



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**BOARD OF DIRECTORS
MEETING AGENDA**

OCTOBER 4, 2023
8:00 A.M.

ADMINISTRATION BUILDING
1500 SOUTHSIDE DRIVE
GILROY, CA 95020

1500 Southside Drive
Gilroy, California 95020
Telephone (408) 848-0480
Facsimile (408) 842-0873
scrwamail@ci.gilroy.ca.us
www.cityofgilroy.org

CHAIR:
Rene Spring, Morgan Hill

VICE CHAIR:
Dion Bracco, Gilroy

BOARD MEMBERS:
Marie Blankley, Gilroy
Fred M. Tovar, M.Ed., Gilroy
Yvonne Martinez Beltran, Morgan Hill

SECRETARY:
Saeid Vaziry, P.E.

SCRWA MANAGER:
Jimmy Forbis, Gilroy

COMMENTS BY THE PUBLIC WILL BE TAKEN ON ANY AGENDA ITEM BEFORE ACTION IS TAKEN BY THE SCRWA BOARD OF DIRECTORS. Persons speaking on any matter are asked to state their name and address for the record. Public testimony is subject to reasonable regulations, including but not limited to time restrictions on particular issues and for each individual speaker.

All matters listed under Consent Calendar are considered by Board of Directors to be routine and will be enacted by a single motion. There will be no separate discussion of these items unless a request is made by a member of the public, a Board Member or Staff prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARING will be heard when the presiding officer calls for comments from those persons who are in support of or in opposition thereto. After persons have spoken, the hearing is closed and brought to Board level for discussion and action. There is no further comment permitted from the audience unless requested by the Board.

In compliance with the Americans with Disabilities Act, SCRWA will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Secretary to the Joint Powers Authority at (408) 848-0480 at least 48 hours prior to the hearing for accommodations. Please ask for assistance at the Secretary's desk PRIOR to the start of the meeting or during a break in the meeting.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the Board of Directors at, or prior to, the public hearing.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9(b)(1) if a point has been reached where, in the opinion of the legislative body of the Joint Powers Authority on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the Joint Powers Authority.

Meeting Schedule: The Joint Powers Authority meets regularly on the first Wednesday of each quarter, at 8:00 a.m. If a holiday should fall on the regular meeting date, the meeting will be rescheduled to the following Wednesday.

Wednesday, October 4, 2023, 8:00 A.M.

I. Call to Order

- A. Certification of Posting of the Agenda
- B. Roll Call

II. Consent Calendar (by Motion)

- A. Approval of Minutes of the June 7, 2023, meeting (copies)
- B. Approval of the 2024 SCRWA Board Meeting Schedule (copies)
- C. Approval of Five Agricultural Lease Agreements (copies)
 - 1. Second Amendment to Agreement with San Felipe Farms for Assessor's Parcel No. 841-30-004 containing 141.8 gross acers, approximately 125.1 farmable acers of land.
 - 2. Second Amendment to Agreement with San Felipe Farms for Assessor's Parcel No. 841-30-003 containing 104.4 gross acers, approximately 60 farmable acers of land.
 - 3. Agreement with San Felipe Farms for Assessor's Parcel No. 841-30-007 containing 117.5 gross acers, approximately 20 farmable acers of land.
 - 4. Fourth Amendment to Agreement with B&T Farms for Assessor's Parcel No. 841-28-001 containing 49.1 gross acers, approximately 40 farmable acers of land.
 - 5. Fourth Amendment to Agreement with B&T Farms for Assessor's Parcel No. 841-29-024 containing 66.9 gross acers, approximately 37 farmable acers of land.

III. Presentation by Members of the Public on Items not on the Agenda

IV. Bids and Proposals

V. Old Business

VI. New Business

- A. Approval to Amend SCRWA Bylaws Section 3.01 Changing the Date of the Regular Meetings of the Board and Adoption by Roll Call Vote of Resolution 2023-02 (copies)

VII. Communications

- A. Cash and Investment Report as of June 30, 2023 (copies)

VIII. Report

- A. Jacobs
 - 1. Wastewater Acronyms
 - 2. Plant Reports – May, June, July, and August 2023 (copies)
 - 3. Recap of Expenses – May, June, July, and August 2023 (copies)
 - 4. Septage Report – May, June, July, and August 2023 (copies)
- B. Valley Water
- C. Stantec
 - 1. Engineering Projects Report – October 2023 (copies)
- D. SCRWA Manager
- E. SCRWA Attorney
- F. Board Members

IX. Adjourn



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**BOARD OF DIRECTORS
MEETING MINUTES**

JUNE 7, 2023

1500 Southside Drive
Gilroy, California 95020
Telephone (408) 848-0480
Facsimile (408) 842-0873
scrwamail@ci.gilroy.ca.us
www.cityofgilroy.org

CHAIR:
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Dion Bracco, Gilroy
Yvonne Martinez Beltran, Morgan Hill

SECRETARY:
Saeid Vaziry, P.E.

SCRWA MANAGER:
Jimmy Forbis, Gilroy

MEMBERS PRESENT:

Fred Tovar
Rene Spring
Marie Blankley
Dion Bracco
Yvonne Martinez Beltran

STAFF PRESENT:

Gilroy
Jimmy Forbis
Daryl Jordan
Saeid Vaziry
Harjot Sangha

Morgan Hill
Chris Ghione
Dat Nguyen

VALLEY WATER:

John Varela
Kirsten Struve

I. Call to Order

Director Tovar called the meeting to order at 8:00 A.M.

A. Certification of posting of the agenda

Kerry Edmonds reported the agenda was posted on May 30, 2023 @ 8:08 A.M.

B. Roll Call

All members were present

II. Consent Calendar

A. Approval of minutes of the April 5, 2023 meeting

Motion to approve Consent Calendar moved by Director Bracco, seconded by Director Blankley.

Ayes: Tovar, Spring, Blankley, Bracco, Martinez Beltran

Nays 0, Abstain: 0

Vote: Motion Carried

III. Presentation by members of the public on items not on the agenda

None

IV. Bids and Proposals

None

V. Old Business

A. Harjot Sangha presented Fiscal Years 2024 and 2025 Operating and Capital Improvement Program Budgets

Motion to approve Fiscal Years 2024 and 2025 Operating and Capital Improvement Program Budgets moved by Director Blankley, seconded by Director Bracco.

Ayes: Tovar, Spring, Blankley, Bracco, Martinez Beltran

Nays 0, Abstain: 0

Vote: Motion Carried

VI. New Business

A. Selection of SCRWA Chairperson, Vice Chairperson, and Secretary for Fiscal Year 2023-2024

Motion to appoint Rene Spring as Chairperson, Dion Bracco as Vice-Chairperson and Saeid Vaziry as Secretary for 2023-2024 Fiscal Year moved by Director Blankley, seconded by Director Bracco.

Ayes: Tovar, Spring, Blankley, Bracco, Martinez Beltran

Nays 0, Abstain: 0

Vote: Motion Carried

- B. Saeid Vaziry presented the Twelfth Addendum to Agreement with Jacobs for Continuation of Operational Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025
Motion to approve Twelfth Addendum to Agreement with Jacobs for Continuation of Operational Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025 moved by Director Spring, seconded by Director Martinez Beltran.
Ayes: Tovar, Spring, Blankley, Bracco, Martinez Beltran
Nays 0, Abstain: 0
Vote: Motion Carried
- C. Saeid Vaziry presented the Agreement with Stantec for Continuation of Engineering Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025
Motion to approve Agreement with Stantec for Continuation of Engineering Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025 moved by Director Spring, seconded by Director Martinez Beltran.
Ayes: Tovar, Spring, Blankley, Bracco, Martinez Beltran
Nays 0, Abstain: 0
Vote: Motion Carried

VII. Communications

- A. Cash and Investment Report as of March 31, 2023
Harjot Sangha presented the Cash and Investment Report as of March 31, 2023
Rene asked how safe SCRWA's existing investments are in view of the recent large bank failures.
Harjot is confident that investments are safe at this time.

VIII. Reports

- A. Jacobs
John Edgar reported there were no violations this past quarter. Director Spring asked how all the rain impacted the plant and were there any problems. John was happy to report that everything worked as it should. Saeid Vaziry mentioned some flooding in the farm areas and thanked the board for previously approving equipment that might be needed for these kinds of issues.
- B. Valley Water – Director Varela was in attendance
Director Varela reported California is out of a drought, now the problem is what to do with all the excess water that will result from the snow melt. Central Valley is already experiencing flooding and it will only get worse.
- C. Stantec
Billy Wong reviewed the Engineering Projects Report – June 2023.
- D. SCRWA Manager
Jimmy Forbis brought up site security and Saeid Vaziry updated the Board on the front gate project and future access to the site.

A board member asked if we had a security staff for the plant, Saeid explained that this is a huge plant therefore 1 person is nearly impossible to secure the entire site. We do have a security company monitoring the plant via cameras at an affordable rate and does notify a plant operator if there is a concern.
- E. SCRWA Attorney
Andy Faber mentioned changing the board meeting schedule from July to June due to the budget and officer selection requirements. It will be brought back to the next meeting for vote.

Andy also talked about ongoing litigation in LA at the wastewater treatment facility initiated by the environmental group against the state water board regarding effluent discharge.
- F. Board Members
None

Adjourn

Chairman Spring adjourned the meeting at 8:36 A.M.



Gina Bonnell, Deputy Secretary of the Board
South County Regional Wastewater Authority



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

1500 Southside Drive

Gilroy, California 95020-7042

Telephone (408) 848-0480

Facsimile (408) 842-0873

scrwamail@ci.gilroy.ca.us

DATE: October 4, 2023

TO: Honorable Chairman Spring and Members of the Board

FROM: Jimmy Forbis, Authority Manager

SUBJECT: 2024 SCRWA Board Meeting Schedule

Recommendation

Approve the 2024 SCRWA Board Regular Meeting Schedule.

Executive Summary

The SCRWA typically establishes an annual Board Meeting Schedule to ensure transparent and effective governance. The schedule maintains the SCRWA's established practice of conducting regular Board meetings on predefined dates. Staff has prepared the attached proposed 2024 SCRWA Board Regular Meeting Schedule for January 2024 through January 2025 following the quarterly scheduling pattern approved by Board in prior year. The proposed schedule also reflects the recent desire by the Board to move the July meeting to June so that the Board will meet in the month prior to the commencement of the new fiscal year on July 1. This schedule modification is in view of an approval by the Board on October 4, 2023, to amend SCRWA Bylaws changing the date of the regular July meeting of the Board to June.

Staff is requesting review and approval of the 2024 SCRWA Board Meeting Schedule as attached.

Attachment:

Proposed 2024 SCRWA Board Meeting Schedule



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**BOARD OF DIRECTORS
2024 MEETING SCHEDULE**

1500 Southside Drive
Gilroy, California 95020
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VICE CHAIR:
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BOARD MEMBERS:
Marie Blankley, Gilroy
Yvonne Martinez Beltran, Morgan Hill
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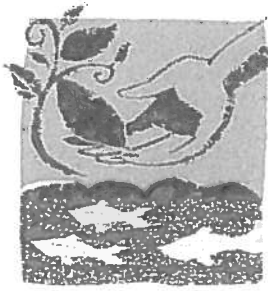
SECRETARY:
Saeid Vaziry, P.E.

SCRWA MANAGER:
Jimmy Forbis, Gilroy

The Joint Powers Authority meets regularly on the first Wednesday of each quarter, at 8:00 a.m. If a holiday should fall on the regular meeting date, the meeting will be rescheduled to the following Wednesday.

Meeting Dates:
January 3, 2024
April 3, 2024
June 5, 2024 ¹
October 2, 2024
January 8, 2025

¹ Subject to the regular meeting amendment ordinance going into effect on October 4, 2023



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WASTEWATER AUTHORITY**

1500 Southside Drive

Gilroy, California 95020-7042

Telephone (408) 848-0480

Facsimile (408) 842-0873

scrwamail@ci.gilroy.ca.us

DATE: October 4, 2023
TO: JIMMY FORBIS, Authority Manager
FROM: SAEID VAZIRY, P.E., Senior Environmental Engineer
SUBJECT: **AGRICULTURAL LEASES**

Recommendation

Staff recommends that the SCRWA Board provide the SCRWA Manager the authority to execute three agricultural leases with San Felipe Farms, LP (SF Farms) for Parcel Nos. 841-30-003, 841-30-004 and 841-30-007, and two agricultural leases with B&T Farms for Parcel Nos. 841-28-001 and 841-29-024.

Summary

The buffer land surrounding the SCRWA facility has been leased to farmers for several years and many use recycled water for their crop irrigation. SF Farms and B&T Farms have been leasing land from SCRWA and have requested an extension of their leases. The agreements will extend the leases for two years. Staff reviewed the terms of the leases and determined that the required payments are appropriate when compared to market rates. The leases have been approved as to form by legal counsel.

Discussion

The terms of leases are summarized as follows:

- B&T Farms Assessor's Parcel No. 841-28-001 contains 49.1 gross acres, approximately 40 farmable acres of land. The proposed lease amends original lease dated December 1, 2014, to extend its term for two years commencing on December 1, 2023, and terminates on November 30, 2025, subject to sooner termination as set forth in the lease. The rent is in the amount of \$13,390 per year, payable in full each year no later than December 31.
- B&T Farms Assessor's Parcel No. 841-29-024 contains 66.9 gross acres, approximately 37 farmable acres of land. The proposed lease amends original lease dated December 1, 2014, to extend its term for two years commencing on December 1, 2023, and terminates on November 30, 2025, subject to sooner termination as set forth in the lease. The rent is in the amount of \$12,050 per year, payable in full each year no later than December 31.
- SF Farms Assessor's Parcel No. 841-30-004 contains 141.8 gross acres, approximately 125.1 farmable acres of land. The proposed lease amends original lease dated September 25, 2019, to extend its term for two years commencing on December 1, 2023, and

terminates on November 30, 2025, subject to sooner termination as set forth in the lease. The rent is in the amount of \$47,600.00 per year, payable in full each year no later than December 31.

- SF Farms Assessor's Parcel No. 841-30-003 contains 104.4 acres, approximately 60 farmable acres of land. The proposed lease amends original lease dated September 25, 2019, to extend its term for two years commencing on December 1, 2023, and terminates on November 30, 2025, subject to sooner termination as set forth in the lease. The rent is in the amount of \$19,500 per year, payable in full each year no later than December 31.
- SF Farms Assessor's Parcel No. 841-30-007 contains 117.5 acres, approximately 20 farmable acres of land. The proposed lease is for two years commencing on December 1, 2023, and terminates on November 30, 2025, subject to sooner termination as set forth in the lease. The rent is in the amount of \$13,000 per year, payable in full each year no later than December 31.

Regarding size of the land, acreage was deducted for the solar system and clauses were added to each lease to ensure that the acreage can be reduced with a proper notification period, if SCRWA needs to repurpose a portion of the parcels. All five leases are provided in the attachment.

Human Resources Impact

There is no human resources impact with this action.

Fiscal Impact

The leases generate revenue for SCRWA. The lease revenue has been incorporated into SCRWA's operating budgets for fiscal years 2024 and 2025.

Attachment:

Agricultural Leases with SF Farms and B&T Farms

SECOND AMENDMENT TO AGRICULTURAL LEASE

This Second Amendment to Agricultural Lease (“Amendment”) is dated for reference purposes on _____, 2023, by and between South County Regional Wastewater Authority, a California Joint Exercise of Powers Authority organized and created pursuant to the law of the State of California (“Landlord”) and San Felipe Farms, L.P., a California limited partnership (“Tenant”) and is made with reference to the following facts:

RECITALS

A. WHEREAS, Landlord is the owner of certain real property located in Santa Clara County, California, identified as portions of Santa Clara County Assessor’s Parcel No. 841-30-004 which real property is depicted on Exhibit “A” attached hereto (the “Premises”). The Premises contains approximately **One Hundred Forty-One and Eighty-Two One-Hundredths (141.82) gross acres (approximately One Hundred Twenty-Five and Fourteen One-Hundredths (125.14) farmable acres) of land.**

B. WHEREAS, Landlord and Tenant desire to amend that certain lease dated September 25, 2019 between Landlord and Tenant for the Premises (“the Lease”) to extend its term under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Effective Date of Amendment. This Amendment shall become effective upon execution of this Amendment by Landlord and Tenant (the “Effective Date”).

2. Term. The term of the Lease is extended for two (2) years commencing on December 1, 2023 (the “Commencement Date”) and shall terminate on November 30, 2025 (the “Expiration Date”), subject to sooner termination as set forth in the Lease.

3. Rent. Tenant shall pay to Landlord for the term stated in Section 2 above, rent in the amount of **Forty-Seven Thousand Six Hundred Dollars (\$47,600.00) per year, payable in full each year no later than December 31, 2023, for the first 12 months of the term and December 31, 2024, for the second 12 months of the term.** Rent shall be paid to Landlord in the form of cash or check, in advance, without deduction, offset, prior notice of demand, at the City of Gilroy, Finance Department, 7551 Rosanna Street, Gilroy, CA 95020.

4. Effect of Amendment. Except to the extent modified by the terms of this Amendment, the terms of the Lease, including the amount of rent due, shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

[Signatures on next page]

Dated: _____

LANDLORD:

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY, a California Joint Exercise of
Powers Authority organized and created pursuant to
the laws of the State of California

By: _____
Jimmy Forbis

Title: South County Regional Wastewater
Authority Manager

ATTEST:

By: _____
Saeid Vaziry

Title: South County Regional Wastewater
Authority Secretary

APPROVED AS TO FORM:

By: _____
Andy Faber

Title: South County Regional Wastewater
Authority Legal Counsel

Dated: Sept. 11th 2023

TENANT:

San Felipe Farms, L.P.

By:  _____
Tim Gillio

Title: Partner



Exhibit A : APN 841-30-004

SECOND AMENDMENT TO AGRICULTURAL LEASE

This Second Amendment to Agricultural Lease (“Amendment”) is dated for reference purposes on _____, 2023, by and between South County Regional Wastewater Authority, a California Joint Exercise of Powers Authority organized and created pursuant to the law of the State of California (“Landlord”) and San Felipe Farms, L.P., a California limited partnership (“Tenant”) and is made with reference to the following facts:

RECITALS

A. WHEREAS, Landlord is the owner of certain real property located in Santa Clara County, California, identified as portions of Santa Clara County Assessor’s Parcel No. 841-30-003 which real property is depicted on Exhibit “A” attached hereto (the “Premises”). The Premises contains approximately **One Hundred Four and Thirty-Nine One-Hundredths (104.39) acres (approximately Sixty (60) farmable acres) of land.**

B. WHEREAS, Landlord and Tenant desire to amend that certain lease dated September 25, 2019 between Landlord and Tenant for the Premises (“the Lease”) to extend its term under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Effective Date of Amendment. This Amendment shall become effective upon execution of this Amendment by Landlord and Tenant (the “Effective Date”).

2. Term. The term of the Lease is extended for two (2) years commencing on December 1, 2023 (the “Commencement Date”) and shall terminate on November 30, 2025 (the “Expiration Date”), subject to sooner termination as set forth in the Lease.

3. Rent. Tenant shall pay to Landlord for the term stated in Section 2 above, rent in the amount of **Nineteen Thousand Five Hundred Dollars (\$19,500.00) per year, payable in full each year no later than December 31, 2023, for the first 12 months of the term and December 31, 2024, for the second 12 months of the term.** Rent shall be paid to Landlord in the form of cash or check, in advance, without deduction, offset, prior notice of demand, at the City of Gilroy, Finance Department, 7351 Rosanna Street, Gilroy, CA 95020.

4. Effect of Amendment. Except to the extent modified by the terms of this Amendment, the terms of the Lease, including the amount of rent due, shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

[Signatures on next page]

Dated: _____

LANDLORD:

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY, a California Joint Exercise of
Powers Authority organized and created pursuant to
the laws of the State of California

By: _____
Jimmy Forbis

Title: South County Regional Wastewater
Authority Manager

ATTEST:

By: _____
Saeid Vaziry

Title: South County Regional Wastewater
Authority Secretary

APPROVED AS TO FORM:

By: _____
Andy Faber

Title: South County Regional Wastewater
Authority Legal Counsel

Dated: 9-7-23

TENANT:

San Felipe Farms, L.P.

By:  _____
Tim Gillio

Title: Partner



Exhibit A : APN 841-30-003

AGRICULTURAL LEASE

This Lease, dated as of _____, 2023, is made by and between the South County Regional Wastewater Authority, a California Joint Exercise of Powers Authority organized and created pursuant to the laws of the State of California ("Landlord") and San Felipe Farms, L.P., a California limited partnership ("Tenant") and is made with reference to the following facts:

A. Landlord is the owner of certain real property located in Santa Clara County, California, identified as Santa Clara County Assessor's Parcel No. 841-30-007 which real property is depicted on Exhibit "A" attached hereto (the "Premises"). The Premises contains approximately One Hundred Seventeen and Fifty-One Hundredths (117.50) acres (approximately Twenty (20) farmable acres) of land.

B. Tenant desires to lease from Landlord, the Premises, on the terms and conditions set forth in this Lease.

THEREFORE, the parties mutually agree and covenant as follows:

1. Term. Subject to this Section below, the term of this Lease shall commence on – December 1, 2023 (the "Commencement Date") and shall terminate on November 30, 2025 (the "Expiration Date"), subject to sooner termination as set forth in this Lease.

2. Rent. Tenant shall pay to Landlord for the term stated in Section 1 above, rent in the amount of Thirteen Thousand Dollars (\$13,000.00) for the term stated, payable in two installments of \$6,500.00 each per year. The first installment of Six Thousand Five Hundred (\$6,500.00) is due on or before December 1 of first year of the lease. The second installment of Six Thousand Five Hundred (\$6,500.00) is due on or before December 1 of second year of the lease. Rent shall be paid to Landlord in the form of check or cash, in advance, without deduction, offset, prior notice or demand, at the City of Gilroy, Finance Department, 7351 Rosanna Street, Gilroy, CA 95020.

3. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid.

To Landlord: South County Regional Wastewater Authority
c/o City of Gilroy, Attn: Purchasing Coordinator
7351 Rosanna Street
Gilroy, California 95020

To Tenant: San Felipe Farms, L.P.
Attn: Tim Gillio
495 Bolsa Road
Gilroy, CA 95020

Either party may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided by this Section.

4. Use. Tenant shall use the Premises only for the planting, growing and harvesting of crops, and for no other purpose. All operations on the Premises shall at all times be conducted in compliance with all applicable statutes, ordinances, laws, rules and regulations, and shall be carried on according to the best agricultural practices in the vicinity, including but not limited to maintenance of the surface of the land to properly maintain the Premises for irrigation and diligent efforts to remove all noxious weeds and rodents and other pests on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose, shall not commit waste thereon, and shall not maintain, commit or permit the maintenance or commission of any nuisance thereon. Tenant shall not apply pesticides, insecticides, fungicides, herbicides or other chemical treatments that will have a residual effect beyond the term of this Lease, except with the prior written consent of Landlord.

5. Maintenance and Repair. Tenant agrees to keep the Premises and all improvements thereon, including but not limited any fences, ditches, wells, pumps, pipes and roadways (to the extent any such improvements exist), on the Premises in good condition, reasonable wear and tear and damage by elements excepted. All repairs necessary to the Premises and said improvements shall be made at Tenant's own expense. If replacement of any wells, pumps, pipelines or other improvements becomes necessary during the term of the Lease, replacement costs will be at Tenant's expense. In no event shall Landlord have any obligation to repair, maintain or replace the Premises or any improvements located thereon.

All utility charges, including but not limited to electrical energy and standby charges for the operation of any pumps serving the Premises, shall be paid by Tenant. The procurement of water necessary for the irrigation of the crops to be grown on the Premises shall be Tenant's responsibility. Such water shall be used only on the Premises and in the performance of Tenant's obligations under the Lease. Tenant shall not export this water to other lands without obtaining Landlord's written consent. Landlord assumes no responsibility to Tenant for any utility or water shortage and assumes no responsibility for and does not warrant the quality or quantity of any water supplied to the Premises.

Tenant shall not make or permit to be made any additions or alterations of the Premises without first obtaining Landlord's written consent. Additions to or alterations of the Premises, except trade fixtures, shall become at once a part of the realty and belong to the Landlord, except that Landlord may require that Tenant remove all such additions and alterations made by Tenant upon expiration or sooner termination of this Lease, which obligation shall survive expiration or termination of this Lease. Tenant shall keep the Premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

6. Subletting and Assignment. Tenant agrees not to assign or transfer this Lease or sublet any portion of said Premises, or allow any other person to use the Premises, either voluntarily or involuntarily, without the consent in writing of Landlord, which consent shall not be unreasonably withheld.

7. Default and Termination. It is further agreed between the parties hereto that all covenants and agreements on the part of Tenant herein mentioned and contained are express

conditions and that time is of the essence of this Agreement. Should Tenant fail or default in the faithful keeping or performance of any of said conditions during the term of this Lease, or fail to promptly pay the rental when due, or abandon, vacate or surrender said Premises, Landlord shall be entitled to pursue all remedies available to Landlord at law or in equity. Without limiting the remedies available to Landlord at law or in equity, Landlord shall have the option to terminate this Lease, or to elect not to terminate Tenant's right to possession, but continue the Lease in effect and collect rent as it becomes due pursuant to the provisions of section 1951.4 of the California Civil Code. In the event, however, that Landlord elects to terminate the Lease, Landlord may recover those damages set forth in section 1951.2 of the California Civil Code, specifically including, without limitation, the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, as set forth in subparagraph (3) of section 1951.2(a) of the California Civil Code.

Tenant agrees to surrender the Premises at the expiration of this Lease, or sooner termination thereof, in good condition and repair, reasonable wear and tear and damage by the elements excepted. Should Tenant holdover after the term with Landlord's consent, such tenancy shall be from month to month only, but otherwise on the same terms and conditions set forth in this Lease.

8. Indemnification and Insurance. Tenant shall defend through counsel approved by Landlord, indemnify and hold harmless Landlord, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, due to any cause, including without limitation bodily injury and property damage, which arises out of or is attributable to the use or occupancy of the Premises or any part thereof, the acts or omissions of Tenant or Tenant's agents, employees, contractors or invitees, Tenant's breach of this Lease, or the use by Tenant of any Hazardous Materials on or about the Premises; except to the extent caused by the willful misconduct or sole negligence of Landlord. Hazardous Materials means any chemical, substance or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk of injury to health or safety, including without limitation, pesticides, insecticides, fungicides, herbicides and petroleum.

Tenant shall obtain and maintain throughout the Term a policy of Commercial General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit for bodily injury and property damage. Such insurance shall specifically insure Tenant's performance of the indemnity, defense and hold harmless agreement contained in this paragraph above, although Tenant's obligations pursuant to this paragraph shall not be limited by the amount of insurance. Such insurance shall be in a company, on forms and with coverage and loss payable clauses satisfactory to Landlord, and a copy of such policies, certified by the insurer to be a true and correct copy of the insurance policy, shall be delivered to Landlord upon execution of this Amendment by Tenant, and a new certified policy shall be delivered at least thirty (30) days before the expiration of the old policy. Such policy shall not be cancelable except after thirty (30) days' prior notice to Landlord, shall name Landlord as an additional insured, shall be primary insurance as respects Landlord and shall contain a cross-liability endorsement. Such policy shall further provide coverage on an occurrence basis and not on a claim made basis.

Tenant shall also obtain and maintain throughout the term Workers' Compensation Insurance as required by law.

Tenant shall comply with all requirements of governmental authorities with regard to the Premises and shall not do anything on or about the Premises which results in an increase in any premium on insurance or the cancellation of insurance carried by Landlord, if any.

9. Condemnation. If a part of the Premises is condemned or acquired for a public use and the remaining part is susceptible of occupation by Tenant, this Lease shall terminate as to the part taken on the date title vests in the acquiring agency. The rent payable under this Lease shall be apportioned in the ratio that the area of the cultivable portion of the Premises not taken bears to the cultivable area of the Premises before such taking. If all or part of the Premises are condemned or acquired for public use during the Term of this Lease, Tenant shall have no right whatsoever to any compensation for the full or partial termination of this Lease or taking of the land or improvements, either under the terms of this Lease or under the Eminent Domain Law of California, except that Tenant shall be entitled to recover from the condemning authority the value of any crop which cannot be harvested on the portion so taken. If the entire or a part of the leased Premises is taken or condemned so that there does not remain a portion capable of occupation by Tenant, this Lease shall terminate on the date title vests in the condemnor.

10. "As Is"; Flooding and Overflow. Tenant accepts the Premises, as well as the improvements thereon and facilities appurtenant thereto, in their present condition, "As Is"; without representation or warranty of any kind. Tenant agrees with, and represents to Landlord, that the Premises have been inspected by it and that Tenant has been assured by means independent of Landlord or Landlord's agents of the truth of all facts material to this Lease, and that the Premises are being leased by Tenant as a result of its inspection and investigation and not as a result of any representations made by Landlord or Landlord's agents. Tenant acknowledges that the Premises is subject to occasional flooding and overflow of waters, and may be subject to various easements granted to the Santa Clara Valley Water District. Tenant accepts the Premises subject to all such conditions. In no event shall Landlord have any liability to Tenant as a result of any flooding or overflow of waters onto any portion of the Premises or the exercise by the Santa Clara Valley Water District of any easement rights it has to any portion of the Premises. In no case shall such circumstances or exercise of rights affect Tenant's obligations under this Lease.

11. Easements and Other Interests. This lease is subject to (a) all existing easements, servitude, licenses and rights-of-way for canals, ditches, levees, roads and highways, telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not; and (b) the rights of other tenants under any existing or future oil, gas and mineral lease or leases from Landlord affecting the entire or any portion of the Premises, whether recorded or not.

12. Taxes and Assessments. Tenant shall pay, prior to delinquency, all personal property taxes or assessments levied upon Tenant's personal property situated in or about the Premises during the term of this Lease. In connection with California Revenue and Taxation Code section 107.6, Landlord advises Tenant and Tenant acknowledges that by entering into this Lease, a possessory interest subject to taxes may be created. Tenant shall pay any such possessory interest taxes which may be levied in connection with this Lease prior to delinquency. At Landlord's request, Tenant shall execute a memorandum of this Lease in a form requested by Landlord for recordation in the Official Records of Santa Clara County, California. If such memorandum is recorded, upon lease termination Tenant shall execute and deliver to Landlord a quitclaim deed, whereby Tenant quit claims all of its right title and interest in and to the Premises to Landlord. On demand, Tenant shall provide to Landlord satisfactory evidence of payment of taxes.

13. Entry by Landlord. Tenant shall permit Landlord or Landlord's agents; representatives, or employees to enter the Premises at all reasonable times to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises. In addition, Landlord shall have the right to conduct tests and surveys on the Premises, including without limitation installation of stakes and monuments in connection with Landlord's survey activities, and Tenant agrees not to disturb any stakes or monuments placed on the Premises by Landlord. Tenant shall pay, on demand, any costs incurred by Landlord as a result of the disturbance of any stakes or monuments on the Premises during the term of this Lease, including without limitation any replacement costs.

14. Consequential Damages. Notwithstanding anything to the contrary contained in this Lease, Landlord shall in no event be liable under any circumstances for any injury or damage to, or interference with Tenant's business, loss of profits or other revenues, loss of business opportunity, loss of goodwill or consequential damages and/or indirect, incidental, exemplary and/or punitive damages of any kind or nature, in each case, however occurring.

15. CASp Inspection. For purposes of California Civil Code Section 1938, Landlord hereby discloses to Tenant that, as of the date first stated above, to Landlord's actual knowledge; the Premises have not undergone inspection by a Certified Access Specialist ("CASp"). Pursuant to California Civil Code Section 1938(e), Landlord hereby further discloses to Tenant the following: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Notwithstanding the foregoing and/or anything to the contrary contained in this Lease, Landlord and Tenant hereby agree and acknowledge that, in the event Tenant desires to obtain a CASp inspection, then:

(x) Tenant shall provide Landlord with no less than twenty (20) business days' prior written notice and, upon receipt of such notice, Landlord shall have the right to, among other things, (i) select the date and time at which such inspection shall occur, and (ii) have one (1) or more representatives present during such inspection.

(y) Tenant hereby agrees and acknowledges that it shall (x) provide Landlord with a copy of any and all findings, reports and/or other materials (collectively, the "CASp Report") provided by the CASp immediately following Tenant's receipt thereof, (y) at all times maintain (and cause to be maintained) the CASp Report and its findings (and any and all other materials related thereto) confidential and (z) pay for the CASp inspection and CASp Report at Tenant's sole cost and expense. If Tenant receives a disability access inspection certificate, as described in subdivision (e) of California Civil Code Section 55.53, in connection with or following any CASp inspection undertaken on behalf, or for the benefit, of Tenant, then Tenant shall cause such certificate to be provided immediately to Landlord.

(z) If the CASp Report identifies any violation(s) of applicable construction-related accessibility standards (“CASp Violation(s)”), Tenant shall immediately provide written notice to Landlord of any and all such CASp Violation(s). In such event, Tenant shall, at Tenant’s sole cost and expense, perform, or cause to be performed, any repairs, modifications and/or other work necessary to correct such the CASp Violation(s) (any such repairs, modifications and/or other work being collectively referred to herein as the “CASp Work”). Tenant shall commence (or cause the commencement of) such CASp Work no later than fifteen (15) business days after Landlord’s receipt of the CASp Report in accordance with the terms and conditions of this Lease. Tenant shall diligently prosecute (or cause to be diligently prosecuted) to completion all such CASp Work in a lien free, good and workmanlike manner, and, upon completion, obtain an updated CASp Report showing that the Premises then comply with all applicable construction-related accessibility standards. Any and all cost and expense associated with the CASp Work and/or the updated CASp Report (which Tenant shall provide to Landlord immediately upon Tenant’s receipt thereof) shall be at Tenant’s sole cost and expense.

Without limiting the generality of the foregoing, Tenant hereby agrees and acknowledges that: (i) Tenant assumes all risk of, and agrees that Landlord shall not be liable for, any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys’ fees) sustained as a result of the Premises not having been inspected by a Certified Access Specialist (CASp); (ii) Tenant’s indemnity obligations set forth in this Lease shall include any and all claims relating to or arising as a result of the Premises not having been inspected by a Certified Access Specialist (CASp); and (iii) Landlord may require, as a condition to its consent to any alterations, additions or improvements, that the same be inspected and certified by a Certified Access Specialist (CASp) (following completion) as meeting all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53.

16. Attorneys’ Fees. Should any litigation be commenced between the parties to this Lease for the enforcement of any rights of either party against the other pursuant to the provisions of this Lease, to interpret the Lease, or by reason of any alleged breach of any of the provisions of this Agreement, the party prevailing in the litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection with the litigation, including without limitation reasonable attorneys’ fees incurred by the prevailing party.

17. Effect on Heirs and Successors. Subject to Section 7 above, this Lease and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Lease.

18. Time of Essence. Time is of the essence of this Lease and of each provision contained within, and each provision is made and declared to be a material, necessary and essential part of this Lease.

19. Amendments to Lease. This Lease may be amended only by a writing signed by the party against whom or against whose successors and assigns enforcement of the change is sought.

20. Effect of Partial Invalidity. If any term or provision of this Lease or any application thereof shall be held invalid or unenforceable, the remainder of this Lease and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable pursuant to this Lease or California law.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California.

22. Waiver. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Lease.

Dated: _____

LANDLORD:

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY, a California Joint Exercise of
Powers Authority organized and created pursuant
to the laws of the State of California

By: _____

Jimmy Forbis

Title: Authority Manager

TENANT:

Dated: 9-7-23

San Felipe Farms, L.P, a California limited partnership

By: _____

Tim Gillio

Title: Partner

ATTEST:

APPROVED AS TO FORM:

By: _____

Saeid Vaziry

Authority Secretary

By: _____

Andy Faber

Authority Legal Counsel



Exhibit A : APN 841-30-007

FOURTH AMENDMENT TO AGRICULTURAL LEASE

This Fourth Amendment to Agricultural Lease ("Amendment") is dated for reference purposes on _____, 2023, by and between South County Regional Wastewater Authority, a California Joint Exercise of Powers Authority organized and created pursuant to the law of the State of California ("Landlord") and B & T Farms ("Tenant") and is made with reference to the following facts:

RECITALS

A. WHEREAS, Landlord is the owner of certain real property located in Santa Clara County, California, identified as portions of Santa Clara County Assessor's Parcel No. 841-28-001 which real property is depicted on Exhibit "A" attached hereto (the "Premises"). The Premises contains approximately **Forty Nine and One Hundred and Two One-Thousandths (49.102) gross acres (approximately Forty (40.00) farmable acres) of land.**

B. WHEREAS, Landlord and Tenant desire to amend that certain lease dated December 1, 2014 between Landlord and Tenant for the Premises ("the Lease") to extend its term under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Effective Date of Amendment. This Amendment shall become effective upon execution of this Amendment by Landlord and Tenant (the "Effective Date").
2. Term. The term of the Lease is extended for two (2) years commencing on December 1, 2023 (the "Commencement Date") and shall terminate on November 30, 2025 (the "Expiration Date"), subject to sooner termination as set forth in the Lease.
3. Rent. Tenant shall pay to Landlord for the term stated in Section 2 above, rent in the amount of **Thirteen Thousand Three Hundred Ninety Dollars (\$13,390) per year, payable in full each year no later than December 31, 2023, for the first 12 months of the term and December 31, 2024, for the second 12 months of the term.** Rent shall be paid to Landlord in the form of cash or check, in advance, without deduction, offset, prior notice of demand, at the City of Gilroy, Finance Department, 7351 Rosanna Street, Gilroy, CA 95020.
4. Effect of Amendment. Except to the extent modified by the terms of this Amendment, the terms of the Lease, including the amount of rent due, shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

[Signatures on next page]

Dated: _____

LANDLORD:

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY, a California Joint Exercise of
Powers Authority organized and created pursuant to
the laws of the State of California

By: _____
Jimmy Forbis

Title: South County Regional Wastewater
Authority Manager

ATTEST:

By: _____
Saeid Vaziry

Title: South County Regional Wastewater
Authority Secretary

APPROVED AS TO FORM:

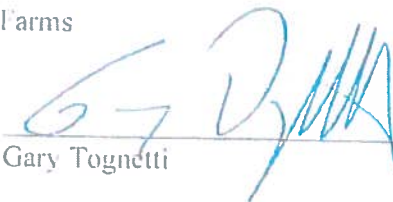
By: _____
Andy Faber

Title: South County Regional Wastewater
Authority Legal Counsel

Dated: 8/31/23

TENANT:

B & T Farms

By:  _____
Gary Tognetti

Title: Partner



Exhibit A : APN 841-28-001

FOURTH AMENDMENT TO AGRICULTURAL LEASE

This Fourth Amendment to Agricultural Lease ("Amendment") is dated for reference purposes on _____, 2023, by and between South County Regional Wastewater Authority, a California Joint Exercise of Powers Authority organized and created pursuant to the law of the State of California ("Landlord") and B & T Farms ("Tenant") and is made with reference to the following facts:

RECITALS

A. WHEREAS, Landlord is the owner of certain real property located in Santa Clara County, California, identified as portions of Santa Clara County Assessor's Parcel No. 841-29-024 which real property is depicted on Exhibit "A" attached hereto (the "Premises"). The Premises contains approximately **Sixty Six and Nine Tenths (66.9) gross acres (approximately Thirty Seven (37.0) farmable acres)** of land.

B. WHEREAS, Landlord and Tenant desire to amend that certain lease dated December 1, 2014 between Landlord and Tenant for the Premises ("the Lease") to extend its term under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Effective Date of Amendment. This Amendment shall become effective upon execution of this Amendment by Landlord and Tenant (the "Effective Date").

2. Term. The term of the Lease is extended for two (2) years commencing on December 1, 2023 (the "Commencement Date") and shall terminate on November 30, 2025 (the "Expiration Date"), subject to sooner termination as set forth in the Lease.

3. Rent. Tenant shall pay to Landlord for the term stated in Section 2 above, rent in the amount of **Twelve Thousand Fifty Dollars (\$12,050) per year, payable in full each year no later than December 31, 2023, for the first 12 months of the term and December 31, 2024, for the second 12 months of the term.** Rent shall be paid to Landlord in the form of cash or check, in advance, without deduction, offset, prior notice of demand, at the City of Gilroy, Finance Department, 7351 Rosanna Street, Gilroy, CA 95020.

4. Effect of Amendment. Except to the extent modified by the terms of this Amendment, the terms of the Lease, including the amount of rent due, shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

[Signatures on next page]

Dated: _____

LANDLORD:

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY, a California Joint Exercise of
Powers Authority organized and created pursuant to
the laws of the State of California

By: _____
Jimmy Forbis

Title: South County Regional Wastewater
Authority Manager

ATTEST:

By: _____
Saeid Vaziry

Title: South County Regional Wastewater
Authority Secretary

APPROVED AS TO FORM:

By: _____
Andy Faber

Title: South County Regional Wastewater
Authority Legal Counsel

Dated: 8/31/23

TENANT:

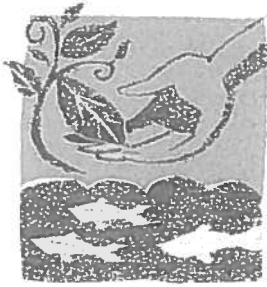
B & T Farms

By: _____
Gary Tognetti

Title: Partner



Exhibit A : APN 841-29-024



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

1500 Southside Drive

Gilroy, California 95020-7042

Telephone (408) 848-0480

Facsimile (408) 842-0873

scrwamail@ci.gilroy.ca.us

DATE: October 4, 2023

TO: Honorable Chairman Spring and Members of the Board

FROM: Jimmy Forbis, Authority Manager

SUBJECT: Approval to Amend SCRWA Bylaws Section 3.01 – Changing the Date of the Regular July Meeting of the Board to June

Recommendation

Staff recommends that the Board of Directors (Board) adopt a resolution establishing a regular June meeting instead of its regular July board meeting.

Discussion

Presently the Board meets the first Wednesday of each calendar quarter. The Joint Powers Authority agreement establishing the South County Regional Wastewater Authority (SCRWA) states that the Board shall meet once a year. According to the SCRWA by-laws, the meeting schedule can be adjusted by a subsequent by-law amendment. Since 2022, the Board has incorporated a quarterly meeting schedule and has revised the dates of regular meetings from time to time. Should it be necessary, special meetings can be scheduled if business items require more immediate attention.

At the Board's last meeting SCRWA Legal Counsel Faber raised the possibility of changing the month that the Board meets for its regular meeting. The Board mentioned perhaps moving the July meeting to June so that the Board will meet in the month prior to the commencement of the new fiscal year on July 1. During its brief discussion the Board indicated a desire to discuss the matter with possible action at a future meeting.

A draft resolution has been prepared for the Board's consideration. Staff respectfully recommends that the Board provide a direction on this matter. The draft resolution may be revised by the Board according to its desires.

Fiscal Impact

There is no fiscal impact associated with this item.

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY AMENDING BYLAWS SECTION 3.01 TO MOVE THE REGULAR JULY MEETING OF THE BOARD TO JUNE

WHEREAS, the Board of Directors of the South County Regional Wastewater Authority has lawfully adopted Bylaws for conduct of the Authority's business; and

WHEREAS, Section 6.01 of the Bylaws provides that the Board of Directors may amend said Bylaws; and

WHEREAS, The Board of Directors now desires to revise the dates of regular meetings established in Section 3.01 of the Bylaws, as the same has been amended from time to time. The purpose of this amendment is to provide for a regular June meeting instead of a regular July meeting so that the Board will meet in the month prior to the commencement of the new fiscal year on July 1.

NOW, THEREFORE, the Board of Directors hereby resolves that Section 3.01 of the Bylaws shall be amended to read as follows:

Section 3.01. Regular Meetings. The regular meetings of the Board shall be held on the first Wednesday of each and every calendar quarter at the hour of 8:00 a.m., except that the meeting that would otherwise be held on the first Wednesday of July shall instead be held on the first Wednesday of June. If any such meeting date falls on a legal holiday in the State of California, the regular meeting shall take place the following Wednesday.

PASSED AND ADOPTED this fourth day of October, 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

APPROVED:

Chairperson

ATTEST:

Kerry Edmonds, Deputy Secretary

**SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY
CASH AND INVESTMENTS REPORT
AS OF 6/30/23**

02-Aug-23

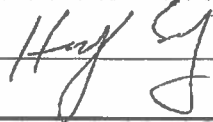
DESCRIPTION	Note	\$	BALANCE AS OF 6/30/23
CASH IN BANK			
WELLS FARGO OPERATING ACCOUNT - SCRWA'S PORTION	1	83,048.50	
TOTAL BANK BALANCE			83,048.50
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND			
SCRWA LAIF		11,341,521.96	
TOTAL LAIF			11,341,521.96
TOTAL LIQUID FUNDS			11,424,570.46
TOTAL SCRWA FUNDS			11,424,570.46

NOTE:

1. Day to day transactions are made through Gilroy's cash account. The balance held in Gilroy's account on behalf of SCRWA should be close to zero at month end, as the majority of funds will be held in the SCRWA LAIF account.
2. With the start of the SCRWA expansion the cash account will be showing a negative balance since all expenses are on a reimbursement basis.

This is to certify that this schedule of investments is in compliance with SCRWA'S investment policy and that there are adequate funds available to meet SCRWA'S budgeted and actual operating expenses for the next six months.

SIGNED BY : Harjot Sangha
Finance Director



DATE: 8/8/23

SCRWA
Portfolio Management
Portfolio Summary
June 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	11,341,521.96	11,341,521.96	11,341,521.96	100.00	1	1	3.215	3.260
Investments	11,341,521.96	11,341,521.96	11,341,521.96	100.00%	1	1	3.215	3.260

Cash								
Passbook/Checking (not included in yield calculations)	83,048.50	83,048.50	83,048.50		1	1	0.000	0.000
Total Cash and Investments	11,424,570.46	11,424,570.46	11,424,570.46		1	1	3.215	3.260

Total Earnings June 30 Month Ending **Fiscal Year To Date** **Fiscal Year Ending**

Current Year 27,656.98 239,329.77 239,329.77

Average Daily Balance 11,881,324.08

Effective Rate of Return 2.83%

Harjot Singh 8/8/23
 Harjot Singh/Finance Director

Wastewater Acronyms

BOD	Biochemical Oxygen Demand	NPDES	National Pollutant Discharge Elimination System
COD	Chemical Oxygen Demand	PPM	Parts Per Million
DO	Dissolved Oxygen	TDS	Total Dissolved Solids
CWA	Clean Water Act	TKN	Total Kjeldhal Nitrogen
CWEA	California Water Environment Association	TOC	Total Organic Carbon
Gal	Gallons	TS	Total Solids
GPD	Gallons Per Day	TSS	Total Suspended Solids
Lbs	Pounds	VS	Volatile Solids
MGD	Million Gallons Per Day	VSS	Volatile Suspended Solids
Mg/L	Milligrams Per Liter	WDID	Waste Discharge Identification
MLSS	Mixed Liquor Suspended Solids	WDR	Waste Discharge Requirements
MLVSS	Mixed Liquor Volatile Suspended Solids		
MPN	Most Probable Number		



**Operations Management
and Facilities Services**
Jacobs Gilroy
1500 Southside Dr,
Gilroy, CA 95020
O +1 408 848 0480
F +1 408 842 0873
www.jacobs.com

Date: 7/20/2023

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Leah Lemoine
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Operations Supervisor
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Quarterly
Groundwater
Month: April - June

Year: 2023
Violation(s): No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager



**Operations Management
and Facilities Services**
Jacobs Gilroy
1500 Southside Dr.
Gilroy, CA 95020
☎ +1 408 848 0480
☎ +1 408 842 0873
www.jacobs.com

Date: 7/20/2023

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Leah Lemoine
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Quarterly **Month:** April - June
Land Discharge

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager



**Operations Management
and Facilities Services**
 Jacobs Gilroy
 1500 Southside Dr.
 Gilroy, CA 95020
 ☎ +1 408 848 0480
 ✉ +1 408 842 0873
 www.jacobs.com

Date: 7/20/2023

California Regional Water Quality Control Board
 Central Coast Region
 Attn: Monitoring and Reporting Review Section
 Leah Lemoine
 895 Aerovista Place, Suite 101
 San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Quarterly **Month:** April - June
 Surface Water

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
 Chris Ghione, Morgan Hill Director of Public Services
 Saeid Vaziry, Gilroy Environmental Program Manager



**Operations Management
and Facilities Services**
 Jacobs Gilroy
 1500 Southside Dr.
 Gilroy, CA 95020
 ☎ +1 408 848 0480
 📠 +1 408 842 0873
 www.jacobs.com

Date: 6/23/2023

California Regional Water Quality Control Board
 Central Coast Region
 Attn: Monitoring and Reporting Review Section
 Leah Lemoine
 895 Aerovista Place, Suite 101
 San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Monthly **Month:** May
 Eff_Inf_Wet

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

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Sincerely,

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Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
 Chris Ghione, Morgan Hill Director of Public Services
 Saeid Vaziry, Gilroy Environmental Program Manager



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Date: 6/23/2023

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Leah Lemoine
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Monthly **Month:** May
Land Discharge

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager



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Date: 7/20/2023

California Regional Water Quality Control Board
 Central Coast Region
 Attn: Monitoring and Reporting Review Section
 Leah Lemoine
 895 Aerovista Place, Suite 101
 San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Monthly **Month:** June
 Land Discharge

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

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Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
 Chris Ghione, Morgan Hill Director of Public Services
 Saied Vaziry, Gilroy Environmental Program Manager



**Operations Management
and Facilities Services**

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Date: 8/18/2023

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Leah Lemoine
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Monthly **Month:** July
Eff_Inf_Wet

Year: 2023 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

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Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager



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and Facilities Services**
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Date: 8/18/2023

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Leah Lemoine
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Lemoine:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Operations Supervisor
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Land Discharge
Month: July

Year: 2023
Violation(s): No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

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Sincerely,

Name: John Edgar
Title: Operations Supervisor

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager

June 15, 2023

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date May, 2023

Dear Jimmy,

The project-to-date financial information for May is portrayed in the Operations, Electricity and Solids Disposal Categories for the Municipal Facility.

Through May, total operating expenses, amount to \$757,858.40
Repair costs in May amount to \$22,348.32. Year to date, this represents 52% of the \$664,209.00 repair budget.

Should there be any questions, please do not hesitate to contact me.

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
MAY-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	% EXPENDED
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS (Not including RP, PW, and Solids)	\$ 356,113	\$ 300,314	\$ 3,052,662	\$ 3,524,018	\$ 3,897,852	78%
INDIRECT COST (Overhead & Management Fee)	\$ 85,311	\$ 85,311	\$ 938,424	\$ 938,424	\$ 1,023,735	92%
PREVAILING WAGE	\$ 23,030	\$ 26,755	\$ 239,435	\$ 290,185	\$ 321,056	75%
REPAIRS	\$ 22,348	\$ 51,093	\$ 347,525	\$ 600,343	\$ 664,209	52%
SOLIDS DISPOSAL	\$ 120,296	\$ 80,041	\$ 1,217,818	\$ 880,449	\$ 960,490	127%
ELECTRICITY	\$ 150,760	\$ 143,594	\$ 1,559,138	\$ 1,557,439	\$ 1,723,124	90%
GRAND TOTAL	\$ 757,858	\$ 687,108	\$ 7,355,002	\$ 7,790,858	\$ 8,590,466	86%

July 17, 2023

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date June, 2023

Dear Jimmy,

The project-to-date financial information for June is portrayed in the Operations, Electricity and Solids Disposal Categories for the Municipal Facility.

Through June, total operating expenses, amount to \$822,678.86

Repair costs in June amount to \$55,567.74. Year to date, this represents 61% of the \$664,209.00 repair budget.

Should there be any questions, please do not hesitate to contact me.

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
JUN-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	% EXPENDED
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS (Not including RP, PW, and Solids)	\$ 353,762	\$ 373,834	\$ 3,406,424	\$ 3,897,852	\$ 3,897,852	87%
INDIRECT COST (Overhead & Management Fee)	\$ 85,311	\$ 85,311	\$ 1,023,735	\$ 1,023,735	\$ 1,023,735	100%
PREVAILING WAGE	\$ 20,881	\$ 26,755	\$ 260,316	\$ 321,056	\$ 321,056	81%
REPAIRS	\$ 55,568	\$ 63,866	\$ 403,092	\$ 664,209	\$ 664,209	61%
SOLIDS DISPOSAL	\$ 116,596	\$ 80,041	\$ 1,334,414	\$ 960,490	\$ 960,490	139%
ELECTRICITY	\$ 190,561	\$ 143,594	\$ 1,749,699	\$ 1,723,124	\$ 1,723,124	102%
GRAND TOTAL	\$ 822,679	\$ 773,401	\$ 8,177,681	\$ 8,590,466	\$ 8,590,466	95%

August 17, 2023

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date July, 2023

Dear Jimmy,

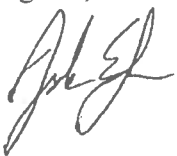
The project-to-date financial information for July is portrayed in the Operations, Electricity and Solids Disposal Categories for the Municipal Facility.

Through July, total operating expenses, amount to \$797,793.99

Repair costs in July amount to \$474.09. Year to date, this represents 00% of the \$695,997.72 repair budget.

Should there be any questions, please do not hesitate to contact me.

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
JUL-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	% EXPENDED
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS	\$ 219,675	\$ 288,809	\$ 219,675	\$ 288,809	\$ 3,747,980	6%
(Not including RP, PW, and Solids)						
INDIRECT COST	\$ 87,871	\$ 87,871	\$ 87,871	\$ 87,871	\$ 1,054,447	8%
(Overhead & Management Fee)						
PREVAILING WAGE	\$ 25,232	\$ 28,035	\$ 25,232	\$ 25,879	\$ 336,422	8%
REPAIRS	\$ 474	\$ 53,538	\$ 474	\$ 53,538	\$ 695,998	0%
SOLIDS DISPOSAL	\$ 110,602	\$ 139,781	\$ 110,602	\$ 139,781	\$ 1,677,375	7%
ELECTRICITY	\$ 353,940	\$ 143,594	\$ 353,940	\$ 145,803	\$ 1,723,124	21%
GRAND TOTAL	\$ 797,794	\$ 741,628	\$ 797,794	\$ 741,680	\$ 9,235,345	9%

September 15, 2023

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date August, 2023

Dear Jimmy,

The project-to-date financial information for August is portrayed in the Operations, Electricity and Solids Disposal Categories for the Municipal Facility.

Through August, total operating expenses, amount to \$696,962.81

Repair costs in August amount to \$13,330.95. Year to date, this represents 02% of the \$695,997.72 repair budget.

Should there be any questions, please do not hesitate to contact me.

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
Aug-FY2023

	ACTUAL	BUDGET	PROJECT TO DATE		TOTAL ANNUAL BUDGET	% EXPENDED
			ACTUAL	BUDGET		
DIRECT COSTS (Not including RP, PW, and Solids)	\$ 301,465	\$ 288,809	\$ 521,140	\$ 577,618	\$ 3,747,980	14%
INDIRECT COST (Overhead & Management Fee)	\$ 87,871	\$ 87,871	\$ 175,741	\$ 175,741	\$ 1,054,447	17%
PREVAILING WAGE	\$ 24,877	\$ 28,035	\$ 50,109	\$ 51,757	\$ 336,422	15%
REPAIRS	\$ 13,331	\$ 53,538	\$ 13,805	\$ 107,077	\$ 695,998	2%
SOLIDS DISPOSAL	\$ 109,715	\$ 139,781	\$ 220,317	\$ 279,563	\$ 1,677,375	13%
ELECTRICITY	\$ 159,704	\$ 143,594	\$ 513,644	\$ 291,606	\$ 1,723,124	30%
GRAND TOTAL	\$ 696,963	\$ 741,628	\$ 1,494,757	\$ 1,483,361	\$ 9,235,345	16%



**Operations Management
and Facilities Services**

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Gilroy, CA 95020
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www.jacobs.com

June 2, 2023

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal -

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows monthly volume and fees, and haulers daily volume summary.

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email: sally.lee@cep.sccgov.org
 swpadmin@cep.sccgov.org
 jimmy.forbis@ci.gilroy.ca.us
 john.edgar@jacobs.com

cc: File 16.12

Monthly Septage Summary

May 2023

Date	Als Septic	Argo Builders	Central Coast Services	Cids Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	SOS Septic	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1			550	1,500						3,000				1,200					
2		500	250				600		345	2,300		175							
3			440				600			3,800					396				
4		250					400			2,800		175					1,000		50
5					350	700				1,000				2,200					
6																			
7																			
8			317							4,100	400	200							
9	2,400	300		1,200		700	475		340	2,700									
10						600				4,200		175			468				
11	1,500	225				300													100
12	1,800					300				5,200	400			1,200					
13																			
14																			
15			285	500			250			6,200		175						200	
16	2,400	250		1,200			1,075												
17	4,560			1,500						6,000	400								
18	2,700	125	295	1,200		300				4,200		175		1,500					
19				1,200			1,100			3,500	400								
20																			
21																			
22			216	3,400		300				6,700									
23		225		1,500			1,100			2,500				1,500					
24				2,200	450	300	200			4,800	400								
25	3,200	175				400				3,400					1,250				
26			225				500			5,200				1,200					
27																			
28																			
29																			
30		250	345	2,700			250			2,800		175		1,200					
31	4,860			1,200						5,700									
Total GAL	23,420	2,300	2,923	19,300	800	4,300	6,150		685	80,100	2,000	1,250		10,000	2,114		1,000	200	150
Total \$	3,513.00	345.00	438.45	2,895.00	120.00	645.00	922.50		102.75	12,015.00	300.00	187.50		1,500.00	317.10		150.00		

Total Billable Gallons: 156,342.00
 Total Billable Amount: \$23,451.30



Operations Management
and Facilities Services

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Gilroy, CA 95020
O +1 408 848 0480
F +1 408 842 0873
www.jacobs.com

July 5, 2023

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal -

June 2023

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows monthly volume and fees, and haulers daily volume summary.

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email:

sally.lee@cep.sccgov.org
swpadmin@cep.sccgov.org
jimmy.forbis@ci.gilroy.ca.us
john.edgar@jacobs.com

cc:

File 16.12

Monthly Septage Summary

June 2023

Date	Als Septic	Argo Builders	Central Coast Services	Clds Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	SOS Septic	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1	3,500	150	500	1,000		300		250		3,200	400	175						30	
2				1,000		300	850			3,000	400			800					
3																			
4																			
5				3,000						5,400		175		6,000					
6		225	480	2,000	500		1,200		300	3,400	400	200				950		200	
7	3,360			2,000			500			5,000				1,200					
8	1,500	225	375	500			700			4,400		175		3,700		550			50
9	6,720			1,200			300			4,200	400								
10																			
11																			
12	1,800			2,700		300	200			5,200		200							
13	1,900	250	470	1,700			550			3,700	400	175				500			
14	5,500					300				4,200									
15	2,000	175		2,000						2,200		150		1,500				2,000	
16	1,500		435	500			300			3,500	400			1,000					
17																			
18																			
19										4,300								100	
20		330	435	2,700	300	300	300		360	3,200	400	100				500			
21							700			3,500				1,200					
22		150		1,000		700				3,000		150		2,500					
23			250				600			4,200				2,200					
24											400								
25																			
26				2,700						5,200									
27		250	259	1,200		300	200					175			1,000				
28																			
29														1,500					
30				1,200			500			4,000		150		1,200					
Total GAL	27,780	1,755	3,204	26,400	800	2,500	6,900	250	660	74,800	3,200	1,825		24,000	1,000	2,500		2,330	50
Total \$	4,167.00	263.25	480.60	3,960.00	120.00	375.00	1,035.00	37.50	99.00	11,220.00	480.00	273.75		3,600.00	150.00	375.00			

Total Billable Gallons: 177,574.00

Total Billable Amount: \$26,636.10



**Operations Management
and Facilities Services**

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www.jacobs.com

August 3, 2023

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal - July 2023

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows monthly volume and fees, and haulers daily volume summary.

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email: sally.lee@cep.sccgov.org
swpadmin@cep.sccgov.org
jimmy.forbis@ci.gilroy.ca.us
john.edgar@jacobs.com

cc: File 16.12

Monthly Septage Summary

July 2023

Date	Als Septic	Argo Builders	Central Coast Services	Cids Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	Ryans Pumping Service	SOS Septic	Tarfh Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill	
1																					
2																					
3			218	2,000		300	200			3,000		175									
4																					
5	2,300			2,700			650			4,200	400	150			1,000						
6		300		2,000						3,500											
7				500		300	450			5,000	400				2,400				75		
8																					
9																					
10				1,200		300	300			5,200		175									
11	1,200	315	334	2,300	300	400	800			1,200					1,200		1,000			75	
12	1,500			500		700				4,200	400	200									
13	1,500	250		1,100		400	200			3,000											
14			276	1,200			850			5,200		150		2,000						60	50
15																					
16																					
17				1,200		300	350			5,200	400	150									
18	1,500	250	249	2,400	300		900			3,000					1,200		1,000				
19			244	1,200		300	600	900		4,200											
20	3,000	300				400	1,225			1,800	400	175									
21				800						5,000					1,200						
22																					
23																					
24				1,200		600	300			4,000	400	175									
25	8,220		532	1,200		300	700		320	3,200		150			1,500						
26	7,000			2,400		300	350			5,200						540					
27	2,400	275	250			700				2,200		175			1,500						
28						300	1,125			3,000	400				1,000						
29																					
30																					
31						700	250	500		4,000					1,200						
Total GAL	28,620	1,690	2,103	23,900	600	6,300	9,250	1,400	320	75,300	2,800	1,675		2,000	12,200	540	2,000		210	50	
Total \$	4,293.00	253.50	315.45	3,585.00	90.00	945.00	1,387.50	210.00	48.00	11,295.00	420.00	251.25		300.00	1,830.00	81.00	300.00				

Total Billable Gallons: 170,698.00
 Total Billable Amount: \$25,604.70

Load Counts (by month)





**Operations Management
and Facilities Services**

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September 19, 2023

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal - August 2023

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows monthly volume and fees, and haulers daily volume summary.

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email: sally.lee@cep.sccgov.org
swpadmin@cep.sccgov.org
jimmy.forbis@ci.gilroy.ca.us
john.edgar@jacobs.com

cc: File 16.12

Monthly Septage Summary

August 2023

Date	Als Septic	Argo Builders	Central Coast Services	Cids Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	Ryans Pumping Service	SOS Septic	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1	3,360	250	225			600	400			3,200					1,200					
2						900	300			1,200	400					624				
3		325				1,400	300			3,200										
4						400	1,000			4,700	400									
5	3,360		245																	
6																				
7						900				5,000					1,500					
8	1,600		245	1,200		900	950			2,200	400	200								
9						1,500	525			4,200	400	175				624				
10	4,500	250	235			800				3,200	400	150								
11				1,500		900	400			5,700					1,500					
12																				
13																				
14	3,000			1,200		400	500			3,500	400							900		100
15		325	240			900				2,200		175								
16	2,400					400	600			2,700	400					624				
17	1,200					1,400	400	700		3,900	400	200								
18	4,000			500		400	650			2,700					1,200					
19																				
20																				
21			225	1,200		400				3,400	400	175								
22		400	220	1,000			1,400			1,000	400									
23			215	2,200		700	800			4,200					1,200	624				
24	4,500	310	245	2,400		400	700	900		4,200	400	150						600		
25				1,200		400				2,200	400				1,200					
26																				
27																				
28				500		400	300			3,500	400									
29	1,500	335	235	1,200		400	700			3,700	400	175								
30	1,500					400				3,000	400					624		1,500		
31		290		2,400		400	300			1,200	400	200								
Total	30,920	2,485	2,330	16,500		14,500	10,225	1,600		74,000	6,400	1,600			7,800	3,120		3,575	500	100
Total \$	4,638.00	372.75	349.50	2,475.00		2,175.00	1,533.75	240.00		11,100.00	960.00	240.00			1,170.00	468.00		536.25		

Total Billable Gallons: 175,055.00
 Total Billable Amount: \$26,258.25

Engineering Projects Report

October 4, 2023

TREATMENT CAPACITY EXPANSION PROJECT

Status: **PG&E service change process (Dec 2021)** – Application submitted to utility to study system needs
BAAQMD permit to operate (Dec 2021) – Application in review by local air district (Submitted)
NPDES permit change (March 2022) – Adoption of new permit by State Water Board (Submitted)
New plant construction and commissioning (2021 - 2025) – In compliance with permits
Board presentation (2025) – Board accepts completed project

Construction management and inspection services are ongoing. Current activities include concrete and structural construction for the headworks, biological process and solids dewatering building areas. Mechanical installation of equipment and appurtenances have commenced. Current work includes review of major equipment submittals, shop drawings, contract document clarifications, and contractor's request for information along with addressing comments received from BAAQMD.

Status	2023											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Construction	◆											
PG&E Application											→	
Air District Permit											→	
NPDES Permit											→	

Key Milestones	CEQA, Bid Advertisement Process	Board Certified CEQA & Authorizes Bidding	Board Reviews Bids and Awards Contract	Permits & Plant Expansion Construction	Board Accepts Completed Project
Forecast	Oct 2020	Nov 2020	May 2021	2021 - 2025	2025

NPDES/WDR PERMIT RENEWAL

Phase: In Permit Compliance
Project Status: Ongoing tasks

State permit was adopted in 2017. A groundwater study and report as required by the Permit was submitted in 2018. Groundwater contour mapping for the Second Quarter Groundwater Monitoring report is complete. NPDES permit renewal application has been submitted to RWQCB and pending for approval.

Key Milestones	Adopted Permit	Groundwater Contour Study	Permit Compliance
Forecast	November 2017	April 2018	Ongoing

RECYCLED WATER SYSTEM SUPPORT

Phase: Ongoing operations, maintenance and customer permit support
Project Status: On Schedule

Ongoing review of customer permits, site inspections, and update of records for new and existing users are in progress. Annual self-inspection and Recycled Water Users Training was conducted in summer 2023. Permit application review for new recycled water users was conducted during the reporting period.