



BOARD MEETING AGENDA
Monday, June 22, 2015
Regular Meeting - 7:00 P.M.

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Boardroom
5072 Benson Road
Union City, CA 94587

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approve Minutes of the Meeting of June 8, 2015.

5. Monthly Operations Report for May 2015 *(to be reviewed by the Budget & Finance Committee)*.

6. Written Communications.

7. Oral Communications.

The public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District office at least one working day prior to the meeting). This portion of the agenda is where a member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction that is not on the agenda. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. Oral comments are limited to three minutes per individuals, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion.

- Motion 8. Consider the Claim of Paul E. Whitman, #5 Kootenai Court, for Cost of Lateral Repair *(to be reviewed by the Legal/Community Affairs Committee)*.

- Public Hearing 9. Public Hearing to Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and to Repeal Ordinance No. 34.06 *(to be reviewed by the Legal/Community Affairs Committee)*.

- Motion 10. Resolution No. ____, Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and Repeal Ordinance No. 34.06 *(to be reviewed by the Legal/Community Affairs Committee)*.

- Motion 11. Schedule a Public Hearing for Sewer Service Charges for FY16 *(to be reviewed by the Budget & Finance Committee)*.
-
- Motion 12. Award the Construction Contract for the Miscellaneous Sanitary Sewer Spot Repairs Project - Phase VI to Cratus, Inc. *(to be reviewed by the Construction Committee)*.
-
- Motion 13. Resolution No. _____, Adopt a Preliminary Budget for FY16 *(to be reviewed by the Budget & Finance Committee)*.
-
- Motion 14. Authorize the General Manager to Execute the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Information 15. Information Items:
- a. Check Register.
 - b. Discuss, Consider, and Provide Direction Regarding Options for Boardmember Internal Committee Assignments.
 - c. Debriefing of the Open House Held May 9, 2015 *(to be reviewed by the Budget & Finance Committee)*.
-
- Information 16. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Legal & Community Affairs Committee – Wednesday, June 17, 2015, at 4:30 p.m.
 - b. Construction Committee – Thursday, June 18, 2015, at 8:45 a.m.
 - c. Budget & Finance Committee – Friday, June 19, 2015, at 9:00 a.m.
 - d. Personnel Committee – will not meet.
-
- Information 17. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
-
- Information 18. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
19. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, July 13, 2015, at 7:00 p.m.
-

The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).

If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board’s jurisdiction but not on the agenda, the speaker will be heard at the time “Oral Communications” is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker’s cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager’s office at (510) 477-7503 at least 24 hours in advance of the meeting.

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF
COMMITTEE MEETING**



All meetings will be held in
the General Manager's Office
5072 Benson Road, Union City, CA 94587

REVISED

BOARD MEETING OF JUNE 22, 2015

Committee Membership:

Budget and Finance	Directors Anjali Lathi and Tom Handley (Alt. – Pat Kite)
Construction Committee	Directors Pat Kite and Jennifer Toy (Alt. – Manny Fernandez)
Legal/Community Affairs	Directors Pat Kite and Tom Handley (Alt. –Anjali Lathi)
Legislative Committee	Directors Manny Fernandez and Jennifer Toy (Alt–Tom Handley)
Personnel Committee	Directors Manny Fernandez and Anjali Lathi (Alt. – Jennifer Toy)
Audit Committee	Directors Manny Fernandez and Tom Handley (Alt. Jennifer Toy)

Legal/Community Affairs Committee, Wednesday, June 17, 2015, at 4:30 p.m.

8. Consider the Claim of Paul E. Whitman, #5 Kootenai Court, for Cost of Lateral Repair
 9. Public Hearing to Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and to Repeal Ordinance No. 34.06
 10. Resolution No. ____, Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and Repeal Ordinance No. 34.06
 14. Authorize the General Manager to Execute the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont
-

Construction Committee, Thursday, June 18, 2015, at 8:45 a.m.

12. Award the Construction Contract for the Miscellaneous Sanitary Sewer Spot Repairs Project - Phase VI to Cratus, Inc.
-

Budget & Finance Committee, ~~Thursday, June 18, 2015, at 1:00 p.m.~~ Friday, June 19, 2015, at 9:00 a.m.

5. Monthly Operations Report for May 2015
 11. Schedule a Public Hearing for Sewer Service Charges for FY16
 13. Resolution No. ____, Adopt a Preliminary Budget for FY16
 - 15c. Debriefing of the Open House Held May 9, 2015
-

Committee meetings may include teleconference participation by one or more Directors.
(Gov. Code Section 11123)

Committee Meetings are open to the public. Only written comments will be considered. No action will be taken.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
June 8, 2015**

CALL TO ORDER

President Fernandez called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Tom Handley, Secretary
Pat Kite, Director
Anjali Lathi, Director

STAFF: Paul Eldredge, General Manager
Dave O'Hara, District Counsel
Karen Murphy, Attorney
Rich Cortés, Business Services Manager
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Robert Simonich, Fabrication, Maintenance, & Construction Manager
James Schofield, Collection Services Manager
Scott Martin, Mechanical Team Coach
Regina McEvoy, Assistant to the GM/Board Secretary

GUESTS: Marilyn Singer, League of Women Voters of Fremont, Newark and Union City
Thomas Niesar, ACWD Water Resources Planning Manager

APPROVAL OF THE MINUTES OF MAY 26, 2015

It was moved by Director Kite, seconded by Director Lathi, to Approve the Minutes of the Board of Director's Meeting held May 26, 2015. Motion carried unanimously.

WRITTEN COMMUNICATIONS

There were no written communications.

ORAL COMMUNICATIONS

There were no oral communications.

AWARD CONTRACT TO RESC-Q SERVICES FOR THE DIGESTER GAS TREATMENT VESSEL MEDIA REPLACEMENT

This item was reviewed by the Budget & Finance Committee. Fabrication, Maintenance, and Construction (FMC) Manager Simonich stated the anaerobic sludge digesters at the Plant produce methane gas, which is fuel for the District's cogeneration engines. Methane gas produced onsite by the digesters contains hydrogen sulfide and siloxane, which if introduced to the cogeneration engines will severely damage the engines. The Cogeneration Project included construction of a new digester gas treatment system which includes two siloxane removal vessels containing carbon media and two hydrogen sulfide removal vessels containing iron impregnated wood or sand media. Staff regularly monitor the performance of the media and currently estimate the first vessel of media will need to be replaced in July 2015. An invitation for bids to replace the media was issued, and RESC-Q Services was determined to be the lowest of the three bids received for the project. Staff recommended the Board award the contract to RESC-Q Services in the amount of \$232,700.00 as budgeted in the Operating Budget for the Fabrication, Maintenance, and Construction Workgroup.

The Budget & Finance Committee inquired about the disparity in the bids received. FMC Manager Simonich stated the difference was primarily due to costs associated with hauling the spent media.

Per the contractor, the design life of the media should be between nine and eighteen months. The Budget & Finance Committee asked why the media would need to be replaced at the lower end of its expected life. FMC Manager Simonich stated the range for the life of the media was wide due to the fluctuating quality of the digester gas, and staff was satisfied with the current life of the media based upon these fluctuating conditions.

It was moved by Secretary Handley, seconded by Director Lathi, to Award Contract to RESC-Q Services for the Digester Gas Treatment Vessel Media Replacement. Motion carried unanimously.

RESOLUTION NO. 2759, ACCEPT THE CONSTRUCTION OF THE COGENERATION PROJECT FROM D.W. NICHOLSON CORPORATION AND AUTHORIZE THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION

This item was reviewed by the Construction Committee. Technical Services Manager Ghossain stated the Cogeneration Project was designed to replace two existing biogas-fueled engine generators which were at the end of their useful life. The District awarded the construction contract to D.W. Nicholson Corporation in the amount of \$10,566,358. The engines were commissioned prior to PG&E's Self-Generation Incentive Program (SGIP) deadline of January 11, 2015, and the overall project was substantially completed on March 4, 2015. The final change order amount was \$1,240,809, approximately 11.7% of the

construction contract amount. Accounting for the final construction and engineering costs and the approved SGIP grant amount, the Project's payback period is estimated to be 8.2 years. Staff recommended the Board accept construction of the Cogeneration Project from D.W. Nicholson Corporation by resolution, and authorize the Attorney for the District to record a Notice of Completion with the Alameda County Recorder's Office.

It was moved by Director Lathi, seconded by Vice President Toy, to Adopt Resolution No. 2759, Accepting Construction of the Cogeneration Project from D.W. Nicholson Corporation and Authorizing the Attorney for the District to Record a Notice of Completion. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A COST-SHARING AGREEMENT WITH ALAMEDA COUNTY WATER DISTRICT FOR A RECYCLED WATER FEASIBILITY STUDY, AND ADOPT RESOLUTION NO. 2760 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated the Alameda County Water District (ACWD) and Union Sanitary District (USD) plan to apply for a grant from the State Water Resources Control Board to support funding a Recycled Water Feasibility Study. The Study would build upon past studies by both agencies and focus on non-potable reuse of recycled water in the vicinity of the Alvarado Wastewater Treatment Plant, and indirect potable reuse (IPR) utilizing advanced treated purified water for recharge of the Niles Cone Groundwater Basin to augment potable supplies. Public perception toward and regulations regarding IPR have changed over the years, and technology has improved. Goal is to provide additional water capacity to provide a reliable drought proof supply of water to meet the peak summer demands of both District's customers. RMC Water and Environment was selected to conduct the study due to their knowledge, experience, and track record. The total cost of the study is estimated to be \$259,731. Under the proposed cost-sharing agreement, ACWD will administer the contract with RMC and the costs will be shared equally between the two agencies. USD's portion would not exceed \$129,866, and would be \$92,366, if the grant is received. ACWD's Board is considering this matter at their meeting to be held June 11, 2015. Should they not approve this concept, and corresponding contracts, approval by USD shall be null and void.

The Budget & Finance Committee asked about the level of treatment typically associated with the IPR proposal. General Manager Eldredge stated that while treatment processes vary, the most typical method is a combination of ultra or micro-filtration and reverse osmosis which produces an end result near drinking water standards.

The Budget & Finance Committee also inquired about exploration of short-term options such as small package plants. General Manager Eldredge stated the study will also explore short-term options, and the District will continue to look into short-term options apart from the study.

Marilyn Singer from the League of Women Voters read a prepared statement of support for the study. The prepared statement is attached to these minutes.

Thomas Niesar, ACWD Water Resources Planning Manager, spoke on behalf of ACWD in support of the project

It was moved by Secretary Handley, seconded by Director Kite, to Authorize the General Manager to Enter into a Cost-Sharing Agreement with Alameda County Water District for a Recycled Water Feasibility Study, and to Adopt Resolution No. 2760 Authorizing the General Manager to Enter into a Grant Agreement with the State of California. Motion carried unanimously.

INFORMATION ITEMS:

Check Register

All questions were answered to the Board's satisfaction.

Preliminary Operating and Capacity Fund Budgets for FY16

This item was reviewed by the Budget & Finance Committee. Principle Financial Analyst Scott reported the following:

- The Preliminary Operating and Capacity Fund budgets for FY16 reflect an increase of sewer service charges by an average of 5.7%.
- The capacity fee remains at \$5,596, pending review.
- The net operating budget will increase 2.7%.
- Significant changes include a \$3 million revenue reduction due to lower flows, reducing operating costs, reducing special projects by \$250,000, and reducing Capital Improvement Projects by \$3 million.

President Fernandez asked if District revenues increased along with the recent economic recovery. Principle Financial Analyst Scott noted the number of capacity fees have increased in recent years.

General Manager Eldredge stated a customer recently inquired about the District's fiscal model, and the Board would be continually informed as the matter progresses.

Secretary Handley asked if staff will present two versions of the operating and CIP budgets, one reflecting a 5.7% sewer service charge increase and another reflecting a 3% increase. General Manager Eldredge stated the two options will be presented to the Board for consideration along with the operating budget.

Report on the EBDA (East Bay Dischargers Authority) Commission Meeting of May 21, 2015

Secretary Handley reported the following:

- EBDA's member agency performance continue to be well below permit compliance limits.

- The Managers Advisory Committee (MAC) discussed recycled water strategies and permitting. The Water Board may allow EBDA's member agencies to distribute recycled water under EBDA's permit.

COMMITTEE MEETING REPORTS:

The Budget & Finance and Construction Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- A meeting for all District staff will be held June 11, 2015. Topics of discussion will include safety and recruitment updates, and introduction of new District Counsel.
- First round interviews for the five Human Resources Manager candidates will be held June 9, 2015.
- New employee orientation for Coaches and Managers will now include attendance and introduction at a Board meeting. General Manager Eldredge formally introduced recently promoted FMC Coach Scott Martin.
- The most recent recruitment for T&D Night Coach resulted in additional candidates. Interviews for the position will be held June 17, 2015.
- All of the 193 suspect sewer lines have been inspected and cleaned thanks to the efforts of our Collections Services staff.
- An independent survey conducted recently revealed that 18 of 28 California agencies polled reported they have experienced an increase in root intrusion in recent years. It has been speculated the increase may be due to the effects of the drought.

OTHER BUSINESS:

Director Kite stated she attended the Biosolids and Renewable Energy Specialty Workshop held at Central Contra Costa Sanitary District on May 12, 2015.

Director Kite stated she attended the Alameda County CSDA meeting held at Oro Loma Sanitary District on May 13, 2015.

Director Kite stated she attended the Newark Backyard Sanitary Sewer Relocation Project Public Meeting held at Graham Elementary School in Newark. Director Kite stated Customer Service Coach Arbolante provided an informative presentation, and the residents in attendance were pleased.

President Fernandez read aloud a letter he received from a resident expressing gratitude for all of staff's efforts associated with the Open House held May 9, 2015. The letter is attached to these minutes.

ADJOURNMENT:

The meeting was adjourned at 7:47 p.m. to the Treatment Plant Site Study Presentation Workshop in the Boardroom on Monday, June 15, 2015, at 6:30 p.m.

The Board will then adjourn to the Hayward Marsh Options Study Workshop in the Boardroom on Wednesday, June 17, 2015, at 6:30 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, June 22, 2015, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 22nd day of June, 2015

SPEAKER'S CARD

Agenda Item No.:

9

Date:

6/8/15

Organization Name:

League of Women Voters

Speaker's Name:

MARILYN

First

GRACE

Middle

JINGER

Last

Residence Address:

1123 Washo Dr.

Fremont

94539-6658

Business Phone:

Home/Cell Phone:

510 657-1969

Comments:

June 8, 2015

My name is MARILYN SINGER, and I am a member of the League of Women Voters of Fremont, Newark and Union City

The League of Women Voters met with staff and two directors of the ACWD on June 3rd to discuss the need to move forward to reclaim and recycle water.

From the discussion, we understand that the probable best option is to focus on Indirect Potable Reuse, and we are encouraged by USD's efforts to move forward on a feasibility study with ACWD on an IPR project near the Alvarado wastewater plant.

The League commends you for being pro-active, and we encourage you to enter into a cost-sharing agreement with ACWD for a feasibility study for this joint project. We hope that you will inform the public about the project and also keep us informed about the progress of the grant applications. A concerned public will appreciate your efforts to ensure a stable water supply for our future.

Singer756@comcast.net



Robert C. Douglass, CE

CIVIL ENGINEER
COLONEL USMCR (Ret)

(510) 449-1617 cell
robert_douglassce@comcast.net

37689 Los Arboles Drive
Fremont, CA 94536
(510) 791-5801

May 11, 2015

Mr. Manny Fernandez, President
Union Sanitary District Board of Directors
5072 Benson Road
Union City CA94587-2508

Dear Mr. Fernandez:

In your position as the president of the Union Sanitary District board of directors, I am writing to you to tell you just how much my wife and I enjoyed the recent public open house at your treatment plant. I would appreciate it very much if you would please pass on our thanks to your fellow board members, the district's senior staff and in particular, to all of the district employees who participated that day.

The importance of sanitation agencies to public health and welfare cannot be overstated. This is especially true for the Union Sanitary District, which serves our Tri-City region and whose facilities are so important to the health of the San Francisco Bay. The importance of the district's efforts are probably understood by most knowledgeable citizens, but the manner in which you provide this critical service is no doubt less understood. Saturday's event was a wonderful way of telling your story and the number of guests had to be well received by the district.

I do want to acknowledge the professionalism and enthusiasm of the district employees who explained the various technical aspects of their responsibilities and the equipment needed. Their pride and welcome manners were a highlight for us.

We arrived too late for a tour so I hope this event will be held again in the future. Thank you again for making your district's role in our community so accessible to the citizens of the Tri-City area.

Very truly yours,



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015
TO: Board of Directors - Union Sanitary District
FROM: Paul R. Eldredge, General Manager/District Engineer
SUBJECT: Agenda Item No. 5 - Meeting of June 22, 2015
Information Item: **Monthly Operations Report for May, 2015**

Background

Attached is the May 2015 Operations Report. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Business Services	Rich Cortés	BS
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

General Manager's Summary

Below is a summary of major activities that occurred at the District during May 2015.

ODOR COMPLAINTS:

Two odor complaints were received during the month of May, both were from Fremont. The first complaint was received from an employee of the Bay Area Air Quality Management District (BAAQMD) who was driving near the Irvington Pump Station when they detected an odor. A District mechanic was dispatched to investigate the facility and surrounding area, and found no odor. The information was relayed to the BAAQMD employee. The second complaint was received from a resident who reported an odor at her home on Old Canyon Road. District staff inspected the USD manholes and mains in the area, and no odor was detected. The homeowner was advised to fill her P-traps because they may be dry. The homeowner was instructed to contact her homeowners association if the odor returns as the lateral is connected to a private main.

SAFETY:

- We had one first aid incident where an employee had a small cut on his hand. The employee was sent to Urgent care to prevent any infection.
- We also had a vehicle incident where a vactor truck hit the overhang above the fuel Island. An investigation was completed to review the causes.
- There was an incident in the thickener building where a pipe plug blew out while under pressure. No one was in the building at the time but employees found the mess from sludge spraying the area. This highlights the precautions being taken while this old building is being replaced.
- The employee that had the work related injury reported in February is still off work. He had surgery in early May and hopes to be back to work in mid June .
- We received the draft report from CSRMA for our Risk Control Survey. The final report will be received in a few months and presented to the board.
- We completed the update of the Heat Illness policy meeting the new OSHA requirements. Training is planned as we get into the warmer weather.

STAFFING & PERSONNEL:

Completed Recruitments Resulting in Promotions:

- FMC Mechanical Maintenance Coach (Scott Martin; effective 6/1/15)

Other Completed Recruitments:

- HR Analyst (Leticia Najera)

Recruitments Opened:

- Receptionist
- FMC Planner/Scheduler (internal)

G.M. ACTIVITIES: For the month of May, the GM was involved in the following:

- Provided a Plant tour for Alameda County Supervisor District 2 Supervisor Valle
- Led District staff in hosting the Open House
- Attended the MAC and EBDA meetings
- Attended the Certificates of Merit Presentation

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT May 2015

During the recording period from May 01, 2015 through May 31, 2015, there were two odor related service requests received by the District.

City: Fremont

1. Complaint Details:

Date: 5/8/2015

Location: FREMONT BL

Wind (from): North West

Temperature: 70 Degrees F

Time: 2:30 pm

Reported By: Bernard @ BAAQMD

Wind Speed: 10 mph

Weather: Sunny

Response and Follow-up:

Checked Irvington Pump Station for any chemical leaks and found no sign of an odor. We contacted the USD front desk who notified the Plant Manager. A mechanic was dispatched investigate. The mechanic inspected the facility and surrounding area and found no odor sources at that time. This information was relayed back to the Plant Manager who informed Bernard @ the BAAQMD.

2. Complaint Details:

Date: 5/19/2015

Location: OLD CANYON RD

Wind (from): West

Temperature: 70 Degrees F

Time: 4:00 pm

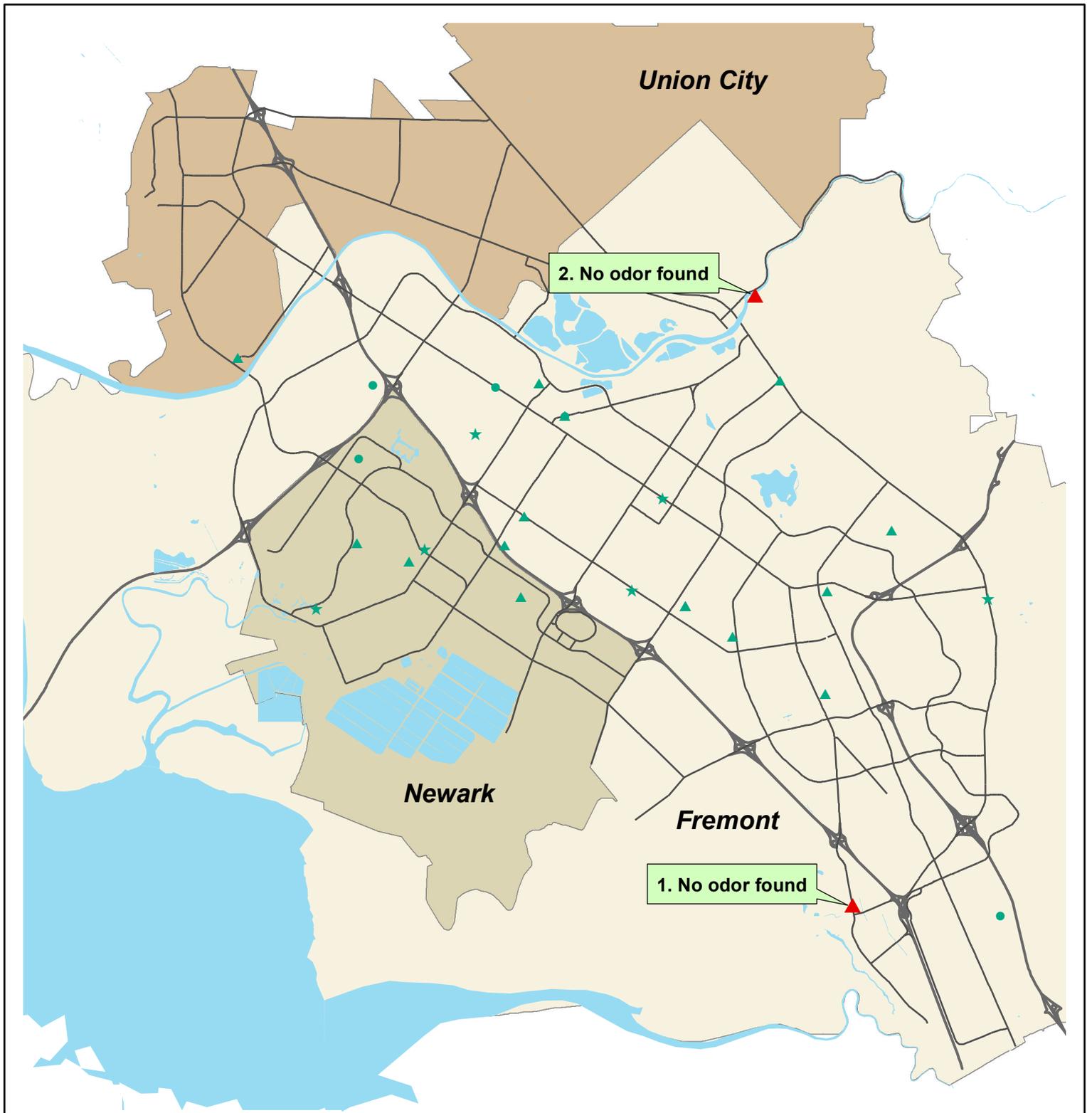
Reported By: Theresa Inerdickler

Wind Speed: 5 mph

Weather: Sunny

Response and Follow-up:

Inspected USD manholes and mains in the area. No odors were detected outside the residence or in the house. Homeowner was instructed to fill her P-traps because they may be dry. Homeowner was also instructed to inform her HOA if the smell returns because the lateral is connected to a private main.



Legend

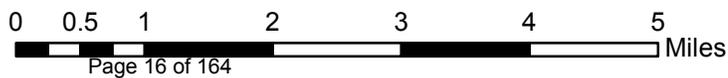
Odor Complaints: May 2015

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (0)
- ▲ No odor found (2)

Odor Complaints: Jun. 2014 to Apr. 2015

- ★ Odor found, USD resolved (6)
- Odor found, not related to USD (5)
- ▲ No odor found (16)

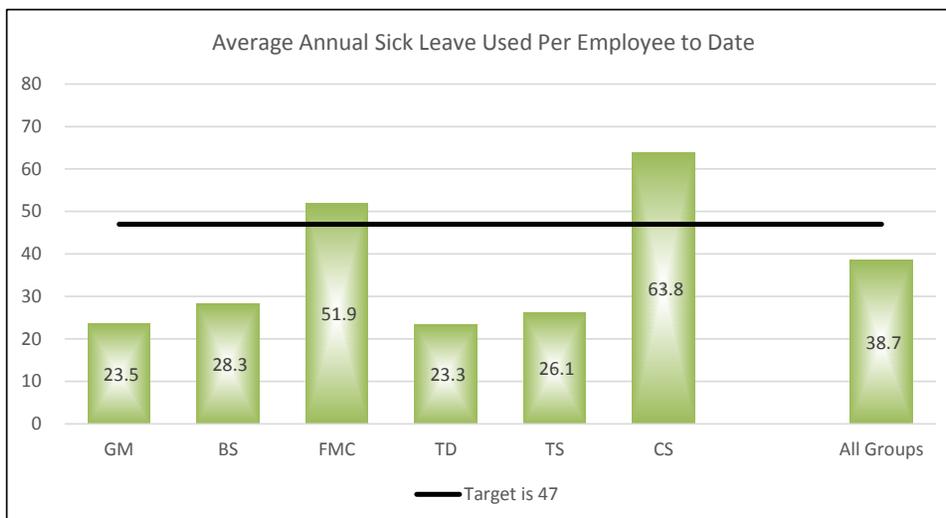
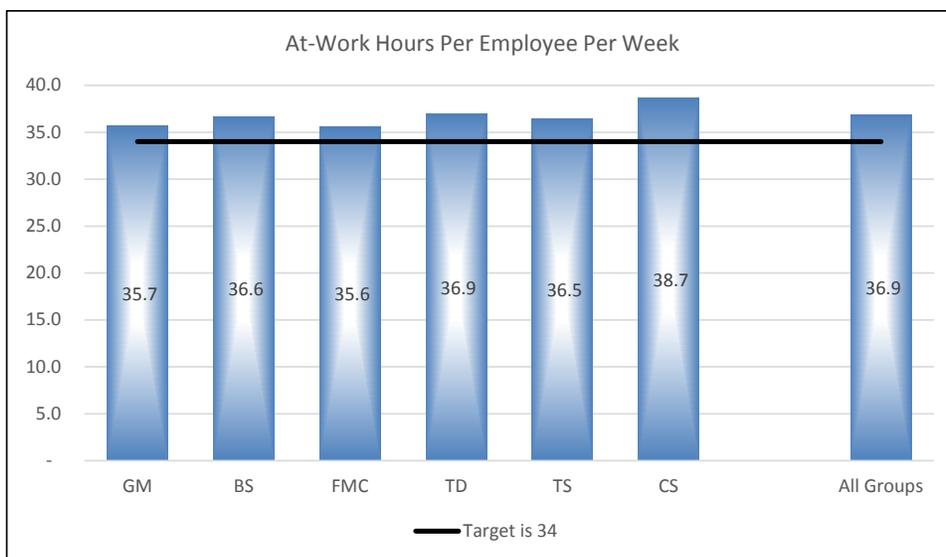
**Location of Odor Reports
June 2014 to May 2015**



HOURS WORKED AND LEAVE TIME BY WORK GROUP

July 16, 2014 through June 3, 2015

Weeks to Date: 46 out of 52 (88.5%)



NOTES

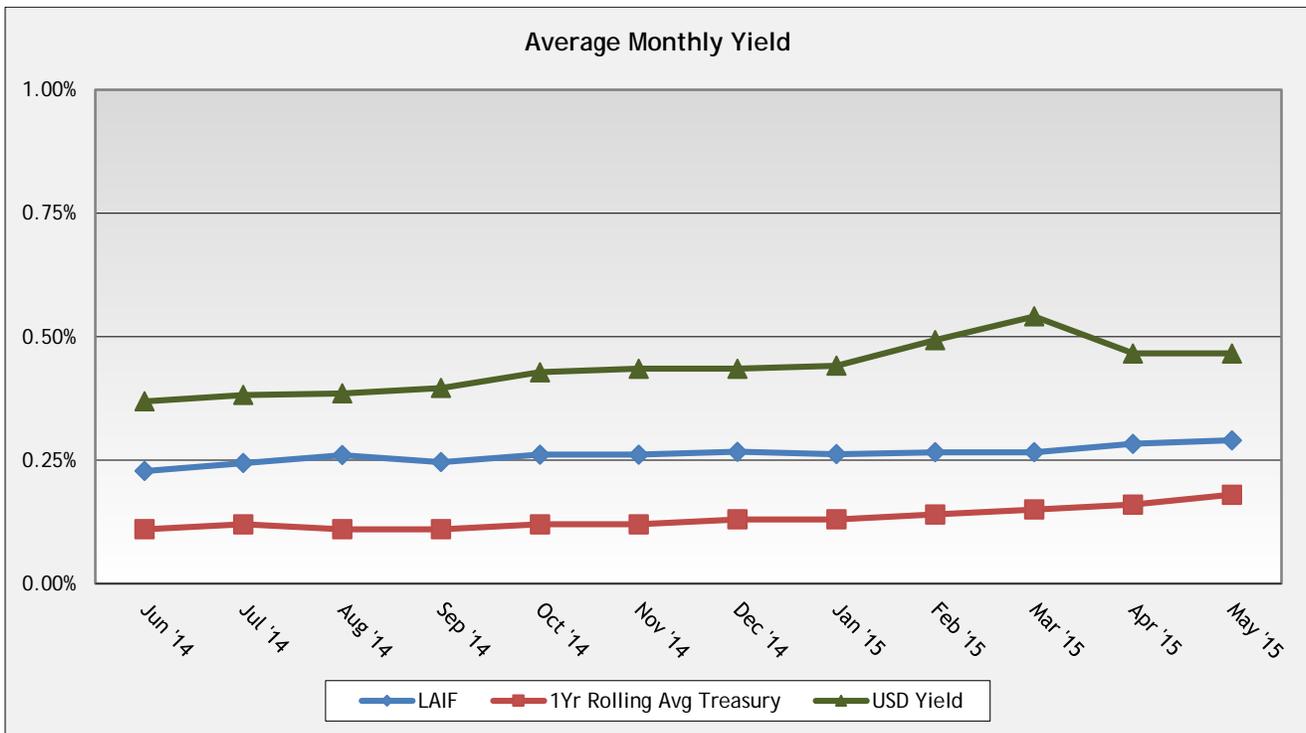
- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of **34.9** hours per week over the course of a year; with 20 vacation days, **34.2** hours per week.

**Business Services Group
Activities Report
May 2015**

- The recruitment for HR Analyst II was completed; Letty Najera was hired on 5/11/2015.
- The Organizational Performance Program Manager (OPPM) defined FMC Training Strategy documents/action plan.
- The OPPM established contacts for long-term Best Management Practice (BMP) site visits per ET directive.
- The OPPM planned, coordinated and hosted Monterey Regional Water Pollution Control Authority (MRWPCA) site visit and associated activities
- Supported USD Open House event
- Replaced the administrative domain controller server
- Transitioned to a new uniform vendor

AVERAGE MONTHLY YIELD



BUDGET AND FINANCE REPORT

FY 2015

Year-to-date as of 5/31/15

92% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/14
Capacity Fees	\$2,700,000	\$4,210,990	156%	\$3,315,007
Sewer Service Charges	47,448,461	45,751,388	96%	45,139,420
Operating	848,500	933,211	110%	1,072,242
Interest	299,000	292,559	98%	385,844
Misc. (incl. LAVWMA pymnt, solar, Cogen rebates)	1,994,200	2,118,270	106%	297,776
Subtotal Revenues	\$53,290,161	\$53,306,418	100%	\$50,210,289
SRF Loan Proceeds (Thickener)	3,390,000	3,752,942	111%	2,424,739
Total Revenues + SRF Proceeds	\$56,680,161	\$57,059,360	101%	\$52,635,028

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Prog.				
Capacity Projects	\$3,240,000	\$2,681,196	83%	\$5,592,023
Renewal & Repl. Projects	11,632,500	10,243,095	88%	14,195,068
Operating	32,659,214	27,329,265	84%	30,751,966
Special Projects	1,708,478	723,977	42%	775,361
Retiree Medical (Annual Required Contribution)	543,540	543,540	100%	462,852
Vehicle & Equipment	1,057,700	741,355	70%	784,695
Information Systems	1,216,000	502,761	41%	848,449
Plant & Pump Station R&R	250,000	115,990	46%	197,237
Pretreatment Fund	7,000	51,167	731%	5,124
County Fee for Sewer Service Charge Admin.	106,000	105,559	100%	105,559
Misc. (A/R write-off)	0	0	0%	1,343
Debt Servicing:				
SRF Loans (Irv., Wilw, LHH, Cdr, NPS, Sub1, Boyc, Prim CI)	3,127,389	3,127,110	100%	4,675,361
Total Expenses	\$55,547,821	\$46,165,014	83%	\$58,395,038
Total Revenue & Proceeds less Expenses	\$1,132,340	\$10,894,346		(\$5,760,010)

incl carbon analyzer & Legal

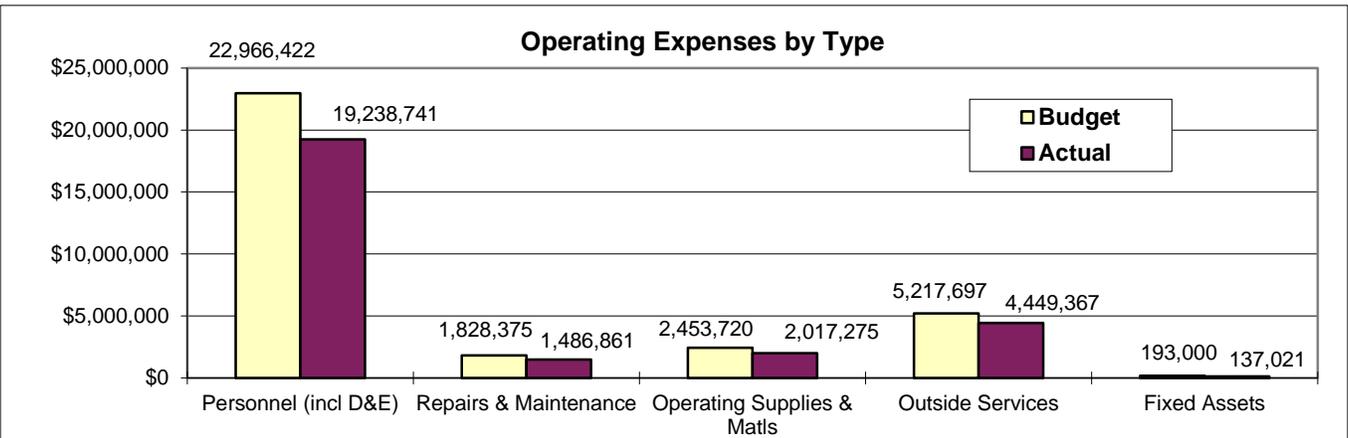
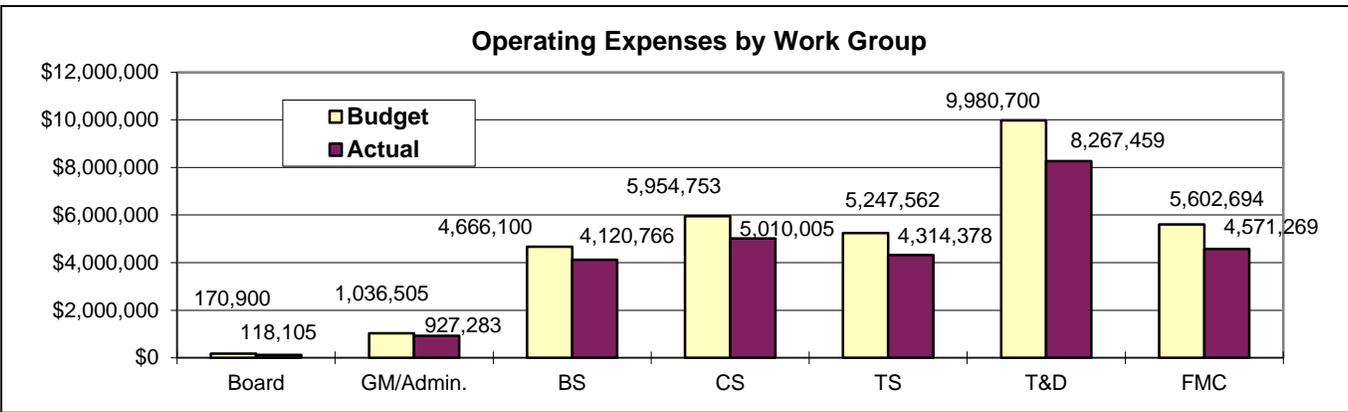
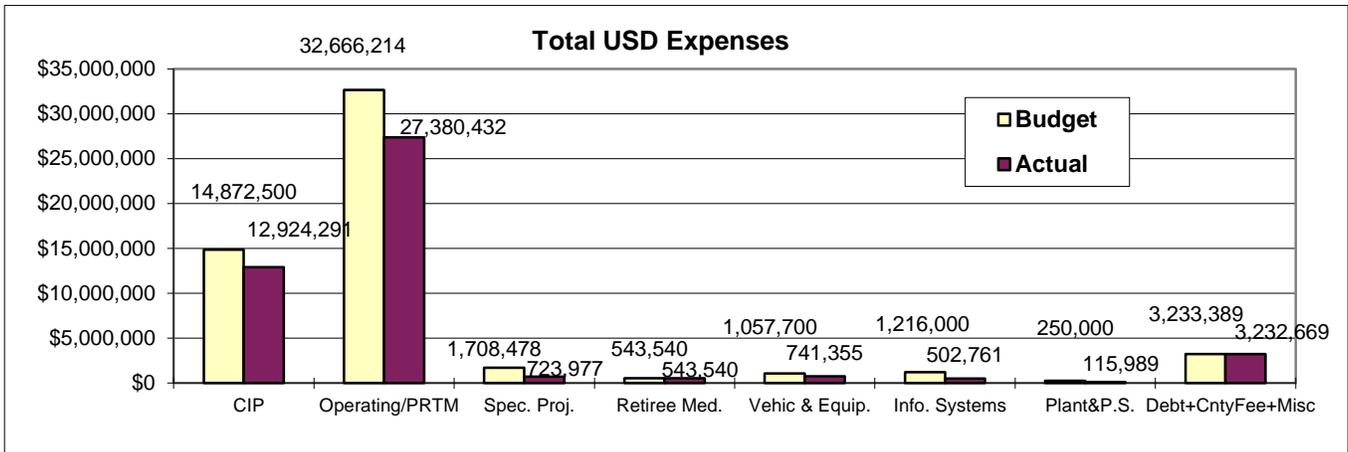
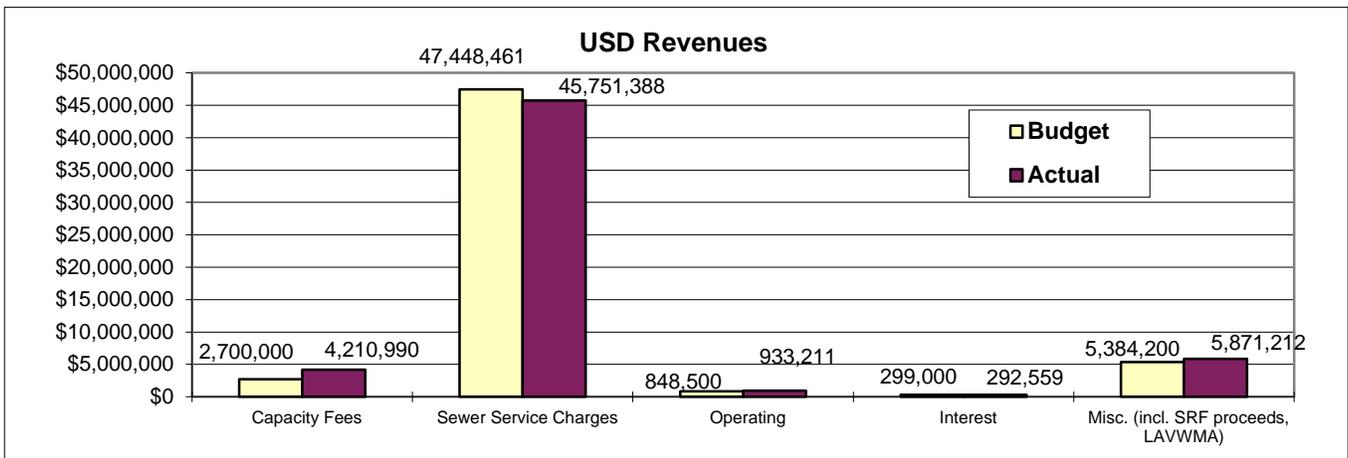
Gross Operating Expenses by Work Group

	Budget	Actual	% of Budget Used	Last Year Actuals
Board of Directors	\$170,900	\$118,105	69%	\$166,233
General Manager/Admin.	1,036,505	927,283	89%	1,153,217
Business Services	4,666,100	4,120,766	88%	4,416,832
Collection Services	5,954,753	5,010,005	84%	5,460,336
Technical Services	5,247,562	4,314,378	82%	4,850,139
Treatment & Disposal Services	9,980,700	8,267,459	83%	9,739,655
Fabrication, Maint. & Construction	5,602,694	4,571,269	82%	4,965,555
Total	\$32,659,214	\$27,329,265	84%	\$30,751,966

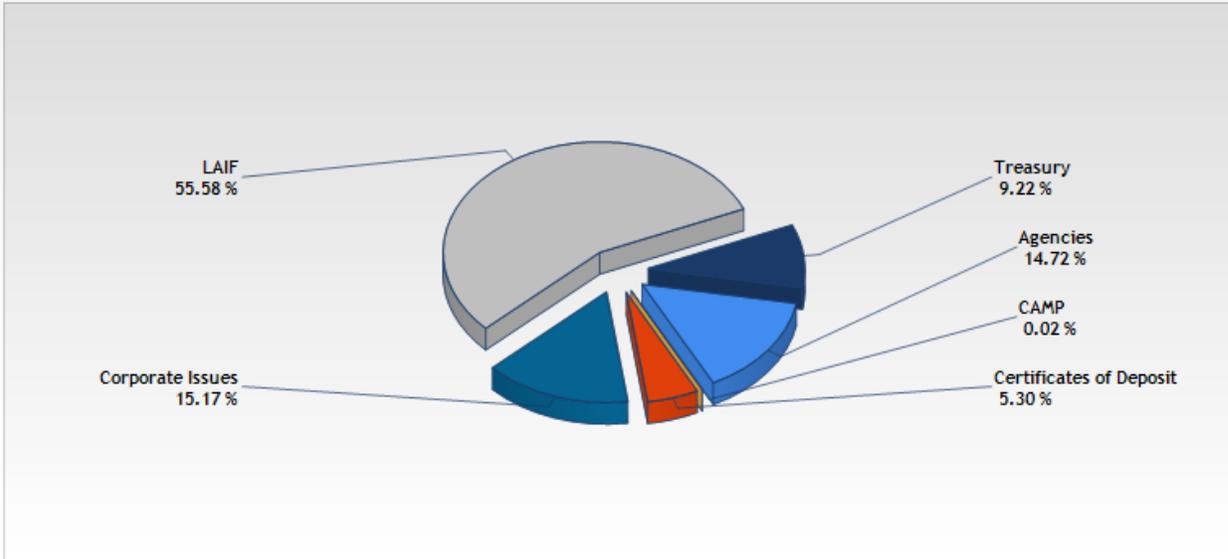
Operating Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$22,966,422	\$19,238,741	84% (92%)*	\$21,125,985
Repairs & Maintenance	1,828,375	1,486,861	81%	1,615,427
Supplies & Matls (chemicals, small tools)	2,453,720	2,017,275	82%	2,442,617
Outside Services (utilities, biosolids, legal)	5,217,697	4,449,367	85%	5,493,010
Fixed Assets	193,000	137,021	71%	74,927
Total	\$32,659,214	\$27,329,265	84%	\$30,751,966

* Personnel Budget Target



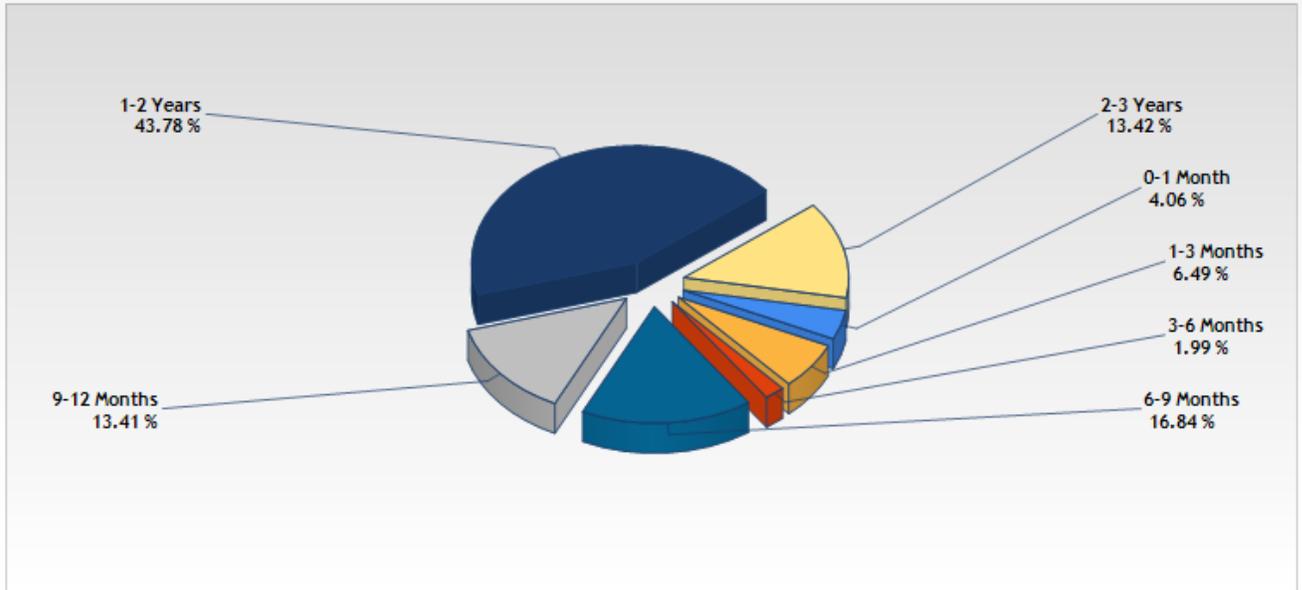
All Portfolio Holdings Distribution by Asset Class



Operating Fund Holdings Distribution by Asset Class



Operating Fund Maturity Distribution



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	980,000.00	0.751	997,663.40	25	4.06	980,920.55	980,563.45	0.07
1-3 Months	1,565,000.00	0.446	1,581,948.20	38	6.49	1,566,467.25	1,566,269.21	0.10
3-6 Months	480,000.00	0.400	480,000.00	95	1.99	480,218.62	480,000.00	0.26
6-9 Months	4,046,000.00	0.430	4,097,528.10	216	16.84	4,065,937.48	4,062,704.36	0.59
9-12 Months	3,240,000.00	0.514	3,231,880.00	329	13.41	3,240,636.76	3,236,704.05	0.90
1-2 Years	10,448,000.00	0.809	10,585,952.42	549	43.78	10,581,432.43	10,565,618.51	1.48
2-3 Years	3,240,000.00	0.897	3,239,520.00	773	13.42	3,241,956.53	3,239,538.07	2.10
Total / Average	23,999,000.00	0.683	24,214,492.12	430	100	24,157,569.62	24,131,397.65	1.16

**Union Sanitary District
Board Report - Holdings**
Report Format: By Transaction
Group By: Asset Class
**Portfolio/Report Group: All Portfolios
As of 5/31/2015**

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FHLB 0.75 7/28/2017-16	3130A4ZV7	Moodys- Aaa	4/28/2015	1,000,000.00	1,000,000.00	0.750	999,010.00	0.750	4/28/2016	7/28/2017	1.84
FHLB 0.8 3/17/2017-16	3130A4GT3	Moodys- Aaa	3/17/2015	1,000,000.00	1,000,000.00	0.800	1,001,780.00	0.800	3/17/2016	3/17/2017	1.84
FHLB 0.8 5/17/2017	3130A4Q54	Moodys- Aaa	3/27/2015	1,000,000.00	1,001,690.00	0.800	1,002,580.00	0.720		5/17/2017	1.84
FHLB 0.85 6/16/2017-16	3130A4GU0	Moodys- Aaa	3/16/2015	1,000,000.00	1,000,000.00	0.850	1,001,980.00	0.850	3/16/2016	6/16/2017	1.84
FHLMC 0.5 6/20/2016-14	3134G4N38	Moodys- Aaa	12/20/2013	1,000,000.00	1,000,000.00	0.500	999,550.00	0.500	6/20/2015	6/20/2016	1.84
FHLMC 0.75 2/13/2017	3134G6BQ5	Moodys- Aaa	2/13/2015	1,000,000.00	1,000,000.00	0.750	999,790.00	0.750		2/13/2017	1.84
FHLMC 1.05 6/30/2017-15	3134G5TE5	Moodys- Aaa	12/30/2014	1,000,000.00	1,000,000.00	1.050	1,000,750.00	1.050	6/30/2015	6/30/2017	1.84
FNMA 0.5 3/30/2016	3135GOVA8	Moodys- Aaa	1/24/2014	1,000,000.00	1,000,750.00	0.500	1,001,250.00	0.465		3/30/2016	1.84
Sub Total / Average				8,000,000.00	8,002,440.00	0.750	8,006,690.00	0.736			14.70
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	9,794.30	9,794.30	0.080	9,794.30	0.080	N/A	N/A	0.02
Sub Total / Average				9,794.30	9,794.30	0.080	9,794.30	0.080			0.02
Certificates of Deposit											
Ally Bank 1 10/24/2016	02006LKM4	None	10/23/2014	240,000.00	240,000.00	1.000	241,208.40	1.000		10/24/2016	0.44
	02587CBZ2	None	10/23/2014	240,000.00	240,000.00	1.100	241,548.91	1.100		10/24/2016	0.44

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
American Express Bank 1.1 10/24/2016											
Bank of China NY 0.5 2/4/2016	06426TCH0	None	2/4/2015	240,000.00	240,000.00	0.500	240,127.35	0.500		2/4/2016	0.44
Beal Bank USA 0.45 9/2/2015	07370WLQ7	None	12/3/2014	240,000.00	240,000.00	0.450	240,140.39	0.450		9/2/2015	0.44
BMW Bank North America 0.5 3/14/2016	05568P6V4	None	3/31/2014	240,000.00	239,760.00	0.500	240,076.76	0.552		3/14/2016	0.44
Capital One Bank 1 10/24/2016	140420QG8	None	10/22/2014	240,000.00	240,000.00	1.000	241,208.40	1.000		10/24/2016	0.44
Discover Bank 0.5 6/11/2015	254671D72	None	12/24/2013	240,000.00	239,918.40	0.500	240,029.43	0.523		6/11/2015	0.44
Goldman Sachs Bank 1 10/16/2017	38148JQX2	None	4/27/2015	240,000.00	239,520.00	1.000	240,216.53	1.069		10/16/2017	0.44
Great Midwest Bank 0.75 7/27/2016	39083PCK6	None	10/27/2014	240,000.00	240,000.00	0.750	240,519.47	0.750		7/27/2016	0.44
Merrick Bank 0.5 6/30/2015	5912Y5Y9	None	12/30/2013	240,000.00	240,000.00	0.500	240,066.12	0.500		6/30/2015	0.44
Mizuho Bank USA 0.35 9/4/2015	60688MKK9	None	3/4/2015	240,000.00	240,000.00	0.350	240,078.23	0.350		9/4/2015	0.44
Santander Bank 0.5 2/4/2016	80280JDH1	None	2/4/2015	240,000.00	240,000.00	0.500	240,127.35	0.500		2/4/2016	0.44
Sub Total / Average				2,880,000.00	2,879,198.40	0.679	2,885,347.34	0.691			5.29

Corporate Issues

Caterpillar Financial 1 3/3/2017	14912L5Z0	Moodys-A2	12/23/2014	1,313,000.00	1,307,603.57	1.000	1,315,429.05	1.190		3/3/2017	2.40
General Electric Capital Corp 1.625 7/2/2015	36962G5Z3	Moodys-A1	3/31/2014	1,000,000.00	1,014,530.00	1.625	1,001,100.00	0.460		7/2/2015	1.86
	36962G5F7		11/30/2012	500,000.00	517,745.00	2.375	500,825.00	0.980		6/30/2015	0.95

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
General Electric Capital Corp 2.375 6/30/2015		Moodys-A1									
General Electric Capital Corp 5.4 2/15/2017	36962G2G8	Moodys-A1	3/2/2015	1,085,000.00	1,179,514.35	5.400	1,166,635.40	0.890		2/15/2017	2.17
International Business Machs 0.45 5/6/2016	459200HL8	Moodys-Aa3	11/26/2013	1,000,000.00	996,840.00	0.450	999,620.00	0.580		5/6/2016	1.83
JP Morgan Chase 2.6 1/15/2016	46625HHW3	Moodys-A3	12/1/2014	566,000.00	577,518.10	2.600	572,412.78	0.775		1/15/2016	1.06
Royal Bank of Canada 2.3 7/20/2016	78008TLB8	Moodys-Aa3	12/23/2014	1,190,000.00	1,217,310.50	2.300	1,211,562.80	0.830		7/20/2016	2.24
US Bankcorp 2.2 11/15/2016	91159HHB9	Moodys-A1	3/31/2015	900,000.00	920,304.00	2.200	917,820.00	0.797		11/15/2016	1.69
Well Fargo Bank 0.75 7/20/2015	94985H5F7	Moodys-Aa3	3/31/2014	565,000.00	567,418.20	0.750	565,367.25	0.420		7/20/2015	1.04
Sub Total / Average				8,119,000.00	8,298,783.72	2.140	8,250,772.28	0.794			15.25
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	30,202,178.12	30,202,178.12	0.290	30,202,178.12	0.290	N/A	N/A	55.49
Sub Total / Average				30,202,178.12	30,202,178.12	0.290	30,202,178.12	0.290			55.49
Treasury											
T-Bond 0.25 5/16/2016	912828VC1	Moodys-Aaa	1/24/2014	1,000,000.00	994,530.00	0.250	999,690.00	0.488		5/16/2016	1.83
T-Note 0.375 2/15/2016	912828UM0	Moodys-Aaa	1/24/2014	1,000,000.00	999,530.00	0.375	1,001,090.00	0.398		2/15/2016	1.84
T-Note 0.5 6/15/2016	912828VG2	Moodys-Aaa	3/27/2014	1,000,000.00	999,530.00	0.500	1,001,800.00	0.521		6/15/2016	1.84
T-Note 1.375 11/30/2015	912828PJ3	Moodys-Aaa	12/20/2013	2,000,000.00	2,040,480.00	1.375	2,012,180.00	0.330		11/30/2015	3.75
Sub Total / Average				5,000,000.00	5,034,070.00	0.780	5,014,760.00	0.413			9.25

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Total / Average				54,210,972.42	54,426,464.54	0.706	54,369,542.04	0.465			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements.

Union Sanitary District
Board Report - Activity
Portfolio/Report Group: All Portfolios
From 5/1/2015 To 5/31/2015

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
CALLED								
FHLMC 0.9 5/26/2017-15	3134G6CE1	1,000,000.00	1,000,000.00	0.00	0.900	0.000	5/26/2015	1,000,000.00
Sub Total / Average		1,000,000.00	1,000,000.00	0.00				1,000,000.00
DEPOSIT								
CAMP LGIP	LGIP4000	0.69	0.69	0.00		0.000	5/29/2015	0.69
LAIF LGIP	LGIP1002	730,000.00	730,000.00	0.00		0.000	5/29/2015	730,000.00
Sub Total / Average		730,000.69	730,000.69	0.00				730,000.69
INTEREST								
CAMP LGIP	LGIP4000	0.00	0.00	0.69		0.000	5/29/2015	0.69
FHLB 0.8 5/17/2017	3130A4Q54	0.00	0.00	1,311.11	0.800	0.000	5/17/2015	1,311.11
FHLMC 0.9 5/26/2017-15	3134G6CE1	0.00	0.00	2,250.00	0.900	0.000	5/26/2015	2,250.00
Great Midwest Bank 0.75 7/27/2016	39083PCK6	0.00	0.00	147.95	0.750	0.000	5/27/2015	147.95
International Business Machs 0.45 5/6/2016	459200HL8	0.00	0.00	2,250.00	0.450	0.000	5/6/2015	2,250.00
Merrick Bank 0.5 6/30/2015	5912Y5Y9	0.00	0.00	98.63	0.500	0.000	5/28/2015	98.63
T-Bond 0.25 5/16/2016	912828VC1	0.00	0.00	1,250.00	0.250	0.000	5/15/2015	1,250.00
T-Note 1.375 11/30/2015	912828PJ3	0.00	0.00	13,750.00	1.375	0.000	5/31/2015	13,750.00
US Bankcorp 2.2 11/15/2016	91159HHB9	0.00	0.00	9,900.00	2.200	0.000	5/15/2015	9,900.00
Sub Total / Average		0.00	0.00	30,958.38				30,958.38
WITHDRAW								
LAIF LGIP	LGIP1002	500,000.00	500,000.00	0.00		0.000	5/6/2015	500,000.00
LAIF LGIP	LGIP1002	800,000.00	800,000.00	0.00		0.000	5/8/2015	800,000.00
LAIF LGIP	LGIP1002	300,000.00	300,000.00	0.00		0.000	5/15/2015	300,000.00

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Sub Total / Average		1,600,000.00	1,600,000.00	0.00				1,600,000.00

**MONTHLY OPERATIONS REPORT FOR THE MONTH OF MAY 2015
TECHNICAL SUPPORT WORK GROUP SUMMARY**

Capital Improvement Program

Cogeneration Project – The project is complete.

Primary Digester No. 5 Rehabilitation Project – Project was accepted by the Board on the meeting of May 11. Notice of Completion was recorded with the County’s Recorder Office on May 19; and the final payment may be made to the Contractor after June 23.

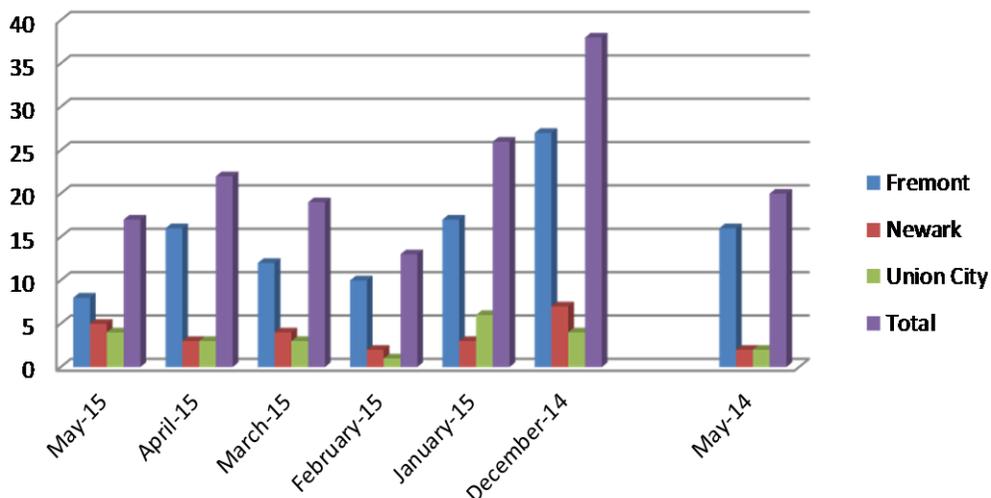
Thickener Control Building Improvements Project – Contractor commenced with the excavation east of the Thickener Control Building in preparation of the upcoming temporary sludge bypass pipeline system. Contractor completed the installation of conduits and panels on the roof of the Thickener Electrical Building. Contractor commenced with the mechanical and electrical work in Heating and Mixing Building Nos. 1 and 3 and Sludge Pump Room No. 3.

Newark Backyard Sanitary Sewer Relocation Project Phase 2 – Construction is in progress. Contractor has installed a total of about 500 LF of new 8” diameter sewer pipe on George Avenue and Jennifer Street, and relocated 7 laterals.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

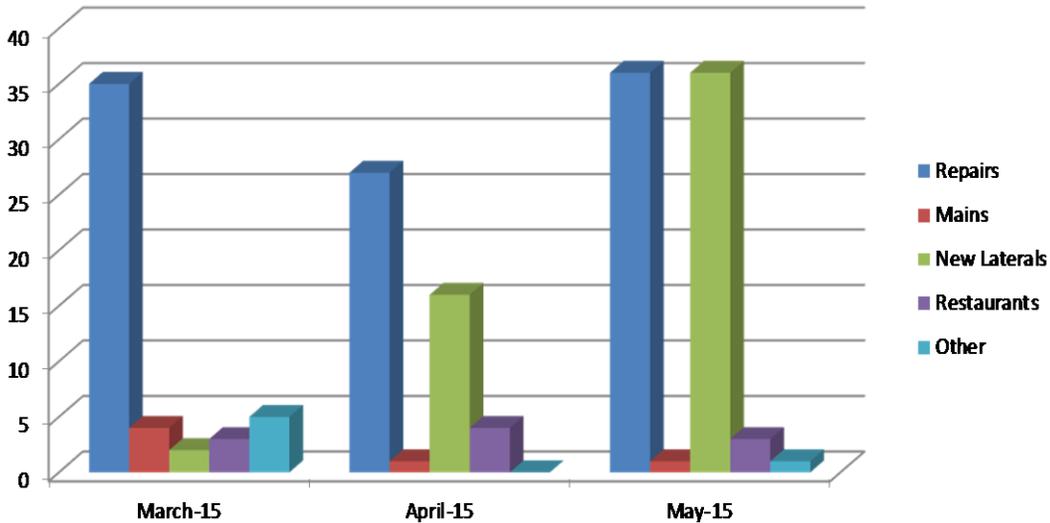
Month	Fremont	Newark	Union City	Total
May-15	8	5	4	17
April-15	16	3	3	22
March-15	12	4	3	19
February-15	10	2	1	13
January-15	17	3	6	26
December-14	27	7	4	38
May-14	16	2	2	20
6-Month Total				135



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
May-15	36	1	36	3	1
April-15	27	1	16	4	0
March-15	35	4	2	3	5

New Laterals - New residential lateral connections
 Other - Non-residential construction (except restaurants)



Communication & Graphics

- Led Open House Planning Team in preparation and execution of for May 9, 2015 event – meetings, communication, event coordination, post-event activities. Developed District Fact Sheets and talking points for employee use at event. Led debrief meeting with Planning Team post-event. Posted event information on USD’s website, Facebook and Twitter accounts.
- Represented USD at ACWD Board meeting to present Alameda County Science Fair Excellence in Water/Wastewater research special award to winner from our service area. Spoke at meeting to explain USD/ACWD participation in regional award.
- Union City Chamber of Commerce activities – Board President. Chaired Board meetings, met with office staff and chamber ambassadors, networked with contacts regarding future activities, met with City elected officials and staff members. Chamber Mixer held at Kaiser Union City offices on May 13, 2015.
- Website redesign project activities – continued work with designer, met with GM for feedback to adjustments.
- Designed Certificate of Merit ads for Argus and Tri-City Voice, ensured that poster was printed for event, took photographs of event and award winners at EC’s request, posted event info on USD’s website, Facebook and Twitter accounts.
- Attended Social Media Training seminar for Public Information Officers in Bay Area region.

Environmental Compliance

Pollution Prevention Program

USD’s Environmental Compliance team conducts pollution prevention inspections to restaurants, car wash business, and other commercial facilities. EC also conducts inspections and enforcement for the City of

Fremont’s Environmental Services group. We conduct over 600 Stormwater compliance inspections every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

For the past month, the EC team conducted 64 Stormwater (Urban Runoff), and 46 FOG (restaurant) inspections. Inspectors identified 22 Stormwater and 22 FOG enforcement actions. 5 of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. Two of the fines were for repeated violations and three were for illicit discharges to Fremont’s storm drain system.

Urban Runoff Inspections and Enforcements

May 2015	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	3
	65	8	1	7	5	1	22	% enforcement	33.8

FOG Inspections and Enforcements

May 2015	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% enforcement	47.8%
	46	15	6	1	0	0	22		

Enforcements:

VW – Verbal Warning

WL – Warning Letter

NOV – Notices of Violation

AF – Administrative Fine

LA – Legal Action

NOD – Notice of Deficiency

AO – Administrative Order

C&D – Cease & Desist Order

SNC – Significant Non Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
4	7	None

Industrial Pretreatment

The Industrial Pretreatment program has a number of pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
Ceramic Tech-Class II	Ghilotti Construction Company-Groundwater
Gooch and Housego- Class II	Mountain Cascades- Groundwater
Mission Linen-Class I	ACWD- Groundwater
De Anza Tile-Class II	

Permits Issued

Company Name	Date Permit Issued
None	

Industrial Closures

Company Name	Date of Closure
Analog Semiconductors	4/16/15

Reports (Annual & Semi-Annual Pretreatment Report, Union City Report, etc.)

Report Name	Date Report Completed and Submitted
None	

Enforcement Action

IU Name & Nature of Business	Comments	City	Parameters Violated	Discharge concentration (mg/L)	USD/Fed Limit (mg/L)	Enforcement (1)
Hayward Quartz #4	Hayward Quartz is a manufacturer of parts for the electronics industry. They have two permitted facilities. This fab has an acid waste neutralization and fluoride treatment system that discharges to a large holding tank. This is the first violation from this facility since 2007.	F	pH	11.3 units	7-11 units (USD Local Limit)	WL

(1) WL – Warning Letter

C&D – Cease and Desist Order

NOV – Notices of Violation

SNC – Significant Non Compliance

AO – Administrative Order

EM – Enforcement Meeting

Other - Team training, Special Meetings, Conferences, Special Recognition, IAC (topics)

Activity	Date of Event	Attendees
None		

Engineering/Construction

No. of projects under construction: **4**

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for May 2015 Activity
1.	Cogeneration Project – Raymond	\$10,566	2/15	100%	100%	Project is complete.
2.	Thickener Control Building Improvements Project – Curtis	\$9,990	9/16	40%	40%	Contractor commenced with the excavation east of the Thickener Control Building in preparation of the temporary bypass work.

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for May 2015 Activity
3.	Primary Digester No. 5 Rehabilitation Project - Chris P.	\$779	12/14	100%	100%	Board accepted project on May 11. Notice of Completion recorded and final payment can be made after June 23.
4.	Newark Backyard SS Relocation – Phase 2 – Rollie/Al B.	\$2,100	10/15	10%	14%	Construction began on George Ave proceeding onto Jennifer St.

Design/Study

No. of projects in design/study phase: **16**

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for May 2015 Activity
1.	Irvington Basin Master Plan Update – Capacity Assessment - Rollie	\$231	6/15	61%	89%	Flow model updated but decision on whether to use a new design storm event pending in June.
2.	Local Limits and Wastewater Treatability Study – Michael D.	\$107	6/15	100%	100%	Project is complete. No additional work is anticipated.
3.	Seismic Study - Raymond	\$210	6/15	95%	95%	Consultant completed the detailed seismic evaluation of four structures and will submit draft report in June.
4.	Cast Iron Lining Phase VI – Andrew	In-House	12/14	100%	100%	Design completed. Will advertise for bid in 2016.
5.	Miscellaneous Spot Repairs Phase VI – Andrew	In-House	4/15	100%	100%	Advertised for bid on May 5, 2015. Addendum No. 1 sent out on May 21st to postpone the bid opening to June 9th.
6.	Alvarado-Niles Road SS Rehabilitation – Chris E.	\$248	4/15	96%	96%	Project design on hold; pending schedules of other construction activities on Alv.-Niles Rd.
7.	Pine St. Easement Improvements – Chris E.	\$59	7/15	70%	79%	Workshop held. Rehabilitation alternative being evaluated.

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for May 2015 Activity
8.	Water Storage Tank & Well – Chris E.	\$28	3/15	100%	100%	Study tech memo finalized.
9.	Plant Site Use Study – Curtis	\$200	6/15	95%	95%	Consultant submitted the final report. Staff will present findings to the Board on June 15.
10.	MCC and PLC Replacement Project, Phase 3 – Chris P.	\$78	6/15	80%	90%	Beecher Engineering is working on the 90% design submittal, due in June.
11.	Generator Controls Upgrade Project – Chris P.	\$72	6/15	55%	80%	Completed the second alternatives workshop for the predesign report.
12.	Plant Facilities Improvements Project – Thomas	\$318	10/15	10%	10%	Kickoff meeting was held. Consultant is working on 50% plans and spec.
13.	Plant Lighting Study – Thomas	\$50	3/15	100%	100%	Put lighting projects from Study into 2 groups, to be completed either by FMC or CIP
14.	Pump Station Master Plan – Raymond	\$175	7/15	75%	75%	Consultant will submit the draft report in June.
15.	Aeration Blower Project – Curtis	\$96	7/15	50%	60%	Consultant will submit the 50% design submittal in June.
16.	Newark Backyard SS Relocation Phase 3 – Al/Rollie	\$160	02/16	3%	2%	Community Outreach Meeting scheduled for 6/2/15

**COLLECTION SERVICES
ACTIVITIES REPORT
May 2015**

Progress/Accomplishments

- Completed over 23 miles of cleaning and over 11 miles of televising of sewer lines in May
- Responded to 20 service request calls in May
- Completed a total of 12 main repairs in May
- Marked and located all sewer lines (Underground Service Alerts)
- Provided support on the following projects: Mobile Technologies' Study, Newark Lateral Relocation
- Performed by-pass exercise and debrief
- Assisted City of San Jose with spill estimation
- Began recruitment process for two CSW's
- Hosted Disaster Preparation Training for MSA
- Participated in Collection System of the Future Group
- Continued on our progress on catching up on 72 Month Cleaning and Inspection PMP
- Provided CCTV and Hydro Jetting services to the City of Fremont.

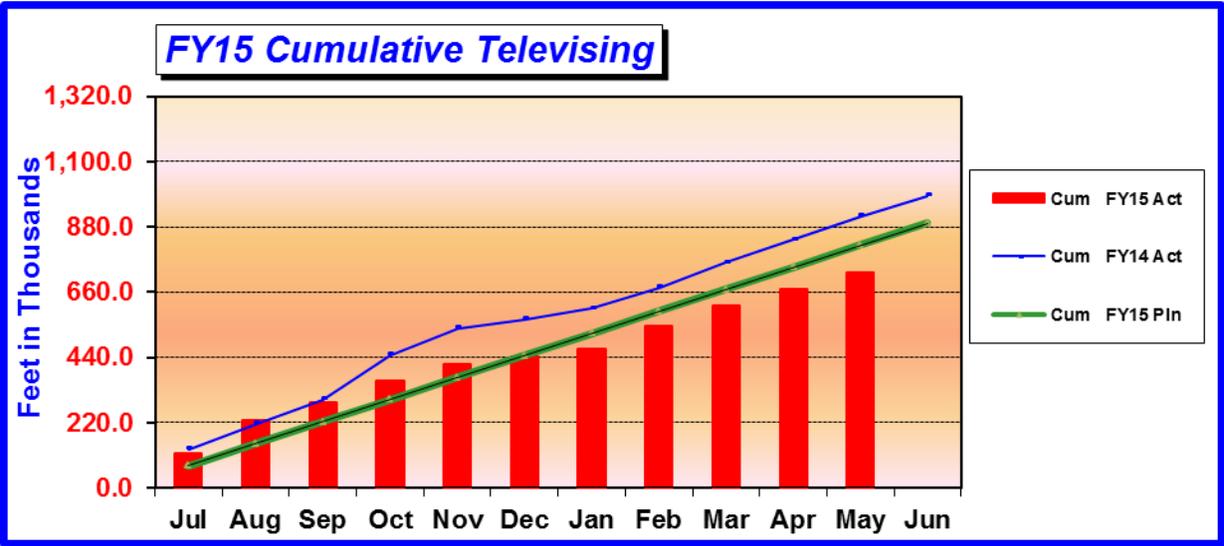
Training for Collections included; Confined Space Practical, USA Training, By-pass Training, CWEA Supervisor Safety Seminar, Sewer Line Cleaning & Special Tools SOP, Wash Down Street & Manholes SOP

Future Planning

- Continue effort of to catch up on 72 Month Cleaning and Inspection PMP

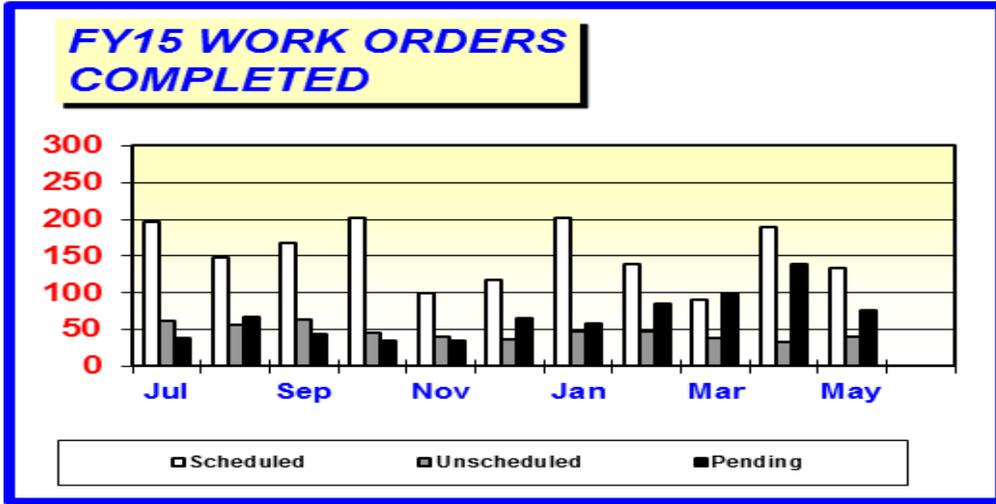
Performance Measures



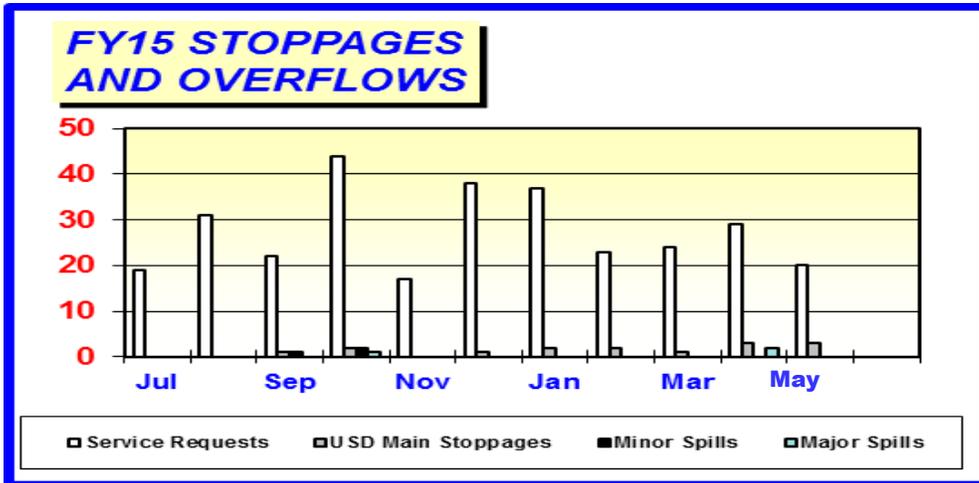


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



**FMC
Activities Report
May 2015**

Progress/Accomplishments

- Completed 93% preventive maintenance activities for the month of May
- Completed 69 corrective maintenance work orders for the month of May
- Replaced centrifuge discharge end bearing in centrifuge #1 and determine cause of failure
- Replaced Cogen #2 gas proportioning valve
- Overhauled Centrifuge #3

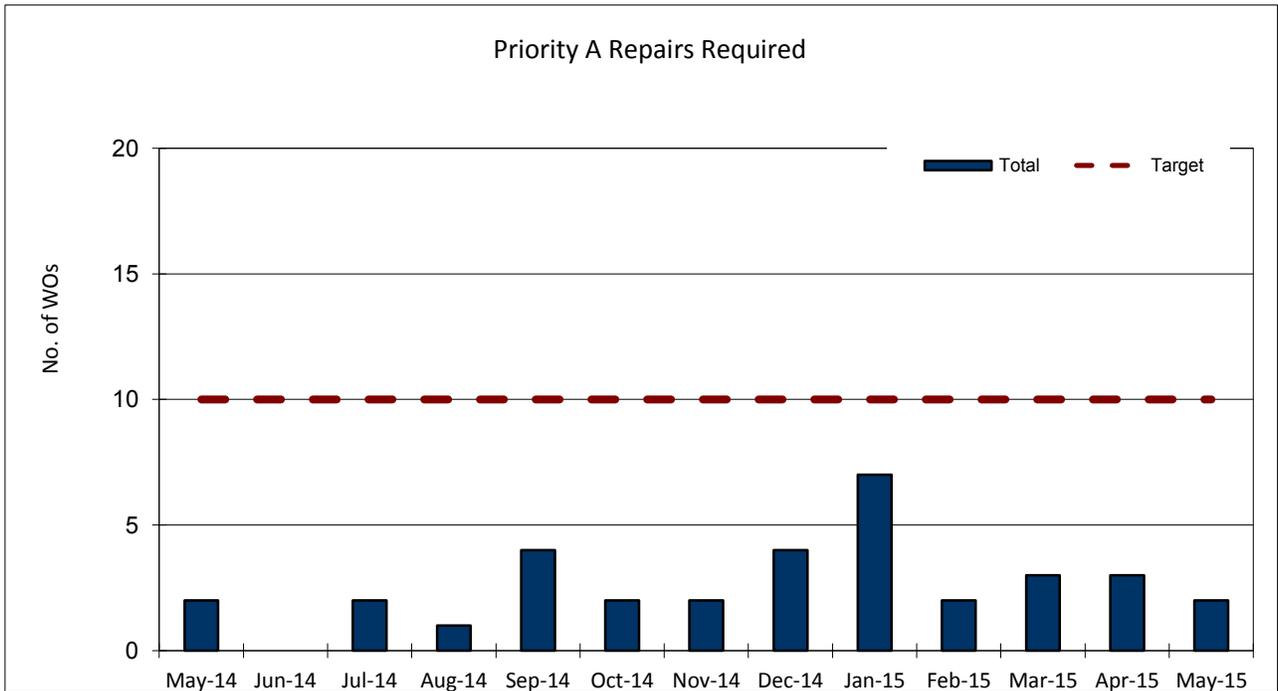
Future Planning

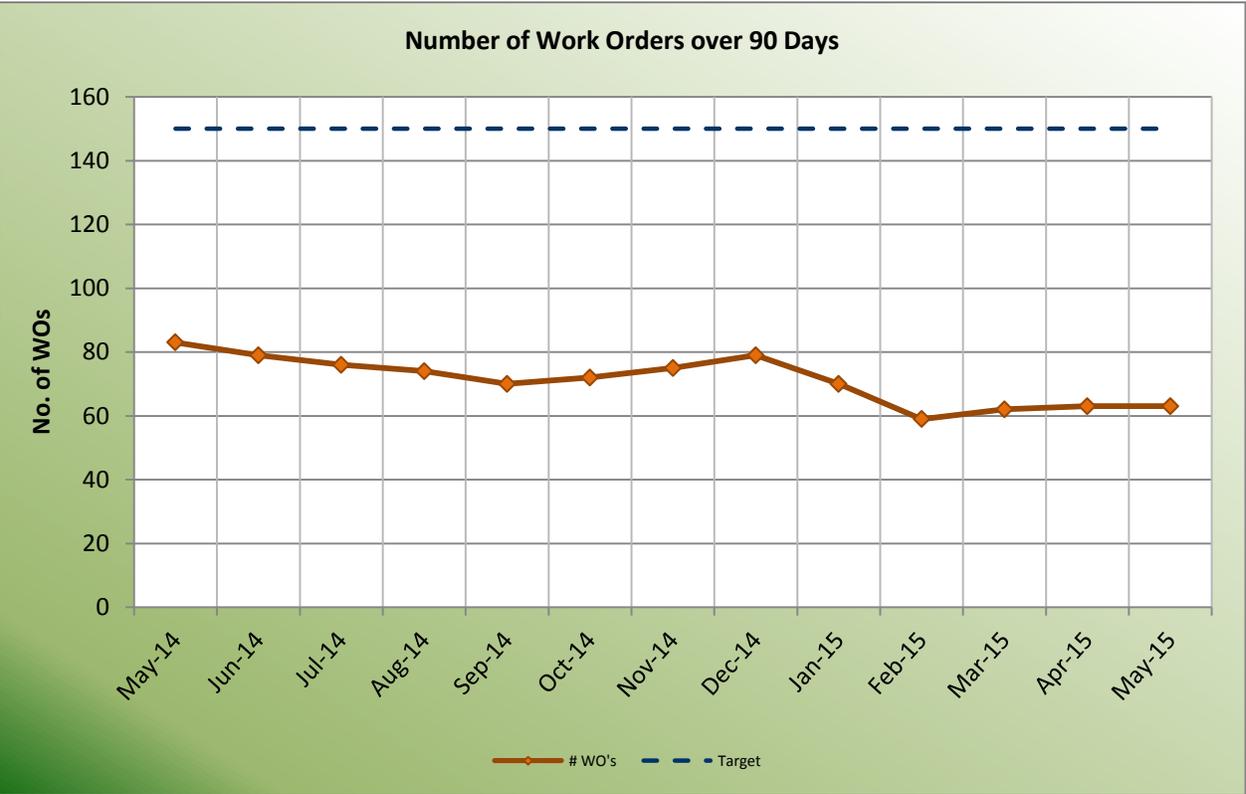
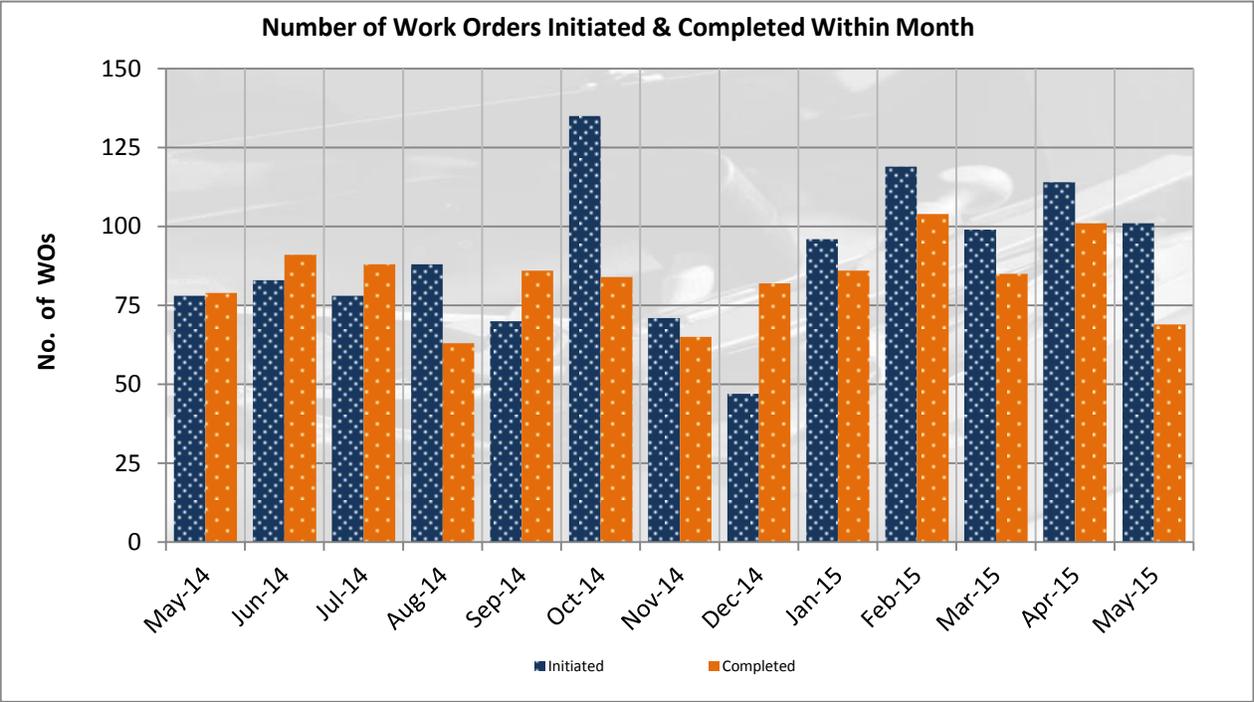
- Overhaul Centrifuge #4
- GBT Poly Tank Ladder Modification
- Replace Actuators at Boyce Lift Station

Other

- Two mechanics to attend Underground Storage Tank Training

Performance Measurements





**Treatment & Disposal
Activities Report
May 2015**

Progress/Accomplishments

- Completed 100% preventive maintenance activities for the month of May.
- T&D staff participated in the USD Open House on May 9, 2015.
- Hosted B&C on site to provide information needed for the BACWA Nutrient Reduction Project.
- Attended CASA/CWEA Biosolids Seminar.
- Attended the BACWA Air Permit meeting.
- Met with Evoqua to discuss possible mobile membrane technology.
- Met with CIP to assist in developing scope for the Plant Solids System/Capacity.
- Ongoing discussion with PG&E and trying to determine the best rate schedule for IPS.

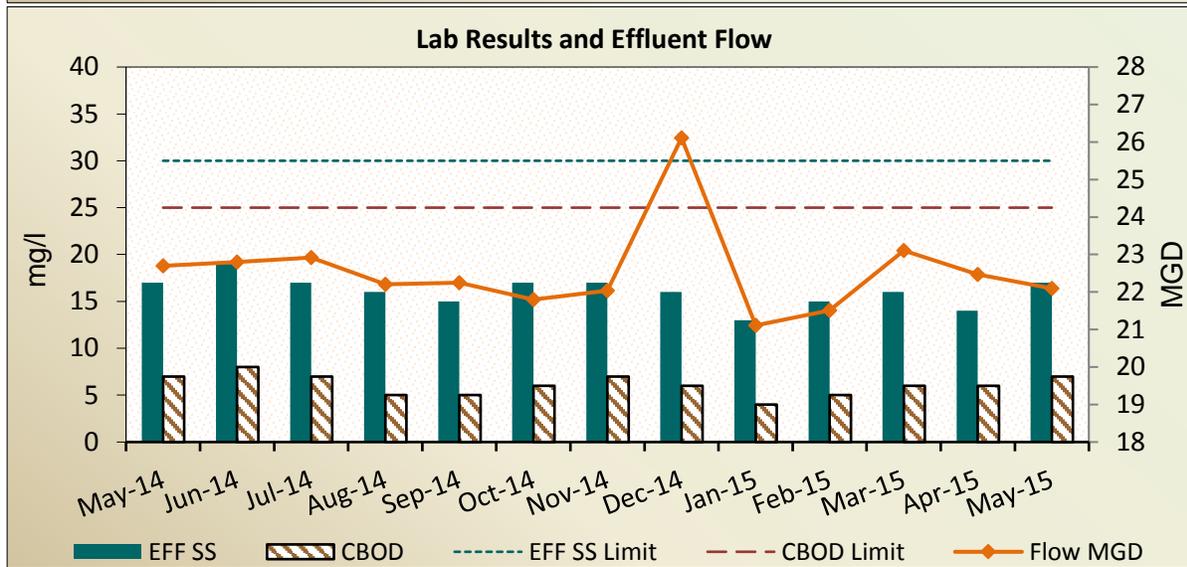
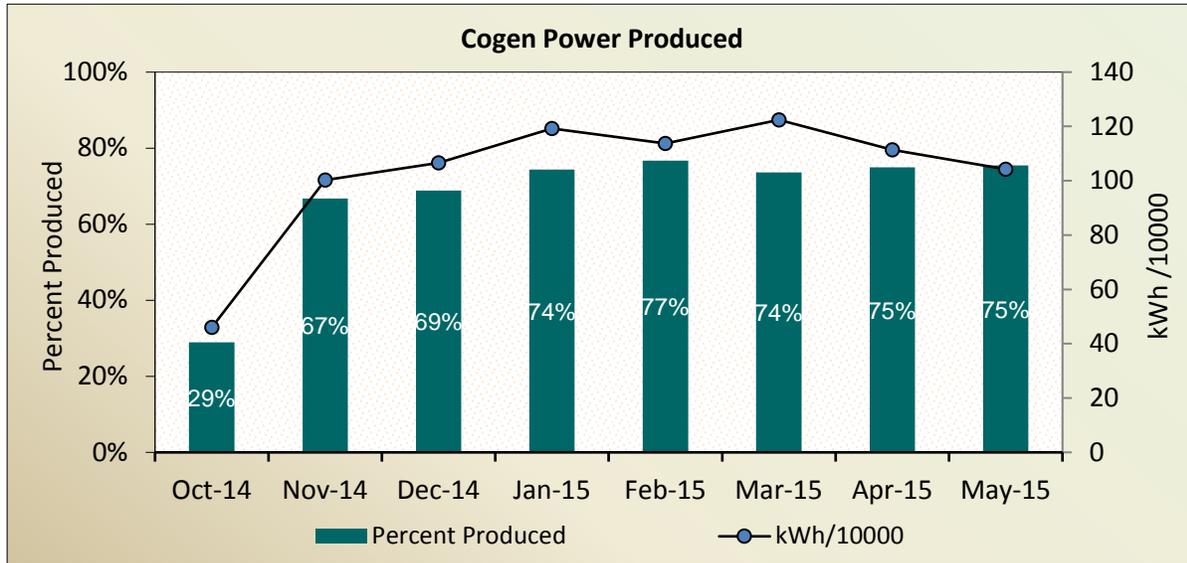
Future Planning

- Present Hayward Marsh Options Study to the Board.
- Attend WEF Biosolids Energy Conference.

Other

- Cogen system produced 75% of power consumed for the month of May.

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Mar 2015	Apr 2015	May 2015
Copper, µg/l	78	5.9	4.6	4.4
Mercury, µg/l	0.066	0.00219	0.00219	0.00259
Cyanide, µg/l	42	E 3.0	< 3.0	< 3.0
Ammonia- N, mg/L (Range)	130	38 - 45	37 - 42	42 - 44
Dioxin-Toxicity Equivalent (TEQ), µg/l	2.8 x 10 ⁻⁸	not tested	not tested	not tested
Fecal Coliform, MPN/100ml (Range)				
• 5-Sample Geometric Mean	500	11 - 42	11 - 44	21 - 30
• 11-Sample 90th Percentile	1100	40 - 75	52 - 172	40 - 107
Enterococci *				
• 5-Sample Geometric Mean	242	10 - 62	30 - 63	Oct-75

E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.
 * Enterococci values are the weekly concentration range not the 5-Sample Geometric Mean range.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 16, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Roslyn Fuller, Purchasing Agent
David M. O'Hara, Legal Counsel

SUBJECT: Agenda Item No. 8 - Meeting of June 22, 2015
Consider the Claim of Paul E. Whitman, #5 Kootenai Court, for Cost of Lateral Repair

Recommendation

Deny the claim, since there does not appear to be any responsibility of Union Sanitary District for the blockage of the sewer lateral.

Background

On April 20, 2015, Paul Whitman, owner of 5 Kootenai Circle, Fremont, made a claim against Union Sanitary District for \$7,380.00 for repairs and clearance of a blockage in the sewer lateral at the Whitman property. The lateral blockage was reported to the District at 20 minutes after midnight on August 31, 2014. A crew was dispatched at 1:00AM and found the sewer main in front of the residence to be flowing properly.

On October 2, 2014 a video inspection was made of the Whitman lateral. Exhibit A is a frame from the video showing the sewer lateral with a root intrusion. The roots were growing from the lateral in to the sewer main, but only a slight amount was in the sewer main having no effect on the sewer main line flow.

The owner engaged the services of Streamline Plumbing to fix the lateral pipe. Exhibit B shows the remnants of a portion of the lateral removed as part of the repair and replacement of the lateral. During the lateral repair operation, on October 20, 2014, it was discovered that the wye

connecting the Whitman lateral to the USD main was broken. The District has paid \$500 for that part of the repair job related to the wye repair. This payment was made to Streamline Plumbing, the permit holder, in accordance with the District's wye replacement process.

The claim for the lateral repair was filed late. However, the District has a liberal policy of waiving late filings if there is no substantial prejudice as a result of the lateness, leaning in favor of a decision on the merits of a claim over a determination based on a technicality.

Since it is clear from the reports and photographic evidence, such as the two exhibits attached hereto, that the blockage was caused by roots originating in the Whitman lateral line, the lateral being the property owner's responsibility, there is little basis on which the claim submitted can be approved - except for the wye repair element (\$500).

Conclusion:

The Board should deny the claim and request that legal counsel inform the claimant of the Board's action.

Attachments: Exhibit A - Lateral with roots photo
Exhibit B - Split clay pipe photo

0258.8'

00/00/00

04:00



From MH: K24016 To MH: K23008





Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie Arbolante, Customer Service Team Coach

SUBJECT: Agenda Item No. 9 - Meeting of June 22, 2015
Public Hearing to Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and to Repeal Ordinance No. 34.06

Recommendation

1. Open the public hearing - receive any oral or written communications regarding the proposed ordinance.
2. Close the public hearing and consider necessary action.

Background

Notice of Public Hearing to consider adoption of Ordinance No. 34.07 was published in the Argus newspaper on June 2, 2015 and June 9, 2015. Staff will be prepared to present the subsequent Board agenda item on Ordinance No. 34.07 at the public hearing and answer questions from the Board and audience.

PRE/SEG/RA:ks

Attachment: Proof of Publication

Argus

c/o Bay Area News Group-East Bay
6086 Stewart Avenue
Fremont, CA 94538
510-403-4483

2054285

UNION SANITARY DISTRICT
ATTN: ACCOUNTS PAYABLE
PO BOX 5050
UNION CITY, CA 94587

PROOF OF PUBLICATION

FILE NO. Ordinance 34.07

In the matter of

Argus

The Argus

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Argus, a newspaper published in the English language in the City of Fremont, County of Alameda, State of California.

I declare that the Argus is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order dated July 28, 2008 in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Argus as a Newspaper of General Circulation, Case Number HG08-390724. Said order states "The Argus" has been established, printed and published in the City of Fremont, County of Alameda, State of California; That it is a newspaper published daily for the dissemination of local and telegraphic news and intelligence of general character and has a bona fide subscription list of paying subscribers; and...THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:...That "The Argus" is a newspaper of general circulation for the City of Fremont, County of Alameda, California. Said order has not been revoked.

I declare that this notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

6/2/2015, 6/9/2015

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: June 15, 2015



Public Notice Advertising Clerk

Legal No.

0005494999

UNION SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 5471 of the Health and Safety Code of the State of California, the Board of Directors of Union Sanitary District will consider adopting Ordinance No. 34.07, an Ordinance Providing for the General Regulation of Private and Public Sewers regarding Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and to Repeal Ordinance No. 34.06. The new ordinance includes revisions to the material and services fees used to calculate fees for work performed by the District, enforcement of prohibited discharges, updating contractors' required insurance limits, and the addition of Sewer-in-Steel Casing line item in Article IX, Section 5, Schedule of Construction Costs. Copies of draft Ordinance 34.07 are available for review at the office of the Union Sanitary District, 5072 Benson Road, Union City, California.

NOTICE IS FURTHER GIVEN that on Monday, the 22nd day of June 2015, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said Ordinance 34.07.

By order of the Board of Directors of Union Sanitary District.

UNION SANITARY DISTRICT

Secretary

Board of Directors

AR #5494999; June 2, 9, 2015



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 11, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie Arbolante, Customer Service Team Coach

SUBJECT: Agenda Item No. 10 - Meeting of June 22, 2015
Resolution No. _____, Adopt Ordinance No. 34.07, An Ordinance Providing for the General Regulation of Private and Public Sewers, Plan Review, Issuance of Construction Permits, Inspection of Sewer Installation, and the Collection of Fees for these Services, and Repeal Ordinance No. 34.06

Recommendation

Adopt Ordinance 34.07 and repeal Ordinance 34.06.

Background

District Ordinance No. 34.06, provides for plan review, issuance of construction permits, inspection of sewer installation, and the collection of fees for these services. It also governs the handling of deposits and includes the fees for Collection System services.

The proposed revisions to the ordinance mainly consist of an update to the material and services fees used to calculate fees for work performed by the District, including an update to contractors' required insurance limits, and the addition of Sewer-in-Steel Casing line item in Article IX, Section 5, Schedule of Construction Costs. In addition, the proposed revisions provide for the ability to disconnect a sewer service in case of emergency. Details of the proposed changes were presented in Agenda Item No. 10 at the May 26, 2015 Board meeting. A summary of the proposed revisions and a copy of the full Ordinance 34.07 are attached.

PRE/SEG/RA:ks

Attachments: Resolution
Summary of the proposed revisions
Ordinance 34.07

RESOLUTION NO. _____

**ADOPT ORDINANCE NO. 34.07,
AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND
PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS,
INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR
THESE SERVICES, AND
REPEAL ORDINANCE NO. 34.06**

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT, Alameda County, California, that:

WHEREAS, the Board intends to adopt Ordinance No. 34.07 to incorporate revisions to the material and services fees and Schedule of Construction Costs, update contractors' required insurance limits, and clarify the District's right to disconnect a sewer service where necessary to eliminate an immediate hazard to life or property; and to repeal Ordinance 34.06; and

WHEREAS, said Ordinance 34.07 was duly prepared and filed with the Secretary of the UNION SANITARY DISTRICT; and

WHEREAS, this Board appointed the time and place of hearing protests to said ordinance modifications and directed notice; and

WHEREAS, notice was given of the time therein stated in the manner provided by law as it appears by the Affidavit of Publication on file in the office of the Secretary of said District; and

WHEREAS, said matter came on regularly for hearing at the time fixed on June 22, 2015; and

WHEREAS, all written protests and other written communications were publicly read at said meeting and all persons desiring to be heard were fully heard;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby certifies:

1. That all objections to and protests against said ordinance were not made by the owners of a majority of the separate parcels of property within the service area.
2. That all objections to and protests against said ordinance have been heard and considered by this Board and addressed by staff, and that said objections and protests be, and each of them are, hereby overruled.
3. That said Ordinance 34.07 be, and it is, hereby adopted in full without revision, change, reduction, or modification.

I hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the UNION SANITARY DISTRICT, Alameda County, California, at a meeting thereof held on the 22nd day of June, 2015.

On motion duly made and seconded, this resolution was adopted by the following vote on June 22, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

Manny Fernandez
President, Board of Directors
Union Sanitary District

ATTEST:

Tom Handley
Secretary, Board of Directors
Union Sanitary District

Summary of the Proposed Revisions to Ordinance 34.06

The proposed changes to Ordinance 34.06 are as follows. Additions are shown underlined and deletions are shown with ~~strikethrough~~.

1) **ARTICLE III, SECTION 1 PROHIBITIVE DISCHARGES**

District Ordinance No. 36 Section 2.01 identifies those discharges to the sanitary sewer system that are prohibited. No person shall discharge or cause to be discharged, any of the following into a building sewer or main sewer:

- Any flammable or explosive substance, including gasoline, paint, oils or other flammable or explosive substance
- Any toxic or hazardous substance that may cause a threat to the life or health of the public or sewer maintenance person, or to the environment.
- Any substance that would cause an obstruction of flow in the sanitary sewer
- Any radio-active substance
- Any pesticide or herbicide
- Any medical wastes, including prescription or non-prescription pharmaceuticals or medicines

Any prohibitive discharge or threat of a prohibitive discharge may be cause for the District to terminate service to prevent the harmful discharge to the District's sewer system.

In addition, storm water, groundwater, rain water (including from rain gutters), street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to the sewer unless a permit is issued for such connection by the District.

See additional prohibitions under District Ordinance No. 36.

2) **ARTICLE IV, SECTION 1 INSURANCE REQUIRED**

A contractor who applies for a permit shall maintain, on file with USD, an insurance certificate evidencing the following insurances:

- a) Worker's Compensation
- b) ~~Public~~ Commercial General Liability (\$1,000,000-~~00~~/incident minimum and \$2,000,000 aggregate minimum)

USD shall be named as an Additional Insured for Public Liability (Additional Endorsement needed).

3) **ARTICLE IX, SECTION 5 SCHEDULE OF CONSTRUCTION COSTS** (used for calculating plan review and inspection fees, and, permit holder and developer deposits).

Item	Unit	Cost
Manhole (Type II)	Each	\$5,600.00
Manhole (public or private)	Each	\$3,500.00
Drop Manhole (connection)	Each	\$1,000.00
Risers	Each	\$800.00
Nottingham Box	Each	\$4,300.00
Grease-Sand Trap	Each	\$2,150.00
Cleanout to Grade	Each	\$375.00
12 inch Sewer	Linear Feet	\$120.00
10 inch Sewer	Linear Feet	\$100.00
8 inch Sewer	Linear Feet	\$80.00
6 inch Sewer	Linear Feet	\$60.00
4 inch Sewer	Linear Feet	\$40.00
Sewer in Easement (additional charge)	Linear Feet	\$10.00
<u>Sewer in Steel Casing</u>	<u>Linear Feet</u>	<u>\$1,560.00</u>
Abandon Sewer	Linear Feet	\$11.00
Abandon Septic Tanks	Each	\$1,300.00
Abandon Manhole	Each	\$900.00

4) **ARTICLE IX, SECTION 6 MATERIAL AND SERVICES FEE** (used for calculating fees associated with work performed by District Forces).

	Description of Work	Unit	Fee	Fee
a.	Install stub and channel manhole (Work inside manhole only)			
	1. 6", 8", 10" stub into a manhole base	Each	\$1,800	<u>\$2,300</u>
	2. 12" or larger stub into a manhole base	Each	\$2,500	<u>\$2,875</u>
b)	Channel new manhole			
	1. 6" to 10" main	Each	\$1,400	<u>\$1,820</u>
	2. 12" to 18" main	Each	\$2,500	<u>\$2,625</u>
	3. 21" or larger main	Each	\$2,800	<u>\$2,940</u>
c)	False Bottom			
	1. Install and remove	Each	\$300	<u>\$390</u>
d)	Adjust manhole to grade			
	1a. Structural adjustment with reference points, false bottoms, and asphalt concrete	Each	\$800	<u>\$840</u>
	1b. In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section	Each	\$3,975	<u>\$4,500</u>
	2. Asphalt concrete overlay using riser rings up to 3" in height, including reference points	Each	\$550	<u>\$575</u>
	3. Asphalt concrete including adjustment of existing casting	Each	\$750	<u>\$785</u>
e)	Pipe repairs less than 10 feet in length (cut & repair only)			
	1. 4" and 6" lateral	Each	\$568	<u>\$595</u>
	2. 6" and 8" main	Each	\$700	<u>\$735</u>

	3. 10" and 12" main	Each	\$925	<u>\$975</u>
f)	Wye or tee splices (cut and install only)			
	1. 6" to 12"	Each	\$950	<u>\$1,100</u>
g)	*Television inspection			
	1. Laterals	Each	\$300	<u>\$315</u>
	2. Mains, in excess of 1000 ft in length (if < 1000 ft, then cost is on a time -and- materials basis)			
	\$0.42 Cleaning +\$1.10 TV	Per Ft.	\$1.52	\$1.52
	• TV only	Per Ft.	\$1.10	\$1.10
	*If laterals need additional work prior to TV, such as, snaking, repairs, or installing a cleanout, additional costs will be charged on a time-and-material basis			
h)	Cleanouts			
	1. Install	Each	\$870	<u>\$915</u>
	2. Raise cleanout to grade and install cleanout box	Each	\$375	<u>\$395</u>
i)	Miscellaneous			
	1. Install and remove temporary plug	Each	\$475	<u>\$495</u>
	2. Catch debris	Each	\$450	<u>\$475</u>
	3. Dye tracing	Each	\$250	<u>\$265</u>
	4. Ferret tracing	Each	\$250	<u>\$265</u>
j)	Overtime inspection			
	1. Hourly Rate (four hour minimum for weekends and holidays)	Per Hour	\$200	<u>\$210</u>
k)	Unforeseen conditions may increase the time and charges to complete work.			
l)	Additional work will be charged based on a time-and-material basis.			

m)	Contractors will be required to sign a work order.	
n)	USD work guaranteed for 12 months.	

5) **ARTICLE X**
REPEAL

Ordinance 34.056 is hereby repealed.

6) **ARTICLE XI**
EFFECTIVE DATE

This Ordinance shall take effect and be in force ~~February 27, 2012~~ August 3, 2015 and at least one week prior to said date it shall be published once in THE ARGUS, a newspaper of general circulation published in the UNION SANITARY DISTRICT. This ordinance shall be entered in the minutes of the District.

7) **ARTICLE XII**
SEVERABILITY

If any provision of this Ordinance or any subdivision thereof, or any application thereof, to any person or circumstance is held invalid, the remainder of this Ordinance or the subdivision, or the application of such provision to other persons or circumstances shall not be affected thereby.

On motion duly made and seconded, this Ordinance was adopted after public hearing by the following vote on ~~January 23, 2012~~ June 22, 2015:

AYES:

NOES:

ABSTAIN:

ABSENT:

~~Tom Handley~~ [Manny Fernandez](#)
President, Board of Directors
UNION SANITARY DISTRICT

ATTEST

~~Anjali Lathi~~ [Tom Handley](#)
Secretary, Board of Directors
UNION SANITARY DISTRICT

RESOLUTION NO. _____

**UNION SANITARY DISTRICT
ORDINANCE NUMBER 34.07**

AN ORDINANCE PROVIDING FOR THE GENERAL REGULATION OF PRIVATE AND PUBLIC SEWERS, PLAN REVIEW, ISSUANCE OF CONSTRUCTION PERMITS, INSPECTION OF SEWER INSTALLATION, AND THE COLLECTION OF FEES FOR THESE SERVICES

**ARTICLE I
DEFINITIONS**

SECTION 1 TERMINOLOGY

Words, phrases, or terms not specifically defined herein, and having a technical or specialized meaning shall be defined as set forth in the latest editions of the Uniform Plumbing Code.

SECTION 2 SPECIFIC DEFINITIONS

Unless the context indicates otherwise, the following words and terms shall have the meaning set forth in this article:

a) BACKFLOW PREVENTION DEVICE

A device installed in the building sewer for the purpose of preventing or minimizing the possibility of raw sewage backing up into the building.

b) BUILDING DRAIN

That part of the lowest piping of a drainage system which conveys wastewater from inside the walls of a building to a connection point with the building sewer.

c) BUILDING SEWER

A sewer conveying wastewater from a point 30 inches or less from the building or structure to a main sewer. The building sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer). Building Sewers also include Private Sewers and House Sewers as defined.

- d) DEVELOPER**
- A person or party submitting a request for connection to the District.
- e) DISTRICT**
- Union Sanitary District, Alameda County, California.
- f) DISTRICT ENGINEER or ENGINEER**
- The General Manager of the District, or his designees, including, but not limited to, duly authorized personnel.
- g) HOUSE SEWER**
- That part of a piping system which conveys wastewater from a point 30 inches or less outside of a single family dwelling or residential unit to a main sewer. The house sewer includes that portion on the property and that portion from the property line or easement line to the sewer main (Lateral Sewer).
- h) LATERAL SEWER**
- That portion of the building sewer from the sewer main to the property line of the parcel of which the sewer serves (sometimes referred to as the lower lateral).
- i) MAIN SEWER**
- Any existing or proposed sewer dedicated to public use within the public right-of-way or sanitary sewer easement.
- j) PERMIT**
- A document issued by the DISTRICT that allows the construction, replacement, modification, or repair of main, building, private, and house sewers.
- k) PERMIT HOLDER**
- That person or company performing the sanitary sewer work to which a permit is issued.
- l) PRIVATE SEWER**
- That part of a piping system serving a non-residential building which conveys wastewater from a point 30 inches or less outside

of a building to a main sewer. Excluded from this definition is a house sewer as defined in "e)" above.

m) PUBLIC NUISANCE

Discharge of wastewater in any manner in violation of the regulations of the District's latest Wastewater Discharge Ordinance (Series 36) or of any order issued by the District Engineer as authorized by those regulations, is considered a public nuisance.

n) SEPTIC TANK

A water-tight receptacle which receives the discharge of a sanitary drainage system, or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge into the soil outside of the tank through an effluent disposal system, meeting the requirements of the local Health Department having jurisdiction over such installation.

**ARTICLE II
GENERAL REGULATIONS**

SECTION 1 STANDARD SPECIFICATIONS

Main sewers, building sewer, and appurtenances shall be constructed, repaired, or altered in accordance with the latest revision of the District's Standard Specifications as adopted by the District's Board or the latest revision of the Uniform Plumbing Code. In all cases the District's Standard Specifications shall take precedence.

SECTION 2 PRIVATE SEWAGE SYSTEMS

The design, construction and maintenance of private sewage disposal systems, septic tank systems or any other method of sewage disposal other than through the system of the District are governed by the ordinances, codes, rules and regulations of the cities within the District, the County, or the State of California.

SECTION 3 REPAIR WORK ON MAIN SEWERS

If a person or company damages a main sewer or appurtenances within the District, the District may proceed to make the necessary repairs and the party responsible for the damages shall compensate the District for the cost thereof. If, in the opinion of the District Engineer, the repair work cannot be done by District forces, the District shall have the right to hire an outside contractor. In the event an outside contractor is hired, the party responsible for the damage shall compensate the District for all costs related to the repair.

SECTION 4 MAINTENANCE OF MAIN SEWERS

Whenever a main sewer in a public right-of-way has been constructed to the satisfaction of the District and accepted by the District, the District shall maintain said main sewer.

SECTION 5 OWNERSHIP AND MAINTENANCE OF BUILDING SEWERS

The building sewer serving a property is owned by the property owner. The property owner shall be responsible for the construction, maintenance, repair, or replacement of the building sewer, including the lateral sewer. The property owner shall also be responsible for complying with District's Wastewater Discharge Ordinance (Series 36) for the proper discharge of wastewater to the sewer. Property owners shall maintain their building sewer in a manner that prevents sanitary sewer overflows and sewer spills. If a building sewer is found not to be properly maintained, this condition shall be declared a public nuisance and the abatement of said nuisance shall be as set forth in the District's Wastewater Discharge Ordinance (Series 36). The District will not be liable for damage resulting from sewer overflows as a result of inadequate maintenance of the building sewer.

SECTION 6 BACKFLOW PREVENTION DEVICES

A backflow prevention device shall be required in the following cases:

- When the elevation of the lowest floor in any building is less than twelve inches above the rim elevation of the nearest upstream manhole or junction structure of a District Main Sewer into which a Building Sewer connects.
- On all structures where a pump is used to lift sewage to the sanitary sewer lateral and main sewer. In this case, the backflow relief device shall be located to protect the structure from damage in the event the pump is pumping against a closed backflow prevention device.
- On buildings where the elevation of any floor is at or below the invert of the sanitary sewer main, or where a condition exists where a plug in the sanitary sewer main will cause the hydraulic grade line to rise above the lowest floor level.

The installation of any such backflow protective device shall be at the sole cost and expense of the property owner. If the District, as a courtesy, installs the device, the District shall be under no obligation to ascertain that the backflow protective device continues in operating condition. The maintenance, repair, or replacement of the backflow protective device shall be the sole obligation of the owner.

Any property owner whose property has no backflow prevention device, or which has a defective or improperly installed backflow prevention device, or which has a backflow prevention device that does not comply in all respects with the requirements of this Ordinance or with the District's Standard Specifications shall be responsible for all damage that results from the lack of such a device, or the failure of the defective or improperly installed or noncompliant device to prevent or minimize such damage. The District will not be liable for damage resulting from sewer overflows when a backflow prevention device has not been installed or is not operating properly.

SECTION 7 CONNECTION OF BUILDING DRAINS

Every building in which plumbing fixtures are installed shall be separately and independently connected to a main sewer or septic tank. Where there is more than one building on a lot and where the lot cannot be subdivided under the provisions of any local regulations, a separate sewer will not be required. Connection of each building on a lot to the separate sewer requires a District permit, inspection by USD and is subject to a separate capacity fee (Ordinance 35 Series) and separate sewer service charges (Ordinance 31 Series). Any building sewers that have not been permitted, inspected; or where capacity and/or current sewer service charges have not been paid, will be subject to disconnection by USD forces under the authority of Health and Safety Code Sections 6520.1 and 6520.2. Upon written notice from USD, the owner or occupant of any building having a building sewer that is not permitted in

accordance with this ordinance shall terminate the connection of such building sewer to the main sewer within ten (10) days from the mailing of such notice. USD forces are hereby authorized to enter any such property, cap or terminate any building sewer line and to charge the owner and/or occupant of all such buildings which are required to be disconnected from the sewer system, the reasonable cost of such effort. Entry on private property and termination of service is authorized by Health & Safety Code Section 6523.2.

SECTION 8 SEPTIC TANKS

Where there is no available main sewer within 200 feet measured along streets, alleys, avenue, or public rights-of-way upon which a lot abuts, the building sewer may be connected with septic tanks when permitted by the county health department having jurisdiction over such installation, and provided further that whenever a main sewer is extended within the 200 foot limit as described above, then the aforesaid septic tank must be abandoned when directed by the county health department and the building sewer connected to the main sewer. All costs for abandoning the septic tank and appurtenances and connection to the main sewer shall be the sole responsibility of the property owner.

SECTION 9 PAYMENT OF FEES BEFORE CONNECTION

Until all fees and deposits, including costs of repair work on main sewers are paid or appropriate arrangements for payment have been agreed upon, no connection to District main sewers is allowed.

**ARTICLE III
PROHIBITED DISCHARGES TO THE SEWERS**

SECTION 1 PROHIBITIVE DISCHARGES

District Ordinance No. 36 Section 2.01 identifies those discharges to the sanitary sewer system that are prohibited. No person shall discharge or cause to be discharged, any of the following into a building sewer or main sewer:

- Any flammable or explosive substance, including gasoline, paint, oils or other flammable or explosive substance
- Any toxic or hazardous substance that may cause a threat to the life or health of the public or sewer maintenance person, or to the environment.
- Any substance that would cause an obstruction of flow in the sanitary sewer
- Any radio-active substance
- Any pesticide or herbicide
- Any medical wastes, including prescription or non-prescription pharmaceuticals or medicines

Any discharge or threat of a prohibitive discharge may be cause for the District to terminate service to prevent the harmful discharge to the District's sewer system.

In addition, storm water, groundwater, rain water (including from rain gutters), street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to the sewer unless a permit is issued for such connection by the District.

See additional prohibitions under District Ordinance No. 36.

ARTICLE IV PLAN REVIEW

SECTION 1 PLAN SUBMITTALS

All plans to be submitted for review must be prepared by a California Registered Civil Engineer and shall be of such form as required by the District Engineer.

SECTION 2 PLAN REVIEW PERIOD

If after preliminary review no action has taken place within a period of six months, the review of the plans shall become void. If a plan is approved and a permit is not issued within one year of the plan approval date, the approval shall become void. Voided plans must be resubmitted along with a plan review fee based on fees in effect at the time of resubmittal before plans will be re-reviewed. Plans that are voided and resubmitted which are substantially the same as those originally approved shall be charged for one additional review *or 30% of the total plan check fee.*

SECTION 3 MINIMUM STANDARDS

Plans submitted for review or approval which, in the opinion of the District Engineer, do not meet minimum plan preparation and/or design standards, will not be reviewed and shall be returned to the applicant.

ARTICLE V PERMITS

SECTION 1 PERMITS REQUIRED

A person or company engaging in any of the following activities shall obtain a permit from the District for:

- a) Construction of a main sewer.
- b) Construction, replacement, alteration or repair of a building sewer.
- c) Connection of a building drain to a building sewer.
- d) Connection of a wash pad, RV dump station or other appurtenances to the building sewer.

SECTION 2 PERMIT APPLICATION

Applications for permits shall be made by submitting the necessary plans and information such as building and encroachment permits, CC & R's (Covenants, Conditions and Restrictions), easement documents, etc. as required by the District Engineer.

SECTION 3 ISSUANCE OF PERMITS

Permits shall be issued to the party actually doing the work, after all necessary documents and/or plans are approved and all fees and deposits are paid. Permit issuance by the District does not guarantee the permit holder the right to perform the work. Additional authorization or permits may also be required (ex. city street encroachment permit).

SECTION 4 EFFECTIVE PERIOD OF PERMIT

A permit is in effect for a period of one year from the date it was issued. The District Engineer may, for good cause shown, extend any permit beyond the initial one year period described above provided that:

- a) The specific activities permitted by the extension are substantially the same as the activities permitted by the original permit; and that the permit holder has made reasonable progress in performing the permitted activities.
- b) The applicant pays all applicable fees and charges existing as of the date that the extension is granted. A credit shall be given for fees and charges paid under the original permit, to the extent they have not been previously expended by the District or any other governmental agencies or they represent payment for work not yet done by the District or any other governmental agency in administering the permit process.

SECTION 5 TRANSFERABILITY OF PERMITS

A permit is not transferable.

SECTION 6 FAILURE TO OBTAIN A REQUIRED PERMIT

Whenever a person or company is required to obtain a permit as provided in this article and fails to obtain the required permit and inspection, there shall be paid to the District, in addition to all other charges, an amount as stated in Article IX Schedule of Fees. This fee may be withheld from other deposits the person or company may have on file with the District or will be charged and paid for prior to the issuance of future permits. Failure to obtain a permit and pay the required fees will prevent that person or company from being issued a permit to perform sanitary sewer work for future projects within the District.

SECTION 7 LICENSING

If a permit is to be issued to a contractor, that contractor shall be properly licensed by the STATE OF CALIFORNIA. The Contractor shall submit proof of licensing upon request by the District.

ARTICLE VI INSPECTION

SECTION 1 INSPECTION REQUIRED

The District shall inspect the work done under each permit. If the work does not meet District standards and requirements, the District may deny connection, order disconnection, or require other corrective measures at the expense of the permit holder.

SECTION 2 SEWER WORK COVERED WITHOUT APPROVAL

Work that has been covered without approval by the District shall be uncovered by the permit holder for inspection.

SECTION 3 REQUEST FOR INSPECTIONS

The permit holder shall advise the District that work is ready for inspection by giving at least 24 hours notice during normal working hours in advance of the time inspection is requested. Inspections outside of normal working hours shall require that the permit holder file and obtain approval on applicable forms and pay for any inspections at the overtime rate. If, in the opinion of the Engineer, work will be done by a Contractor outside of normal working hours, the Engineer has the right to inspect the work and charge the permit holder at the overtime rate. Any permit holder requesting inspection on a normal day off shall be charged for a minimum inspection time of four hours. Whenever work under a permit has been accepted by the District, the permit holder will be notified within 15 days of the date of acceptance.

SECTION 4 LIABILITY

The function of the Union Sanitary District is to assure that sewer facilities constructed on the *property* of others *are* compatible with the District's then current Standards and Specifications. Unless determined to be the direct result of active negligence of the District, any injuries to persons and/or property during or after construction are the responsibility of the developer, owner or contractor and not Union Sanitary District. In consideration of issuance of a permit, the developer, owner and/or contractor seeking such permit shall hold Union Sanitary District harmless from *any* and *all* liability, *and shall agree to* defend and indemnify Union Sanitary District regarding any injury or damage, actual or alleged, to persons and/or property, resulting from the improvements constructed pursuant to the permit or permits issued by the District in conjunction herewith.

SECTION 5 HOUSE SEWER INSPECTION

Inspection for the repair or replacement of a house sewer shall be limited to three on-site inspections: 1) a pre-job consultation intended to assist the

homeowner/contractor in the inspection process and advise of the District's construction requirements, 2) an inspection of the installed sewer subject to testing and prior to backfill, and 3) a final site inspection. The pre-job inspection can be substituted for re-testing of the test inspection or final inspection. Each inspection in excess of the three (3) identified above may be charged \$50 for each additional inspection, which will be deducted from the Permit Holder Deposit at the close of the project.

ARTICLE VII FEES

SECTION 1 DOCUMENT REVIEW FEE

Whenever a document such as an easement or an encroachment permit is submitted for review, a document review fee may be required to be paid prior to any review. This amount shall be in accordance with Article IX Schedule of Fees, of this ordinance.

SECTION 2 STUDY FEE

Whenever a proposed development may have a significant effect on the capacity of the sewer system and/or treatment plant, the District may require a special engineering study to be undertaken. In such an event, a fee will be charged for the estimated cost of the study, including District administration and engineering costs. Upon completion of the study, additional fees may be charged based on actual costs of the study.

SECTION 3 PLAN REVIEW FEE

After the first plan review is completed, a plan review fee will be calculated in accordance with Article IX, entitled "Schedule of Fees", of this ordinance. The plan review fee will be invoiced and shall be paid prior to the return of the reviewed plans. This fee covers two preliminary reviews and final construction approval/signature. An additional fee may be charged before the third preliminary and subsequent reviews. The plan review fee may be adjusted upward at the time of plan approval to reflect changes from the first submittal.

SECTION 4 INSPECTION FEE

Prior to the issuing of a construction permit, an inspection fee, per Article IX Schedule of Fees, shall be paid. This fee shall cover the cost of three inspections. Further inspections may be provided at no cost unless they result from the permit holder failing to do the required work, in which case additional inspection fees shall be charged to the permit holder's deposit.

SECTION 5 PERMIT FEE

At the time a permit is issued, a permit fee in accordance with Article IX Schedule of Fees shall be paid. This fee shall cover the cost of processing the permit.

SECTION 6 MATERIAL AND SERVICES FEE

A material and services fee shall be charged per Article IX Schedule of Fees for any work to be done by District forces. This fee shall be paid prior to issuing a construction permit and shall cover the cost of District forces doing work as needed for the proposed construction.

**ARTICLE VIII
INSURANCE AND CASH DEPOSITS**

SECTION 1 INSURANCE REQUIRED

A contractor who applies for a permit shall maintain, on file with USD, an insurance certificate evidencing the following insurances:

- a) Worker's Compensation
- b) Commercial General Liability (\$1,000,000/incident minimum and \$2,000,000 aggregate)

USD shall be named as an Additional Insured for Public Liability (Additional Endorsement needed).

SECTION 2 PURPOSE OF CASH DEPOSIT FOR SEWER CONSTRUCTION PERMITS

The District finds that the work of constructing, installing and repairing of sewers vitally affects the operation of the District's sewer system and has an adverse and deleterious effect upon it unless the work is inspected by the District and installed per District standards. The reason for requiring a cash deposit from an applicant as provided in this section is to ensure that the District's construction standards are met in case of poor or improper workmanship.

SECTION 3 DEPOSIT FOR MAIN SEWER CONSTRUCTION

A cash deposit or surety bond in an amount established by Article IX Schedule of Fees, shall be submitted to the District for main sewers prior to the issuance of a permit for the construction, installation, or alteration of a main sewer. Any cash deposit will be refunded after one year from the date of acceptance. An exception to this requirement is where the municipality within which the work is to be performed requires the filing of a faithful performance bond guaranteeing correction of defects due to faulty, improper, or inferior workmanship or materials arising or discovered within one year after acceptance of the work. In this case, no additional cash deposit or surety bond is required.

SECTION 4 DEPOSIT FOR PRIVATE SEWER CONSTRUCTION

An applicant for a permit, and a developer for the construction, installation or alteration of a private sewer shall deposit with the District, the amount established in Article IX Schedule of Fees. This deposit shall be refunded within 60 days after acceptance of the project by the District.

SECTION 5 DEPOSIT FOR BUILDING SEWER REPAIR, ALTERATION, OR INSTALLATION

An applicant for a permit to repair, alter, or install a building sewer(s) shall

deposit with the District, the amount established in Article IX Schedule of Fees. This deposit shall be refunded within 60 days after acceptance of the sewer by the District, or if the Deposit is for a tract of houses, within 60 days after the last house is accepted.

SECTION 6 FAILURE OF A PERMIT HOLDER TO CORRECT WORK

A permit holder shall have ten days to correct any work, or respond in writing, after the District gives notice to correct deficient work. If the District Engineer, upon review of the written response, finds that there is insufficient reason for the permit holder not to correct the deficient work, the permit holder shall have five days to correct the said work. Failure to correct the deficient work in accordance with the schedule above will result in forfeiture of the deposit to the District. The District may then take corrective action as it determines necessary to complete the work.

SECTION 7 FAILURE TO CORRECT THE WORK AND THE WORK CONSTITUTES A DANGER

If a permit holder fails to correct any work within five days after notification in writing, and in the opinion of the District Engineer the work constitutes a danger to the public or District facilities, or that the District forces cannot correct the work, the work shall be disconnected by District forces. The cost of this disconnection shall be deducted from the deposits.

SECTION 8 INCREASE IN DEPOSIT OR SUSPENSION FROM WORK IN THE DISTRICT

If a permit holder fails to correct the work on two permits within a one-year period, the required deposit may be doubled. Further failures to correct the work may result in additional increases or disallowance of the permit holder to obtain another permit within the District's boundaries.

**ARTICLE IX
SCHEDULE OF FEES**

SECTION 1 DOCUMENT REVIEW FEE

- a) Easements, Deeds and Quitclaims \$500.00
- b) Encroachment permits \$ 50.00

SECTION 2 PERMIT FEE

Permit fees will be charged at \$50.00 each.

SECTION 3 PLAN REVIEW FEE

- a) Two preliminary and one final review
 - 1. 2.5% of construction costs **or**
 - 2. \$100.00 minimum
- b) Additional reviews charged at 30% of initial plan check fee.

SECTION 4 INSPECTION FEE

- a) 4.0% of construction costs **or**
- b) Main Sewers: \$200.00 minimum
- c) Private or house sewers:
 - 1. Main to Property Line: \$150.00 minimum/connection
 - 2. Property Line to building or house: \$150.00 minimum/connection

SECTION 5 SCHEDULE OF CONSTRUCTION COSTS (used for calculating plan review and inspection fees, and, permit holder and developer deposits).

Item	Unit	Cost
Manhole (Type II)	Each	\$5,600.00
Manhole (public or private)	Each	\$3,500.00
Drop Manhole (connection)	Each	\$1,000.00
Risers	Each	\$800.00
Nottingham Box	Each	\$4,300.00
Grease-Sand Trap	Each	\$2,150.00
Cleanout to Grade	Each	\$375.00
12 inch Sewer	Linear Feet	\$120.00
10 inch Sewer	Linear Feet	\$100.00
8 inch Sewer	Linear Feet	\$80.00
6 inch Sewer	Linear Feet	\$60.00
4 inch Sewer	Linear Feet	\$40.00

Sewer in Easement (additional charge)	Linear Feet	\$10.00
Sewer in Steel Casing	Linear Feet	\$1,560.00
Abandon Sewer	Linear Feet	\$11.00
Abandon Septic Tanks	Each	\$1,300.00
Abandon Manhole	Each	\$900.00

NOTE: The cost of items not listed will be estimated by the District Engineer.

SECTION 6 MATERIAL AND SERVICES FEE (used for calculating fees associated with work performed by District Forces).

	Description of Work	Unit	Fee
a.	Install stub and channel manhole (Work inside manhole only)		
	1. 6", 8", 10" stub into a manhole base	Each	\$2,300
	2. 12" or larger stub into a manhole base	Each	\$2,875
b)	Channel new manhole		
	1. 6" to 10" main	Each	\$1,820
	2. 12" to 18" main	Each	\$2,625
	3. 21" or larger main	Each	\$2,940
c)	False Bottom		
	1. Install and remove	Each	\$390
d)	Adjust manhole to grade		
	1a. Structural adjustment with reference points, false bottoms, and asphalt concrete	Each	\$840
	1b. In addition to 1a. above, for additional work including: excavation; removal; and replacement and/or installation of cone and/or barrel section	Each	\$4,500
	2. Asphalt concrete overlay using riser rings up to 3" in height, including reference points	Each	\$575
	3. Asphalt concrete including adjustment of existing casting	Each	\$785
e)	Pipe repairs less than 10 feet in length (cut & repair only)		
	1. 4" and 6" lateral	Each	\$595
	2. 6" and 8" main	Each	\$735
	3. 10" and 12" main	Each	\$975
f)	Wye or tee splices (cut and install only)		
	1. 6" to 12"	Each	\$1,100

	Description of Work	Unit	Fee
g)	*Television inspection		
	1. Laterals	Each	\$315
	2. Mains, in excess of 1000 ft in length (if < 1000 ft, then cost is on a time -and- materials basis)		
	\$0.42 Cleaning +\$1.10 TV	Per Ft.	\$1.52
	• TV only	Per Ft.	\$1.10
	*If laterals need additional work prior to TV, such as, snaking, repairs, or installing a cleanout, additional costs will be charged on a time-and-material basis		
h)	Cleanouts		
	1. Install	Each	\$915
	2. Raise cleanout to grade and install cleanout box	Each	\$395
i)	Miscellaneous		
	1. Install and remove temporary plug	Each	\$495
	2. Catch debris	Each	\$475
	3. Dye tracing	Each	\$265
	4. Ferret tracing	Each	\$265
j)	Overtime inspection		
	1. Hourly Rate (four hour minimum for weekends and holidays)	Per Hour	\$210
k)	Unforeseen conditions may increase the time and charges to complete work.		
l)	Additional work will be charged based on a time-and-material basis.		
m)	Contractors will be required to sign a work order.		
n)	USD work guaranteed for 12 months.		

SECTION 7 PERMIT HOLDER DEPOSITS

a) Main Sewers	50% of Construction Costs
b) Private Sewers	<ol style="list-style-type: none"> 1. \$2,500.00 per permit, or 2. \$5,000.00 by cash, check or Credit Card payable to Union Sanitary District
c) House Sewers (Repair, alteration, or installation)	<ol style="list-style-type: none"> 1. \$500.00 per permit, or 2. \$2,500.00 per tract, or 3. \$5,000.00 cash, check or Credit Card payable to Union Sanitary District

SECTION 8 DEVELOPER DEPOSITS

Developer deposit is 10% of Construction Cost of any structure, or \$800.00, whichever is greater.

SECTION 9 FEE FOR FAILING TO OBTAIN A PERMIT

The fee for failing to obtain a permit is a minimum of \$150.00 or 50% of the Inspection Fee, whichever is greater.

**ARTICLE X
REPEAL**

Ordinance 34.06 is hereby repealed.

**ARTICLE XI
EFFECTIVE DATE**

This Ordinance shall take effect and be in force August 3, 2015 and at least one week prior to said date it shall be published once in THE ARGUS, a newspaper of general circulation published in the UNION SANITARY DISTRICT. This ordinance shall be entered in the minutes of the District.

**ARTICLE XII
SEVERABILITY**

If any provision of this Ordinance or any subdivision thereof, or any application thereof, to any person or circumstance is held invalid, the remainder of this Ordinance or the subdivision, or the application of such provision to other persons or circumstances shall not be affected thereby.

On motion duly made and seconded, this Ordinance was adopted after public hearing by the following vote on June 22, 2015:

AYES:

NOES:

ABSTAIN:

ABSENT:

Manny Fernandez
President, Board of Directors
UNION SANITARY DISTRICT

ATTEST

Tom Handley
Secretary, Board of Directors
UNION SANITARY DISTRICT



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 11 - Meeting of June 22, 2015
Scheduling Public Hearing to: (1) Adopt Sewer Service Charge Ordinance No. 31.38. (2) Establish Sewer Service Charges for Fiscal Year 2016, and (3) Set and Collect Sewer Service Charges for Fiscal Year 2016 on the Tax Roll

Recommendation:

Set the time for holding the public hearing to adopt Ordinance 31.38, establish Sewer Service Charges for fiscal year 2016, and to set the same charges on the tax roll for the fiscal year 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, on July 13, 2015, in the Boardroom at 5072 Benson Road, Union City, California.

Background:

On April 18, 2013, a notice complying with Proposition 218 was sent to all property owners notifying them of a proposed 5.7% per year rate increase for the next three years. This is the third year of the three-year increase referenced in the Proposition 218 notice.

The attached Notice of the time and place of the hearing will be published in the Argus newspaper on June 23 and June 30, 2015.

5072 Benson Road, Union City, CA 94587-2508
P.O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

UNION SANITARY DISTRICT

NOTICE OF FILING REPORT AND PUBLIC HEARING IN CONNECTION WITH THE COLLECTION OF FISCAL YEAR 2016 SEWER SERVICE CHARGES ON THE PROPERTY TAX ROLL

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and Safety Code of the State of California and Union Sanitary District Ordinance No. 31, the Board of Directors of Union Sanitary District will consider adoption of Ordinance No. 31.38 which establishes Sewer Service Charges for the Fiscal Year ending June 30, 2016. The District has elected to collect its charges for sewer services on the tax roll, in the same manner as general taxes.

The District has filed a written report with the Secretary of the Board of Directors describing each parcel of real property subject to the charges and amount of the charges against that parcel for fiscal year 2016. The report is on file and available for inspection at the District's offices at 5072 Benson Road, Union City, California.

NOTICE IS FURTHER GIVEN that on Monday, the 13th day of July 2015, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, the Board will hold a hearing on the collection of sewer service charges on the property tax roll. At the hearing, the Board of Directors will hear and consider all objections or protests, if any, to the District's report. Any questions regarding the charges may be directed to the Business Services Manager at (510) 477-7500.

Publish dates: June 23, 2015
June 30, 2015

By order of the Board of Directors of Union Sanitary District.

UNION SANITARY DISTRICT

Secretary
Board of Directors



Directors
 Manny Fernandez
 Tom Handley
 Pat Kite
 Anjali Lathi
 Jennifer Toy

Officers
 Paul R. Eldredge
*General Manager/
 District Engineer*

David M. O'Hara
Attorney

DATE: June 15, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
 Sami E. Ghossain, Manager of Technical Services
 Raymond Chau, CIP Coach
 Andrew C. Baile, Assistant Engineer

SUBJECT: Agenda Item No. 12 - Meeting of June 22, 2015
Award the Construction Contract for the Miscellaneous Sanitary Sewer Spot Repairs Project - Phase VI to Cratus, Inc.

Recommendation

Staff recommends the Board award the construction contract for the Miscellaneous Sanitary Sewer Spot Repairs Project – Phase VI (Project) to Cratus, Inc. in the amount of \$324,000. Funds for the Project have been budgeted in the Renewal and Replacement Fund.

Background

The District’s routine television inspection of the collection system identifies pipelines with maintenance problems and structural defects such as breaks, cracks, sags, and offset joints. A number of sewers have been identified as having structural defects in need of open-cut repair. These sewers are scattered throughout the District and are in varying conditions. Due to the location, difficult groundwater and soil conditions, and depth of these sewers, staff determined the repair work be done by a contractor. Since 2010, the District has completed five (5) phases of miscellaneous spot repair projects which are summarized in the table below:

Project	No. of Repairs	Final Construction Cost
Phase I	6	\$391,596
Phase II	5	\$179,412
Phase III	15	\$275,806

Project	No. of Repairs	Final Construction Cost
Phase IV	14	\$622,529
Phase V (Jarvis Avenue Sanitary Sewer Replacement Project)	5	\$1,045,634

The fifth phase became the Jarvis Avenue Sanitary Sewer Replacement Project. The Jarvis Avenue Project replaced 2,456 feet of existing 10-inch diameter gravity sewer that was identified in the 2012 Newark Basin Master Plan Update with high critical ratings due to cracking and sags. This project was completed in 2014.

This Phase VI project includes “open cut” spot repairs to five (5) defective pipelines, including three (3) sags totaling 376 feet and offset joints, cracks or breaks at the other locations.

Staff completed the Project’s design in May 2015. Construction management will be provided by staff with inspection by The Covello Group.

Bid Results

The Project was advertised for bids on May 5, 2015, and bids were opened on June 9, 2015. Staff received two (2) bids. The results are as follows:

Contractor	Total Base Bid Amount
Cratus, Inc. San Francisco, CA	\$324,000
Ranger Pipelines San Francisco, CA	\$675,000

Cratus, Inc. submitted the apparent low bid with a total base bid amount of \$324,000. The Engineer’s Estimate was \$300,000. Cratus’ bid is 8% above the Engineer’s Estimate while the bid from the second bidder, Ranger Pipelines, was significantly higher. The attached Table 1 - Bid Tabulation Sheet shows a comparison of the bids for each site. Ranger’s bid amounts for Sites 1, 3, and 4 were two to three times higher than Cratus’ bid amounts. Staff contacted Ranger to inquire about their evaluation of the three sites. Ranger indicated that their high bids were primarily due to high traffic volume, several underground utilities, and poor groundwater and soil conditions expected at these locations.

Staff reviewed Cratus’ bid and discovered the company had only two years of experience. The Project’s bid documents require the bidder to have a minimum five years of experience related

to this Project's scope and an experience modification rating (EMR) of 1.1 or lower in the last three years. The EMR is a method used by insurers to determine pricing of premiums for a company based on the company's history of worker's compensation claims.

Staff consulted with legal counsel, Bill McInerney, Jr., who advised that the District is not limited to considering only Cratus' two years of experience but can also consider the company owner's personal experience to determine if the apparent low bidder is properly experienced. Staff has reviewed Cratus' experience and the owner's experience prior to starting the company and confirmed that Cratus meets the experience requirement in the bid documents.

Legal counsel also advised that the District has sole and absolute discretion to waive the three-year average EMR requirement and go with a two-year average. Staff received a letter from Cratus' worker's compensation policy carrier that Cratus has a two-year average EMR of 1.0. According to the carrier, Cratus is on track to have an EMR of 0.80 at the end of the current policy year.

Cratus' bid has been determined responsive and responsible, and has met the minimum required qualifications. Staff checked their project references and received satisfactory responses. Also, the Contractor's license was found to be current and active.

Contractor's Background

Cratus, Inc. is a General Engineering Class A licensed contractor who has successfully constructed similar projects in the San Francisco Bay Area. Recent projects included Echo Loop Sanitary Sewer Replacement and Miscellaneous Sanitary Sewer Repairs 14-15 with the City of San Jose and Sewer Condition Assessment Repair Project with the City of San Carlos. Cratus is currently constructing the Mission Aqueduct Seismic Improvement Project for the City of Hayward.

The Project's construction period will be 120 calendar days. The Notice to Proceed for construction of the Project is anticipated to be issued by mid-July and construction is expected to be complete by mid-November.

Staff recommends the Board waive the bid irregularities and award the construction contract for the Miscellaneous Sanitary Sewer Spot Repairs Project – Phase VI to Cratus, Inc. in the amount of \$324,000.

PRE/SEG/RC/ACB:ks

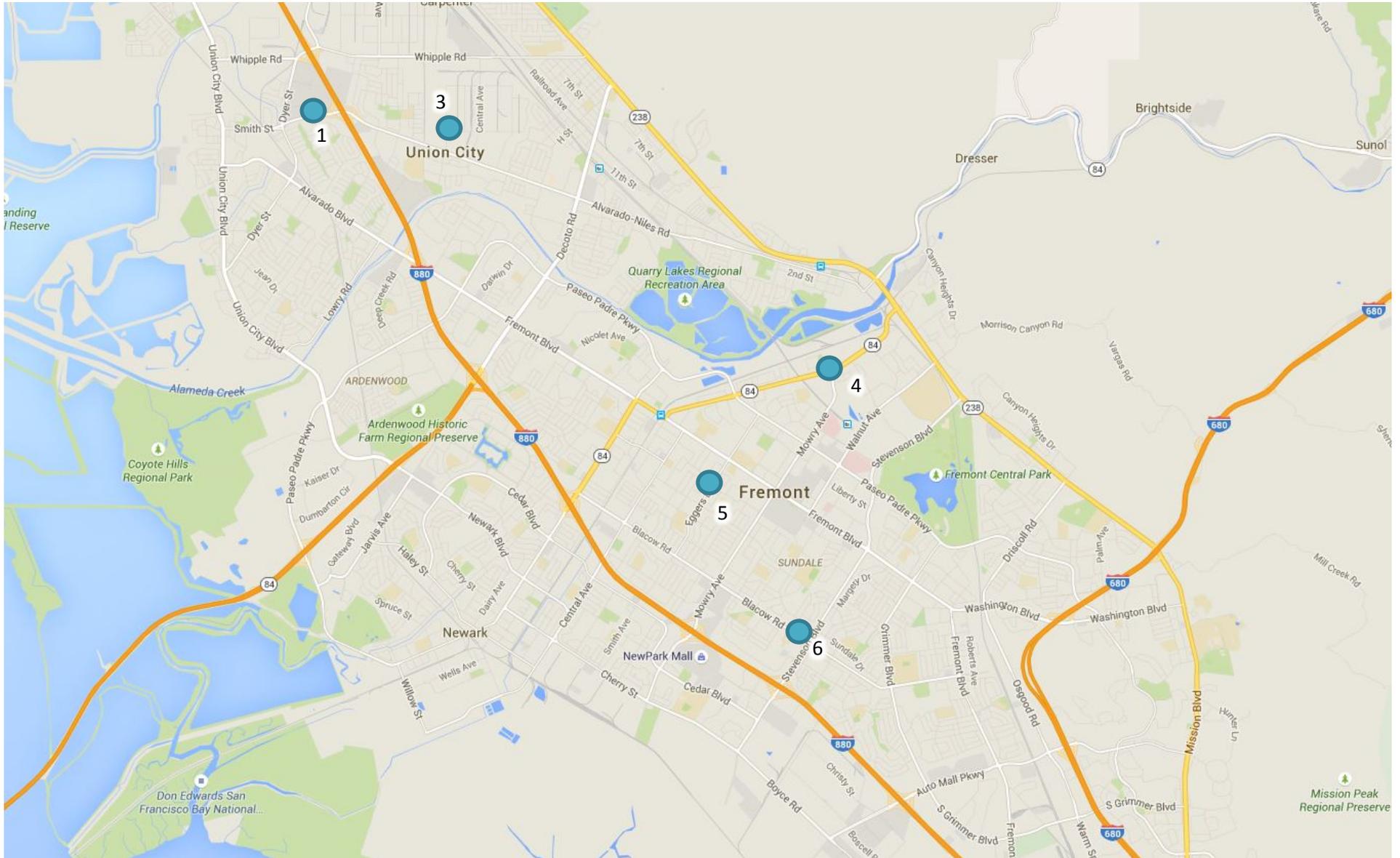
Attachments: Table 1 - Bid Tabulation Sheet
 Figure 1 - Site Map
 Construction Contract Agreement

Miscellaneous Sanitary Sewer Spot Repairs Project - Phase VI
Table 1 - Bid Tabulation Sheet

Item	Description	Bid Schedule			Cratus, Inc.		Ranger Pipelines	
		Quantity	UOM	Unit Price	Unit Price	Total	Unit Price	Total
1	SITE #1	1	LS	LS	\$ 113,000.00	\$ 113,000.00	\$ 275,000.00	\$ 275,000.00
2	SITE #2	NOT IN CONTRACT						
3	SITE #3	1	LS	LS	\$ 68,000.00	\$ 68,000.00	\$ 140,000.00	\$ 140,000.00
4	SITE #4	1	LS	LS	\$ 59,000.00	\$ 59,000.00	\$ 150,000.00	\$ 150,000.00
5	SITE #5	1	LS	LS	\$ 37,000.00	\$ 37,000.00	\$ 50,000.00	\$ 50,000.00
6	SITE #6	1	LS	LS	\$ 32,000.00	\$ 32,000.00	\$ 30,000.00	\$ 30,000.00
7	MOBILIZATION / DEMOBILIZATION	1	LS	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
	Total:					\$ 324,000.00		\$ 675,000.00

Engineer's Estimate: \$300,000

SITE ID	CITY	TITLE
1	UNION CITY	ALVARADO-NILES RD WEST OF UNION LANDING BLVD
3	UNION CITY	PACIFIC ST AT DOWE AVE
4	FREMONT	PERALTA BLVD AT MOWRY AVE
5	FREMONT	EGGERS DR BETWEEN EGGERS CT AND HASTINGS CT
6	FREMONT	BLACOW RD NORTHWEST OF STEVENSON BLVD



MISCELLANEOUS SANITARY SEWER SPOT REPAIRS PROJECT – PHASE VI
 FIGURE 1 - SITE LOCATION MAP

**AGREEMENT FOR THE CONSTRUCTION OF
MISCELLANEOUS SANITARY SEWER SPOT REPAIRS PROJECT – PHASE VI
PROJECT NO. 800-451**

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of June, 2015, between the UNION SANITARY DISTRICT ("District"), Union City, California, and **CRATUS, INC.** ("Contractor"), License No. 987888.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Miscellaneous Sanitary Sewer Spot Repairs Project – Phase VI (Project No. 800-451)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of **Three Hundred Twenty Four Thousand Dollars (\$324,000)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated June 9, 2015, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of

the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said

Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department

of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works

contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of June, 2015.

CRATUS, INC.

By: _____

Name: _____

Title: _____

Address: 945 Taraval Street, San Francisco, CA 94116

UNION SANITARY DISTRICT

By: _____

Tom Handley
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 13 - Meeting of June 22, 2015
Resolution No.____, Adopting a Preliminary Budget for FY 2016

Recommendation

Adopt a preliminary budget for FY 2016, and continue the FY 2015 budget in full force, until the final FY 2016 budget is adopted.

Background

The District is currently developing the capital and operating budgets for FY 2016. The preliminary FY 2016 budget was presented to the Board on June 8th, 2015. Completion of the FY 2016 budget is anticipated to be ready for the Board's consideration by mid-July of 2015; however, to allow for any unforeseen circumstances, staff is recommending that the FY16 budget be adopted no later than August 24th, 2015. In the meantime, since the District must continue operations, the FY 2015 budget will remain in place until August 24th, 2015.

Staff will present the final FY 2016 budget to the Board on or before August 24th. The continuing resolution for the FY 2015 budget is attached.

Attachment

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
CONTINUING THE FISCAL YEAR 2015 BUDGET**

WHEREAS, the District is in the process of developing an annual budget for fiscal year 2016; and

WHEREAS, it is anticipated that, to accommodate any unforeseen circumstances, the fiscal year 2016 budget will be adopted by no later than August 24th, 2015, and;

WHEREAS, the District is required to make routine and monthly payments for goods, services and miscellaneous maintenance as necessary to continue day-to-day operations of the District.

NOW, THEREFORE, the Board of Directors of Union Sanitary District does hereby resolve that:

1. The Union Sanitary District shall continue the fiscal year 2015 budget in full force and effect until August 24th, 2015, except for capital expenditures, which may require the Board of Directors' approval.
2. The General Manager is hereby authorized and directed to take all necessary and proper steps to implement this fiscal year 2016 budget, including making expenditures that require prior approval of the Board of Directors as set forth in the District's policies and procedures.
3. The General Manager may authorize administrative budget adjustments to transfer appropriations from one line item to another within a fund/departmental budget.

On motion duly made and seconded, this resolution was adopted by the following vote on June 22, 2015:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

TOM HANDLEY
Secretary, Board of Directors
Union Sanitary District

MANNY FERNANDEZ
President, Board of Directors
Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 8, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services
Michael Dunning, Environmental Compliance Coach

SUBJECT: Agenda Item No. 14 - Meeting of June 22, 2015
Authorize the General Manager to Execute the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont

Recommendation

Authorize the General Manager to execute the agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont. This agreement provides for reimbursement to Union Sanitary District for conducting activities contained within the City of Fremont Clean Water Program.

Background

The Federal Clean Water Act's 1987 amendment requires that storm water discharges from municipal storm drain systems be regulated under a nationwide surface water permit program called the National Pollutant Discharge Elimination System (NPDES). The San Francisco Bay Regional Water Quality Control Board's (RWQCB) 1986 amendment to its Water Quality Control Plan also requires that all of the cities in Alameda County have the same NPDES permit coverage. To meet this requirement, Alameda County and its 14 cities (including Fremont) created a Joint Powers Agreement (JPA) in October, 1991 called the Alameda Countywide Clean Water Program (ACCWP). Although there are a number of activities that are performed through the JPA, it is each municipality's responsibility to conduct the activities identified in the ACCWP's Storm-water Management Plan. These include municipal maintenance activities

(street sweeping and maintenance of the storm drain system); new development and construction site controls; illicit discharge controls; and industrial and commercial discharge control.

Rather than create a new inspection program for industrial and commercial discharge control requirements, the City of Fremont requested that the District include the above referenced tasks to its existing Pretreatment and Pollution Prevention inspection program.

On June 9, 1992, the City Council approved a contractual services agreement and a memorandum of agreement with the District to perform inspections of industrial and commercial businesses in Fremont to reduce or eliminate the discharge of pollutants to the Municipal storm drain system.

The arrangement allows the City to benefit from the infrastructure the District has in place. For example, Clean Water and Sanitary Sewer Pollution Prevention inspections are similar and District staff conducts both inspections on a single trip. This reduces the cost of sending out inspectors for separate inspections. District inspectors are well trained in pollution prevention and are certified by the California Water Environment Association. This partnership between the District and the City permits the City to efficiently meet the requirements of the NPDES permit and Clean Water Program. In exchange the District received reimbursement for actual time spent on inspection activities including an overhead multiplier.

On July 9, 1996 the City Council approved a new Memorandum of Agreement (MOU) and Contractual Services Agreement to extend the District's participation in the Clean Water Program and to expand the services provided by the District. The scope of services was expanded to include: outreach to school classrooms, use of District equipment to clean storm drains and non-hazardous spills as needed, identification and elimination of illicit discharges, and the authority to issue administrative citations.

In October, 2000, the MOU was further expanded and extended up to June, 2006, and on June 27, 2006, the City Council approved a successor agreement to the existing contract for a period of two years up to June 30, 2008, with an option to extend it for an additional four years in two-year increments.

In June 2008, the City Council approved a new MOU that extended the contract for 5 years (June 2013). This contract included minor changes in the Municipal Regional Stormwater Permit, an update to the compensation amount, and included the option for a two year extension.

In 2010, the contract was extended per the agreement to June 2015.

The new proposed contract has no substantive changes. Minor changes include updates to the City's Municipal Code section numbers, removing reference to the database application the District uses, and requiring the extension of the contract to be by mutual consent. The contract will have a 5-year term to reflect the length of the Regional Stormwater Permit, with an option to extend for another 5 years by mutual agreement. This gives both the District and the City stability for staffing and allocation of resources, and also demonstrates the confidence the City has in the District's ability to continue to meet all the components of the contract. A summary of the proposed changes to the Agreement is attached. Also, a summary of the individual tasks and associated costs are highlighted in the table below.

Task	FY 16 Budget
1. Public Education	\$52,000
2. General Business Inspections	\$102,000
3. Restaurant Inspections	\$55,000
4. Database Support	\$5,000
5. Reporting	\$25,000
6. Clerical Data Entry	\$52,000
7. ACCWP Participation	\$5,000
8. City Requested Meetings/Contract Work	\$8,000
9. Mitigate Illicit Discharges and Assist with Spills	\$4,000
10. City Requested Fieldwork	\$10,000
Total	\$318,000

The contract amount for FY 16 reflects an increase of approximately 3% over the prior year's amount. The amount for each subsequent year also reflects a 3% increase, including the 5 year extension, if mutually agreed to. No additional staff will be required to meet the needs of this contract.

District staff has been in negotiations with the City on this Agreement for the past several months and believes the Agreement to be fair and equitable. The City of Fremont Board of Directors authorized the City Manager to execute the subject agreement at their regularly scheduled June 9, 2015 meeting.

PRE/SEG/MD:av

Attachments:

Summary of the Proposed Revisions to the Agreement for Clean Water Program Activities and Enforcement Procedures

Agreement for Clean Water Program Activities and Enforcement Procedures

Summary of the Proposed Revisions to the Agreement for Clean Water Program Activities and Enforcement Procedures

The proposed changes to the Agreement for Clean Water Program Activities and Enforcement Procedures are as follows. Additions are shown underlined and deletions are shown with ~~strikethrough~~. Other minor changes that are not listed below include historical references that are no longer relevant in the new agreement and Exhibit C – Schedule of Rates.

- 1) **RECITALS – C.** is being revised to reflect the new term of the contract and comment on the satisfaction of the performance of District staff.

C. The existing contractual services agreement is set to expire on June 30, ~~2008~~ 2015. The City is very satisfied with the District's services and ~~the City and District wish~~ wishes to continue to utilize District for certain outreach and inspection tasks with a new agreement. ~~, and to clarify the scope of work to reflect changing NPDES obligations and City goals for the next five year time period with an option to extend up to an additional two years; and~~

- 2) **RECITALS – D.** is being revised to reflect the changes in the City's Storm Water Management Ordinance – Municipal Code.

D. City and District wish to continue enforcement procedures for the Fremont Storm Water Management and Discharge Control Ordinance - Fremont Municipal Code ~~8-11100~~ 18.210.010 et seq. and the Solid Waste, Recyclable and Organics Management Ordinance – Fremont municipal Code 8.40.

- 3) **2. AGREEMENT TERM** is being revised to reflect the 5-year term of this new contract and the 5-year extension by mutual agreement.

2. AGREEMENT TERM

This Agreement shall be effective upon execution by the Fremont City Manager and the District General Manager and shall continue through June 30, ~~2013~~ 2020. The Agreement may be extended upon mutual consent for an additional ~~two~~ five year period to June 30, ~~2015~~ 2025 with ninety days written Notice from City to District no later than April 1, ~~2013~~ 2020. In addition, City agrees to Notify District no later than April 1, ~~2013~~ 2020 if the City chooses to let this agreement expire on June 30, ~~2013~~ 2020.

- 4) **5. COMPENSATION** is being revised to update the term of the contract and total compensation rate.

5. COMPENSATION

District shall be compensated for conducting activities described in Exhibit A at ~~the labor and equipment~~ rates described in Exhibit C of the Agreement, incorporated herein by reference. These rates will be revised annually consistent with the District's labor agreements. District shall provide the City with a revised Exhibit C within 60 days of any labor rate adjustments. **If the City exercises its option to extend the agreement, the cost of living adjustment for FY 2020/21 through FY 2024/25 shall not exceed 3% annually.**

- 5) **7. (C) Transition from Filemaker Pro Storm Water Inspection Databases** is being removed due to the transition from Filemaker Pro to a new Environmental Compliance Management System.

~~7. (C) Transition from Filemaker Pro Storm Water Inspection Databases~~

~~The District is planning to transition all storm water inspection databases from the current Filemaker Pro databases to an alternative application. The schedule for this transition will be dependent upon the conversion progress of other District wide databases scheduled to precede the storm water database conversion. District will notify City when the conversion design phase is initiated. Once the District completes the transition to the new storm water databases, the old databases including the historical and user interface, will be given to the City for historical reference at no cost to City.~~

- 6) **Exhibit A, Task 4 – Database Application Administration and Support** is being revised due to the transition from Filemaker Pro to a new Environmental Compliance Management System.

Task 4 – Database Application Administration and Support

Maintain the storm water database to collect inspection results and enforcement action data that must be reported to the Regional Water Quality Control Board.

USD Agrees to support the existing application on Filemaker Pro in its current condition with existing functionality. ~~while transitioning to an alternative application.~~ **Database support Support** will be provided during USD's regular business hours Monday through Friday excluding weekends and USD Holidays. ~~Support will consist of fixing programming errors returned by the application, and conversion to a new application per Scope of Services 7.(C).~~

~~The existing Filemaker Pro application is utilizing software tools no longer supported by the software vendor. This may impact USD's ability to provide "bug" fixes or additional functionality due to software or support limitations.~~

7. **Exhibit A, Task 5 – Reporting** is being revised to update the type of reporting requirements the District is required to submit to the City.

Task 5 – Reporting

District is responsible for providing the following reports by the required due dates. The City reserves the right to request additional reports as needed for evaluating performance under this contract or for complying with NPDES reporting requirements.

- ~~Annual Commercial/Industrial Business Inspection Plan – by January 15 of each year for the following fiscal year (July 1 – June 30).~~ The inspection plan is described in the Performance Standards for Industrial and Commercial Business Inspection Activities in the ACCWP Storm Water Management Plan and includes the business type and number of businesses to be inspected.
- ~~Semi-Annual General Program Report – by the 15th of the month following the end of each six-month period.~~
- ~~Annual Activity and Expenditure Report – by September 10 of each year for the previous fiscal year. The report will describe program activities within the Tasks for the previous year and expenditures for each Task.~~
- Annual Illicit Discharge Control Action Plan – by January 15 of each year for the following fiscal year. The annual action plan will be developed with the City’s Environmental Services staff and will include activities as described in the Performance Standards for Illicit Discharge Control in the ACCWP Storm Water Management Plan.
- ~~Status report – by September 10 of each year for the previous fiscal year. Information in the Status Report can change from year to year and the city will notify the District by August 1 of each year for information to be included in the report.~~

- 8) **Exhibit B - Budget by Task** is being revised to reflect the new fiscal year budgets

**Exhibit B
Budget by Task**

Task	FY-08/09 Budget	FY-09/10 Budget	FY-10/11 Budget	FY-11/12 Budget	FY-12/13 Budget
1. Public Education/Outreach	\$38,000	\$39,000	\$41,000	\$43,000	\$45,000
2. General Business Inspections	\$54,000	\$56,000	\$59,000	\$61,000	\$64,000
3. Restaurant Inspections	\$45,000	\$47,000	\$49,000	\$52,000	\$54,000
4. Database Application Support	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

5. Reporting	\$17,000	\$18,000	\$19,000	\$19,000	\$20,000
6. Clerical Data Entry	\$44,000	\$46,000	\$48,000	\$51,000	\$53,000
7. ACCWP Participation	\$2,000	\$2,000	\$2,000	\$3,000	\$3,000
8. City Requested Meetings/Contract Work	\$7,000	\$7,000	\$7,000	\$8,000	\$8,000
9. Mitigate Illicit Discharges/Spill Assistance	\$6,000	\$6,000	\$7,000	\$7,000	\$7,000
10. Construction/Post Construction Inspections	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Union Sanitary District Contract	\$215,000	\$223,000	\$234,000	\$246,000	\$256,000
Contingency*	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>
Total including Contingency	\$245,000	\$253,000	\$264,000	\$276,000	\$286,000

TASK	<u>BUDGET FY 2015/16</u>	<u>BUDGET FY 2016/17</u>	<u>BUDGET FY 2017/18</u>	<u>BUDGET FY 2018/19</u>	<u>BUDGET FY 2019/20</u>
Public Education	52,000	53,560	55,167	56,822	58,527
General Business Inspections	102,000	105,060	108,212	111,458	114,802
Restaurant Inspections	55,000	56,650	58,350	60,101	61,904
Database Support	5,000	5,150	5,305	5,464	5,628
Reporting	25,000	25,750	26,523	27,319	28,139
Clerical Data Entry	52,000	53,560	55,167	56,822	58,527
ACCWP Participation	5,000	5,150	5,305	5,464	5,628
City Requested Mtgs/Contract Work	8,000	8,240	8,487	8,742	9,004
Mitigate I.D. & Assist w/spills	4,000	4,120	4,244	4,371	4,502
City Requested Fieldwork	10,000	10,300	10,609	10,927	11,255
Totals	318,000	327,540	337,369	347,490	357,916

AGREEMENT FOR CLEAN WATER PROGRAM ACTIVITIES
AND ENFORCEMENT PROCEDURES

This AGREEMENT, dated the ____ day of 2015, is made and entered into by and between the CITY OF FREMONT, a public agency of the State of California, hereinafter referred to as the "City," and the UNION SANITARY DISTRICT, hereinafter referred to as the "District." City and District may be collectively referred to herein as the "Parties."

RECITALS

A. The Federal Clean Water Act 1987 Amendment requires that storm water discharged from municipal storm drain systems be regulated under a nationwide surface water permit program –National Pollutant Discharge Elimination System (NPDES).

B. City has contracted with Union Sanitary District since June 1992 for specific services required to meet certain NPDES requirements, primarily inspection, enforcement and reporting activities.

C. The existing contractual services agreement is set to expire on June 30, 2015. The City is very satisfied with the District's services and wishes to continue to utilize District for certain outreach and inspection tasks with a new agreement.

D. City and District wish to continue enforcement procedures for the Storm Water Management and Discharge Control Ordinance - Fremont Municipal Code 18.210.010 et seq. and the Solid Waste, Recyclable and Organics Management Ordinance – Fremont Municipal Code 8.40.

E. Fremont Municipal Code (FMC) 18.210.030 (b) (3) authorizes the Fremont City Manager to designate authorized enforcement officers to enforce the provisions of the "City of Fremont Storm Water Management and Discharge Control Ordinance" FMC 18.210.010 et seq. (Ordinance), and City has determined the District has the resources and experience to assist the City in inspection and enforcement activities under both Fremont Municipal Code Sections 18.210.010 and 8.40. F. In addition to the inspection and enforcement activities, the City is authorized to contract with the District for the implementation of certain activities required by the NPDES permit and the District is qualified to implement these activities as described below.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1. (A) General

District shall perform the services by tasks described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement. District shall implement or assist City in those activities required in the NPDES Permit and the Management Plan approved by the Alameda Countywide Clean Water Program (ACCWP) Management Committee as well as targets established by City.

1. (B) Changes to Scope of Services

During the term of this Agreement, if the City desires to modify the scope of services provided in this agreement including the delivery, formatting or content of specific reports which require additional programming changes or capital investment by District, District will provide a written proposal to City describing the changes and associated costs. If City accepts the proposal, the scope of services shall be amended and City will pay the costs necessary to implement and support these changes.

2. AGREEMENT TERM

This Agreement shall be effective upon execution by the Fremont City Manager and the District General Manager and shall continue through June 30, 2020. The Agreement may be extended upon mutual consent for an additional five year period to June 30, 2025 with ninety days written Notice from City to District no later than April 1, 2020. In addition, City agrees to Notify District no later than April 1, 2020 if the City chooses to let this agreement expire on June 30, 2020.

3. DISTRICT ENFORCEMENT OFFICERS

The City hereby appoints the District as authorized enforcement officers, as defined by FMC 18.210.030(b)(3). The District shall have all the authority vested by the Ordinance in the authorized enforcement officer. The District's General Manager may appoint such employees of the District as in the Manager's opinion that are best suited by training and experience to carry out enforcement functions under this ordinance. The City Manager shall prepare and issue appropriate credentials for District appointed authorized enforcement officers when requested by the District General Manager.

District hereby acknowledges and agrees to accept the designation enforcement officer for its employees appointed to participate in the implementation of this

Final June 9, 2015

2

Agreement. District shall faithfully and competently enforce the provisions of FMC 18.210.010 et. seq. in full cooperation with staff of the City.

4. DUTIES OF DISTRICT AND CITY

The City shall be responsible for inspections of premises in the City for potential violations of said Ordinance. District and City agree to advise property owners and managers of the obligations to comply with the Ordinance. The District is authorized to issue verbal and/or written enforcement orders, including Notices of Violation and Cease and Desist Orders. The District staff, identified as authorized enforcement officers, is authorized to issue administrative citations pursuant to FMC 1.20.010 et seq.

District staff shall coordinate with City staff in a timely manner on any written enforcement orders or administrative citations. Should additional formal enforcement actions be necessary as are provided for in FMC 18.210.160 to 18.210.430, the City and District shall assume full responsibility for formal prosecution and hearing procedures for those areas over which each had inspection and enforcement responsibility. District is authorized to carry full enforcement powers whenever there exists an immediate danger to the public health, safety and welfare. The City Manager shall prepare and issue appropriate credentials for District appointed enforcement officers when requested by District General Manager.

5. COMPENSATION

District shall be compensated for conducting activities described in Exhibit A at rates described in Exhibit C of the Agreement, incorporated herein by reference. These rates will be revised annually consistent with the District's labor agreements. District shall provide the City with a revised Exhibit C within 60 days of any labor rate adjustments. If the contract is extended by mutual agreement, the total budget as set forth in Exhibit B, will not exceed an increase of 3% per year.

5. (A) Billings

To request payment, District shall submit quarterly statements to the City identifying the services performed and the charges therefore, based upon the District's billing rates set forth in Exhibit C, with updated labor contact rates. These statements will be submitted to City by District within 30 days from the end of each quarter. The City shall reimburse District for services, which are performed in accordance with this Agreement and to the satisfaction of the City, within forty five (45) days of City receipt of each quarterly statement.

5. (B) "Not to Exceed" Compensation

The compensation payable to District for the services identified shall not exceed the amount per year identified in Exhibit B, incorporated herein by reference.

The District shall not perform any services beyond the services identified in Exhibit A without prior written authorization from the City's Authorized Representative. The annual budget per task is also specified in Exhibit B. With City's Authorized Representative written approval, costs may be reallocated within the individual tasks as long as the total compensation does not exceed the amount specified in Exhibit B.

5. (C) Contractor's Failure to Perform

In the event that District performs services, which do not comply with the requirements of this Agreement, District shall, upon receipt of written Notice from the City, re-perform the services (without additional compensation to the District). If District's failure to perform in accordance with this Agreement causes damages to the City, District shall reimburse the City for the damages incurred, which may be charged as an offset to District's payment.

6. STAFFING AND MINIMUM INSPECTIONS

Experience and qualified staffing is essential to the delivery of services under this agreement. The District is responsible for ensuring that staffing levels are adequate to meet the performance standards identified by City, and that a quarter-time program manager, with prior storm water experience, is assigned to manage the services under this Agreement. In addition, the City desires to have continuity and consistency in the area of restaurant inspections. This area of inspections will be assigned to one individual who will be responsible for the restaurant inspection program. The District will have at least one inspector who is bilingual in Spanish and English. The District will perform inspections as needed but in no event less than the minimum number of business inspections and restaurant inspections per quarter as identified in Exhibit A. In the event it appears that District will be unable to perform the minimum number of inspections required in a particular quarter, District agrees to Notify City as soon as it is aware of this failure, as well as provide City with a written plan for mitigating the inspection deficits for the following quarter. Such plan will be subject to the review and written approval of the City's Environmental Services Manager.

7. INFORMATION AND DOCUMENTATION

7. (A) Information from City

City has made an effort to provide District with all information necessary for District's performance of services under this Agreement. If District believes additional information is required, District shall promptly notify the City, and City will provide to District all relevant non-privileged information in City's possession.

7. (B) District's Data and Records

District shall maintain all data and records which include inspection, enforcement and accounting, related to this Agreement in accordance with state law

requirements, and in no event for less than seven years. District's records shall include, at a minimum, all documents which support District's costs and expenses related to this Agreement, including enforcement and inspection documentation, personnel payments, and reimbursable expenses. District's records shall be made available to City within a reasonable time after City's request, during normal business hours. The Parties recognize that information including inspection results and enforcement actions is being incorporated into District's database.

8. RELATIONSHIP BETWEEN THE PARTIES

District is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. District and District's employees shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. CITY'S AUTHORIZED REPRESENTATIVE

For the performance of services under this Agreement, the Contractor shall take direction from the City's Authorized Representative: the Environmental Services Manager, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

10. CONFLICTS OF INTEREST PROHIBITED

District (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. District shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, et seq. and other laws relating to conflicts of interest, including: (a) District shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on District's economic interest, and (b) if required by law, District shall file financial disclosure forms with the City Clerk. If District maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving District's conflicting interest may be terminated by the City.

11. NONDISCRIMINATION

District shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

12. COMPLIANCE WITH LAW AND STANDARD OF CARE

District shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said

laws are expressly stated in this Agreement. District shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to District, performing under circumstances similar to those required by this Agreement.

District shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto. District shall defend, indemnify and hold City harmless from any and all liability, fines, penalties and consequences from District noncompliance or District violations of such laws, ordinances, codes and regulations.

13. REPORTING DAMAGES

If any damage (including death, personal injury or major property damage) occurs in connection with the performance of this Agreement, District shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and District shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Contractor's insurance company, and (d) a detailed description of the damage, or incident and whether any City property was involved.

14. AUDIT

14. (A) City Audit

The City reserves the right to audit the services provided under the Agreement.

14. (B) Federal and State Audit

Until the expiration of seven years after the furnishing of any services pursuant to this Agreement, District shall make available, upon written request, to the federal/state/county government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of District that are necessary to certify the nature and extent of the reasonable cost of services to City.

15. HOLD HARMLESS/INDEMNIFICATION

District agrees to defend, indemnify and hold harmless City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of District in the

performance of the scope of work except those arising by reason of the sole negligence of the City, its officers, employees or agents.

City agrees to defend, indemnify, hold harmless District, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in the performance of the scope of work except those arising by reason of the sole negligence of the District, its officers, employees or agents.

16. AMENDMENT

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties.

17. INSURANCE/SELF-INSURANCE

District is self-insured as to any requirements under this Agreement. No policies or bonds are required of either party as to any provisions of this Agreement.

18. WORKERS' COMPENSATION

District shall provide Workers' Compensation insurance for its employees at District cost and expense. City shall provide Workers' Compensation for its employees at the City's cost and expense.

19. TIME FOR PERFORMANCE

Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. District shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by District in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the District.

20. BREACHES and DEFAULT

District shall be in default of this agreement when failing to fulfill the obligations described under this Agreement, including the failure to meet inspection or reporting requirements. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written Notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within thirty (30) days of the Notice. If: (a) the defaulting party fails to cure the default within thirty (30) days of the Notice, or, (b) if more than thirty (30) days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within thirty (30)

days of the Notice, then (c) the demanding party may terminate this Agreement upon written Notice to the defaulting party. In the event of such termination, all District data and records which include inspection, enforcement and accounting information related to this Agreement shall be immediately provided to City.

21. NOTICES

All Notices required or contemplated by this Agreement shall be in writing and shall be personally delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

To: City
Attn: Environmental Services Manager

City of Fremont
39550 Liberty St.
Fremont, CA 94538

To: District
Attn: Environmental Compliance
Team Coach
Union Sanitary District
5072 Benson Rd.
Union City, CA 94587

22. HEADINGS

The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

23. ASSIGNMENT AND DELEGATION

This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the District's duties be delegated without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

24. SEVERABILITY

If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, this paragraph shall not be applied to the extent it would result in a frustration of the parties' intent under this Agreement.

25. GOVERNING LAW, JURISDICTION, AND VENUE

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

26. ATTORNEY'S FEES

In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

27. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral.

29. SIGNATURES

The individuals executing this Agreement represent and warrant they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District and the City do hereby agree to the full performance of the terms set forth herein

CITY OF FREMONT

UNION SANITARY DISTRICT

BY: _____
City Manager

BY: _____
General Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Counsel to District

City Attorney

Final June 9, 2015

Exhibit A Tasks

The purpose of this Scope of Work is to authorize the range of tasks Union Sanitary District is expected to provide for the City of Fremont's Urban Runoff/Clean Water Program and identify performance standards where applicable. The District shall work closely with City staff in order to clarify or refine specific services to be performed for each task when necessary. The Parties acknowledge this agreement may be modified to address changed NPDES (National Pollutant Discharge Elimination System) permit conditions subject to the procedures outlined under section 1(B) of this agreement.

A budget for these tasks is summarized in Exhibit B, incorporated herein by reference.

Task 1 – Public Education/Outreach

Incorporate storm water pollution prevention messages into sanitary sewer public education and outreach, where appropriate. This includes introducing storm water issues to students during classroom visits; distributing brochures video tapes, and other outreach materials that address both the storm drain and sanitary sewer systems, and assisting and coordinating with City staff on public education and outreach projects and/or events. When sanitary sewer and clean water information is being represented during the same event, 50 percent of the expense of this task will be billed to the Clean Water Program and the balance will be the responsibility of Union Sanitary District. The performance standard shall be 35 elementary school presentations per fiscal year (July – June).

This task shall also include the Regional Our Water, Our World (OWOW) integrated pest management program and support for OWOW participating stores within the City of Fremont. Support includes sustaining a relationship with store management and employees as well as proving OWOW materials and training.

This task may also include creation of storm water pollution prevention outreach brochures such as the Restaurant Tribute as requested by the City.

Task 2 – General Business Inspections

Conduct activities necessary to eliminate illicit discharge activity consistent with inspection plans submitted to the Regional Water Quality Control Board. This includes, but is not limited to, performing inspections, locating sources of illicit discharge, meeting with facility operators, providing verbal and/or written outreach materials, issuing verbal or written enforcement orders, initiating

administrative fine procedures, and documenting and reporting activities for inclusion in reports to the General Program. Inspect industrial and commercial areas of the City for compliance with the City's Storm Water Management and Discharge Control ordinance. Inspections will be performed and documented in a manner consistent with the Performance Standards outlined in the Management Plan. This task may include collection and analysis of wastewater samples and/or taking photographs.

These activities may include coordinating inspection activities with other City departments and regulatory agencies such as the Fire Department, Maintenance and Recreation Services, Alameda County Health Agency, other ACCWP permittees, and the Regional Water Quality Control Board.

The District is responsible for meeting the inspection targets provided to the Regional Water Quality Control Board for inspection types that are the responsibility of the District. The performance standard shall be 96 inspections per quarter. District staff will perform all general business including NOI facilities. City staff may also conduct inspections on business types designated as the District's responsibility upon mutual agreement of the parties. City may request District staff to conduct inspections on additional business types with 90 days written notice. To the extent possible, inspections shall be evenly scheduled throughout the quarter.

Task 3 – Restaurant Inspections

Conduct inspections of restaurants in the same manner and subject to the same standards as described in Task 2 – General Business Inspections. The performance standard shall be 96 inspections per quarter, in addition to the General Business Inspections conducted.

Task 4 – Database Application Administration and Support

Maintain the storm water database to collect inspection results and enforcement action data that must be reported to the Regional Water Quality Control Board.

Database support will be provided during USD's regular business hours Monday through Friday excluding weekends and USD Holidays.

Task 5 – Reporting

District is responsible for providing the following reports by the required due dates. The City reserves the right to request additional reports as needed for evaluating performance under this contract or for complying with NPDES reporting requirements.

- Annual Commercial/Industrial Business Inspection Plan – The inspection plan is described in the Performance Standards for Industrial and Commercial Business Inspection Activities in the ACCWP Storm Water Management Plan and includes the business type and number of businesses to be inspected.
- Annual Illicit Discharge Control Action Plan – by January 15 of each year for the following fiscal year. The annual action plan will be developed with the City's Environmental Services staff and will include activities as described in the Performance Standards for Illicit Discharge Control in the ACCWP Storm Water Management Plan.

Task 6 – Clerical Data Entry

Enter into database management system- inspection reports, enforcement documents and any other activities that are required by the ACCWP Storm Water Management Plan, and/or NPDES permit.

Task 7 - Alameda Countywide Clean Water Program (ACCWP) Participation

Participate or chair ACCWP subcommittees, workgroups and events as requested by City. Represent the interests of the City and provide technical assistance, attend meetings, review materials and provide training assistance as needed.

Task 8 – City Requested Meetings/Contract Work

Participate in meetings as requested by the City, including but not limited to: quarterly Urban Runoff/Clean Water program staff meetings, annual Regional Water Quality Control Board Program Performance Evaluation, City Council meetings, and annual review of this contract. This task includes attendance at City program coordination meetings and participating in joint enforcement, training and outreach efforts with City departments and other regulatory agencies. This task also includes staff time spent on contract modifications, including contracts negotiations, as requested by the City.

Task 9 – Mitigate Illicit Discharges / Assistance with Spills

Assist the City's Maintenance staff with timely containment and cleanup of spills of non-hazardous wastes and wastewater to the storm drain system. This includes, but is not limited to, isolating the contaminated portion of the storm drain, cleaning the affected area, removing the waste, flushing the system, and discharging recovered waste and wastewater to the sanitary sewer system. At the request of the City, mitigate illicit discharges that are in violation of the Fremont Municipal Code, Title VIII, Chapter 11. This includes, but is not limited to, the cleanup of non-hazardous waste and wastewater discharged to the storm

drain system, and the repair of damaged sanitary sewer lines causing such discharge. Services may include televising the storm drain line with a mobile closed circuit T.V. camera as well as hydro-jetting or manual cleaning.

Task 10 – City Requested Fieldwork

Provide technical assistance including, but not limited to, inspection of construction sites, follow-up, enforcement, and other related activities as requested by City, provided there is trained District staff available.

**Exhibit B
Budget by Task**

TASK	BUDGET FY 2015/16	BUDGET FY 2016/17	BUDGET FY 2017/18	BUDGET FY 2018/19	BUDGET FY 2019/20
Public Education	52,000	53,560	55,167	56,822	58,527
General Business Inspections	102,000	105,060	108,212	111,458	114,802
Restaurant Inspections	55,000	56,650	58,350	60,101	61,904
Database Support	5,000	5,150	5,305	5,464	5,628
Reporting	25,000	25,750	26,523	27,319	28,139
Clerical Data Entry	52,000	53,560	55,167	56,822	58,527
ACCWP Participation	5,000	5,150	5,305	5,464	5,628
City Requested Mtgs/Contract Work	8,000	8,240	8,487	8,742	9,004
Mitigate I.D. & Assist w/spills	4,000	4,120	4,244	4,371	4,502
City Requested Fieldwork	10,000	10,300	10,609	10,927	11,255
Totals	318,000	327,540	337,369	347,490	357,916

**Exhibit C
Schedule of Rates**

Labor Rates

Environmental Program Coordinator.....	\$165.74/hr
Environmental Compliance Inspector IV.....	\$150.09/hr
Environmental Compliance Inspector III.....	\$140.27/hr
Environmental Compliance Inspector II.....	\$126.37/hr
Environmental Compliance Inspector I.....	\$112.33/hr
Temporary Environmental Position.....	as quoted**
Administrative Specialist II.....	\$104.11/hr
Administrative Specialist I.....	\$98.91/hr
Communications Coordinator.....	\$138.82/hr
EC Outreach Representative.....	\$140.27/hr

For after-hours response, chargeable time begins with receipt of call. Typical response time after 4:00 p.m. and on weekends and holidays is one hour or less.

Labor rates include a multiplier of 2.71, which reflects the District's overhead rate of 1.71. The overhead rate includes benefits, general District-wide administrative costs, vehicle use, large equipment use, and personnel support expenses such as safety supplies.

*** Multiplier does not apply to contract employees*

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157880	6/11/2015	800394.9	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II		
					\$636,246.35	\$636,246.35
157802	6/4/2015	141344	CAROLLO ENGINEERS	COGENERATION PROJECT		
					\$3,014.27	\$45,991.38
	6/4/2015	141354		FREMONT & PASEO PADRE LS IMPROVEMENTS		
					\$42,977.11	
157881	6/11/2015	800394.9E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT		
					\$33,486.65	\$33,486.65
157869	6/11/2015	141355	CAROLLO ENGINEERS	PUMP STATION MASTER PLAN		
					\$28,733.66	\$33,224.05
	6/11/2015	141699		HIGH SPEED AERATION BLOWER		
					\$4,490.39	
157807	6/4/2015	XJP3X9T99	DELL MARKETING LP C/O DELL USA	FY15 Q4 MINI TOWER		
					\$1,836.19	\$28,624.27
	6/4/2015	XJP3X9JJ3		FY15 Q4 DUAL MONITOR SYSTEM		
					\$2,106.79	
	6/4/2015	XJN7X3J16		DELL SERVER FOR USD-DC REPLACEMENT		
					\$10,168.58	
	6/4/2015	XJP41DF41		FY15 Q4 STANDARD DESKTOPS		
					\$14,512.71	
157845	6/4/2015	19853	RMC WATER AND ENVIRONMENT	ALVARADO TREATMENT PLANT SITE USE STUDY		
					\$6,873.00	\$16,599.25
	6/4/2015	19867		AS NEEDED SUPPORT FOR PRETREATMENT PROGRAM		
					\$1,301.50	
	6/4/2015	19809		HAYWARD MARSH REHABILITATION OPTIONS		
					\$8,424.75	
157916	6/11/2015	1410142	TRIMARK ASSOCIATES INC	COGENERATION PROJECT		
					\$14,377.20	\$14,377.20
157808	6/4/2015	1209489C	DELTA DENTAL SERVICE	MAY 2015 DENTAL		
					\$11,537.10	\$13,013.84
	6/4/2015	1209489A		MAY 2015 DENTAL		
					\$1,476.74	
157813	6/4/2015	18224	EL CAMINO PAVING, INC	PAVING INSIDE PLANT FENCE LINE NE CORNER		
					\$12,780.00	\$12,780.00

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157897	6/11/2015	6873	OMP-I&G CREEKSIDE INVESTORS	REFUND # 18167		
					\$12,206.38	\$12,206.38
157803	6/4/2015	63209	COAST CRANE COMPANY	CRANE RENTAL		
					\$2,995.00	\$10,795.70
	6/4/2015	63864		SERVICE CRANE ON TRUCK T3262		
					\$7,800.70	
157888	6/11/2015	9017449788	KEMIRA WATER SOLUTIONS, INC.	7.85 DRY TONS FERROUS CHLORIDE		
					\$5,157.45	\$10,426.59
	6/11/2015	9017448907		8.02 DRY TONS FERROUS CHLORIDE		
					\$5,269.14	
157795	6/4/2015	8480053998	ANDRITZ SEPARATION INC	CENTRIFUGE 3 REBUILD PARTS 12/11/14		
					\$9,983.39	\$9,983.39
157854	6/4/2015	682974	UNIVAR USA INC	4,998 GALS SODIUM HYPOCHLORITE		
					\$2,320.63	\$9,318.72
	6/4/2015	682459		4,991 GALS SODIUM HYPOCHLORITE		
					\$2,317.38	
	6/4/2015	682835		5,020 GALS SODIUM HYPOCHLORITE		
					\$2,330.83	
	6/4/2015	682486		5,061 GALS SODIUM HYPOCHLORITE		
					\$2,349.88	
157839	6/4/2015	815827	PACHECO BROTHERS GARDENING INC	TREE TRIMMING & RE-DRESS BARK		
					\$9,305.00	\$9,305.00
157794	6/4/2015	4071036120150518	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 05/18/15-BENSON ROAD		
					\$8,691.00	\$9,055.68
	6/4/2015	4071037120150518		SERV TO: 05/18/15-BENSON ROAD		
					\$305.90	
	6/4/2015	4071038120150518		SERV TO: 05/18/15-BENSON ROAD		
					\$58.78	
157906	6/11/2015	7547661250	ROYAL WHOLESALE ELECTRIC	1 ALLEN BRADLEY 30VDC 36PN 16PT INPUT CARD		
					\$620.73	\$8,644.96
	6/11/2015	7547662754		ASTD PARTS & MATERIALS		
					\$1,730.52	
	6/11/2015	7547662776		1 DIGITAL INPUT MODULE		
					\$269.61	
	6/11/2015	7547662512		ASTD PARTS & MATERIALS		
					\$6,024.10	
157905	6/11/2015	19916	RMC WATER AND ENVIRONMENT	IRVINGTON BASIN SEWER MASTER PLAN UPDATE		
					\$8,309.00	\$8,309.00

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157834	6/4/2015	37432220150601	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - JUNE 2015		
					\$7,617.83	\$7,617.83
157875	6/11/2015	233093	FRANK A OLSEN COMPANY	1 DIGESTER 6 MIXING SLUDGE ACTUAGTOR		
					\$6,328.31	\$6,328.31
157831	6/4/2015	10941463	KRONOS INC	KRONOS IMPLEMENTATION: CONFIGURATION/TESTING/PROJ MGI		
					\$6,300.00	\$6,300.00
157870	6/11/2015	255899	CURTIS & TOMPKINS LTD	22 LAB SAMPLE ANALYSIS		
					\$1,980.00	\$5,590.00
	6/11/2015	255818		39 LAB SAMPLE ANALYSIS		
					\$2,195.00	
	6/11/2015	255865		50 LAB SAMPLE ANALYSIS		
					\$1,415.00	
157911	6/11/2015	5047	SHP MGMT CO ITF TOYAMA PARTNER	REFUND # 18163		
					\$5,532.50	\$5,532.50
157901	6/11/2015	968111	POLYDYNE INC	41,580 LBS CLARIFLOC WE-539		
					\$5,488.56	\$5,488.56
157829	6/4/2015	9017448093	KEMIRA WATER SOLUTIONS, INC.	7.79 DRY TONS FERROUS CHLORIDE		
					\$5,118.03	\$5,118.03
157830	6/4/2015	2522	KOFF & ASSOCIATES	RECRUITMENT EXPENSES - HUMAN RESOURCES ADMINISTRATOI		
					\$5,060.00	\$5,060.00
157871	6/11/2015	XJP5T49J5	DELL MARKETING LP C/O DELL USA	FY15 Q4 WORKSTATION		
					\$4,732.85	\$4,732.85
157918	6/11/2015	684726	UNIVAR USA INC	5,020 GALS SODIUM HYPOCHLORITE		
					\$2,330.83	\$4,661.66
	6/11/2015	684422		5,020 GALS SODIUM HYPOCHLORITE		
					\$2,330.83	

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157861	6/11/2015	4105755420150529	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 05/29/15-MTR HYD 29389785	\$425.05	\$4,017.94
	6/11/2015	4105755520150529		SERV TO: 05/29/15-MTR HYD 19866544	\$597.54	
	6/11/2015	4105755320150529		SERV TO: 05/29/15-MTR HYD 19866546	\$421.22	
	6/11/2015	4105755820150529		SERV TO: 05/29/15-MTR HYD 15210655	\$655.03	
	6/11/2015	4105756020150529		SERV TO: 05/29/15-MTR HYD 33481982	\$858.18	
	6/11/2015	4105755620150529		SERV TO: 05/29/15-MTR HYD 18486436	\$586.04	
	6/11/2015	4105755720150529		SERV TO: 05/29/15-MTR HYD 19866542	\$474.88	
157923	6/11/2015	3464021	WESTERN ENERGY SYSTEMS	PERFORM 4,000 HOUR SERVICE ON BOTH UNITS	\$3,974.00	\$3,974.00
157842	6/4/2015	140312	RAFTELIS FINANCIAL CONSULTANTS	SSC COST OF SERVICE STUDY	\$3,879.00	\$3,879.00
157866	6/11/2015	5222	BJ'S RESTAURANT	REFUND # 18162	\$3,470.00	\$3,470.00
157809	6/4/2015	7883	DEMIGUEL PLUMBING	REFUND # 18147	\$3,300.00	\$3,300.00
157917	6/11/2015	7885	CITY OF UNION CITY	REFUND # 18149	\$3,300.00	\$3,300.00
157814	6/4/2015	50424	ENVIRONMENTAL LOGISTICS INC	HAZARDOUS MATERIAL DISPOSAL	\$546.25	\$3,253.35
	6/4/2015	50293		HAZARDOUS MATERIAL DISPOSAL	\$517.50	
	6/4/2015	50295		HAZARDOUS MATERIAL DISPOSAL	\$1,844.60	
	6/4/2015	50294		HAZARDOUS MATERIAL DISPOSAL	\$345.00	
157858	6/4/2015	20150601	VISION SERVICE PLAN - CA	JUNE 2015 VISION STMT	\$3,227.66	\$3,227.66
157919	6/11/2015	31371	VALLEY WINDOW CLEANING	WINDOW CLEANING SERVICES	\$3,225.00	\$3,225.00

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157799	6/4/2015	819	AUTOMATED NETWORK CONTROLS	SCADA / PLC PROGRAMMING SERVICES	\$962.80	\$3,096.25
	6/4/2015	820		SCADA / PLC PROGRAMMING SERVICES	\$2,133.45	
157827	6/4/2015	989553	JET-CARE INTERNATIONAL INC	50 EA COGEN OIL ANALYSIS KITS	\$2,729.88	\$2,729.88
157859	6/4/2015	8041295433	VWR INTERNATIONAL LLC	1 CS CONTAINERS 8OZ NO LID & 2 CS CAP SNAP LID ONLY	\$302.84	\$2,655.62
	6/4/2015	8041251686		1 KIT, STAR A214 PH/ISE, AMMONIA	\$2,352.78	
157832	6/4/2015	7437	LENNAR HOMES - BAY AREA	REFUND # 18136	\$2,500.00	\$2,500.00
157804	6/4/2015	20150061	COVELLO GROUP INC	NEWARK BACKYARD SS PH2	\$2,418.00	\$2,418.00
157892	6/11/2015	31466104	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$137.13	\$2,213.94
	6/11/2015	30217274		3 EA BROTHER LABEL TAPE	\$81.64	
	6/11/2015	31395761		ASTD PARTS & MATERIALS	\$559.05	
	6/11/2015	31529067		ASTD TOOLS AND WRENCHES	\$311.44	
	6/11/2015	31946387		ASTD PARTS & MATERIALS	\$339.63	
	6/11/2015	30566139		ASTD PARTS & MATERIALS	\$648.89	
	6/11/2015	31324849		8 EA GASKETS	\$136.16	

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157878	6/11/2015	9730547966	GRAINGER INC	ASTD PARTS & MATERIALS	\$74.92	\$2,204.51
	6/11/2015	9729337197		ASTD PARTS & MATERIALS	\$407.83	
	6/11/2015	9730586477		2 EA BOLTLESS SHELVING UNITS	\$1,386.60	
	6/11/2015	9732732806		1 EA JOBBER DRILL SET	\$275.97	
	6/11/2015	9729940792		ASTD SAFETY SUPPLIES/PPE	\$57.68	
	6/11/2015	9732536934		1 EA FUNNEL	\$1.51	
157826	6/4/2015	2015037	HUNTINGTON BUSINESS SYSTEMS	HBS ANNUAL LICENSE AND MAINTENANCE	\$2,000.00	\$2,000.00
157822	6/4/2015	9727761497	GRAINGER INC	1 EA CHECK VALVE	\$16.23	\$1,959.21
	6/4/2015	9721997543		1 EA SHROUD	\$310.41	
	6/4/2015	9727761489		1 EA AXIAL FAN	\$39.55	
	6/4/2015	9724221057		2 EA FLOWMETERS	\$231.50	
	6/4/2015	9724931192		1 EA THERMOSTAT	\$99.30	
	6/4/2015	9723545068		36 PRS COATED GLOVES	\$118.80	
	6/4/2015	9722984623		1 EA LIQUID TIGHT CONNECTOR	\$7.16	
	6/4/2015	9722984631		ASTD PARTS & MATERIALS	\$816.65	
	6/4/2015	9726701213		1 EA MOTOR	\$319.61	
157904	6/11/2015	211444		RF MACDONALD CO	1 PULSAFEEDER ECO GEARCHEM PUMP	
157848	6/4/2015	120379	SHAPE INCORPORATED	3 LIFTING BAILS	\$1,840.92	\$1,840.92
157838	6/4/2015	621072	ONE WORKPLACE L. FERRARI LLC	1 EA WORK STATION - OFFICE CUBICLE	\$1,788.05	\$1,788.05

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157903	6/11/2015	916002420349	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - MAY 2015	\$1,730.15	\$1,730.15
157884	6/11/2015	75087	HI TECH PRESSURE WASHERS	SERVICE FOR PARTS WASHERS	\$1,707.50	\$1,707.50
157864	6/11/2015	20150604	IRMA REGINA BASTIAN	COMPUTER NOTE	\$1,652.99	\$1,652.99
157860	6/11/2015	63759	3T EQUIPMENT COMPANY INC	6 LEADERHOSE 1" X 20'	\$1,607.03	\$1,607.03
157847	6/4/2015	1651862002	SAN LEANDRO ELECTRIC SUPPLY	40 SPRING NUTS 3/8 INCH SS	\$247.65	\$1,505.07
	6/4/2015	1651862001		ASTD PARTS & MATERIALS	\$726.37	
	6/4/2015	1651862003		10 CORD GRIP 3/4 NPT	\$68.56	
	6/4/2015	1651862005		ASTD PARTS & MATERIALS	\$20.22	
	6/4/2015	1651862004		ASTD PARTS & MATERIALS	\$442.27	
157805	6/4/2015	255757	CURTIS & TOMPKINS LTD	14 LAB SAMPLE ANALYSIS	\$1,470.00	\$1,470.00
157879	6/11/2015	12	GRILLAXIN BBQ SERVICE	BBQ SERVICES & FOOD FOR DISTRICT OPEN	\$1,401.15	\$1,401.15
157913	6/11/2015	3267811362	STAPLES CONTRACT & COMMERCIAL	ASTD JANITORIAL & BREAKROOM SUPPLIES - INVENTORY	\$625.90	\$1,358.82
	6/11/2015	3267811349		ASTD JANITORIAL & BREAKROOM SUPPLIES - INVENTORY	\$732.92	
157796	6/4/2015	6448728204	AT&T	SERV: 05/10/15 - 06/09/15	\$1,178.56	\$1,178.56
157863	6/11/2015	510424	A-PRO PEST CONTROL INC	PEST CONTROL - SQUIRREL SERVICE	\$125.00	\$1,130.00
	6/11/2015	509624		MAY PEST CONTROL	\$1,005.00	
157849	6/4/2015	8122768052115	SIERRA SPRING WATER COMPANY	BOTTLESS COOLERS RENTAL	\$239.00	\$1,114.09
	6/4/2015	4868173052115		WATER SERVICE 04/24/15 - 05/21/15	\$875.09	
157800	6/4/2015	15700	BAY COUNTIES DIESEL SERVICE	DIAGNOSE AND REPAIR TRUCK T3292	\$1,064.88	\$1,064.88

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157816	6/4/2015	20150528	ROSLYN FULLER	TRAVEL REIMB: LODGING/PARKING/MEALS/MILEAGE	\$960.82	\$960.82
157852	6/4/2015	180531315	TRENCH PLATE RENTAL COMPANY	10 DAYS HD QUIK-SHOR RENTAL & 11 DAYS TRENCH PLATE RENT	\$731.80	\$910.60
	6/4/2015	180526215		7 DAYS HD QUIK-SHOR RENTAL	\$178.80	
157792	6/4/2015	32070	ABACUS PRODUCTS INC	97 T-SHIRTS DISTRICT OPEN HOUSE	\$903.08	\$903.08
157894	6/11/2015	20150529	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - MAY 2015	\$831.22	\$831.22
157868	6/11/2015	327681	CALTROL INC	2 HIGH PRESSSURE GAUGES	\$818.86	\$818.86
157887	6/11/2015	1017852	INDUSTRIAL SAFETY SUPPLY	CAL GAS FOR ELECTRICIANS	\$817.00	\$817.00
157798	6/4/2015	6594035	AT&T	SERV: 04/13/15 - 05/12/15	\$40.65	\$814.13
	6/4/2015	6580769		SERV: 04/13/15 - 05/12/15	\$636.85	
	6/4/2015	6593906		SERV: 04/13/15 - 05/12/15	\$40.50	
	6/4/2015	6589940		SERV: 04/13/15 - 05/12/15	\$96.13	
157922	6/11/2015	20150611	SHARON WEST	EXP REIMB: APA YEAR END REGISTRATION FEE	\$396.00	\$781.00
	6/11/2015	20150610		EXP REIMB: AIRFARE - OPTIMUM CONFERENCE	\$385.00	
157883	6/11/2015	1568244	HANSON AGGREGATES INC	10.23 TONS 1/2 MED TYPE A AC-R	\$769.94	\$769.94
157862	6/11/2015	7029	AMERICAN DISCOUNT SECURITY	MAY SECURITY GUARD SERVICES	\$759.00	\$759.00
157851	6/4/2015	14117	TRC ENERGY SERVICES INC	PLANT-WIDE LIGHTING STUDY	\$708.54	\$708.54
157812	6/4/2015	8581	EAST BAY MUNI UTILITY DISTRICT	11 LAB SAMPLE ANALYSIS	\$694.60	\$694.60
157797	6/4/2015	87896581205252015	AT&T	SERV: 04/18/15 - 05/17/15	\$677.25	\$677.25
157920	6/11/2015	9745998411	VERIZON WIRELESS	WIRELESS SERV 04/21/15-05/20/15	\$616.18	\$616.18

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157907	6/11/2015	7573226600	RS HUGHES CO INC	ASTD PPE & SAFETY SUPPLIES	\$592.71	\$592.71
157886	6/11/2015	944705282015	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - MAY 2015	\$591.98	\$591.98
157872	6/11/2015	20150604	KATHRYN DESTAFNEY	EXP REIMB: BS WORK GROUP RECOGNITION	\$563.56	\$563.56
157835	6/4/2015	30789772	MCMASTER SUPPLY INC	10 PKS PLASTIC ENGRAVING PLATE	\$82.44	\$542.37
	6/4/2015	30905445		ASTD PARTS & MATERIALS	\$176.40	
	6/4/2015	30924179		100 EA STAINLESS STEEL STUD ANCHORS	\$283.53	
157833	6/4/2015	20150602.1	CONGNA LI	EXP REIMB: CA SEISMIC ANALYSIS & DESIGN WEBINAR	\$500.00	\$532.94
	6/4/2015	20150602.2		EXP REIMB: MILEAGE TO CCCSD - BIOSOLIDS CONF	\$32.94	
157841	6/4/2015	7815	MARK PEPER	REFUND # 18143	\$500.00	\$500.00
157844	6/4/2015	7880	RESTORATION MANAGEMENT COMPANY	REFUND # 18133	\$500.00	\$500.00
157900	6/11/2015	7876	PLUMBING CONNECTION	REFUND # 18158	\$500.00	\$500.00
157914	6/11/2015	7901	STREAMLINE PLUMBING & DRAIN	REFUND # 18155	\$500.00	\$500.00
157877	6/11/2015	78028	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$192.47	\$482.48
	6/11/2015	78026		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$147.77	
	6/11/2015	78042		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$142.24	
157893	6/11/2015	737597	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - JUNE 2015	\$469.70	\$469.70

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157817	6/4/2015	1083691651.2	G&K SERVICES CO	ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$35.08	\$458.28
	6/4/2015	1083691653		UNIFORM LAUNDERING SERVICE	\$90.49	
	6/4/2015	1083691655		UNIFORM LAUNDERING SERVICE	\$17.84	
	6/4/2015	1083691652		UNIFORM LAUNDERING SERVICE	\$100.87	
	6/4/2015	1083691651.1		UNIFORM LAUNDERING SERVICE	\$116.22	
	6/4/2015	1083691654		UNIFORM LAUNDERING SERVICE	\$30.10	
	6/4/2015	1083691656		UNIFORM LAUNDERING SERVICE	\$56.48	
	6/4/2015	1083691657		UNIFORM LAUNDERING SERVICE	\$11.20	
157801	6/4/2015	10734390	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$184.79	\$421.67
	6/4/2015	10729470		ASTD OFFICE SUPPLIES	\$69.23	
	6/4/2015	10736670		ASTD OFFICE SUPPLIES	\$25.99	
	6/4/2015	10730560		1 TONER	\$131.99	
	6/4/2015	10738130		ASTD OFFICE SUPPLIES	\$9.67	
157898	6/11/2015	197766501	PAPE MATERIAL HANDLING	1 WEEK HY H50FT I/C LIFT TRUCK RENTAL	\$421.30	\$421.30
157856	6/4/2015	31355	VALLEY WINDOW CLEANING	EXTERIOR MAIN LOBBY WINDOWS CLEANED	\$415.00	\$415.00
157885	6/11/2015	601614047	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$407.93	\$407.93
157902	6/11/2015	8200000008400	RED WING SHOE STORE	SAFETY SHOES - LOPEZ, M & MARTIN, S	\$405.09	\$405.09
157821	6/4/2015	1841071151	GOODYEAR COMM TIRE & SERV CTRS	1 EA TRUCK TIRE	\$383.74	\$383.74
157815	6/4/2015	101665	EUROFINS AIR TOXICS INC	5 LAB SAMPLE ANALYSIS SUPPLIES	\$350.00	\$350.00

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157915	6/11/2015	20150611	SWRCB - CERTIFICATIONS	GRADE V OP CERT - COSTELLO	\$340.00	\$340.00
157895	6/11/2015	467298900	NEW PIG CORPORATION	4 EA ABSORBENT MATERIAL	\$320.10	\$320.10
157924	6/11/2015	20150609	WILSON WONG	EXP REIMB: PARKING/MEALS/MILEAGE RSTECH SAN DIEGO	\$314.24	\$314.24
157855	6/4/2015	30065	VALLEY OIL COMPANY	44 TUBES ASTD GREASE	\$303.38	\$303.38
157836	6/4/2015	24844323	MOTION INDUSTRIES INC	10 EA GASKETS	\$46.19	\$299.10
	6/4/2015	24844237		2 EA HYD FILTERS	\$110.20	
	6/4/2015	24844754		ASTD BEARINGS & SEALS	\$142.71	
157818	6/4/2015	515006	GENERAL FITNESS DISTRIBUTION	PREVENTATIVE MAINTENANCE - GYM EQUIPMENT	\$275.00	\$275.00
157828	6/4/2015	79763080	KANO LABORATORIES INC	1 CS AEROKROIL	\$264.07	\$264.07
157806	6/4/2015	201505.10	DALE HARDWARE INC	05/15 - ASTD PARTS & MATERIALS	\$262.61	\$262.61
157853	6/4/2015	20150511	CITY OF UNION CITY	5 HRS OF MINI BUS WITH DRIVER	\$250.00	\$250.00
157889	6/11/2015	10948068	KRONOS INC	TRAIN THE TRAINER FOR MGR & EMP TIMECARD PROCESSING	\$247.50	\$247.50
157908	6/11/2015	2599727003	S & S SUPPLIES & SOLUTIONS	ASTD SAFETY SUPPLIES	\$78.72	\$235.71
	6/11/2015	2599727005		10 CPR KIT WITH CPR PROTECTOR & GLOVES	\$66.00	
	6/11/2015	2599727004		ASTD SAFETY SUPPLIES	\$90.99	
157921	6/11/2015	8041357577	VWR INTERNATIONAL LLC	1 PK TUBE HYDROGEN SULFIDE DET	\$69.23	\$214.33
	6/11/2015	8041357576		1 DIPHENYLCARBAZONE-BROMO/BL 4OZ	\$22.08	
	6/11/2015	8041327956		4 BUFFER PH 6.86 1GAL	\$123.02	
157874	6/11/2015	50538	ENVIRONMENTAL LOGISTICS INC	HAZARDOUS MATERIAL DISPOSAL	\$212.75	\$212.75

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157867	6/11/2015	10747101	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$28.71	\$204.06
	6/11/2015	10747100		ASTD OFFICE SUPPLIES	\$47.71	
	6/11/2015	10741430		ASTD OFFICE SUPPLIES	\$25.29	
	6/11/2015	10747102		ASTD OFFICE SUPPLIES	\$14.36	
	6/11/2015	10739650		ASTD OFFICE SUPPLIES	\$87.99	
157850	6/4/2015	4616	SKIL-PAINTING INC	SANDBLAST LARGE CAST IRON IMPELLER	\$200.00	\$200.00
157819	6/4/2015	20150601	MICHAEL GILL	EXP REIMB: SOFTWARE UPDATE	\$199.00	\$199.00
157793	6/4/2015	9039174874	AIRGAS NCN	ASTD PARTS & MATERIALS	\$142.42	\$198.10
	6/4/2015	9039366414		ASTD PARTS & MATERIALS	\$55.68	
157810	6/4/2015	561841	DIAMOND DIESEL SERVICE, INC.	ASTD IPS GEN PARTS FOR STOCK	\$187.55	\$187.55
157865	6/11/2015	17898000	BECK'S SHOES	SAFETY SHOES: R. PIPKIN	\$185.00	\$185.00
157846	6/4/2015	85340220150522	SAN FRANCISCO WATER DEPT	SERVICE 04/22/15 TO 05/20/15	\$141.98	\$141.98
157912	6/11/2015	20150610.1	JENNIFER SIO-KWOK	EXP REIMB: LUNCH RECEPTIONIST QAI PANEL	\$51.25	\$133.20
	6/11/2015	20150610.2		EXP REIMB: LUNCH HR ADMIN RECRUITMENT PANEL	\$81.95	
157891	6/11/2015	20150609	MAINTENANCE SUPERINTENDENTS	MEMBERSHIP RENEWAL: NESGIS & CZAPKAY	\$130.00	\$130.00
157820	6/4/2015	1244513107	GLACIER ICE COMPANY INC	90 EA 7-LB BAGS OF ICE	\$125.10	\$125.10
157909	6/11/2015	20150609	ELOY SEPULVEDA	EXP REIMB: MILEAGE TRAINING SACRAMENTO	\$120.49	\$120.49
157910	6/11/2015	865696541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.88	\$115.88

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
157857	6/4/2015	20150604.1	AUDREY VILLANUEVA	EXP REIMB: BACWA PRETREAT MEETING REFRESHMENTS	\$64.15	\$115.43
	6/4/2015	20150604.2		EXP REIMB: CERTS OF MERIT CEREMONY FOOD & SUPPLIES	\$51.28	
157825	6/4/2015	522914	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$103.38	\$103.38
157899	6/11/2015	20150609	RIC PIPKIN	EXP REIMB: OPEN HOUSE RECOGNITION	\$100.00	\$100.00
157843	6/4/2015	73156	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JUNE 2015	\$97.90	\$97.90
157896	6/11/2015	1500352	NEWARK UNIFIED SCHOOL DISTRICT	ROOM RENTAL - GRAHAM ELEMENTARY	\$82.54	\$82.54
157873	6/11/2015	481704	DOWNEY BRAND LLP	LEGAL SERVICES APRIL 2015	\$72.00	\$72.00
157823	6/4/2015	1089035	GROENIGER AND COMPANY	1 EA 4 DI 125# C110 FLG 90 BEND	\$67.58	\$67.58
157837	6/4/2015	20150521.2	STEVEN NOVAK	EXP REIMB: MEALS FOR CWEA CONFERENCE	\$59.95	\$59.95
157876	6/11/2015	116520307	FREMONT URGENT CARE CENTER	1 DOT PHYSICAL	\$54.00	\$54.00
157811	6/4/2015	615320150518	DISH NETWORK	JUN 2015 - SERVICE FEE	\$50.90	\$50.90
157890	6/11/2015	1387100	LAMOTTE CHEMICAL	12 EA TEST TUBES	\$43.87	\$43.87
157882	6/11/2015	258116	HANIGAN COMPANY INC	1 LOT BUSINESS CARDS - NAJERA	\$37.36	\$37.36
157925	6/11/2015	79575196	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$31.32	\$31.32
157840	6/4/2015	224720150526	PACIFIC GAS AND ELECTRIC	SERV TO 05/25/15 CS TRAINING TRAILER	\$25.63	\$25.63
157824	6/4/2015	313887	HARRINGTON INDUSTRIAL PLASTICS	1 EA FLANGE	\$24.90	\$24.90

**UNION SANITARY DISTRICT
CHECK REGISTER
5/30/2015-6/12/2015**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt	
Invoices:				Checks:			
		Credit Memos :	0				
		\$0 - \$1,000 :	154	43,588.27	\$0 - \$1,000 :	73	26,546.88
		\$1,000 - \$10,000 :	62	220,615.59	\$1,000 - \$10,000 :	49	186,911.06
		\$10,000 - \$100,000 :	9	180,779.39	\$10,000 - \$100,000 :	11	231,525.31
		Over \$100,000 :	1	636,246.35	Over \$100,000 :	1	636,246.35
		Total:	226	1,081,229.60	Total:	134	1,081,229.60



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer

SUBJECT: Agenda Item No. 15b - Meeting of June 22, 2015
Discuss, Consider, and Provide Direction Regarding Options for Boardmember Internal Committee Assignments

Recommendation

Provide direction as necessary regarding options for Boardmember internal committee assignments.

Background

Board Policy No. 3070.2 states that annually, following the election of Board officers, Directors are responsible for letting the President know their interest in serving on the following internal committees: Budget & Finance, Construction, Legal/Community Affairs, Legislative, Personnel, and Audit. In the past, this has been accomplished at the first meeting in July either verbally or by staff providing a printed list of the six internal committees for Directors to rank their level of interest in serving on each. The committee preference ranking sheets are submitted to the Assistant to the General Manager. The Assistant to the General Manager would then forward said preferences to the Board President who would appoint representatives and alternates. The President would forward the appointments to the Assistant to the General Manager to include in the packet for the second meeting in July. This current process leaves very little time for the new Board President to consider the requests, make the appointments, and memorialize that process in a staff report for the second meeting in July.

If preferences were stated sooner, the Board President and staff would be afforded more time to complete the process and avoid scheduling conflicts.

Some options to consider:

- Continue past practice and have Boardmembers provide their written requests at the first meeting in July
- Boardmembers provide their written requests in June for consideration of the new Board President in July
- Boardmembers Verbally express preferences in open session at the first meeting in July

The short turnaround provides little time for the President to designate the necessary appointments, and leaves District staff little time to work with Boardmembers to determine mutually agreed upon days and times for committee meetings.

Currently, the representatives and alternates for internal committees are as follows:

<u>Committee</u>	<u>Representatives</u>	<u>Alternate</u>
Audit	Tom Handley Manny Fernandez	Jennifer Toy
Budget & Finance	Tom Handley Anjali Lathi	Pat Kite
Construction	Pat Kite Jennifer Toy	Manny Fernandez
Legal/Community Affairs	Tom Handley Pat Kite	Anjali Lathi
Legislative	Jennifer Toy Manny Fernandez	Tom Handley
Personnel	Manny Fernandez Anjali Lathi	Jennifer Toy

Please note, as of right now the intent is to modify Board Policy No. 3070.2 this fall. Please let us know if you have any proposed changes or comments by August 7, 2015.

Attachment: Board Policy 3070.2
Boardmember Internal Committee Assignments 1992-Present

Effective: 10/14/13	Boardmember Officers and Committee Membership	Policy Number 3070.2 Page 1 of 3
------------------------	--	--

Policy

Selection of Board Officers will be held annually at the first regular meeting in the month of July. No later than the second regular meeting in July of each year, Committee memberships will be established.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary. Term of office shall be for one year.
2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District
 - g. representing the Board of Directors on issues or at events as designated by the full board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall serve as the Board President.

3. Annually, at the first regular meeting in July, nominations will be made for each officer, and secret ballots shall be cast for each office separately, with the vote of the majority of Directors of the Board required for election. In the event no nominee receives a majority vote in the first ballot, the nominee having the least votes shall be dropped from the ballot and additional ballots successively cast, as necessary, to produce a majority vote. The Board may choose to waive the requirement for secret ballot and conduct election by voice vote.

Board Committee Memberships—Internal Standing and Ad Hoc Committees

1. Annually, following the election of Board officers, Directors are responsible for letting the President know their interest in serving on internal standing and ad hoc committees (listed under Nos. 3 and 4).
2. The President will appoint Directors to the internal standing and ad hoc committees. Notice of internal committee membership appointments will be contained in an information item to the Board at the second regular meeting in July.
3. Internal standing committees are: Budget and Finance; Construction; Legal/Community Affairs; Legislative; Personnel, and Audit Committee.
4. Ad Hoc committees are called as needed.

Representatives — Board External Commissions/Committees

1. The Board of Directors will elect the representatives for the External Committees no later than the first meeting of the Board of Directors in June, so that the representatives may be seated for the first meeting of the new fiscal year. Secret ballots shall be cast for representatives and alternates to external commissions and committees (listed under No. 2 below).
2. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; and the Alameda County Chapter of the California Special Districts Association.
3. Directors interested in external representative or alternate to commissions/committees are to make their wishes known. Following which, secret ballots shall be cast separately, with each Boardmember voting for the representative to each group listed above under No. 2. The Director receiving the highest number of votes will be the representative. If there is not a clear majority, the nominee having the least number of votes shall be dropped from the ballot, and additional ballots successively cast, as necessary, to produce a majority vote. This process will then be repeated for the alternate representative. The Board may choose to waive the requirement for secret ballot and conduct the selection by voice vote.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election of External Committee representatives by early June, and the election of Board Officers at the first regular meeting in July. The GM will provide a list of current committee memberships to the new President and blank ballot forms for election use as needed. The General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments at the second regular meeting in July.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010

Approved by: Board of Directors October 14, 2013
Reviewers: General Manager, Board of Directors, District's attorney
Notify Person: General Manager
Review frequency: Every 3 years
Next Review: October 2016

Union Sanitary District

BOARDMEMBER INTERNAL COMMITTEE ASSIGNMENTS 1992 - Present

Date	Budget & Finance	Construction	Legal/Community Affairs	Legislative	Personnel	Audit Committee
7/14-7/15	Anjali Lathi Tom Handley	Pat Kite Jennifer Toy	Pat Kite Tom Handley	Manny Fernandez Jennifer Toy	Manny Fernandez Anjali Lathi	Manny Fernandez Tom Handley
7/13-7/14	Jennifer Toy Pat Kite	Tom Handley Manny Fernandez	Anjali Lathi Tom Handley	Pat Kite Anjali Lathi	Jennifer Toy Manny Fernandez	Jennifer Toy Tom Handley
7/12-7/13	Anjali Lathi Jennifer Toy	Manny Fernandez Tom Handley	Anjali Lathi Pat Kite	Pat Kite Tom Handley	Jennifer Toy Manny Fernandez	Jennifer Toy Tom Handley
7/11-7/12	Anjali Lathi Jennifer Toy	Manny Fernandez Tom Handley	Anjali Lathi Pat Kite	Pat Kite Tom Handley	Jennifer Toy Manny Fernandez	Jennifer Toy Tom Handley
7/10-7/11	Tom Handley Anjali Lathi	Pat Gacoscos* Manny Fernandez Jennifer Toy	Pat Kite Tom Handley	Pat Kite Anjali Lathi	Pat Gacoscos* Manny Fernandez Jennifer Toy	Pat Gacoscos* Jennifer Toy
7/09-7/10	Pat Gacoscos Anjali Lathi	Tom Handley Jennifer Toy	Pat Kite Tom Handley	Pat Kite Anjali Lathi	Pat Gacoscos Jennifer Toy	Pat Kite Jennifer Toy
7/08-7/09	Jennifer Toy Anjali Lathi	Pat Kite Tom Handley	Pat Gacoscos Anjali Lathi	Pat Kite Tom Handley	Pat Gacoscos Jennifer Toy	
7/07-7/08	Jennifer Toy Anjali Lathi	Pat Kite Jennifer Toy	Tom Handley Anjali Lathi	Pat Kite Pat Gacoscos	Pat Gacoscos Tom Handley	
7/06-7/07	Jennifer Toy Anjali Lathi	Pat Kite Dan Wilkowsky	Anjali Lathi Pat Gacoscos	Pat Kite Pat Gacoscos	Jennifer Toy Dan Wilkowsky	
7/05-7/06	Pat Kite Anjali Lathi	Jennifer Toy Dan Wilkowsky	Pat Kite Jennifer Toy	Pat Gacoscos Anjali Lathi	Pat Gacoscos Dan Wilkowsky	
7/04-7/05	Pat Kite Jennifer Toy	Anjali Lathi Dan Wilkowsky	Pat Kite Anjali Lathi	Pat Gacoscos Jennifer Toy	Pat Gacoscos Dan Wilkowsky	
7/03-7/04	Jennifer Toy Dan Wilkowsky	Pat Kite Ken Smith	Anjali Lathi Ken Smith	Anjali Lathi Dan Wilkowsky	Pat Kite Jennifer Toy	
8/02-7/03	Jennifer Toy Ken Smith	Pat Kite Dan Wilkowsky	Jennifer Toy Pat Kite	Ken Smith Anjali Lathi	Dan Wilkowsky Anjali Lathi	

Date	Budget & Finance	Construction	Legal/Community Affairs	Legislative	Personnel	Water Reclamation
4/02-7/02	Pat Kite Ken Smith	Tom Handley Dan Wilkowsky	Tom Handley Jennifer Toy	Pat Kite Ken Smith	Jennifer Toy Dan Wilkowsky	Same as L/CA
7/01-4/02	Pat Kite Lindsay Roberts	Tom Handley Dan Wilkowsky	Tom Handley Jennifer Toy	Pat Kite Lindsay Roberts	Jennifer Toy Dan Wilkowsky	Same as L/CA
7/00-7/01	Pat Kite Lindsay Roberts	Jennifer Toy Dan Wilkowsky	Pat Kite Tom Handley	Lindsay Roberts Jennifer Toy	Tom Handley Dan Wilkowsky	Same as L/CA
7/99-7/00	Lindsay Roberts Jennifer Toy	Lindsay Roberts Dan Wilkowsky	Pat Kite Tom Handley	Pat Kite Jennifer Toy	Tom Handley Dan Wilkowsky	L. Roberts Dan Wilkowsky
7/98-7/99	Lindsay Roberts Jennifer Toy	Tom Handley Dan Wilkowsky	Pat Kite Tom Handley	Pat Kite Lindsay Roberts	Jennifer Toy Dan Wilkowsky	Jennifer Toy Dan Wilkowsky
7/97-7/98	Lindsay Roberts Tom Handley	Lindsay Roberts Dan Wilkowsky	Pat Kite Rudy Reyna	Pat Kite Tom Handley	Rudy Reyna Dan Wilkowsky	Tom Handley Rudy Reyna
7/96-7/97	Lindsay Roberts Tom Handley	Pat Kite Tom Handley	Lindsay Roberts Rudy Reyna	Pat Kite Dan Wilkowsky	Rudy Reyna Dan Wilkowsky	Tom Handley Rudy Reyna
7/95-7/96	Pat Kite Rudy Reyna	Tom Handley Dan Wilkowsky	Pat Kite Lindsay Roberts	Lindsay Roberts Tom Handley	Rudy Reyna Dan Wilkowsky	Tom Handley Rudy Reyna
7/94-7/95	Pat Kite Lindsay Roberts	Liz Figueroa Dan Wilkowsky	Pat Kite Lindsay Roberts	N/A	Rudy Reyna Dan Wilkowsky	N/A
7/93-7/94	Pat Kite Lindsay Roberts	Liz Figueroa Dan Wilkowsky	Pat Kite Lindsay Roberts	N/A	Rudy Reyna Dan Wilkowsky	N/A
7/92-7/93	Pat Kite Lindsay Roberts	Liz Figueroa Dan Wilkowsky	Pat Kite Lindsay Roberts	N/A	Rudy Reyna Dan Wilkowsky	N/A



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer

SUBJECT: Agenda Item No. 15c - Meeting of June 22, 2015
Debriefing of the Open House Held May 9, 2015

Recommendation

Information only.

Background

The decision to hold an Open House was an outcome of Strategic Planning sessions done in previous years. The District's Strategic Goals include public outreach and raising the District's profile in the community. An Open House Planning Committee worked on event logistics, such as development of large equipment and display booths, planning for tours, and public notification. The Committee met bi-weekly for approximately two months leading up to the event. Teams were encouraged to develop educational and interactive activities to engage visitors. Team members were responsible for planning their display area, presentations, posters, and other informational materials. All 14 teams were represented at the event.

Outcome

The District was pleasantly surprised at the level of interest demonstrated by the high number of attendees, the District's count was 1,124. This being the District's first Open House, there were many valuable takeaways. Customers were overwhelmingly interested in Plant tours. While the concept of using a bus to transport tour participants to the beginning of the tour was helpful, we would plan for more buses and tour staff to accommodate a higher number of visitors. Enabling interested parties to sign-up for tour times prior to the event would be

beneficial to staff as an indicator of potential attendance levels. The District would also be able to inform guests before the event that a limited number of tours would be available.

During the event, 265 people indicated they would be interested in participating in a Plant tour, including several requests for group tours. Staff will be meeting to discuss how best to accommodate tour requests. Interested parties will be contacted over the next several weeks to schedule tours.

Overall, the most significant lesson learned would be to better prepare to accommodate large crowds. The layout for displays should be altered to provide more space to spread out the crowd and provide more defined walkways. There should be better signage, particularly for the welcome table as many visitors did not realize they had bypassed the starting point and did not receive display maps and other helpful information.

Additional internal observations to be considered in preparation for future events include:

- Staffing the front desk to answer calls to the District’s main line was helpful as people called for directions and to inquire about Open House hours of operation
- Planning for breaks – we were victims of our own success, and many staff members were unable to take breaks due to the high level of interest in their displays
- Supplies for the event should not be stored in the Boardroom as the crowds made it difficult to access supplies
- Provide more monitors for the GIS demonstration to allow greater participation
- Need a dedicated trash person
- Need better signage for the lobby restrooms
- Radios were hard to hear in the middle of the crowd – need radio training for those who are unfamiliar
- Need printed schedule of shifts for the Welcome Table – staff need to know who will replace them

Though the majority of District staff worked the event, more assistance was needed. Ideally, staff should begin preparing for such an event a year in advance in order to plan and provide necessary day-of-event coverage. Deciding upon the event date, and communicating the date to staff, a year in advance would enable a greater number of employees to be available.

Below is a summary of the total costs of the event broken down between direct expenses and labor costs:

Miscellaneous Expenses (includes food, banners, posters, bus, and driver rental fees)	\$8,492.93
Advertising Expenses (Argus and Tri-City Voice)	\$5,950
Preparation for the Event (labor)	\$13,863
Labor on day of Event	\$23,969
Total	\$72,637.93

In addition to paid advertising, the District promoted the event through outreach to a variety of outlets, including but not limited to:

- Police Departments – Fremont, Newark, and Union City
- City Staff – Fremont, Newark, and Union City
- Fire Departments – Alameda County and Fremont Fire
- Fremont Unified School District – outreach to teachers and parents
- New Haven Unified School District – outreach to teachers and parents
- Union City Chamber
- Fremont Chamber
- Newark Chamber
- Union City Lions Club
- NIXLE Accounts – Fremont, Newark, and Union City
- Union City Patch digital news
- Public Service Announcement broadcast on KOHL radio
- Neighboring Agencies:
 - ACWD
 - Oro Loma Sanitary District
 - City of Hayward
 - Castro Valley Sanitary District
- Industry Associations:
 - CSDA
 - CWEA
 - NACWA
 - BACWWE
- Local Colleges and Training Programs:
 - California State University East Bay
 - Ohlone Community College
 - Laney Community College
 - Solano Community College
- Press Releases printed:
 - Tri-City Voice (Twice)
 - Argus
 - Fremont Bulletin

Staff believe the high turnout can be attributed to our visitors hearing about the event through multiple sources, and would advertise future events in a similar fashion. Despite the multiple layers of notification, there were no media present at the event. Staff would need to explore alternate avenues to invite a media presence.

As mentioned previously, over 1,100 visitors attended the event. Numerous attendees complimented District staff for their friendliness and in depth knowledge of the District and the facilities. Many visitors were impressed with the cleanliness and maintenance levels of the plant, large equipment and vehicles. Team displays were educational and engaging for patrons

of all ages. Staff members received positive feedback, particularly from families with young children.

In consideration of the time and effort necessary to plan for such an event, staff recommends that the District wait to hold another Open House until our centennial celebration in 2018.

Hayward proposes 15 percent hike in water rates

June 2, 2015 *Argus*

By Rebecca Parr rparr@bayareanewsgroup.com

HAYWARD -- Single-family home water rates would go up 15 percent in October under a proposal that will go before the City Council on Tuesday. The increase is needed in large part because of a pending 28 percent hike in what the San Francisco Public Utilities Commission charges the city, according to a staff report.

"Hayward buys all of its water from San Francisco PUC," said Alex Ameri, the city's utility director. The council will not vote on the increase at Tuesday's work session. The rates would go up an additional 9 percent in October 2016. Residential customers who use 200 gallons a day would be charged \$55 a month in October and \$59.76 in 2016, compared with the current \$47.80. The increase covers both water usage and fixed costs, such as reading meters. Businesses would have an average 12 percent water bill increase the first year and 9 percent the next.

The staff also is proposing other water-related fee increases. The monthly residential sewer service fee would go up 3 percent for the next two years, from \$28.09 a month to \$28.93 in October and \$29.80 the following October. Business increases would range from zero percent to 6 percent.

The city is adjusting its water connection charges as new homes are beginning to require larger meters to accommodate more fixtures. Currently, all residential meter sizes are charged the same connection fee, \$8,106.

In the past, most homes required a five-eighths-inch meter. But now, it is more common for new homes to need more expensive three-quarter-inch meters and in some cases, one-inch. For a five-eighths-inch meter, the water connection fee would decrease to \$6,484, and go up to \$9,730 for a three-quarter-inch meter. By comparison, East Bay Municipal Utility District charges \$27,830 for a three-quarter-inch, according to the staff report.

San Francisco had predicted it would charge its wholesale customers 17 percent more beginning in July. Much of that fee hike would go to help pay for \$4.8 billion in upgrades being made to the Hetch Hetchy Water System. But because its customers decreased water use significantly, San Francisco recalculated that increase to 28 percent.

Unlike Hayward, some other cities and water districts have multiple water sources, including wells and the state, which is less expensive than San Francisco, Ameri said. But many businesses have located in Hayward because of its water quality, he said. "The quality of our water is exceptional, but there is a price we have to pay to San Francisco PUC," he said.

There is some good news for the city, however. Because Hayward has one of the lowest per capita water usage rates in California, it is not being required to cut back as much as some other cities during the drought.

Gov. Jerry Brown has ordered a statewide 25 percent reduction in water use compared with 2013. However, Hayward was given the lowest cutback target, 8 percent. It is one of 15 agencies statewide with the lowest cutback. Cities with the highest usage, such as Beverly Hills and Bakersfield, are required to reduce usage by 36 percent. Hayward customers are using 7.8 percent less water than during the same period last year and 7.1 percent less than in 2013. Customers also cut back significantly in previous years, according to the staff report.

In recent years, Hayward average annual single-family water use has dropped from about 225 gallons a day to 200 gallons. "While rates are going up, consumption is going down, so the overall impact for most people will be less than 15 percent," Ameri said.

The city will next send notices of the proposed rate increases to its customers. They will have 45 days to protest.

The council will hold a public hearing and vote on the rate increases July 21. If adopted, the increases would begin Oct. 1 of this year and again in October 2016.

Contact Rebecca Parr at 510-293-2473 or follow her at [Twitter.com/rdparr1](https://twitter.com/rdparr1).

Hayward City Council

The council will hold a work session on the proposed water rate increases.

When: 7 p.m. Tuesday, June 9, 2015

Where: Council chamber, Hayward City Hall, 777 B St.

Concord residential sewer rates going up \$190 over four years

By Lisa P. White lwhite@bayareanewsgroup.com

Updated: 06/03/2015 12:55:00 PM PDT

ContraCostaTimes.com

CONCORD -- The city is raising residential sewer rates by \$190 over four years to upgrade the sewage treatment plant, make repairs to its aging sanitary sewer system and replenish the reserve fund.

The city's current residential service rate of \$402 per year is one of the lowest in Contra Costa County. The City Council on Tuesday approved raising the fee by \$50 in each of the next two fiscal years and \$45 per year in the subsequent two years topping out at \$592 in fiscal year 2018-19. Commercial rates, which are based on the amount of water used, also will increase.

The city contracts with Central Contra Costa Sanitary District to provide wastewater treatment for almost 40,000 customers in Concord and Clayton. The city's sewer system pays a proportional share of the sanitary district's costs based on the volume of waste the plant treats, currently about 32 percent.

This fiscal year, Concord is paying the sanitary district nearly \$19 million -- or 77 percent of the sewer system's total revenue -- to treat wastewater, manage the city's household hazardous waste program and fund capital improvements. The city is tapping sewer system reserve funds to cover the projected \$1.5 million shortfall this year between revenues and expenses.

The city cited higher costs for treating sewage, planned upgrades to the district's facilities to comply with more stringent wastewater treatment regulations, maintenance needs and a nearly empty reserve account as reasons for the increase. The sanitary district board also plans to raise rates for its residential, commercial and industrial customers.

The city received 75 written protests, far short of the majority necessary to scuttle the rate hike.

Guy Golightly, who owns several apartment buildings, blasted the council for approving a 47 percent increase, which he reluctantly plans to pass on to his tenants.

"You guys are going to vote on this, I think it's political suicide on your part," Golightly said.

Matt Welker said the city should have provided more detailed information to customers about the sewer system expenses.

"It feel like it's asking for a lot of money and I don't really see where the money's going," Welker said.

Council members took pains to lay the blame for the rate increases on the sanitary district.

"If they do a major overhaul, then we're locked in; we have nothing to say about it," Councilman Dan Helix said.

Although he supports raising the rates, Mayor Tim Grayson voted no to "send a message" to the district and he questioned whether board members have taken steps to reduce employee medical and retirement benefits costs.

"For an agency to have the ability to just raise rates and not have to be accountable, directly, to the public seems to strain my understanding a little bit," Grayson said.

The city's sewer system dates back to 1905, the year Concord was incorporated, and residents and businesses began transitioning from a septic system. More than one-third of the sanitary sewer system was built before 1960 and is still in use. The current fiscal year budget includes about \$5 million for maintenance and \$750,000 for capital improvement projects, including repairing sewer laterals and replacing downtown sewer mains.

Lisa P. White covers Concord and Pleasant Hill. Contact her at 925-943-8011. Follow her at [Twitter.com/lisa_p_white](https://twitter.com/lisa_p_white).

EPA Probes Fremont Vandalism That Ruined Dam, Allowed Water to Escape

By Ted Goldberg June 3, 2015

Note: This story has been updated to include details of the damage to the Alameda County Water District dam.

The U.S. Environmental Protection Agency has launched an investigation into what authorities believe was an act of vandalism against a dam on Alameda Creek in Fremont.

The incident damaged an inflatable dam, leading to the loss of more than 150 acre-feet of water — about 49 million gallons. That's enough to supply about 500 households for a year, the Alameda County Water District says. The agency serves about 340,000 people in Fremont, Newark and Union City.

The Fremont Police Department says it's investigating the May 21 incident and has increased patrols near the dam. The water district says it has beefed up security around its equipment.

Several large holes were found in the deflated dam, according to Fremont police spokeswoman Geneva Bosques.

"A sharp object — we don't know what specifically — was used to slice or cut the thick rubber, which released the air," she said.

Bosques added that at this point, the investigation has gone "totally stale."

The episode has prompted the EPA to look into whether the federal Safe Drinking Water Act was violated, EPA spokeswoman Suzanne Skadowski said. That law makes it a crime to tamper with a public water system.

Robert Shaver, the water district's general manager, said the agency is also reviewing its security practices. He said security has "worked fine for over 30 years. We've never experienced anything like this before."

While the water loss was substantial, especially with utility agencies throughout California under orders to cut consumption during the drought, the agency has said it will not affect its long-term operations.

Last week, the district's board of directors awarded a \$2.4 million contract to replace the dam. Shaver says the agency hopes to have the new dam in place by this fall.

The inflatable dam is made of rubber and is one of two such dams the district maintains on Alameda Creek. They're raised to impound water, which the district transfers to underground storage. The dams are lowered during storms to allow the creek to flow into San Francisco Bay.

West County Wastewater District OKs up to 11 percent hike in sewer use charge

Updated: 06/04/2015 04:12:57 PM PDT

ContraCostaTimes.com

RICHMOND -- The West County Wastewater District, which long has prided itself on relatively low sewer use charges, brought its rates closer in line with neighboring districts Wednesday to help modernize its aging infrastructure.

By a 4-0 vote, the district board approved a new rate schedule that will raise the sewer use charge as much as 11 percent per year over the next five years. The current rate of \$381 per year for a single-family home could climb to \$639 by 2019.

The new rates are annual caps, as board President Michael Caine and district administrative officials emphasized to a two-dozen strong gallery of residents, many of whom had come to protest the rate increase proposal. While the rate will be the maximum \$422 for a single-family home next fiscal year, the board will revisit the amount each year before passing an operating budget.

The new maximums, for single-family homes, are \$468 in Year 2; \$519 in Year 3; \$576 in Year 4; and \$639 in Year 5.

Officials have said they need the increases primarily to replace about 80 miles of the sewer system's 249 miles of pipeline, some of it dating back to the district's creation 94 years ago, with an average pipe age of 30 to 40 years.

The rate hikes will finance \$95 million worth of upgrades over the five years and serve as the beginning of a 20-year master plan for transforming the entire system that will eventually total \$447 million, officials have said.

Of the 11 percent increase, one percentage point will go toward post-employment medical, dental and vision benefits for retirees.

Some of the additional income from the rate hikes will be used to service debt borrowed from the Clean Water State Revolving Fund to finance improvements. The target loan amount, previously \$75 million, is now \$100 million.

Several residents chastised the board for the latest increases just two years after it passed 7 percent annual rate hikes starting in 2013. The 11 percent amount approved Wednesday is in lieu of the earlier plan.

Board members Audrey Comeaux and Leonard McNeil said that some of the projects in the district's master plan should be reexamined. One, singled out by McNeil, is a future move of administrative offices from Richmond's Hilltop area to the site of the treatment plant, at a cost he pegged at \$20 million.

Board member Alfred Granzella said the district has done a much better job of keeping costs down than other wastewater districts, and that the time has come to address the aging of its infrastructure.

Several residents also asked the board for more transparency and better communication, a complaint officials said they were taking to heart.

The rate increases could have been thwarted if the owners of 50 percent of the district's approximately 27,800 parcels had filed protests, but by the end of Wednesday's public hearing, fewer than 80 protests had been logged.

The West County Wastewater District serves 93,000 residents in San Pablo and portions of Richmond, Pinole and unincorporated El Sobrante, with the population in its service area expected to rise to 113,000 over the master plan term.

AP

California's Drought Spurring Water Recycling at Home

BERKELEY, Calif. — Jun 5, 2015, 9:31 AM ET
By ELLEN KNICKMEYER Associated Press

Showering during California's drought is a guilt-free experience for homeowners Catarina Negrin and Noah Friedman.

The Berkeley couple — she runs a preschool, he's an architect — are early adopters of a home plumbing do-over that's becoming more popular during California's record four-year dry stretch.

California, like many states, long required all water used in homes to be piped out with the sewage, fearing health risks if water recycling is done clumsily.

Since 2010, however, the increasingly dry state has come around, and now even encourages the reuse of so-called gray water, which typically includes the gently-used runoff from bathroom sinks, showers, bathtubs and washing machines.

As mandatory conservation kicked in statewide this month, forcing many of California's 38 million people to face giving up on greenery, these recycling systems have become attractive options in new homes, right along with granite countertops. California Building Industry Association executive Robert Raymer rattles off the drought-conscious top builders that now routinely offer in-home water recycling.

And California's building codes are catching up as well, allowing owners of existing homes to create the simplest systems for the safest gray water without a permit.

So while others think about hauling buckets to catch stray drips from their sinks and tubs, Negrin and Friedman can relax: Each gallon they use in the shower means another for the butterflies that duck and bob over their vegetable garden, for the lemon tree shading the yard, and for two strutting backyard chickens busily investigating it all.

"I love a lush garden, and so it seems like why not, right? I could have a lush garden if it doesn't go into the sewer system," Negrin said. "So, yes, "I'm going to take a shower."

Because pathogens swimming in untreated gray water can transmit disease if humans ingest them, most modern health and building codes have long made recycling it impractical. Many families did it anyway, without official oversight or permits. Greywater Action, a group that promotes household water recycling and trains families and installers on the do's and don'ts, estimates that more than a million Californians had illegal systems before plumbing codes were updated.

But interest in doing it the right way has soared since April 1, when Gov. Jerry Brown ordered a 25-percent cut in water use by cities and towns. Palo Alto gray-water system installer Sassan Golafshan saw his website crash within a day from the surge in traffic.

"There's huge interest," said Laura Allen, a co-founder of Greywater Action. Contractors "told us they're getting so many more calls than before."

Water savings could be significant. A 2009 study by the University of California at Los Angeles found that if everyone in the southern part of the state recycled the water that currently goes down drains from their showers and washing machines, there would be enough to satisfy Southern California's entire outdoor residential water use needs.

At the California Water Resources Board's recycled water unit, chief Randy Barnard is fielding many calls from homeowners desperate to save their beloved lawns and gardens. "If they've got a prize fruit tree they've been babying for years, they don't want to lose that tree," he said.

But for many, he has some bad news to share. Recycling water at home is not as easy as just hooking your shower up to the lawn sprinklers, and recycled water probably won't save the lawn.

"Just like there's no one sure way to fight the drought, there's no one sure way for gray-water treatment," the state gray-water chief said. "Everybody has to look at all the options and figure out what works for them."

Water from toilets is considered "black" water and sent straight to wastewater treatment plants. Many states also bar water from kitchen sinks, since homeowners may have contaminated it by washing raw meat.

In California, homeowners are now allowed to irrigate with untreated water straight from bathroom sinks, washing machines and bathtubs, as long as — among other requirements — the water lines run beneath soil or mulch, so as not to come in contact with people. That rules out using untreated gray water on lawns, which typically need above-ground spray heads or sprinklers.

Gray water can even go to vegetable gardens like Negrin's and Friedman's, as long as it doesn't touch root vegetables or any other plant part that's eaten. Tomatoes are fine, but forget about carrots.

The latest plumbing-code changes have enabled families to install these straightforward laundry-to-landscape systems without a permit, sending wash water into the yard with a valve to divert it back into the sewage system when needed. A handy homeowner can do it with no more than a couple hundred of dollars of piping and parts.

More complicated systems, involving automation, filters and pumps, can top out at \$30,000, contractors said.

About 20 states now allow gray-water recycling, and around the country, Arizona has some of the friendliest laws. California still has more to do, Allen and other advocates say. Raymer, at the building trade group, hopes for more legal changes in the coming years to align state gray-water codes with the rules of hundreds of cities and towns.

California drought: Gov. Jerry Brown says \$10,000-a-day fines for water-wasting cities are not 'bluster'

By Paul Rogers progers@mercurynews.com

Updated: 06/05/2015 07:23:13 PM PDT

MercuryNews.com

California drought: Gov. Jerry Brown says \$10,000-a-day fines for water-wasting cities are not 'bluster'

SAN JOSE -- Gov. Jerry Brown on Friday said he won't back down on his threat to fine cities, water districts and private water companies \$10,000 a day if they fail to meet strict water conservation targets during California's relentless drought.

"You didn't expect me to offer bluster as a solution?" he said. "Yes, we are serious."

Speaking at a meeting of Silicon Valley water leaders at San Jose City Hall, Brown told reporters that although different parts of the state have different economies, political structures and levels of technology, he expects them to meet the targets set last month. But he plans to first use his high-profile office to nudge them to the goal.

"When needed, that fine is definitely there to be used," Brown said. "But I am here today and I will go to other places -- Southern California next -- and I want to use the bully pulpit, the persuasive power of government, before I invoke the coercive power of government."

On April 1, in a dramatic announcement in a grassy Sierra Nevada meadow normally covered with five feet of snow, Brown announced an executive order imposing California's first-ever statewide mandatory urban water restrictions. The rules were intended to achieve a 25 percent savings from cities and towns compared to 2013.

A month later, the State Water Resources Control Board put those rules in place, approving a plan that assigns each of California's 411 largest cities, water districts and water companies a reduction target ranging from 8 percent to 36 percent, based on their per capita use.

Cities like Hayward, Santa Cruz and San Francisco, which already have been conserving and have low per-capita water use, were given 8 percent targets. Cities such as Beverly Hills, Hillsborough and Bakersfield, which have been guzzling water, were told to cut 36 percent.

Some areas have shown little progress in putting in place local rules to achieve the targets, and it has been unclear whether the Brown administration will follow through with a provision in the rules that allows it to fine water providers \$10,000 a day for failing to meet the targets.

Brown praised Silicon Valley's progress in water conservation during and after the meeting, whose attendees included San Jose Mayor Sam Liccardo, and the mayors of Santa Clara, Palo Alto, Sunnyvale and Mountain View, along with leaders of the Santa Clara Valley Water

District, San Francisco Public Utilities Commission, San Jose Water Company, California Water Services Company.

"This part of California is doing better than most," Brown said. "We're not at the level that we want to attain, but we are doing very good and better than most.

"The drought is serious. We have to take serious measures to respond."

In April, the 1 million customers of San Jose Water Company cut their use of water by 25 percent compared to April 2013, as did residents of Palo Alto. Mountain View cut water use 27 percent, and Santa Clara reduced it 11 percent.

By comparison, Los Angeles and San Diego reduced use just 10 percent and 4 percent, respectively, over the same time period. And Bakersfield actually used 1 percent more water.

Also Friday, Brown declined to say whether he will sign or veto several contentious bills moving through the Legislature, including one that would allow physicians to help the terminally ill end their own lives and another that would allow illegal immigrants to enroll in the state's Medi-Cal program.

Brown advocated for his controversial \$17 billion plan to build two giant tunnels under the Sacramento-San Joaquin River Delta to more easily move water from north to south. And he told the local leaders he supports their efforts to waive the California Environmental Quality Act, or CEQA, which requires lengthy environmental impact studies, for water recycling projects such as a South Bay effort to expand recycled water and pump it into local aquifers rather than just using it for landscape irrigation.

Asked whether a vaguely worded section in Trailer Bill 831, which would waive CEQA for water projects, would allow him to build the Delta tunnels without completing voluminous environmental studies, Brown said: "I doubt that."

"I don't think the Legislature would do that," he added. "We don't slip things in. We flagrantly and openly and transparently conduct our business in Sacramento."

The Sierra Club and other environmental groups oppose the bill. They've called it "an attack" on environmental protections that could allow the tunnels to be "sneakily approved without our voice."

Afterward, local mayors said they supported the bill, although they did not fully endorse the tunnel project, which critics call a Southern California water grab that could raise property taxes of Santa Clara County residents without a vote of the people if there are cost overruns.

"I have a lot more work to do to understand the impact of that project locally here, but ultimately the decision is being made in Sacramento," Liccardo said when asked if he supported the tunnels.

Paul Rogers covers resources and environmental issues. Contact him at 408-920-5045.
Follow him at [Twitter.com/PaulRogersSJMN](https://twitter.com/PaulRogersSJMN)

California Drought: Landlords pass along water bills to coax apartment dwellers to conserve

Julia Prodis Sulek jsulek@mercurynews.com

Updated: 06/07/2015 07:39:22 AM PDT

MercuryNews.com

CONCORD -- For years, renters at the boxy apartment complex on Monument Boulevard were like many tenants across California: They never paid a water bill.

But as California's devastating drought enters its fourth summer and water rates and penalties are surging, landlords are increasingly passing along those costs -- on top of the monthly rent.

It isn't just the additional cost that's irking renters -- it's the growing suspicion among neighbors suddenly stuck splitting one big water bill. A vast majority of California's apartment complexes have one master water meter, not individual ones for each unit. So there's no way to measure who's conserving and who is letting the tap run wild.

"I'm not going to pay for other people to do their laundry and take hourlong showers," said Samantha Brown, who recently moved out of the Concord apartment complex into a single-family home. "It's not fair."

Tensions over water are mounting among tenants of multifamily dwellings in a state where more than 40 percent of the population live in apartment buildings -- nearly 16 million people. A social experiment on water conservation is playing out on a grand scale, from studio apartments to penthouses, from duplexes to high rises.

The new reality for apartment dwellers is the latest installment in this newspaper's ongoing series "A State of Drought."

"When tenants are paying for a water bill, they conserve. When they're not, they go crazy," said Doug Smith, president of Fuller Enterprises, who started charging his renters for water last year at the Mountain View apartments in Concord, one of 22 apartment buildings he owns throughout the Bay Area.

Already, he says he has seen a 12 percent reduction in water use since he started billing his renters a year ago. On average, he says, his tenants' water bills are running about \$23 a month.

"Before, when tenants weren't paying and the toilet was running and the shower was dripping, we'd say, 'Why didn't you tell us?' " he said. "Now, we get calls all the time. It encourages them to conserve."

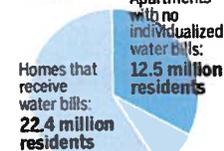
But others say it's not that simple in the world of multifamily living, where relying on your neighbor is often harder than it sounds. Will tenants conserve if the family down the hall does not? Will landlords install low-flow toilets and fix leaky faucets if they no longer pay the water bill?

"It creates a situation where no one is doing the right thing around conserving water," said Leah Simon-Weisberg, legal director of the San Francisco-based tenants' rights group Tenants Together.

Renters' water use

Almost one-third of California's 38 million residents live in rental units that do not have individual water meters and therefore have no way to measure how much water they are using.

California's population: 38 million



Apartment dwellers with individualized water bills: 3.1 million residents

Apartment dwellers with no individualized water bills: 12.5 million residents

Source: Senate Bill 7

BAY AREA NEWS GROUP

Water hardware

photographed at the

Mountain View

Apartment in

Concord, Calif., on

Tuesday, May 27,

2015. (Dan

Honda/Bay Area

News Group)

That's not what you want to hear in the midst of California's worst drought in history, with Gov. Jerry Brown imposing severe water restrictions and big fines for abusers.

While much drought conservation attention has been focused on California farmers and homeowners with big yards, who use far more water than apartment dwellers, water usage among the state's millions of apartment dwellers still equals about 15 times what the city of San Francisco uses each year.

About 80 percent of apartment dwellers don't have their own water meters to gauge their personal water use. So, for more than 12 million renters, there is no correlation between the amount of water they use and the cost, according to a legislative analysis of a new bill to correct that in the future.

For more than a decade, state lawmakers have grappled with the issue and are now considering legislation that would require "submeters" installed in each apartment unit for all new construction. But even if SB 7 authored by State Sen. Lois Wolk passes, it would only affect those complexes built after 2018.

So what happens now?

"This summer, you'll see more and more landlords, if they don't already and can't install submeters, they'll probably ask tenants to pay (some share of) the water bill," said Debra Carlton, the California Apartment Association's senior vice president for public affairs, who has lobbied on behalf of 50,000 apartment building owners. "It's not the best way to do it, but in some cases, it's the only way."

Landlords of rent-controlled apartments and Section 8 low-income housing are generally prohibited from billing tenants for water. And San Jose Water Co., which has announced strict water use limits on homeowners, has given its customers living in apartment complexes a pass, asserting that most are already fairly efficient with water use because they tend to have less landscaping than single-family homes.

Built in the 1960s, the Mountain View apartments in Concord look like so many others spread across California: more than 160 units, two-stories with long balconies, three small swimming pools and a few grassy areas.

Smith, who owns the complex, says he is doing his part to achieve state and local water conservation goals. He is cutting back landscape watering on his 22 properties to two days a week, as many local jurisdictions require, he said, and is replacing grass with synthetic lawns at some complexes.

His Fremont property has submeters, he said. But in Concord, he says he's trying to be as fair as possible without them, picking up 20 percent of the total bill to pay for the common grassy and pool areas, and dividing the rest depending on the size of the apartments and number of occupants.

But if renters don't do their part to conserve, everyone in the complex will have to pay even more.

"They need to work together," he said. "If we're going to be penalized, they're going to be penalized."

Easy for him to say. One renter at the Concord complex who didn't want to be identified tried to band together with her neighbors to protest the water bills, but it fizzled when they feared they had little power or recourse.

William Scott, 25, who lives in the Concord complex, isn't protesting. But he says splitting the water bill with neighbors isn't the best solution.

"It's a little frustrating. You can't control it," he said. "Who are you going to complain to? All you can do is try to save enough money to buy a house."

While Smith is paying to water the common areas at the Concord apartments, he's not required to by state law. That means some landlords could pass on the entire water bill to tenants -- and if they want a lush lawn to attract new renters, drought be damned.

Last summer in Santa Cruz, which imposed some of the strictest water rules in the region, an apartment complex admitted it was overwatering its landscaping and was fined for exceeding its water allocation. While the owners denied they passed along the penalties to the tenants, the renters there contended that was the only explanation for the spike in their water bills.

Those in the apartment industry say that over time, when old apartment buildings are knocked down and new ones are built with submeters, tensions between landlords and tenants and among neighbors will surely diminish.

"I can understand where residents are coming from, that they're getting a much worse deal now" by having to pay separate water bills, said Michael Foote of NWP Services, which provides utility billing and energy management services to apartment complexes across the country. "But partially, the deal they were getting was contributing to the problem."

Requiring tenants to share the water bill is "leveling the playing field so everyone has skin in the game to conserve," he said. "Changing people's behavior is difficult. But one of the best ways to do it is through their wallets. That's where people pay attention."

Contact Julia Prodis Sulek at 408-278-3409. Follow her at twitter.com/juliasulek

RIVERSIDE: City sues state over water-saving drought rules

Officials say the city's underground basin gives it a reliable supply; they want to be in a tier that has to save 4 percent, not 24 percent.

BY JANET ZIMMERMAN / STAFF WRITER

Published: June 8, 2015 Updated: 1:33 p.m.

The city of Riverside has filed a lawsuit against the state over water-cutting drought mandates ordered by the governor.

Riverside has its own groundwater supplies from the Bunker Hill Basin and is independent of imported water, said Kevin Milligan, deputy general manager at Riverside Public Utilities.

Acting on Gov. Jerry Brown's orders, the State Water Resources Control Board is requiring suppliers to cut between 8 and 36 percent from 2013 levels, depending on past use. The goal is to reach an average statewide reduction of 25 percent by next February.

Riverside has been ordered to cut 24 percent. An earlier target of 28 percent has been changed because of revised population figures, Milligan said.

The city applied to the state to be included in a special tier requiring only a 4 percent reduction, but was denied. The 4 percent tier requires a reliable water supply, but applies only to surface water, not groundwater, he said.

The lawsuit, filed June 4, seeks a temporary restraining order and injunction. The city wants to have groundwater included in the criteria for the 4 percent tier, Milligan said.

"The only difference is surface water you can see and groundwater you can't," he said.

The state has not been served with notification of the lawsuit, Milligan said. The city was waiting for the outcome of a yet-to-be-scheduled meeting with the state to see if a resolution could be reached, he said.

State water board officials could not immediately be reached for comment.

To make itself water independent, the city has invested in the John W. North Water Treatment Plant, drilled new wells, captures storm water from the Seven Oaks Dam and has spent \$10 million dollars on recycled water infrastructure, he said.

Though it has been drawn down in the drought, the Bunker Hill Basin has at least 1.4 million acre feet of storage left and maybe as much as 5.4 million acre feet, Milligan said. One acre-foot of water is enough to serve two families for a year.

Contact the writer: jjzimmerman@pe.com or 951-368-9586

EBMUD approves higher water rates to reduce use and buy extra supplies

Updated: 06/09/2015 10:56:14 PM PDT

ContraCostaTimes.com

OAKLAND -- As East Bay water officials on Tuesday were about to increase rates and impose the toughest penalties yet against water wasters, Raven Brown had one concern.

She's held off from bathing her dog, which has fleas, for fear her water bill would go up and she might be fined.

They told her to wash the dog.

Frugal water users such as Brown won't be hit hard with higher costs, but everyone else could see substantial increases.

And water guzzlers will get hit hardest of all. East Bay Municipal Utility District board members unanimously imposed higher rates and penalties designed to get people to slash water usage 20 percent -- in part by making the biggest users pay the most.

Starting July 1, all customers will see a temporary drought surcharge of up to 25 percent on water use added to their bills, in an effort by EBMUD to get customers to conserve and to raise some \$55 million to buy surplus water this year. In addition, they will see an 8 percent permanent rate increase largely to cover pipeline repairs already postponed for years. This increase is not related to the drought.

The same day, the district also will begin imposing previously approved financial penalties for households using more than 984 gallons a day. Those at the highest levels of use -- 1,476 gallons -- will see their monthly bills soar a total of 45 percent, including the surcharge, rate increases and fines.

"We have many customers who are using excessive amounts, and this provides a rate structure for the water hogs to cut it out," said Andy Katz, a water board member from Berkeley.

The double-barrel hikes are bringing the pain of drought home to 1.3 million EBMUD customers in two counties.

Katz and other members defended the drought surcharge for financing surplus water purchases that provide an insurance policy against more severe restrictions if next winter turns out to be the fifth dry winter in a row.

"We are purchasing water because we have no idea what is in store for the future and what kind of rationing we will have next year," said John Coleman, a board member from Walnut Creek.

The increases will boost the average monthly household bill from \$48.60 to \$60.25 for 246 gallons per day, a 24 percent, or \$11.65 per month, increase.

Rates were raised for all customers. The increase, however, will be steeper for those who use more water. Households using 984 gallons per day will see their monthly bill jump by \$72.11, or 42 percent, to \$250.39.

Households that meet the district target of cutting use 20 percent below 2013 levels will see their bills shrink.

The district supplies tap water to people in areas of Contra Costa and Alameda counties stretching from

San Lorenzo in the south, Richmond and Pinole on the north, and Danville and part of Walnut Creek in the east.

District officials said this season's meager snow pack already is gone in the central Sierra, where EBMUD collects its Mokelumne River water.

The water board is seeking a 20 percent cut from customers collectively, even though the state has demanded a less severe 16 percent reduction from EBMUD.

District customers have cut use 14 percent so far this year but stepped up savings dramatically in May when they used 31 percent less than the same month in 2013.

To bolster its drought reserves, the district is spending some \$55 million to buy 65,000 acre-feet of water -- approximately a four-month supply -- to stash in East Bay reservoirs. Much of the surplus is coming from Northern California rice growers who are fallowing some of their fields.

As of Tuesday, the district had lined up 59,228 acre-feet of surplus water that will be pumped out of the Sacramento River near Freeport at a water project jointly built by EBMUD and Sacramento County.

Contact Denis Cuff at 925-943-8267. Follow him at [Twitter.com/deniscuff](https://twitter.com/deniscuff)

GOVERNOR BROWN ISSUES STATEMENT ON FEDERAL DROUGHT AID

6-12-2015

SACRAMENTO - Governor Edmund G. Brown Jr. issued the following statement today after President Barack Obama announced new actions and investments to support workers, farmers and rural communities suffering from drought and to combat wildfires, including \$18 million for the State of California to provide jobs for workers dislocated by the drought:

"The drought has caused more than half a million acres to be fallowed and thousands of farm jobs to disappear. This aid will provide new opportunities for farmworkers and rural communities most impacted by the drought and make the state more water-efficient and drought resilient."

Governor Brown attended the Metropolitan Water District of Southern California Board meeting earlier this week and met with South Bay water leaders in San Jose last week. He has also convened mayors, business leaders and top agricultural, environmental and urban water agency officials from across California to discuss the state's drought and water conservation efforts.

For more than two years, the state's experts have been managing water resources to deal with the effects of the drought and prepare for the next one. In April, Governor Brown announced the first ever 25 percent statewide mandatory water reductions and a series of actions to help save water, increase enforcement to prevent wasteful water use, streamline the state's drought response and invest in new technologies that will make California more drought resilient.

To learn more about the state's drought response, visit: Drought.CA.Gov.

Every Californian should take steps to conserve water. Find out how at SaveOurWater.com.

AP June 12, 2015, 5:29 PM

California orders steep water cuts for farmers amid drought

Updated Jun 13, 2015 7:58 PM EDT

SACRAMENTO, Calif. -- Drought-stricken California on Friday ordered the largest cuts on record to farmers holding some of the state's strongest water rights.

State water officials told more than a hundred senior rights holders in California's Sacramento, San Joaquin and delta watersheds to stop pumping from those waterways.

The move by the State Water Resources Control Board marked the first time that the state has forced large numbers of holders of senior-water rights to curtail use. Those rights holders include water districts that serve thousands of farmers and others.

The move shows California is sparing fewer and fewer users in the push to cut back on water use during the state's four-year drought.

"We are now at the point where demand in our system is outstripping supply for even the most senior water rights holders," Caren Trgovcich, chief deputy director of the water board.

The order applies to farmers and others whose rights to water were staked more than a century ago. Many farmers holding those senior-water rights contend the state has no authority to order cuts.

The reductions are enforced largely on an honor system because there are few meters and sensors in place to monitor consumption.

California already has ordered cuts in water use by cities and towns and by many other farmers.

The move Friday marked the first significant mandatory cuts because of drought for senior water rights holders since the last major drought in the late 1970s.

One group of farmers with prized claims have made a deal with the state to voluntarily cut water use by 25 percent to be spared deep mandatory cuts in the future.

The San Joaquin River watershed runs from the Sierra Nevada to San Francisco Bay and is a key water source for farms and communities.

Thousands of farmers with more recent, less secure claims to water have already been told to stop all pumping from the San Joaquin and Sacramento watersheds. They are turning to other sources of water, including wells, reservoirs and the expensive open market.

Some farmers have built their businesses around that nearly guaranteed access to water.

Jeanne Zolezzi, an attorney for two small irrigation districts serving farmers in the San Joaquin area, says she plans to go to court next week to stop the board's action. She said her clients include small family farms that grow permanent crops such as apricots and walnuts without backup supplies in underground wells or local reservoirs they can turn to when they can't pump from rivers and streams.

"A lot of trees would die, and a lot of people would go out of business," said Zolezzi. "We are not talking about a 25 percent cut like imposed on urban. This is a 100 percent cut, no water supplies."

California water law is built around preserving the rights of such senior-rights holders. The state last ordered drought-mandated curtailments by senior-water rights holders in 1976-77, but that order affected only a few dozen rights holders.

Meantime, federal agencies have pledged another \$110 million in drought aid after President Barack Obama talked to the leaders of seven western states.

That includes \$18 million for a temporary jobs program to help Californians who are unemployed because of the drought; \$30 million to ensure farmers don't lose crop insurance because of exceptionally low production; and \$10 million to reduce the threat of wildfires.

The Obama administration says representatives from agriculture, labor, environmental protection, interior and emergency management took part in Friday's call.

The president met by phone and video link with the governors of Arizona, California, Colorado, Montana, Oregon, and Wyoming and with the lieutenant governor of Utah.

Professional sports teams throughout California also have been trying to cut down on their water use.

California to receive slice of freshly pledged \$110 million in federal drought aid

June 13, 2015

Updated 4:51 p.m.

BY JULIET WILLIAMS / THE ASSOCIATED PRESS

SACRAMENTO – Federal agencies pledged another \$110 million in aid Friday to help states struggling with the crippling drought after President Barack Obama talked to leaders from seven western states.

The president met by phone and video link for about an hour with the governors of California, Arizona, Colorado, Montana, Oregon, and Wyoming and with the lieutenant governor of Utah, according to the White House.

The funding announced Friday includes:

- \$18 million for a jobs program to help as many as 1,000 Californians who are unemployed because of the drought get temporary jobs doing drought-related work or as part of programs to help make communities more drought-resistant. The administration cited a recent University of California study estimating 18,000 lost jobs in California.

“It also provides a much needed infusion of economic support right back into these communities that need it,” said Assistant Secretary of Labor for Employment and Training Portia Wu on a conference call with reporters.

- \$30 million to extend a program so farmers who suffer one or two years of exceptionally low production because of the drought do not lose crop insurance.
- \$10 million to reduce the threat of wildfires by cleaning up landscapes so they are less prone to fires.
- \$6.5 million in grants for water management improvement projects.
- \$7 million to address the drought-related needs of water utilities and households.

Agriculture Secretary Tom Vilsack, Environmental Protection Administrator Gina McCarthy, Federal Emergency Management Agency Administrator Craig Fugate, Deputy Interior Secretary Mike Connor and Wu were among those on the call.

Representatives of those agencies said the \$110 million in new spending comes on top of \$190 million already pledged in short-term help for the states and in addition to other programs aimed at making long-term changes.

California Gov. Jerry Brown, a Democrat, said his state has already seen more than half a million acres gone fallow and thousands of job losses.

“This aid will provide new opportunities for farmworkers and rural communities most impacted by the drought and make the state more water-efficient and drought resilient,” he said in a statement.

Officials also used the call to promote legislation by congressional Republicans to speed up timber harvests and the removal of underbrush that the U.S. Forest Service deemed necessary, which the Obama administration supports.

The administration has warned of potentially catastrophic wildfires this summer in the Southwest and Northwest, and is forecasting costs of more than \$200 million above the budget for federal firefighting.

Forest Service officials say the budgeting system requires them to shift money from fire-prevention efforts to firefighting, exacerbating fire problems.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: June 12, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer

SUBJECT: Agenda Item No. 15c - Meeting of June 22, 2015
Debriefing of the Open House Held May 9, 2015

Recommendation

Information only.

Background

The decision to hold an Open House was an outcome of Strategic Planning sessions done in previous years. The District's Strategic Goals include public outreach and raising the District's profile in the community. An Open House Planning Committee worked on event logistics, such as development of large equipment and display booths, planning for tours, and public notification. The Committee met bi-weekly for approximately two months leading up to the event. Teams were encouraged to develop educational and interactive activities to engage visitors. Team members were responsible for planning their display area, presentations, posters, and other informational materials. All 14 teams were represented at the event.

Outcome

The District was pleasantly surprised at the level of interest demonstrated by the high number of attendees, the District's count was 1,124. This being the District's first Open House, there were many valuable takeaways. Customers were overwhelmingly interested in Plant tours. While the concept of using a bus to transport tour participants to the beginning of the tour was helpful, we would plan for more buses and tour staff to accommodate a higher number of visitors. Enabling interested parties to sign-up for tour times prior to the event would be beneficial to staff as an indicator of potential attendance levels. The District would also be able to inform guests before the event that a limited number of tours would be available.

During the event, 265 people indicated they would be interested in participating in a Plant tour, including several requests for group tours. Staff will be meeting to discuss how best to accommodate tour requests. Interested parties will be contacted over the next several weeks to schedule tours.

Overall, the most significant lesson learned would be to better prepare to accommodate large crowds. The layout for displays should be altered to provide more space to spread out the crowd and provide more defined walkways. There should be better signage, particularly for the welcome table as many visitors did not realize they had bypassed the starting point and did not receive display maps and other helpful information.

Additional internal observations to be considered in preparation for future events include:

- Staffing the front desk to answer calls to the District’s main line was helpful as people called for directions and to inquire about Open House hours of operation
- Planning for breaks – we were victims of our own success, and many staff members were unable to take breaks due to the high level of interest in their displays
- Supplies for the event should not be stored in the Boardroom as the crowds made it difficult to access supplies
- Provide more monitors for the GIS demonstration to allow greater participation
- Need a dedicated trash person
- Need better signage for the lobby restrooms
- Radios were hard to hear in the middle of the crowd – need radio training for those who are unfamiliar
- Need printed schedule of shifts for the Welcome Table – staff need to know who will replace them

Though the majority of District staff worked the event, more assistance was needed. Ideally, staff should begin preparing for such an event a year in advance in order to plan and provide necessary day-of-event coverage. Deciding upon the event date, and communicating the date to staff, a year in advance would enable a greater number of employees to be available.

Below is a summary of the total costs of the event broken down between direct expenses and labor costs:

Miscellaneous Expenses (includes food, banners, posters, bus, and driver rental fees)	\$8,492.93	
Advertising Expenses (Argus and Tri-City Voice)	\$5,950	
Preparation for the Event (labor)	\$13,863 \$34,225.80	611 total hours*
Labor on day of Event	\$23,969	359.5 total hours*
Total	\$72,637.93	

*does not include hours worked by salaried employees

In addition to paid advertising, the District promoted the event through outreach to a variety of outlets, including but not limited to:

- Police Departments – Fremont, Newark, and Union City
- City Staff – Fremont, Newark, and Union City
- Fire Departments – Alameda County and Fremont Fire
- Fremont Unified School District – outreach to teachers and parents
- New Haven Unified School District – outreach to teachers and parents
- Union City Chamber
- Fremont Chamber
- Newark Chamber
- Union City Lions Club
- NIXLE Accounts – Fremont, Newark, and Union City
- Union City Patch digital news
- Public Service Announcement broadcast on KOHL radio
- Neighboring Agencies:
 - ACWD
 - Oro Loma Sanitary District
 - City of Hayward
 - Castro Valley Sanitary District
- Industry Associations:
 - CSDA
 - CWEA
 - NACWA
 - BACWWE
- Local Colleges and Training Programs:
 - California State University East Bay
 - Ohlone Community College
 - Laney Community College
 - Solano Community College
- Press Releases printed:
 - Tri-City Voice (Twice)
 - Argus
 - Fremont Bulletin

Staff believe the high turnout can be attributed to our visitors hearing about the event through multiple sources, and would advertise future events in a similar fashion. Despite the multiple layers of notification, there were no media present at the event. Staff would need to explore alternate avenues to invite a media presence.

As mentioned previously, over 1,100 visitors attended the event. Numerous attendees complimented District staff for their friendliness and in depth knowledge of the District and the facilities. Many visitors were impressed with the cleanliness and maintenance levels of the plant, large equipment and vehicles. Team displays were educational and engaging for patrons

of all ages. Staff members received positive feedback, particularly from families with young children.

In consideration of the time and effort necessary to plan for such an event, staff recommends that the District wait to hold another Open House until our centennial celebration in 2018.