



1902 - Serving Our Community for over 120 Years - 2026

**WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS**

**REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MARCH 25, 2026 AT 7:00 P.M. RONALD W.
SHEPHERD ADMINISTRATION BUILDING, 500 LAUREL
STREET, MENLO PARK, CALIFORNIA 94025**

Board Members

Fran Dehn, President
David Walker, Secretary
Roy Thiele-Sardiña, Treasurer
Edward P. Moritz, Member
George Otte, Member

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/82511549769?pwd=fmTWC0hXSDjE4Or1DsKQAncfmpKKaX.1>

Meeting ID: 825 1154 9769 Passcode: 071740

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar
Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.
 - A. Approval of Minutes for Regular meeting March 11, 2026 Pg. 3A-1
 - B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru February 28, 2026 Pg. 3B-1
4. Discussion and Direction on on Collection of Unpaid/Past Due Sewer Service Charges and Connection Fees Associated with Accessory Dwelling Unit Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Consider Adoption of a General Regulation Amending the Code of General Regulations Adding a New Article X "Recycled Water" to the West Bay Sanitary District Code of General Regulations and Renumbering Articles X "Enforcement" through XIII "Code of Regulations in Force" as Articles XI through XIV, Respectively Pg. 6-1
7. Consider Approving Recycled Water Facility Connection Fees and Rates Report, Providing Notice, and Setting Public Hearing to Approve Rates Pg. 7-1

8. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services with Freyer & Laureta, Inc. for \$25,000 for the FERRF Pump Station Replacement Project No. 1776.0 Feasibility Report Pg. 8-1
9. Discussion and Direction on Sharon Heights Recycled Water Facility Pg. 9-1
10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
11. Report, Discussion, and Direction on RethinkWaste (SBWMA) Pg. 11-1
12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
13. Closed Session
 - A. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation pursuant to Cal. Gov't. Code §54956.9(d)(2):
(one or more potential cases)
 - B. PUBLIC EMPLOYMENT
(Cal. Govt. Code § 54957)
Title: Finance Manager
 - C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Unrepresented employee: General Manager
14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
15. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation



1902 - *Serving Our Community for over 120 Years* - 2026

WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MARCH 11, 2026 AT 7:00 P.M.

1. Call to Order

President Dehn called the meeting to order at 7:00 PM

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Treasurer Thiele-Sardiña, Director Moritz, Director Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Heydari, Ramirez, and by Zoom: Condotti, and Chu,
Others Present: By Zoom: Citizen Michael

2. Communications from the Public: None

3. Consent Calendar

Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.

- A. Approval of Minutes for Regular meeting February 25, 2026
- B. WBSD Operations and Maintenance Report – February 2026
- C. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – February 2026
- D. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – February 2026
- E. East Palo Alto Sanitary District (EPASD) Operations and Maintenance Report for Work Performed by WBSD – February 2026
- F. Consider Authorizing the General Manager to Issue Class 3 Sewer Permit No. 25-850 for the Construction of a 2” Force Main Extension, and Class 5 Sewer Permit No. 25-422 for the Construction of an On-Site Grinder Pump System for 10 Los Charros Lane, Portola Valley, California
- G. Consider Approving Resolution of Intention to Annex Certain Territory (1265 Westridge Drive Portola Valley; APN: 077-033-080) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing
- H. Consider Approving Resolution of Intention to Annex Certain Territory (1345 Westridge Drive Portola Valley; APN: 077-033-140) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Comments: None

Motion to Approve by: Thiele-Sardiña 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the District is finalizing the recycled water rates and code. There will be a Ghost ADU update at the next meeting. Los Altos Hills had a spill due to a fallen oak tree that was blocking manholes. The District is developing a CIP schedule for 2026/27.

The next board meetings are scheduled for March 25th, April 8th, and April 22nd. The Budget Workshop is scheduled for May 5th. Also, form 700s are due on April 1st, and the Belle Haven Resource Fair is scheduled for March 28th.

5. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services with Freyer & Laureta, Inc. for \$204,115 for the FERRF Pump Station Replacement Project No. 1776.0

Motion to Approve by: Thiele-Sardiña 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: District Engineer Heydari reported that the current FERRF was built in the 1980's and has reached its useful life. The equipment shows signs of aging and deterioration. The board modified and approved the agenda item to authorize F&L to prepare a preliminary design report with options, not to exceed \$25K.

6. Discussion and Direction on Silicon Valley Clean Water (SVCW) Joint Powers Agreement Update

Comments: General Manager Ramirez reported that he met with Matt Zucca and their consultant to discuss the JPA updates and process. SVCW retained an attorney to help with the JPA updates. Several elements of the JPA and its nine amendments are outdated. SVCW wants to consolidate and modernize the JPA language to make it consistent with current practices and update bylaws, cost allocation, and other elements. District staff will keep the Board updated throughout the process.

7. Report and Discussion on Sharon Heights Recycled Water Facility

Discussion/Comments: General Manager Ramirez reported that 4.2MG was processed and 55.6K gallons were delivered in February 2026. Staff is starting to ramp up for full production. Spreck Solar, the solar company, went out of business, so SHGCC is searching for another company to assist them with their project. The LPGA tournament is scheduled for March 20th.

8. Discussion and Direction on Bayfront Recycled Water Project and Status Update

Discussion/Comments: General Manager Ramirez reported that the City of Menlo Park is asking the District to collaborate on the Marsh Road Levee. The Board expressed that they do not want to install a levee along Marsh Road. PG&E is requiring an easement from the City of Menlo Park in order to underground the powerlines at the entrance to the FERRF. General Counsel will work with the City's Counsel to help expedite the permit process that has taken longer than usual.

9. Report, Discussion and Direction on RethinkWaste (SBWMA)

Discussion/Comments: President Dehn reported that they discussed the approvals of the resolution authorizing remote meetings and designating an additional physical location, Allied Arts.

She continued to report that SBWMA discussed the RFP for the site improvement, planning, and feasibility study. There was an update on the MRF Phase Upgrade Project and will return to the next meeting for authorization. SBWMA is trying to use the green fund bond money on the MRF Project because those funds expired, but the IRS is allowing it to be exhausted.

The current Chair, Michael Brownridge, is focusing on adding more to the consent calendar, which will free up more time for discussion. Some agenda items that will be up for discussion are landfill, Ox Mountain, and the JPA. The Board will not have a retreat but will review what occurred at the previous one.

10. Report, Discussion and Direction on Silicon Valley Clean Water (SVCW) Plant

Discussion/Comments: Director Otte reported that staff are still researching the fan that blew up and a solution. Staff are approving the roof for the office building. Staff will be going into the capital program and obtain a draft of the operation and capital expenditures. SVCW is expecting a 5.5% increase overall. The next SVCW Commission Meeting is scheduled for March 12th.

11. Closed Session:

- A. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation pursuant to Cal. Gov't. Code §54956.9(d)(2):
(one or more potential cases)

Entered closed session at 8:22 PM Left closed session at 9:06 PM

Reportable action: None

12. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

Discussion/Comments: Director Moritz inquired about the report from the last meeting regarding the replacement of pipes for high frequency requirements and if there has been a reduction in OT. General Manager Ramirez stated that the District will have that information by the time they have the budget workshop.

The District continues to review and work on the mission statement.

13. Adjournment Time: The meeting was adjourned at 9:09 PM

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WEST BAY SANITARY DISTRICT
Financial Activity Report
February 2026

Date: *March 25, 2026*

To: *Board of Directors*

From: *Annette Bergeron, Personnel & Accounting Specialist*
Vivian Chu, Finance Manager

Subject: *Approve Monthly Financial Activity Report*

Financial Activity for the month of February 2026.

Receipt Summary:

Commercial Deposits	31,810.52
Credit Cards / eChecks	90,185.40
Franchise Fees	10,602.58
San Mateo County [Tax Roll]	0.00
SHGCC	53,979.17
Invoices	434,783.13
Transfers	2,000,000.00
Total Receipts	2,621,360.80

Withdrawal Summary

Total Checks	4,086,969.09
Total Corp Cards	8,286.91
Total Bank Wires/ACHs	659,359.21
External Withdrawals	4,754,615.21
Total Internal Bank Transfers	-
Total Withdrawals	4,754,615.21

Fund Expenditure Summary by Budget Category

Fund		
100	Operations	833,351.46
200	Capital	522,590.54
300	Solid Waste	0.00
500	Recycled Water	3,398,673.21
800	Silicon Valley Clean Water	0.00
	Expenditures by Fund	4,754,615.21

The transactions listed comprise multiple District checking, money market, and investment accounts. Transfers are listed based on debit (deposit) or credit (withdrawal) from operating accounts, therefore transfers from investment accounts to operating accounts are not listed twice. Investment activity is detailed in the quarterly Treasurer's Reports.

Presented to West Bay Sanitary District Board of Directors for review and approval.

President _____

Secretary _____

Investment Portfolios

There are currently five separate investment reserves maintained to support the goals of the District, along with reserves held in Local Agency Investment Fund (LAIF) and the restricted Pension Trust and Recycled Water State Revolving Fund (SRF) Reserves. Annual contributions are made in accordance with the Board approved budget and periodically evaluated. The Vehicle & Equipment Reserve account was closed in January 2025. The reserve was moved to LAIF in FY 2025-26.

The Operating Reserve target is set at six months of collection operating expenses, based on the approved fiscal year budget. The reserves are replenished when funds are received through the tax roll, the first payment for fiscal year 2025-26 received in December 2025. Funds are also held in the Capital Project Reserve, where \$20 million for long-term liabilities were transferred in fiscal year 2023-24, to earn increased yields.

The Treatment Plant Reserve target balance was set to cover Silicon Valley Clean Water (SVCW) capital needs and avoid incurring addition debt.

<u>Reserve Account</u>	<u>Originated</u>	<u>Target Balance</u>	<u>Balance 2/28/2026</u>	<u>Target</u>
Operating Reserve	11/26/2014	\$18 million	\$7,830,235	Unfulfilled
Rate Stabilization Reserve	10/30/2015	\$10 million	\$6,224,105	Unfulfilled
Treatment Plant Reserve	8/1/2021	\$12 million	\$11,422,549	Unfulfilled
Capital Reserve	11/26/2014	\$14 million	\$16,448,708	Achieved *
Recycled Water Cash Flow	11/18/2016	\$8 million	\$4,865,049	Unfulfilled
Recycled Water SRF Reserve	3/1/2018	\$1.46 million	\$1,522,099	Achieved
Vehicle & Equipment Reserve	8/18/2011	\$1 million	\$0	Unfulfilled

* The District has \$2.4 million over total unrestricted target balances.

Excess funds over the current monthly expenditures are held in Local Agency Investment Fund (LAIF), which are equivalent to cash and may earn higher yields without a long-term commitment. Operating and Equipment Reserves, customer deposits, and Solid Waste Funds are held in LAIF.

<u>Investments by Type</u>	<u>Target Balance</u>	<u>Balance 2/28/2026</u>
Operating Accounts		\$3,439,089 **
Local Agency Investment Fund (LAIF)	\$18 million	\$7,830,235
Unrestricted Reserves		
Investment Portfolios	\$44 million	\$38,960,411
Money Market Account		\$0
Restricted Reserves		
Recycled Water SRF Reserve	\$1.46 million	\$1,522,099
Public Agency Retirement Services (PARS)		\$1,160,836

** The District had approximately \$128 thousand in outstanding checks as of 1/31/2026.

**West Bay Sanitary District
Receipts
February 2026**

Receipt Date	Receipt Number	Description	Amount
2/2/2026	464609	Distinct Builders: C1A Permit: 11 Greenwood Pl, MP	510.00
2/2/2026	464611	Distinct Builders: C4B Permit: 11 Greenwood Pl, MP	230.00
2/2/2026	464615	AK on Hermosa Way: ADU Fee: 801 Hermosa Way, MP	5,595.20
2/2/2026	464615	AK on Hermosa Way: C1D Permit: 801 Hermosa Way, MP	510.00
2/3/2026	464616	Rafael Mendoza Madrigal: ADU Fee: 235 Terminal Ave, MP	8,177.60
2/3/2026	464616	Rafael Mendoza Madrigal: C1D Permit: 235 Terminal Ave, MP	510.00
2/3/2026	464617	Trenchfree: C2F Permit: 1019 Laurel St, MP	750.00
2/4/2026	464618	Siva Singaram: ADU Fee: 660 Berkeley Ave, MP	3,443.20
2/4/2026	464618	Siva Singaram:C1D Permit: 660 Berkeley Ave, MP	510.00
2/4/2026	464619	San Juan Sterling Homes: ADU Fee: 15 San Juan Ave, MP	3,443.20
2/4/2026	464619	San Juan Sterling Homes: C1D Permit: 15 San Juan Ave, MP	510.00
2/4/2026	464621	Bayshore Plumbers: C1A Permit: 11 Coquito Ct, PV	510.00
2/5/2026	464622	Jose Garcia: C1A Permit: 207 Holland St, EPA	510.00
2/5/2026	464623	Handy Plumbing Man: C1A Permit: 90 Stevenson Ln, ATH	510.00
2/5/2026	464624	Elliott Design & Build: C4A Permit: 2160 Oakley Ave, MP	230.00
2/5/2026	464624	Elliott Design & Build: Wye Connection: 2160 Oakley Ave, MP	460.00
2/5/2026	464625	Elliott Design & Build: ADU Fee: 2160 Oakley Ave, MP	8,608.00
2/5/2026	464625	Elliott Design & Build: C1A Permit: 2160 Oakley Ave, MP	510.00
2/5/2026	464670	Handy Plumbing Man: C1A Permit: 237 Santa Margarita Ave, MP	510.00
2/6/2026	464626	Wayne Lin: District staff/time to discharge to main: 5 Callado Way, ATH	109.00
2/6/2026	464627	TrenchFree: C1A Permit to C1F Permit: 2 Lowery Dr, ATH	240.00
2/9/2026	464628	Bell Plumbing: C1F Permit: 46 Barry Ln, ATH	750.00
2/9/2026	464629	EJ Plumbing: C1F Permit: 2170 Camino A Los Cerros, MP	750.00
2/9/2026	464630	John Shafer: C1A Permit: 12 Hawkview St, PV	510.00
2/9/2026	464632	Total Underground: C4A Permit: 434 Claremont Way, MP	230.00
2/9/2026	464633	Mario's Plumbing & Drains: C1A Permit: 1246 Altschul Ave, MP	510.00
2/9/2026	464634	Centric Building: C1D Permit: 2170 Camino A Los Cerros, MP	510.00
2/9/2026	464635	Alignment Architects: C4B Permit: 2311 Warner Range Ave, MP	230.00
2/10/2026	464636	Ana Williamson Architect: C1A Permit: 856 La Mesa Dr, PV	510.00
2/10/2026	464637	Nor-Cal Trenchless Sewer: 11 Maywood Ln, MP	510.00
2/12/2026	464638	JD Haaland Construction: Residential ADU Fee: 119 Glenwood Ave, ATH	8,608.00
2/12/2026	464638	JD Haaland Construction: ADU Fee: 119 Glenwood Ave, ATH	5,164.80
2/12/2026	464638	JD Haaland Construction: C1A Permit: 119 Glenwood Ave, ATH	510.00
2/12/2026	464638	JD Haaland Construction: Wye Conn: 119 Glenwood Ave, ATH	460.00
2/12/2026	464640	Nelly Cotto: ADU Fee: 337 Willow Rd, MP	4,734.40
2/12/2026	464640	Nelly Cotto: C1D Permit: 337 Willow Rd, MP	510.00
2/16/2026	464641	Paymac: Public Surplus Auction:	10,800.00
2/16/2026	464642	Rooter Hero Plumbing: C1A Permit: 182 Buckthorn Way, MP	510.00
2/16/2026	464643	Nor-Cal Trenchless Sewer & Drain: C1A Permit: 900 College Ave, MP	510.00
2/17/2026	464645	Qin Yang: Outdoor Shower Connection Fee: 894 Ringwood Ave, MP	860.80
2/18/2026	464646	Greg Dixon: C1A Permit: 17 Politzer Dr, MP	510.00
2/18/2026	464647	Sophia Ross: C4B Permit: 2190 Mills Ave, MP	230.00
2/18/2026	464648	David Jackson: Annexation Application Fee: 1265 Westridge Dr, PV	680.00
2/18/2026	464671	Jennifer Der Yuen: Plan Review: 10 Los Charros, PV	290.00
2/19/2026	464649	Jennifer Wenker: ADU Fee: 518 Bay Rd, MP	6,025.60
2/19/2026	464649	Jennifer Wenker: C1D Permit: 518 Bay Rd, MP	510.00
2/19/2026	464650	Magnificent Plumbing: Re-Inspection Fee: 700 El Camino Real, MP	115.00
2/23/2026	464652	Centri Building: ADU Fee: 1320 Arbor Rd, MP	5,595.20
2/23/2026	464652	Centri Building: C1A Permit: 1320 Arbor Rd, MP	510.00
2/24/2026	464653	Jennifer Der Yuen: C3 Permit: 10 Los Charros, PV	2,770.00
2/24/2026	464654	Jennifer Der Yuen: Conn Fee: 10 Los Charros, PV	8,608.00
2/24/2026	464654	Jennifer Der Yuen: C5 Permit: 10 Los Charros, PV	5,825.00
2/24/2026	464655	Pacific Peninsula Group: ADU Fee: 38 Elena Ave, ATH	5,595.20
2/24/2026	464655	Pacific Peninsula Group: C1A Permit: 38 Elena Ave, ATH	510.00
2/24/2026	464655	Pacific Peninsula Group: Wye Fee: 38 Elena Ave, ATH	460.00
2/24/2026	464657	Graniterock: Credit Refund:	3.32
2/25/2026	464658	EJ Plumbing: C1F Permit: 953 Cotton St, MP	750.00
2/25/2026	464659	Trilogy Properties: ADU Fee: 1047 Alberni St, EPA	4,734.40
2/25/2026	464659	Trilogy Properties: C1D Permit: 1047 Alberni St, EPA	510.00
2/25/2026	464662	David Jackson: Annexation Fee: 1265 Westridge Dr, PV	2,500.00
2/25/2026	464662	David Jackson: OWDZ Fee: 1265 Westridge Dr, PV	680.00
2/26/2026	464660	Promo Plumbing: C1A Permit: 1240 Hillview Dr, MP	510.00
2/26/2026	464661	Promo Plumbing: C1A Permit: 1245 Hillview Dr, MP	510.00
Receipts			121,995.92
Franchise Fees			
2/17/2026		Recology: SW Franchise Fees 12/2025	10,602.58
Other Receipts			
2/3/2026		Sharon Heights Golf & County Club: Operations & Maintenance Expense 3/2026	53,979.17
2/4/2026		MP Oak Gardens Associates: Sewer Service Charges 3/2026-6/2026	29,760.00
2/6/2026		EPASD: Maintenance Service Agreement 01/2026	160,917.23
2/7/2026		Casey Construction: District Staff Time & Equipment Costs, 4400 Fair Oaks Ave, MP	2,234.24
2/7/2026		EPASD: Maintenance Service Agreement 12/2025	136,789.49
2/7/2026		Town Of Los Altos Hills: Maintenance Service Agreement 12/2025	47,680.32
2/7/2026		Town Of Woodside: Maintenance Service Agreement 10/2025-12/2025	57,401.85
Sub Total Receipts			621,360.80
Other Bank Transfers			
2/12/2026		LAIF to Ops	2,000,000.00
Total Other Bank Transfers			2,000,000.00
Total Receipts			2,621,360.80

**West Bay Sanitary District
Financial Activity Report
Withdrawals
February 2026**

Check	Date	Payee	Purpose	Amount
74249	2/5/2026	Action Towing	District Vehicle Tow Service	440.00
74250	2/5/2026	Alpha Analytical Laboratories	Coliform Sampling - SHRWF	662.50
74251	2/5/2026	BidNet	Online Bidding Solution Annual Fee	9,680.71
74252	2/5/2026	CSRMA	Pooled Liability Deductible Recovery 2/26/25 PG&E	11,428.70
74253	2/5/2026	Cintas	Uniform Cleaning Supplies	852.44
74254	2/5/2026	CWEA	Memberships and Renewals	233.00
74255	2/5/2026	EPS Inc. dba Express	Project No. 1771.0 Middlefield Marsh Siphon Replacement Project	296,613.75
74256	2/5/2026	Fischer Compliance LLC	EPASD - SSMP & SERP Updates	15,640.00
74257	2/5/2026	Harrington Industrial Plastics	SHRWF - Misc Parts Operating Supplies	441.80
74258	2/5/2026	Industrial Scientific Corp.	iNet Exchange Program - Gas Monitors	3,389.68
74259	2/5/2026	National DRIVE	Teamster Pledge Contribution	10.00
74260	2/5/2026	Navia Benefit Solutions	FSA Contributions	984.60
74261	2/5/2026	Pacific Gas & Electric	Electric Service	18,374.15
74262	2/5/2026	Seekzen Systems	IT Consulting Monthly Fee	475.00
74263	2/5/2026	TPX Communications	VoIP & Fiber Service	3,025.93
74264	2/5/2026	Veolia Water North America	Water Service	74.93
74265	2/5/2026	Woodard & Curran	Bayfront Project 1763.0 Management Contract C	83,169.75
74266	2/12/2026	Airgas USA, LLC	Monthly Tank Rental	132.41
74267	2/12/2026	Anderson Pacific	BFRWF Project 1763.0 Phase 2 Escrow Account	164,150.39
74268	2/12/2026	Anderson Pacific	BFRWF Project 1763.0 Phase 2	3,118,857.39
74269	2/12/2026	Bay Alarm	Alarm Monitoring	1,010.85
74270	2/12/2026	California Water Service	Water Service	103.26
74271	2/12/2026	CARB/PERP	Trailer Generator Registration	735.00
74272	2/12/2026	Cintas	Uniform Cleaning Supplies	1,562.33
74273	2/12/2026	City of Menlo Park - Water Svc	Water Service	302.43
74274	2/12/2026	Dinsmore Landscape Company	Landscape Maintenance Contract	680.00
74275	2/12/2026	Grainger	SHRWF - Misc Parts Operating Supplies	776.02
74276	2/12/2026	HD Supply, Inc.	Pipe Supplies	2,341.10
74277	2/12/2026	Home Depot Credit Services	Maintenance Supplies	868.12
74278	2/12/2026	IEDA	Labor Relations Fees	884.61
74279	2/12/2026	Jose Quezada	Office of Water Programs - Manage for Success	75.00
74280	2/12/2026	Municipal Maintenance Equip.	CCTV Camera Parts	298.23
74281	2/12/2026	Navia Benefit Solutions	Commuter & FSA Fees	796.00
74282	2/12/2026	Oracle America	NetSuite Implementation	3,537.33
74283	2/12/2026	Peninsula Truck Repair	District Vehicle Repairs	655.45
74284	2/12/2026	Red Wing	Safety Boots	965.21
74285	2/12/2026	Redwood General Tire Co	District Vehicle Repairs	1,958.16
74286	2/12/2026	Stevens Creek Quarry	Backfill Material	1,228.91
74287	2/12/2026	Sutter Buttes Communications, Inc.	Radio Air Time	2,976.00
74288	2/12/2026	Valley Heating & Cooling	Admin Elevator Room AC Unit Replacement	8,412.00
74289	2/12/2026	Weeco Industries	Sewer Cleaning Equipment	2,147.99
74290	2/12/2026	Restoration Management Co.	Sewage Damage Services	4,253.18
74291	2/19/2026	Abila	MIP Cloud Monthly Subscription	75.85
74292	2/19/2026	Atchison, Barisone & Condotti	Legal Services	23,810.32
74293	2/19/2026	Bay Area Air Quality Mgmt Dist	Annual Permit Renewals	2,340.00
74294	2/19/2026	Readyrefresh By Nestle	Water Delivery	341.65
74295	2/19/2026	California Water Service	Water Service	4,217.50
74296	2/19/2026	Cintas	Uniform Cleaning Supplies	863.09
74297	2/19/2026	City of Menlo Park - Fuel	Fuel: District Vehicles	2,010.70
74298	2/19/2026	Comcast	Cable Subscription	393.65
74299	2/19/2026	CPS HR Consulting	HR Consulting Services	800.00
74300	2/19/2026	CWEA	CWEA Certification Testing	634.00
74301	2/19/2026	Dell Marketing	Dell Desktop	1,786.09
74302	2/19/2026	Du-All Safety, LLC	Monthly Safety Maintenance	1,800.00
74303	2/19/2026	Embarcadero Media Foundation	Almanac: Ads & Legal Notices Almanac	3,108.00
74304	2/19/2026	Grainger	Misc Parts & Supplies	2,024.82
74305	2/19/2026	Instrument Technology Corp.	Replacement Lateral Camera	8,071.88
74306	2/19/2026	Kone Pasadena	Elevator Maintenance	371.94
74307	2/19/2026	Marvin Argueta-Ramos	Perscription Safety Glasses	210.00
74308	2/19/2026	Menlo Park Ace Hardware	Maintenance Supplies	8.30
74309	2/19/2026	National DRIVE	Teamster Pledge Contribution	10.00
74310	2/19/2026	Navia Benefit Solutions	FSA Contributions	984.60
74311	2/19/2026	Pacific Gas & Electric	Electric Service	420.98
74312	2/19/2026	Recology Peninsula Services	Monthly Service Fee	249.39
74313	2/19/2026	Repcor	Pipe Patch Supplies	6,547.20
74314	2/19/2026	Sharp Business Systems	Sharp Copier Monthly Lease	1,087.22
74315	2/19/2026	Summit Truck Equipment	Pump Truck	191,356.00
74316	2/19/2026	Teamsters Local #350	Union Dues	1,452.00
74317	2/19/2026	Underground Republic Water	Sewer Couplers, Wye, T's	4,712.04
74318	2/19/2026	Verizon Wireless	Monthly Service Fee - Plant to Pond Comms - SHRWF	65.04
74319	2/19/2026	Victor Garcia	Boot Reimbursement Victor Garcia	325.00
74320	2/19/2026	Vivian Chu	Reimbursement for Management Class	155.00
74321	2/25/2026	Backflow Prevention Specialist	18 Backflow Prevention Device Annual Testing	2,910.71
74322	2/25/2026	California Water Service	Water Service	185.47
74323	2/25/2026	CalPERS LongTerm Care Program	PERS LTC	234.10
74324	2/25/2026	City of Menlo Park - Water Svc	Water Service	1,158.35
74325	2/25/2026	County of Santa Clara	Annual Permit Renewal - Los Trancos PS	663.00
74326	2/25/2026	CWEA	CWEA Certification Testing	240.00
74327	2/25/2026	First Unum Life	Life, AD&D, Disability Ins	2,979.23
74328	2/25/2026	Freyer & Laureta	F&L On-call Construction Inspection Contract 2024	40,425.79
74329	2/25/2026	Industrial Scientific Corp.	I-Net Exchange Program	3,389.68
74330	2/25/2026	Pacific Gas & Electric	Electric Service	1,208.55
74331	2/25/2026	Preferred Alliance	DOT Testing Admin Fees	230.16
74332	2/25/2026	Principal Life Insurance	Dental & Vision Ins	5,676.22
74333	2/25/2026	Verizon Wireless	District Cellular Service	2,231.26

4,086,969.09

**West Bay Sanitary District
Financial Activity Report
Withdrawals
February 2026**

Corporate Cards:

GL	Date	Account Name	Description	Amount
54028	1/8/2026	Commuter & FSA Benefits	Commuter Benefit	1,330.00
54061	1/8/2026	Gas & Diesel Vehicles	Unit 202 & 206 - Fuel	85.06
54080	1/8/2026	Memberships	Peloton, Google Nest, Ifit Subscriptions	545.99
54091	1/8/2026	Office Supplies	Office Supplies, Stationary	900.88
54092	1/8/2026	Printer Supplies	Toner Supplies	1,078.35
54093	1/8/2026	Postage	USPS Certified Mail	41.20
54095	1/8/2026	Office Expense - Other	Flower Shop: Sympathy Flowers	88.19
54101	1/8/2026	Operating Supplies	Operating Supplies: Log Books, PortaPak, Apple Storage	300.42
54103	1/8/2026	Vehicle & Equipment Supplies	Tablet Accessories	648.05
54105	1/8/2026	Pump Station Parts & Supplies	Remote Batteries	27.22
54132	1/8/2026	Printing Forms	BNP Media: Annual Subscription Fee 1/24	99.99
54151	1/8/2026	R&M - Fleet/Vehicle	TK Services- Case Backhoe Repairs 1/26/2026	1,460.84
54157	1/8/2026	R&M - Building	Air Filteres, Hose Fittings	404.81
54158	1/8/2026	Computer Software	Zoom, Amazon Renewals	32.60
54173	1/8/2026	Dept Training & EE Development	Crew Trainings, Manager Meetings	129.06
54176	1/8/2026	Business Meetings GM	GM Meetings	594.62
54191	1/8/2026	Internet	SHGCC-RWF Internet	519.63
US Bank - CalCards				8,286.91

Bank Wires/ACH

Date	Payee	Purpose	Amount
2/3/2026	CalPERS	Retirement Contributions PR 01/09/2026	37,131.80
2/5/2026	ADP	Employee Payroll - Check Date - 02/6/2026	182,429.69
2/5/2026	ADP	Payroll Taxes - 02/6/2026	49,606.51
2/5/2026	ADP	Payroll Taxes - Board	1,122.98
2/5/2026	ADP	Director Fees January 2026	5,685.91
2/6/2026	MissionSquare	Deferred Compensation PR 02/06/2026	17,891.71
2/11/2026	CalPERS	Health Premiums	92,328.08
2/13/2026	ADP	ADP Fees	433.50
2/18/2026	CalPERS	Retirement Contributions PR 01/23/2026	37,160.12
2/19/2026	ADP	Employee Payroll - Check Date - 02/20/2026	164,323.93
2/19/2026	ADP	Payroll Taxes - 02/20/2026	51,217.97
2/20/2026	ADP	ADP Fees	500.00
2/20/2026	MissionSquare	Deferred Compensation PR 02/20/2026	18,041.71
2/20/2026	ADP	ADP Fees	410.05
2/27/2026	Navia Benefit Solutions	March Commuter Benefits	690.00
2/27/2026	ADP	ADP Fees	385.25
Bank Wires/ACH			659,359.21

Bank Transfers:

Date	Payee	Purpose	Amount
No Internal Transfers for February			
Internal Bank Transfers			0.00

Withdrawal Summary:

Total Checks	4,086,969.09
Total Corp Card	8,286.91
Total Bank Wires / ACHs	659,359.21
Total Internal Bank Transfers	0.00
Total Withdrawals	4,754,615.21

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Discussion and Direction on Collection of Unpaid/Past Due Sewer Service Charges and Connection Fees Associated with Accessory Dwelling Unit*

Staff will present an update on the collection of unpaid/past due Sewer Service Charges and Connection Fees associated with unpermitted ADUs.

The Board will have the opportunity to provide direction to staff and general counsel.

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To: Board of Directors
From: Sergio Ramirez, General Manager
Subject: General Manager's Report

- 1) **Administrative:**
 - a. Recycled Water Rates were reviewed by the Finance Committee on March 10 at 1PM.
 - b. The Recycled Water Code was reviewed by the Recycled Water Committee on March 12 at 2PM. The code will be brought to the full Board on March 25.
- 2) **Finance:**
 - a. San Mateo County Assessor's Office assisted staff with a formal process to add delinquent Sewer Service Charges to the FY26/27 Tax Roll.
 - b. Staff began the budget preparation process. A budget workshop to review the proposed budget is scheduled on May 5.
- 3) **Capital Improvement Program (CIP):**
 - a. **Levee Improvement Project:**
 - i. The City of Menlo Park is expected to issue an easement to PG&E to underground the powerlines on Marsh Road for the Bayfront Recycled Water Facility.
 - b. **Repair Project:**
 - i. The Point Repair Phase IIIA is nearing completion and Phase IV is out to bid.
- 4) **Information Technology (IT):**
 - a. Staff began to implement the new computerized maintenance management system.
- 5) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Staff continue to service the three O&M interagency agreements.
 - b. **Pump Facilities:**
 - i. The Willow Pump Station project is complete. The project should come to the Board for acceptance by April.
 - c. **Training:**
 - i. Staff continues to receive Class A Commercial Driver's License training.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. Staff is preparing the annual true-up per the Long-Term Agreement.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. Construction is on schedule and should be completed in Q1 of 2027. The facility will then be operated by the contractor for six to nine months.

- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. The new 2026 Dodge RAM Crane Utility Truck was delivered and will be placed in service in March.

- 8) **Personnel:**
 - a. Recruitment for an Operator II is going well. The new Operator will assist with treatment plant operations. The District received over ten qualified applications and will conduct interviews at the end of March.

- 9) **Upcoming Events:**
 - a. **Next Board Meetings:**
 - i. Board Meetings Schedule: Wednesdays March 25 and April 8.

- 10) **Misc. Items:**
 - a. **West Bay:** The General Manager will update the Board on miscellaneous items.
 - b. **Town of Los Altos Hills:** Crews continue to maintain and CCTV inspect the system.
 - c. **Town of Woodside:** Crews continue to maintain and CCTV inspect the system.
 - d. **East Palo Alto:** Crews continue to maintain and CCTV inspect the system.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Adoption of a General Regulation Amending the Code of General Regulations Adding a New Article X “Recycled Water” to the West Bay Sanitary District Code of General Regulations and Renumbering Articles X “Enforcement” through XIII “Code of Regulations in Force” as Articles XI through XIV, Respectively

Recommendation

Adopt General Regulation No. ____ adding a new Article X titled “Recycled Water” to the District’s Code of General Regulations and renumbering existing Articles X through XIII as Articles XI through XIV, respectively.

Background

The District has made significant investments in recycled water infrastructure and planning, including the development of the Bayfront Recycled Water Project, including establishment of Recycled Water Use Zones within the Bayfront area of Menlo Park and certain other areas nearby. These efforts are consistent with state policy encouraging the use of recycled water for non-potable purposes and with local land use approvals that require or anticipate recycled water use.

The City of Menlo Park has approved development projects of over 250,000 square feet within designated areas subject to conditions requiring the use of recycled water for landscape irrigation and other allowable non-potable uses. In addition, certain developments have been required to install dual plumbing systems to facilitate future connection to recycled water service.

The District has also certified environmental documentation and approved projects to deliver recycled water within these designated zones. To implement these policies and commitments, it is necessary to formally codify requirements governing recycled water service, use, and administration.

Discussion

The proposed ordinance adds a comprehensive new Article X to the District's Code of General Regulations addressing recycled water. Key components include:

1. Policy and Authority

- Establishes the District's policy favoring recycled water use where available, feasible, and consistent with public health and environmental requirements.
- Confirms the District's authority to construct, operate, and maintain recycled water facilities.
- Prohibits unauthorized use of onsite recycled water systems without District approval.

2. Definitions and Administrative Framework

- Provides clear definitions for key terms such as recycled water, cross-connections, distribution facilities, and Recycled Water Use Zones.
- Clarifies ownership responsibilities, with the District owning distribution infrastructure and customers responsible for on-site systems.

3. Mandatory Use Requirements

- Requires new development, including development containing less than 250,000 sq. ft. of developed area within designated Recycled Water Use Zones to install dual plumbing *and use recycled water* for irrigation and other approved non-potable uses.
- Identifies specific zoning districts where requirements apply.
- Establishes exemptions for certain developments where recycled water use is not feasible or reasonable.
- Provides procedures for determinations, notice, and appeal to the Board.

4. Rules and Regulations

- Authorizes the District to adopt detailed rules, regulations, and technical standards governing recycled water systems through resolution.

5. Service Provisions

- Addresses operational aspects of recycled water service, including:
 - Pressure and flow standards

- Allocation during shortages
- Water quality requirements
- Protection of District infrastructure
- Customer obligations and liabilities
- Unauthorized use prohibitions

6. Billing and Enforcement

- Establishes billing procedures, delinquency provisions, and penalties.
- Provides for meter testing, billing adjustments, and administrative relief in limited circumstances.
- Authorizes suspension or termination of service for noncompliance or system protection.

7. Access and Oversight

- Requires customer cooperation with inspections and monitoring by the District and regulatory agencies.

8. Rates, Fees, and Financing

- Confirms that recycled water rates will be set by ordinance.
- Authorizes retrofit financing agreements between the District and customers.
- Provides for payment of connection and capacity charges prior to service.

9. Administrative Updates

- Renumbers existing Articles X through XIII to maintain consistency within the Code.

Fiscal Impact

Adoption of the ordinance itself does not create an immediate fiscal impact. However, it establishes the regulatory framework necessary to:

- Support cost recovery through rates, fees, and charges;
 - Facilitate recycled water system expansion; and
 - Enable potential retrofit financing agreements with customers.
-

Environmental Review

The Bayfront Recycled Water Project has previously been evaluated under the California Environmental Quality Act (CEQA). Adoption of this ordinance constitutes an administrative and regulatory action implementing those prior approvals and does not create new environmental impacts.

Public Notice

In accordance with applicable law, the ordinance or a summary thereof will be published once in a newspaper of general circulation within the District. The ordinance will take effect one week after publication.

Conclusion

Adoption of General Regulation No. ____ will establish a comprehensive regulatory framework governing recycled water use within the District. This action is necessary to implement existing policy commitments, ensure regulatory compliance, and support sustainable water management practices.

Attachment

- General Regulation No. ____ (Article X – Recycled Water)
-

WEST BAY SANITARY DISTRICT

GENERAL REGULATION NO. _____

A GENERAL REGULATION ADDING A NEW ARTICLE X “RECYCLED WATER” TO THE WEST BAY SANITARY DISTRICT CODE OF GENERAL REGULATIONS AND RENUMBERING ARTICLES X “ENFORCEMENT” THROUGH ARTICLE XIII “CODE OF GENERAL REGULATIONS IN FORCE” AS ARTICLES XI THROUGH XIV, RESPECTIVELY

BE IT ORDAINED BY THE Board of Directors of the West Bay Sanitary District as follows:

Section 1. Adoption of Amendment to Article X of Code of General Regulations.

Article X “RECYCLED WATER” is hereby added to the Code of General Regulations of the West Bay Sanitary District to read as follows:

ARTICLE X

RECYCLED WATER

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SECTION 1001 – Definitions and Introductory Provisions.

(01) Statement of Policy.

A. It is the policy of the District that where available within the District’s service area, and provided its use is technically feasible, and consistent with legal requirements, preservation of public health, safety and welfare, and the environment, recycled water shall be used for non-potable uses pursuant to Section 13550 of the California Water Code.

B. Pursuant to California Health and Safety Code Section 6512, the District may acquire, plan, construct, reconstruct, alter, enlarge, lay renew, replace, maintain and operate water recycling and distribution facilities both inside and outside District boundaries, as the Board deems necessary, subject to the requirements of the San Mateo County Local Agency Formation Commission (LAFCo), contractual and other applicable legal requirements and State policy requirements.

C. It is the policy of the District that, to protect the health and safety of citizens, and the function of infrastructure and treatment systems, no recycled water be used from onsite systems without permission of the District.

D. Agreement No. 3963, dated March 3, 2023, by and between the District and the City of Menlo Park established Recycled Water Use Zones within the District, consisting of those areas to be designated for such recycled water service by the pertinent Local Agency Formation Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.)

E. The environmental impacts of certain size development projects within the Recycled Water Use Zones have been examined in depth by the City of Menlo Park (“Menlo Park”), and for each such development project, Menlo Park has adopted mitigation measures that require the use of recycled water for landscape irrigation and other allowable non-potable uses on certain land use types to reduce the respective environmental impacts of the project under consideration. Accordingly, Menlo Park has approved those development projects on the condition that recycled water is used for landscape irrigation and other allowable non-potable uses. Additionally, Menlo Park has conditioned approval of smaller (less than 250,000 sq. ft.) projects on their being “dual-plumbed” to facilitate their conversion to recycled water for non-potable uses when such supplies become available.

F. The District has planned for, and made a commitment to, the provision of recycled water for approved uses within its Recycled Water Use Zones and has certified a final CEQA (California Environmental Quality Act) document and approved a project that includes the service of recycled water within the District's Recycled Water Use Zones.

G. The District has prepared Recycled Water Use Rules and Regulations and Recycled Water Standard Specifications and Drawings (Standards) which comprise a compilation of the criteria by which the planning, design, construction, operation, maintenance and use of recycled water are administered by the District.

H. All areas designated in Figure 2-9 of the West Bay Sanitary District's FINAL ENVIRONMENTAL IMPACT REPORT (SCH#202005041) Flow Equalization & Resource Recovery Facility Levee Improvements & Bayfront Recycled Water Facility Project (APRIL 2021) and the Memorandum of Understanding between the District and the City of Menlo Park for the Sharon Heights Golf & Country Club Recycled Water Facility [cite LAFCO approved service area for SHGCC Recycled Water Project] shall be, and hereby are, included within the Recycled Water Use Zones of the District, which zones are hereby established.

(02) Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this title, shall have the meanings designated in this section:

A. "Commercial Property" means any building for office, commercial, or mixed uses with water requirements which include, but are not limited to, landscape irrigation, cooling, toilets, urinals and decorative fountains.

B. "Cross-connection" means an interconnection between a potable water supply and a non-potable source (including recycled water) via any actual or potential connection.

C. "Customer service meter" means the meter owned by the District used to measure recycled water delivered to customers' facilities.

D. "Distribution facilities" means all District recycled water pipelines and fixed equipment, including but not limited to pipelines, pumping stations, manholes, connections, reservoirs, sampling points, meters, related appurtenances, and all modifications, repairs and replacements thereto, beginning at the wastewater treatment plant and ending at each customer point of connection or at each termination of District-owned recycled water pipeline.

E. "District" means the West Bay Sanitary District.

F. "Incidental runoff" means the release of small amounts of runoff from such sources as recycled water use areas, overspray of recycled water from sprinklers, or runoff of rainwater from areas irrigated with recycled water or from decorative or storage ponds filled with recycled water, particularly during storm events.

G. "Point of connection" means the upstream side of the valve on the customer's side of the customer service meter.

H. "Recycled water" means water which, as a result of treatment of wastewater compliant with Title 22, is suitable for a direct beneficial use or controlled use as defined in California Water Code Sections 13050(n) and 13500, et seq.

I. "Recycled water use permit" means the permit typically used by the District to authorize use of recycled water by a customer, which document shall set forth the basic terms for delivery and use of recycled water by customer.

J. "Recycled water requirements" means those requirements for delivery and use of recycled water, as set forth in (1) the permit or Agreement ; (2) the general water reuse requirements of the State Water Resources Control Board, Division of Drinking Water General Order No. 2016-068 including any amending or superseding requirements; (3) State Water Resources Control Board, Division of Drinking Water reuse requirements contained in 22 California Code of Regulations Sections 60301-60355, and amending or superseding provisions; (4) the requirements of the California Plumbing Code; and (5) such other laws, regulations, agreement, orders, guidelines and standards relative to the use of recycled water during the entire time that recycled water is delivered to customer.

K. "Recycled Water Zones" means geographic areas which have been established as recycled water service areas by West Bay Sanitary District. "Recycled Water Use Zone(s)" means a defined area with boundaries within the District's jurisdiction in which Recycled Water is intended to be available and used by customers when available. Two Zones have been identified to date, the Sharon Heights Recycled Water Use Zone and the Bayfront Recycled Water Use Zone.

L. "Treatment facilities" means those facilities which produce disinfected tertiary recycled water, compliant with Title 22

(03) Ownership.

The District is the sole owner of the distribution facilities, and of equipment, supplies, warranties, rights-of-way, encroachment permits, and licenses that are acquired for the distribution facilities. Customer service meters shall be owned by the District. All facilities on the customer side of the point of connection shall be owned, operated and maintained by the recycled water customer.

SECTION 1002 Mandatory Use of Recycled Water and Regulations Governing Such Use.

(01) Mandatory Use of Recycled Water.

1. It is the policy of the District that recycled water shall be used for non-potable irrigation uses within the designated Recycled Water Use Zones wherever there is not an

alternative higher or better use for the recycled water, its use is technically feasible, and consistent with legal requirements, preservation of public health, safety and welfare, and the environment.

3. All customers shall comply with the District's Recycled Water Rules and Regulations, as adopted and amended by resolution.

2. Accordingly, unless otherwise provided hereunder, all new development within the Recycled Water Use Zone that is required to be dual-plumbed for use of recycled water for non-potable uses shall be required to use recycled water for appropriate landscape irrigation and shall, in addition, be required to use recycled water for all other appropriate non-potable uses approved by the Regional Water Quality Control Board, the District, and pursuant to applicable local land regulations and this Article. Planning, design and construction in such new development shall incorporate recycled water facilities in conformity with District Standards and the California Plumbing Code, as said provisions are amended from time to time, and such facilities shall be connected to and use District recycled water services. The District's determination of appropriate landscape irrigation uses shall be based on Standards and/or requirements for water of unrestricted use quality contained in Title 22 of the California Code of Regulations, as said provisions may from time to time be amended, and applicable requirements of the State Water Quality Control Board and Division of Drinking Water for recycled water distribution operations.

3. For purposes of Section 1002(1)2., above, development that is required to use recycled water for non-potable uses shall include development that is designated in the Menlo Park Municipal Code as located in the following zoning districts: R-3 – Apartment District (Ch. 16.20), C-1 Administrative and Professional District, Restrictive (Ch. 16.30), C-1-C Administrative, Professional and Research District, Restrictive (Ch. 16.36), C-2 Neighborhood Shopping District (Ch. 16.38), C-MU Neighborhood Mixed Use District (Ch. 16.40), O Office District (Ch. 16.43), LS Life Sciences District (Ch. 16.44) R-MU Residential Mixed Use District (Ch. 16.45) and Residential Overlay District (Ch. 16.95).

4. New development within the Recycled Water Use Zones which the General Manager or his or her designee determines meets at least one of the following criteria, shall be exempt from the requirements of this Ordinance:

a. Residential development that will not contain landscape areas owned in common requiring irrigation.

b. Development of single-family, detached residences for which no homeowners' or similar association or entity will have responsibility for irrigation system maintenance and operations.

c. Development for which recycled water service is determined by the General Manager or his or her designee not to be economical or reasonable because of its distance from available or planned recycled water sources; and/or because irrigation and other demands within such development are very slight relative to overall water demands; and/or inadequate recycled water supply is available to serve the demand.

d. Development which is exempt from the recycled water requirements set forth in Title 16 of the City of Menlo Park Municipal Code, i.e., development that is not located in the zoning districts set forth in Paragraph 3, above.

5. Existing potable water customers within the Recycled Water Use Zone shall be exempt from the requirements of this Ordinance if it is not technically or financially feasible to connect them, provided, however, that any customer who received either a potable water connection or a construction permit (or both) containing conditions requiring use of recycled water or construction of recycled water facilities (dual-plumbing) when recycled water becomes available shall not be exempt.

6. Nothing in this Ordinance shall be construed to prohibit any existing customer from voluntarily applying for recycled water service. The District shall have the right to deny such application if the General Manager or his or her designee determines that such recycled water service would not be feasible because of its distance from available or planned recycled water sources; and/or because anticipated irrigation demands served through that connection would be very slight relative to overall water demands; and/or because inadequate recycled water supply is available to serve the demand.

7. Procedures following determination

a. Each applicant or customer shall be notified in writing of any determination made under the preceding paragraphs (3, 4 or 5) and of the basis therefor. The notice, including any proposed conditions and time schedule for compliance, and, if applicable, a recycled water permit application and/or user agreement, shall be sent to the applicant or customer by certified mail. The determination shall be final if the applicant or customer does not file a written notice of appeal within thirty (30) days after receipt of the notice of determination.

b. The applicant or customer may file a written notice of appeal with the General Manager within thirty (30) days after any notice of determination to comply is delivered or mailed to the applicant or customer, and may request the Board to reconsider the determination or to modify the proposed conditions or schedule for conversion. The notice of appeal must specify each ground of the appeal. The Board will act on the appeal after reviewing the record of the General Manager's determination and the written notice of appeal, and such other information that the Board believes is necessary to review the General Manager's determination.

c. Any challenge to a decision of the Board pursuant to subparagraph b, above, shall be filed within ninety (90) days of the date such decision is rendered in accordance with California Code of Civil Procedure section 1094.6.

(02) Rules and Regulations Governing Use of Recycled Water.

The District will establish, by resolution, rules and regulations and standard specifications establishing the requirements for the planning, design, construction, operation, and maintenance of customer-owned recycled water systems in compliance with District Standards and the requirements of other regulatory agencies, including the California State Water Quality Control Board (SWQCB) Division of Drinking Water (DDW), and San Francisco Bay Regional Water Quality Control Board (RWQCB).

SECTION 1003. Provisions Concerning Recycled Water Service.

(01) Pressure and flow.

The District shall endeavor to provide continuous and adequate flows for all District recycled water customers, and shall endeavor to deliver recycled water at a pressure of between forty (40) psi and seventy-five (75) psi, measured at the recycled water customer's point of connection. In accepting recycled water, recycled water customers are deemed to have accepted all conditions of pressure and flow. If the available service pressure is higher than the customer can accept, the customer shall be responsible for providing a pressure-reducing valve downstream of the point of connection. If available pressure is lower than what the customer needs, the customer shall be responsible for providing a booster pump downstream of the point of connection. Any pumping of recycled water requires the prior written approval of the District.

(02) Allocation of recycled water in the event of a shortage or mandated reduction.

A. If the General Manager determines that the quantity of recycled water available at any time is, or is expected to be, less than the total demand, and such shortage is expected to be of a duration of less than thirty calendar days, the General Manager may prescribe and enforce rules governing allocation and use of recycled water. The General Manager shall notify the Board of any shortages as soon as practical. The Board may formalize restrictions and prohibitions on the use of recycled water in times of shortage or mandated reduction.

B. The following guidelines shall be applicable to allocation of supply during shortages, in descending order of priority:

1. No service shall be extended to new customers until the shortage no longer exists;

2. Service to customers that have entered into an agreement with the District granting priority recycled water service shall take precedence over service to those who do not have contractual priority rights.

3. Service to commercial and non-irrigation customers shall take precedence over service to irrigation-only customers.

(03) Recycled water quality.

A. Recycled water supplied for any use shall at all times satisfy the applicable water quality requirements of the Regional Water Quality Control Board, and Division of Drinking Water.

B. In accepting recycled water, customers are deemed to have accepted the water quality conditions described herein. The District shall bear no responsibility for failure to supply water of a higher quality than described herein.

(04) Protection of recycled water system.

A. No recycled water customer shall create conditions that result in damage to or reduced life of the District's distribution facilities, or impairment of water quality in the district's system.

B. Operation and inspection of all of the District's treatment and distribution facilities, up to and including the customer's service meter, shall be under the management and control of the District. No persons except authorized employees, agents, or contractors of the District shall have the right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the foregoing or any of the District's property.

(05) Liability.

The District and its officers, agents, or employees shall not be liable for damages resulting from the control, transportation, handling, use, disposal, or distribution of recycled water supplied by the District to a customer, after such water has been delivered to the point of connection of such customer, or in the case of delivery to customers who are water purveyors or truck haulers, after such water has left the District's distribution facilities. Customers shall reimburse the District for costs of repair to the District's distribution facilities and other damages resulting from the operations of the customer.

(06) Unauthorized use of water.

A. No person shall use recycled water from any service, blow-off valve, air relief valve, or any other District distribution facility without first applying for service and receiving a recycled water use permit from the District. Unauthorized use of water shall be subject to whatever penalties or charges may be imposed by the District pursuant to applicable ordinances, resolutions, or other laws, and to whatever additional recourse may be sought by health and/or regulatory authorities. Additionally, the District may seek recovery of damages, including loss of revenue, as prescribed by law.

B. No person, other than the authorized agents, employees or contractors of the District shall turn on water or operate the shut-off valves at the customer service meters or any other distribution facilities. A fee outlined in the District's Master Fee Schedule or actual cost of damage, whichever is greater, may be charged to any customer who causes or allows the customer service meter shut-off valve or distribution facilities to be operated by unauthorized persons.

(07) *Obligation to pay for water delivered.*

A. It shall be the obligation of the customer to pay for all recycled water delivered to any customer point of connection, or to the customer, in the case of delivery to customers who are water purveyors or truck haulers. The District shall bill the customer for all water so delivered, and the customer shall pay the District for all such water so delivered at the rate or rates and within the period established periodically by the District.

B. The District's recycled water rates will be based on a monthly fixed rate and a variable per gallon rate and will include costs for treatment and distribution, operation and maintenance, meter fee (based on size of meter), and share of capital replacement reserves.

(08) *Obstruction of recycled water facilities prohibited.*

No person shall place upon or about any valve box, manhole, blowoff, air relief valve, meter, meter box or vault, or any distribution facilities or appurtenances, any object, materials, debris, or structure of any kind so as to prevent free access to same at all times.

(09) *Meter reading.*

Customer service meters shall be read by the District using remote smart meters on a regular basis, usually monthly. Special meter readings may be taken because of change of customer, changes of meter or meter size, or at other times as determined necessary by the District. The District shall estimate the quantity of recycled water used in whatever manner it considers most appropriate if a meter cannot be read or in the event that a meter has not registered or has registered incorrectly.

(10) *Testing meters.*

A. Any customer may demand that the customer service meter be examined and tested by the District for the purpose of ascertaining whether it is registering correctly, if the customer believes the meter is over-registering the amount of recycled water being delivered. If on such examination and test the customer service meter shall be found to over-register recycled water by three percent or more, an adjustment of the recycled water bill shall be made to the customer by the district. No adjustment shall be made for any period more than six months preceding the date of the meter test.

B. The customer service meter may be examined and tested by the District for the purpose of ascertaining whether or not it is registering correctly, if the District believes the customer service meter is under-registering the amount of recycled water being

delivered. If on such examination and test the customer service meter shall be found to under- or over-register recycled water by three percent or more an adjustment of the recycled water bill shall be made to the customer by the District. No adjustment shall be made for any period more than six months preceding the date of the meter test.

(11) - Billing and collection for water deliveries.

A. The District shall bill customers for recycled water deliveries to the customer points of connection, or to the customer, in the case of deliveries to customers who are water purveyors or truck haulers. Billings for recycled water shall be due and payable within thirty days. Billings shall become delinquent if not paid within the thirtieth day. The District shall not be required to provide notice of delinquency.

B. If any customer directly served by the District shall be delinquent in the payment for recycled water delivered by the District, the District may assess a penalty charge of one and one-half percent for each thirty days of delinquency or part thereof.

C. If any customer served directly by the District is delinquent for more than thirty days, such delinquency may be reported by the General Manager to the District Board of Directors. The General Manager, or his/her designee at his/her discretion and upon such conditions as it may be prescribed, after giving the customer reasonable notice and an opportunity to be heard, may order the termination of recycled water service.

(12) Billing Errors and Adjustments

A. If a customer notes an error in their billing which overcharges or undercharges the customer or which, in the past, has resulted in the customer's underpayment or overpayment, the customer shall promptly notify the District of this error. When the District notes an error in its billing to a customer which has resulted in underpayment or overpayment by the customer, the District shall put the customer on notice of the error. In the case of underpayment, the customer shall reimburse the District that amount they have underpaid during the twelve-month period prior to notice. In the case of overpayment, the District shall reimburse the customer that amount the customer has overpaid during the twelve-month period prior to notice.

B. If a customer, or the District, makes the discovery that a condition exists with a bill that is the result of an extraordinary circumstance which is beyond the control of the customer, the General Manager, or such designee(s) assigned by the General Manager, may adjust the customer's billing in accordance with this section.

C. The purpose for providing administrative authority to perform billing adjustments is to allow the General Manager to authorize minor deviations from the strict application of the utility rate structures when extraordinary, nonrecurrent problems which are beyond the control of the customer occur that adversely affect the customer's billing. A billing adjustment may be granted only when the General Manager finds all of the following conditions to exist:

(1) That a written request for consideration of a billing adjustment has been received by the General Manager within thirty calendar days subsequent to the date the utility bill was mailed;

(2) That the conditions which caused the customer's need for administrative relief were not created by any act of the customer and were an extraordinary condition. Personal, family or financial difficulties, loss of prospective profits and standards of property maintenance which are at the discretion of the customer are not conditions which justify approval of a billing adjustment;

(3) That the billing adjustment, if granted, would not be a special privilege of the recipient not enjoyed by another customer facing similar circumstances;

(4) That the billing adjustment will not materially impair the purpose and intent of the rules and regulations used to govern the delivery and administration of recycled water service. Each request for the granting of a billing adjustment shall be considered on its individual merits and no billing adjustment shall be considered to have set a precedent for the denial or approval of further billing adjustments;

(5) That in any situation in which the justification for a billing adjustment is based upon the malfunction, breakage or failure of a component of the customer-owned water service system, no billing adjustment shall be granted until it has been demonstrated to the satisfaction of the General Manager that repairs or replacements of the malfunctioning, broken or failed component have been performed.

(13) *Suspension or termination of service.*

A. Whenever the General Manager determines maintenance of the District's treatment and/or distribution facilities requires suspension of delivery of recycled water at any point or points of connection or at any other location, such delivery in nonemergency situations may be suspended without liability on the part of the District upon provision of three days notice or as practicable. The District will attempt to schedule interruptions of service at such days and times as will provide the least inconvenience to the customer.

B. The General Manager may order the immediate suspension or termination of recycled water deliveries to any customer when any of the following conditions occur:

1. In the judgment of the General Manager, the customer has failed to satisfy all requirements of the District Code or regulations or has in any way endangered the public health and safety or the safety and integrity of the distribution facilities, or has violated a Regional Water Quality Control Board Order, a recycled water use permit, any Division of Drinking Water reuse criteria, or any law, regulation, agreement, order, permit, guideline or standard relative to recycled water; or

2. When so ordered by health or regulatory authorities having jurisdiction; or

3. When the District is unable to deliver properly and adequately treated recycled water; or
4. When the requirements of the Division of Drinking Water reuse criteria, and any amending or superseding provisions related to the quality of recycled water are not being met; or
5. If the Regional Water Quality Control Board or other authority changes the requirements for treating or delivering recycled water to a level the District determines it cannot reasonably meet or cannot reasonably meet without costly additional treatment making continued delivery impractical.

(14) Access to customer site.

All recycled water customers shall permit or cause to be permitted the District or its agents, the Regional Water Quality Control Board Division of Drinking Water, the San Mateo County Health Services Department, the Menlo Park Municipal Water District, Cal Water Services District and other entities with jurisdiction over recycled water or public health, access to the site where recycled water provided by the District is used or where records relative to recycled water use are kept for the purposes of: (A) inspection, testing and repair of facilities, equipment, practices or operations regulated pursuant to the RWQCB's general water reuse requirements, and any amending or superseding provisions the District Code and other laws; and (B) sampling or monitoring to assure compliance with the general water reuse requirements, and any amending or superseding provisions, the District Code and other laws. In addition, customers shall supply access to or copies of records relative to recycled water use to representatives of the above named entities on request.

SECTION 1004 Recycled Water Rates, Fees and Charges.

(01) Recycled water rates.

Rates for recycled water service within the District provided pursuant to a recycled water permit shall be established, and may be amended or revised periodically, by ordinance and set forth in Article IX "Fees, Rates and Charges." Rates for recycled water service provided pursuant to a contract shall be fixed by its terms.

(02) Reimbursement charge to recover retrofit financing.

A. The District and customer may enter into an agreement wherein the District pays the actual cost of retrofit improvements and recovers the cost thereof, plus accrued interest, through the imposition of a reimbursement charge added to the regular District recycled water billings to the customer, if such retrofit improvements are necessary to enable a customer to safely and legally use recycled water. Reimbursement charges shall be added by the District to the customer recycled water billings.

B. In determining whether or not to enter into a retrofit financing agreement, the District shall consider such factors as the estimated present and future quantities of

recycled water use, estimated cost of the necessary retrofit improvements, and estimated interest rates. The District may require, as part of the retrofit financing agreement, a minimum purchase amount of recycled water on an annual basis. The determination of whether to enter into a retrofit financing agreement shall be at the discretion of the District and Customer.

D. Interest rates to be charged by the District shall generally reflect the prevailing local agency investment fund rate plus one percent at the time the retrofit financing agreement is signed.

E. Payment of reimbursement charges shall be subject to the same terms and conditions as payment of recycled water billings.

(03) Connection Fees and Capacity Charges.

Prior to approval for a recycled water permit and connection to the District's recycled water distribution facilities the customer must submit the connection and capacity fees established by the District Board pursuant to the District's Code of General Regulations.

Connection and Capacity Fees will include the appropriate share of costs of the Treatment Facility, common distribution facilities, tanks and pumping facilities and meter installation costs.

Section 2. **Articles X through XIII renumbered.** Articles X "ENFORCEMENT" through XIII "CODE OF REGULATIONS IN FORCE" are hereby renumbered as Articles XI through XIV, respectively, and all references to those Articles or Sections therein throughout this Code of General Regulations are hereby renumbered accordingly.

Section 3. **Publication, Effective Date.** This regulation shall be entered into the minutes upon adoption and the regulation or a summary thereof shall be published once in a newspaper of general circulation published in the District, and shall take effect one week after such publication, in accordance with Health & Safety Code section 6490.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on ___ day of March, 2026, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

President of the District Board of the
West Bay Sanitary District of San
Mateo County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

West Bay Sanitary District

Recycled Water Rules and Regulations

1. PURPOSE

West Bay Sanitary District (WBSD or District) is the Producer and Distributor of recycled water within their service area. This document contains the District's rules, regulations, and guidance for operation and maintenance of recycled water use sites and use of the commercial fill stations by WBSD recycled water customers (Users). It is the responsibility of the recycled water User to check with the District before initiating any changes to their on-site recycled water system.

2. APPROVED USES OF RECYCLED WATER

The District operates two recycled water facilities - the Sharon Height Recycled Water Facility (SHRWF) and the West Bayshore Recycled Water Facility (WBRWF). The facilities produce disinfected tertiary recycled water approved for unrestricted use as defined in Title 22. The State of California regulates the use of recycled water, as directed under the California Code of Regulations Title 22. The District, at their discretion, can specify what sites and/or uses of recycled water are to be utilized in their service area, so long as it complies with State requirements. Sites may use recycled water only for those uses approved by the District.

3. PROTECTION OF PUBLIC HEALTH AND THE ENVIRONMENT

The District and the State Water Resources Control Board (SWRCB) reserve the right to take any action necessary, with respect to the operation of the User's recycled water system, to safeguard the public health. If real or potential hazards are evidenced any time during construction or operation of the User's recycled water system, the District reserves the right and has the authority to terminate recycled water service immediately, without notice. These hazards include, but are not limited to, cross-connections with the potable system or any other water system, improper tagging, signing, or marking, or unapproved/prohibited uses, including irrigation practices that result in runoff from use areas, particularly where such runoff flows to a surface water body. All modifications required to replace the recycled water supply with potable water will be at the User's expense.

4. RECYCLED WATER USER AGREEMENTS AND PERMITS

4.1 RECYCLED WATER APPLICATION AND USER AGREEMENTS

Each User must contact the District to discuss their proposal to use recycled water for non-potable applications such as irrigation and submit a recycled water application along with detailed drawings of the intended use area. If approved, WBSD will sign the application, which then serves as the User Agreement (or Recycled Water Use Permit). The User Agreement details the conditions of recycled water use, including the requirement that Users follow these rules and regulations. If the use site is found to be in violation of the User Agreement, the District has the authority to suspend recycled water service until all violations are mitigated or to terminate recycled water service.

4.2 RECYCLED WATER HYDRANT PERMIT

Commercial businesses must obtain a Recycled Water Hydrant Permit from the District prior to utilizing one of WBSD's commercial recycled water fill stations. The Hydrant Permit details the conditions of recycled water use, including the requirement that Users follow these rules and regulations. If the User is found to be in violation of the Hydrant Permit, the District has the authority to suspend recycled water service until all violations are mitigated or to terminate recycled water service.

5. USE SITES

5.1 PROTECTION OF WATER RESOURCES

On premises using both recycled water and potable water, the potable water supply must be protected against any accidental cross connections by the use of a reduced pressure principle backflow prevention assembly (RP). All backflow devices shall have been laboratory and field tested by a recognized testing organization that has demonstrated its competency to the SWRCB, Division of Drinking Water (DDW) The device shall be field tested and certified prior to final approval. If a User is utilizing potable water as a back-up supply to the recycled water system, the potable water supply must be protected by an air-gap.

5.2 DISTINCTION BETWEEN DISTRICT AND USER FACILITIES

Design criteria for recycled water facilities are divided into two categories: (1) District facilities; or (2) User facilities. District facilities are owned, operated, and maintained by the District, typically. These facilities are usually on the upstream side of the water meter (including the meter) and are within public streets, public rights-of-way, or easements. User recycled water facilities are typically owned, operated, and maintained by the customer, and are downstream of the recycled water meter.

5.3 USER RESPONSIBILITIES

The User is responsible for the recycled water system downstream of the recycled water meter which includes all system piping and appurtenances. Any change to the irrigation system will be required to be reported to the District prior to any change or modification Each site will be required to have a designated Site Supervisor responsible for the recycled water used on the site.. The District will require that the Site Supervisor be responsible for performing preventative maintenance in order to prevent cross connections between the recycled water system and potable water system, as well as following the guidelines set forth in these rules and regulations.

5.4 RECYCLED WATER STORAGE PONDS

Recycled water can be used for golf course ponds and decorative fountains. The main consideration when managing water features, whether potable or recycled, is minimizing the potential for algae growth. The customer should develop a maintenance program that includes adequate aeration, circulation, and chlorine application to prevent algae growth. In addition, pond operators should maintain adequate freeboard and provide appropriate overflow protections as reviewed and approved by the District.

5.5 INDOOR USES

For uses of recycled water within a building, the User must prepare a Dual Plumbing Engineering Report for review by WBSD and DDW describing the use of recycled water at that facility. The contents of the Dual Plumbing Engineering Report are defined in the California Code of Regulations, Title 22 Section 60313 and 60314 and California Water Code Section 13522.5. The report shall include:

- A detailed description of the intended use area including:
 - The number, location and type of facilities within the use area proposing to use dual plumbed systems
 - The average number of persons estimated to be served by each facility on a daily basis
 - The specific boundaries of the proposed use area including a map showing the location of each facility to be served
 - The person or persons responsible for operation of the dual plumbed system at each facility
 - The specific use to be made of the recycled water at each facility

- Plans and specifications describing the following:
 - Proposed piping system to be used,
 - Pipe locations of both the recycled and potable systems,
 - Type and location of the outlets and plumbing fixtures that will be accessible to the public, and
 - The methods and devices to be used to prevent backflow of recycled water into the public water system.
 - Provision of use of potable sources of water in recycled water conveyance systems in event of temporary interruption of recycled water supply.

5.6 RECYCLED WATER SYSTEM DESIGN REQUIREMENTS

All recycled water facilities and irrigation systems using recycled water shall comply with Title 17 and Title 22 of the California Code of Regulations, any applicable Regional Board or State Water Board permits, and these rules and regulations. The following tables provided a general overview of the requirements. Customers should contact the District to discuss site-specific issues and drawings requirements. As-builts must be submitted to the District for their records and may be forwarded to DDW or the Regional Board if requested.

5.6.1 Recycled Water System Design Requirements

Criteria	Requirement
Vertical Separation at Crossings	1 ft below the bottom of potable water mains 1 ft above the top of sanitary sewers
Horizontal Separation	4 ft minimum separation from potable water mains
Field identification	New constructed pipe will be purple in color or wrapped with a continuous purple tape, with 1-inch black or white contrasting lettering bearing the continuous wording "CAUTION: RECYCLED WATER – DO NOT DRINK" Existing buried pipe will not need to be converted unless at some point it becomes exposed during installation or maintenance. The exposed pipe will be required to be marked with purple pipe as indicated above for new piping.
Identification Tags and Stickers	All boxes shall be labeled "RECYCLED WATER – DO NOT DRINK"
Appurtenances	All above ground appurtenances to have purple tagging explaining the use of recycled water by the appurtenance. Typical above ground appurtenances requiring tagging and stickers include quick couplers, valves, valve boxes, controllers, pressure reducing valves, backflows and isolation valves. Warning shall read "CAUTION: RECYCLED WATER – DO NOT DRINK"

5.6.2 Irrigation Design Requirements

Criteria	Requirement
Use Site Signage	Recycled water signage should be displayed at all vehicular and pedestrian entrances to a site using recycled water to information the general public that recycled water is being used on-site. For streetscape locations, the signs should be located at street corners but no further than 1,000 feet apart.

Recycled Water Application	Irrigation systems shall be configured to reduce overspray, runoff, and ponding. Recycled water shall be applied at agronomic rates and shall consider soil, climate, and plant demand.
Watering Schedule	Irrigation systems shall be designed for watering during periods of minimal traffic and landscape use, when public exposure is limited. In most circumstances, watering time may occur between the hours of 9 p.m. and 7 a.m.
Drinking Fountains and Eating Areas	All drinking fountains and outdoor eating areas must be protected from overspray or contact with recycled water.
Quick Coupling Valves	Quick coupling valves on a potable water system in the vicinity of a recycled water irrigation system shall be of a different type to prevent accidental cross-connection or contamination by interconnecting or interchanging attachments. Keys and attachments shall not be interchangeable. Any wands, hoses, sprinkler heads, fittings, or other attachments used in conjunction with quick coupling valves shall be labeled with the words, "RECYCLED WATER – DO NOT DRINK". Attachments used in a recycled water system shall not be used on a potable water system and shall be removed when not in use to prevent unauthorized use and accidental consumption of recycled water.
	Hose Bibbs Hose bib connections generally are not allowed on portions of the recycled water system in areas accessible to the general public. Cemeteries with proper signage may use hose bibbs on the recycled water system. Potable water hose bib connections installed near recycled water use areas shall have hose bib vacuum breakers installed.

5.7 RECYCLED WATER SIGNAGE GUIDELINES

All sites using recycled water shall post clearly visible signs installed in accordance with District requirements or mounted in a location and manner that is acceptable by the District. Signs shall measure no less than 4 inches high by 8 inches wide, which include the following wording: "RECYCLED WATER – DO NOT DRINK" in white type against a purple background. Additionally, each sign shall display an international symbol for "DO NOT DRINK" similar to that shown in Figure 1

Figure 1: International symbol for "DO NOT DRINK"



The installation of signs shall follow the requirements below, as indicated on the approved plans:

- **Restricted Access Facilities:** Customers with fenced facilities shall install advisory signs at all entrances. The District may require additional signs if needed.
- **Non-Restricted Access Facilities:** Advisory signs shall be placed where they can be easily seen. Post signs at the property line near crosswalks, at driveway entrances, at outdoor eating areas, or as otherwise determined by the District. For streetscapes place signs at street corners as appropriate. Signs shall be

placed no further than 1,000 feet apart. For medians, a sign is usually placed at the beginning and end of every median. For longer medians, add another sign approximately equidistant from the ends of the median.

- **Decorative Fountains, Ponds, and Other Water Features:** Customers shall purchase and install permanent signs in visible places around water features. The District shall be consulted for final approval as to the number and placement of signs.

5.8 SITE SUPERVISORS

A site supervisor must be designated by the customer and approved by the District for every site where recycled water is used. This person, or their temporary designee, must be available to the District at all times and has the authority to carry out any District requirements. The site supervisor must attend Site Supervisor Training conducted by the District prior to the site receiving recycled water. This training will help the site supervisor understand and carry out their duties and include:

- **Control over Recycled Water at the Use Area:** The site supervisor is required to be familiar with the entire use area's recycled water system, and with all applicable conditions governing recycled water use at the site, including Title 17 and Title 22 relating to the safe use of recycled water. The site supervisor shall ensure that recycled water use complies with those conditions. The site supervisor shall also be responsible for proper operation and maintenance of the recycled water system and of all backflow prevention devices.
- **Training:** The site supervisor will take part in training provided by the District. The site supervisor is responsible for training site personnel on the proper uses of recycled water. Additionally, the site supervisor is responsible for training all personnel involved with recycled water with the information in this document. If a third party landscape contractor is hired to perform irrigation system repairs and landscape maintenance, the site supervisor shall ensure the hired personnel receive recycled water use training as well. If there is a change in site supervisors, the new site supervisor must complete the District's training within 120 days.
- **Contact Information and Notification of Changes:** The site supervisor shall provide the District with an address and phone number(s) where he or she, or temporary designee, can be contacted at all times, 24 hours a day. The site supervisor shall notify the District of any change in the individual designated to be site supervisor and any change in contact information. If a site supervisor is replaced, notification should occur prior to the change when possible, and no more than 30 days after.
- **Modifications to the Recycled Water System:** The site supervisor shall notify the District of any planned modifications or planned additions to the recycled water system. Approval from the District shall be obtained before any modifications are made.
- **Failures and Violations:** The site supervisor is responsible for notifying the District of any failure of the on-site recycled water system, any cross-connection between the recycled and potable water systems, or any inappropriate uses that occurs. For any condition which has the potential to endanger public health, such as a cross connection, the site supervisor shall notify the District immediately.
- **Monitoring:** The site supervisor shall be responsible for conducting routine inspections of the site and submitting self-monitoring reports to the District. The site supervisor shall be present at all cross-connection tests. Additionally, the site supervisor shall manage the amount of nitrogen from commercial fertilizers applied to the recycled water use area, taking into account the higher nitrogen content of the recycled water compared to potable water, in order to ensure sufficient nitrogen uptake by vegetation to prevent leaching of excess nitrates and nitrogen compounds.
- **Record Keeping:** The site supervisor is responsible for maintaining a record of system maintenance and personnel education conducted. This record may be reviewed by District staff during each subsequent inspection, or upon District staff request.

If the property is transferred to a new owner or tenant, the new owner or tenant is responsible for designating a new site supervisor and notifying the District of the new contact. The new site supervisor shall attend the next available Site Supervisor Training.

5.9 POST CONSTRUCTION INSPECTIONS AND TESTING

The following tests and inspections are required before a system is connected to recycled water.

5.9.1 Irrigation System and Coverage Inspection

Users are responsible for minimizing overspray, runoff, and ponding from their recycled water irrigation systems. To ensure compliance, District staff shall inspect the use area and conduct a coverage test prior to connection to the District's recycled system. The site supervisor shall be in attendance and have persons in attendance capable of making system adjustments. Any required modifications to the system shall be made prior to connection to the District's recycled water system. All modifications to the system are the responsibility of the customer, and the customer shall pay all costs associated with such modifications, as well as provide as-built plans upon final inspection approval. A final inspection will be performed by District staff to check that proper equipment was used and that all required tags, labels, and signs are in place.

5.9.2 Cross-Connection Test

At sites where both recycled water and potable water systems are present, a cross-connection test will be performed before final approval. This test is to ensure there is absolute separation between the two systems. If a cross-connection is found, the customer shall locate and eliminate it prior to scheduling a follow-up cross-connection test with the District. The customer will hire an AWWA or NCBPA Certified Cross-Connection Specialist (Inspector) to perform the test and schedule such that a District representative is present during testing. The site supervisor shall also be present at the test.

Prior to commencing the cross-connection testing, a visual, dual system inspection shall be conducted by the Inspector.

1. Meter locations of the recycled water and potable water lines shall be checked to verify that no modifications were made, nor cross-connections visible.
2. All pumps and equipment, equipment room signs, and exposed piping in equipment room shall be checked visually for cross-connections.
3. Valves shall be checked to ensure that valve lock seals are still in place and intact.

The following procedure shall be performed by the Inspector to determine if a cross-connection exists.

1. For purposes of this test, the use area's recycled water system shall be tested using potable water wherever possible to minimize any subsequent disinfection requirements in the event that a cross connection is identified.
2. The potable water system shall be activated and pressurized. The recycled water system shall be shut down and completely drained. All line valves for both the potable and irrigation system shall be checked to verify they are in full open position.
3. The potable water system shall remain pressurized for a minimum period of time specified by the Inspector while the recycled water system is empty. The minimum period the recycled water system is to remain depressurized shall be determined on a case-by-case basis taking into account the size and complexity of the potable and recycled water distribution systems, but in no case shall that period be less than one hour.
4. All fixtures (faucets, hose bibs, drinking fountains, toilets and urinals, supply lines to decorative fountains, etc), potable and recycled, shall be tested and inspected for flow. Flow from any recycled water system outlet shall indicate a cross-connection. No flow from a potable water outlet would indicate that it may be connected to the recycled water system.
5. The drain on the recycled water system shall be checked for flow during the test and at the end of the period.

6. If no cross-connections are discovered, then the potable water system shall then be shut down at its point of connection and depressurized.
7. The recycled water system shall then be activated and pressurized.
8. The recycled water system shall remain pressurized for a minimum period of time specified by the Inspector while the potable water system is depressurized. The minimum period the potable water system is to remain depressurized shall be determined on a case-by-case basis, but in no case shall that period be less than one hour.
9. All fixtures, potable and recycled, shall be tested and inspected for flow. Flow from any potable water system outlet shall indicate a cross-connection. No flow from a recycled water outlet would indicate that it may be connected to the potable water system.
10. The drain on the potable water system shall be checked for flow during the test and at the end of the period.
11. If there is no flow detected in any of the potable fixtures (flow would indicate a cross-connection), then the potable water system shall be re-pressurized.

5.9.3 Final Approval

Once all of the following requirements have been met the District will grant final approval for recycled water service:

- Construction has been completed with plans and specifications meeting approval
- Cross-connection tests performed and passed
- Coverage inspection performed and all necessary modifications made/approved
- Final inspection requirements found to be in place
- Acceptable test report forms for all on-site backflow prevention devices submitted
- All fees have been paid
- Application package for a User Agreement has been approved.

During the lifetime of the recycled water system, the District will periodically inspect the recycled water system to ensure compliance with all applicable regulations.

5.10 SITE MONITORING

After activation of the service connection to the District's recycled water system, annual inspections are required, or on a more frequent basis if warranted by the size and complexity of the site or other considerations. The inspections will include, at a minimum:

- Visual inspection of all backflow prevention assemblies, exposed piping, valves, pressure reducing valves, sprinklers, controllers, signs, labels, tags, and all points of connection.
- A coverage inspection to check for continued proper use, which includes minimization of: runoff, overspray, ponding, and windblown spray outside of approved use area.

Review of site supervisor's records to inspect system maintenance and personnel education conducted since last inspection.

Check for customer copy of their User Agreement and as-builts which needs to be available for inspection by the RWQCB and DDW at all times.

The District inspector will communicate in writing any deficiencies observed to the site supervisor for correction. The customer's recycled water and potable water systems are subject to cross-connection tests as deemed necessary by the District to ensure there are no cross-connections present.

5.10.1 Self-Monitoring Reports

Recycled water customers shall routinely monitor their sites and submit self-monitoring reports to the District quarterly unless otherwise specified. The site supervisor must keep records of all incidents, repairs, system upgrades, and modifications done during the reporting period in order to complete the reports.

5.10.2 Notification of Repairs or Modifications

The District authorizes the use of recycled water only in the specific areas so designated on approved customer connection drawings. Customers shall not expand or change the area of recycled water use without the District's prior written approval. This includes converting any piping used for recycled water back to potable water.

Customers shall submit in writing any significant proposed repairs or modifications to the on-site recycled water system. Submittals shall include a sketch or drawing clearly delineating all changes. Approval shall be obtained from the District **prior to implementation** of the proposed repairs or modifications. Customers shall record all changes on the site's record drawings and submit copies to the District.

6. RECYCLED WATER FILL STATION

The District maintains recycled water fill stations for use by Caltrans and commercial vehicles. The fill stations include recycled water hydrants for commercial vehicle use and a standpipe with a separate meter specifically for Caltrans vehicles. Recycled water obtained from the fill station may be used for backfill consolidation, soil compaction, mixing concrete, dust control on roads and streets, cleaning roads, sidewalks and outdoor work areas, vehicle washing, landscape irrigation, and other uses as approved by the District. Caltrans maintains a user agreement with the District for use of recycled water. All other commercial businesses must obtain a Recycled Water Hydrant Permit.

6.1 OBTAINING A HYDRANT PERMIT

Interested customers fill out and submit the permit application to the District and provide the specified deposit. If approved, District staff will sign the application, and this will serve as the permit. The permit will specify allowable uses and guidelines for working with recycled water.

6.2 ACCESSING RECYCLED WATER HYDRANTS

Access to the recycled water fill station must be coordinated with the District. Only designated recycled water haulers using vehicles approved on the permit will be allowed to access the fill station. The recycled water hauler should have a copy of the permit available for inspection by District staff.

6.3 TRANSPORTATION AND USE GUIDELINES

Guidelines for Transporting Recycled Water:

- Tank trucks shall be equipped with an air gap.
- All vehicles, tanks and containers used to transport recycled water for construction and street cleaning purposes should be filled at the approved fill stations via an air-gap.
- Each recycled water user must designate a Site Supervisor for each use area (this can be the same person as the hauler). The Site Supervisor should be trained about the proper handling and safe use of recycled water prior to receiving a recycled water use permit. The recycled water Site Supervisor should also be responsible for ensuring that all persons handling recycled water are trained on its proper use and that adequate signage is maintained during hauling and at the use area. Guidelines for worker protection should be provided to and implemented by all persons handling recycled water.
- All truck owners and/or drivers are required to attend a Site Supervisor Training workshop.
- All tank trucks used to haul recycled water should be tagged with at least three recycled water signs (both

sides and rear), as follows:

- “WARNING – RECYCLED WATER – DO NOT DRINK”
- “AVISO – AGUA IMPURA – NO TOMAR”
- The permit issued by the District shall be available for inspection at all times. The recycled water customer or agent shall carry a copy of the permit in the truck.
- Vehicles used to transport and distribute recycled water shall have water-tight valves and fittings, shall not leak, must not leak or spill contents during transport, and are cleaned of contaminants prior to use. Vessels that are open to the atmosphere during hauling are not acceptable for use.
- Vehicles, tanks, containers, pipes or hoses used for storage or conveyance of recycled water should be dedicated solely to that use. Any use other than recycled water should be approved by WBSD. A truck or tank that has contained material from a septic tank or cesspool shall not be used for recycled water.
- Tank trucks used to transport recycled water should not be used to carry potable water unless the truck has first been thoroughly cleaned and disinfected. No fitting, hoses, pipes or any other appurtenances using recycled water should connect to a potable water source.
- Hoses used for the application of recycled water should be removable and should be stored in a disconnected condition during transport. Hoses should be inspected prior to use to ensure that they are in serviceable condition and free from leaks.
- Vehicles, tanks and containers used to transport recycled water should not be overfilled.
- Supply safe drinking water for workers.
- Equip truck drivers with an adequate first aid kit. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
- Apply hand sanitizer or wash hands with soap and potable water after working with recycled water.
- The operation shall be conducted in a way that minimizes exposure to workers.
- The operation should be conducted in a manner to minimize misting and spraying and should be conducted in an area away from the general public.

Guidelines for Use Areas:

- Recycled water shall be used only within the District’s service area.
- The operation should be conducted in a manner to minimize misting, spraying, and exposure to workers, and should be conducted in an area away from the general public.
- Spray, mist or runoff of recycled water should not enter dwellings, designated outdoor eating areas, or food handling facilities.
- Drinking water fountains should be protected against contact with recycled water spray, mist or runoff.
- Do not drink recycled water or use it for food preparation. The truck driver shall notify workers and/or the public when recycled water is being used at a site and inform them not to drink recycled water or use it for food preparation.
- Never apply recycled water where it could contact or enter storm drains, passing vehicles, buildings, areas where food is handled or eaten, or drinking fountains.
- Take adequate measures to prevent overspray, ponding, or runoff from the authorized recycled water use area. Do not irrigate with recycled water or impound it within 50 feet of a domestic (drinking water) well.
- Install warning signs at adequate intervals where recycled water is used in areas accessible to the public.

- Do not put recycled water into any permanent piping system and never connect the tank truck to any part of the potable water system.
- Do not put recycled water into a storage facility.

7. OPERATION AND MAINTENANCE AND EMERGENCY PROCEDURES

7.1 INTERRUPTION OF SERVICE

Unforeseen conditions that are beyond the District's control could cause temporary or permanent interruption to recycled water service to protect the District facilities or public health and safety. In such an event, the District will act as promptly as possible to notify all on-site supervisors and rectify the problem.

7.2 REGULAR PREVENTATIVE MAINTENANCE

The site supervisor is responsible for performing preventive maintenance to ensure that the recycled water system remains in compliance with the requirements of the customer's Permit. As part of a preventative maintenance program, the site supervisor should:

- Regularly inspect the entire recycled water system and immediately repair all broken sprinkler heads, faulty spray patterns, leaking pipes or valves, or any other condition that violates recycled water use requirements.
- Check all recycled water identification signs, tags, stickers, and above-grade pipe markings for proper placement and legibility. Replace damaged, unreadable, faded, or missing signs, tags, stickers, and pipe markings.
- Check spray patterns to minimize ponding, runoff and wind-blown spray. If ponding or runoff is found, adjust sprinkler heads accordingly and note the affected areas in the self-monitoring report form.
- Inspect dual-plumbed systems annually for possible cross connections and test for possible cross connections at least once every four years,
- Establish and maintain an accurate record keeping system of all inspections, modifications and repair work.

7.3 NOTIFICATION OF OPERATIONAL PROBLEMS

In the event of a break in the on-site system, low pressure, low flow, or poor water quality, the customer shall notify the District immediately. District staff may help identify the problem and assist the customer in developing and implementing a solution.

7.4 UNAUTHORIZED DISCHARGE

Customers shall make every effort to contain any unauthorized discharge of recycled water and follow procedures as outlined in the SFRWQCB's *Recycled Water Spill Notification Protocol*. A copy of the *Protocol* is provided at the end of this document.

- A. For any spill or unauthorized release of more than 50,000 gallons of recycled water that discharges to land and overflows outside of the use area, the Site Supervisor or designated agency contact identified in the Recycled Water Program must take the following steps:
 1. As soon as emergency response measures are completed, but no later than 24 hours after the discharge, notify the San Francisco Bay Regional Water Quality Control Board and the Division of Drinking Water via the email addresses listed below.
 2. Notify the Regional Water Board Spill Line via telephone or email.
 3. Provide written confirmation via email to the Regional Water Board and the Division of Drinking Water within 15 calendar days from the date of notification that includes the information listed in the *Recycled Water Spill Notification Protocol*.

- B. For any spills or other releases greater than 1,000 gallons of recycled water that discharges to surface water or may reach surface water (e.g., drainage ditch, storm drain), the Site Supervisor or designated agency contact identified in the Recycled Water Program must take the following steps:
1. As soon as emergency response measures are completed, but no later than 24 hours after the discharge, notify the Regional Water Board via email and telephone.
 2. Notify the Regional Water Board Spill Line via telephone or email. Staff may advise to contact the California Office of Emergency Services.
 3. Provide written confirmation via email to the Regional Water Board within 15 calendar days from the date of notification that includes the information listed in the *Recycled Water Spill Notification Protocol*.
 4. For spills or other unauthorized releases of chlorine disinfected recycled water greater than 50,000 gallons that have not been dechlorinated and discharge to surface water, collect, at a minimum, a water quality sample of the recycled water and analyze for residual chlorine. If accessible and feasible, provide a sampling result taken at the point of discharge to the surface water.

7.5 CROSS CONNECTIONS

The site supervisor must immediately notify the District of any failure or cross-connection between the recycled water and potable water systems, whether or not he or she believes an incident has occurred. The site supervisor must also notify the District of any incident that might occur because of any action customer personnel might take while operating the recycled water or potable water systems. If there is any doubt whether an incident has occurred, the site supervisor must report each occurrence to the District so its staff can decide if further action is needed.

If contamination of the potable water system is suspected or known due to cross-connection, backflow, or other incident on the customer's premises, the customer, at his/her/their sole expense, must immediately invoke the Emergency Cross-Connection Response Plan provided below:

7.5.1 Emergency Cross-Connection Response Plan

1. Immediately shut down the recycled water supply to the facility.
2. Immediately notify the following agencies:
 - Report discharge to District: (650) 321-0384
 - Division of Drinking Water (510) 620-3474

If significant accidental recycled water discharge, 50,000 gallons or more, enters the storm drain system, notify the District:

- Report discharge to District: (650) 321-0384

A written notice to the District must follow the verbal notification within 24 hours. The written notice must explain the nature of the cross-connection, the date and time it was discovered, and the steps taken to mitigate the cross-connection(s).

- Fax: (650) 321-4265
 - In person delivery: 500 Laurel Street, Menlo Park, CA 94025
3. Keep the potable system pressurized and post "Do Not Drink" signs at all potable water fixtures and outlets.
 4. Provide bottled water for building occupants until the potable water system is deemed safe to drink.
 5. Identify the cause and location of backflow and eliminate the cross-connection(s).
 6. Samples will be collected from the potable water system and a 24-hour bacteriological analysis will be performed on the samples. Water samples will be collected and analyzed by the District. The customer will bear the costs of sample collection and analysis.
 7. Before potable water service can be resumed, the site shall be inspected and a cross-connection test will be performed by the District to verify all cross-connections were eliminated.

8. If the bacteriological analysis conducted in Step 6 is positive, chlorinate the potable water system. Maintain a chlorine residual of at least 50 mg/L for 24 hours. Otherwise, proceed to Step 10.
9. Flush the potable water system after 24 hours and perform standard bacteriological analysis.
10. If the results from Step 9 are acceptable, proceed to Step 11. Otherwise repeat Steps 8-9.
11. Obtain final approval from the District, but do not yet remove the "Do Not Drink" signs.
12. After final approval has been obtained from the District, the District will bring the recycled water system back into service and the customer will remove the "Do Not Drink" signs from all potable water fixtures and outlets.

8. BILLING AND COLLECTION

8.1 BILLING.

The District shall bill each customer for recycled water deliveries to the customer's point of connection. Billings shall become delinquent if not paid within the due date identified on the bill. The District shall not be required to provide a separate notice of delinquency.

8.2 DELINQUENCY

If any customer directly served by the District shall be delinquent in the payment for recycled water delivered by the District, the District may assess a penalty charge as specified by Section 1003(11) of the District's Code of General Regulations. If any customer served directly by the District is delinquent for more than thirty (30) days, such delinquency may be reported by the General Manager to the Board. The General Manager, or their designee at their discretion and upon such conditions as may be prescribed, after giving the customer reasonable notice and an opportunity to be heard, may order the termination of recycled water service per Section 1003(11)C.

9. ENFORCEMENT

Compliance with the User Agreement and District rules (including, but not limited to, self-monitoring and satisfactory District inspections) are conditions for receiving recycled water service.

If a customer is routinely out of compliance, the District may increase the frequency of inspections and/or self-monitoring reports or require mandatory attendance at the District's next available recycled water use training workshop. Depending on the frequency and degree of non-compliance and on the potential danger to public health as determined by the District, service to the site may be terminated until corrections are made by the customer and site supervisor.

In the interest of protecting public health, the District reserves the right and has the authority to immediately terminate, without notice, recycled water service to any customer if at any time during construction or operation of the recycled water system there is evidence of real or potential hazards such as cross-connections with the potable water system, improper tagging, signage, or markings; or unapproved or prohibited uses.

SFRWQCB *Recycled Water Spill Notification Form*



**West Bay Sanitary District
Recycled Water Application and Use Agreement**

Applicant/Recycled Water User

Property Owner/Name of Site: _____

Phone: _____ Email: _____

Type of Property (e.g. office building): _____

Service
Address: _____

Billing
Address: _____

Recycled Water Site Supervisor

Name: _____ Title: _____

Phone: _____ Email: _____

Emergency Number: _____

Address: _____

Planned Uses of Recycled Water

- Landscape Irrigation
- Cooling
- Toilet/Urinal Flushing
- Other (please describe): _____

Estimated Annual Demand (ccf): _____ Estimated Peak Demand (gpm): _____

Is a potable system backup proposed? yes no



Recycled Water User Agreement

1. Plans, specifications, other supporting documentation and required fees must be submitted with this application for service.
2. Following approval, WBSD will provide recycled water to the applicant, i.e. Recycled Water User (User), for the uses specified in the application.
3. Users agrees to provide WBSD access to the property served for WBSD to conduct inspections of the recycled water system.
4. The Recycled Water Site Supervisor must complete mandatory training before commencement of service. User shall notify WBSD when a Site Supervisor is replaced. Notification should occur prior to replacement when possible, and no more than 30 days after a Site Supervisor is replaced. The replacement Site Supervisor must complete training within 120 days.
5. The Site Supervisor or their designee must maintain and operate the recycled water system commencing at the discharge side of the WBSD-owned water meter, in accordance with WBSD's Recycled Water Rules and Regulations. The Site Supervisor is responsible for maintaining records of system maintenance and training of designees.
6. The Site Supervisor will complete and submit quarterly self-inspection reports.
7. The Site Supervisor is responsible for notifying WBSD of any failure of the site's recycled water system, any cross-connection between the recycled and potable water systems, or any inappropriate uses that occurs. For any condition which has the potential to endanger public health, such as a cross connection, the site supervisor shall notify the WBSD immediately.
8. User shall notify WBSD of any change in ownership at least 30 days before such change. If the property served transfers to another owner or tenant, this Application and Use Agreement will remain in effect for the succeeding owners or tenants.

Acknowledgement

1. I understand all the conditions of this agreement and agree to comply with these conditions and to conform to WBSD's requirements for recycled water use. Failure to comply with the conditions of this agreement may lead WBSD to revoke permission for me to use recycled water.
2. I hereby certify under penalty of perjury that the information provided in this permit application and in any attachment is true and accurate to the best of my knowledge. I also certify that I have read WBSD's Recycled Water Rules and Regulations and agree to abide by them.
3. I hereby agree to defend, indemnify, and hold harmless WBSD and its directors, officers, agents, employees and assigns, from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees and expert witness fees, arising out of or in any way relating to my participation in the recycled water use program. I further agree that if I violate this agreement and attempt to bring a claim or suit against WBSD, that I will be held responsible for attorney's and expert witness fees and any costs incurred by WBSD in connection therewith.

Applicant's Signature: _____ Date: _____

WBSD Approval

Signature: _____ Date: _____

Recycled Water Customer Approval Checklist – (In-House)

- Recycled water application completed and use agreement signed by applicant
- Dual-plumbing engineering report completed (Indoor or single-residence irrigation uses only)
- Plan check completed
 - Project boundary identified
 - Areas to be irrigated with recycled water identified
 - Method of irrigation application (e.g. sprinklers, drip) identified
 - Recycled water points of connection and associated equipment shown
 - Location of all water meters (potable and recycled) shown
 - Equipment schedule and legend that specifies models and brands for all recycled water pipe and fixtures included
 - Location of existing or new recycled water advisory signage shown
 - Eating or food handling areas shown
 - Water features within the project (e.g. drinking fountains, potable hose bibs) within project boundary shown
- Construction inspection completed
- Cross-connection test completed
- Coverage test completed
- Site Supervisor training completed
- Record drawings received
- Meter installed
- Use agreement signed by WBSD



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265
FAX

SERGIO RAMIREZ
General Manager

**West Bay Sanitary District
Recycled Water Inspection Form**

Recycled Water Use Area

Project Type (check all that apply): Landscape Irrigation Cooling Toilet/Urinal Flushing

Other (please describe) _____

Meter Location: _____

Property Owner/Name of Site: _____

Service Address: _____

Recycled Water Site Supervisor

Name: _____ Title: _____

Phone: _____ Email: _____

Emergency Number: _____

Address: _____



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

SERGIO RAMIREZ
General Manager

Inspection Date: _____ Inspection Completed By: _____

C=Compliant, NC=Non-Compliant, N/A=Not Applicable		If non-compliant, provide details and describe actions to correct.
1. User agreement available	C <input type="checkbox"/> NC <input type="checkbox"/>	
2. As-built/record drawing available	C <input type="checkbox"/> NC <input type="checkbox"/>	
3. Site supervisor maintenance and training records available	C <input type="checkbox"/> NC <input type="checkbox"/>	
3. Unapproved connections or uses	C <input type="checkbox"/> NC <input type="checkbox"/>	
4. Advisory signs posted & visible	C <input type="checkbox"/> NC <input type="checkbox"/>	
5. RW identification (e.g. tags, decals, above ground pipe markings)	C <input type="checkbox"/> NC <input type="checkbox"/>	
6. Back flow devices for DW systems	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
7. Controller operational/charts current	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
8. Hours of operation	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
9. Overspray, ponding, or runoff	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
10. Plugged, broken or otherwise faulty irrigation emitters	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
11. Eating areas protected	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
12. Drinking fountains protected	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
13. Is there an odor of wastewater origin within the site?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, describe apparent source, characterization, direction of travel, and any public use areas or off-site facilities affected by the odor.



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

SERGIO RAMIREZ
General Manager

**West Bay Sanitary District
Recycled Water Coverage Test Form**

Project Type (check all that apply):

Landscape Irrigation Cooling Toilet/Urinal Flushing Other (please describe)_____

Meter Location: _____

Service Address: _____

Inspection Date: _____ Inspection Completed By: _____

C=Compliant, NC=Non-Compliant, N/A=Not Applicable		If non-compliant, provide details and describe actions to correct.
1. Advisory signs posted & visible	C <input type="checkbox"/> NC <input type="checkbox"/>	
2. RW identification (e.g. tags, decals, above ground pipe markings)	C <input type="checkbox"/> NC <input type="checkbox"/>	
3. Overspray, ponding, or runoff	C <input type="checkbox"/> NC <input type="checkbox"/>	
4. Plugged, broken or otherwise faulty irrigation emitters	C <input type="checkbox"/> NC <input type="checkbox"/>	
5. Eating areas protected	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
6. Drinking fountains protected	C <input type="checkbox"/> NC <input type="checkbox"/> N/A <input type="checkbox"/>	
7. Is there an odor of wastewater origin within the site?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, describe apparent source, characterization, direction of travel, and any public use areas or off-site facilities affected by the odor.



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

SERGIO RAMIREZ
General Manager

**West Bay Sanitary District
Recycled Water Hydrant Application and Permit**

Applicant

Name of Company: _____ Recycled Water Site Supervisor: _____

Phone: _____ Email: _____

Emergency Number: _____

Address: _____

Recycled Water Hauler

Identify entities designated to pick-up and deliver recycled water. May be the same as the applicant. Attach additional sheets as necessary.

Name of Company: _____ Contact Person: _____

Phone: _____ Email: _____

Contractor State License Number: _____

License Plate Numbers of Vehicles Used to Collect Recycled Water: _____

Name of Company: _____ Contact Person: _____

Phone: _____ Email: _____

Contractor State License Number: _____

License Plate Numbers of Vehicles Used to Collect Recycled Water: _____

Name of Company: _____ Contact Person: _____

Phone: _____ Email: _____

Contractor State License Number: _____

License Plate Numbers of Vehicles Used to Collect Recycled Water: _____



Recycled Water Place of Use

Provide a description of where the recycled water will be used. Provide addresses, if applicable. Attach additional sheets as necessary.

Planned Uses of Recycled Water

- Backfill Consolidation
- Soil Compaction
- Mixing Concrete
- Dust Control on Roads and Streets
- Cleaning Roads, Sidewalks & Outdoor Work Areas
- Vehicle Washing
- Other (please describe): _____

Guidelines for Transporting Recycled Water

- Tank trucks shall be equipped with an air gap.
- All vehicles, tanks and containers used to transport recycled water for construction and street cleaning purposes should be filled at the approved fill stations via an air-gap.
- Each recycled water user must designate a Site Supervisor (this can be the same person as the hauler). The Site Supervisor should be trained about the proper handling and safe use of recycled water prior to receiving a recycled water use permit. The recycled water Site Supervisor should also be responsible for ensuring that all persons handling recycled water are trained on its proper use and that adequate signage is maintained during hauling and at the use area. Guidelines for worker protection should be provided to and implemented by all persons handling recycled water.
- All truck owners and/or drivers are required to attend a Site Supervisor Training workshop.
- All tank trucks used to haul recycled water should be tagged with at least three recycled water signs (both sides and rear), as follows:
 - "WARNING – RECYCLED WATER – DO NOT DRINK"
 - "AVISO – AGUA IMPURA – NO TOMAR"
- The permit issued by the District shall be available for inspection at all times. The recycled water customer or agent shall carry a copy of the permit in the truck.
- Vehicles used to transport and distribute recycled water shall have water-tight valves and fittings, shall not leak, must not leak or spill contents during transport, and are cleaned of contaminants prior to use. Vessels that are open to the atmosphere during hauling are not acceptable for use.
- Vehicles, tanks, containers, pipes or hoses used for storage or conveyance of recycled water



should be dedicated solely to that use. Any use other than recycled water should be approved by WBSD. A truck or tank that has contained material from a septic tank or cesspool shall not be used for recycled water.

- Tank trucks used to transport recycled water should not be used to carry potable water unless the truck has first been thoroughly cleaned and disinfected. No fitting, hoses, pipes or any other appurtenances using recycled water should connect to a potable water source.
- Hoses used for the application of recycled water should be removable and should be stored in a disconnected condition during transport. Hoses should be inspected prior to use to ensure that they are in serviceable condition and free from leaks.
- Vehicles, tanks and containers used to transport recycled water should not be overfilled.
- Supply safe drinking water for workers.
- Equip truck drivers with an adequate first aid kit. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
- Apply hand sanitizer or wash hands with soap and potable water after working with recycled water.
- The operation shall be conducted in a way that minimizes exposure to workers.
- The operation should be conducted in a manner to minimize misting and spraying and should be conducted in an area away from the general public.

Guidelines for Use Area:

- Recycled water shall be used only within the District's service area.
- The operation should be conducted in a manner to minimize misting, spraying, and exposure to workers, and should be conducted in an area away from the general public.
- Spray, mist or runoff of recycled water should not enter dwellings, designated outdoor eating areas, or food handling facilities.
- Drinking water fountains should be protected against contact with recycled water spray, mist or runoff.
- Do not drink recycled water or use it for food preparation. The truck driver shall notify workers and/or the public when recycled water is being used at a site and inform them not to drink recycled water or use it for food preparation.
- Never apply recycled water where it could contact or enter storm drains, passing vehicles, buildings, areas where food is handled or eaten, or drinking fountains.
- Take adequate measures to prevent overspray, ponding, or runoff from the authorized recycled water use area. Do not irrigate with recycled water or impound it within 50 feet of a domestic (drinking water) well.
- Install warning signs at adequate intervals where recycled water is used in areas accessible to the public.
- Do not put recycled water into any permanent piping system and never connect the tank



truck to any part of the potable water system.

- If you have leftover recycled water and want to dispose of it, either discharge it to a landscaped area or to the sanitary sewer system via an onsite cleanout.

Acknowledgement

1. I understand all the conditions of this agreement and agree to comply with these conditions and to conform to WBSD’s requirements for recycled water use. Failure to comply with the conditions of this agreement may lead WBSD to revoke permission for me to use recycled water.
2. I hereby certify under penalty of perjury that the information provided in this permit application and in any attachment is true and accurate to the best of my knowledge. I also certify that I have read WBSD’s Recycled Water Rules and Regulations and agree to abide by them.
3. I hereby agree to defend, indemnify, and hold harmless WBSD and its directors, officers, agents, employees and assigns, from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees and expert witness fees, arising out of or in any way relating to my participation in the recycled water use program. I further agree that if I violate this agreement and attempt to bring a claim or suit against WBSD, that I will be held responsible for attorney’s and expert witness fees and any costs incurred by WBSD in connection therewith.
4. I hereby waive and release WBSD from any and all liability associated with my use, application, collection, storage, transportation, delivery, disposal and any related use of recycled water, including any and all loss, liability, expense, claims, suits, and damages arising out of any vehicles I use on WBSD’s facilities and any vehicles I use to transport the recycled water. I assume the risk of any injuries to myself and others resulting from my participation in the WBSD recycled water use program. I further certify that I have automobile liability insurance coverage for any vehicle used in connection with my participation in the recycled water use program.

Applicant’s Signature: _____ Date: _____

WBSD Approval

Signature: _____ Date: _____

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider Approving Recycled Water Facility Connection Fees and Rates Report, Providing Notice, and Setting Public Hearing to Approve Rates*

Background

The West Bay Sanitary District Bayfront Recycled Water Facility (also known as the “Facility”) is the planned construction of a water supply project that will deliver recycled water produced by the District from the Bayfront Recycled Water Facility located at the Flow Equalization and Resource Recovery Facility (FERFF). Recycled water will be conveyed from the recycled water treatment facility to a series of storage tanks and a distribution system for irrigation purposes, commercial, industrial, multifamily, and mixed use, and any approved means. The Facility will initially treat 0.3 million gallons per day (MGD) of wastewater and would be completed in time to deliver recycled water by Fiscal Year End (FYE) 2027. Subsequently, the Facility will be expanded, without needing additional basins, to provide 1.0 MGD, with full production by FYE 2030.

In 2025 the District contracted with HF&H Consultants (HF&H) to identify potential funding strategies to sustain the Facility. Specifically, the District sought methods to charge new recycled water connections, as well as recover charges for the ongoing maintenance and operations expenses incurred for the Facility.

HF&H has prepared a draft report with their findings and recommendations to establish a basis for contributions in aid of construction amounts, a five-year recycled water connection fee schedule, and a five-year recycled water rates schedule.

Analysis

The analysis included review of all Facility construction and planning costs to date, future operations and maintenance (O&M) costs to operate the Facility and distribute recycled water, existing funding, and development of reserves for future repairs to the system.

Timing of future recycled water connections is a key consideration in the analysis. HF&H developed recommendations for connection fees and recycled water rates while accounting for the timing of recycled water connections. Their recommendations delineate the various fees and rates by stage: 1) Stage 1 is made up of developers who provide upfront contributions in aid of construction (CIAC); 2) Stage 2 consists of customers who connect prior to July 1, 2028 that do not contribute in aid of construction; and 3) Stage 3 customers are those who connect after July 1, 2028.

The proposed fees are meant to recover the capital expenses incurred by the District to allow for connection to the system.

The analysis calculated recycled water rates to recover the O&M costs that will be incurred by the District to provide recycled water service. These unit rates exceed those rates currently billed for potable water service by the City of Menlo Park and Cal Water. To incentivize participation in the recycled water program, the District may choose to set rates below the costs so that the rates charge by the District are competitive with the rates charged by these agencies. The proposed fees phase in the cost of service over a ten-year period, such that rates would fully recover O&M expenses beginning FY 2036-37. Any shortfall between collected revenues and expenses incurred could be mitigated through use of Sewer Fund reserves that the recycled water rate payers would pay back over time. The analysis includes a long-term projection such that initially rates from FY 2027-28 through FY 2036-37 would include interest payments for any cumulative shortfall. Then beginning FY 2037-38, rates would include repayment of both the principal and interest of the cumulative shortfall absorbed by the Sewer Fund through a 20-year payback schedule.

The Board is requested to provide their input regarding the connection fees and recycled water rates proposed and to vote whether to proceed with the adoption process of the proposed fees and rates.

Fiscal Impact

Capital Cost Charges

Customers connecting to the recycled water system that agree to pay a contribution in aid construction (Stage 1) would be charged a fee at a rate of \$89.37 per gallon of average day peak month demand for covering capital-related costs and would begin paying the O&M charge to cover O&M costs as they receive recycled water.

Customers connecting to the system before July 1, 2028 (Stage 2) that do not pay a CIAC, would not be assessed a connection fee, but would pay a higher O&M charge, than Stage 1 customers, to cover both future debt service payments on the capital-related costs and covering O&M costs. If connecting in FY 2027-28, the connection fee would be \$6.21 per gallon of average day peak month demand.

Customers connecting to the system after July 1, 2028 that do not pay a contribution in aid of construction (Stage 3) would pay a one-time connection fee, at the time of connection, of \$9.72 per gallon of average day peak month demand if connecting in FY 2028-29 and this would increase to \$16.98 per gallon of average day peak month demand by FY 2030-31. This connection fee would cover the historical debt service payments for capital-related costs paid by the District before the customer connected. In addition, Stage 3 customers would pay a higher O&M charge, than Stage 1 customers, to cover both future debt service payments on capital-related costs and O&M costs.

O&M Cost Charges

Stage 1 customers would begin paying a rate of \$8.50 per hundred cubic feet (HCF) of recycled water used in FY 2027-28, and this would increase each year to \$9.42 per HCF by FY 2030-31.

Stage 2 customers would begin paying a rate of \$9.50 per HCF of recycled water in FY 2027-28. Stage 2 and 3 customers would pay a rate of \$10.34 per HCF in FY 2028-29 and this would increase each year to \$12.29 per HCF by FY 2030-31.

To provide these reduced rates and an overall phasing-in of recycled water rates would require an estimated \$8.5 million inter-fund loan from the District's Sewer Fund. This loan would not occur as one lump sum as reserves would be drawn upon each year a shortfall occurs during the period of FY 2027-28 through 2035-36. The largest single-year shortfall is projected to be \$1.8 million in FY 2028-29, pending the timing of the operation of the plant, connection of any Stage 1 customers, and subsequent water sales.

Recommendation

The General Manager is seeking Board direction to approve the Recycled Water Facility Connection Fees and Rates Report, set the Public Hearing to approve rates, and issue the notice of the Public Hearing.

Attached: Draft Recycled Water Facility Connection Fees and Rates Report



WEST BAY SANITARY DISTRICT

Recycled Water Facility Connection Fees and Rates

March 20, 2026





HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

March 20, 2026

Sergio Ramirez
General Manager
West Bay Sanitary District
500 Laurel Street,
Menlo Park, CA 94025

Sent via email: sramirez@westbaysanitary.org

Subject: Recycled Water Facility Connection Fees and Rates

Dear Sergio Ramirez,

HF&H Consultants (HF&H) is pleased to submit this draft report to set the West Bay Sanitary District's (District's) recycled water rates and connection fees. The report summarizes the analysis that was conducted to develop the recommended rates and fees.

Sincerely,

Rick Simonson
Senior Vice President



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APPENDICES

A. FINANCIAL PLAN TABLES

GLOSSARY

APEC	Anderson Pacific Engineering Construction
CIAC	Contributions in Aid of Construction
FY	Fiscal Year
FYE	Fiscal Year End
HCF	Hundred cubic feet of metered water; 748 gallons; a cube of water 4.6 feet on edge.
LAIF	Local Agency Investment Fund
MGD	Million gallons per day
O&M	Operations and Maintenance
RFQ	Request for Qualifications
SRF	State Revolving Fund
W&C	Woodard & Curran

ACKNOWLEDGEMENTS

District Board members

Fran Dehn, President
David Walker, Secretary
Roy Thiele-Sardiña, Treasurer
Edward Moritz, Director
George Otte, Director

District Staff

Sergio Ramirez, General Manager
Jed Beyer, Water Quality Manager
Fariborz Heydari, District Engineer

Recycled Water Facility Connection Fees and Rates
Acknowledgements, Limitations



Woodard & Curran

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HF&H Consultants, LLC

Rick Simonson, Senior Vice President

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LIMITATIONS

This document was prepared solely for the West Bay Sanitary District in accordance with the contract between the District and HF&H and is not intended for use by any other party for any other purpose.

In preparing this study, we relied on information from the District which we consider accurate and reliable. Our analysis is based on the best available information at the time of the study.

Rounding differences caused by stored values in electronic models may exist.

This document represents our understanding of relevant laws, regulations, and court decisions but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this document should be referred to a qualified attorney.

Recycled Water Facility Connection Fees and Rates

I. Executive Summary



I. Executive Summary

West Bay Sanitary District currently provides sewer services and solid waste collection services to customers across portions of Menlo Park, Atherton, and Portola Valley. In addition to its current services, the District has initiated construction on a recycled water treatment plant that will be put into service July 2027. The District seeks to establish connection fees to charge future recycled water connections and rates to charge future recycled water customers for continued service.

This study documents the process by which the District’s proposed recycled water connection fees and rates were analyzed. This report describes how capital expenditures were determined and how these expenditures affected the connection fees calculated. Further, this report describes how future expenses are apportioned among customer classes who will receive recycled water service.

FINANCIAL PLAN

This report presents an updated financial plan for the District’s recycled water program that incorporates the capital costs to build the Bayfront Recycled Water Plant, as well as long term operating costs to provide service to future recycled water customers. The District’s financial plan comprises:

- Projected District capital expenditures to build the Bayfront Recycled Water Plant.
- Projected District operating expenses to maintain the recycled water system.
- Projected revenues from the District’s proposed connection fees, contributions in aid of constructions, and recycled water rates.

FINDINGS AND RECOMMENDATIONS

Future customers (e.g., developers or individual customers) can connect during one of three stages. The cost to connect increases after the initial Stage 1. Stage 1 customers contribute cash payments at the time of construction while Stage 2 and Stage 3 customers pay connection fees post construction. The cash payments from Stage 1 customers help to reduce other sources of funding the District must secure to fund construction of the recycled water treatment plant. While all three stages of customers will pay ongoing maintenance expenses, only Stage 2 and Stage 3 customers will also pay for repayment of debt service through the demand-related, recycled water rates.

Recycled water rate calculations are subject to the projection of water sold. During the initial five years of the recycled water plant, costs will be shared among a smaller ratepayer base, yielding unit rates for cost recovery that are significantly higher than what other customers pay for potable water from the neighboring agencies of Cal Water Bear Gulch District and the City of Menlo Park. To incentivize participation in the recycled water program, the District may choose to set rates below the costs so that the rates charged by the District are competitive with the rates charged by these agencies. Effectively, the District would be phasing in the full cost of recycled water service over a ten year period.

Recycled Water Facility Connection Fees and Rates

I. Executive Summary



The District would temporarily bridge revenue shortfalls brought on by charging these phased-in recycled water rates through an inter-fund loan from its Sewer Fund. Repayment of the inter-fund loan would occur through future recycled water rates after the initial phasing-in of rates has occurred.

It is recommended that the District proceed with adopting the following schedule of connection fees and rates for its recycled water program shown in **Figure 1-1**.

Figure 1-1. Proposed Contributions-in-Aid of Construction, Connection Fees, and Rates

Proposed Fees and Rates	Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Connection Fees/Payments					
Stage 1 Contributions in Aid of Construction					
\$ per Gallon of Avg. Day Peak Month Demand	\$89.37	\$89.37	N/A	N/A	N/A
Stage 2 Projected Connection Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	N/A	N/A	N/A
Stage 3 Projected Connection Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	N/A	N/A	\$9.72	\$13.35	\$16.98
Recycled Water Rates					
Stage 1 Rate (\$/hcf)	\$8.00	\$8.50	\$8.67	\$8.88	\$9.42
Stage 2 & Stage 3 Rates (\$/hcf)	N/A	\$9.50	\$10.34	\$11.29	\$12.29



II. Introduction

BACKGROUND

The District's Bayfront recycled water facility (Facility) project will initially treat 0.3 million gallons per day (MGD) of wastewater and would be completed in time to deliver recycled water by Fiscal Year End (FYE) 2027. Subsequently, the facility will be expanded, without needing additional basins, to provide 1.0 MGD, with full production by FYE 2030.

The proposed project would divert wastewater from the 36-inch sewer pipeline near the intersection of Bayfront Expressway and Marsh Road and pump the wastewater to a treatment and storage facility to be constructed at the former wastewater treatment plant at the end of Marsh Road, near the entrance of Bedwell Bayfront Park. The new treatment facility would include grit removal and fine screening, biological reactor tanks, a membrane bioreactor treatment system, and ultraviolet disinfection. The product water would be stored in a recycled water tank and a distribution pump station would deliver recycled water to customers in the Bayfront area.

A preliminary recycled water market assessment was conducted as part of a market survey in 2014. Subsequently, Woodard and Curran (W&C) updated and refined the assessment through meetings with established customers (e.g., Meta) and local developers (i.e., Signature, Tarlton, Greystar) to establish likely demand. W&C's refined market survey found 0.4 MGD of potential demand from developers that have already expressed an interest and up to as much as 0.26 MGD of demand from existing Meta properties.

FIVE-YEAR FINANCIAL PLAN

This report presents a financial plan for the District's recycled water fund. The District's recycled water fund financial plan comprises the following:

1. Projected capital and operating costs to construct and operate the proposed facility, which is based on the May 2, 2025 technical memorandums prepared by W&C and recently-executed construction contracts, with a subsequent September 24, 2025 update of projected power costs to operate the facility. Capital costs have been updated to reflect additional costs since September 2025, including the solar project installation and available federal rebate approved by the District's Board of Directors on February 25, 2026.
2. Project funding, projected costs, and projected rates to be charged to future users. There are three stages for when users may connect. Each stage has its own requirements for how much and when a new connection must contribute toward the cost to construct the facility and the on-going operations and maintenance (O&M) expenses.
3. Reduced rates to incentivize customers to join the recycled water program. The plan considers a ten-year phase-in of rates to meet the projected costs and how the shortfall will be made up in future rates beyond the initial ten-year period.

Recycled Water Facility Connection Fees and Rates

II. Introduction



The results of the financial plan indicate the annual increases in sewer service charges that are projected to fund the Town's expenses and maintain adequate reserves. Detailed spreadsheets comprising the five-year financial plan are included in **Appendix A**.

REPORT ORGANIZATION

The report is divided into the following sections: Expense Projections, Capital Facility Funding, O&M Facility Cost Recovery, and Recommendations.

A Glossary of technical terms and acronyms is provided following the Table of Contents.

Additional detail pertaining to the 10-year rate study can be found in **Appendix A**.



III. Expense Projections

Expense projections of the Facility are comprised of capital costs to build the Facility and Operations and Maintenance (O&M) costs to provide recycled water service once customers have connected to the system and the Facility is online.

CAPITAL FACILITY COSTS

In September 2023, the District advertised a Request for Qualifications (RFQ) for design-build services to construct the Facility. The successful bidder was Anderson Pacific Engineering Construction (APEC), who successfully constructed the District’s Sharon Heights Recycled Water Project. The District entered into an agreement with APEC to construct the Facility for approximately \$84.8 million dollars. In addition to the construction costs, the District has incurred planning costs, contributed District-owned land, and entered into agreements with various outside contractors to manage and inspect the progress of the project. **Figure 3-1** summarizes the total project cost of \$104,373,013. The District has applied for and are estimated to receive \$15,000,000 in grant funds to offset some of the project costs, which reduces the project cost to be recouped from those who connect to the system to \$89,373,013.

Figure 3-1 – Net Facility Capital Costs

Facility Capital Project Costs	
WBSD Planning Costs (2017-2019)	\$289,211
Anderson Pacific Contract - Phase 1	\$7,148,843
Anderson Pacific Contract - Phase 2	\$77,642,325
Woodard & Curran - Contract A	\$62,710
Woodard & Curran - Contract B	\$950,890
Woodard & Curran - Contract C	\$1,590,861
KAZ Associates - Stormwater Inspections	\$54,150
BAGG Engineers - Compaction, Material Testing	\$271,335
Net Solar Project Costs	\$2,862,688
WBSD Contributed Land and Improvements	\$10,000,000
Anderson Pacific - FM Pipeline Extension to WV	\$3,500,000
Total Facility Project Cost	\$104,373,013
(Less) Estimated Grant Funding	(\$5,000,000)
(Less) Additional Grant Funding	(\$10,000,000)
Net Facility Project Cost	\$89,373,013

WV = Willow Village

O&M FACILITY COSTS

Once the Facility is built and operations begin, W&C’s opinion of the probable annual Operating and Maintenance (O&M) costs to treat and deliver recycled water ranges from \$3,010,656 (in 2025\$) for the 0.3 MGD output and \$4,438,418 (in 2025\$) for the full production of 1.0 MGD in 2030, as shown in **Figure 3-2**. These include collecting reserves for future repair and

Recycled Water Facility Connection Fees and Rates

III. Expense Projections



replacement of the Facility assets. With the installation of solar panels, the District could see savings of 50% in power costs. Thus, the net projected costs after accounting for energy savings would range from \$2,038,156 for the 0.3 MGD output and \$2,986,618 for the full production of 1.0 MGD, as shown in **Figure 3-2**.

Figure 3-2. Projected Costs Included in O&M Rates

FY 2025-26 O&M Costs	Treatment Plant Capacity (MGD)		
	0.3	0.6	1.0
Consumables	\$44,323	\$62,983	\$88,430
Power	\$1,945,000	\$2,424,300	\$2,903,600
Labor	\$348,000	\$348,000	\$348,000
Miscellaneous	\$228,300	\$228,300	\$228,300
Capital Replacement Fund	\$445,034	\$642,416	\$870,088
Subtotal	\$3,010,656	\$3,705,999	\$4,438,418
(Less) Solar Energy Savings	(\$972,500)	(\$1,212,150)	(\$1,451,800)
Net Total	\$2,038,156	\$2,493,849	\$2,986,618

Projections of facility O&M costs depend on the capacity available each year as construction of the plant allows capacity to ramp up from the initial 0.3 MGD output in FY 2026-27 to the full output of 1.0 MGD projected for FY 2029-30. Initial savings from solar installation will begin in FY 2027-28 and are anticipated to provide 50% annual savings in original power cost estimates for the first three years. Thereafter, annual savings of 40% savings in power cost estimates have been assumed. Refer to **Appendix A, Table 1** for future cost projections to be recovered through recycled water rates.



IV. Capital Facility Funding

There is a demonstrated demand for recycled water in the Bayfront area. The City of Menlo Park requires new development of 250,000 square feet or larger to use recycled water for irrigation and approved indoor uses (e.g., toilet flushing, cooling systems). These developments will be required to either construct on-site facilities to treat and re-distribute wastewater or receive water from a recycled water producer. Economies of scale can be realized if one regional facility is constructed to accommodate the demand, instead of many smaller, individual facilities for each development.

The \$89,373,013 in net capital costs to construct the Facility shown in **Figure 3-1**, can be funded through Contributions in Aid of Construction (CIAC) from the interested developers identified by the market assessment or debt financing with a low-interest loan from the State Revolving Fund (SRF), or a combination of the two. The market assessment survey identified six new developments that will be required to use recycled water. **Figure 4-1** identifies the developers and their projected average peak day demand (in MGD).

Figure 4-1. Interested Developers and Projected Recycled Water Needs

Project/Developer	Average Day of Peak Month Demand (MGD)	% of Peak Demand
Willow Village (Signature)	0.260	26.0%
123 Independence (Sobrato)	0.001	0.1%
Commonwealth 3 (Sobrato)	0.000	0.0%
1350 Adams (Tarlton)	0.039	3.9%
Menlo Portal (Greystar)	0.013	1.3%
Menlo Uptown (Greystar)	0.012	1.2%
Menlo Flats (Greystar)	0.007	0.7%
CS Bio	0.006	0.6%
WBSD Extra Capacity	0.663	66.3%
Total	1.000	100.0%

The interested developers identified in the market assessment make up 33.7% of the total 1.0 MGD capacity. The remaining 66.3% of capacity would be used to serve existing District customers or other new developments not currently identified.

CONTRIBUTIONS IN AID OF CONSTRUCTION

Based on the total projected construction costs of \$89,373,013 for the 1.0 MGD of peak demand, the cost for developers to buy capacity in the system is \$89.37 per gallon of Average Day of Peak Month Demand ($\$89,373,013 \div 1,000,000$ gallons). The estimated contribution for each of the interested developers is summarized in **Figure 4-2**. For example, the developer of the Willow Village project would contribute approximately \$23,236,983 (260,000 gallons per day x \$89.37 per gallon).



The currently projected cost for developers to buy capacity in the system, \$89.37 per gallon of Average Day of Peak Month Demand, reflects \$15,000,000 in grant funding from the State Revolving Fund. Any additional grant funding received by the District will be considered in order to reduce the construction costs used to derive the per gallon buy-in cost and could therefore benefit all developers/connectors.

Figure 4-2. Capital Contributions in Aid of Construction

Project/Developer	Average Day of Peak Month Demand (MGD)	% of Peak Demand	Allocate Total Project Cost
			\$89,373,013
Willow Village (Signature)	0.260	26.0%	\$23,236,983
WBSD Extra Capacity	0.740	74.0%	\$66,136,030
Total	1.000	100.0%	\$89,373,013
			÷
	Total Average Day of Peak Month Demand		1,000,000
Buy-in Cost (per gallon of Avg. Day Peak Month Demand)			\$89.37

CIAC payments reduce the capital funding costs that the District must meet through the use of reserves and debt financing. However, because the District still has remaining capacity to provide to future development, it will also use debt-financing to address funding of the remainder of the Facility that will be re-paid by all other future connections and rate payers.

DEBT-FINANCING

The District has secured \$66.6 million in funding from the State Revolving Fund (SRF), including \$5,000,000 in grants which does not need to be paid back, leaving \$61.6 million as a low-interest loan to be paid back incrementally once the project has been completed. The additional funds necessary to construct the Facility will come from developers/connectors through CIAC, as discussed earlier, and connection fees from future customers. However, debt for the SRF loan will be re-paid through the recycled water rates charged to customers. Refer to **Appendix A, Table 4** for the overall schedule of debt service that will begin once construction concludes. **Appendix A, Table 4** is the sum of two debt service schedules, the California Water Recycling Bonds (**Appendix A, Table 2**), and the California Clean Water SRF Loan (**Appendix A, Table 3**). Repayment of the debt service through the recycled water rates is discussed in a later section of this memorandum.

THREE STAGES OF CONNECTIONS

Future customers (e.g., developers or individual customers) can connect during one of three stages. The cost to connect increases after the initial Stage 1. Regardless of what stage a developer/customer connects, they will be responsible for covering the annual O&M costs based on their water use, which is discussed further in Section V.



■ **Stage 1. Developers who make upfront Contributions in Aid of Construction (CIAC)**

- ❑ Pay a one-time upfront capital payment based on MGD of peak month capacity needed (calculated at \$89.37 per gallon of average day peak month demand needed).
- ❑ Pay on-going O&M charges based on actual use. The cost of on-going O&M will be shared among the customers receiving recycled water service.
- ❑ Will not be charged for debt-service payments or connection fees (i.e., will not be responsible for payback of the original construction loan as they have made an up-front cash payment).
- ❑ Can connect at any time. Capacity is reserved for them until connected.

■ **Stage 2. Customers who do not make upfront payments and connect prior to July 1, 2028**

- ❑ Pay annually for a proportionate share of annual debt service (including interest) on the original construction loan, in lieu of a one-time upfront capital payment.
- ❑ Pay a one-time connection fee equal to a proportionate share of cash-funded capital at the time of connection. Connection fees increase annually as retired debt service accumulates.
- ❑ Share in on-going O&M charges with Stage 1 customers.
- ❑ Must connect prior to the first debt-service payment is due on the original construction loan (i.e., prior to July 1, 2028).

■ **Stage 3. Customers who connect after July 1, 2028**

- ❑ Pay annually for a proportionate share (along with Stage 2 customers) of annual debt service (including interest) on the original construction loan.
- ❑ Pay a one-time connection fee equal to a proportionate share of retired debt (including interest) and cash-funded capital at the time of connection. Connection fees increase annually as retired debt service accumulates.
- ❑ Share in on-going O&M charges with Stage 1 and Stage 2 customers based on actual use.

CONNECTION FEES BY STAGE OF CONNECTION

Connection fees are used to recover Stage 2 and Stage 3 connection's fair share of the costs of existing facilities that provide capacity for these connections to join. Growth can occur anywhere within the recycled water service area. Hence, the facilities required to serve the District's current customers (Stage 1 customers) are the same facilities that provide service for growth.

The existing facilities represent all infrastructure that will be required to meet demands within the near term. As a new utility, the facilities of the District's recycled water system consist of the Bayfront Recycled Water Plant, which is to be largely funded through debt service and a

Recycled Water Facility Connection Fees and Rates
 IV. Capital Facility Funding



portion of cash-funded capital, as shown in **Figure 4-3**. Since debt service is to be repaid through recycled water rates, only the portion of debt service that has been retired may be accounted for in the connection fee analysis. **Figure 4-4** calculates the connection fee for Stage 2 and Stage 3 connections based on the value of the existing facilities and the available capacity at the time of connection. Repayment of debt service does not begin until FY 2028-29. Prior to repayment beginning, the connection fees only include the value of cash-funded capital net of any depreciation.

Figure 4-3. Remaining Capital Funding

Remaining Funding	
Net Facility Project Cost	\$89,373,013
(Less) Clean Water SRF. Bonds	(\$61,600,000)
(Less) CIAC	(\$23,236,200)
Remaining Funding	\$4,536,813

Figure 4-4. Stage 2 and 3 Connection Fee Calculations

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Cash-Funded Capital	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813
(Less) Depreciation	\$0	(\$90,736)	(\$181,473)	(\$272,209)	(\$362,945)
	\$4,536,813	\$4,446,077	\$4,355,341	\$4,264,604	\$4,173,868
Construction Cost Index	1.000	1.033	1.067	1.102	1.138
Cash Funded Capital (RCNLD)	\$4,536,813	\$4,591,852	\$4,645,624	\$4,697,985	\$4,748,785
Retired Debt Service	\$0	\$0	\$2,543,808	\$5,180,977	\$7,818,146
Subtotal	\$4,536,813	\$4,591,852	\$7,189,431	\$9,878,962	\$12,566,931
Total Capacity (MGD)	1.00	1.00	1.00	1.00	1.00
(Less) Capacity Reserved from CIAC	0.26	0.26	0.26	0.26	0.26
Available Capacity (MGD)	0.74	0.74	0.74	0.74	0.74
Available Capacity (gallons)	740,000	740,000	740,000	740,000	740,000
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	\$9.72	\$13.35	\$16.98

Depreciation based on 50-year useful life of the plant funded by the cash-funded capital in FY 2026-27.

Refer to **Appendix A** for stage 2 and 3 connection fee projections schedule. Connection fees received from Stage 2 and Stage 3 customers will provide supplemental funding for the District to invest in capital improvements.

Figure 4-5 provides the proposed fees per connection stage over the next five years. Note: the calculation of the connection fees reflects receiving \$23.2 million from CIAC payments (i.e., developer contributions) identified in **Figure 4-2**, prior to the Facility coming online. If actual CIAC payment are more or less, the connection fees would require re-calculation.



Figure 4-5. Connection Fees by Stage

	Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Connection Fees/Payments					
Stage 1 Contributions in Aid of Construction					
\$ per Gallon of Avg. Day Peak Month Demand	\$89.37	\$89.37	N/A	N/A	N/A
Stage 2 Projected Connection Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	N/A	N/A	N/A
Stage 3 Projected Connection Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	N/A	N/A	\$9.72	\$13.35	\$16.98



V. O&M Facility Cost Recovery

RECYCLED WATER RATES BY STAGE OF CONNECTION

Once customers have connected to the system, they will participate in recovering the cost of ongoing O&M expenses through recycled water rates. In addition to the O&M expenses and future capital reserve funding identified in **Figure 2** and **Appendix A, Table 1**, recycled water rates will also cover the cost of annual debt service the District pays for the original Facility. These expenses are shown in **Figure 5-1**.

Figure 5-1. Unit Rate Projections for Cost Recovery

Stage 2 and Stage 3 Connector Unit Costs					
Assumed Plant Capacity (MGD)	0.3	0.6	0.6	1.0	1.0
Fiscal Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Annual Operational Cost	\$3,109,368	\$2,660,064	\$2,747,281	\$3,398,000	\$3,850,598
Debt Service payment	\$0	\$0	\$2,543,808	\$2,637,169	\$2,637,169
Subtotal	\$3,109,368	\$2,660,064	\$5,291,088	\$6,035,170	\$6,487,768
Annual Water use (MG)	87.60	175.20	175.20	292.00	292.00
Rate per million gallons	\$35,495	\$15,183	\$30,200	\$20,668	\$22,218
Recycled Water Unit Rate (\$/HCF)	\$26.55	\$11.36	\$22.59	\$15.46	\$16.62

The proposed rate structure is assumed to be a uniform volumetric rate that will be assessed to two classes. This means, all expenses are recovered according to the recycled water demand recorded by the parcel meter, in units of hundred cubic feet (HCF). Expenses to be recovered through the volumetric rates are the annual operating costs and debt service payment. The separation of two customer classes reflects that Stage 1 customers only contribute toward covering their share of annual operating costs. However, Stage 2 and 3 customers, who benefit from the District’s initial debt service funding of the Facility, will pay for both the annual operating cost components and the debt service payment component. The final row of **Figure 5-1** reflects the unit rate for cost recovery that would be attributable to Stage 2 and Stage 3 customers. The unit rate for cost recovery assumes that water sales will be 80% of the volume of total capacity. However, timing of connection and future participation may affect the actual sales recorded and rate revenues received.

PHASING-IN RECYCLED WATER RATES

Rate calculations are subject to the projection of water sold. During the initial five years, costs will be shared among a smaller ratepayer base, yielding unit rates for cost recovery that are significantly higher than what other customers pay for potable water. To incentivize participation in the recycled water program, the District may choose to set rates below the costs so that the rates charged by the District are competitive with the rates charged by potable water agencies, such as Cal Water Bear Gulch District and the City of Menlo Park.

Addressing a rate revenue shortfall through an inter-fund loan from the Sewer Fund is one option available to the District. Each year that reduced rates do not meet O&M costs creates an operating shortfall that can be structured as an inter-fund loan. Repayment of the inter-

Recycled Water Facility Connection Fees and Rates
 V. O&M Facility Cost Recovery



fund loan will occur through future recycled water rates. Therefore, revised rates would assume the following to accommodate such a scenario:

- a. Stage 1, 2, and 3 rates would be phased in for ten years beginning with FY 2026-27 and ending FY 2035-36.
- b. Interest on the cumulative shortfall would be re-paid through rates in the following fiscal year at an interest rate of 3.5%, in line with recent historical Local Agency Investment Fund (LAIF) rates. Therefore, the first year for which revised rates include interest repayment is FY 2028-29.
- c. Interest to be re-paid would be calculated per HCF of total annual projected water sales.
- d. Rates projected for FY 2028-29 through FY 2036-37 account for interest re-payment of the cumulative shortfall.
- e. The cumulative shortfall after FY 2035-36 represents the principal of the interfund loan. This is projected to be \$8.5 million.
- f. Beginning FY 2037-38, rates would account for re-payment of the inter-fund loan over a 20-year period using twenty equal payments of remaining principal and interest.
- g. Inter-fund loan payments in FY 2037-38 through FY 2056-57 would be calculated per HCF of total annual projected water sales.

Appendix A, Table 5 provides the supporting calculations to generate the proposed recycled water rates shown in **Figure 5-2**. The District can establish rates for five years and conduct an additional rate study to reassess rates thereafter.

Figure 5-2 summarizes the proposed rates for the recycled water services.

Figure 5-2. Proposed Recycled Water Rates

Recycled Water Rates	Proposed Rates by Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Stage 1 Rate (\$/hcf)	\$8.00	\$8.50	\$8.67	\$8.88	\$9.42
Stage 2 & Stage 3 Rates (\$/hcf)	N/A	\$9.50	\$10.34	\$11.29	\$12.29



VI. Recommendations

It is recommended that the District proceed with adopting the following schedule of connection fees and rates for its recycled water program shown in **Figure 6-1**.

Figure 6-1. Proposed CIAC, Connection Fees, and Rates

Proposed Fees and Rates	Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Connection Fees/Payments					
Stage 1 Contributions in Aid of Construction					
\$ per Gallon of Avg. Day Peak Month Demand	\$89.37	\$89.37	N/A	N/A	N/A
Stage 2 Projected Connection Fees (at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	N/A	N/A	N/A
Stage 3 Projected Connection Fees (at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	N/A	N/A	\$9.72	\$13.35	\$16.98
Recycled Water Rates					
Stage 1 Rate (\$/hcf)	\$8.00	\$8.50	\$8.67	\$8.88	\$9.42
Stage 2 & Stage 3 Rates (\$/hcf)	N/A	\$9.50	\$10.34	\$11.29	\$12.29

APPENDIX A

FINANCIAL PLAN

**West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
1. Operating Cost Projections**

	CPI Escalation	1.000	1.033	1.067	1.102	1.138	1.175	1.214	1.253	1.294	1.337	1.381	1.426	1.473
	Plant Capacity (MGD)	0.3	0.3	0.6	0.6	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Fiscal Year	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38	
Consumables	\$44,323	\$45,776	\$67,181	\$69,384	\$100,610	\$103,909	\$107,316	\$110,835	\$114,469	\$118,222	\$122,098	\$126,101	\$130,236	
Power	\$1,945,000	\$2,008,772	\$2,585,879	\$2,670,664	\$3,303,548	\$3,411,862	\$3,523,729	\$3,639,263	\$3,758,585	\$3,881,819	\$4,009,094	\$4,140,542	\$4,276,300	
Labor	\$348,000	\$359,410	\$371,194	\$383,365	\$395,934	\$408,916	\$422,323	\$436,170	\$450,471	\$465,241	\$480,495	\$496,249	\$512,520	
Miscellaneous	\$228,300	\$235,785	\$243,516	\$251,500	\$259,746	\$268,263	\$277,059	\$286,143	\$295,524	\$305,214	\$315,221	\$325,556	\$336,231	
Capital Replacement Funding	\$445,034	\$459,625	\$685,233	\$707,700	\$989,935	\$1,022,393	\$1,055,914	\$1,090,535	\$1,126,291	\$1,163,219	\$1,201,358	\$1,240,748	\$1,281,429	
Operating Costs Total	\$3,010,656	\$3,109,368	\$3,953,004	\$4,082,612	\$5,049,774	\$5,215,343	\$5,386,341	\$5,562,945	\$5,745,340	\$5,933,715	\$6,128,266	\$6,329,196	\$6,536,715	
Assumed Power Savings as %	0%	0%	50%	50%	50%	40%	40%	40%	40%	40%	40%	40%	40%	
(Less) Solar Project Savings	\$0	\$0	(\$1,292,940)	(\$1,335,332)	(\$1,651,774)	(\$1,364,745)	(\$1,409,491)	(\$1,455,705)	(\$1,503,434)	(\$1,552,728)	(\$1,603,638)	(\$1,656,217)	(\$1,710,520)	
Operating Costs	\$3,010,656	\$3,109,368	\$2,660,064	\$2,747,281	\$3,398,000	\$3,850,598	\$3,976,850	\$4,107,240	\$4,241,906	\$4,380,987	\$4,524,629	\$4,672,980	\$4,826,195	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

California Water Recycling Bonds Payment Schedule							
Ref Num	Due Date	Principal Payment	Interest Rate %	Interest Payment	Total P and I Payment	Total Payment	Ending Balance
1	7/1/2028	\$299,842.05	1.700	\$196,967.61	\$496,809.66	\$496,809.66	\$11,300,157.95
2	7/1/2029	\$304,706.97	1.700	\$192,102.69	\$496,809.66	\$496,809.66	\$10,995,450.98
3	7/1/2030	\$309,886.99	1.700	\$186,922.67	\$496,809.66	\$496,809.66	\$10,685,563.99
4	7/1/2031	\$315,155.07	1.700	\$181,654.59	\$496,809.66	\$496,809.66	\$10,370,408.92
5	7/1/2032	\$320,512.71	1.700	\$176,296.95	\$496,809.66	\$496,809.66	\$10,049,896.21
6	7/1/2033	\$325,961.42	1.700	\$170,848.24	\$496,809.66	\$496,809.66	\$9,723,934.79
7	7/1/2034	\$331,502.77	1.700	\$165,306.89	\$496,809.66	\$496,809.66	\$9,392,432.02
8	7/1/2035	\$337,138.32	1.700	\$159,671.34	\$496,809.66	\$496,809.66	\$9,055,293.70
9	7/1/2036	\$342,869.67	1.700	\$153,939.99	\$496,809.66	\$496,809.66	\$8,712,424.03
10	7/1/2037	\$348,698.45	1.700	\$148,111.21	\$496,809.66	\$496,809.66	\$8,363,725.58
11	7/1/2038	\$354,626.33	1.700	\$142,183.33	\$496,809.66	\$496,809.66	\$8,009,099.25
12	7/1/2039	\$360,654.97	1.700	\$136,154.69	\$496,809.66	\$496,809.66	\$7,648,444.28
13	7/1/2040	\$366,786.11	1.700	\$130,023.55	\$496,809.66	\$496,809.66	\$7,281,658.17
14	7/1/2041	\$373,021.47	1.700	\$123,788.19	\$496,809.66	\$496,809.66	\$6,908,636.70
15	7/1/2042	\$379,362.84	1.700	\$117,446.82	\$496,809.66	\$496,809.66	\$6,529,273.86
16	7/1/2043	\$385,812.00	1.700	\$110,997.66	\$496,809.66	\$496,809.66	\$6,143,461.86
17	7/1/2044	\$392,370.81	1.700	\$104,438.85	\$496,809.66	\$496,809.66	\$5,751,091.05
18	7/1/2045	\$399,041.11	1.700	\$97,768.55	\$496,809.66	\$496,809.66	\$5,352,049.94
19	7/1/2046	\$405,824.81	1.700	\$90,984.85	\$496,809.66	\$496,809.66	\$4,946,225.13
20	7/1/2047	\$412,723.83	1.700	\$84,085.83	\$496,809.66	\$496,809.66	\$4,533,501.30
21	7/1/2048	\$419,740.14	1.700	\$77,069.52	\$496,809.66	\$496,809.66	\$4,113,761.16
22	7/1/2049	\$426,875.72	1.700	\$69,933.94	\$496,809.66	\$496,809.66	\$3,686,885.44
23	7/1/2050	\$434,132.61	1.700	\$62,677.05	\$496,809.66	\$496,809.66	\$3,252,752.83
24	7/1/2051	\$441,512.86	1.700	\$55,296.80	\$496,809.66	\$496,809.66	\$2,811,239.97
25	7/1/2052	\$449,018.58	1.700	\$47,791.08	\$496,809.66	\$496,809.66	\$2,362,221.39
26	7/1/2053	\$456,651.90	1.700	\$40,157.76	\$496,809.66	\$496,809.66	\$1,905,569.49
27	7/1/2054	\$464,414.98	1.700	\$32,394.68	\$496,809.66	\$496,809.66	\$1,441,154.51
28	7/1/2055	\$472,310.03	1.700	\$24,499.63	\$496,809.66	\$496,809.66	\$968,844.48
29	7/1/2056	\$480,339.30	1.700	\$16,470.36	\$496,809.66	\$496,809.66	\$488,505.18
30	7/1/2057	\$488,505.18	1.700	\$8,304.59	\$496,809.77	\$496,809.77	\$0.00
		\$11,600,000.00		\$3,304,289.91	\$14,904,289.91	\$14,904,289.91	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

California CWSRF Payment Schedule							
Ref Num	Due Date	Principal Payment	Interest Rate %	Interest Payment	Total P and I Payment	Total Payment	Ending Balance
1	7/1/2028	\$1,312,453.37	1.700	\$734,544.71	\$2,046,998.08	\$2,046,998.08	\$46,559,886.63
2	7/1/2029	\$1,316,851.00	1.700	\$823,508.62	\$2,140,359.62	\$2,140,359.62	\$47,370,695.63
3	7/1/2030	\$1,335,057.79	1.700	\$805,301.83	\$2,140,359.62	\$2,140,359.62	\$46,035,637.84
4	7/1/2031	\$1,357,753.78	1.700	\$782,605.84	\$2,140,359.62	\$2,140,359.62	\$44,677,884.06
5	7/1/2032	\$1,380,835.59	1.700	\$759,524.03	\$2,140,359.62	\$2,140,359.62	\$43,297,048.47
6	7/1/2033	\$1,404,309.80	1.700	\$736,049.82	\$2,140,359.62	\$2,140,359.62	\$41,892,738.67
7	7/1/2034	\$1,428,183.06	1.700	\$712,176.56	\$2,140,359.62	\$2,140,359.62	\$40,464,555.61
8	7/1/2035	\$1,452,462.17	1.700	\$687,897.45	\$2,140,359.62	\$2,140,359.62	\$39,012,093.44
9	7/1/2036	\$1,477,154.03	1.700	\$663,205.59	\$2,140,359.62	\$2,140,359.62	\$37,534,939.41
10	7/1/2037	\$1,502,265.65	1.700	\$638,093.97	\$2,140,359.62	\$2,140,359.62	\$36,032,673.76
11	7/1/2038	\$1,527,804.17	1.700	\$612,555.45	\$2,140,359.62	\$2,140,359.62	\$34,504,869.59
12	7/1/2039	\$1,553,776.84	1.700	\$586,582.78	\$2,140,359.62	\$2,140,359.62	\$32,951,092.75
13	7/1/2040	\$1,580,191.04	1.700	\$560,168.58	\$2,140,359.62	\$2,140,359.62	\$31,370,901.71
14	7/1/2041	\$1,607,054.29	1.700	\$533,305.33	\$2,140,359.62	\$2,140,359.62	\$29,763,847.42
15	7/1/2042	\$1,634,374.21	1.700	\$505,985.41	\$2,140,359.62	\$2,140,359.62	\$28,129,473.21
16	7/1/2043	\$1,662,158.58	1.700	\$478,201.04	\$2,140,359.62	\$2,140,359.62	\$26,467,314.63
17	7/1/2044	\$1,690,415.27	1.700	\$449,944.35	\$2,140,359.62	\$2,140,359.62	\$24,776,899.36
18	7/1/2045	\$1,719,152.33	1.700	\$421,207.29	\$2,140,359.62	\$2,140,359.62	\$23,057,747.03
19	7/1/2046	\$1,748,377.92	1.700	\$391,981.70	\$2,140,359.62	\$2,140,359.62	\$21,309,369.11
20	7/1/2047	\$1,778,100.35	1.700	\$362,259.27	\$2,140,359.62	\$2,140,359.62	\$19,531,268.76
21	7/1/2048	\$1,808,328.05	1.700	\$332,031.57	\$2,140,359.62	\$2,140,359.62	\$17,722,940.71
22	7/1/2049	\$1,839,069.63	1.700	\$301,289.99	\$2,140,359.62	\$2,140,359.62	\$15,883,871.08
23	7/1/2050	\$1,870,333.81	1.700	\$270,025.81	\$2,140,359.62	\$2,140,359.62	\$14,013,537.27
24	7/1/2051	\$1,902,129.49	1.700	\$238,230.13	\$2,140,359.62	\$2,140,359.62	\$12,111,407.78
25	7/1/2052	\$1,934,465.69	1.700	\$205,893.93	\$2,140,359.62	\$2,140,359.62	\$10,176,942.09
26	7/1/2053	\$1,967,351.60	1.700	\$173,008.02	\$2,140,359.62	\$2,140,359.62	\$8,209,590.49
27	7/1/2054	\$2,000,796.58	1.700	\$139,563.04	\$2,140,359.62	\$2,140,359.62	\$6,208,793.91
28	7/1/2055	\$2,034,810.12	1.700	\$105,549.50	\$2,140,359.62	\$2,140,359.62	\$4,173,983.79
29	7/1/2056	\$2,069,401.90	1.700	\$70,957.72	\$2,140,359.62	\$2,140,359.62	\$2,104,581.89
30	7/1/2057	\$2,104,581.89	1.700	\$35,777.89	\$2,140,359.78	\$2,140,359.78	\$0.00
		\$50,000,000.00		\$14,117,427.22	\$64,117,427.22	\$64,117,427.22	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

Combined Annual Debt Service Payments				
Due Date	Combined Principle	Combined Interest	Combined Payment	Cumulative Payments
7/1/2028	\$1,612,295	\$931,512	\$2,543,808	\$2,543,808
7/1/2029	\$1,621,558	\$1,015,611	\$2,637,169	\$5,180,977
7/1/2030	\$1,644,945	\$992,225	\$2,637,169	\$7,818,146
7/1/2031	\$1,672,909	\$964,260	\$2,637,169	\$10,455,316
7/1/2032	\$1,701,348	\$935,821	\$2,637,169	\$13,092,485
7/1/2033	\$1,730,271	\$906,898	\$2,637,169	\$15,729,654
7/1/2034	\$1,759,686	\$877,483	\$2,637,169	\$18,366,823
7/1/2035	\$1,789,600	\$847,569	\$2,637,169	\$21,003,993
7/1/2036	\$1,820,024	\$817,146	\$2,637,169	\$23,641,162
7/1/2037	\$1,850,964	\$786,205	\$2,637,169	\$26,278,331
7/1/2038	\$1,882,431	\$754,739	\$2,637,169	\$28,915,501
7/1/2039	\$1,914,432	\$722,737	\$2,637,169	\$31,552,670
7/1/2040	\$1,946,977	\$690,192	\$2,637,169	\$34,189,839
7/1/2041	\$1,980,076	\$657,094	\$2,637,169	\$36,827,008
7/1/2042	\$2,013,737	\$623,432	\$2,637,169	\$39,464,178
7/1/2043	\$2,047,971	\$589,199	\$2,637,169	\$42,101,347
7/1/2044	\$2,082,786	\$554,383	\$2,637,169	\$44,738,516
7/1/2045	\$2,118,193	\$518,976	\$2,637,169	\$47,375,686
7/1/2046	\$2,154,203	\$482,967	\$2,637,169	\$50,012,855
7/1/2047	\$2,190,824	\$446,345	\$2,637,169	\$52,650,024
7/1/2048	\$2,228,068	\$409,101	\$2,637,169	\$55,287,193
7/1/2049	\$2,265,945	\$371,224	\$2,637,169	\$57,924,363
7/1/2050	\$2,304,466	\$332,703	\$2,637,169	\$60,561,532
7/1/2051	\$2,343,642	\$293,527	\$2,637,169	\$63,198,701
7/1/2052	\$2,383,484	\$253,685	\$2,637,169	\$65,835,870
7/1/2053	\$2,424,004	\$213,166	\$2,637,169	\$68,473,040
7/1/2054	\$2,465,212	\$171,958	\$2,637,169	\$71,110,209
7/1/2055	\$2,507,120	\$130,049	\$2,637,169	\$73,747,378
7/1/2056	\$2,549,741	\$87,428	\$2,637,169	\$76,384,548
7/1/2057	\$2,593,087	\$44,082	\$2,637,170	\$79,021,717
Total	\$61,600,000	\$17,421,717	\$79,021,717	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
3. Capacity Fees

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38
Cash-Funded Capital	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813	\$4,536,813
(Less) Depreciation	\$0	(\$90,736)	(\$181,473)	(\$272,209)	(\$362,945)	(\$453,681)	(\$544,418)	(\$635,154)	(\$725,890)	(\$816,626)	(\$907,363)	(\$998,099)
	<u>\$4,536,813</u>	<u>\$4,446,077</u>	<u>\$4,355,341</u>	<u>\$4,264,604</u>	<u>\$4,173,868</u>	<u>\$4,083,132</u>	<u>\$3,992,396</u>	<u>\$3,901,659</u>	<u>\$3,810,923</u>	<u>\$3,720,187</u>	<u>\$3,629,451</u>	<u>\$3,538,714</u>
Construction Cost Index	1.000	1.033	1.067	1.102	1.138	1.175	1.214	1.253	1.294	1.337	1.381	1.426
Cash Funded Capital (RCNLD)	\$4,536,813	\$4,591,852	\$4,645,624	\$4,697,985	\$4,748,785	\$4,797,866	\$4,845,061	\$4,890,193	\$4,933,076	\$4,973,513	\$5,011,299	\$5,046,217
Retired Debt Service	\$0	\$0	\$2,543,808	\$5,180,977	\$7,818,146	\$10,455,316	\$13,092,485	\$15,729,654	\$18,366,823	\$21,003,993	\$23,641,162	\$23,641,162
Subtotal	\$4,536,813	\$4,591,852	\$7,189,431	\$9,878,962	\$12,566,931	\$15,253,182	\$17,937,546	\$20,619,847	\$23,299,899	\$25,977,506	\$28,652,461	\$28,687,379
Total Capacity (MGD)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
(Less) Capacity Reserved from CIAC	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26
Available Capacity (MGD)	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74
Available Capacity (gallons)	740,000	740,000	740,000	740,000	740,000	740,000	740,000	740,000	740,000	740,000	740,000	740,000
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	\$9.72	\$13.35	\$16.98	\$20.61	\$24.24	\$27.86	\$31.49	\$35.10	\$38.72	\$38.77

West Bay Sanitary District
 Bayfront Recycled Water Rates and Capacity Fees Analysis
 4. Summary

	Fiscal Year											
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
Projected Connection Fees/Payments												
Stage 1 Contributions in Aid of Construction												
\$ per Gallon of Avg. Day Peak Month Demand	\$89.37	\$89.37	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stage 2 Projected Connection Fees												
(at time of connection)												
\$ per Gallon of Avg. Day Peak Month Demand	\$6.13	\$6.21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stage 3 Projected Connection Fees												
(at time of connection)												
\$ per Gallon of Avg. Day Peak Month Demand	N/A	N/A	\$9.72	\$13.35	\$16.98	\$20.61	\$24.24	\$27.86	\$31.49	\$35.10	\$38.72	\$38.77

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
5. Phase-In

Assumptions: 10-year phase-in of rates to meet cost of production. Loan to meet phase-in begins payback in Year 12 for principal outstanding

re-payment begins

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
1 Initial Rates before Interest												
2 10-year phase-in												
3 O&M stage 1 rate	\$8.00	\$8.50	\$8.59	\$8.67	\$9.10	\$9.56	\$10.04	\$10.54	\$11.07	\$11.62	\$11.97	\$12.36
4		\$0.50	\$0.09	\$0.09	\$0.43	\$0.46	\$0.48	\$0.50	\$0.53	\$0.55	\$0.35	\$0.39
5 % change		6%	1%	1%	5%	5%	5%	5%	5%	5%	3%	3%
6 O&M stage 2,3 rates		\$9.50	\$10.26	\$11.08	\$11.97	\$12.92	\$13.96	\$15.08	\$16.28	\$17.58	\$18.73	\$19.12
7 \$ change		\$9.50	\$0.76	\$0.82	\$0.89	\$0.96	\$1.03	\$1.12	\$1.21	\$1.30	\$1.14	\$0.39
8 % change			8%	8%	8%	8%	8%	8%	8%	8%	7%	2%
9 Annual Water Sales (MG)	87.6	175.2	175.2	292.0	292.0	292.0	292.0	292.0	292.0	292.0	292.0	292.0
10 Annual Water Sales (hcf)	117,104	234,208	234,208	390,347	390,347	390,347	390,347	390,347	390,347	390,347	390,347	390,347
11 % of Sales to Stage 1	100%	50%	50%	30%	30%	30%	30%	30%	30%	30%	30%	30%

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
12 Interest Cost per HCF		N/A	\$0.08	\$0.21	\$0.32	\$0.44	\$0.55	\$0.63	\$0.70	\$0.74	\$0.76	\$1.53
13 added to rates on rows 3 and 6												
14 Rates including Loan Payback costs from Row 57												
15 Final Rates to be Published												
16 10-year phase-in												
17 O&M stage 1 rate	\$8.00	\$8.50	\$8.67	\$8.88	\$9.42	\$10.00	\$10.58	\$11.17	\$11.77	\$12.36	\$12.73	\$13.89
18		\$0.50	\$0.17	\$0.22	\$0.54	\$0.58	\$0.58	\$0.59	\$0.59	\$0.60	\$0.37	\$1.16
19 % change		6%	2%	2%	6%	6%	6%	6%	5%	5%	3%	9%
20 O&M stage 2,3 rates		\$9.50	\$10.34	\$11.29	\$12.29	\$13.37	\$14.51	\$15.71	\$16.98	\$18.33	\$19.49	\$20.65
21 \$ change		\$9.50	\$0.84	\$0.95	\$0.99	\$1.08	\$1.14	\$1.20	\$1.27	\$1.35	\$1.16	\$1.16
22 % change			9%	9%	9%	9%	9%	8%	8%	8%	6%	6%

23 Determination of Interfund Loan from Sewer Fund

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
24 Recycled Rates												
25 Revenue	\$26.55	\$11.36	\$11.73	\$8.71	\$9.86	\$10.19	\$10.52	\$10.87	\$11.22	\$11.59	\$11.97	\$12.36
26 Calculated Stage 1 COS Rate	\$26.55	\$11.36	\$11.73	\$8.71	\$9.86	\$10.19	\$10.52	\$10.87	\$11.22	\$11.59	\$11.97	\$12.36
27 Recycled Water Sold (hcf)	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104
28 Calculated Stage 2,3 COS Rate		\$11.36	\$22.59	\$15.46	\$16.62	\$16.94	\$17.28	\$17.62	\$17.98	\$18.35	\$18.73	\$19.12
29 Recycled Water Sold (hcf)		117,104	117,104	273,243	273,243	273,243	273,243	273,243	273,243	273,243	273,243	273,243
30 Revenue at COS Rates	\$3,109,368	\$2,660,064	\$4,019,184	\$5,244,019	\$5,696,617	\$5,822,868	\$5,953,259	\$6,087,925	\$6,227,006	\$6,370,647	\$6,518,998	\$6,672,213
31 Reduced Stage 1 Rate	\$8.00	\$8.50	\$8.59	\$8.67	\$9.10	\$9.56	\$10.04	\$10.54	\$11.07	\$11.62	\$11.97	\$12.36
32 Recycled Water Sold (hcf)	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104	117,104
33 Reduced Stage 2,3 Rate		\$9.50	\$10.26	\$11.08	\$11.97	\$12.92	\$13.96	\$15.08	\$16.28	\$17.58	\$18.73	\$19.12
34 Recycled Water Sold (hcf)		117,104	117,104	273,243	273,243	273,243	273,243	273,243	273,243	273,243	273,243	273,243
35 Revenue at Discounted Rates	\$936,833	\$2,107,875	\$2,206,828	\$4,043,144	\$4,336,134	\$4,651,040	\$4,989,539	\$5,353,438	\$5,744,687	\$6,165,384	\$6,518,998	\$6,672,213
36 Total Subsidy		(\$552,189)	(\$1,812,357)	(\$1,200,875)	(\$1,360,483)	(\$1,171,828)	(\$963,720)	(\$734,486)	(\$482,319)	(\$205,263)	\$0	\$0
37 Costs to be included in Recycled Water Rates												
38 Interest Only Payment	N/A	N/A	\$19,327	\$82,759	\$124,790	\$172,407	\$213,421	\$247,151	\$272,858	\$289,739	\$296,923	
39 Cost per HCF			\$0.08	\$0.21	\$0.32	\$0.44	\$0.55	\$0.63	\$0.70	\$0.74	\$0.76	\$1.53
40 Total Interfund Loan from Sewer	(\$8,483,520)											
41 interest rate	3.50%											
42 20-year Principal	\$8,483,519.63	avg. interest/year	\$424,175.98	\$1.09 per hcf								
43 20-year interest	\$3,454,671.89	avg. interest/year	\$172,733.59	\$0.44 per hcf								

Loan Principal payback begins over 20 years. Rate below includes P&I on total loan after FY 2035-36.



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

From: *Fariborz Heydari, P.E., District Engineer*

Subject: *Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services with Freyer & Laureta, Inc. for \$25,000 for the FERRF Pump Station Replacement Project No. 1776.0 Feasibility Report*

Background

Flow Equalization and Resource Recovery Facility Pump Station (FERRF) has reached its useful life. Electrical equipment shows signs of aging and deterioration. The three pumps, valves, and piping appeared to be corroded. Additionally, exposed aggregate was observed on the wet well walls, indicating potential hydrogen sulfide corrosion of the concrete.



FERRF Pump Discharge Valves

The FERRF pump station consists of a wet well and valve box with three 60 horsepower (hp) pumps, 14-inch diameter pump discharges, and 30" and 24" isolation valves that determine the direction of flow to and from the station. Additionally, there is an adjacent metal building that houses the electrical and control systems.



FERRF Pump Station

The FERRF serves as repository for flows that exceed the capacity of the Menlo Pump Station and the downstream system, storing these peak flows in lined basins until they can be pumped back into the collection system by the FERRF pump station.

The FERRF storage ponds include an existing pump station that is used to return flows to the Menlo Pump Station (MPS). Silicon Valley Clean Water has the ability to divert flow from the MPS to the emergency storage basins during peak flow periods, or during maintenance of the MPS and its associated force main.

Engineering staff reached out to Freyer & Laureta (F&L) and requested a proposal to perform survey and design services for the FERRF Pump Station Replacement Project No. 1776.0.

The Scope of Work for this project includes:

- Replacement of the 3 pumps with 2 lower volume pumps.
- Replace discharge piping and valves.
- Recoat existing piping.
- New variable Frequency Drives.
- New MCC, incorporating controllers for existing aerators.
- New SCADA to communicate with SVCW's SCADA system.

- Coat the existing wet well.
- Clean and recoat metal building.

On March 11, 2026, staff presented the proposal from F&L for \$204,115 for the FERRF Pump Station Replacement Project No. 1776.0, but the Board requested staff to bring back this item to the Board for approval of a Feasibility Report not to exceed \$25K to only identify the necessary improvements which are absolutely needed for the FERRF pump station to be able to function for the purpose needed.

Engineering staff reached out to Freyer & Laureta (F&L) and requested a revised proposal to perform a feasibility report.

Analysis

The Proposed Tasks for the Agreement with Freyer and Laureta, Inc. (F&L) for the Feasibility Report include:

Task 1 – Project Management and Coordination

- F&L will provide Project Management/Coordination with the District and SVCW, QA/QC, and monitor project schedule and budget.
- F&L will attend two meetings.

Task 2 – Feasibility Report Preparation

- A Feasibility Report will be prepared that present options to replace only items that are essential to be replaced at the FERRF Pump Station. We anticipate preparing three options for the District's consideration.
- Prepare Anticipated Cost Schedule for improvements options. Cost Schedules will be included in the Feasibility Report.
- Draft and Final Reports will be submitted to the District.
- Perform site visits necessary to prepare Feasibility Report.

We anticipate F&L to submit Feasibility Study Draft Report by April 30, 2026, and the Feasibility Study Final Report by June 1, 2026.

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2025-2026 has an approved budget of \$142,000 for this project. The total fee for the feasibility report is \$25K. After executing this agreement, the remaining balance would be \$117,000.

Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design and Construction Services with Freyer and Lureta, Inc. for \$25,000 for the FERRF Pump Station Replacement Project No. 1776.0 Feasibility Report.

Attachment: F&L Proposal Dated March 12, 2026
Agreement For Professional Services

March 12, 2026

Mr. Fariborz Heydari, P.E.
District Engineer
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025

**RE: PROPOSAL - FERRF PUMP STATION REPLACEMENT PROJECT
FEASIBILITY REPORT**

Dear Mr. Heydari,

Freyer & Laureta, Inc. (F&L) is pleased to submit this proposal to prepare a Feasibility Report for the Flow Equalization and Resource Recovery Facility (FERRF) Pump Station replacement. Thank you very much for this opportunity.

Project Understanding

The FERRF pump station is nearing the end of useful life and is in need of replacement. The pump station consists of a wet well and valve box with three 60 horsepower (hp) pumps, 14-inch diameter pump discharges, and 30" and 24" isolation valves that determine the direction of flow to and from the station. Additionally, there is an adjacent metal building that houses the electrical and control systems.

The three pumps, valves, and piping need replacement. Electrical equipment shows signs of age and deterioration and are in need of replacement. Additionally, aggregate is exposed on wet well walls, indicating potential hydrogen sulfide corrosion of the concrete and need of rehabilitation.

The District wishes to maintain the operational and emergency flexibility provided by the FERRF. We understand the District wishes the following improvements:

- Replacement of the 3 pumps with 2 lower volume pumps.
- Replace discharge piping and valves.
- Recoat existing piping.
- New Variable Frequency Drives.
- New MCC, incorporating controllers for existing aerators.
- New SCADA to communicate with SVCW's SCADA system.
- Coat the existing wet well.
- Clean and recoat metal building.

We understand this project will be phased, with the first phase including a Feasibility Report to present options to replace only items that are essential to be replaced. We propose the following Scope of Services for this first phase.

Headquarters

150 Executive Park Blvd, Ste 4200
San Francisco, CA 94134
(415) 534-7070

North Bay Office

505 San Marin Dr, Ste A220
Novato, CA 94945
(415) 534-7070

East Bay Office

1101 Marina Village Pkwy, Ste 104
Alameda, CA 94501
(510) 937-2310

South Bay Office

20863 Stevens Creek Blvd, Ste 400
Cupertino, CA 95014
(408) 516-1090



Scope of Services

Task 1: Project Management and Coordination

- F&L will provide Project Management/Coordination with the District and SVCW, QA/QC, and monitor project schedule and budget.
- F&L will attend two meetings.

Task 2: Feasibility Report Preparation

- A Feasibility Report will be prepared that present options to replace only items that are essential to be replaced at the FERRF Pump Station. We anticipate preparing three options for District consideration.
- Prepare Anticipated Cost Schedules for improvement options. Cost Schedules will be included in the Feasibility Report.
- Draft and Final Reports will be submitted to the District.
- Perform site visits necessary to prepare Feasibility Report.

Project Schedule

Below is our project schedule.

- Start work March 30, 2026
- Submit Feasibility Study Draft Report: April 30, 2026
- Submit Feasibility Study Final Report: June 1, 2026

Proposed Fee Schedule

All work will be on a lump sum basis, not to be exceed \$25,000 without authorization.

Thank you for the opportunity to provide you with this proposal. We look forward to continued collaboration with you and this project. Please call us at (415) 534-7070 with any questions regarding our proposal.

Very truly yours,

FREYER & LAURETA, INC.

Richard J. Laureta, P.E.
President

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN WEST BAY
SANITARY DISTRICT AND
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 25th day of March, 2026, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT FERRF PUMP STATION REPLACEMENT PROJECT 1776.0 IMPROVEMENT FEASIBILITY REPORT SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design and construction support for feasibility report for the replacement of the FERRF Pump Station.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either March 25, 2027 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of March 25, 2027 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$25,000.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively,

“Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL

policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on

insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions,

Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor

Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:
 West Bay Sanitary District
 Sergio Ramirez
 500 Laurel Street
 Menlo Park, Ca 94025
sramirez@westbaysanitary.org
 (650) 321-0384

To CONSULTANT:
 Freyer & Laureta, Inc.
 Richard J. Laureta
 150 Executive Park Blvd, Ste 4200
 San Francisco, CA 94134
laureta@freyerlaureta.com
 (415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: _____
Sergio Ramirez, General Manager

By: _____
Richard J. Laureta, President

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel

**EXHIBIT
“A”
SCOPE
OF
WORK**

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have the opportunity to provide direction to staff and legal counsel.

Recycled Water Facility Production Data:

2026	Processed	Delivered
January	5.2MG	143K
February	4.2MG	55.6K

2025	Processed	Delivered
January	5.3MG	663K gallons
February	5MG	532K
March	7.2MG	2.4MG
April	9.1MG	5.8MG
May	8.6MG	8.1MG
June	9.6MG	9MG
July	10.3MG	8.8MG
August	10MG	8.4MG
September	10.6MG	7.4MG
October	7.9MG	2.4MG
November	6.5MG	568K
December	5.7MG	58K

2024	Processed	Delivered
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG
June	10.7MG	9.9MG
July	11.3MG	9.9MG
August	10.7MG	9.3MG
September	7.8MG	7MG
October	8.8MG	5.4MG
November	4.6MG	530K
December	5.3MG	82K

2023	Processed	Delivered
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)
September	8.4MG	4MG (+ 1.04 MG Dust Control)
October	9.6MG	7.4MG
November	7.7MG	3.7MG
December	7.4MG	970K

2022	Processed	Delivered
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG
June	9.8MG	8.7MG
July	9.6MG	8.1MG
August	9.2MG	8.1MG
September	8.6MG	6.7MG
October	7.9MG	4.6MG
November	5.9MG	310,000 gallons
December	5.4MG	154,690 gallons

2021	Total Processed	Total Delivered
Yearly Total	88.2MG	56.26MG (*) (**)
2020	Total Processed	Total Delivered
August-Dec.	34.1MG	19.75MG

* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

** Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To:*Board of Directors*

From:*Sergio Ramirez, General Manager*

Subject:*Discussion and Direction on the Bayfront Recycled Water Project
and Status Update*

A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have the opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Report and Discussion on RethinkWaste (SBWMA)

The District's representative to RethinkWaste (SBWMA) President Fran Dehn, will report on any pertinent items regarding RethinkWaste (SBWMA) business.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, General Manager

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW)
Plant**

The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

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