



PINOLE/HERCULES WASTEWATER SUBCOMMITTEE AGENDA



MAY 25, 2021

**VIA ZOOM TELECONFERENCE
9:00A.M.**

DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS MEETING IS BEING HELD PURSUANT TO AUTHORIZATION FROM GOVERNOR NEWSOM'S EXECUTIVE ORDERS – CITY COUNCIL AND COMMISSION MEETINGS ARE NO LONGER OPEN TO IN-PERSON ATTENDANCE.

SUBMIT PUBLIC COMMENTS TO DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER BEFORE OR DURING THE MEETING VIA EMAIL

tmiller@ci.pinoles.ca.us

Comments received before the close of the public comment period for that item will be read into the record and limited to 3 minutes. Please include your full name, city of residence and agenda item you are commenting on. Any comments received after the close of the public comment period will be distributed to Committee Members and relevant Staff after the meeting and filed with the agenda packet.

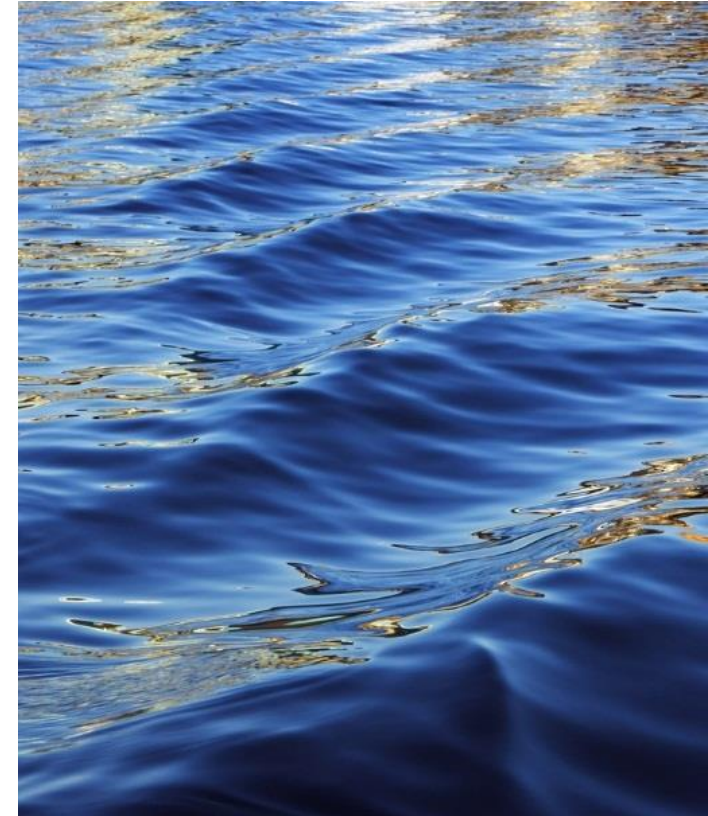
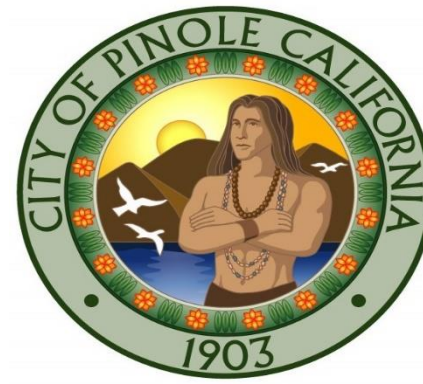
- 1. CALL TO ORDER-PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. CITIZENS TO BE HEARD-FOR ITEMS NOT ON THE AGENDA**
- 4. OPERATOR'S REPORT**
- 5. NEW CONNECTIONS**
 - a. PINOLE (VERBAL)**
 - b. HERCULES (VERBAL)**
- 6. ESCROW LETTER OF UNDERSTANDING**
- 7. 21/22 BUDGET FOR FUND 500 UNIT 641**
- 8. ANNOUNCE RETIREMENT OF TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER**
- 9. ADJOURN TO THE REGULAR SUBCOMMITTEE MEETING IN PINOLE ON SEPTEMBER 2, 2021 AT 8:30 AM.**

PINOLE-HERCULES WASTEWATER SUBCOMMITTEE

OPERATIONS REPORT

MAY 25, 2021

Josh Binder, Plant Manager



Topics will include:

1. Gravity Thickener Repair
2. Staffing Challenges
3. Upcoming Projects
4. Monthly Flow Data
5. Monthly Performance Indicators

Gravity Thickener Repair

BEFORE



AFTER



Staffing Challenges

- Operator Turnover
- Inadequate Maintenance Staffing Level
- Upcoming Retirements

Upcoming Projects

- Diesel Storage Tank Replacement
- Digester Cleaning (2)
- Effluent Pipe Air Relief Valve Replacements (4)

Monthly Flow Data

HERCULES Flow - February 2021			Gallons	HERCULES Flow - March 2021			Gallons	HERCULES Flow - April 2021			Gallons
Minimum	1.49		1,490,000	Minimum	1.33		1,330,000	Minimum	1.34		1,340,000
Average	1.57		1,571,000	Average	1.48		1,483,000	Average	1.43		1,430,000
Maximum	1.66		1,660,000	Maximum	1.79		1,790,000	Maximum	1.48		1,480,000
Total	43.98		43,980,000	Total	45.97		45,970,000	Total	42.86		42,860,000
PINOLE Flow - February 2021			Gallons	PINOLE Flow - March 2021			Gallons	PINOLE Flow - April 2021			Gallons
Minimum	1.22		1,220,000	Minimum	1.34		1,340,000	Minimum	1.27		1,270,000
Average	1.51		1,505,000	Average	1.44		1,441,000	Average	1.32		1,320,000
Maximum	1.71		1,710,000	Maximum	1.52		1,520,000	Maximum	1.40		1,400,000
Total	42.15		42,150,000	Total	44.67		44,670,000	Total	39.81		39,810,000

Monthly Performance Indicators

FEBRUARY 2021 PERFORMANCE INDICATORS

PARAMETER	UNIT	MONTHLY EFF LIMIT	INFLUENT AVERAGE	EFFLUENT AVERAGE	% REMOVAL
cBOD	mg/L	25	237	6.99	97
TSS	mg/L	30	352	12.4	96.5
Coliform	MPN	240	N/A	N/A	N/A
Enterococcus	MPN	35	N/A	7.7	N/A
Ammonia	mg/L	110	N/A	37	N/A

March 2021 PERFORMANCE INDICATORS

PARAMETER	UNIT	MONTHLY EFF LIMIT	INFLUENT AVERAGE	EFFLUENT AVERAGE	% REMOVAL
cBOD	mg/L	25	230	5.91	97.5
TSS	mg/L	30	358	7.6	98
Coliform	MPN	240	N/A	N/A	N/A
Enterococcus	MPN	35	N/A	1.75	N/A
Ammonia	mg/L	110	N/A	32	N/A

April 2021 PERFORMANCE INDICATORS

PARAMETER	UNIT	MONTHLY EFF LIMIT	INFLUENT AVERAGE	EFFLUENT AVERAGE	% REMOVAL
cBOD	mg/L	25	249	5.5	98
TSS	mg/L	30	331	5.12	98.5
Coliform	MPN	240	N/A	N/A	N/A
Enterococcus	MPN	35	N/A	1.66	N/A
Ammonia	mg/L	110	N/A	33	N/A



DATE: MAY 25, 2021

TO: WASTEWATER SUBCOMMITTEE CHAIR AND MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

SUBJECT: ESCROW LETTER OF UNDERSTANDING FOR PH WPCP UPGRADE PROJECT

RECOMMENDATION

Review the Letter of Understanding between the Cities of Pinole and Hercules, regarding allocation of remaining Water Pollution Control Plant upgrade project costs, disbursement of the assets from the project escrow account, and closure of the escrow account, and recommend approval to the City Councils.

DISCUSSION

The Pinole-Hercules Water Pollution Control Plant (WPCP) was constructed in 1956 to treat wastewater generated by the residents and businesses of Pinole. In 1971, the Cities of Pinole and Hercules entered into a joint use agreement, which included expansion and upgrades to the WPCP, in order to also treat wastewater effluent from residents and businesses of Hercules. Pinole and Hercules each have an undivided 50% ownership interest off the treatment facilities while the City of Pinole owns the property, and the plant is operated, maintained, and administered by Pinole, pursuant to a 2001 joint powers agreement between the cities.

The cities have equally shared the costs of a recent project to upgrade the plant. The cities entered into a Fiscal Agent Agreement for Improvement of the Pinole Hercules Water Pollution Control Plant in order to set forth the basis for sharing costs, administering the payments for the project to contractors, and ensuring sufficient cash flow for the project. Under the fiscal agreement, the cities established an escrow account in which each city was required to maintain a certain minimum balance.

There are just a few foreseeable remaining costs that will be incurred related to the project, namely renovation of Tennent Avenue to account for its degradation by construction traffic to the plant, some tree replanting, and legal fees related to a third party related claim and

litigation. These costs are expected to be significantly less than the balances that the cities are required to maintain in the escrow account. So that the cities can make other uses of those funds, and to avoid maintenance costs related to the escrow account, the cities would like to agree on the amount to be paid for the remaining costs, disburse those funds from the escrow account, disburse the excess funds in the escrow account, and close the escrow account.

The staffs of both cities have discussed the most efficient manner in which to accomplish the objectives noted above, and are recommending that both cities execute a Letter of Understanding (attached) that would require the following:

- Both cities will direct the escrow agent to disburse \$86,430 (for road repaving) plus \$3,600 (for tree replanting) from Hercules' account to Pinole, and both parties agree that this will satisfy Hercules' obligation to pay for its share of these remaining project costs related to the upgrade project;
- Both cities will instruct the escrow agent to disburse to each city all remaining funds in the cities' respective accounts, after deducting any remaining fees due to the escrow agent, and close the escrow account; and
- That Hercules will pay for half of the net cost of pursuing the claim against PG&E resulting from PG&E's delays in providing contracted utility services for the upgrade to the Pinole-Hercules Water Pollution Control Plant, and that Hercules will be entitled to half of the net proceeds in the event of an award.

After review of the Letter of Understanding by the Wastewater Subcommittee, the staffs intend to present the Letter of Understanding to the cities' City Councils for consideration.

LETTER OF UNDERSTANDING

This Letter of Understanding ("LOU") is entered into this ____ day of _____, 2021, by and between the CITY OF PINOLE, a municipal corporation ("**Pinole**,"), and the CITY OF HERCULES, a municipal corporation ("**Hercules**"), jointly referred to in this LOU as the "**Parties**."

WHEREAS, the Pinole-Hercules Water Pollution Control Plant (the "**WPCP**") is located along the shoreline of San Pablo Bay at 11 Tennent Avenue within the city limits of Pinole; and

WHEREAS, the WPCP was constructed in 1956 to treat wastewater generated only by Pinole; and

WHEREAS, in 1971, the Cities of Pinole and Hercules entered into a joint use agreement, which included expansion and upgrades to the WPCP to treat wastewater effluent from Hercules; and

WHEREAS, the operating permit with the California Regional Water Quality Control Board (RWQCB) is in the name of Pinole; and

WHEREAS, Pinole and Hercules each have an undivided fifty percent (50%) ownership interest in the plant and the plant is operated, maintained and administered by Pinole, pursuant to a 2001 joint powers agreement with Hercules (the "**Wastewater Agreement**"); and

WHEREAS, in response to the need to upgrade wastewater treatment infrastructure, Pinole and Hercules began preparation of a preliminary design for the WPCP to identify the treatment and conveyance upgrades needed to meet the National Pollutant Discharge Elimination System ("NPDES") permit requirements for a redesigned Project; and

WHEREAS, the Wastewater Agreement between Pinole and Hercules requires each Party to share equally in the costs of the Project; and

WHEREAS, in order to finance their respective shares of the upgrade Project, Pinole and Hercules each obtained separate loans from the Clean Water State Revolving Fund ("**CWSRF**") program from the United States Environmental Protection Agency, which is administered by the State of California; and

WHEREAS, in February 2015, the Parties entered into a Fiscal Agent Agreement for Improvement of the Pinole Hercules Water Pollution Control Plant ("Fiscal Agreement", copy attached) in order to set forth the basis for sharing costs, administering the payments for the Project to contractor(s), and ensuring sufficient cash flow for the Project given the CWSRF funding requirements and the construction schedule for the Project; and

WHEREAS, it is the desire and intent of the Parties to enter into this LOU to set forth the understanding of the Parties in regards to the disbursement of all remaining funds in the Escrow Account established by the Fiscal Agreement, the disbursement of funds required to complete the Tennant Avenue road re-pavement and tree replanting, and the payment of legal fees related to contractor related claims and litigation.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Both cities will direct the escrow agent to disburse \$86,430 (for road repaving) plus \$3,600 (for tree replanting) from Hercules' account to Pinole, and both parties agree that this will satisfy Hercules' obligation to pay for its share of these remaining project costs related to the upgrade project;
2. Both cities will instruct the escrow agent to disburse to each city all remaining funds in the cities' respective accounts, after deducting any remaining fees due to the escrow agent, and close the escrow account; and
3. That Hercules will pay for half of the net cost of pursuing the claim against PG&E resulting from PG&E's delays in providing contracted utility services for the upgrade to the Pinole-Hercules Water Pollution Control Plant, and that Hercules will be entitled to half of the net proceeds in the event of an award.

Entire Agreement. This LOU, together with the documents referenced herein, constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous written or oral agreements with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this LOU to be executed by their duly authorized representatives the day and year first above written.

City of Pinole

City of Hercules

By: _____
Andrew Murray, City Manager

By: _____
Steven Falk, City Manager

Date: _____

Date: _____

SEWER ENTERPRISE FUND - 500
SEWER TREATMENT PLANT - 641

EXPENDITURE SUMMARY

	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Revised Budget	FY 2021/22 Proposed Budget	Proposed to Revised \$ Change	Proposed to Revised % Change
Personnel							
Salaries & Wages - 401	712,739	748,925	544,854	908,281	978,228	69,947	7%
Overtime - 402	44,736	27,046	29,226	66,000	38,655	(27,345)	-71%
Employee Benefits - 410	560,614	764,025	368,664	536,077	536,183	106	0%
Total Personnel	1,318,089	1,539,996	942,743	1,510,358	1,553,066	42,708	3%
Services and Supplies							
Professional & Administrative Services - 42	191,274	189,211	179,934	391,675	507,000	115,325	23%
Other Operating Expenses - 43	684,398	672,785	477,582	630,000	630,000	-	0%
Materials & Supplies - 44	879,254	776,528	510,260	1,213,000	1,119,000	(94,000)	-8%
Total Services and Supplies	1,754,926	1,638,524	1,167,776	2,234,675	2,256,000	21,325	1%
Capital Outlay							
Asset Acquisition/Improvement - 47*	14,829	-	-	748,199	869,169	120,970	14%
Total Capital Outlay	14,829	-	-	748,199	869,169	120,970	14%
Indirect Cost Allocations							
Administrative Debits - 46122	270,865	303,146	200,455	307,728	333,605	25,877	8%
IS Charges - 46124	30,429	30,052	20,461	37,686	46,799	9,113	19%
Legal Charges - 46126	-	980	918	15,000	15,000	-	0%
General Liability Insurance - 46201	26	45,532	48,112	50,280	50,356	76	0%
Total Indirect Cost Allocations	301,320	379,709	269,946	410,694	445,760	35,066	8%
Depreciation							
Depreciation Expense - 47401	414,109	421,590	371,141	340,000	340,000	-	0%
Total Depreciation	414,109	421,590	371,141	340,000	340,000	-	0%
Total	3,803,273	3,979,819	2,751,606	5,243,926	5,463,995	220,069	4%

*See CIP

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2020-21	FY 2021-22
42101 Professional Services		\$ 73,675	\$ 65,000
Engineering contract services	\$ 40,000		
PCTV quarterly subcommittee meeting	5,000		
Railroad Ave. bridge right of way study	20,000		
42107 Equipment Maintenance		\$ 220,000	\$ 260,000
Equipment parts and supplies	\$ 130,000		
Equipment service	130,000		
42108 Maintenance Structure/Imp		\$ 50,000	\$ 78,000
Janitorial services	\$ 10,000		
Various structure refurbishment	68,000		
42109 Compliance Inspections		\$ 15,000	\$ 62,000
Laboratory supplies and safety equipment	\$ 5,000		
Public outreach materials	5,000		
Sampling analysis	5,000		
Species sensitivity screening	47,000		
42201 Office Expense		\$ 5,000	\$ 5,000
Miscellaneous office supplies	\$ 5,000		
4230X Travel and Training		\$ 7,000	\$ 7,000
42301 State Certified operators training	\$ 6,000		
42302 Mileage, Air	1,000		
42401 Memberships		\$ 20,000	\$ 20,000
Bay Area Clean Water Assoc.(BACWA)	\$ 12,000		
Joint CWEA/WEF membership	4,000		
Technical publications	4,000		
42510 Software Purchase		\$ -	\$ -
	\$ -		
42511 Equipment Rental		\$ 1,000	\$ 10,000
	\$ 10,000		
Total Professional/Administrative Services			\$ 507,000
4310X Utilities		\$ 630,000	\$ 630,000
PG&E	\$ 620,000		
EBMUD	10,000		
Total Other Operating Expenses			\$ 630,000

44301 Fuel		\$ 10,000	\$ 10,000
44302 Sludge Removal		\$ 235,000	\$ 300,000
Digester Cleaning	\$ 300,000		
44303 Chemicals		\$ 750,000	\$ 575,000
Chemicals for Plant Operations	\$ 575,000		
44304 Permit Fees		\$ 113,000	\$ 129,000
BAAQMD	\$ 16,000		
BACQA	16,000		
NPDES permit fee renewal	75,000		
Regional Monitoring of Metals (SFEI)	22,000		
44305 Laboratory Operations		\$ 85,000	\$ 85,000
Accelerated Chronic Toxicity Testing	\$ 15,000		
Laboratory supplies	70,000		
44410 Safety Clothing		\$ 20,000	\$ 20,000
Laundry service for uniforms, safety shoes/boots, gloves, etc.	\$ 20,000		
Total Materials and Supplies			\$ 1,119,000
47101 Equipment		\$ 340,000	\$ 340,000
Depreciation- Pinole only	\$ 340,000		
47104 Vehicles		\$ 548,199	\$ 200,000
Forklift	\$ 75,000		
Portable self priming pump	125,000		
47201 Improvements/Building		\$ 200,000	\$ 400,000
Replace air relief valves on effluent pipeline	50,000		
Secondary clarifier #5 Column Repair	350,000		



November 16, 2017

Tamara Miller, P.E.
City Engineer
City of Pinole | Development Services Department
2131 Pear Street
Pinole, CA 94564

Subject: Water Pollution Control Plant Projected Staffing

Dear Tamara,

The following is our response to the city's request for input regarding staffing demands to operate and maintain the Pinole-Hercules WPCP after the upgrade project completion in Fall of 2018.

Based on the plant's treatment capacity and processes, and input from our HDR internal Operation Specialist (California Certified Grade V WWTP operator) we believe that an eight person workforce may be adequate to operate and maintain the plant. The eight person workforce would include: 1 supervisor, 5 operators and 2 maintenance workers.

This assessment was performed without a thorough investigation, therefore the provided response shall be considered as a preliminary "rough" estimate.

If the city desires to perform a more detailed staffing analysis, HDR can provide this service. We estimate it would take approximately 40 hours to complete this effort and provide the City with a report.

Please let me know if you have any questions.

Sincerely,

Craig Olson, P.E., Project Manager

cc: Mike Roberts, City of Hercules | Engineering, Public Works, City Engineer
Arashdeep Singh, HDR