



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

**Monday, January 24, 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: 874 1078 9787 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/87410789787>

	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 January 10, 2022.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of January 12, 2022.
Information	6.	December 2021 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)</i> .
	7.	Written Communications.
	8.	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	9.	General District Election <i>(to be reviewed by the Personnel Committee)</i> . a) Consider a Resolution Ordering, Calling, Providing For, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on Tuesday, June 7, 2022, for the Purpose of Electing Two Directors. b) Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on June 7, 2022, with the Statewide Direct Primary Election to be Held on June 7, 2022, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on June 7, 2022.
Motion	10.	Consider a Resolution to Accept the Construction of the Headworks Screens Replacement Project from Kiewit Infrastructure West Company <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	11.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Primary Digester No. 8 Feasibility Study <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	12.	Consider a Resolution Establishing a 115 Trust to be Administered by Public Agency Retirement Services (PARS) <i>(to be reviewed by the Budget & Finance Committee)</i> .
Motion	13.	Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361.

Information	14.	Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Information	15.	Solar and Cogeneration Facilities Operational Update <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	16.	Cal-Card 2 nd Quarter Fiscal Year 2022 Activity Report <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	17.	COVID-19 Update.
Information	18.	Check Register.
Information	19.	Committee Meeting Reports. <i>(No Board action is taken at Committee meetings)</i> : <ul style="list-style-type: none"> a. Budget & Finance Committee – Wednesday, January 19, 2022, at 10:30 a.m. <ul style="list-style-type: none"> • Director Lathi and Director Toy b. Personnel Committee – Thursday, January 20, 2022, at 11:00 a.m. <ul style="list-style-type: none"> • Director Kite and Director Toy c. Engineering and Information Technology Committee – Friday, January 21, 2022, at 10:00 a.m. <ul style="list-style-type: none"> • Director Kite and Director Fernandez d. Legal/Community Affairs Committee – Friday, January 21, 2022, 2021, at 11:00 a.m. <ul style="list-style-type: none"> • Director Handley and Director Lathi e. Legislative Committee – will not meet. f. Personnel Committee – will not meet.
Information	20.	General Manager’s Report. <i>(Information on recent issues of interest to the Board)</i> .
	21.	Other Business: <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.
	22.	Adjournment – The Board will adjourn to a Board Workshop to be held virtually on Thursday, January 27, 2022, at 4:00 p.m.
	23.	Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, February 14, 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.



REVISED

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 19, 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 24, 2022:

- December 2021 Monthly Operations Report – Financial Reports
- Consider a Resolution Establishing a 115 Trust to be Administered by Public Agency Retirement Services (PARS)
- Cal-Card 2nd Quarter Fiscal Year 2022 Activity Report
- Solar and Cogeneration Facilities Operational Update

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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PERSONNEL COMMITTEE MEETING
Committee Members: Director Kite and Director Toy

AGENDA

Thursday, January 20, 2022
11:00 A.M.

Alvarado Conference Room
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

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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 24, 2022:

- General District Election
 - Consider a Resolution Ordering, Calling, Providing For, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on June 7, 2022, for the Purpose of Electing Two Directors.
 - Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on June 7, 2022, with the Direct Primary Election to be Held on June 7, 2022, and Requesting the Board of Supervisors of the County of Alameda to Consolidate said General District Election with said Direct Primary Election to be held on said date.
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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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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 21, 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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2. Roll Call

3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of January 24, 2022:

- Consider a Resolution to Accept the Construction of the Headworks Screens Replacement Project from Kiewit Infrastructure West Company
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Primary Digester No. 8 Feasibility Study
 - Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant
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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 21, 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

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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 24, 2022:

- December 2021 Monthly Operations Report – Odor and Work Group Reports

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
January 10, 2022**

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
Manny Fernandez, Secretary
Jennifer Toy, Director
Tom Handley, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Raymond Chau, Interim Technical Services Manager
Gene Boucher, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Rollie Arbolante, Customer Service Team Coach
Allan Briggs, Interim Capital Improvements Projects Team Coach
Curtis Bosick, Enhanced Treatment and Site Upgrade Program Coordinator
Karoline Terrazas, Organizational Performance Manager
Jason Yeates, Organizational Performance Coordinator
May Bautista, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Reece Berger, W.M. Lyles Co.
David Calandro, W.M. Lyles Co.
Tony Mueller, W.M. Lyles Co.
Marc Solomon, Hazen and Sawyer

Gary Skrel, Psomas
Ross Tate, Coombs-Hopkins Company

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF DECEMBER 13, 2021

It was moved by Secretary Fernandez, seconded by Director Toy, to Approve the Minutes of the Board Meeting of December 13, 2021. Motion carried with the following vote:

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

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

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

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

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF DECEMBER 16, 2021

It was moved by Director Handley, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of December 16, 2021. Motion carried with the following vote:

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

NOVEMBER 2021 MONTHLY OPERATIONS REPORT

General Manager Eldredge provided an overview of the Monthly Report, and Business Services Manager/CFO Carlson provided an overview of the financial reports.

FISCAL YEAR 2022 1ST QUARTER DISTRICT-WIDE BALANCED SCORECARD

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Manager Terrazas provided an overview of the Balanced Scorecard included in the Board meeting packet and responded to Board member questions.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

AWARD THE CONSTRUCTION CONTRACT FOR THE ENHANCED TREATMENT AND SITE UPGRADE PROGRAM PHASE 1A AERATION BASINS MODIFICATIONS PROJECT TO W.M. LYLES CO.

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated Phase 1A of the Enhanced Treatment and Site Upgrade (ETSU) Program includes the Aeration Basin Modification Project (AB Mods Project), which will modify existing Aeration Basins 1 through 7, add 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 different type of work required for each.

The AB Mods Project was advertised for bids on September 28, 2021. The District received and opened three bids on November 16, 2021. Details of the bids received were included in the Board meeting packet. W.M. Lyles was the apparent low bidder with a total bid amount of \$120,612,553, which was \$34,612,553 above the Engineer's Estimate at the time of the bid opening. Initially, staff was of the opinion that recommending the Board award this contract would be challenging based upon what was known at that time. Staff's opinion has since changed based upon the results of a thorough evaluation; details of which were included in the Board meeting packet. Several options were evaluated and the team concluded based on the competitiveness of the bids received, the risks or increased bid amounts resulting from re-bidding the project in whole or in part, and delays associated with a re-bidding effort that awarding the contract would be the best option to balance District risks and needs that the ETSU Program is intended to address. The timing of the AB Mods Project is crucial for addressing process issues that the plant has been experiencing for some time due to increased solids loadings.

The District recently secured a WIFIA loan from the EPA to fund 49% of total ETSU Program costs at a very favorable rate of 1.9%. The WIFIA loan was recently increased from \$188,758,204 to \$249,660,876 to account for the increased bid amount and anticipated economic conditions. The District recently 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. Based upon the District's fiscal model and current rate structure, staff is of the opinion that awarding this contract will not create any short- or long-term impacts to the fiscal model.

The contractor will have 1,350 calendar days to complete the Project from the Notice to Proceed, which puts the estimated substantial completion date in October 2025. Staff reviewed the bid alternates, detailed in the Board meeting packet, based upon their price and associated reduction in scope. Including Bid Alternates A, B, and E, the contract price equates to the total amount of \$121,040,200.90. W.M. Lyles Co. confirmed on December 21, 2021, that they will construct the Project as bid and enter into the construction contract. Staff recommended 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.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to 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. Motion carried with the following vote:

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

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 item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated the ETSU Phase 1A Campus Building Project (Project) includes construction of a new campus building that will consolidate the District's existing administration, control/lab, and fabrication, maintenance, and construction buildings. The Project's design consultants submitted a preliminary application to the City of Union 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 design consultants submitted plans to the City and applied for permits on July 26, 2021. City and District staff have since discussed permit fees and additional details required by the City to issue the necessary permits. A table showing a breakdown of the fees was included in the Board meeting packet. Payment of the fees will be required prior to the issuance of City permits for the project with the exception of an estimate for fees to be determined during the course of construction by the number of field visits/inspections by the City. Staff recommended 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.

It was moved by Director Handley, seconded by Director Toy, to 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. Motion carried with the following vote:

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

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 item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated Heliovaas, a developer and owner of clean power projects, approached the District with the concept of leasing unused District 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. Heliovaas proposed 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 would be adjacent to the Irvington Pump Station and the second would be on the site of the Old Newark Treatment Plant with footprints for each approximately 30,000 square feet. Neither site is currently needed for District operations, but the proposed lease agreements provide that they may be terminated if the District determines the property becomes necessary for District use in the future. The battery facilities would interconnect to the PG&E grid and would 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 to determine if a full-scale project will be feasible at each site. During this 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. A summary of the terms of the lease agreements was included in the Board meeting packet. 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. District staff have determined the lease agreements are not subject to the Surplus Lands Act as they do not allow development of the property as the battery storage facilities would not be permanent structures. 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 Surplus Lands Act. District staff will provide the California Department of Housing and Community Development with a copy of the resolution for this item at least 30 days prior to the execution of the lease agreements. Staff recommended the Board 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.

It was moved by Director Handley, seconded by Director Toy, to Adopt Resolution No. 2946 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. Motion carried with the following vote:

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

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 item was reviewed by the Legal/Community Affairs Committee. Customer Service Team Coach Arbolante stated Century Communities, Inc. will construct a residential development in four villages for Tract 8399, on Mission Falls Court and Mission Falls Lane, in the City of Fremont. The approved development plans require rerouting of an existing public sewer main that resided within a sanitary sewer easement 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 sewer main within the development while the replacement sewer main was under construction, the developer granted the District a sanitary sewer easement in 2018. The new sewer main has been constructed and accepted; sewer flow has been rerouted through the new main, and the old sewer main has been abandoned. Therefore, the corresponding easement is no longer needed and can be quitclaimed. 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. A new sanitary sewer easement will be needed for the public sewer main within the private roadways. Century Communities, Inc. constructed the new public and private sewer mains within the private roadways and granted the District a sanitary sewer easement through Parcel G that will provide for access and maintenance to the public sewer main. 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. Staff recommended 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.

It was moved by Vice President Lathi, seconded by Director Handley, to Adopt Resolution No. 2947 Accepting 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. Motion carried with the following vote:

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

REVIEW AND CONSIDER APPROVAL OF TECHNICAL SERVICES WORKGROUP MANAGER POSITION DESCRIPTION, AND REVISION TO SALARY RANGE

Human Resources Manager Boucher stated that 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 current duties of the position. 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 to align the position with the current market. Staff recommended the Board consider and

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

It was moved by Director Toy, seconded by Secretary Fernandez, to Approve the Technical Services Workgroup Manager position description and adjustments to the salary range. 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 Director Handley, to Adopt Resolution No. 2948 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:

Agreement with DCM Consulting for Geotechnical Consulting Services

This item was reviewed by the Engineering and Information Technology Committee. Customer Service Team Coach Arbolante stated the District entered into a geotechnical consulting services agreement with DCM Consulting, Inc. on December 3, 2021, 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 was included in the Board meeting packet. Although the dollar amount of the agreement is within staff's authority, the Board previously requested staff provide informational updates on these agreements.

Report on the East Bay Dischargers Authority Meeting of November 18, 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

There were no 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:

- General Manager Eldredge stated the Aeration Basins Modifications Project contract awarded earlier in the meeting was the largest bid awarded by the District to date and was the culmination of work that began in 2015. General Manager Eldredge congratulated staff and expressed gratitude to the Board for their support.
- The California Association of Sanitation Agencies winter conference was canceled due to the current COVID-19 virus surge.
- A Board Workshop to discuss the District's 115 Trust will be held virtually at 4:00 p.m. on Wednesday, January 12, 2022.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:56 p.m. to a Board Workshop to be held virtually on Wednesday, January 12, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 24th day of January 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
January 12, 2022**

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
Mark Carlson, Business Services Manager/CFO
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

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 4:34 p.m. to the next Regular Board Meeting to be held Monday, January 24, 2022, at 4:00 p.m.

SUBMITTED:

REGINA McEVOY
BOARD CLERK

APPROVED:

PAT KITE
PRESIDENT

ATTEST:

MANNY FERNANDEZ
SECRETARY

Adopted this 24th day of January, 2022



Union Sanitary District

Monthly Operations Report
December 2021



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2021 MONTHLY OPERATIONS REPORT

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

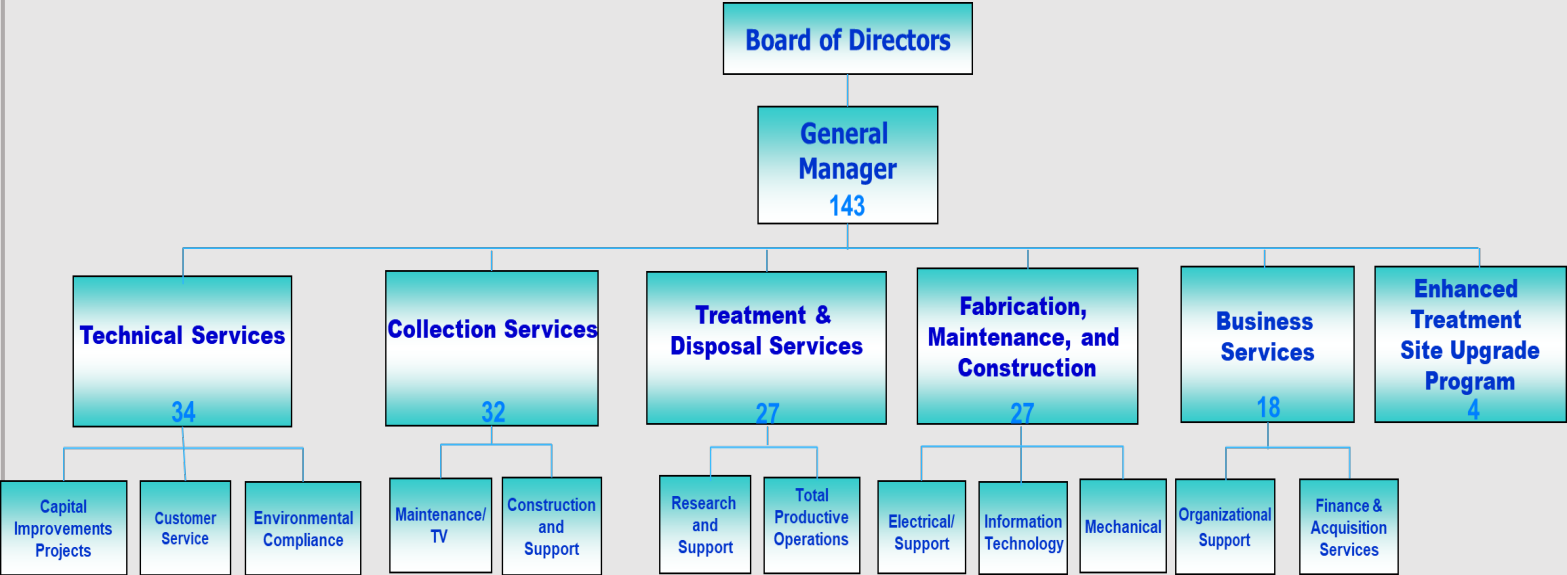
- **Organizational Overview**
- **Financial Reports**
 - Budget and Finance Report
 - Investment Portfolio
 - Portfolio Holdings by Asset Class and by Maturity Range
- **Customer Relations**
 - Odor Investigations and Response
 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **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

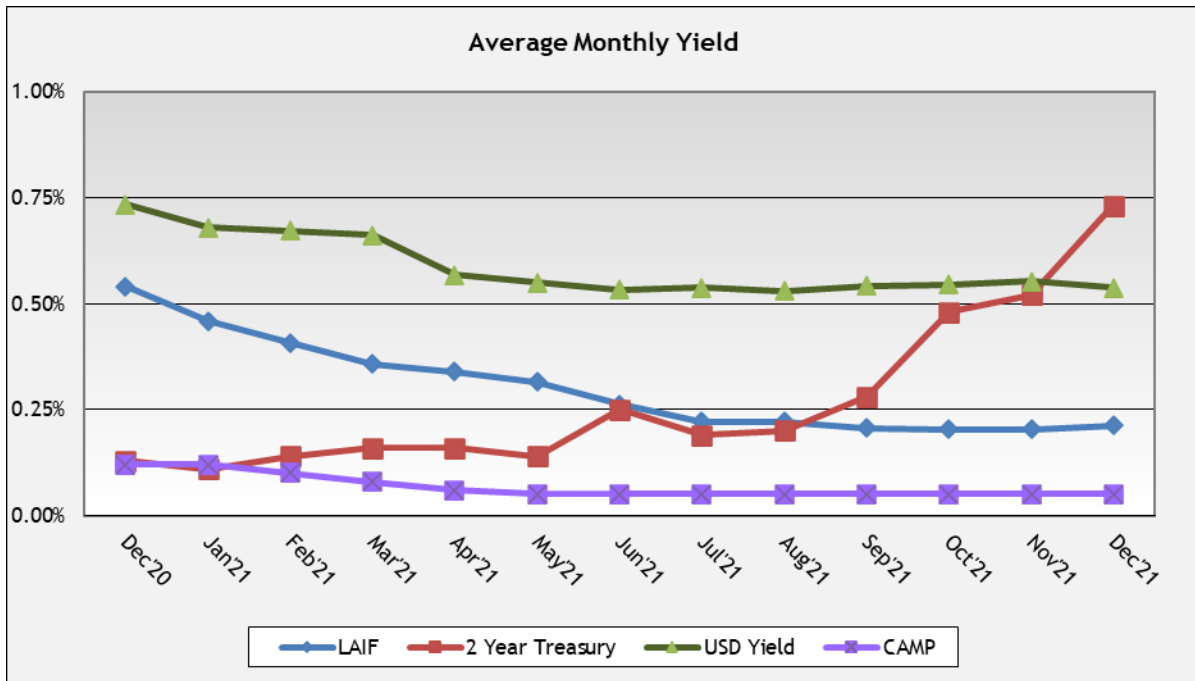
2021 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2022	Year-to-date as of 12/31/21		50% of year elapsed	Audited Last Year Actuals 6/30/21
<u>Revenues</u>	Budget	Actual	% of Budget Rec'd	
Capacity Fees	\$ 4,949,820	\$ 2,912,116	59%	\$ 9,358,209
Sewer Service Charges	74,716,000	37,170,824	50%	62,142,806
Operating (Includes work groups and fund 85)	1,260,900	594,250	47%	1,315,019
Interest	1,085,000	471,607	43%	1,438,294
Misc. (Annex fees, forfeited deposits)	50,000	1,583,406	3167%	17,720
Subtotal Revenues	<u>\$ 82,061,720</u>	<u>\$ 42,732,203</u>	<u>52%</u>	<u>\$ 74,272,049</u>
Bond Proceeds	110,000,000	110,626,705	100.6%	-
Total Revenues + Bond Proceeds	\$ 192,061,720	\$ 153,358,908	80%	\$ 74,272,049
<u>Expenses</u>	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 14,949,000	\$ 5,303,357	35%	\$ 21,520,168
Renewal & Repl. Proj.	28,240,200	6,488,428	23%	11,598,759
Operating (includes fund 85)	46,905,403	20,839,932	44%	45,515,755
Special Projects	3,960,104	103,923	3%	714,462
Retiree Medical (ADC)	1,421,401	1,156,912	81%	133,279
115 Pension Trust	3,000,000	-	0%	-
Vehicle & Equipment	125,000	-	0%	144,181
Information Systems	940,000	163,714	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	55,863	49%	111,142
Debt Servicing:				
SRF Loans	-	7,532	0%	
Bonds	12,019,092	4,336,534	36%	4,287,915
WIFIA	-	115,005	0%	100,000
Total Expenses	<u>\$ 112,075,200</u>	<u>\$ 38,766,409</u>	<u>35%</u>	<u>\$ 84,790,419</u>
Total Revenue & Proceeds less Expenses	\$ 79,986,520	\$ 114,592,498		(10,518,370)

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Aug'21	Sep'21	Oct'21	Nov'21	Dec'21
LAIF	0.22%	0.21%	0.20%	0.20%	0.21%
2 Year Treasury	0.20%	0.28%	0.48%	0.52%	0.73%
USD Yield	0.53%	0.54%	0.55%	0.55%	0.54%
CAMP	0.05%	0.05%	0.05%	0.05%	0.05%

LAIF: Local Agency Investment Fund Yield

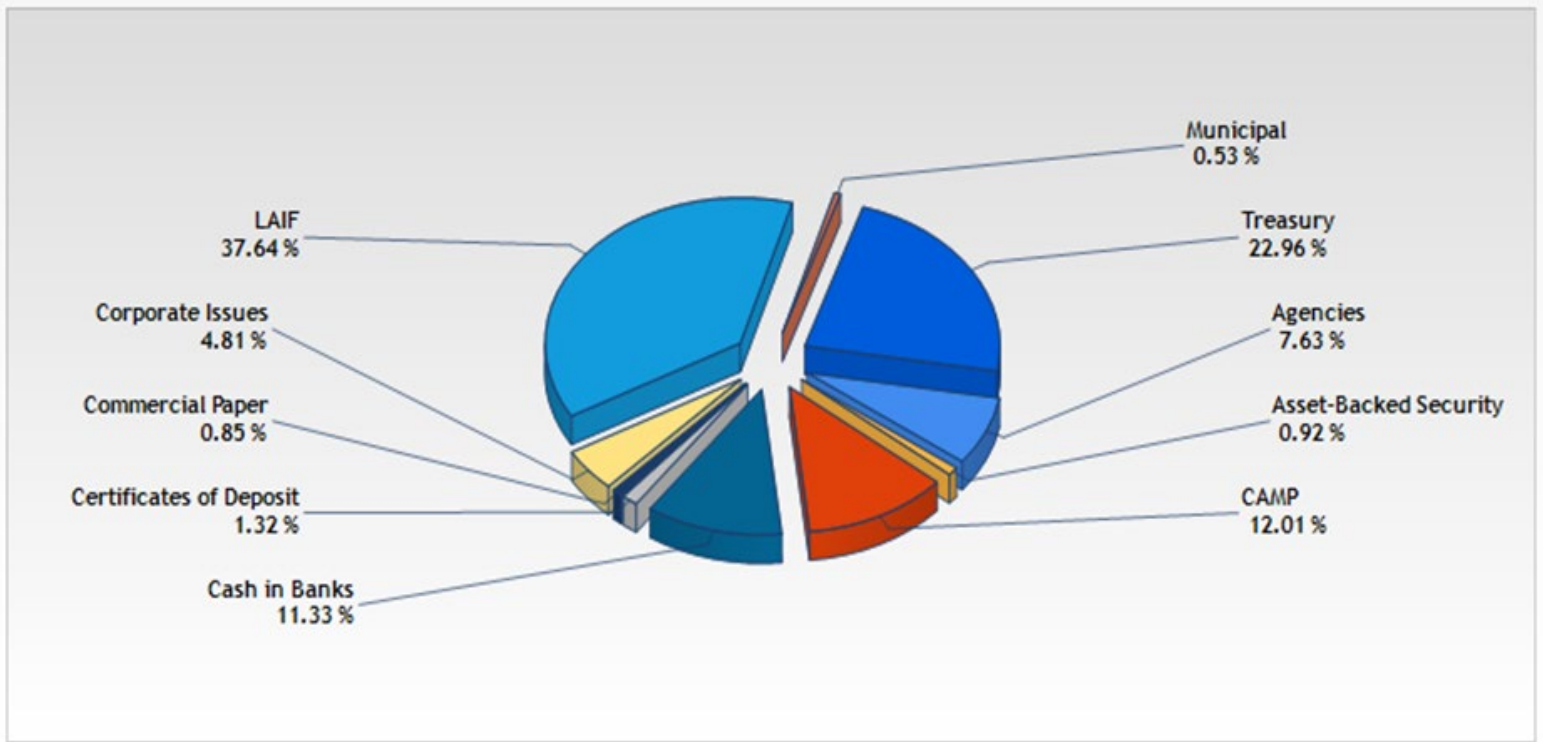
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

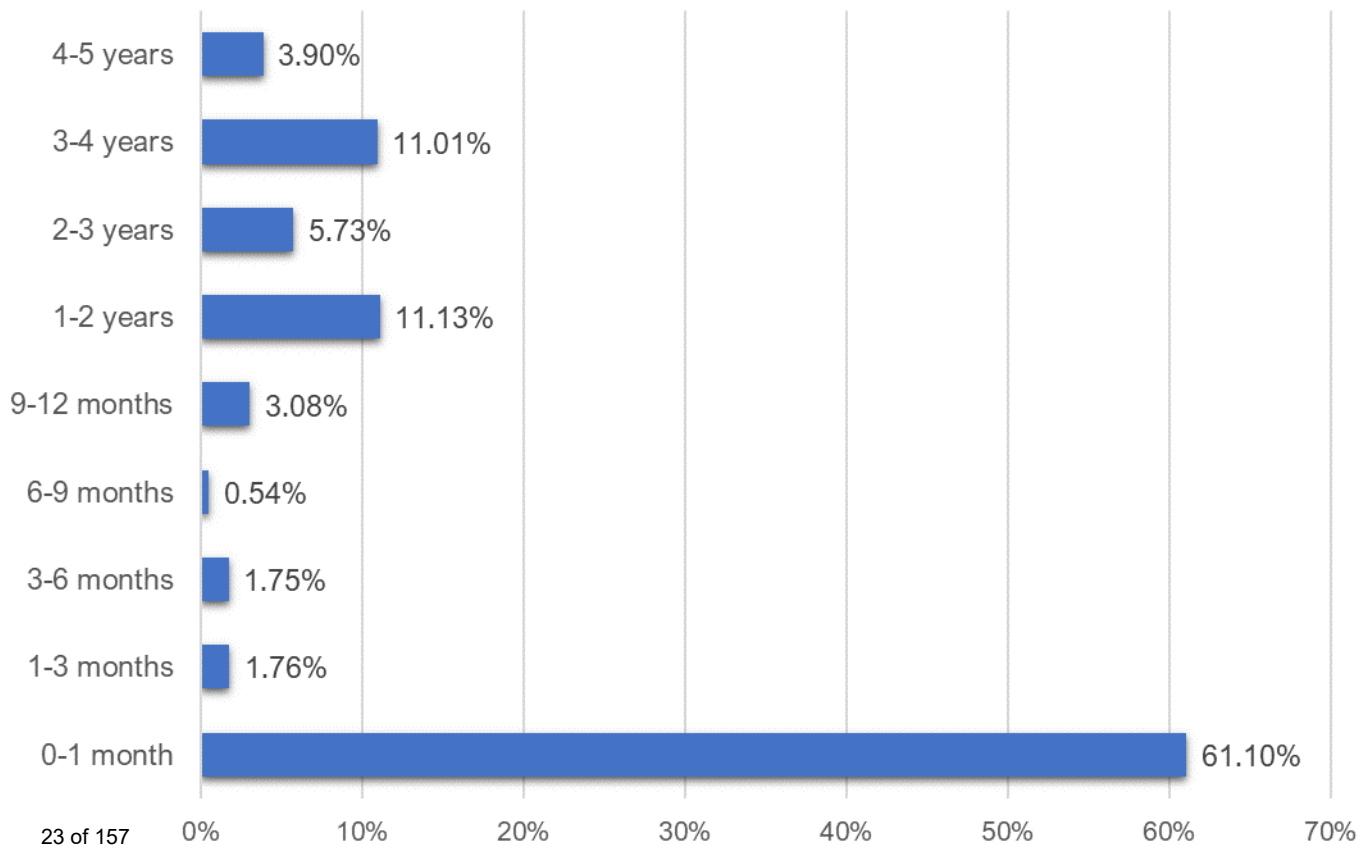
CAMP: California Asset Management Program Yield

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 December 1, 2021, through December 31, 2021, there was 1 odor related service request(s) received by the District.

City	Fremont		
District Related:	No odor found	Date/Time:	12/10/2021 9:26am
Location:	Alder Avenue	Reported by:	Marianne Nsour
Weather/Temp:	Clear / 50°F	Wind:	North West / 2mph
Response and Follow-up: Received a report of an odor, via ContactUSD, stating that the person could smell a sewage leak in the side yard facing Coronado. A contact phone number was not provided. The trouble call inspector arrived at the location where the odor was reported. No odor was detected upon arrival. The inspector then proceeded to check the u/s and d/s manholes and storm drains in a 2 block radius of address. All structures were found to be flowing normal. The inspector knocked on the door to inform the resident of findings and there was no answer. At this			

Union Sanitary District Odor Map and Report

Union Sanitary District-
Alvarado
Treatment Plant



Legend

Odor Complaints: December 2021

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

Odor Complaints: Jan. to Nov. 2021

- ★ Odor found, USD resolved (2)
- Odor found, not related to USD (2)
- ▲ No odor found (13)

Location of Odor Reports January to December 2021

0 0.5 1 2 3 4 5 Miles





Customer Service Response

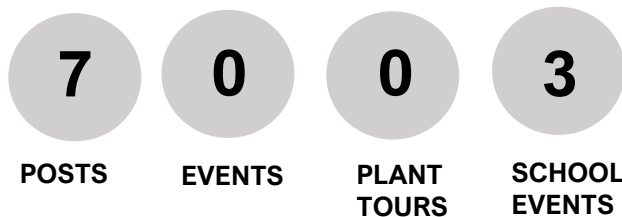
Front Desk Trouble Calls

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
Dec-21	11	2	2	15
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
6 Month Total				91
Dec-20	6	1	0	7

Communication and Outreach

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



Social Media Posts:

- ETSU information with link to webpage
- Wipes Clog Pipes
- Irvington Basin Reinforced concrete pipe rehabilitation project
- Did You Know? Items to keep out of toilets
- USD receipt of COVID fiscal relief funding
- Christmas holiday office closure
- New Year holiday office closure

Events:

- 3 School Presentations

Other Activities:

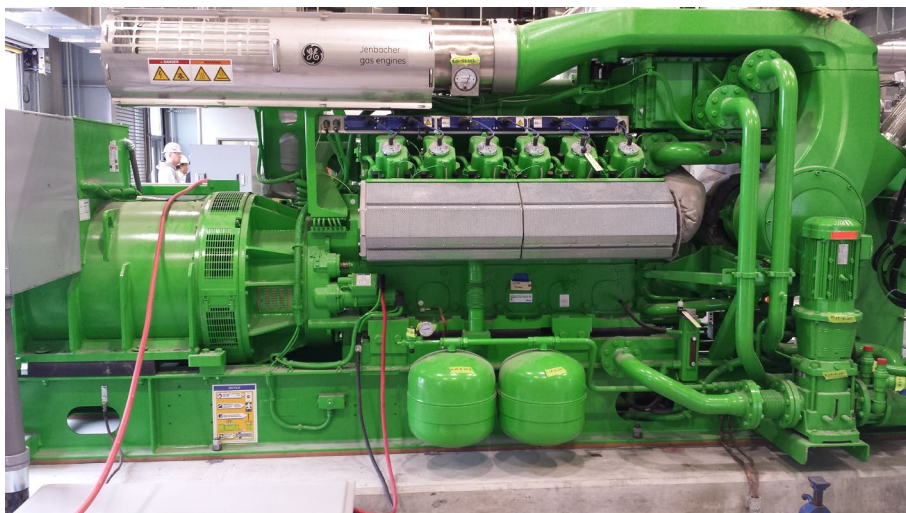
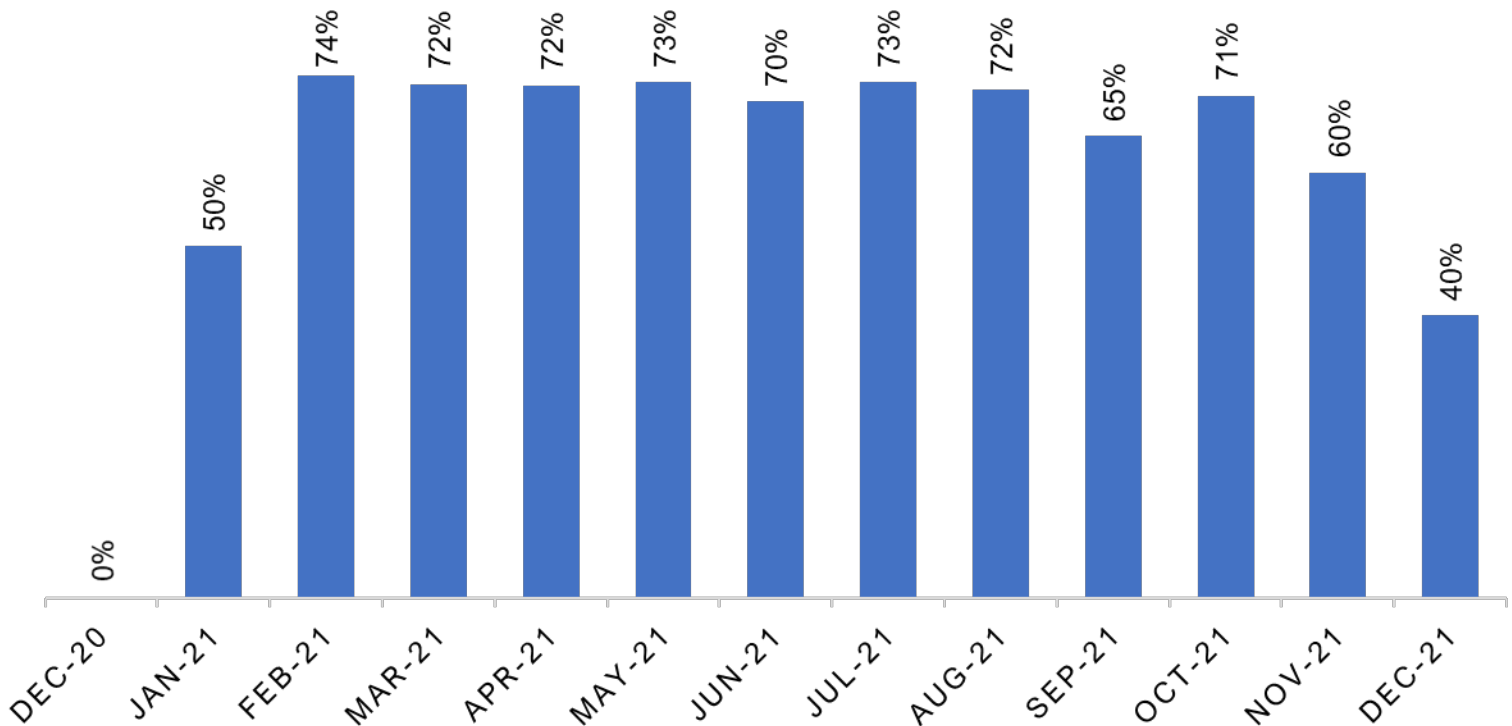
- Press release re: USD receipt of COVID fiscal relief funding
- FOG Ad in Tri-City Voice newspaper



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.

Cogen Power Produced (% of total Plant load)



Side view of one cogeneration engine



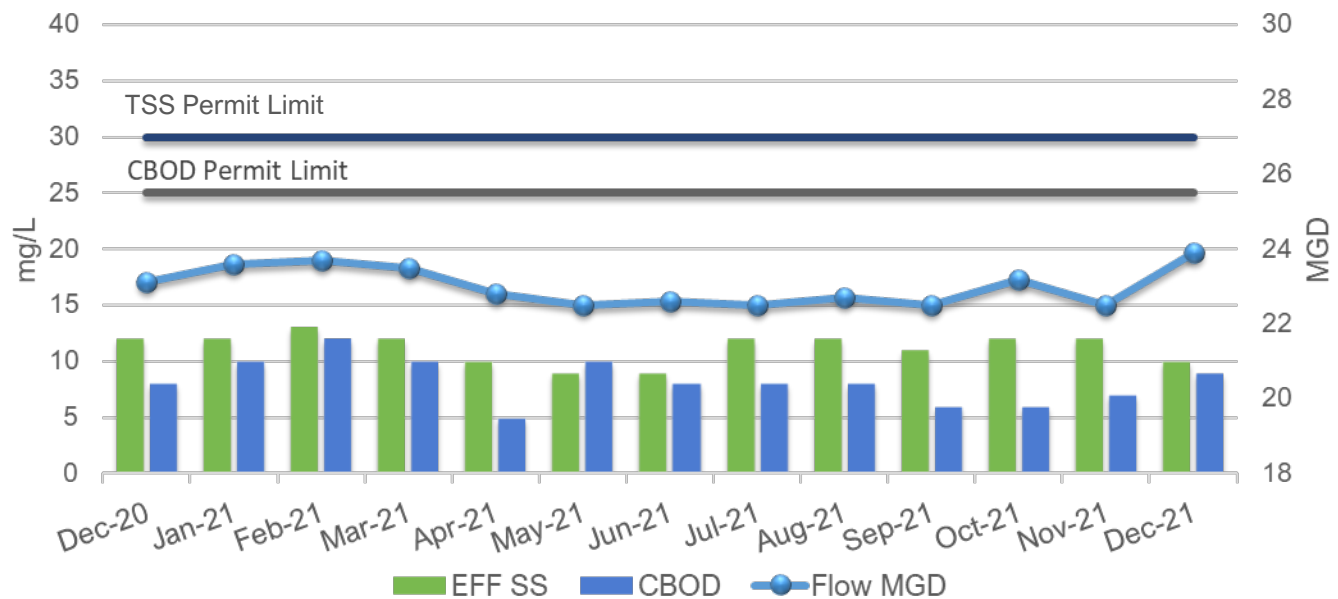
Plant Operations

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	Oct-21	Nov-21	Dec-21
Copper, µg/l	78	5.0	5.4	5.3
Mercury, µg/l	0.066	0.0032	0.0035	0.0022
Cyanide, µg/l	42	ND 3	E 1.5	ND 3
Ammonia- N, mg/L (Range)	130	44 - 52.7	43 - 49.3	35.6 - 49.0
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	53 - 89	43 - 93	32 - 38
• 11-Sample 90th Percentile	1100	228 - 249	228 - 228	93 - 228
Enterococci				
• Monthly Geometric Mean	240	25.6	18.8	16.9

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



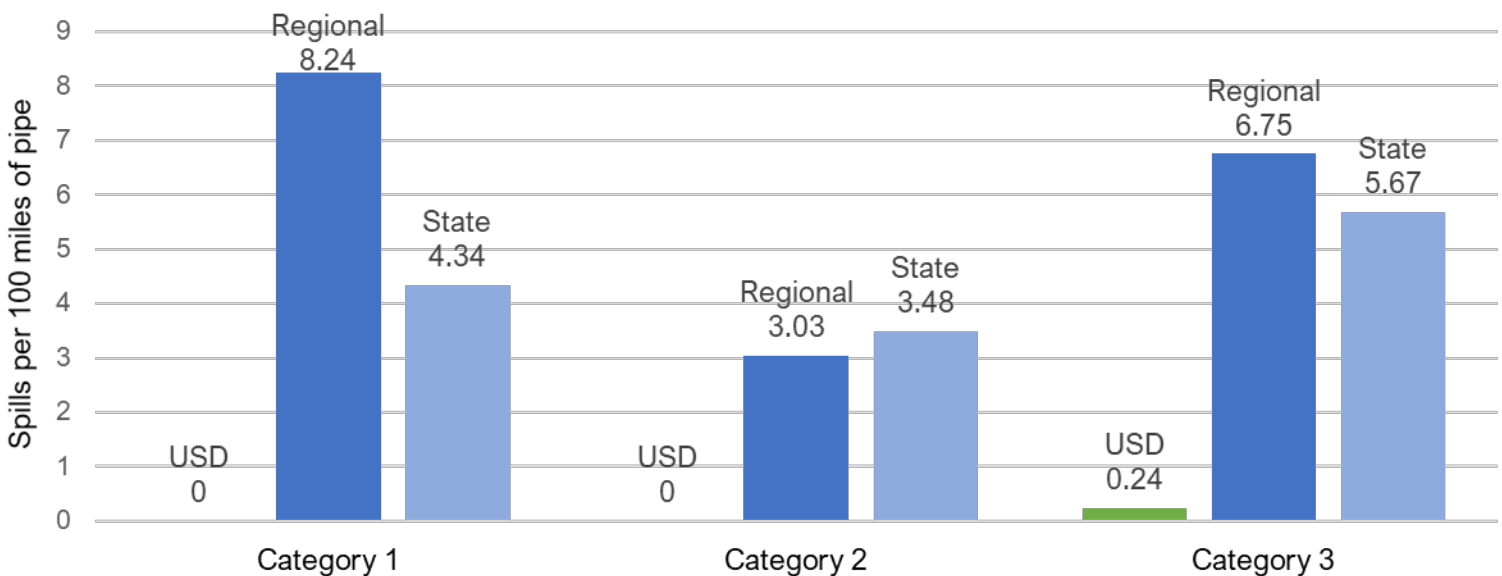
Maintenance Report

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.

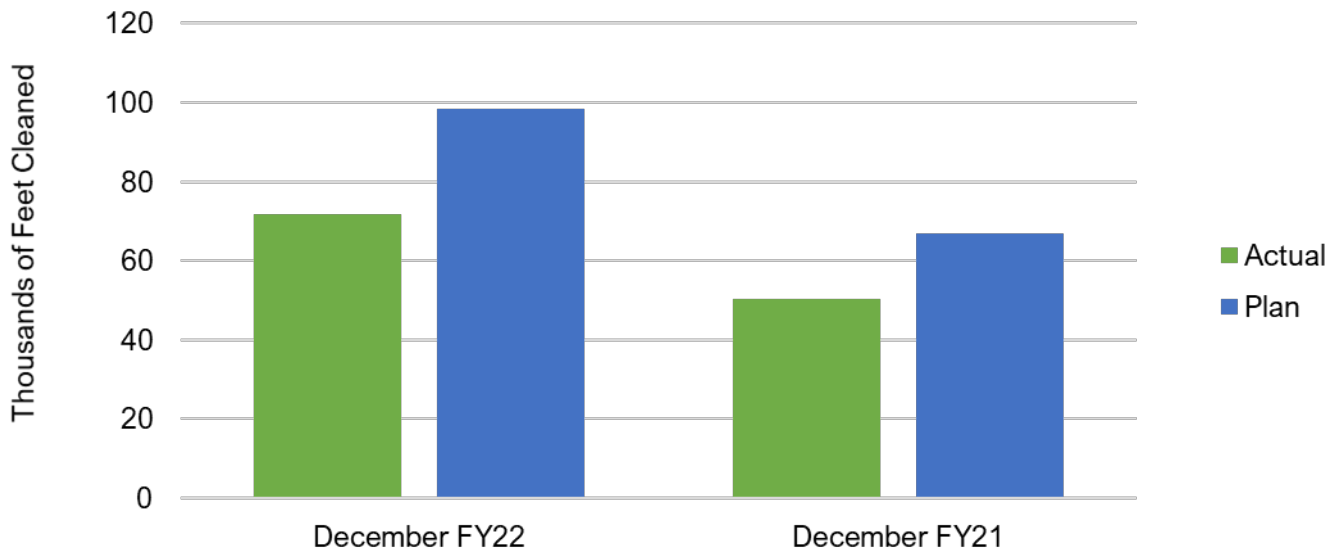
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs- # of Open Trench	2	7	2
Sewer Line Repairs- # of Trenchless	11	117	14
Work Orders Completed on Vehicles and Buildings	179	1076	171



Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



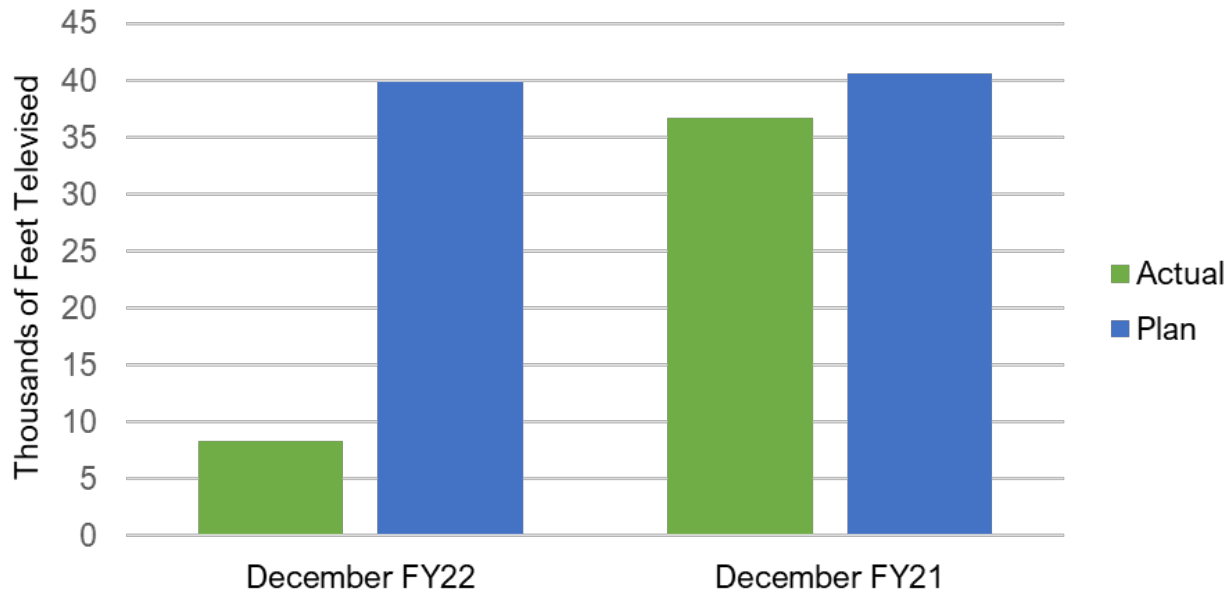
Cleaning Cost per Foot=\$1.19								
Description	Oct-21 Footage	Nov-21 Footage	Dec-21 Footage	FY22 Qtr 2 Footage	FY22 Footage	Historical FY21 Footage	FY22 Goal	% Completed to Plan
84 Month Hydro-Jet Clean	40,241	48,737	25,144	114,122	259,590	537,616	634,499	40.9%
Selective Line Cleaning	2,083	11,759	46,557	60,399	110,157	200,764	193,168	57.0%
Special Condition Clean (not in total)	2,362	2,275	979	5,616	8,724	23,622	24,124	36.2%
Root Control/Chemical Clean	104,242	25,151	-	129,393	187,610	338,555	354,820	52.9%
Totals	146,566	85,647	71,701	303,914	557,357	1,081,602	1,182,487	47.1%



Maintenance Report

2021 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Footage=\$3.40								
Description	Oct-21 Footage	Nov-21 Footage	Dec-21 Footage	FY22 Qtr 2 Footage	FY22 Footage/ Count	Historical FY21 Footage/ Count	FY22 Goal	% Complete d to Plan
84 Month TV Inspection	39,483	53,286	4,169	96,938	216,234	481,639	423,311	51.1%
84 Month Manhole Inspection Count	209	147	252	608	1,050	1,163	2,351	44.7%
Visual/Condition, Pre/Post Cnst TV (not in total)	2,085	-	1,430	3,515	3,697	1,793	17,347	21.3%
Visual Manhole Inspection Count (not in total)	32	65	66	163	301	329	-	-
New Development, CIP, Misc (not in total)	1,155	1,720	988	3,863	9,104	33,140	39,736	22.9%
QA/QC Line Condition	-	14,068	4,128	18,196	18,196	19,201	19,317	94.2%
QA/QC Root Control	8,268	-	-	8,268	35,577	22,270	35,482	100.3%
Totals	47,751	67,354	8,297	123,402	270,007	523,110	478,110	56.5%

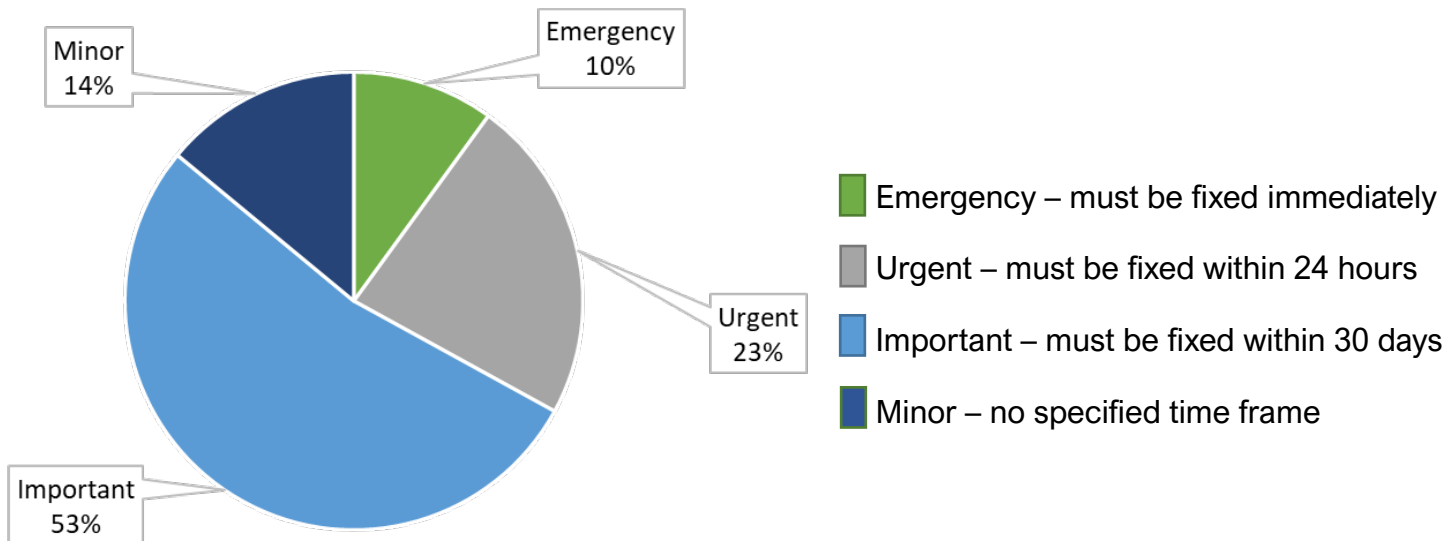


Maintenance Report

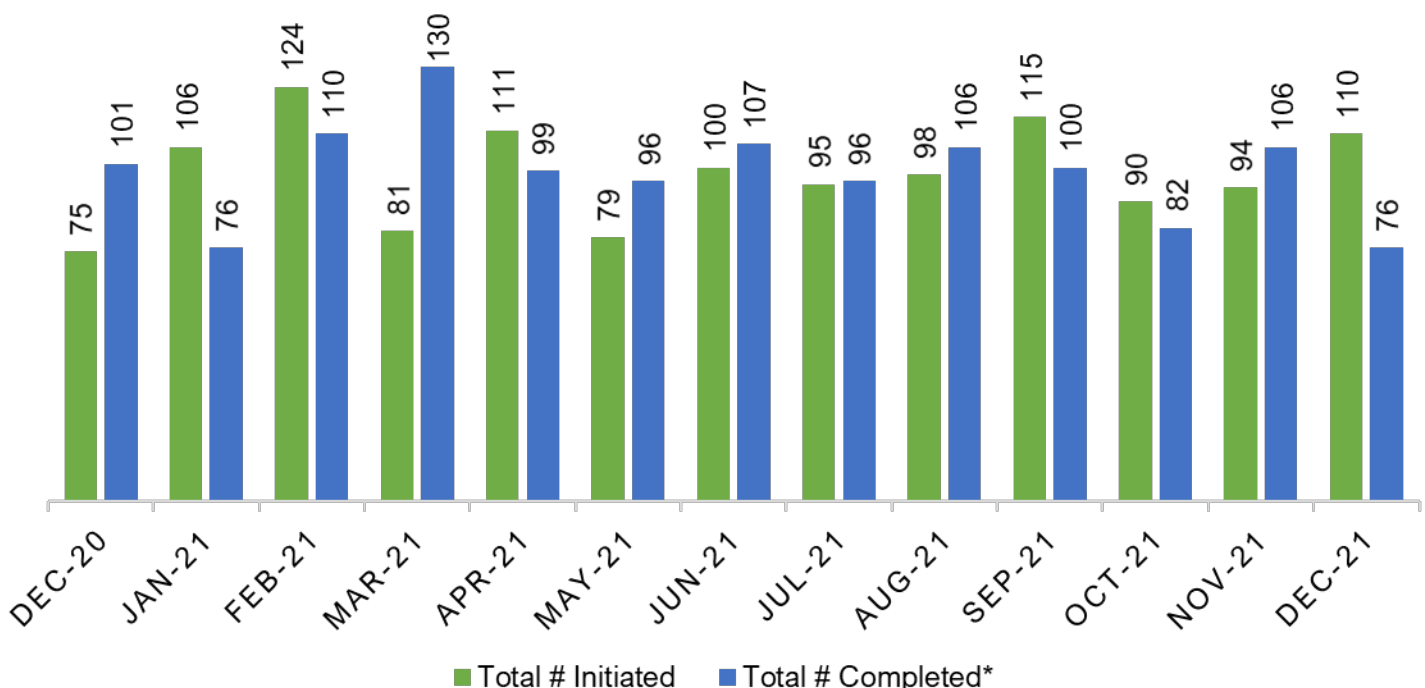
2021 MONTHLY OPERATIONS REPORT

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 91.9% 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	100%
Email Server	Hosted	
Newark Pump Station	USD Managed	99.99%
Boyce Pump Station	USD Managed	99.99%
Irvington Pump Station	USD Managed	99.95%
SCADA	USD Managed	100%
Total Average of All USD Servers	USD Managed	99.99%

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	\$322	12/21	39%
2 – Alvarado Influent Pump Station Improvements Project	\$8,890	\$7,135	10/21	84%
3 – Cathodic Protection System Improvements Project	\$483	\$360	1/22	78%
4 – Centrifuge Building Improvements Project	\$688	\$13	10/21	43%
5 – Emergency Outfall Improvements Project	\$1,399	\$818	1/22	74%
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	\$1,774	7/21	99%
9 – Primary Digester No. 7 Project	\$23,758	\$22,566	12/21	95%
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	\$18	12/21	90%
3 – Irvington Basin Reinforced Concrete Pipe Rehabilitation Project	\$271	\$204	10/21	100%
4 – Plant Miscellaneous Improvements Project	\$185	\$147	3/22	60%
5 – Pump Stations Chemical System Improvements Project	\$738	\$634	10/21	94%
6 – Sodium Hypochlorite Loop Improvements Project	\$280	\$0	5/22	10%
7 – Standby Power Generation System Upgrade Project	\$2,458	\$2,334	1/21	100%
8 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$1	7/22	6%
9 – 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	\$10	7/22	10%
2 – Force Main Condition Assessment	\$121	\$32	10/22	60%
3 – Headworks Degritting Study	\$200	\$0	10/22	0%
4– Irvington Basin Masterplan Update	\$378	\$338	11/21	99%
5 – Odor Control Alternatives Study	\$465	\$465	12/20	99%
6 – Pump Stations Condition Assessment Study	\$250	\$0	8/22	5%
7 – Thermal Dryer Feasibility Study	\$128	\$7	7/22	8%



Permitting and Inspections

2021 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals	ADUs	Restaurants	Other	Total
December 2021	22	0	39	2	1	0	65
November 2021	27	0	50	5	0	3	85
October 2021	15	3	61	11	0	1	91

*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
67	447	2	None	2	3	3	None	10

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
30	234	3	4	None	None	None	None	7

Permitted Industrial Businesses

City	Industrial Permits
Fremont	59
Newark	18
Union City 36 of 157	12

Examples of Permitted Industrial Businesses:

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



Staffing and Personnel

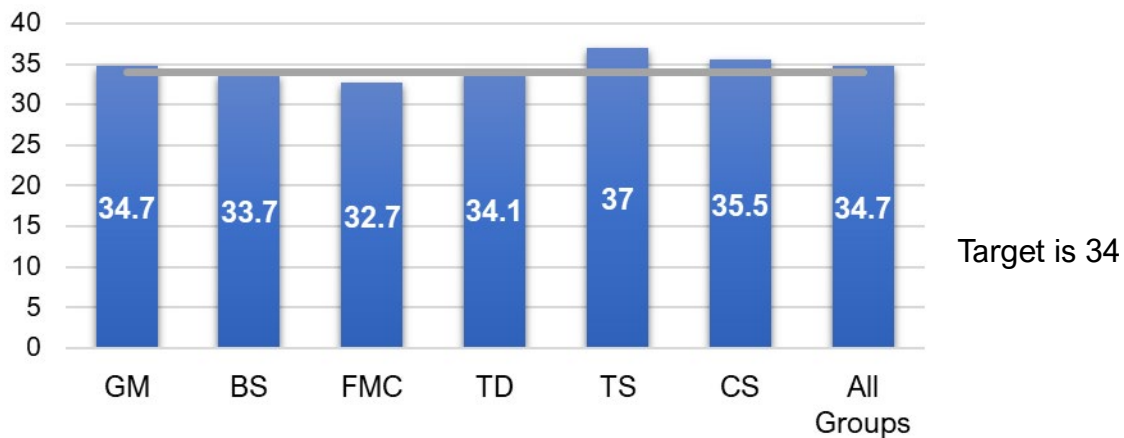
2021 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

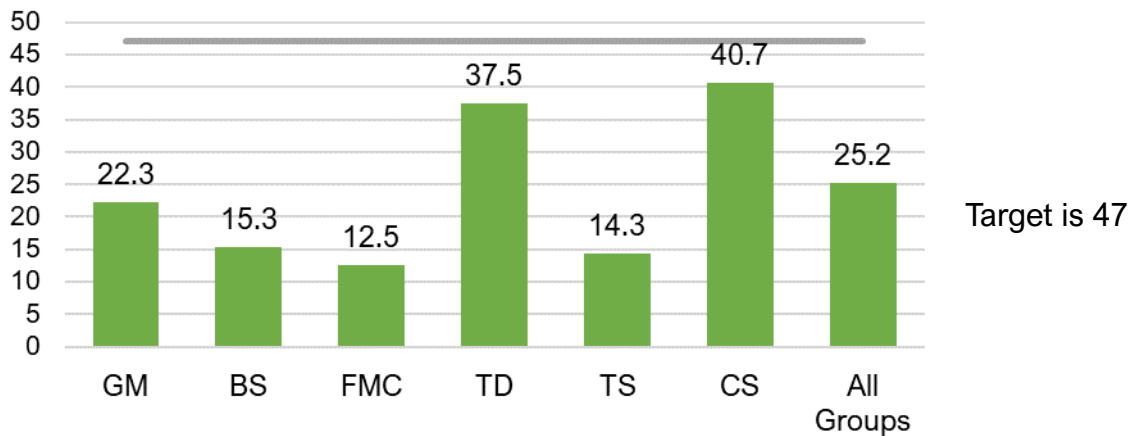
June 24, 2021 through December 22, 2021

Weeks to Date 26 out of 52 (50.0%)

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 1/13/22.
Customer Service Team Engineering Technician I/II	10/25/2021	Brian Pambuan, DOH 1/18/2022.
Collection Services Worker I	10/28/2021	Rick Lebon, transfer effective date 2/14/2022
Collection Services Coach	10/26/2021	Matt Lubina, promotion effective date 1/2/2022.
Receptionist - As Needed	10/28/2021	Bonnie Lopata, DOH 1/3/22.
Technical Services Workgroup Manager	N/A	Internal Interim recruitment.
Instrument Technician/Electrician	1/5/2022	Position open 1/5/2022.
Environmental Outreach Representative	TBD	Position description review; external recruitment TBD
Storekeeper	TBD	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 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #9**

- TITLE:** **General District Election:**
- (a) Consider a Resolution Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on Tuesday, June 7, 2022, for the Purpose of Electing Two Directors; and**
 - (b) Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on June 7, 2022, with the Statewide Direct Primary Election to be Held on June 7, 2022, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on June 7, 2022 (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk
Karen Murphy, General Counsel

Recommendation

- (a) Adopt a Resolution ordering, calling, providing for, and giving notice of a general election to be held in Union Sanitary District, Alameda County, California, on Tuesday, June 7, 2022, for the purpose of electing two Directors; and
- (b) Adopt a Resolution ordering the consolidation of the Union Sanitary District general election on June 7, 2022, with the statewide direct primary election to be held on June 7, 2022, and requesting the Board of Supervisors of the County of Alameda to consolidate the general District election with the statewide direct primary election to be held on said date; and
- (c) Authorize staff to notify the Registrar of Voters of the District's intention to consolidate election.

Discussion

Alameda County will conduct its statewide direct primary election on June 7, 2022. It is customary to consolidate the District's general election with the primary election. This year, the terms of two seats from Ward 3 (Fremont) will expire.

Once the resolutions are adopted, a notice of consolidation must be filed with the Registrar of Voters. The filing period for candidates for the two District Board of Directors positions runs from February 14, 2022, to March 11, 2022.

In accordance with previously established District policy, the candidates must pay for their own optional Statement of Qualifications. Advance payment is requested by the Registrar of Voters for this optional statement to be published.

Previous Board Action

10/14/2019 Board Meeting – Adopted Resolution No. 2865, Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on March 3, 2020, for the Purpose of Electing Three Directors

10/14/2019 Board Meeting – Adopted Resolution 2866, Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Statewide Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on March 3, 2020

RESOLUTION NO. _____

**RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING
NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY
DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON JUNE 7, 2022
FOR THE PURPOSE OF ELECTING TWO DIRECTORS**

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT, Alameda County, California, as follows:

SECTION 1: That an election be, is hereby ordered and called to be held; and,

NOTICE IS HEREBY GIVEN

that the election will be held in UNION SANITARY DISTRICT, Alameda County, California, on Tuesday, June 7, 2022, at the time for the holding of the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201, State of California, for the purpose of electing:

TWO DIRECTORS, WARD 3; FREMONT

to hold office for the term prescribed by law and until the election and qualifications of their successors. Terms of office are for four years.

SECTION 2: The election hereby called and ordered to be held in the District, including the nomination of candidates and the election of Directors and all matters pertaining thereto shall be held and conducted and the results ascertained, determined, and declared in accordance with the applicable provisions of the Health and Safety Code and Elections Code and substantially as herein prescribed and in all other respects as nearly as practicable in conformity to the general election laws of the State of California.

SECTION 3: Two Directors shall be elected from Ward 3, as defined in Union Sanitary District Ordinance No. 33, at the election, for the term prescribed by law. The Directors shall be residents and registered voters of UNION SANITARY DISTRICT and from the geographical area of the Ward each candidate seeks to represent. The ballot shall contain the names of the persons nominated for the office of Director of UNION SANITARY DISTRICT. Candidates shall declare their candidacy; election returns shall be canvassed; the election shall be held and conducted; the results shall be declared; and the certificates of election shall be issued in the same manner as the Declaration of Candidacy, election, canvassing of returns, declaration of results, and issuance of Certificates of Election for County Officers are made, declared, held, conducted, and issued consistent with the provisions of the Elections Code of California and California Health and Safety Code Section 6580.1.

SECTION 4: The election provided for herein is ordered consolidated in accordance with law, with the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201 to be held in the County of Alameda and in the territory of the UNION SANITARY DISTRICT on June 7, 2022; and the Board of Supervisors of Alameda County is authorized to cause the canvass of the returns of the

District election and certify the results of the canvass to the Board of Directors of UNION SANITARY DISTRICT; and such election within the area of the District shall be held in all respects as if there were only one election; and only one form of ballot shall be used thereat; and the election precincts, polling places, and voting booths shall in every case be the same; and there shall be only one set of election officers in each of the precincts, and they shall be those selected and designated by the Board of Supervisors of Alameda County, California, for the Statewide Direct Primary Election.

SECTION 5: Official petitions for eligible candidates desiring to file for each office may be obtained from the office of the Registrar of Voters. Appointment to each elective office will be made as prescribed by California Elections Code Section 10515 in the event there are no nominees for any specific seat or seats and a petition for an election is not filed within the time prescribed by Elections Code Section 10515. In the event of a tie vote, the tie shall be resolved by lot.

SECTION 6: At the next regular meeting of the Board of Directors of UNION SANITARY DISTRICT held after the receipt of the returns of the canvass by the Board of Supervisors of Alameda County, California, the Board of Directors shall determine the results of the election and shall provide a statement of the results of the election as ascertained by the canvass, giving the total votes cast for each candidate for office of Director voted upon at the election.

On motion duly made and seconded, this resolution was adopted by the following vote on January 24, 2022:

AYES:
NOES:
ABSENT:
ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

RESOLUTION NO. ____

RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON JUNE 7, 2022, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON JUNE 7, 2022, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON JUNE 7, 2022

WHEREAS, the Board of Directors of the UNION SANITARY DISTRICT of Alameda County, State of California, has called a General District Election to be held in said District on June 7, 2022, for the purpose of electing a successor for each of the two (2) members whose terms are about to expire; and

WHEREAS, the Board of Directors of UNION SANITARY DISTRICT has declared its intention that all General District Elections for the election of Directors be consolidated with and held on the same date as the Statewide Direct Primary Election is to be held in accordance with Section 6580.1 of the Health and Safety Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Union Sanitary District as follows:

1. That the General District Election to be held on June 7, 2022, in the UNION SANITARY DISTRICT, of Alameda County, shall be and the same hereby is consolidated with the Statewide Direct Primary Election to be held on that date.

2. Pursuant to the provisions of Elections Code Section 10400 *et seq.* of the State of California, the Board of Directors of the UNION SANITARY DISTRICT hereby requests the Board of Supervisors of Alameda County, California, to consolidate, in accordance with the law, the General District Election ordered and called to be held on June 7, 2022, with the Statewide Direct Primary Election to be held on June 7, 2022, as provided by Elections Code, Sections 1000(d) and 1201 and Section 6580.1 of the Health and Safety Code of California.

3. Any candidate filing a candidate's statement of qualifications pursuant to California Elections Code Section 13307 shall pay the actual prorated costs of printing and handling said candidate's statement as provided therein. Such payment is to be made in advance to the Registrar of Voters. The candidate's statement shall contain no more than 200 words. Candidates will not be permitted to submit other materials to be sent with the sample ballot and voter's pamphlet.

On motion duly made and seconded, this resolution was adopted by the following vote on January 24, 2022:

AYES:
NOES:
ABSENT:
ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider a Resolution to Accept the Construction of the Headworks Screens Replacement Project from Kiewit Infrastructure West Company (*This is a motion item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to accept the construction of the Headworks Screens Replacement Project (Project) from Kiewit Infrastructure West Co. (Kiewit) and authorize recordation of a Notice of Completion.

Discussion

Staff issued the Notice to Proceed to Kiewit on October 11, 2019. The 392-day project was initially scheduled to be completed on November 5, 2020. Kiewit had successfully completed the installation of the three mechanical screens and the two debris/screenings trash compactors by October 30, 2020. However, staff initiated a contract change order with Kiewit to replace the debris capture rack system from 3/8-inch to ¼-inch spacing on Mechanical Screen No. 1 to match the other two mechanical screens. The procurement and installation of the ¼-inch rack system took longer than expected due to shipping and scheduling delays. Kiewit completed the installation and reached the Project's substantial completion on October 13, 2021.

Change Orders

The Project included 13 CCOs in the amount of \$48,369.13, which is approximately 2.7% of the original contract amount of \$1,822,115. A list of the CCOs is included in the attached Table 1. A summary of the notable CCOs is provided below:

1. CCO No. 1 – Upsize Huber Multi-Rake Bar Screens

CCO No. 1 was in the amount of \$18,108.75. Each mechanical screen captures and removes the debris from the influent wastewater and drops the debris into a chute that diverts it to one of the two conveyors located behind the screens. The conveyor then carries the debris to the washer/compactor equipment before disposal in the trash compactors. It was determined during construction that the new mechanical screens specified in the contract documents were not tall enough to accommodate a chute that would divert the debris to the conveyor. Kiewit provided three mechanical screens with the correct dimensions to allow for debris disposal.

2. CCO No. 2 – Huber Multi-Rake Bar Screens Installation.

CCO No. 2 was in the amount of \$7,818.56. Due to the larger mechanical screens procured in CCO No. 1, additional labor hours and equipment were required for their installation.

3. CCO No. 3 – Light Pole Conflict.

CCO No. 3 was in the amount of \$13,654.81. The larger Mechanical Screens No. 1 and No. 2 conflicted with the existing light poles adjacent to the equipment. The light poles, electrical outlets, conduits, and wiring had to be relocated to accommodate the installation of the larger screens.

4. CCO No. 7 – Mechanical Bar Screen No. 1 Racks and Rakes Replacement

CCO No. 7 was in the amount of \$11,713. Mechanical Screens No. 2 and 3 were specified with debris capture rack systems with ¼-inch spacing while Mechanical Screen No. 1 was specified with a debris capture rack system with 3/8-inch spacing. Because the ¼-inch rack systems on Mechanical Screens No. 2 and 3 demonstrated higher capture and removal of debris without impacting the hydraulic of the wastewater flowing through the Parshall flumes used for influent flow measurement, staff decided to replace the 3/8-inch rack system that shipped with Mechanical Screen No. 1 with a ¼-inch rack system.

Time Extensions

CCO No. 7 was executed with a non-compensable time extension of 253 calendar days with a revised substantial completion date of July 16, 2021. However, due to the shipping and scheduling delays associated with this replacement, CCO No. 13 was executed with a non-compensable time extension of 89 calendar days with a revised substantial completion date of October 13, 2021.

Background

The Headworks Building was constructed during the 1993 Plant Upgrade Project (Figure 1). It has two Parshall Flumes for the Plant's influent flow measurement and three screening channels. Two of these channels were equipped with mechanically raked climber-type bar screens with racks that have spacing of 3/8-inch (Mechanical Screen No. 1) and 3/4-inch (Mechanical Screen No. 2) apart. The third channel has a manual bar rack that has spacing of 3/4-inch spacing and is used to bypass the wastewater when one or both mechanical screens are out of service.

Due to age and wear, the condition of the two mechanical screens had deteriorated over time, and maintenance had become more challenging. If staff needed to remove either of the mechanical screens from service for repairs, operational issues were encountered placing the third channel into manual service, especially during the wet weather season. As a result, staff decided to install a new mechanical screen in the third channel not only to increase the flow capacity and the reliability to handle the plant influent flow, but also provide redundancy to allow staff to take the screens out of service during peak flow conditions.

In August 2018, Mechanical Screen No. 1 failed. Staff repaired Screen No. 1 and placed it back into operation in October 2018. The mechanical components of both Screens No. 1 and No. 2 are reaching the end of their useful life, which was further reinforced by the failure. Due to the critical nature of the bar screens to the Plant's treatment processes and to avoid the similar costly repair of Mechanical Screen No. 2, staff decided to move up the replacement timeline for both Mechanical Screens No. 1 and No. 2 to be included in this Project. The Project was renamed the Headworks Screens Replacement Project in the final construction documents to reflect the amended project scope.

With the installation of the three new mechanical screens, more rags and debris or screenings will be removed, resulting in additional loading to the existing washer compactor and possibly increased odors. After evaluating various options, staff selected a larger, covered, self-contained trash compactor to mitigate the additional screenings odors and to increase the amount of screenings stored before being trucked for disposal.

Scope of Work

Woodard & Curran (W&C) completed the design in June 2019. The Project included the following improvements:

1. Replacement of the existing manual bar rack with a multi-rake mechanical screen.
2. Replacement of the two existing raked climber-type bar screens with multi-rake mechanical screens.
3. Replacement of the existing flow sensors at the Parshall flume channels.

4. Replacement of the existing uncovered trash bins with two self-contained trash compactors.

Figures 1 shows the location of the project improvements. Figures 2 through 6 show photos of the improvements.

Previous Board Action

June 11, 2018, the Board authorized the General Manager to execute Task Order No. 2 with W&C in the amount of \$108,552 to provide design services for the Headworks Screen No. 3 Project.

October 22, 2018, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 2 with W&C in the amount of \$56,490 to provide additional design services to include replacement of the two existing mechanical screens in the Project.

May 13, 2019, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with W&C in the amount of \$40,613 to provide additional design services to evaluate the replacement of the existing screenings storage bins in the Project.

September 23, 2019, the Board awarded the construction contract for the Headworks Screens Replacement Project to Kiewit in the amount of \$1,822,115.

October 14, 2019, the Board authorized the General Manager to execute Task Order No. 3 with W&C in the amount of \$74,453 to provide engineering services during construction of the Project.

October 28, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$1,176,305 to provide construction management services for the Alvarado Influent Pump Station Improvements Project and the Headworks Screens Replacement Project.

PRE/RC/AB/TL;mb

Attachments: Figure 1 – Site Plan
Figures 2 through 6 – Photos
Table 1 – CCO Summary
Resolution
Notice of Completion

FIGURE 1

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

NO SCALE



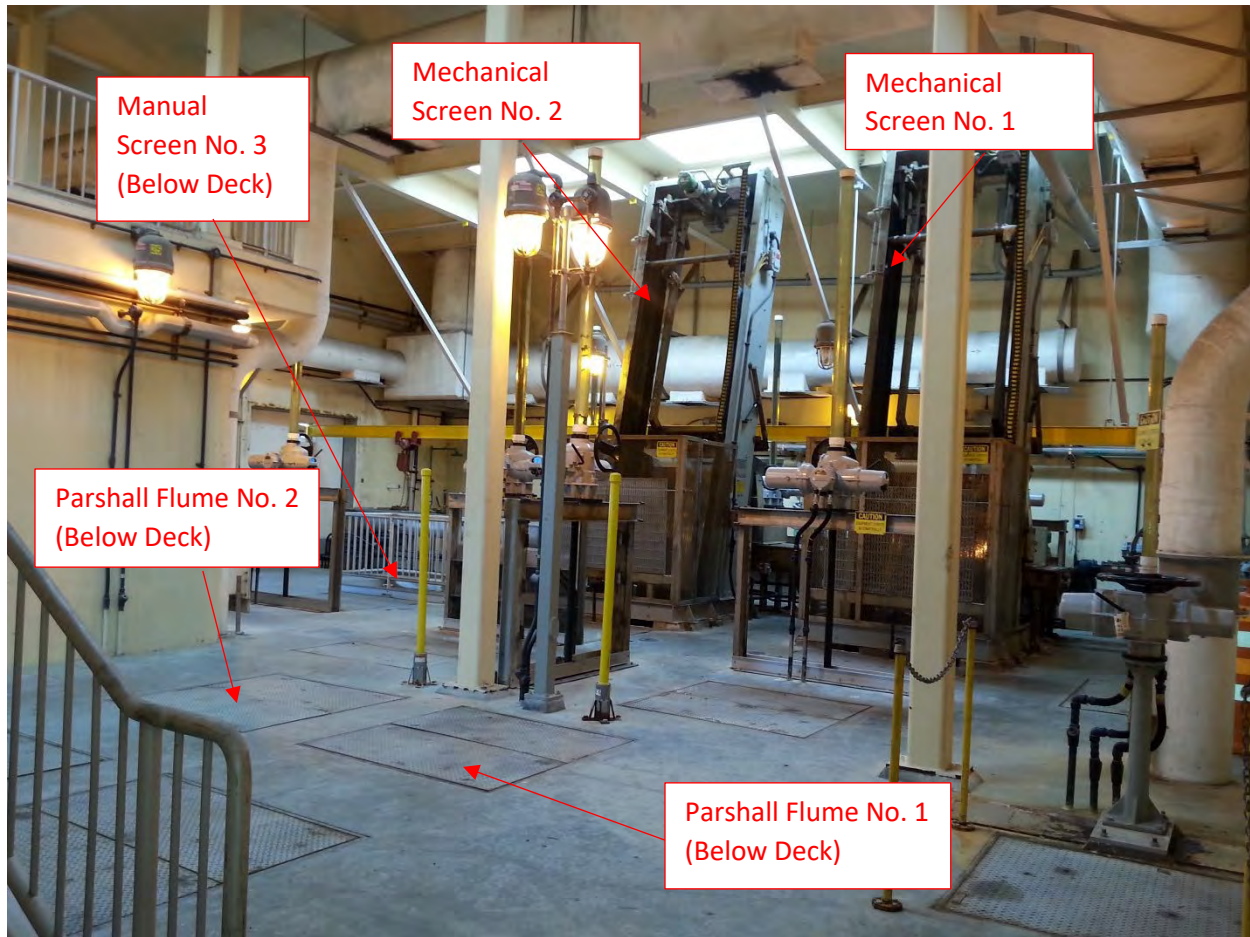


Figure 2 – Headworks Building Equipment before the Project



Figure 3 – Old Headworks Mechanical Screens No. 1 and No. 2



Figure 4 – New Headworks Mechanical Screens



Figure 5 - Uncovered Trash Bin before the Project



Figure 6 - New Self-Contained Trash Compactor

Table 1
Headworks Screens Replacement Project
Contract Change Order Summary

No.	Title	Amount
1	Upsize Huber Multi-Rake Screens	\$18,108.75
2	Huber Multi-Rake Screens Installation	\$7,818.56
3	Light Pole Conflict	\$13,654.81
4	pH Analyzer Reroute	\$1,590.55
5	Mechanical Screen No. 3 Diverter Chute Access Door Relocation	\$2,848.50
6	Area D Debris Removal	-\$6,575.11
7	Mechanical Bar Screen No. 1 Racks and Rakes Replacement	\$11,713.00
8	Light Pole Relocation Revised Scope Credit	-\$2,230.65
9	Bar Screen Channels Dewatering and Teflon Strip, Grout Removal	\$3,500.86
10	Areas A, B and C Debris Removal Credit	-\$3,400.00
11	Trash Compactor CAT-6 Cable Addition	\$1,039.86
12	Parshall Flume #1 and #2 Level Elements Relocation	\$300.00
13	Non-compensable Time Extension	\$0.00
	Total	\$48,369.13
	% Change Order (\$1,822,115 Contract Amount)	2.7%

RESOLUTION NO. ____

**ACCEPT CONSTRUCTION OF THE
HEADWORKS SCREENS REPLACEMENT PROJECT
LOCATED IN THE CITY OF UNION CITY, CALIFORNIA
FROM KIEWIT INFRASTRUCTURE WEST CO.**

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Headworks Screens Replacement Project from Kiewit Infrastructure West Co., effective January 24, 2022.

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

On motion duly made and seconded, this resolution was adopted by the following vote on January 24, 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:**

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

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283 (R&T Code 11911)

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on September 23, 2019, by said District and **KIEWIT INFRASTRUCTURE WEST CO.**, 4650 Business Center Drive, Fairfield, CA 94534, Contractor for the Project, “Headworks Screens Replacement Project,” was substantially completed on October 13, 2021 and accepted by said District on January 24, 2022.

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

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is the Union Sanitary District’s Alvarado Wastewater Treatment Plant, located at 5072 Benson Road, City of Union City, County of Alameda, State of California.

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

Executed on _____ at UNION CITY, CALIFORNIA.

PAUL R. ELDREDGE, P.E.
GENERAL MANAGER/DISTRICT ENGINEER
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 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Primary Digester No. 8 Feasibility Study (*This is a motion item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. (Carollo) in the amount of \$110,739 for the Primary Digester No. 8 Feasibility Study (Study).

Discussion

The purpose of Task Order No. 1 is to authorize Carollo to evaluate the economic and non-economic feasibility of constructing a new Primary Digester No. 8 at the location of Primary Digesters No. 1 through 3 or at another location within the Plant versus rehabilitating these aging digesters for continued use. Carollo's evaluation will include the following:

1. Utilizing data from the 2016 Plant Solids System/Capacity Assessment, the design of the Primary Digester No. 7 Project, and the development of the Enhanced Treatment and Site Upgrade Program, Carollo will analyze the effective volume and footprint of Primary Digester No. 8.
2. Carollo will evaluate an alternate site near Primary Digester No. 7 to avoid underground utilities that are located beneath the congested area encompassing Primary Digesters No. 1 through 3.
3. If construction of Primary Digester No. 8 is found to be feasible and beneficial, then depending on which location alternative is selected, one to three of the Primary Digesters

No. 1 through 3 would be available for repurposing to optimize the current solids process. Examples of repurposing the digesters include digester feed blending tanks, dedicated organics storage or co-digestion tanks, and digester gas storage.

The attached Figure 1 shows the location of the primary digesters at the Plant. The attached Figures 2 and 3 show the location alternatives for the evaluation of Primary Digester No. 8.

Carollo's scope of services and fee for Task Order No. 1 are summarized below:

Task No.	Task Description	Fee
1	Project Management	\$4,019
2	Project Meetings	\$14,630
3	Process Data Review	\$14,958
4	Site Planning, Construction Sequencing, and Alternatives Analysis	\$39,002
5	Technical Memorandum	\$23,130
6	Additional Site Evaluation and Plant Process Evaluation	\$15,000
	Total Not-to-Exceed Task Order Fee	\$110,739

Staff has reviewed the proposed fee and found it to be reasonable based on the level of effort involved. All work under this task order is expected to be completed by fall 2022.

Background

The District's Alvarado WWTP's existing digestion system utilizes mesophilic anaerobic digestion to produce biosolids for beneficial reuse as defined by the 40 CFR Part 503 regulations. Thickened primary sludge, thickened waste activated sludge and primary/secondary scum are fed to six primary anaerobic digesters for solids stabilization. Primary Digester No. 7 is constructed and will be put into service in 2022. Primary digested sludge is pumped from the primary digesters to the secondary digesters for storage prior to dewatering by centrifuges.

Primary Digesters No. 1 and No. 2 were originally constructed during the 1978 Plant Expansion Project, and Primary Digester No. 3 was originally constructed during the 1962 Plant construction project. Primary Digesters No. 2 and 3 were cleaned, inspected, and rehabilitated in the last several years. If the District proceeds with the Primary Digester No. 8 Project, it will take two to three years to predesign and design the new digester. Depending on when this process begins, the District would have mostly benefited from the rehabilitation projects of Primary Digesters No. 2 and 3 before the next cleaning, inspection, and rehabilitation cycle is scheduled for these digesters.

The rehabilitation of Primary Digester No. 1 is currently budgeted to begin in fiscal year 2023. This project will be postponed pending completion of the Study.

Previous Board Action

None.

PRE/RC/AB/DC;mb

Attachments: Figure 1 – Site Plan

Figures 2 and 3 – Location Alternatives for Primary Digester No. 8 Site Evaluation

Agreement

Task Order No. 1

FIGURE 1

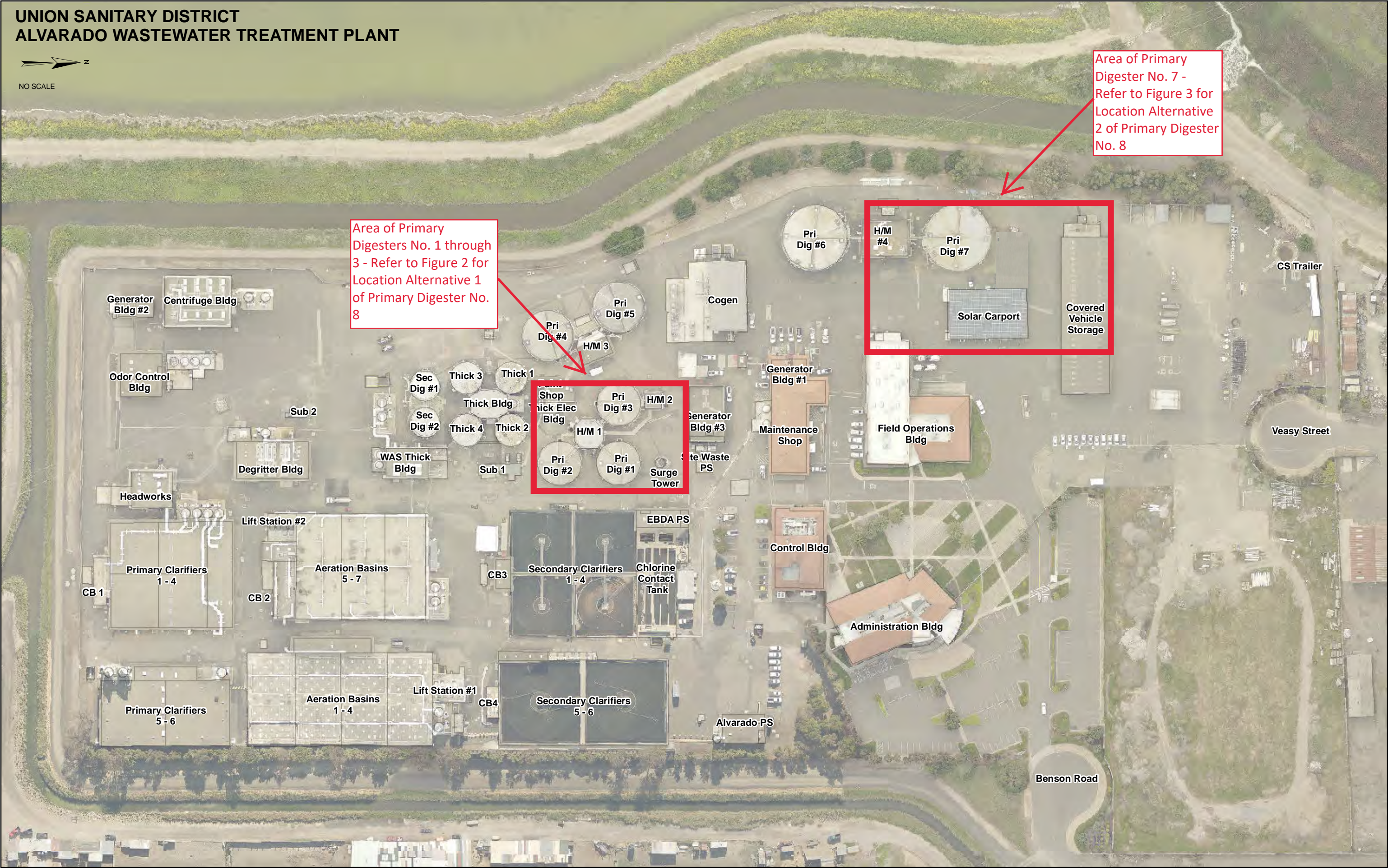




Figure 2 – Location Alternative 1: Remove Primary Digesters No. 1 and 3 and Heating and Mixing Buildings No. 1 and 2, Primary Digester No. 2 to Remain

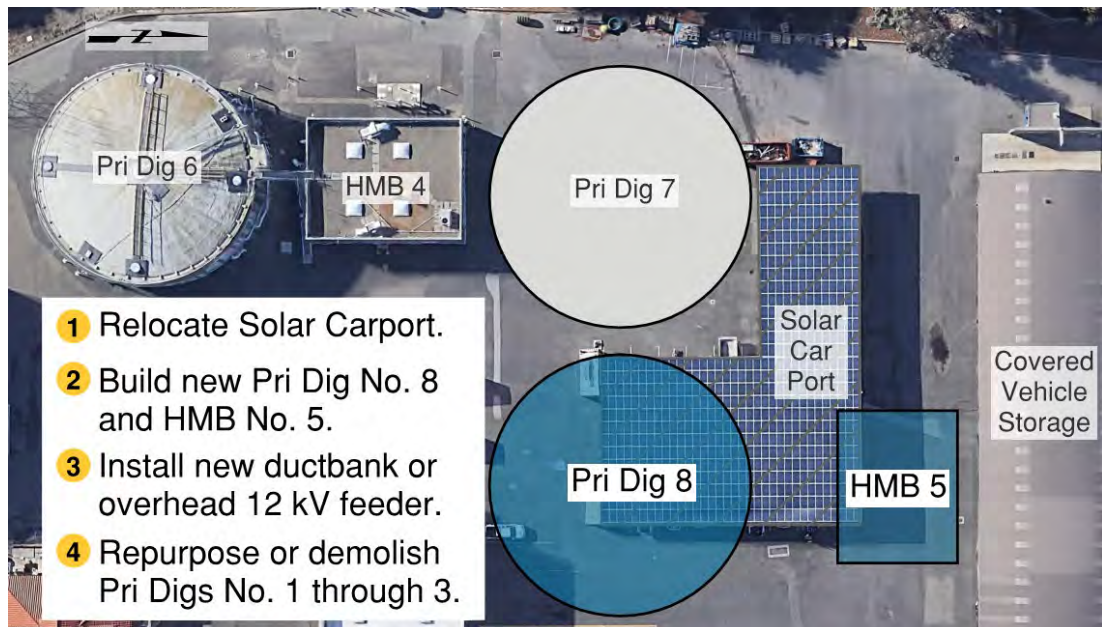


Figure 3 – Location Alternative 2: Locate Primary Digester No. 8 near Primary Digester No. 7

PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and CAROLLO ENGINEERS, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to complete the Primary Digester No. 8 Feasibility Study (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. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 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 proportionate 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, which ever 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 14), 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 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Engineer's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Engineer's systems not meeting the above requirements.

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to:

- 1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
- 2. Out of State residents: Federal criminal search of the National Criminal Database.

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the

circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

ARTICLE 23 - EXCEPTIONS

No exceptions.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

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

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Rick L. Chan, P.E.
Senior Vice President

Date: _____

PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is for Carollo Engineers, Inc. (Engineer) to perform conceptual planning for a future Primary Digester No. 8 as part of the Primary Digester No. 8 Feasibility Study (Project).

2. PROJECT UNDERSTANDING

The Union Sanitary District's (District) Alvarado Wastewater Treatment Plant (WWTP) has seven primary digesters for use to produce "Class B" biosolids as defined by the 40 CFR Part 503 regulations. Thickened primary sludge, thickened waste activated sludge, and primary/secondary scum are currently fed to six primary digesters for solids stabilization. The seventh digester (Primary Digester No. 7) was recently constructed and is scheduled to be commissioned for use in 2022.

Primary Digester No. 3 is 60 years old and was last rehabilitated in 2018-2019. Primary Digester No. 2 is 44 years old and was recently rehabilitated in 2020-2021. Before the District proceeds with rehabilitation of Primary Digester No. 1, which is also 44 years old, the District would like to evaluate the feasibility of demolishing at least two of the

existing Primary Digesters No. 1 through 3 and replacing them with a future Primary Digester No. 8 in the same location or at another location.

3. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Derek Chiu.

4. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the labor and budget estimate presented in Exhibit A.

Task 1 – Project Management

Engineer shall perform project management and prepare a project work plan to serve as a communication tool for team members. Engineer shall perform tracking and monitoring of project scope, schedule, and budget, as well as prepare monthly progress reports for attachment to the invoices. Engineer assumed an eight-month duration at one hour per month. Engineer's electrical subconsultant, Todd Beecher, assumed a six-month duration at one hour per month.

Deliverables:

- Monthly progress reports.

Task 2 – Project Meetings

Engineer shall conduct the following virtual project meetings via Teams platform:

- Meeting No. 1 – This meeting will serve as the kickoff meeting to review the project scope, schedule, study evaluation criteria, and project deliverables.
- Meeting No. 2 – This meeting will serve to review preliminary results of the process data review outlined in Task 3 and the recommended sizing of future Primary Digester No. 8 and the associated future Heating and Mixing Building (HMB).
- Meeting No. 3 – This meeting will serve to review anticipated impacts to site planning and construction sequencing activities (including potential temporary bypass system needs) outlined in Task 4, including repurposing opportunities for Primary Digesters No. 1 through 3 that will not be used or demolished. Engineer shall also review the capital and life cycle cost analysis for each location

alternative and make recommendations on whether to build a future Primary Digester No. 8 versus continuing to rehabilitate Primary Digester No. 1.

- Meeting No. 4 – This meeting will serve to review the draft technical memorandum (TM) prepared in Task 5.

Deliverables:

- Meeting agenda, presentation materials, and meeting minutes.

Task 3 – Process Data Review

Engineer shall evaluate background information concerning the existing treatment processes, structures, piping, and ancillary systems. Engineer shall establish digester design and reliability criteria and evaluate the effective volume and footprint requirements for future Primary Digester No. 8 (and other future primary digesters if needed) based on a review of the following information to meet average and maximum month solids loading conditions based on the permitted plant capacity of 33 mgd average dry weather flow (ADWF).

- Treatment plant process data for calendar years 2020 and 2021.
- Solids System Capacity Assessment Report.
- Basis of Design Report for Primary Digester No. 7.
- Basis of Design Report for the Enhanced Treatment and Site Upgrade Program.

Once Engineer has established the recommended capacity of future Primary Digester No. 8, Engineer shall also establish the recommended size of a future HMB to house ancillary mechanical and electrical equipment for the future digester(s).

Deliverables:

- Summary of recommended digester design sizing criteria.
- Recommended sizing of the future Primary Digester No. 8.
- Recommended sizing of a future HMB to house electrical and ancillary mechanical equipment for future Primary Digester No. 8.

Task 4 – Site Planning, Construction Sequencing, and Alternatives Analysis

Engineer shall review available design and record drawings of the WWTP to evaluate site constraints and plant access, underground mechanical, piping, and electrical utilities for connections, affected existing and planned structures, and available space for locating future Primary Digester No. 8 and a future HMB at two location alternatives within the treatment plant:

- Alternative 1 - Area occupied by Primary Digesters No. 1 and 3 and HMB Nos. 1 and 2.
- Alternative 2 - Area near Primary Digester No. 7.

For each digester location alternative, Engineer shall review the following:

- Estimate footprint and power requirements of the future facilities.
- Identify major mechanical, piping, and electrical utilities tie-ins requirements between existing and future facilities, as well as evaluate need for major “bypass” systems to keep non-digester-related processes in operation.
- Prepare construction work sequencing steps for implementation.
- Prepare a comparison table that lists both pros and cons.
- Identify and evaluate repurposing opportunities for the remaining Primary Digesters No. 1 through 3 that will not be used or demolished.
- Evaluate potential advanced digestion processes (i.e., recuperative thickening, two-phase digestion, temperature-phased anaerobic digestion, etc.) that could be used to improve conventional and co-digestion treatment performances and reduce cost of future facilities.
- Prepare preliminary process flow diagrams and conceptual sketches to show the proposed layout of future facilities.
- Prepare Class 5 construction cost estimates that generally conforms with AACE International guidelines for the alternatives.
- Prepare a life cycle cost analysis that includes estimated capital and O&M costs.

Using the information above, Engineer shall recommend whether it is feasible to construct a future Primary Digester No. 8 versus continuing to rehabilitate existing Primary Digester No. 1.

Deliverables:

- Comparison table listing site requirements, major “bypass” system requirements, economic and non-economic factors, and pros and cons for viable digester location alternatives.
- Preliminary construction sequencing steps for viable digester location alternatives.
- Summary of repurposing opportunities for Primary Digesters No. 1 through 3 that will not be used or demolished.
- Summary of advanced digestion process opportunities to improve existing digestion operations.
- Class 5 construction cost estimates for the alternatives.

- Recommendation on whether to construct a future Primary Digester No. 8 versus rehabilitation of existing Primary Digester No. 1.

Task 5 – Technical Memorandum

Engineer shall prepare a TM that summarizes the study approach, applicable evaluations and analysis, and key findings from Tasks 3 and 4. Engineer shall initially submit this TM in draft form for District review over a 2-week period. Engineer shall incorporate all applicable comments agreed to that were received during Meeting No. 4 and written comments provided by the District after Meeting No. 4 into the final TM. Engineer shall provide written responses to District comments to let District staff know how each comment will be incorporated into the final TM.

Deliverables:

- Draft and final TMs in PDF format.
- Written responses to District’s review comments on the draft TM.

Task 6 – Additional Site Evaluation and Plant Process Evaluation

An allowance of \$15,000 is included for the Engineer to perform additional site evaluation and plant process evaluation as required by the District if unknown items of concern are encountered during the course of the study. Engineer shall not proceed with utilizing any budget in Task 6 unless directed in writing by the District.

Assumptions for Tasks 1 – 6

- The District will provide the requested reports outlined in Task 3 within one (1) week after issuing the Notice to Proceed for Engineer to evaluate and establish digester design sizing criteria. Treatment plant process data for calendar years 2020 and 2021 will be provided one (1) week after Meeting No. 1.
- The District will provide existing geotechnical investigations available within three (3) weeks after issuing the Notice to Proceed for Engineer to use to assess planning-level foundation designs for future facilities.
- The District will provide the Engineer with one collated set of written review comments on the draft TM within two (2) weeks after completion of Meeting No. 4.
- In Task 4, there is budget allocated for a potential third location alternative that could be developed during the analysis.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for this Task Order is \$110,739. A summary of the anticipated distribution of labor and budget estimate for each task is shown in Exhibit A.

The following table summarizes the previously executed and proposed task orders and amendments, if any, under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Primary Digester No. 8 Feasibility Study	\$110,739	Yes	Paul Eldredge
Total	\$110,739		

6. TIME OF COMPLETION

All work defined in this Task Order shall be completed within 34 weeks after the execution of this Task Order and is subject to the conditions of Article 3 of this Agreement. The anticipated schedule for completion of Engineer's scope of services is summarized as follows:

- Notice to Proceed (NTP): February 1, 2022.
- Meeting No. 1 (Kick-off Meeting): Week of February 14, 2022.
- Meeting No. 2: Week of April 18, 2022.
- Meeting No. 3: Week of July 18, 2022.
- Draft TM Submittal: August 12, 2022.
- Meeting No. 4: Week of August 15, 2022.
- Final TM Submittal: September 16, 2022.

7. KEY PERSONNEL

Engineer's personnel assigned to this Task Order shall consist of the following individuals:

<u>Key Person to be Assigned</u>	<u>Role</u>
Scott Parker	Principal-in-Charge
Rick Chan	Project Manager
Rashi Gupta	Project Engineer
Katherine Bezek	Civil/Mechanical Engineer
Cameron Clark	Process Engineer
Todd Beecher	Electrical/I&C Engineer

Key personnel will not be changed except in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of _____ and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

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

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Rick L. Chan, P.E.
Senior Vice President

Date: _____

EXHIBIT A

UNION SANITARY DISTRICT
PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY
LABOR AND BUDGET ESTIMATE

Task	Description	Other Direct Costs (ODC)													
		SP	LPP	PP	CAD	DP	Total	Labor	Subconsultants		Markup	PECE	Mileage	ODC	Total
		\$324	\$278	\$225	\$155	\$132	Hours	Cost	Name	Amount	5%	\$13.00	Amount	Total	Cost
1	Project Management	8	0	0	0	0	8	\$2,592	Beecher	\$1,260	\$63	\$104		\$1,427	\$4,019
2	Project Meetings	8	8	20	0	0	36	\$9,311	Beecher	\$4,620	\$231	\$468		\$5,319	\$14,630
3	Process Data Review	8	16	32	0	0	56	\$14,230				\$728		\$728	\$14,958
4	Site Planning, Construction Sequencing, and Alternatives Analysis	12	40	68	0	0	120	\$30,286	Beecher	\$6,720	\$336	\$1,560	\$100	\$8,716	\$39,002
5	Technical Memorandum	8	16	36	8	4	72	\$16,902	Beecher	\$5,040	\$252	\$936		\$6,228	\$23,130
6	Additional Site Evaluation and Plant Process Evaluation	8	16	25	2	0	51	\$12,964	Beecher	\$1,260	\$63	\$663	\$50	\$2,036	\$15,000
Total =		52	96	181	10	4	343	\$86,285		\$18,900	\$945	\$4,459	\$150	\$24,454	\$110,739

Legend:

SP Senior Professional - Chan, Parker
LPP Lead Project Professional - Gupta, Dadik
PP Project Professional - Clark, Bezek
CAD CAD Designer/Graphics
DP Document Processor/Support Staff

Notes:

1. Labor rate schedule shown is equivalent to a multiplier of 3.21.
2. Mileage is based on 86 miles round trip @ IRS standard rate.
3. Subconsultant mark-up is 5%.
4. Beecher (EI&C)'s labor rate is \$210/hr.
5. PECE = Project equipment and communication expense.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #12**

TITLE: Consider a Resolution Establishing a 115 Pension Trust to be Administered by Public Agency Retirement Services (PARS)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO, Business Services Work Group Manager

Recommendation

Staff recommends the Board consider a resolution establishing a 115 Pension Trust to be administered by Public Agency Retirement Services (PARS).

Discussion

The District contracts with CalPERS for its employees' pension services. The District's annual pension costs are comprised of two components, the normal cost (the dollar amount required to fund the current program and employees) as well as an Unfunded Accrued Liability (UAL) (the unfunded portion of the pension costs from prior years). In an effort to address these ongoing annual expenses, the Board directed staff to explore options to manage the UAL and normal pension costs.

One of the options that staff is recommending to the Board is the establishment of a 115 Pension Trust. Some of the benefits to the District utilizing a Trust are:

- Assets can only be utilized for pension related expenses, including the UAL.
- A Trust allows for greater investment flexibility and risk diversification compared to an agency's general fund investments. Generally the rate of the return for a Trust is greater than other investments available to public agencies.
- Rating agencies tend to look favorably upon such arrangements which maintains or has the potential to improve the Districts credit rating.

In response to an RFP for 115 Trust services, the District received three proposals:

1. CalPERS
2. PARS
3. PFM Asset Management

Staff is recommending awarding the contract for pension trust administration services to PARS based upon their scoring in the areas of the firms' qualifications, experience, reputation, proposed fees and projected investment returns. Staff is recommending that the contract be for a two year period, at which time staff will conduct a review of PARS investment performance against the benchmarks referenced in the firm's proposal. Subsequent contract extensions will be at the agreement of both parties on an annual basis through the life of the plan.

Attached to this report is the proposed Agreement for Administration Services, which sets forth the contractual terms of the relationship including the related fee structure between the District and PARS.

Staff is recommending the General Manager, or their designees, shall serve as the District's Plan Administrator and they will have the authority to enter into other legal and administrative documents on behalf of the District to administer the Program. Including without limitation an agreement with US Bank/Highmark or other entity for Investment Advisory Services. The District's Plan Administrator is would also be authorized to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued.

Background

In February 2021, the Board held a workshop, that in part, was for the purpose of discussing the CalPERS UAL for the Districts pension plan. At that time, the UAL was in excess of \$51 million dollars. Staff proposed a strategy whereby the District could begin contributing funds into a 115 Pension Trust that would eventually accumulate enough money (contributions + investment earnings) to retire the Districts UAL early.

The Board, after reviewing various options, opted for a plan that would contribute \$3 million dollars annually into a Trust. This strategy anticipates having sufficient funds to retire the UAL in 12 years and would save the District over \$20 million dollars in future interest costs. During the FY 21/22 budget process, the Board approved the first contribution of \$3 million dollars. They will revisit the contribution amount each year during the annual budget process.

During this workshop, the Board also directed staff to conduct an RFP for 115 Pension Trust Services which was issued in October 2021. Upon receiving responses from three firms, the Board held two workshops to discuss the results of the RFP on December 16, 2021 and January 12, 2022. Out of those workshops, the Board directed staff to bring a final recommendation to a regularly scheduled Board meeting.

In May of 2021, the Board adopted Pension and OPEB Funding Policy #2095. This policy provides direction to the District regarding a desired funding target as it relates to the Districts Pensions and Other Post Employment Benefits (OPEB) plans, the method by which to fund the shortfall, and the allowable expenses that can be paid/reimbursed from a 115 Trust (Trust).

Previous Board Action

None

Attachment

Resolution

Agreement for Administration Services

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE UNION SANITARY DISTRICT ESTABLISHING
A 115 PENSION TRUST TO BE ADMINISTERED BY
PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

WHEREAS, the Union Sanitary District's ("District") pension plan, funded by CalPERS, has an Unfunded Accrued Liability (UAL); and

WHEREAS, the District's held several workshops to discuss pension costs and options available to address these ongoing annual expenses; and

WHEREAS, establishing a 115 Pension Trust provides certain opportunities to reduce long term debts and interest costs to the District; and

WHEREAS, an RFP was conducted by the District for Trust administration services, through which PARS provided the most advantageous proposal to the Districts benefit; and

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the Union Sanitary District ("District") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the District's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the District's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the District reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Union Sanitary District hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective January 24, 2022; and
2. The Board of Directors hereby appoints the General Manager, or his/her successor or his/her designee as the District's Plan Administrator for the Program; and
3. The District's Plan Administrator is hereby authorized to execute the Agreement for Professional Services with PARS, with minor revisions as may be approved by the Plan Administrator in consultation with General Counsel, and other legal and administrative

documents on behalf of the District to administer the Program, including without limitation an agreement with US Bank/Highmark or other entity for Investment Advisory Services. The District's Plan Administrator is further authorized to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Program.

AYES:

NOES:

ABSENT:

ABSTAIN:

Pat Kite
President of the Board of Directors
Union Sanitary District

Manny Fernandez
Secretary, Board of Directors
Union Sanitary District

AGREEMENT
FOR
PROFESSIONAL SERVICES
BETWEEN
UNION SANITARY DISTRICT
AND
PHASE II SYSTEMS, DBA PUBLIC AGENCY RETIREMENT SERVICES AND PARS

This AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is made of _____, 2022, BETWEEN UNION SANITARY DISTRICT ("DISTRICT), and Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS ("PARS").

RECITALS

WHEREAS, DISTRICT desires to obtain Section 115 Retirement Trust Services (the "Services"); and

WHEREAS, PARS is qualified and prepared to provide such Services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1
SERVICES TO BE PERFORMED BY PARS

1.1 PARS shall perform the Services, including without limitation the services described in Exhibit A, attached hereto and incorporated herein, as requested by DISTRICT and in accordance with the milestone and delivery schedule set forth in Exhibit A.

1.2 PARS agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.

1.3 PARS may perform part of the Services at sites which contain unknown working conditions and contaminated materials. PARS shall be solely responsible for the health and safety of PARS's employees during the performance of the Services.

ARTICLE 2 COMPENSATION

2.1 Compensation for all of the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. PARS' fee for Services shall be deducted from Plan assets on a monthly basis, as set forth in more detail in Exhibit B.

ARTICLE 3 INFORMATION FURNISHED TO PARS

3.1 PARS will provide the Services contingent upon the DISTRICT providing PARS the information specified in the exhibit attached hereto as Exhibit C entitled Data Requirements (the "Data"). It shall be the responsibility of the DISTRICT to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the DISTRICT to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit A, PARS shall be under no duty to question Data received from the DISTRICT, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the DISTRICT. In the event that the DISTRICT fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the DISTRICT.

ARTICLE 4 PERIOD OF SERVICE

4.1 This Agreement shall become effective upon full execution and shall remain in full force and effect for a period of two years. Thereafter, the Agreement shall continue unchanged for successive twelve-month periods following the then-term, unless either DISTRICT or PARS notifies the other party of its intent to not renew at least thirty (30) days prior to the expiration date.

ARTICLE 5 STANDARD OF CARE

5.1 PARS represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner.

PARS represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. PARS agrees that the Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which PARS is engaged, in the same or similar geographical area in which PARS practices its profession, and will prepare all work products required by this Agreement in accordance with such standards. DISTRICT and PARS agree that PARS is in responsible charge of the Services and DISTRICT shall have no control over the method or means of performance of the Services. Acceptance by DISTRICT of the Services does not operate as a release of PARS from professional responsibility for the Services performed.

ARTICLE 6 SUBCONTRACTING

6.1 PARS may subcontract portions of the Services only upon the prior written approval of DISTRICT. PARS will be solely responsible for payment of such subcontracted Services. No contractual relationship will exist between any such subcontractors of PARS and DISTRICT. PARS's subcontractors agree to be bound to PARS and DISTRICT in the same manner and to the same extent as PARS is bound to DISTRICT under the Agreement. PARS's subcontractors further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any subcontractor to the extent they apply to the scope of the subcontractor's work. A copy of the DISTRICT indemnity and insurance provisions will be furnished to PARS's subcontractors upon request.

ARTICLE 7 DESIGNATED CONTACTS AND PERSONNEL

7.1 DISTRICT designates Paul Eldredge, its General Manager, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to PARS's performance under this Agreement, and for liaison and coordination between DISTRICT and PARS. In the event DISTRICT wishes to make a change in DISTRICT's representative, DISTRICT will notify PARS of the change in writing.

7.2 PARS designates Mitch Barker, Executive Vice President, as its contact and designated personnel, who shall have responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Substitution of the PARS personnel shall require the prior written approval of the DISTRICT, which may be withheld in DISTRICT's sole discretion. If the DISTRICT determines that a proposed substitution is not responsible or qualified to perform the Services then, at the request of the DISTRICT, PARS shall substitute a qualified and responsible person.

ARTICLE 8 OWNERSHIP OF DOCUMENTS

8.1 Any reports and other material prepared by or on behalf of PARS under this Agreement (collectively, the "Documents") shall be and remain the property of DISTRICT. All Documents not already provided to DISTRICT shall be delivered to DISTRICT on the date of termination of this Agreement for any reason. The Documents may be used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem appropriate without further employment of or payment of any compensation to PARS.

ARTICLE 9 RECORDS OF LABOR AND COSTS

9.1 PARS shall maintain records of all labor and costs for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; and invoices, time sheets, or other factors used as a basis for determining 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.

9.2 After completion of the Services under this Agreement, PARS'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 PARS and made reasonably accessible to the DISTRICT for a period of three (3) years after termination of this Agreement.

9.3 PARS agrees to cooperate and provide any and all information concerning the 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.

ARTICLE 10 INSURANCE

10.1 PARS shall provide and maintain at all times during the performance of the Agreement the following insurance:

10.1.1 Workers' Compensation and Employer's Liability Insurance for protection of PARS's employees as required by law and as will protect PARS from loss or damage because of personal injuries, including death to any of his employees.

10.1.2 Comprehensive Automobile Liability Insurance. PARS agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect PARS 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.

10.1.3 Commercial General Liability Insurance as will protect PARS 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 PARS's operations under this Agreement, which insurance shall name the DISTRICT as additional insured. Said insurance shall provide a minimum of \$2,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure PARS 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.

The required limit may be satisfied by a standalone policy or in combination with an excess/umbrella policy.

10.1.4 PARS shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of PARS pursuant to this Agreement, in an amount of not less than \$1,000,000. .

10.1.5 PARS agrees to maintain such insurance at PARS'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 Services.

10.1.6 PARS will furnish the DISTRICT with certificates of insurance and endorsements issued by PARS'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 (except for 10-day notice of cancellation for non-payment of premium). . The endorsements will show the DISTRICT as an additional insured on PARS's insurance policies for the coverage required in this Article for services performed under this Agreement, except for workers' compensation and professional liability insurance.

10.1.7 Waiver of Subrogation: PARS hereby agrees to waive subrogation which any insurer of PARS may acquire from PARS by virtue of the payment of any loss. PARS agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(a) The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the PARS, its employees, agents and subconsultants.

ARTICLE 11 LIABILITY AND INDEMNIFICATION

11.1 PARS and the DISTRICT hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of and to the extent of, PARS' or DISTRICT's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

11.2 The obligations contained in this Section shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

ARTICLE 12 INDEPENDENT CONTRACTOR

12.1 PARS is an independent contractor and not an employee of DISTRICT. PARS expressly warrants that it will not represent that it is an employee of DISTRICT. Persons employed or utilized by PARS in the performance of the Services will not be employees or agents of DISTRICT. PARS is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. PARS 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.

ARTICLE 13 CONFLICT OF INTEREST PROHIBITION

13.1 DISTRICT and PARS will comply with the requirements of the DISTRICT's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. PARS may be required to file with the District Clerk a completed Form 700 before commencing performance of the Services unless determined that completion of a Form 700 is not required.

13.2 PARS may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or

would otherwise be prohibited with respect to PARS's obligations pursuant to this Agreement. PARS agrees to cooperate fully with DISTRICT and to provide any necessary and appropriate information requested by DISTRICT or any authorized representative concerning potential conflicts of interest or prohibitions concerning PARS's obligations pursuant to this Agreement.

13.3 PARS may not employ any DISTRICT official, officer or employee in the performance of the Services, nor may any official, officer or employee of DISTRICT have any financial interest in this Agreement that would violate California Government Code §1090 et seq. PARS hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of DISTRICT. If PARS was an employee, agent, appointee, or official of DISTRICT in the previous twelve months, PARS warrants that it did not participate in any manner in the forming of this Agreement. PARS understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and PARS will not be entitled to any compensation for PARS's performance of the Services, including reimbursement of expenses, and PARS will be required to reimburse DISTRICT for any sums paid to PARS under this Agreement. PARS understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

13.4 Any violation by PARS of the requirements of this provision will constitute a material breach of this Agreement, and the DISTRICT reserves all its rights and remedies at law and equity concerning any such violations

ARTICLE 14

COMPLIANCE WITH LAWS

14.1 In performance of the Services, PARS will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. PARS shall procure the permits, certificates, and licenses necessary to allow PARS to perform the Services.

ARTICLE 15

NONDISCLOSURE OF PROPRIETARY INFORMATION

15.1 PARS shall consider all information provided by DISTRICT and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the PARS's performance of the Services to be proprietary unless such information is available from public sources. PARS 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. The covenants contained in this Section shall survive the termination of this Agreement for whatever cause.

ARTICLE 16

TERMINATION OF CONTRACT

16.1 The obligation to continue Services under this Agreement may be terminated by DISTRICT upon thirty (30) days written notice in the event of failure by PARS to perform in accordance with the terms hereof through no fault of DISTRICT.

16.2 DISTRICT shall have the right to terminate this Agreement or suspend performance thereof for DISTRICT's convenience upon thirty (30) days written notice to PARS, and PARS 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 PARS for all services performed and costs incurred including termination or suspension expenses.

ARTICLE 17

UNCONTROLLABLE FORCES

17.1 Neither DISTRICT nor PARS 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, pandemic, 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 PARS 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 PARS 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. PARS will be allowed reasonable negotiated extension of time or adjustments for DISTRICT initiated temporary stoppage of services.

ARTICLE 18
INTEGRATION AND MODIFICATION

18.1 This Agreement is a complete and exclusive statement of the terms of the Agreement between DISTRICT and PARS. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the DISTRICT and PARS pertaining to the Services, whether written or oral.

18.2 This Agreement may not be modified unless such modifications are evidenced in writing signed by both DISTRICT and PARS.

ARTICLE 19
SUCCESSORS AND ASSIGNS

19.1 DISTRICT and PARS 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.

19.2 Neither DISTRICT nor PARS 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 PARS from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 6.

19.3 Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and PARS.

ARTICLE 20
NOTICES

20.1 All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; or (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Article. Rejection or other refusal to accept or the inability to

deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to DISTRICT:

Union Sanitary District
5072 Benson Road
Union City, CA 94587
Attention: Paul Eldredge, P.E., General Manager
Phone: 510-477-7503
Email: paule@unionsanitary.ca.gov

If to PARS:

Phase II Systems, DBA Public Agency Retirement Services and PARS
4350 Von Karman Avenue, Suite 100
Newport Beach, CA 92660
Daniel Johnson, President
Phone: (800) 540-6369
Email: djohnson@pars.org

ARTICLE 21

INFORMATION SYSTEM SECURITY

21.1 When DISTRICT determines this Article is applicable, PARS shall obtain written approval from the DISTRICT representative prior to accessing DISTRICT internal systems through real-time computer connections. Upon approval, PARS will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, PARS shall:

21.1.1 Be running a current operating system supported by the DISTRICT with up-to-date security patches applied as defined in the DISTRICT COE/Non-COE document.

21.1.2 Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.

21.1.3 Have personal firewall software installed and enabled on their computer.

21.1.4 Understand and sign the DISTRICT's Electronic Equipment Use Policy, number 2160.

21.2 DISTRICT reserves the right to audit the security measures in effect on PARS's connected systems without prior notice. DISTRICT also reserves the right to terminate network connections immediately with all PARS's systems not meeting the above requirements.

ARTICLE 22 EMPLOYEE BACKGROUND CHECK

22.1 PARS, at no additional expense to the DISTRICT, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to DISTRICT's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on DISTRICT's premises. The minimum background check process for any DISTRICT consultant shall include, but not be limited to:

22.1.1 California residents: Criminal Records (County and State Criminal Felony and Misdemeanor); or

22.1.2 Out of State residents: Federal criminal search of the National Criminal Database.

22.2 The background check shall be conducted and the results submitted to DISTRICT prior to initial access by employees of PARS. If at any time, it is discovered that an employee of PARS has a criminal record that includes a felony or misdemeanor, PARS is required to inform DISTRICT immediately and DISTRICT will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the employee of PARS will be placed or remain on a DISTRICT assignment. DISTRICT may withhold consent in its sole and absolute discretion. DISTRICT may also conduct its own criminal background check of such employee. Failure of PARS to comply with the terms of this Article may result in the termination of this Agreement.

ARTICLE 23 MISCELLANEOUS

23.1 A waiver by either DISTRICT or PARS 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.

23.2 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.

23.3 This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.

23.4 This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in Alameda County, California.

23.5 In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.

23.6 In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

23.7 Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the DISTRICT or PARS. The Services hereunder are being performed solely for the benefit of DISTRICT. DISTRICT shall be an express third-party beneficiary of all contracts between PARS and any subcontractors or subconsultants in connection with any services performed in connection with, or in furtherance of, this Agreement.

23.8 Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

PHASE II SYSTEMS, DBA PUBLIC AGENCY
RETIREMENT SERVICES AND PARS

By: _____

By: _____

Name: Paul Eldredge, P.E.

Name: Tod Hammeras

Title: General Manager

Title: Chief Financial Officer

Date: _____

Date: _____

EXHIBIT A

Scope of Services

PARS will provide the following services for the Union Sanitary District Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate DISTRICT personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by DISTRICT legal counsel. Resulting final Plan documentation must be approved by the DISTRICT prior to the commencement of PARS Plan Administration Services outlined in Exhibit A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the DISTRICT to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the DISTRICT and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the DISTRICT and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the DISTRICT, and the provisions of the Plan, and, to the extent possible, based upon DISTRICT-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the DISTRICT, unless directed by the DISTRICT otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the DISTRICT;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT B

Compensation

PARS will be compensated for performance of Services, as described in Exhibit A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.15%
\$15,000,001	to	\$50,000,000	0.10%
\$50,000,001	and above		0.05%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT C

Data Requirements

PARS will provide the Services under this Agreement contingent upon receiving the following information. DISTRICT is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) DISTRICT name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) DISTRICT name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #13**

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, December 13, 2021, and January 10, 2022, 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.

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

1/10/22 Board Meeting – The Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361.

12/13/21 Board Meeting – The Board adopted Resolution No. 2945, 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, on January 10, 2022, the Board adopted Resolution No. 2948, 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 24th 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 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: **Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Derek Chiu, Assistant Engineer
Blake Ehlers, Assistant Engineer

Recommendation

Information only.

Discussion

In September 2021, staff hired Brown and Caldwell to sample the groundwater from the seven groundwater monitoring wells at the Plant, analyze the test results, and prepare a report. The conclusions from the annual 2021 groundwater monitoring event were as follows:

1. Groundwater elevations in the Former Boneyard Area and the Former 550-Gallon Gasoline Underground Storage Tank (UST) Area have declined and are at historical low levels, with the groundwater flow direction corresponding with the results from the previous monitoring events.
2. Two of five monitoring wells (MW-2 and MW-5) measured contained groundwater with an electrical conductivity that exceeded the State Water Resources Control Board's (SWRCB's) acceptable limits for a groundwater source to be considered suitable, or potentially suitable, for domestic or municipal drinking water supply.

3. A less than 0.1-foot-thick layer of light, non-aqueous phase liquid (LNAPL) was detected in well MW-1 during the 2021 annual event. This layer of LNAPL has not changed from 2020.
4. From August 2007 to August 2015 and November 2016 to September 2021, the District has conducted 150 monthly purging events on MW-1 removing a total of 830 gallons of groundwater/LNAPL mixture and removing approximately 5.01 gallons of LNAPL.
5. Drinking water environmental screening levels (ESLs) were exceeded in groundwater samples collected from monitoring wells MW-5 for methyl tertiary butyl ether (MTBE) and MW-1 for total petroleum hydrocarbons as diesel (TPH-D) and total petroleum hydrocarbons as motor oil (TPH-MO). Drinking water ESLs were not exceeded in the groundwater sample from monitoring well MW-8 for MTBE. Non-drinking water ESLs were not exceeded in the monitoring wells for any constituent of concern, with the exception of well MW-1 for TPH-D and TPH-MO.

Overall, the 2021 sampling results show a slight improvement compared to the 2020 results. There were slight decreases in the levels of TPH-D and TPH-MO recorded in MW-1 but are generally consistent with historical results, and LNAPL thickness has remained consistent. The levels of TPH-D and TPH-MO remained consistent for MW-2, as well as the levels for TBA and MTBE in MW-5, indicating that the hydrocarbon plume is not increasing and is likely stable in aerial extent. The analytical test results are included in Table 2.

Next Steps

The last requirement in the Path to Closure Plan is to remove free product to the maximum extent practicable. The sampling results from the 2021 groundwater monitoring event does not support the District's case for closure. Staff will continue the monthly purging of MW-1 and will perform the next sampling during the 2022 groundwater monitoring event.

Background

The Alameda County Water District (ACWD) is responsible for regulating the groundwater supply within our service area, most of which is underlain by aquifers that provide drinking water for the three cities. In 1999, pursuant to ACWD's request to investigate potential releases of petroleum hydrocarbons into soil and groundwater beneath the treatment plant property, the District initiated environmental investigation activities in three areas of the plant. These areas are shown in Figure 1 and are summarized as follows:

- Former Boneyard Area – The District conducted an environmental investigation and remediation in this area (Figure 2), which was previously used for equipment storage and maintenance. The investigation indicated a subsurface petroleum impact of primarily diesel-range hydrocarbons. In the summer of 1999, a source removal operation was conducted with approximately 5,000 cubic yards of impacted soil excavated and disposed offsite. Upon completing the soil removal, the District backfilled the excavation with

clean fill, installed three groundwater monitoring wells (MW-1 through MW-3) and initiated monitoring these wells.

- Former 550-Gallon Gasoline Underground Storage Tank (UST) Area – In August 1999, a subsurface investigation was initiated in this area (Figure 3) after hydrocarbon odors emanating from an excavation performed during construction at the facility was observed. In September 2000, the District removed this UST under the oversight of the Union City Environmental Program Department (UCEPD) and the ACWD. Observations made during the UST removal indicated that the subsurface petroleum hydrocarbons likely originated from a leak in an underground fuel line beneath a fuel dispenser. The District over-excavated impacted soil in the suspected source area.

In 2000, another subsurface investigation was conducted at the site to assess whether petroleum hydrocarbons were present in soil near a 10,000-gallon diesel UST and a 1,000-gallon waste oil UST. This investigation was conducted at the request of the UCEPD after pressure testing indicated potential failures of the secondary containment systems of these USTs. The investigation included collecting soil and grab groundwater samples from borings advanced throughout the area. The laboratory results indicated the presence of hydrocarbons associated with gasoline, primarily MTBE, and not diesel or waste oil. It was concluded that these hydrocarbons were likely from the former 550-gallon gasoline UST.

In 2003, the District installed and initiated monitoring of five groundwater monitoring wells (MW-5 through MW-9) in this area. Well MW-4 was an existing well in the area and was included in the groundwater monitoring program.

- Closed-in-place 6,000-gallon Diesel UST Area – The subsequent investigation conducted in 2000 also included sampling the subsurface in the vicinity of a 6,000-gallon diesel UST located in the southwest corner of the plant (Figure 4). The soil and grab groundwater samples collected adjacent to this UST contained detectable concentrations of petroleum hydrocarbons in the diesel range. The 6,000-gallon diesel UST was closed-in-place by the District in June 2005 under oversight from UCEPD and the ACWD.

In 2003, the District installed and initiated monitoring of one groundwater well (MW-10) in this area.

Groundwater Monitoring Program

The purpose of the Plant's groundwater monitoring program is to document groundwater conditions in the areas of concern. The monitoring is performed to evaluate changes in water levels and groundwater flow direction and gradient, establish water quality conditions, and assess hydrocarbon concentration trends. The ten groundwater monitoring wells were initially monitored quarterly but upon approval of the ACWD, the frequency was reduced to semi-annual or annual in subsequent years. Due to the analytical results at wells MW-4, MW-9, and MW-10, the ACWD approved the removal of these wells from the monitoring program and the District closed the wells in 2008.

The current sampling schedule of the remaining seven wells is summarized in Table 1 below:

Table 1 – Summary of Sampling Schedule

Well	Sampling Frequency	Sampling Constituents
MW-1	Annual	TPH-D, TPH-MO, Monthly Purging
MW-2	Annual	TPH-D, TPH-MO
MW-3	Annual	TPH-D, TPH-MO
MW-5	Annual	MTBE, TBA
MW-6	Removed from Sampling	Groundwater Level Measurement Only
MW-7	Removed from Sampling	Groundwater Level Measurement Only
MW-8	Annual	MTBE, TBA

Legend

TBA = tertiary-butyl alcohol

MTBE = methyl tertiary-butyl ether

TPH-D = total petroleum hydrocarbons as diesel

TPH-MO = total petroleum hydrocarbons as motor oil

Since 2007, staff has conducted monthly purging of the light, non-aqueous phase liquid (LNAPL) present in well MW-1. The objective of this purging is to eliminate the LNAPL layer observed in this monitoring well and mitigate the elevated dissolved petroleum hydrocarbons present in the groundwater in its vicinity.

Following the 2015 annual monitoring event, and in consultation with ACWD, staff switched to placing a hydrocarbon absorbent sock in MW-1 to remove LNAPL in place of the monthly purging. It was expected to be more efficient in removing the hydrocarbons than the monthly purging. However, the results of the 2016 annual monitoring event indicated otherwise. Staff has discontinued the use of the hydrocarbon absorbent sock and resumed monthly purging of MW-1.

Previous Board Action

None.

PRE/RC/AB/DC/BE;mb

Attachments: Figures 1 through 4
 Table 2

Figure1 Alvarado WWTP Site Plan

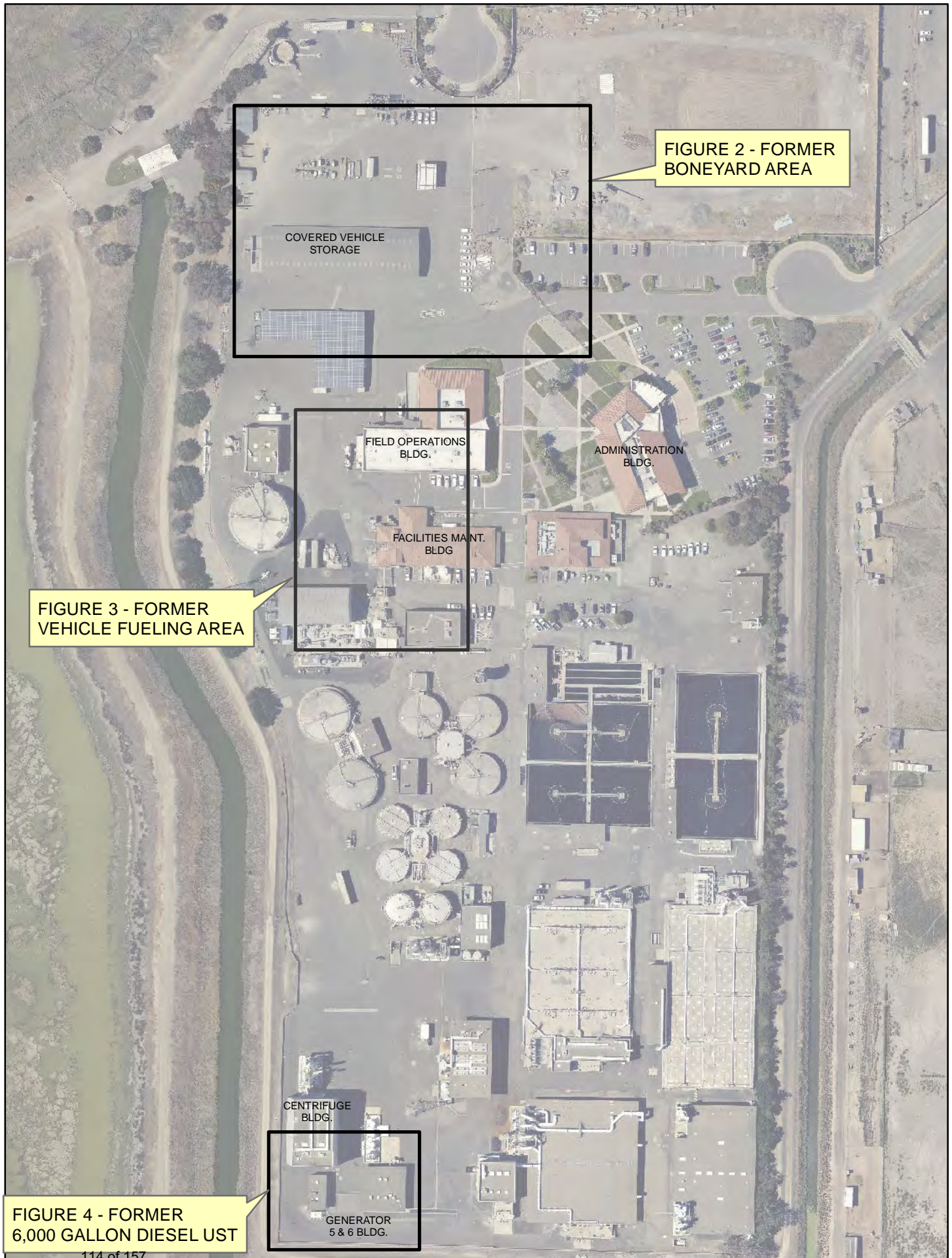


Figure 2
Former Boneyard Area



Figure 3 Former Vehicle Fueling Area



Figure 4
Closed-in-Place 6,000 Gallon Diesel UST



Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-1	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	61 ^a	150 ^b	<250	ND
	6/8/2000 ^{HF}	----	----	----	----	----	----	----	----	----	----	----	----	----
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	570 ^{ndp}	700	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	51 ^{ndp}	<500	ND
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	ND
	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	1,500 ^h	1,300 ⁱ	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	960 ^h	1,000 ^j	----
	3/21/2006 Dup	----	----	----	----	----	----	----	----	----	----	3,100 ^h	3,600 ^j	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	160 ^{hy}	19,000 ^h	16,000 ^j	----
	6/28/2006 Dup	----	----	----	----	----	----	----	----	----	----	18,000 ^h	14,000 ^j	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	17,000 ^h	13,000 ^j	----
	9/11/2006 Dup	----	----	----	----	----	----	----	----	----	----	13,000 ^h	10,000 ^j	----
	4/10/2007	----	----	----	----	----	----	----	----	----	----	1,600 ^{hy}	1,200 ^{hj}	----
	4/10/2007 Dup	----	----	----	----	----	----	----	----	----	----	4,700 ^{hy}	3,800 ^{hj}	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	390 ^h	340 ^{hj}	----
	3/7/2008	----	----	----	----	----	----	----	----	----	----	450	<300	----
	9/9/2008	----	----	----	----	----	----	----	----	----	----	300 ^j	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	540 ^y	<300	----
	9/30/2009	----	----	----	----	----	----	----	----	----	----	120 ^y	<300	----
	4/21/2010	----	----	----	----	----	----	----	----	----	----	890 ^y	550	----
	4/21/2010 Dup	----	----	----	----	----	----	----	----	----	----	210 ^y	<300	----
	9/17/2010	----	----	----	----	----	----	----	----	----	----	350 ^y	<300	----
	10/28/2011	----	----	----	----	----	----	----	----	----	----	510	360	----
	10/28/2011 Dup	----	----	----	----	----	----	----	----	----	----	320	150	----
	9/14/2012	----	----	----	----	----	----	----	----	----	----	<55	<110	----
	9/14/2012 Dup	----	----	----	----	----	----	----	----	----	----	210	140	----
	9/24/2013	----	----	----	----	----	----	----	----	----	----	1,300	1,300	----
	9/24/2013 Dup	----	----	----	----	----	----	----	----	----	----	320	330	----
	9/29/2014	----	----	----	----	----	----	----	----	----	----	1,300	1,400	----
	9/23/2015	----	----	----	----	----	----	----	----	----	----	86	<100	----
	10/4/2016	----	----	----	----	----	----	----	----	----	----	6,100	5,500	----
	10/10/2017	----	----	----	----	----	----	----	----	----	----	6,700	6,300	----
	9/26/2018	----	----	----	----	----	----	----	----	----	----	20,000	22,000	----
	9/19/2019	----	----	----	----	----	----	----	----	----	----	710	720	----
	9/29/2020	----	----	----	----	----	----	----	----	----	----	9,400	10,000	----
	9/29/2021	----	----	----	----	----	----	----	----	----	----	8,500	8,700	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-2 **	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	<50	<250	ND
	11/8/99 Dup	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	----	----	----
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	170 ^{ndp}	<500	ND
	6/8/2000 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	ND
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.0	<50	<50	<500	ND
	9/18/2000 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.1	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	240 ^{ndp}	3.700	----
	12/21/2000 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	200 ^{ndp}	4.000	----
	2/27/2001	<0.50	<0.50 (0.86*)	<0.50	<0.50	----	----	----	----	<5.0	<50	56 ^{dr}	1.100	----
	2/27/2001 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	71 ^{dr}	1.400	----
	12/13/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	2.2	<50	61 ^{dr}	<300	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.2	<50	65 ^h	650	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.2	<50	<50	<300	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.0	<50	<50	<300	----
	4/10/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	<50	430 ^h	----
	9/24/2007 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/7/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/7/2008 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/8/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	350	----
	3/17/2009 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/29/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/29/2009 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010 Dup	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	10/28/2011	----	----	----	----	----	----	----	----	----	----	69	430	----
	9/14/2012	----	----	----	----	----	----	----	----	----	----	<53	<110	----
	9/24/2013	----	----	----	----	----	----	----	----	----	----	<54	370	----
	9/29/2014	----	----	----	----	----	----	----	----	----	----	<52	<100	----
	9/29/2014 Dup	----	----	----	----	----	----	----	----	----	----	<53	<110	----
	9/23/2015	----	----	----	----	----	----	----	----	----	----	<52	<100	----
	10/4/2016	----	----	----	----	----	----	----	----	----	----	140	230	----
	10/10/2017	----	----	----	----	----	----	----	----	----	----	680	2700	----
	9/26/2018	----	----	----	----	----	----	----	----	----	----	150	270	----
	9/26/2018 Dup	----	----	----	----	----	----	----	----	----	----	200	810	----
	9/19/2019	----	----	----	----	----	----	----	----	----	----	<48	<96	----
	9/19/2019 Dup	----	----	----	----	----	----	----	----	----	----	<49	<97	----
	9/29/2020	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2020 Dup	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2021	----	----	----	----	----	----	----	----	----	----	<50	<500	----
	9/29/2021 Dup	----	----	----	----	----	----	----	----	----	----	<50	<500	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-3 **	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	110 ^c	<250	ND
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	ND
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	2.1	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50 (0.97*)	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	12/13/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	1.9	<50	<50	<300	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	4/11/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/25/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/8/2008	----	----	----	----	----	----	----	----	----	----	72 ^y	<300	----
	9/9/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/30/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	10/28/2011	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/14/2012	----	----	----	----	----	----	----	----	----	----	<54	<110	----
	9/24/2013	----	----	----	----	----	----	----	----	----	----	<55	<110	----
	9/29/2014	----	----	----	----	----	----	----	----	----	----	<51	<100	----
	9/25/2015	----	----	----	----	----	----	----	----	----	----	<50	<100	----
	10/4/2016	----	----	----	----	----	----	----	----	----	----	160	270	----
	10/10/2017	----	----	----	----	----	----	----	----	----	----	790	1100	----
	9/26/2018	----	----	----	----	----	----	----	----	----	----	230	340	----
	9/19/2019	----	----	----	----	----	----	----	----	----	----	<49	<98	----
	9/29/2020	----	----	----	----	----	----	----	----	----	----	<51	<510	----
	9/29/2021	----	----	----	----	----	----	----	----	----	----	<50	<500	----
MW-4*	9/3/1999	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.5	<50	100	----	----
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	80 ^g	<50	<500	5.2 ^{bp}
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	<50	<500	ND
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	<50	<500	----
	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	----	----	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-5	12/14/2005	<0.83	<0.83	<0.83	<0.83	<17	<0.83	<0.83	<0.83	180	<83	<50	----	----
	12/14/2005 Dup	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	0.52	180	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	910	<50	78	<300	----
	3/21/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	870	<50	----	----	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	320	<50	210 ^{hy}	----	----
	6/27/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	690	<50	----	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	430	<50	<50	----	----
	9/11/2006 Dup	<0.50	<0.50	<0.50	<0.50	----	----	----	----	510	<50	----	----	----
	4/11/2007	----	----	----	----	----	----	----	----	110	----	----	----	----
	4/11/2007 Dup	----	----	----	----	----	----	----	----	100	----	----	----	----
	9/25/2007	----	----	----	----	<14	----	----	----	200	----	----	----	----
	9/25/2007 Dup	----	----	----	----	<14	----	----	----	130	----	----	----	----
	3/7/2008	----	----	----	----	32	----	----	----	460	----	----	----	----
	3/7/2008 Dup	----	----	----	----	<170	----	----	----	960	----	----	----	----
	9/8/2008	----	----	----	----	<25	----	----	----	290	----	----	----	----
	9/8/2008 Dup	----	----	----	----	<25	----	----	----	390	----	----	----	----
	9/30/2009	----	----	----	----	<25	----	----	----	130	----	----	----	----
	9/30/09 Dup	----	----	----	----	<33	----	----	----	200	----	----	----	----
	9/17/2010	<0.50	<0.50	<0.50	<0.50	<83	----	----	----	470	----	----	----	----
	9/17/2010 Dup	<0.50	<0.50	<0.50	<0.50	<100	----	----	----	680	----	----	----	----
	10/28/2011	----	----	----	----	<100	----	----	----	130	----	----	----	----
	10/28/2011 Dup	----	----	----	----	<100	----	----	----	40	----	----	----	----
	9/14/2012	----	----	----	----	63	----	----	----	570	----	----	----	----
	9/14/2012 Dup	----	----	----	----	44	----	----	----	460	----	----	----	----
	9/24/2013	----	----	----	----	<100	----	----	----	230	----	----	----	----
	9/24/2013 Dup	----	----	----	----	<100	----	----	----	230	----	----	----	----
	9/29/2014	----	----	----	----	<200	----	----	----	720	----	----	----	----
	9/29/2014 Dup	----	----	----	----	<200	----	----	----	750	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	600	----	----	----	----
	10/4/2016	----	----	----	----	<400 D	----	----	----	710	----	----	----	----
	10/10/2017	----	----	----	----	<20	----	----	----	170	----	----	----	----
	9/26/2018	----	----	----	----	44	----	----	----	550	----	----	----	----
	9/26/2018 Dup	----	----	----	----	<200	----	----	----	240	----	----	----	----
	9/19/2019	----	----	----	----	<100	----	----	----	190	----	----	----	----
	9/19/2019 Dup	----	----	----	----	<100	----	----	----	190	----	----	----	----
	9/29/2020	----	----	----	----	<20	----	----	----	280	----	----	----	----
	9/29/2020 Dup	----	----	----	----	<20	----	----	----	280	----	----	----	----
	9/29/2021	----	----	----	----	<200	----	----	----	230	----	----	----	----
	9/29/2021 Dup	----	----	----	----	<200	----	----	----	230	----	----	----	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-6*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	0.7	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	0.6	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	0.7	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	0.6	----	----	----	----
	9/9/2008	----	----	----	----	<10	----	----	----	0.6	----	----	----	----
MW-7*	9/30/2009	----	----	----	----	<10	----	----	----	< 0.5	----	----	----	----
	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	0.59	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	1.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	1.2	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	1.0	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	0.8	----	----	----	----
MW-8**	9/9/2008	----	----	----	----	<10	----	----	----	0.8	----	----	----	----
	9/30/2009	----	----	----	----	<10	----	----	----	< 0.5	----	----	----	----
	12/15/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	58	<50	<50	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	37	<50	78	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	16	<50	61 ^y	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	33	<50	55 ^y	----	----
	4/11/2007	----	----	----	----	----	----	----	----	61	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	32	----	----	----	----
	3/7/2008	----	----	----	----	<10	----	----	----	48	----	----	----	----
	9/9/2008	----	----	----	----	<10	----	----	----	69	----	----	----	----
	9/29/2009	----	----	----	----	< 10	----	----	----	51	----	----	----	----
	9/17/2010	<0.50	<0.50	<0.50	<0.50	<10	----	----	----	78	----	----	----	----
	10/28/2011	----	----	----	----	<10	----	----	----	36	----	----	----	----
	9/14/2012	----	----	----	----	7.2	----	----	----	24	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	65	----	----	----	----
	9/29/2014	----	----	----	----	<20	----	----	----	9.7	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	16	----	----	----	----
	10/4/2016	----	----	----	----	<20	----	----	----	22	----	----	----	----
	10/10/2017	----	----	----	----	<20	----	----	----	160	----	----	----	----
	9/26/2018	----	----	----	----	<20	----	----	----	0.59	----	----	----	----
	9/19/2019	----	----	----	----	<20	----	----	----	5.3	----	----	----	----
	9/29/2020	----	----	----	----	<20	----	----	----	5.8	----	----	----	----
	9/29/2021	----	----	----	----	<20	----	----	----	3.6	----	----	----	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
MW-9*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	52	<300	----
	6/28/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	<50	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	<50	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	----	----	----
MW-10*	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	<50	----	----
	3/21/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	83	<300	----
	3/21/2006 Dup	----	----	----	----	----	----	----	----	----	----	120	<300	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	68 ^y	----	----
	6/27/2006 Dup	----	----	----	----	----	----	----	----	----	----	62 ^y	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.5	<50	76 ^z	----	----
	9/11/2006 Dup	----	----	----	----	----	----	----	----	----	----	<50	----	----
	4/10/2007	----	----	----	----	----	----	----	----	----	----	55 ^y	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	----	----	----
Field Equipment Blank	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	----	----	----
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	<50	<300	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	<50	<300	----	----
	9/24/2007	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/25/2007	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	3/7/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/8/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/9/2008	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	3/17/2009	----	----	----	----	----	----	----	----	----	----	<50	<300	----
	9/17/2010	<0.5	<0.5	<0.5	<0.5	<10	----	----	----	<0.5	----	----	----	----
	9/14/2012	----	----	----	----	<4	----	----	----	<0.5	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/29/2014	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
Trip Blank	11/8/1999	<0.5	<0.5	<0.5	<0.5	----	----	----	----	<5.0	<50	----	----	----
	6/8/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	9/18/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<1.0	<50	----	----	----
	12/21/2000	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	2/27/2001	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<5.0	<50	----	----	----
	12/14/2005	<0.50	<0.50	<0.50	<0.50	<10	<0.50	<0.50	<0.50	<0.50	<50	----	----	----
	3/20/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<0.50	<50	----	----	----
	6/27/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	----	----	----
	9/11/2006	<0.50	<0.50	<0.50	<0.50	----	----	----	----	<2.0	<50	----	----	----
	4/11/2007	----	----	----	----	----	----	----	----	<0.5	----	----	----	----
	9/25/2007	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/8/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/30/2008	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/17/2010	<0.5	<0.5	<0.5	<0.5	<10	----	----	----	<0.5	----	----	----	----
	10/28/2011	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/14/2012	----	----	----	----	<4	----	----	----	<0.5	----	----	----	----
	9/24/2013	----	----	----	----	<10	----	----	----	<0.5	----	----	----	----
	9/29/2014	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/23/2015	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	10/4/2016	----	----	----	----	---	----	----	----	---	----	----	----	----
	10/10/2017	----	----	----	----	---	----	----	----	---	----	----	----	----
	9/26/2018	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/19/2019	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/29/2020	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
	9/29/2021	----	----	----	----	<20	----	----	----	<0.5	----	----	----	----
ESL - DW		1.0	40	30	20	12	NE	NE	NE	5.0	100	100	100	
ESL - NDW		46	130	43	100	18,000	NE	NE	NE	1,800	500	640	640	

Table 2. Analytical Results - Petroleum Hydrocarbons
Alvarado Wastewater Treatment Plant

Well ID	Sample Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	tBA (ug/L)	DIPE (ug/L)	EtBE (ug/L)	tAME (ug/L)	MtBE (ug/L)	TPH-G (ug/L)	TPH-D (ug/L)	TPH-MO (ug/L)	PNAs (ug/L)
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Notes:

ug/L = micrograms per liter

D = Dilution factor on sample increased reporting limit.

Benzene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Toluene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Ethylbenzene analyzed following U.S. EPA Method 8020, 8021B or 8260B

Xylenes analyzed following U.S. EPA Method 8020, 8021B or 8260B (concentration reported is total of m,p- and o-xylenes).

tBA = tert-Butyl Alcohol analyzed following U.S. EPA Method 8260B

DIPE = Isopropyl Ether analyzed following U.S. EPA Method 8260B

EtBE = Ethyl tert-Butyl Ether analyzed following U.S. EPA Method 8260B

tAME = Methyl tert-Amyl Ether analyzed following U.S. EPA Method 8260B

MtBE = Methyl tert-Butyl Ether analyzed following U.S. EPA Method 8260A or 8260B

TPH-G = Total Petroleum Hydrocarbons as Gasoline analyzed following modified EPA Method 8015

TPH-D = Total Petroleum Hydrocarbons as Diesel analyzed following modified EPA Method 8015 and prepared with silica gel clean-up

TPH-MO = Total Petroleum Hydrocarbons as Motor Oil analyzed following modified EPA Method 8015 and prepared with silica gel clean-up

PNAs = Polynuclear Aromatic Hydrocarbons analyzed following U.S. EPA Method 8270A

ESL-DW = San Francisco Regional Water Quality Control Board Environmental Screening Level for sites where groundwater is a current or potential drinking water source, Table F-1a, May 2008

ESL-NDW = San Francisco Regional Water Quality Control Board Environmental Screening Level for sites where groundwater is not a current or potential drinking water source, Table F-1b, May 2008

Dup = Duplicate sample

<n = Not detected above the laboratory reporting limit ofn ug/L

ND = Not detected above laboratory reporting limits for respective individual compounds

NF = Well not found

NE = Not established

---- = Not analyzed

^a = Heavier gasoline range compounds are significant, chromatogram possibly shows aged gasoline pattern

^b = Medium boiling point pattern that does not match diesel, chromatogram possibly shows aged kerosene pattern

^c = Diesel range compounds are significant; no recognizable pattern

ⁿ = Heavier hydrocarbons contributed to the quantitation

^l = Lighter hydrocarbons contributed to the quantitation

^y = Sample exhibits chromatographic pattern which does not resemble standard

z = Sample analyzed outside EPA Method's holding time

bp = bis (2-Ethylhexyl) phthalate concentration reported

^g = Hydrocarbon reported in the gasoline range does not match laboratory's gasoline standard

ndp = Hydrocarbon reported does not match the pattern of laboratory's diesel standard

ldr = Hydrocarbon reported is in the late diesel range, and does not match laboratory's diesel standard

* = Analyzed following U.S. EPA Method 8260A

Bold = Current groundwater monitoring event

Italicized = Concentration exceeds the respective ESL-DW

Underline = Concentration exceeds the respective ESL-NDW

= Discontinued sampling groundwater monitoring well per approval from Alameda County Water District; MW-4, MW-9 and MW-10 were destructured on May 2, 201

= Well sampled annually per approval from Alameda County Water District

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**JANUARY 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: **Solar and Cogeneration Facilities Operational Update (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Somporn Boonsalat, Associate Engineer

Recommendation

This is an information item.

Discussion**Alvarado Wastewater Treatment Plant Solar Carport**

Since startup in September 2011 through December 31, 2021, the Solar Carport facility has generated a total of 2,168,108 kWh of power, which equates to \$421,712 in energy savings at the Plant. Additionally, the District received \$276,030 or approximately 109% of the estimated CSI incentive rebate from PG&E. The total benefit of the Solar Carport is \$697,742, which represents 78.4% of simple payback for the initial construction and ongoing maintenance costs of the facility.

Irvington Pump Station Solar Facility

Since startup in April 2012 through December 31, 2021, the solar facility has generated a total of 8,036,228 kWh of power, which equates to \$2,775,090 in energy savings at the Irvington Pump Station. Additionally, the District received \$680,632 or 109% of the estimated CSI incentive rebate from PG&E. The total benefit of the solar facility is \$3,455,722, which represents 120.5% of simple payback for the initial construction and ongoing maintenance costs of the facility.

Cogeneration Facility

Since startup in November 2014 through December 31, 2021, the facility has generated a total of 75,292,871 kWh of power, which equates to approximately \$7,604,531 in energy savings at the Plant. Additionally, the District received \$3,114,556 or 92.1% of the SGIP incentive rebate from PG&E. The total benefit of the cogeneration facility is \$10,719,087, which represents 75.2% of simple payback for the initial construction and maintenance costs of the facility.

USD labor and equipment costs have not been factored into the maintenance costs of these facilities. The rationale is that no personnel or equipment has been acquired specifically for the maintenance and the work has been accommodated to date with existing resources.

Staff will provide the Board with an operational update of the solar and cogeneration facilities on a semi-annual basis. The attached Table 1 summarizes the operational data that was discussed in this update.

Background

Alvarado Wastewater Treatment Plant Solar Carport

The District completed construction of the solar carport facility located at the Alvarado Wastewater Treatment Plant at a cost of \$884,000 and began operation in September 2011. The original system consisted of 637 solar panels and was rated at 125 kilowatt (kW). The system rating was based on the California Energy Commission's calculation that accounted for the number of panels, the rating of each panel, and the inverter efficiency.

In February 2020, as part of the construction of the Primary Digester No. 7 Project, the western portion of the solar carport facility was demolished to allow the contractor to install the shoring system and to excavate and construct the digester tank. This resulted in the removal of 195 solar panels from the solar carport facility. The current system consists of 442 solar panels and is rated at 86 kW.

The District applied for the California Solar Initiative (CSI) incentive that would rebate \$0.2568 per kilowatt-hour (kWh) of power generated by the system for a period of five years from September 2011 through August 2016. PG&E, the administrator of the CSI program, approved an estimated incentive amount of \$252,850. In September 2016, the District received its final CSI incentive disbursement.

Irvington Pump Station Solar Facility

The District completed construction of the solar facility located at the Irvington Pump Station at a cost of \$2.85 million and began operation in April 2012. The system consists of 1,680 solar panels and is rated at 408 kW.

The District applied for the CSI incentive that would rebate \$0.15 per kWh of power generated by the system for a period of five years from June 2012 through May 2017. PG&E approved an estimated incentive amount of \$623,370. In February 2017, the District received its final CSI incentive disbursement.

Cogeneration Facility

The District completed construction of the Cogeneration Facility located at the Alvarado Wastewater Treatment Plant at a construction cost of \$11.8 million and the facility was fully operational in late November 2014. The facility consists of two 850-kW biogas-fueled engine generators and a packaged biogas conditioning system.

The District applied for the Self-Generation Incentive Program (SGIP) that provides financial incentives for the installation of new, qualifying self-generation equipment installed to meet all or a portion of the electric energy needs of a facility. PG&E, the administrator of the SGIP in Northern California, approved the District's application for a maximum rebate of \$3.38 million. The District received half of the total rebate from PG&E in 2015 upon successful operational testing of the facility. The other half was paid to the District annually over the next five years and was dependent on the actual electric energy generated by the facility and the actual amount of engine and exhaust heat recovered and utilized to heat the biosolids in the primary digesters. In June 2020, the District received its final SGIP incentive disbursement.

Previous Board Action

None.

PRE/RC/AB/SB/mb

Attachment: Table 1 – Solar and Cogeneration Facilities Operational Data

Union Sanitary District
Table 1 - Solar and Cogeneration Facilities Operational Data

Facility	System Rating ¹ (kW)	Energy Generated This Period ² (kWh)	Total Energy Generated To Date (kWh)	Value of Energy Generated To Date (\$)	Rebates Received To Date (\$)	Total Received or Generated (\$)	Construction Cost (\$)	Maintenance Costs To Date ⁴ (\$)	Total Costs Incurred To Date (\$)	Simple Payback To Date (%)	Simple Payback Term (Years)	Original Payback Term ⁵ (Years)	Comments
Alvarado WWTP Solar Carport ⁶	86	55,162	2,168,108	421,712	276,030	697,742	884,000	6,225	890,225	78.4%	14.3		System began operation in September 2011. Values are current through December 31, 2021.
Irvington Pump Station Solar Facility	408	309,381	8,036,228	2,775,090	680,632	3,455,722	2,850,000	17,234	2,867,234	120.5%	8.3	10.0	System began operation in April 2012. Values are current through December 31, 2021.
Cogeneration Facility ³	1,700	6,041,451	75,292,871	7,604,531	3,114,556	10,719,087	11,800,000	2,454,737	14,254,737	75.2%	12.4	8.9	System began operation in late November 2014. Values are current through December 31, 2021.

1) System Rating for the solar facilities is based on the number of panels, the rating of each panel, and the inverter efficiency.

2) Period is from July 2021 through December 2021.

3) The cogeneration equipment consists of two 850-kW engine generators.

4) Maintenance costs do not include USD labor or equipment costs.

5) Original payback terms for the Irvington Pump Station Solar Facility and Cogeneration Facility were calculated during the design phase. A payback period was not calculated for the Alvarado WWTP Solar Carport at the time the project was designed.

6) Due to the construction of Primary Digester No. 7, the number of panels at the Alvarado WWTP Solar Carport was reduced from 637 to 442, and the system rating was reduced from 125 kW to 86 kW in February 2020.



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**JANUARY 24, 2022
BOARD OF DIRECTORS
MEETING AGENDA ITEM #16**

TITLE: CAL-Card Quarterly Merchant Activity Report *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Work Group Manager
Laurie Brenner, Team Coach
Skip Calvo, Purchasing Agent

Recommendation

Information only.

Discussion

Information only.

Background

The attached CAL-Card Merchant Spend Analysis details the CAL-Card activity for the second quarter of FY 2022. This covers transactions from the CAL-Card billing period October 25, 2021 through December 22, 2021. During this quarter, we had 244 transactions totaling \$66,058.34.

Attachments: Merchant Spend Analysis Report

Previous Board Action

None.

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5039	IN *BAYSHORE SAFETY, INC	925-2463600	CA	\$ 4,933.91	1	\$ 4,933.91	\$ 0.00	0	\$ 4,933.91	7.47%	1	\$ 0.00
373694	8699	8699	CALIFORNIA WATER ENVIRON	510-382-7800	CA	4,449.00	24	185.38	0.00	0	4,449.00	6.73%	24	413.67
47961	AUTO/RV DEALERS	5511	GOLDEN GATE TRUCK CENTER	559-486-4310	CA	3,803.94	1	3,803.94	0.00	0	3,803.94	5.76%	1	353.69
47972	OTHER	5999	MALIE INC ONLINE	808-332-6220	HI	2,990.00	1	2,990.00	0.00	0	2,990.00	4.53%	1	0.00
47979	WHOLESALE TRADE	5039	OWEN EQUIPMENT COMPANY	503-2559055	OR	2,964.33	3	988.11	0.00	0	2,964.33	4.49%	3	273.46
47979	WHOLESALE TRADE	5021	HAWORTH INC	616-396-1037	MI	2,319.67	3	773.22	0.00	0	2,319.67	3.51%	3	131.32
47979	WHOLESALE TRADE	5211	GRANITE ROCK 372	REDWOOD CITY	CA	1,703.14	1	1,703.14	0.00	0	1,703.14	2.58%	1	0.00
373183	misc	5047	IN *I.R.I. PRODUCTS, PRO-	209-5451691	CA	1,409.00	1	1,409.00	0.00	0	1,409.00	2.13%	1	129.00
377377	Fines&Citations	7399	IN *SOUTHWEST VALVE LLC	559-2612703	CA	1,400.51	2	700.25	0.00	0	1,400.51	2.12%	2	107.93
47979	WHOLESALE TRADE	5200	LOWES #01132*	UNION CITY	CA	1,608.44	16	100.53	288.36	2	1,320.08	2.00%	18	156.44
373694	8699	8699	WEF MAIN	703-684-2400	VA	1,133.00	4	283.25	0.00	0	1,133.00	1.72%	4	0.00
373183	misc	7392	THE KEVIN EIKENBERRY	317-387-1424	IN	1,112.45	2	556.23	0.00	0	1,112.45	1.68%	2	0.00
47970	OFFICE SERVICES	7361	ZIPRECRUITER, INC.	855-747-5493	CA	1,042.06	3	347.35	0.00	0	1,042.06	1.58%	3	0.00
47971	OFFICE SUPPLIES	5734	NEOGOV	HTTPSWWW.NEO G	CA	1,020.00	8	127.50	0.00	0	1,020.00	1.54%	8	0.00
377377	Fines&Citations	7399	ESRI	888-3774675	CA	1,019.59	2	509.80	0.00	0	1,019.59	1.54%	2	0.00
47963	BUSINESS EXPENS	4814	ZOOM.US 888-799-9666	WWW.ZOOM.US	CA	976.32	3	325.44	0.00	0	976.32	1.48%	3	46.50
373183	misc	7392	CASQA* CASQA 2021 VIRT	CASQA.ORG	CA	950.00	2	475.00	0.00	0	950.00	1.44%	2	0.00
47972	OTHER	5732	BESTBUYCOM8064 96198861	RICHFIELD	MN	930.24	2	465.12	0.00	0	930.24	1.41%	2	59.85
47964	EATING/DRINKIN	5462	HONOLULU	866-3335800	HI	923.74	1	923.74	0.00	0	923.74	1.40%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47964	G		COOKIE COMPANY											
47963	BUSINESS EXPENS	8220	PENN STATE	814-8674973	PA	895.00	1	895.00	0.00	0	895.00	1.35%	1	0.00
47979	WHOLESALE TRADE	5200	THE HOME DEPOT #6964	NEWARK	CA	855.55	1	855.55	0.00	0	855.55	1.30%	1	83.05
47970	OFFICE SERVICES	7311	IN *TRI-CITY VOICE NEWSPA	510-4941999	CA	830.00	2	415.00	0.00	0	830.00	1.26%	2	0.00
373183	misc	5047	TELEDYNE INSTRUMENTS INC	402-4640231	CA	811.48	1	811.48	0.00	0	811.48	1.23%	1	0.00
47972	OTHER	5732	BESTBUYCOM8065 26890717	RICHFIELD	MN	808.38	1	808.38	0.00	0	808.38	1.22%	1	52.01
47963	BUSINESS EXPENS	9399	UNION CITY CITY HALL	510-6755381	CA	785.50	1	785.50	0.00	0	785.50	1.19%	1	0.00
47979	WHOLESALE TRADE	5200	THE HOME DEPOT #0635	UNION CITY	CA	773.59	1	773.59	0.00	0	773.59	1.17%	1	75.09
373183	misc	5047	IDEXX DISTRIBUTION INC	800-814-1147	ME	772.09	2	386.05	0.00	0	772.09	1.17%	2	66.02
47972	OTHER	7699	SAN JOSE FORKLIFT	408-2871816	CA	683.59	1	683.59	0.00	0	683.59	1.03%	1	0.00
47978	VEHICLE EXPENSE	5533	FLEETPRIDE720	HAYWARD	CA	627.37	3	209.12	0.00	0	627.37	0.95%	3	60.90
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*R202D3IP3	AMZN.COM/BILL	WA	620.12	1	620.12	0.00	0	620.12	0.94%	1	60.20
373694	8699	8699	NATIONAL INSITUTE OF GOVE	703-7368900	VA	595.00	1	595.00	0.00	0	595.00	0.90%	1	0.00
47964	EATING/DRINKIN G	5499	HAWAIIANKIN	808-833-0041	HI	580.81	1	580.81	0.00	0	580.81	0.88%	1	0.00
384466	Computer	5045	CDW GOVT #L356704	800-808-4239	IL	578.66	1	578.66	0.00	0	578.66	0.88%	1	56.17
		5045	CDW GOVT #N162771	800-808-4239	IL	578.66	1	578.66	0.00	0	578.66	0.88%	1	56.17
384466	Computer	5045	CDW GOVT #N730108	800-808-4239	IL	577.82	1	577.82	0.00	0	577.82	0.87%	1	56.09
373183	misc	5047	ENVIRONMENTAL	999-9999999	SC	575.16	1	575.16	0.00	0	575.16	0.87%	1	52.68

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373183	misc		EXPRESS											
377377	Fines&Citations	7399	RICE LAKE WEIGHING SYSTEM	715-2349171	WI	557.53	1	557.53	0.00	0	557.53	0.84%	1	7.53
47979	WHOLESALE TRADE	5200	LOWES #01895*	FREMONT	CA	549.23	2	274.62	0.00	0	549.23	0.83%	2	51.06
47970	OFFICE SERVICES	7361	WWW.DIVERSITY.COM	HTTPSWWW.DIVE	GA	540.00	1	540.00	0.00	0	540.00	0.82%	1	0.00
47963	BUSINESS EXPENS	8220	SURGENT MCCOY SELF STUDY	800-778-7436	PA	499.00	1	499.00	0.00	0	499.00	0.76%	1	0.00
377377	Fines&Citations	7399	PYRO-COMM SYSTEMS INC	714-902-8000	CA	475.45	1	475.45	0.00	0	475.45	0.72%	1	34.20
373183	misc	5046	COLLICUTT ENERGY SVCS.IN	403-309-9250	CA	450.24	1	450.24	0.00	0	450.24	0.68%	1	0.00
373183	misc	8999	SOCIETYFORHUMANRESOURCE	800-2837476	VA	438.00	2	219.00	0.00	0	438.00	0.66%	2	0.00
47966	MAIL/TELEPHONE	5964	PRINT-2-MAIL	866-667-2861	CA	410.87	2	205.44	0.00	0	410.87	0.62%	2	0.00
373526	Redwing 7372	7372	YOURMEMBER-CAREERS	727-497-6565	FL	399.00	1	399.00	0.00	0	399.00	0.60%	1	0.00
47979	WHOLESALE TRADE	5169	ENVIRONMENTAL RESOURCE	303-431-8454	CO	377.55	1	377.55	0.00	0	377.55	0.57%	1	32.68
371673	8398	8398	NACE INTERNATIONAL INSTIT	800-7976223	TX	365.00	1	365.00	0.00	0	365.00	0.55%	1	0.00
47979	WHOLESALE TRADE	5251	HARBOR FREIGHT TOOLS 638	FREMONT	CA	352.79	1	352.79	0.00	0	352.79	0.53%	1	32.80
47979	WHOLESALE TRADE	5199	TAP PLASTICS #10	510-3573755	CA	346.76	1	346.76	0.00	0	346.76	0.52%	1	0.00
384466	Computer	5045	CDW GOVT #N526733	800-808-4239	IL	329.44	1	329.44	0.00	0	329.44	0.50%	1	31.98
47979	WHOLESALE TRADE	5065	POWER SYSTEMS PLUS	503-3573839	OR	327.86	1	327.86	0.00	0	327.86	0.50%	1	0.00
47972	OTHER	5732	BESTBUYCOM806514396067	RICHFIELD	MN	325.54	1	325.54	0.00	0	325.54	0.49%	1	20.95

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373694	8699	8699	NASSCO INC	410-442-7473	MD	\$ 325.00	1	\$ 325.00	\$ 0.00	0	\$ 325.00	0.49%	1	\$ 0.00
47963	BUSINESS EXPENS	9399	ALAMEDA COUNTY GRADING	510-6705557	CA	324.00	1	324.00	0.00	0	324.00	0.49%	1	0.00
47979	WHOLESALE TRADE	5085	GIH*GLOBALINDUS TRIALEQ	800-645-2986	FL	318.74	1	318.74	0.00	0	318.74	0.48%	1	30.94
47972	OTHER	5732	BESTBUYCOM806532666000	RICHFIELD	MN	310.06	1	310.06	0.00	0	310.06	0.47%	1	19.95
47979	WHOLESALE TRADE	5065	BURLINGTON SAFETY LABORAT	888-8171412	CA	302.73	1	302.73	0.00	0	302.73	0.46%	1	0.00
47962	BUILDING SERVIC	1711	DIABLO BOILER	925-7765089	CA	295.48	1	295.48	0.00	0	295.48	0.45%	1	27.33
373694	8699	8699	ASCE PURCHASING	800-5482723	VA	295.00	1	295.00	0.00	0	295.00	0.45%	1	0.00
388846	Olivia	8641	THE NELAC INSTITUTE	817-5981624	TX	295.00	3	98.33	0.00	0	295.00	0.45%	3	0.00
373183	misc	5099	ACCUFORM.COM	8002371001	IL	291.29	1	291.29	0.00	0	291.29	0.44%	1	0.00
47970	OFFICE SERVICES	2741	RIVAL BRANDING	HTTPSWWW.RIVA	KS	282.50	1	282.50	0.00	0	282.50	0.43%	1	0.00
373694	8699	8699	CAPIO - CA ASSOCIATION OF	530-9245444	CA	275.00	1	275.00	0.00	0	275.00	0.42%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*2C76D8A40	AMZN.COM/BILL	WA	273.00	1	273.00	0.00	0	273.00	0.41%	1	0.00
47979	WHOLESALE TRADE	5085	HACH COMPANY	970-6631377	CO	270.45	1	270.45	0.00	0	270.45	0.41%	1	26.25
47972	OTHER	5732	BESTBUYCOM806511845778	RICHFIELD	MN	265.77	1	265.77	0.00	0	265.77	0.40%	1	17.10
		5732	BESTBUYCOM806511853871	RICHFIELD	MN	265.77	1	265.77	0.00	0	265.77	0.40%	1	17.10
384466	Computer	5045	CDW GOVT #L767668	800-808-4239	IL	250.78	1	250.78	0.00	0	250.78	0.38%	1	24.34
47979	WHOLESALE TRADE	5169	MAR-LEN SUPPLY INC -CLV	510-782-3555	CA	234.36	1	234.36	0.00	0	234.36	0.35%	1	22.75
388846	Olivia	4899	AUTOPAY/DISH NTKW	800-333-3474	CO	233.08	3	77.69	0.00	0	233.08	0.35%	3	0.00
47964	EATING/DRINKIN	5814	TOGOS - UNION	UNION CITY	CA	221.24	1	221.24	0.00	0	221.24	0.33%	1	0.00

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47964	G		CITY											
378973	4899	5300	WWW COSTCO COM	800-955-2292	WA	217.35	2	108.67	0.00	0	217.35	0.33%	2	0.00
373694	8699	8699	NATL INST CERT ENGR TECH	703-684-2800	VA	205.00	1	205.00	0.00	0	205.00	0.31%	1	11.60
47971	OFFICE SUPPLIES	5942	AMAZON.COM*2C1 675LK2 AMZN	AMZN.COM/BILL	WA	200.00	1	200.00	0.00	0	200.00	0.30%	1	19.36
373694	8699	8699	CITY CLERKS ASSOCIATION	916-3302706	CA	200.00	1	200.00	0.00	0	200.00	0.30%	1	0.00
47972	OTHER	5815	PROGRESSIVE WOMENS LEA	HTTPSWWW.PRO G	PA	199.00	1	199.00	0.00	0	199.00	0.30%	1	0.00
373183	misc	8999	ASSOC CAREER CENTER	WEBSCRIBBLE.C	NY	199.00	1	199.00	0.00	0	199.00	0.30%	1	0.00
388846	Olivia	8299	COMPLIANCEIQ.COM	866-978-0323	CA	199.00	1	199.00	0.00	0	199.00	0.30%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*2C9BZ21Y0	AMZN.COM/BILL	WA	193.81	1	193.81	0.00	0	193.81	0.29%	1	18.81
377377	Fines&Citations	7399	NATEC INTERNATIONAL	714-678-2750	CA	190.55	1	190.55	0.00	0	190.55	0.29%	1	13.71
377377	Fines&Citations	7399	PITNEY BOWES PI	844-256-6444	CT	188.26	1	188.26	0.00	0	188.26	0.28%	1	18.27
377377	Fines&Citations	7399	THE UPS STORE 3145	650-8383781	CA	186.73	1	186.73	0.00	0	186.73	0.28%	1	0.00
47979	WHOLESALE TRADE	5251	SHAPE INC	925-4859720	CA	184.10	1	184.10	0.00	0	184.10	0.28%	1	0.00
47962	BUILDING SERVIC	7349	A AND M'S TOOL REPAIR	SAN JOSE	CA	181.91	1	181.91	0.00	0	181.91	0.28%	1	15.59
47979	WHOLESALE TRADE	5399	CHEMETRICS.COM	540-7889026	VA	174.95	1	174.95	0.00	0	174.95	0.26%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*8O1XP10R3	AMZN.COM/BILL	WA	166.10	1	166.10	0.00	0	166.10	0.25%	1	16.12
47979	WHOLESALE TRADE	5085	GRAINGER	877-2022594	IL	157.42	1	157.42	0.00	0	157.42	0.24%	1	13.87
47978	VEHICLE EXPENSE	5533	AUTOZONE #3338	UNION CITY	CA	152.24	3	50.75	0.00	0	152.24	0.23%	3	14.78

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5065	HELMAR INC	845-356-1165	NY	\$ 145.68	1	\$ 145.68	\$ 0.00	0	\$ 145.68	0.22%	1	\$ 0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*2Y6 TJ5X52 AMZN	AMZN.COM/BILL	WA	143.98	1	143.98	0.00	0	143.98	0.22%	1	13.98
47979	WHOLESALE TRADE	5169	RICHARDHOURIGAN INC	815-751-8131	DE	135.54	1	135.54	0.00	0	135.54	0.21%	1	0.00
397200	SPATT	5311	EBAY O*03-08040-00069	SAN JOSE	CA	135.51	1	135.51	0.00	0	135.51	0.21%	1	13.15
47963	BUSINESS EXPENS	9399	CA DEPT PEST REGS LICENSI	916-4453891	CA	120.00	2	60.00	0.00	0	120.00	0.18%	2	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*2Y7J J6J22 AMZN	AMZN.COM/BILL	WA	110.64	1	110.64	0.00	0	110.64	0.17%	1	10.74
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*278756YZ1 AM	AMZN.COM/BILL	WA	108.52	1	108.52	0.00	0	108.52	0.16%	1	10.54
373694	8699	8699	RETIREJOBS781890 5050	781-890-5050	MA	99.00	1	99.00	0.00	0	99.00	0.15%	1	0.00
47970	OFFICE SERVICES	7375	QUICK SEARCH	214-358-2880	TX	98.55	1	98.55	0.00	0	98.55	0.15%	1	0.00
47972	OTHER	5992	FREMONTFLOWERS	HTTPSFREMONTF	CA	95.85	1	95.85	0.00	0	95.85	0.15%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*UX9FY5WF3	AMZN.COM/BILL	WA	90.12	1	90.12	0.00	0	90.12	0.14%	1	8.74
47969	MRO SUPPLIES	5969	THE BUSINESS JOURNALS	866-853-3661	NC	90.00	1	90.00	0.00	0	90.00	0.14%	1	0.00
373183	misc	5046	APGN INC	BLAINVILLE	QC	89.20	1	89.20	0.00	0	89.20	0.14%	1	0.00
47972	OTHER	5699	WORK WORLD #104	NEWARK	CA	88.58	1	88.58	0.00	0	88.58	0.13%	1	0.00
47970	OFFICE SERVICES	7311	EAST BAY TIMES	925-935-2525	CA	84.92	1	84.92	0.00	0	84.92	0.13%	1	0.00
47971	OFFICE SUPPLIES	5734	A&K SYSTEMS - A1K1.COM	WWW.A1K1.COM	CA	80.00	4	20.00	0.00	0	80.00	0.12%	4	0.00
371673	8398	8398	NACE INTERNATIONAL	800-797-6223	TX	79.00	1	79.00	0.00	0	79.00	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*2C73735M1	AMZN.COM/BILL	WA	71.98	1	71.98	0.00	0	71.98	0.11%	1	6.99
47972	OTHER	5992	TLF*LIVERMORE	925-4433450	CA	71.66	1	71.66	0.00	0	71.66	0.11%	1	6.67

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47972	OTHER		VALLEY FLOR											
371673	8398	8398	NFPA NATL FIRE PROTECT	800-344-3555	MA	68.50	1	68.50	0.00	0	68.50	0.10%	1	0.00
47979	WHOLESALE TRADE	5199	TAP PLASTICS #10	SAN LEANDRO	CA	68.44	1	68.44	0.00	0	68.44	0.10%	1	0.00
47972	OTHER	5992	TLF*THE FLOWER SHOP	510-7936200	CA	65.54	1	65.54	0.00	0	65.54	0.10%	1	5.55
378973	4899	5411	SMART AND FINAL 523	UNION CITY	CA	65.50	1	65.50	0.00	0	65.50	0.10%	1	5.86
388846	Olivia	8641	OWPSACSTATE	916-278-6142	CA	63.55	1	63.55	0.00	0	63.55	0.10%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*DC1JC1SV3	AMZN.COM/BILL	WA	63.09	1	63.09	0.00	0	63.09	0.10%	1	6.12
373694	8699	8699	INT'L CODE COUNCIL INC	888-422-7233	IL	62.02	1	62.02	0.00	0	62.02	0.09%	1	0.00
47971	OFFICE SUPPLIES	5943	FRANKLIN PLANNER	800-654-1776	UT	61.36	2	30.68	0.00	0	61.36	0.09%	2	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*H74X02I13	AMZN.COM/BILL	WA	60.61	1	60.61	0.00	0	60.61	0.09%	1	4.62
47971	OFFICE SUPPLIES	5734	DRI*MSP360(TM)	MYORD.COM	MN	60.00	1	60.00	0.00	0	60.00	0.09%	1	0.12
47972	OTHER	4214	SAIA MOTOR FREIGHTLINE	800-950-7242	GA	60.00	1	60.00	0.00	0	60.00	0.09%	1	0.00
47971	OFFICE SUPPLIES	5734	FS *FREEMAKE	877-3278914	CA	59.95	1	59.95	0.00	0	59.95	0.09%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*2Y1 KK3J02 AMZN	AMZN.COM/BILL	WA	58.90	1	58.90	0.00	0	58.90	0.09%	1	5.72
47970	OFFICE SERVICES	7311	FACEBK Z98VT7P3A2	650-5434800	CA	56.72	1	56.72	0.00	0	56.72	0.09%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*0898I8UZ3	AMZN.COM/BILL	WA	56.48	1	56.48	0.00	0	56.48	0.09%	1	5.48
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*2G2700782	AMZN.COM/BILL	WA	55.38	1	55.38	0.00	0	55.38	0.08%	1	5.38
388846	Olivia	8299	PESTICIDE APPLICATORS PRO	831-4423536	CA	50.00	1	50.00	0.00	0	50.00	0.08%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47972	OTHER	5999	WWW.NORTHERNS AFETY.COM	800-625-1591	NY	\$ 42.82	1	\$ 42.82	\$ 0.00	0	\$ 42.82	0.06%	1	\$ 4.16
47979	WHOLESALE TRADE	5111	AVERY PRODUCTS CORPORATIO	714-674-8117	CA	41.17	1	41.17	0.00	0	41.17	0.06%	1	0.00
47978	VEHICLE EXPENSE	5533	SPEEDWAY MOTORS INC.	800-979-0122	NE	40.28	1	40.28	0.00	0	40.28	0.06%	1	0.00
373183	misc	8999	IOPREDICT	415-4499034	CA	40.00	1	40.00	0.00	0	40.00	0.06%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*FS0WC7N93	AMZN.COM/BILL	WA	39.84	1	39.84	0.00	0	39.84	0.06%	1	3.86
47979	WHOLESALE TRADE	5251	EREPLACEMENTPA RTS.COM	866-3229842	FL	39.23	1	39.23	0.00	0	39.23	0.06%	1	0.00
47970	OFFICE SERVICES	7311	FACEBK 65JWQ6X3A2	650-5434800	CA	36.69	1	36.69	0.00	0	36.69	0.06%	1	0.00
47972	OTHER	5949	JOANN STORES*JOANN.C OM	888-739-4120	OH	34.56	1	34.56	0.00	0	34.56	0.05%	1	2.19
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M510I1OP3	AMZN.COM/BILL	WA	33.21	1	33.21	0.00	0	33.21	0.05%	1	3.22
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*4B26X9DX3	AMZN.COM/BILL	WA	32.11	1	32.11	0.00	0	32.11	0.05%	1	3.12
397200	SPATT	5311	EBAY O*24-07865-15944	408-3766151	CA	31.70	1	31.70	0.00	0	31.70	0.05%	1	3.08
47966	MAIL/TELEPHON E	5964	ULINE *SHIP SUPPLIES	800-295-5510	WI	30.60	1	30.60	0.00	0	30.60	0.05%	1	2.10
47971	OFFICE SUPPLIES	5942	AMAZON.COM*S020 X9S73 AMZN	AMZN.COM/BILL	WA	30.41	1	30.41	0.00	0	30.41	0.05%	1	2.95
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*DA9D56D83	AMZN.COM/BILL	WA	29.61	1	29.61	0.00	0	29.61	0.04%	1	2.87
47970	OFFICE SERVICES	7311	FACEBK BMPBV574A2	650-5434800	CA	27.71	1	27.71	0.00	0	27.71	0.04%	1	0.00
397200	SPATT	5311	EBAY O*05-07661-10529	408-3766151	CA	27.63	1	27.63	0.00	0	27.63	0.04%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*W03 BW7IL3 AMZN	AMZN.COM/BILL	WA	22.81	1	22.81	0.00	0	22.81	0.03%	1	2.21

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5251	HARBOR FREIGHT TOOLS 494	HAYWARD	CA	\$ 22.12	1	\$ 22.12	\$ 0.00	0	\$ 22.12	0.03%	1	\$ 2.15
47972	OTHER	5818	AMZN DIGITAL*G28YB0SC3	888-802-3080	WA	19.99	1	19.99	0.00	0	19.99	0.03%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*CQ3LA2WC3 AM	AMZN.COM/BILL	WA	18.82	1	18.82	0.00	0	18.82	0.03%	1	1.83
47978	VEHICLE EXPENSE	4784	FASTRAK VIOLATION CENT	415-486-8655	CA	18.00	3	6.00	0.00	0	18.00	0.03%	3	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*2Y6LU63N2 AMZN	AMZN.COM/BILL	WA	15.48	1	15.48	0.00	0	15.48	0.02%	1	1.50
289779	COMPUTER	5968	AMAZON PRIME*2Y2SA9BM0	AMZN.COM/BILL	WA	14.39	1	14.39	0.00	0	14.39	0.02%	1	1.40
		5968	AMAZON PRIME*755R03113	AMZN.COM/BILL	WA	14.39	1	14.39	0.00	0	14.39	0.02%	1	1.40
		5968	AMAZON PRIME*G87IV46I3	AMZN.COM/BILL	WA	14.39	1	14.39	0.00	0	14.39	0.02%	1	1.40
378973	4899	5310	VAL-MART #5426	FREMONT	CA	14.29	1	14.29	0.00	0	14.29	0.02%	1	1.33
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*2Y08Y6VA2	AMZN.COM/BILL	WA	12.17	1	12.17	0.00	0	12.17	0.02%	1	1.18
		5942	AMZN MKTP US*MN8CW9VP3	AMZN.COM/BILL	WA	12.17	1	12.17	0.00	0	12.17	0.02%	1	1.18
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*ZG9726633	AMZN.COM/BILL	WA	11.73	1	11.73	0.00	0	11.73	0.02%	1	1.14
47971	OFFICE SUPPLIES	5734	DRI*MSP360TM	MYORD.COM	MN	8.00	1	8.00	0.00	0	8.00	0.01%	1	0.02
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*LD8G97AU3	AMZN.COM/BILL	WA	7.71	1	7.71	0.00	0	7.71	0.01%	1	0.72
397200	SPATT	5311	EBAY O*02-07661-23726	408-3766151	CA	7.33	1	7.33	0.00	0	7.33	0.01%	1	0.00
378973	4899	5310	VAL-MART #2031	UNION CITY	CA	6.58	1	6.58	0.00	0	6.58	0.01%	1	0.64
47971	OFFICE SUPPLIES	5942	AMZN MKTP US	AMZN.COM/BILL	WA	0.00	0	0.00	65.32	2	(65.32)	0.00%	2	6.34

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47973	OTHER TRAVEL	4722	PLN*PRICELINE HOTELS	800-657-9168	CT	\$ 0.00	0	\$ 0.00	\$1,267.74	1	\$(1,267.74)	(1.92%)	1	\$ 0.00
Total						\$67,679.76			\$1,621.42		\$66,058.34		244	\$ 2,990.96

Total Number of Records: 159

End of Report

Merchant Spend Analysis - Detail Output Parameter Page

Cycle Close Date Range: 10/2021 to 12/2021
Report Type: Detail
Merchant Profile Source: Association
Merchant Names: All
Merchant Category Code Group: All
Merchant States: All

Sort Report By: (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort
Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy Position:	<u>Bank</u>	<u>Agent</u>	<u>Company</u>	<u>Division</u>	<u>Department</u>
	1425	3135	51756	All	All

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JANUARY 24, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 17**

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
01/01/2022-01/14/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179592	1/6/2022	143	201180062	HAZEN AND SAWYER	THERMAL DRYER FEASIBILITY STUDY	\$5,745.00	\$625,899.63
	1/6/2022	114	2011800319		CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$88,453.85	
	1/6/2022	114	2011800223		MP - AERATION BASIN MODIFICATIONS	\$97,039.66	
	1/6/2022	114	2011800410		ETSU PHASE 1B PROJECT	\$434,661.12	
179607	1/6/2022	143	210708	OVERAA	PRIMARY DIGESTER NO. 7	\$322,053.80	\$322,053.80
179653	1/13/2022	143	800494.3	GARNEY PACIFIC INC	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$295,287.17	\$295,287.17
179683	1/13/2022	110	26216	SYNAGRO WEST LLC	NOV 2021 BIOSOLIDS DISPOSAL	\$135,763.96	\$135,763.96
179595	1/6/2022	143	900502.10	KIEWIT INFRASTRUCTURE WEST CO	HEADWORKS SCREENS REPLACEMENT	\$2,375.00	\$104,025.00
	1/6/2022	143	800501.16		ALVARADO INFLUENT PS PUMPS AND VFDS	\$101,650.00	
179585	1/6/2022		7119077135	FITCH RATINGS INC	WIFIA LOAN RATING FEE	\$70,000.00	\$70,000.00
179581	1/6/2022	143	800503.3	CORRPRO COMPANIES INC	CATHODIC PROTECTION IMPROVEMENTS - PLANT	\$60,844.31	\$60,844.31
179630	1/6/2022	143	900528.5	WESTERN WATER	AERATION BLOWER 11 (HIGH SPEED)	\$60,776.25	\$60,776.25
179576	1/6/2022	143	17316	CAROLLO ENGINEERS	EMERGENCY OUTFALL, CATHODIC PROTECTION IMPROVEMENTS, GR	\$42,812.78	\$42,812.78
179613	1/6/2022	114	179247	PSOMAS CORP	AERATION BASIN MODIFICATIONS	\$26,328.15	\$26,328.15
179620	1/6/2022	143	221286	TANNER PACIFIC INC	ALVARADO INFLUENT PS PUMPS AND VFDS	\$21,117.50	\$21,117.50
179671	1/13/2022	110	224720211230	PACIFIC GAS AND ELECTRIC	SERV TO 12/21/21 CS TRAINING TRAILER	\$889.95	\$18,537.64
	1/13/2022	170	761520211230		SERV TO 12/23/21 NEWARK PS	\$17,647.69	

**UNION SANITARY DISTRICT
CHECK REGISTER
01/01/2022-01/14/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179648	1/13/2022	110	1421990	DEPARTMENT OF GENERAL SERVICES	SERV: NOV 2021 PLANT	\$18,371.69	\$18,371.69
179626	1/6/2022	110	470002728	USP TECHNOLOGIES	4038 GALS HYDROGEN PEROXIDE	\$18,049.86	\$18,049.86
179608	1/6/2022	143	210708E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$16,950.20	\$16,950.20
179606	1/6/2022	110	3000055504	OLIN CORPORATION	4799.495 GALS SODIUM HYPOCHLORITE	\$3,742.07	\$14,929.50
	1/6/2022	110	3000054593		4922 GALS SODIUM HYPOCHLORITE	\$3,837.59	
	1/6/2022	110	3000054592		4726 GALS SODIUM HYPOCHLORITE	\$3,684.76	
	1/6/2022	110	3000054883		4700.754 GALS SODIUM HYPOCHLORITE	\$3,665.08	
179690	1/13/2022	143	198811	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$13,136.00	\$13,136.00
179586	1/6/2022	173	306	FORMULA DESIGN	PUBLIC WEBSITE HOSTING & MAINTENANCE	\$12,920.00	\$12,920.00
179661	1/13/2022	122	2142	MAKAI SOLUTIONS	VEHICLE LIFT REPAIR	\$12,811.91	\$12,811.91
179573	1/6/2022	143	11426366	BROWN & CALDWELL CONSULTANTS	COGEN REPLACEMENT & VENTILATION STUDY	\$11,030.67	\$11,030.67
179685	1/13/2022	170	10717	THORNTON ENVIRONMENTAL CONST	TLS 350 ANNUAL CALIBRATION TESTING	\$1,646.00	\$9,530.00
	1/13/2022	170	6702		UST TRIENNIAL OVERFILL INSPECTIONS	\$1,900.00	
	1/13/2022	122	6690		FUEL SYSTEM REPAIR	\$1,200.00	
	1/13/2022	170	6676		BUILDING 82 WASTE OIL CONTAINMENT BOOT REPAIR	\$1,665.00	
	1/13/2022	170	6694		FUEL ISLAND REPAIR	\$3,119.00	
179660	1/13/2022		37432220220101	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - JAN 2022	\$9,115.25	\$9,115.25
179584	1/6/2022	136	26724	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$7,927.90	\$7,927.90

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179668	1/13/2022	110	3000056684	OLIN CORPORATION	4924 GALS SODIUM HYPOCHLORITE	\$3,839.15	\$7,582.19
	1/13/2022	110	3000055986		4800.74 GALS SODIUM HYPOCHLORITE	\$3,743.04	
179632	1/6/2022	143	5155	WORKSMART AUTOMATION INC	CALCIUM THIOSULFATE CHEMICAL TANK	\$6,895.00	\$6,895.00
179673	1/13/2022	110	1602513	POLYDYNE INC	42,700 LBS CLARIFLOC WE-539	\$6,365.27	\$6,365.27
179644	1/13/2022	143	18150	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS	\$5,074.10	\$5,074.10
179612	1/6/2022	170	100786	PRIME MECHANICAL SERVICE INC	QUARTERLY MAINTENANCE - DEC 21	\$1,040.00	\$5,000.00
	1/6/2022	122	100849		QUARTERLY MAINTENANCE - DEC 21	\$1,695.00	
	1/6/2022	122	100838		ANNUAL COIL CLEANING	\$2,265.00	
179633	1/13/2022	143	2000574755	AECOM TECHNICAL SERVICES INC	CENTRIFUGE BUILDING IMPROVEMENTS	\$4,945.53	\$4,945.53
179670	1/13/2022	143	20220106	PACIFIC GAS AND ELECTRIC	FEE: CHERRY ST. PS	\$4,905.08	\$4,905.08
179577	1/6/2022	173	546252	CDW GOVERNMENT LLC	NETWORK R AND R	\$4,490.64	\$4,490.64
179654	1/13/2022		9142874370	GRAINGER INC	ASTD PARTS & MATERIALS	\$303.72	\$4,210.59
	1/13/2022		9146354437		50 PACKS DISPOSABLE GLOVES	\$1,621.94	
	1/13/2022		9146354411		ASTD PARTS & MATERIALS	\$836.48	
	1/13/2022		9146354429		ASTD PARTS & MATERIALS	\$466.49	
	1/13/2022	122	9142211904		ASTD PARTS & MATERIALS	\$132.49	
	1/13/2022	111	9142874362		ASTD PARTS & MATERIALS	\$128.43	
	1/13/2022	170	9144979797		ASTD PARTS & MATERIALS	\$584.35	
	1/13/2022	122	9139316013		1 PRESSURE GAUGE	\$136.69	

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179582	1/6/2022	141	109A12	DCM CONSULTING INC	DUMBARTON TRANSIT-ORIENTED DEV & USD FORCE MAINS	\$3,825.00	\$3,825.00
179639	1/13/2022		17507067	AT&T	SERV: 11/20/21 - 12/19/21	\$22.91	\$3,794.40
	1/13/2022		17507069		SERV: 11/20/21 - 12/19/21	\$3,537.51	
	1/13/2022		17507091		SERV: 11/20/21 - 12/19/21	\$233.98	
179597	1/6/2022	136	47495	LANCE, SOLL & LUNGHARD LLP	2021 GOVERNMENT AUDIT	\$3,635.00	\$3,635.00
179655	1/13/2022		12806627	HACH COMPANY	LABORATORY SUPPLIES	\$207.75	\$3,448.30
	1/13/2022		12799329		LABORATORY SUPPLIES	\$3,240.55	
179667	1/13/2022	141	1221000374	NBS	SEWER SERVICE CHARGE DATA SERV JAN - MAR 2022	\$3,437.33	\$3,437.33
179674	1/13/2022	120	916004762743	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - JAN 2022	\$3,423.03	\$3,423.03
179591	1/6/2022	170	96272770	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 12/01/2021 - 12/28/21	\$3,346.30	\$3,346.30
179609	1/6/2022	130	102127094	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$3,337.53	\$3,337.53
179568	1/6/2022	122	24364	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - DEC 2021	\$3,310.00	\$3,310.00
179587	1/6/2022	170	248075	FRANK A OLSEN COMPANY	1 10-IN DEZURIK PLUG VALVE	\$3,175.72	\$3,175.72
179627	1/6/2022		9895544254	VERIZON WIRELESS	WIRELESS SERV 11/21/21-12/20/21	\$3,052.32	\$3,052.32
179662	1/13/2022	130	10058	MANAGEMENT PARTNERS INC	CONSULTING SERVICES	\$3,000.00	\$3,000.00
179560	1/6/2022	170	2000570884	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$2,915.47	\$2,915.47
179677	1/13/2022	110	21120919	S&S TRUCKING	GRIT HAULING 12/02 & 12/03/2021	\$1,815.00	\$2,844.27
	1/13/2022	110	21121449		GRIT HAULING 12/10/2021	\$1,029.27	
179658	1/13/2022	170	2003358	JENSEN INSTRUMENT COMPANY	1 FLOWMETER	\$2,765.20	\$2,765.20

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179659	1/13/2022	132	210229	LIEBERT CASSIDY WHITMORE	NOR CAL EMPLOY RELATIONS CONSORTIUM MEMBERSHIP	\$2,520.00	\$2,520.00
179605	1/6/2022	170	136346	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - DEC	\$2,469.17	\$2,469.17
179603	1/6/2022	121	165731	MUNICIPAL MAINT EQUIPMENT INC	1 NOZZLE AND 2 SKIDS	\$2,344.83	\$2,344.83
179580	1/6/2022		135778008	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - DEC 2021	\$2,010.71	\$2,010.71
179570	1/6/2022	143	112166	BEECHER ENGINEERING	IRVINGTON PS PUMPS AND VFDS	\$2,000.00	\$2,000.00
179559	1/6/2022	143	21829922	ABC IMAGING, INC	IRVINGTON BASIN RCP REHABILITATION	\$1,981.42	\$1,981.42
179566	1/6/2022		19869	AU ENERGY LLC	REFUND # 43261	\$1,965.00	\$1,965.00
179564	1/6/2022		17474768	AT&T	SERV: 11/13/21 - 12/12/21	\$751.30	\$1,957.49
	1/6/2022		17444483		SERV: 11/10/21 - 12/09/21	\$1,008.39	
	1/6/2022		17474770		SERV: 11/13/21 - 12/12/21	\$43.20	
	1/6/2022		17474771		SERV: 11/13/21 - 12/12/21	\$66.46	
	1/6/2022		17474772		SERV: 11/13/21 - 12/12/21	\$88.14	
179628	1/6/2022	170	911559	VINCENT ELECTRIC MOTOR CO	COGEN #1 GENERATOR REPAIR	\$1,784.00	\$1,784.00
179623	1/6/2022	122	145372	TRI-SIGNAL INTEGRATION INC	ANNUAL FIRE HYDRANT SERVICE AGREEMENT 9/30/21 - 9/29/22	\$1,695.00	\$1,695.00

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179681	1/13/2022		734588016602	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$208.19	\$1,643.83
	1/13/2022		734535977401		JANITORIAL & BREAKROOM SUPPLIES	\$265.40	
	1/13/2022		734468638701		JANITORIAL & BREAKROOM SUPPLIES	\$584.26	
	1/13/2022		734535977402		JANITORIAL & BREAKROOM SUPPLIES	\$132.88	
	1/13/2022		734588016601		JANITORIAL & BREAKROOM SUPPLIES	\$304.13	
	1/13/2022		734501631501		JANITORIAL & BREAKROOM SUPPLIES	\$148.97	
179666	1/13/2022	170	962181741	MSA SAFETY SALES	10 SENSORS	\$1,630.47	\$1,630.47
179647	1/13/2022		20211225	DALE HARDWARE INC	12/21 - ASTD PARTS & MATERIALS	\$1,615.14	\$1,615.14
179637	1/13/2022		20211210	AMAZON.COM LLC	12/21 - ASTD OFFICE SUPPLIES	\$1,499.67	\$1,499.67
179680	1/13/2022	132	47834	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$1,419.00	\$1,419.00
179600	1/6/2022	170	2224361	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - JAN 2022	\$1,379.94	\$1,379.94
179563	1/6/2022		259000058777	ARAMARK	UNIFORM LAUNDERING & RUGS	\$307.23	\$1,360.50
	1/6/2022		259000055327		UNIFORM LAUNDERING SERVICE	\$358.32	
	1/6/2022		259000055303		UNIFORM LAUNDERING & RUGS	\$330.73	
	1/6/2022		259000058804		UNIFORM LAUNDERING SERVICE	\$364.22	

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179590	1/6/2022	111	9133846825	GRAINGER INC	ASTD PARTS & MATERIALS	\$10.24	\$1,322.70
	1/6/2022	170	9137528908		ASTD PARTS & MATERIALS	\$655.90	
	1/6/2022		9134143891		10 SAFETY GLASSES	\$104.22	
	1/6/2022		9138203568		ASTD PARTS & MATERIALS	\$433.96	
	1/6/2022		9125053216		ASTD PARTS & MATERIALS	\$118.38	
179641	1/13/2022	143	112145	BEECHER ENGINEERING	SWITHBOARD NO 3 & MCC NO 25 REPLACEMENT	\$1,260.00	\$1,260.00
179598	1/6/2022	113	2112682	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$89.50	\$1,121.50
	1/6/2022	113	2112588		LAB SAMPLE ANALYSIS	\$384.00	
	1/6/2022	113	2112453		LAB SAMPLE ANALYSIS	\$648.00	
179663	1/13/2022		70804626	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$309.86	\$1,096.97
	1/13/2022	122	70668774		ASTD PARTS & MATERIALS	\$21.10	
	1/13/2022	122	70242035		ASTD PARTS & MATERIALS	\$97.33	
	1/13/2022	170	70246041		30 SOCKETS	\$279.42	
	1/13/2022		70729991		ASTD PARTS & MATERIALS	\$142.41	
	1/13/2022	170	70305526		ASTD PARTS & MATERIALS	\$246.85	
179589	1/6/2022	173	20211228.3	MICHAEL GILL	EXP REIMB: EXCHANGE MONITOR	\$360.00	\$1,080.00
	1/6/2022	173	20211228		EXP REIMB: DUO MFA 10/23/21 - 11/23/21	\$240.00	
	1/6/2022	173	20211228.1		EXP REIMB: DUO MFA 11/23/21 - 12/23/21	\$240.00	
	1/6/2022	173	20211228.2		EXP REIMB: DUO MFA 12/23/21 - 01/23/22	\$240.00	

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179656	1/13/2022		3Q9917	HARRINGTON INDUSTRIAL PLASTICS	CREDIT: ASTD PVC PARTS & MATERIALS	\$-173.78	\$1,077.79
	1/13/2022		3Q0600		ASTD PVC PARTS & MATERIALS	\$173.78	
	1/13/2022	170	3Q9449		1 VALVE	\$1,077.79	
179601	1/6/2022		30538	MONARCH PLUMBING & ROOTER INC	REFUND # 43253	\$500.00	\$1,000.00
	1/6/2022		30551		REFUND # 43252	\$500.00	
179638	1/13/2022		259000062071	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$56.00	\$983.21
	1/13/2022		259000062082		UNIFORM LAUNDERING SERVICE	\$617.98	
	1/13/2022		259000062077		UNIFORM LAUNDERING & RUGS	\$309.23	
179688	1/13/2022		8806727643	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$115.89	\$954.77
	1/13/2022	113	8807112824		LAB SUPPLIES	\$34.91	
	1/13/2022	113	8807027394		LAB SUPPLIES	\$58.08	
	1/13/2022	113	8806974503		LAB SUPPLIES	\$411.36	
	1/13/2022	113	8807052084		LAB SUPPLIES	\$334.53	
179629	1/6/2022	113	8806885003	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$257.75	\$949.30
	1/6/2022	113	8806905910		LAB SUPPLIES	\$11.95	
	1/6/2022		8807046756		LAB SUPPLIES	\$638.45	
	1/6/2022	113	8806895705		LAB SUPPLIES	\$41.15	
179651	1/13/2022	170	62763	ENTERPRISE ROOFING SERVICES	ROOF REPAIRS BLDG 52	\$898.00	\$898.00
179565	1/6/2022		9967486600	AT&T	SERV: 11/11/21 - 12/10/21	\$882.85	\$882.85

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179622	1/6/2022	170	292943	TECHNICAL SAFETY SERVICES LLC	FUME HOOD CERTIFICATION & ALARM CALIBRATION	\$858.00	\$858.00
179567	1/6/2022	136	2522435080	BANK OF NEW YORK	NOV 2021 SERVICE FEES	\$848.33	\$848.33
179652	1/13/2022	170	905170952	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$323.35	\$826.63
	1/13/2022	170	905176407		DI WATER SYSTEM	\$503.28	
179650	1/13/2022		6855	ENERGY CHOICE INC	ASTD COGEN PARTS	\$757.10	\$757.10
179602	1/6/2022		24129081	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$212.10	\$671.76
	1/6/2022	170	24128430		ASTD PARTS & MATERIALS	\$459.66	
179572	1/6/2022		30420.1	AGUSTIN BORJON	REFUND # 43255	\$500.00	\$650.00
	1/6/2022		30420		REFUND # 43256	\$150.00	
179634	1/13/2022	170	9120725838	AIRGAS NCN	ASTD PARTS & MATERIALS	\$634.20	\$634.20
179599	1/6/2022		70100630	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$437.26	\$574.61
	1/6/2022	170	69253942		ASTD PARTS & MATERIALS	\$107.43	
	1/6/2022	170	70587733		ASTD PARTS & MATERIALS	\$29.92	
179665	1/13/2022	170	2364681056	MIELE PROFESSIONAL PRODUCTS	SERVICE: GLASSWASHER REPAIR	\$571.08	\$571.08
179618	1/6/2022		2064323001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$558.72	\$558.72
179583	1/6/2022	132	340530	EXAMINETICS	1 HEARING TEST	\$24.75	\$549.75
	1/6/2022	132	341082		3 EVALUATIONS	\$525.00	
179625	1/6/2022	136	98XW53501	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/11/21	\$500.21	\$500.21
179558	1/6/2022		30552	AZZ BAY BUILDERS & PLUMBING	REFUND # 43251	\$500.00	\$500.00

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179594	1/6/2022		30437	ZHI GUO JIANG	REFUND # 43257	\$500.00	\$500.00
179617	1/6/2022		30527	ROOTER HERO	REFUND # 43254	\$500.00	\$500.00
179619	1/6/2022		30361	ABHIJEET SOLANKI	REFUND # 39960	\$500.00	\$500.00
179621	1/6/2022		30528	CAROL TATE	REFUND # 43258	\$500.00	\$500.00
179675	1/13/2022		30526	ROOTER HERO	REFUND # 43273	\$500.00	\$500.00
179676	1/13/2022		27124	RORE MANAGEMENT INC	REFUND # 43270	\$500.00	\$500.00
179682	1/13/2022		30524	STAR ROOTER & PLUMBING INC	REFUND # 43271	\$500.00	\$500.00
179615	1/6/2022	170	443453	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$431.93	\$431.93
179640	1/13/2022		293627	BAY CITY ELECTRIC WORKS	2 BLOCK HEATERS	\$430.69	\$430.69
179588	1/6/2022	150	20220103	SAMI GHOSSAIN	RETIREMENT GIFT - 28 YEARS OF SERVICE	\$420.00	\$420.00
179687	1/13/2022	136	98XW53511	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/18/21	\$413.76	\$413.76
179610	1/6/2022		170742	PREFERRED ALLIANCE INC	NOV 2021 SERVICE FEE	\$409.57	\$409.57
179574	1/6/2022		277416	BURKE, WILLIAMS & SORENSON LLP	CIP - OCT 2021	\$366.08	\$366.08
179604	1/6/2022	121	228649	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$143.42	\$310.43
	1/6/2022	121	228668		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$167.01	
179596	1/6/2022		86376	KUSTERS ZIMA CORPORATION	4 IMPACT PLATES	\$309.80	\$309.80
179689	1/13/2022	143	2047534	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3	\$303.00	\$303.00
179635	1/13/2022		15516	ALAMEDA COUNTY WATER DISTRICT	SPONSORSHIP FEE - SCIENCE & ENGINEERING FAIR	\$300.00	\$300.00
179684	1/13/2022	173	20220106	RUFUS TAI	EXP REIMB: CCNA EXAM FEE	\$300.00	\$300.00

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179669	1/13/2022	132	2102278	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$295.00	\$295.00
179611	1/6/2022	170	277896	PRESTIGE LENS LAB	SAFETY GLASSES - CHAPARRO	\$275.76	\$275.76
179649	1/13/2022	173	546830	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - NOV 2021	\$253.88	\$253.88
179593	1/6/2022	173	6056556	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE	\$250.00	\$250.00
179686	1/13/2022		2206774	TOTAL FILTRATION SERVICES INC	20 FILTERS	\$244.02	\$244.02
179645	1/13/2022	122	325100	CENTERVILLE LOCKSMITH	SERVICE: REPAIR GATE LOCK	\$210.00	\$210.00
179672	1/13/2022	111	20220111	ALEXANDER PETERSON	EXP REIMB: SAFETY SHOES	\$208.00	\$208.00
179646	1/13/2022		2400211370	CUSIP GLOBAL SERVICES	WIFIA FEES	\$193.00	\$193.00
179679	1/13/2022		2056766004	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$172.15	\$172.15
179571	1/6/2022	170	16692040	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$26.62	\$169.65
	1/6/2022	120	16695421		ASTD OFFICE SUPPLIES	\$46.38	
	1/6/2022	130	16629972		1 STAMP	\$19.86	
	1/6/2022	120	16695420		ASTD OFFICE SUPPLIES	\$58.52	
	1/6/2022	130	16675150		1 CALENDAR	\$18.27	
179569	1/6/2022	122	25094500	BECK'S SHOES	SAFETY SHOES: M. DELA ROSA	\$161.17	\$161.17
179616	1/6/2022	120	20211222	JOSE RODRIGUES JR	EXP REIMB: SAC STATE MANAGEMENT COURSE	\$151.66	\$151.66
179643	1/13/2022	144	49200	BRITECH ELECTROPOLISHING	EQUIPMENT CLEANING	\$120.00	\$120.00
179614	1/6/2022		115737	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JAN 2022	\$112.00	\$112.00
179562	1/6/2022	130	20211227	ALCO-EMA	MEMBERSHIP DUES: 07/2021 - 06/2022	\$100.00	\$100.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179678	1/13/2022	170	85340220211223	SAN FRANCISCO WATER DEPT	SERVICE 11/18/2021 - 12/23/21	\$96.38	\$96.38
179642	1/13/2022	141	16680161	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$49.57	\$83.39
	1/13/2022	141	16680160		ASTD OFFICE SUPPLIES	\$33.82	
179636	1/13/2022	170	4088644120211227	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/21/21 - BOYCE ROAD	\$79.59	\$79.59
179578	1/6/2022	122	325231	CENTERVILLE LOCKSMITH	25 KEY TAGS	\$66.45	\$66.45
179624	1/6/2022	141	431471	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 12/10/21	\$64.52	\$64.52
179561	1/6/2022	143	20211222	ALAMEDA COUNTY TREASURER	FILING FEE: PLANT MISCELLANEOUS IMPROVEMENTS	\$50.00	\$50.00
179664	1/13/2022	120	20220106	WILLIAM MEDEIROS	EXP REIMB: DRIVERS LICENSE RENEWAL	\$49.00	\$49.00
179575	1/6/2022	132	550647	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINT	\$32.00	\$32.00
179657	1/13/2022	170	20211228	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - DEC 2021	\$25.47	\$25.47
179631	1/6/2022	122	2687478001	WHCI PLUMBING SUPPLY CO	ASTD PARTS & MATERIALS	\$19.04	\$19.04
179579	1/6/2022	171	20220104	PETE CHAPARRO	EXP REIMB: MILEAGE FOR CALL OUT	\$15.21	\$15.21

Invoices:

Credit Memos :	1	-173.78
\$0 - \$1,000 :	129	37,852.74
\$1,000 - \$10,000 :	58	175,008.16
\$10,000 - \$100,000 :	16	588,290.52
Over \$100,000 :	5	1,289,416.05
Total:	209	2,090,393.69

Checks:

\$0 - \$1,000 :	63	25,161.12
\$1,000 - \$10,000 :	50	163,586.55
\$10,000 - \$100,000 :	15	418,616.46
Over \$100,000 :	5	1,483,029.56
Total:	133	2,090,393.69

The Mercury News

COVID: There are signs omicron is about to crest in Bay Area. One is in our wastewater

Virus levels in Santa Clara County wastewater leveling off



UC Berkeley employees Al Sanchez, left, and Tim Pine remove a wastewater autosampler from a sewer drain. UC Berkeley researchers have developed a method to collect raw sewage from sewer systems and test it for the presence of the coronavirus. (Irene Yi/UC Berkeley)

By **JOHN WOOLFOLK** | jwoolfolk@bayareanewsgroup.com | Bay Area News Group
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Wastewater was a canary in the COVID-19 coal mine for Bay Area health officials. Over a month ago they pointed to sharply rising virus levels detected in the sewer system as a harbinger of the omicron-fueled case surge. Wastewater tests now show virus levels starting to subside.

Along with modeling at the University of Washington that has proven to be spot-on about the pandemic's trajectory, and experiences in other states and countries, it suggests the omicron wave is cresting and about to come down in Northern California and across the country. It's a hopeful sign for a public quite weary of the virus and all the restrictions it brings to their daily lives.

"We are seeing some trends currently that suggest there may be a leveling off or even a downward trend," said Santa Clara County Deputy Public Health Department Director Michael Balliet, who is overseeing the wastewater monitoring in partnership with Stanford University.

Wastewater monitoring systems in other parts of the country are showing similarly hopeful signs. Massachusetts Water Resources Authority reported Tuesday that virus levels in Boston area sewers had fallen to levels recorded on Dec. 30 — still higher than those seen before this winter, but nearly half peak levels found the first week of January.

Alexandria Boehm, a civil and environmental engineering professor at Stanford University, which is also monitoring wastewater virus levels for several other counties, including San Mateo, Modesto, San Francisco, and Merced, said she's seeing similar peaking trends in Sacramento.

Health experts have been expecting, based on last winter's experience and the trajectory of omicron outbreaks overseas, that this winter's surge would peak and subside quickly. In the United Kingdom, government data show new COVID-19 daily cases dropped to about 140,000 in the last week, after soaring to more than 200,000 earlier this month. Hospital admissions also have begun to fall.

South Africa, where the omicron variant first emerged in November, already has seen cases peak and fall.

The University of Washington's influential Institute for Health Metrics and Evaluation (IHME) model as of Jan. 8 predicts the present wave of daily U.S. cases will crest at around 1.2 million by Jan. 19 and begin to fall about as fast as it rose — which was meteoric.

By another IHME measure of estimated infections which includes those not confirmed and reported through testing, the latest U.S. surge already peaked Jan. 6 at 6.2 million. Daily U.S. hospital counts are projected to peak Jan. 25 at 273,000 and daily COVID-19 deaths Jan. 24 at 1,930.

For California, the IHME model predicts daily cases will peak at 135,750 by Jan. 24, with daily hospital counts cresting at 31,510 by Jan. 30 and daily COVID-19 deaths topping out at 150 by Feb. 1. It says estimated daily infections already peaked Jan. 11 at 758,500.

The model will be updated again Friday, but Ali Mokdad, a professor of health metrics sciences at the University of Washington in Seattle, said he doesn't expect projections to change much.

California is seeing a later peak than the rest of the country in part because the virus' spread has been slowed by more widespread use of face masks and higher vaccination rates, stretching out the wave, Mokdad said. But the University of Washington model projects that more than half the U.S. population will have been infected with the omicron variant over the next six weeks. Mokdad said it's important for people to wear high quality masks and have up to date vaccinations because omicron is so contagious and many of those who are infected don't have symptoms.

The variant's ability to infect people — even those who are vaccinated and masked — is apparent in the numbers compiled by the California Department of Public Health. California health data show the seven-day average of daily cases reaching 79,610 as of Thursday, with 12,927 hospitalizations statewide and an average of 46 daily deaths from the virus. That's up from 36,282 average daily cases, 8,671 statewide hospitalizations and 44 average daily deaths a week earlier. But California Human Services Secretary Dr. Mark Ghaly was optimistic Wednesday that the current omicron onslaught will see fewer hospitalizations and deaths than last winter's COVID surge due to the state's high vaccination rates and the number of people recovered from previous infection. The pandemic will enter a more manageable phase, he said.

"Our hope is that as we get through the next few weeks... that our baseline immunity to the COVID-19 virus and its variants that we have seen already and the ones that are yet to come will be strong enough to prevent such an immense overwhelm of people's health, the health care delivery system, and we start move into a bit of a new normal," Ghaly said.

Hope that the end of the current surge is just around the corner is evident in the short-term nature of recently imposed restrictions, such as Sonoma County's ban on large gatherings and universities like San Jose State starting the new term with classes online, all of which are scheduled to end in a month.

Still, there remains some uncertainty. Boehm said that while the unprecedented levels of virus levels in Santa Clara County wastewater over the last month have since "leveled off or in some cases gone down," there is still cause for concern:

"In previous surges, we had some leveling off for a bit before the true downturn," Boehm said. "We can't be sure what the future holds for this surge. New data come in daily, so we will be watching closely."

The Associated Press and NBC News contributed to this report.