



BOARD MEETING AGENDA
Monday, May 14, 2018
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.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approve Minutes of the Regular Meeting of April 23, 2018.

- Motion 5. Approve Minutes of the Special Meeting of April 26, 2018.

- Presentation 6. Presentation of Ceremonial Resolutions Honoring Union Sanitary District's Centennial.

- Board to Take a Recess for a Reception in Honor of
Union Sanitary District's Centennial**
*Please join us for a reception in the Boardroom.
(approximately 15 minutes)*

7. Written Communications.

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

- Motion 9. Consider Approval of Settlement Agreement and Mutual Release by and Among Union Sanitary District, Western Energy Systems, a division of Penn Power Group, LLC, and GE Distributed Power Inc.

- Motion 10. Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VI from Southwest Pipelines & Trenchless Corp. and Authorize Recordation of a Notice of Completion *(to be reviewed by the Engineering and Information Technology Committee)*.

- Motion 11. Authorize the General Manager to Execute an Agreement with the City of Hayward to Allow Temporary Out of Area Sewer Service for the Bay Area Rapid Transit *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Information 12. Status of Priority 1 Capital Improvement Program Projects *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 13. Third Quarter Report on the Capital Improvement Program for FY18 *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 14. East Bay Regional Communication System Authority (EBRCSA) *(to be reviewed by the Legal/Community Affairs Committee)*.
-
- Information 15. Castro Valley Private Sewer Lateral Program.
-
- Information 16. Report on the East Bay Dischargers Authority (EBDA) Meeting of April 19, 2018.
-
- Information 17. Check Register.
-
- Information 18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Engineering and Information Technology Committee – Thursday, May 10, 2018, at 9:15 a.m.
 - Director Fernandez and Director Kite
 - b. Legal/Community Affairs Committee – Friday, May 11, 2018, at 11:00 a.m.
 - Director Handley and Director Lathi
 - c. Budget & Finance Committee – will not meet.
 - d. Legislative Committee – will not meet.
 - e. Audit Committee – will not meet.
 - f. Personnel Committee – will not meet.
-
- Information 19. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
-
20. 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.
-
21. Adjournment – The Board will adjourn to a Special Meeting on Monday, June 4, 2018, at 7:00 p.m.
-
22. Adjournment – The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, June 11, 2018, 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

**ENGINEERING & INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Fernandez and Director Kite

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

AGENDA

Thursday, May 10, 2018

9:15 A.M.

Karen W. Murphy
Attorney

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

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR KITE FROM THE EXTERIOR OF
35040 NEWARK BOULEVARD, NEWARK, CALIFORNIA.**

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Regular Board meeting of May 14, 2018:
 - Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VI from Southwest Pipelines & Trenchless Corp. and Authorize Recordation of a Notice of Completion
 - Status of Priority 1 Capital Improvement Program Projects
 - Third Quarter Report on the Capital Improvement Program for FY18

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



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Friday, May 11, 2018
11:00 a.m.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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

Karen W. Murphy
Attorney

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR HANDLEY AND DIRECTOR LATHI
FROM 43225 MISSION BOULEVARD, FREMONT, CALIFORNIA**

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Regular Board meeting of May 14, 2018:
 - Authorize the General Manager to Execute an Agreement with the City of Hayward to Allow Temporary Out of Area Sewer Service for the Bay Area Rapid Transit
 - East Bay Regional Communication System Authority (EBRCSA)_____
5. Adjournment

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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.

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 23, 2018**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Paul Eldredge, General Manager
Karen Murphy, District Counsel
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment and Disposal Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Laurie Brenner, Business Services Coach
Doug Dattawalker, Environmental Compliance Outreach Representative
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Alice Johnson, League of Women Voters
Roelle Balan, Tri-City Voice Newspaper
Rich Curry

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF APRIL 9, 2018

It was moved by Director Toy, seconded by Secretary Fernandez, to approve the Minutes of the Regular Meeting of April 9, 2018. Motion carried unanimously.

MARCH 2018 MONTHLY OPERATIONS REPORT

General Manager Eldredge provided details regarding two odor reports, and an overview of the March 2018 Monthly Operations Report included in the Board meeting packet. Business Services Coach Brenner provided an overview of the March 2018 financial reports.

WRITTEN COMMUNICATIONS

The Board received a letter from former USD Director Lindsay Roberts sending her regrets that she would not be able to attend the Centennial Open House.

ORAL COMMUNICATIONS

Retired Union Sanitary District General Manager Rich Curry reflected on his career at USD, and congratulated the District on celebrating 100 years of service.

SELECT BOARD MEMBERS TO REPRESENT UNION SANITARY DISTRICT ON EXTERNAL COMMITTEES FOR FISCAL YEAR 2019

General Manager Eldredge stated Policy No. 3070 calls for the Board to annually select representatives and alternates for the four following External Committees: Alameda County Water District Financing Authority, East Bay Dischargers Authority Commission, Alameda County California Special District Association, and Southern Alameda County Geographic Information System. Current Board representatives and alternates for external committees and a table showing Boardmember preferences for external committee assignments were included in the Board meeting packet. Staff recommended the Board select members to serve the FY19 term as USD representatives on the Alameda County Water District Finance Authority, East Bay Dischargers Authority Commission, Alameda County Chapter of the California Special District Association, and the Southern Alameda County Geographic Information System Joint Powers Authority.

It was moved by Director Handley, seconded by Vice President Lathi, to Accept the Following External Committee Assignments for Fiscal Year 2019:

Organization	Representative	Alternate
Alameda County Water District Financing Authority (ACWDFA)	Anjali Lathi	Jennifer Toy
East Bay Dischargers Authority (EBDA) Commission	Tom Handley	Jennifer Toy
Alameda County Special Districts Association (ACSDA)	Pat Kite	Manny Fernandez
Southern Alameda County Geographic Information System (SACGIS)	Manny Fernandez	Jennifer Toy

Motion carried unanimously.

BOARD MEMBER COMPENSATION FOR FISCAL YEAR 2019

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated the Board adopted Ordinance 44 in 2000 which stated that on January 1 of each year Boardmember compensation would be increased by the amount of increase for classified

employees' wages for the year. The Ordinance also provided for the Board to review the compensation prior to it going into effect on January 1. In March of 2018, the Board reviewed and revised Ordinance 44 and Board Policy 3040 to modify the effective date of any increase in Boardmember compensation from January 1 to July 1 to correspond with the District's fiscal year budget cycle. Boardmembers have voted not to increase their meeting stipend since 2003. Staff recommended the Budget & Finance Committee present their recommendation to the Board for consideration.

The Budget & Finance Committee recommended the Board make no changes to its compensation for Fiscal Year 2019.

General Manager Eldredge asked if the Board would like to make any changes to the Board Compensation Survey included in the Board meeting packet. Vice President Lathi requested a review of the agencies included in the survey. The Board agreed by consensus to review the survey at a Board workshop to be scheduled at the end of 2018 or the early part of 2019.

It was moved by Directory Toy, seconded by Secretary Fernandez, to Make No Changes to Board Compensation for Fiscal Year 2019. Motion carried unanimously.

REVIEW AND CONSIDER APPROVAL OF USD VIDEO AND VIRTUAL PLANT TOUR

Environmental Compliance Outreach Representative Dattawalker stated staff developed a video showcasing USD and the treatment plant that is also intended to be used as a virtual tour of the plant. Drafts of the video were presented at the Board meetings held August 14, 2017, September 25, 2017, and November 13, 2017. At the November 13 meeting, the Board requested the volume of the background music be reduced and animation be added to show which stages of treatment were covered in the virtual tour. The changes requested by the Board were incorporated into the final video reviewed by the Board. Staff recommended the Board consider approval of the USD Video and Virtual Plant Tour.

It was moved by Secretary Fernandez, seconded by Director Toy, to Approve the USD Video and Virtual Plant Tour. Motion carried unanimously.

INFORMATION ITEMS:

Cal-Card Quarterly Activity Report

This item was reviewed by the Budget & Finance Committee. Business Services Coach Brenner stated the Fiscal Year 2018 Third Quarter CAL-Card Merchant Spend Analysis includes transactions from the period of January 23, 2018 through March 22, 2018.

Director Handley stated there was a discussion at the Budget & Finance Committee meeting regarding internal controls for Amazon purchases. Business Services Coach Brenner provided an overview of the ordering and approval process for District employees. General Manager Eldredge stated that, one quarter each year, staff will attach a written summary of internal controls to the CAL-Card Quarterly Merchant Activity Report.

Board Expenses for the 3rd Quarter of Fiscal Year 2018

This item was reviewed by the Budget & Finance Committee. There were no comments or questions.

Check Register

There were no comments or questions regarding the check register included in the Board meeting packet.

COMMITTEE MEETING REPORTS:

The Legal/Community Affairs Committee met. The Budget & Finance Committee meeting was canceled, and individual briefings were held with Directors.

GENERAL MANAGER’S REPORT:

General Manager Eldredge reported the following:

- § General Manager Eldredge attended the Alameda County Water District (ACWD) groundbreaking ceremony for the Rubber Dam No. 3 Fishway Construction.
- § The ACWD Board presented a plaque in recognition of USD’s Centennial to Director Handley and Director Lathi at its meeting held April 10, 2018.
- § General Manager Eldredge reviewed the EBDA transport pipeline inspection and condition assessment that was presented at the April 19, 2018, EBDA Commission meeting.

OTHER BUSINESS:

Vice President Lathi stated she attended the April 10, 2018, ACWD Board meeting, and stated she enjoyed the oral history presented by ACWD Director Sethy.

Director Handley stated he attended the April 10, 2018, ACWD Board meeting.

President Kite stated she will attend the Oro Loma Sanitary District Open House to be held May 5, 2018.

ADJOURNMENT:

The meeting was adjourned at 8:00 p.m. to a Special Meeting in the Alvarado Conference Room on Thursday, April 26, 2018, at 6:00 p.m.

The Board will then adjourn to the next Board Meeting in the Boardroom on Monday, May 14, 2018, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY

MANNY FERNANDEZ

BOARD CLERK

SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 14th day of May 2018

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 26, 2018**

CALL TO ORDER

President Kite called the special meeting to order at 6:00 p.m.

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Gene Boucher, Human Resources Manager
Leah Castella, District Special Counsel

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge and Human Resources Manager Boucher presented information regarding the Fabrication, Maintenance, and Construction/Information Technology Management Job Descriptions.

CLOSED SESSION

The Board adjourned to a Closed Session to confer with legal counsel as follows:

Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential case

The Board reconvened to Open Session. President Kite stated there was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 7:15 p.m. to the next Regular Board Meeting in the Boardroom on Monday, May 14, 2018, at 7:00 p.m.

SUBMITTED:

ATTEST:

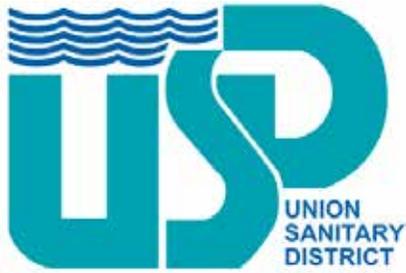
REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 14th day of May, 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: May 14, 2018

MEMO TO: Board of Directors - Union Sanitary District

FROM: Karen Murphy, General Counsel
J. Leah Castella, Assistant General Counsel

SUBJECT: Agenda Item No. 9 - Meeting of May 14, 2018
Consider a Resolution to Approve the Settlement Agreement and Mutual Release by and among Union Sanitary District, Western Energy Systems, & GE Distributed Power, Inc. ("Agreement").

Recommendation

Staff recommends the Board approve the Agreement.

Background

On April 25, 2016, one of the District's GE Jenbacher gas-fired ("Cogen") engines failed. Since then, the District has reached a proposed settlement for damages incurred as a result of that failure with Western Energy and GE. The terms of the settlement are as follows:

- Cancellation of all bills related to COGEN 1 failure and direct costs incurred by USD as a result of the failure (\$319,437);
- Waiver of the DIA.NE.XT system upgrade costs for COGEN 1 (\$53,300); and
- Discount the DIA.NE.XT upgrade costs for Cogen 2 (\$21,500).

Attachments: Settlement Agreement and Exhibit A to the Settlement Agreement.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into as of May 14, 2018 (“Effective Date”) by and among UNION SANITARY DISTRICT, a Sanitary District organized and existing under the laws of the State of California and operating within Alameda County, CA (“USD”), WESTERN ENERGY SYSTEMS, a division of PENN POWER GROUP, LLC, a Pennsylvania limited liability company authorized to do business in California and an office at 499 Nibus Street, Brea, CA (“WES”) and GE DISTRIBUTED POWER INC., a Delaware corporation with a place of business at 11330 Clay Road, Houston, TX (“GE”). USD, WES AND GE are sometimes individually referred to as a “Party”, and collectively as the “Parties.”

WHEREAS, in 2013 USD entered into a contract with D.W. Nicholson (“Prime Contractor”) for the construction of a dual-fuel internal combustion engine cogeneration system and biogas conditioning system at USD’s wastewater treatment plant in Alameda County, CA (the “Project”). As part of the Project, Prime Contractor installed two cogeneration engines consisting of two GE Jenbacher Model JGS 412 engines and other related components which were supplied to Prime Contractor by WES, an authorized distributor and service partner of GE and its affiliates, pursuant to a separate agreement and accompanied by the limited warranty of GE, the manufacturer of the engines; and

WHEREAS, WES delivered the two engines specified for the Project on or about November 4, 2013, one bearing serial number **1089828** (“Cogen 1”) and the second bearing serial number **1089827** (“Cogen 2”). The start-up and commissioning of Cogen 1 and Cogen 2 were completed by WES under the terms of its subcontract with Prime Contractor on November 17, 2013; and

WHEREAS, commencing in 2015 after about 18 months of operation, Cogen 1 experienced operational problems and shutdowns due to alleged defects and deficiencies for which USD sought repair and/or replacement remedies from WES under the terms of the manufacturer’s warranty covering Cogen 1. On May 15, 2016, Cogen 1 suffered a catastrophic failure. WES assessed the failure and subsequently repaired Cogen 1 and submitted the cost of such repairs to GE for warranty coverage, which coverage was denied by GE based upon its evaluation of the cause of the failure, and WES invoiced USD for the cost of failure analysis and repairs to Cogen 1;

WHEREAS, USD disputes the position of GE and WES with respect to the cause of Cogen 1 failure and has asserted, through counsel, by letter dated August 28, 2017, that it intends to pursue claims against GE, WES, and/or others for (1) “Products Liability – Manufacturing Defect” (against GE and/or others), (2) “Products Liability – Design Defect” (against GE, WES, and/or others), (3) “Negligence” (against GE, WES, and/or others), (4) “Breach of Implied-In-Fact Contract” (against WES, and/or others), and/or other claims through which it will seek alleged damages including the cost of repairs and costs and expenses related to equipment downtime (collectively, all such actual or potential claims are hereinafter referred to as the “Cogen 1 Claims”);

WHEREAS, GE and WES dispute the validity of the Cogen 1 Claims; and

WHEREAS, the Parties desire to fully and finally resolve, settle and release (i) any and all the claims of USD due to alleged defects and deficiencies in Cogen 1, including the Cogen 1 Claims and/or any other claims arising out of alleged losses due to operational downtime and related costs and expenses of USD in connection with the Cogen 1; (ii) the claims of WES for parts and services provided and invoiced to USD to repair Cogen 1 prior to the Effective Date of this Agreement for which WES has not been paid by USD nor reimbursed by GE under the terms of its distributor agreement with GE; and (iii) any obligations of GE with respect to the claims of USD and WES applicable to Cogen 1 and the Cogen 1 Claims through the date of this Agreement;

NOW, THEREFORE, in consideration of the promises, undertakings and covenants contained or contemplated herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged by each of the Parties, and intending to be legally bound hereby, the Parties agree as follows:

1. Incorporation: The foregoing recitals and any Exhibits attached hereto are incorporated by reference herein and made a part of this Agreement.

2. Consideration and Terms of Settlement. Upon execution of this Agreement, GE and WES agree to provide the following consideration to compromise and settle the Cogen 1 Claims:

(a) Cancellation of WES Invoices and Credits. GE and WES agree to credit the sum of \$319,437 against all outstanding invoices of WES to USD related to repairs to Cogen 1, which total \$301,143. The remaining \$18,294 shall be applied as a credit for amounts due to WES for control system upgrades to Cogen 2 as provided under subsection (b) of this Section 2; and

(b) Cogen Control System Upgrades. GE and WES agree to provide an upgrade to the Dia.NE engine control system on Cogen 1 for no charge and the same upgrade to the Dia.NE control system on Cogen 2 for a discounted WES charge of \$31,800 minus the credit identified in Section 2(a) of \$18,294 for a total cost to USD of \$13,506 as detailed on **Exhibit A, attached**. USD agrees to provide GE and WES access to its facility to commence such upgrades of Cogen 1 and Cogen 2 within sixty (60) days of USD providing the notice to proceed with this work. For purposes of planning and scheduling it is anticipated this notice to proceed shall be given in October/November of 2018.

3. Release By WES and GE: Effective and conditioned upon the execution of this Agreement, WES and GE and their respective affiliates, parents, subsidiaries, insurers, sureties, officers, directors, shareholders, managers, members, partners, employees, agents, representatives, successors and assigns (collectively, "WES/GE Releasers"), fully and forever unconditionally release, remise, discharge and acquit USD and its insurers, sureties, officers, directors, managers, employees, agents, representatives, successors and assigns (collectively, "USD Releasees"), of and from any and all disputes, claims, liens, demands, actions, causes of action, lawsuits, judgments, damages, charges, accounts, costs, interest, penalties, attorneys' fees

and/or expenses of any kind or nature, whether known or unknown, whether arising at law or in equity or otherwise, whether direct or consequential, whether matured or unmatured, whether now existing or which may hereinafter arise, which any of the WES/GE Releasors had, has, might have or might ever claim to have against any of the USD Releasees arising out of or relating in any way to any labor, materials, equipment and/or services furnished by or on behalf of WES and/or GE to USD through the Effective Date relating to the Cogen 1 Claims. Both WES and GE represent that it has not sold, assigned, granted, conveyed or transferred to any other person or entity any claim against USD released in this Paragraph.

4. Release By USD: Effective and conditioned upon the execution of this Agreement and providing the consideration to USD described in Section 2, USD, and its insurers, sureties, officers, directors, managers, employees, agents, representatives, successors, assigns and any other person or governmental entity that may have a right to claim through USD (collectively, “USD Releasors”), fully and forever unconditionally release, remise, discharge and acquit WES and GE, and their respective affiliates, parents, subsidiaries, insurers, sureties, officers, directors, shareholders, managers, members, partners, employees, agents, representatives, successors and assigns (collectively, “WES/GE Releasees”), of and from any and all disputes, claims, liens, demands, actions, causes of action, lawsuits, judgments, damages, charges, accounts, costs, interest, penalties, attorneys’ fees and/or expenses of any kind or nature, whether known or unknown, whether arising at law or in equity or otherwise, whether direct or consequential, whether matured or unmatured, whether now existing or which may hereinafter arise, which any of the USD Releasors had, has, might have or might ever claim to have against any of the WES/GE Releasees arising out of or relating in any way to the Cogen 1 Claims including without limitation any claims arising under any statutory or common law theory, under California law or the law or any other jurisdiction, of products liability, negligence, or any other statutory or common law theory of liability relating to the Cogen 1 Claims. USD represents that it has not sold, assigned, granted, conveyed or transferred to any other person or entity any claim or damage released in this Paragraph.

5. Civil Code Section 1542: The Parties each represent that as to the subject matters being released in this Agreement, they are not aware of any claims other than the claims that are released by this Agreement. In addition, the Parties each acknowledge and understand that, as a condition of this Agreement, the Parties each expressly release all rights and claims that they may not know about as to the subject matters being released, including a waiver of all rights under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR.

The Parties, being aware of said Code section, each agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

6. Confidentiality and Non-Disclosure: The Parties agree that the terms of this Agreement shall remain confidential, and shall not be communicated directly or indirectly to any third person or entity, except (i) as necessary to inform the Parties' respective lenders, accountants, attorneys, financial advisors and/or affiliated companies, (ii) to comply with a court order, subpoena or other legal process, (iii) in connection with an action or proceeding involving this Agreement (or any of the Purchase Orders and contracts referred to in Section 2), (iv) to individual employees of the Parties to fulfill the purposes of this Agreement, and/or (v) as otherwise required by applicable law, including but not limited to the California Public Records Act and the Ralph M. Brown Act.

7. Non-Disparagement. The Parties agree that in addition to maintaining the confidentiality of this Agreement pursuant to Section 5, that they will not make any disparaging statements or representations, either directly or indirectly through their respective affiliates, agents, representatives, employees, managers, officers or directors, whether orally or in writing, by word or gesture, to any person whatsoever, about the other. For purposes of this Paragraph, a "disparaging statement or representation" is any communication that would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the Party to whom the communication relates, including such Party's affiliates, agents, representative, employees, managers, officer or directors.

8. Compromise Settlement. This Agreement compromises and settles disputed claims, and neither the execution of this Agreement nor any actions taken pursuant to this Agreement shall be deemed or construed as an admission of fault or liability by any Party to any other Party or to any other person or entity, and any alleged fault or liability is expressly denied and disclaimed. Rather, this Agreement and the consideration provided and accepted is solely to resolve the Cogen 1 Claims.

9. Costs: Except as set forth in this Agreement, each Party shall be responsible for its respective attorneys' fees, costs and expenses.

10. Choice of Law & Forum: This Agreement shall be governed by and construed in accordance with the law of the State of California, excluding conflicts of laws principles that might refer construction, interpretation or enforcement of this Agreement to the substantive law of another jurisdiction.

11. Acknowledgement/Interpretation/Severability/Modification/Binding Effect: The Parties each acknowledge that they have carefully read this Agreement, know and understand all of the provisions hereof, have executed the same freely and voluntarily, with the advice of counsel. The Parties agree that the terms of this Agreement shall be interpreted and construed as if jointly prepared by all Parties and shall therefore not be construed in favor of one Party against the other. In the event that any provision of this Agreement should be held to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be deemed not to be a part of this Agreement. This Agreement may only be modified or amended by an agreement in writing signed by all Parties. The Parties hereby

agree that the terms of this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective affiliates, parents, subsidiaries, representatives, officers, directors, shareholders, members, managers, employees, agents, successors and assigns.

12. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original and together shall be deemed one agreement. Signatures obtained electronically or by facsimile, PDF and/or email will be treated as valid for all purposes.

13. Authorized Signatory: The signatories below warrant and represent that they are duly authorized to execute this Agreement on behalf of their respective Party.

14. Entire Agreement: This Agreement, as well as **Exhibit A**, and other agreements and contracts referred to in Section 2, supersede any and all preexisting or contemporaneous agreements and understandings between the Parties relating to the subject matter hereof, and constitute the full, complete and only understanding and agreement between the Parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

UNION SANITARY DISTRICT

GE DISTRIBUTED POWER, INC.

By: _____
(Signature)

(Print)

(Title)

By: _____
(Signature)

(Print)

(Title)

**WESTERN ENERGY SYSTEMS,
a division of PENN POWER GROUP, LLC**

By: _____
(Signature)

(Print)

(Title)

Exhibit A to
Settlement Agreement and Mutual Release (the "Agreement")

1. Project Name: USD Control System Upgrades for Cogen 1 and Cogen 2 per the Agreement
 Address: 5072 Benson Road, Union City, CA 94587
 City, State, Zip Code: Union City, CA 94587-2508
 USD Contact: Scott Martin, scottm@unionsanitary.ca.gov, (510) 477-7576
 WES Contact: Matthew Niezgorski, MNiezgorski@weesys.com, (949) 243-5177

2. Type Equipment:	<u>Unit #</u>	<u>Model</u>	<u>Serial #</u>
	Cogen 1	JGS-412	1236327
	Cogen 2	JGS-412	1089827

3. Definition of project and Scope of Supply:

1. Control system conversion, modification and upgrade for Cogen 1 and Cogen 2 to Dia.ne XT4 utilizing existing Dia.ne XT switch cabinet. The "Scope of Supply" is:

2.

- Replacement of DIA.NE XT3 panel by DIA.NE XT4 controller
- Reconnection of all existing bus interfaces
- Removal of obsolete DIA.NE WIN server.
- Ignition system upgrade in case of ignition system older than IC 920/IC 100
- 1-Year free subscription for myPlant 2.0 Connect and Protect
- OEM Documentation Upgrade
- Re-commissioning engine

This Scope of Supply includes hardware, installation and commissioning of two (2) XT4 lite upgrades. Existing plc hardware will be utilized. Discounted pricing for Cogen 2 requires both units to be installed and commissioned consecutively.

Subject to attached General Terms and Conditions – Service Work. Additional work not included in the above Scope of Supply is excluded, but will be quoted and provided subject to mutual agreement of USD and WES.

All work shall commence within 60 days of USD providing the notice to proceed. All work to make the new panels operational shall be completed within fourteen (14) calendar days and the operational test shall commence immediately thereafter and will be deemed successful if the engines and upgraded panels perform to GE specifications. Re-commissioning of the engines will not be deemed complete until the operational test according to GE testing protocols is completed. If adjustments or modifications are required prior to the successful conclusion of such operational test, the GE testing protocol shall be repeated.

4. Cost to USD:

A. Cogen 1	\$ no charge
B. Cogen 2	\$ 31,800.00 minus \$18,294 credit
Total:	<u>\$ 13,506</u>

5. Payment terms: 50% at Notice to Proceed; Balance at completion. 30 days NET from WES invoice.

GENERAL TERMS AND CONDITIONS - SERVICE WORK

1. INTRODUCTION

These General Terms and Conditions – Service Work (the “Conditions”) shall, unless otherwise agreed in writing, apply to all service work performed in the field (“Service Work”) by any personnel, consultant, agent or representative of **Northeast Energy Systems or Western Energy Systems, divisions of Penn Power Group, LLC** (the “Contractor”) for a customer (“Customer”). Customer acknowledges and agrees the offer of the Contractor to provide Service Work to Customer is subject to the Conditions and any and all terms, conditions, representations, warranties or covenants set forth in Customer’s acceptance of any offer, purchaser order, acknowledgment form, correspondence or other related document (“Customer Acceptance Forms”) shall be of no force or effect (and shall be deemed automatically rejected despite any action or inaction by the Contractor and/or its consultants, agents or representatives) and shall not become part of the Conditions unless they are specifically accepted in writing by the Contractor (the Conditions, along with any Customer Acceptance Forms in compliance with these Conditions and any forms of acceptance, acknowledgement or confirmation of the Contractor, collectively, a “Contract”). The Conditions form an integral part of the Contractor’s offer to provide Service Work and the performance of Service Work is contingent upon Customer’s acceptance of the Conditions.

2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Customer acknowledges and agrees that: (i) any and all of the Contractor’s intellectual property rights (no matter the form) and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of such intellectual property rights, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws, rules or regulations of any jurisdiction throughout any part of the world (“Contractor’s Intellectual Property Rights”), are the sole and exclusive property of the Contractor or its licensors; (ii) Customer shall not acquire any ownership interest in any of Contractor’s Intellectual Property Rights under the Conditions or otherwise; (iii) any goodwill derived from the use by Customer of Contractor’s Intellectual Property Rights inures to the benefit of the Contractor or its licensors, as the case may be; (iv) if Customer acquires any intellectual property rights in or relating to any Contractor’s Intellectual Property Rights by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to the Contractor or its licensors, as the case may be, without further action by either of the parties; and (v) Customer shall use Contractor’s Intellectual Property Rights only in accordance with the Conditions and the instructions of the Contractor. Any information or data of the Contractor to which Customer has access hereunder, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, is confidential. Customer agrees (i) to hold such information in strict confidence, (ii) to restrict the use of such information to matters relating to the Service Work and the Conditions, and (iii) to restrict access to such information to its personnel whose access is necessary in the implementation of the Service Work. Confidential information will not be reproduced without the Contractor’s prior written consent, and all copies of written information will be returned upon request by the Contractor.

3. PERFORMANCE AND ACCEPTANCE OF WORK

3.1 Customer shall be deemed to have accepted the Service Work performed by the Contractor as being in accordance with the Contract unless Customer has notified the Contractor of any non-conformity within three (10) business days following the a successful recommissioning of the engines. Any date or period for completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service Work.

3.2 If Customer anticipates that the Service Work cannot be commenced as agreed in the Contract due to reasons attributable to Customer, Customer shall notify the Contractor in writing stating the reason and the time when Customer anticipates that the Service Work could commence. The Contractor may by notice require Customer to set a final reasonable time for when the Service Work should commence. Any additional costs related to such delay shall be borne by Customer as per Section 13.

4. WARRANTY

4.1 So long as Customer complies with its obligations under this Section 6, the Contractor shall repair or re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period. So long as Customer complies with its obligations under this Section 4, the Contractor shall use commercially reasonable efforts to assist Customer in making any warranty claims to the applicable manufacturer(s) with regard to any defective Parts which appear during the applicable warranty period. Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims shall be made in writing without delay and not later than ten (10) days following discovery of such defect during the applicable warranty period. Customer shall have the responsibility to establish that its claim is covered by warranty. Upon the Contractor’s request, replaced Parts shall be returned to the Contractor at the Contractor’s cost. Delivery of repairs or re-performance, or replaced or repaired Parts, will be made in accordance with the original Contract delivery terms.

4.2 The warranty period for the Service Work begins on the date of delivery and ends ninety (90) days from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire ninety (90) days following the last day on which the Service Work was re-performed under the warranty. The warranty for re-performed Service Work shall be subject to the same terms, conditions and limitations of liability, as those applicable to the originally-performed Service Work. Under no circumstances shall the warranty period of any Service Work (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in the first sentence of this Section 6.2.

4.3 The Contractor shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by Customer; (2) negligence or willful misconduct of Customer; (3) parts, accessories or attachments other than those supplied as Parts by the Contractor; (4) improper service work, installation or alterations carried out by Customer; (5) normal wear and tear (6) use of unsuitable material or consumables by Customer; (7) fluctuation in the grid; or (8) any use, service or operation of the Parts which is not in conformity with manuals, instructions or specifications provided to the Customer or which is otherwise not in accordance with normal industry practice. The Contractor’s warranty obligation does not include any craneage, electricity, scaffolding, demounting or mounting costs, expenses of the Contractor’s personnel or representatives, taxes and duties, and all such costs and expenses shall be reimbursed by Customer to the Contractor when applicable. If after the Contractor’s warranty investigation it is found that Customer does not have a warranty claim within the scope of these Conditions, then Customer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced parts or other service work.

4.4 THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. THE CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SERVICE WORK OR THE PARTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY FOR WORKMANSHIP, (iii) WARRANTY OF TITLE, (iv) WARRANTY AGAINST NON-CONFORMITY OR DEFECT, OR (v) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR

OTHERWISE; AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE.

4.5 Any warranty set forth in this Section 6 is non-assignable and shall not inure to the benefit of any person or entity other than Customer.

4.6 The Contractor shall not be liable for any work carried out by Customer or by any third party, even though carried out with assistance of the Contractor's personnel. Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by the Contractor.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) ("Losses") relating to or arising out of or resulting from any claim, demand, suit or action of a third party (collectively, "Claims") to the extent such Claims arise out of or result from the indemnifying party's (or any of its Affiliate's or any of their respective agent's, representative's, officer's, director's, manager's, member's or employee's) (i) material breach of the Contract, or (ii) gross negligence or willful misconduct. To the extent any such Losses or Claims arise from any material breach of the Contract or the gross negligence or willful misconduct of a party to the Contract, the obligation to indemnify under this Section 8.1 shall be comparative and the indemnifying party shall not be obligated to indemnify the indemnified party to the extent that such Losses or Claims were caused by any breach of the Contract by the indemnified party or the gross negligence or willful misconduct of the indemnified party.

5.2 In addition to the indemnification obligations under Section 8.2, Customer shall indemnify, defend and hold harmless the Contractor and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all Losses relating to or arising out of or resulting from any Claims to the extent such Claims arise out of or result from any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws, rules or regulations, or the presence, discharge or release of petroleum, oil or other toxic wastes, substances or materials of any kind relating to the Service Work or the Parts.

5.3 If any of the foregoing indemnities in this Section 8 is determined to be void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the fullest indemnity permitted by such law. Except as otherwise expressly provided herein, the indemnities provided herein by the Contractor shall be the exclusive remedy of Customer.

6. CONTRACTOR'S LIABILITY

6.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR, ITS REPRESENTATIVES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONTINGENT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL OR ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, POLLUTION REMEDIATION COSTS, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE PARTS, COSTS FOR ANY ADDITIONAL TESTS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR CONVENIENCE OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

7. REMEDIES; SECURITY AGREEMENT

7.1 If Customer's financial condition at any time does not justify continuation of the Service Work on the agreed terms of payment, then the Contractor may require full or partial payment in advance or shall be entitled to suspend or terminate the Contract. If Customer becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors, under any bankruptcy or insolvency laws, then the Contractor shall be entitled to suspend or terminate the Contract.

8. CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

8.1 Customer shall comply with all laws, rules and regulations applicable at the work site, arising out of the performance of the Service Work.

8.2 Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel.

9. ENVIRONMENTAL, HEALTH AND SAFETY

9.1 Customer shall maintain safe working conditions at the work site, including, without limitation, implementing appropriate procedures regarding arsenic, asbestos, lead or any other waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Service Work provided ("Hazardous Materials") and confined space entry affixing labels or plates containing warnings and/or safety and operation procedures and instructions as required by applicable laws and regulations.

9.2 Customer shall timely advise the Contractor in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site, and of the existence of any Hazardous Materials or other conditions that may affect the Contractor's work or personnel at the work site. Without limiting Customer's responsibilities under this Section 11, the Contractor has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

9.3 If, in the Contractor's reasonable opinion, the health, safety, or security of personnel or the work site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials or unsafe working conditions, the Contractor and his representatives have the same responsibility and authority as Customer to stop the Service Work. The Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the work site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to the Contractor. Customer shall reasonably assist in any such evacuation.

9.4 Operation of Customer's equipment is the responsibility of Customer. The Contractor has no responsibility or liability for the pre-existing condition of Customer's equipment or the work site.

9.5 Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be free of Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives.

9.6 If the Contractor encounters Hazardous Materials in Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Service Work under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Service Work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of the Contractor's Service Work at the work site. Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

10. DUTIES, TAXES AND FEES

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by Customer. If the Contractor is assessed any taxes, interest and/or penalty by any taxing authority related to the provision of the Service Work or the Parts (other than personal property or real estate taxes on property that the Contractor owns or leases, franchise and privilege taxes on the Contractor's business, or taxes based on the Contractor's net income or gross receipts), Customer agrees to reimburse the Contractor for any such taxes, including any interest or penalty assessed thereon.

11. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

The Contractor shall not be liable for any loss, damage, failure, inability and/or delay in delivery or performance or failure to deliver or perform due to the acts of any government; acts of civil or military authority; accidents; fires; wars; acts of terrorism; insurrections; civil disorders; floods; strikes or other labor disturbances epidemics; riots; shortages of fuel or power; breakdowns of machinery; acts of God;; failures in source of supply; or any other cause beyond the control of the Contractor; and the Contractor shall have the right to cancel the performance hereunder or suspend the performance or extend the date of performance hereunder if one or more of such contingencies prevents or delays performance. All reasonable additional costs incurred by the Contractor as a consequence of any such suspension or extension of performance hereunder and any subsequent resumption or completion of the Service Work shall be reimbursed by Customer.

12. MISCELLANEOUS

Customer and Contractor shall comply with all applicable laws, rules and regulations. None of Customer's rights under the Contract shall be assigned or transferred by Customer to any other person or entity, whether by operation of law or otherwise, without the Contractor's prior written approval. The failure of the Contractor to enforce any rights under the Contract shall not constitute a waiver of any such rights or any other rights under the Contract. All of the provisions of the Contract are separate and severable. If any of the provisions of the Contract are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THE CONTRACT. The Contractor and Customer are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for performance, and technical specifications and scope of Service Work to be performed) and the terms and conditions of any software license agreement executed in writing by the Contractor and Customer and pertaining to software or other data provided In connection with the Service Work contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

13. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict of law provisions to the contrary, and all disputes arising under the Contract shall be resolved in accordance with that certain Settlement Agreement and Mutual Release between Contractor and Customer dated as of May 14, 2018.

Exhibit A to
Settlement Agreement and Mutual Release (the "Agreement")

1. Project Name: USD Control System Upgrades for Cogen 1 and Cogen 1 per the Agreement
Address: 5072 Benson Road, Union City, CA 94587
City, State, Zip Code: Union City, CA 94587-2508
USD Contact: Scott Martin, scottm@unionsanitary.ca.gov, (510) 477-7576
WES Contact: Matthew Niezgorski, MNiezgorski@weesys.com, (949) 243-5177

2. Type Equipment:	<u>Unit #</u>	<u>Model</u>	<u>Serial #</u>
	Cogen 1	JGS-412	1236327
	Cogen 2	JGS-4121089827	

3. Definition of project and Scope of Supply:

Control system conversion, modification and upgrade for Cogen 1 and Cogen 2 to Dia.ne XT4 utilizing existing Dia.ne XT switch cabinet. The "Scope of Supply" is:

- Replacement of DIA.NE XT3 panel by DIA.NE XT4 controller
- Reconnection of all existing bus interfaces
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Subject to attached General Terms and Conditions – Service Work. Additional work not included in the above Scope of Supply is excluded, but will be quoted and provided subject to mutual agreement of USD and WES.

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4. Cost to USD:

A. Cogen 1	\$ no charge
B. Cogen 2	\$ 31,800.00 minus \$18,294 credit
Total:	<u>\$ 13,506</u>

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3.3

4. WARRANTY

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4.3 The Contractor shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by Customer; (2) negligence or willful misconduct of Customer; (3) parts, accessories or attachments other than those supplied as Parts by the Contractor; (4) improper service work, installation or alterations carried out by Customer; (5) normal wear and tear (6) use of unsuitable material or consumables by Customer; (7) fluctuation in the grid; or (8) any use, service or operation of the Parts which is not in conformity with manuals, instructions or specifications provided to the Customer or which is otherwise not in accordance with normal industry practice. The Contractor’s warranty obligation does not include any craneage, electricity, scaffolding, demounting or mounting costs, expenses of the Contractor’s personnel or representatives, taxes and duties, and all such costs and expenses shall be reimbursed by Customer to the Contractor when applicable. If after the Contractor’s warranty investigation it is found that Customer does not have a warranty claim within the scope of these Conditions, then Customer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced parts or other service work.

4.4 THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. THE CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SERVICE WORK OR THE PARTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY FOR WORKMANSHIP, (iii) WARRANTY OF TITLE, (iv) WARRANTY AGAINST NON-CONFORMITY OR DEFECT, OR (v) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE.

4.5 Any warranty set forth in this Section 6 is non-assignable and shall not inure to the benefit of any person or entity other than Customer.

4.6 The Contractor shall not be liable for any work carried out by Customer or by any third party, even though carried out with assistance of the Contractor's personnel. Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by the Contractor.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) ("Losses") relating to or arising out of or resulting from any claim, demand, suit or action of a third party (collectively, "Claims") to the extent such Claims arise out of or result from the indemnifying party's (or any of its Affiliate's or any of their respective agent's, representative's, officer's, director's, manager's, member's or employee's) (i) material breach of the Contract, or (ii) gross negligence or willful misconduct. To the extent any such Losses or Claims arise from any material breach of the Contract or the gross negligence or willful misconduct of a party to the Contract, the obligation to indemnify under this Section 8.1 shall be comparative and the indemnifying party shall not be obligated to indemnify the indemnified party to the extent that such Losses or Claims were caused by any breach of the Contract by the indemnified party or the gross negligence or willful misconduct of the indemnified party.

5.2 In addition to the indemnification obligations under Section 8.2, Customer shall indemnify, defend and hold harmless the Contractor and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all Losses relating to or arising out of or resulting from any Claims to the extent such Claims arise out of or result from any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws, rules or regulations, or the presence, discharge or release of petroleum, oil or other toxic wastes, substances or materials of any kind relating to the Service Work or the Parts.

5.3 If any of the foregoing indemnities in this Section 8 is determined to be void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the fullest indemnity permitted by such law. Except as otherwise expressly provided herein, the indemnities provided herein by the Contractor shall be the exclusive remedy of Customer.

6. CONTRACTOR'S LIABILITY

6.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR, ITS REPRESENTATIVES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONTINGENT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL OR ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, POLLUTION REMEDIATION COSTS, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE PARTS. COSTS FOR ANY ADDITIONAL TESTS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR CONVENIENCE OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

7. REMEDIES; SECURITY AGREEMENT

7.1 If Customer's financial condition at any time does not justify continuation of the Service Work on the agreed terms of payment, then the Contractor may require full or partial payment in advance or shall be entitled to suspend or terminate the Contract. If Customer becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors, under any bankruptcy or insolvency laws, then the Contractor shall be entitled to suspend or terminate the Contract.

8. CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

8.1 Customer shall comply with all laws, rules and regulations applicable at the work site, arising out of the performance of the Service Work.

8.2 Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel.

(b) Additional safety measures reasonably requested by the Contractor. In the event Customer is unable or unwilling to provide any such facility or service, the Contractor may, at its option, terminate the Contract without liability to Customer or itself provide such facility or service for the account of Customer.

9. ENVIRONMENTAL, HEALTH AND SAFETY

9.1 Customer shall maintain safe working conditions at the work site, including, without limitation, implementing appropriate procedures regarding arsenic, asbestos, lead or any other waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Service Work provided ("Hazardous Materials") and confined space entry affixing labels or plates containing warnings and/or safety and operation procedures and instructions as required by applicable laws and regulations.

9.2 Customer shall timely advise the Contractor in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site, and of the existence of any Hazardous Materials or other conditions that may affect the Contractor's work or personnel at the work site. Without limiting Customer's responsibilities under this Section 11, the Contractor has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

9.3 If, in the Contractor's reasonable opinion, the health, safety, or security of personnel or the work site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials or unsafe working conditions, the Contractor and his representatives have the same responsibility and authority as Customer to stop the Service Work. The Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the work site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to the Contractor. Customer shall reasonably assist in any such evacuation.

9.4 Operation of Customer's equipment is the responsibility of Customer. The Contractor has no responsibility or liability for the pre-existing condition of Customer's equipment or the work site.

9.5 Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be free of Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives.

9.6 If the Contractor encounters Hazardous Materials in Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Service Work under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Service Work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of the Contractor's Service Work at the work site. Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

10. DUTIES, TAXES AND FEES

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by

Customer. If the Contractor is assessed any taxes, interest and/or penalty by any taxing authority related to the provision of the Service Work or the Parts (other than personal property or real estate taxes on property that the Contractor owns or leases, franchise and privilege taxes on the Contractor's business, or taxes based on the Contractor's net income or gross receipts), Customer agrees to reimburse the Contractor for any such taxes, including any interest or penalty assessed thereon.

11. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

The Contractor shall not be liable for any loss, damage, failure, inability and/or delay in delivery or performance or failure to deliver or perform due to the acts of any government; acts of civil or military authority; accidents; fires; wars; acts of terrorism; insurrections; civil disorders; floods; strikes or other labor disturbances epidemics; riots; shortages of fuel or power; breakdowns of machinery; acts of God;; failures in source of supply; or any other cause beyond the control of the Contractor; and the Contractor shall have the right to cancel the performance hereunder or suspend the performance or extend the date of performance hereunder if one or more of such contingencies prevents or delays performance. All reasonable additional costs incurred by the Contractor as a consequence of any such suspension or extension of performance hereunder and any subsequent resumption or completion of the Service Work shall be reimbursed by Customer.

12. MISCELLANEOUS

Customer and Contractor shall comply with all applicable laws, rules and regulations. None of Customer's rights under the Contract shall be assigned or transferred by Customer to any other person or entity, whether by operation of law or otherwise, without the Contractor's prior written approval. The failure of the Contractor to enforce any rights under the Contract shall not constitute a waiver of any such rights or any other rights under the Contract. All of the provisions of the Contract are separate and severable. If any of the provisions of the Contract are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THE CONTRACT. The Contractor and Customer are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for performance, and technical specifications and scope of Service Work to be performed) and the terms and conditions of any software license agreement executed in writing by the Contractor and Customer and pertaining to software or other data provided in connection with the Service Work contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

13. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict of law provisions to the contrary, and all disputes arising under the Contract shall be resolved in accordance with that certain Settlement Agreement and Mutual Release between Contractor and Customer dated _____



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: May 7, 2018

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 10 – Meeting of May 14, 2018
Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VI from Southwest Pipeline & Trenchless Corp. and Authorize the Recordation of a Notice of Completion

Recommendation

Staff recommends the Board consider a resolution to accept the construction of the Cast Iron/Piping Lining Project – Phase VI (Project) from Southwest Pipeline & Trenchless Corp. (Southwest) and authorize the recordation of a Notice of Completion.

Background

On July 24, 2017, the Board awarded the construction contract for the Project in the amount of \$242,109 to Southwest. The purpose of the Project was to rehabilitate existing gravity sewer mains that had been identified through the District's routine television inspection program and the basin masterplan condition assessments as having structural defects by installing cured-in-place (CIPP) liners. The Project was designed by staff who also provided construction management and inspection services. The Project included the rehabilitation of ten (10) sewer mains in the cities of Fremont and Union City. The locations of the repairs are shown in Figure 1.

Construction Contract

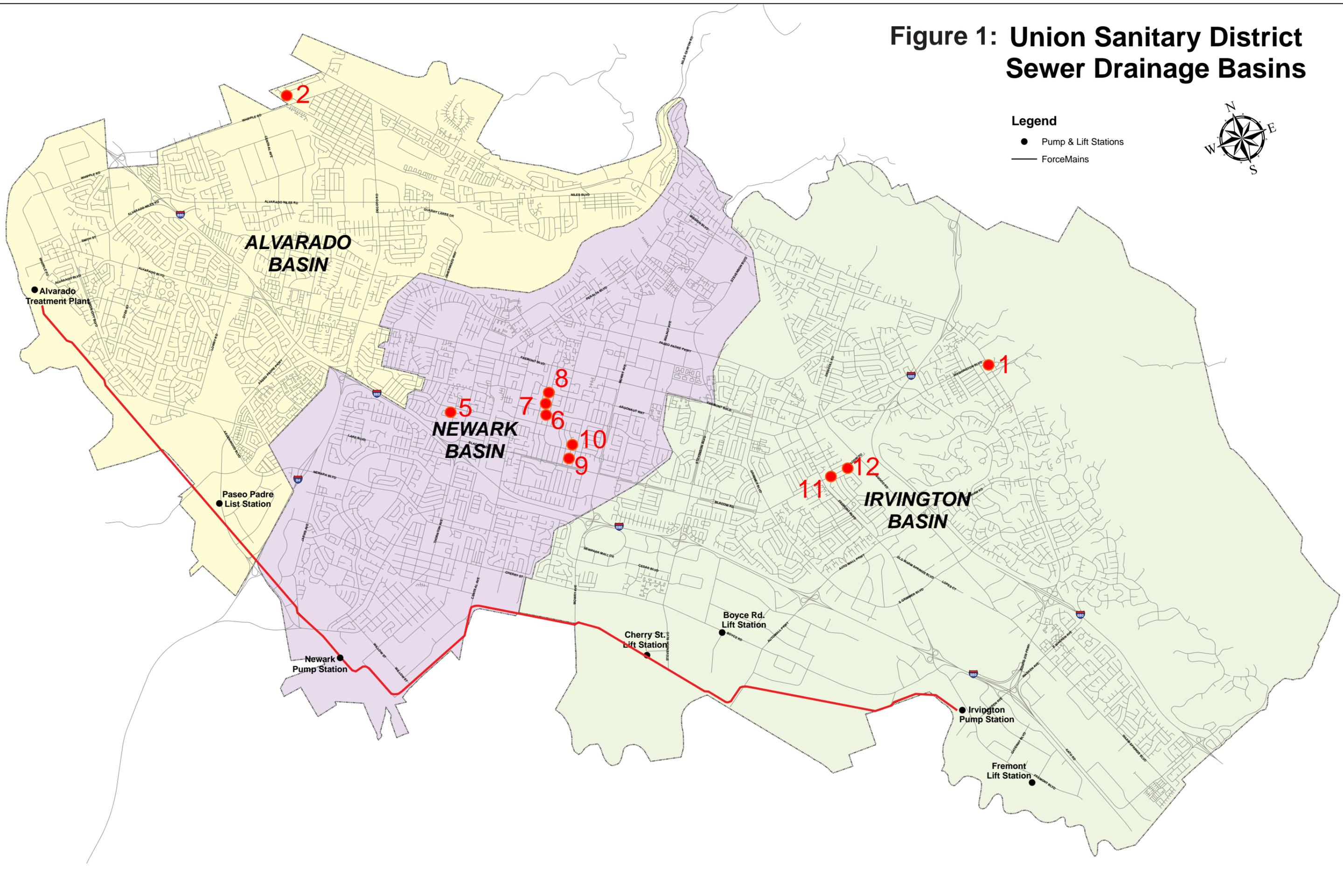
Staff issued the Notice to Proceed to Southwest on August 10, 2017. The 100-day project was scheduled to be completed on November 18, 2017 and Southwest substantially completed all Project work by that date. Southwest completed all punch list work on March 14, 2018. There were no contract change orders for the Project. The District has assumed beneficial use of the Project.

Staff recommends the Board consider a resolution to accept the construction of the Cast Iron/Piping Lining Project – Phase VI from Southwest Pipeline & Trenchless Corp. and authorize recordation of a Notice of Completion.

PRE/SEG/RC/ACB:dl

Attachments: Figure 1 – Project Locations
Figures 2 and 3 – Before and After Photos of CIPP Liner Installation
Resolution
Notice of Completion

Figure 1: Union Sanitary District Sewer Drainage Basins



Legend
 ● Pump & Lift Stations
 — ForceMains



Figure 2



Figure 2 – Site No. 10, Northdale Drive, Fremont; Before CIPP Liner Installation

Figure 3



Figure 3 – Site No. 10, Northdale Drive, Fremont; After CIPP Liner Installation

RESOLUTION NO. _____

**ACCEPT CONSTRUCTION OF THE
CAST IRON/PIPING LINING PROJECT – PHASE VI
FROM SOUTHWEST PIPELINE & TRENCHLESS, CORP.
LOCATED IN UNION CITY, CALIFORNIA AND FREMONT, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby accepts the Cast Iron/Piping Lining Project – Phase VI from Southwest Pipeline & Trenchless, Corp., effective May 14, 2018.

FURTHER RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT authorize the General Manager/District Engineer, or his designee, to execute and record a “Notice of Completion” for the Project.

On motion duly made and seconded, this resolution was adopted by the following vote on May 14, 2018:

AYES:

NOES:

ABSENT:

ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District



**RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:**

**Regina McEvoy
Union Sanitary District
5072 Benson Road
Union City, CA 94587**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on August 10, 2017 by said District and **SOUTHWEST PIPELINE & TRENCHLESS CORP.**, Contractor for the Project, “**CAST IRON/PIPING LINING PROJECT – PHASE VI,**” substantially completed the Project on November 18, 2017 and accepted by said District on May 14, 2018.

The name and address of the owner is the **UNION SANITARY DISTRICT**, at 5072 Benson Road, Union City, CA 94587.

The estate or interest of the owner is: **HOLDER OF SANITARY SEWER EASEMENTS AND LICENSES.**

The descriptions of the sites where said work was performed and completed is at various locations in the City of Fremont and City of Union City, County of Alameda, State of California.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____ at UNION CITY, CALIFORNIA.

REGINA MCEVOY,
Agent of the UNION SANITARY DISTRICT



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 30, 2018

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, Technical Services Coach

SUBJECT: Agenda Item No. 11 – Meeting of May 14, 2018
Authorize the General Manager to Execute an Agreement with the City of Hayward to Allow Temporary Out of Area Sewer Service for the Bay Area Rapid Transit

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement with the City of Hayward to allow temporary out of area sewer service for two construction trailers at the Bay Area Rapid Transit (BART) rail storage yard in the City of Hayward.

Background

BART owns a parcel located in the City of Hayward just north of Whipple Road at the City of Union City border. See attached location map. The parcel is currently the site of BART's rail storage yard and BART intends to expand the use of the parcel by installing temporary trailers for additional maintenance personnel needed to maintain the new BART tracks that have been extended into Santa Clara County. The two construction trailers will contain two bathrooms and two small kitchens.

Sewer service for the parcel should be provided by the City of Hayward since the parcel is part of the City's service area. However, BART plans to install the temporary trailers at the south end of the parcel, which is closer in proximity to existing District facilities. Due to the significant difference in cost and feasibility between connecting to the District's sewer system (which will only require approximately 230-feet of gravity sewer) and connecting to the City's

sewer system (which would require a small pump system, 1400-feet of sewage force main and bores under active rail lines), BART has requested the District provide sewer service for these trailers.

The Alameda County Local Agency Formation Commission (LAFCo) is the agency responsible for arranging for the efficient provision of services, such as water, sewer, fire protection, etc. For the District to provide sewer service for the BART parcel, LAFCo has determined that the City of Hayward and the District would need to enter into an out of service area agreement. An out of service agreement is a common instrument that allows for one agency to provide services to a parcel within another agency's jurisdiction. LAFCo has also determined that this agreement only requires City of Hayward and District approval and does not require LAFCo approval, pursuant to Government Code Section 56133€ (1). The LAFCo determination letter is attached for your reference.

Staff worked with the District's legal counsel to draft an out of area service agreement. The agreement has been reviewed by both the City of Hayward and BART. The agreement allows the District to provide sewer service to BART for a term of five (5) years and, as part of their permit requirements, BART will be required to pay all applicable fees and charges per District ordinances. When the temporary service is longer needed, BART will be required to remove the sewer connection under the District permit.

Staff recommends the Board authorize the General Manager to execute the proposed Agreement with the City of Hayward to allow temporary out of area sewer service for BART.

PRE/SEG/RA/RS:dl

Attachments: Location map
LAFCo determination letter
Agreement



1: 3,478

LAFCO Determination Email

From: Palacios, Mona, CAO [<mailto:mona.palacios@acgov.org>]

Sent: Monday, May 15, 2017 5:28 PM

To: Fructuoso A. Planas <FPlanas@bart.gov>

Subject: RE: Whipple Yard Sewer connection

Hello Fructuoso,

It appears that, per Government Code Section 56133(e)(1), the proposed sewer service extension by Union Sanitary District would be exempt from LAFCo review and approval. This conclusion is based on the city of Hayward's existing authority to provide the service at that location which would be substituted by USD extending the service.

Please let me know if you have any further questions.

Mona

Mona Palacios, Executive Officer

Alameda Local Agency Formation Commission (LAFCo)

1221 Oak Street, Room 555, Oakland, CA 94612

(510) 272-3894 - telephone

www.acgov.org/lafco

From: Fructuoso A. Planas

Sent: Friday, May 05, 2017 1:15 PM

To: 'Mona.Palacios@ACTOV.org' <Mona.Palacios@ACTOV.org>

Subject: Whipple Yard Sewer connection

Exhibit for proposed sewer connection to Union Sanitary Dist.



Sincerely,

Fructuoso Planas III, P.E., Senior Engineer

Bay Area Rapid Transit

Maintenance & Engineering

(O) 510-287-4716, (C) 510-406-9791

fplanas@bart.gov



AGREEMENT TO ALLOW TEMPORARY OUT OF AREA SEWER SERVICE

Construction Trailers at BART Rail Storage Yard North of Whipple Road in the City of Hayward, California

This Agreement to Allow Temporary Out of Area Sewer Service (the “**Agreement**”) is made and entered into as of _____, 2018 (the “**Effective Date**”) by and between UNION SANITARY DISTRICT (the “**District**”) and THE CITY OF HAYWARD (the “**City**”), hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. District is a sanitary district providing wastewater collection, treatment, and disposal services primarily within the jurisdictional boundaries of the cities of Fremont, Newark, and Union City (**District’s Service Area**).

B. City is a municipality whose services include providing wastewater collection, treatment and disposal services primarily within its jurisdictional boundary (**City’s Service Area**, see **Exhibit A – Location Map**).

C. Bay Area Rapid Transit (“**BART**”) has requested that, due to the significant difference in cost and feasibility between connecting to the District’s 8” sewer main (which will only require approximately 230-feet of gravity sewer) and connecting to the City’s sewer system (which would require a small pump system, 1400-feet of sewage force main and bores under active rail lines), temporary sewer service be provided by the District for two construction trailers (containing two bathrooms and two small kitchens) to be located on a parcel north of Whipple Road (APN 475-50-1-1) that is within the City’s Service Area (see **Exhibit B – Site Map**).

D. State law requires the Local Agency Formation Commission (LAFCO) to review and approve extensions of service without boundary changes, unless exempt. This agreement is exempt pursuant to Government Code Section 56133(e)(1), as the City has authority to provide the requested service to BART, which would be substituted by the District’s services. Alameda County LAFCO has agreed that the proposed sewer service extension by Union Sanitary District would be exempt from LAFCO review and approval.

E. The Parties desire to accommodate BART’s request for temporary sanitary sewer service for their construction trailers that will discharge into the District’s sanitary sewer system instead of the City’s sanitary sewer system.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between the Parties as follows:

1. Out of Area Sanitary Sewer Service. The District agrees to provide temporary sanitary sewer service for the BART construction trailers in accordance with the District’s ordinances and regulations, Federal, State and regional laws, regulations and permits upon permitted connection to USD’s facilities and USD’s acceptance of the sewer construction (“District Service”).

1.1 Term of Temporary Service. The District agrees to provide the District Service for a term of five (5) years (“Initial Term”) or for the term when such temporary sanitary sewer service is no longer needed (whichever comes first) from the Effective Date of this Agreement. BART shall submit a request in writing to the District and City if District Service is required beyond the Initial Term. Such request shall be made at least 30-days prior to the expiration of the Initial Term and shall be considered by District and City in their discretion. Any extension must be approved by both District and City and memorialized in writing by the Parties. The Initial Term, as may be extended as provided herein, may be referred to as the “Term.”

1.2 Termination of Service. Upon expiration of the Term and confirmation by BART that the temporary sanitary sewer service is no longer needed, BART shall remove the service connection to the District under a USD Lateral Capping permit. After USD’s acceptance of the disconnection work, the District shall notify the City in writing that the District Service has been disconnected and that this Agreement is thereby terminated.

1.3 Changes to BART Construction Trailers or Additional Service Connections. District shall not approve of any changes to the BART construction trailers that includes additional wastewater fixtures or additional sanitary sewer service connections without the express written consent of the City.

2. Compensation for Providing Sanitary Sewer Service. The District shall be entitled to charge fees and other charges for the District Service consistent with fees and other charges to provide sanitary sewer services to other customers in the District’s Service Area in accordance with the Districts applicable ordinances.

3. Compliance with Laws. The District shall operate its sanitary sewer system facilities and provide the District Service in a manner consistent with all applicable governmental laws, ordinances and regulations, including permits, or orders including but not limited to any applicable Waste Discharge Requirements issued by the State Water Resources Control Board.

4. Term of Agreement. This Agreement shall remain in effect for the duration of the Term and shall automatically terminate when District Service is ceased pursuant to the terms of this Agreement.

5. Mutual Indemnification. Each Party (the “Indemnifying Party”) shall indemnify, defend, release and hold the other party (the “Indemnified Party”) harmless from any and all claims, demands, causes of action, damages, costs or liabilities, including attorney fees, (“Claims”) arising out of the negligence or willful misconduct of the Indemnifying Party in connection with the obligations and activities under this Agreement, except to the extent that such Claims arise out of the negligence or willful acts of the Indemnified Party, its agents or employees. .

6. Assignment. This Agreement is not assignable by either Party.

7. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of land to or for the general public or for any public purpose whatsoever. This Agreement is not a grant by the Parties of any property interest but is made subject and subordinate to the prior and continuing rights of Parties and their assigns.

8. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set

forth below, or five (5) days after deposit in the United States mail, postage prepaid, by register or certified mail, return receipt requested, addressed as follows:

If to District Union Sanitary District
5072 Benson Road
Union City, CA 94587
Attn: Sami Ghossain, Technical Services Manager

If to City City of Hayward
777 B Street
Hayward, CA 94541
Attn: Alex Ameri, Utilities & Environmental Services Director

9. Waiver. No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

10. Severability. If one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity or constitutionality of the remaining portions of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters addressed herein.

12. Modification. This Agreement may not be amended unless made in writing and signed by each Party.

13. Venue and Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, without reference to its choice of law principles. Exclusive venue for any action shall either be in the United States District Court for the Northern District of California or the Superior Court of California, Alameda County. The rights and remedies of the Parties for default in performance under this Agreement are in addition to any other rights or remedies provided by law. The prevailing Party in any action brought under this Agreement shall be entitled to reasonable attorneys' fees in addition to any other relief to which the Party may be entitled.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

15. Authority. The Parties represent that the individuals signing this Agreement have the authority to do so.

16. No Personal Liability. No member, official or employee of District shall be personally liable to Licensee or any successor in interest in the event of any default or breach by District or on any obligation under the terms of this Agreement.

In witness whereof each Party has caused the agreement to be executed by its duly authorized representative as set forth below as of the date set forth above.

UNION SANITARY DISTRICT

CITY OF HAYWARD

By:

By:

Name: Paul R. Eldredge

Name: Kelly McAdoo

Title: General Manager

Title: City Manager

Recommended by: _____

Name: Alex Ameri

Title: Utilities & Environmental Services Director

Approved as to form:

Michael S. Lawson, City attorney

Attest:

Miriam Lens, City Clerk

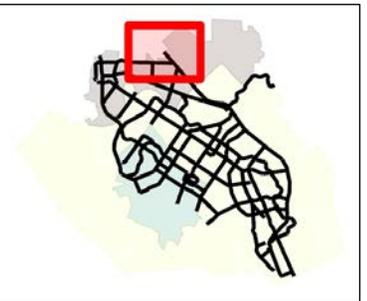
Approved as to form:

Name: Karen Murphy, Burke Williams & Sorensen

Title: Union Sanitary District Attorney



Exhibit A - Location Map



Legend



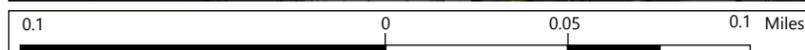
For USD use only

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.

Notes



1: 3,478





Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: May 1, 2018

MEMO TO: Board of Directors – Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services

SUBJECT: Agenda Item No. 12 – Meeting of May 14, 2018
Information Item: **Status of Priority 1 Capital Improvement Program Projects**

Recommendation

Information only.

Background

In June 2017, the Board approved the Capital Improvement Program (CIP) budget for FY18 in the amount of \$10.08 million for the design and construction of 30 CIP projects.

These 30 projects are ranked as Priority 1, 2, or 3 projects based on criteria prepared by staff and approved by the Executive Team. A copy of the criteria used to prioritize the projects is attached for your reference.

The status of the Priority 1 CIP projects is reviewed by the Executive Team at the end of each quarter and a copy of the status report is attached for the Board's review. For FY18, 10 projects are ranked as Priority 1 projects and the remaining 20 are ranked as Priority 2 or Priority 3 projects.

Also attached is a tabular summary of the number and nature of the ongoing CIP projects at the District during FY18.

Agenda Item No. 12
Meeting of May 14, 2018
Page 2

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Attachments: Priority 1 CIP Projects for FY18 – Status Report
Summary of CIP Projects for FY18
Priority 1 CIP Project Criteria
Priority 2 & 3 CIP Project Criteria

Priority 1 CIP Projects for FY18 – Status Report

	CIP Project	Planned Milestones	Status after 1st Quarter	Status after 2nd Quarter	Status after 3rd Quarter	Status after 4th Quarter
1	Digester No. 3 Insp. and Rehab.	a) Award construction by November 2017. b) Substantial completion by September 2018. c) Project acceptance by the Board in December 2018.	Opened sole bid on September 13 th . Board will reject the bid in October and will re-advertise.	Construction contract awarded on November 15 th .	Construction of two new manways, concrete repairs, and floor drain installation.	
2	Digester No. 7	a) Complete predesign by November 2017. b) 100% design by September 2018.	Draft preliminary design report is due in October.	Due to additional project scope, the predesign should be completed during the design phase.	Design criteria workshop for the additional project scope was conducted.	
3	Force Main Corrosion Repairs – Phase I	Project acceptance by the Board in December 2017.	Contractor completed the repairs. Staff will put the east force main back in service in October.	The Board accepted the project on December 4 th .	Completed.	
4	Force Main Corrosion Repairs – Phase II	a) 100% design by February 2018. b) Bid opening and award by May 2018.	Negotiated the scope and fee with consultant for the Phase II design. Staff will ask Board for authorization in October.	100% design submittal received on December 22 nd .	Project was awarded on March 26 th .	
5	Fremont & Paseo Padre Lift Stations Internal Lift Pumps	a) Construction Substantial Completion by January 2018. b) Project acceptance by the Board in April 2018.	Confirmed capacity deficiency in Pump No. 1 at Fremont LS. Contractor has ordered new pump to be delivered by November.	Staff issued the project substantial completion certificate on November 28 th .	Continued negotiations of remaining contractual issues.	

6	Hypochlorite Tanks and PVC Piping Replacement	a) Complete construction at the Odor Control Bldg. by October 2017. b) Complete construction at the Maintenance Shop Building by January 2018. c) Substantial Completion by February 2018. d) Project acceptance by the Board in April 2018.	Completed construction at the Odor Control Bldg. in August. Construction began at the Maintenance Shop Building in September.	Completed construction at the Maintenance Shop Building in November.	Continued work on the Corrective Work Items List and Punch List.	
7	Newark Pump Station Mod. Valve and Boost Line Mods	a) Award construction contract by July 2017. b) Substantial completion by June 2018. c) Project acceptance by the Board in August 2018.	Awarded construction contract in July.	Ductbank between the influent valve box and pump station building was constructed. Continued with submittals review.	Modulating valve actuator and the boost mode pipeline into Wet Well 3 were replaced.	
8	Standby Power Generation System Upgrade	a) Complete predesign by December 2017. b) 100% design by December 2018.	Consultant worked on a number of alternatives.	Staff began negotiations of the design scope and fee.	Design task order was authorized on February 12 th .	
9	Thickener Control Bldg. Modifications Project	Project acceptance by the Board in December 2017.	Contractor continued with construction punch list. Staff continued with contract change order negotiations.	The Board accepted the project on January 8 th .	Completed.	
10	Wet Weather Flow Management	Effluent Management Technical Memorandum in April 2018, pending the completion of the EBDA hydraulics evaluation by others.	Consultant and staff held a meeting with permitting agencies regarding the feasibility of using a neighboring property for equalization storage.	Received future CIP projects information from the Plant Solids Capacity/ Assessment Study in November and began evaluation of plant site layout alternatives.	Board workshop was conducted on March 19 th . Plant site layout alternatives were presented.	

SUMMARY OF CIP PROJECTS FOR FY18

Type of Project	Number of Projects	Names of Projects
Administrative Facilities	One	1. Plant Paving
Collection System	One	2. Cast Iron/Pipe Lining – Phase IV
Transport System	Seven	1. Equalization Storage at Alvarado 2. Force Main Corrosion Repairs – Phase I 3. Force Main Corrosion Repairs – Phase II 4. Fremont & Paseo Padre Lift Stations Internal Lift Pumps 5. Newark Pump Station Mod Valve & Boost Line Mods 6. Newark Pump Station Wet-well Exhaust Fan Replacement 7. Wet Weather Flow Management
Treatment System	Twenty-One	1. 3rd Degritter System 2. Aeration Tank (East) Baffling and Improvements 3. Alvarado Influent Pump Station Pumps and VFDs 4. Alvarado Influent Pump Station Roof Replacement 5. Alvarado Influent Pump Station Switchboard 5 Replacement 6. Cathodic Protection Improvements – Plant 7. Cogeneration Project – Phase II 8. Cogen Engine Rebuild 9. Digester Inspection and Rehab 10. Digester No. 3 Inspection and Rehab 11. Digester No. 7 12. Emergency Outfall Improvements 13. Gravity Belt Thickener 14. Headworks 3rd Bar Screen 15. Headworks Valve Box Gate Valves 1-3

Treatment System (continued)		<ul style="list-style-type: none"> 16. Hypochlorite Tanks and PVC Piping Replacement at OCB and NPS 17. Odor Scrubber System Improvements 18. Plant Grating Replacement 19. RAS Control Interim Improvements 20. Standby Power Generation System Upgrade 21. Thickener Control Bldg. Improvements Project
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Total:

30

PRIORITY 1 CIP PROJECT CRITERIA

Priority 1 Projects

1. Project to repair or prevent an imminent critical infrastructure failure that could result in a threat to the public, or result in permit non-compliance.
2. A project designed to address public health and safety or employee health and safety.
3. Project to provide additional capacity in order to allow connection to the District system or to prevent a potential wet weather overflow from occurring.
4. Projects that have a deadline tied to receiving a loan or grant funding.
5. Projects where we have made a timeline commitment to a customer or other outside stakeholder.
6. A project in which the District may suffer financial losses or claims should the project be delayed.
7. A project which is part of a sequence of projects whose delay could result in delays to other projects at USD or other agencies.
8. A project in which an internal commitment has been made to provide a facility that significantly impacts another group from efficiently and effectively carrying out their core work. (Not a “nice to have” type project)

These criteria can apply to a study, design, or construction project.

PRIORITY 2 & 3 CIP PROJECT CRITERIA

Priority 2 Projects

1. These are planned projects related to the replacement of electrical and mechanical equipment identified by the Plant Master Plan – this equipment is not in imminent danger of failure but needs to be replaced at a future date.
2. These are planned pipeline rehab/replacement projects that are identified either by the Master Plan or by the Maintenance staff and need to be completed to improve the condition of existing sewers to safeguard against potential maintenance problems – these pipelines are not in imminent danger of failure.
3. These projects do not have any immediate negative impacts on either other agencies or other projects.
4. Examples: Blacow Road Sewer Replacement, Cast Iron Pipe Replacement, Thickener Mechanism 3&4 Replacement, Rehab of Clarifiers 5&6.

Priority 3 Projects

1. These are capacity projects identified by the master plans that will address future capacity needs of the District.
2. These projects are place holders and need to be defined at a future date.
3. The District will not suffer any financial loss or claim, if these projects are delayed.
4. Examples: Cedar Relief Sewer, Hetch Hetchy Relief Sewer, Digester No. 7, Secondary Clarifiers 7 & 8.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: May 1, 2018

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services

SUBJECT: Agenda Item No. 13 – Meeting of May 14, 2018
Information Item: **Third Quarterly Report on the Capital Improvement Program for FY18**

Recommendation

Information only.

Background

In June 2017, the Board approved the Capital Improvement Program (CIP) budget for FY18 in the amount of \$10.08 million for the design and construction of 30 CIP projects. The third quarter expenditures for FY18 are shown on the attached budget projection graphs. These graphs depict actual expenditures versus approved budget for the Capacity Fund 900, the Renewal and Replacement Fund 800 as well as for both funds, combined.

The total CIP expenditures up to March 31, 2018, were under the projections for the third quarter by approximately \$594,000. The main projects that had significant variances from the projected expenditures are the Digester No. 3 Inspection and Rehabilitation, Alvarado Influent Pump Station Pumps and VFDs, and the Newark Pump Station Modulating Valve & Boost Line Modifications projects.

These primary variances are tabulated as follows:

Project	Approximate Variance at the end of 3rd Quarter (x \$1000)	Comments
Digester No. 3 Insp & Rehab	-394	Slow start by the contractor, but construction should be completed on time in the second quarter of FY19.
Alvarado Influent PS Pumps and VFDs	-100	Predesign has taken longer than expected due to additional scope. Predesign should be completed by next quarter and final design in early 2019.
Newark PS Mod Valve & Boost Line Mods	-100	Progress payments made in the 3 rd quarter were lower than anticipated. Project should be completed next quarter.
Total Variance for the 3rd Qtr.	-594	

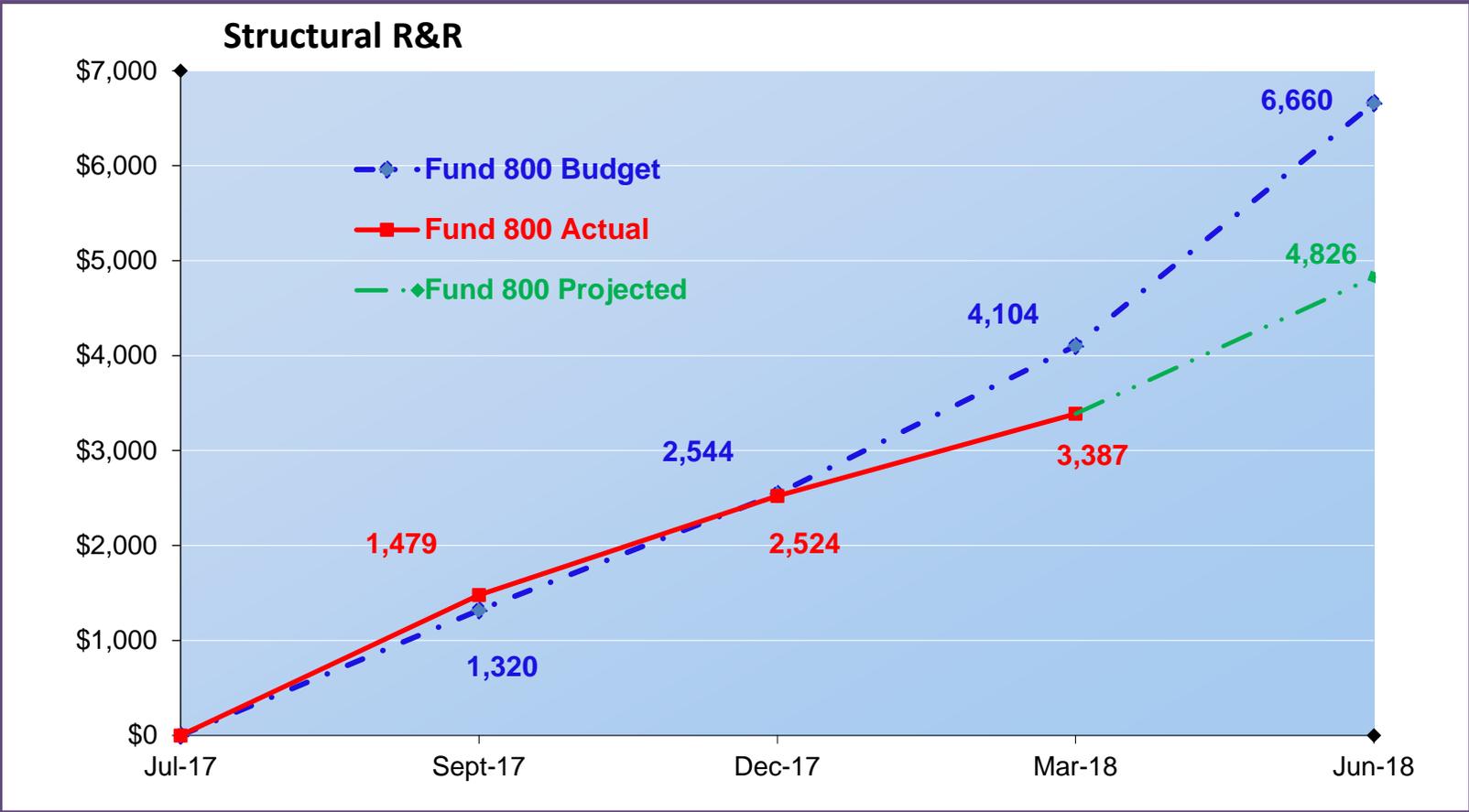
In addition to the three (3) projects listed above, the following high-priority projects will be either in design or in construction during FY18:

1. Digester No. 7
2. Force Main Corrosion Repairs – Phase 2
3. Fremont & Paseo Padre Lift Stations Internal Lift Pumps
4. Hypochlorite Tanks and PVC Piping Replacement
5. Standby Power Generation System Upgrade
6. Wet Weather Flow Management

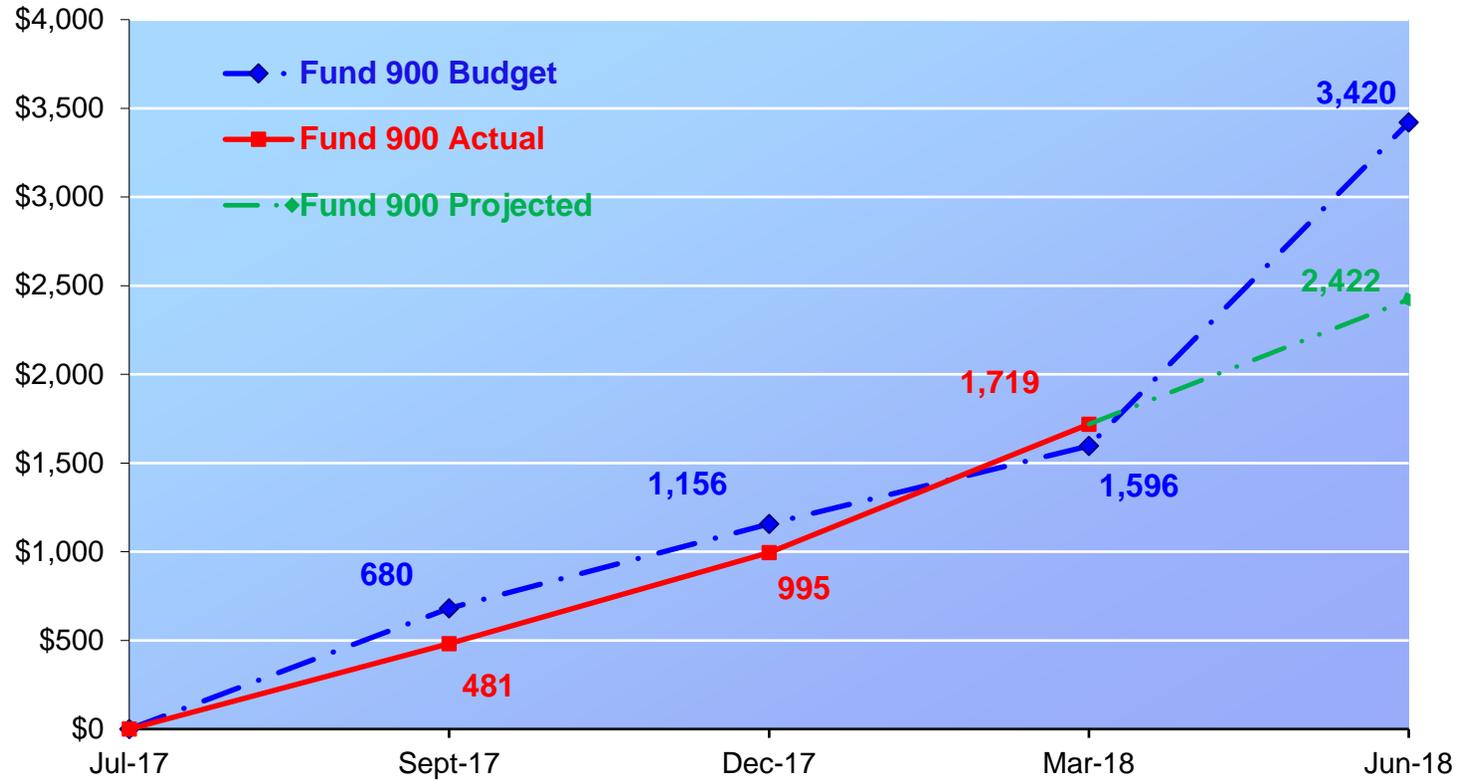
Also, there are twenty (20) other smaller projects that will be either in design or in construction during FY18.

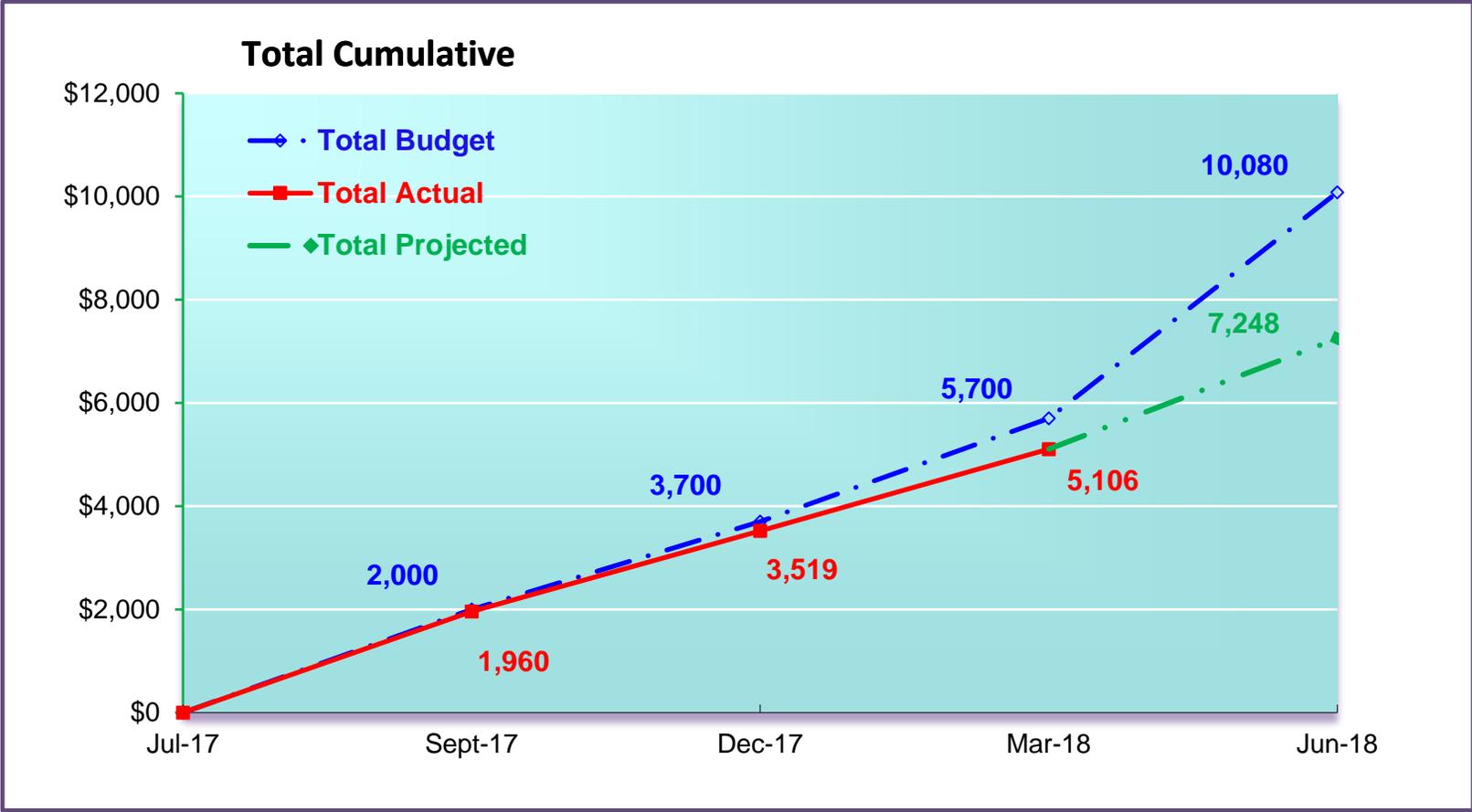
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Attachment: Budget Graphs



Capacity







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*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: May 14, 2018

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Gene Boucher, Human Resources Manager
Mike Marzano, Environmental Health & Safety Program Manager

SUBJECT: Agenda Item No. 14 - Meeting of May 14, 2018
Information Item: **East Bay Regional Communication System Authority (EBRCSA)**

Recommendation

Information only.

Background

The District has an ongoing Emergency Preparedness program that requires the District to maintain multiple types of communication equipment that may be needed during an emergency or disaster.

For many years, the District has worked in conjunction with Fremont, Newark, Union City, school districts, hospitals, Alameda County Water District (ACWD), and PG&E to maintain the Tri-City Emergency Services Association (TESA) radio system. The TESA radio system has been discontinued and is no longer in service.

In 2015 Alameda and Contra Costa Counties worked together to establish the East Bay Regional Communications System Authority (EBRCSA). The primary use was for police and fire department inter-agency communication during emergencies. The system has recently been expanded to include many special districts including East Bay Municipal Utilities District (EBMUD), Central Contra Costa Sanitary District, and Alameda County Water District. Many of

the former TESA agencies have also shifted their emergency communications over to the East Bay Regional Communications System Authority.

The District is signing an Implementation Agreement with EBRCSA that will allow us to communicate during emergencies using this updated regional system. This agreement will allow direct communication to and from Fremont, Newark, and Union City police and fire departments as well as other utilities, local hospitals, and school districts.

The District has budgeted \$14,000 to purchase two handheld radios that are programmed to operate on the EBRCSA frequency.



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Jennifer Toy

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*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: May 8, 2018

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 15 - Meeting of May 14, 2018
Information Item: **Castro Valley Private Sewer Lateral Program**

Recommendation

Information only.

Background

Collection Services Manager Schofield will provide an oral presentation, following the outline below, regarding the Castro Valley Private Sewer Lateral Program.

Issue

CV San hosted a Townhall Meeting on April 24, 2018 at 6:00 PM to share it's proposed Private Lateral Program. The intention of this program is to help reduce CV San's severe I&I problems.

- Peak Flow Factors
 - CV San 10.7
 - Oro Loma 5.0
 - City of San Leandro 4.5
 - City of hayward 3.2
 - USD 1.8

Agenda Items

- CV San's System Infrastructure
- Inflow & Infiltration Issues and Private Sewer Laterals
- SF Bay Regional Water Board Executive Officer, Bruce Wolf

- City of Pinole Public Works Director, Tamara Miller
- CV San's Proposed Private Sewer Lateral Program
- Public Meeting Alternative Program Suggestion
- Q&A Comments

CV San's other I&I Initiatives

- 84-month PM cycle
- Multiple Master Plan updates in the past 15 years
- Flow monitoring studies/capacity improvements
- Smoke testing studies
- Asset Management Plan
- Lateral Replacement Grant Program

Summary

- Attendance
- Audience feedback
- Next Steps



Published on *Castro Valley Sanitary District* (<http://www.cvsan.org>
(<http://www.cvsan.org>))

Home (/) > WASTEWATER (/content/wastewater) > Private Sewer Lateral
Program

Proposed Private Sewer Lateral Program (<http://www.cvsan.org/PSL>)

Click here (http://www.cvsan.org/sites/default/files/CVSan%20PSL%20Townhall%20PPT%20%28Final%29_2018-04-24.pdf) to view the presentation from April 24, 2018 Town Hall

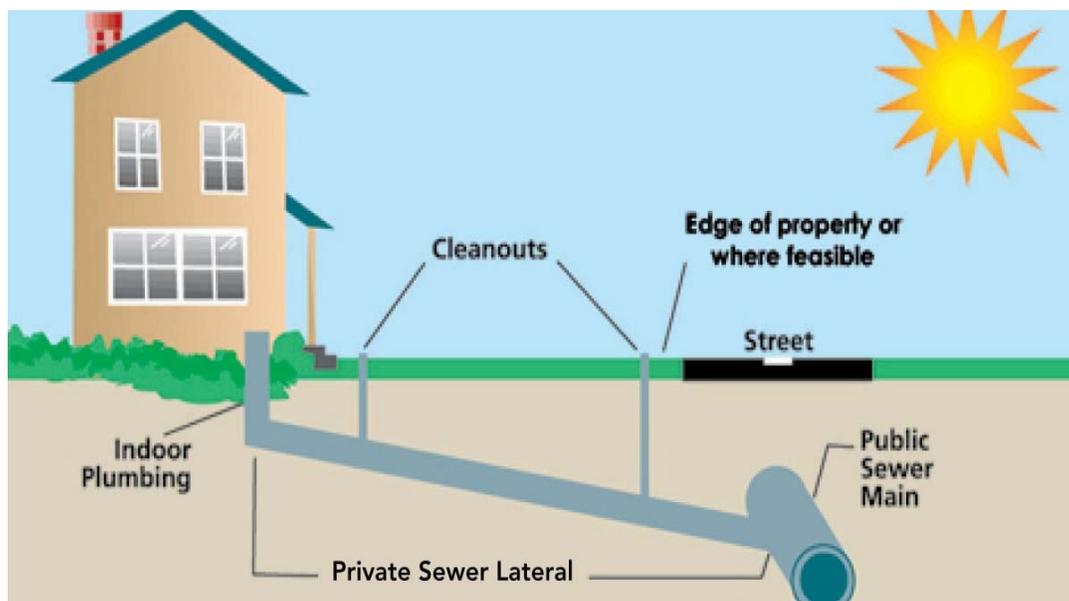
CVSan is currently seeking public comment on a proposed Private Sewer Lateral Program. This proposal would require all properties within CVSan's boundaries that were built more than 20 years ago to have their sewer laterals inspected and repaired if necessary whenever the property is bought or sold. The exception to this is if the property's lateral was replaced less than 20 years ago.

Please review the Frequently Asked Questions below for more information and email Public Outreach Specialist, Natalie Croak, at natalie@cvsan.org (<mailto:natalie@cvsan.org?subject=Proposed%20Private%20Sewer%20Lateral%20Program%20Public%20Comments>) to submit your comments about this program. If you would like to review the complete program proposal, click here (http://www.cvsan.org/sites/default/files/Inspection%20Upon%20Sale%20Memo%20Packet_2018-02-22_0.pdf). All comments that CVSan receives on the Private Sewer Lateral Program will be presented to the Board of Directors.

CVSan's Proposed Private Sewer Lateral Program Frequently Asked Questions

1. What is a private sewer lateral?

A private sewer lateral (sewer lateral) is a pipe that connects a building's plumbing system to the public sewer main (sewer main), which is typically located in the middle of the street. The sewer lateral begins at the junction with the building's plumbing system, which is typically located within two feet of the building's foundation wall, extends to the sewer main, and includes the connection to the sewer main. The property owner is responsible for maintenance and repairs on the entire sewer lateral and the connection to the sewer main.



2. What problems are associated with damaged sewer laterals?

The majority of properties in CVSan were built before 1960 and many still have their original sewer laterals. Older sewer laterals can create problems for property owners because over time they deteriorate, leading to the pipe cracking, leaking, blocking, or breaking. During wet weather, rain seeps into the soil and can enter the wastewater collection system (collection system) through damaged sewer laterals (infiltration); this can lead to more water flowing through the collection system during rainy weather than the system was designed to handle. Sewer mains and the wastewater treatment plant can become overwhelmed by the amount of flow ([/print/5022#Reducing I&A;I](/print/5022#Reducing%20I&A%20I)). Click here (<https://www3.epa.gov/region1/sso/pdfs/PrivateSewerLaterals.pdf>) for more information about sewer laterals from the Environmental Protection Agency (EPA).



CVSan's wastewater is treated at the Castro Valley/Oro Loma Treatment Plant in San Lorenzo (above).

3. What is Inflow and Infiltration (I&I)?

Inflow is rainfall that enters the collection system through a direct connection, such as a downspout or an area drain that is connected to a sewer laterals. Direct connections to the collection system are illegal and CVSan requires that these connections are removed whenever they are found.

Infiltration is rainfall that enters the collection system from the soil surrounding an old or damaged sewer lateral. During wet weather, rainfall accumulates as groundwater in sewer trenches and enters the collection system in higher levels than in dry weather. CVSan is always looking for ways to reduce its I&I levels, and the Private Sewer Lateral program is designed to help reduce infiltration.

4. Why is reducing I&I so important?

High levels of I&I can cause sanitary sewer overflows (SSO) during wet weather. An SSO is when untreated sewage flows out of the collection system before it reaches the wastewater treatment plant.

High I&I levels can also cause unnecessary treatment costs because rainwater is unnecessarily treated when the flow reaches the wastewater treatment plant. This could raise the sewer service rates for all ratepayers if I&I is not mitigated. High levels of I&I are a threat to public health, requires costly upgrades to the wastewater infrastructure, and has, at times, contaminated the San Francisco Bay.

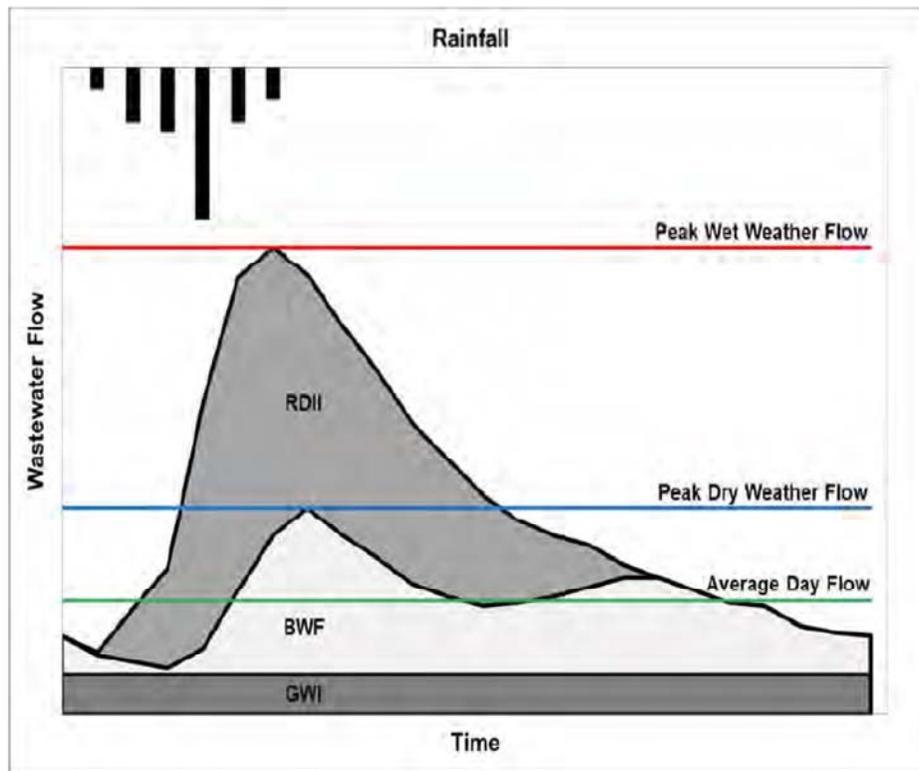
5. Does I&I only come from sewer laterals?

I&I can enter the collection system through by the following means:

- (a) **Perforated manhole covers.** CVSan does not have perforated manhole covers, aside from a small pick hole which is used by maintenance staff to insert a hook handle tool to lift the cover. Manholes are in the highest point in the roadway and not in drainage channels.
 - (b) **Damaged sewer mains.** CVSan owns and regularly maintains approximately 157 miles of sewer mains, and completes annual projects to reduce I&I ([/print/5022#Construction Projects](/print/5022#Construction%20Projects)) that originates from damaged sewer mains.
 - (c) **Direct connections to the collection system.** Some Castro Valley homes may have improper direct connections to the collection system. During a sewer lateral inspection, CVSan inspectors verify any direct connections to the collection system and notify the property owner to disconnect.
 - (d) **Sewer laterals.** CVSan estimates there are approximately 150 miles of sewer laterals within its boundaries. CVSan does not own or maintain any sewer laterals.
-

6. Does the CVSan community have an I&I problem?

According to industry standards, CVSan has severe levels of I&I. Nationally, a typical Peak Wet Weather Flow (PWWF) to Average Daily Weather Flow (ADWF) ratio above 3.5 is considered high. In the San Francisco Bay, collection systems with PWWF-to-ADWF ratios above five are common, and ratios above eight or nine are considered very high. In CVSan's 2006 Wastewater Collection System Master Plan, consultants found that CVSan has a PWWF-to-ADWF ratio of over 10 during the same design storm events (10-year, 24-hour storm).



7. What has CVSan done to reduce I&I?

CVSan proactively cleans, inspects, repairs, and replaces sewer mains on a routine basis. Over the last two decades, CVSan has invested over \$46 million in infrastructure improvements to reduce I&I.



Over the same period, CVSan allocated over \$1 million to its Lateral Replacement Grant Program (LRGP). LRGF provides available funds to property owners, or their agent, to defray a portion of the costs in replacing

the sewer lateral, including the connection to the sewer main. The maximum amount of assistance for any one sewer lateral replacement or repair is 50% of the lowest bid, up to a maximum reimbursement of \$2,000.



Above: A recipient from the 2016/17 cycle of LRGP

8. Will CVSan ever expand LRGP?

CVSan is considering increasing the funds allocated for LRGP in addition to implementing the Private Sewer Lateral Program.

9. Why is CVSan considering a Private Sewer Lateral Program now?

CVSan has been concerned about its I&I levels for the last two decades.

Though not an immediate threat, CVSan aims to proactively reduce its I&I levels and the number of SSOs. CVSan is already working towards this goal by maintaining and monitoring its approximately 157 miles of sewer mains. However, the sewer mains receive their flow from the approximately 150 miles of sewer laterals that are connected to CVSan's collection system and are not currently maintained or monitored by CVSan.

Despite CVSan's \$46 million investment over the past twenty years into improving the wastewater infrastructure, CVSan has not seen a dramatic reduction of its I&I during wet weather. This has led CVSan to conclude that a large portion of its I&I originates from sewer laterals.

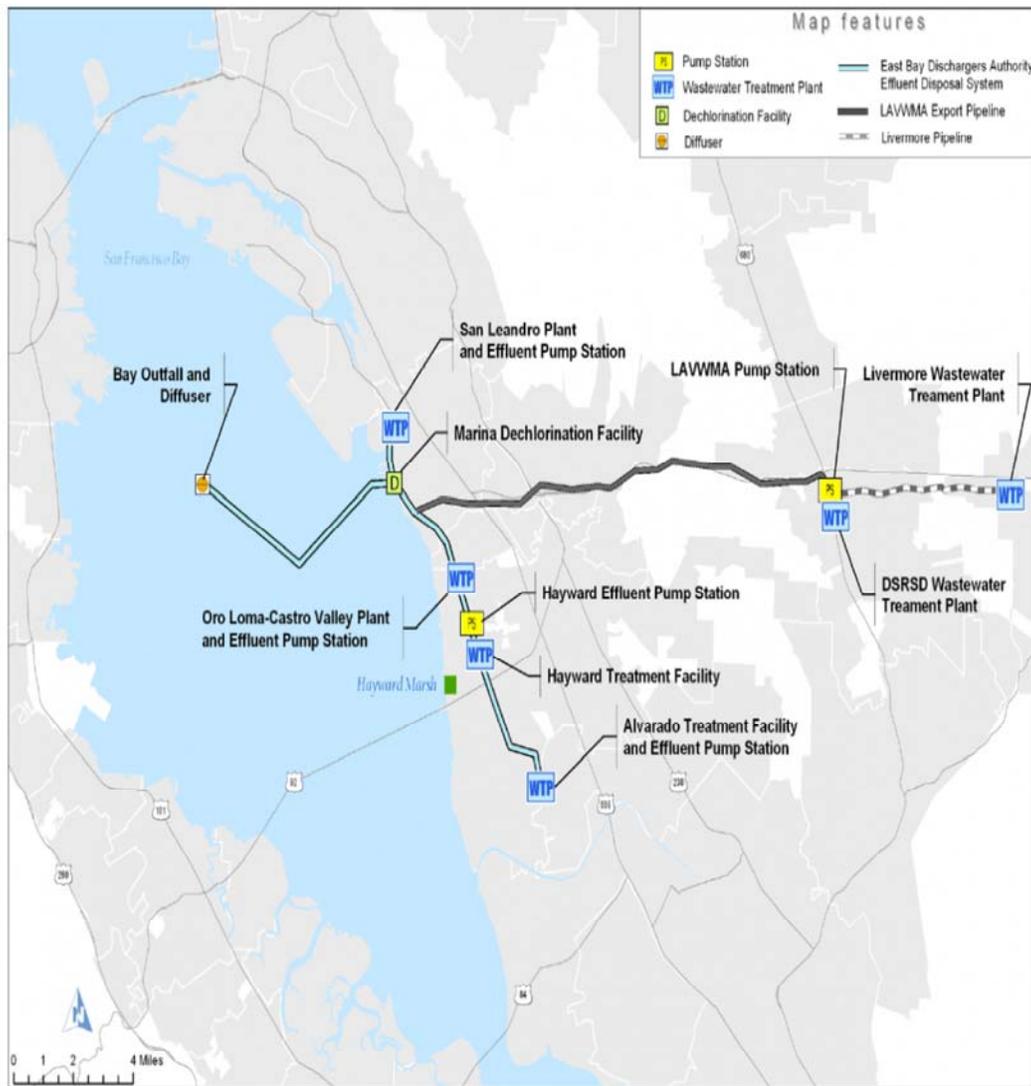
Additionally, over the last decade, the EPA and the California Regional Water Quality Control Board (CRWQCB) have sued several San Francisco Bay Area (Bay Area) wastewater agencies to fix their damaged sewer pipes and reduce the SSOs that released hundreds of millions of gallons of raw or partially untreated sewage water in the San Francisco Bay. To comply with

the EPA's mandate, these Bay Area wastewater agencies began Private Sewer Lateral Programs that require affected property owners to obtain a certificate of compliance certifying that their sewer laterals meet the required standards. As a result, Private Sewer Lateral Programs have become relatively common throughout the Bay Area.

Private Sewer Lateral Ordinance Adoption in Alameda County					
JURISDICTION	COUNTY	POPULATION (2010 Census)	ORDINANCE	POINT OF SALE TRIGGER	DATE
Alameda	Alameda	73,812	✓	✓	1988
Albany	Alameda	18,539	✓	✓	1997
Berkeley	Alameda	112,580	✓	✓	2006
Emeryville	Alameda	23,549	✓	✓	2014
Oakland	Alameda	390,724	✓	✓	2014
Piedmont	Alameda	10,667	✓	✓	2014

CVSan has not been sued by the EPA or CRWQCB because the number of SSOs well below the California average. CVSan strives to achieve a zero-tolerance for sewage spills, overflows, and other problems that pose a hazard to public health and the environment. Click here (https://www.waterboards.ca.gov/water_issues/programs/sso/) for more information on CRWQCB's Sanitary Sewer Overflow Reduction Program.

In addition, the Wet Weather Outfall and Nutrient Optimization Project with Oro Loma Sanitary District (OLSD) will require CVSan to reduce our wastewater flow into the wastewater treatment plant. This will reduce CVSan's allowable flow and will be costly if CVSan goes beyond the flow restriction. Click here (<https://oroloma.org/wet-weather-outfall-nutrient-optimization-project/>) for more information on the Wet Weather Outfall and Nutrient Optimization Project with OLSD.



10. What types of properties would the Private Sewer Lateral Program apply to?

The proposed Private Sewer Lateral program applies to all residential, commercial, and industrial properties, including bank-owned properties.

11. When would a Castro Valley property owner be required to have a sewer lateral inspection?

A Sewer Lateral Certificate (SLC), or certificate of compliance, would be required whenever a property in CVSan's boundaries is bought or sold. To receive a SLC, the property owner or buyer would first need to hire a contractor to assess the condition of the lateral, typically through a closed-circuit televised (CCTV) video survey of the line, and obtain permits from CVSan. CVSan will issue the SLC if the sewer lateral passes a verification test witnessed by a CVSan inspector. Verification tests are typically a

water or air pressure test that demonstrates that the sewer lateral can hold pressure over a certain period of time. During the inspection of a sewer lateral repair, CVSan requires the sewer lateral to pass the verification test.

CVSan would recommend that the property owner, or buyer, to obtain at least three bids from a qualified plumbing contractor and be physically present to witness the CCTV video survey.

12. How long would the Sewer Lateral Certificate be valid?

If the property owner were required to completely replace the sewer lateral, the SLC would be valid for 20 years. If the sewer lateral passed the verification test, or only required a repair, the SLC would be valid for 10 years.

13. Would the buyer or the seller be responsible for the sewer lateral compliance?

The current property owner is ultimately responsible for the sewer lateral compliance. It is up to the buyer, the seller, and the real estate agent to negotiate this in escrow. If the sewer lateral does not pass the verification test, then the current owner has the option to replace the sewer lateral to become compliant or provide the cost of the work to the buyer. There is no requirement for the seller to have the compliance test performed. The compliance is only triggered by the sale of the property. A time-extension process is available if the buyer/seller negotiates to take on the sewer lateral compliance. Since the housing market is currently a seller's market, East Bay Municipal Utility District (EBMUD) has seen many buyers taking on the sewer lateral compliance.

14. What community outreach has CVSan performed, or is planning to perform, to educate the public about the Private Sewer Lateral Program?

CVSan first met with members of the Bay East Association of REALTORS (Bay East Realtors) in March 2017 to discuss the proposed Private Sewer Lateral Program. The Bay East Realtors were notified that the program would be a discussion item at the March 6, 2018 regular Board of Directors (Board) meeting and were sent the program report prior to the meeting so they would have the opportunity to prepare comments and questions for the Board. At the meeting, a draft version of the CVSan Code was presented to the public to serve as a framework to begin discussion about the Private Sewer Lateral Program.

CVSan plans to host future town hall meetings to address any concerns or questions from Castro Valley residents, property owners, and realtors. The next town hall meeting will be on Tuesday, April 24th from 6:00 - 8:00 p.m. at the Castro Valley Library. CVSan welcomes input on this proposed program at any time. To submit your comments, email Public Outreach Specialist, Natalie Croak at natalie@cvsan.org (mailto:natalie@cvsan.org?subject=Proposed%20Private%20Sewer%20Lateral%20Public%20Comments).

CASTRO VALLEY SANITARY DISTRICT

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**Summary of the EBDA Commission Meeting
Thursday, April 19, 2018, at 9:30 a.m.**

Prepared by: P. Eldredge

- Commissioners Johnson, Cutter, Toy, Becker, and Peixoto were present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes, List of Disbursements, and Treasurer's Report.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, Regulatory Affairs, Operations & Maintenance, and Personnel committees. The following items were discussed:

- **Presentation of Transport Pipe Condition Assessment Project** - Eric Zalkin, Brown & Caldwell's project lead on their transport system inspection project presented an overview of the project's findings. The project managed to inspect 8200 feet (about 13%) of EBDA's pipe. In general, pipe condition was quite good with little to no evidence of corrosion. Joints were in good shape. There was an extensive bacterial "slime" layer in the bottom portion of the pipe, but very little sediment had accumulated. There was no evidence of corrosion at manholes, though there was some minor corrosion on steel flange covers. One manhole cover was replaced. Several blow-off valves were plugged and inoperable, but all Air Relief Valves were functioning.

The team is recommending a series of next steps: (1) Complete the inspection process for all the manholes; (2) Budget for repair or replacement of the blow-off valves; (3) Improve access at a manhole to allow inspection of the 96" pipe without requiring a diver entry; (4) Develop a seismic response plan. In the long-term, develop a plan that will allow inspections of the transport system every 20 years and a plan for post-seismic inspections to verify damages.

- **General Managers Report** - The General Manager thanked everyone for their support during this time of transition and updated staffing coverage for the next two months. EBDA will be using Maria Buckley as a part-time temporary employee to assist in financial and administrative matters. In addition, Shahed Abbassi, lab manager at San Leandro, will be stepping down next week. Shahed's lab in San Leandro has been responsible for reporting EBDA's performance data since 1992.

The General Manager also announced two recent awards to EBDA Member Agencies for wetlands treatment projects: 1. Approximately \$550,000 from the State Coastal Conservancy for designing a wetlands treatment edge near the old treatment ponds; and 2. Commitment from the San

Francisco Estuary Partnership to use an extension of the Skywest pipeline for speeding up permitting processes for horizontal levee projects.

- **Financial Management Committee** met with the General Manager on April 17, 2018, and reviewed the March List of Disbursements, Treasurer's Report, and an analysis long-term budget trends. The Committee discussed a resolution for revising its PEMHCA resolution from the previous month to be consistent with new CalPERS language immediately.
- **Regulatory Affairs Committee** met with the General Manager on April 17, 2018. The Committee reviewed permit compliance the negotiations with the BACWA agencies regarding the renewal of the nutrient watershed permit in 2019.
- **Operations and Maintenance (O&M) Committee** met with met on April 16, 2018 and discussed the status of EBDA facilities. The O&M Manager presented a slide show for the Commission showing the status of the HEPS pump station to show how the timely repair of the HEPS Motor Control Center was crucial for EBDA's wet weather functioning.
- **The Personnel Committee** met on April 17, 2108. The Personnel Committee recommended the Commission revising the resolution language passed last month fixing EBDA's PEMHCA at \$473.00 to comply with CalPERS revised guidance. The Committee also a first draft of revisions made by staff to the Personnel Policy.
- **Resolution Authorizing the General Manager to Enter into a Contract With GSE Construction Company Inc. In The Amount Of \$2,425,100 And Authorizing The General Manager To Execute Change Orders in an Amount Not to Exceed \$242,510 For A Total Monetary Approval Of \$2,667,610 For The Replacement Of The Motor Control Center for the Hayward Effluent Pump Station**

There was concern from the Commissioners that a 10% set aside for change orders was too high and should be reduced to 5%. This would allow the Commission to more fully understand project needs as presented by staff if changes should prove necessary. Following discussion, Commissioner Becker introduced a friendly amendment to the original resolution, and Commissioner Cutter seconded the amended resolution authorizing the General Manager to Enter into a Contract With GSE Construction Company Inc. In The Amount Of \$2,425,510 And Authorizing The General Manager To Execute Change Orders in an Amount Not to Exceed \$121,255 For A Total Monetary Approval Of \$2,546,765 For The Replacement Of The Motor Control Center for the Hayward Effluent Pump Station.

The Commission approved the amendment unanimously.

Ayes: Commissioners Johnson, Cutter, Toy, Becker, and Chair Peixoto

Noes: None

Absent: None

Abstain: None

- **Resolution Authorizing the General Manager to Issue Amendment No. 1 to the Contract with Beecher Engineering, Inc. Dated October 30, 2015, in the Amount of \$87,200 for a Total not to Exceed Amount of \$142,280 for Electrical Engineering Services Necessary to Complete the Hayward Effluent Pump Station Motor Control Center Replacement Project**

Commissioner Cutter introduced a resolution authorizing the General Manager to issue Amendment No. 1 to the contract with Beecher Engineering Inc. in the amount of \$87,200 for electrical engineering services for the Hayward Effluent Pump Station Motor Control Center Replacement Project. The motion was seconded by Commissioner Johnson and carried unanimously 5-0.

Ayes: Commissioners Johnson, Cutter, Toy, Becker, and Chair Peixoto
Noes: None
Absent: None
Abstain: None

- **Resolution Repealing Resolution 18-13 and Replacing it With Resolution 18-14 Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act**

Commissioner Cutter introduced the resolution repealing Resolution 18-13 and replacing it with Resolution 18-14 per CalPERS request to include language that is required by the CalPERS Legal Office fixing the Employer's Contribution under the Public Employees' Medical and Hospital Care Act at \$473. The motion was seconded by Commissioner Toy and carried unanimously, 5-0.

Ayes: Commissioners Johnson, Cutter, Toy, Becker, and Chair Peixoto
Noes: None
Absent: None
Abstain: None

- **Items from the Commission and Staff**

The Commission was updated on the health status of members of the EBDA community.

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167520	4/26/2018	3094	EAST BAY DISCHARGERS AUTHORITY	O&M ASSESSMENT, APR-JUN 2018		
					\$348,231.21	\$348,231.21
167547	4/26/2018	19171902	MONTEREY MECHANICAL CO	DIGESTER NO. 3 INSP & REHAB		
					\$169,102.85	\$169,102.85
167480	4/19/2018	1834	ROCKWELL SOLUTIONS INC	1 IPS CHOPPER PUMP		
					\$53,425.84	\$53,425.84
167553	4/26/2018	25739	RMC WATER AND ENVIRONMENT	HEADWORKS SCREEN NO. 3		
					\$13,554.05	\$52,541.30
	4/26/2018	25754		USD EFFLUENT MANAGEMENT STUDY		
					\$38,987.25	
167562	4/26/2018	218044	TANNER PACIFIC INC	PROJ: TWIN FORCE MAIN RELOCATION - PHASE 1		
					\$49,230.00	\$49,230.00
167476	4/19/2018	170120180410	PACIFIC GAS AND ELECTRIC	SERV TO 03/20/2018 PLANT		
					\$44,273.14	\$46,608.78
	4/19/2018	013720180404		SERV TO 04/03/18 BOYCE RD PS		
					\$2,335.64	
167509	4/26/2018	165980	CAROLLO ENGINEERS	PLANT SOLIDS SYSTEM/CAPACITY ASSESSMENT		
					\$19,896.89	\$43,390.06
	4/26/2018	166045		PLANT ASSET CONDITION ASSESSMENT UPDATE		
					\$23,493.17	
167478	4/19/2018	1225432	POLYDYNE INC	45,500 LBS CLARIFLOC C-6267		
					\$31,909.26	\$31,909.26
167450	4/19/2018	381139590	CH2M HILL INC	ODOR CONTROL ALTERNATIVES STUDY		
					\$30,091.34	\$30,091.34
167510	4/26/2018	MJK9081	CDW GOVERNMENT LLC	NETWORK R AND R		
					\$10,453.69	\$26,190.75
	4/26/2018	MJD0288		NETWORK R AND R		
					\$2,579.13	
	4/26/2018	MHT3760		NETWORK R AND R		
					\$2,491.33	
	4/26/2018	MGQ7763		NETWORK R AND R		
					\$7,039.36	
	4/26/2018	MGZ1006		NETWORK R AND R		
					\$3,627.24	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167487	4/19/2018	533620180322	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - MAR 2018	\$23,296.87	\$23,296.87
167443	4/19/2018	11313927	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$15,642.77	\$17,569.28
	4/19/2018	11313925		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$1,926.51	
167454	4/19/2018	2	MICHAEL D BROWN CONSULTING ENG	GREEN PROJECT GRANT ASSISTANCE	\$15,914.30	\$15,914.30
167469	4/19/2018	20180322	LANDSEA HOMES	REFUND - CHERRY STREET PS DEPOSIT	\$14,333.69	\$14,333.69
167432	4/19/2018	44399	ABC FIRE PROTECTION INC	ANNUAL FIRE EXTINGUISHER SERVICE	\$11,219.38	\$11,219.38
167431	4/19/2018	67810	3T EQUIPMENT COMPANY INC	1 CS SEAL CAULKING	\$263.40	\$10,182.67
	4/19/2018	67847		1-1/2" PIRANAH SEWER HOSE	\$1,330.17	
	4/19/2018	67858		ASTD PARTS & MATERIALS	\$1,141.46	
	4/19/2018	67848		1-3/4" PIRANHA SEWER HOSE	\$2,080.86	
	4/19/2018	67901		CREDIT: INV 67810 - 1 CS SEAL CAULKING	-\$263.40	
	4/19/2018	67857		10 PIPE PATCH KITS	\$5,630.18	
167485	4/19/2018	870997	UNIVAR USA INC	4798 GALS SODIUM HYPOCHLORITE	\$2,353.82	\$9,614.45
	4/19/2018	870608		5001 GALS SODIUM HYPOCHLORITE	\$2,453.41	
	4/19/2018	871405		5000 GALS SODIUM HYPOCHLORITE	\$2,452.92	
	4/19/2018	871403		4799 GALS SODIUM HYPOCHLORITE	\$2,354.30	
167561	4/26/2018	20180424	STATE BOARD OF EQUALIZATION	SALES & USE TAX 1/18 - 3/18	\$9,244.00	\$9,244.00
167507	4/26/2018	32899	CALIFORNIA WATER TECHNOLOGIES	42,280 LBS FERROUS CHLORIDE	\$4,485.32	\$8,826.56
	4/26/2018	32879		41,920 LBS FERROUS CHLORIDE	\$4,341.24	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167551	4/26/2018	300460	RECOLOGY SONOMA MARIN	GRIT DISPOSAL - 2018 MARCH		
					\$7,987.13	\$7,987.13
167434	4/19/2018	4107361120180404	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/04/18-MTR HYD 15001101		
					\$139.90	\$7,347.66
	4/19/2018	4107393020180401		SERV TO: 03/30/18-MTR HYD 15141193		
					\$598.76	
	4/19/2018	4107393520180401		SERV TO: 03/30/18-MTR HYD 16435269		
					\$1,125.99	
	4/19/2018	4047286120180404		SERV TO: 04/03/18 - PASEO PADRE		
					\$51.25	
	4/19/2018	4107393420180401		SERV TO: 03/30/18-MTR HYD 15952331		
					\$590.45	
	4/19/2018	4107361120180401		SERV TO: 03/30/18-MTR HYD 15001101		
					\$881.06	
	4/19/2018	4107361320180401		SERV TO: 03/30/18-MTR HYD 16320037		
					\$793.87	
	4/19/2018	4107393220180401		SERV TO: 03/30/18-MTR HYD 16435275		
					\$1,204.87	
	4/19/2018	4107393420180405		SERV TO: 04/04/18-MTR HYD 15952331		
					\$42.17	
	4/19/2018	4107393120180401		SERV TO: 03/30/18-MTR HYD 16435270		
					\$1,404.14	
	4/19/2018	4108253920180401		SERV TO: 03/30/18-MTR HYD 32896061		
					\$515.20	
167458	4/19/2018	11419	DICA MARKETING COMPANY	2 CRANE PADS		
					\$7,093.04	\$7,093.04
167494	4/26/2018	181456	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT		
					\$3,217.92	\$7,067.04
	4/26/2018	181315		HAZARDOUS MATERIAL MANAGEMENT		
					\$3,849.12	
167463	4/19/2018	239873	FRANK A OLSEN COMPANY	DIGESTER 6 NEW ROTORK IQ18		
					\$6,413.05	\$6,413.05
167503	4/26/2018	1051	BAYWORK	ANNUAL FEE - 2017/2018 SIGNATORY FEE		
					\$6,105.00	\$6,105.00
167533	4/26/2018	22097	IEDA INC	LABOR RELATIONS CONSULTING 04/01/18 - 06/01/2018		
					\$6,057.00	\$6,057.00
167444	4/19/2018	308419300	BUCKLES SMITH ELECTRIC	1 PANELVIEW PLUS 7 GRAPHICS/ 1 CONTROLLOGIX		
					\$5,044.73	\$5,044.73

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167497	4/26/2018	180401871	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 90 - REPLACED FLOW SWITCH CHILLER #2	\$1,155.00	\$5,044.25
	4/26/2018	180401870		SERVICE CALL: BLDG 82 - REPORTS OF GAS SMELL & SMOKE	\$1,016.25	
	4/26/2018	180401860		SERVICE CALL: BLDG 70 - REPLACE DEFECTIVE KEYPAD	\$2,873.00	
167518	4/26/2018	10231201233	DELL MARKETING LP C/O DELL USA	14 DELL ULTASHARP U2415 MONITORS	\$4,872.94	\$4,872.94
167579	4/26/2018	4711	WORKSMART AUTOMATION INC	PROGRAMMING SERVICES - NEWARK PUMP STATION WET WELL PROJ	\$580.00	\$4,810.50
	4/26/2018	4712		ON-SITE PROGRAMMING SERVICES - DIGESTER #7	\$4,230.50	
167573	4/26/2018	872248	UNIVAR USA INC	4801 GALS SODIUM HYPOCHLORITE	\$2,355.29	\$4,709.59
	4/26/2018	871901		4799 GALS SODIUM HYPOCHLORITE	\$2,354.30	
167440	4/19/2018	197534	BEST BUY AUTO EQUIPMENT	1 TIRE CHANGER	\$4,609.50	\$4,609.50
167446	4/19/2018	32847	CALIFORNIA WATER TECHNOLOGIES	41,880 LBS FERROUS CHLORIDE	\$4,390.00	\$4,390.00
167549	4/26/2018	1228557	POLYDYNE INC	43,040 LBS CLARIFLOC WE-539	\$4,062.33	\$4,062.33
167490	4/19/2018	2034703	WEST YOST ASSOCIATES	3RD SLUDGE DEGRITTER SYSTEM	\$1,755.00	\$3,918.00
	4/19/2018	2034629		HYPO TANKS AND PIPING REPLACEMENT	\$2,163.00	
167568	4/26/2018	504978	TRACKER, A DIV OF C2, LLC	PORTFOLIO ACCOUNTING & REPORTING ANNUAL	\$3,900.00	\$3,900.00
167462	4/19/2018	223610	EXAMINETICS	2018 HEARING AND RESPIRATOR TESTS	\$3,855.00	\$3,855.00

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167499	4/26/2018	4107393120180410	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/05/18-MTR HYD 16435270		
					\$1,823.81	\$3,846.05
	4/26/2018	4107393520180411		SERV TO: 04/04/18-MTR HYD 16435269		
					\$105.91	
	4/26/2018	4108253920180410		SERV TO: 04/04/18-MTR HYD 32896061		
					\$127.15	
	4/26/2018	4107393020180410		SERV TO: 04/04/18-MTR HYD 15141193		
					\$50.67	
	4/26/2018	4107393220180410		SERV TO: 04/04/18-MTR HYD 16435275		
					\$122.90	
	4/26/2018	4107361320180410		SERV TO: 04/05/18-MTR HYD 16320037		
					\$1,615.61	
167569	4/26/2018	9902842018	TRIMARK ASSOCIATES INC	COGEN PROJECT - PERFORMANCE DATA PROVIDER		
					\$3,840.00	\$3,840.00
167542	4/26/2018	7703	MCCULLOUGH CONSTRUCTION INC	REFUND # 20956		
					\$3,300.00	\$3,300.00
167563	4/26/2018	9306	TEEL CONSTRUCTION, INC	REFUND # 20465		
					\$3,300.00	\$3,300.00
167528	4/26/2018	2151700	HACH COMPANY	CREDIT: INV 10787353 - 1 TSS SPARE TURBIDITY METER		
					\$-6,649.76	\$3,168.00
	4/26/2018	10889290		PORTABLE TSS PROBE		
					\$3,244.18	
	4/26/2018	10904005		1 SOLITAX		
					\$6,573.58	
167578	4/26/2018	14960	WESTERN MACHINE & FAB INC	1 REMOVAL BROKEN STUD IN CAST HOUSING		
					\$180.00	\$3,033.50
	4/26/2018	14938		4 RIDGED COUPLINGS		
					\$2,853.50	
167477	4/19/2018	4379	PIPELOGIX INC	PIPELOGIX ANNUAL SUPPORT		
					\$3,000.00	\$3,000.00
167433	4/19/2018	180301861	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 83 - ROOFTOP EXHAUST FAN		
					\$1,693.00	\$2,608.00
	4/19/2018	180301839		MAR 2018: FILTER CHANGE BLDGS 54, 63, 81, 90		
					\$915.00	
167482	4/19/2018	9587	ROOTER HERO	REFUND # 20949		
					\$2,500.00	\$2,500.00
167526	4/26/2018	70607002	GLENMOUNT GLOBAL SOLUTIONS INC	WIN911 CUSTOMIZATION WORK		
					\$2,350.00	\$2,350.00

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167517	4/26/2018	38848	DEL CONTE'S LANDSCAPING INC	LANDSCAPE MAINTENANCE SERVICES APRIL 2018	\$1,365.00	\$2,280.00
	4/26/2018	312483		WEED ABATEMENT WORK APRIL 2018	\$915.00	
167571	4/26/2018	6.1	UGSI CHEMICAL FEED, INC	1 POLYMER MIXING UNIT - BAL DUE	\$2,140.00	\$2,140.00
167504	4/26/2018	12565410C	BLAISDELL'S	CREDIT: INV 12565410 - ASTD OFFICE SUPPLIES	\$-1,035.00	\$2,095.01
	4/26/2018	12561860		ASTD OFFICE SUPPLIES	\$36.12	
	4/26/2018	12559140		ASTD OFFICE SUPPLIES	\$28.81	
	4/26/2018	12566220		ASTD OFFICE SUPPLIES	\$18.19	
	4/26/2018	12569480		OFFICE SUPPLIES	\$329.46	
	4/26/2018	12566211		1 SIT/STAND WORKSTATION EXTENSION	\$65.77	
	4/26/2018	12566210		1 SIT/STAND WORKSTATION	\$581.66	
	4/26/2018	12561840		OFFICE SUPPLIES	\$1,035.00	
	4/26/2018	12565410		ASTD OFFICE SUPPLIES	\$1,035.00	
167442	4/19/2018	824369	BRENNTAG PACIFIC, INC.	2564 LBS SODIUM HYDROXIDE	\$695.90	\$2,081.36
	4/19/2018	823594		5128 LBS SODIUM HYDROXIDE	\$1,385.46	
167473	4/19/2018	20180331	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - MAR 2018	\$1,927.49	\$1,927.49
167475	4/19/2018	30612	NORCAL PRINTING INC	1000 BOOKLETS - KIDS BACKYARD BUGS GUIDE	\$1,864.90	\$1,864.90
167577	4/26/2018	2034628	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS - WEST	\$1,840.33	\$1,840.33
167461	4/19/2018	1100307	ENTHALPY ANALYTICAL LLC	1 LAB SAMPLE ANALYSIS	\$60.00	\$1,555.00
	4/19/2018	1099841		65 LAB SAMPLE ANALYSIS	\$1,495.00	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167501	4/26/2018	10700	AMERICAN DISCOUNT SECURITY	03/01/18 - 03/31/18 GUARD AT DISTRICT GATE	\$1,518.00	\$1,518.00
167527	4/26/2018	9734567366	GRAINGER INC	ASTD PARTS & MATERIALS	\$57.31	\$1,508.99
	4/26/2018	9734567374		ASTD PARTS & MATERIALS	\$320.38	
	4/26/2018	9734839252		ASTD PARTS & MATERIALS	\$132.68	
	4/26/2018	9745224676		CREDIT: INV 9735899396 - ASTD PARTS & MATERIALS	\$-1,439.92	
	4/26/2018	9735899396		ASTD PARTS & MATERIALS	\$1,439.92	
	4/26/2018	9733766365		ASTD PARTS & MATERIALS	\$45.62	
	4/26/2018	9734878615		ASTD PARTS & MATERIALS	\$754.00	
	4/26/2018	9736386344		ASTD PARTS & MATERIALS	\$199.00	
167535	4/26/2018	PYF9084	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - MARCH 2018	\$854.32	\$1,497.23
	4/26/2018	201565370		DATA/MEDIA OFF-SITE STORAGE - MARCH 2018	\$304.38	
	4/26/2018	PYA8567		OFF-SITE STORAGE AND SERVICE - MARCH 2018	\$338.53	
167492	4/26/2018	67843	3T EQUIPMENT COMPANY INC	24 SEAL GUARDS	\$1,432.91	\$1,432.91
167445	4/19/2018	224789	BURKE, WILLIAMS & SORENSON LLP	CIP - FEBRUARY 2018	\$1,408.68	\$1,408.68
167472	4/19/2018	24032371	MOTION INDUSTRIES INC	20 MINI LUBERS	\$1,302.41	\$1,302.41
167515	4/26/2018	13794	CONSTRUCTION ZONE LLC, THE	50 TYPE 1 BARRICADES	\$1,264.87	\$1,264.87
167574	4/26/2018	9804450786	VERIZON WIRELESS	WIRELESS SERV 03/02/18 - 04/01/18	\$1,259.15	\$1,259.15
167539	4/26/2018	15935	LOOKINGPOINT INC	ANNUAL SUPPORT FOR PHONE AND NETWORK	\$1,225.00	\$1,225.00

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167465	4/19/2018	9723502564	GRAINGER INC	ASTD PARTS & MATERIALS	\$874.21	\$1,223.52
	4/19/2018	9729250390		1 HALF MASK RESPIRATOR	\$26.33	
	4/19/2018	9724839627		ASTD PARTS & MATERIALS	\$58.57	
	4/19/2018	9729071473		ASTD PARTS & MATERIALS	\$223.06	
	4/19/2018	9726420772		ASTD PARTS & MATERIALS	\$41.35	
167575	4/26/2018	8081923917	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$302.91	\$1,124.85
	4/26/2018	8081913015		LAB SUPPLIES	\$509.74	
	4/26/2018	8081908827		LAB SUPPLIES	\$243.72	
	4/26/2018	8081891244		LAB SUPPLIES	\$68.48	
167567	4/26/2018	186005	TPC TRAINCO	PREPAY TRNG - DEREK CHIU - PLCS FOR NON-PROGRAMMERS 5/21-22/18	\$1,100.00	\$1,100.00
167572	4/26/2018	172	UNION CITY CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL MAR 2018 - MAR 2019	\$1,080.00	\$1,080.00
167556	4/26/2018	3154543002	S & S SUPPLIES & SOLUTIONS	PPE	\$1,075.55	\$1,075.55
167505	4/26/2018	825791	BRENNTAG PACIFIC, INC.	2564 LBS SODIUM HYDROXIDE	\$692.73	\$1,040.68
	4/26/2018	826196		1282 LBS SODIUM HYDROXIDE	\$347.95	
167468	4/19/2018	12024629	KELLY SERVICES INC	TEMP LABOR-GONZALEZ, E. WK END 03/25/2018	\$1,036.20	\$1,036.20
167536	4/26/2018	13020756	KELLY SERVICES INC	TEMP LABOR-GONZALEZ, E. WK END 04/01/2018	\$1,036.20	\$1,036.20
167489	4/19/2018	40622	WECO INDUSTRIES LLC	TRACTOR CAMERA REPAIR PARTS	\$1,024.05	\$1,024.05
167453	4/19/2018	20180328	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,013.21	\$1,013.21

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167560	4/26/2018	3373356476	STAPLES CONTRACT & COMMERCIAL	JANITORIAL/BREAKROOM SUPPLIES	\$820.95	\$1,002.10
	4/26/2018	3373356474		JANITORIAL SUPPLIES	\$35.66	
	4/26/2018	3373356469		JANITORIAL SUPPLIES	\$74.17	
	4/26/2018	3373356477		JANITORIAL/BREAKROOM SUPPLIES	\$71.32	
167470	4/19/2018	20180412	MCGUIRE & HESTER	EMERGENCY STANDBY RETAINER, 2018	\$1,000.00	\$1,000.00
167555	4/26/2018	9568	ROOTER HERO	REFUND # 20953	\$500.00	\$1,000.00
	4/26/2018	9590		REFUND # 20954	\$500.00	
167538	4/26/2018	1457686	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES - CALPERS AUDIT - UNIFORMS	\$925.00	\$925.00
167495	4/26/2018	68592	AIR & TOOL ENGINEERING COMPANY	RETROFIT FOR AIRSAW	\$883.92	\$883.92
167481	4/19/2018	20180418	THERESA RODRIGUEZ	3RD QTR FY18 ALT COMP SPECIAL RECOGNITION	\$850.00	\$850.00
167544	4/26/2018	61405440	MCMASTER SUPPLY INC	MISC SUPPLIES	\$746.48	\$848.12
	4/26/2018	61173026		ASTD PARTS & MATERIALS	\$16.17	
	4/26/2018	61173027		ASTD PARTS & MATERIALS	\$85.47	
167447	4/19/2018	4025451758	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$846.01	\$846.01
167525	4/26/2018	10134	FREMONT EXPRESS COURIER SVC	COURIER SVCS: MAR 2018 DAILY MAIL/2 BOARDMEMBER DELIVERY	\$840.00	\$840.00
167483	4/19/2018	12164	ROTO-JET OF AMERICA CO INC	PARTS WASHER CHEMICAL STOCK	\$776.16	\$776.16
167484	4/19/2018	1839466002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$40.87	\$775.80
	4/19/2018	1839466001		ASTD ELECTRICAL SUPPLIES	\$734.93	
167455	4/19/2018	14783	CRANE WORKS INC	NEW PENDANT SWITCH APS WET WELL HOIST	\$761.65	\$761.65

**UNION SANITARY DISTRICT
CHECK REGISTER
4/14/2018-04/27/2018**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167435	4/19/2018	5181741	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$137.41	\$742.88
	4/19/2018	5181521		ASTD PARTS & MATERIALS	\$320.53	
	4/19/2018	5181593		ASTD PARTS & MATERIALS	\$126.64	
	4/19/2018	5181487		LED EMERGENCY EXIT LIGHTS	\$158.30	
167523	4/26/2018	903506175	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$387.10	\$732.10
	4/26/2018	903500081		DI WATER SYSTEM	\$345.00	
167559	4/26/2018	20180423	JOHN SEO	TRAVEL REIMB: REGISTRATION/LODGING/PER DIEM/BRIDGE TOLL	\$728.80	\$728.80
167546	4/26/2018	1603328	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - APR 2018	\$693.63	\$693.63
167512	4/26/2018	54K114307	CINTAS CORPORATION NO. 2	ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$17.22	\$692.10
	4/26/2018	54K114305		UNIFORM LAUNDERING SERVICE	\$397.18	
	4/26/2018	54K114306		UNIFORM LAUNDERING & RUGS	\$277.70	
167493	4/26/2018	20060287	ABC IMAGING, INC.	ECO BOARDS	\$690.05	\$690.05
167554	4/26/2018	38282	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$687.46	\$687.46
167514	4/26/2018	42225	CLAREMONT BEHAVIORAL SERVICES	MAY 2018 EAP PREMIUMS	\$644.00	\$644.00
167496	4/26/2018	9952636684	AIRGAS NCN	CYLINDER RENTAL	\$641.91	\$641.91
167531	4/26/2018	539557	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$592.07	\$592.07
167474	4/19/2018	12297713	CITY OF NEWARK	ENCROACHMENT PERMITS-CS-ESCALLONIA/SAINT MATTHEW	\$570.00	\$570.00
167448	4/19/2018	2186	CASA	2018 CASA WINTER CONF REG - LOPEZ, A.	\$550.00	\$550.00
167534	4/26/2018	1058184	INDUSTRIAL SAFETY SUPPLY	PPE	\$526.92	\$526.92

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167488	4/19/2018	8081789143	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$485.24	\$523.00
	4/19/2018	8081809557		LAB SUPPLIES	\$37.76	
167552	4/26/2018	346801	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$516.67	\$516.67
167543	4/26/2018	104157	MCINERNEY & DILLON, P.C.	LEGAL SERVICES FREMONT & PASEO PADRE LS IMPROVEMENTS	\$500.50	\$500.50
167459	4/19/2018	9538	E Z PLUMBING	REFUND # 20947	\$500.00	\$500.00
167491	4/19/2018	9188	LI XIAO	REFUND # 20948	\$500.00	\$500.00
167498	4/26/2018	9322	AKM CONSTRUCTION	REFUND # 20475	\$500.00	\$500.00
167516	4/26/2018	9607	FAROUQ DAOUD	REFUND # 20959	\$500.00	\$500.00
167545	4/26/2018	9175	MK PIPELINES INC	REFUND # 20327	\$500.00	\$500.00
167452	4/19/2018	54K113336	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING & RUGS	\$220.03	\$459.45
	4/19/2018	54K113335		UNIFORM LAUNDERING SERVICE	\$222.20	
	4/19/2018	54K113337		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$17.22	
167467	4/19/2018	193844	JACK JAMES TOWING INC	TOW SERVICE: T3292	\$450.00	\$450.00
167513	4/26/2018	66664	CITYLEAF INC	PLANT MAINTENANCE - APR 2018	\$431.86	\$431.86
167529	4/26/2018	602941789	HILLYARD/SAN FRANCISCO	JANITORIAL SUPPLIES	\$84.52	\$409.21
	4/26/2018	602941790		JANITORIAL SUPPLIES	\$324.69	
167566	4/26/2018	3003810560	THYSSENKRUPP ELEVATOR CORP	PHONE MONITORING ELEVATOR APR 2018 - MAR 2019	\$395.60	\$395.60
167464	4/19/2018	1841082691	GOODYEAR COMM TIRE & SERV CTRS	2 TIRES	\$377.24	\$377.24
167564	4/26/2018	18040509	TELOG INSTRUMENTS INC	3 MANHOLE MONITOR BATTERIES	\$333.64	\$333.64

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167550	4/26/2018	139644	PREFERRED ALLIANCE INC	MARCH 2018 SERVICE FEE	\$298.96	\$298.96
167471	4/19/2018	60838788	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$20.41	\$288.48
	4/19/2018	60820462		ASTD PARTS & MATERIALS	\$74.97	
	4/19/2018	60897107		ASTD PARTS & MATERIALS	\$24.45	
	4/19/2018	60820461		ASTD PARTS & MATERIALS	\$77.85	
	4/19/2018	60820463		ASTD PARTS & MATERIALS	\$90.80	
167506	4/26/2018	11311370.1	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$281.72	\$281.72
167576	4/26/2018	40078	WECO INDUSTRIES LLC	FREIGHT CHARGE FOR LOANER CAMERA	\$267.69	\$267.69
167441	4/19/2018	12546140	BLAISDELL'S	1 PK LABELS	\$64.74	\$262.57
	4/19/2018	12546890		1 PK LABELS	\$17.55	
	4/19/2018	12555310		1 TONER	\$153.55	
	4/19/2018	12547650		2 BINDERS	\$3.80	
	4/19/2018	12547930		ASTD OFFICE SUPPLIES	\$22.93	
167479	4/19/2018	255204	PRESTIGE LENS LAB	SAFETY GLASSES - MCEVOY, R	\$259.50	\$259.50
167437	4/19/2018	1770485	ANALYSTS, INC.	10 LAB SAMPLE ANALYSIS	\$228.60	\$228.60
167557	4/26/2018	85340220180420	SAN FRANCISCO WATER DEPT	SERVICE 03/22/2018 TO 04/19/2018	\$223.99	\$223.99
167460	4/19/2018	8941	EAST BAY MUNI UTILITY DISTRICT	3 LAB SAMPLE ANALYSES	\$213.00	\$213.00
167439	4/19/2018	21164800	BECK'S SHOES	SAFETY SHOES: M. LUBINA	\$208.00	\$208.00
167537	4/26/2018	20180423	KATHLEEN KING	EXP REIMB: LODGING DEPOSIT - NEOGOV CONF - OCT 2018	\$180.27	\$180.27

**UNION SANITARY DISTRICT
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167521	4/26/2018	90100885323	ENTERPRISE GOV 43-1514861	RENTAL: A. BAILE, ONTARIO, CA	\$177.75	\$177.75
167565	4/26/2018	20180425	KAROLINE TERRAZAS	EXP REIMB: MILEAGE, PARKING, & TRAINING SUPPLIES CWEA CONF	\$160.84	\$160.84
167558	4/26/2018	20180425	JAMES SCHOFIELD	EMPLOYEE RECOGNITION BBQ	\$160.00	\$160.00
167486	4/19/2018	28499367	UPS - UNITED PARCEL SERVICE	REDELIVERY FREIGHT CHARGE	\$159.03	\$159.03
167532	4/26/2018	3029364793	IDEXX DISTRIBUTION INC	1 QC FECAL COLIFORM	\$153.32	\$153.32
167511	4/26/2018	54779105	CINTAS CORPORATION	WORK POLO SHIRT FOR EC INSPECTORS	\$135.83	\$135.83
167502	4/26/2018	1117699	BAY AREA NEWS GROUP EAST BAY	AD: ORDINANCE #44.01 - DIRECTORS COMPENSATION	\$135.72	\$135.72
167570	4/26/2018	121188	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGREEME	\$133.33	\$133.33
167540	4/26/2018	20180423	SCOTT MARTIN	EXP REIMB: PER DIEM - MBR SITE VISIT	\$126.00	\$126.00
167524	4/26/2018	224283	EXAMINETICS	2018 HEARING AND RESPIRATOR TESTS	\$125.00	\$125.00
167449	4/19/2018	MGJ9868	CDW GOVERNMENT LLC	SPARE SCADA VIEW NODE PARTS	\$120.73	\$120.73
167451	4/19/2018	54776955	CINTAS CORPORATION	SUMMER JACKETS FOR T. PORTEOUS	\$113.20	\$113.20
167541	4/26/2018	77889123	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - MARCH 2018	\$85.32	\$85.32
167522	4/26/2018	1101490	ENTHALPY ANALYTICAL LLC	8 LAB SAMPLE ANALYSIS	\$80.00	\$80.00
167438	4/19/2018	7012928997	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD PARTS & MATERIALS	\$78.24	\$78.24
167466	4/19/2018	539571	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$73.27	\$73.27
167456	4/19/2018	20180417	CWEA	TRAINING REG: JACKSON, D. - TNI LAB ACCREDITATION STANDARD	\$65.00	\$65.00
167457	4/19/2018	20180417.1	CWEA	SCVS LAB SEMINAR REGISTRATION: SEO, JOHN	\$65.00	\$65.00
167519	4/26/2018	615320180420	DISH NETWORK	MAY 2018 - SERVICE FEE	\$60.90	\$60.90

**UNION SANITARY DISTRICT
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
167500	4/26/2018	8041551	ALPHA ANALYTICAL LABORATORIES	2 LAB SAMPLE ANALYSIS	\$55.00	\$55.00
167530	4/26/2018	5761983	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	\$33.90	\$53.79
	4/26/2018	5763015		ASTD PARTS & MATERIALS	\$19.89	
167508	4/26/2018	296261	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINTS	\$32.00	\$32.00
167548	4/26/2018	140120180404	PACIFIC GAS AND ELECTRIC	SERV TO 04/02/18 IRVINGTON PS	\$24.89	\$24.89
167436	4/19/2018	7300054788	AMIAD FILTRATION SYSTEMS	1 EXTERNAL RETAINING RING	\$20.73	\$20.73

Invoices:			Checks:		
Credit Memos :	4	-9,388.08			
\$0 - \$1,000 :	146	46,089.39	\$0 - \$1,000 :	74	30,003.42
\$1,000 - \$10,000 :	78	219,359.00	\$1,000 - \$10,000 :	59	195,875.01
\$10,000 - \$100,000 :	15	395,721.64	\$10,000 - \$100,000 :	14	425,903.52
Over \$100,000 :	2	517,334.06	Over \$100,000 :	2	517,334.06
Total:	245	1,169,116.01	Total:	149	1,169,116.01

SF raising water, sewer rates over 4 years

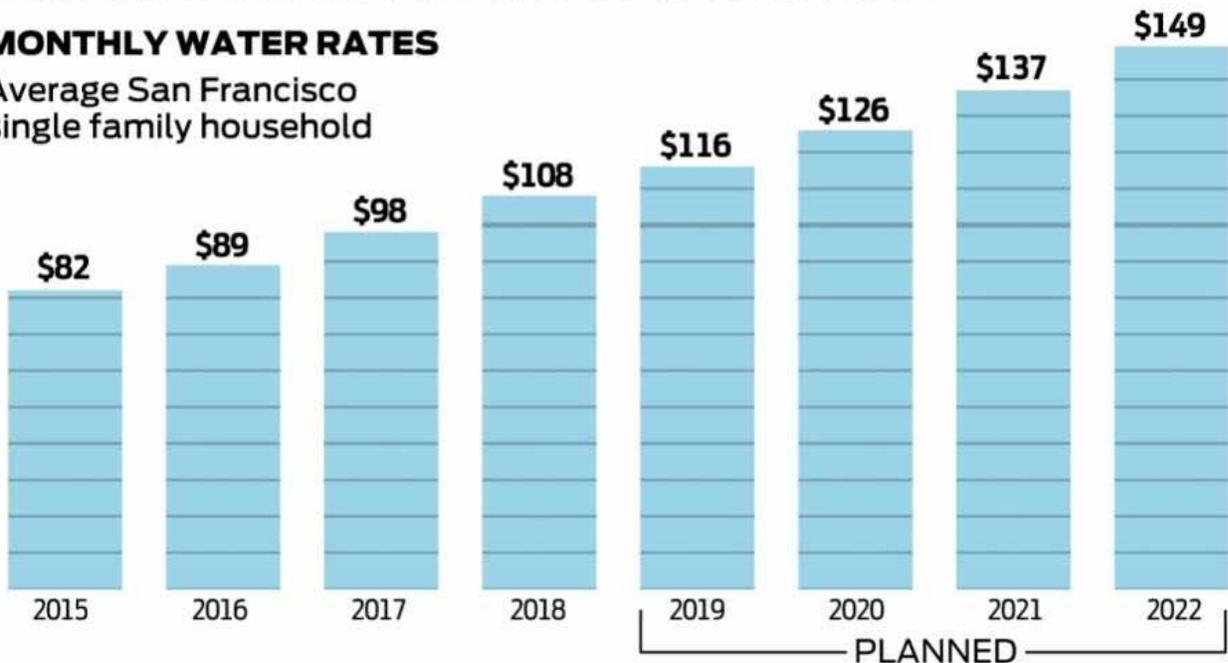
By **Dominic Fracassa** Updated 12:11 pm, Saturday, April 21, 2018

Rising rates

San Francisco's Public Utilities Commission has approved water and sewer rate hikes over the next four years.

MONTHLY WATER RATES

Average San Francisco single family household



Source: S.F. Public Utilities Commission

John Blanchard / The Chronicle

Water bills in San Francisco are set to rise steadily over the next four years, after the approval of a rate schedule by the city's Public Utilities Commission.

The city's combined bill for water and sewer services will climb by an average of 8.4 percent, or around \$10, each year through 2022, according to the commission.

The agency settled on when and how much rates would rise after a 1½-year study partly tied to the city's budgeting process and schedules set by the City Charter.

Water and sewer rates across San Francisco will go up by 7.4 percent starting July 1.

Bills for households currently paying \$108 per month — the citywide average for single-family homes — will increase by \$8. That number will grow to \$126 in 2020, \$137 in 2021 and \$149 in 2022.

The commission has pegged the average monthly water use for single-family dwellings at about 3,964 gallons.

In addition to funding the commission's regular operations, the rate increases will pay for a series of ambitious infrastructure upgrades to the city's sewer system and vast Hetch Hetchy network that sends drinking water to 2.7 million Bay Area residents.

Most of the upgrades are designed to make the city's water and sewer systems more efficient, more responsive to sea level rise and other effects of climate change, and better equipped to withstand earthquakes.

Eric Sandler, the commission's chief financial officer and assistant general manager, said the most significant project is the agency's **Water System Improvement Program**, \$4.8 billion in upgrades consisting of 83 projects.

At \$810 million, the largest of those projects is the construction of a new **Calaveras Dam** in the hills of the Sunol Valley. The earthen dam sits just 1,500 feet from the Calaveras Fault, which is capable of producing a 7.25-magnitude earthquake. The new dam, which is nearing completion, is being constructed to withstand a temblor of that magnitude.

The commission is also moving ahead with its **Sewer System Improvement Program**, which will be rolled out in phases through 2032. The city's **sewer system**, which is more than 100 years old in some places, is ill-equipped to handle the rising sea-levels associated with climate change and the infrastructure strains accompanying San Francisco's surging population.

Last month, the commission **approved** a \$1.3 billion upgrade to the solid-waste processing facilities at the city's Southeast Treatment Plant, which processes 80 percent

of the city's wastewater. The upgrades are intended to make solid wastewater treatment more efficient and reduce the offensive odors generated by the sewage plant.

While rising monthly water bills in an already expensive city can be tough to stomach, Sandler said the commission's projects are essential to ensuring San Francisco has a reliable and resilient water system.

"The interesting thing about our infrastructure in particular is that you don't see it," Sandler said. "You don't notice it until it doesn't work. It's fundamental for protecting public health and safety. Not making investments now makes the investments more costly in the future."

Dominic Fracassa is a San Francisco Chronicle staff writer. Email: dfracassa@sfchronicle.com Twitter: @dominicfracassa

Marin Independent Journal (<http://www.marinij.com>)

Marin oversight panel renews call for sanitation mergers

Grand jurors reassert push for mergers to cut expenses

By Richard Halstead, Marin Independent Journal

Monday, April 23, 2018



Disposal of sewage is something most people would rather not think about, but that reluctance is costing Marin residents a pretty penny, according to a new Marin County Civil Grand Jury report.

The report, released Friday, recommends immediate consolidation of three sanitary districts in central Marin — Sanitary District No. 1 (Ross Valley), Sanitary District No. 2 (Corte Madera) and the San Rafael Sanitary District.

It also suggests that six entities in Southern Marin — Almonte Sanitary District, Alto Sanitary District, Richardson Bay Sanitary District, Homestead Valley Sanitary District, Tamalpais Community Services District and the Mill Valley Public Works Department — create just two large sanitation districts.

The grand jury makes clear that the ultimate goal should be consolidation of all Marin sanitary districts and agencies into a single Marin Municipal Utilities District.

To facilitate this goal, the grand jury recommends that Marin County allocate additional funds to Marin's Local Agency Formation Commission, or LAFCO, which oversees the formation of government agencies and special districts.

“We are open to looking into the merits of consolidation options,” said Assistant County Administrator Dan Eilerman. “On the issue of funding, the county already pays a significant portion of the LAFCO budget, and we believe that any increased funding should be spread to be consistent with the existing formula.”

In the past, the board of Sanitary District No. 1 has been resistant to the idea of consolidation. In 2005, three other sanitation districts and the Central Marin Sanitation Agency agreed to unite with Sanitary District No. 1, but Sanitary District No. 1's board nixed the idea.

Nevertheless, Doug Kelly, the current board president of Sanitary District No. 1, said, “I absolutely support consolidation. I'm willing to work with my colleagues in the other districts to get this accomplished.”

Kelly said he has not discussed the grand jury report with other board members, but he said the resignation of the district's general manager, Greg Norby, announced Monday, would make consolidation easier.

"Ross Valley Sanitary District has been a poor player in the past," Kelly said, "but we have a very fine board now, and we work well with others."

While the general public might not be paying close attention to the issue of sanitation, this report is just the latest of several Marin civil grand jury reports on the topic.

In a 2014 report titled, "The Scoop on Marin County Sewer Systems," the grand jury wrote, "In total, there are 17 special districts, 2 municipalities, 2 JPAs, the National Park Service and the California State Park Service providing wastewater services to a population of 256,000 in an area just over 100 square miles."

To bolster its argument, the 2017-18 grand jury quotes from three studies, one commissioned in 2005 and two published last year. In 2017, a study completed by the Little Hoover Commission called for legislation to eliminate roadblocks to special district consolidations and another study by Marin LAFCO made specific recommendations for consolidations.

Both of those studies focused on similar reasons for consolidation. First of all, they pointed to the cost savings realizable due to elimination of redundancies: one board of directors and one administrative department versus many.

The 2014 grand jury report noted that the total amount spent in fiscal year 2012-2013 for district managers' salaries and benefits (excluding pensions) in all agencies was close to \$2.4 million. That report also stated that the 109 board members serving on wastewater agencies received approximately \$250,000 in compensation during the most recent fiscal year.

Another rationale cited for consolidation in the 2017 Little Hoover Commission and Marin LAFCO reports was the need to prepare for the effects of climate change.

The 2017-18 grand jury writes, "Specific to sanitation, the use of gravity in wastewater systems results in sanitation facilities being located at the lowest elevation, thereby exposing them to rising sea levels."

The grand jury notes in its report that the search for cost savings have resulted in previous successful consolidations in Marin.

"A police consolidation in central Marin has demonstrated substantial cost savings and fire districts in southern Marin are currently collaborating with the end goal of consolidation," the grand jury wrote.

Later in the report, the grand jury states that the Southern Marin Fire Protection District is projected to save \$315,000 per year.

The grand jury also explains, however, that police and fire agencies have a financial incentive that many sanitation districts lack. That is because if sanitation districts run short of money they can boost their sewage charge fees using Proposition 218 rules.

The grand jury notes that a difference in sewage fees is one of the prime reasons that attempts to combine sanitary districts in Marin have been unsuccessful for decades. If residents in one district are

paying less than in another district, it is a hard sell to convince them that they will benefit from a merger that will result in their rates going up. Fear of losing local control and a lack of oversight have also played a role, the jury states.

Kelly said two districts that the grand jury suggests should join with Sanitary District No. 1 — Murray Park Sewer Maintenance District and San Quentin Village Sewer Maintenance District — both charge their customers substantially lower fees than Sanitary District No. 1.

“We’ll have to address that if we are to consolidate with them,” he said.

URL: <http://www.marinij.com/government-and-politics/20180423/marin-oversight-panel-renews-call-for-sanitation-mergers>

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Cities, utility districts fined for sewage overflow

Sewage

According to the US Environmental Protection Agency, several agencies allowed untreated sewage to seep into San Francisco Bay miles of sewer pipes, according to the release.

BAY PROTECTION

By Ali Tadayon

atadayon@bayareanewsgroup.com

East Bay Municipal Utility District, the Stege Sanitary District, and Oakland, Alameda, Albany and Berkeley have been fined for failing to prevent untreated sewage from entering the San Francisco Bay.

The fines by the U.S. Environmental Protection Agency announced Tuesday total \$389,300; Oakland is on the hook for \$226,500 and EBMUD must pay \$134,000.

The fines stem from a 2014 settlement with the EPA, EBMUD, and the cities in which EBMUD and the cities agreed to upgrade their 1,500-milelong sewer system over a 21 year period and pay \$1.5 million in penalties for past sewage overflow into the bay under the Clean Water Act, according to a news release.

Since the settlement, EBMUD and the cities have inspected about 720 miles of sewer and spent about \$80 million to upgrade almost 100

“When wastewater infrastructure is not properly maintained, untreated sewage can escape and be discharged to the bay,” the news release said. “Older sewer systems in particular can be overwhelmed during rainstorms, releasing untreated sewage in addition to polluting waterways. Untreated sewage can spread diseasecausing organisms, metals and nutrients that threaten

SEWAGE » PAGE3



Jared Blumenfeld, center, regional administrator of U.S. Environmental Protection Agency's Region 9, holds up a piece of broken sewer pipe at a press conference.

D. ROSS CAMERON — STAFF ARCHIVES

Cities, utility districts fined for sewage overflow

Sewage

public health. Sewage can also deplete oxygen in the bay, threatening fish, seals and other wildlife.”

own best practices, and we hope to reduce those penalties over time.”

EBMUD, in addition to failing to prevent sewer overflows from reaching the bay, failed to “meet effluent limitations for chlorine and coliform.”

EBMUD spokeswoman Jenesse Miller told the East Bay Times that the district believes the fines

From the time of the settlement to June 30, 2017, Oakland failed to prevent sewer overflows from reaching the bay and failed to repair small defects within the sewer system within a year, according to the release.

Oakland Public Works Department spokesman Sean Maher told the East Bay Times that the department is “meeting or exceeding our many commitments for this work, and we are continuing to make major investments in inspection, maintenance and capital projects to make the longterm improvements Oakland needs.”

In a report for the City Council presented at Tuesday’s Public Works Committee on the department’s progress on its sanitary sewer program, city officials said they expected a fine. However, they thought it would be around \$190,000.

“We knew heading into the consent decree that we could not eliminate these issues overnight, and we knew some stipulated penalties would be unavoidable,” Maher said. “We are continuing to make improvements to our system and our

are reasonable, and it is working toward upgrading its sewer systems to the standards of the 2014 settlement. EBMUD officials believe rainstorms during the 2016-17 winter overloaded the systems and led to its failure to meet the effluent limitations, she said. Over the past winter, EBMUD had no overflow reports, Miller said. EBMUD’s “wet weather facilities” team has beefed up its training and taken remedial measures.

“I think if you talk to any partner involved, we’re all very committed to the bay and keeping it the pristine bay that we all want it to be,” Miller said.

Stege Sanitary District — which covers El Cerrito, Kensington and part of Richmond — as well as Alameda, Albany and Berkeley also were fined.

Contact Ali Tadayon at 408- 859- 5289.

Wednesday, 04/25/2018 Pag.B01

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(http://www.ktvu.com)

☁️: **66°** (/weather) 🔍

News

Local (<http://www.ktvu.com/local-news>) National (<http://www.ktvu.com/news/world-national-news>) Politics (<http://www.ktvu.com/news/politics>)



Nearly 250,000 gallons of toxic sewage floods Oakland in one year



Nearly 250,000 gallons of sewage spilled onto Oakland city streets and waterways in 2016-17, a more than 700-percent increase from the year before. Photo: Chandler Landon/KTVU

By: [Lisa Fernandez \(mailto:lisaf@ktvu.com\)](mailto:lisaf@ktvu.com)



[body=http://www.ktvu.com/news/nearly-250000-gallons-of-toxic-sewage-floods-oakland-in-one-year](http://www.ktvu.com/news/nearly-250000-gallons-of-toxic-sewage-floods-oakland-in-one-year), [Brooks Jarosz \(mailto:brooks.jarosz@ktvu.com\)](mailto:brooks.jarosz@ktvu.com)
UPDATED: MAY 08 2018 09:51AM PDT

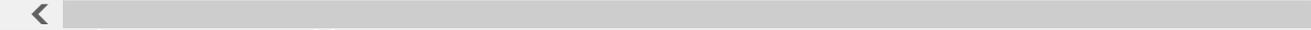
[body=http://www.ktvu.com/news/nearly-250000-gallons-of-toxic-sewage-floods-oakland-in-one-year](http://www.ktvu.com/news/nearly-250000-gallons-of-toxic-sewage-floods-oakland-in-one-year)
OAKLAND, Calif. - Miracles of Faith Rev. Gregory L. Brown can't forget one Thanksgiving weekend when it seemed as though biblical-sized floods had deluged his church. He had just finished serving a meal to his parishioners when he got an urgent phone call. Sewage was spewing into the bathroom and up to the countertops at his church, nestled in a

residential Oakland neighborhood near the Laurel District. The air smelled like rotten eggs. Brown got covered the floor. None of the children at the church-run Head Start program (http://www.ktvu.com) were allowed to come to school until crews dressed in hazmat uniforms hauled out the unsanitary mess.



News

"Jesus wept," Brown said remembering that winter nearly two years ago when 1,200 gallons of sewage spilled on local streets. National (http://www.ktvu.com/news/world-national-news) Politics (http://www.ktvu.com/news/politics) Local (http://www.ktvu.com/news/local-news) National (http://www.ktvu.com/news/world-national-news) Politics (http://www.ktvu.com/news/politics) Local (http://www.ktvu.com/news/local-news)



Interactive map: Significant sewage spills (http://www.ktvu.com/news/interactive-map-oaklands-biggest-sewage-spills)

Each year, hundreds of thousands of gallons of sewage overflows from aging city pipes in Oakland, much of which ends up contaminating creeks, lakes and waterways that flow straight into the bay. The sewage also destroys property and in some cases, has created decades-long headaches for residents, including the pastor.

Map Overview Back To Beginning

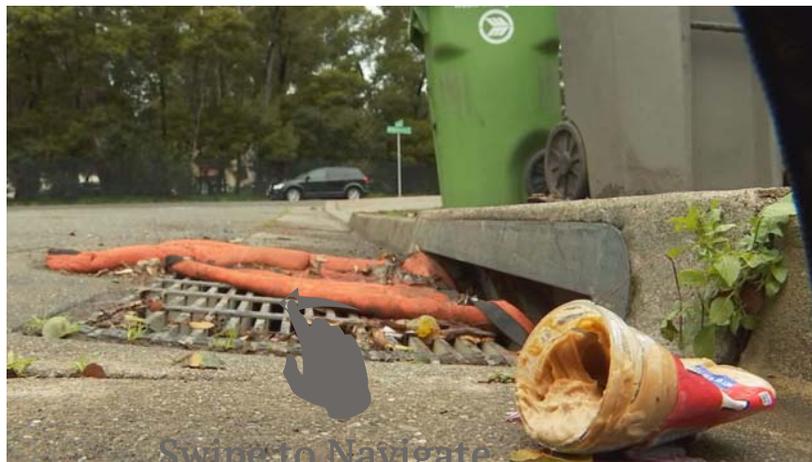
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SIGNIFICANT SEWAGE SPILLS

A total of 234,934 gallons spilled from Oakland city pipes in 2016 and 2017, according to an annual city report, representing a 729 percent increase in volume compared to the previous year. We've highlighted some of the most significant spills, including the 2018, too.

Brown estimates he and his neighbors have spent \$50,000 over 15 years to install a reverse drain outside the sidewalk of his church. And he's spent thousands of dollars more to replace ruined furniture. Most times, Brown has to figure out how to put a Band-Aid on the problem himself.

"There are times I go outside of the church and take Lysol and spray it around the sewer," Brown said. "The neighbors used to laugh at me. I just go outside with two or three cans of



In an emailed statement, department spokesman Sean Maher said, in part: "The work to rehabilitate and maintain this system is tremendous, and our consent decree outlines a clear plan that invests in that work over more than two decades. Since entering the consent

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decree in 2014, Oakland Public Works has rehabilitated more than 60 miles of pipe, well ahead of schedule. Sewer spills have reduced by 16 percent and with sustained investment and work, we can continue making reductions in the frequency and volume of spills.

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To city leaders, the Department of Public Works managers also insisted the agency is ahead of schedule in terms of pipe repair, cleaning the system, renovating the the sewer pump stations and inspecting the pipes, among other things, and it's doing the best it can to keep up with unfortunate overflows. They presented their positive-sounding report to a city committee on April 24, coincidentally, on the day the city was fined by the EPA. None of the managers mentioned the fine, which councilwoman Rebecca Kaplan noted, saying she really didn't appreciate their glowing "tone that everything was fine."

Image Gallery

17 PHOTOS

A peanut butter container is dumped by a storm drain at 3440 Seminary Avenue in Oakland.



Oakland Department of Works managers also noted that the increase in sewage overflows

officials to stop a sewage flow spilling into Lake Temescal, a series of emails obtained by 2 Investigates shows. (<http://www.ktvu.com>)

Brown, the pastor, said he's dealt with sewage overflows at his church **66° (Weather)** made between 75 to 100 phone calls to city agencies and councilmembers seeking assistance during that time period.

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 Just this winter Lisa Giampaoli, who lives near 19th Avenue and 28th Street by Highland Hospital, found brown, sludgy water coming out of the ground. It was gross and it smelled, and I had to walk my dog either into the street or all the way up the block to get around it," she said. "It was disgusting."

Giampaoli, who is an attorney, contacted the city as well as EBMUD several times trying to figure out which agency was responsible for the spill. In the meantime, the brown water wasn't stopped for weeks - 2 Investigates visited the site several times to confirm this.

She also received a lot of runaround, with each entity saying the blame fell on the other. To this day, it's unclear if what spilled in her neighborhood is sewage or not. The city said no; EBMUD said yes.

All the problems shouldn't be happening with all the money that the Department of Works is collecting, she argued.

"If you're going to charge me \$75 or more a month in sewage fees just to have my water turned on, you should at least be able to keep sewage from coming down a street by my house and keeping things Lake Temescal free of sewage," she said. "Like, where's all that money going?"

Until there is a permanent fix, Brown, the pastor, knows that every time it rains, his job is to run to the curb to check the pipes. He wishes the city would pony up and pay for a real fix.

"Give us what we deserve in our neighborhood," he said. "Give us the quality of life and the living where the standards are what we need and what we want."

From the flooding and the foul odors, however, have come other blessings, though.

Brown said that his neighborhood has come together over the years, with people helping out during the storms and pitching in to clean up the mess. He stopped to quote from John 11:35 again.

"And I've wept at the goodness of God," Brown said, "in the way He brought people together in his name."



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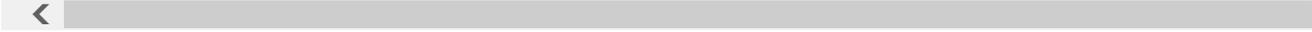


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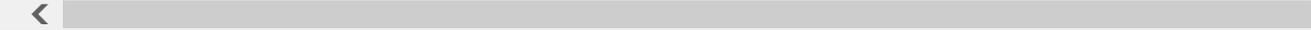


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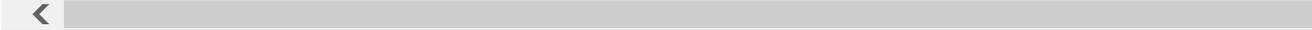


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Nearly 250,000 gallons of toxic sewage floods Oakland in one year



Nearly 250,000 gallons of sewage spilled onto Oakland city streets and waterways in 2016-17, a more than 700-percent increase from the year before. Photo: Chandler Landon/KTVU

By: [Lisa Fernandez](#) , [Brooks Jarosz](#), [Chandler Landon](#)

Posted: May 07 2018 11:28AM PDT

Updated: May 08 2018 09:41AM PDT

OAKLAND, Calif. - Miracles of Faith Rev. Gregory L. Brown can't forget one Thanksgiving weekend when it seemed as though biblical-sized floods had deluged his church. He had just finished serving a meal to his parishioners when he got an urgent phone call. Sewage was spewing into the bathroom and up to the countertops at his church, nestled in a residential Oakland neighborhood near the Laurel District. The air smelled like rotten eggs. Brown goo covered the floor. None of the children at the church-run Head Start program were allowed to come to school until crews dressed in hazmat uniforms hauled out the unsanitary mess.

“Jesus wept,” Brown said remembering that winter nearly two years ago when 1,200 gallons of sewage spewed outside and inside his church, conjuring a verse from John 11:35. “Yeah, I wept too at what happened.”

Each year, hundreds of thousands of gallons of sewage overflows from aging city pipes in Oakland, much of which ends up contaminating creeks, lakes and waterways that flow straight into the bay. The sewage also destroys property and in some cases, has created decades-long headaches for residents, including the pastor.

Brown estimates he and his neighbors have spent \$50,000 over 15 years to install a reverse drain outside the sidewalk of his church. And he’s spent thousands of dollars more to replace ruined furniture. Most times, Brown has to figure out how to put a Band-Aid on the problem himself.

“There are times I go outside of the church and take Lysol and spray it around the sewer,” Brown said. “The neighbors used to laugh at me. I just go outside with two or three cans of Lysol and I would just spray and spray thinking how unfortunate it is that little children have to walk past this.”

Oakland’s sewage problem getting worse

Oakland’s sewage knows no socioeconomic or geographic bounds. A map of some of the most significant spills shows that the toxic messes have overflowed in the affluent Glenview neighborhood down to a beloved creek, in front of a multimillion dollar home in Rockridge, behind a run-down home in a working-class neighborhood in Fruitvale and in the basement of a downtown Salvation Army. That’s not to mention the toxic wastewater flows into the popular Lake Temescal where people swim each summer and Lake Merritt, a favorite for boating all year long.

And the problem just seems to be getting worse.

In its last annual report, Oakland’s Department of Public Works noted that in 2016-2017, nearly 250,000 gallons of sewage overflowed, a 729 percent increase, from the prior fiscal year. These spills have financial and environmental consequences. For the first time, the Environmental Protection Agency fined Oakland \$226,500 for violating a consent decree and letting untreated sewage flow – containing E. coli and other toxins - into San Francisco Bay over a roughly three-year period.

The “consent decree” that Oakland is bound to is a legal agreement the city signed after being sued by the EPA and the nonprofit Baykeeper for violating the Clean Water Act. The 2014 agreement Oakland requires Oakland to repair its 900-mile pipe system over 22 years at a cost of \$300 million.

"We have to take responsibility for it and make sure we learn from those problems and

do better over the next three-year period, which starts now,” city councilman Dan Kalb said.

City says it's ahead of schedule

No one, including Department of Public Works Director Jason Mitchell, would go on camera or speak in person to 2 Investigates about the seeming delayed city response times to address sewage spills and the apparent short-term repairs made instead of real fixes.

In an emailed statement, department spokesman Sean Maher said, in part: “The work to rehabilitate and maintain this system is tremendous, and our consent decree outlines a clear plan that invests in that work over more than two decades. Since entering the consent decree in 2014, Oakland Public Works has rehabilitated more than 60 miles of pipe, well ahead of schedule. Sewer spills have reduced by 16 percent and with sustained investment and work, our goal is to continue making reductions to the frequency and volume of spills in Oakland.”

To city leaders, the Department of Public Works managers also insisted the agency is ahead of schedule in terms of pipe repair, cleaning the system, renovating the sewer pump stations and inspecting the pipes, among other things, and it's doing the best it can to keep up with unfortunate overflows. They presented their positive-sounding report to a city committee on April 24, coincidentally, on the day the city was fined by the EPA. None of the managers mentioned the fine, which councilwoman Rebecca Kaplan noted, saying she really didn't appreciate their glowing “tone that everything was fine.”

Oakland Department of Works managers also noted that the increase in sewage overflows during the last fiscal year was due to natural causes - namely rain - which is out of the agency's control.