastewater Agency Response to COVID-19

Member Agency staff continue to follow all current guidelines issued by the Governor and Alameda County. Plans are underway for staff to begin returning to the office under prescribed conditions.

5. FYE21 Capital Project Planning

Please refer to the Action Item List, **Attachment No. 18.a** for a status report on all capital projects for FYE21. The General Manager is working closely with DSRSD staff to ensure that projects are managed as effectively as possible. The Action Item List has been modified to track all capital projects in addition to other key tasks.

6. NPDES Permit Renewal

The renewal of the NPDES Permit was considered by the Regional Water Quality Control Board (Regional Board) on May 12, 2021. It was included in the Uncontested Items and was approved unanimously by the Regional Board. Staff and Board members made statements that were complimentary to the treatment performance and water recycling efforts of the member agencies. The permit will become effective July 1, 2021 and has a term of five years. Planning for the next permit renewal will need to begin in four years.

7. Succession Planning

At the last Board meeting, the General Manager indicated that he was planning on retiring in three years. The Board requested that he work with the member agencies to develop a succession plan. The first step in that process is to draft a job description **Attachment No. 18.b** is a draft job description that is a redline version of the EBDA General Manager's Job Description. This item was reviewed by LAVWMA's Staff Advisory Group (SAG) on May 3, 2021. Board members are welcome to provide input. The General Manager has let both EBDA and LAVWMA agencies know about the potential opening in three years.

The SAG recommended that the succession plan include the following elements: 1) interfacing with staff at the member agencies to identify key persons to assist a new General Manager in the transition, and 2) identifying which member agency staff will fill in on a temporary basis if the General Manager becomes unavailable to serve. Note that this is just the start of developing a comprehensive succession plan and more details will be provided at upcoming meetings.

Following is a brief description of major activities since the February 19, 2020 Board meeting:

- Attended LAVWMA O&M meetings with DSRSD, Livermore and Pleasanton staff. Recent meetings have been Zoom web meetings.
- Prepared and hosted SAG Zoom meeting to discuss EBDA agreement, amendment to the maintenance agreement with DSRSD, draft FY2021/22 budget, and capital projects.
- Updated Capital Project Planning spreadsheet and merged with the Action Item List.
- Drafted items for Board Agenda and prepared packet for distribution.
- Drafted minutes from February 17, 2021 Board meeting and revised based on comments received.

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

- Made updates to website as needed for files and legal requirements. Updated the new site to include new Board members and documents.
- Continued to work with General Counsel to track legislation of interest to LAVWMA and the member agencies.
- Worked with DSRSD staff and DTN Engineers on the MCC replacement project. Attended project update meetings.
- Worked with DSRSD staff as they implemented procedures responding to the new PG&E time of use schedule.
- Participated in several Zoom meetings with HydroScience staffs to finalize all reports.
- Monitored progress of pump station and O&M projects managed by DSRSD staff, including repair or replacement of three pumps, and basin sealing project.
- Reviewed and approved invoices for MCC design, HydroScience project, website development, MCC construction management, corrosion control project, and records management project for payment by DSRSD.
- Drafted RFP for engineering services for San Leandro Sample Station project.
- Worked with General Counsel and design engineer on front end and technical specifications for purchase of three new pumps.
- Continued to Discuss Asset Management issues with DSRSD staff. LAVWMA will follow their lead.
- Worked with DSRSD staff on various inquiries regarding projects near the forcemain to ensure there would be no issues of concern with the integrity of the forcemain.
- Worked with General Counsel and DSRSD staff to develop the first amendment to the maintenance agreement.
- Reviewed and provided comments on EBDA's disinfection master. Attended Zoom meetings and provided requested data.
- Tracked progress of Corpro cathodic protection project on the pipelines.
- Continued working on coordinating a replacement for Sue Montague when she retires.
- Participated in CASA/CWEA/WEF webinars related to managing COVID-19 issues including the virus's presence in wastewater influent, effluent, biosolids, and disinfection practices.
- Attended EBDA Managers Advisory Committee (MAC) meetings. Made notes of same and shared with SAG members.
- Worked with EBDA staff, General Counsel, and DSRSD Assistant General Manager to finalize the Amended and Restated Master Agreement.
- Prepared FY2021/22 O&M and Capital Budget for Board consideration.
- Worked with Treasurer, General Counsel, and Bond Counsel on issues related to debt refinancing.
- Reviewed Board member Form 700 filings.
- Worked with Regional Board staff on the NPDES permit renewal process.
- Participated in NPDES permit renewal process for EBDA, DSRSD, and Livermore.

Page 4

Agenda Explanation
 Livermore-Amador Valley
 Water Management Agency
 Board of Directors
 May 19, 2021

- Prepared and submitted monthly invoices for LAVWMA General Management services.
- Completed SDRMA cyber security questionnaire for FY2021/22 coverage.
- Reviewed and commented on 3rd Quarter O&M Report prepared by DSRSD staff.
- Logged into Samsara website at various times to monitor pump station and flows.
- Reviewed and approved DSRSD monthly invoices for O&M services.
- Continued working with EBDA and LAVWMA agency staff to address enterococcus issues.
- Continued setting up a DocuSign account to comply with Electronic Signature Policy.
- Reviewed EBDA and DSRSD agenda packets.
- Requested, received, and updated website contact information for new and ongoing Board members.
- Responded to various emails and phone calls from outside agencies and organizations.

Next Meeting

The next Regular Board meeting is scheduled for August 18, 2021. The May 19, 2021 meeting will be adjourned to July 21, 2021

Recommendation

None at this time. This is an information item only.

Attachments

- 18.a. Action Item List
- 18.b. Draft General Manager Job Description

LAVWMA Action Item List

Month: Apr-21

SAG Task	Responsible Party	Due Date	Status	Completion Date
Items for May 19, 2021 LAVWMA Board Meeting	SAG	5/10/2021	Usual reports, updates on Risk, MCC Corrosion Protection, SLSS improvements, pump purchase projects, approval of EBDA agreement, approval of amendment to O&M agreement with DSRSD, approval of FY21/22 Budget, NPDES permit renewal, GM Transition.	
Operations Coordination Committee Task	Responsible Party	Due Date	Status	Completion Date
FYE21 Replacement Projects: See Items Below	Zavadil/Delight	Various dates	Refer to information below.	
Pump Station Risk Analysis and Forcemain Inspection and Evaluation. Carryover from FYE20. Estimated cost \$250,000	Weir	4/30/2021	Project complete. Includes report on capacity issues (ran many scenarios with the model, but ended up with same 19.72 MGD firm capacity, 41.2 MGD max capacity, and all above 19.72 MGD subject to interruption), storage basin management (no longer an issue), SLSS improvements report, pipeline inspection results and recommendations for future inspections (final reports received, including thumb drive of all files). Pipeline inspections were completed in October. More than 28,000 feet were inspected. Video of pipeline prior to Workday was compared with current one to identify issues.	
MCC and Soft Starter Replacement Project. Carryover from FYE20 and into FYE21. Estimated design cost \$250,000. Project now includes Electrical Improvements to the Main Switchgear at the Pump Station. Total estimated cost \$2,300,000 - \$2,500,000.	Weir/Atendido	12/31/2021	Project is proceeding on schedule. All submittals have been received and finalized prior to approving manufacture of the MCCs.	
Purchase Three New Pumps and Rebuild Their Associated Motors. Estimated cost \$216,000. Will need to be updated in FY21/22 Budget to include fourth pump and engineering costs.	Quinlan	12/31/2021	Gour pumps were sent to R.F. McDonald to inspection and estimate repair costs. All are beyond repair and will need to be replaced. Decided to purchase only three pumps as storing a spare is not feasible. Specs are nearing completion. Draft specs have been sent to pump manufacturers and vendors for review and comment. Revisions are being made based on those comments.	
Resealing of all Three Storage Basins. Estimated cost \$200,000	Quinlan	12/31/2020	Project was combined with sealing of DSRSD's storage basins. All three basins are complete. The third basin was released March 4, 2021. Some cracking that was noticed during the repair was also repaired. Total cost will be slightly higher than budget due to the additional cracking repairs. This item will be removed.	
San Leandro Sample Station Design Improvements. Estimated cost \$670,000	TBD	6/30/2021	Board approved the project cost at its February 17, 2021 Board meeting. An RFP for engineering services will be issued soon. A draft RFP has been provided to General Counsel for review. Project now includes \$100,000 to address sealevel rise at the SLSS and discharge pipe.	
Road Drainage Improvements at the Pump Station. Estimated cost \$35,000	TBD	12/31/2020	To be combined with similar projects at DSRSD.	
Cathodic Protection Projects. Estimated cost \$185,000	Weir/Atendido	12/31/2020	Corpro has completed most items that did not require any excavation. Projects requiring excavation are in process. Working on easement, right-of-way, permitting, and traffic control issues.	
PLC Upgrade at the Pump Station. Estimated cost \$300,000	TBD	6/30/2021	Will be included in DSRSD SCADA project, which is design build. Project has begun. Scoping meetings with staff are being held.	
Pipeline Inspection. Estimated cost \$100,000	TBD	6/30/2021	Scope will be based on the results and recommendations of the HydroScience (National Plant Services) inspection project.	
Smart Detectors on High Maintenance Air/Vac and Air Release Valves. Estimated cost \$40,000	TBD	6/30/2021	The smart detectors are intended to help prevent leaks from the valves along the forcemain system.	
Other Items				
Wet Weather Issues	Fuller	10/31/2020	Meeting held October 7, 2020.	
Live test of SLSS system	Fuller/Atendido	TBD	Conducted in April 2019. No significant issues. Has been impossible to plan for a test due to COVID-19 restrictions.	
Live test of Alamo Canal discharge during wet weather	Carson/Fuller	TBD	Test postponed due to COVID-19. Was planning on this winter, but will likely be delayed until 2022 due to COVID-19.	
Wet Well Isolation Gates	Quinlan	6/30/2019	Gate is in good shape but won't fully close. No date set, perhaps this winter.	
EBDA Enterococcus Issue	Fuller		No issues at this time.	
YTD O&M Expenses compared to budget	Carson, Weir	Ongoing		

~~CLASS TITLE:~~ LA VWMA GENERAL MANAGER JOB DESCRIPTION

BASIC FUNCTION: Under general policy direction, plans, organizes, coordinates and directs the operations and programs of the ~~East Bay Dischargers Authority~~ Livermore-Amador Valley Water Management Agency.

DISTINGUISHING CHARACTERISTICS: This ~~class~~ contract position works as an independent contractor and is responsible for the overall management of the Agency ~~Authority~~ under the policy direction of the Board of Directors ~~Commission~~.

REPRESENTATIVE DUTIES:

(It is important to note that the duties listed below are “representative only” and are not intended to cover the full range or scope of duties ~~in this class~~.)

1. Coordinates member agency implementation of the Joint Powers Agreement.
2. Ensures that the Agency's ~~Authority's~~ wastewater discharge meets prescribed water quality standards and reporting requirements established by the Regional Water Quality Control Board ~~and the Environmental Protection Agency~~.
3. ~~Prepares~~ Reviews monthly, quarterly, and annual National Pollutant Discharge Elimination System (NPDES) reports for the Regional Water Quality Control Board and the Environmental Protection Agency.
- ~~4. Plans, coordinates, and directs the work of Authority staff.~~
- ~~5.~~4. Prepares agendas and minutes for the ~~Commission committees and regular Commission~~ Agency's and Staff Advisory Group meetings.
- ~~6.~~5. ~~Serves as Treasurer for the Authority.~~ Prepares the annual budget and works with DSRSD staff to ensure ~~maintains~~ expenditures are within allocated limits as approved by the ~~Commission~~ Board.
- ~~7.~~6. Reviews and approves all plans, specifications, and contract documents ~~for construction and Authority wide maintenance projects~~ Agency capital and other projects.
- ~~8.~~7. Reviews, monitors, and comments on water quality standards, regulations and related information that impacts the ~~Authority~~ Agency and its member agencies on an as needed basis.
- ~~9.~~8. Disseminates information to the ~~Commission~~ Board and member agency managers on regulatory requirements and other information critical to the effective and efficient operation of the ~~Authority~~ Agency.
- ~~10. Serves on various boards and committees of professional organizations and associations, and keeps informed on legal, technical, legislative and administrative trends in the field of wastewater treatment and discharge requirements.~~

- ~~11~~.9. Represents the ~~Commission~~Agency in dealings with the public, member agencies, state and federal regulatory agencies, and professional organizations and associations.
- ~~12~~.10. Drafts, distributes and reviews responses to RFPs for Authority construction, maintenance, and services, and ~~works with the member agencies to select~~s or recommends selection of contractors to the ~~Commission~~Board.
- ~~13~~.11. Follows applicable ~~Enforces all~~ safety regulations and policies of the member agencies.
- ~~14. —Trains, develops and evaluates subordinate staff.~~
- ~~15~~.12. Develops plans for future operation, capital asset replacements, and other projected needs of the ~~Authority~~Agency.

KNOWLEDGE AND

ABILITIES:

KNOWLEDGE OF:

Public administration including supervision, budget preparation and personnel; wastewater sampling techniques and mathematical and statistical analysis; pipeline design, chemical and bacteriological characteristics of industrial and domestic water and wastewater; pertinent health rules, regulations, and laws affecting treatment and discharge of wastewater; wastewater treatment plant operations and the treatment process; safety practices and requirements.

ABILITY TO:

Analyze, evaluate, develop coordinate and direct ~~Authority~~Agency programs, projects and operations; plan, coordinate, evaluate and ~~direct~~monitor the work of others; establish and maintain effective working relationships with others; read and interpret construction plans and blueprints; maintain records and prepare reports; communicate effectively both verbally and in writing.

EDUCATION AND EXPERIENCE:

Any combination equivalent to:

- 1) Possession of a baccalaureate degree from an accredited college or university with a major in Science or Engineering.
- 2) A minimum of five years of supervisory experience in the administration, operation and maintenance of wastewater systems.

LICENSES: Possession of a valid California Motor Vehicle Operator's License. Grade V Operators Certificate or Professional Engineering license a plus.

WORK DIRECTION, LEAD AND MANAGERIAL RESPONSIBILITIES: This ~~class~~contract position reports to and receives policy direction from the ~~East Bay Dischargers~~

~~Authority Commission~~ LAVWMA Board of Directors. Responsibilities include the management of the operation, maintenance and repair of the ~~Authority~~Agency's wastewater ~~collection,~~
~~treatment~~pump station, forcemains, and the San Leandro Sample Station ~~and discharge systems~~.

PHYSICAL EFFORT: Normal office environment.

CONTACTS: ~~Commission and committee members~~ Board members;; members of the public; ~~co-workers~~; member agency managers and staff; other wastewater system agencies managers and staff; contractors, governmental regulatory agencies; environmental interest groups

WORKING CONDITIONS: Normal office environment.

NOTE: THIS CLASS IS EXEMPT UNDER FLSA PROVISIONS