



**BOARD MEETING AGENDA**  
**Monday, April 10, 2017**  
**Regular Meeting - 7:00 P.M.**

**Union Sanitary District**  
**Administration Building**  
**5072 Benson Road**  
**Union City, CA 94587**

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

1. Call to Order.

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2. Pledge of Allegiance.

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3. Roll Call.

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- Motion 4. Approve Minutes of the Meeting of March 27, 2017.

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5. Written Communications.

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6. 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.*

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- Motion 7. Consider a Resolution to Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement with KB Home South Bay and the Patterson Ranch Owners' Association, Regarding the Patterson Ranch Development in the City of Fremont *(to be reviewed by the Legal/Community Affairs Committee)*.

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- Motion 8. Consider a Resolution to Update and Approve a New CalPERS Delegation of Authority to Request Disbursements Form *(to be reviewed by the Budget & Finance Committee)*.

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- Motion 9. Consider Approval of Design for the District's Autumn 2017 Newsletter and Discuss Potential Content Subjects.

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- Motion 10. Approve Proposed Updates to District Vision/Mission Statement.

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- Motion 11. FY 2017 Vehicle and Equipment Expenditure Adjustment *(to be reviewed by the Budget & Finance Committee)*.

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- Information 12. Hydro-jetter Purchase *(to be reviewed by the Budget & Finance Committee)*.

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- Information 13. Certificates of Merit to Union Sanitary District’s Class I Permitted Industries *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Information 14. Earth Day 2017 *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Information 15. Review and Provide Input on Draft Presentation to City Councils.
- 
- Information 16. Check Register.
- 
- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings)*:
- a. Budget & Finance Committee – Thursday, April 6, 2017, at 12:30 p.m.
    - Director Handley and Director Lathi
  - b. Legal/Community Affairs Committee – Thursday, April 6, 2017, at 1:00 p.m.
    - Director Handley and Director Lathi
  - c. Engineering and Information Technology Committee – will not meet.
  - d. Personnel Committee – will not meet.
  - e. Audit Committee – will not meet.
  - f. Legislative Committee – will not meet.
  - g. Ad Hoc Subcommittee for Communications Strategy.
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- Information 18. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
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19. 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.
- 
20. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, April 24, 2017, 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



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**BUDGET & FINANCE COMMITTEE MEETING**  
Committee Members: Director Handley and Director Lathi

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

**AGENDA**  
**Thursday, April 6, 2017**  
**12:30 P.M.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Board meeting of April 10, 2017:
  - Consider a Resolution to Update and Approve a New CalPERS Delegation of Authority to Request Disbursements Form.
  - FY 2017 Vehicle and Equipment Expenditure Adjustment.
  - Hydro-jetter Purchase.

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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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 "Public Comment" 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 and are to be completed prior to discussion of the agenda item.

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THE PUBLIC IS INVITED TO ATTEND



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING**  
Committee Members: Director Handley and Director Lathi

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

**AGENDA**  
**Thursday, April 6, 2017**  
**1:00 P.M.**

Karen W. Murphy  
*Attorney*

**Alvarado Conference Room**  
**5072 Benson Road**  
**Union City, CA 94587**

1. Call to Order

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2. Roll Call

---

3. Public Comment

---

4. Items to be reviewed for the Board meeting of April 10, 2017:
  - Consider a Resolution to Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement with KB Home South Bay and the Patterson Ranch Owners' Association, Regarding the Patterson Ranch Development in the City of Fremont.
  - Earth Day 2017.
  - Certificates of Merit to Union Sanitary District's Class I Permitted Industries.

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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).

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THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
March 27, 2017**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

ABSENT: Manny Fernandez, Director

STAFF: Paul Eldredge, General Manager  
Karen Murphy, District Counsel  
Sami Ghossain, Technical Services Manager  
James Schofield, Collection Services Manager  
Pamela Arends-King, Business Services Manager/CFO  
Armando Lopez, Treatment & Disposal Services Manager  
Robert Simonich, Fabrication, Maintenance, and Construction Manager  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVAL OF THE MINUTES OF THE MEETING OF MARCH 13, 2017**

It was moved by Vice President Kite, seconded by Secretary Lathi, to approve the Minutes of the Meeting of March 13, 2017. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy  
NOES: None  
ABSENT: Fernandez  
ABSTAIN: None

**APPROVAL OF THE MINUTES OF THE SPECIAL MEETING OF MARCH 14, 2017**

It was moved by Vice President Kite, seconded by Director Toy, to approve the Minutes of the Special Meeting of March 14, 2017. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy  
NOES: None  
ABSENT: Fernandez  
ABSTAIN: None

## **MONTHLY OPERATIONS REPORT FOR FEBRUARY 2017**

This item was reviewed by the Legal/Community Affairs and Budget & Finance Committees. A desk item was prepared for this item to present information inadvertently left out of the Board meeting packet.

General Manager Eldredge reported the following:

- Odor Complaints: There was one odor complaint received by Collection Services, and one odor complaint received by the Plant in February 2017. Details regarding the complaints were included in the Board meeting packet.
- The District issued 174 new sewer lateral permits in February 2017.
- The Cogen system produced 76% of power consumed for the month of February 2017.

Business Services Manager/CFO Arends- King reported the following:

- Revenues:
  - The District received \$134,000 in capacity fees during February 2017: \$77,000 from KB Homes and \$50,000 from Brookfield Bel Air LLC.
- Expenses:
  - Expenses for all Work Groups were at or below budget.

General Manager Eldredge stated Monthly Operations Reports for each work group were included in the Board meeting packet.

## **WRITTEN COMMUNICATIONS**

There were no written communications.

## **ORAL COMMUNICATIONS**

There were no oral communications.

## **AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH RMC WATER AND ENVIRONMENT FOR THE PLANT MASTER PLAN**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Plant Master Plan will review and assess the District's projects, evaluate the need to retrofit or replace existing facilities, and provide a road map for the Waste Water Treatment Plant for the next 20 – 40 years. Task Order No. 2 will compare the feasibility of alternatives for management of effluent peak wet weather flows. Staff recommended the Board authorize the General Manager to execute Task Order No. 2 with RMC Water and Environment in the amount of \$69,877 for the Plant Master Plan.

It was moved by Vice President Kite, seconded by Director Toy, to Authorize the General Manager to Execute Task Order No. 2 with RMC Water and Environment in the amount of \$69,877. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy  
NOES: None  
ABSENT: Fernandez  
ABSTAIN: None

**CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE PLANT FACILITIES IMPROVEMENTS PROJECT FROM D.W. NICHOLSON CORPORATION AND AUTHORIZE RECORDATION OF A NOTICE OF COMPLETION**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated several rehabilitation, replacement, and modification projects at the Plant and pump stations were combined into the Plant Facilities Improvements Project. Staff recommended the Board consider a resolution to accept the construction of the Plant Facilities Improvements Project from D.W. Nicholson Corporation and authorize recordation of a notice of completion.

It was moved by Vice President Kite, seconded by Secretary Lathi, to Adopt Resolution No. 2804, Accepting Construction of the Plant Facilities Improvements Project Located in the City of Union City, California from D.W. Nicholson Corporation, and Authorize Recordation of a Notice of Completion. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy  
NOES: None  
ABSENT: Fernandez  
ABSTAIN: None

**INFORMATION ITEMS:**

**Update of the Subsurface Investigation at the Alvarado Wastewater Treatment Plant**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated Alameda County Water District (ACWD) is responsible for regulating the groundwater supply within Union Sanitary District's service area. The purpose of the Plant's groundwater monitoring program is to document groundwater conditions in areas of concern at ten groundwater monitoring wells. District staff will meet with Brown and Caldwell to determine next steps for the Path to Closure Plan provided by ACWD. A detailed account of the 2016 groundwater monitoring event was included in the Board meeting packet.

**Report on the East Bay Dischargers Authority (EBDA) Meeting of March 16, 2017**

Director Toy provided an overview of the EBDA Commission minutes included in the Board meeting packet.

**Check Register**

All questions were answered to the Board's satisfaction.

**COMMITTEE MEETING REPORTS:**

The Budget & Finance Committee, Legal/Community Affairs, and Engineering and Information Technology Committees met.

The Ad Hoc met to review the Mission/Vision statement, and a final draft will be presented to the Board for consideration at a future meeting.

**GENERAL MANAGER'S REPORT:**

General Manager Eldredge reported the following:

- General Manager Eldredge will present a District update at the City Council meetings in Fremont, Newark, and Union City. A draft of the presentation will be presented to the Board at the next regular meeting.
- The Fremont State of the City Luncheon will be held March 31, 2017.
- The District will host an EBDA Managers Advisory Committee Strategic Planning meeting on April 7, 2017.

**OTHER BUSINESS:**

Vice President Kite stated she attended the California School for the Deaf Plant tour on March 21, 2017.

**ADJOURNMENT:**

The meeting was adjourned at 7:37 p.m. to a Board Special Meeting Closed Session in the Alvarado Conference Room on Wednesday, April 5, 2017, at 11:00 a.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, April 10, 2017, at 7:00 p.m.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
REGINA McEVOY  
BOARD CLERK

\_\_\_\_\_  
ANJALI LATHI  
SECRETARY

APPROVED:

\_\_\_\_\_  
TOM HANDLEY  
PRESIDENT

Adopted this 10<sup>th</sup> day of April, 2017



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** April 3, 2017

**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. 7 - Meeting of April 10, 2017  
**Consider a Resolution to Authorize the General Manager to Execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement with KB Home South Bay Inc. and the Patterson Ranch Owners' Association, Regarding the Patterson Ranch Development in the City of Fremont.**

**Recommendation**

Staff recommends the Board consider a resolution to authorize the General Manager to execute a Pipeline Crossing Agreement with the Union Pacific Railroad Company and a Pipeline Crossing Costs Funding and Reimbursement Agreement, with KB Home South Bay Inc. and the Patterson Ranch Owners' Association, regarding the Patterson Ranch Development in the city of Fremont.

**Background**

KB Home South Bay Inc. (KB Home), is constructing sixty-six single family residential units for the Patterson Ranch development – Phase 3, Tract 8288, located near the intersection of Ardenwood Boulevard and Paseo Padre Parkway, in the city of Fremont. A vicinity map is attached.

In order for the District to serve the development, a new 10-inch diameter sewer main, in a 30-inch diameter steel casing, needs to be installed across property owned by the Union Pacific Railroad Company (UPRR). The UPRR has prepared a pipeline crossing agreement allowing the

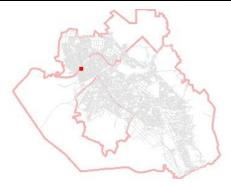
sewer main to be constructed across its property. The agreement grants USD the right to maintain and operate the sewer main, but also allows UPRR the future ability to require the relocation of the sewer main as it finds necessary to meet the needs and requirements for the safe and efficient operation of its railroad and use of its property. To mitigate the District's liability in this regard, a separate Pipeline Crossings Costs Funding and Reimbursement Agreement has been prepared with KB Home and Patterson Ranch Owners' Association (HOA), which places the responsibility for the costs of the license agreement on KB Home and the HOA. Should the UPRR require the sewer be relocated within twenty (20) years after the last Patterson Ranch home sale, KB Home will be responsible for the relocation cost. Subsequently, the HOA will be responsible in perpetuity. The Agreement requires KB Home to notify all homebuyers at Patterson ranch of the obligations under this agreement at or before the time of close of escrow.

Staff and legal counsel have reviewed both agreements and recommend authorization.

PRE/SEG/RA:ks

Attachments: Vicinity Map  
Resolution  
UPRR Pipeline Crossing Agreement  
Pipeline Crossing Costs Funding and Reimbursement Agreement  
Exhibit A

# Vicinity Map, Tract 8288 - Patterson Ranch Phase 3

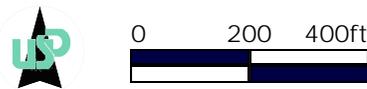


## Legend

- Sewer Mains
- Sewer Sheet Pile History
- Sewer Manholes**
  - Manhole
  - Riser
  - Cap
  - Lamphole
  - Other types
- Sewer Mains Historical
- Sewer Manholes Historical
- Streets**
- Parcels
- Lakes
- 2014 Aerial Photo

For USD use only

*Disclaimer:*  
 The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PIPELINE CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY AND A PIPELINE CROSSING COSTS FUNDING AND REIMBURSEMENT AGREEMENT WITH KB HOME SOUTH BAY INC. AND PATTERSON RANCH OWNERS' ASSOCIATION**

WHEREAS, KB Home South Bay Inc. ("KB") is developing certain real property in the City of Fremont located near the intersection of Ardenwood Boulevard and Paseo Padre Parkway, known as the Patterson Ranch subdivision; and

WHEREAS, in order for the District to provide service to the new development, a sewer main is required to be installed across property owned by the Union Pacific Railroad Company ("UPRR"); and

WHEREAS, UPRR requires the District to enter into a form Pipeline Crossing Agreement in order to cross its property; and

WHEREAS, the Pipeline Crossing Agreement provides that UPRR has the discretion to require the relocation of the pipeline in the future at the District's cost; and

WHEREAS, in order to mitigate the potential risk and cost to the District, the District has requested KB to fund those potential costs in the future and KB has agreed to fund those costs for a period of 22 years, with the obligation to then be assumed by the Patterson Ranch Owners' Association, the homeowners' association for the subdivision (the "HOA"); and

WHEREAS, KB and the HOA have agreed to enter into a Pipeline Crossing Costs Funding and Reimbursement Agreement in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UNION SANITARY DISTRICT, AS FOLLOWS:

1. The Board hereby approves the (a) Pipeline Crossing Agreement; and (b) Pipeline Crossing Costs Funding and Reimbursement Agreement.
2. The General Manager/District Engineer, or his designee, is hereby authorized to execute the Pipeline Crossing Agreement and Pipeline Crossing Costs Funding Agreement, in the forms attached hereto, with minor or technical revisions approved by the General Manager/District Engineer in consultation with the General Counsel.

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of Union Sanitary District, Alameda County, California, at a meeting held on the 10th day of April, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tom Handley  
President, Board of Directors  
Union Sanitary District

Attest:

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Anjali Lathi  
Secretary, Board of Directors  
Union Sanitary District

## **PIPELINE CROSSING AGREEMENT**

Mile Post: 27.27, Coast Subdivision  
Location: Fremont, Alameda County, California

**THIS AGREEMENT (“Agreement”)** is made and entered into as of March 13, 2017, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **UNION SANITARY DISTRICT**, to be addressed at 5072 Benson Road, Union City, California 94587 (“Licensee”).

### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **Article 1.     LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 8 inch encased pipeline for transporting and conveying sewage only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated November 15, 2016 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewage, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### **Article 2.     LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Thirty Five Thousand Five Hundred Dollars (\$35,500.00)**.

#### **Article 3.     CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

**Article 4. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

**Article 5. INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

**Article 6. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**UNION SANITARY DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

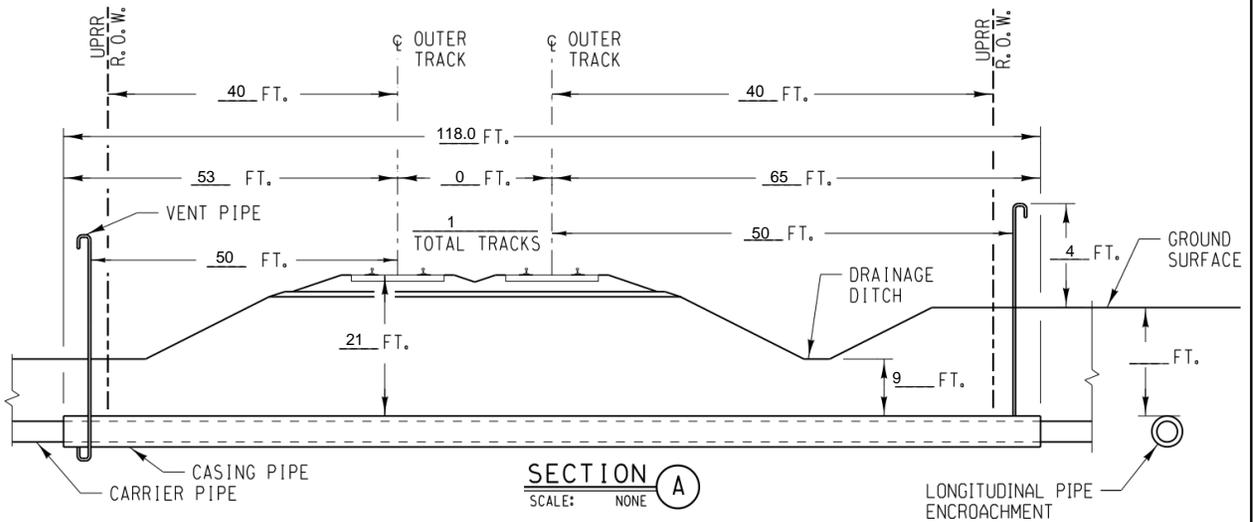
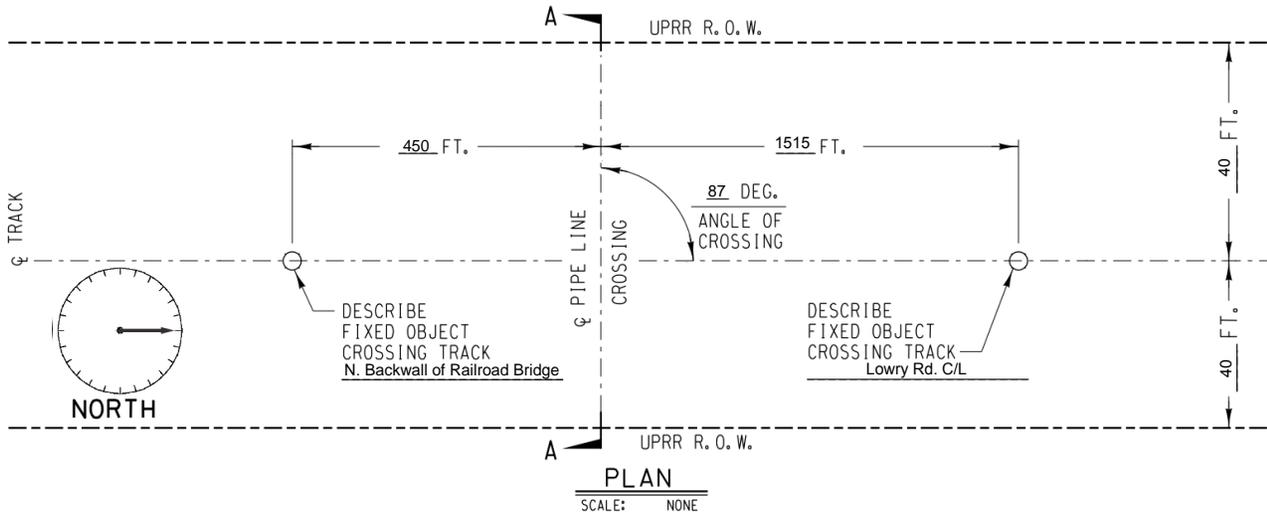
Renay J. Robison  
Director – Real Estate

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.  
 COMMODITY TO BE CONVEYED SEWER FLOW.  
 OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 26. DIAMETER 8 IN.  
 CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.  
 TOTAL LENGTH CASING PIPE: 118.0 FT.  
 WALL THICKNESS 0.5 IN. DIAMETER 30 IN.  
 CATHODIC/COATING PROTECTION YES.  
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 60 AND 70.



**BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: <u>Coast Sub.</u>	
TRACK TYPE: <u>MAINLINE TRACK</u>	
M.P.: <u>27.27</u>	LAT.: <u>37.57083333</u>
E.S.M.: <u>1378+70</u>	LONG.: <u>-122.05972222</u>
NEAREST CITY: <u>FREMONT</u>	COUNTY: <u>ALAMEDA</u> STATE: <u>CA</u>
APPLICANT: <u>UNION SANITARY DISTRICT</u>	
FILE NO.: <u>0302216</u>	DATE: <u>11/15/2016</u>

## **EXHIBIT B**

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

CHRISTOPHER SHIELS  
Work/Cell Phone: 402-250-2774  
Email address: [cshiels@up.com](mailto:cshiels@up.com)

ROBERT MENDOZA  
MGR SIGNAL MNTCE  
1851 B, 5th Street  
Oakland, CA 94607  
Work phone: 916-789-6023  
Cell phone: 530-632-9620  
Email: [rmendoz1@up.com](mailto:rmendoz1@up.com)

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

## **LICENSOR'S PROPERTY.**

### **Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

### **Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

### **Section 10. INDEMNITY.**

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

**PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

**1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**

**2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**

**3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;**

**4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;**

**5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**

**6. LICENSEE'S BREACH OF THIS AGREEMENT,**

**EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

**Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**Section 16. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**EXHIBIT C**  
**Union Pacific Railroad Company**  
**Contract Insurance Requirements**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

**A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the Designated Job Site.

**B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Property” as the Designated Job Site.

**C. Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Railroad Protective Liability** insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

**E. Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

### **Other Requirements**

**F.** All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**J.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**SAFETY STANDARDS**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

**I. Clothing**

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

## V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
Union Sanitary District )  
5072 Benson Road )  
Union City, CA 94587-2508 )  
Attention: District Secretary )  
 )

---

*The document is exempt from the payment of a recording fee  
pursuant to Government Code § 27383*

**PIPELINE CROSSING COSTS FUNDING AND REIMBURSEMENT AGREEMENT**

This Pipeline Crossing Costs Funding and Reimbursement Agreement (“**Agreement**”) is made by and between UNION SANITARY DISTRICT (“**USD**”), KB HOME SOUTH BAY INC., a California corporation (“**KB**”), and the PATTERSON RANCH OWNERS’ ASSOCIATION, a California nonprofit mutual benefit corporation (“**HOA**”). USD, KB, and HOA may be collectively referred to in this Agreement as the “**Parties**.”

**RECITALS**

- A. KB is developing that certain real property, known as Tract 8035, Tract 8288, and Tract 8288 (collectively, “**Patterson Ranch**”), a portion of which is described in Exhibit A, attached hereto and incorporated herein by reference, representing common areas that are or will be owned by the HOA (“**Property**”). The HOA has been formed to govern, manage, and operate Patterson Ranch. In order to develop Patterson Ranch, KB is required to install sanitary sewer lines (“**Sewer Line**”) adjacent to and east of Patterson Ranch, in rights-of-way that benefit both USD and the Union Pacific Railroad Company (“**UPRC**”) in whole or in part.
  
- B. In order to accomplish the installation of the underground Sewer Line extensions for benefit of the development of Patterson Ranch, UPRC has required USD to enter into a Pipeline Crossing Agreement. UPRC and USD entered into a Pipeline Crossing Agreement dated \_\_\_\_\_ (“**Pipeline Agreement**”), which allows the construction and installation of the Sewer Line under portions of the existing UPRC railroad track easement area, and grants USD a License therefor.

- C. As the Pipeline Agreement is being required to allow the development of Patterson Ranch, KB and HOA have agreed to accept certain liabilities and costs associated with the Pipeline Agreement.

WHEREFORE, in consideration of the mutual promises and covenants of the Parties, together with other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and specifically incorporating the above "Recitals" into this Agreement, the Parties agree as follows:

## **TERMS**

### **1. Incorporation of Recitals.**

Recitals A through C, above, are incorporated by this reference as though set forth in full herein.

### **2. Pipeline Crossing Funding and Reimbursement.**

2.1 **License Fee.** Concurrently with execution of this Agreement, KB has deposited the License Fee required by Pipeline Agreement with USD. USD agrees to pay the License Fee to UPRC in accordance with the Pipeline Agreement.

2.2 **Removal or Relocation of Pipeline.** If, in the future, the Sewer Line must be relocated or removed, for whatever reason(s), pursuant to the terms of the Pipeline Agreement, KB and then subsequently the HOA, pursuant to the terms discussed below, shall be liable and responsible for all costs associated with such relocation or removal. From and after the date that is 22 years from the execution of this Agreement by all Parties, all obligations of KB under this section 2.2 shall extinguish automatically, with no further action necessary by the parties hereto, and the HOA shall be solely obligated under this section. Prior to such date, KB shall be obligated under this section 2.2 and USD shall pursue compliance with KB. Within 15 days of USD's request, KB or the HOA, as applicable, shall deposit with USD, USD's estimated actual costs for such relocation or removal. Failure to fund such relocation or removal costs shall constitute a default under this Agreement. Upon default, USD may take action to recover such costs, including but not limited to, placing on the lien on the Property. It is the Parties' understanding that UPRC does not currently have any plans to require the relocation of the Sewer Line.

2.3 **Notices to Homebuyers.** KB represents and warrants that they shall provide notice to all homebuyers at Patterson Ranch of the obligations under this Agreement in writing, at or before the time of close of escrow.

3. **Pipeline Agreement Termination; Waiver and Release; Indemnity.** HOA and KB acknowledge and understand that the Pipeline Agreement may be terminated at any time by UPRC. Both KB and HOA hereby waive and release USD from any and all losses, damages, claims, demands, actions, causes of action, penalties, costs and expenses, including attorney fees, related

to or regarding the termination of the Pipeline Agreement by UPRC (“**Claims**”), except to the extent of USD’s gross negligence or willful misconduct. Further, KB and HOA hereby agree to indemnify and hold harmless USD against any and all Claims, except to the extent of USD’s gross negligence or willful misconduct. The obligations under this Section 3 shall be joint and several.

**4. Runs with the Land; Successors, Heirs, and Assigns.**

This Agreement runs with the Property and shall inure to the benefit of and be binding upon the successors, assigns, executors, and heirs of HOA. Further, this Agreement shall inure to the benefit of and be binding upon the successors, assigns, executors, and heirs of KB and USD.

**5. Counterparts and Signatures.**

This Agreement may be executed in counterparts and by photocopy, facsimile and/or electronic mail PDF signature, each of which shall be deemed an original, equally admissible into evidence, and all such counterparts shall together constitute one and the same instrument.

**6. Severability and Interpretation.**

The illegality, unenforceability, or invalidity of any one or more covenants, phrases, clauses, sentences, exhibits, portions or paragraphs of this Agreement, as determined by a court of competent jurisdiction, shall not affect the remaining portions of this Agreement or any part thereof, and, in case of any such illegality, unenforceability, or invalidity, this Agreement shall be construed as if such covenants, phrases, clauses, sentences, or paragraphs, to the extent and only to the extent determined to be illegal, unenforceable, or invalid, had not been inserted. The heading and numbering of the different paragraphs of this Agreement are inserted for convenient reference only and are not to be taken as part of the Agreement to control or affect the meaning, construction or effect of the same.

**7. Amendment or Waiver.**

This Agreement cannot be waived, altered, amended or modified, in whole or in part, except by a writing signed by the Parties. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of any provision of this Agreement.

**8. Applicable Law.**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California. Any dispute or controversy arising out of or relating to this Agreement shall also be governed by the laws of the State of California.

**9. Entire Agreement.**

This writing is intended by the Parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

The Parties have executed this Agreement as of \_\_\_\_\_,  
2017.

**USD:**

UNION SANITARY DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KB:**

KB HOME SOUTH BAY INC.,

a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOA:**

PATTERSON RANCH OWNERS' ASSOCIATION,

a California nonprofit mutual benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

**ACKNOWLEDGMENT**

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WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

Exhibit A

Legal Description of the Property

[to be inserted]

**EXHIBIT A**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS A THROUGH K AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 8035", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, ON DECEMBER 22, 2014, IN BOOK 329 OF MAPS AT PAGES 64 THROUGH 79, PARCELS A THROUGH E AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 8228", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, ON MARCH 22, 2016, IN BOOK 339 OF MAPS AT PAGES 10 THROUGH 21 AND PARCELS A THROUGH E ON THAT CERTAIN MAP ENTITLED "TRACT 8288", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, ON \_\_\_\_\_, 201\_, IN BOOK \_\_\_ OF MAPS AT PAGES \_\_\_ THROUGH \_\_\_..

END OF DESCRIPTION

PREPARED BY:



KENNETH E. COOPER  
LICENSED LAND SURVEYOR NO. 8292  
(EXP. 12/31/17)  
STATE OF CALIFORNIA



31 MAR 17  
DATE

**MACKAY & SOMPS**  
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355  
(925) 225-0690



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** April 10, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Pamela Arends-King, Business Services Manager/CFO  
Laurie Brenner, Finance & Acquisition Services Coach

**SUBJECT:** Agenda Item No. 8 - Meeting of April 10, 2017  
**Resolution to Update and Approve a New “CalPERS Delegation of Authority to Request Disbursements” Form**

**Recommendation**

Board Approval of an updated “CalPERS Delegation of Authority to Request Disbursements” Form.

**Background**

The District maintains a payment schedule in conjunction with CalPERS related to “Other Post Employment Pre-Funding,” which also includes a reimbursement (disbursement) component.

These disbursement requests are achieved based on Board approval granting authority for the action to specific District staff (by title) via Resolution kept on file with CalPERS. The current form on file with CalPERS for requesting these disbursements delegates authority to positions that no longer exist at the District (based on recent changes to the Business Service workgroup). Therefore, we need to obtain and file a new Board Resolution with CalPERS, including the signature of the Board President to enable the District to make these account reimbursement requests moving forward.

The positions listed were suggested by the Chief Financial Officer to ensure that the District can obtain funds from disbursement requests in an expedient manner, while ensuring that planned internal controls and appropriate separation of duties remain in effect as financial safeguards.



DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

RESOLUTION OF THE

Board of Directors (GOVERNING BODY)

OF THE

Union Sanitary District (NAME OF EMPLOYER)

The Board of Directors (GOVERNING BODY) delegates to the incumbents

in the positions of Chief Financial Officer, Business Services Coach (TITLE) and

Accounting and Financial Analyst 1 (TITLE) and/or

Senior Accounting and Financial Analyst (TITLE) authority to request on

behalf of the Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

By

Title President, Board of Directors

Witness

Date



**Directors**  
Manny  
Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W.  
Murphy  
*Attorney*

**DATE:** March 31, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Michelle Powell, Communications and Intergovernmental Relations Coordinator

**SUBJECT:** Agenda Item No. 9 - Meeting of April 10, 2017  
**Consider Approval of the District's Autumn 2017 Newsletter Design, Consider Approval of a Multi-Year Printing Services Contract, and Discuss Potential Content Topics**

### **Recommendation**

Staff recommends the Board discuss and approve a design for the 2017 District Newsletter, including type style and background color, consider and provide direction regarding entering a multi-year printing services contract, and discuss and provide feedback regarding potential newsletter content topics.

### **Background**

It was collectively agreed upon during previous workshops that the District would use a new layout and design for its newsletter to be mailed in Autumn 2017. The new layout consists of 11 x 17, 80-pound cover-weight paper, folded down to 8.5 x 11, individually addressed, and delivered as a flat with no tabs. Additionally, the newsletter will be utilized to include the District's courtesy annual rate notice.

After reviewing potential layouts and color palettes, the Board agreed upon a design including a blue background and use of colored type for the "Union Sanitary District" top headline on Page One. The Board requested that staff present a version with a darker blue background and a brighter-colored,

more easily seen top headline. Sample options are attached for the Board's consideration. The attachments include a layout containing the original blue shade as presented at the March 6, 2017 Board Workshop for comparison purposes, followed by four numbered options. All numbered options show the same darker blue background shade, with individual layouts demonstrating variations of text styles on the "Union Sanitary District" title headline. The color of the title headline is a brighter hue, as requested.

It is important to note that the colors will vary from printer to printer. The options provided at this meeting give examples of the desired color changes as printed on a District machine.

The Board may wish to consider entering into a multi-year contract for printing services, using the new layout as its consistent design for the life of the contract. A typical multi-year contract would be for three years with the option to renew for two additional years. Potential advantages to the District could include receiving firm fixed pricing on printing services over the contract's duration, and the continuity and efficiency of working with one vendor. USD's contract language would allow for cancellation of the contract due to convenience, which could include deciding not to continue with the approved layout.

Additionally, although a Board Workshop regarding content will be scheduled in the future, staff would like to provide a preliminary list of possible topics as "food for thought" and discussion. Following is a list of potential topics for the Autumn 2017 newsletter:

Page One: USD's Masterplanning Process: Careful planning provides value for customers' utility dollars; stabilizes rates

Interior Pages: Annual Rate Notification  
Budget in Brief  
USD's upcoming Centennial Open House  
Did you know? Brief pollution prevention messages  
Like us on Facebook

If space permits: Fun Facts (any or all, depending on space constraints) – total water treated annually (enough to fill Lake Elizabeth 42 times), brief descriptions of USD's Industrial Pre-treatment program, Restaurant program, dental program

Staff recommends the Board discuss and approve a design for the 2017 District Newsletter, including type style and background color, consider and provide direction regarding entering a multi-year printing services contract, and discuss and provide feedback regarding potential newsletter content topics.

Attachments: Page One Original Colors (presented at March 6, 2017 Board Workshop)  
Page One sample layouts (4 Options)



Reverse osmosis array

### USD CONSIDERS

## THE FUTURE OF RECYCLED WATER

California’s continuing drought has increased public awareness of recycled water as a long-term alternative to traditional water sources and a solution to future droughts.

Most wastewater treatment plants, including USD’s, treat wastewater to a level that meets water quality standards that ensure their discharges are safe for the environment. Recycled (or reclaimed) water is wastewater treated to a very high level of quality using methods such as microfiltration, sand filtration, or reverse osmosis.

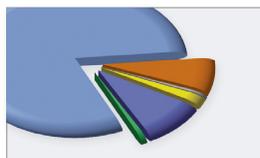
Some Bay Area agencies already have facilities to treat a portion of their wastewater at these higher levels.

Providing higher levels of treatment would require new infrastructure and expansion of USD’s treatment plant. The costs of these facilities are estimated to be nearly \$100 million to treat approximately 50% of the wastewater received each day at USD’s plant. This would equal a one-time charge of over \$1,000 for each property owner in our service area, not including ongoing operations and maintenance costs. Although the District values the benefits of recycled water, the costs to provide this service and their impact to our rate payers must be considered.

USD is always looking for opportunities to beneficially reuse this resource. The District is currently partnering with Alameda County Water District to evaluate the feasibility of using recycled water for groundwater recharge, which would require the highest level of treatment. The possibility of implementing a smaller scale, more cost-effective treatment option to offer customers reclaimed water during the dry season is also under consideration. USD continues to search for avenues to help our community save water in cost-effective ways.



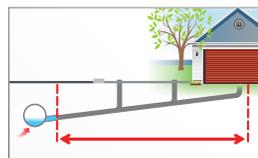
Trenchless Pipe Relining Page 2



Budget in Brief Page 3



Did You Know? Page 3



Sewer Lateral Page 4

From 3/6/17 Workshop

One more feature Page



Reverse osmosis array

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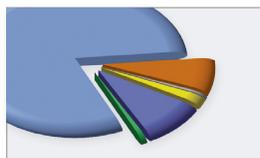
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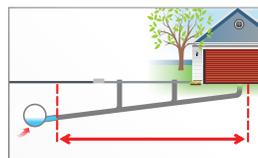
Trenchless Pipe Relining Page 2



Budget in Brief Page 3



Did You Know? Page 3



Sewer Lateral Page 4



One more feature Page



Reverse osmosis array

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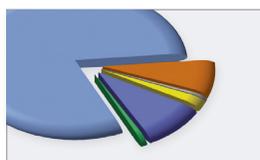
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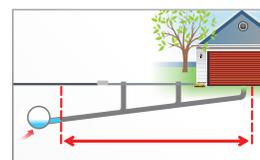
Trenchless Pipe Relining Page 2



Budget in Brief Page 3



Did You Know? Page 3



Sewer Lateral Page 4



One more feature Page



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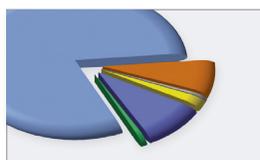
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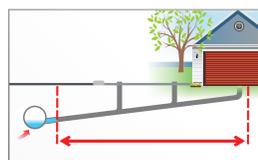
Trenchless Sewer Repair Page 2



Budget in Brief Page 3



Did You Know? Page 3



Sewer Lateral Page 4



One more feature Page



Reverse osmosis array

### USD CONSIDERS

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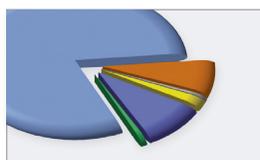
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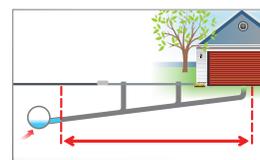
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Did You Know? Page 3



Sewer Lateral Page 4



One more feature Page



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Manny Fernandez  
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Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** April 10, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Pamela Arends-King, Business Services Manager/CFO  
Laurie Brenner, Finance & Acquisition Services Team Coach

**SUBJECT:** Agenda Item No. 10 - Meeting of April 10, 2017  
**Proposed Changes to the District Vision and Mission Statement**

**Recommendation**

Full Board review and approval of final (DRAFT) language changes proposed in the District Vision and Mission Statements.

**Background**

The Executive Team reviews the District's Vision and Mission Statement on an annual basis during strategic planning activities. Due to the changing nature of the water and wastewater industry, that team proposed the addition of language reflecting the District's desire to increase beneficial resource recovery and reuse activities to minimize our impacts on the environment in FY16.

Since that time, the internal stakeholders (Executive Team, District Teams, Union Leadership, Board Committee, et al) have collaborated via multiple sessions and workshops to develop the attached (new) proposed Vision and Mission Statement for adoption at the District, and agree on the recommendation for Board approval.



## VISION/MISSION STATEMENT

March 22, 2017 revision **DRAFT**

To safely and responsibly collect and treat wastewater, and to recover resources from process waste streams, while protecting human health and improving the environment in a way that benefits the Tri-Cities and all USD stakeholders.

How we continue to accomplish our Vision:

Commitment to safety:

- Continually reviewing our safety program for opportunities to improve
- Focusing on protecting employees and the community in all our activities
- Allocating resources to ensure safe operations (equipment, training, staff)
- Collaboratively promoting a safe work environment

Responsibility:

- Being accountable for our actions and decisions
- Being fiscally prudent
- Maintaining and upgrading infrastructure
- Anticipating and meeting future District and stakeholder needs
- Compliance with laws and regulations (local, state, federal)
- Effective asset management
- Effective use of technology
- Looking for innovative ways to reduce or reuse our waste streams

Collect, treat, and recover/reuse wastewater:

- Providing capacity in the collection system and plant
- Regulating connections
- Increasing efforts for resource recovery (biogas, biosolids, etc.)
- Exploring ways to maximize water reclamation and reuse potential

Human health and environmental stewardship

- Preventing sewer spills and back-ups
- Limiting health risks through treatment of wastewater
- Responding to emergencies
- Enhancing water quality in the San Francisco Bay estuary
- Meeting or exceeding all water and air quality standards
- Promoting pollution prevention and pretreatment through outreach and educational programs
- Maximizing use of green energy sources when feasible
- Working towards energy neutrality



## VISION/MISSION STATEMENT

March 22, 2017 revision **DRAFT**

We benefit our stakeholders by:

- Community**
  - Complying with all local, state, and federal regulations, protecting the environment and controlling odors
  - Communicating with the public and bringing awareness about wastewater issues
  - Responding to emergencies and providing mutual aid
  - Participating in community outreach activities
  - Contributing to the wastewater treatment profession by participating in professional associations, partnering with other agencies and organizations, and sharing best practices
  - Working cooperatively with cities and other government agencies
  
- Customer**
  - Providing award-winning, reliable service
  - Being fiscally responsible and cost effective, and providing value
  - Promptly responding to customers' needs
  - Being professional and courteous
  - Proactively and creatively meeting customer needs
  - Supporting businesses through permitting, education and by providing capacity
  
- Employees**
  - Providing a safe work environment
  - Recognizing employee contributions
  - Encouraging cooperation and collaboration
  - Demonstrating equality and fairness
  - Valuing employee input, and offering opportunities for involvement and creativity
  - Providing training and resources
  - Providing competitive wages and benefits in a stable work environment
  - Communicating and sharing information openly and honestly



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** April 10, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
James Schofield, Manager, Collection Services

**SUBJECT:** Agenda Item No. 11 - Meeting of April 10, 2017  
**FY 2017 Vehicle and Equipment Expenditure Adjustment**

**Recommendation**

Authorize staff to purchase a Truck-mounted mini-jetter in the amount of \$186,935

**Background**

Funds for the acquisition of a truck mounted mini-jetter were included in the FY17 operating budget. The budgeted amount for this equipment was estimated at the time to be \$160,700. This piece of equipment is one of two pieces of equipment (truck mounted mini-jetter & hydro jet) that will replace a hydro-jet vacuum unit that has exceeded its useful life.

In 1994 the District purchased its first hydro-jet vacuum unit. The hydro-jet vacuum unit allowed staff to vacuum debris without the use of a long handled shovel or making an entry into the sewer system. Since the initial purchase, the hydro-jet vacuum units have been replaced in-kind.

Prior to following past practice and purchasing another hydro-jet vacuum unit, staff took the time to re-evaluate its cleaning processes to see if a hydro-jet vacuum unit was still the best tool for the job.

Staff concluded that these two pieces of equipment will increase productivity by adding a second piece of equipment in the field.

While these units are smaller, they still can clean most our sewer lines effectively by using pumps that operate at higher pressures and less water. They also provide more maneuverability in some of the District's more isolated easements and building complexes with limited access.

**Purchase Process**

This vehicle is being purchased under the competitively-bid contract administered by the National Joint Powers Alliance (NJPA). NJPA is a not-for-profit cooperative contract management organization that serves public agencies by issuing bid solicitations and managing contracts of suppliers for a wide variety of goods and services.

Most public agencies qualify to participate in the contracts that are a result of a competitive bidding process, and pricing is therefore deemed fair and reasonable.

**Policy Requirement**

The NJPA price for this vehicle is \$186,935 which exceeds the approved budget by more than 15% (15.7%). The District has never purchase or specified equipment like this before. During the last budget cycle, estimates were made based on configurations similar to what other agencies have ordered. However, when the actual vehicle was specified, a few upgrades were added (i.e. larger hose reel, increased output jet pump with sound attenuation to reduce noise nuisance). These additions increased the cost of the initial estimate. Staff is requesting that additional funds be approved to purchase this piece of equipment.

## Truck Mounted Jetter



## Existing Hydro-Jet Vacuum Unit





**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** April 10, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
James Schofield, Manager, Collection Services

**SUBJECT:** Agenda Item No.12 - Meeting of April 10, 2017  
Information Item: Hydro Jetter Purchase (previously approved June 27, 2016)

**Recommendation**

Information Only

**Background**

The District is scheduled to issue a Purchase Order to Municipal Maintenance Equipment to purchase one Hydro Jetter. The total contract amount is \$273,918, which is \$51,161 less than the budgeted amount.

Funds for the acquisition of this new equipment were included in the FY17 operating budget approved on 6/27/16. The budgeted amount is \$325,079.

In 1994 the District purchased its first hydro-jet vacuum unit. The hydro-jet vacuum unit allowed staff to vacuum debris without the use of a long handled shovel or making an entry into the sewer system. Since the initial purchase, the hydro-jet vacuum units have been replaced in-kind.

Prior to following past practice and purchasing another hydro-jet vacuum unit, staff took the time to re-evaluate its cleaning processes to see if a hydro-jet vacuum unit was still the best tool for the job.

Having these two pieces of equipment will increase productivity by adding a second piece of cleaning equipment in the field.

While these units are smaller, they still can clean the majority of our sewer lines effectively by using pumps that operate at higher pressures and use less water. They also provide more maneuverability in some of the District's more isolated easements and building complexes with limited access.

Purchasing the two alternative pieces of equipment will also result in a significant savings. Combined cost for both the hydro-jetter & truck mounted mini-jet is \$460,853. Estimated cost to purchase the combination hydro-jet vacuum unit is \$526,754.

The Purchase Order was issued with pricing offered under the competitively-bid contract administered by the National Joint Powers Alliance (NJPA). NJPA is a not-for-profit cooperative contract management organization that serves public agencies by issuing bid solicitations and managing contracts of suppliers for a wide variety of goods and services. Most public agencies qualify to participate in the contracts that are a result of a competitive bidding process, and pricing is therefore deemed fair and reasonable.

## Hydro Jetter



## Truck Mounted Jetter



## Existing Hydro-Jet Vacuum Unit





**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** March 30, 2017

**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  
Alex Paredes, Environmental Programs Coordinator

**SUBJECT:** Agenda Item No. 13 - Meeting of April 10, 2017  
Information Item: **Certificates of Merit to Union Sanitary District's Class I Permitted Industries**

**Recommendation**

Information only.

**Background**

The Certificates of Merit presentation is an annual event that is held to recognize industries that have exceeded the requirements of their wastewater discharge permits during the prior calendar year and that have demonstrated their continued commitment to protecting the environment. In addition, the certificates recognize industries that have consistently complied with and implemented pollution prevention measures, maintained a cooperative relationship with the District and demonstrated continuing awareness and understanding of environmental issues and requirements.

The District has invited representatives from twenty-eight (28) Significant Industrial Users (SIUs) with Class I Wastewater Discharge Permits, to receive Certificates of Merit on May 4, 2017 at 3:00 p.m. at the District offices. District staff commends these twenty-eight SIU's for their excellent performance during 2016 and the Board of Directors is invited to attend this presentation and congratulate the Certificate of Merit recipients for a job well done.

Companies receiving the Certificates of Merit are:

**City of Fremont** (24 of 28 IUs)

Amphenol NovaSensor  
Applied Thin-Film Products  
Bay Area Circuits  
Boehringer Ingelheim Fremont, Inc.  
Clean Sciences Technology LLC  
Compugraphics USA, Inc.  
Enablence USA Components, Inc.  
Finisar Corporation  
Global Plating, Inc.  
Kaiser Permanente Hospital - Fremont  
Lam Research Corporation (CA03/CA3E)  
Lam Research Corporation CA 30  
Materion Brush, Inc.  
Microwave Technology, Inc.  
NeoPhotonics Corporation  
Nitinol Devices & Components, Inc. #1  
Pantronix Corporation  
Quality Transport, Inc./Truck Rail Handling, Inc.  
Quantum Clean #2  
Sanmina Corporation  
Soraa, Inc.  
Tesla Motors, Inc.  
Tri-Cities Recycling and Disposal Facility  
Washington Hospital Healthcare System

**City of Newark** (2 of 3 IUs)

Britech Electropolishing, Inc.  
Matheson Tri-Gas, Inc.

**City of Union City** (2 of 3 SIUs)

Electrochem Solutions, Inc.  
United States Pipe & Foundry Company, LLC

PRE/SEG/MD/AP:av



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** March 20, 2017

**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  
Doug Dattawalker, Environmental Outreach Representative

**SUBJECT:** Agenda Item No. 14 - Meeting of April 10, 2017  
Information Item: **Earth Day 2017**

**Recommendation**

Information Only.

**Background**

On Saturday, April 22, 2017, the District's Environmental Compliance team will participate in the Earth Day event that the City of Fremont and Washington Hospital are hosting. The event will be held at Washington Hospital's Conrad E. Anderson, M.D. Auditorium, at 2500 Mowry Ave, Fremont from 11:00 a.m. to 3:00 p.m.

Environmental Compliance staff will share information with the public related to Pollution Prevention, including the use of less toxic products at home, reducing discharge of grease to the sewers, and proper disposal of mercury-containing devices and unused medications.

Grease scrapers and various handouts related to the reduction of Fats, Oil, and Grease, Integrated Pest Management, and Green Business will be made available to the public at the event. For children, staff will hand out rulers and erasers. Additionally, reusable tote bags and Pollution Prevention Pledge magnets will be given to residents who sign the District's Pollution Prevention Pledge.

The District will be placing an advertisement in the Tri-City Voice announcing the City of Fremont and Washington Hospital's Earth Day celebration. The advertisement will appear in the April 18<sup>th</sup> issue.

PRE/SEG/MD/DD:av

Attachments:

USD's Earth Day Advertisement

City of Fremont and Washington Hospital's Earth Day Advertisement



# Protect Your Bay On Earth Day



## Visit Union Sanitary District's Booth At Fremont's Earth Day Celebration

Saturday, April 22 – 11 a.m. to 3 p.m.  
Washington Hospital – Washington West  
2500 Mowry Avenue

### StopFOG With A FREE Grease Scraper!

Learn how to prevent expensive repairs and protect the environment by keeping Fats, Oil and Grease (FOG) out of your sewer.

### FREE Thermometer Exchange

USD will trade your mercury thermometer for a non-hazardous version at no charge. We will also recycle other mercury-containing devices for you.

For more information, call USD at (510) 477-7637  
or visit [www.unionsanitary.ca.gov](http://www.unionsanitary.ca.gov)

***Protecting The Tri-Cities and San Francisco Bay***



Planet Friendly  
Healthcare

# Let's GO GREEN Together 2017!



Join us as we celebrate Earth Day!  
A day to increase environmental and climate literacy

**Saturday, April 22, 2017 • 11 a.m. to 3 p.m.**

Conrad E. Anderson, MD, Auditorium, 2500 Mowry Ave. (Washington West), Fremont

### FREE residential drop-off:



- > Syringes and needles (in approved containers)
- > Confidential document shredding
- > Disposal of unused, unwanted medications
- > Mercury thermometer exchange
- > Donate eyeglasses



**Fun for the kids!**



### For children:

- > Bike Rodeo
- > Eco-tainment
- > Face painting
- > Earth Day art
- > Games & activities



### For families:

- > Free basic bike tune-ups
- > Free bicycle valet parking
- > Food trucks



### For everyone, learn about:

- > Recycling & waste reduction
- > Saving energy at home
- > Local sustainability program
- > Eco-friendly gardening & composting
- > Healthy eating & healthy produce

### Event Sponsors



[www.whhs.com/green](http://www.whhs.com/green) • [www.Fremont.gov/earthday](http://www.Fremont.gov/earthday)



**Directors**  
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Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** April 3, 2017

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Michelle Powell, Communications and Intergovernmental Relations  
Coordinator

**SUBJECT:** Agenda Item No. 15 - Meeting of April 10, 2017  
Information Item: **Review and Provide Input on a Draft Presentation to City  
Councils**

**Recommendation**

Review and provide input on a draft presentation to City Councils.

**Background**

It has been the District’s practice to provide periodic updates regarding USD’s current and upcoming activities to the City Councils of Fremont, Newark, and Union City. Staff has scheduled presentations as follows:

Thursday, April 27, 2017	City of Newark	7:30 p.m.
Tuesday, May 2, 2017	City of Fremont	7:00 p.m.
Tuesday, May 9, 2017	City of Union City	7:00 p.m.

Due to busy council agendas, the District is requested to keep presentations brief in order to leave time for questions. Staff has developed a draft presentation for the Board’s review and comment. A PDF copy of the draft presentation will be sent to the Board prior to this meeting.

Staff recommends that the Board review the draft presentation and provide feedback.

**UNION SANITARY DISTRICT  
CHECK REGISTER  
3/18/2017-03/31/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
164010	3/30/2017	155864	CAROLLO ENGINEERS	PLANT SOLIDS SYSTEM/CAPACITY ASSESSMENT	\$36,675.87	\$36,675.87
163982	3/23/2017	8602.1	SYWEST DEVELOPMENT	REFUND # 19744	\$30,000.00	\$30,000.00
164014	3/30/2017	201303534	COVELLO GROUP INC	THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$29,602.88	\$29,602.88
164017	3/30/2017	10150125228	DELL MARKETING LP C/O DELL USA	FY17 Q3 DESKTOPS	\$21,406.53	\$21,406.53
163955	3/23/2017	902999047	EVOQUA WATER TECHNOLOGIES	4,518 GAL HYDROGEN PEROXIDE	\$21,024.06	\$21,024.06
164016	3/30/2017	94806	DEGENKOLB ENGINEERS	SEISMIC STUDY	\$7,210.00	\$17,265.00
	3/30/2017	93972		SEISMIC STUDY	\$10,055.00	
163987	3/23/2017	801727	UNIVAR USA INC	4801 GALS SODIUM HYPOCHLORITE	\$2,115.55	\$17,208.56
	3/23/2017	802286		4801 GALS SODIUM HYPOCHLORITE	\$2,115.55	
	3/23/2017	797002		4800 GALS SODIUM HYPOCHLORITE	\$2,115.10	
	3/23/2017	797165		5002 GALS SODIUM HYPOCHLORITE	\$2,204.11	
	3/23/2017	801590		5001 GALS SODIUM HYPOCHLORITE	\$2,203.67	
	3/23/2017	802128		4848 GALS SODIUM HYPOCHLORITE	\$2,136.25	
	3/23/2017	803070		5002 GALS SODIUM HYPOCHLORITE	\$2,204.11	
	3/23/2017	797037		4798 GALS SODIUM HYPOCHLORITE	\$2,114.22	
164046	3/30/2017	23501	RMC WATER AND ENVIRONMENT	PROJECT IMPLEMENTATION MASTER PLAN	\$15,128.40	\$15,242.40
	3/30/2017	23578		FORCE MAIN CONDITION ASSESSMENT	\$114.00	
163940	3/23/2017	13991	AMS CONSULTING	PLANT PAVEMENT CONDITION ASSESSMENT	\$15,186.00	\$15,186.00

**UNION SANITARY DISTRICT  
CHECK REGISTER  
3/18/2017-03/31/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163969	3/23/2017	164931	MANSFIELD OIL CO OF GAINSVILLE	5997 GALLONS ULSD CARB DYED DIESEL	\$13,168.78	\$13,168.78
163947	3/23/2017	211120	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - JANUARY 2017	\$4,862.00	\$12,177.36
	3/23/2017	211121		GENERAL LEGAL/CIP - JANUARY 2017	\$5,284.76	
	3/23/2017	211122		RECORDS RETENTION POLICY - JANUARY 2017	\$2,030.60	
164001	3/30/2017	9193	AMERICAN DISCOUNT SECURITY	08/01/16 - 08/31/16 GUARD AT DISTRICT GATE	\$1,587.00	\$10,522.50
	3/30/2017	9198		01/02/17 - 01/31/17 GUARD AT DISTRICT GATE	\$1,518.00	
	3/30/2017	9194		09/01/16 - 09/30/16 GUARD AT DISTRICT GATE	\$1,552.50	
	3/30/2017	9197		12/01/16 - 12/30/16 GUARD AT DISTRICT GATE	\$1,518.00	
	3/30/2017	9199		02/01/17 - 02/28/17 GUARD AT DISTRICT GATE	\$1,380.00	
	3/30/2017	9196		11/01/16 - 11/30/16 GUARD AT DISTRICT GATE	\$1,518.00	
	3/30/2017	9195		10/03/16 - 10/31/16 GUARD AT DISTRICT GATE	\$1,449.00	
163998	3/30/2017	4071038120170321	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/21/17-BENSON ROAD	\$68.40	\$9,334.07
	3/30/2017	4071037120170322		SERV TO: 03/21/17-BENSON ROAD	\$200.77	
	3/30/2017	4071036120170321		SERV TO: 03/21/17-BENSON ROAD	\$9,064.90	
164056	3/30/2017	3724588	WESTERN ENERGY SYSTEMS	ASTD GENERATOR PARTS	\$8,960.47	\$8,960.47
163935	3/23/2017	66800	3T EQUIPMENT COMPANY INC	2 12" X 48" PIPEPATCH KIT - WINTER	\$1,555.78	\$5,934.81
	3/23/2017	66824		10 8 X 24" PIPEPATCH KITS - WINTER	\$4,379.03	
163967	3/23/2017	17983	JENSEN INSTRUMENT COMPANY	1 RADAR LEVEL TRANSMITTER	\$5,541.67	\$5,541.67
163992	3/23/2017	2031612	WEST YOST ASSOCIATES	SLUDGE DEGRITTER SYSTEM	\$5,476.25	\$5,476.25

**UNION SANITARY DISTRICT  
CHECK REGISTER  
3/18/2017-03/31/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163945	3/23/2017	707466	BRENNTAG PACIFIC, INC.	5128 LBS SODIUM HYDROXIDE	\$2,658.98	\$5,317.96
	3/23/2017	707467		5128 LBS SODIUM HYDROXIDE	\$2,658.98	
163953	3/23/2017	8602	DYER TRIANGLE, LLC	REFUND # 19745	\$4,385.00	\$4,385.00
163989	3/23/2017	866765	VALLEY OIL COMPANY	1426 GALS DYED DIESEL	\$3,716.70	\$4,360.52
	3/23/2017	37805		ASTD GREASE & OIL	\$643.82	
164053	3/30/2017	803892	UNIVAR USA INC	4799 GALS SODIUM HYPOCHLORITE	\$2,114.67	\$4,318.78
	3/30/2017	803992		5002 GALS SODIUM HYPOCHLORITE	\$2,204.11	
164042	3/30/2017	1119429	POLYDYNE INC	43,100 LBS CLARIFLOC WE-539	\$4,067.99	\$4,067.99
164009	3/30/2017	30545	CALIFORNIA WATER TECHNOLOGIES	44,600 LBS FERROUS CHLORIDE	\$3,839.36	\$3,839.36
163942	3/23/2017	9300386	AT&T	SERV: 01/20/17 - 02/19/17	\$3,564.25	\$3,786.36
	3/23/2017	9300384		SERV: 01/20/17 - 02/19/17	\$19.66	
	3/23/2017	9300408		SERV: 01/20/17 - 02/19/17	\$202.45	
163938	3/23/2017	5155516	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$132.66	\$3,371.47
	3/23/2017	5157986		1 LEESON MOTOR	\$436.81	
	3/23/2017	5158044		ASTD PARTS & MATERIALS	\$145.92	
	3/23/2017	5158449		ASTD PARTS & MATERIALS	\$699.26	
	3/23/2017	5157993		ASTD PARTS & MATERIALS	\$192.06	
	3/23/2017	5158152		ASTD PARTS & MATERIALS	\$738.27	
	3/23/2017	5158267		REPLACEMENT TOOL FOR EMPLOYEES PERSONAL TOOLS	\$1,026.49	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
3/18/2017-03/31/2017**

<b>Check No.</b>	<b>Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Amt</b>	<b>Check Amt</b>
164036	3/30/2017	20158839	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$62.64	\$3,313.89
	3/30/2017	20097265		ASTD PARTS & MATERIALS	\$1,569.96	
	3/30/2017	17581225		ASTD PARTS & MATERIALS	\$347.28	
	3/30/2017	21159604		ASTD PARTS & MATERIALS	\$87.04	
	3/30/2017	20025167		1 STAIR TREAD NOSING	\$50.53	
	3/30/2017	20898389		4 STEEL DRUMS	\$525.24	
	3/30/2017	17415267		21 STRUT CHANNEL SHELF BRACKETS	\$395.76	
	3/30/2017	20287860		6 STAIR TREAD NOSING	\$275.44	
164039	3/30/2017	8025	OVERTON MOORE PROPERTIES	REFUND # 19790	\$3,300.00	\$3,300.00
163994	3/23/2017	27055	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$1,329.10	\$3,184.50
	3/23/2017	27150		LABOR & EMPLOYMENT LAW FEES	\$1,855.40	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
3/18/2017-03/31/2017**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163959	3/23/2017	9361822555	GRAINGER INC	2 HOSE REELS	\$470.34	\$3,124.63
	3/23/2017	9355597064		20 BOXES DISPOSABLE GLOVES	\$309.50	
	3/23/2017	9360498233		2 SPRAY NOZZLES	\$83.54	
	3/23/2017	9362006158		ASTD PARTS & MATERIALS	\$208.05	
	3/23/2017	9355597072		ASTD PARTS & MATERIALS	\$1,497.19	
	3/23/2017	9362899768		1 TOOL POUCH	\$40.45	
	3/23/2017	9355593964		2 MINI LEVER CHAIN HOIST	\$464.58	
	3/23/2017	9357057489		1 TOOL POUCH	\$40.45	
	3/23/2017	9362346968		20 COIN CELL BATTERIES	\$4.18	
	3/23/2017	9354905607		2 PLUG IN CFL - NON-DIMMABLE	\$6.35	
163941	3/23/2017	7009919657	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD PARTS & MATERIALS	\$720.57	\$3,020.71
	3/23/2017	7009960030		ODOR SCRUBBER 11 SHEAVES AND BEARINGS	\$2,300.14	
164022	3/30/2017	4194632	FISHER SCIENTIFIC	MOISTURE ANALYZER; OHAUS, MB120	\$2,958.31	\$2,958.31
163975	3/23/2017	29595462	PAN PACIFIC SUPPLY COMPANY	1 SPLIT SEAL KIT	\$2,522.25	\$2,522.25
163960	3/23/2017	1763793	HANSON AGGREGATES INC	12.37 TONS 1/2 MED TYPE A AC-R	\$927.16	\$2,493.24
	3/23/2017	1765512		10.64 TONS 1/2 MED TYPE A AC-R	\$798.64	
	3/23/2017	1764740		10.22 TONS 1/2 MED TYPE A AC-R	\$767.44	
163997	3/30/2017	66724	AIR & TOOL ENGINEERING COMPANY	1 WALK BEHIND SAW BLADES	\$2,469.38	\$2,469.38

**UNION SANITARY DISTRICT  
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<b>Check No.</b>	<b>Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Amt</b>	<b>Check Amt</b>
163974	3/23/2017	XCTZ01U	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES MARCH 2017	\$1,365.00	\$2,280.00
	3/23/2017	XCTZ01V		WEED ABATEMENT WORK MARCH 2017	\$915.00	
163978	3/23/2017	23510	RMC WATER AND ENVIRONMENT	FORCE MAIN CONDITION ASSESSMENT	\$2,158.00	\$2,158.00
164007	3/30/2017	709736	BRENNTAG PACIFIC, INC.	1282 LBS SODIUM HYDROXIDE	\$664.74	\$1,994.24
	3/30/2017	709735		2564 LBS SODIUM HYDROXIDE	\$1,329.50	
163983	3/23/2017	20165107	TELEDYNE ISCO INC	1 WAS SAMPLER POWER SUPPLY	\$516.14	\$1,993.38
	3/23/2017	20164191		5 ISCO SAMPLER NICKEL-CADMIUM BATTERY	\$1,477.24	
163996	3/30/2017	66831	3T EQUIPMENT COMPANY INC	2 15 X 48" PIPEPATCH KITS - WINTER	\$1,908.49	\$1,908.49
163979	3/23/2017	7660859400	RS HUGHES CO INC	ASTD PPE	\$1,692.27	\$1,825.95
	3/23/2017	7660859402		ASTD PPE	\$133.68	
164004	3/30/2017	75342	BAILEY FENCE CO INC	REPAIR OLD NPS PLANT	\$1,783.00	\$1,783.00
164033	3/30/2017	1425A	KEN GRADY CO INC	3 PUMP STATION MSA O2 SENSORS	\$1,731.80	\$1,731.80
164028	3/30/2017	1768020	HANSON AGGREGATES INC	10.30 TONS 1/2 MED TYPE A AC-R	\$773.38	\$1,687.91
	3/30/2017	1768496		12.20 TONS 1/2 MED TYPE A AC-R	\$914.53	
164027	3/30/2017	9369793279	GRAINGER INC	3 SPOOLS BUILDING WIRE	\$751.38	\$1,683.63
	3/30/2017	9364356148		2 HOSE REELS	\$392.59	
	3/30/2017	9369793261		1 RATCHET CABLE CUTTER	\$440.39	
	3/30/2017	9366537539		2 PACKS CABLE TIES	\$57.56	
	3/30/2017	9368652997		2 ETHERNET CABLES	\$41.71	

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163952	3/23/2017	20170225	DALE HARDWARE INC	02/17 - ASTD PARTS & MATERIALS	\$1,650.37	\$1,650.37
163988	3/23/2017	20170303	US POSTAL SERVICE	PO BOX FEE - 1 YEAR	\$1,560.00	\$1,560.00
163999	3/30/2017	5158786	ALL INDUSTRIAL ELECTRIC SUPPLY	MISC PARTS & MATERIALS	\$682.78	\$1,542.74
	3/30/2017	5157656		ASTD TOOLS	\$859.96	
163964	3/23/2017	1045303	INDUSTRIAL SAFETY SUPPLY	5 ASTD CAL GAS	\$1,522.96	\$1,522.96
164054	3/30/2017	37670	VALLEY OIL COMPANY	2 DRUMS AW 46 AND 1 DRUM XLD 15/40	\$1,437.23	\$1,437.23
163966	3/23/2017	NMU1494	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - FEB 2017	\$1,104.28	\$1,430.22
	3/23/2017	NML1505		OFF-SITE STORAGE AND SERVICE - FEB 2017	\$325.94	
163971	3/23/2017	19210847	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$751.60	\$1,399.19
	3/23/2017	15271186		1 SPOOL BARE COPPER BLDG WIRE	\$232.85	
	3/23/2017	19150583		ASTD PARTS & MATERIALS	\$28.49	
	3/23/2017	19000652		ASTD PARTS & MATERIALS	\$50.82	
	3/23/2017	18896479		ASTD PARTS & MATERIALS	\$94.03	
	3/23/2017	19011430		2 STRUT CHANNEL, SOLID	\$205.59	
	3/23/2017	18733996		1 EAST-TO-WELD 4130 ALLOY STEEL ROUND TUBE	\$35.81	
163991	3/23/2017	38270	WECO INDUSTRIES LLC	3 CABLE ASSY CAMERA TRACTOR PARTS	\$794.53	\$1,349.95
	3/23/2017	38190		ASTD TRACTOR CAMERA PARTS	\$555.42	
163939	3/23/2017	20170210	AMAZON.COM LLC	02/17 - ASTD OFFICE SUPPLIES	\$1,268.24	\$1,268.24
164019	3/30/2017	117499	EMBARCADERO TECHNOLOGIES, INC.	ER STUDIO RENEWAL	\$1,253.00	\$1,253.00

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163973	3/23/2017	24002449	MOTION INDUSTRIES INC	LUBRICANTS	\$62.75	\$1,246.17
	3/23/2017	24001860		1 NBU-15 40GR 14.4 OZ CART - LUBRICANTS/ADHESIVES	\$198.63	
	3/23/2017	24003187		4 BEARINGS	\$984.79	
163968	3/23/2017	14104	LOOKINGPOINT INC	ANNUAL SUPPORT FOR PHONE AND NETWORK - MAR 2017	\$1,225.00	\$1,225.00
163946	3/23/2017	91184	BRUCE BARTON PUMP SERVICE INC	SUMP PUMP	\$1,114.51	\$1,114.51
164026	3/30/2017	20170327	MICHAEL GILL	EXP REMIB: SSL CERTIFICATES FOR GODADDY	\$1,109.94	\$1,109.94
164052	3/30/2017	40	UNION CITY CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL MAR 2017 - MAR 2018	\$1,080.00	\$1,080.00
164041	3/30/2017	20170323	ALEXANDER PAREDES	TRAVEL RIEMB: NACWA CONF REGISTRATION & AIRFARE	\$1,039.88	\$1,039.88
163977	3/23/2017	317410	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$704.60	\$1,013.27
	3/23/2017	317412		4 HYDROPHOBIC PROBES	\$181.09	
	3/23/2017	317411		ASTD PARTS & MATERIALS	\$127.58	
164003	3/30/2017	1372	AUTOMATED NETWORK CONTROLS	MIGRATE MBE DRIVER TO IGS AND CLEANUP BAD TAGS	\$1,000.00	\$1,000.00
163949	3/23/2017	20170228	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$975.20	\$975.20
164049	3/30/2017	1772830003	SAN LEANDRO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	\$140.32	\$749.03
	3/30/2017	1772830004		ELECTRICAL SUPPLIES	\$442.02	
	3/30/2017	1771506004		ELECTRICAL SUPPLIES	\$166.69	
164055	3/30/2017	8047873390	VWR INTERNATIONAL LLC	1 GAL BUFFER PH	\$35.49	\$743.09
	3/30/2017	8047854159		10 PK FILTER GLASS FIBR	\$625.58	
	3/30/2017	8047849269		1 CS WEIGHING DISHES	\$82.02	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
164023	3/30/2017	9957	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: FEB 2017 DAILY MAIL/2 BOARDMEMBER DELIVER	\$725.00	\$725.00
164047	3/30/2017	1322504	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$687.46	\$687.46
163981	3/23/2017	1771506002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$186.95	\$657.01
	3/23/2017	1771506003		ASTD ELECTRICAL SUPPLIES	\$470.06	
164035	3/30/2017	81722	MAAS BROTHERS INC.	SANDBLAST ODOR SCRUBBERS	\$650.00	\$650.00
164029	3/30/2017	3K6349	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$644.04	\$644.04
163980	3/23/2017	530592	SAFECHECKS	3000 AP CHECK STOCK	\$619.52	\$619.52
164043	3/30/2017	9820	RED WING SHOE STORE	SAFETY SHOES: M. GIL & C. FERNANDEZ	\$404.59	\$612.59
	3/30/2017	6169		SAFETY SHOES: W. COGGINS	\$208.00	
164032	3/30/2017	1044981	INDUSTRIAL SAFETY SUPPLY	ASTD CALIBRATION GASES	\$284.05	\$600.60
	3/30/2017	1045709		ASTD CALIBRATION GASES	\$600.60	
	3/30/2017	1044678		CREDIT FOR CALIBRATION GASES ON INV 1044981	\$-284.05	
163963	3/23/2017	602438067	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$595.93	\$595.93
163936	3/23/2017	9943380551	AIRGAS NCN	CYLINDER RENTAL	\$584.94	\$584.94
163972	3/23/2017	170349	METROMOBILE COMMUNICATIONS INC	ANNUAL RADIO SERVICE - MAR 2017	\$582.75	\$582.75
163937	3/23/2017	170201079	AIRTECH MECHANICAL INC	HVAC CONTRACT - FMC BUILDINGS AND BOYCE	\$540.00	\$540.00
163957	3/23/2017	1083875635	G&K SERVICES CO	UNIFORM LAUNDERING & RUGS	\$252.52	\$536.44
	3/23/2017	1083875636		UNIFORM LAUNDERING SERVICE	\$267.65	
	3/23/2017	1083875637		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$16.27	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
164037	3/30/2017	641421438	METTLER-TOLEDO INC	ANNUAL CALIBRATION SERVICE FOR LAB	\$531.36	\$531.36
163986	3/23/2017	8271	THE EXPERT PLUMBER	REFUND # 19771	\$500.00	\$500.00
164038	3/30/2017	8775	SARASWATHY NARAYAN	REFUND # 19789	\$500.00	\$500.00
164057	3/30/2017	8922	Z & Z PLUMBING	REFUND # 19780	\$500.00	\$500.00
164025	3/30/2017	1083878361	G&K SERVICES CO	UNIFORM LAUNDERING & RUGS	\$238.17	\$495.75
	3/30/2017	1083878362		UNIFORM LAUNDERING SERVICE	\$241.31	
	3/30/2017	1083878363		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$16.27	
163984	3/23/2017	884439010	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - MARCH	\$494.74	\$494.74
163961	3/23/2017	3K5886	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS & ADHESIVES	\$486.24	\$486.24
163948	3/23/2017	4021544495	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$446.69	\$446.69
164015	3/30/2017	274810	CURTIS & TOMPKINS, LTD	2 LAB SAMPLE ANALYSIS	\$90.00	\$445.00
	3/30/2017	274626		8 LAB SAMPLE ANALYSIS	\$115.00	
	3/30/2017	274617		8 LAB SAMPLE ANALYSIS	\$240.00	
163993	3/23/2017	3720503	WESTERN ENERGY SYSTEMS	ASTD GENERATOR PARTS	\$440.99	\$440.99
164006	3/30/2017	11808690	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$67.65	\$440.10
	3/30/2017	11807200		ASTD OFFICE SUPPLIES	\$71.60	
	3/30/2017	11802690		ASTD OFFICE SUPPLIES	\$237.02	
	3/30/2017	11789460		ASTD OFFICE SUPPLIES	\$63.83	
164012	3/30/2017	58789	CITYLEAF INC	PLANT MAINTENANCE - MAR 2017	\$431.86	\$431.86

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
163954	3/23/2017	8805	EAST BAY MUNI UTILITY DISTRICT	8 LAB SAMPLE ANALYSIS	\$400.00	\$400.00
164000	3/30/2017	7031285	ALPHA ANALYTICAL LABORATORIES	22 LAB SAMPLE ANALYSIS	\$345.00	\$400.00
	3/30/2017	7031284		2 LAB SAMPLE ANALYSIS	\$55.00	
163944	3/23/2017	11783670	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$130.30	\$396.51
	3/23/2017	11784090		ASTD OFFICE SUPPLIES	\$246.22	
	3/23/2017	11755292		ASTD OFFICE SUPPLIES	\$19.99	
164051	3/30/2017	89203	TRI-SIGNAL INTEGRATION INC	FIRE ALARM SYSTEM SERVICE	\$374.77	\$374.77
164048	3/30/2017	85340220170322	SAN FRANCISCO WATER DEPT	SERVICE 02/17/17 TO 03/21/17	\$370.46	\$370.46
164013	3/30/2017	89118	COPYMAT OF NEWARK/FREMONT	300 SETS COPIES	\$305.51	\$305.51
164050	3/30/2017	180295617	TRENCH PLATE RENTAL COMPANY	REPAIR OWNED SHORE	\$45.00	\$295.00
	3/30/2017	180279817		COMPETENT TRENCH SHORING CLASS - 2 EMPLOYEES	\$250.00	
163976	3/23/2017	128922	PREFERRED ALLIANCE INC	FEBRUARY 2017 SERVICE FEE	\$277.20	\$277.20
163965	3/23/2017	180436	INTERNATIONAL PAINT LLC	ASTD PAINT SUPPLIES	\$252.27	\$252.27
163995	3/23/2017	20170321	WILSON WONG	EXP REIMB: SAFETY SHOES	\$208.00	\$208.00
164005	3/30/2017	20043100	BECK'S SHOES	SAFETY SHOES: P. NELSON	\$208.00	\$208.00
163943	3/23/2017	20009600	BECK'S SHOES	SAFETY SHOES: T. VINING	\$185.70	\$185.70
163951	3/23/2017	20170316	CWEA	MEMBERSHIP DUES: A. HERNANDEZ	\$172.00	\$172.00
164008	3/30/2017	2079532	CALIFORNIA SURVEYING DRAFTING	PLOTTER REPAIR	\$163.23	\$163.23

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163990	3/23/2017	8047765920	VWR INTERNATIONAL LLC	1 BRUCINE-SULFANILIC ACID - 16OZ	\$54.24	\$137.33
	3/23/2017	8047733705		1 PK HYDROGEN SULFUR DETECTOR TUBES	\$83.09	
163956	3/23/2017	1116377	FASTENAL	ASTD PARTS & MATERIALS	\$119.52	\$119.52
164020	3/30/2017	227291	ENVIRONMENTAL PRODUCTS & ACCES	1 BALL VALVE FOR VACTOR TRUCKS	\$115.12	\$115.12
164002	3/30/2017	7009987364	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD PARTS & MATERIALS	\$111.91	\$111.91
163962	3/23/2017	24901	HAYWARD PIPE AND SUPPLY	1 2" 125/200 BRS THRD SWING CHECK	\$34.82	\$100.33
	3/23/2017	24859		ASTD PARTS & MATERIALS	\$65.51	
164045	3/30/2017	318008	RKI INSTRUMENTS INC	1 OS-BM2 OXYGEN	\$98.78	\$98.78
164044	3/30/2017	86996	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE APRIL 2017	\$97.90	\$97.90
163985	3/23/2017	20170320	KAROLINE TERRAZAS	EXP REIMB: MILEAGE TO SACRAMENTO FOR CAMTASIA TRNG	\$86.68	\$86.68
163970	3/23/2017	77845459	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - FEB 2017	\$78.12	\$78.12
164030	3/30/2017	24809	HAYWARD PIPE AND SUPPLY	2 6" X CL S40 A53 GAL TBE NIP	\$77.31	\$77.31
164034	3/30/2017	20170327	MATTHEW LUBINA	EXP REIMB: SAFETY SHOE INSOLES	\$64.99	\$64.99
163950	3/23/2017	7845	CONSTRUCTION ZONE LLC, THE	ELECTRIC VEHICLE PARKING LOT SIGNS	\$63.11	\$63.11
164024	3/30/2017	116526433	FREMONT URGENT CARE CENTER	1 DOT PHYSICAL	\$61.00	\$61.00
164018	3/30/2017	615320170318	DISH NETWORK	APR 2017 - SERVICE FEE	\$55.90	\$55.90
164011	3/30/2017	432346	CHEMETRICS INC	2 TESTING SUPPLIES	\$46.75	\$46.75
164031	3/30/2017	861892	HAYWARD WATER SYSTEM	WATER SERV 1/09/17 - 03/09/17	\$32.95	\$32.95
164040	3/30/2017	224720170323	PACIFIC GAS AND ELECTRIC	SERV TO 03/22/17 CS TRAINING TRAILER	\$26.69	\$26.69

**UNION SANITARY DISTRICT  
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164021	3/30/2017	1116426	FASTENAL	ASTD PARTS & MATERIALS	\$20.55	\$20.55
163958	3/23/2017	82867	GORILLA METALS	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$18.57	\$18.57

**Invoices:**

<b>Credit Memos :</b>	<b>1</b>	<b>-284.05</b>
<b>\$0 - \$1,000 :</b>	<b>145</b>	<b>45,580.16</b>
<b>\$1,000 - \$10,000 :</b>	<b>64</b>	<b>160,945.49</b>
<b>\$10,000 - \$100,000 :</b>	<b>9</b>	<b>192,247.52</b>
<b>Over \$100,000 :</b>	<b>0</b>	
<b>Total:</b>	<b>219</b>	<b>398,489.12</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>62</b>	<b>22,638.49</b>
<b>\$1,000 - \$10,000 :</b>	<b>49</b>	<b>136,370.69</b>
<b>\$10,000 - \$100,000 :</b>	<b>12</b>	<b>239,479.94</b>
<b>Over \$100,000 :</b>		
<b>Total:</b>	<b>123</b>	<b>398,489.12</b>

# 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. Notice of Significant Violator

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:

03/10/2017

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

Dated: March 16, 2017



Public Notice Advertising Clerk

Legal No. 0005915903

#### Public Notice

FOR IMMEDIATE RELEASE: UNION SANITARY DISTRICT  
5072 BENSON ROAD  
UNION CITY, CA 94587  
CONTACT: SAMI GHOSSAIN  
(510) 477-7600

#### NOTICE OF SIGNIFICANT VIOLATOR

Notice is hereby given that, pursuant to the requirements of 40 CFR Section 403.8 (f)(2)(viii) of the General Pretreatment Regulations for New and Existing Sources, the Union Sanitary District (USD) is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Non-Compliance (SNC) with EPA Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.03 requirements at any time during the 2016 calendar year.

The following discharger to Union Sanitary District's treatment plant had a significant violation during 2016:

Intematix Corporation  
46410 Fremont Blvd.  
Fremont, CA

Routine compliance sampling of Intematix Corporation between April 12 and April 13, 2016 detected a Fluoride concentration of 25 mg/L, which is in excess of the allowable Federal Monthly Average limit of 18 mg/L at the designated Categorical Pretreatment sample location. Intematix Corporation was issued Notice of Violation N16-007, which required it to determine the cause of the violation and take immediate action to prevent a reoccurrence. In addition, it was also required to perform additional self-monitoring to confirm its compliance status. Intematix Corporation was also issued an Administrative Penalty, which has been paid. Intematix Corporation was classified as Significant Non-Compliance (SNC) for exceeding the Fluoride Technical Review Criteria (TRC) monthly limit during the Second Evaluation Period of 2016 (January-June) in accordance with 40 CFR 403.8 (f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(i) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH.)

AR #5915903; March 10, 2017

Proof of Publication for Intematix Corporation as Significant Violator in 2016. This matter was presented as an information item at the February 27, 2017, Board Meeting.

# Wastewater should be recognized as a valuable resource, UN says on World Water Day

22 March 2017 – In a world where the demand for water continues to grow and the resource is finite, a new United Nations report argues that wastewater, discarded into the environment every day, once treated, can help meet the needs for freshwater as well as for raw materials for energy and agriculture.

Needless to mention, treating wastewater and removing pollutants can also remarkably reduce the impact on the environment as well as on health.

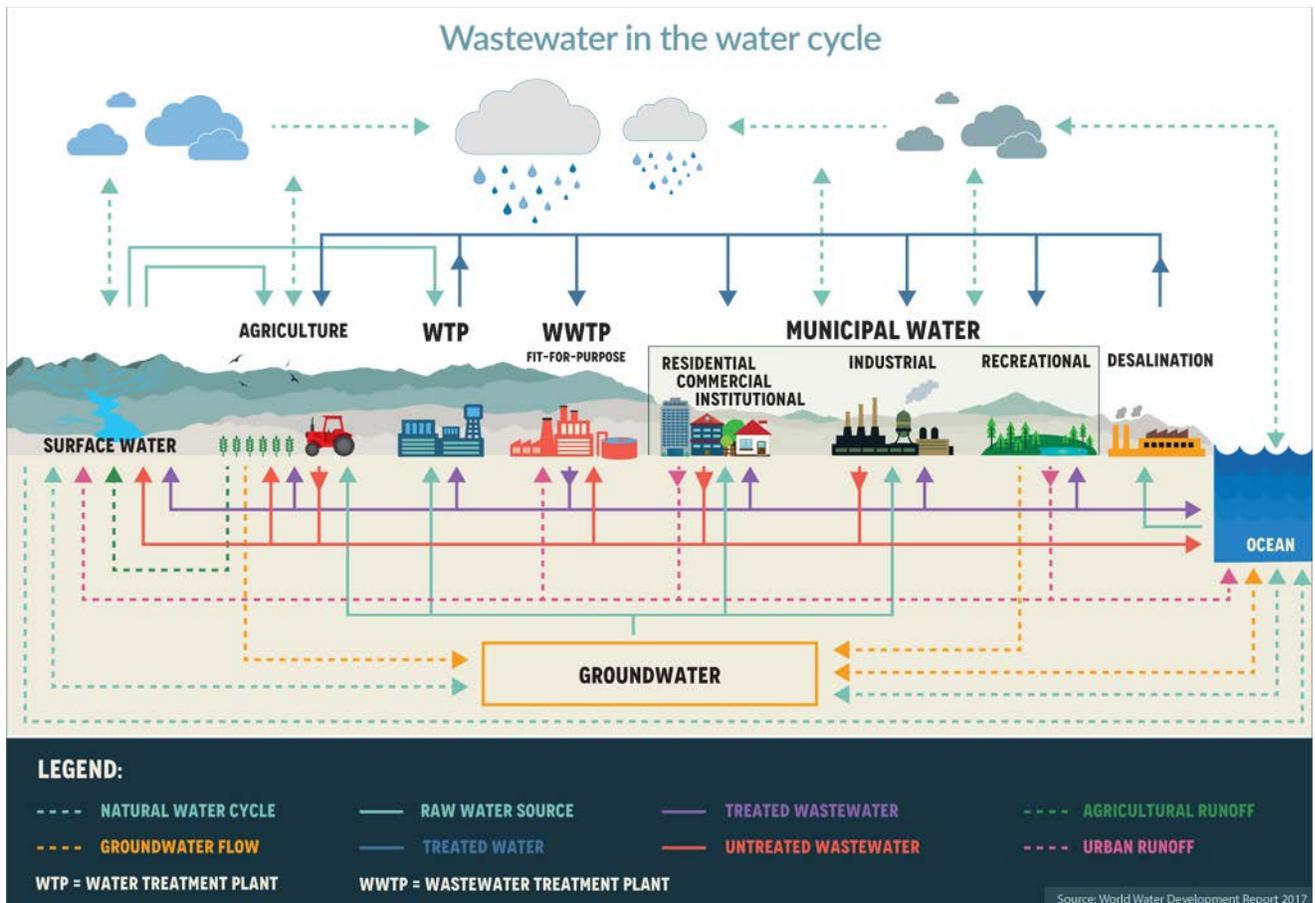
“Improved wastewater management is as much about reducing pollution at the source, as removing contaminants from wastewater flows, reusing reclaimed water and recovering useful by-products [as it is about increasing] social acceptance of the use of wastewater,” noted Irina Bokova, the Director-General of the UN Educational, Scientific and Cultural Organization (UNESCO) Director-General in her foreword to the *World Water Development Report 2017 – Wastewater: An untapped resource*.

The report, launched today in Durban, South Africa, on the occasion of [World Water Day](#), also highlights that improved management of wastewater is essential in achieving the [2030 Agenda](#) for Sustainable Development.

“It’s all about carefully managing and recycling the water that runs through our homes, factories, farms and cities,” said Guy Ryder, the Director-General of the UN International Labour Organization (ILO) and the Chair of UN-Water, urging for reducing and safely reusing more wastewater.

“Everyone can do their bit to achieve the Sustainable Development Goal target to halve the proportion of untreated wastewater and increase safe water reuse by 2030.”

Sustainable Development Goal 6 (SDG6) has specific targets on halving the proportion of untreated wastewater and substantially increasing recycling and safe reuse globally (target 6.3) as well as supporting countries in wastewater treatment, recycling and reuse technologies (target 6.a).



### ***Health and environmental dimension – particularly stark for low-income countries***

The report also revealed that low-income countries are particularly impacted by the release of waste water into the environment without being either treated or collected, where, on average, only 8 per cent of domestic and industrial wastewater is treated, compared to 70 per cent in high-income countries.

As a result, in many regions of the world, water contaminated by bacteria, nitrates, phosphates and solvents is discharged into rivers and lakes ending up in the oceans, with negative consequences for the environment and public health.

For instance, in Latin America, Asia and Africa, pollution from pathogens from human and animal excreta affects almost one third of rivers, endangering the lives of millions of people.

Furthermore, growing awareness on the presence of hormones, antibiotics, steroids and endocrine disruptors in wastewater poses a new set of complexities as their impact on the environment and health have yet to be fully understood.

These set of challenges underscore the need for urgent action on collection, treatment and safe use of wastewater.

### ***Wastewater as a source of raw materials***

In addition to providing a safe alternative source for freshwater, wastewater is also a potential source of raw materials, noted the report.

Owing to developments in treatment techniques, certain nutrients, like phosphorus and nitrates, can now be recovered from sewage and sludge and turned into fertilizer. It is estimated that nearly 22 per cent of the global demand for phosphorus (a depleting mineral resource) can be met by treating human urine and excrement.

### **Use of treated wastewater has long been practised by astronauts, such as those on the International Space Station who have been reusing the same recycled water for over 16 years**

Similarly, organic substances contained in wastewater can be used to produce biogas, which could power wastewater treatment facilities as well as contribute to energy needs of local communities.

In addition, use of treated wastewater is growing for agricultural irrigation. At least 50 countries around the globe are now using treated wastewater for this purpose, accounting for an estimated 10 per cent of all irrigated land.

Lastly, the report also mentioned that treated wastewater can augment drinking water supplies, although this is still a marginal practice. Cities such as Singapore, San Diego (United States), and Windhoek (Namibia) have been treating wastewater to supplement drinking water reserves.

A great example is use of treated wastewater, long practised by astronauts, such as those on the International Space Station who have been reusing the same recycled water for over 16 years.