



**CASTROVILLE
COMMUNITY
SERVICES DISTRICT**

P.O. BOX 1065
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CASTROVILLE, CA 95012
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President – James R. Cochran
Vice President – Glenn Oania
Director – Cosme Padilla
Director – Ron Stefani
Director – Adriana Melgoza

General Manager – Eric Tynan
Board Secretary – Lidia Santos

Website: CastrovilleCSD.org

**AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
TUESDAY, OCTOBER 18, 2022 – 4:30 P.M.
DISTRICT BOARD ROOM – 11499 GEIL STREET**

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact Lidia Santos, Board Secretary during regular business hours at (831) 633-2560. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS OR CORRECTIONS TO THE AGENDA

PUBLIC COMMENTS – (Limited to three minutes per speaker within the jurisdiction of items not on the agenda. Public will have the opportunity to ask questions or make statements as the Board addresses each agenda item.)

CONSENT CALENDAR:

1. Approve the Draft Minutes of the Regular Board Meeting, September 20, 2022 – **motion item**

CORRESPONDENCE:

1. Letter from General Manager Brent Buche, PE, Monterey County Water Resources Agency to Darcie L. Houck, Assigned Commissioner, California Public Utilities Commission regarding California American Water Company's Application 21-11-024.

CASTROVILLE COMMUNITY SERVICES DISTRICT

2. Letter from Ian Crooks, California American Water to Tom Luster, California Coastal Commission regarding Monterey Peninsula Water Supply Project, CDP Application No. 9-20-0603 & Appeal No. A-3-MRA-19-0035: Potential Slant Well Network Phasing

INFORMATIONAL ITEMS:

1. Press Release: California American Water Announces Phasing for Monterey Peninsula Water Supply Project

PRESENTATION:

1. None

NEW BUSINESS:

1. Resolution No. 22-15 Resolution of the Board of Directors of the Castroville Community Services District Continuing Board of Directors Authority to Hold Virtual Meetings Pursuant to AB 361— **motion item**
2. Resolution No. 22-16 Resolution of the Board of Directors of the Castroville Community Services District (CCSD) Authorizing A Designee of the CCSD to Negotiate and Execute a Funding Agreement and any Amendments or Change Order Thereto, and to Certify Funding Disbursement on behalf of the CCSD with the California Department of Water Resources, Sponsoring Round 4 Funding of the Water Desalination Grant Program; Project Title Well #3 Desalination Pilot Project – **motion item**
3. Consider approving agreement for the Adjustment of Manhole and Valve Covers “Agreement” for the Merritt Street Improvement Project between State of California Department of Transportation and Castroville Community Services District – **motion item**
4. Resolution No. 22-17 Authorizing A Representative to Execute the Grant Deed and Paperwork for a Portion of APN: 133-491-021, 11380 Commercial Parkway – **motion item**

UNFINISHED BUSINESS:

1. Approve Mutual Assistance Agreement between Marina Coast Water District, a public agency (the “MCWD”), and the Castroville Community Services District, a public agency (the “District”) – **motion item**
2. Resolution No. 2022-14, Engaging Signs By Van for the Design, Fabrication, and Installation of the Castroville Landmark Sign – **motion item**
3. Update on Well levels – Eric Tynan, General Manager
4. Update on Asset Management and Maintenance Project (Castroville North Water Service Project) – Eric Tynan, General Manager
5. Update on status of grants/projects for Moss Landing-Sewer Zone 3 (Professional Engineering Services for **Moss Landing Wastewater System Rehabilitation Project**) land acquisition for Lift Station 1, Castroville-Sewer Zone 1 (**Washington Sewer Trunk Line Bypass**), Castroville-Water Zone 1 (**Emergency Deep Aquifer Supply and Storage Tank Project, Well No. 6**) for system upgrades and improvements and **Castroville Overhead Sign at Highway 183** – Eric Tynan, General Manager
6. Update on Monterey One Water lateral repair consideration for Cypress Alley – Eric Tynan, General Manager

BOARD OF DIRECTORS COMMUNICATION: When needed, this time is reserved for the Board of Directors to communicate activity, educational classes, and/or Committee reports.

1. Update on Monterey One Water board meeting – Ron Stefani, Director and Eric Tynan, General Manager

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CASTROVILLE COMMUNITY SERVICES DISTRICT

2. Update on the Salinas Valley Basin Groundwater Sustainability Agency – Ron Stefani, Director
3. Update on other meetings/educational classes attended by Castroville CSD Directors- ACWA Region 5 Program and Tour-Developments in Monterey County Water Management, October 6, 2002 Tour Event Date and October 7, 2022 Program Event Date, Monterey, CA (**Directors Stefani and Padilla**)

GENERAL OPERATIONS:

1. **General Manager's Report** – Compliance Update, Current Projects Update, Seminars Update, Staff Update, Suggestive Projects Discussions
2. **Operation's Report**
 - a) Water – Pumpage & Usage Update, Water Testing Update, Current Installation
 - b) Status Update, Current Contractor Work Update, Maintenance/Repair Update, Customer Service Update, Safety Issues
 - c) Sewer & Storm Drain – Jetting, Current Installation Status Update, Current Contractor Work Update, Maintenance/Repair Update, Customer Service Update, Safety Issues
3. **Customer/Billing Reports** – A/R Update, Water Sales, Water Usage
4. **Financial Reports** – Treasures Report-L.A.I.F., Quarterly Financial Statements**Internal Report** and Administration Update

CHECK REGISTER – Receive and file the Check Register for the month of September 2022 – motion item

ITEMS FOR NEXT MONTHS AGENDA: Tuesday, October 18, 2022 at 4:30 p.m.

CLOSE:

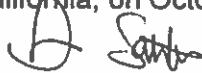
Adjournment to the next regular scheduled Board Meeting – motion item

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 11499 Geil Street, Castroville, California.

Certification of Posting

I certify that on October 14, 2022, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of the Castroville Community Services District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2).

Executed at Castroville, California, on October 14, 2022.



Lidia Santos, Board Secretary

THE OFFICIAL MINUTES OF THE REGULAR BOARD MEETING OF
CASTROVILLE COMMUNITY SERVICES DISTRICT
September 20, 2022

Director Ron Stefani called the meeting to order at 4:32 p.m.

ROLL CALL:

Directors Present: Director Cosme Padilla, Director Adriana Melgoza and Director Ron Stefani

Absent: President James Cochran and Vice President Glenn Oania

General Manager: Eric Tynan

Secretary to the Board: Lidia Santos

Staff Present:

Guest: Jeremy Vanderkraats

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Director Ron Stefani.

General Manager Eric Tynan reported to the Board that he is requesting this addition to the agenda as he has received a time sensitive proposal from MNS Engineers to provide grant writing services in conjunction with the California Department of Water Resources Water Desalination Grant (WDG) Program to secure WDG funding to implement a Design Pilot project at Well No. 3. A motion is made by Adriana Melgoza and seconded by Cosme Padilla to add this item under new business, item 4 as a motion item instead of a discussion as it is time sensitive. The motion carried by the following roll call votes:

AYES:	3	Directors:	Stefani, Padilla, and Melgoza
NOES:	0	Directors:	
ABSENT/NOT PARTICIPATING:	2	Directors:	Oania and Cochran

PUBLIC COMMENTS

1. None

CONSENT CALENDAR

1. A motion was made by Adriana Melgoza and seconded by Cosme Padilla to approve the minutes of the August 16, 2022 Regularly Scheduled Board Meeting. The motion carried by the following roll call votes:

AYES:	3	Directors:	Stefani, Padilla, and Melgoza
NOES:	0	Directors:	
ABSENT/NOT PARTICIPATING:	2	Directors:	Oania and Cochran

Consent Calendar accepted as presented

CORRESPONDENCE:

1. Letter from Monterey County Board of Supervisors to General Manager Eric Tynan regarding invitation to speak at Regional Water Forum, September 20, 2022, 1:30 p.m.
2. Letter from Coalition of Peninsula Businesses to Californian American Water Company regarding Monterey Peninsula Water Supply Project California Coastal Commission application.

Correspondence Calendar accepted as presented

INFORMATIONAL ITEMS:

1. October 3rd, 2022, 3:00-5:00 p.m., Public Workshop: Preliminary Findings of the Deep Aquifers Study

Informational items accepted as presented

PRESENTATIONS:

1. None

NEW BUSINESS:

1. Resolution No. 22-12 Resolution of the Board of Directors of the Castroville Community Services District Continuing Board of Directors Authority to Hold Virtual Meetings Pursuant to AB 361– After some discussion, a motion is made by Cosme Padilla and seconded by Adriana Melgoza to approve Resolution No. 22-12 Resolution of the Board of Directors of the Castroville Community Services District Continuing Board of Directors Authority to Hold Virtual Meetings Pursuant to AB 361. The motion carried by the following roll call votes:

AYES: 3 Directors: Stefani, Padilla, and Melgoza
NOES: 0 Directors:
ABSENT/NOT
PARTICIPATING: 2 Directors: Oania and Cochran

2. Johnson & Company change order (extra work) approval in the amount of \$23,265.31 for additional work on laterals and saddles for the Castroville North Services Replacement Project and, contract billed to date \$69,894.00 out of \$117,750 – General Manager Eric Tynan reported to the Board that the progress billing invoice for this project submitted by Johnson & Company can be viewed on pages 14-15 of this board packet. The contractor has been doing a great job and had to also replace many deteriorated water laterals, which resulted in extra work not included in the contract. General Manager Eric Tynan recommended the board approve the progress billing invoice. A motion is made by Adriana Melgoza and seconded by Cosme Padilla to approve and pay the contract amount to date of \$69,891.00 and the extra work of \$23,265.31 for a total of \$93,156.31 to Johnson & Company. The motion carried by the following roll call votes:

AYES: 3 Directors: Stefani, Padilla, and Melgoza
NOES: 0 Directors:
ABSENT/NOT
PARTICIPATING: 2 Directors: Oania and Cochran

3. Discuss State of California Department of Transportation (Caltrans) proposed conflict with Castroville CSD assets located in Caltrans right of way on Highway 183/Merritt Street – General Manager Eric Tynan let the Board know that there may be a conflict with Caltrans and CCSD assets that are located in Caltrans right of way on Highway 183/Merritt Street and is not sure who will be responsible for the cost to relocate them if necessary. He will discuss with Caltrans further and report back to the Board on this matter.
4. Discuss feasibility study for desalter for Well #3 and consider approving a proposal from MNS Engineers to provide grant writing services in conjunction with the California Department of Water Resources Water Desalination Grant (WDG) Program to secure WDG funding to implement a Design Pilot project at Well No. 3. – General Manager Eric Tynan provided the Board with the proposal from MNS Engineers for the fee proposal for grant writing services to apply with the Department of Water Resources Water Desalination Grant Program not to exceed \$27,498 as the application must be submitted by the 5th of October 2022. However, he is still waiting to hear from Monterey One Water (M1W) to see if they may be willing to accept the chlorides and discharge into the sewer cleanout. He will follow up M1W before the deadline and also check on chlorides discharge levels. A motion is made by Cosme Padilla and seconded by Adriana Melgoza for General Manager Eric Tynan to only approve the proposal from MNS Engineers to provide grant writing services in conjunction with the California Department of Water Resources Water Desalination Grant (WDG) Program to secure WDG funding to implement a Design Pilot project at Well No. 3 pending a cost benefit analysis and report

this information back to the Board. The motion carried by the following roll call votes:

AYES: 3 Directors: Stefani, Padilla, and Melgoza
NOES: 0 Directors:
ABSENT/NOT
PARTICIPATING: 2 Directors: Oania and Cochran

5. Resolution No. 2022-13, Approving a Sole Source Contract with Maggiora Bros. Drilling Inc. for the Replacement of Well #4 Pump (not to exceed \$68,658) – General Manager Eric Tynan reported to the Board that District Legal Counsel Christine Kemp approved the District going this route with this contract as it is justified. The resolution, contract marked Exhibit A and sole source justification document marked Exhibit B can be viewed on pages 20-24 of this board packet. After some discussion, a motion is made by Adriana Melgoza and seconded by Cosme Padilla to approve Resolution No. 2022-13, Approving a Sole Source Contract with Maggiora Bros. Drilling Inc. for the Replacement of Well #4 Pump (not to exceed \$68,658). The motion carried by the following roll call votes:

AYES: 3 Directors: Stefani, Padilla, and Melgoza
NOES: 0 Directors:
ABSENT/NOT
PARTICIPATING: 2 Directors: Oania and Cochran

District Legal Counsel arrived to the meeting at 4:47 p.m.

6. Resolution No. 2022-14, Engaging Signs By Van for the Design, Fabrication, and Installation of the Castroville Landmark Sign – District Legal Counsel Christine Kemp who was present drafted Resolution No. 22-14, attached as Exhibit A the “Caltrans Grant Estimate” and Exhibit B the Sole Source Justification document, which can be viewed on pages 25-29 of this board packet. Per District Legal Counsel Exhibit A the “Caltrans Grant Estimate” is the only approved document from Caltrans for this grant that she is aware of and the original Signs By Van estimate #2482, dated 02/02/2022 in the amount of \$294,720.18 seems to align more with Exhibit A not the second estimate submitted by Signs By Van with the same estimate #2482 and date for \$399,244.59. Mr. Jeremy Vanderkraats with Signs By Van was also present and did not concur with Exhibit A the “Caltrans Grant Estimate” and stated his fees would increase by 30% as cost of materials have increased and Corby with Caltrans is aware. District Legal Counsel Christine Kemp pointed out the Signs By Van estimate of \$399,244.59 does not allocate grant funds for this amount and if his proposal is approved the District would be on the hook for the difference. The Board concurred that the District should not have to be on the hook for fees over the grant approval and all parties involved need to be in agreement and it is apparent that is not the case. A meeting needs to occur with all parties involved (CCSD, Caltrans and Signs By Van) before approving this resolution. For this reason, a motion is made by Cosme Padilla and seconded by Adriana Melgoza to table this item until the next regularly board meeting or a special board meeting if resolved sooner. The motion carried by the following roll call votes:

AYES: 3 Directors: Stefani, Padilla, and Melgoza
NOES: 0 Directors:
ABSENT/NOT
PARTICIPATING: 2 Directors: Oania and Cochran

7. Approve attendance of Directors and General Manager to the ACWA Region 5 Program and Tour-Developments in Monterey County Water Management, October 6, 2022 (correction 2022) Tour Event Date and October 7, 2022 Program Event Date, Monterey, CA – General Manager Eric Tynan mentioned to the Board that he and some of the Board Members are interested in attending this local event. Event information can be viewed on page 30-31 of this board packet. After some

discussion, a motion is made by Adriana Melgoza and seconded by Cosme Padilla to approve the attendance of Directors and General Manager to the ACWA Region 5 Program and Tour-Developments in Monterey County Water Management, October 6, 2022 Tour Event Date and October 7, 2022 Program Event Date, Monterey, CA. The motion carried by the following roll call votes:

AYES:	3	Directors:	Stefani, Padilla, and Melgoza
NOES:	0	Directors:	
ABSENT/NOT PARTICIPATING:	2	Directors:	Oania and Cochran

UNFINISHED BUSINESS:

1. Approve Mutual Assistance Agreement between Marina Coast Water District and Castroville CSD – General Manager Eric Tynan stated the agreement needs further review as CCSD needs to verify it can meet the insurance requirements per section 8 of this agreement. A motion is made by Cosme Padilla and seconded by Adriana Melgoza
2. Update on Well levels – General Manager Eric Tynan reported to the Board that the well levels report can be viewed on page 38 of this board packet. Per the graph, Well levels came up again this month. General Manager Eric Tynan stated well levels rose for the reason that farmers have stopped pumping. Well #3 is not pumping and the motor is not hooked up. He is considering a desalter for Well #3.
3. Update on Asset Management and Maintenance Projects – General Manger Eric Tynan reported to the Board that the action plan prepared by MNS Engineers for these projects can be viewed on pages 39-40 of this board packet. The Castroville North Water Services Project was awarded to J Johnson & Company, Inc, which includes 28 laterals. J Johnson & Company has completed the work on the laterals and as discussed earlier had to do extra work to repair additional laterals and saddles in the amount of \$23,265.31. Most importantly, the contractor is doing a great job. He and Lead Operator Galvez have been working with the contractor to finalize the project. The Water Valve project has been put out to bid. Maggiora Bros. Drilling will be working on the new pump submersible at Well #4, converting from oil to water lubrication. MNS Engineers will assist as needed with the projects listed on the Action Plan report for Asset Management and Maintenance Project.
4. Update on status of grants for Moss Landing-Sewer Zone 3, Castroville-Sewer Zone 1 and Castroville-Water Zone 1 for system upgrades and improvements – General Manager Eric Tynan reported to the Board that a summary of the action plans/description meeting can be viewed as follows: **Moss Landing Sewer (August 29, 2022 Action Plan meeting, pages 41-43)**. MNS is to work with Rincon, which is the subconsultant working on including requirement in environmental documents. The 60% Design plans should be completed by the end of September 2022. MNS has also prepared a construction application following the 60% completion. **The Washington Bypass (August 29, 2022 Action Plan meeting, pages 44-45)**. As mentioned prior months, the State has requested the full application for \$3.5 million projects by mid-July. CCSD just approved the environmental proposal from MNS Engineers for this project. As mentioned previously, since the potholing has been completed as well as 60% of the plans, the District has received all the grant funds of \$61,807 from DWR. The District has applied for a grant for finishing the design and construction, California Housing Community Development, Infill Infrastructure Grant and still waiting to hear on the status of this grant. This grant requires being co-applicant with the Developer. Max grant amount \$8M and applicant would be the County or Developer as Co-applicants. At least 15% must be affordable housing. Acquiring this grant funding will take four to five months and another year or so for construction before the pipeline could be put in place. In addition, State Water Resources Control Board, SRF set aside for small disadvantaged communities, “The Small Community Clean Water Waste Water Funding Program.” MNS is preparing the application as the State has requested the full application for \$3.5 million. The proposal for Professional Engineering and Constructions Management Services-Washington Sewer Trunk Line Bypass Final Design and

Construction (not to exceed \$498,141) is contingent on award of grant to CCSD. **Emergency Deep Aquifer Supply and Storage Tank (August 29, 2022 Action Plan meeting, pages 46-50)**. As previously mentioned, the District still needs to finalize the purchase of the land that is being acquired from adjacent property owner, which should happen soon since a copy of the grant deed has been obtained from the Monterey County Clerk Recorder's Office and a copy provided to the adjacent property owner. The 30% design has been completed as of May 2022. MNS to check back with DWR on the grant and MNS to prepare a Future Grant Application if SCDR is a "no go". Also, potential future activity of a Federal Earmark. District to consider this action after August as potential Plan C. MNS also submitted a grant application on behalf of CCSD for the SCDR grant. However, this grant is first come first serve and there are 55 applicants ahead of CCSD. Still, partial funding is a possibility. **The Overhead Sign at Highway 183 (August 29, 2022 Action Plan meeting, pages 51-52)**. As mentioned previously, the Board approved the draft copy of the Cooperative Agreement and draft copy of the Maintenance Agreement with Caltrans for the Overhead Sign. The State has also requested a traffic control plan and a storm water control plan which was prepared by MNS Engineers and sent to the state for approval. The District is also requesting a construction schedule from Signs by Van. General Manager Eric Tynan will most likely have MNS handling the administration for this project pending board approval. However, General Manager Eric Tynan followed up with District Legal Counsel to sole source this project with Signs by Van although this item was on the agenda, it has been tabled to next month's board meeting or a special board meeting pending approval of the Resolution approving the contract with Signs by Van as there are issues still needing to be resolved. The action plans were put together by Paul Greenway, G7ei Inc. and have provided a timeline on the status of where the grants are. Current grants awarded are the Clean Water Small Communities Planning Grant (\$500,000) with State Waterboards for administration, preliminary engineering report, plans and specs for sewer in Moss Landing, project assigned to MNS Engineers. The IRWM Implementation Grant (\$395,000) is with DWR for the Deep Well (Well #6) and the use will be specified in the DWR/MCRWA agreement. The DAC Involvement Programs amount \$61,807 with DWR is for the design of the Washington Sewer Bypass for Castroville sewer is also assigned to MNS Engineers. Current funding efforts: Moss Landing sewer system improvements, Castroville emergency well replacement, Castroville water supply improvements and Castroville wastewater improvements.

5. Update on Monterey One Water (M1W) lateral repair – General Manager Eric Tynan notified the Board as discussed previously that M1W has continued to follow up with residents to obtain and sign a "License Agreement to Enter Property and Inspect Sewer Lateral" and still have had a few residents not respond to their notice. However, with the assistance of Castroville CSD's Customer Service Representative Lupe Ibarra many residents responded and have signed the consent forms needed by M1W. He is still waiting to hear if M1W staff will consider doing the Private Lateral Rehabilitation Project for CCSD on the conceptual plan, for the Cypress Alley Sewer Realignment Project instead of the other areas discussed in Castroville. M1W will need to get approval from the Central Coast Water Board before moving forward with this project and is still waiting on State funding. The District would fund cost of design and construction of the sewer main and relocation. M1W would fund design and construction costs of the laterals. Timing will be addressed after determination if M1W participates as M1W is waiting on State funding and has also not made a decision if they are willing to use the funding project. The District requested a proposal from MNS for the design fee of the sewer main relocation. The M1W project is part of an enforcement action for M1W by the Central Coast Water Board and M1W needs to move fairly quickly on this project. The budget for the Private Lateral Rehabilitation Project is \$790,000. The Action Plan for the Cypress Alley Sewer Relocation can be viewed on pages 53-54 of this board packet.

CLOSED SESSION: The Board went into closed session at 5.48 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8

Property Location: APN: 413-012-014 (por.) West side of Struve Road, North of Giberson Road, Watsonville, CA

Negotiating Parties: Castroville CSD and Finepro, LLC

Property Owner: Finepro, LLC
Under Negotiation: Property Negotiations

OPENS SESSION: The Board returned to open session at 4:51 p.m.

ANNOUNCEMENT OF CLOSED SESSION ITEM: (if applicable):

The board will reconvene into open session prior to adjournment and shall announce any action taken during the closed session.

General Manager Eric Tynan reported to the Board that he had successful negotiations with the property owner Finepro, LLC and reached an agreement to purchase the land easement for \$10,000 and will move forward with the purchase of the land easement for this parcel. A motion is made by Cosme Padilla and seconded by Adriana Melgoza to approve the purchase of this parcel APN: 413-012-014(por.) West side of Struve Road, North Giberson from property owner Finepro, LLC. The motion carried by the following roll call votes:

AYES:	3	Directors: Stefani, Padilla, and Melgoza
NOES:	0	Directors:
ABSENT/NOT PARTICIPATING:	2	Directors: Oania and Cochran

BOARD OF DIRECTORS COMMUNICATION: When needed, this time is reserved for the Board of Directors to communicate activity, educational classes, and/or Committee reports.

1. Update on Monterey One Water (M1W) board meeting – Director Ron Stefani reported to the Board that the biggest news was that CPUC's voted to approve the Expansion project. Also, M1W has a doddle poll going to consider changing the M1W board meetings to 5:00 p.m. instead of starting at 6:00 p.m.
2. Update on Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) meeting – Director Ron Stefani stated the study for the Deep Aquifer has been revealed and the preliminary finding show that the deep aquifers are not recharging. On October 3, 2022 at 3:00-5:00 p.m. is a Public Workshop to discuss the preliminary findings of the deep aquifers study. As mentioned prior, the state wants the GSA to be the final well permitting authority and Governor Newson issued executive order saying the GSA's approve no new wells. The famers are not taking this well..
3. Update on meetings or educational classes attended by the Directors – None

GENERAL OPERATIONS

1. General Manager's Report – Compliance update, current projects update, meetings/seminars update, staff update, suggestive projects discussions
2. Operation's Report
 - a) Water – Pumpage & Usage Update, Water Testing Update, Current Installation
 - b) Water -Status Update, Current Contractor Work Update, Maintenance/Repair Update, Customer Service Update, Safety Issue
 - c) Sewer & Storm Drain – Jetting, Current Installation Status Update, Current Contractor Work Update, Maintenance/Repair Update, Customer Service Update, Safety Issues
3. Customer /Billing Reports – Water Sales, Water Usage, A/R Update, Customer Service Update
4. Financial Reports – Treasures L.A.I.F. Report, Internal Report, Administration Update

General Operations Reports were accepted as presented

Minutes of the Castroville Community Services District
September 20, 2022 Regular Board Meeting
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CHECK LIST – August 2022. A motion was made by Adriana Melgoza and seconded by Cosme Padilla to pay all bills presented. The motion carried by the following roll call votes:

AYES:	3	Directors:	Stefani, Padilla, and Melgoza
NOES:	0	Directors:	
ABSENT/NOT PARTICIPATING:	2	Directors:	Oania and Cochran

There being no further business, a motion was made by Cosme Padilla and seconded by Adriana Melgoza to adjourn to the next scheduled Board meeting; the motion carried by the following roll call votes:

AYES:	3	Directors:	Stefani, Padilla, and Melgoza
NOES:	0	Directors:	
ABSENT/NOT PARTICIPATING:	2	Directors:	Oania and Cochran

The meeting adjourned at 6:04 p.m. until the next scheduled meeting

Respectfully submitted by,

Approved by,

Lidia Santos
Secretary to the Board

James Cochran
President

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER



STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

September 27, 2022

Darcie L. Houck, Assigned Commissioner
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
Darcie.Houck@cpuc.ca.gov

Sent via First Class Mail and Email

Re: California-American Water Company's Application 21-11-024

Dear Ms. Houck,

The Monterey County Water Resources Agency ("MCWRA") writes this letter to express concerns over deposition testimony given in the California Public Utilities Commission proceeding over California-American Water Company's ("Cal-Am") Application 21-11-024. Cal-Am seeks approval to enter into the Amended and Restated Water Purchase Agreement ("Amended WPA") between Cal-Am, Monterey One Water ("MIW"), and Monterey Peninsula Water Management District ("MPWMD"). The Amended WPA would allow Cal-Am to purchase water from MIW and MPWMD from the Pure Water Monterey Expansion Project ("PWMx"). Cal-Am's application also seeks to update supply and demand estimates for the Monterey Peninsula Water Supply Project and cost recovery.

MCWRA has had a long collaborative relationship with MIW. This collaboration began with the construction and operation of the Castroville Seawater Intrusion Project ("CSIP") and the Salinas Valley Reclamation Project ("SVRP"), which have supplied and delivered recycled water to agriculture in the Castroville area for over 24 years. MCWRA supports this ongoing collaboration and the use of recycled water, but not at the expense of other projects. This letter provides background concerning relevant contractual water allotments between MCWRA, MIW and other parties, and details MCWRA's concerns over water supply statements at issue in Application 21-11-024. Importantly, MCWRA wants to highlight PWMx's potential impact on the Salinas Valley Groundwater Basin ("Basin") and CSIP.

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

Background

I. Amended and Restated Water Recycling Agreement

On November 3, 2015, MCWRA and MIW entered into an Amended and Restated Water Recycling Agreement (“ARWRA”) which incorporates and reiterates agreements that had been developed over the years since the establishment of CSIP, the SVRP, and the Salinas River Diversion Facility (“SRDF”). The intent of the ARWRA was to compile all the information that pertains to the operations and maintenance of CSIP, SVRP and the SRDF, as well as the allocation of wastewater flowing into MIW’s Regional Wastewater Treatment Plant.

a. New Source Waters

The ARWRA contemplated for the first time the identification and allocation of “New Source Waters”. The New Source Waters are defined in the ARWRA as:

1. Agricultural Wash Water
2. Blanco Drain Water
3. Reclamation Ditch/Tembladero Slough Water
4. Monterey Storm Water
5. Salinas Storm Water

These New Sources Waters were to be dedicated to the Pure Water Monterey Groundwater Replenishment project (“PWM”) and to potentially provide additional water supply to CSIP. The ARWRA also outlines the process in which the facilities to convey these new supplies to the Regional Treatment Plant would be financed and constructed. When the ARWRA was executed, the final water rights had not been obtained for the New Source Waters, nor had the Conditions Precedent for the financing of the New Source Water facilities been met (Section 16.15 of the ARWRA).

b. Blanco Drain, Reclamation Ditch/Tembladero Slough

MCWRA filed water rights applications with the State Water Resources Control Board for the drainage flows from Blanco Drain, the Reclamation Ditch, and Tembladero Slough in 2014. The applications were protested by various stakeholders and the subsequent negotiations, led by both MIW and MCWRA, resulted in much lower than expected flows. The final dismissal terms of the protests removed Tembladero Slough flows in its entirety from the portfolio, and outline stringent flow conditions on which water can be diverted from the Blanco Drain and Reclamation Ditch. The overall effect of the terms of the water rights is a large reduction in the yield available to use as New Source Waters, especially during dry year types. The ARWRA is based on outdated planning analysis which considered 6,500 acre feet per year (“AFY”) of water from these two sources; however, operations over the past three seasons revealed there is significantly less than expected available water.

On June 9, 2022, MCWRA notified MIW that because the Conditions Precedent cannot be met, it was opting out of using water from Blanco Drain and the Reclamation Ditch due to the low water yields and lack of agreement for terms of use by the Regional Water Quality Control

Board. Also, per the ARWRA, the notification relieves MCWRA from any costs that have been expended by MIW on construction of the New Source Water Facilities.

c. Agricultural Wash Water

Per the ARWRA, the Agricultural Wash Water (aka, Salinas Industrial Wastewater) availability is to be determined by a separate agreement which is currently being negotiated by MCWRA, the City of Salinas, and MIW. As of now, MCWRA retains the right to utilize all the Agricultural Wash Water for CSIP. This past summer a pilot program was implemented to determine the actual amount of water that could be used from this source, which had been estimated at 3,000 AFY. Actual operations reveal this number to be close to 500 AFY by using a combination of direct diversion and the Salinas Industrial Wastewater Treatment Facility (aka, Pond 3 Facilities).

d. Salinas and Monterey Storm Water

Facilities have been constructed to capture a portion of Salinas' Storm Water and store it in the Salinas Industrial Wastewater Treatment Facility. This is currently a disposal facility. Over the past two winters an estimated 4 acre-ft of stormwater has been captured and due to losses in the system, 0 acre-ft has been available as a New Source Water. MIW incorrectly estimates 225 acre-ft to be available annually, because it only occurs in normal or wet years. This again reflects outdated planning estimates and has not yet been validated through the current operations. MCWRA is unaware of the status of the Monterey Storm Water.

2. Pure Water Monterey Water Purchase Agreement

On September 19, 2016, Cal-Am, MIW and MPWMD executed a Water Purchase Agreement ("Agreement") to provide for the sale of advanced treated recycled water ("ATW") from MIW to MPWMD, and from MPWMD to Cal-Am to serve Cal-Am's customers. This Agreement states:

- MIW will design, construct, operate and own facilities for the production and delivery of ATW for the PWM groundwater replenishment project.
- MPWMD will buy ATW and resell to Cal-Am.
- Performance Start Date is no later than January 1, 2020.
- MIW will inject 3,500 acre-ft of ATW into the Seaside Groundwater Basin every year.

According to MIW, as of September 15, 2022, approximately 7,900 acre-ft of ATW has been injected into the Seaside Groundwater Basin. For Fiscal Year 21-22, 3,500 acre-ft was delivered to Cal-Am and 173.4 acre-ft put into Seaside Basin operating reserves. This amount of delivered water takes approximately 4,320 acre-ft. of source water to be treated.

3. Pure Water Monterey Water Expansion Project

a. Draft Supplemental Environmental Impact Report

MIW published a Notice of Preparation ("NOP") of a Supplemental Environmental

Impact Report (“SEIR”) for the PWMx project on May 15, 2019. The SEIR described changes to the PWM project, known as PMWx, that would increase project yield for Cal-Am from 3,500 AFY to 5,750 AFY. MCWRA recommended in response to the NOP that a thorough water balance analysis be completed to support the project recommendations for expansion of the PWM facilities. MCWRA also asserted that this analysis should be consistent with the ARWRA terms of water use priorities and allocations, as well as other contractual rights to source water.

On January 21, 2020, MCWRA provided extensive comments on the PWMx Draft SEIR including:

- The ARWRA contemplates the base PWM project, but does not include the additional water commitments necessary for PWMx.
- There are other reasonable and foreseeable projects that propose to use wastewater being utilized by MIW and those projects must be considered when determining sustainable yield for PWMx.
- The DSEIR lacks data on both source water quantities and origin.
- That data that was used may provide rough estimates of yield, but is not reliable enough to implement a project of this magnitude.
- The DSEIR uses the same sources of water as the PWM Final EIR with a demand increase of 2,250 AFY with no consideration to what this increase will do to peak demands on the entire system in the summer months.
- There is no verification that PWMx has a sustainable, reliable drought resistant water supply that does not impact the rights of MCWRA stakeholders.

On April 27, 2020, MCWRA wrote a letter to the MIW Board members detailing the numerous issues with the FSEIR, and PWMx’s potential impact on the Salinas Groundwater Basin and stated it did not support certification of the Final SEIR for the PWMx. These comments were largely ignored by MIW and the Final EIR was certified on April 26, 2021, and the PWMx was conditionally approved.

b. Amended and Restated Water Purchase Agreement

The proposed Amended WPA defines the terms for the sale of water from the PWMx project to Cal-Am. The Public Utilities Commission must authorize the execution of the agreement prior to Cal-Am signing the Amended WPA, and Cal-Am filed its application on November 29, 2021. Since this date, there have been numerous documents filed with the Commission on this matter and the most recent include Phase II Testimony from Ian Crooks, Paul Sciuto, and David Stoldt. If PWMx is approved to supply an additional 2,250 acre-feet of water, it will need approximately 3,000 AFY of additional source water to generate the 2,250 acre-feet.

PUC Proceeding Testimony and Water Supply

Ian Crooks’ Phase II testimony indicates that Cal-Am estimates that there is between 2,215 – 2,503 AFY of source water available for the PMWx project. Paul Sciuto’s testimony estimates a range between 14,686 and 16,035 AFY. It is unclear how Mr. Sciuto differentiates between the PWM and PWMx, but he uses long-term averages and outdated assumptions from

the planning stages of PWM. Using averages in this situation is flawed since long-term water reliability and water planning decision-making should be based on times when supply is limited and not averages. There are no provisions in the Amended WPA that allow deliveries to stop if there is no source water available to MIW. In fact, the Amended WPA requires a steady commitment to supply recycled water at all times of the year.

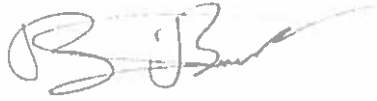
Based on the operational experiences of the past two years with the PWM project online, MCWRA's concerns regarding the availability of sufficient source waters for both the PWM and the PWMx projects are heightened, especially in dry/drought conditions. MCWRA estimates there is only 1,688 AFY of water available for the PWMx, mostly during the winter months.

The goals of CSIP are to reduce groundwater pumping and slow the rate of advancement of seawater intrusion. MCWRA observed that in the summer of 2021 and 2022, MCWRA's supplemental CSIP wells were pumped by MIW (who controls the system) excessively which is contributing to lower groundwater levels. The CSIP demands have been fairly consistent with previous years and yet the well use data (see Attachment 1), dating back from the first year CSIP was online, show that June and July 2022 are the highest two months of pumping. The previous highest months of well use was in 2003. Groundwater levels declined in the 180-Foot and 400-Foot Aquifers from August 2020 to August 2021. The greatest declines occurred in the 400-Foot Aquifer in areas near Castroville and Espinosa Lake, which is also the aquifer and geographic area where the most heavily used CSIP supplemental wells are located. Groundwater level data for the 2021-2022 period is still being analyzed, but based on the trends in extraction data from the supplemental wells during this period it is reasonable to expect that the downward trend in groundwater levels will continue. Persistent declines in groundwater levels will provide a mechanism for seawater intrusion. Even with most of the supplemental wells being pumped 24-hours a day, which is not desirable or common to historic system operations, there were two occurrences this summer where there was not enough water to serve CSIP. This has never occurred in the history of CSIP. MIW also encouraged growers to utilize their private standby wells for the first time in the history of CSIP.

MCWRA is concerned that MIW might be prioritizing wastewater use for PWM when it should be utilized for CSIP, and that this situation could worsen considerably with the PWMx project, especially if the drought continues. MCWRA is also concerned that there is not enough available source water to supply the PWMx's additional annual demand of approximately 3,000 AFY, especially when the current PWM annual demand of 4,320 AFY appears to be challenging to meet during this extended drought. MCWRA is committed to collaboration, but regional solutions, as PWMx purports to be, should not impact one basin for the benefit of another basin.

Therefore, MCWRA respectfully requests that the PUC either delay granting approval of the Amended WPA until such time that the amount of available source waters is better quantified, or include provisions that require the delivery of water to the Seaside Basin be reduced if there is no available unallocated source water for the PWMx project.

Sincerely,

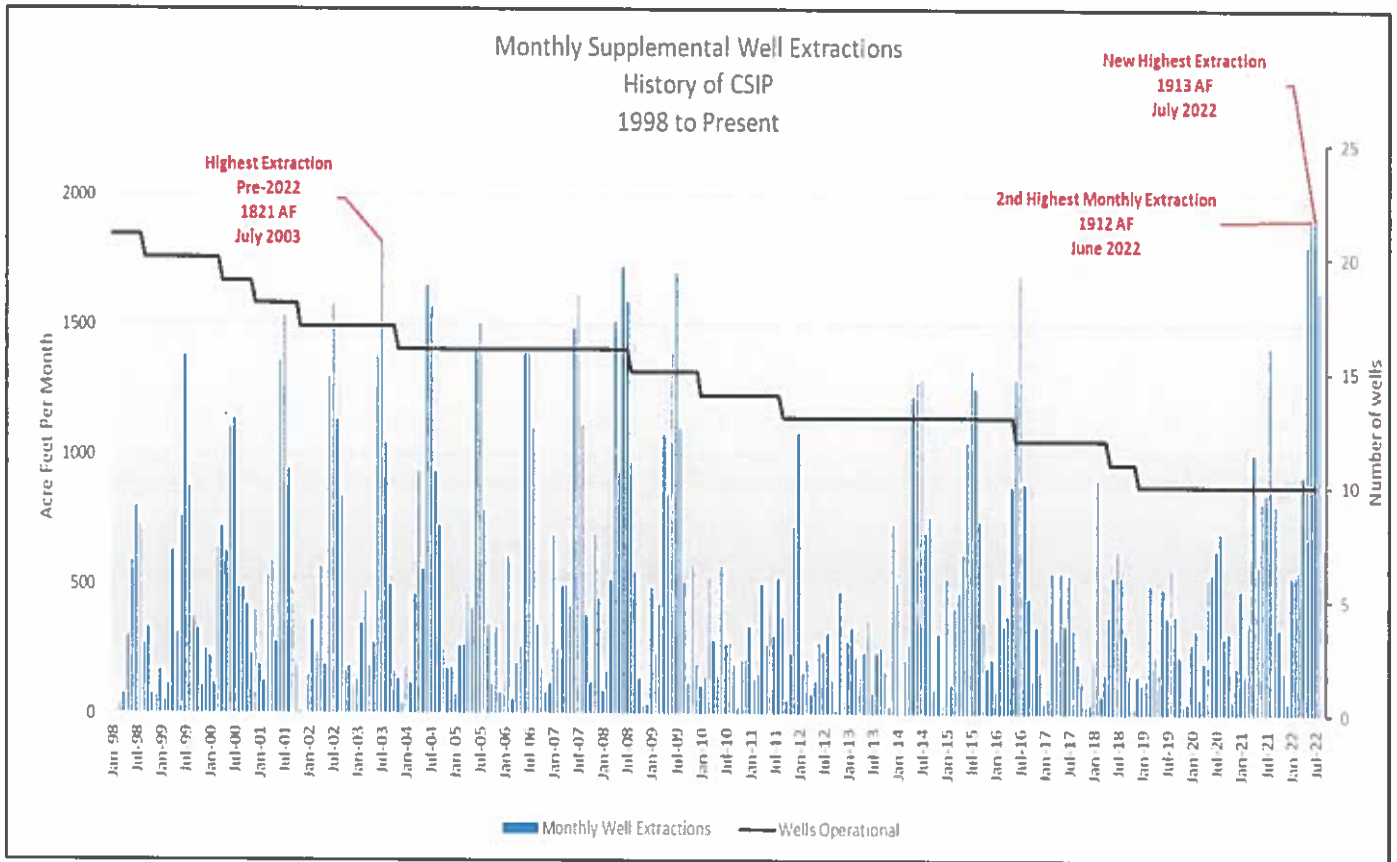
A handwritten signature in black ink, appearing to read 'B. Buche', with a long horizontal flourish extending to the right.

Brent Buche, PE
General Manager

Attachment 1: CSIP Supplemental Well Use from 1998 – 2022

cc: PUC Service List, attached here (email only)
Monterey County Water Resources Agency Board of Supervisors (email only)
Monterey County Water Resources Agency Board of Directors (email only)

Attachment 1





CALIFORNIA
AMERICAN WATER

October 5, 2022

VIA EMAIL

Mr. Tom Luster
California Coastal Commission
Energy and Ocean Resources Unit
445 Market Street, Suite 300
San Francisco, CA 94101

Ian C. Crooks
Vice President, Engineering
655 West Broadway, Suite 1410
San Diego, CA 92101
P: 619-446-4786
E: ian.crooks@amwater.com
www.amwater.com

Re: Monterey Peninsula Water Supply Project, CDP Application No. 9-20-0603 & Appeal No. A-3-MRA-19-0034: Potential Slant Well Network Phasing

Dear Tom:

Based on our ongoing outreach to members of the Monterey Peninsula Community, as well as our discussions with Coastal Commission staff, California American Water Company (“CalAm”) is proposing to amend its proposal for the Monterey Peninsula Water Supply Project (“MPWSP”) to phase the MPWSP’s slant well network on the CEMEX site. Specifically, CalAm is proposing to build a slant well network that supplies source water to support an initial desalination plant production capacity of 4.8 million gallons of water per day (“mgd”), with the ability to add slant well infrastructure in the future as needed to support increasing the MPWSP’s capacity up to 6.4 mgd. This phased approach, as detailed in Exhibit A, would give CalAm sufficient additional water supplies to meet its expected water needs by 2030, while maintaining the flexibility CalAm needs to add additional production wells when additional water supplies are required in the future. As summarized below, a phased approach would provide several benefits that would further applicable Coastal Act and Marina Local Coastal Program (“LCP”) policies, as well as reduce the MPWSP’s potential environmental impacts on the CEMEX site. We hope that this proposal will assist Commission staff in its ongoing evaluation of the MPWSP.

Environmentally Sensitive Habitat Areas. A 4.8 mgd desalination facility would require only four new slant wells, plus the existing slant well, on the CEMEX site – two fewer wells than the currently proposed 6.4 mgd facility. As a result, CalAm only would need to construct two new well pads, with two slant wells on each pad. This would reduce the MPWSP’s potential impacts to ESHA on the CEMEX site from construction of the well pads by approximately 50 percent. Nevertheless, CalAm is committed to mitigating for potential ESHA impacts that would be caused by construction of the entire 6.4 mgd MPWSP upfront, as part of the first phase of the MPWSP, to ensure consistency with Coastal Act Section 30240 and Marina’s LCP. In addition, the proposed reduction of slant wells allows CalAm to eliminate the use of the southern loop access road to further reduce impacts to ESHA. CalAm is in the process of preparing an updated site plan reflecting the proposed changes, which we plan to provide to staff in the coming days.

Environmental Justice and Public Access. The reduced MPWSP footprint on the CEMEX site responds to public input requesting a smaller facility, and would benefit Marina residents and promote Marina's LCP policies aimed ensuring that new development considers beach access where compatible. Less permanent above-ground infrastructure would be required and built within Marina. In addition, the construction of fewer wells would reduce construction activities and the duration of construction, which would reduce associated impacts in Marina.

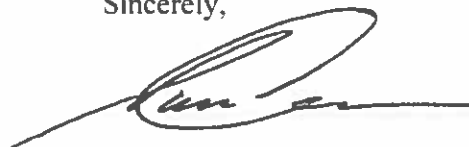
Groundwater. A 4.8 mgd facility will use approximately 25 percent less source water, which reduces the MPWSP's potential impacts to groundwater resources and nearby wetlands and vernal ponds consistent with Coastal Act Section 30231. Further, CalAm proposes to extend the length of the four new slant wells to approximately 1,000 feet long or longer in order to extend the wells further under the seafloor.

Sea Level Rise. A phased approach provides CalAm and Commission staff the opportunity to assess and adapt to changing sea levels and other coastal hazards. While CalAm maintains that the current slant well network location would be resilient to sea level rise and coastal hazards during the well network's economic life, consistent with Coastal Act Section 30253, CalAm and staff would have the benefit of more current science on sea level rise when considering the second MPWSP phase.

Need. CalAm and others recently have submitted testimony to the California Public Utilities Commission ("CPUC") concerning updated supply and demand analyses in CalAm's Monterey service territory, but the CPUC is not expected to consider that testimony until 2023. While CalAm's analysis demonstrates the need for the full 6.4 mgd MPWSP by 2050, CalAm acknowledges there is disagreement among various constituents about when the MPWSP's supplies will be needed. A phased approach helps address such concerns and uncertainty, ensuring that some additional desalinated water supplies will be made available in the near term to provide reliability and help lift the moratorium on new water service connections and enable the development of needed affordable housing and other uses.

We appreciate staff's consideration of the MPWSP and the opportunity to update you with CalAm's proposal for a phased MPWSP. Please do not hesitate to contact us should you have any questions.

Sincerely,



Ian Crooks
California American Water Company

Attachment

cc: Kate Huckelbridge, California Coastal Commission
Kathryn Horning, California-American Water Company
DJ Moore, Latham & Watkins LLP
Winston Stromberg, Latham & Watkins LLP

EXHIBIT A

Proposed Slant Well Network Phasing for the Monterey Peninsula Water Supply Project

Proposal: Construct a slant well network on the CEMEX site that supports an initial production capacity for the MPWSP of 4.8 million gallons per day (mgd), with the ability to construct additional slant well infrastructure in the future to support increasing in production capacity up to 6.4 mgd.

- **Need for Desalination:** Based on CalAm’s 2020 Urban Water Management Plan, CalAm would need 4,900 acre-feet a year (afy) in the second-year of a multi-year drought by 2030.
 - In a longer drought, CalAm could need well more than 4,900 afy by 2030.
 - Balancing uncertainty and considering both normal and drought conditions, CalAm needs at least 4,000 afy by 2030, which could be provided by a 4.8 mgd plant.
- **Required Infrastructure:** A 4.8 mgd MPWSP would only require four new slant wells, plus the existing slant well, for five total wells, on the CEMEX site. The new slant wells are planned to be approximately 1,000 feet long or more (the existing test slant well is approximately 700 feet long), and therefore would extend further beneath the seafloor.
 - This is two fewer wells than the full 6.4 mgd MPWSP, which requires seven wells.
 - Instead of constructing four new well pads on the CEMEX site to host six wells for the 6.4 mgd MPWSP, under this proposal CalAm would construct just two new well pads, with two slant wells on each pad. This will reduce ESHA impacts from the well pads by approximately 50%.
 - While the proposed loop access road to the slant wells will be used temporarily during construction, only a portion of the loop road would be needed for ongoing operations and Maintenance. Therefore permanent ESHA impacts would be reduced.
 - Omitting two slant wells also would reduce total MPWSP infrastructure costs.
- **Thresholds for Second Phase:** CalAm would have the ability to seek Coastal Commission approval to add an additional well or wells to the MPWSP if:
 - (1) Actual system demand reaches 80% of CalAm’s firm supplies for a two-year period; or
 - (2) PWM and PWM Expansion fail to deliver the minimum Water Guarantee of 4,600 acre-feet for a two-year period; or
 - (3) The CPUC determines that CalAm needs to develop a desalination facility that is larger than 4.8 mgd.
- **Process for Implementing Second Phase:**
 - If one of the Second Phase thresholds is triggered, and it is feasible to add a third well to an existing well pad based on the operation and configuration of the existing wells, staff

could process a second phase to expand the MPWSP up to a 6.4 mgd facility administratively, without requiring a CDP amendment, provided that: (i) the Executive Director confirms that the second phase as proposed is consistent with the terms and conditions of the issued CDP; and (ii) there are no changed circumstances under the California Environmental Quality Act (CEQA).

- CalAm would be required to apply for a CDP amendment for the second phase if: (i) a new well pad is required; or (ii) the Executive Director determines either that the second phase is not consistent with the terms and conditions of the issued CDP or there are changed circumstances under CEQA.
- **Mitigation:** CalAm proposes to mitigate for potential ESHA impacts caused by the entire 6.4 mgd MPWSP upfront as part of the first phase of 4.8 mgd.
- **Impact of California Public Utilities Commission (CPUC) Decision Reducing MPWSP Scope:** The CPUC is currently evaluating updated information on water supply and demand in CalAm's Monterey service territory as part of proceeding A-21-11-024. If the CPUC determines in that proceeding that CalAm needs to develop a desalination facility that is smaller than 4.8 mgd, CalAm would reduce the number of wells on the CEMEX site as needed to produce an amount of water consistent with the CPUC's determination and would submit those details to the Executive Director for review. If the CPUC determines in that proceeding that CalAm needs to develop a desalination facility that is smaller than 6.4 mgd but larger than 4.8 mgd, CalAm may seek to amend the CDP, if necessary, to authorize a modified second phase.

California American Water Announces Phasing for Monterey Peninsula Water Supply Project

The Monterey Peninsula Water Supply Project (MPWSP) proposes project phasing plan to ensure reliable water supply now and in the future

MONTEREY, Calif. - (October 5, 2022), California American Water is announcing a phasing plan for the Monterey Peninsula Water Supply Project, part of a multipronged effort to increase water supply to the Monterey Peninsula through desalination, aquifer storage and recovery, and a groundwater replenishment project in the region. The application currently before the California Coastal Commission calls for development of ocean slant wells to supply a 6.4 million gallon per day desalination plant. The company is proposing a multi-phase plan to develop needed water supplies with the first phase of the desalination facility producing 4.8 million gallons per day.

“The Monterey Peninsula has been in need of additional drought-proof, reliable water supplies for over 25 years,” said Ian Crooks, Vice President of Engineering for California American Water. “Building the first phase of MPWSP will protect the Carmel River ecosystem and create a drought-proof new water supply for our service area.”

California American Water has been conducting extensive outreach to customers, local officials and residents throughout Monterey County. Efforts have included 10 public workshops since August as well as individual meetings and presentations to interested stakeholders. Feedback on the project has highlighted community support for a drought-proof water supply that will allow for new housing construction and support economic development. It has also illuminated the benefits of a flexible phased approach to start the project that can ultimately accommodate future needs and provide opportunity for regional public participation when additional supplies are needed in California American Water’s service area or elsewhere in the region.

The desalination facility will include a system of ocean slant wells constructed on a former industrial sand mining site to draw unusable seawater, deliver that saline water to a desalination plant located in Monterey County, and send desalinated water directly to the Monterey Peninsula for municipal uses within California American Water’s service area. Ocean slant wells are the preferred method to obtain water for desalination since they draw ocean water from beneath the coastal subsurface, which avoids harm to the environment and marine life. Reducing the initial size of the facility will limit the number of ocean slant wells needed at this time and help control construction costs while ensuring that the project can accommodate future water resource needs.

“Phasing the MPWSP strikes the right balance to meet the critical need for sufficient and reliable drought-proof water supply to meet demands in the near term while allowing for additional supply as it becomes needed over the next 30 years,” said Crooks. “In addition, as we heard from the community, phasing the project with the possibility of expanding the project to accommodate future regional water supply needs

through public participation is important. This is a win-win for the region that provides an opportunity to help MPWSP be part of future water supply solutions for our customers and nearby communities.”

Due to historic water shortages caused by mandated reductions in the use of the Carmel River and made worse by historic drought conditions, a building moratorium has been in place on the Monterey Peninsula, resulting in job loss and limited housing for people in the region.

About California American Water: California American Water, a subsidiary of American Water (NYSE: AWK), provides high-quality and reliable water and wastewater services to more than 725,000 people. Information regarding California American Water's service areas can be found on the company's website www.californiaamwater.com.

About American Water: With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,400 dedicated professionals who provide regulated and regulated-like drinking water and wastewater services to more than 14 million people in 24 states. American Water provides safe, clean, affordable, and reliable water services to our customers to help keep their lives flowing. For more information, visit amwater.com and diversityataw.com. Follow American Water on [Twitter](#), [Facebook](#), and [LinkedIn](#)

Resolution No. 22-15

A Resolution of the Board of Directors of The Castroville Community Services District Continuing Board of Directors Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(C) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Castroville Community Services District finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Board of Directors of the Castroville Community Services District finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person for Board meetings and standing committee meetings due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the Board of Directors, Castroville Community Services District, County of Monterey, State of California, on this 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Secretary

Board President

**2017 Water Desalination
Proposal Solicitation Package
Attachment 1 – Signature Page**

Applicant: Castroville Community Services District

Project Title: Well #3 Desalination Pilot Project

By signing below, the official declares the following:

- The truthfulness of all representations in the proposal;
- The individual signing the form has the legal authority to submit the proposal on behalf of the applicant;
- There is no pending litigation that may impact the financial condition of the applicant or its ability to complete the proposed project;
- The individual signing the form has read and understands the conflict of interest, confidentiality, and rights in data section of this PSP (Section 7) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant;
- The applicant will comply with all terms and conditions identified in this Proposal Solicitation Package if selected for funding; and
- The applicant has legal authority to enter into an agreement with the State using a state provided agreement, not an applicant's generated agreement.

James Eric Tyman
Name

General Manager
Title


Signature

9/24/20
Date

**2022 Water Desalination
Proposal Solicitation Package
Attachment 2 – Authorizing Resolution**

RESOLUTION No. 2022-16 AUTHORIZING RESOLUTION

A RESOLUTION OF THE BOARD OF THE CASTROVILLE COMMUNITY SERVICES DISTRICT (CCSD) AUTHORIZING A DESIGNEE OF THE CCSD TO NEGOTIATE AND EXECUTE A FUNDING AGREEMENT AND ANY AMENDMENTS OR CHANGE ORDER THERETO, AND TO CERTIFY FUNDING DISBURSEMENT ON BEHALF OF THE CCSD WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, SPONSORING ROUND 4 FUNDING OF THE WATER DESALINATION GRANT PROGRAM; PROJECT TITLE WELL #3 DESALINATION PILOT PROJECT

WHEREAS, pursuant and subject to all of the terms and provisions of the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, California Water Code Section 79700 et seq.) the California Department of Water Resources is sponsoring Round 4 funding of the Water Desalination Grant Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that Eric Tynan, General Manager is hereby authorized and directed to sign and file for, and on behalf of the Castroville Community Services District, an application for funding from the Department of Water Resources for an amount not to exceed \$ 2,000,000 for the project titled Well #3 Desalination Pilot Project, under the terms and provisions of the Water Desalination Grant Program, and

BE IT RESOLVED that the Castroville Community Services District hereby agrees and further does authorize the aforementioned representative or his/her designee to certify that the Castroville Community Services District has and will comply will all applicable state and federal statutory and regulatory requirements related to any federal and state funds received, and

BE IT RESOLVED that Eric Tynan, General Manager or his/her designee of the Castroville Community Services District is hereby authorized to negotiate and execute a funding agreement and any amendments or change orders thereto, and to certify funding disbursement on behalf of the Castroville Community Services District.

PASSED AND ADOPTED by the Board of Directors of Castroville Community Services District at a regular meeting of the Board of Directors of the Castroville Community Services District duly held on the 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Secretary Lidia Santos
DWR 6/16/17

Board President James Cochran

Action Plan

Castroville Community Services District

DeSalter at Well Three

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Murat Bozkurt, MNS Engineers, Inc.

Greg Jaquez, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
IRWM, Big commitment, period for the grant application. Stakeholders and cover the cost share	Information	NA	NA
Monterey One Water may be willing to accept the chlorides. Discharge into sewer cleanout.	District to Check on chlorides discharge levels	ET	September 2022
DWR Desal Grant Application, Design Pilot Category: Attachment to the application is a Feasibility Study. Estimate of the project will be included. Applicant deploys a	Grant application being prepared by MNS	GJ	October 2022

pilot project that can be upscaled. Proprietary package will be enough to demonstrate.			
Next Meeting: 10/26/22 1:30 pm			

COVER AGREEMENT

Date:10/18/2022

PARTIES:

1. State of California, acting by and through the Department of Transportation (“Department”).
“Department” includes the Department, its officers, agents, employees and contractors.
2. _____ (“Owner”).
“Owner” includes the Owner, its officers, agents, employees and contractors.

RECITALS:

- A. Owner owns, operates or maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of Department’s projects, to ensure the safety of the traveling public, and to ensure the continuity of the roadway/highway, manhole and valve cover adjustments need to be made on a routine basis. Utility owners may or may not be responsible for the cost of performing such adjustments, depending upon the liability determination made by the Department, with the cost of such activities allocated as provided by California law, contracts and the Department’s policies.
- C. The Department frequently needs to adjust said manhole and valve covers more expeditiously than Owner can readily or economically accomplish.
- D. Department is willing to assume control of the operation and cost of such adjustments to certain manhole and valve covers in order to facilitate the Department’s project needs from time to time as provided herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement for the Adjustment of Manhole and Valve Covers (“Agreement”) is made and executed by the parties hereto in connection with the provisions of Sections 680.5 and 707.5 of the California Streets and Highways Code. This Agreement shall exclusively govern the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination in connection with and under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter.
2. This Agreement shall apply throughout the State of California to all of the Department’s projects and related activities and to all of the Owner’s manhole and valve covers. With regard

to any other agreements or parties, this Agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation.

3. For purposes of this Agreement, manhole and valve cover adjustment is limited to the following; adjusting manhole frames and covers, replacing existing manhole frames, and adjusting manhole rings, valve covers and meter boxes. This Agreement does NOT include the adjustment to grade of gas, electric or telephone vaults, or any other utility facility not mentioned in this agreement.
4. In the event that the Department initiates a project and the Department determines that some of the Owner's manhole and valve covers are in physical conflict with Department's highway project, the Department shall issue a conflict letter ("Conflict Letter") to the Owner that (a) identifies the manhole and valve covers that are in physical conflict with Department's highway project and (b) includes a document (the "Reply") in which the Owner will designate the manhole and valve covers that the Owner agrees to be responsible to adjust. The Owner shall adjust the manhole and valve covers for which it agreed to be responsible within the Department's project scheduling and other requirements. Owner shall return the Reply to the Department within 30 days of receipt of the Conflict Letter. The Department is authorized to adjust only the manhole and valve covers that are not designated by Owner as those for which the Owner is responsible. The work to be performed under this Agreement is expressly limited to the work required to adjust the manhole and valve covers that are listed in the Conflict Letter, and the Reply shall not and cannot expand the list of manhole and valve covers.
5. Notwithstanding the other terms of this Agreement, the Department may, at its sole option, elect to NOT adjust-to-grade manhole and valve covers that do not satisfy Caltrans standard specifications, as amended from time to time (including without limitation manhole and valve covers that do not use standard rings or covers).
6. This Agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
7. All existing manhole and valve covers will be reused unless the manhole or valve cover requires replacement. Replacement of manhole and valve covers with ancillary parts must meet Buy America compliance by the Department's contractor. The Department's contractor is to provide Buy America replacement manhole and valve covers per Owner's specifications in response to the Cover Adjustment to Grade letter 13-EX-12A. If no specifications are provided to the Department by Owner in the reply, the Department's contractor is authorized to use a general specification attached to the Cover Adjustment to Grade letter 13-EX-12A.
8. All work under this Agreement shall be preceded by the delivery of a written Notification to Owner ("NTO") by the Department to the Owner. The Department shall list the manhole and

valve covers that the Department is authorized to adjust pursuant to the Reply, and the Department will identify the manhole and valve covers that it elects to adjust. If the Department elects to not adjust manhole and/or valve covers which the Owner authorized the Department to adjust pursuant to the Reply, then the Owner shall be responsible for the adjustment of those manhole and valve covers in accordance with the provisions of the NTO, and the Owner shall allocate sufficient staff and resources to meet all of the schedules established for the project design and construction work.

9. Following receipt of the Cover Adjustment to Grade letter 13-EX-12A, the Owner shall provide confirmation regarding the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's utility facility and related activities, including, but not limited to, inspection services at no expense to the Department, in accordance with the Department's time schedule. Owner to provide its written confirmation to the Department within 30 days of the date that they receive the Cover Adjustment to Grade letter 13-EX-12A.
10. When manhole and valve cover adjustment work is performed by the Department under this Agreement, the cost of the work shall be borne by the Department. When manhole and valve cover adjustment work is performed by the Owner under this Agreement, the cost of the work shall be allocated according to the liability determination made by the Department.
11. The Department may perform its work under this Agreement or it may perform the work through the services of a third-party contractor.
12. It is intended that all work under this Agreement performed by the Department shall be performed using the contractors that are acceptable to the Department. Owner grants to Department, immediately upon receipt of the NTO and in accordance with the Department's time schedule, permission to perform manhole and valve cover adjustments within Owner's private rights of way and facilities, wherever located. Owner retains the right to require reasonable controls and restrictions provided such items are set forth in writing and delivered to the Department (in response to Cover Adjustment to Grade 13-EX-12A letter) at least 30 days from the receipt of the 13-EX-12A letter.
 - (a) As part of this Agreement, Owner shall submit, in writing, its preliminary specifications for the adjustment of manhole and valve covers to grade to the Department.
 - (b) Owner will approve, in writing, the Department's final specifications for the adjustment of manhole and valve covers to grade.
13. Owner shall have access to all phases of the work to be performed by the Department for the purpose of inspection in order to ensure that the work being performed for the Owner is in accordance with the specifications contained in the highway contract, provided such access is

made at no cost to the Department. Owner will be notified by the Department's Resident Engineer to schedule a final field inspection per the Department's Notice to Owner.

14. Upon completion of the work performed by Department, Owner agrees to accept ownership and the responsibility for the maintenance of the manhole and valve covers.
15. This Agreement supersedes and replaces any previous agreement between the parties relating to the work required to adjust identified manhole and valve covers in physical conflict with Department's highway projects.
16. This Agreement may only be amended, changed or altered by mutual written agreement of the parties.
17. This Agreement may be terminated by either party upon ninety (90) days written notice from the terminating party to the other party.
18. Time shall be of the essence of this Agreement.

For The Utility Owner:

_____ Date _____

Name

Title

For The State of California:

Tiara T. Moering, Chief
Office of Railroad and Utility Relocations
Division of Right of Way and Land Surveys
California Department of Transportation

_____ Date _____

- DISTRIBUTION:
1 – HQ Right of Way, Office of Railroads and Utility Relocations
1 – District
1 – Utility Owner

RESOLUTION NO. 2022-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CASTROVILLE COMMUNITY SERVICES DISTRICT
AUTHORIZING A REPRESENTATIVE TO EXECUTE THE
GRANT DEED AND PAPERWORK FOR A PORTION OF
APN: 133-491-021, ALDADIN PROPERTIES, LLP
(ANDREW E. AUSONIO ET AL)**

WHEREAS, the Castroville Community Services District Board of Directors designates the General Manager the authorized Representative; and

WHEREAS, the District authorized a purchase agreement for the good and valuable consideration to purchase approximately 10,000 square feet of property known located at 11380 Commercial Parkway, a portion of APN 133-491-021 for the purchase price of One Hundred Thousand Dollars (\$100,00) payable by purchaser to seller; and

WHEREAS, the long-term health, safety, and prosperity of the community depends upon having a reliable long-term supply of potable water; and

WHEREAS, the District finds that this Resolution and actions taken hereafter pursuant to it are exempt from the California Environmental Quality Act as specific actions necessary to prevent or mitigate emergency pursuant to Public Resources Code Section 21080(b)(4) and the California Environmental Quality Act Guidelines Section 15269(c); and

WHEREAS, the Castroville District finds the need for the adjacent property in order to meet future water supply needs;

NOW, THEREFORE, BE IT RESOVED BY THE BOARD OF DIRECTORS OF THE CASTYROVILLE COMMUNITY SERVICES DISTRICT:

SECTION I

The District Board hereby adopts the findings based on substantial evidence in the entire record as follows:

1. A reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of District.
2. The District is located in a semi-arid region and is dependent upon local groundwater,
3. A growing population, climate change, sea water intrusion environmental concerns, and other factors in other parts of the state and western United States, make the region highly susceptible to water supply reliability issues.

4. The need for the additional property is necessary to meet these obligations to avoid or minimize the effects of drought and shortage within the District. Such projects are essential to ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare.

SECTION II

Based on the findings set forth above, the District Board of Directors hereby authorizes the General Manager to sign the articles necessary to facilitate the purchase of said property located at 11380 Commercial Parkway, a portion of APN 133-491-021:

PASSED AND ADOPTED this 18th day of October, 2022 by the following roll call vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

APPROVED:

James Cochran, Board President

ATTEST:

Lidia Santos, Board Secretary

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this "Agreement") is made and entered into effective as of _____, 2022, by and between the Marina Coast Water District, a public agency (the "MCWD"), and the Castroville Community Services District, a public agency (the "DISTRICT").

Recitals

A. The MCWD and the DISTRICT have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the "Borrower") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Lender") for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any verbal request for assistance shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted. Any such request shall be submitted as follows:

If to the MCWD:

Address: 11 Reservation Road, Marina, CA 93933
Phone: (831) 384-6131
Email: rscherzinger@mcwd.org
Attn: Remleh Scherzinger

If to the DISTRICT: Address: 11499 Geil Street, Castroville, CA 95012

Phone: (831) 633-2560
Email: Eric@CastrovilleCSD.org
Attn: Eric Tynan

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as, but not limited to construction equipment, vehicles, tools, pumps or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) Unless subsection 3(c) applies, the loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) In the event the Lender has an emergency and in its discretion requires use of the loaned equipment and/or the associated Lender employees, the Borrower will immediately return the loaned equipment and/or release the recalled employees.
- (d) The Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for the equipment during the assistance period, unless other arrangements are made.
- (e) The Lender will normally charge the Borrower for costs related to the use, transportation, handling, loading and unloading of the equipment. The costs will be determined by the Lender's adopted fees for the fiscal year in which the equipment was loaned. If a piece of equipment is not listed within the Lender's fee schedule, the rate shall be based on the then-in-effect Caltrans equipment rental rates. Each party shall provide to the other party the applicable fee schedule in effect when this Agreement is approved and whenever the fee schedule changes.
- (f) In the event that loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the full actual replacement cost of the equipment. If the same make and model is not available, the cost of a similar make and model that is agreed upon by the Lender shall be used. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs. The reimbursement obligations of this section shall be independent of, and in addition to, either party's insurance requirements as set forth in this Agreement.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the

Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. Wages, hours, and other terms and conditions of employment applicable to loaned personnel shall be those of the Lender. In the event that the Lender makes its personnel available to the Borrower, the Lender will normally charge the Borrower such personnel's applicable hourly rate plus fringe benefits and insurance, including workers' compensation insurance (loaded hourly rate), during the time the Lender's personnel is providing services to the Borrower, plus travel time. Personnel so loaned to the Borrower will take direction from the Borrower, but will follow work procedures and safety rules of the Lender at all times and remain under the direct supervision and control of the supervisory personnel of the Lender. Each party shall provide to the other party the applicable loaded hourly rates in effect when this Agreement is approved and whenever the loaded hourly rates change.

6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.

7. Insurance and Indemnity. MCWD and the DISTRICT shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by MCWD and the DISTRICT, their agents, representatives, employees or subcontractors.

(a) Coverage. Coverage shall be at least as broad as the following:

i. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

ii. Waiver of Subrogation. MCWD and the DISTRICT agree to waive all rights of subrogation against one another, including their elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the insurance policy, which arise from work performed by or for MCWD and the DISTRICT.

iii. Property Insurance – coverage for vehicles and equipment scheduled in the Association of California Water Agencies JPIA (see subsection v, below) against all risk of loss at Actual Cost Value.

If MCWD or the DISTRICT maintains broader coverage and/or higher limits than the policy minimums required hereunder, MCWD and the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MCWD and the DISTRICT.

iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MCWD and the DISTRICT.

v. Acceptability of Insurers - Insurance. Both parties are insured for Liability and Property by the Association of California Water Agencies Joint Powers Insurance Authority (JPIA). The parties shall coordinate with the JPIA on insurance coverages and conditions per the Memorandum of Coverage for all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with this Agreement. Other required insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by each party.

vi. Verification of Coverage. Each party shall furnish the other certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates are to be received and approved by MCWD and DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive MCWD and DISTRICT obligations to provide the certificates. MCWD and the DISTRICT reserve the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

(b) Indemnity. The Borrower shall indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents from all claims, losses, damages, injuries, costs and expenses (including attorneys' fees) and all liabilities of every kind, nature and description, directly or indirectly arising from or in connection with (i) the use by the Borrower or by the Borrower's employees, agents or contractors of equipment or supplies provided by the Lender, or (ii) any project or activity undertaken by the Borrower for which the Lender has provided resources or assistance pursuant to this Agreement; provided, however, that the Borrower shall not be required to indemnify, defend and hold harmless the Lender and its officers, directors, employees and agents to the extent any such claim, loss, damage, injury, cost, expense or liability is caused by the negligence or willful wrongful acts or omissions of the Lender.

8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

11. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party who is the beneficiary of the obligation. No waiver by any party shall, except as may otherwise be stated in such waiver, be applicable to subsequent obligations. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

12. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

13. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Monterey, State of California, United States of America.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Digital Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile, or email transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile, or email copies and the signatures thereon shall for all purposes be treated as originals.

16. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

17. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

MARINA COAST WATER DISTRICT

CASTROVILLE COMMUNITY SERVICES DISTRICT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

RESOLUTION NO. 2022-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASTROVILLE
COMMUNITY SERVICES DISTRICT ENGAGING
SIGNS BY VAN FOR THE DESIGN, FABRICATION, AND INSTALLATION OF
THE CASTROVILLE LANDMARK SIGN**

WHEREAS, Castroville Community Services District (“District”) is a Community Services District created pursuant to Government Code Section 61000; and

WHEREAS, the District has been awarded a Caltrans grant (“Caltrans Grant”) to replace the Castroville Landmark Sign spanning Merritt Street; and

WHEREAS, replacement of the Castroville Landmark Sign spanning Merritt Street requires the design, fabrication, and installation of a new 63 foot steel overhead sign replicating the Castroville Landmark Sign (“LANDMARK SIGN”); and

WHEREAS, the Caltrans Grant Estimates the cost to complete the design, fabrication, and installation of the LANDMARK SIGN, as set forth in the Caltrans Grant Estimate attached hereto as Exhibit A (“Grant Estimate”); and

WHEREAS the General Manager has determined that the highly specialized work associated with the LANDMARK SIGN design, fabrication, and installation, requires a distinctly qualified company to render the work required, given the LANDMARK SIGN size and location spanning the entire main street in the community of Castroville, and the nature of its construction; and

WHEREAS, SIGNS BY VAN is a licensed contractor, State Contractors license number 866499; and

WHEREAS, the General Manager has determined that the nature of the work done by SIGNS BY VAN for which the DISTRICT seeks to engage SIGNS BY VAN is of unique and specialized work, as set forth in the Sole Source Justification document attached hereto as Exhibit B; and

WHEREAS, the District has previously engaged SIGNS BY VAN to design and install the entrance signs to the Castroville community, for which SIGNS BY VAN demonstrated its work quality and competence to do said work; and

WHEREAS, based on SIGNS BY VAN specialty qualifications and its prior services provided to the District, the General Manager has determined that SIGNS BY VAN has demonstrated the specialized skills, demonstrated competency, and holds the professional qualifications necessary for the satisfactory performance of the work and services required to design, fabricate and install the LANDMARK SIGN; and

WHEREAS, the scope of work to be done by SIGNS BY VAN and the invoices submitted by SIGNS BY VAN for payment of said work by Caltrans, are to be consistent with the Caltrans Grant Estimate funding provisions for the design, fabrication, and installation work for the LANDMARK SIGN.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Castroville Community Services District Board of Directors hereby finds:

1. That that the nature of the work done by SIGNS BY VAN for which the DISTRICT seeks to engage SIGNS BY VAN is of unique and specialized work;
2. That engaging SIGNS BY VAN for the work associated with design, fabrication, and installation of the LANDMARK SIGN is appropriate and consistent with the public interest because the nature of the services and work required for the design, fabrication, and installation of the LANDMARK SIGN is of such a nature that it can only be provided by certain contractors, such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible;
3. That the District has previously engaged SIGNS BY VAN and finds that SIGNS BY VAN has demonstrated their specialized skills, competency and qualifications necessary for the satisfactory performance of the design, fabrication, and installation services required; and
4. That invoices, and payments thereof, for the design, fabrication and installation of the LANDMARK SIGN will be made pursuant to the Caltrans Grant Estimate and requirements; and
5. That installation of the LANDMARK SIGN involves the installation of a small structure, which is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301(d), 15302(c) and 15303(d) of the CEQA Guidelines and Sections 21080(9) and 21084 of the Public Resources Code. Further CEQA review therefore is not required for the District to accept the SIGN BY VAN Proposal.

BE IT HEREBY FURTHER RESOLVED that the Board of Directors hereby approves engaging SIGNS BY VAN for the design, fabrication, and installation of the LANDMARK SIGN as set forth in Exhibit A, subject to the SIGNS BY VAN invoices for the payment of said work being consistent with Caltrans Grant Estimate and funding requirements and funds being made available by Caltrans.

BE IT HEREBY FURTHER RESOLVED that the Board of Directors hereby directs the General Manager or his or her designee to take all steps necessary to implement and complete the design, fabrication, and installation of the LANDMARK SIGN, as set forth herein.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Castroville Community Services District duly held on the 18th day of October 2022, by the following vote.

Ayes: Director(s) _____

Noes: Director(s) _____

Absent: Director(s) _____

Abstained: Director(s) _____

ATTEST:

James Cochran, Board President

Lidia Santos, Secretary
(SEAL)

Exhibit A

05-1P540 Castroville Arch - Estimate for Cooperative Agreement **5/25/2022**

Design Services Sign (Signs by Van) Includes 3 Proofs	1 LS	\$2,500.00	\$2,500.00
Design Services Banners (4 Designs) (Signs by Van) Includes 3 Proofs each	1 LS	\$2,500.00	\$2,500.00
Traffic Management Plan (MNS CSD Consultant)	1 LS	\$15,000.00	\$15,000.00
Structural Engineering Plans (YJ Inc Engineering)	1 LS	\$13,500.00	\$13,500.00
Electrical Engineering Plans (Premier Renewables)	1 LS	\$6,500.00	\$6,500.00
Water Pollution Control Plan (MNS CSD Consultant)	1 LS	\$2,000.00	\$2,000.00
SUBTOTAL			\$42,000.00

Job Site Management (Storm Water)	1 LS	\$5,000.00	\$5,000.00
Locate Existing Utilities	1 LS	\$10,000.00	\$10,000.00
Lead Compliance Plan	1 LS	\$2,000.00	\$2,000.00
Construction Area Signs (includes CLCA sign)	1 LS	\$5,000.00	\$5,000.00
Demolition, Removal and Disposal (Footing and Structure)	1 LS	\$15,000.00	\$15,000.00
Traffic Control System	1 LS	\$15,000.00	\$15,000.00
Construction Area Signs (includes CLCA sign)	1 LS	\$5,000.00	\$5,000.00
Fabrication (Steel Structure and Cedar Sign both include anti graffiti coating)	1 LS	\$200,000.00	\$200,000.00
Fabrication Banners (8 total)	1 LS	\$5,000.00	\$5,000.00
Installation Structure (includes footing and set w/crane)	1 LS	\$21,000.00	\$21,000.00
Install Sign (includes lighting, and banners, and test lights)	1 LS	\$26,000.00	\$26,000.00
Minor Concrete (Sidewalk) Finish Work	1 LS	\$5,000.00	\$5,000.00
Site Clean Up	1 LS	\$3,700.00	\$3,700.00
SUBTOTAL			\$317,700.00

Mobilization (10%) (for Engineering Items only)	1 LS	\$31,770.00	\$31,770.00
CSD Contract Management*	1 LS	\$29,500.00	\$29,500.00
SUBTOTAL			\$61,270.00
CONTINGENCY 5%			\$21,048.50

TOTAL			\$442,018.50
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* (Est per CSD 03-14-22)

Sole Source Justification

Castroville Community Services District

VENDOR'S NAME: <u>SIGNS BY VAN</u>	DATE: _____
ADDRESS: <u>16130 Highway 156</u>	INITIATED BY: _____
<u>Salinas, CA 93907-8603</u>	PROJECT NO: _____
PHONE or EMAIL: <u>831-663-2663</u>	_____
<u>sales@signsbyvan.com</u>	_____

Description of Item(s) and cost. Explain why this good or service is needed.

Design, fabricate, and install the replacement 63 foot steel overhead Castroville Landmark Sign spanning Merritt Street. This is a large specialty sign that takes a special expertise, skill, tools, etc. to design and build for which Signs by Van has said speciality expertise.

Justification for Goods, Materials, Equipment and Service Contracts

- Only known supplier of item or service. (Explain how this was verified.)
- Supplier proprietary item. (Supplier is the only manufacturer of this item. List the reasons why no substitute item can be used. Explain why there are no alternate equipment providers that can bid on the same proprietary item.)
- Required for Emergency Response. (Describe emergency and date of occurrence. Why is item essential to emergency response.)
- Other (eg. Previously approved sole-source equipment by GM, pilot or experimental) Attach equipment list or provide explanation.
Signs by Van is a licensed contractor, State Contractors license number 866499. Construction of the large landmark sign requires special expertise, skills, tools, etc. that Signs by Van possesses.

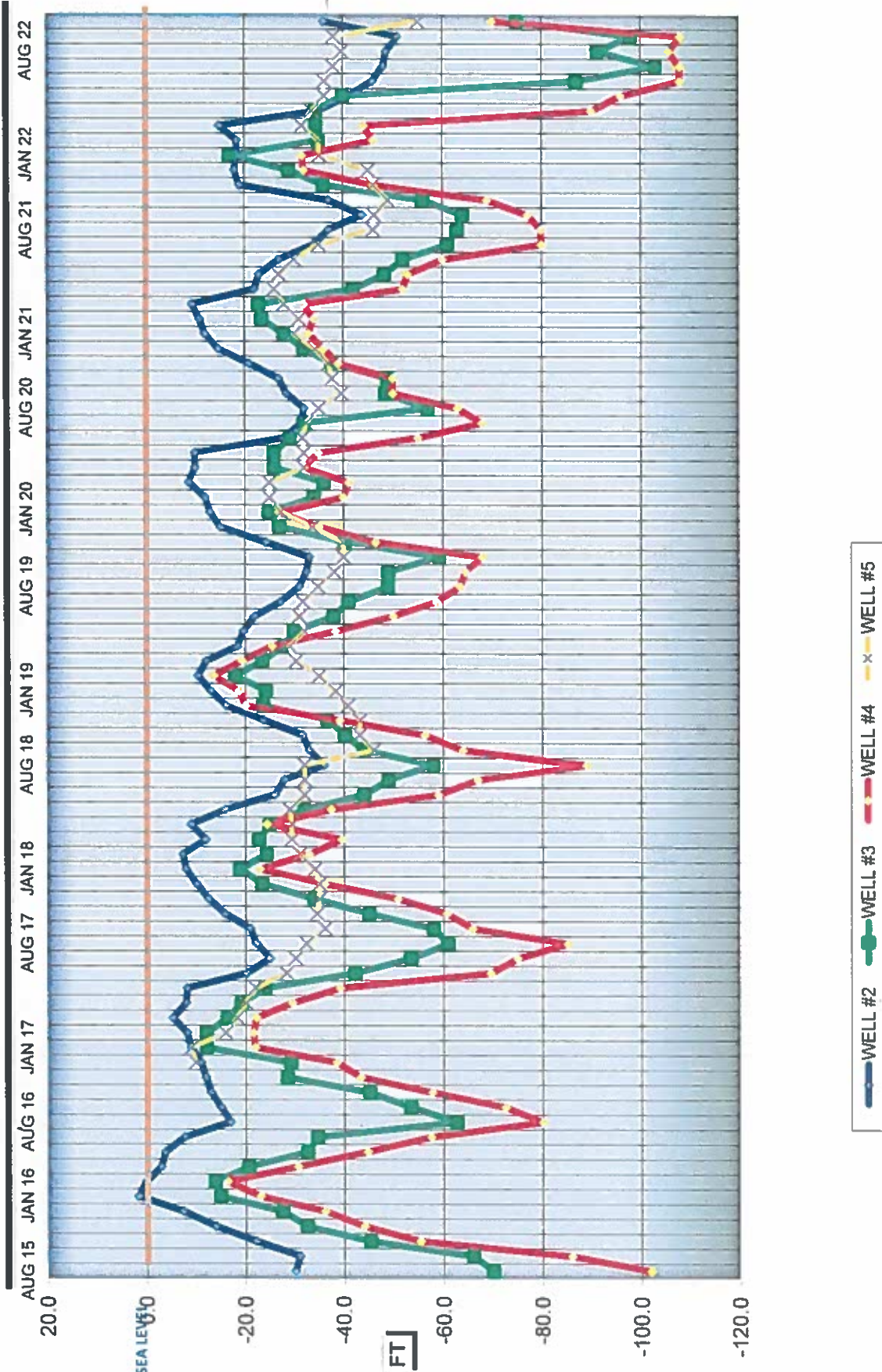
Justification for Professional and Technical Services

- Firm is a highly recognized authority in a field or specialty, or has unique and/or specific knowledge regarding project. (Explain below)
Construction of the large landmark sign requires special expertise, skills, tools, etc. that Signs by Van possesses.
- Firm has satisfactorily performed the previous stage of a project or has acquired extensive background and working knowledge relevant to the project. (Explain below)
- Other (eg. pilot or experimental) Provide explanation.

General Manager : PRINT NAME Eric Tynan

SIGN _____ Date: 9/12/22

CASTROVILLE WELL LEVELS 2015-2022



Action Plan

Castroville Community Services District Asset Management and Maintenance Projects

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Murat Bozkurt, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
Discussion of the Asset Management and Maintenance Projects (4) – bidding assistance only + CM/Inspection as needed 1. Castroville North Water Services 2. Well #4 Pump Conversion 3. Water Gate Valve Replacements 4. Sewer Lift Station Generator Replacements	MNS implementing various phases of work	RE	On-going
Castroville North Water Services includes 28 Laterals. Jay Johnson construction scheduled with County paving project.	Final inspection	ET/mB	On-going

Well #5 Motor, heat tolerant motor to be installed by Majora Bros.	District to have Majora	ET	Completed July 2022
New Pump Submersible at Well #4, converting from Oil to Water lubrication. Majora to provide a proposal, \$68k	District Board approval	ET	Completed September 2022
New Pump at Well #4	District to manage Majora	ET	October 2022
Group of Seven Water Valves	MNS/District to review bid	MB	September 2022
Four Water Valve Projects	MNS to review bid	MB	September 2022
Summary Spreadsheet of projects	MNS to prepare a summary sheet	MB	October 2022
Replace Two Generators, 20+/- week lead time. Castroville Boulevard and Via Linda. Sized smaller, no air board permit required. Jeff Mitchem. Sites will require permitting. Monterey Bay Air Quality Permit, under 50 hp, not required permit.	MNS to work on generator procurement	MB	October 2022
Next Meeting: 10/17/22 1:30 pm			



**GRANT WRITING EXPENSE SUMMARY THROUGH AUGUST 2022
CASTROVILLE COMMUNITY SERVICES DISTRICT**

PROJECT NUMBER	PROJECT NAME	PROJECT MANAGER	CONTRACT AMOUNT	AMOUNT BILLED
DICVL210495.00	Grant Writing for Small Community Funding-Washington St. Sewer (ONGOING)	G. Jaquez	\$21,688.00	\$12,552.50
DICVL200738.04	SCDR Grant Writing for Well 6 (COMPLETE)	G. Jaquez	\$7,420.00	\$13,798.75
DICVL150120.00	Grant Writing Services (COMPLETE)	P. Greenway	\$10,000.00	\$12,802.50
TOTALS			\$39,108.00	\$39,153.75

Action Plan

Castroville Community Services District

Moss Landing Sewer

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Murat Bozkurt, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
Grant Project Elements Discussion, project admin, per, 30%, 60% ROW, environ, \$500k	MNS is working on the 30% Design	MNS	Completed June 30, 2022
ISMND for Sewer	MNS to send comments to Rincon	NP	September 2022
AB52 letters/emails	District to send	ET	September 2022

Schedule: PER draft to 9/30/21 Final PER 02/28/22 30% Design: 6/30/22 60% Design: 9/30/22 Environ: 8/31/22 ROW: 9/30/22 Const Appl: 8/31/23	MNS finishing up 60% design, environmental underway	NP	October 2022
Review Grant Opportunities for funding next phase. Construction Grant Application for CWSRF is part of the grant.	MNS to prepare construction grant application following 60% completion	GJ	November 2022
Preparing submittal of final 60% Design package	NP to prepare package	NP	October 2022
\$10k agreement for ROW will be converted to indicate no money and up to three connections in the future.	District to send to Ortega	ET	September 2022
Next Meeting: 10/17/22, 1:30 pm			

Action Plan

Castroville Community Services District

Washington Bypass

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Ryuun Ernst, MNS Engineers, Inc.

Murat Bozkurt, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
State Water Resources Control Board, SRF set aside for small, disadvantaged communities. Small Community Clean Water, Waste Water Funding Program	State requested full application for \$3.5M projects.	GJ	Mid-July 2022
SRF has indicated they will fund as a grant. Prior to funding, the State has requested completion of an environmental package.	MNS to forward Environmental Proposal to District	NP	Completed May 2022
MNS to provide a design, ROW, CM proposal. Associated ROW, GJ doing grants,	MNS to forward Proposal to District	NP	Completed July 2022

Discussion about notification to property owners prior to environmental document.	District mobile home park owner, Sal. , local property owner(farmer)	District	September 2022
Permits are required due to jurisdictional wetlands. Three permits from three Federal Agencies.	District indicated hold	Hold	hold
Once environmental is completed, complete the application for the next phase	MNS to submit the funding application	MNS	Spring 2023
Environmental Schedule: ISMND in January 2023 Application for Final Design and Construction: Spring 2023 Summer/Fall 2023: Begin Final Design and Permits and ROW acquisition process. Summer 2024: Construction	Environmental work underway	MNS	January 2023
Next Meeting: 10/17/22, 1:30 pm			

Action Plan

Castroville Community Services District Emergency Deep Aquifer Supply and Storage Tank Project

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.


Paul Greenway, G7ei Inc.

Murat Bozhut, MNS Engineers, Inc.

Greg Jaquez, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
Project Elements Discussion, IRWM Grant, #270k for Design/Env/ \$125K Const phase. Water Resources Agency, Alex Henson is lead for Grant. CCSD is a sub-recipient	30% Design submitted to the District	MNS	Draft 30% completed May 2022
Planning / Design / Engineering / Environmental Documentation, 30% design document and Design Build document.	MNS currently working on 30% design	MNS	Draft 30% completed May 2022

	MNS to continue developing site plan	NP	Draft 30% completed May 2022
<p>Gray area's above indicate paved areas. Discussion of DI located in the NW corner. Bid documents will include DI</p>	MNS to continue developing site plan	NP	Draft 30% completed May 2022
<p>ROW: Land being acquired from adjacent property owner. Expected purchase in October. Land Use advisory committee. Then to Planning Commission. Planning Commission Approved lot line adjustment. Fence and grading on property taking.</p>	District to finish purchase of the land. Copy of the appraisal and final deed. Signature authority of GM to Chicago Title.	ET	August 2022 update
<p>Title Company requirements: ROW resolution of GM authority, name change</p>	District to pass a resolution	ET	October
<p>SCDR, up to \$9m has been funded. 55 applications are ahead. Until all applications. First come first serve. Partial funding is a possibility. Project cannot take longer than 2 years, June 2024 cutoff date. MNS submitted on behalf of District and State acknowledge receipt. Potential State Budget for new infusion of funding.</p>	MNS to check back with DWR	GJ	October 2022
<p>MNS spoke with DWR staff. An additional \$90M was allocated in the next year budget.</p>	MNS to check back with DWR	GJ	October 2022
<p>SRF Funding would be alternative funding source, plan B. SRF a much more difficult grant process and administration. The next step would be a FFAST application. Bi-Partisan or Infrastructure Investment Jobs Act. The 30% design will make the SRF application more complete.</p>	MNS to prepare a Future Grant Application if SCDR is a "no go"	GJ	Update in November

Plan C, Community Funding Program, SRF money bypassing normal procedure, and obtain a Federal Earmark. Possible with Water Environment Committee. Project is already in the State's program. Requirement: Castroville would already have to have completed application via State's Intended Use Plan.	Potential Future Activity of a Federal Earmark. District to consider this action after August as potential Plan C	ET	Potential start activity in November 2022
Meeting with Mike Burke and Martin Feeney, hydrogeologist. Discussion of draft feasibility report and finishing the feasibility report.	Eric to request final feasibility report	ET	Completed
Discussion of pilot hole with Martin/Mike. Martin recommended pilot hole.	Eric discussed with Martin Feeney	ET	Completed June 2022
Schedule: a Project Administration 09/01/2020 to 01/31/2025 b Land Purchase / Easement 06/01/2019 to 08/31/2022 c Planning / Design / Engineering / Environmental Documentation 09/01/2020 to 08/31/2022 d Construction / Implementation 08/31/2021 to 01/31/2025	MNS currently working on Design Build Documents	MNS	October 2022
Quarter Monitoring Report preparation	First report submitted	On-going	On-going
Geotech Report submittal to MNS. Geotech indicated expansive soils and soil consolidation will need to be addressed in the design. Soils are corrosive.	MNS to including Geotech Report in 30% Design Package	NP	Completed June 2022
Concrete crack on existing foundation will be addressed in the plans and specifications. Remove damaged concrete and replace.	MNS to add to the plans	NP	Completed June 2022

Section 106 outreach packet	Rincon proceeding with sending 106 Outreach	Rincon	On-going
CEQA document to be approved at the Board	District to take to the Board	ET	October 2022
Draft CEQA documents, submitted Notice of Exemption.	NOE to be filled at County Clerk	ET	October 2022
Bridging Documents are procurement documents for the Design Build concept. Kick off meeting with Willy and Eric. Defining the water performance criteria. Checking on casing in the screens, type of stainless, checking performance criteria.	Summary memo with GMP contract and key things to consider	NP/MB	September 2022
Next Meeting: 10/17/22 1:30 pm			



Rincon Consultants, Inc.

2511 Garden Road, Suite C-250
Monterey, California 93940

831 333 0310

info@rinconconsultants.com
www.rinconconsultants.com

August 12, 2022
Project No: 20-10731

Nick Panofsky, PE, Lead Engineer
MNS Engineers, Inc.
811 El Capitan Way, Suite 103
San Luis Obispo, California 93401
Via email: npanofsky@mnsengineers.com

Subject: CEQA Categorical Exemption Memorandum for the Castroville Community Services District Emergency Deep Aquifer Supply and Storage Tank Project

This memorandum provides an analysis to support the determination by the Castroville Community Services District (the District) that the proposed Emergency Deep Aquifer Supply and Storage Tank Project (project or proposed project) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of Title 14 of the California Code of Regulations.

Project Location

The project site is in the unincorporated community of Castroville in northern Monterey County, at the existing site of District Reservoir No. 4 on assessor's parcel number 133-491-047-000 near 11360 Commercial Parkway. The site has a Monterey County General Plan land use designation of Industrial in the Castroville Community Plan.¹ The project site is located approximately 500 feet east of Commercial Parkway, 0.4 mile east of State Route (SR) 183, 0.8 mile south of SR 156, and 3.6 miles east of the Pacific Ocean. Surrounding land uses include commercial uses to the north and south; a vacant, undeveloped lot to the west; and agricultural land to the east. The site is approximately 0.8 acre in area and currently contains a 630,000-gallon water storage tank, water piping and appurtenances, booster pumps, and electrical equipment. The site would be accessible from Commercial Parkway through the parking lot of the 11360 Commercial Parkway property immediately south of the site. Figure 1 shows the project site's regional context, and Figure 2 shows the project site at a local scale.

Project Background

The District, a special district formed in 1952 under the County Water District Act, provides water, sewer, stormwater, and street maintenance services to the Castroville community.² The District generates approximately 800 acre-feet of water annually, and serves approximately 2,000 residential, commercial, and industrial connections.

¹ Monterey, County of. 2007. Monterey County General Plan – Castroville Community Plan. <https://www.co.monterey.ca.us/home/showpublisheddocument/37899/636371078063730000> (accessed April 2022).

² Castroville Community Services District. 2022. About the District. <http://www.castrovillecsd.org/> (accessed April 2022).

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Monterey
168 West Alisal Street, 1st Floor
Salinas, CA 93901

From: (Public Agency): Castroville Community Services District
11497 Geil Street
Castroville, CA 95012
(Address)

Project Title: Emergency Deep Aquifer Supply and Storage Tank Project

Project Applicant: Castroville Community Services District

Project Location - Specific:
APN 133-491-047-000 near 11360 Commercial Parkway, Castroville, CA

Project Location - City: n/a Project Location - County: Monterey

Description of Nature, Purpose and Beneficiaries of Project:
The purpose of the proposed project is to improve water supply reliability in the Castroville community to meet the demands of existing and previously planned development. The project would involve demolition of existing on-site facilities and construction of the following project components:
- Deep Aquifer groundwater well with a depth of 1,400 feet;
- Water treatment facilities for iron, manganese, and potentially arsenic;
- 630,000-gallon, welded-steel water storage tank; and
- Additional improvements to ensure all project components function as a system, and development of a municipal facility

Name of Public Agency Approving Project: Castroville Community Services District

Name of Person or Agency Carrying Out Project: Castroville Community Services District

- Exempt Status: (check one):
[] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[] Categorical Exemption. State type and section number: Section 15303 - New Construction or Conversion of Small Structures
[] Statutory Exemptions. State code number:

Reasons why project is exempt:
The proposed project would include the construction and operation of a groundwater pump, water treatment equipment, and a water tank, and associated minor infrastructure improvements at an existing District site. The total footprint of all project elements would be relatively small (approximately 0.8 acre) and would be consistent with existing infrastructure at the project site. Therefore, the Class 3 exemption is applicable.

Lead Agency
Contact Person: Eric Tynan, GM Area Code/Telephone/Extension: 831-633-2560

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Action Plan

Castroville Community Services District

Overhead Sign at Highway 183

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Murat Bozkurt, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
State Requested Traffic Control Plan. MNS prepared Traffic control plan and submitted to the District.	MNS to submit Traffic Control Plan to District	NP	Completed May 2022
State Requested a Storm Water Control Plan. Design detail being requested and then MNS to review with Caltrans.	MNS to submit Storm Water Control Plan to District	NP	Completed May 2022
Traffic Control Plan and Storm Water Control Plan require approval by the State	District to send Traffic Control Plan and Stormwater Control Plan to the State for Approval	ET	Completed May 2022

State issued a coop agreement draft for the District to review.	District to review and negotiate with State	ET	Completed June 2022
Signs by Van submitted invoice to District. Discussion of challenges with Signs by Van invoicing.	MNS working with Signs by Van	MB	On-going
District Resolution for Sole Source language included in contract approval	District to include in resolution approving contract with Signs by Van	ET	October 2022
Drafted a PMP. Next steps to apply for the Encroachment permit. Murat working on the contract between District and Signs by Van.	MNS to continue PMP, contract, encroachment permit	MB	October 2022
Next Meeting: 10/17/22 1:30 pm			

Action Plan

Castroville Community Services District

Cypress Alley Sewer Relocation

Meeting: September 26, 2022

Meeting Attendees:

Eric Tynan, General Manager, CCSD

Nick Panofsky, MNS Engineers, Inc.

Paul Greenway, G7ei Inc.

Murat Bozkurt, MNS Engineers, Inc.

Prepared By: Paul Greenway

Description	Action Item	Responsible	Status/Date
Cypress Alley has a routine blockage problems causing challenges for the District.	District to contact M1W for coordination	ET	Completed
District contacted Monterey One Water to determine if cost of lateral could be funded via Monterey One allocation	District to check with Monterey One Water	ET	Completed May 2022
District would fund cost of design and construction of sewer main relocation, Monterey One Water would fund design and construction costs with lateral	District to check with Monterey One Water	ET	Completed May 2022 update

Timing of construction phase will be important. The District may enter into an agreement with Monterey One Water for construction phase of reimbursement for the main installation.	District to enter into agreement with Monterey One Water	ET	On-going
District will request a proposal from MNS for the design fee of Sewer Main relocation after District provides Monterey One Water update	District to check with Monterey One Water before requesting proposal	ET	Pending funding
Laterals have to be reversed. M1W was relying on state of CA funding. Move ahead without individual owners income	M1W is waiting on State funding	ET	Pending funding
Water Main would be funded by the District.	Pending M1W	M1W	TBD
M1W has hired a firm to assist with getting Right of Entries. The District is also assisting with obtaining Right of Entries.	M1W to obtain Right of Entries	M1W	TBD
Next Meeting: 10/26/22 1:30 pm			



CASTROVILLE COMMUNITY SERVICES DISTRICT

GENERAL MANAGER'S REPORT

OCTOBER 18, 2022

❖ Regulatory Compliance

- ❑ Last SWRCB-DDW inspection of water system April 2021
- ❑ No coliform violations, all routine samples negative for September 2022
- ❑ Well #3 Abandoned future desalter use under investigation
- ❑ Approved Bacteriological sampling plan for 2022
- ❑ Submitted DAC status to DWR for reduced annual fees
- ❑ Submitted water reports to 7 large Water system customers 10/10/2022
- ❑ Submitted No-Spill report to State for Castroville, Moss Landing and Moro Cojo
- ❑ Regulatory documentation for CCSD – Zone 3 sewer jetting activities
- ❑ Regulatory documentation for MLCSD – Zone 1 ,2 & 3 sewer jetting activities

❖ Current Projects

- ❑ Implementation grant for \$395,00 Prop 1 funding for new Deep Well, storage tank & reconfigure piping to allow for system fill
- ❑ Response to on-going litigation
- ❑ Researching De-Salter feasibility for Well #3
- ❑ RFP to Replace Well 4 Pump & motor to water lube ASAP
- ❑ RFP for new generators @ Castroville Blvd & Sea Garden lift stations
- ❑ Collaborate with M1W on the Cypress alley replacement project
- ❑
- ❑ Consider collaboration with MCWD on water system tie-in
- ❑ Resolve CalTrans request to re-locate force main on Castroville Blvd
- ❑ Review conflict with District assets and CalTrans improvements on Merritt St
- ❑ Assist M1W with video sewer lateral repair/replacement work (SEP)
- ❑ Lupe Ibarra reduced total door hangers from 88 past due notices to 30
- ❑ Oversee grant funding and design of new overhead sign from CalTrans
- ❑ Negotiate purchase cost for Lift Station #1 easement
- ❑ Grant proposal to SWRCB for new Castroville water supply for \$2.8 million

- Review MNS Grant writing proposals for Washing BP, Moss Landing sewer system, Well#6, Desalter and Cypress Alley
- Zone 1-Castroville Serwer Operations, see report in Board packet
- Zone 2-Moro Cojo Sewer Operations, see report in Board packet
- Zone 3- Moss Landing Sewer Operations, see report in Board packet
- Initiated water lateral replacement program with County

❖ **Completed Projects**

- Roberto and crew swapped out leaking jetter tank after getting free replacement
- Secured \$3.5million in funding for construction of Washington sewer by-pass line
- NCR&PD to finish installing "No dump- spills to Bay" at all storm drain inlets
- Resolved Employee OT issues and review Employee Handbook
- 60% design completed for Washington BP
- 60% Design for Moss Landing Sewer Rehab
- Review/assist CalTrans Castroville/Merritt St Beautification Project
- Installed new well pump @ Well #5
- Located old water connections for replacement before County proceeds with street rehab on south side of town
- Located old connections for replacement before County proceeds with street rehab on north side of town
- Planning well site #4 modifications for filling storage tanks from distribution system & additional 600,000-gallon water tank

Upcoming Projects

- Additional lateral @ south side of town
- Initiated water lateral replacement program with County

- street rehab on north side of town
- Tie-in to MPWSP Desal water line(on-hold)
- Before new rain need to follow up with M1W re: Smoke tested Struve Rd sewer system w/RCAC – found 7 cross connections and reported to M1W Source control- need to follow up with M1W Source control 7/18/22
- Review projects going out to bid in 2022/2023 budget
- Replace well#4 motor & pump with water lube assembly
- New sewer mains to replace Cypress Alley sewer main
- Design and secure funding for New Deep Well#6
- Pig #1 & #2 force mains in Moss Landing
- Consider costs for Castroville Oaks project for street & sewer service
- Investigate possible Well #7 location
- Inspect depressions in street for sewer repair
- "Action" meetings for Grant Projects

❖ **Meetings/Seminars (attended)**

- ❑ Discussion with inter-tie pipeline with MCWD
- ❑ MCWD Board meeting to discuss Mutual Aid Agreement
- ❑ ACWA water issues & tours M1 & MCWD tours Cosme, Ron & Eric
- ❑ ACWA water issues in Monterey Cosme, Ron & Eric
- ❑ Senator Laird stopped in to discuss water issues
- ❑ Monterey Bay Water Works Association Board Meeting
- ❑ Met with EJ Staff from Coastal Commission to fairness to DAC Castroville
- ❑ Enforce Water-Waste Ord for any water leaving property
- ❑ Meeting with M1W Source control to resolve I & I issues on Sandholt Rd
- ❑ 180'-400 Aquifer- Advisory Committee-Ron & Eric
- ❑ DAC ongoing engagement with SVGWB-GSA
- ❑ Cal Trans-Multiple meetings/ conversations re: Overhead Sign, Ped Ove-pass & Community engagement & approves \$417,000 in funding for Overhead sign
- ❑ Sea Water Intrusion Working Group Advisory -SWIG-Committee
- ❑ Monterey 1 Water- various Board meetings- Ron and Eric
- ❑ Sea Water Intrusion Working Group (SWIG-TAC) Tech Advisory Committee
- ❑ SVGWBGSA- 180'400' Committee-Ron & Eric
- ❑ IRWM Committee meeting
- ❑ Met with Water Solutions Group re" North County-180'/400' water issues

❖ **Meetings/Seminars (upcoming)**

- ❑ Meeting of the MCWRA- TAC -Advisory Comm. on Deep Wells-Eric
- ❑ Moss Landing Chamber meeting
- ❑ Various safety classes
- ❑ Clean & Dirty Water Managers - Water & Wastewater General Managers group
- ❑ Moss Landing Community Plan Update
- ❑ Monterey 1 Water- various Board meetings-
- ❑ Sea Water Intrusion Group Advisory meeting- SWIG-Eric
- ❑ Sea Water Intrusion Group Advisory -TAC meeting-
- ❑ 180'-400 Aquifer- Advisory Committee-Ron & Eric
- ❑ Quarterly Water Managers meeting
- ❑ MPWMD Board meetings
- ❑ Quarterly Clean & Dirty Water Managers meeting
- ❑ Water Forum @ Board of Supervisors
- ❑ SVGWB GSA Deep Aquifer study meeting
- ❑ Quarterly Special District Managers meeting

❖ **Improvements/Ideas/Suggestions**

- ❑ Install "For fire use only- all others will be fined" on all fire hydrants
- ❑ Pressure wash and weed maintenance on fire hydrants
- ❑ Collaborate with County Public Works to replace infrastructure prior to road rehab in roads south of Hwy 156 in Castroville



CASTROVILLE COMMUNITY SERVICES DISTRICT

OPERATIONS REPORT September 2022

Maintenance:

- Jetting Truck Water Storage Tank Replacement.
- Cover the Front Desk as Necessary.
- Video Sewer Line – Palmer St.
- 11165 Seymor St. – Replace 1.5" Lateral.
- Check and Clean Storm Drain Basins.
- Moro Cojo – Electrical Braker Cover was Replaced.
- 26th – Station 1 – Troubleshoot Pump # 1.
- Rayland – Well # 2 – Booster Pump 3 Installation Plan.
- 11161 Height St. – Curb Stop was Replaced, and New Box was Installed.
- Caltrans Project - Locate and Mark Utilities.
- Inspect and Update Water Meter Boxes Records.

Weekly

- Rounds – Well sites (Check water softeners, Chlorine Generator, tanks, pumps, etc.)
- Mark water and sewer lines (USA's) as necessary.
- Exercise Valves.
- Respond to e-mails.
- Rounds - Lift stations (Check fluids, oil, alarms, floats, etc.)
- Jetting. (Castroville, Moro Cojo, Moss Landing).
- Water samples (Bacteria).
- Mapping reports.
- Office grounds keeping.
- Wash and clean trucks.
- Lift stations grounds keeping.
- Maintain Cartegraph records updated.
- Take Garbage and recycle out.

Monthly

- Run Generators.
- Water Loss Report.
- Read and re-read meters.
- Deliver 72 hrs. notices.
- Replace registers.
- Reset logs on tablet for Lift Stations.
- Reset logs on hand-held for Well sites.
- Fire Hydrants readings.
- Troubleshoot computers, printer, Internet.
- Water Well level bubblers readings.

Work Orders:

- a) Fireline - Turn on Service - 1
- b) 7 Day Disconnect Notice – 32
- c) Final Bill Read Meter – 7
- d) Miscellaneous – 1
- e) Turn on Service - 4
- f) Padlock Srvc, No Tenant – 4
- g) Reconnect - 2
- h) Reg – 7
- i) Sht - 2

TOTAL WORK ORDERS – 60

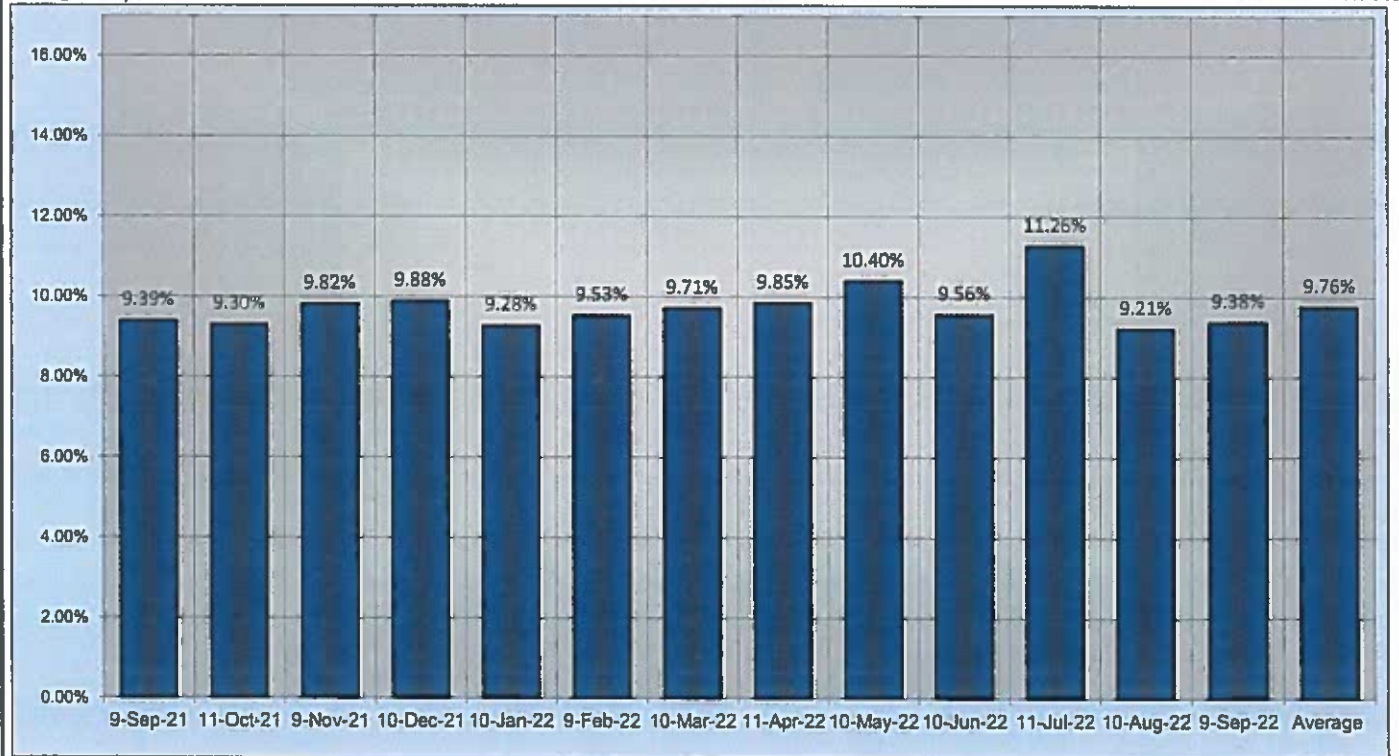


Castroville Community Services District



Percent Water Loss Monthly & Yearly

Month	Well #5 Gal.	Site 2 Well Gal.	Site 3 Well Gal.	Site 4 Well Gal.	Totals	Totals	miscellaneous	Unaccounted
					Water Pumped	Water Sold		Water %
9-Sep-21	4658882	5398000	0	13738000	23794882	21122675	Hydrant meters 26704 Jetting & Flushing 18k Leaks, Hydrant 62k, FD 2k Softner 2k	9.39%
11-Oct-21	4823159	6268000	0	13860000	24951159	22392741	Hydrant meters 21817 Jetting & Flushing 14k Leaks, Hydrant 0k, FD 2k Softner 2k	9.30%
9-Nov-21	5165056	5544000	0	10208000	20917056	18756257	Hydrant meters 2700 Jetting & Flushing 40k Leaks, Hydrant 30k, FD 2k Softner 2k	9.82%
10-Dec-21	3510735	4286000	0	10960000	18756735	16847959	Hydrant meters 22700 Jetting & Flushing 11k Leaks, Hydrant 12k, FD 2k Softner 2k	9.88%
10-Jan-22	2788399	3574000	0	9016000	15378399	13819995	Hydrant meters 22114 Jetting & Flushing 17k Leaks, Hydrant 40k, FD 2k Softner 2k	9.28%
9-Feb-22	3298704	3789000	0	9089000	16176704	14535106	Hydrant meters 24000 Jetting & Flushing 24k Leaks, Hydrant 20k, FD 2k Softner 2k	9.53%
10-Mar-22	2480315	3043000	-6000	11277000	16794315	15120237	Hydrant meters 23K Jetting & Flushing 12k Leaks, Hydrant 4k, FD 2k Softner 2k	9.71%
11-Apr-22	2293480	2371000	0	15165000	19829480	17735013	Hydrant meters 103K Jetting & Flushing 9k Leaks, Hydrant 30k, FD 2k Softner 2k	9.85%
10-May-22	3284628	3425000	0	13860000	20569628	18182347	Hydrant meters 206K Jetting & Flushing 53k Leaks, Hydrant 0k, FD 2k Softner 2k	10.40%
10-Jun-22	3142023	7839000	3000	12399000	23383023	20845847	Hydrant meters 279K Jetting & Flushing 18k Leaks, Hydrant 0k, FD 2k Softner 2k	9.56%
11-Jul-22	2332658	8155000	0	15976000	24463658	21388312	Hydrant meters 281K Jetting & Flushing 35 5k Leaks, Hydrant 0k, FD 2k Softner 2k	11.26%
10-Aug-22	3715135	3969000	0	16156000	23840135	21365496	Hydrant meters 222K Jetting & Flushing 18k Leaks, Hydrant 40k, FD 2k Softner 2k	9.21%
9-Sep-22	3632381	4007000	0	16513000	24152381	21569320	Hydrant meters 277K Jetting & Flushing 10k Leaks, Hydrant 20k, FD 2k Softner 2k	9.38%
Average								9.76%



CASTROVILLE COMMUNITY SERVICES DISTRICT



CASTROVILLE - ZONE 1 MONTHLY O&M REPORT

SEPTEMBER 2022

❖ LIFT STATION #5 Del Monte

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022

❖ LIFT STATION #6 @ Sea Garden

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022

❖ **LIFT STATION #7 @ Via Linda**

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 8/22/2022

❖ **JETTING ACTIVITIES**

- ❑ Total jetted approx. 9446 feet

❖ **OTHER MATTERS**

- ❑ Responded to 18 Underground Alert marking requests
- ❑ Submitted no-spill report to SWRCB on 10-1-2022
- ❑ Cleaning and inspecting storm drains in October and February 2022

❖ **Improvements/CIP/Suggestions**

- ❑ Confirm that storm drain inlets are clean & Marked- "DO NOT DUMP, FLOWS TO BAY"



Castroville

SEPTEMBER 2022 JETTING

10/6/2022



ID	Material	Length	Street	Downstream MH	Upstream MH
10600Axtell	6" Clay	255	Axtell St.	MH 15.4	CO 15.6
10600Haight	6" Clay	375	Haight St.	MH 15.3	MH 15.32
10600Seymour	6" Clay	245	Seymour St.	MH 14.1	CO 14.3
10700Axtell	6" Clay	350	Crane St.	MH 15.4	MH 15.5
10700Haight	6" Clay	364	Haight St.	MH 15.2	MH 15.3
10700Seymour	6" Clay	138	Seymour St.	MH 14.1	CO 14.2
10800Axtell	6" Clay	360	Axtell St.	MH 15.73	MH 15.71
10800Davis	6" Clay	242	Davis St.	MH 15.74	CO 15.74
10800Geil	18" Clay	353	Geil St.	MH 15	MH 16
10800Haight	6" Clay	300	Haight St.	MH 15.72	CO 15.72
10800Haight/B	6" Clay	155	Haight St.	MH 15.2	CO15.21
10800Seymour	6" Clay	230	Seymour St.	MH 15.1	CO 15.1
10900Axtell	6" Clay	240	Axtell St.	MH 15.7	CO 15.8
11000Geil	18" PVC	361	Geil St.	MH 17	MH 18
11200Poole	6" Clay	352	Poole St.	MH 17	MH 16.2
11300Crane	6" Clay	339	Crane St.	MH 15	MH 15.1
11300Main	6" Clay	400	Main St.	MH 21	MH 21.1
11300Pool	SDR35 6"	339	Poole St.	MH 17	MH 17.1
11400Crane	6" Clay	352	Crane St.	MH 15.1	MH 15.2
11400Main	6" Clay	380	Main St.	MH 21.1	MH 21.2
11400Preston	6" Clay	160	Preston St.	MH 15.3	CO 15.31
11500Crane	6" Clay	190	Crane St.	MH 15.2	CO15.2

11500Preston	6" Clay	352	Preston St.	MH 15.3	MH 15.4
11550Crane	PSM SDR35 8"	300	Crane St.	MH 15.72	MH 15.73
11600Crane/Alley	6" Clay	230	Crane St.	MH 15.51	CO 15.50
11600Crane/new	6" Clay	261	Crane St.	MH 15.73	MH 15.74
11600Crane/old	6" Clay	175	Crane St.	MH 15.5j	MH 15.51
11600Rico	6" Clay	70	Rico St.	MH 15.71	MH 15.7
11700Crane	6" Clay	195	Crane St.	MH 15.74	MH 15.75
11700Crane/Alley	6" Clay	145	Crane St.	MH 15.75	CO 22.4
11700Preston	6" PSM SDR35	297		MH15.42	CO15.42
11700Rico	PSM SDR35 6"	292	Rico St.	MH 15.78	MH 15.79
11750Crane	6" Clay	220	Crane St.	MH 15.75	MH 15.76
11800Rico	PSM SDR35 8"	232	Rico St.	MH 15.77	MH 15.78
11900Rico	PSM SDR35 8"	97	Rico St.	MH 15.76	MH 15.77
Axtell.Lift station.to.Preston	PSM SDR35 6"	100	Axtell St.	MH15.42	
	TOTAL	9446			

CASTROVILLE COMMUNITY SERVICES DISTRICT



MORO COJO - ZONE 2 MONTHLY O&M REPORT SEPTEMBER 2022

❖ LIFT STATION @ CASTROVILLE BLVD

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ LIFT STATION @ COMPO DE CASA

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ **JETTING ACTIVITIES**

- ❑ Jetted sewer lines btwn MH #54 to-CO #54
- ❑ Jetted sewer lines btwn MH #54 to-MH #54.11
- ❑ Jetted sewer lines btwn MH #54.1 to-MH #54.10
- ❑ Jetted sewer lines btwn MH #58 to-MH #58.1

- ❑ Total jetted approx.734 feet

❖ **OTHER MATTERS**

- ❑ Responded to 1 Underground Alert marking requests
- ❑ Cleaned and weed-whacked Is site
- ❑ SWRCB-Reported "no-spill" 10/1/2022
- ❑ Schedule cleaning of EQ Basins in Dec 2020
- ❑ Performed inspection of all storm drains in November 2021
- ❑ Mowing Scheduled-June 2022-completed

❖ **Improvements/CIP/Suggestions**

- ❑ Confirm that storm drain interceptors are clear
- ❑ Detention ponds are clean & fence secured



Moro Cojo
SEPTEMBER 2022 JETTING

10/7/2022



ID	Material	Length	Street	Downstream MH	Upstream MH
6inSabino	PSM SDR35 6"	112	Sabino Dr.	MH 54.2	CO 54.20
6inSabino Dr	PSM SDR35 6"	58	Sabino Dr.	MH 54.1	MH 54.11
6inSabinoDr	PSM SDR35 6"	112.6	Sabino Dr.	MH 54.1	MH 54.2
8inSabinoDr	8" PVC	132.6	Sabino Dr.	MH 54.1	CO 54.10
Campo De Casa3	8" PVC	319	Campo De Casa Dr	MH 58	MH 58.1
		TOTAL	734.2		

CASTROVILLE COMMUNITY SERVICES DISTRICT



MOSS LANDING (ZONE 3) MONTHLY O&M REPORT

SEPTEMBER 2022

❖ LIFT STATION # 1 (Struve Rd)

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ LIFT STATION #2 (Hwy 1 @ Pottery barn)

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ **LIFT STATION #3 (in front of Phil's fish market)**

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ **LIFT STATION #4 (Potrero Rd)**

- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/1/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/8/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/14/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/22/2022
- ❑ Did pump-down, alarm check, and general inspection of Lift Station 9/29/2022

❖ **JETTING ACTIVITIES**

- ❑ Jetted sewer lines btwn MH #42 to-MH 44
- ❑ Jetted sewer lines btwn MH #44 to-MH #45
- ❑ Jetted sewer lines btwn MH #45 to-MH #46
- ❑ Jetted sewer lines btwn MH #47 to-MH #48
- ❑ Total jetted approx. 2,084 feet

❖ **OTHER MATTERS**

- ❑ Responded to 4 Underground Alert marking requests
- ❑ Completed 60 design for sewer rehab
- ❑ Implementing \$500,000 grant from DWR to initiate Moss Landing sewer system improvements and upgrades
- ❑ Finalizing grant application for \$2.8 Million for upgrades and repair of sewer system
- ❑ Perform Bi-annual inspection of grease traps at various facilities in and March 2022 and November 2022
- ❑ Emailed notice of "no spill" to CIWQS 10/1/2022

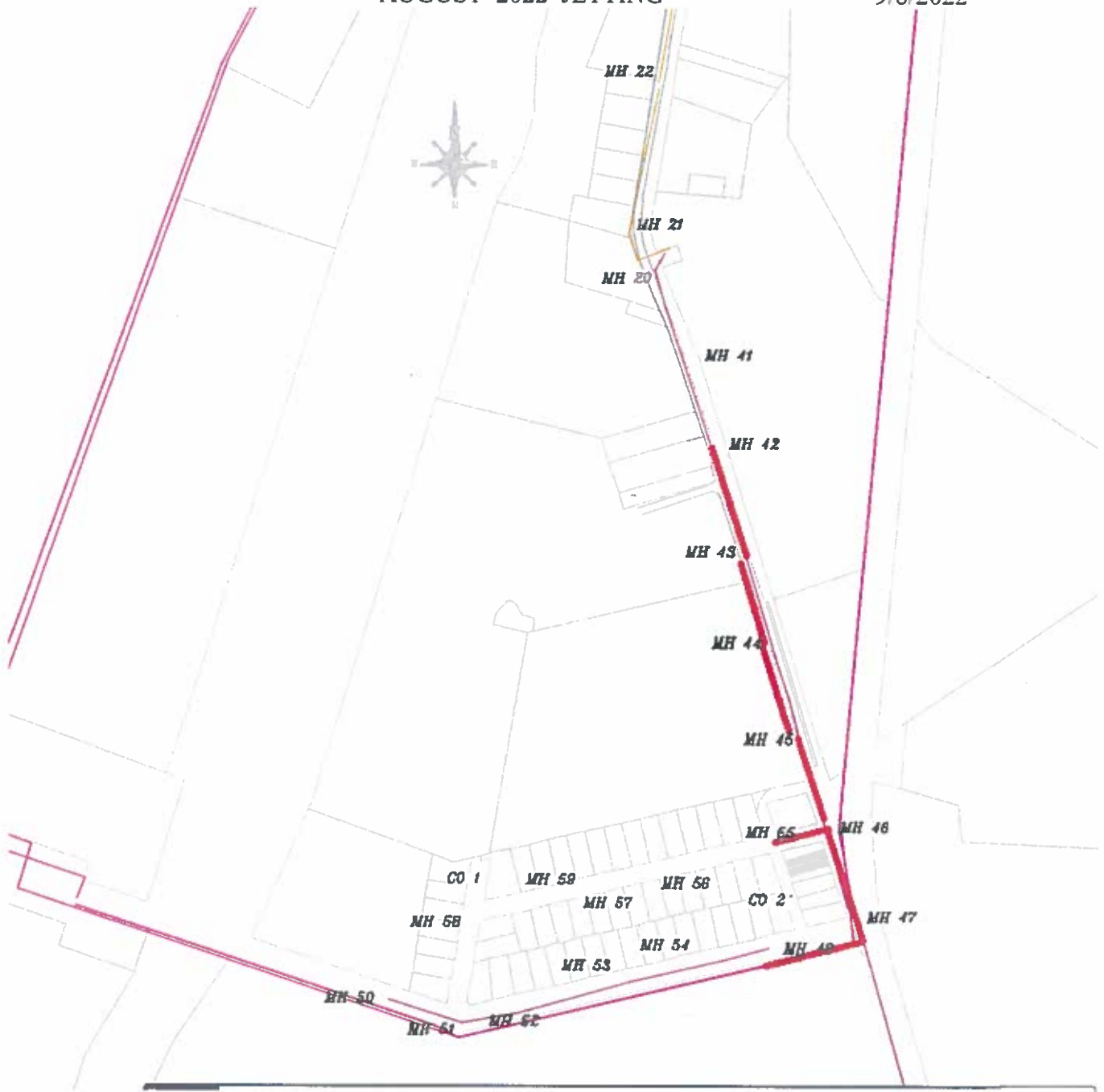
❖ **Improvements/CIP/Suggestions**

- ❑ Consider options for Elkhorn Bridge Force Main replacement
- ❑ Schedule pigging of Station #1 & Station #2 force mains



Moss Landing AUGUST 2022 JETTING

9/8/2022



ID	Material	Length	Street	Downstream MH	Upstream MH
MH43>MH42	8" Clay	355	Soundholt Rd.	MH42 ML	MH43 ML
MH44.5>MH45	PSM SDR35 8"	320	Soundholt Rd.	MH44 ML	MH45 ML
MH44>MH43	8" Clay	305	Soundholt Rd.	MH43 ML	MH44 ML
MH45>MH44.5	PSM SDR35 6"			MH44.5 ML	MH45 ML
MH46>MH45	8" Clay	330	Soundholt Rd.	MH45 ML	MH46 ML
MH47>MH46	8" Clay	300	Soundholt Rd.	MH46 ML	MH47 ML
MH48>MH47	PSM SDR35 8"	290	Soundholt Rd.	MH47 ML	MH48 ML
MH55>MH46	8" Clay	184	Soundholt Rd.	MH46 ML	MH55 ML
TOTAL		2084			

CASTROVILLE COMMUNITY SERVICES DISTRICT Accounts Receivable - Summary

From: 9/1/2022 Through: 9/30/2022

Limited to : Balance
\$64,026.25

Charge	Minimum	Average	Consumption	Bills	Total
FIRELINE Charge	\$6,077.45	\$22.00	1,010.00 Cubic Ft	71	\$6,099.45
SURCHARGE Charge	\$11,445.50	\$0.00	0.00	132	\$11,445.50
WATER Charge	\$42,161.70	\$62,683.83	2,875,399.00 Cubic Ft	1,431	\$104,845.53
WATER CMPND Charge	\$0.00	\$156.74	7,190.00 Cubic Ft	1	\$156.74
Total Charge	\$59,684.65	\$62,862.57			\$122,547.22

Delinquency	Amount
FIRELINE Penalty	\$0.00
WATER Penalty	\$0.00
Total Delinquency	\$0.00

Deposit Applied	Amount
WATER Charge	\$(291.34)
WATER Open Credit	\$(8.66)
Total Deposit Applied	\$(300.00)

NSF Fee	Amount
WATER NSF Fee	\$32.00
Total NSF Fee	\$32.00

Open Applied	Amount
FIRELINE Payment Open Credit	\$98.29
WATER Payment Open Credit	\$5,201.48
Total Open Applied	\$5,299.77

Open Payment	Amount
FIRELINE Charge(Payment Open Credit)	\$(109.94)
SURCHARGE Charge(Payment Open Credit)	\$(457.92)
WATER Charge(Payment Open Credit)	\$(4,677.33)
WATER Service Order Fee(Payment Open Credit)	\$(54.58)
Total Open Payment	\$(5,299.77)

Payment	Amount
FIRELINE Charge	\$(6,402.82)

\$179,890.65
 \$179,792.36
 \$167,442.30
 \$72,378.64
 \$72,196.52
 \$72,172.52
 \$66,486.66
 \$66,062.24

FIRELINE NSF Fee \$(12.00)
 FIRELINE Open Credit \$(98.29)
 SURCHARGE Charge \$(12,350.06)
 WATER Charge \$(95,063.66)
 WATER CMPND Charge \$(182.12)
 WATER NSF Fee \$(24.00)
 WATER Open Credit \$(5,685.86)
 WATER Service Order Fee \$(424.42)
 Total Payment \$(120,243.23)

Payment Reversal	Amount
FIRELINE Charge	\$196.58
FIRELINE NSF Fee	\$12.00
WATER Charge	\$308.89
WATER NSF Fee	\$12.00
WATER Service Order Fee	\$40.00
Total Payment Reversal	<u>\$569.47</u>

\$66,258.82
 \$66,270.82
 \$66,579.71
 \$66,591.71
 \$66,631.71

Refund	Amount
WATER Open Credit	\$8.66
Total Refund	<u>\$8.66</u>

\$66,640.37

Service Order Fee	Amount
WATER Service Order Fee	\$380.00
Total Service Order Fee	<u>\$380.00</u>

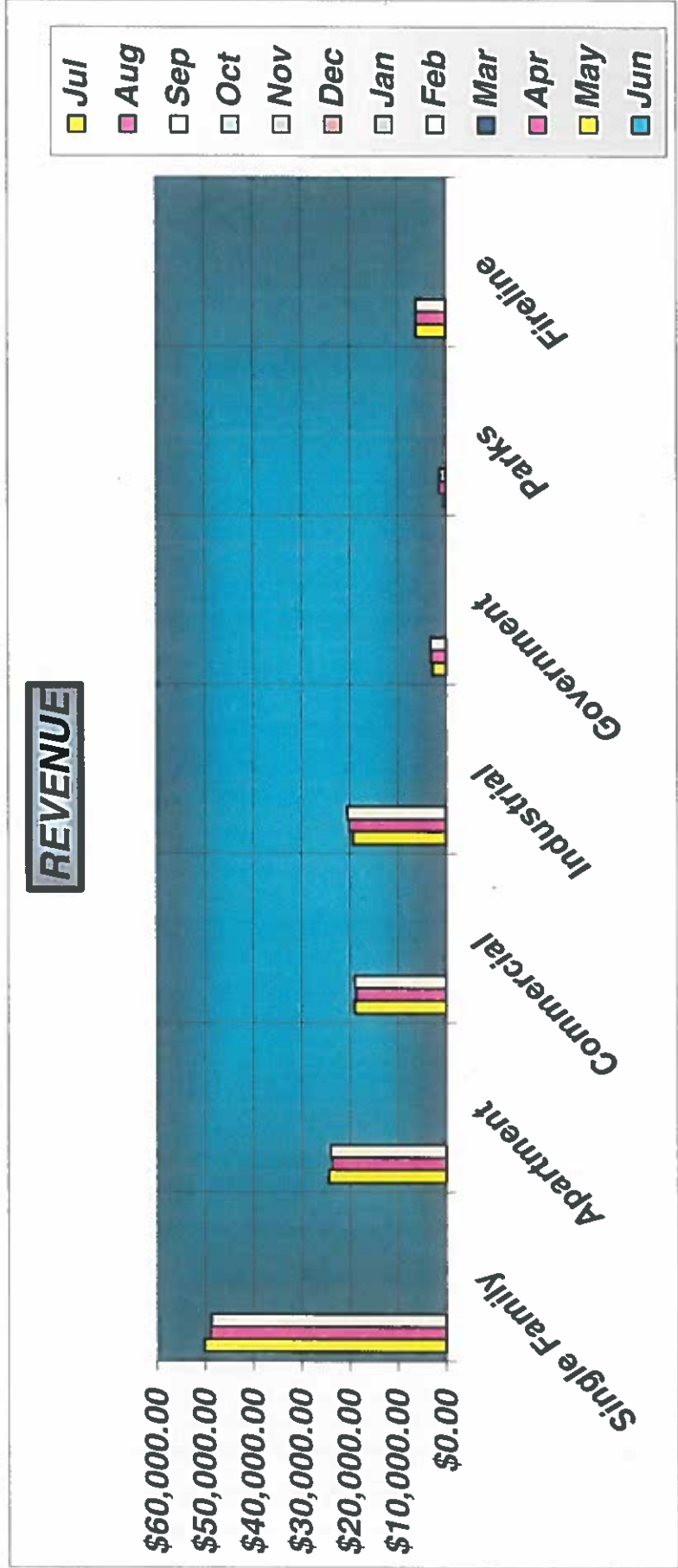
\$67,020.37

Closing Balance:

\$67,020.37

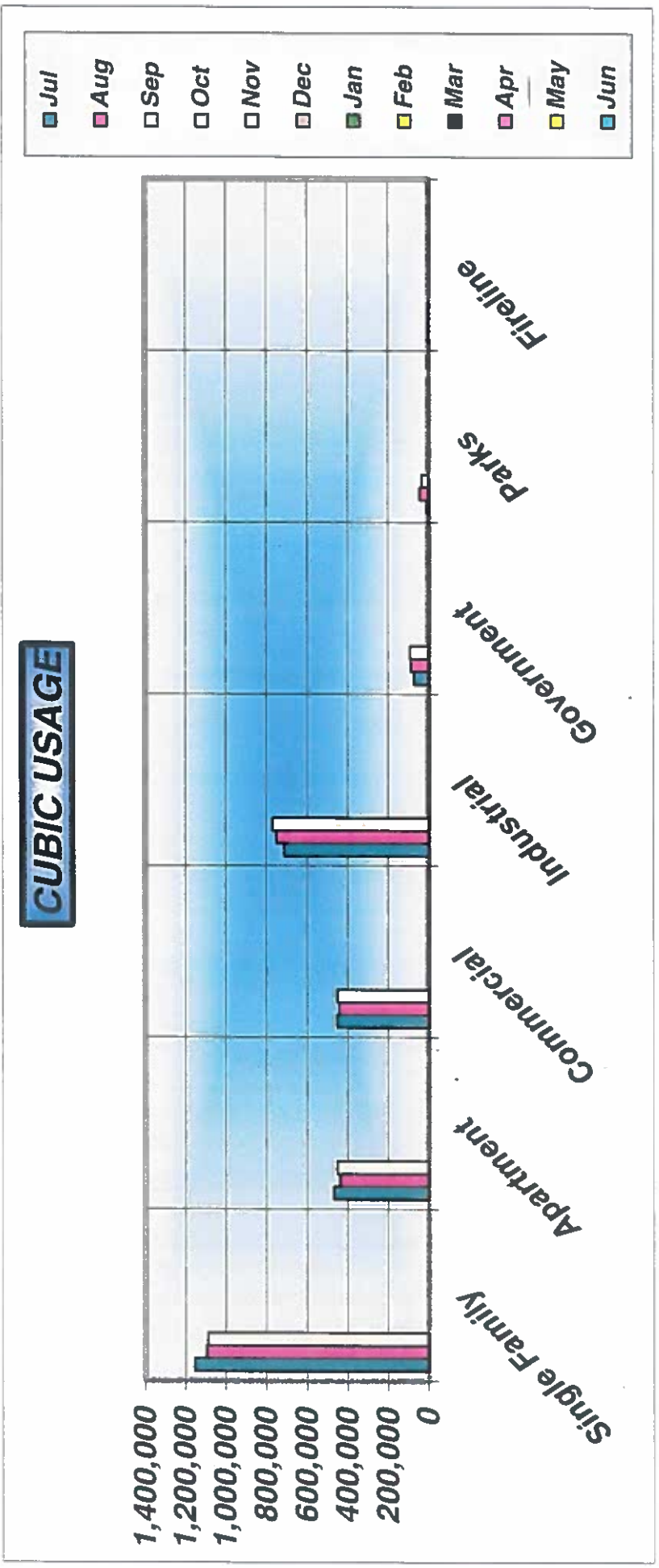
Annual Water Revenue By Classification 2022-2023

	Single Family	Apartment	Commercial	Industrial	Government	Parks	Fireline	Totals
Jul	\$50,142.23	\$24,319.13	\$18,891.52	\$19,273.74	\$2,723.15	\$588.41	\$6,100.49	\$122,038.67
Aug	\$48,940.52	\$23,646.73	\$18,714.39	\$20,123.45	\$3,063.74	\$1,375.20	\$6,096.66	\$121,960.69
Sep	\$48,724.72	\$23,961.43	\$18,901.36	\$20,517.48	\$3,171.84	\$1,170.94	\$6,099.45	\$122,547.22
Oct								
Nov								
Dec								
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Totals	\$147,807.47	\$71,927.29	\$56,507.27	\$59,914.67	\$8,958.73	\$3,134.55	\$18,296.60	\$366,546.58



Annual Water Usage By Classification 2022-2023

	Single Family	Apartment	Commercial	Industrial	Government	Parks	Fireline	Totals
Jul	1,153,634	467,879	450,313	711,344	70,572	4,601	1,057	2,859,400
Aug	1,097,162	438,908	442,188	750,322	86,195	40,693	882	2,856,350
Sep	1,089,682	451,271	450,763	768,396	91,154	31,323	1,010	2,883,599
Oct								
Nov								
Dec								
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Totals	3,340,478	1,358,058	1,343,264	2,230,062	247,921	76,617	2,949	8,599,349





PMIA/LAIF Performance Report as of 10/06/22



PMIA Average Monthly Effective Yields⁽¹⁾

September	1.513
August	1.276
July	1.090

Quarterly Performance Quarter Ended 06/30/22

LAIF Apportionment Rate ⁽²⁾ :	0.75
LAIF Earnings Ratio ⁽²⁾ :	0.00002057622201151
LAIF Fair Value Factor ⁽¹⁾ :	0.987125414
PMIA Daily ⁽¹⁾ :	0.99%
PMIA Quarter to Date ⁽¹⁾ :	0.69%
PMIA Average Life ⁽¹⁾ :	311

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 08/31/22 \$229.3 billion

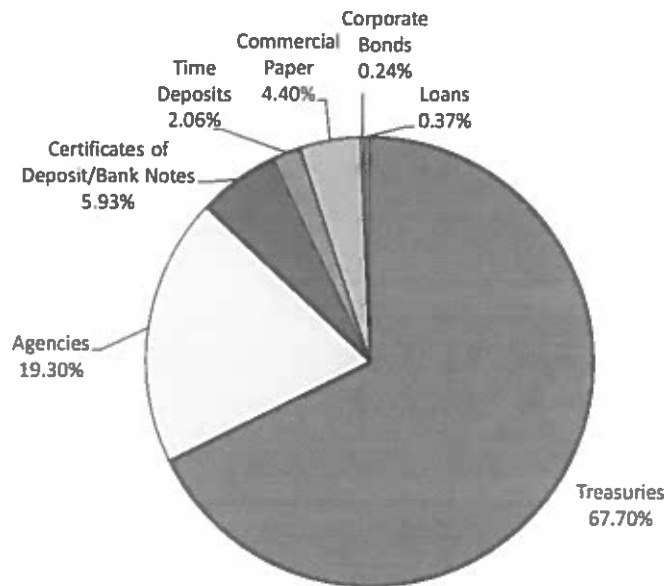


Chart does not include \$4,017,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

- ⁽¹⁾ State of California, Office of the Treasurer
- ⁽²⁾ State of California, Office of the Controller

**CASTROVILLE COMMUNITY SERVICES DISTRICT
INTERNAL REPORT**

Receipts, Disbursements, and Bank Balances as of September 30, 2022

Ending balance as of August 31, 2022 \$14,378,384.26

CHASE BANK, GENERAL FUND - Revenue and Expenses

Beginning Balance	418,114.87
Water Receipts	120,460.17
Water-Sewer Miscellaneous Receipts	2,926.57
M1W Sanitation Fees-June 2022	29,666.47
Returned& NSF Checks	(569.47)
Bank Fees	(86.75)
Expenses (Checks Written)	(187,711.42)
Ending Balance for General Fund	<u>382,800.44</u>

CHASE BANK, CUSTOMER DEPOSIT FUND

Beginning Balance	66,015.77
New Deposits (opened accounts)	240.00
Deposits Returned or Applied to Accounts	(1,300.00)
Ending Balance for Customer Deposit Fund	<u>64,955.77</u>

LAIF FUND

Beginning Balance	11,082,003.81
Quarterly Interest Earned	0.00
Ending Balance LAIF	<u>11,082,003.81</u>

CAMP FUND

Beginning Balance Sewer (Zone 1) Capital Improve Account	121,326.95
Monthly Interest Earned	260.63
Ending Balance Camp Federal Security Account	<u>121,587.58</u>
Beginning Balance Sewer (Zone 1) Reserves Account	240,026.20
Monthly Interest Earned	515.62
Ending Balance CAMP Federal Security Account	<u>240,541.82</u>

CaITRUST-INVESTMENT

Beginning Balance Sewer (Zone 1) Medium-Term Account	2,450,896.66
Income Distribution	3,659.72
Unrealized Gain (Loss)	(34,977.19)
Ending Balance CaITRUST	<u>2,419,579.19</u>

New Balance as of September 30, 2022

14,311,468.61



Castroville Community Services District

List of Checks for September 2022

Date	Number	Name	Memo	Amount
General Fund Checking				
9/8/2022	1317	Aramark	Operators Uniforms, Restroom & Mats	\$ 317.38
9/8/2022	1318	AT&T	Monthly Telephone Services	\$ 437.03
9/8/2022	1319	California Water Service Company	Water Meters in Zone 2 Lift Stations	\$ 36.18
9/8/2022	1320	Carte Graph	Software Domain & 3 Users	\$ 2,561.27
9/8/2022	1321	Core & Main LP	Parts & Supplies	\$ 232.24
9/8/2022	1322	CWEA	Orozco-Collection 1 Certification	\$ 95.00
9/8/2022	1323	Eudoxio Orozco Jr	Monthly Cellular Phone Expense	\$ 40.00
9/8/2022	1324	Exxon Mobile	Fuel for Vehicles	\$ 864.55
9/8/2022	1325	ICONIX Waterworks(US) Inc	Parts & Supplies	\$ 275.84
9/8/2022	1326	Jonathan Varela-Exp	Monthly Cellular Phone Expense	\$ 135.00
9/8/2022	1327	Lidia Santos - Exp	Monthly Cellular Phone Expense	\$ 40.00
9/8/2022	1328	Linde Gas & Equipment.Inc	Supplies for Well Sites	\$ 111.80
9/8/2022	1329	Monterey Bay Analytical Services	Monthly Water Testing Fees	\$ 388.00
9/8/2022	1330	Noland Hamerly Etienne Hoss	Legal Fees	\$ 319.00
9/8/2022	1331	Principal Life Group	Employees Monthly Life Insurance	\$ 111.06
9/8/2022	1332	Salinas Armature and Motor Works	Parts & Supplies	\$ 90.00
9/8/2022	1333	U.S Postal Service (CMRS-FP)	2nd Qrt Postage for Meter	\$ 2,400.00
9/8/2022	1334	Cardmember Service	Lidia: Bank Deposit Slips	\$ 68.60
		continued	GM & Lead Operator Cell Phones	\$ 152.68
		continued	Monthly Modem for SCADA	\$ 30.02
9/8/2022	1335	WM Corporate Services Inc	Garbage Disposal Fees	\$ 64.66
	1336-			
9/8/2022	1341	District Employees'	Bi-Weekly Net Payroll	\$ 14,187.71
9/8/2022	1342	VALIC	Bi-Weekly Deferred Comp	\$ 2,165.00
9/8/2022	1	Electronic Federal Tax Payment	Bi-Weekly Payroll Taxes	\$ 6,583.60
9/8/2022	2	EDD	Bi-Weekly Payroll Taxes	\$ 1,215.33
9/8/2022	3	PERS -Employees' Contribution	Bi-Weekly Retirement Benefits	\$ 1,562.04
9/8/2022	4	PERS-Employer Contribution	Bi-Weekly Retirement Benefits	\$ 2,090.71
9/8/2022	5	CalPERS	Employees Health Benefits	\$ 15,271.19
			Region 5 Event and Desal Tour:	
9/22/2022	1343	ACWA	Stefani, Padilla & Tynan	\$ 300.00
9/22/2022	1344	ACWA JPIA	Employees Dental, Vision & EAP	\$ 1,031.08
9/22/2022	1345	Buckels-Smith Electric Co.	VFD Drive-BP #3 Well Site #2	\$ 2,561.81
9/22/2022	1346	Castroville Auto Pars	Parts & Supplies	\$ 74.80
9/22/2022	1347	Castroville Hardware	Parts & Supplies	\$ 188.89
9/22/2022	1348	Castroville Tire & Rim	Vehicle Repair & Alignment	\$ 115.00
9/22/2022	1349	Core & Main LP	Parts & Supplies	\$ 364.06
9/22/2022	1350	J Johnson & Company Inc.	North Service Replacement Project	\$ 93,156.31
9/22/2022	1351	Linde Gas & Equipment Inc	Supplies for Well Sites	\$ 440.63
9/22/2022	1352	Macias Gini & O'Connell LLP	GASB 68 Accounting Fees	\$ 2,500.00
9/22/2022	1353	Pacific Gas Electric	Steel Garage	\$ 33.94
		continued	Moss Landing Zone 3 Lift Stations	\$ 1,048.49
		continued	Zone 1 & 2 Lift Stations	\$ 1,205.40
9/22/2022	1354	Rylan Utegaard	Software Upgrade for Messaging	\$ 3,587.24
9/22/2022	1355	SDRMA	Annual Workers Comp Reconciliation	\$ 1,096.40
9/22/2022	1356	Zoom Imaging	Monthly Main Contract & Copy Fees	\$ 140.71
	1357-			
9/22/2022	1363	District Employees'	Bi-Weekly Net Payroll	\$ 14,117.53

A

Date	Number	Name	Memo	Amount
9/22/2022	1358	Void	Void	\$ -
9/22/2022	1364	VALIC	Bi-Weekly Deferred Comp	\$ 2,165.00
9/22/2022	1	Electronic Federal Tax Payment	Bi-Weekly Payroll Taxes	\$ 6,585.38
9/22/2022	1	EDD	Bi-Weekly Payroll Taxes	\$ 1,226.36
9/22/2022	1	PERS -Employees' Contribution	Bi-Weekly Retirement Benefits	\$ 1,562.04
9/22/2022	1	PERS-Employer Contribution	Bi-Weekly Retirement Benefits	\$ 2,090.71
9/22/2022	1365	Adriana Melgoza	09/21/2021 Board Meeting	\$ 91.25
9/22/2022	1366	Cosme Padilla	09/21/2021 Board Meeting	\$ 91.25
9/22/2022	1367	Ronald J. Stefani	09/21/2021 Board Meeting	\$ 91.25
Total General Fund - Checking				\$ 187,711.42
Customer Deposit Fund				
9/30/2022	91	Ricardo Flores	Deposit Refund	\$ 8.66
9/30/2022	92	Castroville CSD	September Closure's	\$ 291.34
Total Customer Deposit Fund				\$ 300.00

Calendar for Year 2022 (United States)

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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February						
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March						
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April						
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May						
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July						
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August						
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September						
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November						
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December						
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Holidays:		
Jan 1 New Year's Day	Jun 20 'Juneteenth' day off	Nov 24 Thanksgiving Day
Jan 17 Martin Luther King Jr. Day	Jul 4 Independence Day	Dec 25 Christmas Day
Feb 21 Presidents' Day	Sep 5 Labor Day	Dec 26 'Christmas Day' day off
May 30 Memorial Day	Oct 10 Columbus Day	
Jun 19 Juneteenth	Nov 11 Veterans Day	

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