

**VIA ELECTRONIC MAIL**  
**cvillacorta@waterboards.ca.gov**  
**ldrabandt@waterboards.ca.gov**

May 21, 2012

Ms. Claudia Villacorta, P.E.  
Ms. Laura Drabandt, Esq.  
California Regional Water Quality Control Board  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

Re: **In the matter of Sanitary District #1 of Marin a.k.a Ross Valley Sanitary District**  
Order No. RX-2012-00XX (Proposed)  
Comments and Objections of JMB Construction, Inc., to Settlement Agreement and  
Stipulation for Entry of Order; Order (Proposed)

Our firm represents JMB Construction, Inc. ("JMB"). On behalf of JMB we hereby submit the following comments and objections to the Settlement Agreement and Stipulation for Entry of Order; Order (Proposed), for Order No. RX-2012-00XX (Proposed) in the matter of Sanitary District #1 of Marin ("District"), a.k.a. Ross Valley Sanitary District (the "Proposed Settlement Agreement"). In submitting these comments and objections we note that the Proposed Settlement Agreement is being entered into pursuant to Government Code Section 11415.60. Government Code Section 11415.60 provides, in pertinent part:

(a) An agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding. Subject to subdivision (c), the settlement may be on any terms the parties determine are appropriate. Notwithstanding any other provision of law, no evidence of an offer of compromise or settlement made in settlement negotiations is admissible in an adjudicative proceeding or civil action, whether as affirmative evidence, by way of impeachment, or for any other purpose, and no evidence of conduct or statements made in settlement negotiations is admissible to prove liability for any loss or damage except to the extent provided in Section 1152 of the Evidence

Code. Nothing in this subdivision makes inadmissible any public document created by a public agency.

As a preliminary matter, it must be noted that through counsel JMB requested that it be allowed to participate in the settlement discussions that have resulted in the Proposed Settlement Agreement. Despite these requests, JMB was not allow to participate. Additionally, JMB was not afforded the opportunity to subpoena witnesses or documents in connection with the Proposed Settlement Agreement. Nor was JMB afforded the opportunity cross-examine witnesses or challenge the facts presented by the District during its negotiations with the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB"). JMB objects to the Proposed Settlement Agreement to the extent any party seeks to use it as admissible evidence or seeks to enforce any part of its conclusions or discussions against JMB. To the extent any party intends to submit the Proposed Settlement Agreement in any evidentiary proceeding against JMB, or intends to seek to enforce any part of its conclusions or discussions against JMB, JMB requests that it be afforded full opportunity to conduct discovery, present evidence, and cross-examine witnesses before the Proposed Settlement Agreement is adopted by the RWQCB. JMB also requests that the RWQCB conduct a public hearing before adoption of the Proposed Settlement Agreement.

## **INTRODUCTION**

Despite the fact that the Proposed Settlement Agreement is entered into pursuant to Section 11415.60, in its recent press release, the District stated its unequivocal intention to seek reimbursement of the payments made under the Proposed Settlement Agreement from JMB.<sup>1</sup> In this press release the District sates that construction debris played a "major" roll in the SSO events of December 17 and December 22, 2010. Specifically, the press release states that the District "will begin arbitration with the contractor who it believes is responsible for the construction debris that played a major role in the December spills."<sup>2</sup>

The press release repeatedly makes mention of "debris" in the system as the cause of the SSO events. However, the press release makes no mention of the decision to turnoff Pump Station 15 ("PS15") as the cause of the SSO events. Nor does it make mention of the fact that PS15 could not be turned back on because the emergency coupler was not onsite.

When the staff report accompanying the Proposed Settlement Agreement as Attachment "C" (the "Staff Report") is reviewed, it is evident that the District's repeated reference to "debris" comes from the hypothesis in the Staff Report that it is "plausible" that debris, including construction debris, contributed to the December 2010 SSO events. Given the press release, it is clear that the District intends to use the Staff Report's statement of hypothetical plausibility as its grounds to entangle JMB in protracted litigation.

---

<sup>1</sup> See Exhibit "A" hereto.

<sup>2</sup> See Exhibit "A" hereto.

The December 2010 SSO events occurred because PS15 was turned off and because the District was not able to turn PS15 back on in time to avoid the SSO events. For the December 17<sup>th</sup> event, the District was not able to activate PS15 because the emergency repair coupler for the Kentfield Force Main was not onsite. For the December 22<sup>nd</sup> event, the District was not able to activate PS15 because the emergency bypass HDPE line had not been constructed.

Because PS15 was not operating, the amount of wastewater in the system upstream became so large that it exceeded the capacity of the 30-inch gravity by-pass line and Pump Station 13 ("PS13"). That is, the 30-inch gravity by-pass line and PS13 did not have the capacity to drain the area fast enough to avoid SSO events during heavy rain.<sup>3</sup>

The fact that the 30-inch gravity by-pass and PS13 have insufficient capacity is the reason why PS15 and the Kentfield Force Main were constructed. In fact, the design drawings for PS15 expressly state that PS15 must remain in operation during the rainy season in order to avoid SSO events.<sup>4</sup> The District was fully aware of the danger caused by taking PS15 off-line to perform the emergency repair of the Kentfield Force Main. Indeed, the risk was the subject of much discussion during the December 6, 2010, District board meeting at which the District voted to take PS15 off-line to repair the Kentfield Force Main.<sup>5</sup>

Recognizing the fact that having PS15 off-line would result in SSO events if it were to rain, the District and its engineer developed a backup plan to get PS15 online should it start to rain. Specifically, the District directed Maggoria and Ghilotti, Inc. ("Maggoria & Ghilotti"), which was the contractor performing the emergency repairs on the Kentfield Force Main, to have an emergency pipe coupler on site that could quickly be attached to seal the repair area on the Kentfield Force Main, which would then allow for PS15 to be activated.<sup>6</sup>

When the rain started on December 17, 2010, neither the District nor Maggoria & Ghilotti had the emergency repair coupler on site. Because the emergency repair coupler was not on site, the District's backup plan could not be executed, PS15 could not be activated, and the SSO events anticipated by the design documents for PS15 and by the District during the December 6<sup>th</sup> meeting occurred. Similarly, without PS15 operational when the rain began on December 22<sup>nd</sup>, the SSO events forecasted by the District and its engineers occurred again.

The SSO events of December 17 and December 22 occurred because PS15 was turned off. Debris played no part in these events, and there is no reliable evidence that it did. To the contrary, the overwhelming evidence supports the conclusion that if PS15 had been operational, the SSO events would not have occurred, even with the relatively minor (if any) debris presumed to be in the system.

---

<sup>3</sup> See Exhibit "B" hereto; April 24, 2012, Deposition Testimony of Steven Moore, P.E.; 184:4-10; 188:14-22; 190:1-9; 193:1-18; 197:10 – 198:12.

<sup>4</sup> See Exhibit "B" hereto; Deposition Testimony of Steven Moore, P.E.; 251:22-25; 252:4-20.

<sup>5</sup> See Exhibit "D" hereto; December 6, 2010, Special Board Meeting Minutes, Item #4 Slide 10.

<sup>6</sup> See Exhibit "D" hereto; December 6, 2010, Special Board Meeting Minutes, Item #4 Slide 10.

When the December SSO events occurred, the District went on the offensive and developed a number of theories aimed at obscuring the fact that its decision to take PS15 off-line during the rainy season without an adequate backup plan was the actual cause of the SSO events. All of these hypothetical theories blamed debris in the system as the cause for the SSO events. And, most of these theories blamed JMB as the culprit through the District's allegations of environmental terrorism and gross contractor negligence. With all of these attempts to obscure its liability, the District has not once mentioned that the cause of the SSO events was its decision to take PS15 off-line, or its failure and the failure of its repair contractor to have the emergency coupler on site when the rain began on December 17<sup>th</sup>. Indeed, even in its most recent press release, the District makes no mention of the fact that the spills were caused because it shut off PS15. Nor does it make any mention of the fact that it could not activate PS15 because the emergency coupler was not available.

When the SSO events occurred, the District stopped paying JMB. The District currently owes JMB over \$2,000,000. The District however, did not withhold payment from Maggoria & Ghilotti even though it failed to have the coupler on site. Indeed, on the day the District began withholding from JMB, it authorized payment of over \$1,000,000 to the emergency repair project performed by Maggoria & Ghilotti.<sup>7</sup> As affirmed by the press release, the District's strategy is to shift its liability for the penalties set forth in the Proposed Settlement Agreement to JMB based upon its continued refusal to recognize that turning off PS15 caused the SSO events and founded upon its baseless conclusion that the SSO events were caused by debris.

The Staff Report correctly, and without speculation, concludes that the shutdown of PS15 is the cause of the December 2010 SSO events. However, the Staff Report also speculates that it is plausible that debris could have contributed to the December SSO events. This speculative theory is not supported by any confirmed facts and appears aimed at reconciling the timing of the SSO events, as provided by the District to RWQCB staff.

A review of the relative elevations of the SSO locations indicates that the first overflows occurred at the lowest locations, as would be expected. Specifically, as indicated in the technical memorandum produced by URS Corporation, the man holes downstream of the siphon under Corte Madera Creek are the lowest in the system and are where the first SSO occurred.<sup>8</sup> The SSO timing submitted by the District is unsubstantiated and questionable, but even assuming it is accurate, the fact that the manholes down-stream of the siphon are the lowest fully explains why they overflowed first and why there may have been a delay between SSO events.

The Staff Report acknowledges that elevation differences may provide an explanation for the timing of the SSO events, but fails to perform any elevation analysis because the District did not provide the RWQCB with elevation data. Troublingly, the Staff Report seizes upon the District's failure to provide elevation data as an opportunity to dream up a hypothetical theory

---

<sup>7</sup> See Exhibit "E" hereto; January 22, 2010, Board Meeting Minutes, Items #18 and #20.

<sup>8</sup> See Exhibit "F" hereto; May 16, 2012 letter from URS Corporation regarding the March 30, 2011 Technical Memorandum and Figure 2 thereto. Figure 2 indicates that the manholes downstream of the Corte Madera Creek siphon are lower than those at Kent Middle School and should be the first to overflow.

related to the plausibility of debris in the system. The fact that the Staff Report discusses the plausibility of the debris hypothesis is troubling because it is not supported by facts and because the District will now undoubtedly attempt to use the hypothesis to continue its unfounded attacks on JMB. It is also troubling because it obscures, confuses, and all but ignores the impact of the manhole elevation differences and the District's decision to shutdown PS15.

It is evident that RWQCB staff do not believe the debris hypothesis. This is why the statements supporting the hypothesis are qualified with words like "plausible," and why RWQCB staff make the effort to note that the facts are those presented by the District and have not been independently verified.

It also appears evident that the discussing of debris, and the ignoring of the elevation differences, is the result of the District's efforts to improperly influence the RWQCB's drafting of the Staff Report. The "plausible" conclusions related to debris do not belong in the Staff Report because they are not based in fact or engineering analysis. These baseless conclusions have been improperly inserted in an attempt to assist the District's furtherance of its litigation objectives against JMB.

In its press release, the District notes that the Proposed Settlement Agreement is the result of over a "year of negotiations" between it and the RWQCB.<sup>9</sup> It appears that as part of these negotiations, the District negotiated the inclusion of the concept that debris was a plausible cause of the SSO events. The statutory charge of the RWQCB is to protect the quality of surface water and groundwater. The purpose of RWQCB is not to give credence to unsupported hypothesis aimed at furthering the litigation objectives of offenders.

JMB hereby requests that the RWQCB take into account the additional facts and analysis presented with these comments and objections and modify the Staff Report accordingly prior to the RWQCB approving the Proposed Settlement Agreement. JMB also requests that the speculative, plausible, and hypothetical statements related to debris be removed from the Staff Report because these statements are without substantiated support and will only serve to confuse and obscure the true cause of the SSO events – namely, the District's informed decision to shutdown PS15 during the rainy season, without an adequate backup plan, in order to perform emergency repairs on the Kentfield Force Main.

## **ABOUT JMB CONSTRUCTION AND THE PROJECT**

JMB is a small, family owned construction company located in South San Francisco, California. JMB has been performing construction work in the San Francisco Bay Area for over twenty years, and during this time, it has never failed to complete a project. JMB has earned an excellent reputation for working with owners to complete difficult projects on time and on budget. Some of its clients include the City of San Francisco, San Francisco International Airport, East Bay Municipal Utility District (EBMUD), Delta Diablo Sanitary District, City of

---

<sup>9</sup> See Exhibit "A"

South San Francisco, City of Pittsburg, City of Antioch, City of San Bruno, and numerous other agencies and owners.

JMB entered a contract with the District to perform construction of the Woodland-College-Goodhill Capacity Improvement project on June 1, 2010. In December 2010, large sewer spills occurred in and adjacent to its project site. The District hastily blamed JMB for the spills in order to shield itself from liability for its decision to turn PS15 off during the rainy season.

The District withheld payment from JMB and filed suit against JMB. JMB, however, never stopped working on the project and successfully completed the project.

The District has publicly and repeatedly blamed JMB, initially suggesting environmental terrorism, and later concluding gross contractor negligence and malicious vandalism. The continued public defamation against JMB, the withholding of progress payments, and the cost associated with providing a legal defense, have caused considerable harm to JMB.

#### **PS15 OFF-LINE: INSUFFICIENT WET WEATHER CAPACITY WITH**

#### **The SSO Events Were Caused By Insufficient Capacity of 30-inch McAllister Bypass Pipe To Carry Wet Weather Flows With PS15 Off-line**

Insufficient wet weather capacity was the cause of the December 2010 SSO events. This insufficient capacity was the direct result of the District's decision to take PS15 off-line during the rainy season and of its failure to execute upon its backup plan to put PS15 on line when the rain began.

Specifically, with PS15 off-line all wet-weather flows must travel through the 30-inch McAllister gravity bypass pipe, and this 30-inch gravity bypass does not have sufficient capacity. This is underscored by the fact that PS15 and the Kentfield Force Main were designed to alleviate wet-weather demand on the 30-inch gravity bypass.<sup>10</sup> The fact that PS15 must be operational is further underscored by the JMB contract documents, which state the JMB is allowed to rely on the fact that PS15 will be operational during the rainy season.<sup>11</sup>

The Staff Report finds that saturated soils were present during both SSO events and that the SHECAP storm event in February 2005 with 1.6-inches of rain over a 24-hour period is a good comparison to both SSO events. The December SSO events experienced 2.36-inches and 1.24-inches respectively over a 24-hour period, and the second event was preceded by considerable rain further saturating the soils. However, we would note that the contributory flows from the Laurel Grove/McAllister neighborhoods have been omitted from the predicted

---

<sup>10</sup> See Exhibit "B" hereto; April 24, 2012, Deposition Testimony of Steven Moore, P.E.; 184:4-10; 188-14-22; 190:1-9; 193:1-18; 197:10 – 198:12.

<sup>11</sup> See Exhibit "G" hereto.

peak total flows through the 30-inch McAllister pipeline. The flows from the Laurel Grove/McAllister neighborhoods were analyzed in the SHECAP by flow meter 14 (FM14). Total modeled and actual measured flows are summarized below:

<b>FM</b>	<b>Location</b>	<b>Modeled Avg. Flow (MGD)</b>	<b>Measured Flow (MGD)</b>
FM 9	39-inch Ross Valley Pipeline	13.52	13.8
FM10	27-inch KMS Pipeline	2.95	3.70
FM14	30-inch McAllister Bypass Pipeline	1.90	1.70
	<b>TOTALS</b>	<b>18.37</b>	<b>19.2</b>

NOTE: The measured and modeled flows at FM14 are with PS#15 operating and represent only those flows contributed by the Laurel Grove/McAllister neighborhoods.

The District calculated the maximum capacity of the 30-inch bypass pipe to be approximately 12.5 MGD, while their hired engineering consulting firm, Nute Engineering, determined the maximum capacity to be 9.7 MGD. In either case, the modeled and measured flows for a comparable storm event overwhelm the system and cause SSOs. Results are tabulated below:

<b>SUMMARY</b>	<b>AMOUNT 30-INCH BY-PASS CAPACITY EXCEEDED</b>
Modeled Flow vs. 30-inch Bypass (District Calc. 12.5 MGD)	5.87 MGD
Measured Flow vs. 30-inch Bypass (District Calc. 12.5 MGD)	6.7 MGD
Modeled Flow vs. 30-inch Bypass (Nute Engr. Calc. 9.7 MGD)	8.67 MGD
Measured Flow vs. 30-inch Bypass (Nute Engr. Calc. 9.7 MGD)	9.5 MGD

These calculations unequivocally demonstrate that, even under the most conservative conditions, the capacity of the 30-inch gravity bypass was exceeded by 5.87 MGD during the December SSO events. The capacity of the gravity bypass was exceeded because PS15 was off-line and could not be brought back online expeditiously because the District and Maggoria & Ghilotti did not have the emergency coupler on site. Put another way, because the demand on the 30-inch bypass greatly exceeded its capacity, the system overflowed.

These overflows occurred, and would have occurred, whether or not the system was free of debris. Conversely, had PS15 been operational, the capacity of the 30-inch gravity bypass would not have been exceeded and the system would not have overflowed. Indeed, the presumed debris in the system had not resulted in any overflows prior to the December events. Were the system blocked by debris, overflows during earlier events would have occurred, yet they did not. Therefore, debris in the system did not cause or contribute to the overflows. The overflows are wholly attributable to the fact that the 30-inch gravity bypass and PS13 did not have the capacity to carry wet weather flows with PS15 off-line.

**With PS15 Off-line, Not Only Is There Insufficient Capacity In the 30-inch Gravity Force Main, But Also In The Greenbrae Pump Station (PS13)**

As mentioned in the Staff Report, when PS15 is shutdown, flows are directed downstream through the 30-inch gravity bypass to PS13, the Greenbrae Pump Station. According to the SHECAP, PS13 has a maximum peak capacity of 9.96 MGD. Just like the 30-inch gravity bypass, the capacity of PS13 was exceeded as indicated below:

SUMMARY	AMOUNT PS13 CAPACITY EXCEEDED
Modeled Flow vs. PS13 (SHECAP 9.96 MGD)	8.41 MGD
Measured Flow vs. PS13 (SHECAP 9.96 MGD)	9.24 MGD

The capacity of the bypass system had clearly been exceeded, and no further explanation for the cause of the SSO events is required, or even plausible. Indeed, the readily apparent and unquestionable cause of December SSO events is that neither the 30-inch McAllister bypass line nor PS13, to which the 30-inch McAllister bypass line attached, had the capacity to carry wet weather flows with PS15 off-line. The readily apparent and unquestionable cause of the December SSO events is the District's fully informed decision to take PS15 off-line during the raining season, without adequate backup measures. This is a decision the District unquestionably knew would result in an SSO event if heavy rains were encountered.

**CONSTRUCTION DEBRIS WAS NOT A CAUSE OF THE SSO EVENTS**

That debris hypothetically contributed to the SSO events is not plausible. The above capacity calculations unquestionably indicate that the SSO events would have occurred whether or not there was debris in the system. As mentioned earlier, it would appear as though the mention of debris as a "plausible" contributing factor in the Staff Report is there as a token compromise to appease the District after over a year's worth of negotiations. References to debris as a contributing factor should be removed from the Staff Report because such references are neither supported by fact or analysis.

During its investigation of the December SSO events, RWQCB staff solicited information from the District regarding the timing of the various overflows. Based solely upon the District's representations, the Staff Report concludes that many of the flows occurred hours apart. The RWQCB staff then struggle to find an explanation for the difference in timing and hypothesizes that dislodging and lodging of debris within the system is a plausible explanation for the varying times. The RWQCB staff did not perform any investigation or analysis to verify the District's statements regarding the timing of the SSO events. In fact the Staff Report states



that if the District's representations regarding timing are wrong, then the dislodging/lodging hypothesis is not correct.

More fundamentally, the RWQCB did not investigate or analyze the most likely cause of varying release times, namely, elevation differences between the different discharge locations. In fact, the Staff Report specifically mentions that the District was not able to provide it with reliable manhole elevation data and infers that without this data the proper analysis related to timing cannot be performed.<sup>12</sup> Because a full analysis of the accuracy of the discharge timing data was not performed, and because RWQCB staff did not analyze the discharge elevations, the hypothesis that debris was a plausible contributor to the SSO events should not be included in the Staff Report. In fact, as discussed above, the debris hypothesis is wholly irrelevant because the flow capacity and demand calculations clearly prove that the overflows were the result of PS15 being off-line. Indeed, the only purpose the unsubstantiated debris hypothesis seems to serve is that of "throwing a bone" to the District to allow it to continue in its refusal to pay JMB.

### **Another Plausible Scenario**

Without verifiable information from the District, or any other source, regarding timing and elevations, countless plausible scenarios can be supported by the facts. After a review of the facts, one plausible chain of events is as follows:

1. As the system begins to reach maximum capacity, discharges will occur beginning with the lowest rim elevation manholes. The lowest rim manholes are on McAllister and Berens Way, followed by MH 7317 at the KMS. (Nute Engineering documented an SSO at Berens Ave/Sherwood Court during the day on December 22, and JMB also documented a major SSO at Berens Ave/McAllister Way on this same day.)
2. On the night of December 17, SSO events were reported at #5 Stadium and #221 McAllister. This location is a historical SSO location and experienced a major SSO in a 2005 storm event causing an estimated 351,000 gallon SSO, with an estimated 5 million gallons unaccounted for by the CMSA treatment plant.
3. The District does not discover, or does not disclose, that other SSO events are occurring simultaneously, as evidenced by the fact that the rim elevation at #5 Stadium is higher than the Kentfield Middle School manhole rim elevation and other locations on McAllister Ave/Berens Way.<sup>13</sup> Given that it was a late rainy night, that the street manhole overflows would blend with surface waters, and that the school was unattended,

---

<sup>12</sup> See Staff report p. 9 which states: "The chain of events is based on the assumption that the overflow locations start and stop times provided by the Discharger are accurate. Accurate manhole and cleanout rim elevation could verify or refute the chain of events."

<sup>13</sup> See Exhibit "F" hereto; May 16, 2012 letter from URS Corporation regarding the March 30, 2011 Technical Memorandum and Figure 2 thereto. Figure 2 indicates that the manholes downstream of the Corte Madera Creek siphon are lower than those at Kent Middle School and should be the first to overflow.

it could be that the SSOs were simply not detected. Also likely is that the District chose not to report these additional SSOs.

4. The SSO at 5 Stadium, however, could not be ignored as the homeowner is susceptible to damage from the overflows, has had a history of SSO damage, and previously battled with the District on their misreporting of SSO volumes in 2005.
5. Then, when light breaks and the major discharges at the Kentfield Middle School can be witnessed, the District then acts to record the SSOs. The time was 7:30 am, just after daybreak. (Indeed the December 22 SSO event, which occurred during daylight hours, establishes that the SSO events were concurrent with those occurring on the lower McAllister Ave/Berens Way manholes.
6. As should be expected, as the flows began to diminish, the manhole rims with a higher elevations would cease discharging, which explains why the 5 Stadium/221 McAllister events ended prior to the Kent Middle School event.

#### **Construction Debris Did Not Contribute to the SSO Events**

That construction debris did not contribute to the SSO events is evident when the allegations related to construction debris are reviewed.

#### **The 30-inch Line Installed By JMB was Cleaned of Debris Before December of 2010**

The District repeatedly stated that debris in the 30-inch line installed by JMB at the Kent Middle School caused the SSO events. However, the fact is that the 30-inch line installed by JMB was cleaned and inspected before December of 2010.

#### **The Construction Related Debris Identified by the District is Not Large Enough to Block Flows**

The District provided a lengthy list of construction related debris purportedly found in its system. The items listed are a wire nest, two hard hats, a piece of lumber, a piece of fiberglass, a “huge” piece of pipe liner, a hose clamp, a pipe plug, some PVC pipe, and a nail gun cartridge, engineered fill, and the rubber track segment. Each item is addressed separately, below:

- i. Wire Nest. Removed in November 2010 before the December SSO events occurred. This item could not have contributed to the SSO events because it was not in the system in December of 2010.
- ii. Lumber Segment. Piece of lumber is minor material used to form concrete structures. The Staff Report mistakenly refers to this a 6 feet by 4 feet by 4 feet. Such a piece of lumber does not exist, and even if it did, it would be too large to fit into any of the pipes of the system.

- iii. Piece of fiberglass. Fiberglass was not a construction material used by JMB. The only project in the vicinity of the SSO where fiberglass was present was that of Maggoria & Ghilotti.
- iv. Hard hats. Reference to finding two hardhats has been made. One of the hardhats was removed in October 2010, and was not in the system during the December 2010 events. The hardhats did not contain any identifying markings and are too small and too light to block or even partially restrict flow in the large pipes of the District's system.
- v. "Huge" piece of pipe liner. This item was found in August of 2010, well before the December SSO events. It should also be noted that JMB did not utilize pipe liner on its project until March of 2011.
- vi. Hose clamp. Source unknown. A very small item that fits easily in the palm of a hand. It is not possible for such a small item to block or partially restrict flow in the large pipes of the District's system.
- vii. Pipe plug. This item is construction equipment that was used in a temporary bypass line installed in accordance with the District's direction and specifications. It was located in a temporary bypass line and was not in the flow related to the December SSO events.
- viii. PVC pipe inside of 30-inch microtunnel pipe. This was pipe used to construct the microtunnel. In accordance with construction sequencing, the pipe was removed during cleaning and inspection work in September 2010. Because this item was removed before December 2010, it could not have contributed to the December SSO events.
- ix. Nail Gun cartridge. A single nail gun cartridge was found in the system. The nail gun cartridge was very small and fits easily in the palm of a hand. It is not possible for such a small item to block or partially restrict flow in the large pipes of the District's system.<sup>1415</sup>
- x. Engineered Fill in the Siphon. Engineered fill is a fancy way to say "gravel." The District states that it retrieved gravel from the siphon under Corte Madera Creek. The District does not know how much gravel was removed from the siphon or what percentage of the siphon was blocked by gravel. The District, however, does admit that only the lower barrel of the double barrel siphon contained gravel. The designer of the siphon has stated that the upper barrel of the siphon has sufficient capacity to handle

---

<sup>14</sup> See Exhibit "I" hereto; example of nail-gun cartridge.

<sup>15</sup> See Exhibit "B" hereto; April 24, 2012, Deposition Testimony of Steven Moore, P.E.; 193:1-10.

the flows of the December 2010 events.<sup>16</sup> Therefore, even if gravel did partially block the lower barrel of the siphon, it could not have contributed to the SSO events because the upper barrel had adequate capacity and was fully functioning.

- xi. Rubber Track Segment. This item was found in the bar screen of PS15. PS15 was not active during the SSO events. Therefore an item located at the entrance of PS15 could not plausibly constrict flow in the system. Moreover, the piece of rubber track was light and flimsy and could not block or partially restrict flow in the large pipes of the District's system.

### **THE INFORMATION PROVIDED BY THE DISTRICT IS NOT CREDIBLE**

The Staff Report relies on a significant amount of unverifiable information provided by the District. We believe that the District has been neither forthcoming or factually accurate regarding the December SSO events. Simply stated, the District's version of events regarding SSO locations, flow volumes, timing, and construction debris is not credible. There have been numerous examples of the District's shortcomings in this matter including the following:

- The District suppressed and ignored information provided via emails in December 2010 from Nute Engineering to the District Engineer regarding the true cause of the SSO events. The District had knowledge in December 2010 that insufficient wet weather capacity was the probable cause of the SSO.
- The District did not report two SSO events which occurred on December 22, as required by law. Evidence is available that they were made aware of one location in December 2010 by Nute Engineering. As the second location was a major SSO in the proximate area, it is unlikely the District was not aware of this event.

---

<sup>16</sup> In accordance with the District's submission to the RWQCB, the 21-inch siphon pipe was clean, while the 18-inch siphon pipe was completely blocked, although no evidence is provided for this latter assertion. However, the parallel siphons were jetted the morning of December 22, prior to the second major SSO event, which had not yet occurred. The amount of material discovered during the December 22 jetting by Roy's Sewer Service was indicated to be minor, and cleaning/CCTV later performed by Miksis Services in January indicated there was very little material in the siphons. As the siphons had been jetted before the second SSO event, debris and or construction related debris could not have played a factor in the December 22 KMS SSOs. According to the SCHECAP, the 21-inch siphon and 18-inch siphon handle peak maximum flows of 7.6 MGD and 11.6 MGD, respectively. The District's Technical Memorandum indicates the KMS parallel pipes needed to convey 2.5 MGD maximum peak flow during the SSO rain events. Even in the unlikely scenario that the 18-inch siphon was completely blocked, the 21-inch siphon had over four times the necessary capacity to convey the KMS flows. Therefore, while it is possible sediment from improper maintenance may have somewhat reduced the siphon capacity during the first SSO, debris blockage would not have had any meaningful impact on the conveyance of the flows from the KMS area.

- The Technical Memorandum asserts that no rain fell on the area during the December 22 SSO, and that the weeks prior to the December 17 SSO were mostly sunny and dry. This information is false. Wet weather conditions and the resulting saturated soils area are easily verified through the NOAA online climate data directory, and Marin County Flood Control and Water Conservation District. The Staff Report indicates 1.24 inches of rain on December 22, and the District's Daily Inspection Reports confirms rain on December 22. The District attempts to portray the SSOs events as having occurred in dry conditions, thereby allowing them to discount their own SHECAP document; the SHECAP provides information on actual measured and modeled flow amounts for a comparable wet weather storm event, which prove the 30-inch bypass had insufficient capacity.
- The Technical Memorandum indicates that JMB completed work on the KMS track at the end of October 2010. This information is false. JMB completed construction work on the Track on September 2, with rubber surfacing completed on October 20. The District falsely presents this schedule to create a scenario whereby JMB crushed the 27-inch pipeline after the October 23-24 storm event. According to this theory, the KMS lines were undamaged, therefore no SSOs occurred at the KMS area during this October storm event. As described above, the 27-inch pipe was unnecessary for the District's system to convey the flows during the wet weather events and unrelated to the SSOs.
- The Technical Memorandum indicates that PS13 could convey more than 12MGD in flows, while SHECAP indicates PS13's maximum pumping capacity is 9.96 MGD. Nute Engineering emails in December 2010 to the District indicate that the Greenbrae Pump Station may not have had sufficient capacity.
- The District indicates that it had inspected the 27-inch line at the KMS and it was in "fine condition." This statement is false. The District had inspected the line in February 2009 and it was indicated to be in severe condition with massive breaks, cracking and heavy infiltration. This information was only released after inspection reports had been requested by the RWQCB. JMB construction was provided incorrect information on the construction plan documents as to the nature of the existing pipe line; plans indicated existing pipe to be reinforced concrete, when in actuality it was unreinforced field cast concrete pipe installed in the 1920s. The District concealed information about the degraded and fragile nature of the existing pipe – a pipe it ultimately crushed during SSO mitigation operations – and, thereafter, blamed the damaged pipe on JMB.
- The District indicated it removed about a dump truck size load of debris stuffed into the 30-inch diameter PVC pipe. The District made repeated statements that that debris was in the new pipe installed by JMB. These statements were false. The material was removed from the existing 27-inch pipe line, which would have been obvious to District personnel. Furthermore, the District's engineers were in possession of inspection records including a CCTV DVD indicating the newly installed 30-inch KMS pipe line was cleaned and inspected.

- The Technical Memorandum indicates the District had cleaned and lined the 30-inch McAllister bypass to increase capacity before performing work on the Kentfield Force Main. The District withholds information in their initial submission to the RWQCB that approximately 2000 LF of the bypass rehabilitation had not been completed prior to the December SSOs. In addition, they fail to disclose that the 30-inch bypass line had repair work performed on the line subsequent to the SSO event to repair a failed section of pipe.
- The District mischaracterizes various alleged construction debris items, as discussed previously in this document.
- The District improperly withheld and/or redacted system information (i.e. manhole identification key, layout, rim and invert elevations). The District claims this information is unavailable or must be withheld for security reasons. While security is always a concern, sewer piping and manhole locations are located in non-secure public streets, are currently on the District's website (general overview included SHECAP document), and would, therefore, not be considered sensitive and/or secure information. The withholding of information is simply a ploy to impede the investigation by the RWQCB and the prosecution of its defense by JMB.
- The District indicates that PS15 was shut down during the October 23-24 storm event and the 30-inch McAllister bypass worked "flawlessly." The District attempts to use the October rain event as a justification that the bypass system could handle a storm event of larger magnitude than those experienced in December 2010. The Staff Report rightly disregards this analysis as the soils were in a dry state in October and the events are not comparable. Furthermore, the District falsely states in the Technical Memorandum that PS15 was brought online at 4:00 p.m., when their Daily Inspection Reports indicate the system was brought online beginning at 8:00am in the morning of October 24<sup>th</sup> as the severe weather was increasing. The pump station was operating prior to, and during the more severe parts of the rain event, further dismantling the District's position that this storm is comparable to the December events.
- The District acknowledges a tunnel blockage issue at the Bon Air Tunnel in the 30-inch McAllister bypass. This blockage could have major implications to the flow capacity of the bypass system, but the matter is simply disregarded District and has is not included in their conclusions as to the cause of the SSOs.
- As described in the Staff Report, the District failed to provide timely notifications for the December 17-19 SSO event. The late notifications would result in the RWQCB's inability to perform contemporaneous site investigations. This contributed to the result that SSOs downstream of the KMS area were underreported or not reported by the District.
- As described in the Staff Report, the District delayed its provision of information to the RWQCB, and only did provide requested information after repeated inquiries from the RWQCB's prosecution staff.

- As described in the Staff Report, the District was well aware of the risk of shutting down PS15. That the District well understood the risky nature of shutting down PS15 is well documented in the District's Board Meeting Minutes of December 6, 2010. At this meeting the General Manager admitted that the main risk of proceeding with the plan to shut down PS15 was that "we have high wet weather flows that may exceed the capacity of the bypass pipeline risking an SSO." The District has neither admitted publicly, nor in their submission to the RWQCB, that it understood the high risk nature of shutting down PS15 during the wet weather season.
- As indicated in the Staff Report, the District could have mitigated the majority of the SSOs with implementation of an adequate contingency plan that included prior installation of emergency bypass systems and having a temporary coupler onsite prior to shutting down PS15. The District has neither admitted publicly, nor in their submission to the RWQCB, that it was an oversight by the District not to implement an adequate contingency plan when shutting down PS15 during the wet weather season.
- The District does not volunteer information regarding a similar event in December 2005, in which PS15 was shut down for 3-hours during a brownout in a heavy storm. During this 3-hour shutdown there was a major SSO event.

## **CONCLUSION**

The facts are clear, the District is solely responsible for the SSO events that occurred in December 2010. Had the District not turned off PS15, or had the emergency coupler been onsite, the SSO events would not have occurred. Debris did not cause the SSO events.

From the beginning the District has attempted to make JMB a scapegoat in order to avoid liability. The Staff Report's discussion of debris as a "plausible" contributing cause is not supported by the facts, and is based entirely on the District's flawed account of the timing of the SSO events. The RWQCB has not performed any independent analysis to substantiate the District's account, nor has it performed a hydraulic analysis or site survey. In the face of the clear evidence that PS15 being off-line was the cause of the SSO events, and the clear evidence that the allegations regarding debris fail both factually and analytically, it is not appropriate for the RWQCB to offer a discussion regarding the "plausibility" of a hypothetical debris scenario in the Staff Report. Inclusion of such a discussion by the RWQCB is even less appropriate when to other facts are considered: 1) the fines assessed by the RWQCB are not dependent upon the hypothetical debris scenario; and, 2) the District has made it clear that it will use the RWQCB's hypothetical debris scenario as grounds to pursue JMB construction through protracted litigation.

The purpose of the RWQCB is to protect the quality of surface water and groundwater. Its purpose is not to provide discharges with unsubstantiated hypothesis which the discharger can then use to further its litigation objectives. The debris hypothesis is unneeded and unsubstantiated and must be removed from the Staff Report.

Thank you for your consideration of our comments. Please contact me if you would like to discuss further.



Kind regards,

Joe Moore

cc JMB Construction  
William Tarantino



## **EXHIBIT “A”**



## **ROSS VALLEY SANITARY DISTRICT**

2960 Kerner Blvd  
San Rafael, CA 94901  
(415) 259-2949 ~ [rvsd.org](http://rvsd.org)

---

### **Sewer Spill Settlement Reached With State Water Board**

#### **District Agrees to \$807,000 Fine and \$732,000 Investment in Environmental Projects**

**Ross Valley, Marin County.** The Board of Directors of the Ross Valley Sanitary District, the 112-year-old sewer agency serving the Ross Valley, has reached a settlement agreement with California's Regional Water Quality Control Board (State Board) for alleged violations of federal and state laws relating to sanitary sewer overflows.

The settlement covers sewer spills totaling 3.1 million gallons, most of which occurred during two large overflow events into Corte Madera Creek in December of 2010. Initial correspondence from the State Board indicated the total civil liability could be as high as \$30 million.

Under the settlement agreement, the District will pay the State Board \$807,350 in fines and fund two Supplemental Environmental Projects (SEPs). The SEPs include \$249,370 for a marsh habitat enhancement project along Corte Madera Creek and \$482,380 for a Lateral Replacement Grant Program to assist District property owners with the cost of repairing their own private sewer pipes.

In its April 19, 2012 meeting, the Ross Valley Sanitary District Board of Directors voted 4 to 0 (Director Pamela Meigs was absent) to accept the settlement agreement with the State Board, but noted that it did not agree with all of the state's allegations. After over a year of negotiations, the District believes that agreeing to the settlement instead of challenging some of the State Board's findings is in the best interests of ratepayers and the state.

Debris blockage, excessive inflow and infiltration of stormwater into the collection system, and insufficient wet weather capacity were listed by the State Board as causes of the first major spill that occurred December 17 to 19, 2010. Pipe failure, debris blockage and insufficient wet weather capacity were listed as the causes of the second major spill on December 22, 2010.

The State Board also alleged that the District failed to follow procedures and required timetables in reporting the December 2010 spills. The District has acknowledged that while it did notify several authorities and followed up with detailed emails, one or two of the first notifications were delayed, as District staff focused on stopping the spill.

The District will begin arbitration with the contractor who it believes is responsible for the construction debris that played a major role in the December spills.

### **Background Information**

The Ross Valley Sanitary District, like all sewer collection agencies throughout California, is subject to the requirements set forth by the Federal Clean Water Act and Statewide General Waste Discharge Requirements (WDRs). Sanitary Sewer Overflows (sewer spills) violate these requirements, which can result in fines as well as enforcement actions. Among the strict requirements that are designed to protect public health and the environment is sewer collection agencies' obligation to adequately fund the operations, maintenance, and repair of their collection systems.

The Ross Valley community is witnessing the impact of decades of deferred pipe replacement. Sewer mains are failing catastrophically and hundreds of voids, holes, cracks and other damage have been documented over the last six months as the District has increased its CCTV (Closed Circuit TV) work. If repairs are not made soon, the District believes that the community can expect further action by the State Board as more spills are eminent.

Over the last five years, the Ross Valley Sanitary District Board of Directors has worked aggressively to increase the amount of capital improvement to the sewer system by repairing and replacing approximately 16.5 miles of pipe or over three miles a year. Despite the effort, about 70% of the remaining pipes in the collection system are at or beyond their service lives.

The Ross Valley Sanitary District is in the process of proposing a \$100 million bond that will allow it to repair some of its rapidly deteriorating sewer system in order to responsibly comply with state and federal regulations to protect the environment and public health.

Sewer pipes are damaged by a variety of sources including roots, earth settling, seismic activity and simply old age. The damaged pipes allow large volumes of storm water to enter the sewer system (a process known as Inflow and Infiltration), which can cause pipes to become overwhelmed during heavy rains leading to spills. Equally troubling is that these damaged pipes allow sewage to flow into the environment year round.

General Manager Brett Richards, who was hired three years ago by the RVSD Board of Directors to help solve the community's formidable infrastructure challenge, has proposed significant increases in capital spending. He has also instituted a number of cost-saving plans including using in-house staff instead of outside contractors for ongoing work and employing proven technologies that can make pipe repairs faster and at lower cost.

"This District has taken a lot of criticism recently while the Board has sought to set a responsible course for tackling what is nothing short of a \$400 million infrastructure challenge, if both public and private sewer pipes are repaired," says Dr. Peter Sullivan of the RVSD Board of Directors. "If anyone would like to assign blame for the condition of our pipes, he or she is going to need to look back over the last 35 to 40 years, because this problem didn't suddenly emerge nor was it unexpected."

"While an objective analysis of what our Board and the District staff have accomplished over the last five years will show that we have made a lot of progress," says Sullivan, "the State Board's action indicates that it is not nearly enough to compensate for the decades of deferred rehabilitation of the sewer pipes in our community."

#### **- - Additional Information - -**

##### **About Ross Valley Sanitary District**

2960 Kerner Blvd., San Rafael, CA 94901  
(415) 259-2949 [www.rvsd.org](http://www.rvsd.org)

- Sanitary District No. 1, widely known as Ross Valley Sanitary District, is a California Special District and is governed by a five-member locally-elected board of directors.
- District founded in 1899 – Believed to be California's oldest district
- The District provides wastewater collection for the Ross Valley including Fairfax, San Anselmo, Ross, Sleepy Hollow, Larkspur, Kent Woodlands, Oak Manor, Kentfield, Greenbrae as well as Murray Park and San Quentin Prison.

- The sewer collection system consists of approximately 200 miles of public sewer pipes and 20 pump stations along with approximately 200 miles of private sewer pipes called laterals, which connect homes and businesses to the public sewer mains and are the responsibility of property owners.
- Approximately 95% of the sewer system was installed before 1955.
- The current rates charged customer on their property tax bill provide funds for two organizations: Ross Valley Sanitary District, which maintains the sewage collection system, and Central Marin Sanitation Agency, which provides wastewater treatment for RVSD customers as well as San Rafael and Corte Madera.
- The history of sewer rates paid by District customers indicates that the prudent replacement of aging pipes has not been funded.
- Over the last two fiscal years, the District has spent over \$14 million on two major capital improvement projects, including the replacement of its Kentfield Force Main, which serves approximately 60% of District customers.
- Ross Valley Sanitary District has some unique characteristics that exacerbate the environmental impact and challenge of avoiding sewer spills. Many sewer spills are caused by unwanted storm water entering sewer pipes (a process known as Inflow and Infiltration) and overwhelming the system. RVSD dry weather flow volume is five million gallons a day (MGD) while the volume of wastewater during a heavy rain storm can easily be 30 to 50 MGD. The District, and the city of Kentfield in particular, has the highest rainfall in the Bay Area and is among the wettest places in California. The area's steep terrain magnifies the unusual climate's impact on sewer spills.

#### **About the State Water Resources Control Board**

The State Water Resources Control Board Order NO. 2006-0003-DWQ provides statewide general Waste Discharge Requirements (WDRs) for sanitary sewer systems. The 2006 WDRs, which included a requirement for all sanitary agencies to develop a Sewer System Management Plan (SSMP), represented the strictest and most specific orders ever imposed on sewer collection systems. The deadlines for each agency for compliance with the SSMP requirement was set by agency size, with the largest agencies required to complete their plans first. Ross Valley Sanitary District, a medium to small-sized agency, had its SSMP completed approximately 2 years before its deadline for compliance.

The State Board's website provides important information about its mission, requirements for sewer collection agencies and enforcement actions. To navigate to specific information relevant to this press release, visit <http://www.swrcb.ca.gov>, then select "Programs." There you will find the following links:

- 1). Wastewater: Sanitary Sewer Overflows Statewide General WDRs for Sanitary Systems, WQO No. 2006-003 – Provides the Waste Discharge Requirements (WDR) for all Sanitary Sewer Systems.
- 2). Enforcement - Provides overview of their enforcement role and examples of enforcement actions.

Among the requirements that are designed to protect public health and the environment, sewer collection agencies must have a Sewer System Management Plan and prevent spills by adequately funding the operations, maintenance, and repair of their collection systems.

## **EXHIBIT “B”**

**In The Matter Of:**

***SANITARY DISTRICT NO. 1, et al.***

***v.***

***JMB CONSTRUCTION, INC., et al.***

---

***STEVEN MOORE- Vol. 2***

***April 24, 2012***

---

**MERRILL CORPORATION**

**LegalLink, Inc.**

135 Main Street  
4th Floor  
San Francisco, CA 94105  
Phone: 415.357.4300  
Fax: 415.357.4301



1 Q. It's your testimony that the water levels  
2 were rising in the manholes in the  
3 Woodland-College-Goodhill capacity improvement project  
4 before the December 17th rain event, correct?

5 MR. DOMINGUE: Objection, leading.

6 THE WITNESS: Correct, yes.

7 MR. MOORE: Q. Now, if you look at Exhibit  
8 No. 108 -- actually, before I ask that, I'd like to ask  
9 something else: In looking at Exhibit No. 108, it  
10 appears that they actually did get the pump station up  
11 and running at some point in time, and I believe it's  
12 your understanding that they did; is that correct?

13 A. It is, but this is hearsay to me because I'm  
14 not a witness to it being on or off.

15 Q. There are many exceptions to the hearsay  
16 rule -- testimony during deposition being one of them --  
17 but I appreciate you pointing that out.

18 A. It's what I heard.

19 Q. Do you know why it took the district between  
20 December 17th, when these SSOs were first recognized,  
21 and sometime on the early, early morning of  
22 December 19th or late, late December 18th to have the  
23 pump station turned on?

24 MR. DOMINGUE: Objection, calls for  
25 speculation.

1 MR. BRADLEY: Don't speculate. Answer only  
2 if you know from personal knowledge.

3 THE WITNESS: I don't know.

4 MR. MOORE: Q. Now, if you look at Exhibit  
5 No. 108, second-to-last sentence says, As we all know,  
6 the root cause of this was having the pump station  
7 turned off, do you see that sentence?

8 A. Yes.

9 Q. Is that an accurate statement?

10 A. Yes.

11 MR. DOMINGUE: I'm going to object that that  
12 calls for speculation and lacks foundation.

13 MR. MOORE: Q. So I'd like you to now look  
14 at what was previously marked as Exhibit 118.

15 A. (Witness complies.)

16 Q. And take a moment to look at this, but what  
17 I'd like you to do is go to the second page, which is  
18 Bates stamped NUTE 006481.

19 MR. DOMINGUE: I'm sorry. What was the  
20 number?

21 MR. MOORE: Exhibit No. 118.

22 THE WITNESS: (Witness reviews document.)

23 MR. MOORE: Q. If you go to the next page  
24 of that exhibit and you go to the bottom e-mail trail,  
25 you'll see it's from Randell Ishii to Steve Moore, and

1 it's dated January 18, 2011, at 9:10 p.m. It starts by  
2 saying, Steve, I met with Brett Richards, my general  
3 manager, on various matters. One of the topics we  
4 discussed was the hydraulics of the gravity sewer system  
5 along Stadium Way and along Corte Madera Creek north of  
6 PS 15, Kentfield pump station. There's the 30-inch  
7 gravity bypass trunk sewer along the east side of the  
8 creek that flows to PS 13, Greenbrae pump station; a  
9 total length of 6,450 feet.

10 Do you see that?

11 A. Yes.

12 Q. You'll see on the next page that was from  
13 Mr. Randell Ishii?

14 A. Yes.

15 Q. Now, if you look at the response, it's a  
16 response from Mr. Nute. Mr. Nute says, Mr. Moore --  
17 Steve Moore -- is on vacation this week; do you see  
18 that?

19 A. Yes.

20 Q. And that's true; you were on vacation when  
21 this came in?

22 A. That's correct.

23 Q. But it was your standard, or company's  
24 practice, that your colleagues were monitoring your  
25 e-mail for things of importance like this, correct?

1 A. That's correct.

2 Q. And that's what happened here. Mr. Nute  
3 monitoring your e-mail actually responds within -- 9:10  
4 to 9:37 -- 27 minutes he gets a response.

5 MR. DOMINGUE: Objection, calls for  
6 speculation.

7 THE WITNESS: Yes. I'll note that Ed Nute  
8 was CC'd on the original e-mail to me while I was on  
9 vacation.

10 MR. MOORE: Q. Very good, but he didn't let  
11 it go off into the ether; he did respond?

12 MR. DOMINGUE: Objection.

13 THE WITNESS: That's right.

14 MR. MOORE: Q. Now, it says here, Mr. Ishii  
15 discussed the topic of hydraulics with Mr. Richards; in  
16 particular, the hydraulics of the sewer system along  
17 Stadium Way, Corte Madera Creek and the 30-inch gravity  
18 bypass trunk sewer.

19 Did Mr. Ishii, at any time prior to  
20 December 17th, 2010, seek information from Nute  
21 Engineering regarding the hydraulics of the 30-inch  
22 gravity bypass trunk sewer?

23 MR. DOMINGUE: Objection, calls for  
24 speculation.

25 THE WITNESS: No.

1 MR. MOORE: (Counsel reviews documents.)

2 Q. Now I'd like you to look at Exhibit No. 134.

3 A. (Witness complies.)

4 Q. You'll see that this is an e-mail chain.

5 It's Bates stamped NUTE 004446, and it's an e-mail from

6 W. Edward Nute -- dated December 20, 2010 -- to an

7 M. Wilson, Pippin Cavagnaro and Steve Moore; do you see

8 that?

9 A. Yes.

10 Q. And do you recall receiving this e-mail on

11 or about December 20th?

12 MR. DOMINGUE: For some reason, our exhibit

13 binders are missing 128 through 158. I don't know where

14 they are, so I maybe need your help at a break or

15 something, or peek over your shoulder.

16 MR. MOORE: You can peek over my shoulder.

17 MR. DOMINGUE: (Counsel reviews document.)

18 Got it.

19 MR. MOORE: Q. Now, the first e-mail in the

20 chain is from M. Wilson to both you and Ed. It says, I

21 heard a voice mail on my cell phone today from Randell

22 Ishii that the siphon box at Woodland School overflowed

23 on Saturday midday. As we all know, the pump station

24 has been shut down throughout their project at

25 Kentfield. Did anyone else get that message?

1 Do you see that? Do you know whether or not  
2 you received any message from Mr. Ishii on Saturday  
3 midday?

4 A. Yes.

5 Q. And did Mr. Ishii -- was it basically the  
6 same message that has been described here by Mr. Wilson?

7 A. Not exactly.

8 Q. And what was your message -- the message  
9 Mr. Ishii left for you? What was the contents?

10 A. Mr. Ishii left a message for me on Saturday  
11 that there was an overflow on our project; that is, the  
12 Woodland project. He did not, to my recollection,  
13 identify the siphon box.

14 Q. Now, when the next sentence -- response from  
15 Ed says, Operation of the siphon box on the west side of  
16 Corte Madera Creek depends on operation of the Kentfield  
17 pump station; do you see that sentence?

18 A. Yes.

19 Q. Is that an accurate statement?

20 MR. DOMINGUE: Objection, calls for  
21 speculation.

22 THE WITNESS: Yes.

23 MR. MOORE: Q. I'd like you to look at  
24 Exhibit No. 136.

25 A. (Witness complies.)

1 Q. This is an e-mail dated December 22nd, 2010,  
2 from Steve Moore to Randell Ishii. It's Bates stamped  
3 NUTE 000896.

4 Have you seen this document before?

5 A. Yes.

6 Q. Are you the author of this document?

7 A. Yes.

8 Q. Do you recall sending this document to  
9 Mr. Ishii?

10 A. Yes.

11 Q. Now, the very first sentence says, As you  
12 know, here at Nute we are always ready to assist the  
13 district in the most efficient manner possible.

14 Why did you start the e-mail with that  
15 sentence?

16 A. This e-mail is written after -- immediately  
17 after receiving a phone call from Mr. Ishii that was  
18 accusatory toward the Woodland project as having caused  
19 overflows. We had a discussion, and he interrupted me  
20 and said, I don't want to talk about that. I want  
21 solutions.

22 And I understood that as, you know, he is my  
23 client, and so I thought about ways to solve the  
24 problems they were experiencing, and I wrote this  
25 e-mail.

1 Q. Now, the next sentence says, The solution to  
2 your current overflow challenge is to get the Kentfield  
3 pump station up and running; is that right?

4 A. Yes.

5 Q. And is that an accurate statement as you sit  
6 here today?

7 MR. DOMINGUE: Objection, calls for  
8 speculation.

9 THE WITNESS: I would say yes.

10 MR. MOORE: Q. Now, the very last sentence  
11 in this e-mail says, Please refer engineering design  
12 questions to Brown & Caldwell, the engineer the district  
13 selected to design the force main.

14 What is that a reference to?

15 A. There were two projects being managed by the  
16 district concurrently. One was the major gravity sewer  
17 project that Nute Engineering was helping with, and the  
18 other was a major force-main rehabilitation project that  
19 Brown & Caldwell was helping with.

20 Q. And the Brown & Caldwell project is the  
21 one -- withdraw that question.

22 Right before that sentence, there is a  
23 sentence that says, This issue has nothing to do with  
24 Woodland-College-Goodhill; do you see that?

25 A. Yes.



1 Q. Is that an accurate statement?

2 MR. DOMINGUE: Objection, calls for  
3 speculation.

4 THE WITNESS: Yes.

5 MR. MOORE: (Counsel reviews documents.)

6 Q. I'd like you to look at Exhibit No. 119.  
7 You'll see 119 is a photograph. I don't expect you to  
8 have seen this photograph before; have you?

9 A. I have not seen this photograph.

10 Q. But, generally, do you know what that is a  
11 photograph of?

12 A. Yes.

13 Q. What is that a photograph of?

14 A. Of several nails held together as you would  
15 see in any hardware store or contractor's equipment.

16 Q. Now, it's true, isn't it, that you were the  
17 design engineer -- one of the design engineers for the  
18 Woodland-College-Goodhill capacity improvement project;  
19 is that correct?

20 A. Yes.

21 Q. In that role as design engineer, you  
22 analyzed the capacity of the sewer system in that  
23 project, correct?

24 A. Correct.

25 Q. Do you have an understanding as to whether

1 or not nails, in the configuration as shown in Exhibit  
2 No. 119, could block the flows in any of the sewers  
3 contained within the Woodland-College-Goodhill capacity  
4 improvement project?

5 MR. DOMINGUE: Objection. Calls for  
6 speculation, calls for expert opinion.

7 MR. BRADLEY: Join.

8 You can answer.

9 THE WITNESS: There are 6-inch and 8-inch  
10 sewers in the capacity improvement project that could be  
11 blocked by an object like this if in concert with other  
12 objects.

13 MR. MOORE: Q. Now, what about for the  
14 larger lines; say, the 30-inch lines? Could an object  
15 like that depicted in Exhibit 119 block the flow in the  
16 30-inch lines?

17 MR. DOMINGUE: Same objections. Incomplete  
18 hypothetical is another objection.

19 THE WITNESS: I'm not an expert witness. I  
20 don't believe it could block a sewer of that size.

21 MR. MOORE: Q. What about an 18-inch  
22 siphon? Do you think an item such as that depicted in  
23 Exhibit 119 could block an 18-inch siphon?

24 MR. BRADLEY: Same three objections.

25 THE WITNESS: I don't think it could.

1 MR. MOORE: Q. One of the allegations by  
2 the district is that that nail cartridge is the reason  
3 why these SSOs occurred. I'm just trying to get my mind  
4 around how that could conceivably create a blockage  
5 large enough to create these SSOs.

6 As you sit here today, given your  
7 familiarity with this system, can you think of any  
8 conceivable way in which the item depicted in  
9 Exhibit 119 could have caused the SSOs on either  
10 December 17th, 2010, or December 22nd, 2010?

11 MR. BRADLEY: Calls for speculation, calls  
12 for expert opinion.

13 You can answer.

14 MR. DOMINGUE: Wait. I want to add to that.  
15 Assume facts not in evidence, incomplete hypothetical  
16 objection. Compound.

17 THE WITNESS: I don't think it's possible  
18 for this item to block sewers of that size.

19 MR. MOORE: Q. Exhibit No. 137 -- please  
20 look at Exhibit No. 137.

21 A. (Witness reviews document.)

22 Q. Exhibit No. 137 is an e-mail chain. It's  
23 Bates stamped NUTE 004445. If you look at the very  
24 first e-mail in that chain at the bottom of the page,  
25 it's from you, Mr. Steve Moore, to Randell Ishii; dated

1 December 22nd, 2010.

2 Do you see that?

3 A. Yes.

4 Q. It's, Subject: More solutions?

5 A. Yes.

6 Q. Now, it says, Immediate short-term  
7 solutions, and there's a No. 1. It says, Vactor at  
8 Berens, slash, Sherwood MH, known low point, truck water  
9 out.

10 What does that mean?

11 A. Following on to another question you had  
12 about that e-mail in response to a phone conversation  
13 with Randell Ishii, Randell Ishii said to me "I want  
14 solutions" very emphatically, and I was getting to work  
15 on that and -- this is a couple hours later -- and I had  
16 consulted with other engineers at Nute Engineering  
17 because this was an urgent situation with overflow  
18 occurring. In good faith, I wrote this e-mail as a  
19 quick bullet-point summary of what could be done.

20 The first question: There's a low point  
21 known historically where overflows first occur in this  
22 general system, and this is a place to solve the issue  
23 of overflow by working on the low point and relieving  
24 the system of excess water using trucks that can be used  
25 to take the waste water overflow to another location in

1 their system that is not overwhelmed.

2 Q. In essence, what you were doing in this  
3 e-mail is, in response to Mr. Ishii's emphatic demand  
4 that he wants solutions, you were giving him very  
5 practical real-time solutions --

6 MR. DOMINGUE: Objection, leading.

7 MR. MOORE: Q. -- correct?

8 A. That is my impression.

9 Q. So if you look at Exhibit No. 104 and you  
10 look at the photograph in No. 104 --

11 A. Yes.

12 Q. -- do you recognize that as the manhole at  
13 Berens and Sherwood?

14 A. Yes.

15 MR. DOMINGUE: Objection, leading.

16 MR. MOORE: Q. Now, I know you looked at  
17 the following exhibits -- 105, 106 and 107 -- and I know  
18 you testified you did not take those photographs, but  
19 I'm wondering if those photographs depict the district's  
20 implementation of your suggestion that they use a Vactor  
21 to relieve the water flows at Berens and Sherwood?

22 MR. DOMINGUE: Objection, calls for  
23 speculation.

24 THE WITNESS: And your question is, does it  
25 depict a reaction? It could.

1 MR. MOORE: Q. You don't know one way or  
2 the other?

3 A. I don't know one way or the other.

4 Q. If you look at Exhibit No. 105, are you able  
5 to see a Vactor? Excuse me. Exhibit No. 106.

6 A. Yes, that appears to be a truck with a tank  
7 where water or waste water would go. It's hard to see.

8 Q. It's your understanding that there's a  
9 siphon that runs underneath Corte Madera Creek, correct?

10 A. Correct.

11 Q. Do you know whether or not the manhole at  
12 Berens and Sherwood is upstream or downstream from the  
13 siphon underneath Corte Madera Creek?

14 A. It is downstream of the siphon at Corte  
15 Madera Creek.

16 MR. BRADLEY: Vague and ambiguous as to what  
17 we're referring to; the sewer line or the creek with  
18 respect to upstream or downstream. That was an issue  
19 that came up.

20 MR. MOORE: It's not the flow in creek that  
21 was perpendicular to that, but it would be the flow --

22 Q. When I talk about upstream or downstream,  
23 I'm talking about the flow within the sewer system; do  
24 you understand that?

25 A. Yes. And with respect to the siphon, the

1 Woodland-College-Goodhill capacity improvement project  
2 is upstream in the system of the siphon, and the manhole  
3 at Berens and Sherwood is downstream of the siphon  
4 within the sewer system.

5 Q. Is there any significance to Nute  
6 Engineering's documenting an SSO in a downstream manhole  
7 as opposed to SSOs in upstream manholes?

8 A. Yes.

9 Q. What is that significance?

10 A. This whole sewer system in this area is  
11 flat. It's like a bathtub. In wet weather -- you know,  
12 a bathtub has two drains. There's the low drain and the  
13 high drain. The siphon is just a connection within the  
14 bathtub, if it's functioning properly; it's not a  
15 separate bathtub. It doesn't connect two bathtubs.  
16 It's one bathtub.

17 And if the Kentfield pump station is  
18 running, your bathtub has a lower drain that's  
19 functioning. If the Kentfield pump station is not  
20 running, you have a bathtub with the high drain  
21 functioning to the Greenbrae pump station. It will  
22 drain, but -- if you have normal waste water flow  
23 through the faucet in the tub, it will drain through  
24 that high drain.

25 If you put 10 faucets in the tub, which is

1 what happens when it rains in Kentfield, there's not  
2 very much room before the bathtub will overflow. The  
3 siphon does not -- it's located within the bathtub.

4 MR. MOORE: Off the record.

5 (Discussion held off the record.)

6 MR. MOORE: Back on the record.

7 THE WITNESS: So bringing that discussion  
8 back to your question about that manhole is, if there  
9 was a blockage in the siphon that was restricting flow,  
10 then there should not have been an overflow at that  
11 manhole because that would have made a separation within  
12 the bathtub.

13 MR. MOORE: Q. Good. Now, I'd like you to  
14 look at Exhibit No. 3, and, in particular, I'd like you  
15 to look at Sheet 7 of 29 on Exhibit No. 3.

16 A. (Witness complies.)

17 Q. You'll see, both in plan and in the  
18 elevation, there are a couple of manholes. There's a  
19 Station A2+38. There's a Station A1 -- A10+70; do you  
20 see that?

21 A. Yes.

22 Q. Another one, Station A0+59. Are those  
23 manholes upstream or downstream of the siphon under  
24 Corte Madera Creek?

25 A. These manholes are upstream in the sewer



1 system from the siphon.

2 Q. As opposed to the manhole depicted in  
3 Exhibit No. 104 at Berens and Sherwood which is  
4 downstream, correct?

5 A. Correct.

6 Q. Do you know what the relative elevation is  
7 at the manhole at Berens and Sherwood to the manholes  
8 upstream of the Corte Madera Creek siphon?

9 A. I don't know precisely, no.

10 Q. Has Nute Engineering ever seen anything that  
11 would allow it to determine what the manhole elevations  
12 are upstream compared -- relative to downstream?

13 A. Nothing -- Nute Engineering hasn't performed  
14 a survey downstream of the siphon in recent years.

15 Q. And am I correct in assuming that, to the  
16 best of your knowledge, the district did not provide  
17 Nute Engineering with downstream manhole elevations in  
18 connection with the work Nute Engineering performed on  
19 the Woodland-College-Goodhill capacity improvement  
20 project?

21 A. To the best of my knowledge, no.

22 Q. Now, you mentioned -- well, withdraw that.

23 If you look at Exhibit No. 137, and you look  
24 at the middle e-mail exchange, it says -- from Steve  
25 Moore to Randell Ishii; dated December 22nd, 2010, at

1 3:51 p.m., it says, Randell, right now the trucks are  
2 dumping into manholes up from the dinky Bon Air and  
3 Greenbrae pump stations; do you see that?

4 A. Yes.

5 Q. That was your choice of word, "dinky"?

6 A. Yes.

7 Q. What did you mean when you used the word  
8 "dinky"?

9 A. Small, diminutive; small pumping capacity.

10 Q. Is there any significance in pointing out  
11 that the pumping capacity was small in this  
12 communication with Mr. Ishii?

13 A. Could you repeat the question?

14 Q. Is there any significance in your pointing  
15 out the capacity of this pump station was small in your  
16 communication with Mr. Ishii?

17 A. Yes.

18 Q. What was that significance?

19 A. In searching for solutions to avoid  
20 overflows, this did not appear to be the best tool in  
21 the toolbox, and it was -- by using that method, there  
22 was a possibility for further overflow.

23 Q. That was the method that the district had  
24 employed, correct?

25 MR. DOMINGUE: Objection, calls for

**In The Matter Of:**

***SANITARY DISTRICT NO. 1, et al.***

***v.***

***JMB CONSTRUCTION, INC., et al.***

---

***STEVEN MOORE- Vol. 2***

***April 24, 2012***

---

**MERRILL CORPORATION**

**LegalLink, Inc.**

135 Main Street  
4th Floor  
San Francisco, CA 94105  
Phone: 415.357.4300  
Fax: 415.357.4301

1 THE WITNESS: Yeah. And what this refers to  
2 is the resources that the design team uses to develop  
3 the plans. And so there are a number of ways we go  
4 about getting the information on the underground  
5 utilities, and in some cases, we actually have the  
6 utilities come out and mark them on the pavement. And  
7 in many cases on this particular job, they were  
8 mismarked during design leading to, you know, costly  
9 changes in the contract later on.

10 That said, the area is an older area. We  
11 mentioned earlier it was the Old Redwood Highway, so  
12 there's a lot of history there that predates our  
13 collective ability to document location of utilities.

14 MR. MOORE: Q. Now, if you turn to page 10,  
15 and you go to that first full paragraph, it says, "The  
16 downstream force-main project required shutting down the  
17 Kentfield pump station."

18 That's a reference to the Maggiora-Ghilotti  
19 project; is that correct?

20 A. That's correct.

21 Q. It says, "This pump station was built in the  
22 1960s because the existing gravity system and pump  
23 station system down McAllister Avenue was an inadequate  
24 way to carry recurrent wet-weather flows and routinely  
25 had sanitary sewer overflows (SSOs)."

1 Is that an accurate statement?

2 MR. DOMINGUE: Objection. Calls for  
3 speculation, expert opinion.

4 THE WITNESS: It's my understanding that  
5 that's accurate based on my extensive discussion with Ed  
6 Nute, who designed the Kentfield pump station.

7 MR. MOORE: Q. Now, the very next sentence  
8 says, "The Kentfield pump station plans developed by  
9 Nute Engineering specify that the pump station must be  
10 operational between September and May of every year to  
11 ensure prevention of overflows"; do you see that  
12 sentence?

13 A. Yes.

14 Q. Did you write that sentence?

15 A. Yes.

16 Q. Have you actually seen design drawings of  
17 the Kentfield pump station that specify that the pump  
18 station has to be operational between September and May  
19 in order to prevention of overflows?

20 A. Yes.

21 Q. So that's an accurate statement?

22 A. Yes.

23 Q. Now, the very next sentence says, "Because  
24 of this sensitivity, the contract documents indicated  
25 that the pump station would be brought back online by

## **EXHIBIT “D”**

**SANITARY DISTRICT NO. 1 OF MARIN COUNTY  
SPECIAL BOARD MEETING MINUTES**

Monday, December 6, 2010  
5:30 p.m.

2960 Kerner Blvd.  
San Rafael, CA

Members Present    Marcia Johnson, President  
                         Peter Sullivan, Secretary  
                         Patrick Guasco  
                         Pam Meigs  
                         Frank Egger

Members Absent:    None

Staff Present:        Brett Richards, General Manager  
                         John Clark, Chief of Operations  
                         Wendy Miller, Business Manager  
                         Randell Ishii, District Engineer  
                         Elena Hastings, Administrative Assistant  
                         Security Guard

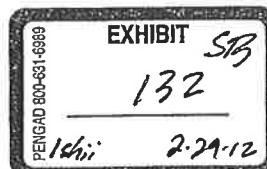
Public Present:      There were no names on the attendance sheet. There was one (1)  
                                 additional member of the public present.

**Item #1-ORDER**    The meeting was called to order by President Johnson at 5:30 p.m. President Johnson then led the Pledge of Allegiance. Roll call was taken and a quorum was present.

**Item #2-APPROVAL OF AGENDA**    General Manager Richards said that Director Meigs informed him that LAFCO was going to be discussing AB 1232, and their meeting agenda included a "staff briefing on continuing work with the effected southern Marin sewer districts and alternatives for the implementation of AB 1232." Mr. Richards noted that he has been meeting with Peter Banning about once a month or every six weeks and they have a good relationship. At their last meeting, Mr. Banning told him that LAFCO was nearing the end of the one year that was written into AB 1232 and is now beginning to discuss how to *force* the implementation of AB 1232 in southern Marin.

Mr. Richards noted that on November 2 the Marin County Board of Supervisors had invited the District to give them updates on how we're doing. So we're taking copies of our municipal sewer and water story to the Board of Supervisors meeting tomorrow with a very nice cover letter that concludes by telling them about our pipe-bursting demonstration for civic leaders, town council members and members of the media. We'll probably invite Senator Leno, Assemblyman Huffman and people like that. He clarified that the demonstration would take place sometime after the holidays. We'd like to do it during the slow season when we're not ramped up for full production in the spring and summer.

16.5



RV003856

Mr. Richards reported that the District is going to be in a Regional 2011 Environmental calendar for the month of April, which is Earth month. There will be a photo of Ross Valley and information about RVSD, including our mission statement and lateral grant program. He will distribute copies of the calendar when they become available.

M/S Sullivan/Guasco to approve the Agenda as submitted. The motion carried unanimously.

**Item #3-OPEN TIME FOR COMMENTS FROM THE PUBLIC** There were no comments from the public.

**Item #4-CONSIDERATION OF ADOPTING RESOLUTION NO. 10-1398 TO PERFORM AN EMERGENCY REPAIR ON THE SEGMENT OF THE KENTFIELD FORCE MAIN, FROM CORTE REAL TO THE KENTFIELD PUMP STATION: RVSD PS 15** General Manager Richards had a whiteboard showing the four possible alignments for the Kentfield force main. He noted that this information was presented to the Board years ago and before he arrived. He briefly described each alignment and explained the reasoning behind last year's decision to change the original alignment to its present location. He discussed the results of this year's work done in servicing the pipes and emphasized that this resulted in a significant gain in capacity in the 30-inch gravity bypass line. Mr. Richards then outlined the work that would be done over the span of two seasons and the timeline involved. He also noted that this year there were *three* pipe ruptures in the Techite forcemain pipe that had to be repaired.

Mr. Richards pointed out that when the pre-engineering occurred, there was consideration that once the Techite was depressurized and work began, there *may be* subsequent problems. In response to a question from Director Sullivan about the depressure-repressure process increasing the risk to the Techite pipe, Mr. Richards explained that there are several contributing factors. We can *definitely* say that depressurizing and repressurizing it compromises the stability of the pipe. There may be other contributing factors but nothing we can point our finger to or say emphatically. He further clarified for Directors Meigs and Guasco the kind of pressure we're talking about here. He also acknowledged that our pumps are in place and are ready to go, and the reason we don't use maximum capacity is because of the Techite.

Mr. Richards gave a 12-slide presentation, which is attached at the end of these minutes.

SLIDE 1 The Kentfield Force Main Project is the largest project the District will perform probably in the next 20-30 years. The next big, project will be the force main in Sir Francis Drake from Highway 101 to the junction at CMSA. There's still a lot of life left on that but that will be a very, very big project several decades down the road. This current project is scheduled to be approximately \$6.5 million. Originally this project was looking like a \$9 million project. And it was one of the *changes* to the berm and some real sharp engineering on our engineers' part—Charlie Joyce and Randell Ishii—that brought the price down. The total footage is about 7,455 linear feet. Under the Consent Decree we have an in lieu equivalent of spending, and because of the high dollars of this project, it represents about 23,640 linear feet of pipe, counting in lieu. Mr. Richards clarified that we get credit for \$1.4 million equaling 1 mile of pipe. He commented that there's a press release ready to go out if the Board votes affirmatively tonight on staff's recommendation.

RV003857



SLIDE 2 *Techite Pipe* This is an example of a section of our Techite pipe. The pipe has proven to be a problem industry wide. There have been numerous lawsuits throughout the nation. It was a state-of-the-art product at the time and it deteriorated quickly. Our engineers anticipated these issues. They were speculated in the minutes and in staff reports previously, and we knew when we depressurized that there could be problems.

Mr. Richards noted for the record that the word "Techite" would be added before the word "pipe" on this slide and anywhere else in the presentation where it's relevant.

SLIDE 3 We were on schedule to finish the project in December 2010. The first break occurred when work was being performed to support the new pipe in the berm. The cost was somewhere around approximately \$30,000 in repair costs. And there was *no* significant sewage spill. Mr. Richards clarified that this break occurred during the Berm injection process and the District is responsible for the cost.

SLIDE 4 This was the final day of work, which some of you may recognize. A significant rupture occurred. This put about 8,600 gallons of sewage in the creek. We don't know that it went there but we have to assume that it did. A lot of it was probably in the soil. Most of you got out and saw this. We spent almost four days in the field with many of your employees. The General Manager, Chief of Operations, District Engineer and Business Manager were out there. And it was 20 hours a day for about four days. The cost of the repair was about \$60,000. Mr. Richards complimented Maggiora & Ghilotti, Inc. They stepped up in a big way and we could *not* have done it without them. It was beautiful teamwork from an operations perspective.

SLIDE 5 On November 29, 2010 the Techite failed a third time in the Corte Madera Creek berm. There was about a 5 gallon SSO. New pipe segments that have gone in have increased stress on *older* sections of the Techite pipe. It's created more pressure. Repair costs at this point are escalating. This third rupture has *not been repaired*. That's why we're here tonight. We need your leadership on this one. Risks of a sewer overflow into the Corte Madera Creek are increasing now with our third pipe failure.

SLIDE 6 Additional failures at this point, we're comfortable saying, are likely. We debated putting the word "highly" in there. Given that we've had three ruptures of the pipe, Mr. Richards thinks it's highly likely that you should expect future failures if we don't make a permanent repair. We have two options. One, we can continue to perform spot repairs, which we've done *twice*, and which is what we will do tonight if you *don't* choose our recommendation. Two, we can slipline the remaining force main pipe.

Mr. Richards explained the process of sliplining. We'll fuse 50-foot sticks of HDPE above ground. Then we'll pull them on one end and push them behind and through the old Techite pipe; we'll sleeve it. There will be no open trenching. There will be about four to six staging holes where they'll need to dig a hole or a pit to push and pull the pipe. The holes will then be filled in.

SLIDE 7 *Solving the Problem* Your Board has the prerogative as a state agency to proclaim this as an emergency and authorize us to make a change order to the existing contract and get this done at this time. The state authority that allows you to do that, to supersede local

jurisdictions, is Government Code 53091.

Mr. Richards clarified that he did meet with the City Manager of Larkspur this morning. He wanted the City Manager to hear it first from Mr. Richards before it went public. Mr. Richards asked him if he would consider going before his city council and declaring a state of emergency as a city and partnering with us with no financial liability and no resource commitment at all. If this happened, the District's January 2011 newsletter would have an article about it. This was a political move to show support and would enable us as a *team* to have more rights. They don't *need* to do that. In fact, they have no city council meetings throughout the rest of the year. But the City Manager said he would talk to his president and his board, and if they're willing to meet, he would consider supporting this and they'd talk about it.

Mr. Richards explained that we're not accelerating Segment 2; work will still need to be done next year. He also clarified that sliplining counts as new pipe but it's an emergency solution to a catastrophic situation. Our *ultimate* solution next year includes much more work. And because this is an emergency time and materials contract, *no contractor* would put a quote. If we backed them into a corner and *made* them give us a quote, it would be a very *high* quote to protect *them* because they don't know what obstacles may lie in their way. However, we expect to save money and we're fairly confident at this point that *this project this year* should come in under \$1.5 million. That's important because the work that will be left for next year is about \$1.5 million. He noted that the Segment 2 work is budgeted to cost \$4 million. So if we come in under \$1.5 million this year and we spend \$1.5 million next year, we will have saved \$1 million on the Segment 2 work for this capital project—in addition to the earlier savings from switching.

There was a brief discussion regarding the number of feet of sliplining involved and the number and location of pits that would be involved.

Director Sullivan received confirmation that the size of the new pipe we're putting in is smaller than the Techite pipe and much smaller than the pipe we've already put in. And yet it has the same flow factor? he asked. Charlie Joyce explained that it's partly because of the pressure. He explained that an interim condition here this winter is that using the 30-inch diameter pipe in the berm and using a 32-inch diameter pipe in this portion of South Eliseo will give us about 27 million gallon a day of flow. If we have a major event like the 2005 storm or something like that, the bypass would carry any additional flow that we needed. He clarified for President Johnson that the maximum for both of them is about 35 million gallons a day, which is a lot, and which is basically what the peak is right now at the pump station if we were able to pump everything. Mr. Joyce clarified for Director Guasco and President Johnson that in Segment 2 in this next year we're putting in another 30-inch diameter line in the berm all the way up to the pump station. And with *that*, we'll get over 40 million gallons a day flow, which is about 1 million gallons a day net gain over what was originally planned.

Director Sullivan observed that the resistance inside the pipe changes in proportion to the radius. Mr. Joyce said that we've been running the hydraulics to check that to make sure the equivalent area is sufficient to handle the flow with the pump curves that we have.

There was a brief discussion of the advantages to having two lines running in parallel in the

berm as opposed to one big pipe, once the Segment 2 work is complete next year.

Mr. Joyce clarified for Board members that people are projecting 50-100 years of service for the polyethylene pipe going in the ground. And while it's not a green pipe, what's great about it going into the berm is that the District has very poor soils beneath the berm. And having something that's almost the same density as water, makes it very neutral. If we went in with a heavy pipe like a concrete product or even a steel pipe, we'd have to do *a lot more* foundation work for stabilizing, and the pipe would probably end up sinking—primarily due to its weight.

President Johnson asked about the storm over the past weekend and wondered if all of the rain put us in any kind of issue with this whole scenario. Or are we just watching it very carefully? she asked. Mr. Richards said we are watching the entire project very carefully. And once the breaks started happening, we're staying very close to it. The Chief of Operations and District Engineer have been out there almost every day. President Johnson then wanted to know how many inches of rain in a day would equal a point where there would be an impact on this fragile situation where we're doing this work right now and sending stuff through an alternate route. Mr. Richards said that characteristic doesn't help us here because the rainfall is not the factor that causes us a crisis. It's the saturation of the ground and the I/I or the inflow and infiltration. So we can take *large deluges spaced out* and we don't run into a crisis. We can take very low amounts for a long time and we don't run into a crisis. So it's not only the *volume* of rainfall, it's the *longevity* of the rainfall and then the volume; and it's the I/I problem upstream, which we're trying to solve as well.

President Johnson said she knows we're more vulnerable during the tenure of doing this project and it would be from that kind of ongoing repeated rain events with little relief in between that kept the soil supersaturated. This could cause us dire consequences. She wanted to know what those consequences would be. Mr. Richards said that is the key of the decision and he'll return to it once he finishes going through a few more slides.

**SLIDE 8 Risks: Spot Repair** With a spot repair, which is what we've done twice and what we *can* do, the unrepaired Techite pipe is weaker than the new pipe and may continue to fail. That's what's happening. And we have the environmental threat to Corte Madera Creek and Creekside Park when the pipe just unpredictably ruptures and bursts. And we have a large potential to incur regional fines if we have an SSO, a Sanitary Sewer Overflow. Regarding President Johnson's question, these spot failures we've had have not been the result of high flows and high pressure. They've been a result of pipe failures strictly. If we put 40 million gallons a day through this pipe and it ruptures because of the pressure and it happens to rupture in the berm, 40 million gallons a day is going to go into the creek or Creekside Park, or it's going to wash out the berm, or it's going to be very, very bad; and it will be unpredictable. And because it's happened three times, you should assume it can, and probably will, happen again.

President Johnson clarified that if we've been warned three times and we fail to act and repair it, we would be *more* liable than if we actually had an SSO during the construction. Mr. Richards agreed with this assessment. The third pipe failure occurred in the middle of a sunny day and there was low flow; the spill was about 5 gallons. Mr. Joyce commented that we literally caught it shortly after it came up through the berm. He clarified for President

Johnson that when a Techite pipe ruptures it's a catastrophic rupture.

SLIDE 9 *Benefits: Spot Repair* Mr. Richards said that the benefit of a spot repair is dollars and cents. Not total dollars and cents but short-term dollars and cents. If we make a spot repair, we will spend less money this calendar year.

SLIDE 10 *Risks: Emergency Total Replacement* The risks with the total emergency replacement are exactly what Director Johnson was pointing out. We have high wet weather flows that may exceed the capacity of the bypass pipeline risking an SSO. And probably the first place we would begin to see some of that would be the McAllister area. And if we have a hundred-year event and it really came down and we *could not* get the pipe fixed even temporarily, then the second place we would probably start seeing an SSO would be in Larkspur.

President Johnson asked what our backup plan would be. Mr. Richards said that Gary Ghilotti, who is working with us, said he is looking at a temporary repair coupling so if we know a storm event is coming, we finish up the work on hand, put a temporary coupling on it, and connect whatever amount of pipe we've pulled to the Techite to get that force main working. That is speculative but it worked the last time we did it. So we have a history. And we'll button it up for the rainstorm. As soon as the rainstorm is over, we'll take it back out and finish the construction.

Director Sullivan pointed out that we're going from 30 to 40 inches on the coupling. Mr. Joyce said he had the details on that from them today, we've reviewed them and gotten comments on them. So it's sound. He clarified for President Johnson that the pressure in this case has more to do with the hill on South Eliseo and other pump stations in the system than Pump Station 15 itself. President Johnson said we basically wouldn't have any higher risk than we have right now by doing that coupling solution. Mr. Joyce said that what we actually did in the big rain storm when we brought Pump Station 15 back on line, we brought it up very slowly and controlled, we monitored the pressures, and first were able to use the dry weather pump, and then we switched over to one of the wet weather pumps. So the gravity bypass line is still flowing and carrying a lot of water, but the pump station was starting to also contribute and carry the flow so we ended up splitting the flow.

SLIDE 11 *Benefits: Emergency Total Repair* Mr. Richards said it really looks like this unfortunate situation may lower that overall cost of the Kentfield Force Main Project by about \$1 million, maybe a little more or less from our projected budgeted costs.

President Johnson asked if we could be criticized because we didn't consider this alternative to begin with. Mr. Richards said what's *making* this an alternative is the potential catastrophe. We couldn't have done this with permitting and so forth. Gary thinks he can get it done right after New Year, which would only be three to three and a half weeks. Mr. Richards thinks it will take a little longer than that. By going ahead and sliplining the Techite and making the full repair, overall and from a big picture of the *entire* rainy season, which goes well into the spring here in the Ross Valley, we're reducing our overall chances of a catastrophe. And as a result of that, we're significantly reducing our exposure with the regulators.

SLIDE 12 *Conclusion and Recommendation* Our recommendation is that we make the full

repair.

Mr. Richards clarified for President Johnson that he didn't want to put the cost in writing because it's time and materials. And if you make a contractor bid on an emergency repair, they'll bid it very high to cover unknowns. There's no time to plan. This is kind of field engineering and really the fun stuff for people in the business. The work schedule is going to be 12 hours a day unless otherwise needed. He briefly described additional details of how the repair project would be handled.

President Johnson commented that we can't afford to be at risk at this level. It's just too dangerous for the environment. The repair is also a major undertaking and she would like to see a video or photo or some information on the District's website about it and how the District responds in an emergency.

Director Egger wanted to know if the emergency repair can be integrated into the system of new pipes or would it have to be eventually taken out of the ground. Mr. Richards said that the second of the two repairs is where the proposed work will begin. The first of the two repairs and the current failure will be redone with this work. Mr. Joyce clarified that the District will have those materials to keep on hand in case there's another pipe failure.

In response to President Johnson's question about costs, Mr. Richards clarified that Ghilotti will drop the admin service charge that goes on every bill and one other charge.

Mr. Joyce clarified that the only remaining Techite pipe in need of replacement is a 36-inch pipe of about 3,000 feet, that was put in the ground in the early 1970s, and that runs from South Eliseo to Sir Francis Drake and ties into the Greenbrae force main. This is a cross-connection and is normally valved off so it's not subject to as much force and pressure as the Techite pipe we're now talking about.

There was a brief discussion regarding how to soften the language of the Resolution and still retain all of the District's legal rights under Government Code 53091. Director Egger suggested adding right at the beginning that we either have or will have met with the County of Marin, and we'll have met with the City of Larkspur and have advised them fully of our proposed work. He preferred this rather than saying "we're exempt." We should indicate that we're working directly with them to avoid the impression that we're running roughshod over Larkspur and just going ahead on our own. President Johnson and Director Guasco agreed that language was needed to show that we're not just acting completely independently.

Director Egger referenced paragraph three and four of the Resolution and suggested saying, "While the City of Larkspur's Ordinances and Resolution do not apply to this emergency repair, staff will be meeting with the city manager and fully informing the Larkspur City Council of the proposed work that will occur."

There was a brief discussion of exactly where in the Resolution to put the dollar amount (\$1.5 million) and what that dollar amount should be. Mr. Richards suggested language reading, "WHEREAS the current estimate construction cost is projected not to exceed \$1.5 million, staff will not expend more than that without informing the Board beforehand." While staff tracks costs very closely, he doesn't know if that will fly legally. We need a legal opinion on

this.

Director Sullivan pointed out that the Board had already voted on an upper limit of \$4 million as what we would spend on this and we *know* it's going to be less than that. Director Meigs said it should be reflected in the Resolution that the \$4 million has already been authorized. Director Eggers said it's smart to have a cap on the amount, especially since the District is under such scrutiny right now.

President Johnson suggested adding language saying, "WHEREAS the entire Kentfield Force Main Project has a capital expenditure budget of X million dollars." This is something that's already been approved and we do not plan to spend more than that, including this emergency repair. Director Sullivan agreed that some budget numbers should be included.

Mr. Richards said it's important to differentiate between Segment 1A and Segment 2, and to define that this work falls under the portion of Segment 2, which was budgeted at \$4 million. We'll get legal direction on this.

Director Guasco said the only thing that worries him about this project is not necessarily the spending of money. It's what can happen in a seriously heavy wet weather event during the process of this repair. There's nothing he heard here that makes him feel any better about that because the weather is unpredictable. And the costs could be absolutely unbelievably over the top if there's a disaster out there because of the combination of a wet weather event and us in the middle of this project.

Mr. Richards said that the strongest key to the total cost of this project is the speed with which we start and the speed with which we finish. He was confident that he could communicate to legal counsel the message Board members were asking about, and he's confident that the lawyers will either craft something that meets staff's requirements or they will tell him they can't. He didn't see any reason why we couldn't identify that there are two segments and identify the capital funding that's already been approved. Mr. Richards would also bring the amended Resolution back as an information item.

After a lengthy discussion, M/S Guasco/Sullivan to adopt Resolution No. 10-1398 to Perform an Emergency Repair on the Segment of the Kentfield Force Main, from Corte Real to the Kentfield Pump Station: RVSD PS 15, using the existing contractor Maggiora & Ghilotti, Inc. to complete the work by a change order on a time and material basis, with the caveats discussed by Directors Meigs and Egger, and subject to legal review. Roll call vote; Ayes: Egger, Guasco, Johnson, Meigs, Sullivan; Noes: None; Absent: None; Abstain: None. The motion carried unanimously.

**Item #5-ADJOURN** The Board adjourned at 7:40 p.m.

---

Peter Wm. Sullivan,  
Secretary of the Board

RV003863

## **EXHIBIT “E”**

**SANITARY DISTRICT NO. 1 OF MARIN COUNTY  
REGULAR BOARD MEETING MINUTES**

Wednesday, 26 January, 2011  
6:45 p.m.

School District Board Meeting Room  
750 College Avenue  
Kentfield, CA

Members Present: Marcia Johnson, President  
Peter Sullivan, Secretary  
Patrick Guasco  
Pam Meigs  
Frank Egger

Members Absent: None

Staff Present: Brett Richards, General Manager  
Jolie Houston, District Counsel  
Wendy Martin-Miller, Business Manager  
John Clark, Chief of Operations  
Randell Ishii, District Engineer  
Elena Hastings, Administrative Assistant to GM  
Sasha Amiri, Administrative Assistant  
Eva Waskell, Recording Secretary  
ADSI Security Guard

Public Present: There were no names on the attendance sheet. However, there were nine (9) additional members of the public present.

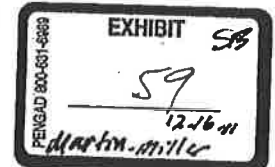
**Item #1-ORDER** The meeting was called to order by President Johnson at 6:50 p.m. President Johnson then led the Pledge of Allegiance. Roll call was taken and a quorum was present.

**Item #2-APPROVAL OF AGENDA** General Manager Richards asked that Item 16 be moved forward to right after the Consent Calendar and become Item 5.1. Item 5 would then become Item 5.2. He noted that there was a new package of material for informational Item 5.1 that contained substantially the same information as that in the Board packet and also more information that staff was unable to submit by the deadline for the preparation of the agenda. There were new packages for all Board members and members of the press and the public.

M/S Guasco/Sullivan to approve the Agenda as amended. The motion carried unanimously.

**Item #3-OPEN TIME FOR COMMENTS FROM THE PUBLIC** There were no comments from the public.

**Item #4-CONSENT CALENDAR** The Board reviewed the Consent Calendar:





- a) Approve the Regular Meeting Minutes of November 30, 2010
- b) Approve the Special Meeting Minutes of December 6, 2010
- c) Accept Interim Financial Statements – December 2010

Director Egger pulled Item 4a from the Consent Calendar and made minor corrections on pages 10 and 11.

M/S Guasco/Sullivan to approve Items 4a, 4b and 4c on the Consent Calendar. The motion carried unanimously.

**Item #5.1-REVIEW AND DISCUSSION OF EMERGENCY EVENTS BETWEEN DECEMBER 17, 2010 AND DECEMBER 24, 2010: CAUSE, RESPONSE, NOTIFICATIONS, REGULATORY INVOLVEMENT, FOLLOW-UP, AND PRELIMINARY EVALUATION**

General Manager Richards reviewed the staff report and reviewed the events related to the sewer spills that occurred late night December 17, early morning December 18, and late morning December 22, 2010. He noted that staff added a couple of very important things to the new informational package. There was a 2-page timeline (Attachments L-a and L-b), which makes the staff report narrative easier to read visually.

There was also a diagram or flowchart (Attachment M) showing the entities that were notified about the December emergency events. Mr. Richards said it was unfortunate that it was reported otherwise, but in fact the District *did* call the Office of Emergency Services (OES) the evening of December 17 and has confirmed that through OES itself. At the time of the call, OES issued the District an OES control number for the first event. OES also issued another control number on the morning of December 22 for the second event. OES *has* confirmed. Mr. Richards stated that the reason Attachment M is included is that it has unfortunately been reported that people and/or agencies or cities *weren't* notified. But the diagram clearly shows the standard operating procedure for OES, which is as follows.

Once OES has been notified, they call the office of the spill response. Their second call is to the Regional Water Quality Control Board (RWQCB), who we've usually called by that point as a part of our business processes. Director Guasco emphasized that OES calls several state, regional and local agencies *immediately*. Mr. Richards noted that the District had three separate individuals call OES and ask them for their procedures, and we got the same answer three times on three separate occasions. OES immediately calls the RWQCB, who may or may not have heard from us yet, depending on the urgency of the spill. If it's during normal working hours, they call the *county* where the spill occurred. In this case, OES would have called the Marin County Health Department. If it's after hours and the county is not open, OES will call the sheriff's office in the county of the spill, which in this case would be the Marin County Sheriff's Office. And either through the Sheriff's Office after hours or through the Marin County Health Department during normal working hours, the following entities are then contacted by OES: the County Environmental Health of the county where the spill occurred; the local cities that are or could be effected by the spill; the fire departments; the police stations; and the official municipalities. We were notified that OES contacted Larkspur, Corte Madera, Kentfield and Greenbrae. Mr. Richards clarified that the contact for a community may be a community association or homeowners association or any entity that's part of the emergency response system.

The fourth set of calls that OES makes is a downstream warning to Point Certified Unified Protection Agencies. If the spill is large enough, in the Bay Area OES actually contacts every single agency, city and county on the entire Bay. The fifth call OES makes is to CALEPA, which is the local representative of the USEPA. Then OES calls the US Department of Fish and Game. Their seventh call is to the US Coast Guard. Their final call is to the California Coastal Commission. In addition to the OES protocol, District staff has their own policies whereby we notify the RWQCB.

Mr. Richards said that the way the District digitally documents spills is to use CIWQS, a digital online database. After you report a spill to CIWQS, you can continuously update it as you gather more information about the spill. Once you certify the amount of the spill, you have 15 days to have your engineers crunch the numbers and certify the report. Both spill reports were certified by December 23.

Director Guasco clarified that CIWQS is the California Integrated Water Quality System, a computer system used by the RWQCB to track information about places of environmental interest. He said that the CIWQS reports and its numbers can be further refined and amended any time of the year as more is learned about a spill. Mr. Richards pointed out that CIWQS was *designed to be able to edit*.

Mr. Richards stated that under the subject of the staff report, "Review and Discussion of Emergency Events Between December 17, 2010 and December 24, 2010: Cause, Response, Notifications, Regulatory Involvement, Follow-up, and Preliminary Evaluation," and for the purposes of this staff report and any discussion that happens tonight, the word "cause" is *strictly limited to the physical components of the cause of the spill. We cannot discuss liability tonight*. Mr. Richards also cautioned that the preliminary evaluation is also with respect to hydraulics, collection system capacity, system components, issues and what we found in the pipe, where we found it in the pipe, and damage to the pipe. We can definitely address these issues but we cannot point the finger or talk about anything like that. He clarified for President Johnson that there is an ongoing investigation and the preceding advice was from District Counsel.

Mr. Richards gave a detailed explanation of Attachment N (a map of SSO 1: December 17/18, 2010) and Attachment O (a map of SSO 2: December 22/23, 2010). He described the sequence of events in the order that the District found out about them, identified who/when the District called and the control numbers given to the District, and quantified the amount of each spill and how much was recovered. (He noted that the name of a spill indicates the location of where the spill started.) He pointed out that the notification requirements are different for different categories of spills. According to OES records, they logged in the District's call at 11:35 p.m. and gave us the confirmation number 10-7583.

Mr. Richards noted that debris is found in collection systems all the time. And finding somewhat *unusual* debris *occasionally* in collection systems is not a terribly unusual phenomenon. But finding large pieces of roadway, large pieces of rubber running track, construction helmets, two by fours, and full sandbags—that is an anomaly and unexpected debris you *should not find* in your collection system. What follows is new information, he said. We were assuming that the debris we were getting at the pump station, which is *downstream* from the SSO event, and pulling out of the siphon was the primary cause of these overflows

because it was significant debris and we knew that downstream we weren't getting enough water to cause an SSO. Our Greenbrae pump station, where we were diverting the water, was *not* overwhelmed. So in our minds as operators we're thinking to ourselves, This doesn't add up. We were not having symptoms that indicated the overflow so we knew something was wrong in the pipe. We got through the crisis week and the two SSOs and cleaned up. Maggiora & Ghilotti, who did great work, got the pipe connected on Christmas Eve as promised. We then sent everybody home, with the exception of two employees who were at the pump station and near the pipe around the clock to keep an eye on things.

When we started doing our follow-up and the EPA came in and started their criminal investigation, the weather was clear and we could get cameras in the pipe. What we discovered, and *did not know* during the spill events and did not know until *after* January 1, was that directly adjacent to where the micro-tunneling pits were dug for the new 30-inch pipe—and remember that there are two parallel pipes here, a 27-inch and a 30-inch pipe—they didn't open cut and make a big hole in the ground. They dug pits to push pipe through underground. Directly adjacent to those pits they dug for the 30-inch pipe, the 27-inch pipe was smashed in two different locations. He clarified that the length of the crushed pipe was around 20 feet in one case and around 3-4 1/2 feet in the other. We know the 27-inch pipe was *not* smashed before the construction project started and before the rainy season because we videoed the pipe with CCTV (Closed Circuit Television) before the project started. He noted that although the 27-inch pipe was not actually worked on at this time, it was also videoed before the construction project because the plan is to do that pipe next year and we wanted to have a video of it. So it's just coincidental that we have a video of the 27-inch pipe showing that it did not have debris in it, and that video is available as a public record for anyone who wants to view it.

Mr. Richards further clarified that the crushed pipe means that the flow in the pipe was reduced by 70-90%, and that means you now have *significantly* limited flow capacity. You do *not* have 27-inch flow capacity. So without knowing it, you *cannot* move as much water as you believed you could just before the project started.

Director Sullivan said he visited the site on the Saturday morning of the overflow and it was puzzling to him that all of the sewage was coming out of one place, which wasn't necessarily the lowest place in the system, and there wasn't any sewage coming out across the canal, which is just as low *and* is getting more water from the upper Ross Valley. He was only able to explain it when he found out later that basically both the 27-inch and the 30-inch pipes were blocked.

Mr. Richards added that there's also a third reason why that would be the case, and it has to do with hydraulic grade lines. If you have two sources with equal grade lines, the source that requires the greater energy will have a lower level, i.e. it will first come out of the first available place. When we did the construction work on the 27-inch pipe, we had it surveyed and discovered that the manhole the water came out of was now the lowest point in that area, including 5 Stadium Way, which is on the other side of the canal.

Director Guasco recalled that when he used to work for the District, the cleanouts in those houses over there on Stadium Way would overflow when the old trunk line going down McAllister would be overburdened. And that was when our force main and pump station were

pumping at full capacity. He listed several other locations running all the way up to San Anselmo and Fairfax that would also overflow. His point was that the major spill in this system on December 22 only overflowed in *one* location.

Mr. Richards clarified that the cleanouts at Stadium Way and this manhole are very, very similar. He didn't think the manhole by the track was *lower*. It would exit there *first* because of the hydraulic grade line.

Director Guasco added that the pipe was already being obstructed before it went underneath the creek to where Stadium Way is. Therefore, it was back-flowing out of the lowest elevation, which is the manhole at the track. That's correct, said Mr. Richards.

Director Egger said that he's heard and read a lot recently about the District's lack of notification, and some of it is not flattering. There were also reports that the sheriff said he wasn't aware there were spills. Director Egger then referred to the Board packet and the photo dated December 17, 2011 at 23:47 (figure 8 on page 6) showing the Maggiora & Ghilotti crew running hoses under the bridge at Bon Air and South Eliseo. This photo showed a sheriff's car parked at the scene. Mr. Richards added that a sheriff's officer came to the site and interviewed him personally.

Director Egger noted that as an elected and appointed official he's been dealing with notification issues for over 20 years and constantly trying to improve the process. He had a 1-page proposal that was handed out to everyone and dealt with expanding the usual notification for sanitary districts through the use of an automatic electronic notification system that had a paper trail. He suggested that the District could take the lead in implementing this "model notification" process. After a brief discussion, he asked to have this issue agendaized for the February meeting. He would then like to see it referred to the public outreach subcommittee and have them come back with a recommendation at the March meeting.

Director Sullivan said he attended a recent Larkspur City Council meeting where there was a discussion about cooperation, notification, better communication, and related issues. The basic and positive message from Larkspur was to find other ways to notify them as well and see if the District can work with them. He clarified for President Johnson that because the City Council had no meeting in December, they were unable to declare an emergency. When they did have a meeting in January, the emergency was already over.

Director Guasco explained some of the details of the RWQCB notification protocol and noted that the heretofore separate databases of the RWQCB and State Water Resources Control Board are finally beginning to be integrated.

Director Meigs was really upset that the spill happened and concerned that it was a health hazard. She agreed with Director Egger that notification protocols needed improvement and thought the improvements should occur at many levels.

There was a brief discussion of water sampling. Staff clarified that the District did everything the health department asked it to do for a period of about two weeks after the last spill.

Mr. Richards emphasized that he did *not* intend to make light of Director Meigs' concern, but he noted that the District has had much less significant events where wastewater ended up in Corte Madera Creek, and where the requirement is to test both upstream and downstream of the spill. In these cases, we have tested where the spill *wasn't* and gotten results as bad as where the spill *was*. He added that sewer spills are *not* toxic spills, as was unfortunately reported in one news story. They are nonetheless unfortunate, and every sewer agency should make efforts to see that they don't occur. He also pointed out that Corte Madera Creek has some significant issues aside from wastewater issues. And all water bodies have significant issues in rain events, especially in *early* season rain events because it's washing stuff out of the watershed and into the water.

Mr. Richards clarified for Director Meigs that the results of the water sampling are not on the District's website, nor have they been in any of the press releases, but they have been in the newspaper.

District Counsel Houston suggested that an item be placed on the next agenda to follow up on Item 5.1.

There was a brief discussion of signs used at the sites and the standard approach to security. Mr. Richards first noted that these two spills impacted two completely separate capital projects. He then explained that when a contractor takes a piece of your utility under a competitively bid project, it's their responsibility to perform the terms of the contract and return the utility in its pre-existing condition. If and whether a contractor chooses to do extra security to protect *their* investment is pretty much their responsibility. The *District's* requirements stop at safety, so we'd have to deal with things like fences around any hole in the ground and school safety. He observed that this project was actually moved ahead by one year because of the safe routes to school request from Ross and Kentfield. Mr. Richards pointed out that Maggiora & Ghilotti kept a security guard on site all the time on the Kentfield Force Main Project below the Kentfield pump station. When District Counsel Houston cautioned that we don't want to get into liability issues, Mr. Richards said he was simply saying that in other cases, people do not choose to keep a security guard on at all times.

In response to a question from Director Meigs about the ongoing EPA investigation, Mr. Richards stated that he cannot speculate about what the EPA would do or what options the District would have when the investigation is over.

Director Meigs said she wasn't really clear about what happened during certain time periods and would like to see copies of the notification emails or faxes. Mr. Richards said that staff was always available, or would make themselves available, on a one-on-one basis to answer any questions she might have. Director Sullivan said it was good for the Board to understand everything that happened and if individuals had questions, they need to ask staff. President Johnson agreed with this and stressed that it was also important not to jump to conclusions *before* the independent investigation is concluded. Director Sullivan agreed. President Johnson said she felt very strongly that it would be irresponsible of the Board to jump to conclusions now; we need to let the EPA do their job.

There was a brief discussion of how the volume of a spill is calculated. Mr. Richards said he's spent hours on the phone with reporters during this spill event trying to explain that. And

people go to school a long time to learn that. The District gets its numbers from Charlie Joyce and Randell Ishii. The actual calculation is a complex process that involves the size of the pipe, the elevation of the water, a pump curve chart, readings from the power and amp meters at the pump stations, ground measurements, and the volume of trucks that vacuumed the spill.

**Item #5.2-MODIFIED CAPITAL PIPE BURSTING CREW** General Manager Richards reviewed the staff report, including the direction given to staff in the past and a summary of the project now that one construction season was behind us. He pointed out that approximately 170 of the District's 200 miles of pipes are capable of being pipebursted. We're paying outside consultants \$1.4 million for one mile of pipeburst pipe, which doesn't include major intersections, big large diameter pipe or force main pipe. The pilot project has shown that District repair crew staff, a half Chief of Operations, a half Assistant Engineer, and rented equipment can pipeburst one mile of gravity pipe for about \$850,000, which represents a saving of about \$550,000. Mr. Richards also discussed the details of Attachment A, a table showing the modified in-house pipe-bursting estimates versus the actual costs of the pilot project.

President Johnson observed that a recent edition of Municipal Water and Sewer magazine had a 3-page article about the District's pipe-bursting project and talked about it in terms of a great technological advancement. The District was seen as using cutting-edge technology to get as much pipe in the ground as possible in a cost-effective manner—something that benefits ratepayers.

Mr. Richards referred again to the table in Attachment A and stated that the first numbers that staff gave to the Board were based on employee wages under the old contract. The \$846,289 figure representing the final annual in-house cost includes the new wages under the new contract. He clarified for Director Sullivan that staff will eventually recommend to the Board that this in-house project be continued, but he wanted to allow time for the Board to consider the information presented tonight and any feedback that may come in from the community.

This item is informational only.

**Item #6-AUTHORIZE GENERAL MANAGER TO TAKE ALL STEPS NECESSARY TO HIRE CCTV CREW** General Manager Richards reviewed the staff report and noted that these positions are *not* in addition to what has already been reported in the newspapers as a rather large single group of hirings. It will actually take two to three years to hire these positions since they were part of a planned strategic rollout. He commented that CCTV work is a requirement; it *has to be done*. Staff reviewed the District's million dollar contract to have an outside company do the CCTV work and concluded that the work could be done in-house at a 30-40% reduction in cost, including purchase of the equipment. Mr. Richards clarified that other advantages include quality control, the ability to multi-task while on a job site, financial and strategic savings, and retention of institutional memory. He added that the District now has 31 employees, including the lead CCTV operator who's already been hired. Once the remaining three CCTV crewmembers are hired, the District will have a total of 34.

After a short discussion, M/S Guasco/Egger to authorize General Manager to take all steps necessary to hire CCTV crew. The motion carried unanimously.

**Item #7-COMPARISON OF THE COST OF A TEMPORARY CONTRACT EMPLOYEE TO THE COST OF A PERMANENT FULL-TIME EMPLOYEE IN THE ADMINISTRATIVE ASSISTANT POSITION AND AUTHORIZATION FOR THE GENERAL MANAGER TO RECRUIT, INTERVIEW, AND HIRE FOR THE PERMANENT FULL-TIME POSITION**

General Manager Richards reviewed the staff report, gave some historical background with respect to this position, and said that the employee involved has been a contract employee for the District for almost two years. The results of the cost comparison requested by the Board indicate that the numbers are close. He realizes that the salary point is pretty respectable for Ross Valley in 2011, and noted that most of the District's employees commute from quite a distance away as it is. So it's going to be challenging to recruit and find someone.

President Johnson commented that hiring a temp from an agency and then going to a full time employee position is like renting a home versus owning a home. There's a *huge* psychological difference in terms of the person's behavior, how they feel about who they're working for, and the ownership of the work they're given to do. It's an important component of this discussion.

In response to questions from Director Egger, Mr. Richards discussed the starting salary step for new employees and noted that only rarely does a new hire start above Step 1. He also said that there is no cap on the step at which he has the authority to hire and no policy on that either.

President Johnson noted that this position was part of the long-term employment plan approved by the Board. Director Sullivan said if we presume that the cost of a public employee and a rented employee are the same, then there's no difference between these two positions. Mr. Richards agreed. He clarified for Director Meigs that the cost comparison staff did was a fully burdened employee cost at Step 1. He emphasized that if the Board chooses to approve this, we don't hire the person we have; we do a public recruitment with interviews and so on.

Director Meigs said the numbers would change significantly if the new hire came in at other than Step 1, so she may not support this. She only supports Step 1. President Johnson pointed out that the difference between Step 1 and Step 2 is a maximum of \$5,000 a year. Business Manager Miller explained the process required to move from one step to another.

After a short discussion, M/S Guasco/Sullivan to approve the conversion of temporary Administrative Assistant to permanent and authorize General Manager to recruit, interview and hire into the position. Director Meigs voted no. The motion carried.

**Item #8-CONSIDERATION OF CHANGING FEBRUARY REGULAR BOARD MEETING DATE FROM FEBRUARY 16, 2011 TO FEBRUARY 23, 2011**

General Manager Richards reviewed the staff report and said moving the date would give staff one more week to prepare the Board packet.

M/S Guasco/Egger to change February Regular Board Meeting date from February 16, 2011 to February 23, 2011. The motion carried unanimously.

The Board took a break from 8:40 p.m. to 8:50 p.m.

**Item #9-CONSIDERATION OF ADOPTING RESOLUTION No. 11-1399 TO AUTHORIZE A RATE CHANGE FOR THE POSITION OF ACCOUNTING MANAGER AND TO AUTHORIZE THE GENERAL MANAGER TO RECRUIT, INTERVIEW, AND HIRE INTO THE POSITION** General Manager Richards reviewed the staff report and noted that the District is currently paying about \$135,000 a year for a temporary worker to fill this position and he listed many of the financially related jobs done by the person. This has been a temporary position for a *very long* time. Mr. Richards stated that the proposed salary was competitive with the 2009 CASA survey. The Board didn't want to hire somebody at that rate so we lowered it significantly down to a range of \$76,000-97,000 per year. This does not include benefits. Over the course of the last 12 months we've done two full recruitments. The candidates have met the *intent* of the job description as advertised, but from the interview process we've found that they don't really quite have the background and experience in the real nuts and bolts of internal ability.

Staff is asking the Board to approve this item as part of the strategic plan we designed showing a *total savings* to the District of about \$600,000 a year when fully implemented. Mr. Richards said that these savings were explained in a chart that was part of two presentations. The strategic plan went with Mr. Richard's first year's budget and when we photocopied it, the center column of the form grayed out because of the photocopier and we ended up inadvertently submitting that form in our response to the Marin County Board of Supervisors. We've since been asked to clarify the actual form *without* the photocopy. It was *not* intentional. And that form has been distributed in public packages and been in the public eye at least *three* times before that submission.

President Johnson observed that the chart was also in a slide show Mr. Richards gave. She asked that the presentations with the strategic plan be given to the two new Board members because it's valuable background information that will be useful for future Board discussions.

Mr. Richards stated that the chart looked at the *whole* organization and what we were paying outside people to do, what we were paying inside people to do, and what we were *not* having done. This was one of the positions we identified as a high-need position but we just haven't been able to fill it with two full recruitments at the lower dollar amount.

In response to questions from Director Meigs, Mr. Richards said that this position is absolutely essential and it's probably a little more than full time. It's under a Memorandum of Understanding (MOU) and it's not a "line union," "union class" union position. There's an agreement that governs management. He reiterated that the two recruitments did *not* find people who met the standards staff was looking for. Mr. Richards clarified for other Board members that at Step 1, the new hire for this position would cost \$123,000 a year, which is about \$12,000 *less than* what we're now paying for the temp. The current budgeted amount for this position is about \$140,000. He added that two or three of the temps who were working in this position said they would not apply for the job with the District at that lower salary range.



President Johnson pointed out that it's important for this particular job to have continuity and not have frequent changes of personnel. You'll create much more value if someone stays in the position for a long period of time and acquires the institutional knowledge about the methods and history of the business. Mr. Richards remarked that there have been four or five temps in this position just since he's been here and that's quite a lot of turnover.

When Director Meigs expressed her surprise at a salary of \$130,000 a year that may not even require a master's degree, Mr. Richards commented that, regarding a person with the resumé the District is looking for, there are a number of placement agencies in the Bay area that place these people from \$120,000 to \$250,000 a year *all day long*. He then listed all of the places where the District did the recruiting in response to a question from Director Egger.

In response to further comments made by Director Egger, Director Guasco pointed out that in the past the Board thought it would be relatively easy to find great people to fill this position at a lower rate of around \$97,000, *especially* in an economy that may have been in worse shape than it is now. But we learned our lesson and tabled that approach.

There was a brief discussion of how the benefits and retirement are calculated for different salary ranges. Ms. Miller clarified that all taxes and benefits for this position were about \$25,000 a year.

Director Egger said it was difficult for him to vote on this pretty high salary without looking at comparisons. Director Meigs was also concerned about the high salary and lack of comparisons and wondered if we could be more aggressive with recruiting again. Several Board members pointed out that comparisons really needed to be made among sanitary districts and not between municipalities/communities and sanitary districts. Mr. Richards clarified that CMSA's finance director makes around \$175,000 plus benefits of about \$64,000-78,000 a year.

After a short discussion, M/S Guasco/Sullivan to adopt Resolution No. 11-1399 To Authorize A Rate Change for The Position of Accounting Manager from range 26 to range 36, and to Authorize the General Manager to Recruit, Interview, and Hire into the Position. Roll call vote; Ayes: Guasco, Johnson, Sullivan; Noes: Egger, Meigs; Absent: None; Abstain: None. The motion carried.

Director Sullivan requested that we bring back the 2009 CASA survey at the next meeting as an informational item. Mr. Richards said he would do this and include any survey staff can possibly find and last year's presentation to the Board. He remarked that it *is* challenging to do a cross-over comparison of salaries because for sewer and water districts, *in particular* at the business manager, account manager and general manager level, they are in a *very rare* position these days, and city manager don't really compare. City managers of *big* cities do.

**Item #10-CONTINUATION OF THE FIRST READING OF THE ORDINANCE AMENDING SECTION 407 OF THE SANITARY CODE – OWNERSHIP AND MAINTENANCE OF SIDE SEWERS** General Manager Richards reviewed the staff report and said this is a continuation of the first reading of an ordinance that creates a significant change for the District. Some serious thought needs to go into this. While we're doing this as the last portion of an agreement with River Watch, the Board is *not obligated* to approve it. The agreement is that

we write an ordinance, review it, talk about it, and make recommendations. But the liability associated with transferring 200 miles of private sewer laterals over to public ownership in one decision is a significant decision and it probably needs to be looked at a little longer. Mr. Richards noted that he emailed his River Watch contact and let him know all about what we are doing; he was impressed. Staff's recommendation was to table this now and once the new fiscal year begins perhaps we can create a new ad hoc subcommittee to look at it again.

Director Sullivan understood that River Watch and the real estate agents wanted the laterals repaired. He also wondered what scenario would ever allow us to do that and adopt a \$300 million liability. The District doesn't have that money and asking the taxpayers of Ross Valley to come up with \$300 million is not going to happen.

District Counsel Houston pointed out that one of the reasons this got continued was that there were some discrepancies between the plan and the ordinance and District Counsel was directed to fix it, which she did. She tweaked it some more by adding definitions that were in the Sanitary Code and a WHEREAS regarding the River Watch settlement. She also worked with staff to keep the plan consistent with the ordinance.

President Johnson said that eventually and in an ideal world it would be great to fix all the laterals and solve the I/I problems. The work would be done over a period of time like our pipe replacement work. But the work would also have to be scheduled out over time and that would at least, as a very rough estimate, probably *double* our capital spending.

Mr. Richards commented that there are no good answers but there are *feasible* financing options, which are *hard* to swallow and which *work*—like custom-made insurance programs, for example. But no matter how you spell it out, it's *a lot more money* that comes out of the ratepayers and it's a lot more work for your staff. We're just not ready to do it. Director Guasco observed that it also means a lot more *maintenance* work.

Director Meigs requested that in the future strikeouts be used to indicate any changes that have been made in a document brought back to the Board.

Mr. Richards clarified for Director Egger that the \$300 million mentioned previously was a \$300 million liability in replacements costs and it doesn't count property liability on people's private property, which is significantly *more than* that.

When the issue of an agency entering private property was mentioned by several Board members, Ms. Houston clarified that there is an enforcement and abatement of a public nuisance and that's already in the Sanitary Code. So we would go in in that time but that's after giving notice. Mr. Richards described the conditions under which the county environmental health would issue the District an enforcement citation so we *could* go into a private property. Director Guasco noted that there are judicial remedies and lien language that would also apply.

In response to a question from Director Egger, Director Guasco explained that when the District is doing a public project in the public right of way, we can take over the lower portion of a private lateral for a limited amount of time, but we really don't have the right to go and look at or CCTV any further up the part of the lateral that is outside the public right of way.

We would have to get permission. Mr. Richards noted that we could add language that would describe triggers that would allow us to work on that part of the lateral.

After a short discussion, M/S Sullivan/Egger to take no action at this time. The motion carried unanimously.

**Item #11-AUTHORIZE BOARD MEMBERS' ATTENDANCE AT THE CALIFORNIA SPECIAL DISTRICT ASSOCIATION'S WORKSHOP ENTITLED "HOW TO BE AN EFFECTIVE BOARD MEMBER", HELD ON FEBRUARY 3, 2011 IN MONTEREY, CA**

General Manager Richards reviewed the staff report and said this was sent to him by a Board member. Attending this workshop will meet the AB 1234 requirement. This one looks a little more thorough than the ones we've done in the past and it has to be done very two years by all Board members and senior management. This can also be done online for a very low cost or we can bring in certified videos and do two people at a time. Mr. Richards added that a year ago there was strong resistance to having our own attorneys do it.

President Johnson observed that Board costs are higher than budget right now and she preferred the less expensive online approach.

Director Egger reported that the cities had one of these workshops in Santa Rosa two months ago and it was free. The next time he sees this he will give it to staff to send out to the Board

After a short discussion, there was Board consensus to take no action at this time.

**Item #12-CONSIDERATION OF APPROVING PAYMENT OF THE \$15,000 MEMBERSHIP FEE TO THE CALIFORNIA ASSOCIATION OF SANITATION AGENCIES (CASA) FOR 2011**

General Manager Richards reviewed the staff report and said that staff is really a bit ambivalent on this. CASA is a good organization for what it is but it's really not our leading organization as a sanitary district. It's more of a political organization than a utility organization. The SDI Institute that we try to do annually is a very hands-on type of workshop that deals with how to do stuff. Staff has no recommendation.

Director Egger noted that the District already belongs to *two* organizations that are directly related to our industry and what we do. Director Guasco said that CASA is very political and focuses on networking but it's not really that educational.

District Counsel Houston suggested that an option to disapprove this item should be included as one of the possible actions of the Board.

After a short discussion, M/S Egger/Meigs to disapprove payment. The motion carried unanimously.

**Item #13-DISCUSS CMSA MUTUAL AID AGREEMENT** General Manager Richards reviewed the staff report and said that CMSA has put together a Mutual Aid Agreement that includes a couple of agencies. The Agreement looks pretty good politically and as far as being neighborly it certainly looks good. Practically speaking there are concerns. If there is a crisis event that is causing a need to invoke this Agreement, the chances are that our regional partners are having the same crisis event and probably won't want to loose their resources during the event. But there are events arising outside crisis events where the Agreement may be needed. The only other concern, and one that would have to go by legal

counsel, is indemnification. Mr. Richards wasn't sure what would happen in a case where a worker from another agency, who was injured while working on a site over here, filed a worker's comp claim or filed a lawsuit against the District.

President Johnson was concerned about the indemnification issue, the high mark-up of 21%, and all of the member agencies being in crisis mode at the same time and reluctant to share resources. She thought the contract was extremely poorly written and didn't contain anything about dispute resolution or a few other things she considered standard for a contract of this type. She observed that most of the other agencies in the Agreement are *treatment* agencies and not collection agencies so they wouldn't necessarily have people trained in the kind of equipment the District uses.

That's a good point, said Mr. Richards. He gave an example of a practical problem created when a piece of equipment might have to be moved from one geographic location to another. Is an agency going to pull one of their workers from a job in the field during the day to move this equipment? How long would it take to bring someone out of the field? It's not as easy as it looks; it could take a few hours. What if this happens in the middle of the night? Legally speaking, the only people you can make come to work are people you are paying to be on call to be *available* to come to work. So at 10:00 p.m. is an agency going to send out one of their two on-call people to take a piece of equipment to another location and spend a few hours in another community? Mr. Richards acknowledged that there are definitely times when mutual aid would be of assistance, but there are some real obstacle that aren't addressed in the Agreement.

Director Guasco pointed out that some of the collection agencies in the Agreement may not be able to help when it's needed, and some don't have any maintenance equipment at all. They actually sub out work to private sewer cleaning providers. He wondered if these companies would provide that service in other cities. Director Sullivan noted that the mutual aid is voluntary and if an agency doesn't have the help available they just don't send anybody. He was more worried about the liability issues.

President Johnson was concerned that if you broke a piece of equipment, you were responsible for replacing it. So if you broke something that was ten years old, you'd have to buy something of equal capability—very likely a new piece of equipment. Director Egger saw the Agreement as being something formal, as opposed to the informal and ongoing mutual assistance the District already provides to its neighbors. He also saw it as covering a short-term situation and thought the Board should look at it in the interest of being neighborly.

Mr. Richards observed that the District has significantly more sewer maintenance equipment than anybody on the list, and much more than any *three* agencies combined.

Director Meigs said that the Agreement looks like an old contract but it is to help people in a crisis. She would like to see the Board pull something together to work together with these people and not alienate them.

Mr. Richards said he's hearing that everyone likes the neighborly idea but there are some functional concerns. He suggested that before the Board approves the Agreement, legal counsel review it and return with recommendations regarding liability, indemnification, equipment replacement and other concerns raised by Board members.

President Johnson noted that CMSA is taking on a lot of projects that are outside their core mission, which is treating wastewater, and all of these contracts have some kind of indemnification language in the contract. And just as the District pays 54% of the costs at

CMSA, we would also be assuming 54% of these indemnification obligations, which are ultimately passed on to our ratepayers. This is a legitimate concern to the District.

District Counsel Houston said she can make comments and/or suggested changes on the Agreement but it's CMSA's decision to enter into it.

Director Guasco wanted to know why the District was even on the list since almost all of the agencies had a treatment plant and only a few of them were responsible for a collection system. President Johnson remarked that some of them have nothing to share.

Director Sullivan agreed that we need an opinion from legal counsel. He also noted that there are two separate issues here. First, CMSA signing the Agreement with the District being a member of it, and do we approve of CMSA signing it as is, given the liability issues involved. Second, extending the Agreement to include RVSD, which is not mentioned in writing in the Agreement before us. He didn't think the District needed to be in a mutual agreement with all of these treatment plants. He preferred to see one of these issues off the table and the other issue addressed in a neighborly way by saying that CMSA should cooperate with everybody else and everybody should cooperate with them, and be sure to protect the member agencies.

After a short discussion, M/S Sullivan/Guasco to direct District Counsel to review the Mutual Aid Agreement and make suggested changes to CMSA. The motion carried unanimously.

**Item #14-AUTHORIZE BOARD DIRECTORS, GENERAL MANAGER, AND KEY STAFF TO ATTEND THE 2011 CALIFORNIA WATER ENVIRONMENT ASSOCIATION ANNUAL CONFERENCE FOR PRESENTATION OF THE TECHNICAL PAPER ON THE CIP NO. 1 KENTFIELD FORCE MAIN REPLACEMENT PROJECT** General Manager Richards reviewed the staff report and said that, at a minimum, staff would like to send Charlie Joyce and District Engineer Ishii to attend this conference. Mr. Richards would also like to attend since he is a presenter. He noted that the District is being recognized for its design work on the berm alignment option, which was primarily done by Brown & Caldwell and under the direction of the District Engineer and General Manager. Laying 6,200 feet of pipe in three and a half weeks is a pretty rare accomplishment, he added. And CWEA is the California organization most directly related to who we are.

Director Guasco said he can't emphasize enough how important this is for the District and to him personally and professionally.

Charles Joyce of Brown & Caldwell said that in putting this topic together, one thing CWEA looks for is items that help other engineers and agencies move their projects forward. There are a lot of unique aspects to this project, i.e. working with the berm, working with the public. These are things that are really coming to the fore in agencies across the state that are improving their infrastructure. Mr. Joyce said he would be paying his own pay to attend.

President Johnson thanked Mr. Joyce for the extraordinary work done on this project.

After a short discussion, M/S Guasco/Sullivan to authorize Board members' and staff's attendance at the 2011 California Water Environment Association Annual Conference for presentation of the Technical Paper on the CIP No. 1 Kentfield Force Main Replacement Project. The motion carried unanimously.

**Item #15-PROGRESS UPDATE ON THE KENTFIELD FORCE MAIN EMERGENCY REPAIR** General Manager Richards said that he asked staff to focus on only the construction aspect of the project when preparing this update since there has already been a lot of information put out regarding the actual spill. Mr. Richards said he couldn't say enough about Maggiora & Ghilotti and District staff and how hard they all worked.

Mr. Richards reported that the HDPE (High Density Polyethylene) pipe was run from its end point all the way to the pump station. We sliplined it inside the 36-inch existing pipe for several thousand feet and closed and reopened it as necessary when we ran into the areas of the two spills. There's also about 2,000 feet of secured HDPE pipe above ground by the berm. This is the pipe that will be put underground next year along with an identical second pipe. There were a few misunderstandings in the media reports that postulated we were putting in an undersized pipe. For some very detailed technical reasons, the 30-inch HDPE pipe carries just about the same amount of wastewater as the 36-inch Techite pipe. The reason we're putting two pipes in the ground instead of one is that so forever in the future if there's ever an issues out there, which is the most critical area in the District, we'll always have the ability to shut down and/or repair one and still be able to use the other. He apologized if this wasn't communicated more clearly in the press. Since the final tie-in at the pump station was made on December 24, 2010, there have been several rain events and it's working just as planned. We're trying to get permission to put that pipe underground sooner, but at this point there are a few reasons, including the clapper rail nesting, why we will have to wait until next fall. We've had a roundtable with stakeholders in the community, but it appears that the bigger interests are going to push it off and make us wait. Mr. Richards clarified that Sandra Guldman from Friends of Corte Madera Creek Watershed would love to see us put that pipe underground sooner.

In response to questions from Director Guasco, Mr. Richards said that the normal state of operation will be that both pipes are to be in use continuously. He also explained the two very specific reasons why the District's engineers are telling us that the two different sized pipes can transport about the same amount of water. So starting next year after September 1 with two pipes in the ground, we'll be able to move almost *twice* as much water as we can now.

Mr. Richards clarified for Director Egger that the HDPE pipe is a much, much better product than the Techite pipe, and acknowledged that the aboveground pipe has impacted recreational use to some degree and the District will have to fix the path. Mr. Joyce said that paving of the trail will begin tomorrow, and if everything goes well it should be opened by the end of next week. There will be an ADA compliant ramp over the pipe, protected fencing where needed, and proper signage.

This item is informational only.

**Item #17-CONSIDERATION OF APPROVING RETROACTIVE LATERAL REPLACEMENT GRANT FUNDING – 26 FERN ROAD, KENTFIELD** General Manager Richards reviewed the staff report and briefly explained the background of the lateral grant program. He noted that the homeowner was not present tonight, was eligible for the program, did everything right after the program was in effect, and was not told about the program by either the RVSD qualified contractor who did the work or the District employee who was initially contacted about the leaky lateral. Staff recommends approval of the funding.

After a short discussion, M/S Sullivan/Egger to approve the request. The motion carried unanimously.

**Item #18-APPROVE PROGRESS BILLING NO. 7 FOR CIP NO. 1 KENTFIELD FORCE MAIN REPLACEMENT PROJECT SEGMENT 1A** General Manager Richards reviewed the staff report and said he couldn't say enough about Maggiora & Ghilotti who did a fantastic job for the District, performed so well and worked around the clock. They succeeded in installing and putting online over 5,300 feet of pipe in 18 days! Board members thanked the company for their phenomenal work.

Director Egger wanted to know if the \$1,161,912.64 amount of this progress billing was what the project cost the District. Mr. Richards asked if Director Egger was referring to the repair work or the construction. Director Egger said he was referring to what the Board authorized on December 6, 2010. Mr. Richards replied saying that the December 6 authorization was for this amount. You're going to see a *separate bill* for the repair work, including the tanker trucks, your staff time, and the whole package. And there may be one more payment coming; it may get up to around \$1.5 million.

After a short discussion, M/S Guasco/Sullivan to approve Progress Billing No. 7 in the amount of \$1,161,912.64 for CIP No. 1 Kentfield Force Main Replacement Project Segment 1A. The motion carried unanimously.

**Item #19-APPROVE CONTRACT CHANGE ORDERS NO. 15, 16 AND 17 FOR CIP NO. 1: KENTFIELD FORCE MAIN REPLACEMENT PROJECT SEGMENT 1A** General Manager Richards reviewed the staff report and noted that change orders are a pretty standard occurrence. These three represent about 29% of the original contract amount. Mr. Richards noted that the 5,300 feet of pipe installed in 18 days was work that was going to be done next year as part of the Segment 2 work. So while the 29% is high, it is a *lot* of the work that we were already going to do. Staff recommends approval.

There was a brief discussion comparing the amounts in Items 18 and 19. Mr. Richards explained that these three changes orders are *after* the progress billing, i.e. they will likely be the bill the Board sees in February. District Engineer Ishii clarified that the progress billing assumes the change orders will be approved; they all go hand-in-hand. President Johnson noted that the total contract, including these three change orders, was \$5,561,131.77.

After a brief discussion, M/S Guasco/Sullivan to approve Contract Change Orders No. 15, 16 and 17 for CIP No. 1: Kentfield Force Main Replacement Project Segment 1A. The motion carried unanimously

**Item #20-APPROVE PROGRESS BILLING NO. 6 FOR CIP NO. 5 WOODLAND/COLLEGE/GOODHILL CAPACITY IMPROVEMENT PROJECT** General Manager Richards said that for Items 20 and 21, staff and District Counsel Houston recommend minimal discussion, opening the item for public comment and following procedure, and that the Board take no action at this time. Ms. Houston clarified for Director Meigs that until we look into more of the liability issues and determine whether or not we should pay this, the Board is not going to approve or disapprove the progress billing but will take no action. Ms. Houston and Board members further clarified that taking no action does *not* mean the District will not pay the bill.



After a brief discussion, M/S Guasco/Sullivan to take no action at this time. The motion carried unanimously.

**Item #21-APPROVE PROGRESS BILLING NO. 7 FOR CIP NO. 5 WOODLAND/COLLEGE/GOODHILL CAPACITY IMPROVEMENT PROJECT** District Counsel Houston clarified for Director Sullivan that it would be correct to tell the press that the Board is holding the bill. Staff recommendations were identical to those made in Item 20. M/S Guasco/Sullivan to take no action at this time. The motion carried unanimously.

**Item #22-VERBAL REPORT BY GENERAL MANAGER** General Manager Richards wished everyone a happy new year, and hoped, planned and expected to have a great new year.

**Item #23-OPEN TIME FOR BOARD MEMBERS** Director Egger had a question regarding Information Item I, a review of the expenses in relation to the Kerner office. Mr. Richards clarified that the \$3,318,145 represented the total investment, including the land and all of the improvements.

Director Meigs said that in general if a letter goes out from a solo Board member, the letter should contain a statement that declares that. Otherwise there might be some confusion. Mr. Richards commented that in his experience he's seen the following two rules which are both legal. If a letter is from a Board member and only has the Board member's name on it, it's assumed the letter is from only that person. There are also companies that require a disclaimer at the end of any memo saying that this represents only my position and not the position of the entire board.

Director Guasco said he received a letter dated January 20, 2011 from Jason Dow that spoke to him directly and did not show who the letter was copied to. The letter indicated that CMSA Board Chair Dupar handed out the December 16, 2010 memo from President Johnson at a CMSA Board meeting. Director Guasco asked if staff could give a copy of this letter to Board members. When other Board members said they received a copy of Mr. Dow's letter, President Johnson observed that she did not get a copy. Staff agreed to scan and email the letter to all Board members, and make it available at the counter in the Kerner office if requested now that it's a public record.

The Board took a break from 10:40 p.m. to 10:50 p.m.

**Item #24-CLOSED SESSION** The Board adjourned to Closed Session at 10:50 p.m. for:

- a) EXISTING LITIGATION. Subdivision (a) of California Government Code Section 54956.9. Name of Case: Ross Valley Sanitary District, a public entity, Plaintiff, v. TOWN OF CORTE MADERA, TRANSPORTATION AUTHORITY OF MARIN; PARIKH CONSULTANTS INC.; PITCHER DRILLING CO.; Defendants, SUPERIOR Court of CALIFORNIA, county of MARIN, Case No. CV 1002427.
- b) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION. Subdivision (a) of California Government Code Section 54956.9. Name of Case: Campus St. James Larkspur, vs. Sanitary District No. 1 of Marin County, Marin County Superior



Court Case No. CIV 094524.

The Board reconvened to Open Session at 11:25 p.m.

No reportable action was taken by the Board during Closed Session.

Item #25-ADJOURN The Board adjourned at 11:30 p.m.

---

Peter Wm. Sullivan  
Secretary of the Board

## **EXHIBIT “F”**



May 16, 2012

Mr. Joe Moore  
Watt, Tieder, Hoffar & Fitzgerald, L.L.P.  
333 Bush Street, Suite 1500  
San Francisco, CA 94104

URS 3/30/2011 Review of  
Ross Valley Sanitary District  
Technical Memorandum

Dear Mr. Moore:

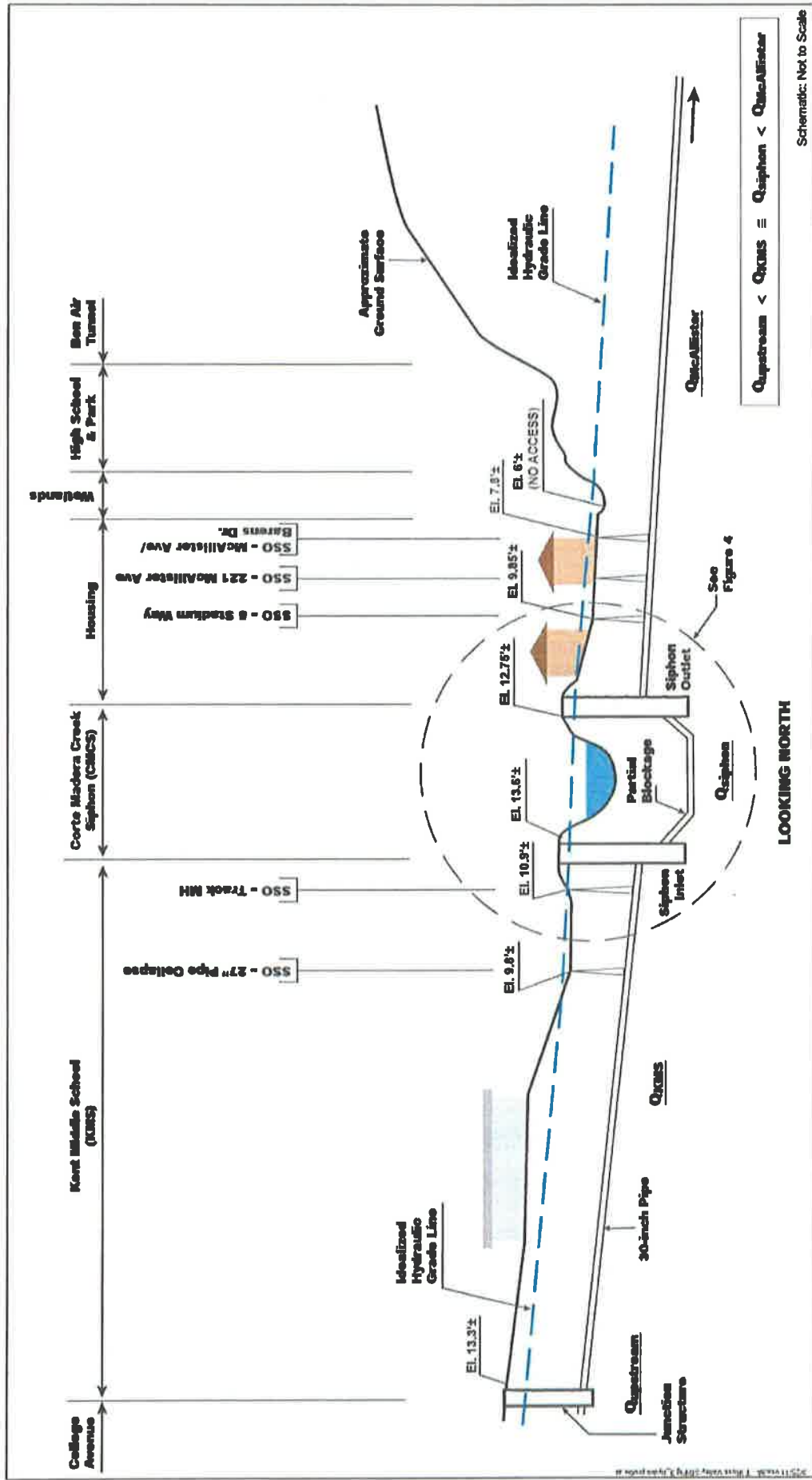
See attached figures from the referenced URS Technical Memorandum at full size (Figure 1 - 30"x30" and Figures 2 through 4 - 11"x17") for your use. Note that the aerial backgrounds and approximate relative elevations shown were obtained from Google Earth Pro 2011 and indicate the areas downstream of the Corte Madera Creek siphon are lower than the upstream areas.

**URS Corporation**

A handwritten signature in black ink, appearing to read "Tom Sweet", is positioned above the typed name.

Thomas M. Sweet, PE, LEED AP BD+C  
Senior Engineer

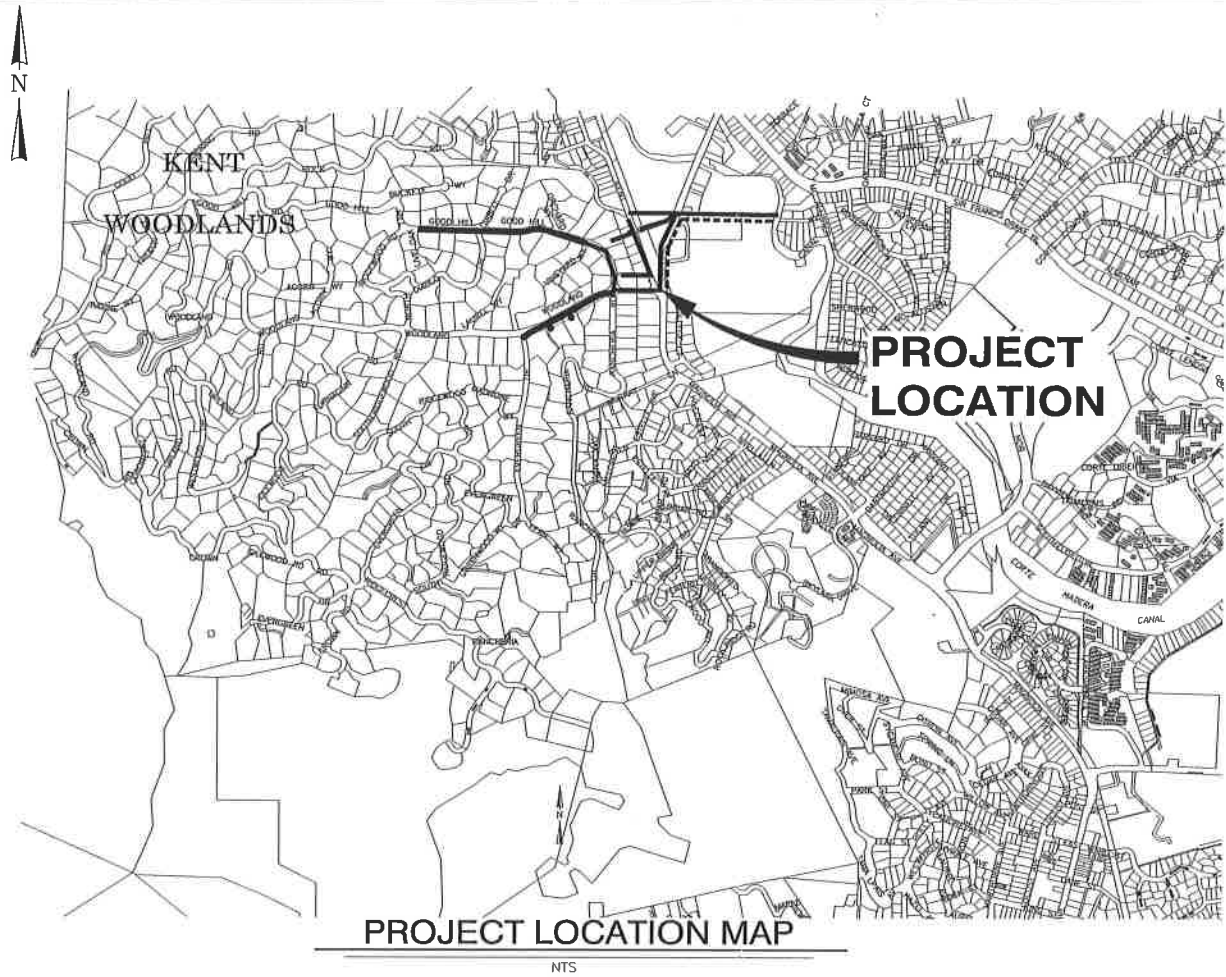
attachments



## **EXHIBIT “G”**

GENERAL PROJECT NOTES

1. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF JOBSITE.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL OF THE WORK PERFORMED BY HIS SUBCONTRACTORS, WITHOUT EXCEPTION.
4. THE CONTRACTOR SHALL IDENTIFY A RESPONSIBLE CONTACT PERSON, WHO IS AN EMPLOYEE OF THE CONTRACTOR, AND A 24-HOUR TELEPHONE NUMBER TO CALL TO RESOLVE PROBLEMS WITH NOISE, DUST OR OTHER CONSTRUCTION-RELATED ISSUES.
5. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE RIGHTS-OF-WAY AND EASEMENTS OBTAINED FOR THIS PROJECT UNLESS OTHERWISE SHOWN. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEHICLES AND EQUIPMENT, LIMITS OF TRENCH EXCAVATIONS, AND STOCKPILED NEW MATERIAL.
6. THE CONTRACTOR SHALL PROVIDE PROTECTION DEVICES INCLUDING BARRICADES, FENCING, WARNING SIGNS, LIGHTS, FLAGGERS AND OTHER ITEMS NECESSARY TO ENSURE PUBLIC SAFETY WITHIN THE PROJECT SITE. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
7. CONTRACTOR SHALL EXERCISE DUE CAUTION DURING CONSTRUCTION TO PROTECT ANY EXISTING LANDSCAPING, FIXTURES, EQUIPMENT, CONCRETE SIDEWALK, CONCRETE DRIVEWAY, CONCRETE CURB & GUTTER, AND AC PAVING TO REMAIN. ANY DAMAGE RESULTING FROM CONTRACTOR OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE DISTRICT'S REPRESENTATIVE, AT NO ADDITIONAL COST TO THE DISTRICT.
8. CONTRACTOR SHALL PRESERVE ALL SURVEY MARKERS AND MONUMENTATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY EXISTING FEDERAL, STATE, COUNTY, AND PRIVATE LAND SURVEY MARKER REQUIRING RESETTING PRIOR TO ANY DISTURBANCE.
9. CONTRACTOR SHALL RESTORE ALL EXISTING PRIVATE AND PUBLIC IMPROVEMENTS TO THEIR EXISTING CONDITION OR BETTER. THIS INCLUDES, BUT IS NOT LIMITED TO ALL LANDSCAPING, IRRIGATION, DRIVEWAYS, AC PAVING, CONCRETE WORK AND UTILITIES UNLESS NOTED OR DIRECTED OTHERWISE BY THE DISTRICT'S REPRESENTATIVE.
10. WHILE WORKING ON THE PROJECT, THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE DISTRICT'S CONFINED SPACE ENTRY PROCEDURES FOR ALL PERMIT SPACE ENTRIES. THE FOLLOWING SPACES ARE HEREBY DESIGNATED PERMIT SPACES: MANHOLES, TRENCHES, JACKING PITS AND EXCAVATION PITS.
11. THE CONTRACTOR SHALL PREPARE A WRITTEN NOTIFICATION OF THE STARTING AND ENDING DATES OF THE WORK AND DELIVER TO HOMES AND BUSINESSES IN THE VICINITY OF THE PROJECT AT LEAST TWO WEEKS IN ADVANCE OF THE WORK.
12. ALL ELEVATIONS ON THE DRAWINGS ARE BASED ON NAVD 1988.
13. HORIZONTAL AND VERTICAL DIMENSIONS PROVIDED ON THE DRAWINGS ARE APPROXIMATE. FIELD MEASUREMENTS MAY VARY FROM THOSE ON THE DRAWINGS. ADJUSTMENTS TO LINE AND GRADE MAY BE MADE BY THE ENGINEER DURING CONSTRUCTION.
14. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO, IS INSUFFICIENTLY OR INCORRECTLY DETAILED OR EXPLAINED ON THESE PLANS, CONTRACTOR SHALL CONTACT THE DISTRICT'S REPRESENTATIVE FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
15. THE CONTRACTOR SHALL NOTIFY THE DISTRICT'S REPRESENTATIVE IMMEDIATELY, UPON DISCOVERY OF ANY POTENTIAL FIELD CONFLICTS.
16. PROVIDE 72 HOUR NOTICE IN ADVANCE OF NEED FOR CONSTRUCTION STAKES. CALL 415-453-4480.
17. A MINIMUM OF 2 WORKING DAYS, BUT NOT MORE THAN 14 CALENDAR DAYS, PRIOR TO COMMENCING ANY EXCAVATION WORK, THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT 1-800-227-2600 FOR LOCATING AND MARKING UTILITIES IN THE AREAS OF THE WORK.
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE PLANS FROM THE COUNTY OF MARIN AS WELL AS FROM OTHER REGULATORY AGENCIES, PRIOR TO COMMENCING WORK.
19. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL SOUND CONTROL AND NOISE LEVEL RULES, REGULATION AND ORDINANCES WHICH APPLY TO ANY WORK PERFORMED UNDER THE CONTRACT. EACH INTERNAL COMBUSTION ENGINE USED ON THE PROJECT SHALL BE EQUIPPED WITH A MUFFLER RECOMMENDED BY THE MANUFACTURER. NO INTERNAL COMBUSTION ENGINE SHALL BE OPERATED ON THE PROJECT WITHOUT SAID MUFFLER. NOISE LEVELS SHALL BE KEPT TO THE SATISFACTION OF THE COUNTY ENGINEER.
20. LOCATIONS OF UTILITIES SHOWN ARE FROM RECORDS OF THE VARIOUS UTILITY COMPANIES AND THE LOG OF POTHOLE BOUND WITH THE SPECIAL PROVISIONS. THE DISTRICT AND ITS ENGINEER MAKE NO GUARANTEE THAT THE LOCATIONS OF UTILITIES ENCOUNTERED WILL NOT BE DIFFERENT THAN THOSE SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAKING HIS(HER) OWN DETERMINATION OF LOCATIONS OF EXISTING UTILITIES.
21. THE CONTRACTOR SHALL PHYSICALLY LOCATE AND UNCOVER (POTHOLE) ALL UTILITIES IN THE ALIGNMENT OF THE NEW CONSTRUCTION OR AS REQUIRED ON THE PLANS AND SHALL BE RESPONSIBLE FOR DAMAGE THERETO. COORDINATE ALL WORK INVOLVING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
22. LOCATIONS OF ALL UTILITY LATERALS & SERVICES ARE NOT ALL SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATIONS OF SERVICE LATERALS AND FOR PROTECTING AND/OR COORDINATING THE RELOCATION OF EACH BY THE UTILITY COMPANY AS NECESSARY.
23. THE OVERHEAD ELECTRIC AND TELEPHONE DISTRIBUTION SYSTEMS AND INDIVIDUAL SERVICE LINES EXIST IN THE VICINITY OF THE WORK AREA AND ARE NOT ALL SHOWN ON THE DRAWINGS. CONTRACTOR SHALL EXERCISE CAUTION WHILE WORKING NEAR OR UNDER ALL ELECTRIC LINES.



PROJECT LOCATION MAP

NTS

INDEX TO PLANS

1. PROJECT LOCATION MAP AND INDEX TO PLANS
2. KEY MAP
3. SURFACE RESTORATION DETAILS
4. MISCELLANEOUS DETAILS
5. LATERAL DETAILS
6. TRAFFIC CONTROL REQUIREMENTS
7. PLAN AND PROFILE STA A 0+00 TO STA A 3+80
8. PLAN AND PROFILE STA A 3+80 TO STA A 9+40
9. PLAN AND PROFILE COLLEGE AVE STA A 9+40 TO STA A 13+80
10. PLAN AND PROFILE COLLEGE AVE STA A 13+80 TO STA A 17+50
11. PLAN AND PROFILE WOODLAND RD STA A 17+50 TO STA A 22+20
12. PLAN AND PROFILE WOODLAND RD STA A 22+20 TO STA A 26+50
13. PLAN AND PROFILE WOODLAND RD STA A 26+50 TO STA A 31+71
14. PLAN AND PROFILE GOODHILL RD STA B 0+00 TO STA B 6+00
15. PLAN AND PROFILE GOODHILL RD STA B 6+00 TO STA B 11+20
16. PLAN AND PROFILE GOODHILL RD STA B 11+20 TO STA B 17+10
17. PLAN AND PROFILE GOODHILL RD STA B 17+10 TO STA B 22+97
18. PLAN AND PROFILE STADIUM WAY STA E 0+00 TO STA E 3+59
19. CIPP LINER INSTALLATION AND PIPEBURST LINES A-1, C AND D
20. C LINE PROFILE AND PHASE 1 SIPHON INLET BOX BYPASS
21. STADIUM WAY SIPHON INLET BOX PLAN AND DETAILS
22. STADIUM WAY SIPHON INLET BOX SECTIONS AND DETAILS
23. COLLEGE AVE SIPHON PLAN, SECTION AND DETAILS
24. TRAFFIC PLAN - COLLEGE AVE AND KENT SCHOOL
25. TRAFFIC PLAN - COLLEGE AVE AT WOODLAND RD AND KENT AVE
26. PAVING PLAN
27. CONSTRUCTION ACCESS - COLLEGE OF MARIN AND KENT MIDDLE SCHOOL
28. TAMALPAIS CREEK SLOPE PROTECTION PLAN, SECTION AND DETAILS
29. HANDICAPPED (ADA) CURB RAMP DETAILS

BENCHMARK:

NGS BENCHMARK P 1440 (PID HT3527) A STAINLESS STEEL ROD WITHOUT SLEEVE, WITH CAP STAMPED P 1440 1988, THE POINT IS IN A STANDARD NGS HAND HOLE. THE MONUMENT IS LOCATED 46 FEET SOUTHEAST OF THE NORTHEAST CORNER OF THE APARTMENT BUILDING AT 121 KENT AVENUE, AND 20 FEET SOUTHWEST OF THE CENTERLINE OF KENT AVENUE. ELEVATION 10.46 FEET (NAVD 1988) FEET (NAVD 1988)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2 NAD 83 (EPOCH 2007) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) TIBURON (PID A14507) AND ST. VINCENT BEING NORTH 22°26'01" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CONFINED SPACES:

WHILE WORKING ON THE PROJECT, THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE DISTRICT'S CONFINED SPACE ENTRY PROCEDURES FOR ALL THE PERMIT SPACE ENTRIES. THE FOLLOWING SPACES ARE HEREBY DESIGNATED PERMIT SPACES:

MANHOLES  
BELOW GROUND PITS AND PIPES

SEWAGE PUMPING REQUIREMENTS:

SEWAGE SHALL BE PUMPED AROUND WORK AREA DURING PIPEBURSTING CURED IN PLACE LINING OR DIRECT BURIAL CONSTRUCTION WHERE PIPE IS BEING REPLACED AT THE SAME LOCATION WHENEVER SEWAGE IS BEING PUMPED, THE CONTRACTOR SHALL MAINTAIN AN AUXILIARY PUMP ON THE JOB SITE. IF PUMPING MUST CONTINUE OVERNIGHT OR ON WEEKENDS, THE CONTRACTOR MUST ARRANGE FOR 24-HOUR MAINTENANCE. PUMPS MUST BE ELECTRICAL AND PROPERLY MAINTAINED IN ORDER TO AVOID UPSTREAM OVERFLOW OF SEWAGE. SEWAGE OVERFLOWS ARE ABSOLUTELY PROHIBITED.

SANITARY DISTRICT No. 1

Marin County, California

PLANS

FOR THE CONSTRUCTION OF

WOODLAND - COLLEGE - GOODHILL  
CAPACITY IMPROVEMENT PROJECT

KENTFIELD

BOARD OF DIRECTORS

PATRICK A. GUASCO - PRESIDENT

MARCIA JOHNSON - SECRETARY

SUE BROWN - TREASURER

STEVEN M. VANNI - ALT SECRETARY

PETER SULLIVAN - ALT TREASURER

BRETT N. RICHARDS - GENERAL MANAGER

RANDELL Y. ISHII - DISTRICT ENGINEER

NUTE ENGINEERING

907 Mission Ave.  
San Rafael, California

Tel 415.453.4480

Fax 415.453.0343

SUBMITTED BY:

W. Edward Nute

Steven M. Vanni



1  
OF  
29

1" = 100'  
IF THIS DOES NOT MEASURE ONE INCH,  
THESE PLANS ARE NOT TO SCALE.

1 CONFORMED SET PER ADD # 1 & # 2



SANITARY DISTRICT NO. 1  
Marin County, California

WOODLAND - COLLEGE - GOODHILL  
CAPACITY IMPROVEMENT PROJECT

PROJECT LOCATION MAP  
AND INDEX TO PLANS

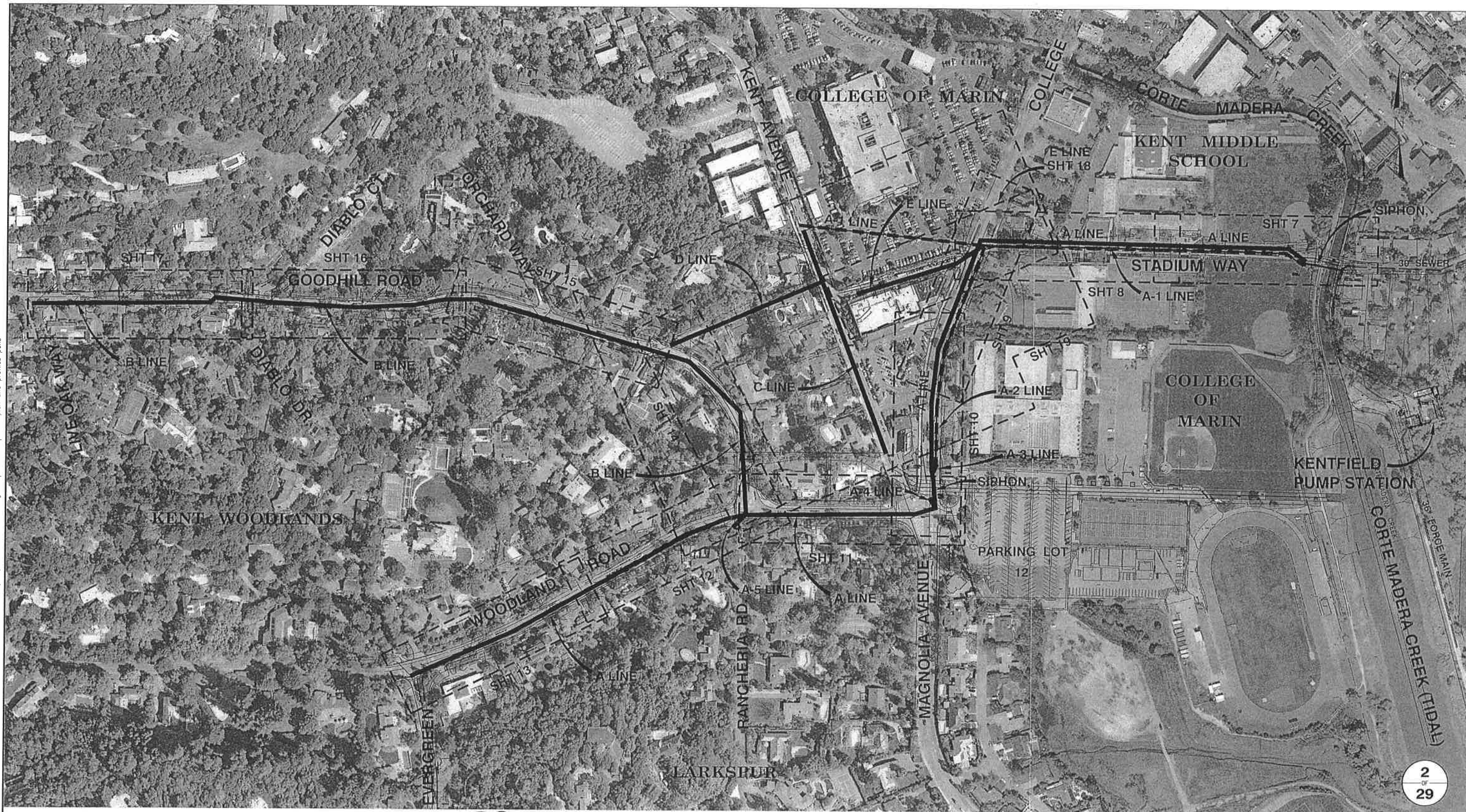
NUTE ENGINEERING

907 MISSION AVE., SAN RAFAEL, CALIFORNIA TEL 415-453-4480

Drawn by: JLE Job No.: 7698 Scale: AS SHOWN  
Checked by: WEN Date: APRIL 2010



Printed: June 8, 2010 12:24 PM  
L:\District\Ross Valley - SD\17698-Woodland-College-Goodhill\7698.1 Woodland-Goodhill.dwg Phase 1.dwg Layout: 2 KEY MAP PageSetup: ansi d paf - plan and profiles pens



2  
OF  
29

#### CONTACTS:

SANITARY DISTRICT No. 1	JOE CIMINO	PHONE (415) 259-2949
COLLEGE OF MARIN	BOB THOMPSON	PHONE (415) 485-9450
KENT MIDDLE SCHOOL	PAUL MILLER	PHONE (415) 458-5121

**WARNING:**  
BETWEEN NO EARLIER THAN JULY 26, 2010 AND ABOUT OCTOBER 15, 2010 THE KENTFIELD PUMP STATION WILL BE OUT OF OPERATION WHICH MEANS THAT ALL SEWERS IN THE WORK AREA WILL BE OPERATING IN A SURCHARGED CONDITION WITH WATER LEVELS BETWEEN EL +4 AND +8. THE SEWERS IN THE WORK AREA ARE KNOWN TO BE LEAKY SO THE CONTRACTOR SHOULD EXPECT HIGH GROUNDWATER CONDITIONS. GROUNDWATER PUMPED FROM EXCAVATIONS AND TRENCHES SHALL BE DISCHARGED TO THE SANITARY SEWERS.

0 50 125 250  
SCALE-IN FEET

1 CONFORMED SET PER ADD # 1 & # 2

1" = 100'  
IF THIS DOES NOT MEASURE ONE INCH,  
THESE PLANS ARE NOT TO SCALE.

**SANITARY DISTRICT NO. 1**  
Marin County, California

**WOODLAND - COLLEGE - GOODHILL  
CAPACITY IMPROVEMENT PROJECT**

#### KEY MAP

NUTE ENGINEERING

907 MISSION AVE., SAN RAFAEL, CALIFORNIA TEL 415-453-4480

Drawn by: JLE	Job No.: 7698	Scale: AS SHOWN
Checked by: WEN		Date: APRIL 2010

## **EXHIBIT “I”**





EXHIBIT  
119  
Richards  
12-13-11

PERGAD 800-831-0089