



**UNION SANITARY DISTRICT BOARD MEETING/
UNION SANITARY DISTRICT FINANCING AUTHORITY
AGENDA**

**Monday, January 10, 2022
Regular Meeting - 4:00 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

CORONAVIRUS (COVID-19) ADVISORY NOTICE

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk, assistanttogm@unionsanitary.ca.gov or 510-477-7503, who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 857 1074 8391 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/85710748391>

	1.	Call to Order.
	2.	Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
	3.	Roll Call.
Motion	4.	Approve Minutes of the Union Sanitary District Board Meeting of December 13, 2021.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of December 15, 2021.
Motion	6.	Approve Minutes of the Union Sanitary District Special Board Meeting of December 16, 2021.
Information	7.	Operations Report: a) November 2021 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).</i> b) Fiscal Year 2022 1 st Quarter District-wide Balanced Scorecard <i>(to be reviewed by the Legal/Community Affairs Committee).</i>
	8.	Written Communications.
	9.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	10.	Award the Construction Contract for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W.M. Lyles Co. <i>(to be reviewed by the Engineering and Information Technology Committee).</i>
Motion	11.	Authorize the Payment of Permit, Inspection, and Other City Fees to the City of Union City for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project <i>(to be reviewed by the Engineering and Information Technology Committee).</i>
Motion	12.	Consider a Resolution Approving a Land Lease with Hickory Energy Storage, LLC for a Portion of the Old Newark WWTP Site and a Land Lease with Irvington Energy Storage, LLC for a Portion of the Irvington Pump Station Site (CEQA Review: Exempt Pursuant to CEQA Guidelines 15061(b)(3), 15303 and 15304) <i>(to be reviewed by the Budget & Finance Committee).</i>
Motion	13.	Consider a Resolution to Accept Two Sanitary Sewer Easements and Quitclaim a Sanitary Sewer Easement for Tract 8399 – Mission Falls, Located at Mission Falls Court and Mission Falls Lane, in the City of Fremont <i>(to be reviewed by the Legal/Community Affairs Committee).</i>

Motion	14.	Review and Consider Approval of Technical Services Workgroup Manager Position Description, and Revision to Salary Range.
Motion	15.	Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361.
Information	16.	Agreement with DCM Consulting for Geotechnical Consulting Services <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Information	17.	Report on the East Bay Dischargers Authority Meeting of November 18, 2021.
Information	18.	COVID-19 Update.
Information	19.	Check Register.
Information	20.	<p>Committee Meeting Reports. <i>(No Board action is taken at Committee meetings):</i></p> <ul style="list-style-type: none"> a. Budget & Finance Committee – Wednesday, January 5, 2022, at 10:30 a.m. <ul style="list-style-type: none"> • Director Lathi and Director Toy b. Engineering and Information Technology Committee – Friday, January 7, 2022, at 10:00 a.m. <ul style="list-style-type: none"> • Director Kite and Director Fernandez c. Legal/Community Affairs Committee – Friday, January 7, 2022, 2021, at 11:00 a.m. <ul style="list-style-type: none"> • Director Handley and Director Lathi d. Legislative Committee – will not meet. e. Personnel Committee – will not meet.
Information	21.	General Manager’s Report. <i>(Information on recent issues of interest to the Board)</i> .
	22.	<p>Other Business:</p> <ul style="list-style-type: none"> a. Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i> b. Scheduling matters for future consideration.
	23.	Adjournment – The Board will adjourn to a Board Workshop to be held virtually on Wednesday, January 12, 2022, at 4:00 p.m.
	24.	Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, January 24, 2022, at 4:00 p.m.

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.



BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Lathi and Director Toy

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, January 5, 2022
10:30 A.M.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of January 10, 2022:

- November 2021 Monthly Operations Report – Financial Reports
 - Consider a Resolution Approving a Land Lease with Hickory Energy Storage, LLC for a portion of the Old Newark WWTP site and a Land Lease with Irvington Energy Storage, LLC for a portion of the Irvington Pump Station site (CEQA Review: Exempt Pursuant to CEQA Guidelines 15061(b)(3), 15303 and 15304)
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5. Adjournment

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

The 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.



**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Kite and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, January 7, 2022

10:00 A.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of January 10, 2022:

- Award the Construction Contract for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W.M. Lyles Co.
 - Authorize the Payment of Permit, Inspection, and Other City Fees to the City of Union City for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project
 - Agreement with DECM Consulting for Geotechnical Consulting Services
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5. Adjournment

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

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**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, January 7, 2022

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 held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email anytime during the meeting at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of January 10, 2022:

- November 2021 Monthly Operations Report – Odor and Work Group Reports
 - Fiscal Year 2022 1st Quarter District-wide Balanced Scorecard
 - Consider a Resolution to Accept Two Sanitary Sewer Easements and Quitclaim a Sanitary Sewer Easement for Tract 8399 – Mission Falls, Located at Mission Falls Court and Mission Falls Lane, in the City of Fremont
-

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 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.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING AUTHORITY
December 13, 2021**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

SALUTE TO THE FLAG

ROLL CALL

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

ABSENT: Manny Fernandez, Secretary (arrived at 4:05 p.m.)

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Gene Boucher, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Raymond Chau, Capital Improvement Programs Coach
Marcus Lee, Treatment and Disposal Services Coach
Karoline Terrazas, Organizational Performance Manager
Jason Yeates, Organizational Performance Coordinator
Lily Moreno, Accounting and Financial Analyst
May Bautista, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Monique Spyke, PFM Asset Management LLC, Managing Director
Lora Carpenter, Fieldman Rolapp & Associates
Doug Brown, Stradling Yocca Carlson & Rauth

Lawrence Chan, Stradling Yocca Carlson & Rauth
Marc Solomon, Hazen and Sawyer

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
NOVEMBER 8, 2021**

It was moved by Vice President Lathi, seconded by Director Handley, to Approve the Minutes of the Board Meeting of November 8, 2021. Motion carried with the following vote:

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

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD
MEETING OF NOVEMBER 10, 2021**

It was moved by Director Handley, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of November 10, 2021. Motion carried with the following vote:

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

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD
MEETING OF NOVEMBER 11, 2021**

It was moved by Vice President Lathi, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of November 11, 2021. Motion carried with the following vote:

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

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD
MEETING OF NOVEMBER 15, 2021**

It was moved by Vice President Lathi, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of November 15, 2021. Motion carried with the following vote:

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

OCTOBER 2021 MONTHLY OPERATIONS REPORT

General Manager Eldredge introduced the Monthly Operations report and provided an overview of the Odor Report and Work Group Reports. Business Services Manager/CFO Carlson provided an overview of the financial reports.

FISCAL YEAR 2022 1ST QUARTER MANAGED INVESTMENT PORTFOLIO REPORT

This item was reviewed by the Budget & Finance Committee. Business Services Manager Carlson introduced PFM Asset Management Managing Director Spyke who summarized the Investment Portfolio Report included in the Board meeting packet and responded to Boardmember questions.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

UNION SANITARY DISTRICT FINANCING AUTHORITY

AUTHORIZING THE EXECUTION AND DELIVERY OF A WIFIA LOAN AGREEMENT IN ACCORDANCE WITH THE TERM SHEET, A WIFIA NOTE, AN INSTALLMENT PURCHASE AGREEMENT, AND CERTAIN OTHER DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge and Business Services Manager/CFO Carlson stated the Union Sanitary District Financing Authority Board approved loan documents and a resolution, with a not to exceed loan amount of \$188,785,204, for the WIFIA loan to fund 49% of the District's ETSU Program on November 8, 2021. The following week, the results of the Aeration Basin Modification bids were opened and revealed the low bid exceeded the District's estimates by \$35 million or 42%. The EPA recommended the District amend the current loan application to meet anticipated higher costs. District staff met with project consultants to reevaluate ETSU project costs, a breakdown of the resulting recommendation was included in the Board meeting packet. Staff presented a substantially final draft of the WIFIA Loan Agreement and the WIFIA Term Sheet for the Board's consideration. The Board previously approved the Installment Purchase Agreement at the November 8, 2021, meeting. Since the agreement was not changed with the exception of updated dates as needed, it was not included in the Board meeting packet and did not need to be approved again. Staff recommended the Board of Directors of the Union Sanitary District Financing Authority (USDFA) adopt the proposed resolution authorizing execution and delivery of a WIFIA Loan Agreement in support of the fixed-rate WIFIA Loan up to \$249,660,876 to partially fund the ETSU projects and authorizing the execution and delivery of certain documents and other actions in connection therewith.

It was moved by Vice President Lathi, seconded by Director Toy, to Adopt Resolution No. 2943, a Resolution of the Board of Directors of Union Sanitary District Financing Authority Authorizing the Execution and Delivery of a WIFIA Loan Agreement, a WIFIA Note, and

Certain Other Documents in Connection Therewith and Certain Other Matters. Motion carried with the following vote:

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

AUTHORIZING EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT IN CONNECTION WITH A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND AUTHORIZING CERTAIN OTHER ACTIONS

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the proposed resolution would enable the District to enter into an Installment Purchase Agreement with the Union Sanitary District Financing Authority (USDFA) and the USDFA will obtain a loan under the authority of the Water Infrastructure and Innovation Act from the United States Environmental Protection Agency. Staff recommended the Board of Directors of the Union Sanitary District adopt the proposed resolution authorizing execution and delivery of documents in connection with the Water Infrastructure and Innovation Act (WIFIA) Loan Agreement in support of the fixed-rate WIFIA Loan up to \$249,660,876 to partially fund the ETSU projects and authorizing the execution and delivery of certain documents and other actions in connection therewith.

It was moved by Director Handley, seconded by Secretary Fernandez, to Adopt Resolution No. 2944, a Resolution of the Union Sanitary District Authorizing Execution and Delivery of Certain Documents in Connection with a Water Infrastructure Finance and Innovation Act Loan and Authorizing Certain Other Actions. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR INTERIM CIP COACH SERVICES

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated Technical Services Manager Ghossain will retire on December 31, 2021. Following an interim internal recruitment for the Technical Services Work Group Manager, CIP Coach Chau was offered and accepted the interim position effective January 1, 2022. A formal recruitment for the Technical Services Work Group Manager position will commence in the middle of January 2022. Several options were considered for temporarily backfilling the professional services associated with the CIP Coach position, and it was determined utilizing outside consultant services on an interim basis would be the most advantageous. The District selected Allan Briggs with Hazen and Sawyer due to the right combination of expertise, experience, and knowledge of the District. Staff recommended the Board authorize the General Manager to Execute a Professional Services Agreement with Hazen

and Sawyer in an amount not to exceed \$253,344 for a period of up to eight months for Capital Improvement Project (CIP) services.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to Authorize the General Manager to Execute a Professional Services Agreement with Hazen and Sawyer in an Amount not to Exceed \$253,344 for a Period of up to Eight (8) Months for Capital Improvement Project (CIP) Services. Motion carried with the following vote:

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

REVIEW AND CONSIDER APPROVAL OF SIDE LETTER AGREEMENT BETWEEN UNION SANITARY DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, EXTENDING MOU THROUGH DECEMBER 31, 2026

Human Resources Manager Boucher stated the District and SEIU, Local 1021, met and agreed to extend the current MOU for an additional four years beyond the current end date of December 31, 2022. The provisions of the extension, outlined in the Board meeting packet, were voted on and accepted by members of SEIU, Local 1021. Staff recommended the Board consider and approve the side letter agreement between the District and Service Employees International Union, Local 1021, extending the current MOU through December 31, 2026.

It was moved by Director Toy, seconded by Director Handley, to Approve the Side Letter Agreement Between the District and Service Employees International Union, Local 1021, Extending the Current MOU Through December 31, 2026. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH CAROLLO ENGINEERS, INC. FOR THE SODIUM HYPOCHLORITE LOOP IMPROVEMENTS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the purpose of the task order will be to authorize Carollo to provide final design and bid period services for the Project. A breakdown of the rehabilitations and repairs for the Project was included in the Board meeting packet. Completion of the Project's design is expected by late Spring 2022 and construction is anticipated to begin in Summer 2022. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$280,298 to provide final design services for the Sodium Hypochlorite Loop Improvements Project.

It was moved by Director Handley, seconded by Director Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the Amount of \$280,298 to Provide Final Design Services for the Sodium Hypochlorite Loop Improvements Project. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH HAZEN AND SAWYER FOR THE HEADWORKS DEGRITTING STUDY

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the purpose of Task Order No. 1 would be to authorize Hazen and Sawyer (Hazen) to conduct a study to evaluate the construction sequence and constrains of the future Headworks Degritting Improvement project, as well as several other future projects at the Alvarado Wastewater Treatment Plant and how these projects should be coordinated with the Enhanced Treatment and Site Upgrade and other Capital Improvement Program construction projects. Future projects include the Headworks Degritting Improvements Project, the odor control system replacement at the two primary clarifier buildings and the Headworks building, and the seismic upgrade of the Primary Clarifiers No. 1-4 Building. The Study will help staff plan and coordinate construction activities and their schedules to limit impacts to plant processes. Staff recommended the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$199,810 for the Headworks Degritting Study.

It was moved by Secretary Fernandez, seconded by Director Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the Amount of \$199,810 for the Headworks Degritting Study. Motion carried with the following vote:

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

CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB361

District Counsel Murphy stated AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. The District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The proposed resolution includes findings required by AB 361 to allow the

District to hold teleconferenced meetings. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

It was moved by Director Toy, seconded by Secretary Fernandez, to Adopt Resolution No. 2945 Authorizing the Use of Teleconference Meetings in Compliance with AB 361. Motion carried with the following vote:

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

INFORMATION ITEMS:

FY21 Strategic Performance Annual Report

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Manager Terrazas stated the Report summarizes the District's annual strategic performance as indicated by the Operational Excellence Balanced Scorecard Measures and the Safety Balanced Scorecard Measures for Fiscal Year 2021 (July 1, 2020 – June 30, 2021). The report was formatted to highlight major activities for the fiscal year in a simple and informative style; a summary of the Balanced Scorecard Measures was included as well as full tables of all measures in the appendix.

Report on the East Bay Dischargers Authority Meeting of October 21, 2021

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

COVID-19 Update

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and coordination efforts.

Check Register

Staff responded to Boardmember questions regarding the check register.

COMMITTEE MEETING REPORTS:

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

GENERAL MANAGER'S REPORT:

- The District's time keeping system, Kronos, recently experienced a ransomware attack. District staff will use manual timecard entry until Kronos gets back online.
- The California Association of Sanitary Agencies (CASA) Winter Conference will be held January 19-21, 2022, in Palm Springs. The Board was asked to notify staff if they wish to attend.
- Alameda County Water District declared a drought emergency and will require a 15% reduction in water usage for all customers.
- General Manager Eldredge will present at the Union City Council meeting at 7:00 p.m. on December 14, 2021. The presentation will focus on the Enhanced Treatment and Site Upgrade Project and will include an update on reclaimed waters efforts with Alameda County Water District.

- Board Workshops will be held virtually at 4:00 p.m. on Wednesday, December 15 and Thursday, December 16, 2021.
- General Manager Eldredge wished Technical Services Manager Ghossain well in his retirement.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 5:05 p.m. to a Board Workshop to be held virtually on Wednesday, December 15, 2021, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 10th day of January 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
December 15, 2021**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite called the special meeting to order at 4:00 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
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge reviewed the revised Technical Services Work Group Manager job description and lead a discussion regarding merit.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:30 p.m. to a Board Workshop to be held Thursday, December 16, 2021, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 10th day of January, 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
December 16, 2021**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite called the special meeting to order at 4:00 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
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITOR: Angela Tang, Public Agency Retirement Services

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge and Business Services Manager/CFO Carlson presented 115 Trust options.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:46 p.m. to the next Regular Board Meeting to be held Monday, January 10, 2022, at 4:00 p.m.

SUBMITTED:

REGINA McEVOY
BOARD CLERK

ATTEST:

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 10th day of January, 2022



Union Sanitary District

Monthly Operations Report
November 2021



Table of Contents

2021 MONTHLY OPERATIONS REPORT

The November 2021 Monthly Operations Reports highlights the District's performance in the following areas:

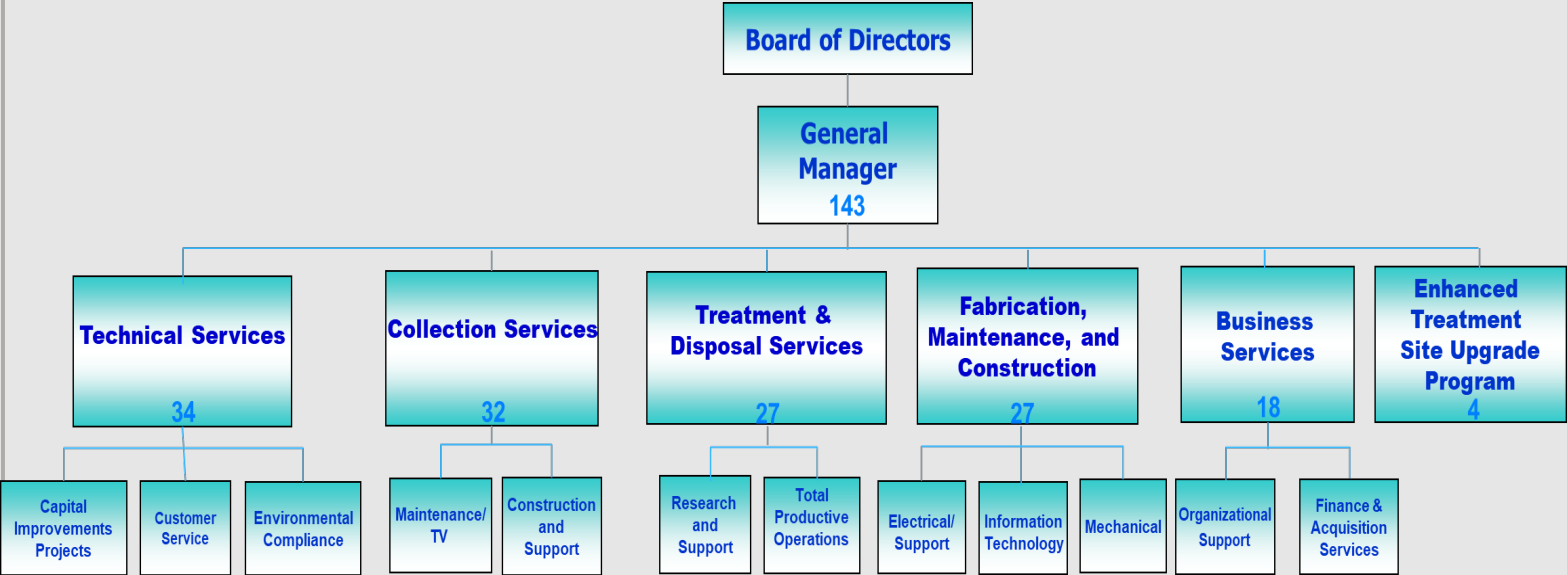
- **Organizational Overview**
- **Financial Reports**
 - Budget and Finance Report
 - Investment Portfolio
 - Portfolio Holdings by Asset Class and by Maturity Range
- **Customer Relations**
 - Odor Investigations and Response
 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **Maintenance Report**
 - Collection System
 - Plant and Pump Stations
 - Information Technology
- **Capital Improvement Projects (CIP) Report**
 - Current Construction Projects
 - Studies and Designs
- **Permitting and Inspections**
- **Staffing and Personnel**



Organizational Overview

2021 MONTHLY OPERATIONS REPORT

Union Sanitary District operates a 33-acre wastewater treatment facility in Union City and provides collection, treatment, and disposal services to a total population of over 356,000 in Fremont, Newark and Union City, California. The District maintains over 839 miles of underground pipeline in its service area.



Executive Team

Paul Eldredge	General Manager/District Engineer	Oversees District operations and liaison to the Board of Directors
Mark Carlson	Business Services/CFO	Includes Finance, Purchasing, Human Resources, and Safety
Jose Rodrigues	Collection Services	Maintains, and repairs the sewer lines and manholes throughout the service area
Sami Ghossain	Technical Services	Permits and inspections, pretreatment program, and capital improvements
Armando Lopez	Treatment and Disposal Services	Operates the treatment plant, process and analyze wastewater samples
Robert Simonich	Fabrication, Maintenance, and Construction	Information technology, equipment installation, service, repair for the plant and pump stations



Financial Report

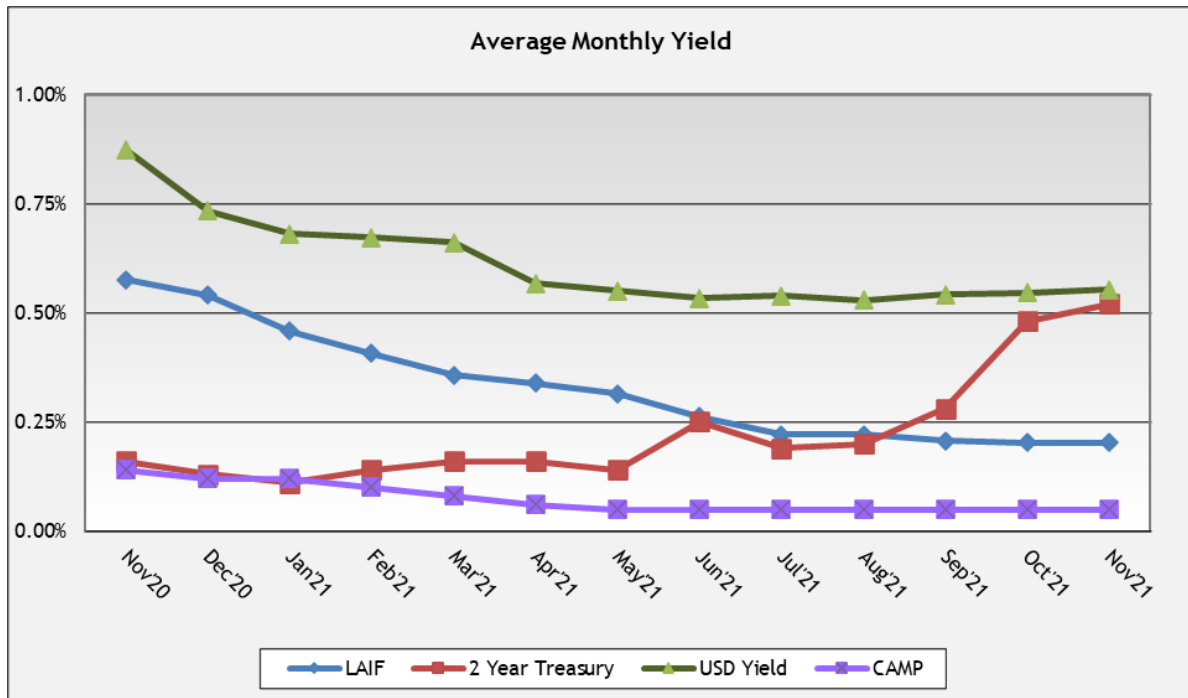
2021 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2022	Year-to-date as of 11/30/21		42% of year elapsed	Audited Last Year Actuals 6/30/21
<u>Revenues</u>	Budget	Actual	% of Budget Rec'd	
Capacity Fees	\$ 4,949,820	\$ 2,828,475	57%	\$ 9,358,209
Sewer Service Charges	74,716,000	832,145	1%	62,142,806
Operating (Includes work groups and fund 85)	1,260,900	439,397	35%	1,315,019
Interest	1,085,000	377,134	35%	1,438,294
Misc. (Annex fees, forfeited deposits)	50,000	12,828	26%	17,720
Subtotal Revenues	<u>\$ 82,061,720</u>	<u>\$ 4,489,979</u>	<u>5%</u>	<u>\$ 74,272,049</u>
Bond Proceeds	110,000,000	110,626,705	100.6%	-
Total Revenues + Bond Proceeds	\$ 192,061,720	\$ 115,116,683	60%	\$ 74,272,049
<u>Expenses</u>	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 14,949,000	\$ 3,942,573	26%	\$ 21,520,168
Renewal & Repl. Proj.	28,240,200	5,048,032	18%	11,598,759
Operating (includes fund 85)	46,905,403	17,656,676	38%	45,515,755
Special Projects	3,960,104	105,097	3%	714,462
Retiree Medical (ADC)	1,421,401	1,032,897	73%	133,279
115 Pension Trust	3,000,000	-	0%	-
Vehicle & Equipment	125,000	-	0%	144,181
Information Systems	940,000	161,822	17%	502,358
Plant & Pump Stat. R&R	400,000	195,210	49%	162,400
Emerg. Fund	-	-	0%	
Cty Fee for SSC Admin.	115,000	-	0%	111,142
Debt Servicing:				
SRF Loans	-	-		
Bonds	12,019,092	4,336,534	36%	4,287,915
WIFIA	-	27,880	0%	100,000
Total Expenses	<u>\$ 112,075,200</u>	<u>\$ 32,506,719</u>	<u>29%</u>	<u>\$ 84,790,419</u>
Total Revenue & Proceeds less Expenses	\$ 79,986,520	\$ 82,609,964		(10,518,370)

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Jul'21	Aug'21	Sep'21	Oct'21	Nov'21
LAIF	0.22%	0.22%	0.21%	0.20%	0.20%
2 Year Treasury	0.19%	0.20%	0.28%	0.48%	0.52%
USD Yield	0.54%	0.53%	0.54%	0.55%	0.55%
CAMP	0.05%	0.05%	0.05%	0.05%	0.05%

LAIF: Local Agency Investment Fund Yield

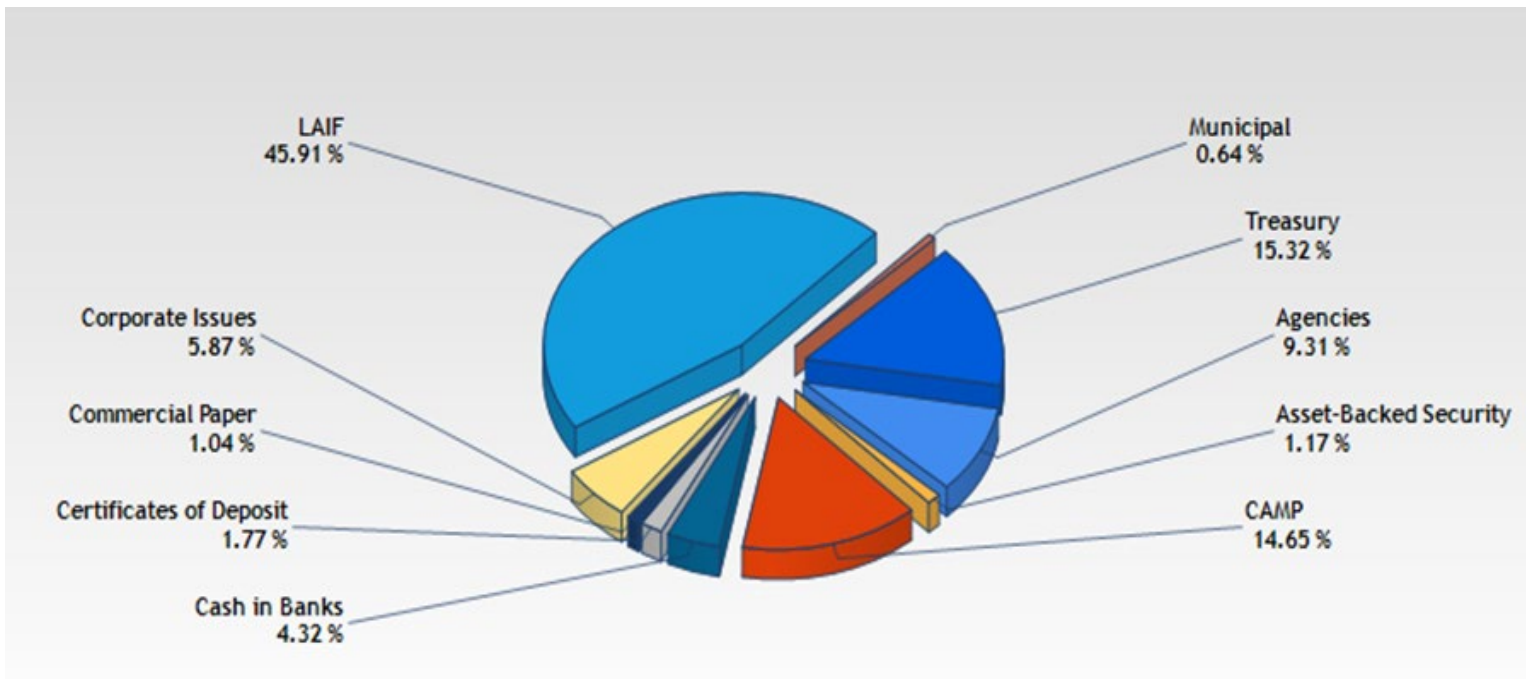
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

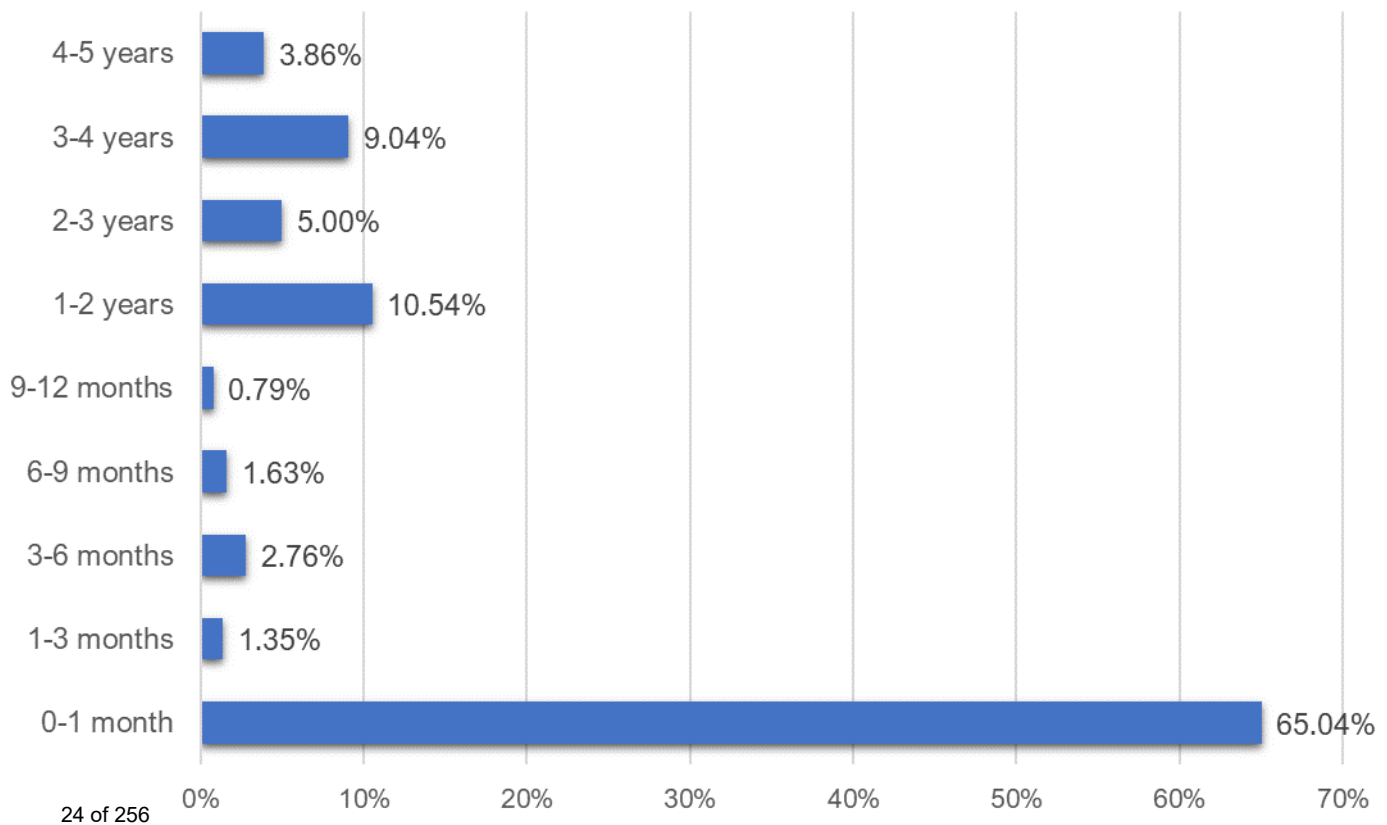
CAMP: California Asset Management Program Yield

Portfolio Holdings by Asset Class and by Maturity Range

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Union Sanitary District Odor Map and Report

During the recording period between November 1, 2021, through November 30, 2021, there were 3 odor related service request(s) received by the District.

City	Newark		
District Related:	Odor found, not related to USD	Date/Time:	11/4/2021 10:53 AM
Location:	Central Avenue	Reported by:	Robin
Weather/Temp:	Fair / 65°F	Wind:	Northwest / 5mph
Response and Follow-up: USD staff reported to a report of a foul odor in units 14-20 of a commercial complex. The responding inspector checked the manholes and storm drains in the area, all appeared to be flowing normal. No strange or foul odors were detected outside the facility. A slight odor was detected from inside the commercial complex. Inspection findings were shared with the Property Manager.			

City	Fremont		
District Related:	Odor found, not related to USD	Date/Time:	11/9/2021 9:14 AM
Location:	Martingale Court	Reported by:	Hang Do
Weather/Temp:	Clear / 58°F	Wind:	Southeast / 7mph
Response and Follow-up: USD staff responded to a report of an odor inside the residence, along with a slow draining bathroom. Upon arrival, USD staff checked the upstream and downstream manholes and storm drain inlets. All appeared to be flowing normal; no odors were detected on the exterior of the home. It was determined that the issue was isolated to inside the home. The findings were shared with the homeowner and the homeowner was provided a pamphlet on homeowner's responsibility.			

City	Union City		
District Related:	No odor found	Date/Time:	11/22/2021 9:24 AM
Location:	Kathy Court	Reported by:	Sriram
Weather/Temp:	Clear / 67°F	Wind:	Northwest/ 13mph
Response and Follow-up: USD received a complaint of a foul odor inside a residence. Upon arrival, no odor was detected outside the residence. An inspection of the sewer manholes in the area was conducted and all USD structures were found to be flowing normal, no blockages were observed, or odors detected. The findings were provided to the homeowner.			

Union Sanitary District Odor Map and Report



Legend

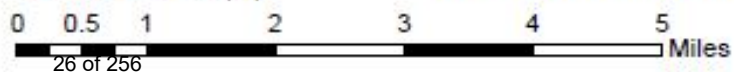
Odor Complaints: November 2021

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (1)
- ▲ No odor found (2)

Odor Complaints: Dec. 2020 to Oct. 2021

- ★ Odor found, USD resolved (2)
- Odor found, not related to USD (1)
- ▲ No odor found (11)

Location of Odor Reports December 2020 to November 2021





Customer Service Response

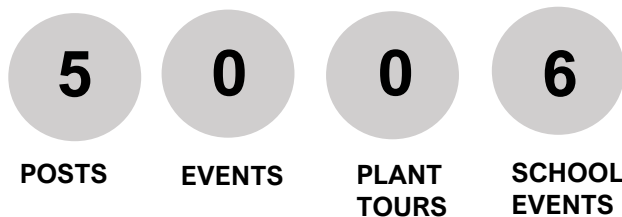
Front Desk Trouble Calls

Service calls that require immediate attention to support customer needs. Dispatched from the Front Desk during business hours.

Total Calls	Fremont	Newark	Union City	Total
Nov-21	8	4	5	17
Oct-21	6	1	4	11
Sep-21	17	2	1	20
Aug-21	9	1	1	11
Jul-21	9	4	4	17
Jun-21	13	2	2	17
6 Month Total				93
Nov-20	10	1	0	11

Communication and Outreach

Includes participation in local events, social media communication, plant tours, and school outreach events.



Social Media Posts:

- ETSU Post with video link
- Veterans Day recognition
- Thanksgiving week FOG post
- Thanksgiving holiday office closure

Events:

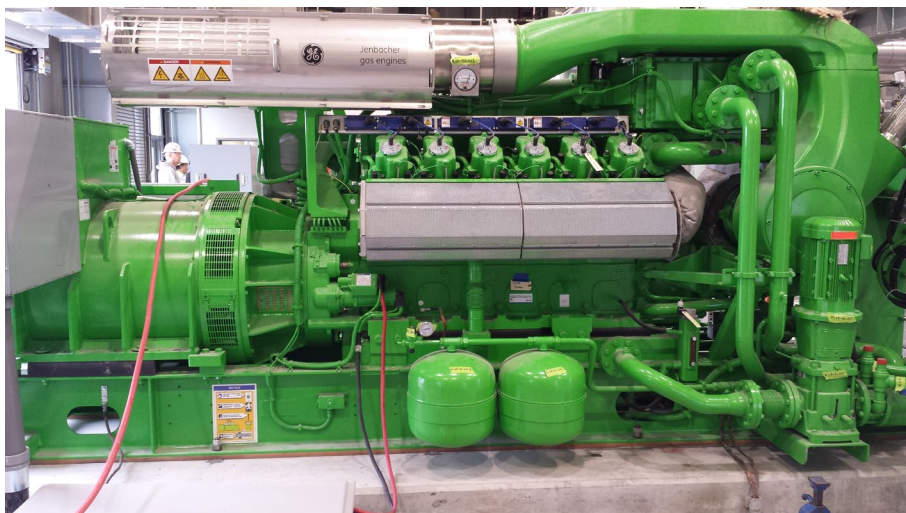
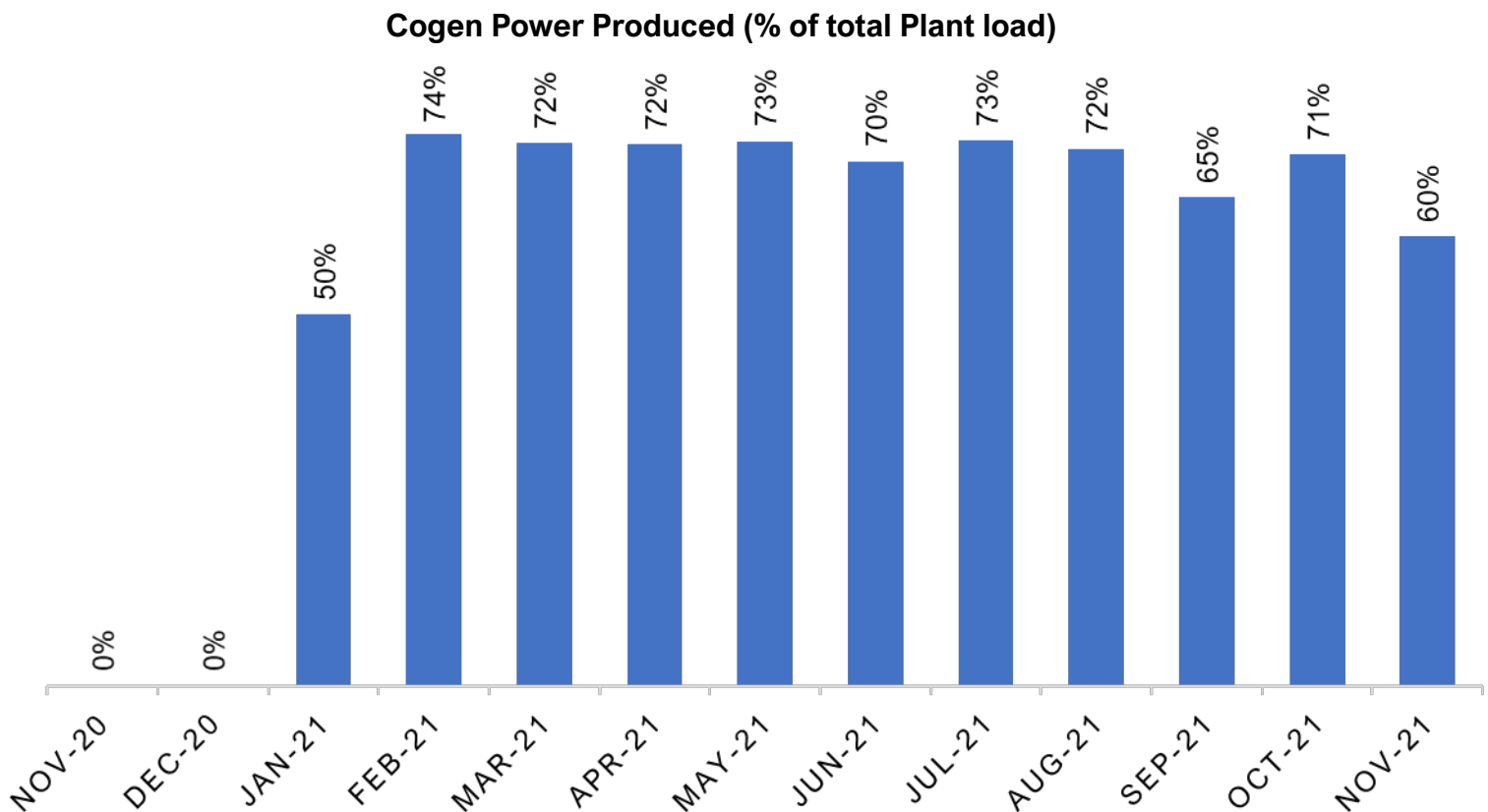
- None

Other Activities:

- FOG Advertisement in newspaper

Cogeneration Engines at USD's Wastewater Treatment Plant

The chart below shows the percentage of Plant power usage generated by the District's cogeneration (cogen) engines monthly. The engines use biogas produced by the wastewater treatment process to generate power for the District's treatment plant and lower energy costs.



Side view of one cogeneration engine



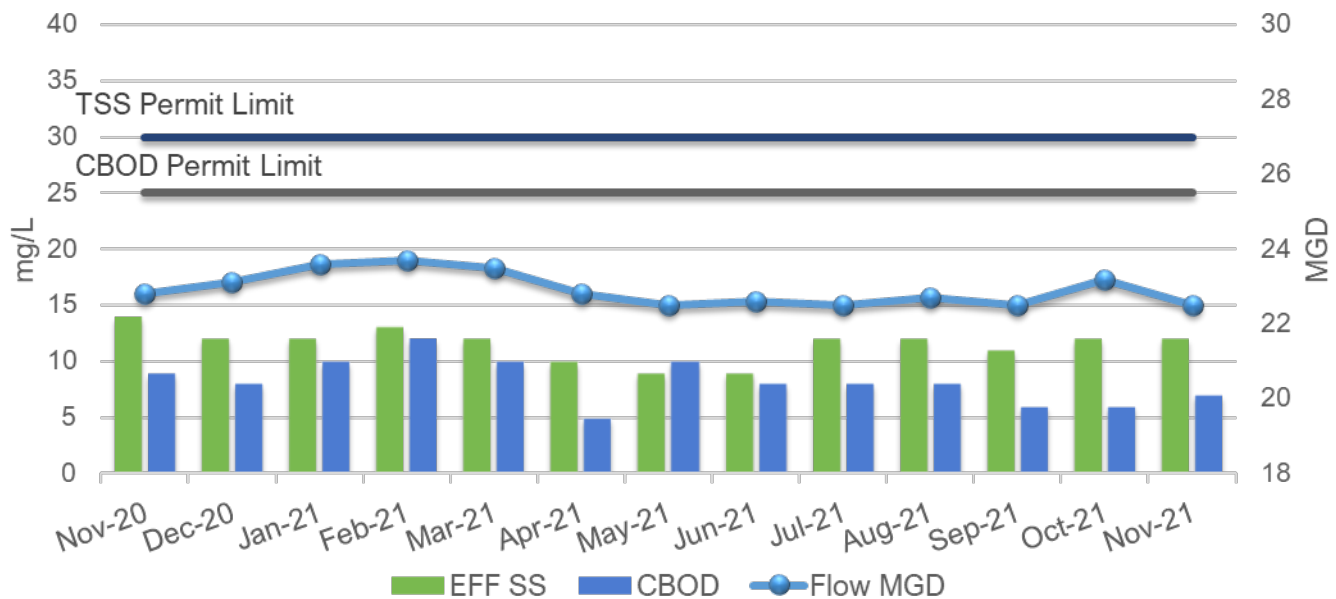
Plant Operations

2021 MONTHLY OPERATIONS REPORT

Lab Monitoring Results

USD's laboratory staff process over 6,200 samples and perform about 17,000 analyses every year to ensure discharges from the plant meet necessary standards.

Lab Results and Effluent Flow



EFF SS: Effluent Suspended Solids

CBOD: Carbonaceous Biochemical Oxygen Demand

MGD: Million Gallons per Day

USD's Final Effluent Monthly Monitoring Results

Parameter	Permit Limit	Sep-21	Oct-21	Nov-21
Copper, µg/l	78	3.9	5.0	5.4
Mercury, µg/l	0.066	0.0021	0.0032	0.0035
Cyanide, µg/l	42	E 1.5	ND 3	E 1.5
Ammonia- N, mg/L (Range)	130	41.6 - 44.7	44 - 52.7	43 - 49.3
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	22 - 32	53 - 89	43 - 93
• 11-Sample 90th Percentile	1100	72 - 155	228 - 249	228 - 228
Enterococci				
• Monthly Geometric Mean	240	10	25.6	18.8

E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.



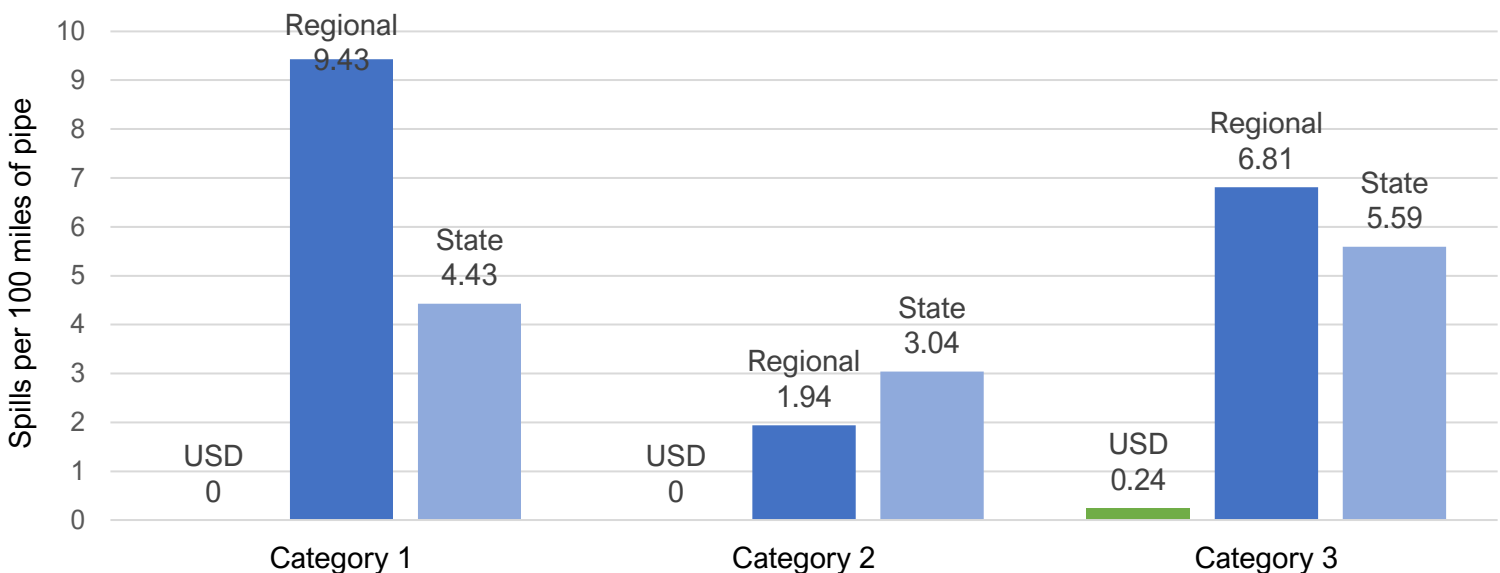
Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Collection System Maintenance Work Completed

The Collection Services Workgroup maintains over 839 miles of gravity sewer through cleaning and televised inspection. They also service 63 District vehicles and maintain 3 buildings. Maintenance of equipment is completed by staff through sewer line repairs and work orders.

**Average Spills per 100 Miles of Sewer Over the Last 12 Months
USD vs. Regional vs. State**



Definition of Spill Categories

- Category 1: 1,000 gallons or more. Discharges to surface water, not fully captured.
- Category 2: 1,000 gallons or more. Does not reach surface water, not fully captured.
- Category 3: 1,000 gallons or less. Does not reach surface water, fully captured.

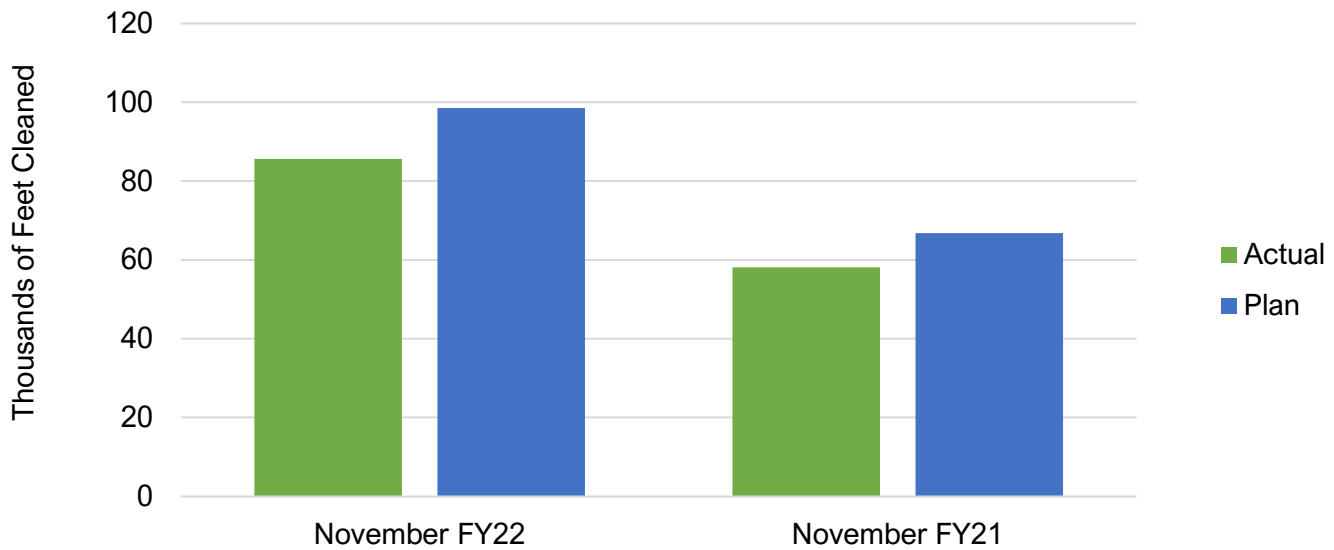
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs- # of Open Trench	0	5	2
Sewer Line Repairs- # of Trenchless	7	106	4
Work Orders Completed on Vehicles and Buildings	183	897	171



Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



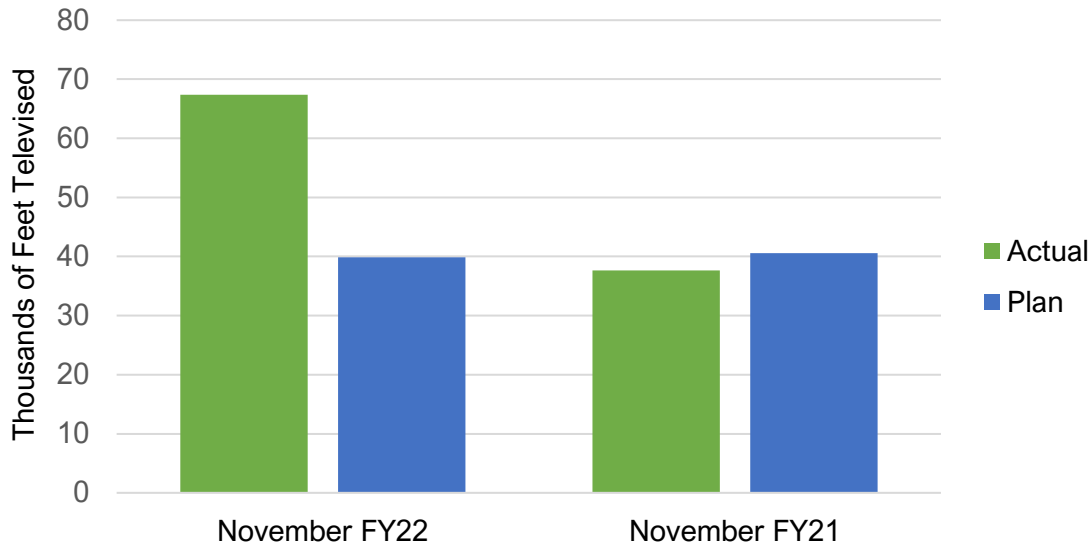
Cleaning Cost per Foot=\$1.03							
Description	FY22 Q1 Footage	Oct-21 Footage	Nov-21 Footage	FY22 Footage	Historical FY21 Footage	FY22 Goal	% Completed to Plan
84 Month Hydro-Jet Clean	145,468	40,241	48,737	234,446	537,616	634,499	36.9%
Selective Line Cleaning	49,758	2,083	11,759	63,600	200,764	193,168	32.9%
Special Condition Clean (not in total)	3,108	2,362	2,275	7,745	23,622	24,124	32.1%
Root Control/Chemical Clean	58,217	104,242	25,151	187,610	338,555	354,820	52.9%
Totals	253,443	146,566	85,647	485,656	1,081,602	1,182,487	41.1%



Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Footage=\$1.88							
Description	FY 22 Q1 Footage	Oct-21 Footage	Nov-21 Footage	FY22 Footage/Count	Historical FY21 Footage/Count	FY22 Goal	% Completed to Plan
84 Month TV Inspection	119,296	39,483	53,286	212,065	481,639	423,311	50.1%
84 Month Manhole Inspection Count	442	209	147	798	1,163	2,351	33.9%
Visual/Condition, Pre/Post Cnst TV (not in total)	182	2,085	-	2,267	1,793	17,347	13.1%
Visual Manhole Inspection Count (not in total)	138	32	65	235	329	-	-
New Development, CIP, Misc (not in total)	5,241	1,155	1,720	8,116	33,140	39,736	20.4%
QA/QC Line Condition	-	-	14,068	14,068	19,201	19,317	72.8%
QA/QC Root Control	27,309	8,268	-	35,577	22,270	35,482	100.3%
Totals	146,605	47,751	67,354	261,710	523,110	478,110	54.7%

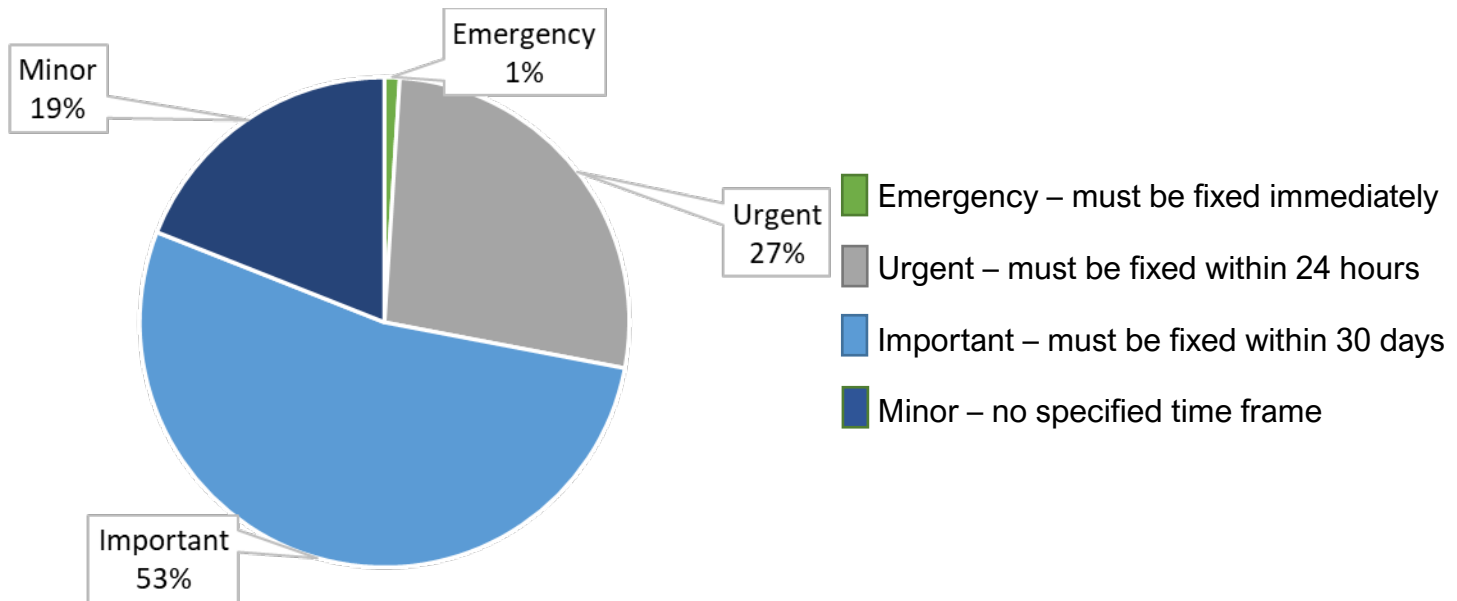


Maintenance Report

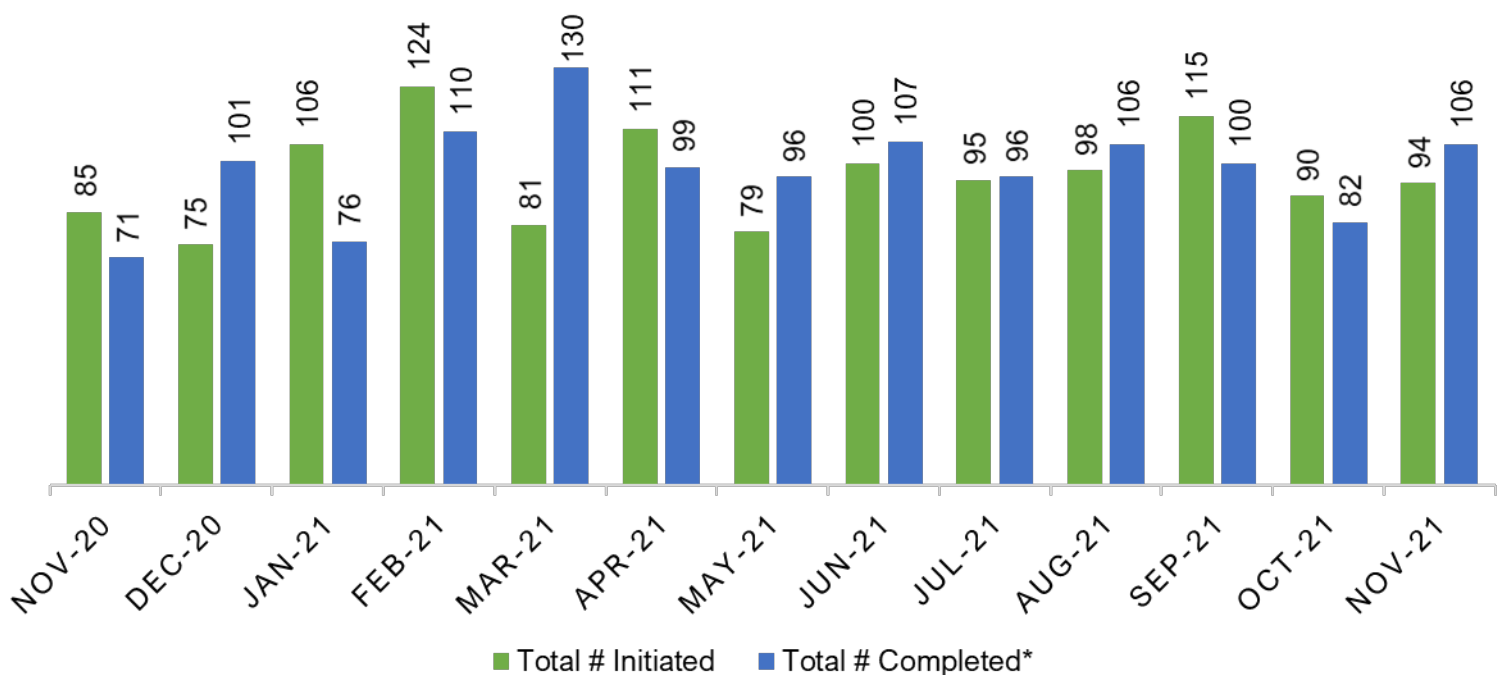
2021 MONTHLY OPERATIONS REPORT

Plant and Pump Stations Maintenance Work Completed

Equipment at our Plant and Pump/Lift stations is maintained by mechanics and other staff through completion of work orders. Staff completed 94.6% of preventative maintenance activities for the month in addition to the following shown below.



Work Orders Initiated and Completed



*The number of work orders completed in a month is dependent upon several factors including the availability of necessary parts and the amount of time required by staff to accomplish a given task.



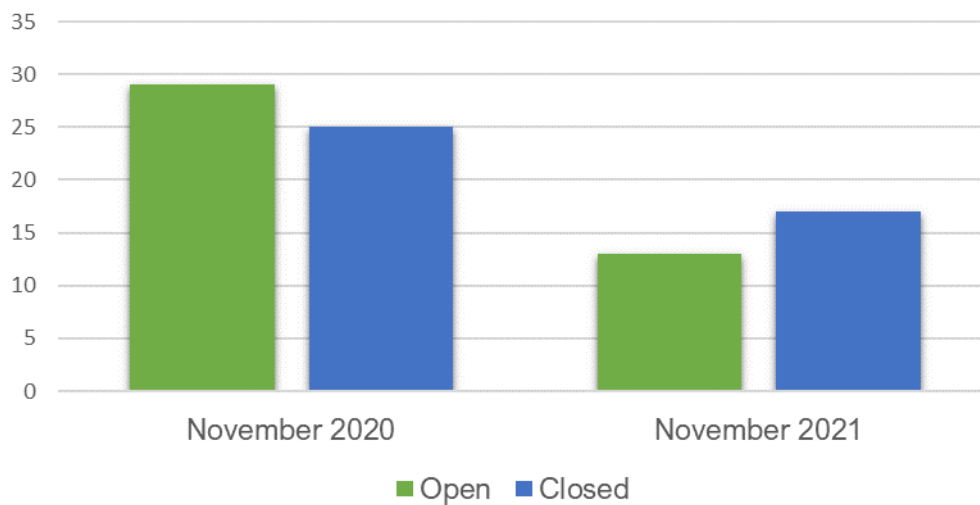
Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Information Technology

USD's Information Technology (IT) staff install, upgrade, and maintain District computers and software systems. IT staff responsibilities include ongoing maintenance of systems critical to operation of our wastewater treatment plant and pump stations.

IT Help Desk Tickets



Managed and Hosted IT Asset Uptime

Asset Name	USD Managed or Hosted by Third Party	% Up time
USD Website	Hosted	99.97%
Email Server	Hosted	100%
Newark Pump Station	USD Managed	86.30%
Boyce Pump Station	USD Managed	99.96%
Irvington Pump Station	USD Managed	77.84%
SCADA	USD Managed	99.93%
Total Average of All USD Servers	USD Managed	99.96%

The majority of our IT network assets are maintained onsite by IT staff with an uptime target of 99.90%. Additional assets, such as the USD website, are hosted externally by a third party.



Capital Improvement Projects

2021 MONTHLY OPERATIONS REPORT

Capital Improvement Project (CIP) Activities

Our engineers manage and coordinate project activities including completion of studies, designing of future projects, and project management of construction work at our Plant, Pump Stations, gravity sewer network, and Force Mains.

Current CIP Projects – Budget and % complete

Current (FY22) CIP Projects	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Aeration Blower No. 11 Project	\$1,652	\$319	12/21	39%
2 – Alvarado Influent Pump Station Improvements Project	\$8,890	\$7,033	10/21	82%
3 – Cathodic Protection System Improvements Project	\$483	\$282	1/22	61%
4 – Centrifuge Building Improvements Project	\$688	\$13	10/21	41%
5 – Emergency Outfall Improvements Project	\$1,399	\$536	1/22	47%
6 – FY21 Cast Iron/Pipe Lining Project	\$307	\$220	5/21	100%
7 – FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII	\$595	\$496	10/21	100%
8 – Headworks Screens Replacement Project	\$1,822	\$1,772	7/21	99%
9 – Primary Digester No. 7 Project	\$23,611	\$22,274	12/21	94%
10 – Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System	\$624	\$570	6/21	91%



Digester #7 Project

[Click here to see time lapse video](#)



Capital Improvement Projects

2021 MONTHLY OPERATIONS REPORT

Design Phase – Budget and % of Completed Scope

Current (FY22) Design Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cherry Street Pump Station Improvements Project	\$72	\$71	6/21	100%
2 – Force Main Corrosion Repairs Project Phase 3	\$60	\$14	12/21	75%
3 – Irvington Basin Reinforced Concrete Pipe Rehabilitation Project	\$271	\$191	10/21	99%
4 – Plant Miscellaneous Improvements Project	\$185	\$134	3/22	55%
5 – Pump Stations Chemical System Improvements Project	\$738	\$385	10/21	90%
6 – Standby Power Generation System Upgrade Project	\$2,458	\$2,247	1/21	96%
7 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$0	7/22	5%
8 – WAS Thickener Replacement Project	\$807	\$801	6/21	100%

Study Phase – Budget and % of Completed Scope

Current (FY22) Study Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cogeneration Replacement and Ventilation Study	\$142	\$0	7/22	7%
2 – Force Main Condition Assessment	\$121	\$32	10/22	60%
3 – Irvington Basin Masterplan Update	\$378	\$319	11/21	95%
4 – Odor Control Alternatives Study	\$465	\$465	12/20	99%
5 – Odor Control Pilot Study	\$99	\$99	12/21	100%
6 – Pump Stations Condition Assessment Study	\$250	\$0	8/22	0%
7 – Thermal Dryer Feasibility Study	\$128	\$1	7/22	5%



Permitting and Inspections

2021 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals	Secondary Units	Restaurants	Other	Total
Nov 2021	27	0	50	5	0	3	85
Oct 2021	15	3	61	11	0	1	91
Sep 2021	25	1	49	6	0	4	85

*New Laterals- New residential lateral connections

**Other- Non-residential construction (except restaurants)

Storm Water Inspections (City of Fremont)

Under contract with City of Fremont's Environmental Services Group, our inspectors conduct routine inspections and document enforcement actions.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
68	374	2	0	2	9	0	0	13

Pollution Prevention Inspections

Environmental Compliance conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
32	204	3	4	0	0	0	0	7

Permitted Industrial Businesses

City	Industrial Permits
Fremont	60
Newark	17
Union City	12

Examples of Permitted Industrial Businesses:

- Tesla
- Washington Hospital
- US Pipe
- Western Digital
- Lam Research



Staffing and Personnel

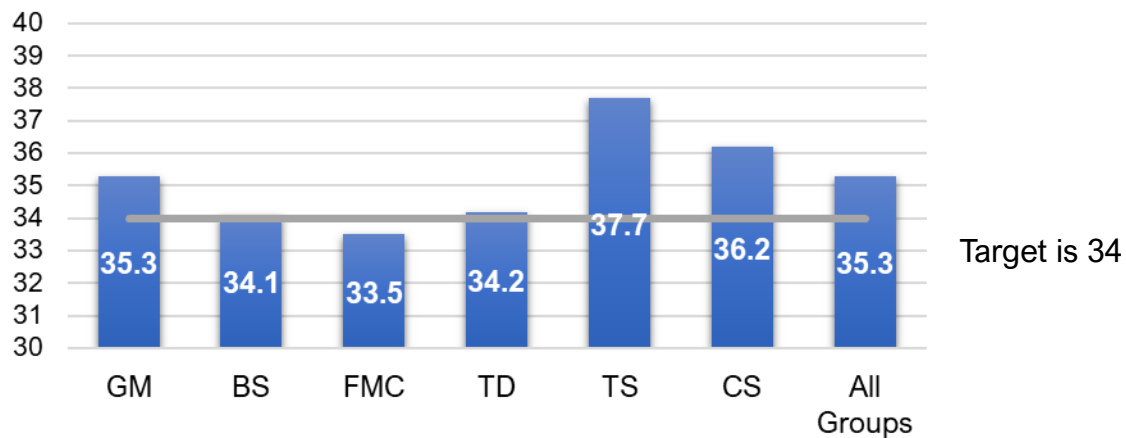
2021 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

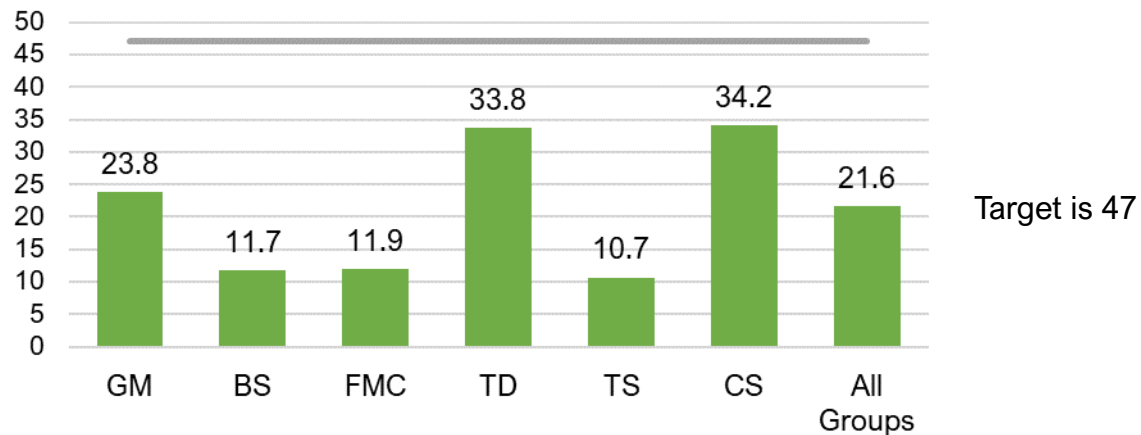
June 24, 2021 through November 24, 2021

Weeks to Date 22 out of 52 (42.31%)

At-Work Hours Per Employee Per Week



Average Annual Sick Leave Used Per Employee Per Date





Staffing and Personnel

2021 MONTHLY OPERATIONS REPORT

Recruitments

Position	Position Posted	Status
Information Technology Analyst/Senior Information Technology Analyst	10/1/2021	Closed 10/31/21. Additional finalist Interviews 1/5/22.
Customer Service Team Engineering Technician I/II	10/25/2021	Closes 11/21/21. Offer made; candidate in background process.
Collection Services Worker I	10/28/2021	Closes 11/21/21. Rick Lebon, internal candidate; date for transfer TBD.
Mechanic I/II	N/A	Useable list from last recruitment. Chris Parker, DOH 11/29/21.
Collection Services Coach	10/26/2021	Closed 11/14/21. Finalist Interviews 12/15/21.
Receptionist - As Needed	10/28/2021	Closed 11/14/21. Bonnie Lopata, DOH 1/3/22.
Technical Services Workgroup Manager	N/A	Internal Interim recruitment.
Instrument Technician/Electrician	N/A	Useable list exhausted; external recruitment TBD
Environmental Outreach Representative	TBD	Position description review; external recruitment TBD

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM #7B**

TITLE: First Quarter FY 22 District-Wide Balanced Scorecard Measures (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/ Business Services Work Group Manager
Gene Boucher, Organizational Support Team Coach
Karoline Terrazas, Organizational Performance Manager
Jason Yeates, Organizational Performance Coordinator

Recommendation

Information only.

Discussion

This report summarizes progress meeting the District's strategic objectives and safety measures for the first quarter of fiscal year 2022 to date (July 1 – September 30, 2021).

Safety

The District continues its efforts of maintaining COVID-19 safety protocols to align with the guidance of the Alameda County Health Department, CDC, and Cal OSHA. We responded promptly to Cal OSHA's required updates to the Districts COVID Prevention Plan and shared it with our employees.

During the first quarter our District successfully completed workplace inspections, discussed our safety strategy, and completed four online trainings; including Reasonable Suspicion for Coaches and Hazard Communication for all staff, to name a few.

One employee was out on leave during the first quarter and has recently returned to the office. A small claim was reported due to an incident with a manhole, and we experienced a non-injury incident with a piece of equipment at the plant.

Operational Excellence

Our improved Operational Excellence scorecard measures are displayed in table 2 (a total of 5 pages). Note that the track and report measures do not have a colored outcome.

- Customer measures- We continue to make our customer response time a priority. We averaged approximately a 22-minute response time to service calls, with a goal of one hour or less.
- Financial measures- There are several new annual measures listed under financial objectives that will be updated when appropriate. Employees balanced the use of overtime to ensure that critical projects and work is completed in effort to maintain treatment plant processes. Chemical costs and usage are being monitored.
- Internal process measures- Our maintenance and collection system workers maintain the ageing infrastructure of the plant and transport system and is evident by the volume of proactive and corrective work orders they complete. The focus on new infrastructure will improve our overall sludge volume index levels to align with the general range recommended.
- Employee growth and development measure- Our newest measure captures employee development by average hours of training completed each quarter. Our employees demonstrate balance by ensuring required and additional training is completed while maintaining performance objectives.

Measure Outcome Color Key

District will meet and/or exceed this metric
District is monitoring/taking action on this metric
District anticipates not meeting this metric by fiscal end
T&R- Track and report metric

Background

District-Wide Balanced Scorecard Measures are presented quarterly.

Previous Board Action

None

Attachment:

Table 1: Safety Objectives and Measures

Table 2: Operational Excellence Objectives and Measures

Table 1: Safety Objectives and Measures

	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Reduce the number of incidents							
Total incidents with lost days	0	1	1		2	0	1
Other OSHA recordable incidents	≤4	3	3		1	1	0
# Incidents of vehicle or equipment accidents/damage	≤2	2	2		1	6	2
Reduce the impact of incidents on employees and the District							
Cost associated with vehicle/equipment accidents	≤\$5000	\$1,088.75	\$1,088.75		\$ 11,194.02	\$ -	\$ 646.00
Ave FTE lost time	<0.5	0.30	0.30		1.03	0.66	0.09
Total Costs: Lost time Wages only	≤\$46,883	\$39,425.12	\$39,425.12		\$ 99,187.81	\$ 70,759.00	\$ 2,164.50
Ave FTE limited duty time	≤0.5	0	0		0	0	0
Total costs: Limited duty/Other 1/2 wages	≤\$23,441	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
X- Mod	≤1.0		Annual		0.82	0.94	0.82
Identify and correct poor practices and potential hazards							
# Facility inspections completed (SIT)	0	N/A		On hold due to COVID	N/A	1	4
% of areas of concern identified during internal facility inspections that are resolved within 45 days of report	0	N/A			N/A	100%	93%
# work site inspections completed	278	57	57		346	335	335
Implement industry best practices							
# site visits (for potential BMPS) completed and discussed by ET	0	N/A		On hold due to COVID	N/A	0	1
Communicate our commitment to safety							
# GM communications on status of safety program and performance	≥4	11	11		34	19	7
# safety strategy reviews conducted by ET and EHSS	4	1	1		48	12	4
Educate employees in safe work practices							
# of major safety training events offered	9	4	4	Reasonable Suspicion, COVID ack, HazCom, HMBP and SPCC	13	9	11
Ave % of targeted employees trained vs. plan	≥90%	91.57%	91.57%		92.66%	89.77%	90.73%
Create a positive safety culture							
% Positive responses on the employees safety survey (aver)	≥75%	N/A	N/A	Postponed at this time	POSTPONED	POSTPONED	N/A

Table 2: Operational Excellence Objectives and Measures

CUSTOMER OBJECTIVES

	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Stewardship: Demonstrate responsible stewardship of District assets and the environment							
# of Outreach Activities/Events Completed	57	20	19		90	107	126
Community Events / Online Outreach	51	16	16		9	13	11
Business	0	0	0		4	3	5
Schools	1	1	0		73	87	108
Civic	5	3	3		4	4	2
Service: Provide reliable, high quality service							
% of service calls responded to within 1 hour	≥95%	100%	100%	56 service calls	98.43%	98.78%	96.90%
Average time to customer contact	T&R	22 minutes	22 minutes		N/A	N/A	N/A
Initial response time to contact USD website inquiries (% within 3 business days)	≥90%	98%	98%	43 Inquires	99.50%	98.50%	100%
Average Response time of contact USD website inquiries (in days)	T&R	0.58	0.58		N/A	N/A	N/A
# of adverse impacts on customers that were caused by USD (non-SSO)	≤10	2	2		2	3	3
Emergencies: Be prepared for emergencies							
# of Emergency Preparedness Activities/Events Completed	4	1	1		5	3	3
Drills	2	0	0		1	1	1
Training/Exercises (or Communication)	1	0	0		1	2	2
Documents, Plans, Policies Updated	1	1	1		3	0	0

Table 2: Operational Excellence Objectives and Measures (continued)

FINANCIAL OBJECTIVES

	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates							
Residential Sewer Service Charge (SSC) compared to other local agencies	T&R		Annual		5.8th	5.8th	5.8th
\$: SSC Union Sanitary District	T&R		\$491.00		\$454.57	\$421	\$407
\$: SSC Regional Average	T&R		Annual		TBD	\$469	\$446
\$: SSC National Average	T&R		Annual		TBD	\$512	\$504
Total Service Population Change	T&R		Annual		TBD	356,823	N/A
Total Parcels Served	T&R		93,378		92,714	91,054	N/A
Fiscal responsibility:(Financial) Accurately project and control costs							
Debt Coverage Ratio	1.5		Annual		N/A	9.90	9.71
PERS Funding Level	90-100%		Annual		N/A	67.02%	68.04%
OPEB Funding Level	90-100%		Annual		N/A	60.85%	48.41%
% of Budgeted Operating Expenditures	95-103%	23.34%	23.34%		100%	96%	94%
% of Budgeted Overtime Used	T&R	20.19%	20.19%		N/A	N/A	N/A
% of Budgeted Special Projects Expenditures	80-110%	1.86%	1.86%		N/A	N/A	N/A
Fiscal responsibility: (Chemical Usage) Accurately project and control costs							
Ferrous Chloride Usage	≤ 40	43 GPH	43 GPH				
Hydrogen Peroxide Usage	≤ 14	17 GPH	17 GPH				
Hypochlorite Usage	≤ 143	156.9 GPH	156.9 GPH				
Polymer Usage - Gravity Belt Thickener (GBT)	≤ 5.5	3.5 lbs/dry ton	3.5 lbs/dry ton				
Polymer Usage - Dewatering	≤ 37	35 lbs/dry ton	35 lbs/dry ton				

Table 2: Operational Excellence Objectives and Measures (continued)

FINANCIAL OBJECTIVES (Con't)							
	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Fiscal responsibility: (Process) Accurately project and control costs							
Energy Produced: Cogeneration	T&R	35,911 kwh	35,911 kwh				
Energy Produced: Solar	T&R	333 kwh	333 kwh				
Total Electrical Usage	T&R	51,466 kwh	51,466 kwh				
Plant Daily Flow (Average)	T&R	22.6 mgd	22.6 mgd				
Influent Total Suspended Solids	T&R	370 mg/L	370 mg/L				
Effluent Total Suspended Solids	T&R	11.7 mg/L	11.7 mg/L				
% Removal of Total Suspended Solids	≥85%	97%	97%				

Table 2: Operational Excellence Objectives and Measures (continued)

INTERNAL PROCESS OBJECTIVES							
	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Asset Management: Manage and maintain assets and infrastructure							
Total # of Maintenance Activities to Prevent Failures	T&R	6063	6063		N/A	N/A	N/A
Corrective Maintenance	T&R	690	690		N/A	N/A	N/A
Preventative Maintenance	T&R	4131	4131		N/A	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	1242	1242		N/A	N/A	N/A
Total hours used for Maintenance Activities to Prevent Failures	T&R	10,262.28	10,262.28		N/A	N/A	N/A
Corrective Maintenance	T&R	3,372.80	3,372.80		N/A	N/A	N/A
Preventative Maintenance	T&R	5,897.74	5,897.74		N/A	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	3148.23	3148.23		N/A	N/A	N/A
Total # of Urgent Responses	T&R	31	31		N/A	N/A	N/A
Total hours used for Urgent Responses	T&R	255.5	255.5		N/A	N/A	N/A
% of Collection System Cleaned per Plan	100%	21.40%	21.40%		N/A	N/A	N/A
% asset renewal/year: Plant	T&R		Annual		11.80%	5.03%	2.32%
% asset renewal/year: Collection System	T&R		Annual		0.06%	0.04%	0.08%
Environmental Protection: Maintain our ability to meet current and future regulations							
# of Category 1 SSO's	0	0	0		0	0	0
# of Category 2/3 SSO's	≤10	0	0		3	1	2
Settleability Performance: Sludge Volume Index (SVI)	100 - 150 mL/gal	332 mL/gal	332 mL/gal		N/A	N/A	N/A
Number of Days SVI Outside of Range	T&R	64	64		N/A	N/A	N/A
Planning: Implement projects and programs that benefit the environment							
Districtwide Critical Projects On schedule	≥85		Bi Annual		N/A	N/A	N/A
How many hours project points expend on District projects	T&R		Bi Annual		N/A	N/A	N/A
Efficiency: Optimize processes; Use technology and resources effectively							
# of projects that improve efficiency	T&R		Annual		N/A	N/A	N/A

Table 2: Operational Excellence Objectives and Measures (continued)

EMPLOYEE GROWTH & DEVELOPMENT OBJECTIVES							
	Target	Q1	FY22 to Date	Comments	FY21	FY20	FY19
Employees: Maintain a highly competent, flexible workforce							
Employee Turnover Rate- Total	T&R		Annual		3.57%	5.11%	5.11%
Employee Turnover Rate Nonretirement	T&R		Annual		2.14%	2.19%	2.00%
% of employees completing training beyond District scheduled	≥80%		Annual		53%	N/A	N/A
Average training hours per FTE	≥20	3.71	3.71		16.99	N/A	N/A
Business Services	≥20	2.83	2.83		19.15	N/A	N/A
Technical Services	≥20	2.09	2.09		18.25	N/A	N/A
Collections Systems	≥20	5.03	5.03		15.181	N/A	N/A
Fabrication, Maintenance, and Construction	≥20	3.83	3.83		18.85	N/A	N/A
Treatment and Disposal	≥20	4.06	4.06		14.66	N/A	N/A
Safety: Work safely; reduce accidents and injuries							
See Safety Scorecard							
Culture: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement							
% of employee participating in committee and/or taskforces (Excludes management)	≥45%		Annual		36%	44%	43%
# Districtwide Employee Engagement Activities Completed (Survey, training, events)	T&R	0	0		N/A	N/A	N/A



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: **Award the Construction Contract for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W. M. Lyles Co. (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
 Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
 Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant PM
 ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Staff recommends the Board award the construction contract, including Bid Alternates A, B, and E, for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W. M. Lyles Co. in the amount of \$121,040,200.90.

Discussion

Phase 1A of the Enhanced Treatment and Site Upgrade (ETSU) Program consists of the Aeration Basin Modification Project (AB Mods Project), which consists of modifying existing Aeration Basins 1 through 7, adding new Aeration Basin 8 and related blower and lift pump improvements. Phase 1A also includes construction of a new Campus Building (Campus) with related improvements. The AB Mods Project was bid separately from the Campus due to the timing of the projects and the differing type of work required for each.

The AB Mods Project will, among other things, resolve the treatment plant's worsening sludge settling and ensure the District remains compliant with the Old Alameda Creek NPDES permit. This permit, issued by the Regional Water Quality Control Board (RWQCB), requires improved water quality (including nutrient reduction) to utilize Old Alameda Creek more frequently during wet weather.

The AB Mods Project was advertised for bids on September 28, 2021. The District received and opened three bids on November 16, 2021. The bid results were as follows:

Contractor	Total Bid Amount Including All Bid Alternates
W. M. Lyles Co. (Fresno, CA)	\$120,612,553
Flatiron West Inc. (Benicia, CA)	\$148,873,687
Kiewit Infrastructure West Co. (Fairfield, CA)	\$163,039,662
Engineer's Estimate	\$86,000,000

W.M Lyles was the apparent low bidder with a total bid amount of \$120,612,553. This bid is \$34,612,553 or approximately 40% above the Engineers Estimate at bid opening time. No bid protests were received. Staff is of the opinion that this bidding process was competitive based on the feedback received during the bid period, total number of bids, and the significant financial commitment required to bid a project of this magnitude. The attached Table 1 includes detailed results from the three bids.

The AB Mods Project is a very complicated project with a long construction schedule. Scope and duration were initially mentioned by contractors as some of the reasons for the bids coming in higher than the Engineers Estimate. Initially, staff was of the opinion that recommending the Board award this contract would be challenging, based upon what was known at that time. However, staff's opinion has changed based upon the results of the project evaluation which is further discussed below.

Forensic Analysis of Cost and Market Conditions

USD staff and a multidisciplinary team of senior engineers, estimators, construction managers and field staff identified and evaluated areas of divergence between the low bid and the Engineer's Estimate. This included an evaluation of market conditions and a local bid market analysis. There were several key takeaways from this analysis:

- It is unlikely market conditions will improve in the first half of 2022.
 - Inflation is expected to remain elevated for the majority of 2022. Over the past year the consumer price index (CPI) and producer price index (PPI) increased significantly, which has affected the price of materials. In early December the CPI

and PPI for November 2021 were 6.8% and 9.6%, respectively. Much of this upward trend of the past year occurred during the bid advertising period of the AB Mods Project.

- While the Engineer's Estimate accounted for inflationary factors, it did not account for this almost unprecedented increase (For CPI the only higher years on record were 1917, 1918, 1947, 1979, and 1980 which were 17.8%, 17.3%, 14.4%, 11.3% and 13.6%, respectively).
- Bid and material prices will more than likely remain elevated due to uncertainty in the construction industry and overall economy.
- Bids for this type of project will more than likely remain high for the next several months due to infrastructure funding made available through the federal Infrastructure bill.
- Staff is aware of other recent treatment plant bids in the Bay Area that were similar in magnitude to this project. Those bids came in significantly higher, ranging between 22% and 33% above the Engineer's Estimate.
- It is not uncommon for vendors to hold their prices for over a year. However, more recently vendors are only holding prices for up to one month, sometimes less, without requiring contractors to pay a substantial premium to extend this period.
- The AB Mods Project is particularly complex and requires the contractor to modify/upgrade the plant's existing aeration basins in multiple phases over a long duration (just under four years). The risk to contractors from this project level complexity likely has a compounding impact with the contractor risk from market conditions to increase their bids.

Taking these factors into consideration, the same team evaluated options and concluded the following were the most feasible for further review and analysis:

1. Reject all bids, re-evaluate the bid document, value engineer where possible and re-advertise the AB Mods Project in February 2022.
2. Reject all bids, break the AB Mods Project into two parts and re-advertise for bids:
 - a. Part 1 would be re-advertised in March of 2022.
 - b. Part 2 would be re-advertised in spring of 2024.
3. Award the contract to W.M. Lyles Co.

Following is a list of likely advantages and disadvantages for these three options.

Option 1: Rebid a Single Contract

- This option provides a very slight opportunity for savings through value engineering.
- The consensus is there is significant chance the bids would come in higher than the current low bid due to the expected continued increase in CPI/PPI as well as the contractors' awareness of the initial bid amounts.

- This option extends the project duration by a few months due to rebidding.
- This option would require less project design re-work than Option 2.
- Would delay the completion of modified aeration basins required to address plant health and stabilize the process due to increased solids loadings.

Option 2: Rebid the Project in Two Separate Contracts Over Time

- Repackaging the AB Mods Project into smaller pieces will reduce the individual durations for each contract, reducing uncertainty for the contractor and providing the potential for lower bids.
- Contractors have indicated that complexity and duration were some of the factors that influenced the bid prices. This option would create two shorter and slightly less complex contracts.
- This option would require extensive project design re-work to revise the project plans, which would affect the overall program schedule.
- While this option creates some opportunity for lower bid prices, the sum of the parts would likely be equal to, or more expensive than the current bid.
- This option requires administering two construction contracts instead of one with potential conflicts between the contractor's work. Even though the duration of each of the parts is shorter, the overall project duration would be extended by at least 9 months.
- This option would also delay the completion of modified aeration basins required to address plant health and stabilize the process due to increased solids loadings.

Option 3: Award the Contract to W.M. Lyles Co

- This option removes the uncertainty with the economy and market conditions that would be expected with re-bidding.
- This option does not require any additional staff and consultant resources to revise the bid package.
- There is only one construction contract to administer which minimizes the opportunity for field conflicts.
- The total project duration for this option is the shortest, providing the plant the quickest path to addressing plant health and stabilizing the process.

Based on the competitiveness of the bids received, and the risks of increased bid amounts resulting from re-bidding the project in whole or in part, and the delays associated with a rebidding effort, staff came to the conclusion that awarding the contract (Option 3) deserves serious consideration as the best option to balance District risks and needs that the ETSU Program is intended to address. The AB Mods Project is crucial for addressing process issues that the plant has been experiencing for some time due to increased solids loadings, amongst other things.

Project Financing

The District recently secured a WIFIA loan from the EPA to fund 49% of the total ETSU Program costs at a very favorable rate of 1.9%. This WIFIA loan was recently increased from \$188,758,204 to \$249,660,876 (a difference of \$60,902,672) to account for the increased bid amount and anticipated economic conditions. Earlier this year the District issued bonds (series 2021A) in the amount of \$110,000,000 to finance various CIP projects, of which \$80 million has specifically been set aside for the ETSU program.

Future debt financing is required to complete the ETSU Phase 1A projects (AB Mods and Campus) as well as the remaining ETSU program. This has already been factored into the District's fiscal model and is supported by the current rate structure. It is currently anticipated this additional debt financing will be in the form of a Clean Water State Revolving Fund (SRF) loan(s) or additional bond issuances, or some combination thereof. Staff continues to pursue an SRF Loan for each phase of the ETSU Program.

Staff is of the opinion, which is supported by the fiscal model and current rate structure, that awarding this contract does not create any short- or long-term impacts to the fiscal model.

Construction Contract

The contractor has 1,350 calendar days (45 months or 3.75 years) to complete the Project from the Notice to Proceed, which puts the estimated substantial completion date in October 2025. Selection of the construction management and inspection services for the Project has been completed with Psomas as the selected firm. A description of the Project scope is included in the Background section of this report.

Bid Alternates

The total bid amount includes five bid alternates which are summarized in the table below:

Alternate	Description	Price
A	Builder's Risk Insurance	\$2,832,200
B	"Acts of God" Insurance	\$651,406
C	Rehabilitation of the existing pumps at Lift Station 2 in lieu of replacing with the new pumps provided in base bid.	(\$77,648)
D	Removal of various electric actuators from the base bid.	(\$350,000)
E	Replacement of existing handrail with new Handrail at Aeration Basins 1-4	\$47,600

Staff has reviewed these bid alternates and recommends including Bid Alternates A, B, and E in the construction contract. Staff does not recommend proceeding with the deductions associated with Bid Alternates C and D based on their price and the associated reduction in scope. Including Bid Alternates A, B, and E, the contract price equates to the total amount of \$121,040,200.90.

Staff reviewed the bid documents submitted by W. M. Lyles Co. and found them to be in order. W. M. Lyles Co. confirmed on December 21, 2021, that they will construct the Project as bid and enter into the construction contract. Staff has checked W. M. Lyles Co.'s project references and is satisfied with their work performance.

Background

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The Program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.

Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

ETSU Phase 1A Project

Staff developed a Phase 1A Project scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects were being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program. However, due to a number of factors including the Covid 19 pandemic the design of the Aeration Basins Modifications Project was able to be completed prior to the Campus Building Project.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a Biological Nutrient Removal (BNR) process to remove nutrients at the conclusion of Phase 1B. This work includes but is not limited to the following:
 - Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
 - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.
- Construct new Aeration Basin 8
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.
- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new high-speed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Rehabilitate Primary Effluent Lift Station No. 2

- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

Previous Board Action

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

July 13, 2020, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the 30% Design of the Aeration Basin Modifications Project.

November 11, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the Final Design of the Aeration Basin Modifications Project.

February 22, 2021, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Psomas in the amount of \$10,986,283 for value engineering, constructability review, and construction management services for the Enhanced Treatment and Site Upgrade Phase 1A Project.

March 22, 2021, the Board Conducted a Public Hearing to Receive Comments on the Initial Study and Mitigated Negative Declaration for the Enhanced Treatment and Site Upgrade Phase 1 Program.

May 10, 2021, the Board adopted Resolution 2923 adopting the Mitigated Negative Declaration for the Enhanced Treatment and Site Upgrade Phase 1 Program.

PRE/RP/CB

Agenda Item No. 10
Meeting of January 10, 2022
Page 9

Attachments: Figure 1 – Site Plan
Table 1 – Bid Tabulation Sheet
Contractor's Agreement

Figure 1: ETSU Program – Phase 1 Project Locations

Phase 1C – New Primary
Effluent Equalization

Phase 1B – New
Effluent Facilities

Phase 1A – New
Campus Building



Table 1
Bid Tabulation

ETSU Phase 1A Aeration Basin Modifications
 Bid Opening: 2:30 pm, November 16, 2021
 Engineer's Estimate: \$86 million

Bid Item No.	Bid Item	Unit	Estimated Quantity	W. M. Lyles Co. (Fresno, CA)	Flatiron West Inc. (Benicia, CA)	Kiewit Infrastructure West Co. (Fairfield, CA)
				Total Bid Price	Total Bid Price	Total Bid Price
A.1	Aeration Basin Modifications	LS	1	\$87,051,000.00	\$116,000,000.00	\$127,868,000
A.2	Aeration Basin 8	LS	1	\$11,619,000.00	\$14,000,000.00	\$14,400,000
A.3	High-Speed Blower Installation	LS	1	\$289,000.00	\$500,000.00	\$2,000,000
A.4	Lift Station 1 (Pump 2) Rehabilitation	LS	1	\$554,613.35	\$3,600,000.00	\$500,000
A.5	Lift Station 2 Improvements	LS	1	\$2,818,000.00	\$4,000,000.00	\$3,000,000
A.6	12 kV Switchgear	LS	1	\$7,593,000.00	\$5,000,000.00	\$6,300,000
A.7	Control Box 2 Upstream Coating	LS	1	\$651,000.00	\$550,000.00	\$700,000
A.8	Excavation Support Systems	LS	1	\$3,587,000.00	\$1,000,000.00	\$3,500,000
B.1	Expansion Joint Repair	LF	550	\$26,400.00	\$55,000.00	\$30,250
B.2	Type I Crack Repair on Walls	LF	500	\$70,000.00	\$100,000.00	\$80,000
B.3	Type II Crack Repair on Walls	LF	290	\$40,600.00	\$58,000.00	\$46,400
B.4	Type III Crack Repair on Walls	LF	1180	\$34,998.80	\$59,000.00	\$37,760
B.5	Type I Crack Repair on To Slab	LF	200	\$28,000.00	\$40,000.00	\$32,000
B.6	Type II Crack Repair on Top Slab	SF	50	\$15,000.00	\$18,750.00	\$17,000
B.7	Surface Spall Repair on Walls	SF	1040	\$314,995.20	\$390,000.00	\$353,600
B.8	Surface Spall Repair on Top Slab	SF	200	\$60,000.00	\$80,000.00	\$68,000
B.9	Formed Spall Repair on Walls	SF	115	\$60,000.10	\$86,250.00	\$64,975
B.10	Formed Spall Repair on Top Slab	SF	10	\$5,000.00	\$10,000.00	\$5,650
B.11	Cement Based Textured Coating	SF	2980	\$71,996.80	\$104,300.00	\$83,440
B.12	Contraction or Construction Joint Repair	LF	1400	\$60,004.00	\$63,000.00	\$67,200
B.13	Additional Asphalt Replacement	SF	3000	\$90,000.00	\$195,000.00	\$48,000
C.1	PLC-SCADA Programmer	LS	1	\$433,282.00	\$433,282.00	\$433,282.00
C.2	High-Speed Blowers	LS	1	\$1,766,104.65	\$1,766,104.65	\$1,766,104.65
D.1	Lift Station 2 FRP Cover Repair	LS	1	\$20,000.00	\$20,000.00	\$20,000.00
D.2	12 kV Utility Feed Improvements	LS	1	\$200,000.00	\$200,000.00	\$200,000.00
D.3	12-inch PD Field Investigation	LS	1	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid				\$117,508,994.90	\$148,378,686.65	\$161,671,661.65
Bid Alternate A	Builder's Risk Insurance	LS	1	\$2,832,200.00	\$1.00	\$504,000
Bid Alternate B	"Acts of God" Insurance	LS	1	\$651,406.00	\$1,000,000.00	\$1,228,000
Bid Alternate C	Lift Station 2 Rehabilitation (deduct)	LS	1	\$77,648.00	\$1.00	\$54,000.00
Bid Alternate D	Removal of Electric Actuators (deduct)	LS	1	\$350,000.00	\$625,000.00	\$480,000.00
Bid Alternate E	Pickett Handrail at Aeration Basins 1-4	LS	1	\$47,600.00	\$120,000.00	\$170,000.00
Total Contract Price				\$120,612,552.90	\$148,873,686.65	\$163,039,661.65
Percent (Under)/Over Engineer's Estimate				40.2%	73.1%	89.6%

AGREEMENT FOR THE CONSTRUCTION OF

Enhanced Treatment and Site Upgrade Program - Phase 1A **Aeration Basin Modifications** **Project No. 800-532**

THIS AGREEMENT, made and concluded, in duplicate, dated January ____, 2022, between the UNION SANITARY DISTRICT ("District"), Union City, California, and W. M. LYLES CO. ("Contractor"), License No. 422390.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Enhanced Treatment and Site Upgrade Program - Phase 1A Aeration Basin Modifications (Project No. 800-532)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of One Hundred Twenty One Million Forty Thousand Two Hundred Dollars and Ninety Cents (\$121,040,200.90) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated November 16, 2021, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: A, B and E. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

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

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

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

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

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

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

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

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

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

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

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

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number.

The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeshipable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

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

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

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

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

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

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

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

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

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

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

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF**

PERFORMANCE BOND, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

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

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

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

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named

as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated January ____, 2022.

W. M. LYLES CO.

By: _____
Anthony M. Mueller
Vice President
P.O. Box 28130, Fresno, CA 93729

UNION SANITARY DISTRICT

By: _____
Manny Fernandez
Board Secretary
5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy
Attorney for 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

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Authorize the Payment of Permit, Inspection, and Other City Fees to the City of Union City for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant Program Manager

Recommendation

Staff recommends the Board authorize the payment of permit, inspection, and other City fees for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1A Campus Building Project in the amount of \$509,705.

Discussion

The ETSU Phase 1A Campus Building Project (Project) includes the construction of a new campus building that consolidates the District's existing administration; control/lab and fabrication, maintenance, and construction (FMC) buildings and is constructed in accordance with current seismic and safety regulations. This work includes all associated site, landscaping and utility improvements, and new parking areas and driveways. An exhibit of the proposed new building and site improvements is included in Figure 1 (attached).

The Project's design consultants submitted a preliminary application to the City of Union City (City) at the City's request on May 26, 2021. On June 10, 2021, the City provided review comments that included direction on the submittals and permits that would be required for the Project. The required City permits include:

- Building Permit
- Grading Permit
- Landscape Permit

- Fire Department permit
- Encroachment permit

These permits are fairly typical for a project of this type and size. The design consultants submitted plans to the City and applied for the permits on July 26, 2021. Since this last submittal, City and District staff have been discussing the permit fees, and providing additional details required by City staff to issue the necessary permits.

The total anticipated City fees are summarized in the table below.

No.	Description	Amount
1	Building Permit Fees	\$285,543
2	Fire Permit Fees	\$7,332
3	Grading and Development Permit Fees	\$164,380
4	Landscape Permit Fees	\$39,020
	Total of Pre-construction Fees	\$496,275
	Estimate for fees to be determined later based upon actual City inspections and selected solar system size	\$13,430
	Estimated Total of all Fees to City of Union City	\$509,705

The total City fee amount is slightly less than 1% of the anticipated construction cost of the Campus Building.

Payment of the fees above are required prior to the issuance of the City permits for the project with the exception of the \$13,430. These are intended to compensate the City for actual expenditures that will be determined during the course of construction with the actual amount to be determined by the number of field visits/inspections by the City.

Background

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant

future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

Previous Board Action

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

February 22, 2021, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Psomas in the amount of \$10,986,283 for value engineering, constructability

review, and construction management services for the Enhanced Treatment and Site Upgrade Phase 1A Project.

PRE/RP/CB

Attachments: Figure 1 – Campus Site Plan
Excerpts from the City of Union City Master Fee Schedule for FY 2021-2022

Figure 1: Enhanced Treatment and Site Upgrade (ETSU) Phase 1A
Campus Building Project



CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-22

MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022
Table of Contents

	Page No.
Assessments	3
Waste, Recycling, Stormwater	4
Exhibit A-Residential	5
Exhibit A-Commercial	6
Exhibit A-Drop-Box	12
Exhibit B-Tri-CED	14
Citywide Fees	15
Administrative Services	16
City Clerk's Office	19
City Manager Office	20
Economic & Community Development Department	
Building	21
Planning	25
Neighborhood Preservation	27
Development Fees- Citywide	27
Environmental Programs	29
Housing & Community Development	30
Police Department	31
Exhibit I	35
Fire Department	37
Public Works Department	37
Community & Recreation Services Department	43
Exhibit II	48

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development		
Building		
Building and Fire Permit Fees	\$130 minimum (permit fee + issuance fee)	1.6% CPI Increase
1 \$1 - \$500	\$54	1.6% CPI Increase
2 \$501 - \$2,000	\$54 for the first \$500+ \$7 per additional \$100 or fraction thereof, to and including \$2,000	1.6% CPI Increase
3 \$2,001 - \$25,000	\$163 for the first \$2,000 + \$37 per additional \$1,000 or fraction thereof, to and including \$25,000	1.6% CPI Increase
4 \$25,001 - \$50,000	\$1,008 for the first \$25,000 + \$25 per additional \$1,000 or fraction thereof, to and including \$50,000	1.6% CPI Increase
5 \$50,001 - \$100,000	\$1,636 for the first \$50,000 + \$18 per additional \$1,000 or fraction thereof, to and including \$100,000	1.6% CPI Increase
6 \$100,001 - \$500,000	\$2,530 for the first \$100,000 + \$12 per additional \$1,000 or fraction thereof, to and including \$500,000	1.6% CPI Increase
7 \$500,001 - \$1,000,000	\$7,494 for the first \$500,000 + \$11 per additional \$1,000 or fraction thereof, to and including \$1,000,000	1.6% CPI Increase
8 \$1,000,001 and up	\$12,835 for the first \$1,000,000 + \$7 per additional \$1,000 or fraction thereof	1.6% CPI Increase
9 Building Permit Issuance Fee	\$99	1.6% CPI Increase
10 Mechanical, Electrical & Plumbing Permit Issuance Fee	\$99	1.6% CPI Increase
11 Fire Permit Issuance Fee	\$105	1.6% CPI Increase
Building Inspection Fees		
1 Site Visits per Inspection	\$189	1.6% CPI Increase
2 Re-Inspection per Hour- 1hr minimum	\$189	1.6% CPI Increase
3 Saturday and Off Friday per Hour- 1hr minimum	\$286	1.6% CPI Increase
4 Sunday per Hour- 1hr minimum	\$380	1.6% CPI Increase
Fire Plan Check and Fire Inspection Fees		
1 Fire Plan Check per Hour- 1/2hr minimum	\$168	1.6% CPI Increase
2 After Hours Fire Plan Check per Hour- 2hr minimum	\$253	1.6% CPI Increase
3 Fire Construction Inspection per Inspection	\$168	1.6% CPI Increase
4 After Hours Fire Inspection per Hour- 2hr minimum	\$253	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development		
Other Fees		
1 All Permits: Building Standards Fee	\$1 (\$1-25K), \$2 (\$25K - \$50K), \$3 (\$50K - \$75K), \$4 (\$75K - \$100K), add \$1 for every \$25K or fraction thereof above \$100K Permit Valuation	No Change
2 All Permits: General Plan Cost Recovery Fee	\$1 per \$1,000 Valuation	No Change, Reso 2199-02
3 All Building Permits: SMIP Fee	.01% of Valuation	No Change
4 Plan Check	100% of Building Permit Fee	No Change
5 Hourly Plan Check Fee	\$192	1.6% CPI Increase
6 Hourly Mechanical, Electrical, and Plumbing Plan Check Fee	\$192	1.6% CPI Increase
7 Minimum Permit Fees:	\$189	1.6% CPI Increase
8 Permit Processing Fee	\$295	1.6% CPI Increase
9 Additional fees for revisions to approved plans and administrative time	\$290	1.6% CPI Increase
Electrical Permit Fees - Per Unit		
1 Power Apparatus 0 - 1 HP, KW, KVA	\$8.76	1.6% CPI Increase
2 Power Apparatus 2 - 10 HP, KW, KVA	\$14.60	1.6% CPI Increase
3 Power Apparatus 11 - 50 HP, KW, KVA	\$32.12	1.6% CPI Increase
4 Power Apparatus 51 - 100 HP, KW, KVA	\$64.23	1.6% CPI Increase
5 Power Apparatus 101 + HP, KW, KVA	\$96.35	1.6% CPI Increase
6 New/Additions to Existing Circuits - Outlets and Switches	\$2.43	1.6% CPI Increase
7 New/Additions to Existing Circuits - Fixtures and Receptacles	\$2.43	1.6% CPI Increase
8 New Circuits - Appliances	\$8.76	1.6% CPI Increase
9 New Circuits - Fixed Residence/Non-Residence	\$8.76	1.6% CPI Increase
10 New Circuits - Temporary Power Pole	\$29.20	1.6% CPI Increase
11 New Circuits - Sign	\$32.12	1.6% CPI Increase
12 New Circuits - Tube Outline (sign)	\$32.12	1.6% CPI Increase
13 600 volts or less; not > 200 Amps	\$43.79	1.6% CPI Increase
14 600 volts or less; 200 - 1000 Amps	\$87.59	1.6% CPI Increase
15 > 600 volts or > 1000 Amps	\$145.98	1.6% CPI Increase
16 Misc. Apparatus, Conduit Conductors	\$23.36	1.6% CPI Increase
17 Electrical "clean-up" (minimum)	\$43.79	1.6% CPI Increase
18 New/Addition to SFD and Duplex (per sq. ft.)	\$0.11	1.6% CPI Increase
19 New/Addition to MFD (per sq. ft.)	\$0.10	1.6% CPI Increase
20 Private Swimming Pool (residential)	\$64.23	1.6% CPI Increase
21 Spa	\$64.23	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE		ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development			
Mechanical Permit Fees - Per Unit			
1	FAU < 100,000 BTU	\$23.36	1.6% CPI Increase
2	Wall Heater < 100,000 BTU	\$23.36	1.6% CPI Increase
3	Space Heater < 100,000 BTU	\$23.36	1.6% CPI Increase
4	FAU > 100,000 BTU	\$29.20	1.6% CPI Increase
5	Wall Heater > 100,000 BTU	\$29.20	1.6% CPI Increase
6	Space Heater > 100,000 BTU	\$29.20	1.6% CPI Increase
7	Other Heating Appliance > 100,000 BTU	\$29.20	1.6% CPI Increase
8	Repair, Alter Heat, or Cool Unit	\$23.36	1.6% CPI Increase
9	Boiler/Compressor (<100K BTU)	\$23.36	1.6% CPI Increase
10	Boiler/Compressor (>100K - 500K BTU)	\$35.04	1.6% CPI Increase
11	Boiler/Compressor (>500K - 1000K BTU)	\$46.71	1.6% CPI Increase
12	Air Handling Unit < 10K CFM	\$23.36	1.6% CPI Increase
13	Air Handling Unit > 10K CFM	\$29.20	1.6% CPI Increase
14	Flue or Vent	\$14.60	1.6% CPI Increase
15	Hood	\$20.44	1.6% CPI Increase
16	Fan or Blower (not part of A/C or furnace)	\$20.44	1.6% CPI Increase
17	Vent System (not part of A/C or furnace)	\$20.44	1.6% CPI Increase
18	Miscellaneous Appliance	\$20.44	1.6% CPI Increase
19	Incinerator - Domestic	\$29.20	1.6% CPI Increase
20	Incinerator - Commercial	\$23.36	1.6% CPI Increase
Plumbing Permit Fees - Per Unit			
1	Plumbing Fixtures (or set) on One Trap *	\$20.44	1.6% CPI Increase
2	Building Sewer or Trailer Sewer	\$35.04	1.6% CPI Increase
3	Rainwater Systems (per drain inside buildings)	\$20.44	1.6% CPI Increase
4	Backflow Protective Device (other than atmospheric-type vacuum breakers): 2" or Less	\$27.24	1.6% CPI Increase
5	Backflow Protective Device (other than atmospheric-type vacuum breakers): > 2"	\$35.04	1.6% CPI Increase
6	Private Swimming Pool	\$87.59	1.6% CPI Increase
7	Grease/sand Interceptor	\$32.12	1.6% CPI Increase
8	Water Heater and Vent	\$27.24	1.6% CPI Increase
9	Gas Piping System: 1 - 5 Outlets (each)	\$13.65	1.6% CPI Increase
10	Gas Piping System: Additional Outlet > 5 (each)	\$2.43	1.6% CPI Increase
11	All Permits with Plan Checks: Plan Storage Fee	2% of Permit Fee	No Change

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development		
Solar Photovoltaic Permits		
12 Multi-Family and Commercial Project		
12a Projects under 35kW *	\$608	No Change
12b Projects 35kW - 50kW *	\$1,000	No Change
12c Projects 51kW - 250kW *	\$1,822	No Change
12d Projects 251kW - 500kW *	\$2,429	No Change
12e Projects over 500kW *	\$3,643	No Change
* Additional Plan Check and Inspection Fees may apply.		
13 Solar Photovoltaic Permit Fee-Residential Project Only ¹	\$400 for the first 15kW and \$5 per kW above 15kW	per GOV 66015 max \$450+(xx - 750)* \$15
14 Certificate of Occupancy	\$128	1.6% CPI Increase
15 Request for use of alternate material, design, or method of	\$905	1.6% CPI Increase
16 Request for New or Change of Address	\$159	1.6% CPI Increase
17 Additional Fees for revisions to approved plans and administrative	\$157	1.6% CPI Increase
18 Request for Unreasonable Hardship	\$189	1.6% CPI Increase
19 Request for Plan Retrieval	\$189	1.6% CPI Increase
20 Notice of Intent to Install Interior Rough Frame	\$119	1.6% CPI Increase
21 Request for Architect's Approval to Duplicate Plans	\$31	1.6% CPI Increase
22 Request for a Mobile Home Certificate of Compliance Inspection.	\$282	1.6% CPI Increase
23 Blueprint Xeroxing	\$31 Process Fee + \$13.67/page	1.6% CPI Increase
24 Yearly Subscription to Monthly Building Permit Report	\$62/year or \$5.09/month	1.6% CPI Increase
25 Mailing/Shipping Fee	\$34	1.6% CPI Increase
26 Building Permit Re-printing Fee	\$16	1.6% CPI Increase
27 Faxed and Mail In Fee per Permit	\$31	1.6% CPI Increase
28 Landscape Plan Check Fee	Time and Materials. established list of outside consultants to provide plan check services for the review of landscape and irrigation plans for larger development projects	No Change
Manufactured Home/Mobile Home Permit Fees		
1 Awning Garage, Awning Support, Porch	\$68	1.6% CPI Increase
2 Cabana, Ramada, Private Garage, Screen Room	\$154	1.6% CPI Increase
3 Fence or Windbreak	\$112	1.6% CPI Increase
4 Installation of a new Manufactured Home	\$266	1.6% CPI Increase
5 Installation of a new Manufactured Home with Accessory Structures	\$533	1.6% CPI Increase
6 Plan Check per hour - Minimum 1 hour	\$81	1.6% CPI Increase
7 Permit Issuance Fee	\$27	1.6% CPI Increase
Technology Fee	2% of all building permits	New, Reimburse the City's technology investment over the past 10 years and to maintain ongoing IT services and digital storage of plans and permits

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development		
Planning		
Preliminary Review		
Preliminary Review	\$1,500	New, Cost Recovery
Preliminary Review for new single-family unit or second-story addition to single-family unit, and administrative use permits	\$523	1.6% CPI Increase
Site Development Review		
1 Administrative Site Development Review		
1a Small Residential Projects (e.g. single detached accessory structure or balcony)	\$1,363	1.6% CPI Increase
1b Large Residential Projects (e.g. second-story additions, multiple accessory structures)	\$2,378	1.6% CPI Increase
1c New single-family units (without Public Hearing)	\$3,751	1.6% CPI Increase
1d New single-family units (with Public Hearing)	\$5,398	1.6% CPI Increase
1e Commercial/ Industrial Projects	\$3,476	1.6% CPI Increase
2 Site Development Review	\$20,000	Time and Material Deposit
User Permit		
3 Administrative Use Permit	\$2,378	1.6% CPI Increase
4 Use Permit	\$4,025	1.6% CPI Increase
Subdivision		
5 Tentative Parcel Map	\$10,000	Time and Material Deposit
6 Tentative Tract Map (including condominiums)	\$20,000	Time and Material Deposit
Amendments		
7 Zoning, Text Amendment	\$10,000	Time and Material Deposit
8 Zoning, Map Amendment	\$10,000	Time and Material Deposit
9 General Plan Amendment	\$20,000	Time and Material Deposit
10 Variance	\$2,029	1.6% CPI Increase
11 Specific Plan Amendments	\$20,000	Time and Material Deposit

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE		ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development			
Environmental Review			
12	CEQA Exemption	\$366	1.6% CPI Increase
13	Negative Declaration, Unmitigated	Consultant cost + 64%	No Change
14	Negative Declaration, Mitigated	Consultant cost + 64%	No Change
15	Environmental Impact Report	Consultant cost + 64%	No Change
16	Environmental Review, In-House	At cost	No Change
17	Technical Studies (Cultural Resources, Air Quality / Odors, Traffic, Phase 1 / Phase 2 Environmental Site Assessment, Arborist, etc.)	Consultant cost + 64%	No Change
18	CEQA Filing for Negative Declaration (ND) and Mitigated ND Payable to "Alameda County Clerk"	\$2,480.25 Plus County Clerk Filing Fee \$50.00	Set by CDFW Eff. 01/01/2021
19	CEQA, Filing for Environmental Impact Report (EIR) Checks payable to "Alameda County Clerk"	\$3,445.25 Plus County Clerk Filing Fee \$50.00	Set by CDFW Eff. 01/01/2021
Extensions			
20	Extension - Administrative (ASD, AUP)	\$153	1.6% CPI Increase
21	Extension - Discretionary (SDR, UP, VAR)	\$458	1.6% CPI Increase
22	Extension - Sign Amortization Period	\$153	1.6% CPI Increase
Others			
23	Development Agreement	Consultant cost + 64% (including legal)	No Change
24	Staff Planner Hourly Review	\$183	1.6% CPI Increase
25	Planning Inspection, per Inspection	\$366	1.6% CPI Increase
26	Zoning Compliance Review for Business Licenses		
26a	Residential Districts	\$52	1.6% CPI Increase
26b	Non-Residential Districts	\$78	1.6% CPI Increase
26c	Zoning Administrator Written Interpretation	\$1,092	1.6% CPI Increase
27	Appeals	\$945	No change
28	Modifications	Base fee without acreage calculation	No Change
29	Mailing List Preparation	\$152	1.6% CPI Increase
30	Senior (65 and older) Resident, for owner-occupied projects	20% Discount	No Change
Documents			
31	Street Map	\$2.79	1.6% CPI Increase
32	Aerial Map	\$2.79	1.6% CPI Increase
33	Blue Prints	\$2.93	1.6% CPI Increase
34	Seismic Zones Map	\$8.38	1.6% CPI Increase
35	Zoning Verification Letter Fee	\$457 +\$91 for each related parcel/APN	1.6% CPI Increase
36	Zoning Verification Letter Fee - Cannabis only ²	\$294	1.6% CPI Increase
37	Photocopying		
8.5" X 11" black and white- fee per page			
	First 10 pages	\$0.52	1.6% CPI Increase
	Thereafter, same document	\$0.10	1.6% CPI Increase
8.5" X 11" color- fee per page			
		\$0.78	1.6% CPI Increase
11" X 17" black and white- fee per page			
	First 10 pages	\$1.05	1.6% CPI Increase
	Thereafter, same document	\$0.21	1.6% CPI Increase
11" X 17" color- fee per page			
		\$1.57	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE		ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development			
Neighborhood Preservation			
1	Request for Administrative Hearing (non-refundable fee) * Fine to be paid in full upon request submittal	\$39	1.6% CPI Increase
2	Abandoned Vehicle Tow	\$275	No Change
3	Failed Inspection Fee: Initial Inspection	\$0	No Change
4	Failed Inspection Fee: Re-inspection - No Violation	\$0	No Change
5	Failed Inspection Fee: Re-inspection - Violation	\$291	1.6% CPI Increase
6	Failed Inspection Fee: Each Re-inspection until corrected	\$104	1.6% CPI Increase
7	Same Violation within 12 months: Initial Inspection	\$466	1.6% CPI Increase
8	Same Violation within 12 months: Re-inspection	\$0	No Change
9	Same Violation within 12 months: Each Re-inspection	\$102	1.6% CPI Increase
10	Municipal Code Violation Penalty Fee: Administrative Fee	\$56	No Change
11	Municipal Code Violation Penalty Fee: 1st Violation	\$150	No Change
12	Municipal Code Violation Penalty Fee: 2nd Violation	\$300	No Change
13	Municipal Code Violation Penalty Fee: 3rd Violation	\$600	No Change
14	Lien per parcel	\$170	1.6% CPI Increase
Development Fees- Citywide			
Capital Facilities Fee			
For residential construction only:			
	Single-family	\$12,231	No Change
	Single-family, secondary dwelling	\$8,624	No Change
	Multi-family	\$8,624	No Change
DIPSA Infrastructure Fee			
For residential construction in DIPSA area only:			
	Single-family	\$12,613	1.6% CPI Increase
	Multi-family	\$7,469	1.6% CPI Increase
Park-in-Lieu Fee			
	Residential subdivided property	Land dedication: Average # of persons per residential unit times 3 divided by 1,000= incremental acres required per residential unit.	No Change
	Requirement is 3 acres dedication per 1,000 new residents or In-Lieu Fee (Union City Municipal Code Section 17.30.030)	Park-in-lieu Fee: Land dedication per unit x appraised value x 1.2 (infrastructure load factor)= Fee per Residential Unit	

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development		
Park Facilities Fee		
For residential non -subdivided property only, per unit	\$2,945	1.6% CPI Increase
Bedroom Tax		
For residential non -subdivided property only:		
1 Bedroom or less	\$280	No Change
2 Bedrooms	\$455	No Change
3 Bedrooms or more	\$630	No Change
Fire Equipment Acquisition Fee		
For all construction types:		
Residential Projects	\$1.40 psf of occupiable space above 2nd story	No Change
Industrial Buildings	\$.06 psf of roof area	No Change
Office, Professional, and Hotel Buildings	\$1.40 psf of occupiable space above 2nd story	No Change
Public Art In-Lieu Fee		
Private-Permit valuation over \$50 million	Negotiated between Developer and City	No Change
Private- Permit valuation over \$250,000	Must construct Public Art that is valued at .67% of building permit valuation and contribute .33% of building permit valuation to the City's Public Art Fund or contribute 1% to the Public Art Fund.	No Change
Public-Permit valuation over \$250,000	N/A- must construct Public Art with a value equivalent to 1% of permit valuation	No Change
Landscape In-Lieu Fee		
For projects that do not provide the required amount of on-site landscaping	\$9.70 per sq. ft	No Change
Community Facilities District No. 2006-1		
All new residential developments will be conditioned to be annexed into Community Facilities District No. 2006-1, which requires a Special Assessment Tax Levy payment along with annual property taxes		
Single Family Residential	\$663	2% annual increase
Duplex	\$465	2% annual increase
Low Density Multi-Family Residential	\$325	2% annual increase
High Density Multi-Family Residential	\$253	2% annual increase
Housing In-Lieu Fees		
Small Project In-Lieu Fee (six units or less)	Base fee of \$24,000 per unit in the Residential Development. All units within the Residential Development with Habitable Space exceeding 1,000 square feet, shall pay an additional fee of \$8 per square foot for all square footage of Habitable Space in excess of 1,000 square feet.	No Change
Large Project Optional In-Lieu Fee (seven units or more)	\$27 per square foot of all Habitable Space within the Residential Development.	No Change
Affordable Housing Impact Fee		
Residential additions where the net new square footage is greater than 500 square feet. Includes tear down/rebuilds.	\$25 per square foot of net new square footage of Habitable Space in excess of 500 square feet.	No Change

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE		ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development			
Environmental Programs			
Hazardous Materials Storage/Permit Fees			
1	Building or Plan Review- per hour, <i>1h minimum</i>	\$295	1.6% CPI Increase
2	Special Field, Closure and Installation Inspections- per hour, 1h minimum	\$229	1.6% CPI Increase
3	Electronic Reporting Compliance Review Fee- per hour, 1h minimum	\$202	1.6% CPI Increase
4	Electronic Reporting Compliance Review Fee: Small Facilities	\$244	1.6% CPI Increase
5	Electronic Reporting Compliance Review Fee: Medium Facilities	\$488	1.6% CPI Increase
6	Electronic Reporting Compliance Review Fee: Large Facilities	\$731	1.6% CPI Increase
7	Electronic Reporting Business Assistance Fee- <i>1h minimum</i>	\$202	1.6% CPI Increase
Annual Facility Inspection Fee - Special Hazards			
8	Underground Storage Tank Facilities	\$1,223	1.6% CPI Increase
9	Stormwater NOI Facilities	\$734	1.6% CPI Increase
10	California Accidental Release Program	\$4,588	1.6% CPI Increase
11	Other High Hazard Facility	\$1,223	1.6% CPI Increase
12	Aboveground Petroleum Storage (APSA) Annual Program Fee Storage of 1320-10,000 gallons	\$734	1.6% CPI Increase
13	Aboveground Petroleum Storage (APSA) Annual Program Fee Storage of greater than 10,000 gallons	\$1,629	1.6% CPI Increase
14	Environmental and Closure Document Review- per hour, 1h minimum	\$251	1.6% CPI Increase
15	Reinspection per Hour, 1h minimum	\$201	1.6% CPI Increase
16	After Hours Document, Plan Review or Inspection Activity- based on Division Manager approval and available staffing. Fee per hour, <i>2 hours minimum</i>	\$202 + overtime differential for Employee	1.6% CPI Increase
17	Contract 3rd Party Document, Risk Management Plan or other Review	Cost + 40% Overhead	No Change
Annual CUPA Permit Fees			
18	Combustible Liquids	\$298+ range (below)	1.6% CPI Increase
19	Compressed Gases	\$298+ range (below)	1.6% CPI Increase
20	Corrosive Materials	\$298+ range (below)	1.6% CPI Increase
21	Cryogenic Fluids	\$298+ range (below)	1.6% CPI Increase
22	Explosive Materials	\$298+ range (below)	1.6% CPI Increase
23	Flammable Materials	\$298+ range (below)	1.6% CPI Increase
24	Hazardous Materials - Other Regulated Materials	\$298+ range (below)	1.6% CPI Increase
25	Highly Toxic Materials	\$298+ range (below)	1.6% CPI Increase
26	Oxidizing Materials	\$298+ range (below)	1.6% CPI Increase
27	Pyrophoric Materials	\$298+ range (below)	1.6% CPI Increase
28	Radioactive Materials	\$298+ range (below)	1.6% CPI Increase
29	Toxic Materials	\$298+ range (below)	1.6% CPI Increase
30	Unstable (Reactive) Materials	\$298+ range (below)	1.6% CPI Increase
31	Water-Reactive Materials	\$298+ range (below)	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE		ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Economic and Community Development			
32	Hazardous Waste Generator		
a	Conditionally Exempt Sm. Quantity Generator	\$349	1.6% CPI Increase
b	Small Quantity Generator	\$404	1.6% CPI Increase
c	Large Quantity Generator	\$839	1.6% CPI Increase
d	Large Quantity Generator (over 100 tons)	\$1,243	1.6% CPI Increase
33	Hazardous Waste Treatment (CA, CE and PBR)	\$788	1.6% CPI Increase
34	Other hazardous waste treatment not specified- per hour, 1h min	\$295	1.6% CPI Increase
State Surcharge			
35	Cal Accidental Release Prevention Program. Fee per each stationary source	\$270	Amount Set by State
36	Underground Storage Tanks Program Fee per each tank facility	\$20	Amount Set by State
37	California EPA Unified Program Oversight. Fee per each facility	\$84	Amount Set by State
38	Aboveground Petroleum Storage Act (APSA). Fee per each APSA facility	\$26	Amount Set by State
Hazardous Materials (CUPA) Annual Permit Fee Ranges:			
39	Liquids		
	55 - 550 gallons	\$391	1.6% CPI Increase
	551- 2,750 gallons	\$588	1.6% CPI Increase
	2,751 - 5,000 gallons	\$785	1.6% CPI Increase
	Greater than 5,000 gallons	\$979	1.6% CPI Increase
40	Solids		
	501 - 5,000 pounds	\$394	1.6% CPI Increase
	5,001-25,000 pounds	\$593	1.6% CPI Increase
	25,001 - 50,000 pounds	\$791	1.6% CPI Increase
	Greater than 50,000 pounds	\$987	1.6% CPI Increase
41	Gases		
	201-2,000 cubic feet	\$391	1.6% CPI Increase
	2,001-10,000 cubic feet	\$588	1.6% CPI Increase
	10,001-20,000 cubic feet	\$785	1.6% CPI Increase
	Greater than 20,000 cubic feet	\$979	1.6% CPI Increase
42	Penalty on Delinquent Invoice	Flat rate 25% of total invoice 60 days past due date	No Change
Housing & Community Development			
	Subordination: Below Market Rate Home (BMR)/ Rehabilitation Loan / First-time Home Buyer Loan	\$642	1.6% CPI Increase
	Reconveyance: Below Market Rate Home (BMR)/ Rehabilitation Loan/ First-time Home Buyer Loan	\$128 Plus Alameda County Recording Fees	1.6% CPI Increase
	Below Market Rate (BMR) Home Resale	\$128 Plus Consultant Cost	1.6% CPI Increase
	Residential Landlord and Tenant Relations Ordinance fee per Rental Unit per Year	\$10	No Change
	Rent Review Ordinance fee per Rental Unit per Year	\$17.00	No Change
1	Fee amount will not change to conform to Senate Bill 1222 - prohibits a city from charging permit fees for rooftop solar energy systems that exceed \$400 for a system that produces 15kW or less, or \$400 plus \$5 for each kilowatt above 15kW		
2	For complete Cannabis Application Fees, please refer to City Manager Dept Fee Schedule		

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Fire Department		
Resources Fees		
Standby (One engine for permitted activity) per Hour	\$388	1.6% CPI Increase
Fire Watch per Hour per Person	\$94	1.6% CPI Increase
Permit, Plan Review and Inspection Fees		
Archival per page (required for all plan submittals) up to 11"x17"	\$1.31	1.6% CPI Increase
Archival per page (required for all plan submittals): larger than 11"x17"	\$3.46	1.6% CPI Increase
Fire Construction/Modification Permits (including but not limited to fire extinguishing & fire	CA Bldg. Code - Table 3A	No Change
Plan Review Fees per Hour	\$168	1.6% CPI Increase
Fire Inspection Fees per Inspection	\$230	1.6% CPI Increase
3rd Party Plan Reviewer	Actual cost + 40% overhead	No Change
Special Inspector	Actual cost + 40% overhead	No Change
After Hours Plan Review per Hour, 2 hours minimum	\$168	1.6% CPI Increase
After Hours Inspection per Hour, 2 hours minimum	\$299	1.6% CPI Increase
Consultation per Hour (including review of projects prior to submission for a building permit and of projects that do not require a permit)	\$168	1.6% CPI Increase
Fireworks Permit	\$79	1.6% CPI Increase
Inspection and/or Plan Review Fees For Activity Permits		
Retail Fireworks Sales of Safe & Sane Fireworks	As calculated per fireworks regulations	No change
Christmas Tree Lots/Sale Areas at Retail	\$335	1.6% CPI Increase
Field Inspection (Filming) per Hour	\$102	1.6% CPI Increase
Fire Permit Application (Filming)	\$299	1.6% CPI Increase
Operational Fire Code Permits	\$299	1.6% CPI Increase
Confined Space Permit	\$299	1.6% CPI Increase
Christmas Tree Flocking	\$299	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Fire Department		
Fire Department Inspections		
Fire Inspections - Commercial & Industrial		
1,500 sq. feet or less	\$74	1.6% CPI Increase
1,501 - 2,500 sq. feet	\$149	1.6% CPI Increase
2,502 - 5,000 sq. feet	\$300	1.6% CPI Increase
5,001 sq. feet or greater	\$627	1.6% CPI Increase
Fire Inspections - Multi-Family Residential		
0 - 3 units	\$74	1.6% CPI Increase
4 - 12 units	\$149	1.6% CPI Increase
13 - 20 units	\$253	1.6% CPI Increase
21 - 30 units	\$451	1.6% CPI Increase
30 units or more	\$627	1.6% CPI Increase
Fire Inspections - High Rise Structures	\$5,876	1.6% CPI Increase
Fire Inspections - Multi-story Structures <i>per Hour, 2h/ floor minimum</i>	\$178	1.6% CPI Increase
Miscellaneous Inspections per Hour	\$168	1.6% CPI Increase
State Required Inspections		
Pre-inspections:		
25 or fewer persons	\$101	1.6% CPI Increase
26 or more persons	\$198	1.6% CPI Increase
up to 8 occupants	\$206	1.6% CPI Increase
9 - 49 occupants	\$465	1.6% CPI Increase
50 occupants or more	\$585	1.6% CPI Increase
False Alarm Responses		
0 - 3rd alarm	\$0	No Change
After 3rd time in 12-month period:		
4th alarm	\$123	1.6% CPI Increase
5th alarm	\$219	1.6% CPI Increase
6th and subsequent alarms	\$369	1.6% CPI Increase
Second and Subsequent Reinspection	\$238	1.6% CPI Increase
Failure to Obtain Permit	Double Fees	No Change

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Fire Department		
Document Fees		
Fire Code Amendments	\$12	1.6% CPI Increase
Research	\$29 above cost	1.6% CPI Increase
Archived Copies	\$29 above cost	1.6% CPI Increase
Photographs	\$29 above cost	1.6% CPI Increase
Electronic Media	\$29 above cost	1.6% CPI Increase
Other Fees		
Paramedic Special Tax Rate	\$19	1.6% CPI Increase
Penalty on Delinquent Invoice	25% of 60 days past due invoice	No Change
Technology Fee	2% of all fire permits	New, Reimburse the City's technology investment over the past 10 years and to maintain ongoing IT services and digital storage of plans and permits

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Public Works Department		
Subdivision Fees		
1 Final Tract Map (TM)	\$13,765	1.6% CPI Increase
2 Final Parcel Map (PM)	\$6,470	1.6% CPI Increase
3 Plan Check & Inspection Fee		
3a First \$25,000 of approved construction cost estimate	10%	No change
3b Next \$475,000	9%	No change
3c Over \$500,000	8%	No change
Development and Redevelopment Project		
1 Plan Check & Inspection Fee		
1a First \$25,000 of approved construction cost estimate	10%	No change
1b Next \$475,000	9%	No change
1c Over \$500,000	8%	No change
Traffic Signalization Fees (Traffic Signal Fund)		
1 Zoning-Single Family per Unit	\$1,960	1.6% CPI Increase
2 Zoning-Multi Family per Unit	\$1,568	1.6% CPI Increase
3 Zoning-Accessory Dwelling (ADU) per Unit	\$1,568	1.6% CPI Increase
4 Zoning-Single Family and ADU per Set	\$3,528	1.6% CPI Increase
5 Zoning-Commercial per Acre	\$6,075	1.6% CPI Increase
6 Zoning-Industrial per Acre	\$3,037	1.6% CPI Increase
7 Zoning-Mobile Home per Unit	\$1,098	1.6% CPI Increase
Grading Permit Fees		
Plan Check		
50 cu. yards or less	\$156	1.6% CPI Increase
51 - 100 cu. yards	\$233	1.6% CPI Increase
101 - 1,000 cu. yards	\$309	1.6% CPI Increase
1,001 - 10,000 cu. yards	\$303 for the first 1,000 cu. yards + \$94 for each additional 1,000 cu. yards or fraction	1.6% CPI Increase
10,001 - 100,000 cu. yards	\$1,273 for the first 10,000 cu. yards + \$47 for each additional 10,000 cu. yards or fraction	1.6% CPI Increase
100,001 - 200,000 cu. yards	\$1,698 for the first 100,000 cu. yards + \$47 for each additional 10,000 cu. yards or fraction	1.6% CPI Increase
200,001 cu. yards or more	\$2,123 for the first 200,000 cu. yards + \$41 for each additional 10,000 cu. yards or fraction	1.6% CPI Increase

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Public Works Department		
Grading Permit Fees (Continued)		
Grading Permit		
50 cu. yards or less	\$212	1.6% CPI Increase
51 - 100 cu. yards	\$318	1.6% CPI Increase
101 - 1,000 cu. yards	\$318 for the first 100 cu. yards + \$152 for each additional 100 cu. yards or fraction	1.6% CPI Increase
1,001 - 10,000 cu. yards	\$1,698 for the first 1,000 cu. yards + \$94 for each additional 1,000 cu. yards or fraction	1.6% CPI Increase
10,001 - 100,000 cu. yards	\$2,547 for the first 10,000 cu. yards + \$678 for each add'l 10,000 cu. yards or fraction	1.6% CPI Increase
100,001 cu. yards or more	\$8,652 for the first 100,000 cu. yards + \$305 for each add'l 100,000 cu. yards or fraction	1.6% CPI Increase
Grading Permit Bond	Bonding requirements will be determined on an individual basis; however, will usually be set at \$5.50/ cu. yard, first \$1,000 to be in cash.	1.6% CPI Increase
Miscellaneous Fees		
Sale of Plans and Specs minimum	\$52	1.6% CPI Increase
Other Fees		
Transportation Permit: Per Trip	\$16	No change Set by Caltrans
Transportation Permit: Annual	\$90	No change Set by Caltrans
Encroachment Permit		
Administrative Charge *	\$65	1.6% CPI Increase
Hourly Inspection Fee *	\$131	1.6% CPI Increase
Hourly Permit Application Review Fee * (including coordination, traffic control, etc.)	\$131	New - Cost Recovery, Significant background work

CITY OF UNION CITY
MASTER FEE SCHEDULE
FISCAL YEAR 2021-2022

TYPE OF FEE	ADOPTED FEE FY 2021-22	JUSTIFICATIONS (IF REVISED)
Public Works Department		
* Admin plus Hour Rate or Contract Rate if Needed		
Filming- Review only, no PW work performed	\$834	No Change
Filming- includes PW work, i.e. traffic control plan	\$1,507	No Change
Parades/Parties	No fee	No Change
All other work in the Public Street per Hour	\$131	1.6% CPI Increase
Vacation/Abandonment/Quit Claim	\$849	1.6% CPI Increase
Lot Line Adjustment (LLA)	\$1,698	1.6% CPI Increase
Certification of Compliance (CoC)	\$835	No Change
Additional Inspection per Hour	\$131	1.6% CPI Increase
Construction Inspection outside of normal hours per Hour	Actual Cost- Minimum 2 hours, time plus overtime premium	No Change
Construction Inspection on Closed Fridays & Saturdays ***	Actual Cost- Minimum 2 hours, time plus overtime premium	New, Cost Recovery
Damage Recovery Admin Charge	\$62	No Change
Special Events per Hour	Actual Cost	No Change
Tree Replacement in-lieu per tree	\$350	No Change
Grant of Easement	\$835	No Change
Misc. Easements (PUE, Drainage, etc.)	\$835	No Change
Grant of Public Street Right-of-Way	\$835	No Change
Technology Fee	2% of all encroachment & grading permits	New, Reimburse the City's technology investment over the past 10 years and to maintain ongoing IT services and digital storage of plans and permits

** - Per City Schedule

*** - Per Special Permission Only

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Consider a Resolution Approving a Land Lease with Hickory Energy Storage, LLC for a Portion of the Old Newark WWTP Site and a Land Lease with Irvington Energy Storage, LLC for a Portion of the Irvington Pump Station Site (CEQA Review: Exempt Pursuant to CEQA Guidelines 15061(b)(3), 15303 and 15304) *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen Murphy, District Legal Counsel

Recommendation

Adopt a Resolution Approving a Land Lease with Hickory Energy Storage, LLC for a portion of the Old Newark WWTP Site and a Land Lease with Irvington Energy Storage, LLC for a portion of the Irvington Pump Station Site and Declaring the Sites Exempt Surplus Property.

Discussion

Heliovaas, a developer and owner of clean power projects (Heliovaas), approached USD with the concept of leasing unused USD property for the purposes of a utility scale battery electrical storage project. USD staff evaluated each site and concluded the project would benefit USD and that the proposed portions of the property could be leased without any impact on current or future operations.

Proposed Lease Terms

Heliovaas is proposing two lease agreements for a portion of USD property to install battery energy storage systems, each of which would be entered into by a single-purpose limited liability company created by Heliovaas. The first is adjacent to the Irvington Pump station and the second is on the site of the Old Newark Treatment plant with footprint for each approximating 30,000 square feet, see Figure 1. Both sites are not currently needed for District operations, but the

proposed lease agreements provide that they may be terminated if the District determines the property is necessary for District use in the future.

The battery facilities would interconnect to the PG&E grid and supply energy and power to energy service providers in the region such as East Bay Community Energy and PG&E. Heliovaas will require approximately two years (Development Period) to determine if a full-scale project is feasible at each site. During this development period Heliovaas shall pay USD \$5,200 per year (escalating at CPI annually).

If at the end of the Development Period, a project is determined not to be feasible then the applicable lease agreement would expire. Should a full-scale project be installed, each lease agreement allows for a term of 20 years with an option for two 5-year extension periods. The lease amount starts at \$3.50 per square foot and escalates at CPI, which shall be no less than 3% or no greater than 4.25% annually. Below is a summary of the terms:

Development Period	2 years, with 1 year extension option.
Construction/Operating Term	20 years from the commercial operation date of the facility, with two 5-year extension options.
Option Payment	\$5,200 for 2-year option + \$5,000 for 1-year extension per site.
Construction/Operating Term Rent	\$3.50/sf/first year of leased area, escalating annually by an amount equal to the Consumer Price Index-San Francisco Area, provided such increase shall be no less than 3.00 percent or greater than 4.25 percent.

The lease agreements would provide the option for USD to connect existing back-up power systems to the batteries to use during grid outages or public safety power shut offs. USD would be responsible for the engineering and integration costs.

Surplus Lands Act

The California Surplus Lands Act (SLA) (Government Code section 54220 et seq.), which was recently amended, requires that before a local agency sells or leases real property for development or demolition, it must declare the property to be either “surplus land” or “exempt surplus land.” If the surplus land is not exempt, the agency must give written notice of availability to the California Department of Housing and Community Development (HCD) and housing sponsors who have expressed an interest in surplus property. If a local agency determines that certain property is exempt surplus property, the determination must be supported by written findings and the determination shall be provided to HCD at least 30 days prior to disposition.

In this case, District staff has determined that the lease agreements are not subject to the SLA as they do not allow development of the property. The battery storage facilities are not permanent

structures but rather are installations on concrete pads on the sites and are removable. Further, if the lease agreements would constitute development, the sites could be declared exempt surplus property as the property is being used for “agency’s use” under the SLA. The use of the sites for battery storage is consistent with the District’s use and furthers the purpose of the District’s operations in that the District will have the option to connect to the battery systems for back-up power.

The required findings determining this disposition is exempt from the SLA are set forth in the attached resolution. District staff will provide HCD with a copy of the resolution at least 30 days prior to execution of the lease agreements.

CEQA Review

Approval of the lease agreements is exempt from CEQA pursuant to CEQA Guidelines 15061(b)(3), in that it can be seen that approval of the agreements will not have an impact on the environment. Heliovaas is required to go through a two-year Development Period, which will include any permitting review by other agencies and compliance with regulatory requirements. Further, the lease agreements allow for the installation of a series of small structures with no permanent foundations and are minor alterations of the land with no removal of trees and are thus exempt pursuant to CEQA Guidelines sections 15303 and 15304, respectively.

Background

Battery storage facilities consist of batteries housed in modular enclosures, power electronics, and transformers. Well-known vendors such as GE, Tesla, and Siemens supply the systems. The battery enclosures and power electronics are mounted on concrete pads or piers and do not require construction of a foundation or permanent improvements on the sites. The facility is connected via underground or overhead power lines to existing PG&E distribution lines and installation is completed in about 3 months once all the permits and approvals are received. The systems operate unattended and maintenance personnel visit the site 1-2 times a month. It is anticipated the Irvington location will have a separate entrance for this facility.

Battery storage addresses power capacity need and helps improve the resilience of local infrastructure which is subject to wildfire induced public safety power shut offs.

Approval and installation of a battery storage facility takes 2-3 years. Heliovaas is responsible for all associated costs. The key activities are:

- Interconnection Application and Studies.
- 2.25 year process with PG&E to determine costs and configuration of connecting to the grid.
- Permitting process with the cities having jurisdiction.

Previous Board Action

None

Attachments: Figure 1 – Site Plans
Figures 2, 3 and 4 – Examples of Battery Storage Projects
Resolution
Lease Agreement
Lease Agreement

EXHIBIT A1

IRVINGTON PUMP STATION SITE



VICINITY MAP

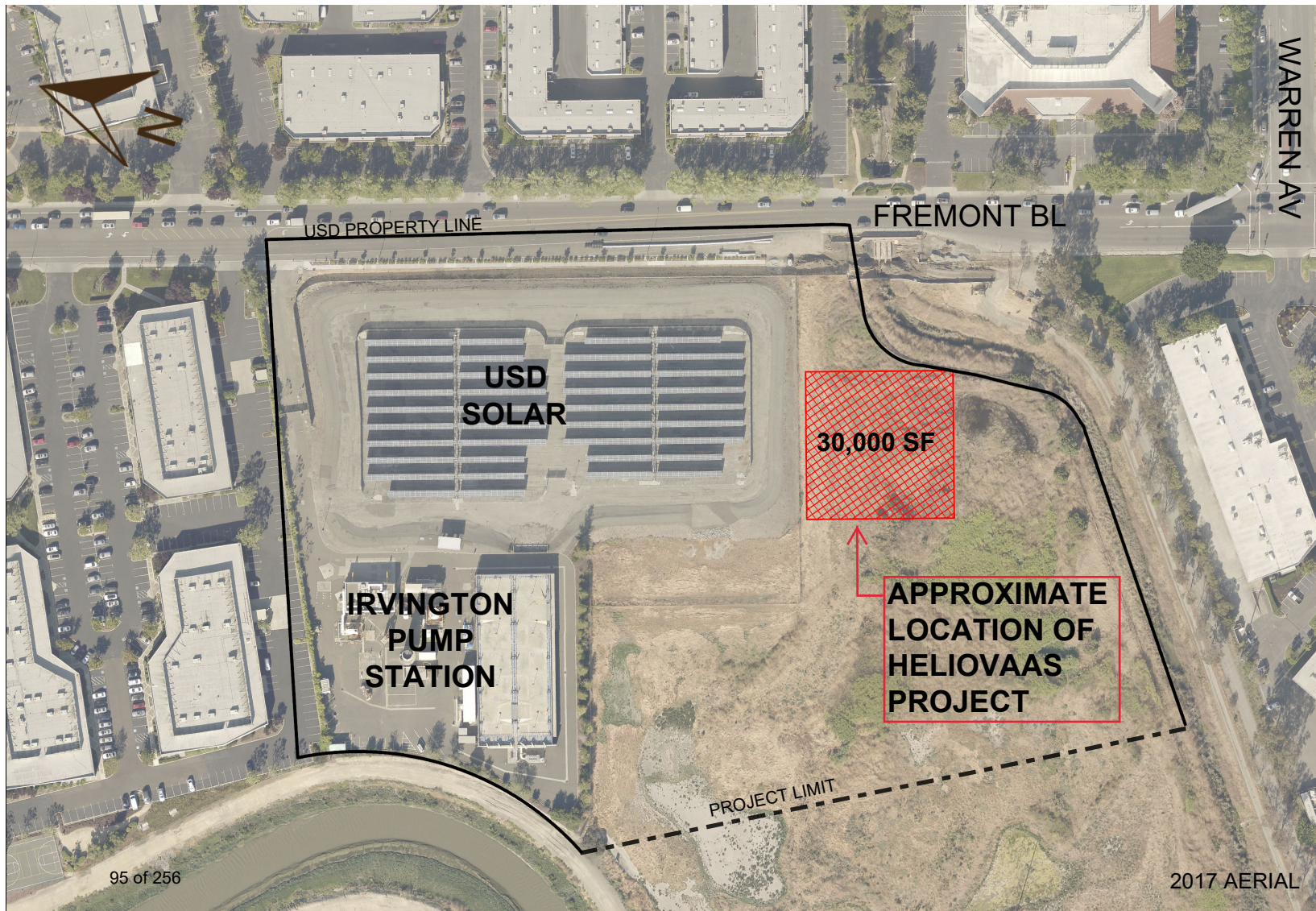


EXHIBIT A1

OLD NEWARK WWTP PROPERTY



VICINITY MAP



Figure 2



Four typical battery units depicted here, with each unit approximately 23' L x 5' W x 8' H.

The proposed facilities will use 15 to 25 units.

Typical Battery System

Figure 3



Central California Facility

Figure 4



Southern California Facility

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING A LAND LEASE WITH HICKORY ENERGY STORAGE, LLC FOR A PORTION OF THE OLD NEWARK WWTP SITE AND A LAND LEASE WITH IRVINGTON ENERGY STORAGE, LLC FOR A PORTION OF THE IRVINGTON PUMP STATION SITE AND DECLARING THE SITES EXEMPT SURPLUS PROPERTY

WHEREAS, the District owns certain real property on which the existing Irvington Pump station is located and the old Newark Treatment plant is located; and

WHEREAS, both sites include areas that are not currently needed for District operations, but that the District is retaining for potential future use (collectively, the "Storage Sites"); and

WHEREAS, Heliovaas has proposed entering into a lease agreement for each site to install battery energy storage systems, which will be installed on concrete pads on the Storage Sites and do not require permanent foundations; and

WHEREAS, the battery facilities would interconnect to the PG&E grid and supply energy and power to energy service providers in the region such as East Bay Community Energy and PG&E, and the District would have the option to use the facilities for back-up power; and

WHEREAS, Heliovaas would create two single-purpose entities to enter into the lease agreements; and

WHEREAS, each proposed lease agreement includes the following terms: (a) during a two-year development period the lessee shall pay USD \$5,200 per year (escalating at CPI annually); (b) if at the end of the development period, the installation is determined not to be feasible then the applicable lease agreement would expire; (c) should the installation be deemed feasible, each lease agreement allows for a term of 20 years with two 5-year option periods; and (d) the lease agreements may be terminated if the District determines the property is necessary for District use in the future; and

WHEREAS, the disposition of the Storage Sites is exempt under the Surplus Lands Act, Government Code Section 54220 *et seq.* ("SLA"), and if not determined exempt, the Board hereby desires to declare the Storage Sites exempt surplus property under the SLA.

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

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

2. The Board hereby finds that approval of the lease agreements is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines 15061(b)(3), in that it can be seen that approval of the agreements will not have an impact on the environment. The lessees will be required to go through a two-year development

period, which will include any permitting review by other agencies and compliance with regulatory requirements. Further, the lease agreements allow for the installation of a series of small structures with no permanent foundations and are minor alterations of the land with no removal of trees and are thus exempt pursuant to CEQA Guidelines sections 15303 and 15304, respectively.

3. The Board hereby declares that the Storage Sites are exempt from the Surplus Lands Act or exempt surplus land and that the use of the Storage Site will further the express purpose of agency work or operations based on the following findings:

a. The proposed lease agreements are not subject to the SLA as they do not allow development of the Storage Sites. The battery storage facilities are not permanent structures but rather are installations on concrete pads on the sites and are removable. Thus, the lease agreements do not constitute “disposition of surplus land” pursuant to Surplus Lands Act Guidelines (“Guidelines”) section 102(h)(1), as they are leases of “land on which no development or demolition will occur.”

b. Further, if the lease agreements would constitute development, the Storage Sites are exempt surplus property as the property is being used for “agency’s use” under Guidelines section 102(d)(2)(A). Union Sanitary District is a “district” under Guidelines section 102(i) as it is a sanitary (sewer) district. Thus, the District can dispose of property for commercial or industrial uses or for revenue generation if the use “[d]irectly further[s] the express purpose of agency work or operations,” which is deemed to be for “agency’s use.” (Guidelines section 102(d)(2)(A).) The use of the Storage Sites for battery storage is consistent with the District’s use and furthers the purpose of District operations. The District will have the option to connect to the battery systems for back-up power. In addition, the battery storage systems will provide overall benefits to the power system, benefitting the District and its ratepayers.

4. The Board hereby authorizes the General Manager to execute a Land Lease with Hickory Energy Storage, LLC, and a Land Lease with Irvington Energy Storage, LLC, in the forms attached to the staff report, with minor revisions that may be approved by the General Manager in consultation with the General Counsel, no earlier than 31 days after the adoption of this resolution.

5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 10th day of January, 2022.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

LAND LEASE

Between

Union Sanitary District, a California Special District

And

Irvington Energy Storage, LLC¹

Dated as of

January 10, 2022

¹ A to be formed California LLC.

Table of Contents

	Page
RECITALS	1
ARTICLE I. PREMISES	1
Section 1.1 General.....	1
ARTICLE II. LEASE TERM	4
Section 2.1 Development Period; Operating Term; Renewal Terms	4
Section 2.2 Termination of Lease	4
ARTICLE III. PAYMENTS AND TAXES	5
Section 3.1 Payments.....	5
Section 3.2 Taxes, Assessments and Utilities	5
ARTICLE IV. LESSEE’S COVENANTS	6
Section 4.1 Mechanics Liens	6
Section 4.2 Permits and Laws	6
Section 4.3 Lessee’s Improvements	6
Section 4.4 Removal of Lessee’s Improvements	7
Section 4.5 Hazardous Materials	7
Section 4.6 Insurance.....	8
Section 4.7 Gates and Fences	10
ARTICLE V. OWNER COVENANTS	10
Section 5.1 Title and Authority	10
Section 5.2 Encumbrances.....	10
Section 5.3 Quiet Enjoyment.....	11
Section 5.4 Exclusivity.....	11
Section 5.5 Hazardous Materials	11
Section 5.6 Mineral Rights and Lateral Support	12
Section 5.7 Operation of the Energy Storage Facilities	12
Section 5.8 Litigation	12
Section 5.8 Cooperation	13
ARTICLE VI. INDEMNIFICATION.....	13
Section 6.1 Indemnification	13

Table of Contents
(continued)

	Page
ARTICLE VII. ASSIGNMENT	13
Section 7.1 Assignment by Lessee	13
Section 7.2 Transfers by Owner	14
Section 7.3 Mortgagee Protection.....	14
Section 7.4 Leasehold Mortgagee’s Right to Possession, to Acquire and to Assign	14
Section 7.5 Notice of Default; Opportunity to Cure	15
Section 7.6 New Lease to Leasehold Mortgagee.....	16
Section 7.7 Leasehold Mortgagee’s Consent to Amendment, Termination or Surrender	17
Section 7.8 No Merger	17
ARTICLE VIII. CONDEMNATION	17
Section 8.1 Effect of Condemnation	17
Section 8.2 Condemnation Proceeds.....	18
ARTICLE IX. DEFAULT/TERMINATION.....	18
Section 9.1 Events of Default.....	18
Section 9.2 Surrender	18
Section 9.3 Specific Performance	19
Section 9.4 Damages.....	19
Section 9.5 Waiver of Jury Trial	19
Section 9.6 Delinquent Payments.....	19
ARTICLE X. MISCELLANEOUS.....	19
Section 10.1 Notice	19
Section 10.2 Relationship of the Parties; No Third Party Beneficiaries.....	20
Section 10.3 Entire Agreement.....	20
Section 10.4 Governing Law	20
Section 10.5 Cooperation	21
Section 10.6 Waiver	21
Section 10.7 Force Majeure	21

Table of Contents
(continued)

	Page
Section 10.8 Confidentiality.....	21
Section 10.9 Severability.....	22
Section 10.10 Counterparts; PDF.....	22
Section 10.11 Memorandum of Lease.....	22

LAND LEASE

This Land Lease ("**Lease**") is made on January 10, 2022 (the "**Effective Date**") between the Union Sanitary District, a public corporation of the State of California ("**Owner**" or "**District**"), and Irvington Energy Storage, LLC², a California limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee may hereafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Owner is the owner of that certain real property located at the USD Irvington Pumps Station Site as generally depicted in Exhibit A1 (the "**Property**"). The Property is being retained by District for potential future use for District's wastewater operations.

B. Lessee desires to lease a portion of the Property for collecting, storing, and transmitting electrical energy and or power, together with any and all activities related thereto ("**energy storage purposes**").

C. Owner desires to lease the Premises, as defined below, pursuant to the terms of this Lease.

Now, therefore, Owner and Lessee agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises.** Owner leases to Lessee, and Lessee leases from Owner, the real property described in Exhibit A2 attached hereto (the "**Premises**") for the sole purposes of (a) evaluating the Premises for energy storage purposes, (b) performing environmental, geotechnical, engineering, and other studies, and obtaining permits from federal, state, local, or other authorities required for the construction and operation of Energy Storage Facilities, as defined below, and (c) constructing, installing, using, replacing, relocating and removing from time to time, maintaining, and operating energy storage equipment; overhead and/or underground electrical transmission and communications lines, electric transformers, and telecommunications equipment to be operated in conjunction with energy storage equipment; roads, fences, and related improvements, facilities, and equipment (collectively, "**Energy Storage Facilities**"), including, without limitation, a line or lines of poles with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, wires and cables on, along and in the Premises, together with the appropriate rights of way. Lessee will have the right to

² Heliovaas will establish a project LLC.

use the Premises for energy storage purposes, subject to the terms of this Lease. For purposes of this Lease, “energy storage purposes” means collecting, storing, and transmitting electrical energy and or power, together with any and all activities related thereto.

The general depiction of the Premises described in Exhibit A1 attached to this Lease on the Effective Date is not a legal description of the Premises. The Owner and Lessee hereby acknowledge and confirm that, notwithstanding any insufficiency in the depiction attached as Exhibit A1, the Parties desire to enter this Lease and to be fully and legally bound by this Lease. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit A1 and both parties will be obligated to perform hereunder based on such depiction of the Premises.

(b) **As-Is Lease.** Except as specifically set forth in this Lease, Lessee shall accept the Premises, in its “AS-IS” condition as of the Effective Date. Owner shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Lessee acknowledges and agrees that Owner has made no representation or warranty regarding the condition of the Premises or its suitability for energy storage purposes, except as specifically set forth in this Lease.

(c) **Access Rights.** The Lease includes the right of Lessee to access the Premises for ingress to and egress from the Energy Storage Facilities by means of any existing roads and lanes, or by such route or routes as Lessee may construct from time to time with District’s prior approvals.

(d) **Transmission Easement.** Owner hereby grants Lessee one or more easements for Transmission Facilities (as defined below) (“**Transmission Easements**”) on, over, under, and across the Premises, on such portions of the Premises as will be notified to Owner by Lessee. Any such Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement will also include the right of ingress to and egress from the Energy Storage Facilities over and along the Premises by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee or Owner may construct from time to time. The term of the Transmission Easements will be the same as the term of this Lease unless terminated by Lessee by written notice to Owner as set forth herein, and will not expire or be terminable by Owner under any circumstances during the Term of the Lease. Any Transmission Easement will run with the Premises and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors, and assigns, and all persons claiming under them during the Term of the Lease. The Transmission Easement shall terminate upon the termination of the Lease. Lessee will may assign its rights hereunder relating to the construction, operation, repair and/or maintenance of Transmission Facilities to any utility or other third party that owns, operates and/or maintains electric transmission or distribution systems or telecommunication systems upon written approval by Owner, which shall not be unreasonably withheld. If approved by Owner, Owner agrees to cooperate to facilitate separate easement agreements with such entities if requested, which easement agreements shall be consistent with the terms of this section 1.1(d). As used in this Lease, the term “**Transmission**

Facilities” means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the collection, transmission and delivery of electrical energy or communication with the Energy Storage Facilities. Transmission Facilities will be deemed to be Energy Storage Facilities.

(e) **Owner’s Retained Rights.** Owner will retain the right to use the Premises to the extent its use is not inconsistent with Lessee’s rights under this Lease.

(f) **Location of Energy Storage Facilities.** Lessee will submit its site development plan including the location of Energy Storage Facilities, access, and Transmission Easement for Owner’s written approval prior to construction of Energy Storage Facilities, roads and electric power lines, which approval shall not be unreasonably withheld or delayed. Owner will provide approval or written reasons for objection(s) to the site development plan within ten (10) business days of Lessee submittal, or such additional period as may be reasonably required by Owner.

(g) **Survey; Release of Unused Premises.** At least thirty (30) days prior to the date of commencement of construction of any Energy Storage Facilities (the “**Construction Commencement Date**”), Lessee, at its expense, will obtain and deliver to Owner a survey and legal description of the Premises, including the location and area of the Energy Storage Facilities, access, and Transmission Easement prepared by a California registered professional land surveyor (the “**Survey**”). Subject to compliance with the requirements of local land use or subdivision laws and regulations, if any, Lessee will terminate this Agreement as to any part of the Premises that are not utilized for the Energy Storage Facilities, access, and Transmission Easements as reasonably determined by Lessee. Lessee shall prepare a revised Exhibit A2 with a metes and bounds description of the Premises subject to this Agreement and Lessee and Owner shall execute an amendment to this Agreement substituting the revised Exhibit A2 prior to the Construction Commencement Date.

(h) **Emergency Power Option.** It is the intent of the Parties to provide Owner the option to interconnect its emergency or back-up power systems to the Energy Storage Facilities to allow the Energy Storage Facilities to supply electricity to Owner during periods of extended grid outages. Owner will be responsible for the costs associated with the design, permitting, and installation of such interconnection and related facilities. Lessee will cooperate and assist the Owner in these activities. If Owner is interested in this option, Owner will notify Lessee in writing, and the Parties will negotiate in good faith a separate interconnection and supply agreement.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Lessee’s rights under this Lease will be in effect throughout the Development Period. The “**Development Period**” commences on the Effective Date of this Lease and will be for a period of 2 years from the Effective Date. Lessee may request an extension

of the Development Period for one (1) additional period of one (1) year. Lessee must deliver a written extension request to Owner prior to the expiration of the initial Development Period for Owner's review and approval. Owner's approval shall not be unreasonably withheld.

(b) **Operating Term.** This Lease will automatically be extended for the Operating Term upon the earlier of: (i) the date when at least one energy storage facility installed on the Premises is a Commercially Operational Energy Storage Facility, as defined below, (the "**Operation Date**"); or (ii) the date when Owner receives written notice from Lessee of Lessee's election to extend the Term for the Operating Term ("**Operating Term Notice Date**"), provided that either the Operation Date or the Operating Term Notice Date occurs prior to the expiration of the Development Period. The Operating Term of this Lease ("**Operating Term**") will be for a period of twenty (20) years from the Operation Date unless terminated earlier in accordance with the terms of this Lease. The Development Period ends at the time the Operating Term begins. "**Commercially Operational Energy Storage Facility**" shall mean any energy storage equipment installed on the Premises that is transmitting electricity or power for sale.

(c) **Renewal Term.** Lessee may request to extend the Operating Term for two (2) additional periods of five (5) years (the "**Renewal Term**"). Lessee must deliver a written extension request to Owner prior to the expiration of the Operating Term or first Renewal Term for Owner's review and approval. Owner's approval shall not be unreasonably withheld. If approved, the terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. The Owner will have the right to renegotiate the rent or payment amount prior to any extensions beyond the original Operating Term of 20 years. If the Parties are unable to agree on the rent or payment amount for a Renewal Term, the Parties will mutually select an independent appraiser to determine the rent or payment amount. The Lessee will be responsible for the cost of the rent appraisal. Lessee will have no right to extend the Term beyond the Renewal Term. If Lessee fails timely to deliver the extension notice, this Lease will terminate at the end of the Operating Term or first Renewal Term, and Lessee will have no further options or rights to renew or extend the Term.

(d) **Entire Term.** The "**Term**" of this Lease will be the Development Period together with, if Lessee exercises the applicable options, the Operating Term and the Renewal Term.

Section 2.2 Termination of Lease

The occurrence of any of the following events will terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or

(d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Lessee's option), in Lessee's sole and absolute discretion; or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VIII; or

(f) In the event due to a legal or regulatory requirement imposed on Owner, Owner reasonably determines that all or a portion of the Premises are required for Owner's ongoing wastewater operations; or

(g) Pursuant to applicable law.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Lessee will pay Owner according to the Payment Terms set forth in Exhibit C. Rent or payments due as set forth in Exhibit C shall increase annually by an amount equal to the Consumer Price Index-San Francisco Area, provided such increase shall be no less than 3.00 percent or greater than 4.25 percent ("CPI").

Section 3.2 Taxes, Assessments and Utilities

(a) **Owner Taxes and Assessments.** Owner is a public agency and not subject to the payment of real property taxes for the Premises as they fall within the District's service area. Owner shall pay any assessments, and other governmental charges levied against the Premises that shall or may during the term of this Agreement be imposed on, or arise in connection with the Premises itself to the extent that such charges would have been incurred by Owner had this Agreement not been made.

(b) **Lessee Taxes and Assessments.** Lessee will pay all personal property taxes, assessments and other governmental charges levied against the Energy Storage Facilities and all possessory interest taxes, assessments and governmental charges associated with the lease of the Premises when due.

(c) **Tax Contest.** Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Lessee Utilities.** Lessee will pay for all water, electric, telecommunications and any other utility services used by the Energy Storage Facilities or Lessee on the Premises.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Lessee will keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Energy Storage Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Lessee of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Lessee and its designees, at their sole cost and expense will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and will obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Owner agrees to cooperate with Lessee with respect to obtaining any required zoning or other governmental approvals or permits or utility interconnection agreements for the Premises and Lessee's facilities, including providing signatures where necessary on Lessee's governmental permit applications or utility interconnection applications. Lessee acknowledges, however, that Owner is not a permitting entity and shall not be responsible for obtaining or maintaining any necessary governmental approvals on behalf of Lessee.

Section 4.3 Lessee's Improvements

All Energy Storage Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease will be and remain the sole property of Lessee, Owner will have no ownership or other interest in or maintenance responsibilities for any Energy Storage Facilities on the Premises. The Energy Storage Facilities are and will remain personal property of the Lessee, notwithstanding any present or future common ownership of the Energy Storage Facilities and the Premises. Throughout the Term, Lessee will, at its sole cost and expense, maintain Lessee's Energy Storage Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Energy Storage Facilities, Lessee will remove any construction debris and will restore the portions of the Premises not occupied by the Energy Storage Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Energy Storage Facilities. All Energy Storage Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time.

Section 4.4 Removal of Lessee's Improvements

(a) **Lessee Will Remove Energy Storage Facilities.** At the end of the Term, including upon any early termination of the Lease, Lessee will remove all its Energy Storage Facilities, including any foundations, to a depth of three (3) feet below grade, and the Premises disturbed by Lessee shall be restored to a condition similar to the condition immediately prior to commencement of construction, within six (6) months from the date the Term expires or the Lease terminates. Owner grants Lessee a license for such removal, which license will survive for six (6) months after the expiration or termination of this Lease. The "**Removal Date**" shall mean the date on which all Energy Storage Facilities installed on the Premises pursuant to this Lease are physically removed therefrom.

(b) **Decommissioning Bond.** Prior to the Construction Commencement Date, Lessee shall furnish and deliver to Owner with a Decommissioning Bond, in a form approved by Owner, issued by a surety company duly and regularly authorized to do general surety business in the State of California (the "**Decommissioning Bond**"). The amount of the Decommissioning Bond shall be based on the written estimate of a civil engineering or construction firm with the relevant expertise selected by Lessee and reasonably acceptable to Owner. The Decommissioning Bond shall be conditioned upon the faithful performance of this Agreement with respect to the removal of the Energy Storage Facilities, as set forth in Section 4.4(a) above, and shall be released by the District upon the removal of the Energy Storage Facilities in compliance with Section 4.4(a) or Lessee's payment of Owner's costs to remove the Energy Storage Facilities in the event Owner exercises such option.

(c) **Owner's Rights Upon Failure by Lessee.** If Lessee fails to remove any of the Energy Storage Facilities within the required time period, such Energy Storage Facilities will be considered abandoned by Lessee and Owner has the following options, which may be exercised in Owner's sole and absolute discretion: (i) Owner may remove these Energy Storage Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; (ii) Owner may call the Decommissioning Bond; or (iii) Owner may take possession and control of the Energy Storage Facilities. In the event that Owner removes such Energy Storage Facilities at Owner's expense, Lessee will reimburse Owner for all costs of removing those Energy Storage Facilities as required by the Lease, within thirty (30) days after receipt of an invoice from Owner.

Section 4.5 Hazardous Materials

Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations ("**Hazardous Materials**"), on or under the Premises. Lessee shall defend, hold harmless and indemnify Owner against any such breach of its obligation under this Section 4.5 that is caused by Lessee or Lessee's agents or contractors, or otherwise directly results from Lessee's use of the Premises and is not due to Owner's or Owner's agent's, contractor's, employee's or invitee's actions or omissions. Lessee shall promptly notify Owner of any such

violation and shall promptly take all actions, at its sole expense, as are necessary to clean up the Premises to the extent that an applicable governmental agency requires such clean up (but in no case more than that required by the applicable government agency in order for the Premises to be used for purposes consistent with the use of the Premises immediately prior to the Effective Date). This provision shall survive termination of this Agreement. Notwithstanding the foregoing, Lessee shall have no liability or responsibility with respect to those matters that are Owner's responsibility pursuant to Section 5.5 below.

Section 4.6 Insurance

(a) During the Development Period, Lessee shall at all times maintain the following insurance policies that cover all obligations under this Lease with insurers having an A.M. Bests' rating of no less than A:VII or provide evidence of self-insurance acceptable to District, unless otherwise approved by District's General Manager in writing:

(i) Commercial general liability coverage for damage or injury in the amount of One Million Dollars (\$1,000,000) single limit bodily injury and property damage liability per occurrence, for the operations of Lessee under this Lease, with a general aggregate limit of no less than Two Million Dollars (\$2,000,000). This liability insurance shall include personal and advertising injury and contractual liability.

(ii) Automobile liability coverage for it and its staff, if applicable, to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(iii) Property insurance for District's facilities against loss or damage in the amount of 100% of the replacement cost.

(iv) Workers' Compensation Insurance, if applicable, as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. The insurer shall waive all rights of subrogation against District, its officers, volunteers and employees.

(b) Beginning on the Construction Commencement Date and continuing through the Operating Term and Renewal Term, Lessee shall at all times maintain the following insurance policies that cover all obligations under this Lease with insurers having an A.M. Bests' rating of no less than A:VII or provide evidence of self-insurance acceptable to District, unless otherwise approved by District's General Manager in writing:

(i) Commercial general liability coverage for damage or injury in the amount of Five Million Dollars (\$5,000,000) single limit bodily injury and property damage liability per occurrence, for the operations of Lessee under this Lease, with a general aggregate limit of no less than Ten Million Dollars (\$10,000,000). This liability insurance shall include personal and advertising injury and contractual liability.

(ii) Automobile liability coverage for it and its staff, if applicable, to an amount not less than Five Million Dollars (\$5,000,000)³ combined single limit per accident for bodily injury and property damage.

(iii) Property insurance for District's facilities against loss or damage in the amount of 100% of the replacement cost.

(iv) Workers' Compensation Insurance, if applicable, as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. The insurer shall waive all rights of subrogation against District, its officers, volunteers and employees.

(c) The Union Sanitary District and its officers, volunteers and employees shall be named as additional insureds under the commercial general liability, automobile liability and property insurance policies.

(d) Each policy or certificate of insurance acquired pursuant to this section shall provide that the policy shall be considered primary insurance as respects any other valid and collectible insurance the District may possess, including any self-insured retention the District may have, and any other insurance the District does possess shall not contribute with it.

(e) Each policy or certificate of insurance shall also provide that the insurer will not cancel, terminate or modify the insured's coverage without 30 days prior written notice to District.

(f) Lessee shall provide to District all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with District concurrently with the Effective Date. District reserves the right to require complete, certified copies of all required insurance policies at any time.

(g) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, officials, employees, or volunteers.

(h) Lessee shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Lease, including but not limited to naming additional insureds.

(i) Lessee's insurance shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

Section 4.7 Gates and Fences

³ USD to provide the correct amount.

If necessary and as mutually agreed by the Parties, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part. Any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence, to the satisfaction of District. During construction or operation of the Energy Storage Facilities, Lessee will close any gates used by its personnel except when open to permit the passage of vehicular traffic. If Owner maintains locks on exterior gates, Owner will provide Lessee with keys or with the combinations to such locks. Upon the termination of this Lease, any gates installed by Lessee will become the property of Owner. Any fence cuts, gates or other openings that were not otherwise in existence prior to this Lease shall be restored to the prior condition pursuant to Section 4.4 of this Lease.

ARTICLE V. Owner Covenants and Title Review

Section 5.1 Title and Authority

Owner covenants, represents and warrants to Lessee that, except to the extent otherwise stated in this Lease, Owner is the sole owner of the Premises in fee simple and each person signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

Section 5.2 Encumbrances

(a) Lessee shall obtain a title report to determine whether there are any liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions (collectively, “**Encumbrances**”) to Owner’s fee title ownership of the Premises or to Owner’s right, title or interest in the Premises.

(b) Owner will cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity that holds an Encumbrance to Owner’s fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease.

(c) Owner may encumber the Premises with any Encumbrance that does not adversely impact Lessee’s rights under the Lease.

(d) In the event any undisclosed or new Encumbrance appears or is discovered pertaining to the Premises that adversely impacts Lessee’s rights under the Lease, Owner shall, at its sole expense, cause the same to be removed within thirty (30) days, or such reasonable time as may be required, after request by Lessee and, if Owner fails to do so, Lessee may, but shall not be required to, take any and all actions and make such payments as necessary to cause such Encumbrance to be removed and Owner shall immediately repay Lessee the costs thereof.

To the extent such amount is not immediately repaid, such amount may be offset by Lessee against amounts owed to Owner under this Lease.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in Breach of this Lease, Lessee will have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Owner or any person claiming through Owner. Owner and its activities on the Premises and any grant of rights Owner makes to any other person will be only as permitted under this Lease and will not interfere with any of Lessee's rights or activities pursuant to this Lease, and Owner will not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease.

Section 5.4 Exclusivity

Lessee will have the sole and exclusive rights to install and operate Energy Storage Facilities on the Premises. In no event during the Term will Owner construct, build or locate or allow others to construct, build or locate any energy storage facility or similar project on the Premises.

Section 5.5 Hazardous Materials

Owner represents and warrants that, to the best of Owner's knowledge without independent research, there are no existing violations of federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of Hazardous Materials on or under the Premises. Owner shall defend, hold harmless and indemnify Lessee against any damage, loss, liability, cost or expense (including without limitation, reasonable attorneys' fees and consultants' fees) of any suit, cause of action, liability, cost or expense, including, without limitation, actions under state or federal law or regulations for remediation, with respect to or arising from Hazardous Materials stored or found on or beneath the Premises for which Owner is responsible. Owner shall promptly notify the Lessee of any such violation. If Owner fails to promptly take any actions with respect to Hazardous Materials (including, without limitation, remediation thereof) for which Owner is responsible and if Lessee believes that such action should be taken so as to avoid or minimize the possibility of having such Hazardous Materials (a) interfere with Lessee's activities relating to the Premises, (b) result in liability to Lessee, or (c) otherwise adversely affect Lessee, then Lessee shall have the right (but not the obligation) to take such action, in which event Owner shall immediately upon demand repay Lessee any and all costs thereof. To the extent such amount is not immediately repaid, such amount may be offset by Lessee against amounts owed to Owner under this Lease. This provision shall survive termination of the Lease.

Section 5.6 Mineral Rights and Lateral Support

(a) “**Subsurface Interests**” include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) This Lease will not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Premises, provided that any future leasing, development or transfer of the Subsurface Interests will be subject to this Lease. Owner will notify Lessee as soon as Owner knows of Subsurface Interest exploration or production plans. Owner will cooperate with Lessee in the exercise of Owner’s Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, Owner agrees to cooperate with Lessee’s efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises, and does not lease the Subsurface Interests relating to Premises, Lessee will have and exercise the right of subjacent and lateral support for the Energy Storage Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Energy Storage Facilities. Owner expressly covenants that Owner will not excavate so near the sides of or underneath the Energy Storage Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns will be entitled to use, or authorize the use of, any portion of the surface of the Premises located within three hundred (300) feet of any existing or proposed Energy Storage Facility or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Premises that would unreasonably interfere with the use by Lessee of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Lessee, which consent will not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any activities within the areas described in this Section 5.6 and will not otherwise interfere with Lessee’s rights under the Agreement.

Section 5.7 Operation of the Energy Storage Facilities

Owner covenants and agrees that the Owner will not assert that the Energy Storage Facilities constitute a nuisance.

Section 5.8 Litigation

Owner represents and warrants that no litigation is pending as of the Effective Date regarding the Premises, and, to the best of Owner’s knowledge, without independent research, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises. If Owner learns that any such

litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Lessee.

Section 5.9 Cooperation

(a) Owner shall cooperate and assist in the Lessee's efforts to obtain and maintain permits, approvals, and interconnection agreements from governmental agencies and utilities required for the construction and operation of the Energy Storage Facilities, including executing any applications or other instruments required to be executed by the owner of the Premises. Lessee shall be responsible for costs and fees associated with such permits, approvals, and agreements.

(b) Owner shall cooperate with Lessee's financing of the construction of the Energy Storage Facilities and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or other financing parties from time to time.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, successors, assigns, mortgagees, employees, representatives, and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Assignment by Lessee

Lessee shall not assign this Lease, nor any interest therein, and shall not sublet or encumber the Premises or any part thereof, nor any right or privilege appurtenant thereto, nor allow or permit any other person(s) to occupy or use the Premises, or any portion thereof, without the prior written consent of Owner, which shall not be unreasonably withheld or denied, except for a transfer or assignment to any corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee ("**Lessee Affiliate**") Any assignment to a Lessee Affiliate or to an assignee approved by Owner shall be documented by an assignment agreement, in a form approved by Owner in its reasonable discretion. This Lease

shall be binding upon any approved or permitted assignee or successor of Lessee. Consent by Owner to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. No assignment, subletting, or encumbrance by Lessee shall release it from or in any way alter any of Lessee's obligations under this Lease except as may be set forth in an assignment agreement. Any assignment, subletting, encumbrances, occupation or use contrary to the provisions of this Lease shall be void and shall constitute breach of this Lease. Lessee shall have the right, without Owner's consent, to mortgage and otherwise encumber Lessee's interests under this Lease to secure a loan or other financing for the development and/or construction of the improvements to the Premises and/or the conversion, replacement or refinancing of such a loan and/or the conversion, replacement and/or refinancing of any subsequent loan.

Section 7.2 Transfers by Owner

Owner reserves all rights of ownership of the Premises, insofar as said ownership, including use and occupancy, does not impair or interfere with the rights granted to Lessee under this Lease. Owner shall have full right and authority to sell, convey, lease, assign, mortgage, encumber, grant easements, or transfer to one or more transferees, any or all right or interest in the Property (subject to the provisions of Section 5.2), which may include Owner's right to payment under this Lease, so long as such transfers and conveyances do not impair or interfere with Lessee's rights under this Lease. Owner shall notify Lessee in writing prior to any such conveyance.

Section 7.3 Mortgagee Protection

In the event that any mortgage, deed of trust or other security interest in this Lease or in any Energy Storage Facilities is entered into by Lessee or any assignee (a "**Leasehold Mortgage**"), then any person who is the mortgagee of a Leasehold Mortgage (a "**Leasehold Mortgagee**") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article VII. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee. Owner shall deliver any and all notices given to Lessee hereunder simultaneously to any Leasehold Mortgagee at the address of such Leasehold Mortgagee provided to Owner. No such notice shall be effective as to such Leasehold Mortgagee unless such delivery has occurred.

Section 7.4 Leasehold Mortgagee's Right to Possession, to Acquire and to Assign

A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold and easement estate granted herein by any lawful means; (c) to take possession of and operate the Energy Storage Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold and easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and easement estate to a third party. Owner's consent shall not be required for the

acquisition of the encumbered leasehold and easement or leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

Section 7.5 Notice of Default; Opportunity to Cure

As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such a written notice of default, the following provisions shall apply:

(a) A “**Monetary Default**” means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of Lessee under this Agreement. Any other event of default is a “**Non-monetary Default.**”

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to the Leasehold Mortgagee to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, sixty (60) additional days; provided that such 60-day period shall be extended for a Non-monetary Default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such Non-monetary Default by obtaining possession of Lessee’s leasehold interest in the Premises (including possession by a receiver) or by instituting and consummating foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner will be notified in writing prior to substitution of Leasehold Mortgagee for Lessee, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Lease prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee’s delay in curing a non-monetary default causes injury to Owner, Owner shall have the right to reimbursement from the Lessee or the appropriate party for all actual costs thereof. Notwithstanding anything to the contrary contained above, until such Leasehold Mortgagee obtains the interests of Lessee in this Lease (whether pursuant to foreclosure of the Leasehold Mortgage or otherwise), no Leasehold Mortgagee shall have the obligation to cure any default of Lessee (except as provided in subparagraph (c). below) and no Leasehold Mortgagee shall be deemed an assignee or transferee of this Lease so as to require that such Leasehold Mortgagee assume the performance of any of the covenants or agreements on the part of Lessee to be performed hereunder.

(c) During any period of possession of the leasehold interest in the Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the payments and all other monetary charges payable by Lessee hereunder (all as set forth in Exhibit C) which have accrued and are unpaid at the

commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold interest by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold interest shall, as promptly as possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Lessee by this Lease so long as such Leasehold Mortgagee or other party is in possession of the leasehold interest in the Premises.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement as long as the Leasehold Mortgagee, in accordance with the terms of this Lease, performs all material obligations of Lessee under the terms of this Lease.

(f) Nothing herein shall be construed to extend this Lease beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

Section 7.6 New Lease to Leasehold Mortgagee

If this Lease terminates because of Lessee's default or if the Leasehold Mortgage is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, a Leasehold Mortgagee may make a written request within ninety (90) days after such event for Owner approval and execution, which shall not be unreasonably withheld, delayed, or denied, of a new lease (the "**New Lease**") for the Premises, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Lease, subject to the same terms and conditions set forth in this Lease, as if this Lease had not been terminated.

(b) The New Lease shall be considered within sixty (60) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Lease up to the date of execution of the New Lease, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed; and (ii) performs all other obligations of Lessee under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within one hundred twenty (120) days of the termination, foreclosure, rejection, or disaffirmance. Any New Lease granted to the

Leasehold Mortgagee shall enjoy the same priority as this Lease over any Encumbrance or other interest created by Owner.

(c) The provisions of this Section 7.6 shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Premises without hindrance by Owner or any person claiming by, through or under Owner, provided that the Leasehold Mortgagee complies with all of the conditions for a New Lease as set forth herein.

Section 7.7 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender

Notwithstanding any provision of this Lease to the contrary, the Owner and Lessee agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended and Owner shall not accept a surrender of the Premises or any part thereof or a cancellation, termination or release of this Lease from Lessee prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee which will not be unreasonably withheld or denied.

Section 7.8 No Merger

There shall be no merger of this Lease, or of the leasehold interest created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including Leasehold Mortgagee) having an interest in this Lease or in the estate of Owner and/or Lessee shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE VIII. Condemnation

Section 8.1 Effect of Condemnation

In the event either (i) title or possession of all or any part of the Premises is taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority ("**Condemning Authority**") having the power of eminent domain, or (ii) is sold to a Condemning Authority under threat of the exercise of that power, or (iii) should a partial taking render the Premises unsuitable for Lessee's use in Lessee's sole judgment, then Lessee may, at its sole option, either (i) negotiate with Owner to amend this Lease to reflect any necessary relocation of the Energy Storage Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or (ii) terminate this Lease upon notice to Owner.

Section 8.2 Condemnation Proceeds

(a) All payments made by a condemnor on account of a taking by eminent domain will be the property of the Owner, except that Lessee will be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Energy Storage Facilities or the loss of any such Energy Storage Facilities or the use of the Premises pursuant to the Lease. Lessee will have the right to participate in any condemnation proceedings to this extent.

(b) All payments made on account of any taking by a Condemning Authority may be made to Owner, except that Owner shall request that such Condemning Authority make payment directly to Lessee as compensation for the reasonable removal and relocation costs of any of the Energy Storage Facilities, and for the loss and damage to any such property that Lessee elects or is required not to remove, and for the loss of use of the Premises by Lessee (including, without limitation, the leasehold value of this Lease and the loss of business), provided that if such Condemning Authority makes all payments to Owner, Owner shall forthwith make payment to Lessee of the award to which it is entitled. It is agreed that Lessee shall have the right to participate in any settlement proceedings and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, delayed, or denied.

ARTICLE IX. Default

Section 9.1 Events of Default

Each of the following will constitute a “**Breach**” that will permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Owner; or

(ii) any other breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

If applicable, Owner is required to provide any notice of default or Breach to the Leasehold Mortgagee in accordance with Section 7.5, and the provisions of Section 7.5 shall apply.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee will peaceably surrender the Premises to Owner and remove all Energy Storage Facilities from the Premises at Lessee's expense within six (6) months from the date the Lease expires or is terminated, as set forth in Section 4.4.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Owner agrees that Lessee will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

Section 9.4 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF OWNER AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

Section 9.5 Waiver of Jury Trial

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR SUCH AGREEMENTS. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL -HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.6 Delinquent Payments

If Lessee fails to pay Owner any sum to be paid by Lessee hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and

will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Owner: Union Sanitary District
 Attn: General Manager
 5072 Benson Rd.
 Union City, CA 94587

To Lessee: Irvington Energy Storage, LLC
 Attn: President
 100 Pine Street, Suite 1250
 San Francisco, CA, 94111

Section 10.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Lessee will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Owner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties.

Section 10.4 Governing Law

This Lease is made in and will be governed by the laws of the State of California, and the venue for any dispute will be Alameda County, California. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each Party, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Owner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner, in its reasonable discretion, will execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Owner hereunder, Lessee will offset the amount of such overpayments to Owner against future payments due to Owner from Lessee hereunder.

Section 10.7 Force Majeure

If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, pandemic or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the party claiming Force Majeure.

Section 10.8 Confidentiality

Any information provided by Lessee to District (whether in written, graphic, electronic or any other form) that is clearly marked as "CONFIDENTIAL / PROPRIETARY INFORMATION" (collectively, "**Confidential Information**") shall be subject to the provisions of this Section; provided, however, that if Lessee inadvertently fails to so mark the information but subsequently notifies District of the information's confidential nature, then thereafter District shall treat such information as Confidential Information for purposes of this Agreement. Subject to the terms of this Section, District shall use good faith and diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public

Records Act (Government Code Section 6253 et seq.) or other applicable local, state or federal disclosure laws (collectively, “**Public Disclosure Laws**”). Notwithstanding the preceding sentence, District may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder. Lessee acknowledges that District has not made any representations or warranties that any Confidential Information District receives from Lessee will be exempt from disclosure under any Public Disclosure Laws. In the event District’s legal counsel determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, District shall promptly notify Lessee in writing of District’s intention to release the Confidential Information so that Lessee has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure. If the District’s legal counsel, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, District may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

Section 10.9 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

Section 10.10 Counterparts; PDF

This Lease may be executed in two or more counterparts and may be executed in PDF, all of which will be considered one and the same agreement and each of which will be deemed an original. A PDF or electronic copy of a Party’s signature on this Lease shall constitute an original and be binding on both Parties when assembled into a fully executed agreement.

Section 10.11 Memorandum of Lease

Owner and Lessee will execute in recordable form and Owner will then record a memorandum of this Lease in the form attached hereto as Exhibit B. Owner hereby consents to the recordation of the interest in the Premises of a permitted assignee, in accordance with Section 7.1.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 10th day of January 2022.

OWNER

Union Sanitary District, a California special district

By: _____
Paul R. Eldredge, P.E., General Manager

LESSEE

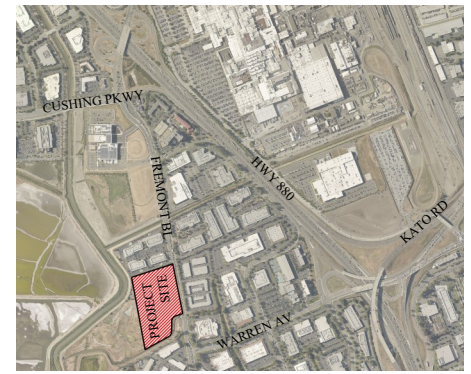
Irvington Energy Storage, LLC,
a California limited liability company

By: _____

Its: _____

EXHIBIT A1

IRVINGTON PUMP STATION SITE



VICINITY MAP

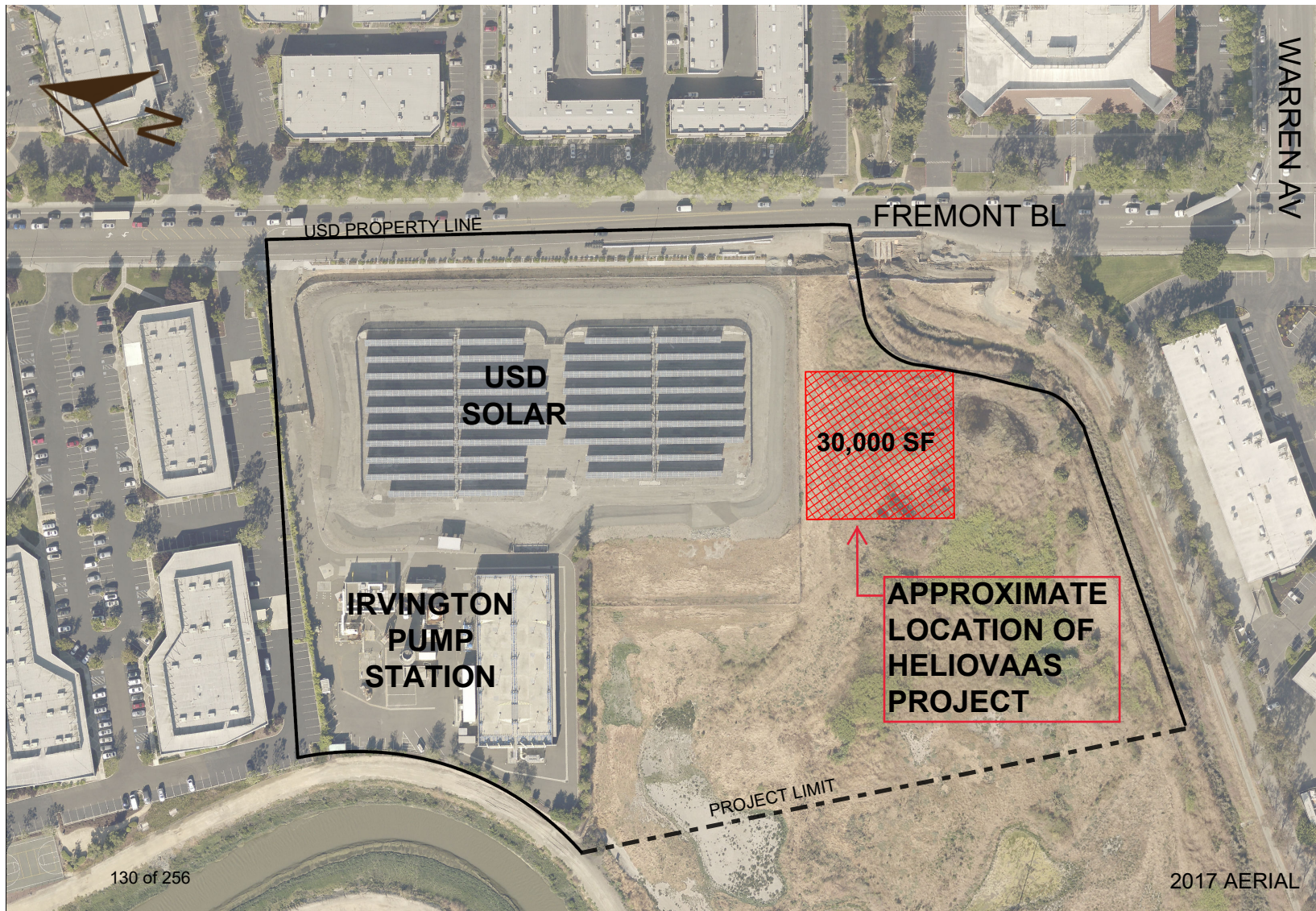


EXHIBIT B

FORM OF MEMORANDUM OF LEASE

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

Union Sanitary District
5072 Benson Road
Union City, Ca 94587
Attention: Regina McEvoy

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LAND LEASE ("**Memorandum of Lease**") is entered into this 10th day of January 2022 by and between Union Sanitary District, a public corporation of the State of California (hereinafter "**Owner**"), and Irvington Energy Storage, LLC, a California limited liability company, and its successors and assigns (hereinafter "**Lessee**").

RECITALS:

A. Owner and Lessee have entered into a certain Land Lease dated January 10, 2022 (the "**Lease Agreement**"), whereby Owner has agreed to lease to Lessee certain real property, together with access and transmission easement rights across said premises, in the County of Alameda, State of California, and being more particularly described in Schedule A attached hereto and made a part hereof (the "**Premises**").

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Lessee have entered into the Lease Agreement dated January 10, 2022 (the "**Effective Date**"), to lease and demise the Premises for energy storage purposes-and to grant access and transmission easements. Pursuant to the Lease Agreement, Lessee has the right to use the Premises for energy storage purposes, together with certain related access and transmission easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Energy storage purposes means collecting, storing, and transmitting electrical energy, together with any and all activities related thereto.

2. The initial term of the Lease Agreement commences on the Effective Date and will be for a period of 2 years from the Effective Date (the “**Development Period**”), which may be extended for a period of one (1) year by Lessee upon written notice to Owner. The Lease Agreement will automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date when at least one energy storage facility installed on the Premises is a Commercially Operational Energy Storage Facility, as defined therein (“**Operation Date**”); or (ii) date when Owner receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Operating Term (“**Operating Term Notice Date**”). The Operating Term of the Lease Agreement (“**Operating Term**”) is twenty (20) years from the Operation Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Operating Term for two (2) additional periods of five (5) years upon written notice to Owner.

3. Owner will have no ownership and other interest in any energy storage facilities installed on the Premises by Lessee, unless Lessee fails to remove such facilities within six (6) months of termination of the Lease Agreement, and Lessee may remove any or all energy storage facilities at any time.

4. The Lease Agreement and the easement and rights granted Lessee therein will burden the Premises and will run with the land. The Lease Agreement will inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer allowed under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement will control.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 10th day of January 2022.

OWNER

STATE OF CALIFORNIA

ss.

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before this __ day of _____,
_____, by Union Sanitary District, a public corporation of the State of California

Notary Public

LESSEE

Irvington Energy Storage, LLC,
a California limited liability company

By: _____

Its: _____

STATE OF CALIFORNIA

ss.

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before this ____ day of _____,
_____, by _____, the _____ of Irvington Energy Storage,
LLC, a California limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT C

PAYMENT TERMS

Payment	Description of Payment	Timing of Payment
Development Period Rent	Beginning on the Effective Date, Lessee shall pay to Owner annual rent in the amount of \$5,200 for the Development Period, which rent shall increase annually by an amount equal to CPI, as described in Section 3.1.	The first payment of Development Period Rent shall be due on the Effective Date; thereafter, the Development Period Rent shall be paid in advance on the anniversary of the Effective Date until the Operation Date or the termination of this Lease. If the period between the Effective Date or anniversary thereof and the Operation Date is less than a year, the Development Period Rent shall be prorated based on the actual number of days elapsed and the balance of the annual payment shall be applied as a credit to the Construction and Operating Period Rent payment(s).
Construction and Operating Period Rent	Beginning on the Construction Commencement Date and ending on the Removal Date, Lessee shall pay to Owner annual rent in the amount of \$3.50 per square foot of the fenced-in area occupied by the Energy Storage Facilities on the Premises, not including the area for access roads and transmission line corridor, as determined by the Survey, which rent shall increase annually by an amount equal to CPI, as described in Section 3.1.	The first year's payment of Construction and Operating Period Rent shall be due on the Construction Commencement Date; thereafter the Construction and Operating Period Rent shall be paid in advance on the anniversary of the Construction Commencement Date until the Removal Date. Any rent payments in the final year shall be prorated based on the actual number of days from the anniversary of the Construction Commencement Date to the Removal Date in such year, and the Owner shall pay the Lessee the difference between the annual rent payment received and the prorated amount within thirty (30) days of the Removal Date.

Transmission Easement Consideration	<p>Lessee shall pay to Owner a one-time “Transmission Easement Payment” in the amount of \$1.00 per square foot of the total area occupied by the Transmission Easement on the Premises, as determined by the Survey.</p>	<p>The Transmission Easement Payment shall be due on the Construction Commencement Date.</p>
Construction Staging Area Rent	<p>During the initial construction of the Energy Storage Facilities, Lessee shall pay “Construction Staging Area Rent” to Owner equal to \$0.26 per square foot per month for any portion of the Premises that Lessee uses for temporary storage, lay down, staging and batch-plant areas as designated on and determined by the Survey (collectively, the “Construction Staging Areas”), which rent shall increase annually by an amount equal to CPI, as described in Section 3.1; provided, however, that Lessee shall not be required to pay Construction Staging Area Rent for any Construction Staging Area to be occupied by the Energy Storage Facilities or the Transmission Easement.</p>	<p>The first Construction Staging Area Rent shall be payable within thirty (30) days of the Construction Commencement Date. Any Construction Staging Area Rent for less than a full month period shall be prorated based on the actual number of days that Lessee used the Construction Staging Areas in the applicable period.</p>

LAND LEASE

Between

Union Sanitary District, a California Special District

And

Hickory Energy Storage, LLC¹

Dated as of

January 10, 2022

¹ A to be formed California LLC.

Table of Contents

	Page
RECITALS	1
ARTICLE I. PREMISES	1
Section 1.1 General.....	1
ARTICLE II. LEASE TERM	4
Section 2.1 Development Period; Operating Term; Renewal Terms	4
Section 2.2 Termination of Lease	4
ARTICLE III. PAYMENTS AND TAXES	5
Section 3.1 Payments.....	5
Section 3.2 Taxes, Assessments and Utilities	5
ARTICLE IV. LESSEE’S COVENANTS	6
Section 4.1 Mechanics Liens	6
Section 4.2 Permits and Laws	6
Section 4.3 Lessee’s Improvements	6
Section 4.4 Removal of Lessee’s Improvements	7
Section 4.5 Hazardous Materials	7
Section 4.6 Insurance.....	8
Section 4.7 Gates and Fences	10
ARTICLE V. OWNER COVENANTS	10
Section 5.1 Title and Authority	10
Section 5.2 Encumbrances.....	10
Section 5.3 Quiet Enjoyment.....	11
Section 5.4 Exclusivity.....	11
Section 5.5 Hazardous Materials	11
Section 5.6 Mineral Rights and Lateral Support	12
Section 5.7 Operation of the Energy Storage Facilities	12
Section 5.8 Litigation	12
Section 5.8 Cooperation	13
ARTICLE VI. INDEMNIFICATION.....	13
Section 6.1 Indemnification	13

Table of Contents
(continued)

	Page
ARTICLE VII. ASSIGNMENT	13
Section 7.1 Assignment by Lessee	13
Section 7.2 Transfers by Owner	14
Section 7.3 Mortgagee Protection.....	14
Section 7.4 Leasehold Mortgagee’s Right to Possession, to Acquire and to Assign	14
Section 7.5 Notice of Default; Opportunity to Cure	15
Section 7.6 New Lease to Leasehold Mortgagee.....	16
Section 7.7 Leasehold Mortgagee’s Consent to Amendment, Termination or Surrender	17
Section 7.8 No Merger	17
ARTICLE VIII. CONDEMNATION	17
Section 8.1 Effect of Condemnation	17
Section 8.2 Condemnation Proceeds.....	18
ARTICLE IX. DEFAULT/TERMINATION.....	18
Section 9.1 Events of Default.....	18
Section 9.2 Surrender	18
Section 9.3 Specific Performance	19
Section 9.4 Damages.....	19
Section 9.5 Waiver of Jury Trial	19
Section 9.6 Delinquent Payments.....	19
ARTICLE X. MISCELLANEOUS.....	19
Section 10.1 Notice	19
Section 10.2 Relationship of the Parties; No Third Party Beneficiaries.....	20
Section 10.3 Entire Agreement.....	20
Section 10.4 Governing Law	20
Section 10.5 Cooperation	21
Section 10.6 Waiver	21
Section 10.7 Force Majeure	21

Table of Contents
(continued)

	Page
Section 10.8 Confidentiality.....	21
Section 10.9 Severability.....	22
Section 10.10 Counterparts; PDF.....	22
Section 10.11 Memorandum of Lease.....	22

LAND LEASE

This Land Lease ("**Lease**") is made on January 10, 2022 (the "**Effective Date**") between the Union Sanitary District, a public corporation of the State of California ("**Owner**" or "**District**"), and Hickory Energy Storage, LLC², a California limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee may hereafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Owner is the owner of that certain real property located at the USD Old Newark WWTP property, as generally depicted in Exhibit A1 (the "**Property**"). The Property is being retained by District for potential future use for District's wastewater operations.

B. Lessee desires to lease a portion of the Property for collecting, storing, and transmitting electrical energy and or power, together with any and all activities related thereto ("**energy storage purposes**").

C. Owner desires to lease the Premises, as defined below, pursuant to the terms of this Lease.

Now, therefore, Owner and Lessee agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises.** Owner leases to Lessee, and Lessee leases from Owner, the real property described in Exhibit A2 attached hereto (the "**Premises**") for the sole purposes of (a) evaluating the Premises for energy storage purposes, (b) performing environmental, geotechnical, engineering, and other studies, and obtaining permits from federal, state, local, or other authorities required for the construction and operation of Energy Storage Facilities, as defined below, and (c) constructing, installing, using, replacing, relocating and removing from time to time, maintaining, and operating energy storage equipment; overhead and/or underground electrical transmission and communications lines, electric transformers, and telecommunications equipment to be operated in conjunction with energy storage equipment; roads, fences, and related improvements, facilities, and equipment (collectively, "**Energy Storage Facilities**"), including, without limitation, a line or lines of poles with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, wires and cables on, along and in the Premises, together with the appropriate rights of way. Lessee will have the right to

² Heliovaas will establish a project LLC.

use the Premises for energy storage purposes, subject to the terms of this Lease. For purposes of this Lease, “energy storage purposes” means collecting, storing, and transmitting electrical energy and or power, together with any and all activities related thereto.

The general depiction of the Premises described in Exhibit A1 attached to this Lease on the Effective Date is not a legal description of the Premises. The Owner and Lessee hereby acknowledge and confirm that, notwithstanding any insufficiency in the depiction attached as Exhibit A1, the Parties desire to enter this Lease and to be fully and legally bound by this Lease. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit A1 and both parties will be obligated to perform hereunder based on such depiction of the Premises.

(b) **As-Is Lease.** Except as specifically set forth in this Lease, Lessee shall accept the Premises, in its “AS-IS” condition as of the Effective Date. Owner shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Lessee acknowledges and agrees that Owner has made no representation or warranty regarding the condition of the Premises or its suitability for energy storage purposes, except as specifically set forth in this Lease.

(c) **Access Rights.** The Lease includes the right of Lessee to access the Premises for ingress to and egress from the Energy Storage Facilities by means of any existing roads and lanes, or by such route or routes as Lessee may construct from time to time with District’s prior approvals.

(d) **Transmission Easement.** Owner hereby grants Lessee one or more easements for Transmission Facilities (as defined below) (“**Transmission Easements**”) on, over, under, and across the Premises, on such portions of the Premises as will be notified to Owner by Lessee. Any such Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement will also include the right of ingress to and egress from the Energy Storage Facilities over and along the Premises by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee or Owner may construct from time to time. The term of the Transmission Easements will be the same as the term of this Lease unless terminated by Lessee by written notice to Owner as set forth herein, and will not expire or be terminable by Owner under any circumstances during the Term of the Lease. Any Transmission Easement will run with the Premises and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors, and assigns, and all persons claiming under them during the Term of the Lease. The Transmission Easement shall terminate upon the termination of the Lease. Lessee will may assign its rights hereunder relating to the construction, operation, repair and/or maintenance of Transmission Facilities to any utility or other third party that owns, operates and/or maintains electric transmission or distribution systems or telecommunication systems upon written approval by Owner, which shall not be unreasonably withheld. If approved by Owner, Owner agrees to cooperate to facilitate separate easement agreements with such entities if requested, which easement agreements shall be consistent with the terms of this section 1.1(d). As used in this Lease, the term “**Transmission**

Facilities” means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the collection, transmission and delivery of electrical energy or communication with the Energy Storage Facilities. Transmission Facilities will be deemed to be Energy Storage Facilities.

(e) **Owner’s Retained Rights.** Owner will retain the right to use the Premises to the extent its use is not inconsistent with Lessee’s rights under this Lease.

(f) **Location of Energy Storage Facilities.** Lessee will submit its site development plan including the location of Energy Storage Facilities, access, and Transmission Easement for Owner’s written approval prior to construction of Energy Storage Facilities, roads and electric power lines, which approval shall not be unreasonably withheld or delayed. Owner will provide approval or written reasons for objection(s) to the site development plan within ten (10) business days of Lessee submittal, or such additional period as may be reasonably required by Owner.

(g) **Survey; Release of Unused Premises.** At least thirty (30) days prior to the date of commencement of construction of any Energy Storage Facilities (the “**Construction Commencement Date**”), Lessee, at its expense, will obtain and deliver to Owner a survey and legal description of the Premises, including the location and area of the Energy Storage Facilities, access, and Transmission Easement prepared by a California registered professional land surveyor (the “**Survey**”). Subject to compliance with the requirements of local land use or subdivision laws and regulations, if any, Lessee will terminate this Agreement as to any part of the Premises that are not utilized for the Energy Storage Facilities, access, and Transmission Easements as reasonably determined by Lessee. Lessee shall prepare a revised Exhibit A2 with a metes and bounds description of the Premises subject to this Agreement and Lessee and Owner shall execute an amendment to this Agreement substituting the revised Exhibit A2 prior to the Construction Commencement Date.

(h) **Increase of Premises.** Lessee may request Owner for an increase to the size and amount of square footage of the Premises, which Owner may consider in its sole and absolute discretion. If the Parties agree to an increase in the Premises, Lessee, at its expense, will obtain and deliver to Owner a survey of the Premises, including the location and area of the Energy Storage Facilities prepared by a California registered professional land surveyor (the “**Survey**”). Subject to compliance with the requirements of local land use or subdivision laws and regulations, if any, and final approval by Owner, Lessee shall prepare a revised Exhibit A2 with a metes and bounds description of the Premises remaining subject to this Lease and Lessee and Owner shall execute an amendment to this Lease substituting the revised Exhibit A as well as recalculating the associated rents and payments per Section 3.1 of this Lease.

(i) **Emergency Power Option.** It is the intent of the Parties to provide Owner the option to interconnect its emergency or back-up power systems to the Energy Storage Facilities to allow the Energy Storage Facilities to supply electricity to Owner during periods of extended

grid outages. Owner will be responsible for the costs associated with the design, permitting, and installation of such interconnection and related facilities. Lessee will cooperate and assist the Owner in these activities. If Owner is interested in this option, Owner will notify Lessee in writing, and the Parties will negotiate in good faith a separate interconnection and supply agreement.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Lessee's rights under this Lease will be in effect throughout the Development Period. The "**Development Period**" commences on the Effective Date of this Lease and will be for a period of 2 years from the Effective Date. Lessee may request an extension of the Development Period for one (1) additional period of one (1) year. Lessee must deliver a written extension request to Owner prior to the expiration of the initial Development Period for Owner's review and approval. Owner's approval shall not be unreasonably withheld.

(b) **Operating Term.** This Lease will automatically be extended for the Operating Term upon the earlier of: (i) the date when at least one energy storage facility installed on the Premises is a Commercially Operational Energy Storage Facility, as defined below, (the "**Operation Date**"); or (ii) the date when Owner receives written notice from Lessee of Lessee's election to extend the Term for the Operating Term ("**Operating Term Notice Date**"), provided that either the Operation Date or the Operating Term Notice Date occurs prior to the expiration of the Development Period. The Operating Term of this Lease ("**Operating Term**") will be for a period of twenty (20) years from the Operation Date unless terminated earlier in accordance with the terms of this Lease. The Development Period ends at the time the Operating Term begins. "**Commercially Operational Energy Storage Facility**" shall mean any energy storage equipment installed on the Premises that is transmitting electricity or power for sale.

(c) **Renewal Term.** Lessee may request to extend the Operating Term for two (2) additional periods of five (5) years (the "**Renewal Term**"). Lessee must deliver a written extension request to Owner prior to the expiration of the Operating Term or first Renewal Term for Owner's review and approval. Owner's approval shall not be unreasonably withheld. If approved, the terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. The Owner will have the right to renegotiate the rent or payment amount prior to any extensions beyond the original Operating Term of 20 years. If the Parties are unable to agree on the rent or payment amount for a Renewal Term, the Parties will mutually select an independent appraiser to determine the rent or payment amount. The Lessee will be responsible for the cost of the rent appraisal. Lessee will have no right to extend the Term beyond the Renewal Term. If Lessee fails timely to deliver the extension notice, this Lease will terminate at the end of the Operating Term or first Renewal Term, and Lessee will have no further options or rights to renew or extend the Term.

(d) **Entire Term.** The "**Term**" of this Lease will be the Development Period together with, if Lessee exercises the applicable options, the Operating Term and the Renewal Term.

Section 2.2 Termination of Lease

The occurrence of any of the following events will terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or
- (d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Lessee's option), in Lessee's sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VIII; or
- (f) In the event due to a legal or regulatory requirement imposed on Owner, Owner reasonably determines that all or a portion of the Premises are required for Owner's ongoing wastewater operations; or
- (g) Pursuant to applicable law.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Lessee will pay Owner according to the Payment Terms set forth in Exhibit C. Rent or payments due as set forth in Exhibit C shall increase annually by an amount equal to the Consumer Price Index-San Francisco Area, provided such increase shall be no less than 3.00 percent or greater than 4.25 percent ("CPI").

Section 3.2 Taxes, Assessments and Utilities

(a) **Owner Taxes and Assessments.** Owner is a public agency and not subject to the payment of real property taxes for the Premises as they fall within the District's service area. Owner shall pay any assessments, and other governmental charges levied against the Premises that shall or may during the term of this Agreement be imposed on, or arise in connection with the Premises itself to the extent that such charges would have been incurred by Owner had this Agreement not been made.

(b) **Lessee Taxes and Assessments.** Lessee will pay all personal property taxes, assessments and other governmental charges levied against the Energy Storage Facilities and all possessory interest taxes, assessments and governmental charges associated with the lease of the Premises when due.

(c) **Tax Contest.** Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Lessee Utilities.** Lessee will pay for all water, electric, telecommunications and any other utility services used by the Energy Storage Facilities or Lessee on the Premises.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Lessee will keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Energy Storage Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Lessee of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Lessee and its designees, at their sole cost and expense will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and will obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Owner agrees to cooperate with Lessee with respect to obtaining any required zoning or other governmental approvals or permits or utility interconnection agreements for the Premises and Lessee's facilities, including providing signatures where necessary on Lessee's governmental permit applications or utility interconnection applications. Lessee acknowledges, however, that Owner is not a permitting entity and shall not be responsible for obtaining or maintaining any necessary governmental approvals on behalf of Lessee.

Section 4.3 Lessee's Improvements

All Energy Storage Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease will be and remain the sole property of Lessee, Owner will have no

ownership or other interest in or maintenance responsibilities for any Energy Storage Facilities on the Premises. The Energy Storage Facilities are and will remain personal property of the Lessee, notwithstanding any present or future common ownership of the Energy Storage Facilities and the Premises. Throughout the Term, Lessee will, at its sole cost and expense, maintain Lessee's Energy Storage Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Energy Storage Facilities, Lessee will remove any construction debris and will restore the portions of the Premises not occupied by the Energy Storage Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Energy Storage Facilities. All Energy Storage Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time.

Section 4.4 Removal of Lessee's Improvements

(a) **Lessee Will Remove Energy Storage Facilities.** At the end of the Term, including upon any early termination of the Lease, Lessee will remove all its Energy Storage Facilities, including any foundations, to a depth of three (3) feet below grade, and the Premises disturbed by Lessee shall be restored to a condition similar to the condition immediately prior to commencement of construction, within six (6) months from the date the Term expires or the Lease terminates. Owner grants Lessee a license for such removal, which license will survive for six (6) months after the expiration or termination of this Lease. The "**Removal Date**" shall mean the date on which all Energy Storage Facilities installed on the Premises pursuant to this Lease are physically removed therefrom.

(b) **Decommissioning Bond.** Prior to the Construction Commencement Date, Lessee shall furnish and deliver to Owner with a Decommissioning Bond, in a form approved by Owner, issued by a surety company duly and regularly authorized to do general surety business in the State of California (the "**Decommissioning Bond**"). The amount of the Decommissioning Bond shall be based on the written estimate of a civil engineering or construction firm with the relevant expertise selected by Lessee and reasonably acceptable to Owner. The Decommissioning Bond shall be conditioned upon the faithful performance of this Agreement with respect to the removal of the Energy Storage Facilities, as set forth in Section 4.4(a) above, and shall be released by the District upon the removal of the Energy Storage Facilities in compliance with Section 4.4(a) or Lessee's payment of Owner's costs to remove the Energy Storage Facilities in the event Owner exercises such option.

(c) **Owner's Rights Upon Failure by Lessee.** If Lessee fails to remove any of the Energy Storage Facilities within the required time period, such Energy Storage Facilities will be considered abandoned by Lessee and Owner has the following options, which may be exercised in Owner's sole and absolute discretion: (i) Owner may remove these Energy Storage Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; (ii) Owner may call the Decommissioning Bond; or (iii) Owner may take possession and control of the Energy Storage Facilities. In the event that Owner removes such Energy Storage Facilities at

Owner's expense, Lessee will reimburse Owner for all costs of removing those Energy Storage Facilities as required by the Lease, within thirty (30) days after receipt of an invoice from Owner.

Section 4.5 Hazardous Materials

Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations ("**Hazardous Materials**"), on or under the Premises. Lessee shall defend, hold harmless and indemnify Owner against any such breach of its obligation under this Section 4.5 that is caused by Lessee or Lessee's agents or contractors, or otherwise directly results from Lessee's use of the Premises and is not due to Owner's or Owner's agent's, contractor's, employee's or invitee's actions or omissions. Lessee shall promptly notify Owner of any such violation and shall promptly take all actions, at its sole expense, as are necessary to clean up the Premises to the extent that an applicable governmental agency requires such clean up (but in no case more than that required by the applicable government agency in order for the Premises to be used for purposes consistent with the use of the Premises immediately prior to the Effective Date). This provision shall survive termination of this Agreement. Notwithstanding the foregoing, Lessee shall have no liability or responsibility with respect to those matters that are Owner's responsibility pursuant to Section 5.5 below.

Section 4.6 Insurance

(a) During the Development Period, Lessee shall at all times maintain the following insurance policies that cover all obligations under this Lease with insurers having an A.M. Best's rating of no less than A:VII or provide evidence of self-insurance acceptable to District, unless otherwise approved by District's General Manager in writing:

(i) Commercial general liability coverage for damage or injury in the amount of One Million Dollars (\$1,000,000) single limit bodily injury and property damage liability per occurrence, for the operations of Lessee under this Lease, with a general aggregate limit of no less than Two Million Dollars (\$2,000,000). This liability insurance shall include personal and advertising injury and contractual liability.

(ii) Automobile liability coverage for it and its staff, if applicable, to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(iii) Property insurance for District's facilities against loss or damage in the amount of 100% of the replacement cost.

(iv) Workers' Compensation Insurance, if applicable, as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars

(\$1,000,000) each accident/disease/policy limit. The insurer shall waive all rights of subrogation against District, its officers, volunteers and employees.

(b) Beginning on the Construction Commencement Date and continuing through the Operating Term and Renewal Term, Lessee shall at all times maintain the following insurance policies that cover all obligations under this Lease with insurers having an A.M. Bests' rating of no less than A:VII or provide evidence of self-insurance acceptable to District, unless otherwise approved by District's General Manager in writing:

(i) Commercial general liability coverage for damage or injury in the amount of Five Million Dollars (\$5,000,000) single limit bodily injury and property damage liability per occurrence, for the operations of Lessee under this Lease, with a general aggregate limit of no less than Ten Million Dollars (\$10,000,000). This liability insurance shall include personal and advertising injury and contractual liability.

(ii) Automobile liability coverage for it and its staff, if applicable, to an amount not less than Five Million Dollars (\$5,000,000)³ combined single limit per accident for bodily injury and property damage.

(iii) Property insurance for District's facilities against loss or damage in the amount of 100% of the replacement cost.

(iv) Workers' Compensation Insurance, if applicable, as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. The insurer shall waive all rights of subrogation against District, its officers, volunteers and employees.

(c) The Union Sanitary District and its officers, volunteers and employees shall be named as additional insureds under the commercial general liability, automobile liability and property insurance policies.

(d) Each policy or certificate of insurance acquired pursuant to this section shall provide that the policy shall be considered primary insurance as respects any other valid and collectible insurance the District may possess, including any self-insured retention the District may have, and any other insurance the District does possess shall not contribute with it.

(e) Each policy or certificate of insurance shall also provide that the insurer will not cancel, terminate or modify the insured's coverage without 30 days prior written notice to District.

(f) Lessee shall provide to District all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall

³ USD to confirm the correct amount.

be filed with District concurrently with the Effective Date. District reserves the right to require complete, certified copies of all required insurance policies at any time.

(g) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, officials, employees, or volunteers.

(h) Lessee shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Lease, including but not limited to naming additional insureds.

(i) Lessee's insurance shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

Section 4.7 Gates and Fences

If necessary and as mutually agreed by the Parties, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part. Any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence, to the satisfaction of District. During construction or operation of the Energy Storage Facilities, Lessee will close any gates used by its personnel except when open to permit the passage of vehicular traffic. If Owner maintains locks on exterior gates, Owner will provide Lessee with keys or with the combinations to such locks. Upon the termination of this Lease, any gates installed by Lessee will become the property of Owner. Any fence cuts, gates or other openings that were not otherwise in existence prior to this Lease shall be restored to the prior condition pursuant to Section 4.4 of this Lease.

ARTICLE V. Owner Covenants and Title Review

Section 5.1 Title and Authority

Owner covenants, represents and warrants to Lessee that, except to the extent otherwise stated in this Lease, Owner is the sole owner of the Premises in fee simple and each person signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

Section 5.2 Encumbrances

(a) Lessee shall obtain a title report to determine whether there are any liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions (collectively, "**Encumbrances**") to Owner's fee title ownership of the Premises or to Owner's right, title or interest in the Premises.

(b) Owner will cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity that holds an Encumbrance to Owner's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease.

(c) Owner may encumber the Premises with any Encumbrance that does not adversely impact Lessee's rights under the Lease.

(d) In the event any undisclosed or new Encumbrance appears or is discovered pertaining to the Premises that adversely impacts Lessee's rights under the Lease, Owner shall, at its sole expense, cause the same to be removed within thirty (30) days, or such reasonable time as may be required, after request by Lessee and, if Owner fails to do so, Lessee may, but shall not be required to, take any and all actions and make such payments as necessary to cause such Encumbrance to be removed and Owner shall immediately repay Lessee the costs thereof. To the extent such amount is not immediately repaid, such amount may be offset by Lessee against amounts owed to Owner under this Lease.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in Breach of this Lease, Lessee will have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Owner or any person claiming through Owner. Owner and its activities on the Premises and any grant of rights Owner makes to any other person will be only as permitted under this Lease and will not interfere with any of Lessee's rights or activities pursuant to this Lease, and Owner will not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease.

Section 5.4 Exclusivity

Lessee will have the sole and exclusive rights to install and operate Energy Storage Facilities on the Premises. In no event during the Term will Owner construct, build or locate or allow others to construct, build or locate any energy storage facility or similar project on the Premises.

Section 5.5 Hazardous Materials

Owner represents and warrants that, to the best of Owner's knowledge without independent research, there are no existing violations of federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of Hazardous Materials on or under the Premises. Owner shall defend, hold harmless and indemnify Lessee against any damage, loss, liability, cost or expense (including without limitation, reasonable attorneys' fees and consultants' fees) of any suit, cause of action, liability, cost or expense, including, without limitation, actions under state or federal law or regulations for remediation, with respect to or arising from Hazardous Materials

stored or found on or beneath the Premises for which Owner is responsible. Owner shall promptly notify the Lessee of any such violation. If Owner fails to promptly take any actions with respect to Hazardous Materials (including, without limitation, remediation thereof) for which Owner is responsible and if Lessee believes that such action should be taken so as to avoid or minimize the possibility of having such Hazardous Materials (a) interfere with Lessee's activities relating to the Premises, (b) result in liability to Lessee, or (c) otherwise adversely affect Lessee, then Lessee shall have the right (but not the obligation) to take such action, in which event Owner shall immediately upon demand repay Lessee any and all costs thereof. To the extent such amount is not immediately repaid, such amount may be offset by Lessee against amounts owed to Owner under this Lease. This provision shall survive termination of the Lease.

Section 5.6 Mineral Rights and Lateral Support

(a) **"Subsurface Interests"** include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) This Lease will not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Premises, provided that any future leasing, development or transfer of the Subsurface Interests will be subject to this Lease. Owner will notify Lessee as soon as Owner knows of Subsurface Interest exploration or production plans. Owner will cooperate with Lessee in the exercise of Owner's Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, Owner agrees to cooperate with Lessee's efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises, and does not lease the Subsurface Interests relating to Premises, Lessee will have and exercise the right of subjacent and lateral support for the Energy Storage Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Energy Storage Facilities. Owner expressly covenants that Owner will not excavate so near the sides of or underneath the Energy Storage Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns will be entitled to use, or authorize the use of, any portion of the surface of the Premises located within three hundred (300) feet of any existing or proposed Energy Storage Facility or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Premises that would unreasonably interfere with the use by Lessee of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Lessee, which consent will not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any

activities within the areas described in this Section 5.6 and will not otherwise interfere with Lessee's rights under the Agreement.

Section 5.7 Operation of the Energy Storage Facilities

Owner covenants and agrees that the Owner will not assert that the Energy Storage Facilities constitute a nuisance.

Section 5.8 Litigation

Owner represents and warrants that no litigation is pending as of the Effective Date regarding the Premises, and, to the best of Owner's knowledge, without independent research, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Lessee.

Section 5.9 Cooperation

(a) Owner shall cooperate and assist in the Lessee's efforts to obtain and maintain permits, approvals, and interconnection agreements from governmental agencies and utilities required for the construction and operation of the Energy Storage Facilities, including executing any applications or other instruments required to be executed by the owner of the Premises. Lessee shall be responsible for costs and fees associated with such permits, approvals, and agreements.

(b) Owner shall cooperate with Lessee's financing of the construction of the Energy Storage Facilities and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or other financing parties from time to time.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, successors, assigns, mortgagees, employees, representatives, and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Assignment by Lessee

Lessee shall not assign this Lease, nor any interest therein, and shall not sublet or encumber the Premises or any part thereof, nor any right or privilege appurtenant thereto, nor allow or permit any other person(s) to occupy or use the Premises, or any portion thereof, without the prior written consent of Owner, which shall not be unreasonably withheld or denied, except for a transfer or assignment to any corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee ("**Lessee Affiliate**") Any assignment to a Lessee Affiliate or to an assignee approved by Owner shall be documented by an assignment agreement, in a form approved by Owner in its reasonable discretion. This Lease shall be binding upon any approved or permitted assignee or successor of Lessee. Consent by Owner to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. No assignment, subletting, or encumbrance by Lessee shall release it from or in any way alter any of Lessee's obligations under this Lease except as may be set forth in an assignment agreement. Any assignment, subletting, encumbrances, occupation or use contrary to the provisions of this Lease shall be void and shall constitute breach of this Lease. Lessee shall have the right, without Owner's consent, to mortgage and otherwise encumber Lessee's interests under this Lease to secure a loan or other financing for the development and/or construction of the improvements to the Premises and/or the conversion, replacement or refinancing of such a loan and/or the conversion, replacement and/or refinancing of any subsequent loan.

Section 7.2 Transfers by Owner

Owner reserves all rights of ownership of the Premises, insofar as said ownership, including use and occupancy, does not impair or interfere with the rights granted to Lessee under this Lease. Owner shall have full right and authority to sell, convey, lease, assign, mortgage, encumber, grant easements, or transfer to one or more transferees, any or all right or interest in the Property (subject to the provisions of Section 5.2), which may include Owner's right to payment under this Lease, so long as such transfers and conveyances do not impair or interfere with Lessee's rights under this Lease. Owner shall notify Lessee in writing prior to any such conveyance.

Section 7.3 Mortgage Protection

In the event that any mortgage, deed of trust or other security interest in this Lease or in any Energy Storage Facilities is entered into by Lessee or any assignee (a "**Leasehold Mortgage**"), then any person who is the mortgagee of a Leasehold Mortgage (a "**Leasehold Mortgagee**") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article VII. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee. Owner shall deliver any and all notices given to Lessee hereunder simultaneously to any Leasehold

Mortgagee at the address of such Leasehold Mortgagee provided to Owner. No such notice shall be effective as to such Leasehold Mortgagee unless such delivery has occurred.

Section 7.4 Leasehold Mortgagee's Right to Possession, to Acquire and to Assign

A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold and easement estate granted herein by any lawful means; (c) to take possession of and operate the Energy Storage Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold and easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold and easement or leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

Section 7.5 Notice of Default; Opportunity to Cure

As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such a written notice of default, the following provisions shall apply:

(a) A "**Monetary Default**" means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of Lessee under this Agreement. Any other event of default is a "**Non-monetary Default.**"

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to the Leasehold Mortgagee to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, sixty (60) additional days; provided that such 60-day period shall be extended for a Non-monetary Default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such Non-monetary Default by obtaining possession of Lessee's leasehold interest in the Premises (including possession by a receiver) or by instituting and consummating foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner will be notified in writing prior to substitution of Leasehold Mortgagee for Lessee, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Lease prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes injury to Owner, Owner shall have the right to reimbursement from the Lessee or the appropriate party for all actual costs thereof. Notwithstanding anything to the contrary contained above,

until such Leasehold Mortgagee obtains the interests of Lessee in this Lease (whether pursuant to foreclosure of the Leasehold Mortgage or otherwise), no Leasehold Mortgagee shall have the obligation to cure any default of Lessee (except as provided in subparagraph (c). below) and no Leasehold Mortgagee shall be deemed an assignee or transferee of this Lease so as to require that such Leasehold Mortgagee assume the performance of any of the covenants or agreements on the part of Lessee to be performed hereunder.

(c) During any period of possession of the leasehold interest in the Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the payments and all other monetary charges payable by Lessee hereunder (all as set forth in Exhibit C) which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold interest by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold interest shall, as promptly as possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Lessee by this Lease so long as such Leasehold Mortgagee or other party is in possession of the leasehold interest in the Premises.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement as long as the Leasehold Mortgagee, in accordance with the terms of this Lease, performs all material obligations of Lessee under the terms of this Lease.

(f) Nothing herein shall be construed to extend this Lease beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

Section 7.6 New Lease to Leasehold Mortgagee

If this Lease terminates because of Lessee's default or if the Leasehold Mortgage is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, a Leasehold Mortgagee may make a written request within ninety (90) days after such event for Owner approval and execution, which shall not be unreasonably withheld, delayed, or denied, of a new lease (the "**New Lease**") for the Premises, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Lease, subject to the same terms and conditions set forth in this Lease, as if this Lease had not been terminated.

(b) The New Lease shall be considered within sixty (60) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Lease up to the date of execution of the New Lease, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed; and (ii) performs all other obligations of Lessee under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within one hundred twenty (120) days of the termination, foreclosure, rejection, or disaffirmance. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Lease over any Encumbrance or other interest created by Owner.

(c) The provisions of this Section 7.6 shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Premises without hindrance by Owner or any person claiming by, through or under Owner, provided that the Leasehold Mortgagee complies with all of the conditions for a New Lease as set forth herein.

Section 7.7 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender

Notwithstanding any provision of this Lease to the contrary, the Owner and Lessee agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended and Owner shall not accept a surrender of the Premises or any part thereof or a cancellation, termination or release of this Lease from Lessee prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee which will not be unreasonably withheld or denied.

Section 7.8 No Merger

There shall be no merger of this Lease, or of the leasehold interest created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including Leasehold Mortgagee) having an interest in this Lease or in the estate of Owner and/or Lessee shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE VIII. Condemnation

Section 8.1 Effect of Condemnation

In the event either (i) title or possession of all or any part of the Premises is taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority ("**Condemning Authority**") having the power of eminent domain, or (ii) is sold to a Condemning Authority under threat of the exercise of that power, or (iii) should a partial taking render the Premises unsuitable for Lessee's use in Lessee's sole judgment, then Lessee may, at its sole option, either (i) negotiate with Owner to amend this Lease to reflect any necessary relocation of the Energy Storage Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or (ii) terminate this Lease upon notice to Owner.

Section 8.2 Condemnation Proceeds

(a) All payments made by a condemnor on account of a taking by eminent domain will be the property of the Owner, except that Lessee will be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Energy Storage Facilities or the loss of any such Energy Storage Facilities or the use of the Premises pursuant to the Lease. Lessee will have the right to participate in any condemnation proceedings to this extent.

(b) All payments made on account of any taking by a Condemning Authority may be made to Owner, except that Owner shall request that such Condemning Authority make payment directly to Lessee as compensation for the reasonable removal and relocation costs of any of the Energy Storage Facilities, and for the loss and damage to any such property that Lessee elects or is required not to remove, and for the loss of use of the Premises by Lessee (including, without limitation, the leasehold value of this Lease and the loss of business), provided that if such Condemning Authority makes all payments to Owner, Owner shall forthwith make payment to Lessee of the award to which it is entitled. It is agreed that Lessee shall have the right to participate in any settlement proceedings and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, delayed, or denied.

ARTICLE IX. Default

Section 9.1 Events of Default

Each of the following will constitute a "**Breach**" that will permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity:

- (i) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Owner; or
- (ii) any other breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than

thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

If applicable, Owner is required to provide any notice of default or Breach to the Leasehold Mortgagee in accordance with Section 7.5, and the provisions of Section 7.5 shall apply.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee will peaceably surrender the Premises to Owner and remove all Energy Storage Facilities from the Premises at Lessee's expense within six (6) months from the date the Lease expires or is terminated, as set forth in Section 4.4.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Owner agrees that Lessee will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

Section 9.4 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF OWNER AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

Section 9.5 Waiver of Jury Trial

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR SUCH AGREEMENTS. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL -HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.6 Delinquent Payments

If Lessee fails to pay Owner any sum to be paid by Lessee hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Owner: Union Sanitary District
 Attn: General Manager
 5072 Benson Rd.
 Union City, CA 94587

To Lessee: Hickory Energy Storage, LLC
 Attn: President
 100 Pine Street, Suite 1250
 San Francisco, CA, 94111

Section 10.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Lessee will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Owner and Lessee and supersedes any and all prior oral or written understandings,

representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties.

Section 10.4 Governing Law

This Lease is made in and will be governed by the laws of the State of California, and the venue for any dispute will be Alameda County, California. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each Party, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Owner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner, in its reasonable discretion, will execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Owner hereunder, Lessee will offset the amount of such overpayments to Owner against future payments due to Owner from Lessee hereunder.

Section 10.7 Force Majeure

If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, pandemic or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the party claiming Force Majeure.

Section 10.8 Confidentiality

Any information provided by Lessee to District (whether in written, graphic, electronic or any other form) that is clearly marked as “CONFIDENTIAL / PROPRIETARY INFORMATION” (collectively, “**Confidential Information**”) shall be subject to the provisions of this Section; provided, however, that if Lessee inadvertently fails to so mark the information but subsequently notifies District of the information’s confidential nature, then thereafter District shall treat such information as Confidential Information for purposes of this Agreement. Subject to the terms of this Section, District shall use good faith and diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 et seq.) or other applicable local, state or federal disclosure laws (collectively, “**Public Disclosure Laws**”). Notwithstanding the preceding sentence, District may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder. Lessee acknowledges that District has not made any representations or warranties that any Confidential Information District receives from Lessee will be exempt from disclosure under any Public Disclosure Laws. In the event District’s legal counsel determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, District shall promptly notify Lessee in writing of District’s intention to release the Confidential Information so that Lessee has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure. If the District’s legal counsel, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, District may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

Section 10.9 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

Section 10.10 Counterparts; PDF

This Lease may be executed in two or more counterparts and may be executed in PDF, all of which will be considered one and the same agreement and each of which will be deemed an original. A PDF or electronic copy of a Party’s signature on this Lease shall constitute an original and be binding on both Parties when assembled into a fully executed agreement.

Section 10.11 Memorandum of Lease

Owner and Lessee will execute in recordable form and Owner will then record a memorandum of this Lease in the form attached hereto as Exhibit B. Owner hereby consents to the recordation of the interest in the Premises of a permitted assignee, in accordance with Section 7.1.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 10th day of January 2022.

OWNER

Union Sanitary District, a California special district

By: _____
Paul R. Eldredge, P.E., General Manager

LESSEE

Hickory Energy Storage, LLC,
a California limited liability company

By: _____
Its: _____

EXHIBIT A1

OLD NEWARK WWTP PROPERTY



VICINITY MAP

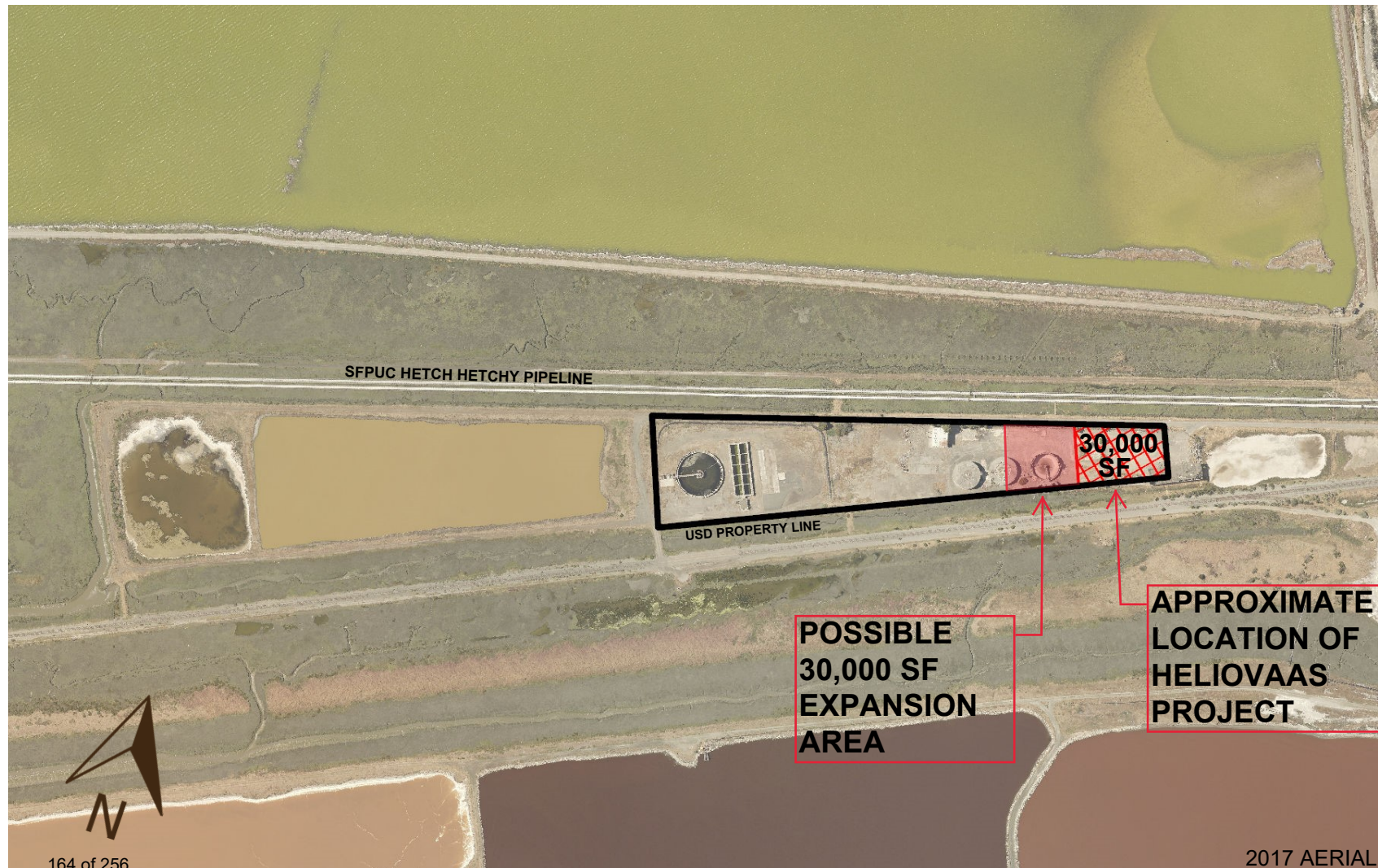


EXHIBIT B

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Union Sanitary District
5072 Benson Road
Union City, Ca 94587
Attention: Regina McEvoy

Approximate Location of the Premises for the Energy Storage Facilities

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LAND LEASE ("**Memorandum of Lease**") is entered into this 10th day of January 2022 by and between Union Sanitary District, a public corporation of the State of California (hereinafter "**Owner**"), and Hickory Energy Storage, LLC, a California limited liability company, and its successors and assigns (hereinafter "**Lessee**").

RECITALS:

A. Owner and Lessee have entered into a certain Land Lease dated January 10, 2022 (the "**Lease Agreement**"), whereby Owner has agreed to lease to Lessee certain real property, together with access and transmission easement rights across said premises, in the County of Alameda, State of California, and being more particularly described in Schedule A attached hereto and made a part hereof (the "**Premises**").

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Lessee have entered into the Lease Agreement dated January 10, 2022 (the "**Effective Date**"), to lease and demise the Premises for energy storage purposes and to grant access and transmission easements. Pursuant to the Lease Agreement, Lessee has the right to use the Premises for energy storage purposes, together with certain related access and transmission easement rights and other rights related to the Premises, all as more fully described

in the Lease Agreement. Energy storage purposes means collecting, storing, and transmitting electrical energy, together with any and all activities related thereto.

2. The initial term of the Lease Agreement commences on the Effective Date and will be for a period of 2 years from the Effective Date (the “**Development Period**”), which may be extended for a period of one (1) year by Lessee upon written notice to Owner. The Lease Agreement will automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date when at least one energy storage facility installed on the Premises is a Commercially Operational Energy Storage Facility, as defined therein (“**Operation Date**”); or (ii) date when Owner receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Operating Term (“**Operating Term Notice Date**”). The Operating Term of the Lease Agreement (“**Operating Term**”) is twenty (20) years from the Operation Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Operating Term for two (2) additional periods of five (5) years upon written notice to Owner.

3. Owner will have no ownership and other interest in any energy storage facilities installed on the Premises by Lessee, unless Lessee fails to remove such facilities within six (6) months of termination of the Lease Agreement, and Lessee may remove any or all energy storage facilities at any time.

4. The Lease Agreement and the easement and rights granted Lessee therein will burden the Premises and will run with the land. The Lease Agreement will inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer allowed under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement will control.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 10th day of January 2022.

OWNER

STATE OF CALIFORNIA

ss.

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before this __ day of _____,
_____, by Union Sanitary District, a public corporation of the State of California

Notary Public

LESSEE

Hickory Energy Storage, LLC,
a California limited liability company

By: _____

Its: _____

STATE OF CALIFORNIA

SS.

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before this ____ day of _____,
_____, by _____, the _____ of Hickory Energy Storage,
LLC, a California limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT C

PAYMENT TERMS

Payment	Description of Payment	Timing of Payment
Development Period Rent	Beginning on the Effective Date, Lessee shall pay to Owner annual rent in the amount of \$5,200 for the Development Period, which rent shall increase annually by an amount equal to CPI, as described in Section 3.1.	The first payment of Development Period Rent shall be due on the Effective Date; thereafter, the Development Period Rent shall be paid in advance on the anniversary of the Effective Date until the Operation Date or the termination of this Lease. If the period between the Effective Date or anniversary thereof and the Operation Date is less than a year, the Development Period Rent shall be prorated based on the actual number of days elapsed and the balance of the annual payment shall be applied as a credit to the Construction and Operating Period Rent payment(s).
Construction and Operating Period Rent	Beginning on the Construction Commencement Date and ending on the Removal Date, Lessee shall pay to Owner annual rent in the amount of \$3.50 per square foot of the fenced-in area occupied by the Energy Storage Facilities on the Premises, not including the area for access roads and transmission line corridor, as determined by the Survey, which rent shall increase annually by an amount equal to CPI, as described in Section 3.1.	The first year's payment of Construction and Operating Period Rent shall be due on the Construction Commencement Date; thereafter the Construction and Operating Period Rent shall be paid in advance on the anniversary of the Construction Commencement Date until the Removal Date. Any rent payments in the final year shall be prorated based on the actual number of days from the anniversary of the Construction Commencement Date to the Removal Date in such year, and the Owner shall pay the Lessee the difference between the annual rent payment received and the prorated amount within thirty (30) days of the Removal Date.

Transmission Easement Consideration	Lessee shall pay to Owner a one-time "Transmission Easement Payment" in the amount of \$1.00 per square foot of the total area occupied by the Transmission Easement on the Premises, as determined by the Survey.	The Transmission Easement Payment shall be due on the Construction Commencement Date.
Construction Staging Area Rent	During the initial construction of the Energy Storage Facilities, Lessee shall pay "Construction Staging Area Rent" to Owner equal to \$0.26 per square foot per month for any portion of the Premises that Lessee uses for temporary storage, lay down, staging and batch-plant areas as designated on and determined by the Survey (collectively, the "Construction Staging Areas"), which rent shall increase annually by an amount equal to CPI, as described in Section 3.1; provided, however, that Lessee shall not be required to pay Construction Staging Area Rent for any Construction Staging Area to be occupied by the Energy Storage Facilities or the Transmission Easement.	The first Construction Staging Area Rent shall be payable within thirty (30) days of the Construction Commencement Date. Any Construction Staging Area Rent for less than a full month period shall be prorated based on the actual number of days that Lessee used the Construction Staging Areas in the applicable period.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Consider a Resolution to Accept Two Sanitary Sewer Easements and Quitclaim a Sanitary Sewer Easement for Tract 8399 – Mission Falls, Located at Mission Falls Court and Mission Falls Lane, in the City of Fremont (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach
Rod Schurman, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to accept two sanitary sewer easements and quitclaim a sanitary sewer easement for Tract 8399 – Mission Falls, located on Mission Falls Court and Mission Falls Lane, in the City of Fremont.

Discussion

The developer, Century Communities, Inc., is constructing a residential development consisting of eighty-one single-family dwellings, eighty-one townhome units, and seventy condominium units in four villages for Tract 8399, on Mission Falls Court and Mission Falls Lane, in the city of Fremont. A vicinity map is attached.

The approved development plans require the rerouting of an existing 10-inch public sewer main that resided within a sanitary sewer easement that was dedicated to the City of Fremont in 1983 via parcel map 3984. The City of Fremont abandoned the sanitary sewer easement as part of the development's tract map approval process. To ensure the District had continued rights to access and maintain the existing 10-inch sewer main within the development while the replacement 10-inch sewer main was under construction, the developer granted the District a sanitary sewer

easement in 2018. The new 10-inch sewer main has been constructed and accepted; sewer flow has been rerouted through it, and the old 10-inch sewer main has been abandoned. Therefore, the corresponding easement is no longer needed and can be quitclaimed.

Furthermore, the roadways within Tract 8399 do not meet the City of Fremont's street dimensions and structure setback requirements for public streets and were designated as private roadways. Consequently, a new sanitary sewer easement is needed for the public sewer main. Century Communities, Inc., has constructed the new public and private sewer mains within the private roadways and has granted the District a sanitary sewer easement through Parcel G that provides for access and maintenance to the 10" public sewer main. In addition, the homeowner association, Enclave At Mission Falls Community Association, has granted the District a sanitary sewer easement through Parcel F, a non-roadway parcel for storm drainage control.

Legal descriptions and plat maps have been prepared for the existing easement to be quitclaimed and for the two grants of easement. District staff has reviewed the documents and recommends approval.

Background

None.

Previous Board Action

Resolution 2834 to Accept a Sanitary Sewer Easement for Tract 8399 – Mission Falls, Located on Mission Falls Court and Mission Falls Lane, in the City of Fremont, California, on September 10, 2018.

PRE/SEG/RC/RA/RS:mb

Attachments: Vicinity Map

- Resolution Accepting Two Grants of Easement

- Grant of Easement Recording Request with Certificate of Acceptance (Parcel F)

- Grant of Easement for Sanitary Sewer Purposes with Exhibits A & B (Parcel F)

- Grant of Easement Recording Request with Certificate of Acceptance (Parcel G)

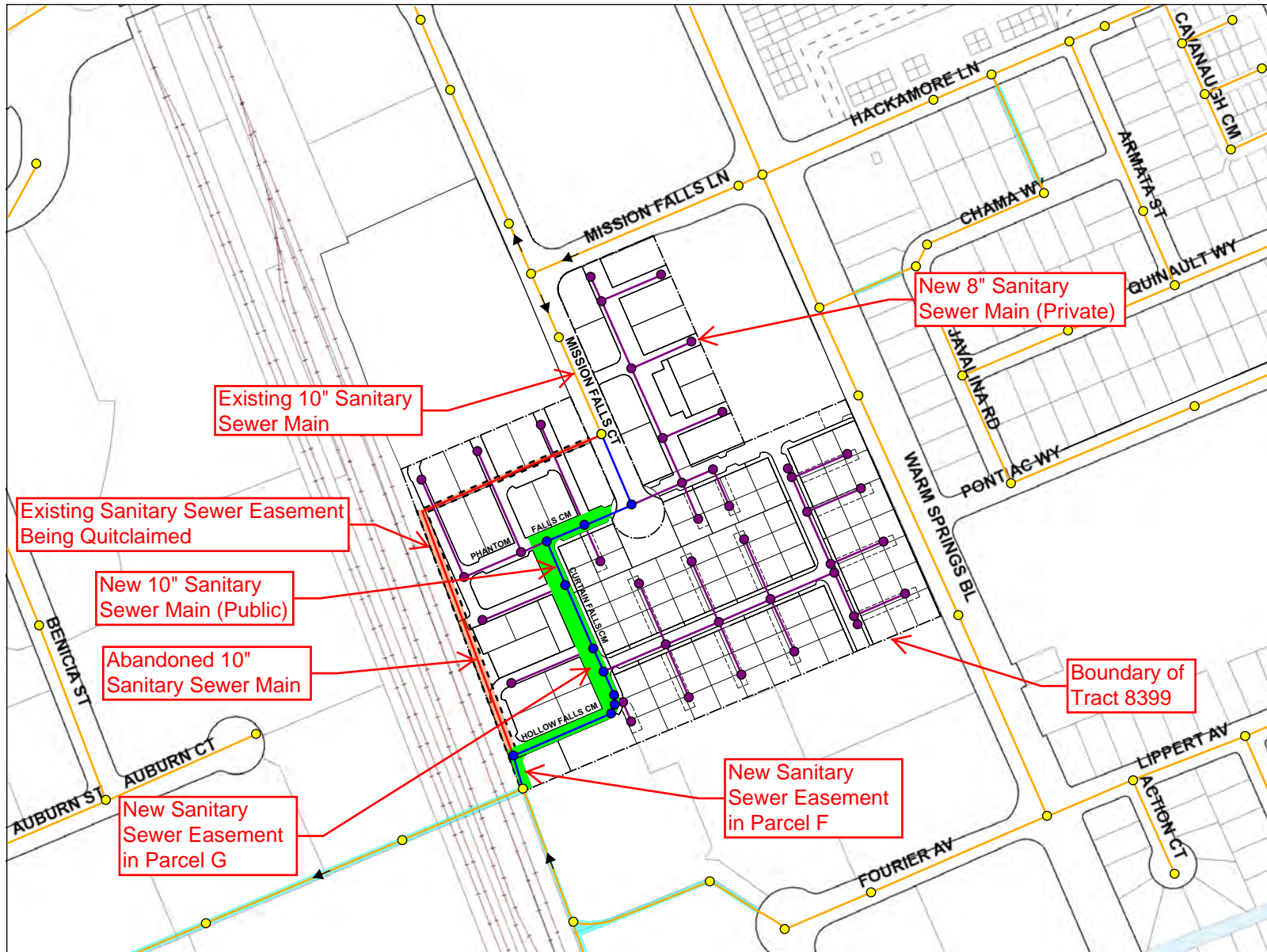
- Grant of Easement for Sanitary Sewer Purposes with Exhibits A & B (Parcel G)

- Quitclaim Deed Recording Request

- Quitclaim Deed with Exhibits A & B



Vicinity Map: Grant of SSE and Quitclaim of Existing SSE, Tract 8399 - Mission Falls, Mission Falls Court and Mission Falls Lane, Fremont



LEGEND

Sewer Structures

- End Cap
- Junction Structure
- Lamphole
- Lift Station
- Manhole
- New Manhole, Public
- New Manhole, Private
- Riser

Sewer Mains

- New Gravity Main, Public
- New Gravity Main, Private
- Abandoned Sewer Main
- Forcemain
- Gravity Main
- Siphon
- Trunk Main

Railroads

- Union Pacific, Other
- BART/VTA

- Parcels
- Public Right of Way
- New Sewer Easement
- Existing Sewer Easement
- Sewer Easement to be Quitclaimed

325.5 0 162.73 325.5 Feet

1: 3,905

Printed: 10/7/2023 10:25 AM



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

RESOLUTION NO. _____

**ACCEPT TWO SANITARY SEWER EASEMENTS AND QUITCLAIM AN
EXISTING SANITARY SEWER EASEMENT FOR TRACT 8399 – MISSION
FALLS, LOCATED AT MISSION FALLS COURT AND MISSION FALLS LANE,
IN THE CITY OF FREMONT, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, as follows:

1. The Board hereby accepts the Grant of Easement from ENCLAVE AT MISSION FALLS COMMUNITY ASSOCIATION, executed on November 23, 2021, as described in the Grant of Easement for Sanitary Sewer Purposes, and by the legal description and plat map, attached as Exhibit A and B, respectively.
2. The Board hereby accepts the Grant of Easement from CENTURY COMMUNITIES, INC., executed on November 24, 2021, as described in the Grant of Easement for Sanitary Sewer Purposes, and by the legal description and plat map, attached as Exhibit A and B, respectively.
3. The Board hereby quitclaims its interest in the ten- and twenty-foot wide sanitary sewer easement in Adjusted Parcel 4, Certificate of Compliance, DN 2016321237, in the city of Fremont, accepted by the Union Sanitary District Board of Directors by Resolution 2834 on September 10, 2018, and as described in the Quitclaim Deed and by the legal description and plat map, attached as Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on January 10, 2022:

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

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

ENCLAVE AT MISSION FALLS COMMUNITY ASSOCIATION

AND

UNION SANITARY DISTRICT

Effective Date: January 10, 2022

CERTIFICATE OF ACCEPTANCE

(Grant of Easement)

This is to certify that the interest in real property conveyed by the Grant of Easement for Sanitary Sewer Purposes, dated November 23, 2021, from Enclave At Mission Falls Community Association, to UNION SANITARY DISTRICT, an independent special district ("**District**"), is hereby accepted by the undersigned officer or agent on behalf of the District pursuant to authority conferred by Resolution No. _____, dated January 10, 2022, and the District consents to recordation thereof by its duly authorized officer.

Date: _____, 2022

District

UNION SANITARY DISTRICT

Paul R. Eldredge, General Manager

ACKNOWLEDGMENT

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

State of California)
) ss
County of Alameda)

On _____, 2022, before me, Regina Dyan McEvoy,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508
Attention: Board Clerk

(ABOVE LINE FOR RECORDER'S USE ONLY)

Exempt from Recording Fee
Per Gov't Code section 27383

GRANT OF SANITARY SEWER EASEMENT

This Grant of Sanitary Sewer Easement (the “**Agreement**”) is made and entered into as of _____, 2021 (“**Effective Date**”), by and between ENCLAVE AT MISSION FALLS COMMUNITY ASSOCIATION, a nonprofit mutual benefit corporation (“**Grantor**”) and UNION SANITARY DISTRICT, a sanitary district organized under the laws of the State of California (“**Grantee**”). Grantor and Grantee may each be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Grantor is the fee owner of that certain real property located at Mission Falls Court and Mission Falls Lane in the City of Fremont, County of Alameda, State of California, identified as Tract 8399 recorded September 20, 2018, as Document Number 2018183688 of Alameda County Records, and more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (“**Grantor Property**”).

B. Union Sanitary District (“**USD**”) desires to obtain an easement over a portion of the Grantor Property for sanitary sewer pipe and related appurtenances in order to effectuate the development of condominium townhomes and condominium flats.

C. The Parties enter into this Agreement to provide USD with a recorded easement for a sanitary sewer pipe and any related appurtenances and for ingress to and egress from the easement area and over Grantor Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

I. Grant of Sanitary Sewer Easement. Grantor hereby grants and dedicates to Grantee a non-exclusive perpetual easement in, over, under, and upon that certain real property described and depicted in Exhibit B (“**Easement Area**”), together with the perpetual right of ingress to and egress from the Easement Area, for sanitary sewer purposes, including the rights

to access, excavate, install, replace, repair, reconstruct, upgrade, and maintain sanitary sewer pipes and facilities located within the Easement Area.

2. Limitation on Improvements; Landscaping. Grantor covenants and agrees to keep the Easement Area free and clear of buildings, trees, or structures of any kind, except for low level landscaping, legal fences, and ground surfacing such as gravel, brick, unreinforced concrete, stone and asphalt.

3. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this Agreement shall be of no force or effect. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

5. Recitals; Exhibits. The Recitals above and Exhibits attached hereto are incorporated herein by reference.

6. Covenants Running with the Land. Grantor Property is to be burdened by, and Grantee is to be benefited by, the provisions of this Agreement, and such property is to be benefited and burdened, as applicable by the covenants in this Agreement and is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing limitations, restrictions, easements, covenants, obligations and conditions. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor Property and all parties having or acquiring any right, title, or interest in Grantor Property and shall be binding upon and inure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

ENCLAVE AT MISSION FALLS
COMMUNITY ASSOCIATION

By: _____

Name: _____

Its: _____


Lance King
Director
(signature must be notarized)

GRANTEE:

UNION SANITARY DISTRICT

By: _____

Name: Paul R. Eldredge, P.E.

Its: General Manager/District Engineer

(signature must be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

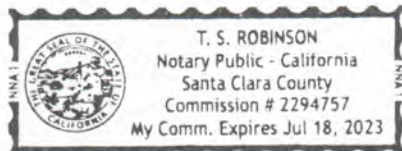
State of California

County of Santa Clara

On November 23, 2021 before me, T.S. Robinson, Notary Public, personally appeared Lance King, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



A handwritten signature in cursive script that reads "T. S. Robinson".

Signature of Notary Public

NOVEMBER 9, 2021
JOB NO.: 2373-000

EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT TO UNION SANITARY DISTRICT
PARCEL F (PORTION), TRACT 8399 - MISSION FALLS (357 M 17)

REAL PROPERTY, SITUATE IN THE CITY OF FREMONT, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL F, AS SAID PARCEL IS SHOWN AND SO DESIGNATED
ON THE MAP OF TRACT 8399 ENTITLED "MISSION FALLS", FILED FOR RECORD
SEPTEMBER 20, 2018 IN BOOK 357 OF MAPS AT PAGE 17, IN THE OFFICE OF
THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF PARCEL F AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERN LINE OF
SAID PARCEL F, NORTH 21°27'02" WEST 70.72 FEET, TO THE WESTERN CORNER
OF SAID PARCEL F;

THENCE, ALONG THE NORTHWESTERN LINE OF SAID PARCEL F, NORTH 65°25'00"
EAST 33.29 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 47°47'16" WEST 3.19
FEET;

THENCE, ALONG THE ARC OF A TANGENT 19.00 FOOT RADIUS CURVE TO THE
LEFT, THROUGH A CENTRAL ANGLE OF 69°14'18", AN ARC DISTANCE OF 22.96
FEET;

THENCE, SOUTH 21°27'02" EAST 52.78 FEET, TO A POINT ON THE
SOUTHEASTERN LINE OF SAID PARCEL F;


THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 65°47'30" WEST 18.02 FEET
TO SAID **POINT OF BEGINNING**.

CONTAINING 1,343 SQUARE FEET, MORE OR LESS.

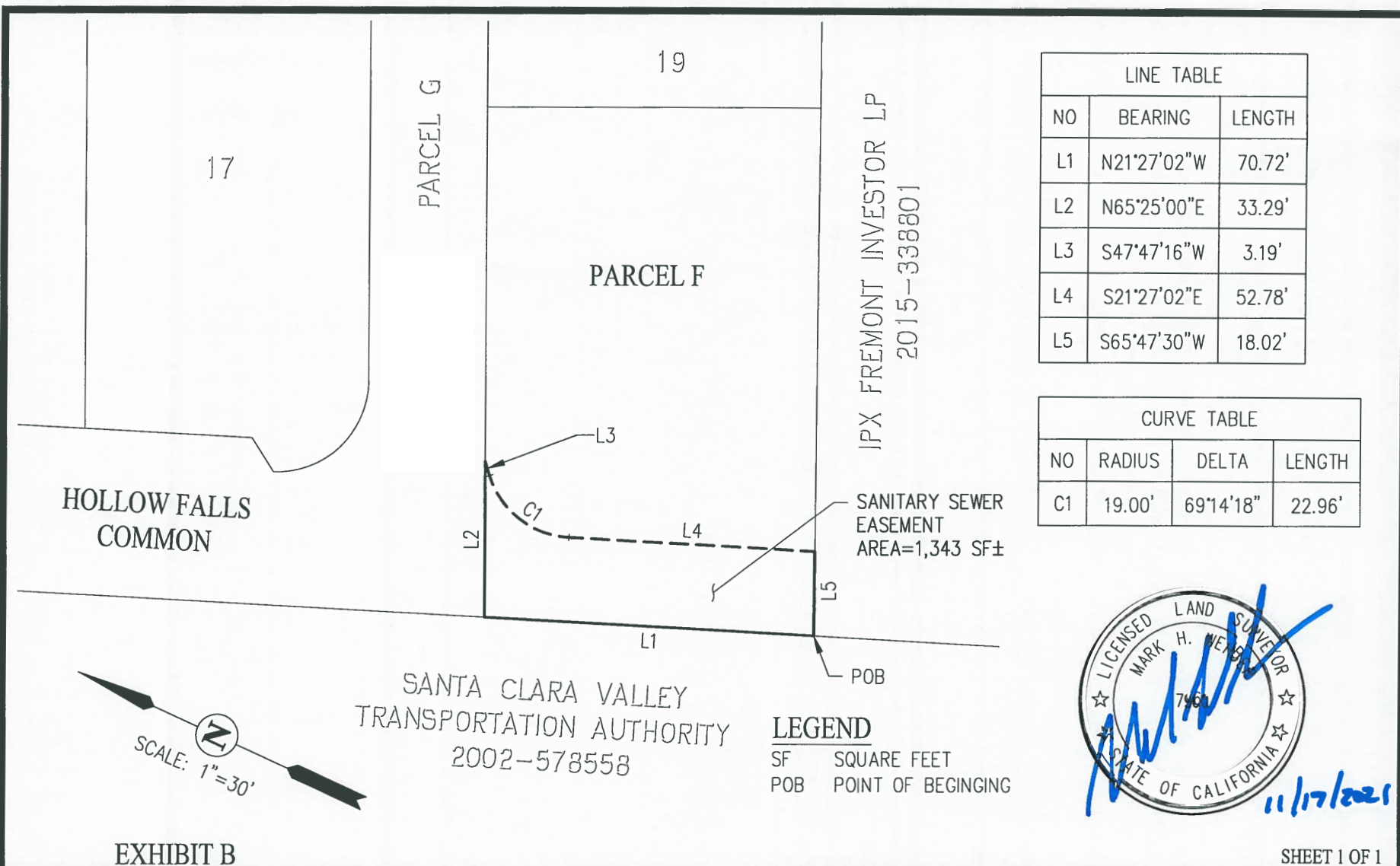
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



 11/17/2021

MARK WEHBER, P.L.S.
L.S. NO. 7960



PLAT TO ACCOMPANY LEGAL DESCRIPTION

SANITARY SEWER EASEMENT
PARCEL F (PORTION) TRACT 8399 - MISSION FALLS (357 M 17)
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA
NOVEMBER 9, 2021



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

CENTURY COMMUNITIES, INC.

AND

UNION SANITARY DISTRICT

Effective Date: January 10, 2022

CERTIFICATE OF ACCEPTANCE

(Grant of Easement)

This is to certify that the interest in real property conveyed by the Grant of Easement for Sanitary Sewer Purposes, dated November 24, 2021, from CENTURY COMMUNITIES, INC., to UNION SANITARY DISTRICT, an independent special district ("**District**"), is hereby accepted by the undersigned officer or agent on behalf of the District pursuant to authority conferred by Resolution No. _____, dated January 10, 2022, and the District consents to recordation thereof by its duly authorized officer.

Date: _____, 2022

District

UNION SANITARY DISTRICT

Paul R. Eldredge, General Manager

ACKNOWLEDGMENT

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

State of California)
) ss
County of Alameda)

On _____, 2022, before me, Regina Dyan McEvoy,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508
Attention: Board Clerk

(ABOVE LINE FOR RECORDER'S USE ONLY)

Exempt from Recording Fee
Per Gov't Code section 27383

GRANT OF SANITARY SEWER EASEMENT

This Grant of Sanitary Sewer Easement (the "**Agreement**") is made and entered into as of Nov. 24, 2021 ("**Effective Date**"), by and between CENTURY COMMUNITIES, INC., a Delaware corporation ("**Grantor**") and UNION SANITARY DISTRICT, a sanitary district organized under the laws of the State of California ("**Grantee**"). Grantor and Grantee may each be referred to as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Grantor is the fee owner of that certain real property located at Mission Falls Court and Mission Falls Lane in the City of Fremont, County of Alameda, State of California, identified as Tract 8399 recorded September 20, 2018, as Document Number 2018183688 of Alameda County Records, and more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference ("**Grantor Property**").

B. Union Sanitary District ("**USD**") desires to obtain an easement over a portion of the Grantor Property for sanitary sewer pipe and related appurtenances in order to effectuate the development of condominium townhomes and condominium flats.

C. The Parties enter into this Agreement to provide USD with a recorded easement for a sanitary sewer pipe and any related appurtenances and for ingress to and egress from the easement area and over Grantor Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

I. Grant of Sanitary Sewer Easement. Grantor hereby grants and dedicates to Grantee a non-exclusive perpetual easement in, over, under, and upon that certain real property described and depicted in Exhibit B ("**Easement Area**"), together with the perpetual right of ingress to and egress from the Easement Area, for sanitary sewer purposes, including the rights to access, excavate, install, replace, repair, reconstruct, upgrade, and maintain sanitary sewer pipes and facilities located within the Easement Area.

2. Limitation on Improvements; Landscaping. Grantor covenants and agrees to keep the Easement Area free and clear of buildings, trees, or structures of any kind, except for low level landscaping, legal fences, and ground surfacing such as gravel, brick, unreinforced concrete, stone and asphalt.

3. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this Agreement shall be of no force or effect. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

5. Recitals; Exhibits. The Recitals above and Exhibits attached hereto are incorporated herein by reference.

6. Covenants Running with the Land. Grantor Property is to be burdened by, and Grantee is to be benefited by, the provisions of this Agreement, and such property is to be benefited and burdened, as applicable by the covenants in this Agreement and is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing limitations, restrictions, easements, covenants, obligations and conditions. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor Property and all parties having or acquiring any right, title, or interest in Grantor Property and shall be binding upon and inure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

CENTURY COMMUNITIES, INC.

By: _____

Name: _____

Its: _____



NICHOLAS ARENSON

VICE PRESIDENT

(signature must be notarized)

GRANTEE:

UNION SANITARY DISTRICT

By: _____

Name: Paul R. Eldredge, P.E.

Its: General Manager/District Engineer

(signature must be notarized)

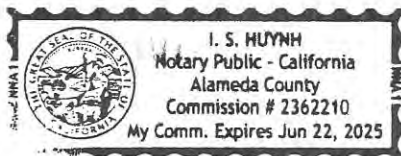
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Alameda)
 On Nov. 24 before me, I. S. Huynh, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Nicholas A. Aranson
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Sanitary Sewer Easement
 Document Date: Nov. 24, 2021 Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

NOVEMBER 9, 2021
JOB NO.: 2373-000

EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT TO UNION SANITARY DISTRICT
PARCEL G (PORTION), TRACT 8399 - MISSION FALLS (357 M 17)

REAL PROPERTY, SITUATE IN THE CITY OF FREMONT, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL G, AS SAID PARCEL IS SHOWN AND SO DESIGNATED
ON THE MAP OF TRACT 8399 ENTITLED "MISSION FALLS", FILED FOR RECORD
SEPTEMBER 20, 2018 IN BOOK 357 OF MAPS AT PAGE 17, IN THE OFFICE OF
THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE SOUTHERN LINE OF SAID PARCEL G,
SAID POINT BEING THE WESTERNMOST CORNER OF PARCEL F AS SAID PARCEL F
IS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWEST LINE OF SAID
PARCEL G, SAID LINE BEING ALSO THE TRACT BOUNDARY AS SHOWN ON SAID
MAP, NORTH 21°27'02" WEST 25.04 FEET;

THENCE, LEAVING SAID SOUTHWEST LINE, NORTH 65°25'00" EAST 220.26 FEET;

THENCE, ALONG THE ARC OF A TANGENT 19.50 FOOT RADIUS CURVE TO THE
LEFT, THROUGH A CENTRAL ANGLE OF 05°53'13", AN ARC DISTANCE OF 2.00
FEET;

THENCE, NORTH 24°35'00" WEST 121.29 FEET;

THENCE, NORTH 25°43'18" WEST 25.17 FEET;

THENCE, NORTH 24°35'00" WEST 253.94 FEET;

THENCE, NORTH 65°25'00" EAST 170.59 FEET;

THENCE, SOUTH 60°07'16" EAST 7.99 FEET;

THENCE, NORTH 65°25'00" EAST 16.44 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 57.00 FOOT RADIUS CURVE TO THE
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 76°23'34" EAST,
THROUGH A CENTRAL ANGLE OF 25°47'19", AN ARC DISTANCE OF 25.66 FEET;

THENCE, SOUTH 65°25'00" WEST 5.57 FEET;

THENCE, SOUTH 10°57'16" WEST 8.60 FEET;

LEGAL DESCRIPTION

PAGE 2 OF 2

NOVEMBER 9, 2021
JOB NO.: 2373-000

THENCE, SOUTH 65°25'00" WEST 102.99 FEET;

THENCE, NORTH 60°07'16" WEST 8.60 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 25°20'09" EAST, THROUGH A CENTRAL ANGLE OF 89°14'51", AN ARC DISTANCE OF 30.37 FEET;

THENCE, SOUTH 24°35'00" EAST 332.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 44.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 69.90 FEET;

THENCE, SOUTH 65°25'00" WEST 221.63 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 28,318 SQUARE FEET, MORE OR LESS.

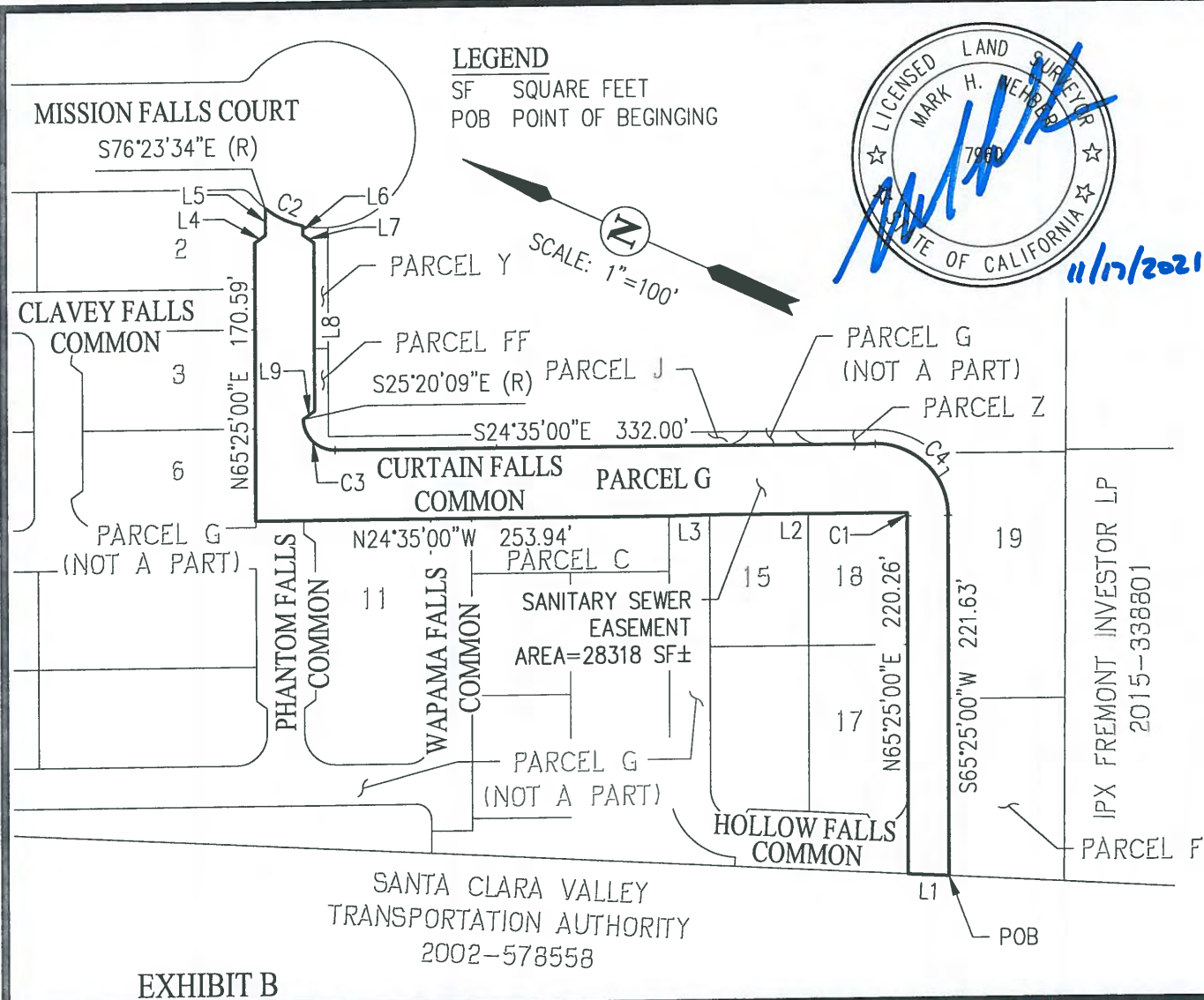
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



 11/17/2021

MARK WEHBER, P.L.S.
L.S. NO. 7960



LINE TABLE		
NO	BEARING	LENGTH
L1	N21°27'02"W	25.04'
L2	N24°35'00"W	121.29'
L3	N25°43'18"W	25.17'
L4	S60°07'16"E	7.99'
L5	N65°25'00"E	16.44'
L6	S65°25'00"W	5.57'
L7	S10°57'16"W	8.60'
L8	S65°25'00"W	102.99'
L9	N60°07'16"W	8.60'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.50'	5°53'13"	2.00'
C2	57.00'	25°47'19"	25.66'
C3	19.50'	89°14'51"	30.37'
C4	44.50'	90°00'00"	69.90'

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SANITARY SEWER EASEMENT
PARCEL G (PORTION) TRACT 8399 - MISSION FALLS (357 M 17)
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

NOVEMBER 9, 2021



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

QUITCLAIM DEED – EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, UNION SANITARY DISTRICT, a public sanitary district, does hereby REMISE, RELEASE AND QUITCLAIM to CENTURY COMMUNITIES, INC., and its successors, and assigns the real property in the City of FREMONT, County of ALAMEDA, State of CALIFORNIA, described as follows:

One sanitary sewer easement, granted to the Union Sanitary District as described in that certain Grant of Easement accepted by the Union Sanitary District Board of Directors by Resolution 2834 on September 10, 2018, and recorded September 27, 2018, as document number 2018188270 of the Official Records of Alameda County, more particularly described in Exhibit A, and portrayed graphically in Exhibit B hereto.

Date: _____, 2022.

PAT KITE
President, Board of Directors
Union Sanitary District

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM-SANITARY SEWER EASEMENT
ADJUSTED PARCEL 4, CERTIFICATE OF COMPLIANCE, DN 2016321237
FREMONT, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 4, AS SAID ADJUSTED PARCEL 4 IS
DESCRIBED IN THE CERTIFICATE OF COMPLIANCE, RECORDED DECEMBER 9, 2016,
AS DOCUMENT NO. 2016321237, IN THE OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN TEN (10) AND TWENTY (20) FOOT WIDE
SANITARY SEWER EASEMENT SHOWN AND SO DESIGNATED ON PARCEL MAP NO.
3984, RECORDED SEPTEMBER 14, 1983, IN BOOK 141 OF MAPS, AT PAGE 14, IN
SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF MISSION FALLS
COURT, SAID POINT BEING THE CORNER COMMON TO ADJUSTED PARCEL 3 AND
ADJUSTED PARCEL 4 IN SAID CERTIFICATE OF COMPLIANCE (DN 2016321237);

THENCE, FROM SAID **POINT OF COMMENCEMENT**, ALONG SAID SOUTHWESTERLY LINE
OF MISSION FALLS COURT, SOUTH 24°34'58" EAST 96.39 FEET, TO THE **POINT**
OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID
SOUTHWESTERLY LINE, SOUTH 24°34'58" EAST 10.00 FEET;

THENCE, LEAVING SAID SOUTHWESTERLY LINE, SOUTH 65°25'00" WEST 375.94
FEET;

THENCE, SOUTH 21°27'02" EAST 631.59 FEET, TO THE EXTERIOR LINE OF SAID
ADJUSTED PARCEL 4 (DN 2016321237);

THENCE, ALONG SAID EXTERIOR LINE, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 65°47'30" WEST 20.02 FEET,

2) NORTH 21°27'02" WEST 641.47 FEET,

THENCE, LEAVING SAID EXTERIOR LINE, NORTH 65°25'02" EAST 395.42 FEET
TO SAID **POINT OF BEGINNING**.


LEGAL DESCRIPTION
PAGE 2 OF 2

CONTAINING 16,587 SQUARE FEET OR 0.38 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION




JOEL GARCIA, P.L.S.
L.S. NO. 5285
08-07-2018

S24°34'58"E 96.39'

MISSION FALLS COURT

-S24°34'58"E 10.00'

ADJUSTED
PARCEL 3
D.N. 2016-321236

395.42' E 375.94' W

SANITARY SEWER EASEMENT
IN FAVOR OF UNION
SANITARY DISTRICT
0.38 AC±

S65°47'30"W 20.02'

S21°27'02"E 631.59'

N21°27'02"W 641.47'

SCVTA



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866 - 0322
WEST SACRAMENTO • (916) 375 - 1877

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Review and Consider Approval of Technical Services Workgroup Manager Position Description, and Revision To Salary Range (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Workgroup Manager/CFO
Gene Boucher, Human Resources Manager

Recommendation

Consider and approve the Technical Services Workgroup Manager position description and adjustments to the salary range.

Discussion

With the retirement of the Technical Services Workgroup Manager, the District reviewed the job description and salary range for the position. The job description has been updated to reflect the duties of the position, along with some language cleanup.

The District conducted a Market Survey for the position, and based on the results of the survey, the salary range for the position has been lowered by five percent (5%) to align the position with the current market.

The revised job descriptions, along with salary ranges, were previously reviewed at a Board workshop. The Job Description has been updated, and the salary range has been adjusted to reflect the recent market survey average conducted by the District.

The salary range for the Manager, Technical Services will be, \$188,599.80 to \$247,537.24 annually.

Background

The job description for the Technical Services manager was last updated in October 2003 and has not been revised since then.

Previous Board Action

The Board first Approved the job description in 1997, and then in October 2003 when it was revised.

Attachments

- Redlined Technical Services Workgroup Manager Position Description
- Revised Technical Services Workgroup Manager Position Description

Manager, Technical Services

Class Code: 4101

UNION SANITARY DISTRICT

Revision Date: ~~Jun 17, 2011~~~~October~~December 2021

SALARY RANGE

~~\$95,2190.67~~ - ~~\$124,96119.01~~ Hourly
~~\$7,616.53~~~~7,253.84~~ - ~~\$9993.709~~~~520.66~~ Biweekly
~~\$16,502.48~~~~15,716.65~~ - ~~\$21,659.51~~~~20,628.10~~ Monthly
~~\$198,029.79~~~~188,599.80~~ - ~~\$259,914.10~~~~247,537.24~~ Annually

DESCRIPTION:

~~Reporting to the General Manager, the Technical Support & Customer Services (TSCS) Manager is responsible for ensuring the high quality and timely delivery of technical projects and programs, while minimizing the impacts on customers, rate payers, and stakeholders~~

~~Under general direction from the General Manager, the Technical Support & Customer Services (TSCS) Manager is a professional executive level position that; plans, organizes, and directs the District's Engineering and Technical Services Workgroup. —The TSCS ;—establishes goals and objectives for the department and internal policies and procedures related to District activities.;~~
~~Through subordinate coaches, the TSCS directs the work of staff engaged in engineering and technical services, customer service and environmental compliance program activities and ensures the effectiveness of District programs and initiatives.; The TSCS provides reasonable advice and counsel to the Board, General Manger, and Executive Team on a variety of engineering, and technical services, customer service and environmental compliance issues. The TSCS Executive Team to develop district wide initiatives and to advance the goals and mission of the District;The TSCS provides highly responsible administrative staff assistance to the General Manager; represents the dDistrict to outside groups and organizations and; serves as District liaison on various inter-agency coordination projects; and performs related work as required.~~

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from the General Manager and Board of Directors. -Exercises general direction over management staff (Coaches), and indirect supervision over professional, and technical, customer service and environmental compliance personnel within the workgroup. May in times of absence serve as the acting General Manager.

EXAMPLES OF DUTIES:

Technical Responsibilities

- The Technical Support & Customer Services Manager dDevelops, promotes, supports, and ensures compliance with District-wide, workgroup, and team safety policies, procedures, District-wide initiatives, work practices, and safety initiatives; participates in

investigations of serious accidents; and ensures compliance with regulatory requirements relating to the collection system.

- Critical activities include development of the ~~five and ten year~~ Capital Improvement Programs that ensures the integrity of the existing infrastructure and provides future capacity for growth in the District; budget management; coaching and mentoring of technical professionals; oversight of the industrial pretreatment program; permitting program for developer projects; pollution prevention program; sewer service charge and capacity fee activities; updates, approved and administers report preparation (in coordination with the Business Services Workgroup Manager; review of plans and specifications for District treatment, transport, and collection system projects; construction inspection; oversight of the GIS database maintenance; and assistance in resolving customer concerns.
- Plans, develops, and implements goals and objectives for the ~~Engineering and Technical Services Workgroup;~~ prepares and administers internal policies and procedures related to ~~Engineering and the~~ Technical Services program activities; interprets and explains applicable rules, laws, and regulations to Executive Team, Coaches, and others.
- Directs, oversees, and participates in the development of the workgroup program work plan; assigns work activities, projects, and programs; monitors ~~work-flow~~ workflow; reviews and evaluates work products, methods, and procedures; implements needed work process and automation improvements, and methods for improving customer service.
- Serves ~~and as~~ engineer in responsible charge for all engineering designs completed by District staff.
- Performs a variety of difficult professional engineering and design activities including providing oversight to various capital improvement projects; participates in master planning for facilities and service areas; reviews detailed facilities design, including plans, specifications, contract documents and cost estimates and oversees contract administration for capital projects
- Negotiates agreement with developers; procures and manages various technical and professional consultants; oversees negotiation for property and right-of-way acquisitions.
- Coordinates the District's recycled water goals and directives.
- Serves on a variety of standing and ad-hoc committees and District committees while providing leadership to those efforts.
- Represents the District to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance, as necessary.

Management Responsibilities

- The TSCS Manager is a resource to the General Manager and Board of Directors on technical and management programs. Attends Board of Directors and Board Committee meetings; prepares and presents staff reports and agenda items for consideration by the Board; serves as an advisor to the General Manager and Board of Directors on

engineering, the technical services, customer service and environmental compliance services issues.

- Represents the District at state, regional, and local meetings as well as on District task forces and committees. May act as District liaison on various inter-agency coordination projects. May lead a team of District staff engages in discussions with representatives of other governmental entities. Makes presentations to public groups regarding District activities and programs.
- Participates as a member of the ~~USD~~ Executive Team in District-wide policy and planning activities, including development of the District's Balanced Scorecard and other strategic planning activities and initiatives; develops performance measures and implements objectives to meet District goals; ensures that team plans are in alignment with District-wide and work group strategic plans and initiatives.
- Coordinates staff and resources to implement plans, including technical and organizational activities; develops and administers the annual budget; manages and carries out technical and administrative projects; and occasionally performs the duties of General Manager on an interim basis in the General Manager's absence.
- Communication effectively, both orally and in writing.
- Make effective written, graphic, and oral presentation of complex and highly technical information.
- Selects, trains, motivates, and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures in coordination with Human Resources; maintains discipline and high standards necessary for the efficient and professional operation of the Workgroup.
- Builds and maintains positive working relationships with co-workers, other District employees, and the public using principles of good customer service.

Leadership

- ~~The TSCS Manager carries out recruitment and selection, employee relations, performance management, and recognition activities.~~
- Mentors Coaches in carrying out their responsibilities in each of the areas stated above and assists Coaches to work effectively with individual employees and teams.
- Supports Coaches in working with the ~~Quality Coordinator~~Organizational Performance Manager and teams to apply the principles of total quality to day-to-day operations, including the development and application of benchmarking data, other work group metrics, and process improvements.
- Supports the Star Point and Team Coordinator Programs, as well as other District-wide programs and initiatives.

Interpersonal Abilities

- The TSCS Manager practices clear, timely, honest communication, promoting openness, mutual respect, and collaborative working ~~relationships;~~relationships.

- The TSCS Manager helps create a strong performance ethic within the work-group; encourages initiative and risk-taking; and mentors Coaches to help their teams work effectively, including managing conflict and change.
- Must work collaboratively in a team environment considering the interest of all stakeholders.

QUALIFICATIONS REQUIREMENTS:

The Technical Support and Customer Services Manager must have extensive technical knowledge and experience and be able to apply this knowledge and experience in performing the technical duties of this classification.

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the knowledge, skills, and abilities would be the equivalent of:

Education and Experience:

~~Knowledge, experience, skills & abilities needed for this position:~~

~~The Technical Support and Customer Services Manager must have extensive technical knowledge and experience and be able to apply this knowledge and experience in performing the technical duties of this classification.~~

~~A typical way to have gained these qualifications is:~~ Bachelor's degree from an accredited college or university with a major in civil, sanitary, or environmental engineering, or a related field, and ten (10) years of progressively responsible experience in environmental engineering and five (5) years' experience in managing, supervising or supervising or directing the work of environmental professionals. A master's degree is highly desirable.

~~Knowledge, experience, sSkills & aAbilities needed for this position:~~

The TSCS Manager Must Have Knowledge of:

- The The TSCS Manager must have a clear understanding of the District's goals and initiatives and be able to communicate these goals;
- be able to conceptualize and translate concepts into programs.
- ; and use eExcellent judgment in carrying out both technical and management responsibilities, addressing issues with integrity, fairness, and flexibility.
- The incumbent must effectively delegate work; identify and mitigate potential problems; learn from mistakes and allow subordinates to do the same.
- Civil engineering principles, terms, practices, and methods applicable to wastewater utilities.
- Wastewater treatment and collection and transport systems.
- Principles of management administration.
- Principles and practices of civil engineering as applicable to the planning, design, and construction of wastewater utilities including recycled water.

- Principles and practices of construction methods and inspection techniques, including materials and equipment used in the construction of wastewater collection, treatment, and recycled water facilities.
- Federal, state, and local laws and regulations relating to wastewater facility design, construction.
- Environmental controls and the conduct of engineering projects.
- Engineering capital project management techniques and methods.
- Public contracting and contract management practices.
- Budget preparation and administration.
- Engineering mathematics through calculus and statistical analysis methods.
- Effective employee supervision, training, and personnel management, including work planning, assignment, review and evaluation, and the training of staff.
- Employee relations concepts and methods including leadership, motivation, team building and conflict resolution.
- Modern office practices, methods, and computer equipment and applications related to the work, including word processing, database, spreadsheet, and specialized software applications programs.

The TSCS Manager must also have outstanding verbal communication and interpersonal skills; understand the interests of others and work collaboratively; promote support by staff for his/her decisions; establish and maintain excellent working relationships with District staff, the Board of Directors, outside agencies, consultants, and the public; positively influence others; be a mentor, coach, and team player; and possess strong written communication skills.

Skill and Ability to:

- Plan, organize, and direct an effective engineering and technical services program.
- Analyze, interpret, and apply information, choose among alternative courses of action, and develop sound recommendations.
- Understand and implement laws, regulations, policies, and procedures.
- Plan, assign, and supervise the work of subordinate staff.
- Maintain positive employee relations within the department.
- Maintain detailed and accurate records.
- Prepare clear and concise written reports including those submitted to the Board of Directors.
- Prepare and make verbal presentation of technical material to technical and no-technical audiences.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Licenses, Certificates, or Credentials:

- Must possess valid California registration as a Professional Civil Engineer.
- Must possess a valid Class C California driver's license, ~~have~~have, and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles.

ADDITIONAL INFORMATION:

Other Requirements: Must possess the physical characteristics to perform the critical and important duties of the job.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local or their own community.

OTHER REQUIREMENTS:

Approved by the Board of Directors: ~~1997~~2021

Revised: ~~October, 2003~~October 2021

Position status: Unclassified, Exempt (Adm/Mgr/Sup)

Manager, Technical Services

Class Code: 4101

UNION SANITARY DISTRICT

Revision Date: December 2021

SALARY RANGE

\$90.67- \$119.01 Hourly
\$7,253.84 - \$9,520.66 Biweekly
\$15,716.65 - \$20,628.10 Monthly
\$188,599.80 - \$247,537.24 Annually

DESCRIPTION:

Under general direction from the General Manager, the Technical Services (TS) Manager is a professional executive level position that plans, organizes, and directs the District's Technical Services Workgroup. The TS establishes goals and objectives for the department and internal policies and procedures related to District activities. Through subordinate coaches, the TS directs the work of staff engaged in engineering and technical services, customer service and environmental compliance program activities and ensures the effectiveness of District programs and initiatives. The TS provides reasonable advice and counsel to the Board, General Manager, and Executive Team on a variety of engineering, technical services, customer service and environmental compliance issues. The TS provides highly responsible administrative staff assistance to the General Manager; represents the District to outside groups and organizations and serves as District liaison on various inter-agency coordination projects; and performs related work as required.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from the General Manager. Exercises general direction over management staff (Coaches), and indirect supervision over professional, technical, customer service and environmental compliance personnel within the workgroup. May in times of absence serve as the acting General Manager.

EXAMPLES OF DUTIES:

Technical Responsibilities

- Develops, promotes, supports, and ensures compliance with District-wide, workgroup, and team safety policies, procedures, District-wide initiatives, work practices, and safety initiatives; participates in investigations of serious accidents; and ensures compliance with regulatory requirements relating to the collection system.
- Critical activities include development of the Capital Improvement Programs that ensures the integrity of the existing infrastructure and provides future capacity for growth in the District; budget management; coaching and mentoring of technical professionals; oversight of the industrial pretreatment program; permitting program for developer

projects; pollution prevention program; sewer service charge and capacity fee activities; updates, approved and administers report preparation (in coordination with the Business Services Workgroup Manager; review of plans and specifications for District treatment, transport, and collection system projects; construction inspection; oversight of the GIS database maintenance; and assistance in resolving customer concerns.

- Plans, develops, and implements goals and objectives for the Technical Services Workgroup; prepares and administers internal policies and procedures related to the Technical Services program activities; interprets and explains applicable rules, laws, and regulations to Executive Team, Coaches, and others.
- Directs, oversees, and participates in the development of the workgroup program work plan; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods, and procedures; implements needed work process and automation improvements, and methods for improving customer service.
- Serves as engineer in responsible charge for all engineering designs completed by District staff.
- Performs a variety of difficult professional engineering and design activities including providing oversight to various capital improvement projects; participates in master planning for facilities and service areas; reviews detailed facilities design, including plans, specifications, contract documents and cost estimates and oversees contract administration for capital projects
- Negotiates agreement with developers; procures and manages various technical and professional consultants; oversees negotiation for property and right-of-way acquisitions.
- Coordinates the District's recycled water goals and directives.
- Serves on a variety of standing and ad-hoc committees and District committees while providing leadership to those efforts.
- Represents the District to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance, as necessary.

Management Responsibilities

- The TSCS Manager is a resource to the General Manager and Board of Directors on technical and management programs. Attends Board of Directors and Board Committee meetings; prepares and presents staff reports and agenda items for consideration by the Board; serves as an advisor to the General Manager and Board of Directors on engineering, technical services, customer service and environmental compliance issues.
- Represents the District at state, regional, and local meetings as well as on District task forces and committees. May act as District liaison on various inter-agency coordination projects. May lead a team of District staff engages in discussions with representatives of other governmental entities. Makes presentations to public groups regarding District activities and programs.
- Participates as a member of the Executive Team in District-wide policy and planning activities, including development of the District's Balanced Scorecard and other strategic planning activities and initiatives; develops performance measures and implements

objectives to meet District goals; ensures that team plans are in alignment with District-wide and work group strategic plans and initiatives.

- Coordinates staff and resources to implement plans, including technical and organizational activities; develops and administers the annual budget; manages and carries out technical and administrative projects; and occasionally performs the duties of General Manager on an interim basis in the General Manager's absence.
- Communication effectively, both orally and in writing.
- Make effective written, graphic, and oral presentation of complex and highly technical information.
- Selects, trains, motivates, and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures in coordination with Human Resources; maintains discipline and high standards necessary for the efficient and professional operation of the Workgroup.
- Builds and maintains positive working relationships with co-workers, other District employees, and the public using principles of good customer service.

Leadership

- Mentors Coaches in carrying out their responsibilities in each of the areas stated above and assists Coaches to work effectively with individual employees and teams.
- Supports Coaches in working with the Organizational Performance Manager and teams to apply the principles of total quality to day-to-day operations, including the development and application of benchmarking data, other work group metrics, and process improvements.
- Supports the Star Point and Team Coordinator Programs, as well as other District-wide programs and initiatives.

Interpersonal Abilities

- The TS Manager practices clear, timely, honest communication, promoting openness, mutual respect, and collaborative working relationships.
- The TS Manager helps create a strong performance ethic within the workgroup; encourages initiative and risk-taking; and mentors Coaches to help their teams work effectively, including managing conflict and change.
- Must work collaboratively in a team environment considering the interest of all stakeholders.

REQUIREMENTS:

The Technical Services Manager must have extensive technical knowledge and experience and be able to apply this knowledge and experience in performing the technical duties of this classification.

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the knowledge, skills, and abilities would be the equivalent of:

Education and Experience:

Bachelor's degree from an accredited college or university with a major in civil, sanitary, or environmental engineering, or a related field, and ten (10) years of progressively responsible experience in environmental engineering and five (5) years' experience in managing, supervising or directing the work of environmental professionals. A master's degree is highly desirable.

Knowledge, Skills & Abilities:

The TS Manager Must Have Knowledge of:

- The District's goals and initiatives and be able to communicate these goals.
- Able to conceptualize and translate concepts into programs.
- Excellent judgment in carrying out both technical and management responsibilities, addressing issues with integrity, fairness, and flexibility.
- The incumbent must effectively delegate work; identify and mitigate potential problems; learn from mistakes and allow subordinates to do the same.
- Civil engineering principles, terms, practices, and methods applicable to wastewater utilities.
- Wastewater treatment and collection and transport systems.
- Principles of management administration.
- Principles and practices of civil engineering as applicable to the planning, design, and construction of wastewater utilities including recycled water.
- Principles and practices of construction methods and inspection techniques, including materials and equipment used in the construction of wastewater collection, treatment, and recycled water facilities.
- Federal, state, and local laws and regulations relating to wastewater facility design, construction.
- Environmental controls and the conduct of engineering projects.
- Engineering capital project management techniques and methods.
- Public contracting and contract management practices.
- Budget preparation and administration.
- Engineering mathematics through calculus and statistical analysis methods.
- Effective employee supervision, training, and personnel management, including work planning, assignment, review and evaluation, and the training of staff.
- Employee relations concepts and methods including leadership, motivation, team building and conflict resolution.
- Modern office practices, methods, and computer equipment and applications related to the work, including word processing, database, spreadsheet, and specialized software applications programs.

The TS Manager must also have outstanding verbal communication and interpersonal skills; understand the interests of others and work collaboratively; promote support by staff for his/her decisions; establish and maintain excellent working relationships with District staff, the Board of

Directors, outside agencies, consultants, and the public; positively influence others; be a mentor, coach, and team player; and possess strong written communication skills.

Skill and Ability to:

- Plan, organize, and direct an effective engineering and technical services program.
- Analyze, interpret, and apply information, choose among alternative courses of action, and develop sound recommendations.
- Understand and implement laws, regulations, policies, and procedures.
- Plan, assign, and supervise the work of subordinate staff.
- Maintain positive employee relations within the department.
- Maintain detailed and accurate records.
- Prepare clear and concise written reports including those submitted to the Board of Directors.
- Prepare and make verbal presentation of technical material to technical and non-technical audiences.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Licenses, Certificates, or Credentials:

- Must possess valid California registration as a Professional Civil Engineer.
- Must possess a valid Class C California driver's license, have, and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles.

ADDITIONAL INFORMATION:

Other Requirements: Must possess the physical characteristics to perform the critical and important duties of the job.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local or their own community.

Approved by the Board of Directors: 2021

Revised: October 2021

Position status: Unclassified, Exempt (Adm/Mgr/Sup)

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS SPECIAL MEETING
AGENDA ITEM #15**

TITLE: Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361 *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen W. Murphy, General Counsel
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Adopt the attached resolution authorizing the use of teleconference meetings in compliance with AB 361.

Discussion

AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. As directed by the Board on September 27, 2021, the District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The Board adopted resolutions on October 25, 2021, November 8, 2021, November 15, 2021, and December 13, 2021, authorizing the use of teleconference meetings. The attached resolution includes and reaffirms the findings required by AB 361 to allow the District to continue to hold teleconferenced meetings and include an updated reference to the Omicron variant.

As required, District staff will include a similar resolution on Board agendas every 30 days in order to allow the Board to continue to assess the need for teleconferenced meetings.

Background

AB 361 was signed into law by the Governor on September 16, 2021, and amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a “proclaimed state of emergency” by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

AB 361 prohibits councils and boards from limiting public comments to those submitted in advance of the meeting and specifies that the legislative body “must provide an opportunity for the public to ... offer comment in real time.” (Government Code 54953(e)(2)(E)). Additionally, the body must allow a reasonable time for public comment during the comment periods. The District allows for email comments to be submitted throughout Board meeting and the Board Clerk checks for emails continuously, including during the public comment portion for each agenda item.

The agenda must include information on the manner in which the public may access the meeting and provide comments remotely. AB 361 provides that if technical problems arise that result in the public’s access being disrupted, the legislative body may not take any vote or other official action until the technical disruption is corrected and public access is restored.

In addition, as noted in the Discussion section above, AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. AB 361 will sunset on January 1, 2024.

Previous Board Action

12/13/21 Board Meeting – The Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361.

11/15/21 Special Board Meeting – The Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361.

11/8/21 Board Meeting – The Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361.

10/25/21 Board Meeting – The Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361.

9/27/21 Board Meeting – The Board directed staff to continue with teleconferenced meetings under AB 361.

RESOLUTION NO. __

**A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE
USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361**

WHEREAS, the Union Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Union Sanitary District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code 54953(e) permits teleconferencing in the event that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that either state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body finds that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in response to the rapid spread of the highly contagious disease known as COVID-19; and

WHEREAS, on August 3, 2021, the Health Officer of the County of Alameda adopted Order No. 21-03 stating that the Delta variant has been circulating in the County, is highly transmissible in indoor settings and requires multi-component prevention strategies to prevent spread, and that hospitalizations are increasing; and

WHEREAS, despite ongoing efforts to promote masking and vaccinations, COVID-19 continues to threaten the health and lives of the public, especially with the existence of the Delta variant, which is highly transmissible in indoor settings, and the Omicron variant, which is even more transmissible than the Delta variant with case counts increasing daily; and

WHEREAS, the increased risk of contracting COVID-19 associated with being indoors with others has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, on October 25, 2021, the Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 8, 2021, the Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 15, 2021, the Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on December 13, 2021, the Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, the Board now desires to reaffirm and make the findings required to continue holding teleconference meetings in compliance with AB 361 due to the continuing public health threat of COVID-19.

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

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

2. The Union Sanitary District Board finds and declares that the circumstances set forth in Government Code section 54953(e)(1), exist because the State of Emergency continues to exist and meeting in person would present imminent risks to the health and safety of attendees.

3. Pursuant to the requirements of Government Code Section 54953 (e)(3), the District Board makes the following findings:

(a) The District Board has considered the circumstances of the continuing state of emergency;

(b) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;

(c) Due to COVID-19, holding meetings in person will present imminent risks to the health and safety to attendees; and

(d) The District Board will continue to meet by teleconference in accordance with Government Code section 54953(e).

4. The aforementioned findings apply to all committees and subcommittees of the District which are classified as legislative bodies pursuant to Government Code Section 54952.

5. The District Board will reconsider every 30 days, the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person.

6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 10th day of January, 2022.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

TITLE: **Agreement with DCM Consulting for Geotechnical Consulting Services (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach

Recommendation
Information only.

Discussion

On December 3, 2021, the District entered into a geotechnical consulting services agreement with DCM Consulting Inc., for a not-to-exceed amount of \$40,000 and a two-year period. The agreement provides for consulting services on geotechnical engineering issues related to various District projects, on an as-needed basis.

Previously, on February 11, 2019, the District entered into an agreement for \$40,000 for a two-year period. Four task orders and one amendment totaling \$34,983.75 were executed under the agreement.

A summary of the task orders and amendment is provided in Table 1 below.

Table 1 – Summary of Task Orders and Amendment

TO / Amendment Number	Execution Date	Description	Not-to-Exceed Amount
TO 1	February 11, 2019	Dumbarton Transit-Oriented Development and USD Force Mains	\$19,246.50
TO 2	June 13, 2019	Pine Street	\$3,000.00
TO 3	June 6, 2020	Tract 7728 Turk Island Landfill	\$3,270.75
TO 4	June 11, 2020	Ardenwood IV-I at 7650 Dumbarton Circle	\$3,045.75
Amendment 1 to TO 1	June 16, 2020	Dumbarton Transit-Oriented Development and USD Force Mains	\$6,420.75
		Total	\$34,983.75

Background

Although the Technical Services Work Group Manager has signing authority to enter into agreements of \$50,000 or less, the Board has asked that an information item be provided when a general engineering services agreement such as this is executed.

Since 1993, the District has utilized the geotechnical consulting services of David C. Mathy through his consulting firm, DCM Consulting, Inc. (formerly Jacobs Associates, GeoEngineers, DCM Engineering, and DCM/Joyal Engineers) for projects with significant underground construction work. These services included site background investigations; soil borings to determine the type of soils and groundwater level to be expected; soils testing and analysis; recommendations for the excavation and trench shoring systems; and the materials and methods for backfilling excavations and structure foundations. Staff has relied on Mr. Mathy's extensive experience in the geotechnical field and his knowledge of the often difficult soils and groundwater conditions prevalent in the District's service area. Additionally, staff has developed an excellent working relationship with Mr. Mathy, and has found his services to be timely and valuable.

Previous Board Action

None

PRE/RC/RA;mb

Attachment: Agreement

**GEOTECHNICAL CONSULTING SERVICES
AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
DMC CONSULTING, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF December, 3 2021,
BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and
DCM CONSULTING, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to consult with the Engineer on geotechnical issues related to various projects (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Engineer is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

- 1.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Order as mutually agreed by District and Engineer.
- 1.2 All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.

ARTICLE 2 - COMPENSATION

- 2.1 Compensation for consulting services performed under this Agreement shall include:

- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Engineer's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Engineer's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Engineer.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.
- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.
- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.

- 4.5 Bear all costs incident to compliance with the requirements of this Section.

ARTICLE 5 - STANDARD OF CARE

- 5.1 Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Engineer under similar circumstance and Engineer shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.
- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.

10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.

10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.

11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.

11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;

3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

- 11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.
- 11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.
- 11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.
- 11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants.

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, whichever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders,

codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this

Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 15), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

ARTICLE 21 – NOT USED

ARTICLE 22 – NOT USED

ARTICLE 23 - EXCEPTIONS

- 23.1 Replace Article 2.1 with the following:

“2.1 Compensation for consulting services performed under this Agreement shall include:

- (1) Labor rates in accordance with the attached Exhibit A – Fee Schedule. Such rates shall include compensation for direct labor, fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charges.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct Labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the time of executive and administrative personnel and other whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the others whose time is not identifiable to the Project or to any same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) Other non-labor direct project charges are not included in the Engineer's overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

23.2 Add new Article 2.10 to read as follows:

"2.10 – Total compensation shall not exceed \$40,000 over a period of two (2) years."

23.3 Add new Article 3.4 to read as follows:

"3.4- The term of this Agreement shall be (2) years from the date of this Agreement."

23.4 Replace Article 11.6 with following:

"11.6 Engineer will furnish the District with certificates of insurance and endorsements issues by Engineer's insurance carrier and countersign by an authorized agent or representative of the

insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance."

23.5 Add new Article 11.7 as follows:

"11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

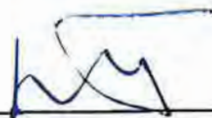
The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants."

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

DCM CONSULTING, INC.

By: Sami Ghossain Digitally signed by Sami Ghossain
Date: 2021.12.03 15:10:25 -08'00'

By: 

Name: Sami Ghossain

Name: David C. Mathy

Title: Manager of Technical Services

Title: Principal Engineer

Date: 12/03/2021

Date: 12/24/21



**Summary of the EBDA Commission Meeting
Thursday, November 18, 2021, at 9:30 a.m.**

- Commissioners Cutter, Duncan, Johnson, Andrews, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Johnson moved to approve the Commission Meeting Minutes of October 21, 2021; List of Disbursements for October 2021; Treasurer's Report for October 2021; Final Adjusted Treasurer's Reports for June, July, August, and September 2021; and First Quarter Expense Summary, Fiscal Year 2021/2022. The motion was seconded by Commissioner Toy and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Regulatory Affairs, Financial Management, Operations & Maintenance, and Personnel Committees. The following items were discussed:
 - **Audited Financial Statements 2020/2021 Presentation**
John Cropper from Cropper Accountancy Corporation, the Authority's financial audit firm, reported that he and his team are working with staff on the FY 2020/2021 audit report, including assessing risks, and they have no material comments at this time. Chair cutter thanked Mr. Cropper for his work.
 - **Resolution Authorizing Remote Teleconference Meetings Pursuant to AB 361**
Legislation AB 361 allows agencies to continue conducting remote meetings should there be a declared State of Emergency. Chair Cutter moved to approve the item. The resolution was seconded by Commissioner Toy and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **General Managers Report**
The General Manager (GM) introduced Bert "Bubba" Manzo as the Authority's new Administrative Support Specialist. The GM noted that the January Commission meetings may need to be rescheduled due to the upcoming California Association of Sanitation Agencies (CASA) Conference and other conflicts. An email will be circulated to identify a preferred time. The GM then provided an update on the Bruce Wolfe Scholarship, highlighting that Bruce's widow is very honored and supportive. The scholarship will be broadened from just women to students in the environmental field from all underrepresented groups. An update was provided on the Hayward Area Shoreline Planning Agency (HASPA) reformulation process. In addition to EBDA, a number of agencies have expressed interest in joining the shoreline resiliency efforts, including the Mosquito Abatement District, Caltrans, and Alameda County Flood Control. Finally, the Bay Conservation and Development Commission (BCDC) is

looking for letters or resolutions of support for creating the BayAdapt Joint Platform, a framework for a collaborative approach to sea-level rise resilience.

- **Managers Advisory Committee (MAC)**

The GM highlighted the MAC's discussion of the strategic planning process. EBDA staff and the MAC will develop strategic planning concepts for the Commission's input in FY 2022-2023.

- **Report from the Regulatory Affairs Committee**

The GM reported that Sarah Deslauriers of Carollo Engineers, air regulatory lead for the Bay Area Clean Water Agencies (BACWA) briefed the Committee on updates to Bay Area Air Quality Management District (BAAQMD) Regulation 2. BAAQMD has not included water or wastewater agencies as essential public services in the draft regulation. Ms. Deslauriers also discussed the fleet rules that the California Air Resources Board (CARB) is working on, which are moving toward full electrification. BACWA and CASA are working to educate CARB staff on the wastewater community's concerns, including the fact that heavy duty collection system vehicles are not currently offered in electric, as well as the fact that digester gas is a renewable low carbon fuel source that can provide an alternative to fossil fuels.

- **Motion Authorizing the General Manager to Execute Amendment No. 1 to the Contract with Ascent Environmental for CEQA Consulting Services for the Cargill Mixed Sea Salt Brine Discharge Project in the Amount of \$438,515, for a Total Not to Exceed Amount of \$493,055**

Commissioner Andrews moved to approve the item. The motion was seconded by Commissioner Duncan and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Motion Authorizing the General Manager to Execute Work Order No. 4 to the Contract with Larry Walker Associates for Preparation of a Water Quality Technical Memorandum in Support of Cargill MSS Brine EIR Water Quality Chapter in the Amount of \$83,439, for a Total Contract Not to Exceed Amount of \$209,034**

Commissioner Johnson moved to approve the item. The motion was seconded by Commissioner Toy and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Financial Management Committee**

The GM reported on the Financial Management Committee reviewed the member agency credits for fiscal year 2020/2021. The Committee also reviewed the first quarter expense summary for FY 2021/2022. EBDA is on track, having spent 25% of the budget through the first quarter.

- **Resolution Adopting the Emergency Reserves Policy**

Commissioner Duncan moved to approve the item. The motion was seconded by Commissioner Andrews and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Operations and Maintenance Committee**

The O&M Manager reported on the Operations and Maintenance Committee, which met on November 16, 2021. City of Hayward engineering staff is reviewing draft documents for the HEPS Pump Replacement Project. Staff hopes to get the project out to bid by the end of this calendar year. A \$3,000 credit was received from PG&E for the HEPS pump station. Skywest only operated for one day in October, and staff is not expecting to run the system through next month due to rainfall. A lighting upgrade was completed in the Sodium Bisulfite Building at the Marina Dechlorination Facility. During the storm event in October, several member agencies exceed their flow capacity limits. The Hayward plant voluntarily diverted flow to their ponds during the peak of the storm. There was great communication between agencies before and during the storm. Finally, the O&M Manager reported that EBDA collected \$750,000 for the Renewal and Replacement Fund (RRF) in FY 2020/2021, and spent \$745,000.

- **Motion Authorizing the General Manager to Execute Amendment 2 to Work Order No. 4 to the Contract with Brown and Caldwell for Field Work Related to Acceptance of Cargill Mixed Sea Salt Brine for Discharge at the EBDA Outfall in the Amount of \$104,674, for a Total Not to Exceed Amount of \$399,263**

Chair Cutter moved to approve the item. The motion was seconded by Commissioner Duncan and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Resolution Adopting the Administrative Appeals Policy**

Commissioner Toy moved to approve the item. The resolution was seconded by Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Andrews, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Report from the Personnel Committee**

The GM reported on the Personnel Committee, which met on November 16, 2021. The Commission directed staff to take no action at this time regarding changes to the commission compensation rate. The Commission discussed the suggested compensation and classification adjustments for the O&M Manager position. They recommended that both be brought for approval by the Commission, with the

addition of language in the job description outlining responsibilities associated with future brine projects.

- **Items from Commission and Staff**

Commissioner Johnson reported that the Alameda County Local Agency Formation Committee (LAFCO) is considering adopting the Countywide Municipal Services Review of Water, Wastewater, Flood Control, and Stormwater Services, which includes initiating an interagency dialogue on water recycling. Commissioner Andrews reported that the Black Business Roundtable was presented with an earthquake scenario from HayWired via USGS to review earthquake preparedness. City of Hayward issued formal apology to residents of Russell City regarding displacement. Commissioner Duncan appreciates Howard's leadership during the storm we recently had, recommends GM Zipkin lead EBDA's efforts in a table top emergency response exercise, and recommends LAFCO work with CASA on water recycling efforts.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 10, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 18**

TITLE: COVID-19 Update (*This is an Information Item*)

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

Recommendation

Information only.

Discussion

None.

Background

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179508	12/22/2021	143	800501.15	KIEWIT INFRASTRUCTURE WEST CO	ALVARADO INFLUENT PS PUMPS AND VFDS		
	12/22/2021	143	900502.9		HEADWORKS SCREENS REPLACEMENT	\$880,056.92	\$910,479.59
						\$30,422.67	
179367	12/9/2021	114	2011800318	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)		
	12/9/2021	143	201180061		THERMAL DRYER FEASIBILITY STUDY	\$145,336.22	\$720,445.05
	12/9/2021	143	201180051		WAS THICKENERS	\$1,035.00	
	12/9/2021	143	201180051		WAS THICKENERS	\$24,955.00	
	12/9/2021	114	201180049		ETSU PHASE 1B PROJECT	\$404,838.65	
	12/9/2021	114	2011800222		MP - AERATION BASIN MODIFICATIONS	\$144,280.18	
179428	12/16/2021	143	15506	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS		
	12/16/2021	143	16589		EMERGENCY OUTFALL, CATHODIC PROTECTION IMPROVEMENTS,	\$32,297.20	\$119,285.89
	12/16/2021	143	16211		PLANT MISCELLANEOUS IMPROVEMENTS	\$50,115.92	
						\$36,872.77	
179544	12/22/2021	110	25588	SYNAGRO WEST LLC	OCT 2021 BIOSOLIDS DISPOSAL		
						\$110,639.52	\$110,639.52
179485	12/22/2021	143	17315	CAROLLO ENGINEERS	PRIMARY DIGESTER NO. 7		
	12/22/2021	143	17281		PLANT MISCELLANEOUS IMPROVEMENTS	\$52,382.33	\$96,664.60
						\$44,282.27	
179500	12/22/2021	143	800494.2	GARNEY PACIFIC INC	EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
						\$92,486.55	\$92,486.55
179421	12/16/2021	143	11424719	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7		
	12/16/2021	143	11424944		STANDBY POWER SYSTEM UPGRADE	\$21,825.63	\$84,969.41
						\$63,143.78	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179448	12/16/2021	170	761520211202	PACIFIC GAS AND ELECTRIC	SERV TO 11/23/21 NEWARK PS		
	12/16/2021	110	170120211201		SERV TO 11/18/2021 PLANT	\$17,344.75	\$82,622.24
	12/16/2021	110	224720211202		SERV TO 11/21/21 CS TRAINING TRAILER	\$64,635.04	
						\$642.45	
179423	12/16/2021	136	9269	CA MUNICIPAL FINANCE AUTHORITY	WIFIA LOAN ISSUANCE FEES	\$75,000.00	\$75,000.00
179528	12/22/2021	110	1596711	POLYDYNE INC	45,420 LBS CLARIFLOC C-6267	\$55,187.04	\$61,579.14
	12/22/2021	110	1597353		42,880 LBS CLARIFLOC WE-539	\$6,392.10	
179487	12/22/2021	173	424215	CDW GOVERNMENT LLC	MOBILE DEPLOYMENT - PHASE 3	\$1,314.00	\$48,953.98
	12/22/2021	173	489475		VMWARE RENEWAL	\$2,054.98	
	12/22/2021	173	378056		VMWARE RENEWAL	\$41,525.00	
	12/22/2021	173	490158		VMWARE RENEWAL	\$4,060.00	
179390	12/9/2021	114	178546	PSOMAS CORP	AERATION BASIN MODIFICATIONS	\$47,241.20	\$47,241.20
179523	12/22/2021	110	3000052225	OLIN CORPORATION	4799.493 GALS SODIUM HYPOCHLORITE	\$3,742.07	\$26,073.47
	12/22/2021	110	3000052228		4797.517 GALS SODIUM HYPOCHLORITE	\$3,740.53	
	12/22/2021	110	3000050779		4914 GALS SODIUM HYPOCHLORITE	\$3,831.35	
	12/22/2021	110	3000052222		4698.886 GALS SODIUM HYPOCHLORITE	\$3,663.63	
	12/22/2021	110	3000048942		4799.465 GALS SODIUM HYPOCHLORITE	\$3,742.04	
	12/22/2021	110	3000049793		4634 GALS SODIUM HYPOCHLORITE	\$3,613.04	
	12/22/2021	110	3000052231		4797.883 GALS SODIUM HYPOCHLORITE	\$3,740.81	
179431	12/16/2021	110	1421807	DEPARTMENT OF GENERAL SERVICES	SERV: OCT 2021 PLANT	\$23,089.59	\$23,089.59

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179529	12/22/2021		43035	PREFERRED BENEFIT INSUR ADMINS	DECEMBER 2021 DELTA DENTAL STMT		
	12/22/2021		42915		DECEMBER 2021 VSP STMT	\$18,612.99	\$21,773.99
						\$3,161.00	
179507	12/22/2021	110	9017734702	KEMIRA WATER SOLUTIONS INC	48,220 LBS FERROUS CHLORIDE		
	12/22/2021	110	9017735027		43,420 LBS FERROUS CHLORIDE	\$7,449.17	\$21,350.00
	12/22/2021	110	9017735767		49,980 LBS FERROUS CHLORIDE	\$6,534.04	
						\$7,366.79	
179486	12/22/2021	150	5806	CASA	ANNUAL MEMBERSHIP RENEWAL 1/1/22 - 12/31/22	\$20,500.00	\$20,500.00
179541	12/22/2021	136	3820400002	STRADLING YOCCA CARLSON &RAUTH	LEGAL SERVICES FOR 2021 SRF LOAN	\$7,531.61	\$19,656.61
	12/22/2021	136	3820230003		LEGAL SERVICES FOR 2021 WIFIA LOAN	\$12,125.00	
179404	12/9/2021	110	470002350	USP TECHNOLOGIES	4378 GALS HYDROGEN PEROXIDE	\$19,569.66	\$19,569.66
179550	12/22/2021	110	470002675	USP TECHNOLOGIES	4336 GALS HYDROGEN PEROXIDE	\$19,381.92	\$19,381.92
179386	12/9/2021	110	3000043007	OLIN CORPORATION	4940 GALS SODIUM HYPOCHLORITE	\$3,851.62	\$18,968.35
	12/9/2021	110	3000044919		4720 GALS SODIUM HYPOCHLORITE	\$3,680.09	
	12/9/2021	110	3000043006		4933 GALS SODIUM HYPOCHLORITE	\$3,846.16	
	12/9/2021	110	3000044734		4799.368 GALS SODIUM HYPOCHLORITE	\$3,741.98	
	12/9/2021	110	3000043460		4936 GALS SODIUM HYPOCHLORITE	\$3,848.50	
179542	12/22/2021	120	191825	SWRCB - STATE WATER RESOURCES	FY22 ANNUAL WDR FEES - UNION SD CS	\$17,834.00	\$17,834.00
179409	12/16/2021		69952	3T EQUIPMENT COMPANY INC	8 PIPE PATCH KITS WINTER	\$4,545.18	\$15,692.31
	12/16/2021		69949		5 PIPE PATCH KITS WINTER	\$4,734.57	
	12/16/2021		69950		6 PIPE PATCH KITS WINTER	\$6,412.56	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179552	12/22/2021	122	96123	VALLEY OIL COMPANY	4,010 GALS UNLEADED 10% ETHANOL GAS	\$15,327.56	\$15,327.56
179370	12/9/2021	121	2116059981	ICONIX WATERWORKS INC	35 MANHOLE FRAMES AND COVERS	\$15,149.42	\$15,149.42
179373	12/9/2021	110	9017733629	KEMIRA WATER SOLUTIONS INC	49,040 LBS FERROUS CHLORIDE	\$7,540.68	\$14,385.85
	12/9/2021	110	9017733544		46,300 LBS FERROUS CHLORIDE	\$6,845.17	
179463	12/16/2021		533620211122	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - NOV 2021	\$13,469.76	\$13,469.76
179447	12/16/2021	110	3000046083	OLIN CORPORATION	4864 GALS SODIUM HYPOCHLORITE	\$3,792.37	\$11,411.39
	12/16/2021	110	3000045575		4846 GALS SODIUM HYPOCHLORITE	\$3,778.32	
	12/16/2021	110	3000046581		4926 GALS SODIUM HYPOCHLORITE	\$3,840.70	
179374	12/9/2021		3743220211201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - DEC 2021	\$9,410.41	\$9,410.41
179482	12/22/2021	150	277418	BURKE, WILLIAMS & SORENSON LLP	ETSU - OCT 2021	\$998.40	\$9,152.00
	12/22/2021	150	277415		GENERAL LEGAL - OCT 2021	\$6,456.32	
	12/22/2021	150	277419		STANDBY POWER PROJECT - OCT 2021	\$565.76	
	12/22/2021	150	276348		EMPLOYMENT LEGAL - OCT 2021	\$1,031.68	
	12/22/2021	150	277417		FORCE MAIN RELOCATION - OCT 2021	\$99.84	
179509	12/22/2021		147883	KNAPP POLLY PIG INC	1 PIG	\$8,874.34	\$8,874.34
179341	12/9/2021		69934	3T EQUIPMENT COMPANY INC	15 PIPE PATCH KITS WINTER	\$8,522.22	\$8,522.22
179501	12/22/2021		201682106	GATEWAY PRODUCTS GROUP INC	16 SPARK PLUGS	\$8,339.52	\$8,339.52
179353	12/9/2021		20211206	STATE OF CALIFORNIA	SALES & USE TAX 11/01/21 - 11/30/2021	\$8,042.78	\$8,042.78
179441	12/16/2021	110	9017734467	KEMIRA WATER SOLUTIONS INC	46,840 LBS FERROUS CHLORIDE	\$7,046.50	\$7,046.50

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179555	12/22/2021		4304776	WESTERN ENERGY SYSTEMS	ASTD COGEN PARTS		\$7,002.13
	12/22/2021		4309117		ASTD COGEN PARTS	\$4,024.72	
						\$2,977.41	
179525	12/22/2021	170	140120211213	PACIFIC GAS AND ELECTRIC	SERV TO 12/03/21 IRVINGTON PS		\$6,804.67
						\$3,465.29	
	12/22/2021	170	666720211208		SERV TO 12/01/2021 PASEO PADRE PS		
						\$430.93	
	12/22/2021	110	898220211208		SERV TO 12/01/2021 FREMONT PS		
						\$237.77	
	12/22/2021	110	892820211208		SERV TO 12/01/2021 HAYWARD MARSH		
						\$64.89	
	12/22/2021	170	380420211208		SERV TO 12/01/21 CHERRY ST PS		\$2,199.83
						\$361.02	
	12/22/2021		013720211210		SERV TO 12/05/21 BOYCE RD PS		
						\$2,199.83	
	12/22/2021	170	096020211208		SERV TO 12/01/21 CATHODIC PROJECT		\$44.94
						\$44.94	
179481	12/22/2021	143	11426179	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS		\$6,301.25
						\$6,301.25	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179504	12/22/2021	170	9125718248	GRAINGER INC	1 DC POWER SUPPLY		\$6,145.52
	12/22/2021		9130075436		ASTD PARTS & MATERIALS	\$278.59	
	12/22/2021		9130762785		ASTD PARTS & MATERIALS	\$165.47	
	12/22/2021	111	9125718230		2 PUMP SPRAYERS	\$245.93	
	12/22/2021		9122868541		ASTD PARTS & MATERIALS	\$91.99	
	12/22/2021		9128971869		ASTD PARTS & MATERIALS	\$389.52	
	12/22/2021		9119445857		200 PK EAR PLUGS	\$1,860.83	
	12/22/2021		9128971877		ASTD PARTS & MATERIALS	\$83.27	
	12/22/2021	122	9125053224		ASTD PARTS & MATERIALS	\$118.38	
	12/22/2021	122	9122058556		1 HOSE REEL	\$139.58	
	12/22/2021		9129437456		ASTD PARTS & MATERIALS	\$214.25	
	12/22/2021	170	9124978959		ASTD PARTS & MATERIALS	\$645.97	
	12/22/2021	122	9119445865		1 KEY SWITCH	\$655.90	
	12/22/2021		9130075444		3 RAIN JACKETS	\$36.02	
	12/22/2021		9130075451		ASTD PARTS & MATERIALS	\$162.10	
	12/22/2021	122	9126632067		4 SAFETY SIGNS	\$532.85	
	12/22/2021	171	9119852474		3 GRADUATED DIPPERS	\$74.25	
	12/22/2021	122	9130075428		ASTD PARTS & MATERIALS	\$150.04	
	12/22/2021	122	9126970079		4 SAFETY SIGNS	\$25.96	
						\$74.25	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179504	12/22/2021	170	9125803305	GRAINGER INC	ASTD PARTS & MATERIALS		
						\$200.37	\$6,145.52
179527	12/22/2021		29609618	PAN PACIFIC SUPPLY COMPANY	2 CHESTERTON SEALS		
						\$5,649.33	\$5,649.33
179362	12/9/2021	170	247923	FRANK A OLSEN COMPANY	4 6-IN PLUG VALVES		
						\$5,620.79	\$5,620.79
179422	12/16/2021	173	325804501	BUCKLES SMITH ELECTRIC	ROCKWELL TECH CONNECT ANNUAL SUPPORT		
						\$5,449.00	\$5,449.00
179366	12/9/2021		12755154	HACH COMPANY	2 PROBES		
						\$5,417.22	\$5,417.22
179411	12/16/2021	170	9119973304	AIRGAS NCN	3 CY ARGON		
						\$767.49	\$5,041.36
	12/16/2021	170	9120065569		ASTD PARTS & MATERIALS		
						\$755.94	
	12/16/2021	170	9120008034		5 SAFETY HARNESS		
						\$3,517.93	
179436	12/16/2021	170	12763680	HACH COMPANY	1 TSS PROBE CALIBRATION		
						\$541.84	\$4,801.53
	12/16/2021		12760161		LABORATORY SUPPLIES		
						\$4,259.69	
179352	12/9/2021		20935	CALIBER CONTRACTING COMPANY	REFUND # 42206		
						\$4,642.50	\$4,642.50
179483	12/22/2021		6891	CAL SANITATION RISK MNGT AUTH	WC PAYROLL AUDIT 7/1/20 - 7/1/21		
						\$4,407.00	\$4,407.00
179472	12/22/2021	170	5259888	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS		
						\$727.90	\$4,190.48
	12/22/2021	170	5259351		1 FAN MOTOR		
						\$2,913.58	
	12/22/2021	170	5259536		ASTD PARTS & MATERIALS		
						\$549.00	
179466	12/16/2021	143	2047223	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3		
						\$4,029.75	\$4,153.25
	12/16/2021	143	2047101		GRAVITY SEWER REHAB/REPLACEMENT		
						\$123.50	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179379	12/9/2021		69246089	MCMaster Supply Inc	ASTD PARTS & MATERIALS		\$4,134.65
	12/9/2021		68061228		ASTD PARTS & MATERIALS	\$299.06	
	12/9/2021	170	68608444		8 PACKS RECHARGEABLE BATTERIES	\$98.43	
	12/9/2021	170	68352577		ASTD PARTS & MATERIALS	\$172.41	
	12/9/2021	122	68628197		ASTD PARTS & MATERIALS	\$51.07	
	12/9/2021		69003524		ASTD PARTS & MATERIALS	\$945.06	
	12/9/2021	170	68693940		ASTD PARTS & MATERIALS	\$295.33	
	12/9/2021	170	69009665		1 EMERGENCY BACKUP LIGHT	\$150.44	
	12/9/2021	170	68633955		ASTD PARTS & MATERIALS	\$463.31	
	12/9/2021	121	68554084		ASTD PARTS & MATERIALS	\$830.90	
	12/9/2021	170	69175523		ASTD PARTS & MATERIALS	\$48.27	
						\$780.37	
179533	12/22/2021	173	465660	REALVNC LIMITED	ANNUAL MAINTENANCE & SUPPORT		\$3,987.27
						\$3,987.27	
179416	12/16/2021		17362700	AT&T	SERV: 10/20/21 - 11/19/21		\$3,810.67
	12/16/2021		17362676		SERV: 10/20/21 - 11/19/21	\$232.37	
	12/16/2021		17362678		SERV: 10/20/21 - 11/19/21	\$22.73	
						\$3,555.57	
179392	12/9/2021	120	916004746421	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - DEC 2021		\$3,423.03
						\$3,423.03	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179459	12/16/2021		734374671901	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$32.99	\$3,359.72
	12/16/2021		734316900102		JANITORIAL & BREAKROOM SUPPLIES	\$128.45	
	12/16/2021		734374671903		JANITORIAL & BREAKROOM SUPPLIES	\$126.23	
	12/16/2021		734240428502		JANITORIAL & BREAKROOM SUPPLIES	\$128.45	
	12/16/2021		734374671902		JANITORIAL & BREAKROOM SUPPLIES	\$263.56	
	12/16/2021		734316900101		JANITORIAL & BREAKROOM SUPPLIES	\$266.93	
	12/16/2021	130	734265585301		JANITORIAL & BREAKROOM SUPPLIES	\$1,439.47	
	12/16/2021		733236021102		JANITORIAL & BREAKROOM SUPPLIES	\$470.44	
	12/16/2021		734252707821		JANITORIAL & BREAKROOM SUPPLIES	\$108.65	
	12/16/2021		734240428501		JANITORIAL & BREAKROOM SUPPLIES	\$190.42	
	12/16/2021		734374488601		JANITORIAL & BREAKROOM SUPPLIES	\$59.27	
	12/16/2021		734252707831		CREDIT: JANITORIAL & BREAKROOM SUPPLIES	\$-108.65	
	12/16/2021		734252707801		JANITORIAL & BREAKROOM SUPPLIES	\$253.51	
179365	12/9/2021	170	96220984	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 11/03/2021 - 11/30/21	\$3,346.30	\$3,346.30
179395	12/9/2021	110	21111136	S&S TRUCKING	GRIT HAULING 11/03/2021	\$984.38	\$2,855.97
	12/9/2021	110	21111725		GRIT HAULING 11/08 & 11/12/2021	\$1,871.59	
179484	12/22/2021	170	50126	CALCON SYSTEMS	PLANT FLOW METER CALIBRATION	\$2,850.00	\$2,850.00
179342	12/9/2021		30423	ABOVE ALL PLUMBING, INC.	REFUND # 42190	\$2,500.00	\$2,500.00
179354	12/9/2021		30493	CANNON'S GENERAL CONTRACTING	REFUND # 42173	\$2,500.00	\$2,500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179387	12/9/2021		28178	PAN PACIFIC MECHANICAL	REFUND # 42201		
						\$2,500.00	\$2,500.00
179455	12/16/2021		8858	SANCO PIPELINES INC	REFUND # 42221		
						\$2,500.00	\$2,500.00
179464	12/16/2021		8856	WARM SPRINGS LP	REFUND # 42222		
						\$2,500.00	\$2,500.00
179391	12/9/2021	141	9134490	QUADIENT INC	NEOPOST IN-360 POSTAGE MACHINE RENTAL		
						\$2,471.40	\$2,471.40
179385	12/9/2021	170	135999	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - NOV		
						\$2,469.17	\$2,469.17
179470	12/22/2021	170	9984758396	AIRGAS NCN	CYLINDER RENTAL		
						\$915.83	\$2,395.75
	12/22/2021	170	9120125517		4 SAFETY HARNESS		
						\$1,479.92	
179398	12/9/2021	170	129013	SHAPE INCORPORATED	ASTD PUMP PARTS		
						\$2,281.45	\$2,281.45
179457	12/16/2021	132	47647	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES		
						\$2,045.00	\$2,045.00
179521	12/22/2021	170	24127814	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS		
						\$2,026.84	\$2,026.84
179506	12/22/2021	141	GBXW738	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES - DEC 21		
						\$1,448.68	\$2,021.43
	12/22/2021	141	GBWR699		OFF-SITE STORAGE AND SERVICE - DEC 2021		
						\$572.75	
179467	12/16/2021	143	5145	WORKSMART AUTOMATION INC	CALCIUM THIOSULFATE CHEMICAL TANK		
						\$2,014.50	\$2,014.50

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179412	12/16/2021	120	4111994320211201	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 11/30/21-MTR HYD B15072357		
						\$246.33	\$1,952.38
	12/16/2021	120	4111993720211201		SERV TO: 11/30/21-MTR HYD B34041339		
						\$246.33	
	12/16/2021	120	4111994420211201		SERV TO: 11/30/21-MTR HYD B18190913		
						\$246.33	
	12/16/2021	120	4111994120211201		SERV TO: 11/30/21-MTR HYD B16583493		
						\$246.33	
	12/16/2021	120	4111996820211201		SERV TO: 11/30/21-MTR HYD B19329007		
						\$237.20	
	12/16/2021	120	4111994020211201		SERV TO: 11/30/21-MTR HYD B15000283		
						\$246.33	
	12/16/2021	120	4111994220211201		SERV TO: 11/30/21-MTR HYD B16583492		
						\$246.33	
	12/16/2021	120	4111996920211201		SERV TO: 11/30/21-MTR HYD B29454468		
						\$237.20	
179400	12/9/2021	170	10850	SUPPORT PRODUCT SERVICES INC	COGEN EMISSIONS ANALYZER REPAIRS		
						\$1,935.84	\$1,935.84
179540	12/22/2021	110	21120204	S&S TRUCKING	GRIT HAULING 11/22/2021		
						\$1,863.59	\$1,863.59
179489	12/22/2021	150	92666	CITYLEAF INC	2021 HOLIDAY DECOR FOR DISTRICT LOBBY		
						\$1,518.75	\$1,794.47
	12/22/2021	150	93112		PLANT MAINTENANCE - DEC 2021		
						\$275.72	
179475	12/22/2021	120	15288	AMERICAN DISCOUNT SECURITY	11/01/21 - 11/30/21 GUARD AT DISTRICT		
						\$1,764.00	\$1,764.00
179556	12/22/2021	170	18610	WESTERN MACHINE & FAB INC	2 ADJUSTING SCREW ASSEMBLIES		
						\$1,727.70	\$1,727.70
179414	12/16/2021	130	16116078	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 11/20/21		
						\$1,721.60	\$1,721.60
179345	12/9/2021	130	16107983	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 11/13/21		
						\$1,700.08	\$1,700.08
179456	12/16/2021	171	20211215.1	ELOY SEPULVEDA	EXP REIMB: LODGING BACKFLOW CERTIFICATION		
						\$1,027.15	\$1,620.58
	12/16/2021	171	20211215		EXP REIMB: MILEAGE, PER DIEM BACKFLOW CERTIFICATION		
						\$593.43	
179384	12/9/2021	170	228092	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM		
						\$1,601.45	\$1,601.45

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179514	12/22/2021	113	2112153	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS		
						\$269.00	\$1,586.00
	12/22/2021	113	2111B26		LAB SAMPLE ANALYSIS		
						\$958.00	
	12/22/2021	113	2111C77		LAB SAMPLE ANALYSIS		
						\$359.00	
179473	12/22/2021	120	42590	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS		
						\$1,491.53	\$1,491.53
179524	12/22/2021	173	202111304	AYHAN OZCAN	UPDATING VISUAL STUDIO		
						\$1,425.00	\$1,425.00
179546	12/22/2021	170	414750618	TERMINIX COMMERCIAL	PEST CONTROL		
						\$170.00	\$1,423.00
	12/22/2021	170	414754178		PEST CONTROL		
						\$140.00	
	12/22/2021	170	414754179		NOV PEST CONTROL		
						\$1,113.00	
179444	12/16/2021		69462745	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS		
						\$358.54	\$1,408.04
	12/16/2021		69624197		ASTD PARTS & MATERIALS		
						\$290.99	
	12/16/2021		69624269		ASTD PARTS & MATERIALS		
						\$366.95	
	12/16/2021		69627086		ASTD PARTS & MATERIALS		
						\$184.00	
	12/16/2021	170	69482000		ASTD PARTS & MATERIALS		
						\$180.56	
	12/16/2021	170	69484176		ASTD PARTS & MATERIALS		
						\$27.00	
179442	12/16/2021		8858	LMV FREMONT WS I HOLDINGS LP	REFUND # 42220		
						\$1,387.50	\$1,387.50
179380	12/9/2021	170	2213767	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - DEC 2021		
						\$1,379.94	\$1,379.94
179389	12/9/2021	114	210083539	PINE ENVIRONMENTAL SERVICES	RENTAL: MINIRAE300 10/18/21-11/11/21		
						\$1,331.55	\$1,331.55
179425	12/16/2021	113	627441	CALTEST ANALYTICAL LABORATORY	16 LAB SAMPLE ANALYSIS		
						\$1,325.45	\$1,325.45

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179465	12/16/2021		48679	WECO INDUSTRIES LLC	CAMERA PARTS		
	12/16/2021	121	48608		CAMERA PARTS	\$996.68	\$1,284.62
						\$287.94	
179348	12/9/2021	143	17447	BAY CITY BOILER & ENGINEERING	BOILER SERVICE - PRIMARY DIGESTER NO. 7		
						\$1,255.00	\$1,255.00
179492	12/22/2021	120	32744	CORE & MAIN LP	ASTD PARTS & MATERIALS		
						\$1,246.61	\$1,246.61
179534	12/22/2021	111	1691102810	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: K. VONG		
	12/22/2021	144	8201109953		SAFETY SHOES: V. PADILLA	\$208.00	\$1,232.88
	12/22/2021	171	8201110199		SAFETY SHOES: E. TATOLA	\$192.88	
	12/22/2021	171	8201110198		SAFETY SHOES: C. PARKER	\$208.00	
	12/22/2021	171	8201110198		SAFETY SHOES: C. PARKER	\$208.00	
	12/22/2021	121	8201110478		SAFETY SHOES: D. HOGUE	\$208.00	
	12/22/2021	111	8201110507		SAFETY SHOES: A. FARSAI	\$208.00	
						\$208.00	
179511	12/22/2021	173	24108	LOOKINGPOINT INC	ANNUAL LOOKINGPOINT SUPPORT AGREEMENT		
						\$1,225.00	\$1,225.00
179551	12/22/2021	143	20825	V&A CONSULTING ENGINEERS	CATHODIC PROTECTION IMPROVEMENTS		
						\$1,210.00	\$1,210.00
179350	12/9/2021	121	197664	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE		
	12/9/2021	121	197663		1276 LBS SODIUM HYDROXIDE	\$780.38	\$1,170.57
						\$390.19	
179420	12/16/2021	121	199013	BRENNTAG PACIFIC INC	3828 LBS SODIUM HYDROXIDE		
						\$1,145.47	\$1,145.47
179491	12/22/2021	170	20211128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL		
						\$1,136.60	\$1,136.60

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179349	12/9/2021	143	16620420	BLAISDELL'S	1 INK CARTRIDGE		\$1,124.22
	12/9/2021	144	16532530		ASTD OFFICE SUPPLIES	\$272.39	
	12/9/2021	130	16611421		ASTD OFFICE SUPPLIES	\$157.70	
	12/9/2021	130	16611420		ASTD OFFICE SUPPLIES	\$1.82	
	12/9/2021	110	16626970		ASTD OFFICE SUPPLIES	\$198.19	
	12/9/2021	130	16629971		ASTD OFFICE SUPPLIES	\$342.48	
	12/9/2021	130	16629970		ASTD OFFICE SUPPLIES	\$20.64	
	12/9/2021	141	16634940		ASTD OFFICE SUPPLIES	\$92.27	
						\$38.73	
179518	12/22/2021	114	2218368	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,080.81	\$1,080.81
179478	12/22/2021		30468.1	AVALON ROOTER	REFUND # 43235	\$500.00	\$1,000.00
	12/22/2021		30468		REFUND # 43236	\$500.00	
179430	12/16/2021		20211125	DALE HARDWARE INC	11/21 - ASTD PARTS & MATERIALS	\$981.49	\$981.49
179427	12/16/2021	170	21903068	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$960.55	\$960.55
179347	12/9/2021		17333484	AT&T	SERV: 10/13/21 - 11/12/21	\$43.20	\$949.10
	12/9/2021		17333485		SERV: 10/13/21 - 11/12/21	\$66.46	
	12/9/2021		17333482		SERV: 10/13/21 - 11/12/21	\$751.30	
	12/9/2021		17333486		SERV: 10/13/21 - 11/12/21	\$88.14	
						\$945.00	\$945.00
179530	12/22/2021	170	100724	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - NOV 21	\$945.00	\$945.00
179452	12/16/2021	110	21112238	S&S TRUCKING	GRIT HAULING 11/17/2021	\$924.11	\$924.11

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179548	12/22/2021	170	20211203	CITY OF UNION CITY	ANNUAL FIRE OPERATIONAL PERMIT		
						\$897.00	\$897.00
179476	12/22/2021	130	16123431	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 11/27/21		
						\$882.32	\$882.32
179435	12/16/2021	111	9116941502	GRAINGER INC	1 GRADUATED DIPPER		
						\$50.01	\$868.15
	12/16/2021		9111542123		ASTD PARTS & MATERIALS		
						\$473.52	
	12/16/2021		9111358439		ASTD PARTS & MATERIALS		
						\$128.55	
	12/16/2021	122	9116941510		1 SOCKET		
						\$39.09	
	12/16/2021	111	9117964339		ASTD PARTS & MATERIALS		
						\$22.39	
	12/16/2021		9116176687		CREDIT: ASTD PARTS & MATERIALS		
						\$-251.39	
	12/16/2021		9116176679		CREDIT: ASTD PARTS & MATERIALS		
						\$-178.65	
	12/16/2021	122	9117236001		1 FLOODLIGHT		
						\$109.82	
	12/16/2021	170	9111851631		1 WATER HEATER		
						\$235.16	
	12/16/2021		9110347581		ASTD PARTS & MATERIALS		
						\$239.65	
179522	12/22/2021		20211130	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - NOV 2021		
						\$850.60	\$850.60
179515	12/22/2021		69791829	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS		
						\$259.20	\$837.26
	12/22/2021	170	70177265		ASTD PARTS & MATERIALS		
						\$236.33	
	12/22/2021	170	69227067		ASTD PARTS & MATERIALS		
						\$50.36	
	12/22/2021	170	69955293		ASTD PARTS & MATERIALS		
						\$197.15	
	12/22/2021	170	69802568		2 LARGE CELL BATTERY		
						\$94.22	
179401	12/9/2021		28178.1	TENAYA THERAPEUTICS	REFUND # 42200		
						\$800.00	\$800.00

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179355	12/9/2021	170	21900938	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES		
						\$786.65	\$786.65
179545	12/22/2021		20504692	TELEDYNE ISCO INC	SAMPLING SUPPLIES		
						\$773.04	\$773.04
179426	12/16/2021	173	4038085864	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE		
						\$452.95	\$768.85
	12/16/2021	173	4038086826		MTHLY MAINTENANCE BASED ON USE		
						\$315.90	
179453	12/16/2021	136	540969	SAFECHECKS	3000 AP CHECK STOCK		
						\$759.63	\$759.63
179477	12/22/2021		259000051872	ARAMARK	UNIFORM LAUNDERING & RUGS		
						\$333.78	\$755.09
	12/22/2021		259000055260		ASTD DUST MOPS, WET MOPS & TERRY		
						\$56.00	
	12/22/2021		259000051884		UNIFORM LAUNDERING SERVICE		
						\$365.31	
179415	12/16/2021		259000048008	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY		
						\$54.42	\$723.72
	12/16/2021		259000048054		UNIFORM LAUNDERING SERVICE		
						\$362.15	
	12/16/2021		259000048037		UNIFORM LAUNDERING & RUGS		
						\$307.15	
179537	12/22/2021	170	291634	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE		
						\$721.48	\$721.48
179446	12/16/2021	170	24127735	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS		
						\$203.60	\$708.00
	12/16/2021	170	24127213		ASTD PARTS & MATERIALS		
						\$63.27	
	12/16/2021		24127593		ASTD PARTS & MATERIALS		
						\$165.37	
	12/16/2021	170	24127393		ASTD PARTS & MATERIALS		
						\$275.76	
179474	12/22/2021		30517	JIHAD ALMALITI	REFUND # 43245		
						\$200.00	\$700.00
	12/22/2021		30517.1		REFUND # 43244		
						\$500.00	
179532	12/22/2021	120	01L0036018380	NESTLE WATERS NO. AMERICA READYREFRE	WATER SERVICE 11/07/21 - 12/06/21		
						\$689.79	\$689.79

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179346	12/9/2021		259000044653	ARAMARK	UNIFORM LAUNDERING SERVICE		
	12/9/2021		259000044630		UNIFORM LAUNDERING & RUGS	\$368.72	\$679.37
						\$310.65	
179490	12/22/2021	132	220114687	CLAREMONT BEHAVIORAL SERVICES	JAN 2022 EAP PREMIUMS		
						\$653.20	\$653.20
179417	12/16/2021	173	519323	AVERTIUM LLC	VULNERABILITY SCAN SUBSCRIPTION - NOV 2021		
						\$645.00	\$645.00
179393	12/9/2021	170	441937	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS		
						\$635.43	\$635.43
179480	12/22/2021	120	16651000	BLAISDELL'S	4 PLANNERS		
						\$126.48	\$605.06
	12/22/2021	110	16643991		ASTD OFFICE SUPPLIES		
						\$30.54	
	12/22/2021	120	16652700		1 PLANNER		
						\$19.29	
	12/22/2021	120	16650980		ASTD OFFICE SUPPLIES		
						\$428.75	
179516	12/22/2021	170	211248	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - DEC 2021		
						\$599.08	\$599.08
179510	12/22/2021	113	20211216	CONGNA LI	EXP REIMB: CONSTRUCTION CLAIMS MANAGEMENT		
						\$595.00	\$595.00
179397	12/9/2021		2056766002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$332.40	\$569.46
	12/9/2021		2061486001		ASTD ELECTRICAL SUPPLIES		
						\$237.06	
179461	12/16/2021	122	106895	TRI-SIGNAL INTEGRATION INC	SERVICE: UDACT TROUBLE		
						\$510.00	\$510.00
179361	12/9/2021	113	5421298	FISHER SCIENTIFIC	LAB SUPPLIES		
						\$436.35	\$505.54
	12/9/2021	113	5736781		LAB SUPPLIES		
						\$53.12	
	12/9/2021	113	5839774		LAB SUPPLIES		
						\$16.07	

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179364	12/9/2021	122	9108579856	GRAINGER INC	ASTD PARTS & MATERIALS	\$24.13	\$503.26
	12/9/2021	170	9110347557		ASTD PARTS & MATERIALS	\$106.99	
	12/9/2021	122	9107154610		1 EXPANSION ANCHOR	\$15.30	
	12/9/2021	171	9103232402		1 JACK	\$251.54	
	12/9/2021	170	9109537028		ASTD PARTS & MATERIALS	\$105.30	
179344	12/9/2021		30469	AMIGO ROOTER & PLUMBING	REFUND # 42191	\$500.00	\$500.00
179356	12/9/2021		30378	BENNY CHEUNG	REFUND # 42179	\$500.00	\$500.00
179363	12/9/2021		20211202	AMIT KUMAR GARG	THIRD PARTY CLAIM	\$500.00	\$500.00
179368	12/9/2021		30294	BRADLEY HEINTZ	REFUND # 42208	\$500.00	\$500.00
179388	12/9/2021		30399	GEORGE PERLEGOS	REFUND # 42198	\$500.00	\$500.00
179394	12/9/2021		30470	ROOTER HERO	REFUND # 42184	\$500.00	\$500.00
179402	12/9/2021		28213	LUCILA UBALDO	REFUND # 42185	\$500.00	\$500.00
179408	12/9/2021		30486	WILLIAM COOK PLUMBING	REFUND # 42197	\$500.00	\$500.00
179438	12/16/2021		30488	LUIS HERNANDEZ	REFUND # 42212	\$500.00	\$500.00
179445	12/16/2021		30496	MONARCH PLUMBING & ROOTER INC	REFUND # 42207	\$500.00	\$500.00
179450	12/16/2021		30382	LAURENCE REISLAND	REFUND # 42211	\$500.00	\$500.00
179469	12/22/2021		30490	A2Z BAY BUILDERS & PLUMBING	REFUND # 43238	\$500.00	\$500.00
179495	12/22/2021		30407	ERIC A. HASSETT, CORPORATION	REFUND # 43239	\$500.00	\$500.00
179499	12/22/2021		30479	FUTURE VISION REMODELING INC	REFUND # 43237	\$500.00	\$500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179531	12/22/2021		25065	R&L CONSTRUCTION	REFUND # 43233		
						\$500.00	\$500.00
179535	12/22/2021		30430	RESCUE ROOTER	REFUND # 43234		
						\$500.00	\$500.00
179372	12/9/2021	170	61783	KAMAN INDUSTRIAL TECHNOLOGIES	CREDIT: ASTD PARTS & MATERIALS		
	12/9/2021	170	697801		ASTD PARTS & MATERIALS	\$-1,662.18	\$498.03
						\$2,160.21	
179376	12/9/2021		5228678	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS		
	12/9/2021		5235173		36 PR GLOVES	\$374.86	\$495.27
						\$120.41	
179502	12/22/2021	130	8592	GFOA-GOV FIN OFFICERS ASSOC	ACFR SUBMISSION FEE		
						\$460.00	\$460.00
179432	12/16/2021	143	1121212999	EARTHCAM INC	PRIMARY DIGESTER NO. 7 - CAMERA		
						\$450.00	\$450.00
179517	12/22/2021	120	811232	MISSION CLAY PRODUCTS LLC	ASTD CLAY FITTINGS		
						\$416.65	\$416.65
179381	12/9/2021	130	20211206	LILIANA MORENO	EXP REIMB: GFOA GAAP TRAINING REGISTRATION		
						\$375.00	\$375.00
179382	12/9/2021	170	24126313	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS		
						\$372.65	\$372.65
179505	12/22/2021		604567458	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES		
						\$363.46	\$363.46
179496	12/22/2021	113	6375329	FISHER SCIENTIFIC	LAB SUPPLIES		
						\$360.04	\$360.04
179405	12/9/2021	170	523721	VALLEY OIL COMPANY	BULK OIL		
	12/9/2021		524341		10 TUBES GREASE	\$285.49	\$347.73
						\$62.24	
179479	12/22/2021		25042000	BECK'S SHOES	SAFETY SHOES: . CARDENAS & DEJESUS		
						\$341.06	\$341.06
179357	12/9/2021	173	82105409	CORELOGIC INFORMATION SOLUTION	METROSCAN ONLINE SERVICE		
						\$339.90	\$339.90
179493	12/22/2021	173	30579438	CORELOGIC INFORMATION SOLUTION	REALQUEST MIGRATION TRIAL		
						\$339.90	\$339.90
179557	12/22/2021	143	5154	WORKSMART AUTOMATION INC	HEADWORKS SCREENS REPLACEMENT		
						\$310.00	\$310.00

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179407	12/9/2021	170	4038	WELCOME BUILDING MAINTENANCE	SOLAR PANEL CLEANING		
						\$300.00	\$300.00
179343	12/9/2021		1801964	ALLIANT INSURANCE SERVICES INC	PHYSICAL DAMAGE: 1ST QTR ENDORSEMENT		
						\$285.00	\$285.00
179378	12/9/2021	113	2111667	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS		
						\$133.00	\$273.00
	12/9/2021	113	2111747		LAB SAMPLE ANALYSIS		
						\$140.00	
179369	12/9/2021		604543022	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES		
						\$76.41	\$267.32
	12/9/2021		604543023		ASTD JANITORIAL SUPPLIES		
						\$190.91	
179494	12/22/2021	173	544576	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - OCT 2021		
						\$253.88	\$253.88
179371	12/9/2021	173	6055796	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE		
						\$250.00	\$250.00
179433	12/16/2021		181477	FITGUARD INC	PREVENTATIVE MAINTENANCE - EXERCISE CLUB EQUIPMENT		
						\$249.00	\$249.00
179434	12/16/2021	144	4089132003	GLACIER ICE COMPANY INC	120 7-LB BAGS OF ICE		
						\$239.29	\$239.29
179503	12/22/2021	122	1841095942	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE		
						\$228.79	\$228.79
179460	12/16/2021	173	20211210	RUFUS TAI	EXP REIMB: CISA LICENSE FEE		
						\$225.00	\$225.00
179538	12/22/2021	120	20211220	JOSE RODRIGUES JR	EXP REIMB: CWEA COLLECTION SYSTEM TEST		
						\$225.00	\$225.00
179443	12/16/2021		5240433	MALLORY SAFETY AND SUPPLY LLC	60 PR GLOVES		
						\$219.68	\$219.68
179406	12/9/2021		8806786803	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$111.46	\$202.08
	12/9/2021	113	8806741550		LAB SUPPLIES		
						\$90.62	
179383	12/9/2021		30378	MV QUALITY CONSTRUCTION	REFUND # 42180		
						\$200.00	\$200.00
179410	12/16/2021		115022	ACE SEAL LLC	100 O-RINGS		
						\$183.99	\$183.99
179512	12/22/2021		5243678	MALLORY SAFETY AND SUPPLY LLC	48 PR GLOVES		
						\$179.54	\$179.54

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179458	12/16/2021	141	20211130	SPOK INC	DEC 2021 PAGER SERVICE		
						\$172.94	\$172.94
179454	12/16/2021		2056766003	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$164.67	\$164.67
179498	12/22/2021	110	172008	FREMONT RUBBER STAMP CO INC	4 SELF INKING STAMPS		
						\$151.27	\$151.27
179462	12/16/2021	136	98XW53471	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 11/20/21		
						\$150.19	\$150.19
179543	12/22/2021	111	20211213	SWRCB - STATE WATER RESOURCES	GRADE III OPERATOR CERTIFICATE RENEWAL - J. LAURENCE		
						\$150.00	\$150.00
179351	12/9/2021	120	20211208	STEVE BULLIS	EXP REIMB: RECOGNITION MEAL		
						\$149.86	\$149.86
179513	12/22/2021	170	771027152	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - NOV 2021		
						\$149.02	\$149.02
179360	12/9/2021	173	28469744	DOCUSIGN INC	1 ADDITIONAL LICENSE		
						\$144.15	\$144.15
179418	12/16/2021	170	6870	BACKFLOW TEAM, LLC	NPS ANNUAL BACKFLOW TESTING		
						\$140.00	\$140.00
179497	12/22/2021	170	248022	FRANK A OLSEN COMPANY	1 LCD DISPLAY		
						\$139.32	\$139.32
179547	12/22/2021	122	146259	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGI		
						\$133.34	\$133.34
179451	12/16/2021		7931713703	RS HUGHES CO INC	ASTD SAFETY SUPPLIES		
						\$117.58	\$117.58
179359	12/9/2021	136	300008130	CSMFO - CALIF SOCIETY OF	MEMBERSHIP - V. HOLSLAG		
						\$110.00	\$110.00
179554	12/22/2021	113	8806858946	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$107.06	\$107.06
179424	12/16/2021	120	20220032	CALIFORNIA REGIONAL CGA	STAKEHOLDER ANNUAL MEMBERSHIP 01/01/22-12/31/22		
						\$100.00	\$100.00
179536	12/22/2021	170	443037	RKI INSTRUMENTS INC	1 OXYGEN SENSOR		
						\$99.68	\$99.68
179396	12/9/2021	170	85340220211118	SAN FRANCISCO WATER DEPT	SERVICE 10/22/2021 - 11/18/21		
						\$98.72	\$98.72
179403	12/9/2021	136	98XW53461	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 11/13/21		
						\$89.12	\$89.12
179439	12/16/2021		20211126	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - NOV 2021		
						\$81.50	\$81.50

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
179539	12/22/2021	120	20211220	JESSICA RODRIGUEZ	EXP REIMB: RECRUITMENT TEAM LUNCH	\$63.94	\$63.94
179429	12/16/2021	132	73536714	CONCENTRA MEDICAL CENTERS	1 DOT PHYSICAL	\$63.00	\$63.00
179440	12/16/2021	170	62600000243689	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$62.96	\$62.96
179399	12/9/2021	172	20211206	THOMAS SOLARI	EXP REIMB: MILEAGE FOR CALL-OUT	\$60.37	\$60.37
179471	12/22/2021	170	4047286120211202	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/02/21 - PASEO PADRE	\$56.61	\$56.61
179549	12/22/2021	136	98XW53491	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/04/21	\$55.93	\$55.93
179419	12/16/2021	141	16634941	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$26.09	\$55.31
	12/16/2021	110	16643990		ASTD OFFICE SUPPLIES	\$29.22	
179468	12/16/2021		5370	ZELAYA DESIGNS	PUBLIC OUTREACH	\$54.00	\$54.00
179377	12/9/2021	121	20211207	ANTHONY MARTINEZ	EXP REIMB: PAPA MEMBERSHIP	\$50.00	\$50.00
179413	12/16/2021	171	20211214	ALAMEDA COUNTY WATER DISTRICT	ANNUAL BACKFLOW TESTER APPROVAL - CHAPARRO & SEPULVED	\$50.00	\$50.00
179358	12/9/2021	120	20211207	FRANK COUTO	EXP REIMB: RECOGNITION MEAL	\$45.05	\$45.05
179437	12/16/2021	120	278842	HANIGAN COMPANY INC	BUSINESS CARDS - J. RODRIGUES	\$38.68	\$38.68
179375	12/9/2021	132	20211206	BONNIE LOPATA	REIMB LIVESCAN PRE-EMPLOYMENT	\$35.00	\$35.00
179520	12/22/2021	123	8132233	MOTION & FLOW CONTROL PRODUCTS	ASTD PARTS & MATERIALS	\$31.44	\$31.44
179519	12/22/2021	122	50071	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS	\$26.10	\$26.10
179526	12/22/2021	132	20211216	BRIAN PAMBUAN	REIMB LIVESCAN PRE-EMPLOYMENT	\$25.00	\$25.00
179553	12/22/2021		9893994030	VERIZON WIRELESS	WIRELESS SERV 11/02/21-12/01/21	\$21.06	\$21.06
179488	12/22/2021	122	325022	CENTERVILLE LOCKSMITH	5 PADLOCK KEYS	\$10.80	\$10.80

**UNION SANITARY DISTRICT
CHECK REGISTER
12/04/2021-12/31/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
Invoices:					Checks:		
			Credit Memos :	4	-2,200.87		
			\$0 - \$1,000 :	256	76,245.00	\$0 - \$1,000 :	116 45,287.16
			\$1,000 - \$10,000 :	98	341,873.97	\$1,000 - \$10,000 :	72 236,558.43
			\$10,000 - \$100,000 :	26	924,777.05	\$10,000 - \$100,000 :	24 883,151.00
			Over \$100,000 :	5	1,685,151.49	Over \$100,000 :	4 1,860,850.05
			Total:	389	3,025,846.64	Total:	216 3,025,846.64