



COMMISSION MEETING AGENDA

Thursday, June 18, 2026

4:00 PM

**Oro Loma Sanitary District Board Room
2600 Grant Avenue, San Lorenzo, CA**

**Video Conference link: <https://us02web.zoom.us/j/89796898677>
Call-in: 1(669) 900-6833 and enter Webinar ID number: 897 9689 8677**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Forum**

CONSENT CALENDAR

MOTION	5. Commission Meeting Minutes of May 21, 2026	8
	6. List of Disbursements for May 2026 – See Item No. FM4	16
	7. Treasurer’s Report for May 2026 – See Item No. FM5	19

REGULAR CALENDAR

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INFORMATION	9. Report from the Managers Advisory Committee (The General Manager will report on Managers Advisory Committee activities.)	12
INFORMATION	10. Report from the Financial Management Committee (The General Manager will report on the meeting.)	13
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MOTION	12. Authorize the General Manager to Execute Amendment 1 to the Professional Services Agreement with Regional Government Services for Finance and Administrative Services in the Amount of \$138,000 for a Total Contract Value of \$313,000 – See Item No. FM7 (The Commission will consider the item.)	23

Agenda Explanation
East Bay Dischargers Authority
Commission Agenda
June 18, 2026

RESOLUTION	13.	Adopt the East Bay Dischargers Authority's Fiscal Year 2026/2027 Budget – See Item No. FM8 (The Commission will consider the resolution.)	25
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INFORMATION	17.	Report from the Regulatory Affairs Committee (The General Manager will report on the meeting.)	161
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MOTION	19.	Approve Amendments to the General Manager's Amended and Restated Employment Agreement (The Commission will consider the item.)	193
MOTION	20.	Accept Fiscal Year 2026/2027 Committee Appointments and Schedule (The Commission will consider the item.)	204
INFORMATION	21.	Items from the Commission and Staff (The Commission and staff may address items of general interest.)	206

CLOSED SESSION

CLOSED SESSION	22.	Conference with Real Property Negotiations (The Commission may meet in closed session pursuant to Government Code §54956.8 regarding the property at 15850 Jess Ranch Road. Agency negotiator General Manager Jackie Zipkin and Legal Counsel Eric Casher. Negotiating party Mike Harding. Under negotiation, price and terms.)	206
CLOSED SESSION	23.	Conference with Legal Counsel – Anticipated Litigation (The Commission may meet in closed session pursuant to Government Code §54956.9(d)(2) for Conference with Legal Counsel regarding Anticipated Litigation.)	206

RECONVENE OPEN SESSION

INFORMATION

24. Closed Session Report

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(The Commission Chair will report any action taken in Closed Session.)

25. Adjournment

Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Administration Manager at the EBDA office at (510) 278-5910 or juanita@ebda.org. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

**Next Scheduled Commission meeting is
July 16, 2026 at 4:00 pm**

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GLOSSARY OF ACRONYMS

ACSDA	Alameda County Special Districts Association	DSRSD	Dublin San Ramon Services District
ACWA	Association of California Water Agencies	DTSC	Department of Toxic Substances Control
AIR DISTRICT	Bay Area Air District (fmr. BAAQMD)	EBDA	East Bay Dischargers Authority
AQPI	Advanced Quantitative Precipitation Information	EBRPD	East Bay Regional Park District
AMP	Asset Management Plan	EIS/EIR	Environmental Impact Statement/Report
ANPRM	Advanced Notice of Proposed Rulemaking	EPA	United States Environmental Protection Agency
BACC	Bay Area Chemical Consortium	FOG	Fats, Oils and Grease
BACWA	Bay Area Clean Water Agencies	GASB	Government Accounting Standards Board
BPA	Basin Plan Amendment	HEPS	Hayward Effluent Pump Station
BCDC	Bay Conservation and Development Commission	JPA	Joint Powers Agreement
BOD	Biochemical Oxygen Demand	LAFCO	Local Agency Formation Commission
CARB	California Air Resources Board	LAVWMA	Livermore-Amador Valley Water Management Agency
CASA	California Association of Sanitation Agencies	LOCC	League of California Cities
CBOD	Carbonaceous Biochemical Oxygen Demand	MAC	Managers Advisory Committee
CDFA	CA Department of Food & Agriculture	MCC	Motor Control Center
CEC	Compound of Emerging Concern	MCL	Maximum Contaminant Level
CEQA	California Environmental Quality Act	MDF	Marina Dechlorination Facility
CFR	Code of Federal Regulations	MG	Million Gallons
CMMS	Computerized Maintenance Management System	MGD	Million Gallons per Day
COH	City of Hayward	MMP	Mandatory Minimum Penalty
CPUC	California Public Utilities Commission	MOU	Memorandum of Understanding
CSL	City of San Leandro	MSS	Mixed Sea Salt
CTR	California Toxics Rule	N	Nitrogen
CVCWA	Central Valley Clean Water Association	NACWA	National Association of Clean Water Agencies
CVSAN	Castro Valley Sanitary District	NBS	Nature-Based Solutions
CWA	Clean Water Act	NGO	Non-Governmental Organization
CWEA	CA Water Environment Association	NOX	Nitrogen Oxides
DO	Dissolved Oxygen	NPDES	National Pollutant Discharge Elimination System
DPR	Department of Pesticide Regulation	NPS	Non-Point Source

GLOSSARY OF ACRONYMS

O&M	Operations & Maintenance	SSMP	Sewer System Management Plan
OLEPS	Oro Loma Effluent Pump Station	SSO	Sanitary Sewer Overflow
OLSD	Oro Loma Sanitary District	SWRCB	State Water Resources Control Board
OMB	Office of Management and Budget	TDS	Total Dissolved Solids
P	Phosphorous	TIN	Total Inorganic Nitrogen
PAHs	Polynuclear Aromatic Hydrocarbons	TMDL	Total Maximum Daily Load
PCBs	Polychlorinated Biphenyls	TP	Total Phosphorus
PLC	Programmable Logic Controller	TRC	Total Residual Chlorine
PFAS	Per and Polyfluoroalkyl Substances	TSO	Time Schedule Order
POTW	Publicly Owned Treatment Works	TSS	Total Suspended Solids
QA/QC	Quality Assurance / Quality Control	UEPS	Union Effluent Pump Station
Region IX	Western Region of EPA (CA, AZ, NV & HI)	USD	Union Sanitary District
ReNUWIt	Re-Inventing the Nation's Urban Water Infrastructure Engineering Research Center	UV	Ultraviolet Treatment
RFP	Request For Proposals	VFD	Variable Frequency Drive
RFQ	Request For Qualifications	VOCs	Volatile Organic Compounds
RMP	Regional Monitoring Program	WAS	Waste Activated Sludge
RO	Reverse Osmosis	WDR	Waste Discharge Requirements
RRF	Renewal and Replacement Fund	WEF	Water Environment Federation
RWB	Regional Water Board	WET	Whole Effluent Toxicity or Waste Extraction Test
RWQCB	Regional Water Quality Control Board	WIN	Water Infrastructure Network
SBS	Sodium Bisulfite	WLA	Waste Load Allocation (point sources)
SCADA	Supervisory Control and Data Acquisition	WPCF	Water Pollution Control Facility
SCAP	Southern California Alliance of POTWs	WQBEL	Water Quality Based Effluent Limitation
SEP	Supplementary Environmental Project	WQS	Water Quality Standards
SFEI	San Francisco Estuary Institute	WRDA	Water Resource Development Act
SFEP	San Francisco Estuary Partnership	WRF	Water Research Foundation
SLEPS	San Leandro Effluent Pump Station	WWTP	Wastewater Treatment Plant
SRF	State Revolving Fund	WWWIFA	Water and Wastewater Infrastructure Financing Agency

CONSENT CALENDAR

Consent calendar items are typically routine in nature and are considered for approval by the Commission with a single action. The Commission may remove items from the Consent Calendar for discussion. Items on the Consent Calendar are deemed to have been read by title. Members of the public who wish to comment on Consent Calendar items may do so during Public Forum.

- Item No. 5 Commission Meeting Minutes of May 21, 2026
- Item No. 6 List of Disbursements for May 2026 – See Item No. FM4
- Item No. 7 Treasurer's Report for May 2026 – See Item No. FM5

Recommendation

Approve Consent Calendar

ITEM NO. 7 COMMISSION MEETING MINUTES OF MAY 21, 2026

1. Call to Order

Chair Johnson called the meeting to order at 4:00 pm on Thursday, May 21, 2026, at the Oro Loma Sanitary District, 2655 Grant Avenue, San Lorenzo, CA 94580.

Commissioner Andrews requested to participate in today's Commission Meeting remotely due to emergency circumstances with insufficient time to place the proposed action on the posted agenda, pursuant to Govt. Code Section 54954.2 (b)(4).

Commissioner Andrews stated that she has just cause to attend remotely due to contagious illness that prevents her from attending in person, pursuant to Govt. Code Section 54953.8.3 (c)(2). She also stated that there is no one else in the room over age 18.

Commissioner Young moved to approve the remote participation. The item was seconded by Commissioner Boldt and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson

Noes: None

2. Pledge of Allegiance

3. Roll Call

Present:	Shelia Young	Oro Loma Sanitary District
	Dylan Boldt	City of San Leandro
	Angela Andrews	City of Hayward
	Jennifer Toy	Union Sanitary District
	Ralph Johnson	Castro Valley Sanitary District

Absent: None

Staff:	Jacqueline Zipkin	East Bay Dischargers Authority
	Howard Cin	East Bay Dischargers Authority
	Juanita Villasenor	East Bay Dischargers Authority
	Karen Li	East Bay Dischargers Authority
	Eric Casher	Legal Counsel
	David Donovan	City of Hayward
	Alex Ameri	City of Hayward
	Hayes Morehouse	City of San Leandro
	Paul Eldredge	Union Sanitary District
	Jimmy Dang	Oro Loma Sanitary District
	Roland Williams	Castro Valley Sanitary District

4. Public Forum

There were no public comments.

NOTICE OF PUBLIC HEARING

5. Public Hearing Regarding Vacancies, Recruitment, and Retention Efforts of the East Bay Dischargers Authority in Compliance with Assembly Bill 2561

General Manager Zipkin reviewed the status of vacancies, recruitment, and retention efforts, noting that the Authority's employee retention rate is 100%.

6. Close Public Hearing

Chair Johnson noted that no members of the public were present and, with no further discussion, closed the public hearing.

CONSENT CALENDAR

7. Commission Meeting Minutes of March 19, 2026

8. List of Disbursements for March 2026

9. List of Disbursements for April 2026

10. Treasurer's Report for March 2026

11. Treasurer's Report for April 2026

Commissioner Toy moved to approve the Consent Calendar. The item was seconded by Commissioner Boldt and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson

Noes: None

REGULAR CALENDAR

12. General Manager's Report

The General Manager (GM) GM advised that Bay Area Clean Water Agencies (BACWA) received a notice of intent to award grant funding from the Environmental Protection Agency (EPA) Region 9's San Francisco Bay Program. The grant includes continued funding for the EBDA First Mile Horizontal Levee Project. The GM also noted that she has been invited to be nominated to serve on the California Association of Sanitation Agencies (CASA) Board of Directors.

13. Report from the Managers Advisory Committee

The General Manager (GM) deferred to specific Committee discussions.

14. Report from the Financial Management Committee

The GM reported on the May 18, 2026, Financial Management Committee Meeting. The Committee recommended approval of the March and April disbursements and Treasurer's Reports. The Committee reviewed the Third Quarter Expense Summary and the draft fiscal year 2026/2027 Budget. The Committee supported Commission approval of Items 15 and 16 as presented.

15. Approve Revisions to the Authority's Audit Policy

Commissioner Young moved to approve. The item was seconded by Commissioner Toy and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson
Noes: None

16. Authorization for the General Manager to Execute an Agreement with Nigro & Nigro, PC for Financial Audit Services in the Amount of \$57,000

Commissioner Toy moved to approve. The item was seconded by Commissioner Young and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson
Noes: None

17. Report from the Operations and Maintenance Committee

The Operations and Maintenance (O&M) Manager and GM reported on the May 19, 2026, O&M Committee Meeting and ongoing O&M activities. The O&M Manager reviewed permit compliance data and provided facility updates, including the OLEPS Emergency Outfall Cleaning and the status of the Skywest recycled water system. The GM provided an update on the Cargill project. Lastly, the O&M Manager reviewed the draft Fiscal Year 2026-2027 Renewal and Replacement Fund Project List.

18. Report from the Personnel Committee

The GM reported on the May 18, 2026, Personnel Committee Meeting. The Committee reviewed the State Controller's Government Compensation in California Report, 2026/2027 Committee Preference Form, and the General Manager's self-assessment. The Committee reviewed the 2026/2027 Compensation Plan and recommends increasing the Health & Wellness Program monthly stipend to \$100. The Committee directed staff to conduct a salary study for all positions in the Classification Plan. The Committee supported Commission approval of Items 19 and 20 as presented.

19. Approve the Authority's Compensation Plan for Fiscal Year 2026-2027

Commissioner Young moved to approve. The item was seconded by Commissioner Boldt and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson
Noes: None

20. Approve an Annual Authority Contribution of \$1000 for Five Years to the California Association of Sanitation Agencies Education Foundation in Support of the Bruce Wolfe Memorial Scholarship

Commissioner Toy moved to approve. The item was seconded by Commissioner Boldt and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson
Noes: None

21. Approve Fiscal Year 2026-2027 Commission Chairperson and Vice Chairperson

Commissioner Young moved to approve. The item was seconded by Commissioner Toy and carried with the following roll call vote:

Ayes: Young, Boldt, Andrews, Toy, Johnson
Noes: None

22. Items from the Commission and Staff

General Manager Zipkin requested that the Commission adjourn the meeting in memory Deborah Quinn, honoring her for her decades of service to EBDA.

C L O S E D S E S S I O N

23. Conference with Real Property Negotiations

Pursuant to Government Code §54956.8, the Commission entered a Closed Session at 4:45 p.m. to discuss the property at 15850 Jess Ranch Road.

24. Public Employee Performance Evaluation

Pursuant to Government Code §54957(b)(1), the Commission discussed the General Manager's public employee performance evaluation.

R E C O N V E N E O P E N S E S S I O N

25. Closed Session Report

The Commission reconvened to Open Session and Chair Johnson noted there were no reportable actions from the closed session.

26. Adjournment

Chair Johnson adjourned the meeting at 6:02 p.m. in memory of Deborah Quinn.

Jacqueline Zipkin
General Manager

ITEM NO. 8 GENERAL MANAGER'S REPORT

The General Manager will discuss items of interest to EBDA.

ITEM NO. 9 REPORT FROM THE MANAGERS ADVISORY COMMITTEE

**MANAGERS ADVISORY COMMITTEE
AGENDA**

**Monday, June 1, 2026
2:00 pm**

- 1. Biosolids**
 - a. Jess Ranch Composting Facility**
 - b. Discussion with StopWaste**
- 2. First Mile Horizontal Levee Project Update**
- 3. NPDES Permit Reissuance**
- 4. Nutrients**
 - a. Basin Plan Amendment**
 - b. Water Quality Trading**
- 5. EBDA Commission Agenda**
- 6. Managers Information Sharing and Networking**



ITEM NO. 10

FINANCIAL MANAGEMENT COMMITTEE AGENDA

Wednesday, June 17, 2026 at 3:00 PM

**East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA**

Committee Members: Young (Chair); Toy

FM1. Call to Order

FM2. Roll Call

FM3. Public Forum

FM4. Disbursements for May 2026
(The Committee will review the List of Disbursements.)

FM5. Treasurer's Reports for May 2026
(The Committee will review the Treasurer's Report.)

FM6. Fix the City of Hayward Recycled Water Fee for Fiscal Year 2026/2027 at \$12,000 per Quarter
(The Committee will consider the item.)

FM7. Authorize the General Manager to Execute Amendment 1 to the Professional Services Agreement with Regional Government Services for Finance and Administrative Services in the Amount of \$138,000 for a Total Contract Value of \$313,000
(The Committee will consider the item.)

FM8. Adopt the East Bay Dischargers Authority's Fiscal Year 2026/2027 Budget
(The Committee will consider the item.)

FM9. Adjournment

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Agenda Explanation
East Bay Dischargers Authority
Financial Management Committee
June 17, 2026

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Next Scheduled Financial Management Committee July 15, 2026 at 10:00 am
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ITEM NO. FM4 DISBURSEMENTS FOR MAY 2026

Disbursements for the month of May totaled \$286,961.

Reviewed and Approved by:

_____ Shelia Young, Chair Financial Management Committee	_____ Date
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_____ Jacqueline T. Zipkin Treasurer	_____ Date
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EAST BAY DISCHARGERS AUTHORITY
List of Disbursements
May 2026

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
10422	05/29/2026	41073	ANCHOR QEA, INC	FIRST MILE PROJECT	46,755.71	46,755.71
10428	05/29/2026	3277	UNION SANITARY DISTRICT	UEPS O&M, PG&E, FM MAINTENANCE - MAR	34,325.65	34,325.65
10414	05/15/2026	404418	CITY OF SAN LEANDRO	MDF O&M, EFFLUENT MONITORING, FM MAINTENANCE - MAR	33,043.79	33,043.79
10413	05/15/2026	353823	CITY OF HAYWARD	HEPS O&M JAN-MAR - Q3	25,160.68	25,160.68
10419	05/15/2026	21086	REGIONAL GOVERNMENT SERVICES	MANAGEMENT AND ADMINISTRATIVE SERVICES	9,615.90	9,615.90
10420	05/15/2026	4246-0445-5568-7627	U.S. BANK	PURCHASING CARD EXPENSES	3,908.15	3,908.15
10418	05/15/2026	20185	REDWOOD PUBLIC LAW, LLP	LEGAL SERVICES - THRU APR 30, 2026	3,686.50	3,686.50
10417	05/15/2026	EBDA03	PLANTIFY	FIRST MILE & HASPA COMMUNITY OUTREACH	3,445.00	3,445.00
10427	05/29/2026	08	GREENBELT ALLIANCE	HASPA COMMUNITY OUTREACH	1,928.36	1,928.36
10412	05/15/2026	52205711	CITY OF HAYWARD	EMPLOYEE BENEFIT PROGRAMS - MAY	1,866.16	1,866.16
10415	05/15/2026	76772	H.T. HARVEY	BIOSOLIDS SUITABILITY ASSESSMENT	1,440.25	1,440.25
10423	05/29/2026	606	CASA EDUCATION FOUNDATION	BRUCE WOLFE SCHOLARSHIP	1,000.00	1,000.00
10421	05/29/2026	3551324	ALLIANT INSURANCE	PUBLIC OFFICIAL BOND - CIN	875.00	875.00
10411	05/15/2026	740103	CALTEST ANALYTICAL LABORATORY	LAB TESTING SERVICES	741.92	741.92
10409	05/15/2026	44898	BA MORRISON	HEPS HVAC SERVICE	410.00	710.00
10409	05/15/2026	44899	BA MORRISON	ADMIN HVAC SERVICE	300.00	
10410	05/15/2026	61666	CALCON	OPS CENTER - VNC REMOTE ACCESS ISSUES & SCADA BACKUP	703.50	703.50
10424	05/29/2026	23304	D.W. NICHOLSON	OLEPS EMERGENCY OUTFALL CLEANING	312.67	312.67
10416	05/15/2026	12641	MBC CUSTODIAL SERVICES INC	JANITORIAL SERVICES - MAY	208.00	208.00
10426	05/29/2026	4654221-CAL	FLEX TECHNOLOGY GROUP LLC	KONICA MINOLTA COPIER USAGE/MAINTENANCE	154.35	154.35
10425	05/29/2026	44777800001	EBMUD	ADMIN WATER SERVICE 01/14/26-03/16/26	54.70	54.70
10429	05/29/2026	S2298053.001	WILLE ELECTRIC SUPPLY CO, INC	MDF LIGHT BULBS	37.21	37.21
TOTAL CHECKS					169,973.50	169,973.50
ELECTRONIC PAYMENTS						
	05/28/2026	--	ADP, LLC	PAYROLL PERIOD: 5/16-31/2026	29,722.62	29,722.62
	05/14/2026	--	ADP, LLC	PAYROLL PERIOD: 5/01-15/2026	26,183.09	26,183.09
	05/22/2026	--	ADP, LLC	PAYROLL FEES, 5/01-15/2026	122.45	122.45
	05/08/2026	--	ADP, LLC	PAYROLL FEES, 4/16-30/2026	190.86	190.86
	05/04/2026	100000018241541	CALPERS	PENSION CONTRIBUTION, CLASSIC 4/16 - 30/2026	6,032.62	6,032.62
	05/20/2026	100000018272384	CALPERS	PENSION CONTRIBUTION, CLASSIC 5/01 - 15/2026	6,032.62	6,032.62
	05/20/2026	100000018272426	CALPERS	PENSION CONTRIBUTION, PEPRA 5/01 - 15/2026	197.82	197.82
	05/04/2026	100000018275774	CALPERS	HEALTH PREMIUMS - MAY	8,595.82	8,595.82
	05/04/2026	100000018241580	CALPERS	PENSION CONTRIBUTION, PEPRA 4/16 - 30/2026	197.82	197.82

EAST BAY DISCHARGERS AUTHORITY
List of Disbursements
May 2026

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
	05/26/2026	60552	COMPUTER COURAGE	WEBSITE HOSTING - MAY	150.00	150.00
	05/11/2026	82943	FOR2FI	MDF TELEPHONE SERVICE - MAY	134.51	134.51
	05/29/2026	--	FREMONT BANK	SERVICE CHARGE	79.60	79.60
	05/06/2026	2605036237	INTERMEDIA.NET INC	EMAIL EXCHANGE HOSTING	109.81	109.81
	05/21/2026	6670795	MISSION SQUARE	DEFERRED COMPENSATION CONTRIBUTION 5/15/2026	2,171.11	2,171.11
	05/04/2026	6784957	MISSION SQUARE	DEFERRED COMPENSATION CONTRIBUTION 4/30/2026	2,171.11	2,171.11
	05/04/2026	5105948980-0	PG&E	GAS & ELECTRIC SERVICE	33,602.15	33,602.15
	05/20/2026	CD_001425119	RINGCENTRAL INC	ADMIN OFFICE DIGITAL PHONE SERVICE - MAY	208.77	208.77
	08/08/1902	1003631776	STATE COMPENSATION INSURANCE FUND	WORKERS COMPENSATION PREMIUM - MAY	951.15	951.15
	05/21/2026	6142470186	VERIZON WIRELESS	WIRELESS PHONE SERVICE - APR	50.46	50.46
	05/11/2026	--	WELLS FARGO	SERVICE CHARGE	82.90	82.90
TOTAL ELECTRONIC PAYMENTS					116,987.29	116,987.29
TOTAL DISBURSEMENTS					286,960.79	286,960.79

ITEM NO. FM5 TREASURER'S REPORTS FOR MAY 2026

The Treasurer's Report summarizes the Authority's financial activities by fund, providing an overview of its financial status. A detailed presentation of transactions, including income and expenditures, along with current account balances for checking and investment accounts, can be found in the Supplemental Treasurer's Report.

The average monthly yield for Local Agency Investment Fund (LAIF) is 3.81%, while the current 7-day yield for California Asset Management Program (CAMP) is 3.77%. The liquidity of both CAMP and LAIF allows for easy transfers to the checking account to meet the daily cash flow needs.

As of May 31, 2026, the Authority's total cash balance is \$4,689,378. Continuous oversight is essential as we move forward to ensure sustained financial health and meet any future obligations.

Approval is recommended.

EAST BAY DISCHARGERS AUTHORITY

FINAL TREASURER'S REPORT

For the Period Ending May 31, 2026

FUND	FUND DESCRIPTION	BEGINNING CASH BALANCE	DEBITS (INCREASE)	CREDITS (DECREASE)	ENDING CASH BALANCE
12	OPERATIONS & MAINTENANCE	\$ 1,997,466	\$ -	\$ 232,091	\$ 1,765,374
13	PLANNING & SPECIAL STUDIES	\$ 81,623	\$ 292,323	\$ 54,569	\$ 319,377
14	RECLAMATION O & M (SKYWEST)	\$ 47,126	\$ 12,000	\$ 300	\$ 58,826
15	BRINE ACCEPTANCE	\$ 195,825	\$ -	\$ -	\$ 195,825
31	RENEWAL & REPLACEMENT	\$ 2,341,613	\$ 8,363	\$ -	\$ 2,349,976
TOTALS		\$ 4,663,653	\$ 312,686	\$ 286,961	4,689,378
Ending Balance per STR					\$ 4,689,378

May-26

SUPPLEMENTAL TREASURER'S REPORT

							ACCOUNT BALANCE				
DATE	DESCRIPTION	RECEIPT	DISBURSEMENT	CAMP	LAIF	WELLS FARGO	FREMONT	CAMP	LAIF	WELLS FARGO	TOTAL CASH
04/30/26	BALANCE						337,038.91	2,689,364.68	1,537,673.05	99,576.05	4,663,652.69
05/01/26	DIVIDENDS	8,362.81		8,362.81			337,038.91	2,697,727.49	1,537,673.05	99,576.05	4,672,015.50
05/04/26	ELECTRONIC BILL PAY		2,171.11				334,867.80	2,697,727.49	1,537,673.05	99,576.05	4,669,844.39
05/04/26	ELECTRONIC BILL PAY		197.82				334,669.98	2,697,727.49	1,537,673.05	99,576.05	4,669,646.57
05/04/26	ELECTRONIC BILL PAY		6,032.62				328,637.36	2,697,727.49	1,537,673.05	99,576.05	4,663,613.95
05/04/26	ELECTRONIC BILL PAY		8,595.82				320,041.54	2,697,727.49	1,537,673.05	99,576.05	4,655,018.13
05/04/26	ELECTRONIC BILL PAY		33,602.15				286,439.39	2,697,727.49	1,537,673.05	99,576.05	4,621,415.98
05/06/26	ELECTRONIC BILL PAY		109.81				286,329.58	2,697,727.49	1,537,673.05	99,576.05	4,621,306.17
05/08/26	PAYROLL FEES		190.86				286,138.72	2,697,727.49	1,537,673.05	99,576.05	4,621,115.31
05/11/26	ELECTRONIC BILL PAY		134.51				286,004.21	2,697,727.49	1,537,673.05	99,576.05	4,620,980.80
05/11/26	ELECTRONIC BILL PAY		951.15				285,053.06	2,697,727.49	1,537,673.05	99,576.05	4,620,029.65
05/11/26	BANK SERVICE CHARGE		82.90			(82.90)	285,053.06	2,697,727.49	1,537,673.05	99,493.15	4,619,946.75
05/14/26	PAYROLL		19,487.56				265,565.50	2,697,727.49	1,537,673.05	99,493.15	4,600,459.19
05/14/26	PAYROLL TAX		6,695.53				258,869.97	2,697,727.49	1,537,673.05	99,493.15	4,593,763.66
05/15/26	CHECK DISBURSEMENT		84,529.85				174,340.12	2,697,727.49	1,537,673.05	99,493.15	4,509,233.81
05/15/26	DEPOSIT - CITY OF HAYWARD	12,000.00					186,340.12	2,697,727.49	1,537,673.05	99,493.15	4,521,233.81
05/18/26	DEPOSIT - ABAG	292,323.36					478,663.48	2,697,727.49	1,537,673.05	99,493.15	4,813,557.17
05/20/26	ELECTRONIC BILL PAY		208.77				478,454.71	2,697,727.49	1,537,673.05	99,493.15	4,813,348.40
05/20/26	ELECTRONIC BILL PAY		197.82				478,256.89	2,697,727.49	1,537,673.05	99,493.15	4,813,150.58
05/20/26	ELECTRONIC BILL PAY		6,032.62				472,224.27	2,697,727.49	1,537,673.05	99,493.15	4,807,117.96
05/21/26	ELECTRONIC BILL PAY		50.46				472,173.81	2,697,727.49	1,537,673.05	99,493.15	4,807,067.50
05/21/26	ELECTRONIC BILL PAY		2,171.11				470,002.70	2,697,727.49	1,537,673.05	99,493.15	4,804,896.39
05/22/26	PAYROLL FEES		122.45				469,880.25	2,697,727.49	1,537,673.05	99,493.15	4,804,773.94
05/26/26	ELECTRONIC BILL PAY		150.00				469,730.25	2,697,727.49	1,537,673.05	99,493.15	4,804,623.94
05/28/26	PAYROLL		23,027.08				446,703.17	2,697,727.49	1,537,673.05	99,493.15	4,781,596.86
05/28/26	PAYROLL TAX		6,695.54				440,007.63	2,697,727.49	1,537,673.05	99,493.15	4,774,901.32
05/29/26	CHECK DISBURSEMENT		85,443.65				354,563.98	2,697,727.49	1,537,673.05	99,493.15	4,689,457.67
05/29/26	BANK SERVICE CHARGE		79.60				354,484.38	2,697,727.49	1,537,673.05	99,493.15	4,689,378.07
	TRANSACTION TOTALS	312,686.17	286,960.79	8,362.81	-	(82.90)					
	ACCOUNT BALANCE						354,484.38	2,697,727.49	1,537,673.05	99,493.15	4,689,378.07

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Reconciliation - 5/31/2026

① Fremont Bank Statement	\$ 472,437.40
Less: Outstanding Checks	117,953.02
	<u>\$ 354,484.38</u>

② CAMP Statement	\$ 2,706,334.26
Less: Accrual Income Dividend	8,606.77
	<u>\$ 2,697,727.49</u>

③ LAIF Statement	<u>\$ 1,537,673.05</u>
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④ Wells Fargo Bank Statement	<u>\$ 99,493.15</u>
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The Supplemental Treasurer's Report is prepared monthly by the General Manager. It also serves as EBDA's cash and investments reconciliation.

ITEM NO. FM6 FIX THE CITY OF HAYWARD RECYCLED WATER FEE FOR FISCAL YEAR 2026/2027 AT \$12,000 PER QUARTER

Recommendation

Approve setting the recycled water fees at \$12,000 per quarter (\$4,000 per month) for FY 2026/2027.

Strategic Plan Linkage

- 5. Resilience:** Champion resilience for communities and the environment through regional leadership and advancing priority programs to support the Member Agencies in achieving their sustainability goals.
 - a. Promote the Member Agencies' interests by furthering regional support for water recycling and "one water."

Background

Since 1982, EBDA has been providing recycled water to Skywest Golf Course. The golf course property is owned by the City of Hayward (City) and was historically operated by Hayward Area Recreation and Park District (HARD). EBDA's goal for water provision to Skywest has always been for revenues to meet expenses so that the Member Agencies do not subsidize the project. From 2017-2020, EBDA charged HARD \$10,000 per month, which allowed for offset of expenses, as well as build-up of a small fund for capital needs.

In March 2020, the golf course was closed to the public due to COVID-19 restrictions, and it has not reopened. Since the course closed, EBDA has continued to provide recycled water at reduced quantities. The water is no longer used for irrigation; water levels are maintained in the ponds to provide for local wildlife. At the end of September 2020, HARD elected to allow their lease to expire, and management of the property was taken over by the City, which is currently undertaking a facility-planning process to determine future land uses.

From 2021-2025, the Commission adopted motions setting the City of Hayward recycled water fee at \$9,000 per quarter. For Fiscal Year 2025/2026, the Authority and the City agreed to a higher price of \$12,000 per quarter, reflecting a higher level of effort required over the prior year to keep the aging infrastructure running, conduct required monitoring, and maintain disinfection with higher chemical prices. The balance in EBDA's water reclamation fund, which is currently set aside for the Skywest project, is \$58,826.

Discussion

Based on expenses incurred over the past year, staff recommends maintaining the recycled water price at \$12,000 per quarter for continued service to Skywest. The Authority's intent continues to be to cover operations and maintenance costs. Any remaining funds in the account will be retained for the ultimate decommissioning or disposition of the system.

Staff believes that supplying EBDA's recycled water to the City's Skywest property

provides financial benefits to the City, whose cost for potable water would be much higher, and environmental benefits to EBDA and its Member Agencies. The status of the facilities and water transfers are described in Item No. OM 5. Staff will continue to work with the City to identify future recycled water needs as their plans for the property take shape. One potential future scenario is that the City provides recycled water from their Water Resource Recovery Facility to the site.

ITEM NO. FM7 AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES FOR FINANCE AND ADMINISTRATIVE SERVICES IN THE AMOUNT OF \$138,000, FOR A TOTAL CONTRACT VALUE OF \$313,000

Recommendation

Approve a motion authorizing the General Manager to execute an amendment to the agreement with Regional Government Services Authority.

Strategic Plan Linkage

4. **Sustained Organization:** Sustain a functional, productive, resilient organization to ensure EBDA can strive to achieve its Mission and Vision.
 - c. Develop and implement succession plans for each staff role.

Background

In October 2023, the Commission approved a contract with Regional Government Services (RGS) to perform accounting and administrative services upon the retirement of the Authority's long-time contract accountant, Deborah Quinn. The RGS contract was amended in 2024 to extend service through June 30, 2025. A new contract with RGS was then approved for Fiscal Year (FY) 2025/2026.

In preparation for Ms. Quinn's retirement, staff and the Commission considered several options for addressing the Authority's accounting needs, including hiring additional employees or engaging a Member Agency to handle EBDA's accounting function. The determination was that outsourcing the accounting function was most practical and economical. After receiving proposals from two organizations interested in providing accounting resources, staff recommended contracting with RGS. RGS is a Joint Powers Authority (JPA) founded in 2001 and began serving the needs of cities, counties, special districts, joint powers authorities, and other governmental entities in 2002. RGS works exclusively for public agencies, providing consulting services to meet the needs of its partner agencies in a broad range of disciplines including accounting and finance, human resources, clerk of the board, and others. RGS has over 180 staff, many of whom previously worked as public agency employees. RGS is currently providing similar services for the Livermore Amador Valley Water Management Agency (LAVWMA).

Discussion

RGS has been performing accounting services since 2023, including the development of the Authority's FY 2023/2024 and 2024/2025 Financial Statements and facilitating the audit of those statements. Staff has been satisfied with RGS's performance.

Based on their experience at EBDA to date, RGS has estimated their level of effort for FY 2026/2027 to be \$138,000. This is a reduction from the \$175,000 contract value for FY 2025/2026, reflecting efficiencies gained as well as a reduction in scope now that EBDA's Administrative Assistant is available to take over certain tasks. RGS only bills the Authority for hours actually spent on Authority work.



**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL
SERVICES FOR “PROVIDING FINANCE SERVICES TO THE
EAST BAY DISCHARGERS AUTHORITY”**

This first amendment to the AGREEMENT FOR PROFESSIONAL SERVICES between the **EAST BAY DISCHARGERS AUTHORITY** (“Agency”) and Regional Government Services Authority, hereinafter called “RGS” is made and entered into this 12th day of June 2026.

RECITALS

The Agency and RGS entered into an Agreement for services dated July 1, 2025. This Amendment is entered into with reference to the following facts and circumstances:

- **Section 1, Term**, is amended to extend the anticipated completion of service to June 30, 2027.
- **Section 3, Compensation**, is amended to increase the Not To Exceed (NTE) amount by \$138,000, to a revised total of \$313,000.
- All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the first date above written by their respective officers duly authorized on that behalf.

Dated: _____

Dated: _____

Agency: _____

Jacqueline Zipkin
General Manager

RGS: _____

Sophia Selivanoff
Executive Director

ITEM NO. FM8 ADOPT THE EAST BAY DISCHARGERS AUTHORITY'S FISCAL YEAR 2026/2027 BUDGET

Recommendation

Adopt a resolution approving the Authority's Fiscal Year (FY) 2026/2027 Budget.

Strategic Plan Linkage

7. **Financial:** Develop financial strategies and practice sound fiscal management to ensure wise use of ratepayers' resources.
 - b. Proactively manage expenditures to stay within adopted budget.

Background

The Authority's Amended and Restated JPA states the following:

The Commission will adopt an annual or biennial budget for the ensuing Fiscal Year(s) prior to July 1. The budget will include sufficient detail to constitute a fiscal control guideline, specify cash flow requirements from each Agency, grant reimbursements, and cash receipts and expenditures to be made for Operation and Maintenance Costs, Planning and Special Studies Costs, and Capital Costs for the Facilities, and other necessary and appropriate expenditures.

In February 2026, the Personnel Committee reviewed budgetary assumptions related to salary and benefits. In March 2026, the Financial Management Committee reviewed other budget considerations for FY 2026/2027, and a draft budget was reviewed in May 2026.

Discussion

The proposed FY 2026/2027 Budget is presented in the following format:

1. By Program
2. By Account Number
3. Allocation to Member Agencies

Projects that are reimbursable, including the First Mile Horizontal Levee Project funded by EPA, and the Cargill Brine Project funded by Cargill, are shown separately to more clearly identify funding expectations for the Member Agencies.

The proposed budget represents a 5.1% increase to EBDA's operations and maintenance (O&M) budget. While the outfall and force main O&M budget is decreasing, that savings is more than offset by the following increases:

- Salary and benefits costs are expected to increase by about 8% overall. This includes a 3% cost of living adjustment for salaries, along with higher health insurance premiums, and increased pension obligations. In addition, EBDA's Administration Manager has announced her intention to retire at the end of FY

2026/2027. To ensure continuity of service and adequate training in that key position, this draft budget assumes a three-month overlap between a new hire and the retiring Administration Manager.

- The Authority's insurance programs experienced a 25% increase in FY2025/2026. For FY2026/2027, costs are expected to rise further due to increased exposures, loss development, and insurance market conditions.
- PG&E costs are expected to continue to increase.
- Use of sodium hypochlorite (hypo) for disinfection has increased over the past year as staff works to prevent fecal coliform exceedances. Given that the cost of the chemical has also been rising, staff has recommended an increase EBDA's hypo budget.

Overall, staff is proposing a 11.3% increase in the budget as compared to FY 2025/2026, or approximately \$700k. \$300k of that is to support EBDA's efforts associated with the Jess Ranch Composting Project, which was discussed with the Commission in Closed Session at the May 21 meeting.

Additional increases in Fund 13 (Special Projects) include the following:

- In a handout for their June 12, 2026 Water Quality Fees Stakeholder Meeting, State Water Resources Control Board staff projected a 7.5% increase to NPDES permit fees.
- As discussed previously with the Commission and outlined in Item No. OM5, the budget includes \$85k for EBDA's contribution to the Advanced Quantitative Precipitation Information (AQPI) Project - \$25k for a one-time reimbursement of Sonoma Water's cost to install the C-band radar, and \$60k for the Center for Western Weather and Water Extremes (CW3E) at the Scripps Institution for Oceanography, UC San Diego to maintain the radar systems and program.
- EBDA's National Pollutant Discharge Elimination System (NPDES) permit is set to expire in August 2027 per its five-year cycle, and the renewal application and Report of Waste Discharge (ROWD) are due to the Regional Water Quality Control Board in November 2026. This draft budget assumes \$90,000 for consultant support for developing the permit application and ROWD. This work began in FY 2025/2026 through a contract with EOA, Inc.

ESTIMATED ANNUAL INVOICES TO THE EBDA AGENCIES FOR FISCAL YEAR 2026/2027

	Member Agency Allocations					Non-Member Allocation		
	San Leandro	Oro Loma	CVSan	Hayward	USD	Subtotal	LAVWMA	Grand Total
Special Study Rate	13.0%	18.0%	6.0%	30.0%	33.0%	100.0%	varies*	100.0%
Variable Rate	9.0%	15.4%	6.6%	22.6%	46.3%	100.0%	varies*	100.0%
Variable Rate - MAs w/o CSL	-	17.0%	7.3%	24.9%	50.9%	100.0%	varies*	100.0%
Fixed Rate	13.7%	19.1%	10.3%	14.7%	42.1%	100.0%	varies*	100.0%
Fixed Rate - MAs w/o CSL	-	22.2%	11.9%	17.1%	48.8%	100.0%	varies*	100.0%
RRF	varies	22.2%	11.9%	17.1%	48.8%	100.0%	varies*	100.0%
Regional Monitoring Program	6.7%	8.3%	3.6%	31.2%	29.9%	79.6%	20.4%	100.0%
Nutrient Surcharge	7.9%	3.7%	1.8%	19.6%	52.4%	85.3%	14.7%	100.0%
NPDES	7.1%	12.1%	6.5%	17.2%	30.6%	73.4%	26.6%	100.0%
Alternative Monitoring and Reporting	16.7%	10.8%	5.8%	16.7%	16.7%	66.7%	33.3%	100.0%
Air Toxics Emissions Study	10%	16%	9%	23%	42%	100.0%	0%	100.0%
Biosolids	7%	10%	3%	10%	47%	78.9%	21%	100.0%

*Per LAVWMA Agreement, LAVWMA pays an extra 5% for sodium hypochlorite and a proportional share of force main. LAVWMA'S contribution is deducted first. The remaining portion is allocated among Member Agencies by percentages identified.

	CITY OF SAN LEANDRO	ORO LOMA SANITARY DISTRICT	CASTRO VALLEY SANITARY DISTRICT	CITY OF HAYWARD	UNION SANITARY DISTRICT	MEMBER AGENCY TOTALS	LIVERMORE AMADOR VALLEY WATER MANAGEMENT AGENCY	OTHER REVENUES	NON-MEMBER AND OTHER REVENUES TOTALS	GRAND TOTAL
O&M										
O&M Fixed Charges w/San Leandro	\$ 227,300	\$ 316,700	\$ 170,400	\$ 243,600	\$ 696,500	\$ 1,654,500	\$ 584,300		\$ 584,300	\$ 2,238,800
O&M Fixed Charges w/o San Leandro	-	25,700	13,800	19,800	56,500	115,800	10,600		10,600	126,400
O&M Variable Charges w/San Leandro	55,600	95,200	41,000	139,500	285,300	616,600	148,700		148,700	765,300
O&M Variable Charges w/o San Leandro	-	256,000	110,200	375,000	767,300	1,508,500	116,800		116,800	1,625,300
Total O&M	\$ 282,900	\$ 693,600	\$ 335,400	\$ 777,900	\$ 1,805,600	\$ 3,895,400	\$ 860,400	\$ -	\$ 860,400	\$ 4,755,800
Last year	\$ 262,038	\$ 678,906	\$ 327,440	\$ 739,898	\$ 1,680,525	\$ 3,688,807	\$ 824,883	\$ -	\$ 824,883	\$ 4,513,690
Special Projects										
NPDES Permit	61,400	105,000	56,600	149,400	266,400	\$ 638,800	231,700		\$ 231,700	\$ 870,500
Regional Monitoring Program	16,600	20,600	8,900	77,500	74,400	198,000	50,700		50,700	248,700
Nutrient Surcharge	22,800	10,500	5,300	56,200	150,500	245,300	42,200		42,200	287,500
Alternative Monitoring and Reporting	6,000	3,900	2,100	6,000	6,000	24,000	11,900		11,900	35,900
Water Research Foundation	2,900	5,000	2,200	7,300	14,900	32,300	-		-	32,300
Air Toxics Study	6,300	11,400	3,800	13,600	28,800	63,900	20,500		20,500	84,400
Special Studies Fee	30,900	45,800	16,400	50,100	189,400	332,600	84,400		84,400	417,000
Total Special Projects	\$ 146,900	\$ 202,200	\$ 95,300	\$ 360,100	\$ 730,400	\$ 1,534,900	\$ 441,400	\$ -	\$ 441,400	\$ 1,976,300
Last Year	\$ 105,717	\$ 148,442	\$ 73,344	\$ 294,355	\$ 493,549	\$ 1,115,408	\$ 341,197	\$ -	\$ 824,883	\$ 4,513,690
Total Operating Budget						\$ 5,430,300	\$ 1,301,800		\$ 1,301,800	\$ 6,732,100
Last Year						\$ 4,804,215			\$ 1,477,079	\$ 6,281,294
Renewal and Replacement Fund										
RRF Contribution		166,500	89,250	128,250	366,000	750,000	-		-	750,000
Total RRF	\$ -	\$ 166,500	\$ 89,250	\$ 128,250	\$ 366,000	\$ 750,000	\$ -		\$ -	\$ 750,000
Last Year	\$ -	\$ 166,500	\$ 89,250	\$ 128,250	\$ 366,000	\$ 750,000	\$ -		\$ -	\$ 750,000
Grand Total for FY 2026/2027	\$ 429,800	\$ 1,062,300	\$ 519,950	\$ 1,266,250	\$ 2,902,000	\$ 6,180,300	\$ 1,301,800	\$ 48,000	\$ 1,349,800	\$ 7,482,100
Grand Total FY 2025/2026	\$ 367,755	\$ 993,848	\$ 490,034	\$ 1,162,503	\$ 2,540,074	\$ 5,554,215	\$ 1,166,079	\$ 459,000	\$ 1,625,079	\$ 7,179,294
Programs with Other Funding										
EPA Grant - Nature-based Solutions							Reimbursement			
Skywest						-	48,000		48,000	48,000
Mixed Sea Salt Brine (Cargill)						-	Reimbursement			
Total						\$ -	\$ 48,000		\$ 48,000	\$ 48,000

FISCAL YEAR 2026/2027 BUDGET BY FUND

FUND NO	PROGRAM DESCRIPTION	EBDA'S TOTAL PROPOSED BUDGET FY 2026/2027	AGENCY REVENUES for FY 2025/2026	DOLLAR CHANGE from FY 25/26 to FY 26/27	PERCENTAGE CHANGE from FY 25/26 to FY 26/27	Explanations for Changes of 10% or more
12	O&M EFFLUENT DISPOSAL					
12 06	General Administration	\$ 1,810,300	\$ 1,645,046	\$ 165,254	9.1%	
12 10	Outfall & Force mains	\$ 224,500	\$ 244,210	\$ (19,710)	-8.8%	
12 14	Marina Dechlor Facility	\$ 332,000	\$ 331,420	\$ 580	0.2%	
12 16	Oro Loma Pump Station	\$ 679,000	\$ 678,420	\$ 580	0.1%	
12 18	Hayward Pump Station	\$ 235,500	\$ 225,210	\$ 10,290	4.4%	
12 20	Union Pump Station	\$ 567,200	\$ 536,907	\$ 30,293	5.3%	
12 21	Bay & Effluent Monitoring	\$ 906,400	\$ 852,477	\$ 53,923	5.9%	
	Rounding Contingency	\$ 900				
	TOTAL FUND # 12 EXPENSES	\$ 4,755,800	\$ 4,513,690	\$ 242,110	5.1%	
13	SPECIAL PROJECTS					
13 36	NPDES Permit Fees	\$ 756,700	\$ 718,400	\$ 38,300	5.1%	
13 37	NPDES Permit Issues	\$ 113,500	\$ 20,000	\$ 93,500	82.4%	NPDES permit reissuance included for this FY
13 48	Regional Monitoring Program	\$ 248,500	\$ 292,298	\$ (43,798)	-17.6%	Budget was higher last year due to a shift in timing for calendar year installments.
13 49	Nutrient Surcharge	\$ 287,300	\$ 277,237	\$ 10,063	3.5%	
13 46	Alternative Monitoring & Reporting	\$ 35,700	\$ 34,617	\$ 1,083	3.0%	
13 53	Water Research Foundation	\$ 32,100	\$ 28,889	\$ 3,211	10.0%	
13 XX	Special Studies	\$ 416,800	\$ 1,000	\$ 415,800	99.8%	Addition of funds for biosolids, AQPI
13 50	Air Toxics Pooled Emissions Study	\$ 84,200	\$ 84,164	\$ 36	0.0%	
	Rounding Contingency	\$ 1,500				
	TOTAL FUND # 13 EXPENSES	\$ 1,976,300	\$ 1,456,605	\$ 519,695	26.3%	
		\$ -	\$ -	\$ -		
	TOTAL EXPENSES	\$ 6,732,100	\$ 5,970,294	\$ 761,806	11.3%	

FISCAL YEAR 2026/2027 BUDGET BY FUND

			EBDA'S							
			TOTAL		AGENCY		DOLLAR			
			PROPOSED		REVENUES		CHANGE from			
			BUDGET		for		FY 25/26			
FUND NO	PROGRAM DESCRIPTION		FY 2026/2027		FY 2025/2026		to FY 26/27			
13		77	EPA Nature-based Solutions Grant		\$	-	\$	-	0.0%	
TOTAL GRANT EXPENSES			\$	-	\$	-				
14		WATER RECYCLING EXPENSES								
14	80	Skywest		\$	48,000	\$	48,000	\$	-	0.0%
TOTAL FUND # 14 EXPENSES			\$	48,000	\$	48,000	\$	-	0.0%	
		REVENUES								
City of Hayward			\$	48,000	\$	48,000	0.0%			
TOTAL FUND # 14 REVENUES			\$	48,000	\$	48,000	0.0%			
15		BRINE ACCEPTANCE EXPENSES								
15	68	Mixed Sea Salt Brine (Cargill)		\$	-	\$	-	\$	-	0.0%
15	83	Zone 7 Brine (DSRSD)		\$	-	\$	-	\$	-	0.0%
TOTAL FUND # 15 EXPENSES			\$	-		\$	-	0.0%		
		REVENUES								
Cargill			\$	-	\$	-	0.0%			
Dublin-San Ramon Services District			\$	20,000	\$	20,000	0.0%			
TOTAL FUND # 15 REVENUES			\$	20,000	\$	20,000	\$	-	0.0%	
31		RENEWAL & REPLACEMENT FUND								
Contribution to R&R Fund			\$	750,000	\$	750,000	0.0%			
TOTAL FUND #31 EXPENSES			\$	750,000	\$	750,000	0.0%			

FISCAL YEAR 2026/2027 BUDGET BY ACCOUNT

ACCOUNT NUMBER	ACCOUNT TITLE	EBDA'S TOTAL PROPOSED BUDGET FY 2026/2027	OUTSIDE REVENUES and CARRYOVERS FY 2026/2027	AGENCY-FOCUSED PRIOR YEAR-TO-CURRENT YEAR COMPARISON*				Explanations for Changes of 10% or more
				AGENCY REVENUES for FY 2026/2027	AGENCY REVENUES for FY 2025/2026	DOLLAR CHANGE from FY 25/26 to FY 26/27	PERCENTAGE CHANGE from FY 25/26 to FY 26/27	
4010	Salary	\$ 771,400	\$ -	\$ 771,400	\$ 701,730	\$ 69,670	9.0%	
4020	Benefits	\$ 423,600	\$ -	\$ 423,600	\$ 364,314	\$ 59,286	14.0%	Succession planning for Administration Manager
4030	Commissioner Compensation	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%	
4070	Insurance	\$ 122,700	\$ 7,000	\$ 115,700	\$ 88,450	\$ 27,250	23.6%	Increase in premiums
4080	Memberships & Subscriptions	\$ 187,600	\$ -	\$ 187,600	\$ 178,450	\$ 9,150	4.9%	
4100	Supplies, Fixed	\$ 16,000	\$ -	\$ 16,000	\$ 12,000	\$ 4,000	25.0%	Desk and PC for new Administrative Assistant
4100	Supplies, Variable	\$ 470,000	\$ -	\$ 470,000	\$ 440,000	\$ 30,000	6.4%	
4110	Contract Services	\$ 93,800	\$ 4,500	\$ 89,300	\$ 77,183	\$ 12,117	13.6%	
4120	Professional Services	\$ 1,069,200	\$ 9,300	\$ 1,059,900	\$ 553,664	\$ 506,236	47.8%	Addition of funds for biosolids, AQPI
4140	Rents & Fees	\$ 1,057,900	\$ 1,500	\$ 1,056,400	\$ 1,008,037	\$ 48,363	4.6%	
4141	NPDES Fines	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	\$ -	0.0%	
4150	Maintenance & Repair	\$ 943,000	\$ 29,000	\$ 914,000	\$ 910,500	\$ 3,500	0.4%	
4160	Monitoring	\$ 542,600	\$ 5,000	\$ 537,600	\$ 572,967	\$ (35,367)	-6.6%	
4170	Travel & Training	\$ 20,000	\$ -	\$ 20,000	\$ 18,000	\$ 2,000	10.0%	Increase in conference opportunities and addition of new staff member
4191	Utility, Variable (PG&E)	\$ 1,007,000	\$ 1,000	\$ 1,006,000	\$ 986,000	\$ 20,000	2.0%	
4200	Acquisitions & Other	\$ 3,000	\$ 1,000	\$ 2,000	\$ -	\$ 2,000	0.0%	
	Rounding Contingency	\$ 3,600	\$ -	\$ 3,600				
SUBTOTAL ALL ACCOUNTS		\$ 6,790,400	\$ 58,300	\$ 6,732,100	\$ 5,970,294	\$ 761,806	11.3%	
CONTRIBUTION TO R&R FUND		\$ 750,000		\$ 750,000	\$ 750,000	\$ -	0.0%	
TOTAL EXPENDITURES		\$ 7,540,400	\$ 58,300	\$ 7,482,100	\$ 6,720,294	\$ 761,806	10.2%	

* Includes all agencies (Members and LAVWMA)

EAST BAY DISCHARGERS COMMISSION
EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 26-01

INTRODUCED BY _____

**RESOLUTION ADOPTING THE EAST BAY DISCHARGERS AUTHORITY'S
FISCAL YEAR 2026/2027 BUDGET**

WHEREAS, the East Bay Dischargers Authority Joint Exercise of Powers Agreement ("JPA") requires that a Fiscal Year Budget be adopted annually, to provide an operating guideline and authorize expenditure of funds; and

WHEREAS, the General Manager has prepared a budget for Fiscal Year 2026/2027 which is attached to the accompanying Staff Report and reflects the anticipated need for the effective management of the East Bay Dischargers Authority ("Authority") during the ensuing fiscal year; and

WHEREAS, the Managers Advisory Committee and the Financial Management Committee reviewed the proposed FY 2026/2027 Budget and recommend adoption by the Commission; and

WHEREAS, the Managers Advisory Committee and the Financial Management Committee further recommend that unspent FY 2025/2026 funds for ongoing Special Projects shall be carried over into FY 2026/2027; and

WHEREAS, the Managers Advisory Committee and the Financial Management Committee further recommend that the Authority bill the Member Agencies for their allocated contributions on a semi-annual basis; and

NOW, THEREFORE, BE IT RESOLVED, the Commission of the East Bay Dischargers Authority hereby adopts the Fiscal Year 2026/2027 Budget for the Authority, as outlined in the accompanying Staff Report.

BE IT FURTHER RESOLVED, that the sums set forth in the Fiscal Year 2026/2027 Budget for the Authority, as outlined in the accompanying Staff Report are hereby appropriated for expenditure as detailed, and that any and all expenditures for or relating to the Budget, when expended or entered into under authority of or by the General Manager, are hereby approved and authorized, and warrants therefore may be drawn by the General Manager/Treasurer, commencing July 1, 2026, and ending June 30, 2027.

SAN LORENZO, CALIFORNIA, JUNE 18, 2026, ADOPTED BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSENT:
ABSTAIN:

CHAIR
EAST BAY DISCHARGERS COMMISSION

ATTEST: _____
GENERAL MANAGER
EAST BAY DISCHARGERS AUTHORITY
EX OFFICIO SECRETARY

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ITEM NO. 14

OPERATIONS & MAINTENANCE COMMITTEE AGENDA

Tuesday, June 16, 2026 at 4:00 PM

**East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA**

Committee Members: Johnson (Chair); Boldt

OM1. Call to Order

OM2. Roll Call

OM3. Public Forum

OM4. EBDA Permit Compliance

(The Committee will be updated on EBDA's NPDES compliance.)

OM5. Status Report

(The Committee will be updated on EBDA's O&M activities.)

OM6. Fiscal Year 2025/2026 Renewal and Replacement Fund Recap

(The Committee will receive an update.)

OM7. Approve the Renewal and Replacement Fund Project List for Fiscal Year 2026/2027

(The Committee will consider the item.)

OM8. Authorize the General Manager to Execute a Transfer Agreement for the East Bay Dischargers Authority Union Effluent Pump Station, Including Surge Tower and Force Main Segment

(The Committee will consider the item.)

OM9. Adjournment

Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, contact Juanita Villasenor at juanita@ebda.org or (510) 278-5910. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Explanation
East Bay Dischargers Authority
O&M Agenda
June 16, 2026

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

**Next Scheduled Operations and Maintenance Committee
July 13, 2026 at 12:00 pm**

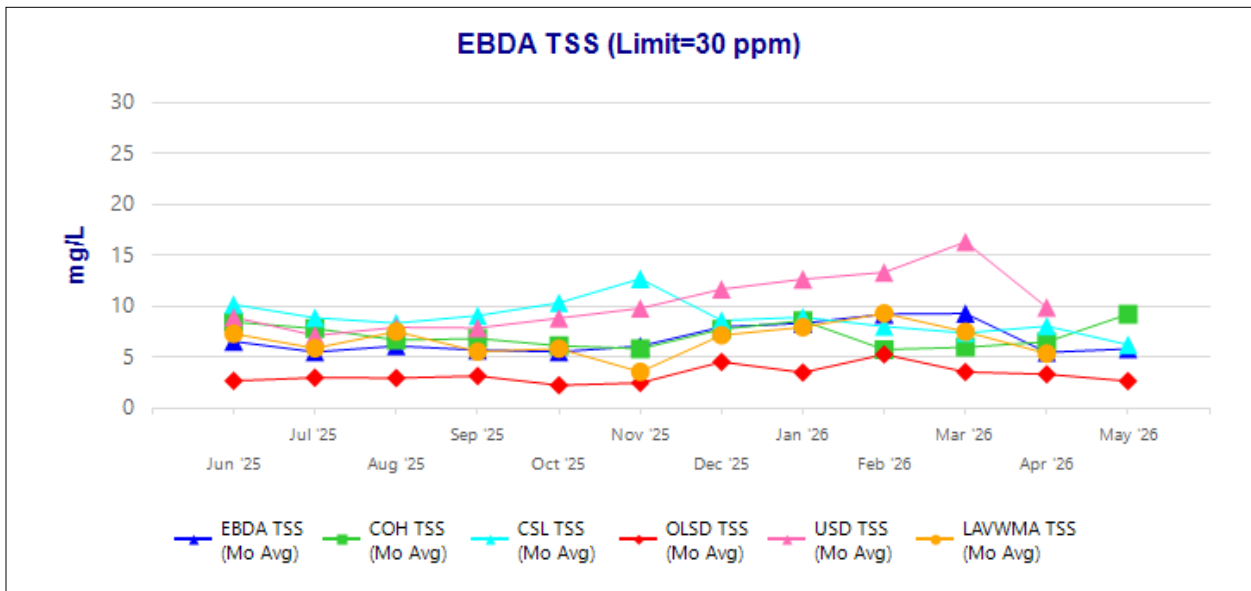
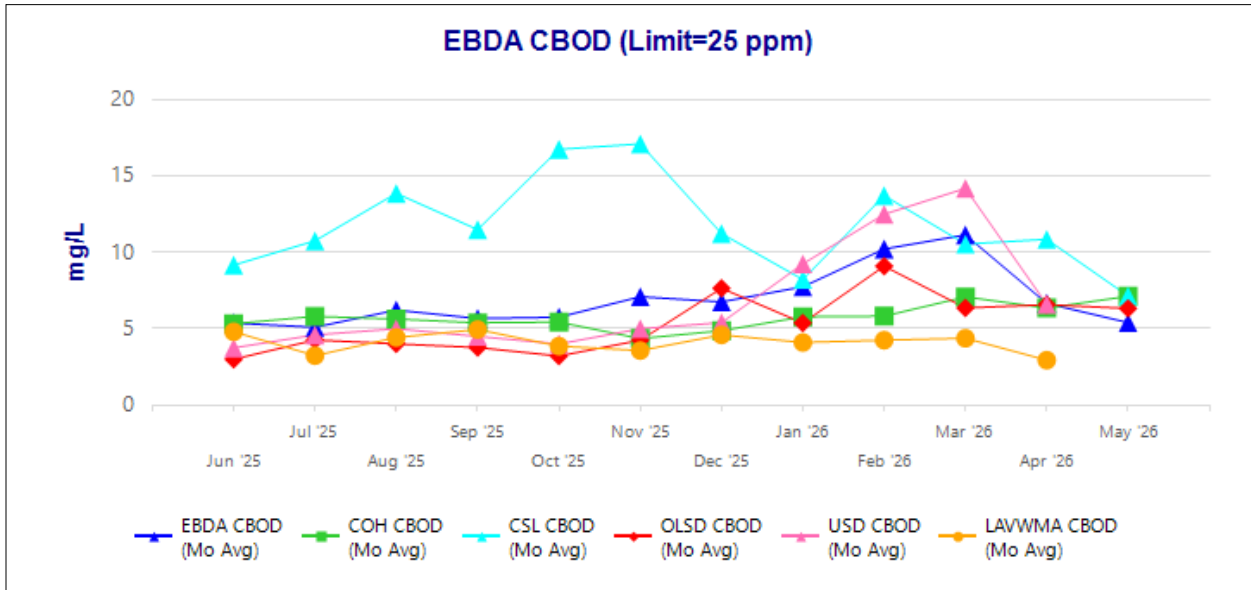
ITEM NO. OM4 EBDA PERMIT COMPLIANCE

Recommendation

For the Committee’s information only; no action is required.

Discussion

EBDA has continued NPDES compliance. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators follows.



EBDA Bacterial Indicators

Date	FECAL	ENTERO
	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
June 2025 Geomean	17	12
July 2025 Geomean	25	4
August 2025 Geomean	16	6
September 2025 Geomean	64	8
October 2025 Geomean	33	4
November 2025 Geomean	14	61
December 2025 Geomean	15	5
January 2026 Geomean	21	10
February 2026 Geomean	6	10
March 2026 Geomean	3	4
4/6/2026	< 2	< 10
4/7/2026	< 2	2
4/8/2026	NA	10
4/13/2026	< 2	6
4/14/2026	4	4
4/15/2026	NA	4
4/20/2026	49	8
4/21/2026	2	8
4/27/2026	4	4
4/28/2026	13	4
April 2026 Geomean	4	5
5/4/2026	22	4
5/5/2026	4	6
5/6/2026	NA	8
5/11/2026	4	2
5/12/2026	2	4
5/13/2026	NA	6
5/18/2026	< 2	2
5/19/2026	< 2	2
5/25/2026	4	2
5/26/2026	49	2
May 2026 Geomean	5	3

ITEM NO. OM5 STATUS REPORT

Union Effluent Pump Station (UEPS)

No change; all equipment is operational.

Hayward Effluent Pump Station (HEPS)

Effluent Pump #3 Motor Failure

On January 4, HEPS Effluent Pump #3 motor, recently installed as part of the Effluent Pump Replacement Project, failed. The next day, the City of Hayward's electricians investigated the issue and determined that the motor experienced a ground fault. On January 22, the contractor that installed the new pumps and motors removed the failed motor and sent it to Koffler Electrical (Koffler), the local General Electric (GE) motor warranty shop in the area. GE approved the warranty repair of the motor. GE was scheduled to ship the replacement parts to complete the warranty repair on March 10, but the parts did not ship until recently. The parts are scheduled to arrive at Koffler on June 17, and the repair should be completed before the end of June.

Painting Project

On May 18, Redwood Painting Co. (Redwood) started a painting project at HEPS. Redwood painted the generator enclosure, generator muffler, new pumps and motors, and the steel beam at the bottom of the HEPS Motor Control Center (MCC) Building. On June 2, Redwood completed the painting project with the exception of the Effluent Pump #3 Motor. Redwood will return to complete the project once the motor is reinstalled. Please see the before and after photos below.



Before



After



Before



After



Before



After

Oro Loma Effluent Pump Station (OLEPS)

LED Lighting Upgrade

The week of June 2 through June 5, Calcon, EBDA's electrical and instrumentation contractor, completed the annual electrical preventative maintenance activities at all EBDA facilities. During that week, approximately half of the old fluorescent light fixtures at OLEPS were converted to using LED bulbs. The new LED bulbs use less than half of the power of the old fluorescent bulbs and appear much brighter.

Skywest Pump Station

Recycled Water Production

During the month of May 2026, due to the electrical issues described below, the Skywest Recycled Water System did not produce any recycled water.

Skywest Electrical Issues

On December 25, a storm downed a PG&E power pole located near the Center Pond on the Skywest property. This resulted in the loss of power to the City of Hayward's and EBDA's equipment near the Center Pond. PG&E replaced the power pole on December 26, and Hayward staff began working to reestablish power to the equipment, which is required both to fill the Center Pond and to transfer water from the Center Pond to the East Pond. In late January, Hayward informed EBDA that the parts for the new Center Pond electrical panel had an extended lead time.

In March and April, City of Hayward staff rented a large portable generator and connected it to the equipment near the Center Pond, allowing water to be sent to the Center Pond and transferred to the East Pond. Subsequently, there was major vandalism of the electrical panels for the equipment near the Center Pond, rendering the equipment inoperable.

On June 2, City staff was able to connect a small portable generator that allowed EBDA to send water to the Center Pond. The Center Pond was filled, and this appears to be a workable solution for near future to fill the Center Pond. Due to the constant need to repair the transfer line, in addition to the electrical challenges, the City has decided not to transfer water from the Center Pond to the East Pond.

Marina Dechlorination Facility (MDF)

LED Lighting Upgrade

The week of June 2 through June 5, Calcon, EBDA's electrical and instrumentation contractor, completed the annual electrical preventative maintenance activities at all EBDA facilities. During that week, approximately half of the old fluorescent light fixtures at MDF were converted to using LED bulbs. The new LED bulbs use less than half of the power of the old fluorescent bulbs and appear much brighter.

Operations Center

No change; all equipment is operational.

Miscellaneous Items

Underground Service Alerts

EBDA received eleven (11) Underground Service Alert (USA) tickets during the month of May 2026. Seven required an Electronic Positive Response (EPR), and of the seven, five required calls/emails to the excavators.

Special Projects

Cargill Brine Project

Cargill is moving forward with a revised project plan that involves lining an existing steel pipeline previously used to transfer jet fuel, and connecting that pipeline to their Newark salt facility, and to EBDA's outfall downstream of MDF. They have reached agreements with the pipeline's owners, Shell and Air Products, to allow them to conduct due diligence activities this year. Cargill has begun inspection activities on the pipeline, in coordination with EBDA. Cargill also continues to meet with key stakeholders to inform them of their updated plans and engage them for the required agreements that Cargill will need to obtain.

In May, EBDA staff approved a Work Order under the as-needed Professional Services Agreement with consultant Brown & Caldwell to review Cargill's design, including the connection to EBDA facilities. Staff is also developing scopes of work for consultants to support CEQA analysis and commercial terms for a future Operations Agreement. Any consultant fees would be reimbursed by Cargill.

Cargill's overall schedule is currently projected as follows:

- Feasibility: Now – 2027
- Planning: 2027 – 2029
- Construction: 2029 – 2031
- Operation: 2031+

Advanced Quantitative Precipitation Information (AQPI) Project

The regional AQPI project continues to move forward with the goal of improving the prediction of rainfall events in the Bay Area. The East Bay radar was installed at [Rocky Ridge](#) in Las Trampas Regional Wilderness Park in December 2022, and data from the site became available in December 2023. The last radar in the system – the regional C-band – was installed at Mount Barnaby in Marin County the week of November 10, 2025, and is now fully operational. San Francisco Public Utilities Commission (SFPUC), along with AQPI partners, hosted a celebration on March 26, 2026, to mark the culmination of the radar installation program. Chair Johnson represented the EBDA Commission.

Sonoma Water, which has acted as program manager and grant administrator for the project since its inception, is in the process of reaching out to participating agencies regarding future funding needs. Long-term funding of \$1M annually for the next ten years is being sought to support the Center for Western Weather and Water Extremes (CW3E) at Scripps Institution of Oceanography, UC San Diego, to operate, maintain, and improve the AQPI system. This local funding would begin in Fiscal Year 2026-2027.

In addition, Sonoma Water is seeking reimbursement for the C-band installation. While the total cost is \$1.2M, the team has recently determined that \$800k in unspent funds under the grant can be used to offset this, bringing the local need down to \$400k.

Discussions are continuing regarding cost share among the participating agencies. Staff is recommending that EBDA contribute \$60k annually for O&M, and \$25k for the one-time C-band reimbursement.

CW3E has prepared and circulated a draft Memorandum of Agreement outlining the scope of work for O&M, along with funding commitments. The MOA will then be paired with an agreement between CW3E and Bay Area Clean Water Agencies (BACWA), which will serve as the fiscal agent to invoice and pass through the funds. A legal subcommittee has been formed with participating agencies' counsels to provide input to the draft agreements.

**ITEM NO. OM6 FISCAL YEAR 2025/2026 RENEWAL AND REPLACEMENT FUND
RECAP**

Strategic Plan Linkage

2. **Operations & Maintenance:** Ensure reliable operations & maintenance of the EBDA system to protect public health and the Bay.
 - a. Implement EBDA's Asset Management Plan.

Background

In May 2025, with the approval of the EBDA budget, the Commission authorized an annual contribution to the Renewal and Replacement Fund (RRF) for Fiscal Year 2025/2026 in the amount of \$750,000. In June 2025, the Commission authorized a list of RRF projects totaling \$1,110,000 for FY 2025/2026, including \$100,000 in contingency/small projects funds to be used for unplanned projects.

Discussion

For FY 2025/2026, the RRF total expenditures to date were \$730,000, which included some of the projects authorized in FY 2025/2026, as well as several carry-over projects. The two largest project expenditures in FY 2025/2026 were \$420,000 for UEPS Capital Costs as negotiated in the JPA, and \$190,000 for the completion of the HEPS Effluent Pump Replacement Project, bringing the total expenditure on that project to just over \$860,000. Several other noteworthy projects that were completed in FY 2025/2026 include the MDF Levee Rip Rap Restoration Project, MDF SCADA System Upgrade, and the EBDA Office Building Security Upgrade, which was done in cooperation with Oro Loma Sanitary District. The RRF Fund (Fund 31) balance is currently \$2,349,976.

**ITEM NO. OM7 APPROVE RENEWAL AND REPLACEMENT FUND PROJECT LIST
FOR FISCAL YEAR 2026/2027**

Recommendation

Approve the Renewal and Replacement Fund (RRF) Project List and provide direction to staff.

Strategic Plan Linkage

2. **Operations & Maintenance:** Ensure reliable operations & maintenance of the EBDA system to protect public health and the Bay.
 - a. Implement EBDA's Asset Management Plan.

Background

Each year, the Commission is asked to approve a list of capital projects to be undertaken in the upcoming fiscal year using funds from the Authority's Renewal and Replacement Fund. The project list is developed using the Authority's Asset Management Plan (AMP), with input from the Managers Advisory Committee (MAC).

Discussion

The Authority's proposed RRF Project List for FY 2026/2027 is presented on the following page, with project explanations on the subsequent pages. Staff is recommending that the agencies' total contribution to the RRF for FY 2026/2027 is \$750,000, consistent with the AMP 20-year projection of funding needs. This will be the seventh year out of a planned 10 years (2020-2030) that the contribution has been stable at \$750,000. Per the Joint Powers Agreement (JPA) and the agreement with Livermore Amador Valley Water Management Authority (LAVWMA), the City of San Leandro and LAVWMA are not included in the \$750,000 and instead are billed at the end of each fiscal year for their portion of projects on assets that they share responsibility for.

RRF Projects for FY 2026/2027

<u>Facility</u>	<u>Renewal Replacement Fund Items</u>	<u>Projected Completion Date</u>	<u>Estimated Costs</u>
UEPS	Payment #7 of 10 Per JPA	July 2026	\$ 420,000
EBDA Office	Replacement Office Network Server	November 2026	\$ 40,000
FM	Concrete Vault Lid Replacement	June 2027	\$ 50,000
FM	Replacement Manway Hatch Covers	June 2027	\$ 50,000
OLEPS	Hydropneumatic Tank Replacement	June 2027	\$ 120,000
OLEPS	Building Sump Upgrade	June 2027	\$ 85,000
OLEPS	Diesel Fuel Lines Replacement	June 2027	\$ 35,000
OLEPS/All	Conex Storage Container	June 2027	\$ 50,000
		FY 2026/2027 Sub-Total	\$ 850,000
		Small Projects Fund	\$ 100,000
		FY 2026/2027 Total	\$ 950,000

UEPS – Payment #7 of 10 per JPA – \$420,000

The Amended and Restated Joint Powers Agreement (JPA) states that “in fiscal years from 2020/21 through 2029/30, the Authority will pay Union a total of Four Million, Two-Hundred Thousand dollars (\$4,200,000), divided in ten equal and annual installments, as a credit toward their annual budget contribution for Operation and Maintenance Costs, for all Capital Costs associated with the Union Effluent Pump Station during the Term of the Agreement.”

EBDA Office – Replacement Office Network Server – \$40,000

EBDA’s office network server is nearing the end of its useful life and the operating system on EBDA’s current office network server will stop being supported in October 2026. This project includes the cost of the new network server and the cost of the programming time to setup the new server and transfer all of the data.

Force Main – Concrete Vault Lid Replacement – \$50,000

One of the concrete vault lids on the EBDA force main near Eden Landing Road is starting to degrade and needs to be replaced.

Force Main – Replacement Manway Hatch Covers – \$50,000

Fabrication of replacement manway hatch covers for the EBDA force main.

OLEPS – Hydropneumatic Tank Replacement – \$120,000

Purchase and installation of a new OLEPS Hydropneumatic Tank. The tank was fabricated in 1978 and far outlasted its life expectancy.

OLEPS – Building Sump Upgrade – \$85,000

Connect the OLEPS building sump, which currently discharges into the OLEPS wet wells, to the OLSD treatment plant drain.

OLEPS – Diesel Fuel Lines Replacement – \$35,000

Replacement of some of the old diesel fuel lines inside OLEPS that are starting to weep. As part of our Spill Prevention Control and Countermeasure (SPCC) Plan, the OLEPS diesel fuel lines are inspected on a regular basis, and this project is necessary to stay in compliance with the Alameda County Certified Unified Program Agency (CUPA).

OLEPS/All – Conex Storage Container – \$50,000

Purchase of a 40-foot Conex Storage Container with four rollup garage doors on one side, including site prep work and the concrete footings under the container. The storage container will be placed at OLEPS and store spare equipment and parts such as the replacement manway hatch covers and the force main repair couplings. EBDA does not currently have any storage other than inside the garage door at OLEPS and inside the shop at MDF (with no forklift access).

Small Projects Fund (formerly Contingency Fund) – \$100,000

The purpose of the Small Projects Fund is to provide additional funding for unidentified projects and/or equipment that may need to be replaced or refurbished in FY 2026/2027. Much of the smaller ancillary equipment and components that the Authority owns are operated with the intent to 'run to failure.' This is a common practice at wastewater facilities with these types of assets, which include fans, valves, actuators, and small pumps and motors. While preventive maintenance is completed on a regular basis, forecasting an exact date of failure is not possible. The criteria for 'run to failure' are both that the equipment can be readily procured and that there is sufficient redundancy to meet system firm capacity. In some cases, staff will purchase critical items and have them on the shelf, reducing system equipment downtime.

ITEM NO. OM8 AUTHORIZE THE GENERAL MANAGER TO EXECUTE A TRANSFER AGREEMENT FOR THE EAST BAY DISCHARGERS AUTHORITY UNION EFFLUENT PUMP STATION, INCLUDING SURGE TOWER AND FORCE MAIN SEGMENT

Recommendation

Approve

Strategic Plan Linkage

2. **Operations & Maintenance:** Ensure reliable operations & maintenance of the EBDA system to protect public health and the Bay.
 - a. Implement EBDA's Asset Management Plan.
 - c. Protect EBDA's infrastructure, including the easement and force main.
6. **Internal Collaboration:** Expand cooperation among EBDA Member Agencies to improve economies of scale, reduce duplication of effort, and enhance each Agency's capacity.

Background

The Authority currently owns and is financially responsible for the Oro Loma Effluent Pump Station (OLEPS), Hayward Effluent Pump Station (HEPS), and the Union Effluent Pump Station (UEPS). The San Leandro Effluent Pump Station (SLEPS) was transferred to the City of San Leandro coincident with the approval of the Amended and Restated Joint Exercise of Powers Agreement (Amended JPA) in 2020.

USD is currently undertaking a major treatment plant upgrade, the Enhanced Treatment Site Upgrade (ETSU) Project, to improve treatment performance and reduce nutrient discharges. The ETSU Project includes relocation and replacement of the UEPS and the associated force main on the Treatment Plant site that connects the pump station to the EBDA Force Main off of USD's property. Accordingly, rather than the Authority continuing to make capital upgrades to the existing UEPS, Section 12(e) of the Amended JPA provides that in fiscal years 2020/2021 through 2029/2030, the Authority will pay Union \$420,000 annually for all Capital Costs associated with the UEPS, and USD will undertake control and responsibility of all capital costs for the UEPS, in consultation with the Authority. This payment has been made each fiscal year to date since the JPA adoption and is part of the Authority's annual Renewal and Replacement Fund List.

Additionally, Section 10(b) of the Amended JPA states:

In the event Union relocates the Union Effluent Pump Station from its location as of the effective date of this Agreement, ownership of the pump station will transfer to Union at that time. Union and the Authority agree to execute any and all documents necessary to effectuate such transfer. At such time, the General Manager will update Schedule A and the revised Schedule A will be automatically incorporated in this Agreement. Operation and Maintenance costs of the Union Effluent Pump

Station will continue to be allocated as outlined in Schedule B for the duration of the Term, irrespective of ownership.

Discussion

Because of the active ETSU construction on USD's site, the Authority has been receiving a higher-than-normal number of Underground Service Alert (USA) Tickets for the EBDA Force Main on the USD Treatment Plant site. In recent months, over 50% of EBDA's USA Tickets are for the USD site, compared to only a few a month prior to the project. 31 out of EBDA's last 61 USA Tickets were on the USD Plant, and from June 1 to June 9, EBDA received four (4) USA Tickets and all four (4) were on the Plant site.

As discussed with the Committee in September 2025, USD and EBDA staff determined that the simplest way to alleviate this issue is to effectuate the transfer of the UEPS and associated infrastructure, including the surge tower and connecting force main, prior to USD's pump station relocation. This allows USD to assume ownership and responsibility for USA tickets for this area.

The attached agreement provides for the following:

- o EBDA would transfer the pump station, surge tower, and the force main from the pump station to approximately 100 feet downstream of the most easterly temporary ETSU Phase 1B tie in to USD's ownership.
- o USD would continue to perform operations and maintenance (O&M), and EBDA would reimburse for O&M, for the assets transferred through the term of the JPA.
- o USD would mark USA's on its assets.
- o The JPA liability protocol remains in place, where EBDA is responsible for the first \$1.25M and USD is responsible thereafter in the event of a failure on the offsite segment, through the term of the JPA.
- o Compliance sampling following pump station relocation would be at a location at the USD treatment plant site that is mutually agreeable.
- o For purposes of managing bacteria regrowth, the transfer of ownership would not change current practices.

**TRANSFER AGREEMENT FOR
EAST BAY DISCHARGERS AUTHORITY'S UNION EFFLUENT PUMP STATION,
INCLUDING SURGE TOWER AND FORCE MAIN SEGMENT**

THIS TRANSFER AGREEMENT (this "**Agreement**") is entered into as of _____ (the "**Effective Date**"), by and between the East Bay Dischargers Authority, a joint exercise of powers authority (the "**Authority**") and the Union Sanitary District, a California sanitary district ("**USD** or **District**"). The Authority and the District are each referred to as a "**Party**" and collectively referred to herein as the "**Parties**."

RECITALS

- A. The Authority was originally formed pursuant to a Joint Exercise of Powers Agreement dated February 15, 1974, (the "**Original JPA**") with the District as one of its members.
- B. The Original JPA was amended and restated by the Amended and Restated Joint Exercise of Powers Agreement dated July 1, 2020 (the "**Amended JPA**"), a copy of which is attached as Exhibit A.
- C. Under Schedule A(B)(11) of the Amended JPA, the Authority is designated as the owner of an effluent pump station located on property known as County Assessor's Parcel Number 77A-746-9, on District property ("**Pump Station**"), as depicted on Exhibit B attached hereto.
- D. Under the Amended JPA, the Pump Station also includes a surge tower located on District property ("**Surge Tower**"), as depicted on Exhibit C attached hereto.
- E. Pursuant to Section 10(b) of the Amended JPA, it is the intent of the Parties that the District assume ownership of the Pump Station, including the Surge Tower, upon the completion of the District's relocation of the Pump Station from its current location ("**Relocation Project**").
- F. Under the Amended JPA, it is further implied that the District will assume ownership of the new force main segment installed as part of the Relocation Project, from the Pump Station to approximately 100 feet downstream of the most easterly temporary ETSU Phase 1B tie in. This new force main depicted in Exhibit D is referred to as the "**Force Main Segment**."
- G. In addition, the Authority is the holder of an easement over District Property to effectuate the Authority's ownership of the EBDA Facilities, which is recorded in the Official Records of Alameda County on Reel 5322, Image 534, and is further depicted in Exhibit E, attached hereto ("**Easement**").
- H. The Authority desires, in advance of Relocation Project completion, to transfer the Pump Station, Surge Tower, and Force Main Segment (together referred to as the "**EBDA Facilities**"), and the District is willing to accept the EBDA Facilities, subject to the conditions herein, including the transfer of all EBDA Facilities to District and quitclaim of the Easement to District.

- I. The current operation and maintenance obligations associated with the EBDA Facilities are provided for in the Agreement for Operations and Maintenance Between Union Sanitary District and East Bay Dischargers Authority, dated March 18, 1993.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Authority and the District hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. TRANSFER OF EBDA FACILITIES.

- 2.1 Agreement to Transfer EBDA Facilities. Subject to the terms and conditions set forth herein, the Authority agrees to transfer the EBDA Facilities to the District, and the District hereby agrees to accept the EBDA Facilities from the Authority pursuant to a Bill of Sale in the form attached as Exhibit F.

- 2.2 Underground Service Alert (USA) Marking. The District is responsible for marking USAs on District assets, and is responsible for its own costs associated with such marking.

- 2.3 Responsibility for Operations and Maintenance Costs of EBDA Facilities. Notwithstanding the transfer of the EBDA Facilities, the Authority agrees to reimburse the District for the operating and maintenance expenses of the EBDA Facilities as though they were Authority Facilities, as defined in the Amended JPA, for the duration of and pursuant to the terms set forth in the Amended JPA.

- 2.4 Responsibility for Capital Costs. The District agrees to be responsible for Capital Costs, as defined in the Amended JPA, associated with the EBDA Facilities, consistent with Amended JPA Section 12(e).

- 2.5 Responsibility for Failure. The District agrees to take responsibility for Failure, as defined in the Amended JPA, of the Force Main Segment.

- 2.6 Compliance Obligations. Upon relocation of the Pump Station, a new compliance sampling point will be selected at a location mutually agreeable to the District and the Authority, subject to approval by the Regional Water Quality Control Board. The District's obligations to provide compliant effluent, and any agreements or best practices implemented by the Authority and the District to manage compliance with bacterial indicator effluent limits, are unchanged by this Agreement.

- 2.7 Revision of Schedule A of the Amended JPA. Consistent with the Amended JPA, upon execution of this Agreement, the Authority General Manager will update Schedule A of the Amended JPA to remove the Pump Station and amend the

Force Main description and the revised Schedule A, as shown in Exhibit G, will be automatically incorporated in the Amended JPA.

3. QUITCLAIM OF EASEMENT AND TERMINATION OF RIGHTS. Authority agrees to terminate all rights in the property encumbered by the Easement and on which the EBDA Facilities are located. To effectuate such termination, Authority will execute a Quitclaim Deed in the form attached as Exhibit H. Further, Authority agrees to take any and all additional steps necessary to terminate its interest in the Easement, including vacating its easement rights as required by State law.

4. AUTHORITY REPRESENTATIONS AND WARRANTIES. Authority makes the following representations and warranties to District, each of which, shall be accurate and true as of the Effective Date and throughout the term of this Agreement.

4.1 Ownership. Authority is the sole owner of, and has possessory rights to, the EBDA Facilities and the Easements, and has no knowledge that any other person or party has a right to possession.

4.2 Authority. Authority has the legal power, right and authority to enter into this Agreement and the instruments referenced in this Agreement and to consummate the transactions contemplated by this Agreement and has undertaken all requisite actions required in connection with the entering into this Agreement, the instruments referenced in this Agreement, and the consummation of the transactions contemplated by this Agreement.

4.3 No Conflicting Agreements. Neither the entering into this Agreement nor the performance of any of Authority's obligations under this Agreement shall violate or conflict with the terms of any contract, agreement or instrument to which Authority is a party, or to Authority's actual knowledge, any governmental regulations.

5. EXECUTION OF INSTRUMENTS. On or before August 31, 2026, Authority shall deliver to District the Quitclaim Easement, notarized and in a form to be recorded with the Alameda County Recorder's Office, and the Bill of Sale. District shall have the Quitclaim Easement recorded and will provide Authority with a conformed copy of the Quitclaim Easement after recordation.

6. BROKERS. District and the Authority each represent that they have not retained any real estate broker regarding this transaction. District and the Authority shall indemnify, hold harmless and defend the other party from any and all claims, actions, and liability and any commission, finder's fee, or similar charges for any breach of this Section.

7. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither the Authority nor the District may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of

any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

8. MISCELLANEOUS.

8.1 Successors. Subject to the limitation on assignment in Section 7, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

8.2 Governing Law; Venue; Attorney Fees. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws provisions. Any action to enforce or interpret this Agreement shall be brought exclusively in the courts located in Alameda County, California. In any such action, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and legal expenses.

8.3 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

8.4 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

8.6 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

8.7 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

8.8 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

8.9 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

District:

Union Sanitary District, a California sanitary district

By: _____
Paul R. Eldredge

Its: General Manager

Authority:

East Bay Dischargers Authority, a joint exercise of powers authority

By: _____
Jacqueline Zipkin

Its: General Manager

Exhibit A

East Bay Dischargers Authority
Amended and Restated
Joint Exercise of Powers Agreement dated July 1, 2020

EAST BAY DISCHARGERS AUTHORITY
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

Supersedes

Joint Powers Agreement	February 15, 1974
First Amended JPA	January 3, 1978
Supplement No. 1	October 5, 1981
Supplement No. 2	February 15, 1983
Supplement No. 3	April 26, 1983
Supplement No. 4	April 26, 1983
Second Amended JPA	February 11, 1986
Third Amended JPA	February 15, 2007
Fourth Amended JPA	January 1, 2020

EAST BAY DISCHARGERS AUTHORITY
2651 Grant Avenue
San Lorenzo, California 94580
(510) 278-5910

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EAST BAY DISCHARGERS AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT, dated for convenience as of July 1, 2020, is made and entered into by and between the CITY OF HAYWARD, a municipal corporation, hereinafter referred to as "Hayward"; CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as "San Leandro"; ORO LOMA SANITARY DISTRICT, a public corporation, hereinafter referred to as "Oro Loma"; CASTRO VALLEY SANITARY DISTRICT, a public corporation, hereinafter referred to as "Castro Valley"; and UNION SANITARY DISTRICT, a public corporation, hereinafter referred to as "Union"; each duly organized and existing in the County of Alameda under the constitution and laws of the State of California, and amends and restates that Fourth Amended Joint Exercise of Powers Agreement dated January 1, 2020, duly entered into by said Agencies, as follows:

WITNESSETH:

WHEREAS, each of the Agencies hereto has power to plan for, acquire, construct, maintain, manage, operate, and control facilities for the collection, transmission, treatment, reclamation, sale and disposal of wastewater; and the Agencies propose by this Agreement to exercise said powers jointly for the purpose of providing for the more efficient disposal of the wastewater produced in each Agency, all to the economic and financial advantage of each Agency and otherwise for the benefit of each Agency; and each of the Agencies is willing to plan with the other Agencies for joint wastewater facilities which will protect all of the Agencies;

WHEREAS, the Agencies first entered into a Joint Exercise of Powers Agreement on February 15, 1974; amended such Agreement on January 3, 1978; supplemented such Agreement on October 5, 1981, February 15, 1983, and twice on April 26, 1983; and amended such Joint Exercise of Powers Agreement on February 11, 1986, February 15, 2007, and January 1, 2020;

WHEREAS, the Agencies desire that this Amended and Restated Joint Exercise of Powers Agreement supersede and supplant all previous iterations of this Agreement as set forth above;

WHEREAS, Union and the East Bay Dischargers Authority (“Authority”) entered into a Memorandum of Understanding, dated December 13, 2010 addressing the Hayward Marsh and related capacity issues (“Hayward Marsh MOU”), specific provisions of which are relevant to this Agreement and substantively addressed herein; and

WHEREAS, although the Livermore-Amador Valley Water Management Agency (“LAVWMA”) is not a party to this Agreement, on the date this Amended and Restated Joint Exercise of Powers Agreement was approved by its member Agencies, there was a separate agreement between the Authority and LAVWMA, in particular the Master Agreement, dated April 26, 2007, as that agreement may have been amended or extended, which established certain standards as to the scope and conditions under which LAVWMA may export wastewater to and through Authority Facilities, including but not limited to the rights of the Authority to interrupt the discharge of wastewater from LAVWMA through the Authority Facilities, subject to certain rights of individual Agencies under the Master Agreement. By entering into this Amended and Restated Joint Exercise of Powers Agreement, no Agency with individual rights under the Master Agreement intends to waive, and each such Agency intends to preserve fully, its rights under the Master Agreement and under any separate agreement with LAVWMA; and

WHEREAS, on the date this Amended and Restated Joint Exercise of Powers Agreement was approved by its member Agencies, there were separate agreements between Castro Valley and LAVWMA (and others), in particular, and without limitation: Agreement Between the County of Alameda and the Castro Valley, dated July 25, 1999; Agreement [Right of Entry] Between Castro Valley and LAVWMA, dated June 21, 2000; Agreement [Improvements with Castro Valley Sanitary District] Between Castro Valley and LAVWMA, dated June 21, 2000; Settlement Agreement Between Castro Valley and LAVWMA, dated June 21, 2000; and Encroachment Agreement for Castro Valley Reach of LAVWMA’s Export Pipeline Facilities Project, dated July 25, 2000; as well as other separate agreements between Castro Valley and LAVWMA (collectively, “the Castro Valley-LAVWMA Agreements”) and between Castro Valley and others not party to the Amended and Restated Joint Powers Agreement (“the Third Party Agreements”). By entering into this Amended and Restated Joint Exercise of Powers Agreement, Castro Valley does not intend to waive, and expressly preserves fully, its rights under the Castro Valley-LAVWMA Agreements and/or the Third Party Agreements.

NOW THEREFORE, Hayward, San Leandro, Oro Loma, Castro Valley, and Union, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Definitions

Unless the context otherwise requires, the terms defined in this Section will, for all purposes of this Agreement, have the meanings herein specified.

Agency and Agencies

The term "Agency" means either Hayward, San Leandro, Oro Loma, Castro Valley, or Union. The term "Agencies" will mean two or more of these entities.

Agreement

The term "Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

Auditor

The term "Auditor" means that individual designated by the Commission to assure proper expenditure and accountability of funds and who is responsible for auditing and reporting of the accounts and records of the Authority.

Authority

The term "Authority" means the joint powers agency, known as the East Bay Dischargers Authority, which was created by the Joint Exercise of Powers Agreement dated February 15, 1974.

Capital Cost

The term "Capital Cost" means the cost of projects, involving construction, reconstruction, erection, alteration, renovation, painting, waterproofing, improvement, demolition or major repair work on the Facilities.

Commission

The term "Commission" means the East Bay Dischargers Authority Commission, being the governing body of the Authority.

Facilities

The term "Facilities" or "Authority Facilities" means those facilities owned and operated by the Authority, as more specifically identified in Schedule A, attached hereto and incorporated by this reference.

Failure

The term "Failure" means a state in which the Transport System is no longer able to convey flows reliably without spilling.

Fiscal Year

The term "Fiscal Year" means the period commencing on July 1 to and including the following June 30.

General Manager

The term "General Manager" means the person designated by the Commission to administer the construction and operation of the Authority or his or her duly authorized representative.

Income from Operations

The term "Income from Operations" means all income from Authority operations, including, without limitation, income from the sale of recycled water or other substances arising out of the operation of the Facilities, interest income, income from lease of capacity rights, income from connection fees, income from sale of services and income from sale of assets.

Maximum Flow Rate Capacity

The term "Maximum Flow Rate Capacity" means each Agency's capacity and right to discharge to the Authority Facilities based on a 3-hour average, as set forth in Schedule F.

Operation and Maintenance Costs

The term "Operation and Maintenance Costs" means all costs directly associated with the operation, maintenance and routine repair of the Facilities, including labor, materials, supplies, power, chemicals, utilities, professional or contractual services, research and monitoring, tools and equipment, other necessary expenses to keep the Facilities in proper operating condition and maintain their useful life, and general administrative expenses attributable to such activities.

“Operation and Maintenance Costs” does not include “Capital Costs” or “Planning and Special Studies Costs.”

Planning and Special Studies Costs

The term "Planning and Special Studies Costs" means those costs associated with advanced planning, facilities planning, feasibility studies, research and development, environmental evaluations and studies as related to the overall Facilities or of general interest or benefit to all Agencies. Such costs will include, but not be limited to, reclamation/reuse studies and that portion of Bay water monitoring and research not directly related to pre-discharge or post-discharge monitoring of the Bay Outfall; and allocated general administrative expenses attributable to such activities. The term “Planning and Special Studies Costs” does not include costs associated with fines, studies or other requirements imposed by regulatory agencies, or other liabilities arising out of the Transport System.

Policies and Procedures

The term "Policies and Procedures" means all those certain rules and regulations adopted by the Commission from time to time for carrying out all the business of the Authority. Nothing in Policies and Procedures may contradict the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Policies and Procedures, this Agreement will control.

Transport System

The term "Transport System" means the pipelines and related structures, excluding any pump stations, used to transport effluent from the Union Effluent Pump Station to the Marina Dechlorination Facility, as shown in Schedule G.

Treasurer

The term "Treasurer" means that individual designated by the Commission to have custody of, and control disbursements of, all funds of the Authority.

Section 2. Authority and Purpose

This Agreement is made under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500 et seq.) (the “Act”), relative to the joint exercise of powers common to all Agencies

and as otherwise granted by the Act. The purpose of the Agreement is to provide for the more efficient disposal (discharge to San Francisco Bay as well as reclamation or reuse of wastewater) of the wastewater produced in each Agency's jurisdiction, all to the economic and financial advantage of each Agency and otherwise for the benefit of each Agency.

Section 3. Term

This Amended and Restated Agreement will become effective on July 1, 2020 and will continue in full force and effect until June 30, 2040, unless sooner terminated by mutual agreement as set forth in Section 20.

Section 4. Creation of Authority

The Authority will exercise the powers as hereinafter set forth. The Authority is a public entity separate from the Agencies. No debt, liability, or obligation of the Authority will constitute a debt, liability, or obligation of any Agency, except as expressly provided for herein.

Section 5. Powers

(a) General Powers

The Authority will exercise, in the manner herein provided, the powers which are common to each Agency, or as otherwise permitted under the Act, and all incidental, implied, expressed, or necessary powers to accomplish the purposes of this Agreement. The Authority will have power to plan for, acquire, construct, manage, maintain, operate, and control facilities for the collection, transmission, treatment, reclamation, sale and disposal of wastewater and to enter into contracts to provide services to other governmental or non-governmental entities within or outside its boundaries.

(b) Specific Powers

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of said powers, as allowed by law, including but not limited to any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees;

- (c) to apply for and accept grants, advances and contributions;
- (d) to make plans and conduct studies;
- (e) to acquire, construct, manage, maintain, or operate, any building, works, or improvements;
- (f) to acquire, hold or dispose of property;
- (g) to sue and be sued in its own name;
- (h) to incur debts, liabilities, or obligations, subject to limitations herein set forth;
- (i) to issue indebtedness;
- (j) to establish rates, tolls, fees, rentals, or other charges in connection with the Facilities and services provided by the Authority;
- (k) to develop and adopt Policies and Procedures for the conduct of business of the Authority;
- (l) to plan for, acquire land or rights of way for, construct, operate, or maintain facilities owned by an Agency when necessary to meet joint discharge requirements, subject to the provisions of Section 16 hereof; and
- (m) to enter into joint exercise of powers agreements pursuant to the Act.

For the purposes of California Government Code Section 6509, the powers of the Authority will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Hayward, a charter city.

Section 6. Boundaries

The boundary of the Authority will be the consolidated boundaries of all Agencies, as may be amended from time to time.

Section 7. Organization

(a) East Bay Dischargers Authority Commission

The Authority will be governed by a five-member Commission, which will exercise all powers and authority on behalf of the Authority.

(b) Members

The Commission will consist of five members, one from each Agency (“member” or “commissioner”). Each Agency will appoint one person to act as its representative as a member of the Commission and one person as an alternate member to serve in the absence of the Agency's member. Each member and alternate will hold office from the first meeting of the Commission after their appointment by the Agency which they represent until their successor is selected. Each member and alternate will serve at the pleasure of the Agency which they represent and may be removed at any time, with or without cause, in the sole discretion of the Agency's governing body.

Each member and alternate must be a member of the governing body of the Agency which they represent. Each Agency will be empowered to vote through its designated member or alternate, but only the member or the alternate may vote on a given action.

(c) Voting

Approval by: (a) three or more commissioners; and (b) greater than fifty percent of the weighted votes based on Maximum Flow Rate Capacity is required to adopt any action, except as set forth in subsections (2) and (3) below.

(1) Commissioner and Weighted Voting Calculations

Every action will be subject to two vote calculations. The first is a calculation of the commissioners' votes, and each commissioner is allocated one vote. The second is a calculation of weighted votes based on the Maximum Flow Rate Capacity, and the commissioners will be allocated votes as set forth in Schedule E.

In the event that one or more Agencies' Maximum Flow Rate Capacity is increased pursuant to Section 11(d), the General Manager will recalculate the percentages set forth in Schedule E and such revisions will be automatically incorporated in this Agreement.

(2) Actions Requiring Unanimous Approval

Notwithstanding the foregoing, the following actions require unanimous approval of the entire membership of the Commission:

1. Amendment of this Agreement;
2. Termination during the Term;
3. Approval of modifications to, or extension of, the Master Agreement between the Livermore-Amador Valley Water Management Agency ("LAVWMA") and the Authority, dated April 26, 2007;
4. Approval of any agreement that would result in the utilization of the Facilities to dispose of brine pursuant to Section 23(b)(1);
5. Changes to the ownership of Authority Facilities; and
6. Approval of the Authority Policies and Procedures regarding purchasing and brine.

(3) Other Actions

For the purpose of Commission actions related to effluent violations addressed in Section 16(b), the unanimous vote requirement will not include the violating Agency(ies) and the commissioner from the violating Agency(ies) will not be permitted a vote.

(d) Principal Office

The principal office of the Authority will be located within the boundaries of the Authority and will be established by the Commission. The Commission is hereby granted full power and authority to change said principal office from one location to another, provided at least fifteen days' notice is given to each Agency, the Regional Water Quality Control Board and to such agencies or offices as required by law.

(e) Officers

The Authority will have the following officers: Chair, Vice-Chair, General Manager, Treasurer, and Auditor (the positions of Treasurer and Auditor may be held by a single individual). The members of the Commission will select from the Commission a Chair and Vice-Chair who will hold office for a period of one year, commencing July 1 of each and every Fiscal Year; provided, however, that in the event that an Agency removes from the Commission a member serving as an officer or an officer resigns his or her position, the Commission will select

a member of the Commission to fill that vacant office for the remainder of that Fiscal Year. The positions of General Manager, Treasurer, and Auditor may be filled by any qualified person, except with regard to the Treasurer and Auditor as provided in Section 6(g)(1).

(f) General Manager

The Commission will employ or contract for the services of a General Manager. The General Manager may be a staff member of one of the Agencies.

(1) Duties

The Commission will prescribe the duties, compensation, and terms and conditions of employment of the General Manager. At a minimum, the General Manager will coordinate the business and operations of the Authority, attend Commission meetings, prepare, distribute and maintain minutes of Commission meetings and official actions of the Authority, and carry out other duties as may be assigned by the Commission. The General Manager will make monthly reports to the Commission and the Treasurer, if the General Manager is not also serving as the Treasurer, of all expenditures for the preceding month. The General Manager serves at the pleasure of the Commission.

(2) Delegated Authority

The General Manager will have the full power and authority to employ and discharge employees of the Authority; prescribe the duties of employees; and fix and alter the compensation of employees, within the Commission adopted budget and Compensation Plan. Once the Commission adopts a budget, the General Manager also has delegated authority to take actions consistent with the approved budget and Policies and Procedures, pursuant to Section 8(e).

(g) Treasurer and Auditor

(1) Appointment

The Commission may at any time appoint one or more qualified persons to either or both of the positions of Treasurer or Auditor as provided in the Act, Section 6505.6. In the event such appointment is not made, the treasurer and auditor of Alameda County, respectively, are designated the Treasurer and Auditor of the Authority with the powers, duties, and responsibilities specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof. Current

Agency staff members or elected officials are not eligible to serve as Treasurer or Auditor of the Authority.

(2) Accountability

There will be strict accountability of all Authority funds and report of all receipts and disbursements and compliance with the Act.

(h) Bonding Persons having Access to Property

As provided in Section 6505.1 of the Act, the Treasurer and General Manager are hereby designated as the persons who have charge of, handle, and have access to the property of the Authority. The Commission may require such persons to file an official bond in an amount to be fixed by the Commission. If required, cost of said bond will be paid by the Authority.

(i) Officers, Employees and Agents; Compatible Offices; Compensation

Except as provided herein, any officer, employee, or agent of the Authority may also be an officer, employee, or agent of any Agency, provided that the Commission or General Manager determines that the two positions are compatible.

All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of an Agency when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Authority will be deemed, by reason of their employment by the Authority, to be employed by any Agency or to be subject to any of the requirements of any Agency. Charges for the services of the General Manager and other administrative or operating personnel supplied by any Agency will be jointly agreed upon with the Agency or Agencies furnishing the services.

(j) Rules of the Commission

The Commission will adopt, and from time to time amend, the Rules of the Commission as necessary or convenient in the determination of the Commission to achieve or facilitate the purposes hereof.

Section 8. Meetings; Budget and Contributions

(a) Regular Meetings

The Commission will hold at least one regular meeting each year. The date upon which, and the hour and place at which each such regular meeting will be held, will be fixed by resolution of the Commission.

(b) Special Meetings

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Notice And Conduct of Meetings

All meetings of the Commission will be held subject to the provisions of the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code, and other applicable laws of the State of California.

(d) Quorum

A majority of the members (or, in the absence of a member, that member's alternate) of the Commission will constitute a quorum.

(e) Budget; Contributions; Delegation of Authority

(1) Budget

The Commission will adopt an annual or biennial budget for the ensuing Fiscal Year(s) prior to July 1. The budget will include sufficient detail to constitute a fiscal control guideline, specify cash flow requirements from each Agency, grant reimbursements, and cash receipts and expenditures to be made for Operation and Maintenance Costs, Planning and Special Studies Costs, and Capital Costs for the Facilities, and other necessary and appropriate expenditures.

(2) Contributions; Delegation of Authority

Approval of the budget by the Commission will constitute authority for the General Manager to bill the Agencies for their contributions, expend funds after appropriate award of contract and for the purposes outlined in the approved budget, and receive grant funds.

Additionally, the Authority may bill the Agencies for any Capital Costs approved by the Commission.

Section 9. Elections

For the purpose of holding any election within the Authority's boundaries, the Commission may call and hold an election to submit propositions to the electors of the Authority in the same manner as the board of supervisors of a county may call and hold county elections, and the electors of the Authority will have the right to petition for referendum on any ordinance enacted by the Commission in the same manner as the electors of a county, except that all computations referred to in those sections and the officers of the county mentioned in those sections will be construed to refer to comparable computations and officers of the Authority. For the purposes of any such election or referendum petition, the electors residing within the boundaries of the Authority who would be qualified to vote for candidates for Governor at any general election will be the electors of the Authority.

Section 10. Ownership of Authority Facilities; Responsibility for Failure of the Transport System

(a) Ownership of Authority Facilities.

The Authority will own and hold title to the Authority Facilities, as specifically outlined in Schedule A. Each Agency will own an undivided portion of the Authority Facilities proportional to each Agency's Maximum Flow Rate Capacity as set forth in the Fixed Operation and Maintenance Costs allocation in Schedule B. Except as set forth below, the Authority will be responsible for all costs and expenses related to the operation, maintenance, and repair of Authority Facilities.

(b) Transfer of Ownership of the Pump Stations.

At the end of the Term, or upon earlier termination pursuant to Section 20, the Oro Loma Effluent Pump Station will become the joint property of all Agencies, except San Leandro, in proportion to each Agency's Maximum Flow Rate Capacity at the time of termination; the Hayward Effluent Pump Station will become the sole property of Hayward; and the Union Effluent Pump Station will become the sole property of Union, unless transferred sooner as set

forth in this subsection 10(b). Upon termination or expiration of the Agreement, the Authority Facilities (excluding the pump stations) will be disposed of as set forth in Section 20.

In the event Union relocates the Union Effluent Pump Station from its location as of the effective date of this Agreement, ownership of the pump station will transfer to Union at that time. Union and the Authority agree to execute any and all documents necessary to effectuate such transfer. At such time, the General Manager will update Schedule A and the revised Schedule A will be automatically incorporated in this Agreement. Operation and Maintenance costs of the Union Effluent Pump Station will continue to be allocated as outlined in Schedule B for the duration of the Term, irrespective of ownership.

(c) Responsibility for Failure of the Transport System.

(1) State or Federal Reimbursement.

In the event of Failure of the Transport System, the Authority will be the applicant for the purposes of any state or federal reimbursement, if applicable.

(2) Determination of Failure.

The General Manager is responsible for determining whether a Failure has occurred, in accordance with applicable Policies and Procedures. In the event of such determination, the Authority will provide written notice of the Failure to the Agency(ies) using the relevant segment of the Transport System affected by the Failure within 24 hours of the determination. The General Manager's determination may be appealed to the Commission in accordance with applicable Policies and Procedures.

(3) Temporary and Emergency Repair.

In the event of Failure, the Authority will be responsible for performing any required temporary and emergency repair reasonably necessary to prevent further harm to the Transport System, to other Authority Facilities, or to third parties or the environment, and to promptly restore the function of that portion of the Transport System that failed.

(4) Permanent Repair.

In the event of Failure of the Transport System, the Agencies currently using the relevant segment of the Transport System affected by the Failure may determine whether or not to: (a) undertake a permanent (20-years or more) repair to the Transport System in order to

restore or maintain the functionality of the Transport System, or (b) permanently abandon the relevant segment and, if needed, which Agency should manage the project. Such decision must be unanimous among the Agencies using the relevant segment of the Transport System, and must be evidenced by written notification from such Agencies' general managers or city managers. If the Authority does not receive such correspondence within 90 days of the notice from the Authority regarding the initial Failure, the Authority will repair the Transport System. At the request of one or more of the Agencies using the relevant segment of the Transport System, the Authority may extend the 90 day period. If the Agency(ies) currently using the relevant segment of the Transport System determines not to undertake a permanent repair, the failed segment of the Transport System must be permanently isolated, and the abandonment of the segment may not render other parts of the Transport System inoperable.

Any decision not to repair a segment of the Transport System will not impact an Agency's Maximum Flow Rate Capacity rights and obligations, as set forth in Section 11.

(5) Allocation of Costs of Repairing Failure of the Transport System or Abandoning a Segment of the Transport System.

The costs associated with all Failure(s) of the Transport System, including costs related to any repairs, whether such repairs are performed by the Agencies or the Authority and whether such repairs are temporary emergency repairs or permanent repairs, or abandonment of one or more segments of the Transport System, as well as costs associated with environmental liability or third party claims arising from such Failure(s), will be allocated as set forth herein. The first One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) in aggregate costs for all Failures will be allocated based on the table set forth in Schedule H. All costs over One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) will be allocated based on the table set forth in Schedule G.

Depending on the extent of the Failure, it is likely that the Authority will not have sufficient funds in its reserve to pay for the repairs or abandonment and will require funds from the financially responsible Agencies, based on the allocations set forth above, in advance of performing any repair or abandonment. The Authority need not exhaust its reserve before requiring advance payment as described in this subsection.

(6) Failures Arising from the Acts Authority Employees or Third-Party Contractors.

The Authority may engage its own staff, or the staff of an Agency or a third-party contractor, to perform construction and maintenance projects on the Transport System. If in the implementation or performance of such project there is a Failure caused by the negligent, reckless, or willfully wrongful acts of those Authority-engaged personnel, any costs to address the Failure, including costs associated with environmental and third party claims, will be reimbursed by such party's insurance or as agreed to in the required indemnification provisions described in this subsection 10(c)(6). The Authority will maintain insurance to cover its potential liabilities under this subsection as may be approved by the Commission and will require any Agency or third-party contractor performing work on the Authority's behalf to indemnify the Authority, in a form to be approved by the Commission, against all losses that may arise out of the performance of the work. The Authority will require that any Agency or third-party contractor performing such work on behalf of the Authority maintain insurance in such types and amounts as the Authority may from time to time establish and naming the Authority and the Agencies as additional insureds. The Authority will adopt Policies and Procedures to implement these requirements. Any costs not covered by such insurance or indemnity provisions will be borne by the Authority and will be allocated according to Schedule H.

Section 11. Capacity Rights

(a) Capacity Rights; Volume

Each Agency has acquired, subject to the terms and conditions of the Agreement, the capacity and right to discharge to the Authority Facilities at that Agency's Maximum Flow Rate Capacity. All effluent which is discharged to the Hayward Marsh by Union pursuant to the Hayward Marsh MOU, will not be counted toward Union's Maximum Flow Rate Capacity.

With the exception of Union Effluent Pump Station, all pump stations will be designed and maintained to manage the capacities set forth in Schedule F with any single pump out of service. Per the Hayward Marsh MOU, the Union Effluent Pump Station may be designed and maintained to manage Union's capacity set forth in Schedule F, plus the flow that Union is approved to discharge to the Hayward Marsh, with any single pump out of service.

(b) Temporary Capacity Exceedance

Should any Agency exceed its Maximum Flow Rate Capacity it will make best efforts to reduce its flows to within its allocated capacity. Capacity exceedance fees will be calculated as follows:

(1) First Exceedance:

No charge for an Agency that exceeds its Maximum Flow Rate Capacity, based on a 3-hour average, the first time in a Fiscal Year. An Agency's first exceedance will not exceed twenty-four hours, and after such 24 hour period, any continuing exceedance will be considered a second exceedance.

(2) Subsequent Exceedances:

Any Agency that exceeds its Maximum Flow Rate Capacity, based on a 3-hour average, for the second and each subsequent exceedance in a Fiscal Year, will be charged \$0.005/gallon of exceeded flow. The Authority will calculate an exceedance based on the formula set forth in Schedule D.

Notwithstanding the foregoing, any discharge by Union to the Hayward Marsh pursuant to the Hayward Marsh MOU, will be subtracted from Union's total flow for the purposes of determining whether Union has exceeded its Maximum Flow Rate Capacity. All capacity exceedance fees will be applied to, and reduce the total of, the fixed operating costs due from the non-exceeding Agencies' fixed operating costs for that or the following Fiscal Year.

Any costs related to an unpermitted discharge or other violation due to the exceedance of one or more Agencies will be allocated as set forth in Section 16(a).

(c) Temporary Capacity Exceedance at the Request of the Authority.

Notwithstanding the foregoing, the Authority may request that one or more Agencies temporarily exceed their Maximum Flow Rate Capacity in order to preserve the Agency(ies)' capacity in storage, in accordance with approved Policies and Procedures. Agencies complying with an Authority request to exceed their Maximum Flow Rate Capacity will not be charged capacity exceedance fees, nor will any such exceedance count as an Agency's first exceedance under Section 11(b) above. In no event will any Agency be required to comply with any Authority request to temporarily exceed its Maximum Flow Rate Capacity. Authority requests to

temporarily exceed an Agency's Maximum Flow Rate Capacity will not be a basis for permanently increasing an Agency's Maximum Flow Rate Capacity without following the process set forth in Section 11(d). Any Authority request to exceed an Agency's Maximum Flow Rate Capacity will not be to the detriment of, or harm, any Agency.

(d) Increase of Maximum Flow Rate Capacity and Notice Procedures

(1) Notice of Intent to Increase Maximum Flow Rate Capacity.

If an Agency desires to increase its Maximum Flow Rate Capacity, it must notify the Authority on or before January 1 in order for the increase to take effect on July 1 of the following Fiscal Year. An Agency may not increase its Maximum Flow Rate Capacity more than once in a Fiscal Year. In the event no Agency provides such notice in any given year, there will be no change in any Maximum Flow Rate Capacity.

(2) Opportunity for Agencies to Respond to a Notice of Intent to Increase Maximum Flow Rate Capacity.

Upon notification by the Authority that an Agency desires to increase its Maximum Flow Rate Capacity as set forth in subsection 11(d)(1), all other Agencies will have ninety (90) days to notify the Authority of an Agency's desire to increase its Maximum Flow Rate Capacity at the same time. Once the ninety (90) day period is complete, the Authority will notify all Agencies of the revised Maximum Flow Rate Capacity of each Agency.

(3) Allocation of Costs Associated with Modifications to Accommodate an Increase.

Any Agency seeking to increase its Maximum Flow Rate Capacity will bear the full cost and expense of any engineering and modifications to Facilities that may be required to accommodate such additional flows. If more than one Agency seeks to increase its Maximum Flow Rate Capacity, the Agencies increasing their Maximum Flow Rate Capacities will each bear (A) the full cost and expense of any engineering and modifications to Facilities that may be required to accommodate only that Agency's additional flows; and (B) the proportionate cost and expense of any engineering and modifications to Facilities that are required to accommodate more than one Agency's additional flows, based on the proportionate increase in Maximum Flow Rate Capacities. The General Manager, in consultation with the general managers and city

managers, or designee, from each of the Agencies, will make the preliminary determination of the need for any modifications. In the event an Agency(ies) disagrees with the General Manager's determination, the Authority will engage a professional engineer to evaluate the need for engineering and modifications. If the Agency(ies) seeking Maximum Flow Rate Capacity increase disagrees with the General Manager's determination, the cost of engaging a professional engineer will be borne solely by that Agency(ies). If a non-increasing Agency(ies) disagrees with the General Manager's determination, the cost of engaging a professional engineer will be divided equally between the Agency(ies) seeking the increase and the non-increasing Agency(ies) that disagrees with the General Manager's determination. Further disputes related to the need for modifications will be resolved pursuant to the dispute resolution procedures set forth in Section 19.

(e) No Reductions in Maximum Flow Rate Capacity During the Term.

No Agency may reduce its Maximum Flow Rate Capacity during the Term. Once an Agency has taken action set forth in subsection 11(d) to increase its Maximum Flow Rate Capacity, it may not thereafter reduce its revised Maximum Flow Rate Capacity during the Term.

Section 12. Allocation of Operation and Maintenance Costs, Capital Costs, and Planning and Special Studies Costs.

(a) Allocation of Operation and Maintenance Costs.

Operation and Maintenance Costs will be allocated to each Agency as set forth in Schedule B.

Meters will be used to measure the discharge of effluent from the treatment facilities of Union, Hayward, the combined facilities of Oro Loma and Castro Valley, and San Leandro for the purposes of determining flow under Schedule B and for other purposes, including but not limited to, regulatory reporting.

(b) Allocation of Capital Costs.

(1) Capital Costs related to the pump stations which exceed a total cost of \$10,000 per project, plus allocated general administrative expenses attributable to such Capital

Cost activities, will be allocated based on Maximum Flow Rate Capacity as set forth in Schedule H, which excludes San Leandro.

(2) Capital Costs related to the Transport System which exceed a total cost of \$35,000 per project, plus allocated general administrative expenses attributable to those Capital Cost activities, will be allocated: (i) based on Maximum Flow Rate Capacity as set forth in Schedule H, which excludes San Leandro, until a total of three hundred and twenty-five thousand dollars (\$325,000) has been expended for projects not approved as of July 1, 2020, and thereafter (ii) based on each Agency's use of the segment of pipeline as set forth in Schedule G; provided, however, that any unexpended portion of the \$325,000 limit will be adjusted annually to reflect any increase in the cost of construction of similar projects as established by the Engineering News-Record 20-City Building Cost Index using July 1, 2020 as the baseline. Notwithstanding the above, costs associated with Failures will be allocated as set forth in Section 10.

(3) Capital Costs related to the Bay Outfall, the Operations Center, and the Marina Dechlorination Facility which exceed a total cost of \$10,000 per project, plus allocated general administrative expenses attributable to such Capital Cost activities will be allocated based on Maximum Flow Rate Capacity for all Agencies, as set forth in the Fixed Operation and Maintenance Costs allocation in Schedule B.

(c) Allocation of Planning and Special Studies Costs.

Planning and Special Studies Costs will be allocated to each Agency as set forth in Schedule C.

(d) Capital Costs Allocated as Operation and Maintenance Costs.

Except as otherwise provided herein, Capital Costs for Facilities other than Union Effluent Pump Station that total less than \$10,000 per project (for non-Transport System projects) or less than \$35,000 (for Transport System projects) will be allocated in the same fashion as Operation and Maintenance Costs under Section 12(a) of this Agreement. The Authority may not divide work into small projects for the purpose of allocating project costs as Operation and Maintenance Costs, rather than as Capital Costs.

(e) Management of Capital Costs for the Union Effluent Pump Station.

In fiscal years from 2020/21 through 2029/30, the Authority will pay Union a total of Four Million, Two-Hundred Thousand dollars (\$4,200,000), divided in ten equal and annual installments, as a credit toward their annual budget contribution for Operation and Maintenance Costs, for all Capital Costs associated with the Union Effluent Pump Station during the Term of the Agreement. These Capital Costs will be allocated based on Maximum Flow Rate Capacity, excluding San Leandro, as set forth in Schedule H. Union will undertake control and responsibility of all Capital Costs for the Union Effluent Pump Station, in consultation with the Authority. Any Capital Costs for the Union Effluent Pump Station in excess of the amount set forth above will be borne by Union.

(f) Renewal and Replacement Fund.

The Authority has established a Renewal and Replacement Fund to provide funding for the Capital Costs of rehabilitation and replacement of Authority Facilities. Each Agency will fund the Renewal and Replacement Fund in such amounts as may be determined by the Commission, taking into account the foregoing Capital Cost allocations.

(g) Authority Cost Allocation Summary

For convenience of reference, Schedule I includes a summary of the above listed costs and the respective allocation and schedule.

Section 13. Payment of Operation and Maintenance and Capital Costs

Not later than March 1st of each year, the Authority will provide each Agency with an estimate of its allocated share of the projected Operation and Maintenance Costs and Capital Costs for the forthcoming Fiscal Year. Each Agency hereby agrees to include in each annual budget approved by the governing body of such Agency amounts estimated to be sufficient to pay all such charges and to pay to the Authority within thirty days of receipt of a statement of the Agency's allocated share of the actual Operation and Maintenance Costs and Capital Costs for the billing period. The billing period will be determined by the Commission. The Authority is hereby authorized to take any or all legal actions necessary and permitted by law to enforce the collection of such charges or any other compliance with this Agreement, including, but not limited to, actions or proceedings in mandamus to require each Agency to include the amounts

estimated to be necessary in each such estimated annual budget, or to collect such charges from the taxpayers, landowners, or users of any of the Facilities.

Section 14. Records and Accounts

The Authority will cause to be kept accurate and correct books of account, showing in detail the costs and expenses of any construction and the maintenance, operation and administration of the Facilities and all financial transactions of the Agencies relating to the Facilities, which books of account will correctly show any receipts and also any costs, expenses, or charges to be paid by all or any of the Agencies hereunder, and also records of the effluent flow from each of the Agencies. Time records and books of account will be open to inspection at all times by any representative of any of the Agencies, or by any accountant or other person authorized by any Agency to inspect said books of account.

Section 15. Income from Operations

Income arising out of the operation of the Facilities, including the sale of recycled water, will be retained as part of the fund balance in the fund in which it is earned. Any interest earned on the fund balance will also be retained in the fund. The fund balance may be used as an operating reserve or, upon approval of the Commission, to fund additional study, design or construction, or upon approval by the Commission may be refunded to the Agencies on the basis of the Fixed Operation and Maintenance Costs allocation in accordance with Schedule B.

Income from the lease of capacity rights, sale of services or assets, or connection fees will be deposited in the Renewal and Replacement Fund.

Section 16. Failure to Meet Discharge Requirements

(a) Capacity Exceedance.

If the Authority experiences an unpermitted discharge or other violation due to high flows caused by one or more Agencies' exceedance of the Maximum Flow Rate Capacity as detailed in Section 11(b), any fines or other sanctions or costs imposed on the Authority will be allocated to the exceeding Agency(ies) based on an instantaneous (defined as a 5-minute) exceedance. The General Manager will be responsible for determining which Agency(ies)

caused the unpermitted discharge or violation and the General Manager's determination is subject to appeal to the Commission in accordance with applicable Policies and Procedures.

(b) Effluent Violation.

The Authority will cause the combined effluent of all Agencies, as well as the receiving water of the combined discharge, to be monitored to determine whether or not federal and/or state discharge requirements are being met. In addition, the Authority will cause the effluent of each Agency to be monitored. If the combined effluent of all Agencies at the point of ultimate discharge into the receiving water fails to meet discharge requirements, the Agency or Agencies responsible for the violations will be solely responsible for any fines levied or criminal sanctions imposed. Upon notification of such violation, the Agency or Agencies must take prompt, corrective action as necessary to meet said discharge requirements.

If any Agency fails to take such action, the Authority, by unanimous vote of the Commission (excluding those members of the Commission who are representatives of the Agency or Agencies who are in violation of the discharge requirements), may elect to do either one or both of the following:

- (1) Undertake the operation of existing facilities or construction and operation of additional treatment facilities as necessary to meet said discharge requirements at the cost and expense of the violating Agency(ies).
- (2) Impose a prohibition on additional connections to the collection system of the Agency(ies) in violation.

In the event that one or more Agencies are obligated to provide additional levels of treatment to meet waste discharge requirements for the combined effluent, all Agencies requiring the additional levels of treatment will participate in the costs of such treatment based on their proportionate contribution of waste characteristics to be treated and the costs of providing such treatment. Nothing in this Section will preclude one or more Agencies from providing additional levels of treatment to ensure compliance with waste discharge requirements for the combined effluent.

(c) Indemnification.

To the extent permitted by law, the Agency(ies) that fail to meet discharge requirements will indemnify, keep and save harmless the Authority and the other non-violating Agencies and

their respective directors, officers, agents, and employees against any and all liability, demands, loss, damage, settlement expenses, suits, claims, or actions (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) arising from the violation. In the event two or more Agencies are responsible for a violation as above provided, the Agencies responsible for the violation will be jointly and severally responsible to the Authority and to the other non-violating Agencies. The Agency(ies) responsible for the violation further agrees to defend any and all such suits, claims, or actions, with counsel acceptable to the Authority in its reasonable discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached against the Authority or the other non-violating Agencies, or any of the individuals enumerated above in any such action, the responsible Agency(ies), will at its expense, satisfy and discharge the same. This indemnification will survive the termination or expiration of this Agreement.

Section 17. Future Projects

It is understood that it may be in the interest of the Agencies for the Authority to acquire and construct additional Authority Facilities. This Agreement is subject to modification in the event all Agencies desire to do so.

Section 18. Contributions, Payments and Advances, Use of Personnel, Equipment or Property; Exchange of Services

It is hereby agreed that:

- (a) Contributions from an Agency's treasury may be made for the purpose set forth in this Agreement.
- (b) Payments of public funds of an Agency may be made to defray the cost of such purpose.
- (c) Each of the Agencies may make advances of public funds, to be repaid as set forth in this Agreement.
- (d) Subject to approval of the General Manager, personnel, equipment, or property may be used in lieu of other contributions or advances.

- (e) The Agencies may exchange services without payment of any consideration other than such services; or an Agency may agree to provide all or any portion of such services to another Agency.
- (f) The Commission may provide for the repayment or return to an Agency of all or any part of any contributions, payments, or advances made by that Agency.

Section 19. Dispute Resolution

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of Commissioners, in a good faith attempt to resolve the dispute. In connection with such negotiations, the party asserting the dispute must provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. In the alternative, a party may choose to resolve questions or disputes arising under this Agreement through arbitration or judicial determination.

Section 20. Termination; Expiration; Disposition of Assets

The Agencies agree to the following procedures for the disposition of the Authority's assets and obligations. Unless terminated sooner pursuant to this Section 20, this Agreement will expire at the end of the current Term. In the event of such expiration or earlier termination, the Agencies will dispose of the Authority's assets and obligations as set out below and authorized by law. In the alternative, at the end of the Term, the Agencies may choose to waive this provision and select a different method for disposition of assets and obligations, provided such agreement is in writing and adopted in accordance with the Amendments procedures in Section 21. No Agency may withdraw from the Authority prior to the end of the Term.

(a) Termination during the Term.

The Agencies may terminate the Agreement prior to the end of the Term by agreement of all the Agencies in writing, such agreement being authorized by the governing body of each of the Agencies.

(b) Disposition of Assets and Obligations Upon Termination or Expiration of the Agreement.

(i) Disposition of Certain Authority Facilities

As set forth in Section 10(b), certain Authority Facilities (pump stations), will transition ownership at the end of the Term, or any earlier termination.

(ii) Disposition of Remaining Authority Facilities

In the event that all Agencies do not reach an agreement to extend the term of the Agreement or to renew, revise, replace or terminate the Agreement pursuant to subsection (c) below, the Authority will dispose of the remaining Authority Facilities not already disposed of pursuant to subsection (b)(i) and Section 10(b). The cost of such disposal will be borne by the Authority prior to the disposition of all remaining assets as set forth in subsection (b)(iii).

(iii) Disposition of All Remaining Assets

After the discharge of all enforceable liabilities, the remaining Authority assets will be liquidated and will be divided among the then parties to this Agreement based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020.

(iv) Disposition of Retirement Obligations

In terminating this Agreement, the Agencies agree to apportion the Authority's retirement obligations among all Agencies based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020. All Agencies will comply with all legal requirements related to the Authority's pension liabilities and obligations as specified in the Act and the Public Employees Retirement Law (California Government Code Section 20000 *et seq.*).

(c) Negotiations to Extend the Term of the Agreement

Five years before the end of the Term, the Agencies will enter into good faith negotiations to determine whether it is appropriate to renew, extend, revise, replace or terminate the Agreement. Such negotiations may include matters such as the process by which Agencies may leave the Authority prior to and following any renewal, extension, revision or replacement of the Agreement and the related disposition of assets and obligations, the ownership of Facilities, and whether Agencies will be permitted to reduce their Maximum Flow Rate Capacities. In the event all Agencies are unable to reach agreement prior to the end of the Term, the Agreement will terminate.

(d) Disposition of Obligations Imposed After Termination or Expiration of the Agreement.

The Agencies acknowledge that it is possible obligations arising out of or related to the Agreement may remain following termination of, or be imposed on the Authority after termination of, the Agreement, for which events giving rise to such obligations arose during the Term of the Agreement. Such obligations may include the decommissioning or disposal of Facilities, if ordered by a regulatory agency or other entity. In the event such post-termination or post-expiration obligations remain or are imposed, the costs related to such obligations will be apportioned to all Agencies based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020.

(e) Survival of Obligations

The Agencies' obligation to fund post-termination or post-expiration obligations referenced in subsections (b)(iv) and (d), above, will survive termination or expiration of this Agreement.

(f) Post-Termination Notices

Upon termination of this Agreement, the Authority will designate a contact name and address for any post-termination or post-expiration notices.

Section 21. Amendments

This Agreement may be amended only by an agreement approved and executed in writing by the governing bodies of all of the Agencies. In the event another governmental entity adopts a law or regulation, which materially impacts the manner in which the Authority functions, it is anticipated that amendment or termination of this Agreement will be required.

Section 22. Authority Use of Agencies' Emergency Outfalls and Flow Equalization Storage

During the Term, all Agencies will continue to permit the Authority to utilize Agency owned and operated outfalls for emergency relief as detailed in approved Policies and Procedures. In no event will Union be required to comply with any Authority request to temporarily utilize its outfall. Further, the Authority may request that one or more Agencies utilize Agency owned and operated flow equalization storage facilities in order to manage wet weather flows or facilitate maintenance activities, in accordance with approved Policies and Procedures. In no event will any Agency be required to comply with any Authority request to temporarily utilize its flow equalization storage.

Section 23. Brine Disposal and the Development and Use of Recycled Water

(a) Development and Use of Recycled Water.

The Authority and the Agencies support the development and use of recycled water. The volume of flow that an Agency recycles that does not utilize any Authority Facilities will not be included in the effluent flow reported by the Agency for the purposes of calculating O&M Variable Costs. To the extent that recycled water is conveyed or pumped using Authority Facilities, it will be included in the Agency's reported effluent flow. Water recycling by the Authority and by any Agency will be conducted in accordance with the Authority's Water Recycling Policy, as it may be updated from time to time.

(b) Disposal of Brine.

The Authority and the Agencies acknowledge that use of the Authority's Bay Outfall may provide an environmentally beneficial and cost-effective method of disposing of brine. The Agencies desire that both volume and pollutant loading capacity in the Facilities be available for disposal of brine generated from an Agency's production of recycled water.

(1) Non-Agency Generated Brine

Any project or activity that results in utilization of the Facilities to dispose of brine generated outside the Authority's boundaries or from source water not already treated by an Agency will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will include a provision that the Commission unanimously approve any agreement that results in utilization of the Facilities for disposal of such brine, including any agreement to which the Authority may not be a party. Such approval will not be unreasonably withheld. The purpose of such approval is, among other things, to ensure that acceptance of brine from non-Agency sources does not limit an Agency's right to a share of capacity, both volume and pollutant loading, in the Authority Facilities to develop recycled water projects and dispose of brine. Such agreements may also provide for the Authority to receive appropriate revenue from disposal of brine, assurances that the discharge will not lead to effluent violations, and appropriate indemnification against liability resulting from such disposal.

(2) Agency-generated Brine that is not Treated Through an Agency's Full Secondary Treatment Process

Utilization of the Facilities to discharge brine that is generated by an Agency that is not treated through an Agency's full secondary treatment process will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will provide a framework that encourages development of recycled water while addressing the possible impacts of Agency brine discharges on other Agencies, the Facilities, and the Authority's regulatory compliance. The requirement for Commission approval in subsection 23(b)(1) does not apply to brine generated by an Agency.

(3) Agency-generated Brine Treated through an Agency's Full Secondary Treatment Process

Brine generated by an Agency that is treated through an Agency's full secondary treatment process will not be subject to approval by the Authority. The requirement for Commission approval in subsection 23(b)(1) does not apply to wastewater treated by an Agency.

Section 24. Notices

Except for the notices required by Sections 10(c)(2) and 10(c)(4), any notices which any Agency or the Authority may give to another Agency or the Authority in connection with this Agreement will be given in writing and will be sent by (i) personal delivery, (ii) United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, or (iii) Federal Express or other equivalent overnight delivery system, addressed to the party for whom intended, and addressed to the Agency at its address given below or to the Authority at its principal office, as the case may be, or to such other address as any Agency or the Authority may designate from time to time by written notice given as provided in this paragraph. Service of notice pursuant to this paragraph will be deemed complete on the day of actual delivery.

Section 25. Successors: Assignment

This Agreement will be binding upon and will inure to the benefit of the successors of the Agencies. In the event of the consolidation of some, but less than all, of the Agencies, the consolidated Agency will retain all of the rights and responsibilities of the former individual Agencies which consolidated.

No Agency may assign any right or obligation hereunder without the consent of the others.

Section 26. Severability

Should any part, term, or provision of this Agreement be decided by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

Section 27. Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 28. Incorporation of Schedules

Schedules A through I, referred to herein, are incorporated in and made part of this Agreement.

Section 29. Governing Law

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions.

Section 30. Jurisdiction

Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the State of California, which will have exclusive jurisdiction over such lawsuits. With respect the venue, the parties agree that this Agreement is made in and will be performed in Alameda County, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

Section 31. Joint Drafting

All Agencies participated in the drafting of this Agreement and the Agreement will not be construed against any Agency as the drafter.

Section 32. References to Laws

All references in this Agreement to laws and regulations will be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies will be understood to include agencies that succeed to or assume the functions they are currently performing.

Section 33. Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement.

Section 34. No Escalation of Dollar Amounts

The Agencies agree that all dollar figures in the Agreement are fixed for the term of the Agreement, unless specifically designated as being subject to adjustment for inflation.

Section 35. Third Party Beneficiaries

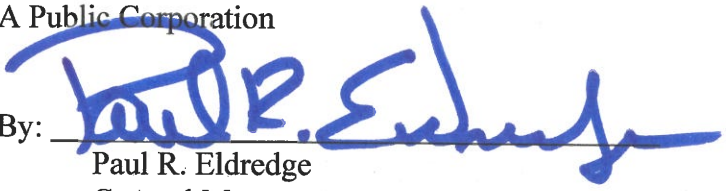
This Agreement will not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested by their respective officers, duly authorized to so act, on the dates set forth.

SIGNATURE BLOCKS ON FOLLOWING PAGES

UNION SANITARY DISTRICT
A Public Corporation

By: _____


Paul R. Eldredge
General Manager

(SEAL)
Attest:

Date: _____

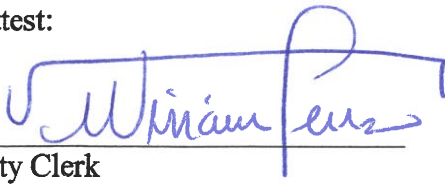



Board Clerk

CITY OF HAYWARD
A Municipal Corporation

By: 
City Manager
Kelly McAdoo

(SEAL)
Attest:


City Clerk

Date: December 19, 2019

FORM APPROVED
CITY ATTORNEY
BY 

CITY OF SAN LEANDRO
A Municipal Corporation

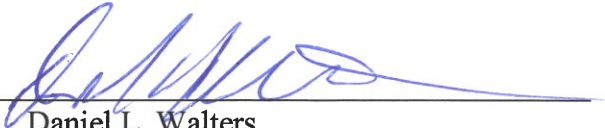
By: 
Jeff Kay
City Manager

Date: 12/19/19

(SEAL)
Attest:


City Clerk

ORO LOMA SANITARY DISTRICT
A Public Corporation

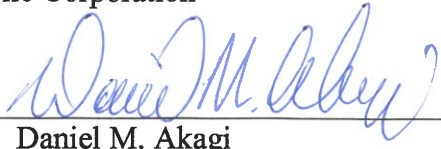
By: 
Daniel L. Walters
Board President

(SEAL)
Attest:

Date: Dec 19, 18


Secretary

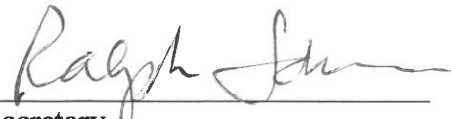
CASTRO VALLEY SANITARY DISTRICT
A Public Corporation

By: 
Daniel M. Akagi
Board President

Date: 19 DEC 2019

(SEAL)

Attest:


Secretary

SCHEDULE A
AUTHORITY FACILITIES

A. Upon its formation in 1974, the Authority was responsible for overseeing construction of the “Phase I Project,” which was funded by a Clean Water Grant. The Phase I Project included construction of facilities to be owned by the Authority, as well as facilities to be owned by the Agencies. As such, the original Joint Powers Agreement defined Joint and Sole Use Facilities to delineate those Joint facilities to be owned and operated by the Authority and Sole Use Facilities to be owned and operated by the Agencies. In this Amended and Restated Agreement, those facilities owned and operated by the Agencies are deemed no longer relevant to the Agreement, and therefore those Sole Use Facilities have been removed from this Schedule. Those facilities owned and operated by the Authority have been renamed Authority Facilities or Facilities and are enumerated below.

B. Authority Facilities or Facilities are:

1. Control System
2. Operations Center
3. Bay Outfall
4. Marina Dechlorination Facility (MDF)
5. Oro Loma Dechlorination Facility
6. Oro Loma Effluent Pump Station (OLEPS)
7. Marina to Oro Loma Force Main
8. Oro Loma to Hayward Force Main
9. Hayward Effluent Pump Station (HEPS)
10. Hayward to Union Force Main
11. Union Effluent Pump Station (UEPS)
12. Skywest Irrigation Project
14. Other such additional facilities as determined by the Commission to be Authority Facilities

SCHEDULE B

ALLOCATION OF OPERATION AND MAINTENANCE COSTS

Operation and Maintenance Costs for Authority Facilities will be divided into, and allocated based on, the following categories:

1. Fixed Costs include all Operation and Maintenance Costs not defined below as "Variable Costs." The total Fixed Costs, less any amounts received by the Authority to offset Fixed Costs, will be apportioned to the Agencies based on their current Maximum Flow Rate Capacity (as shown in Schedule F) normalized out of 100 as follows:

San Leandro	13.74%
Oro Loma	19.14%
Castro Valley	10.30%
Hayward	14.72%
Union	42.10%

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be adjusted to reflect the same.

Notwithstanding the foregoing, San Leandro will not share in any fixed Operation and Maintenance Costs for the Oro Loma Effluent Pump Station, Hayward Effluent Pump Station, or Union Effluent Pump Station, nor will it share in Operation and Maintenance Costs for the Transport System.

2. Variable Costs will be deemed to be costs of energy used for pumping, chemical costs used in operation of the Facilities, and maintenance, and repair charges incurred in the operation and maintenance of the system. Variable Costs will be allocated to the Agencies based on total effluent flow for a one year period as set forth in Policies and Procedures. Union's total effluent flow for the purposes of the calculation of Variable Costs will include any flow discharged to the Hayward Marsh pursuant to the Hayward Marsh MOU.

The volume of flow that an Agency recycles that does not utilize any Authority Facilities will not be included in the effluent flow reported by the Agency for the purposes of calculating Variable Costs. To the extent that recycled water is conveyed or pumped using Authority Facilities, it will be included in the Agency's reported effluent flow for the purposes of calculating Variable Costs.

Notwithstanding the foregoing, San Leandro will not share in any variable Operation and Maintenance Costs for the Oro Loma Effluent Pump Station, Hayward Effluent Pump Station, or Union Effluent Pump Station, nor will it share in Operation and Maintenance Costs for the Transport System.

SCHEDULE C
DISTRIBUTION OF PLANNING
AND SPECIAL STUDIES COSTS

Distribution of Planning and Special Studies Costs for the Facilities will be in proportion of Average Dry Weather Design Flows as set forth in the Final Supplement to the Project Report dated August, 1976, and will be as follows:

San Leandro	13%
Oro Loma	18%
Castro Valley	6%
Hayward	30%
Union	33%

Planning and Special Studies Costs for other than Authority Facilities and at the request of and solely benefiting one or more Agencies will be borne exclusively by the Agency or Agencies requesting such studies, including an allocation of general administrative expenses to be agreed upon by the Agency (or Agencies) and Authority when said service is requested.

Other Costs Charged to the Authority: The Authority incurs additional costs related to the operation of the Facilities (e.g. NPDES fees, Regional Monitoring Program fees, watershed permit fees). These costs will be allocated among the Agencies as set forth in Policies and Procedures.

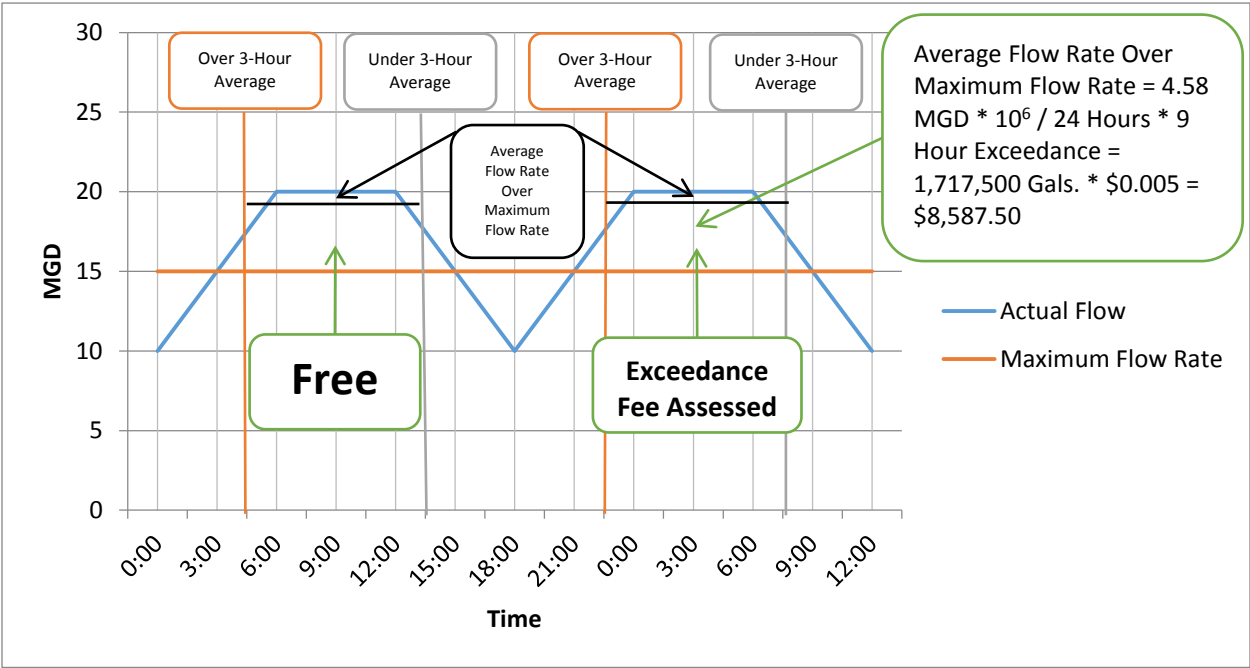
SCHEDULE D
MAXIMUM FLOW RATE CAPACITY EXCEEDANCE CALCULATION

Fees associated with temporary exceedance of an agency's Maximum Flow Rate Capacity will be assessed according to the following formula:

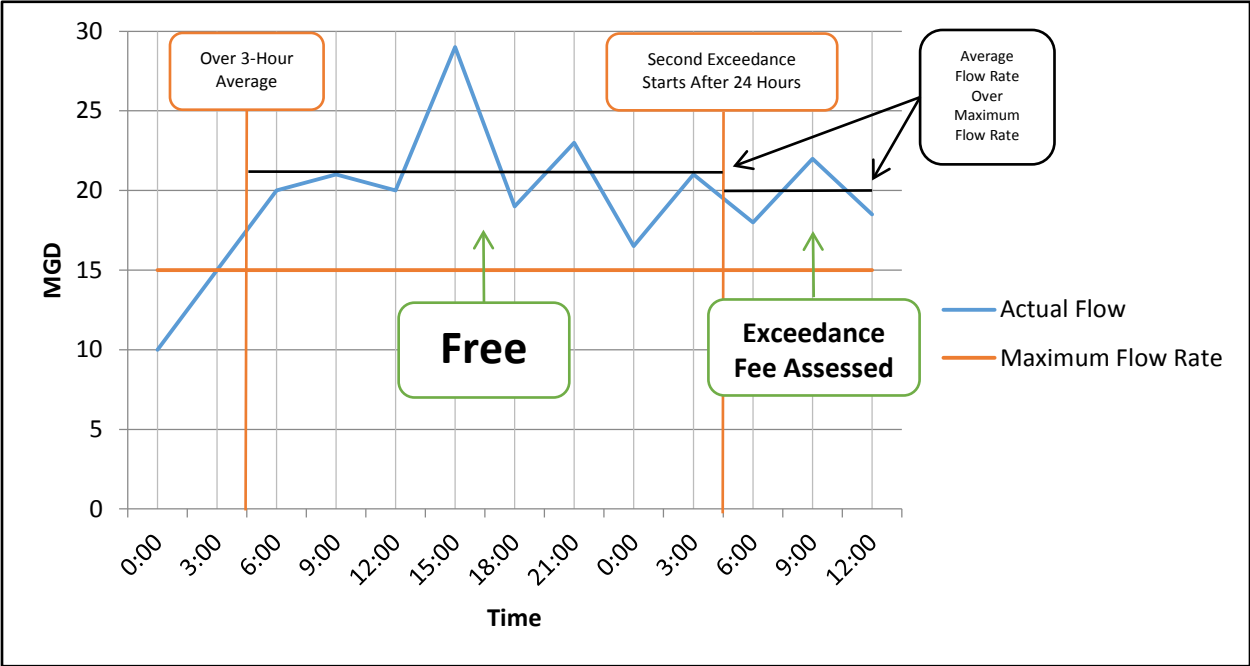
Fee = (Average actual flow rate for the period of exceedance in MGD - Maximum Flow Rate Capacity in MGD) * 10^6 gal ÷ 24 hrs * hrs of exceedance * \$0.005/gallon

Fees will be assessed when a 3-hour rolling average exceeds the Maximum Flow Rate Capacity. No fees will be assessed for the first exceedance in a given Fiscal Year. The first exceedance will end when an Agency's 3-hour average first drops back below its Maximum Flow Rate Capacity. If the Agency's 3-hour average stays above its Maximum Flow Rate Capacity, the first exceedance will end after 24 hours. The start of a new 24-hour period will be considered the start of a new exceedance. Notwithstanding the foregoing, any discharge by Union to the Hayward Marsh pursuant to the Hayward Marsh MOU, will be subtracted from Union's flow for the purposes of assessing a capacity exceedance fee.

EXAMPLE 1



EXAMPLE 2



SCHEDULE E
WEIGHTED VOTING

<u>Agency</u>	<u>Votes</u>
Union	42.10
Oro Loma	19.14
Castro Valley	10.30
Hayward	14.72
<u>San Leandro</u>	<u>13.74</u>
Total =	100

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

Agency Votes = Agency Maximum Flow Rate Capacity ÷ Total Maximum Flow Rate Capacity

After such recalculation, a revised Schedule E will be automatically incorporated in this Agreement.

SCHEDULE F
MAXIMUM FLOW RATE CAPACITY

San Leandro	14.0 million gallons per day
Oro Loma/Castro Valley	30.0 million gallons per day*
Hayward	15.0 million gallons per day
Union	42.9 million gallons per day**

*For the purposes of individual Agency cost and vote allocations, 65% of this capacity is allocated to Oro Loma and 35% is allocated to Castro Valley.

**Any effluent discharged to the Hayward Marsh by Union pursuant to the Hayward Marsh MOU, will be subtracted from Union's total flow when determining whether Union has exceeded its Maximum Flow Rate Capacity.

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be adjusted to reflect the same.

For purposes of maintaining a historical record, prior capacities are noted below. This historical record will be updated as the above table is updated.

Maximum Flow Rate Capacity for the Period February 15, 1974 – June 30, 2020:

San Leandro	22.3 million gallons per day
Oro Loma/Castro Valley	69.2 million gallons per day
Hayward	35.0 million gallons per day
Union	42.9 million gallons per day

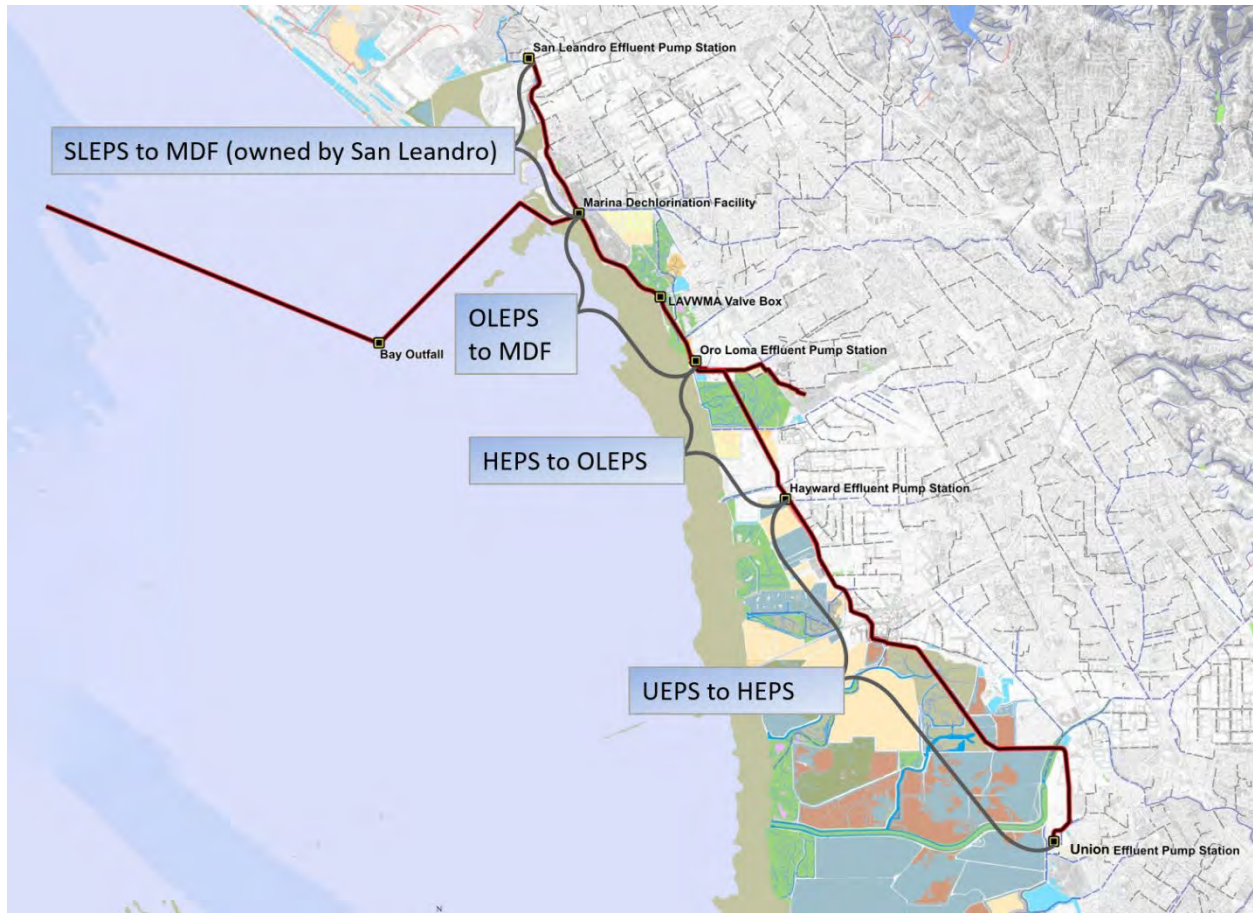
SCHEDULE G
TRANSPORT SYSTEM AGENCY SEGMENT ALLOCATION

Segment	Agency	Allocation
OLEPS to MDF	Union	49%
	Hayward	17%
	Oro Loma	23%
	Castro Valley	11%
HEPS to OLEPS	Union	74%
	Hayward	26%
UEPS to HEPS	Union	100%

In the event an Agency adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

Agency Segment Allocation = Agency Maximum Flow Rate Capacity ÷ Total Maximum Flow Rate Capacity for that segment

The following Transport System diagram is provided for reference in delineating the segments outlined in the above table:



SCHEDULE H
MAXIMUM FLOW RATE CAPACITY NORMALIZED OUT OF 100 -- EXCLUDING SAN
LEANDRO

Union	48.8%
Oro Loma	22.2%
Castro Valley	11.9%
Hayward	17.1%

In the event an Agency adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

Agency Allocation = Agency Maximum Flow Rate Capacity ÷ (Total Maximum Flow Rate Capacity – San Leandro Maximum Flow Rate Capacity).

SCHEDULE I
AUTHORITY COST ALLOCATION SUMMARY

Budget Element	Cost Allocation Basis	Associated Schedule
O&M Variable Cost (energy, chemicals, labor)	Total annual flow	Schedule B
O&M Fixed Cost (other O&M)	Maximum Flow Rate Capacity	Schedule B (Note table is the same as Schedule E)
Capital Cost: Transport System (projects > \$35,000*)		
- First \$325,000** cumulative	Maximum Flow Rate Capacity, excluding San Leandro	Schedule H
- Once \$325,000** has been exceeded	Segment Use	Schedule G
Capital Cost: Pump Stations (projects >\$10,000*)	Maximum Flow Rate Capacity, excluding San Leandro	Schedule H
Capital Cost: Bay Outfall, Operations Center, and MDF (projects >\$10,000*)	Maximum Flow Rate Capacity	Schedule B
Special Studies	Average Dry Weather Design Flows per 1976 Project Report or other as determined on a case by case basis	Schedule C

* Projects under listed threshold will be allocated as O&M costs.

**As escalated pursuant to the Engineering News-Record 20-City Building Cost Index.

Exhibit B

Depiction of Pump Station

EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA

PLANS FOR THE CONSTRUCTION OF UNION SANITARY DISTRICT WASTEWATER TREATMENT FACILITY

PROJECT 57402 / 57403

OFFICE OF THE MANAGER
EAST BAY DISCHARGERS AUTHORITY
HAYWARD CITY CENTER BUILDING
SUITE 602
22300 FOOTHILL BOULEVARD
HAYWARD, CALIFORNIA
94541

EAST BAY DISCHARGERS AUTHORITY
WAYNE A. BRUCE.....MANAGER

UNION SANITARY DISTRICT
N. DANIELS.....GEN. MANAGER & DIST. ENGINEER

JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS
PALO ALTO, CALIFORNIA

1978

PART 2 OF 3

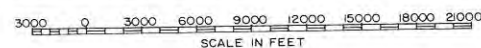


EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
PROJECT LOCATION MAP AND INDEX TO PLANS SUMMARY	
JENKS & HARRISON CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: SLH	Scale: AS NOTED
Des/Chkd by: JHJ	Date: 4-77 / 2-78

SUBMITTED BY: *John H. Jenks* CONSULTING SAN ENGR R.E. NO. 8120
APPROVED BY: *Wayne A. Bruce* E.B. DISCHARGERS AUTHORITY R.E. NO. 13060
APPROVED BY: *N. Daniels* UNION SANITARY DISTRICT R.E. NO. 11366

DATUM
ELEVATIONS SHOWN ON THESE PLANS ARE BASED
ON THE U.S.C. & G.S. MEAN SEA LEVEL DATUM
OF 1927 (ADJUSTED 1959) PLUS 100 FEET.

PROJECT LOCATION MAP

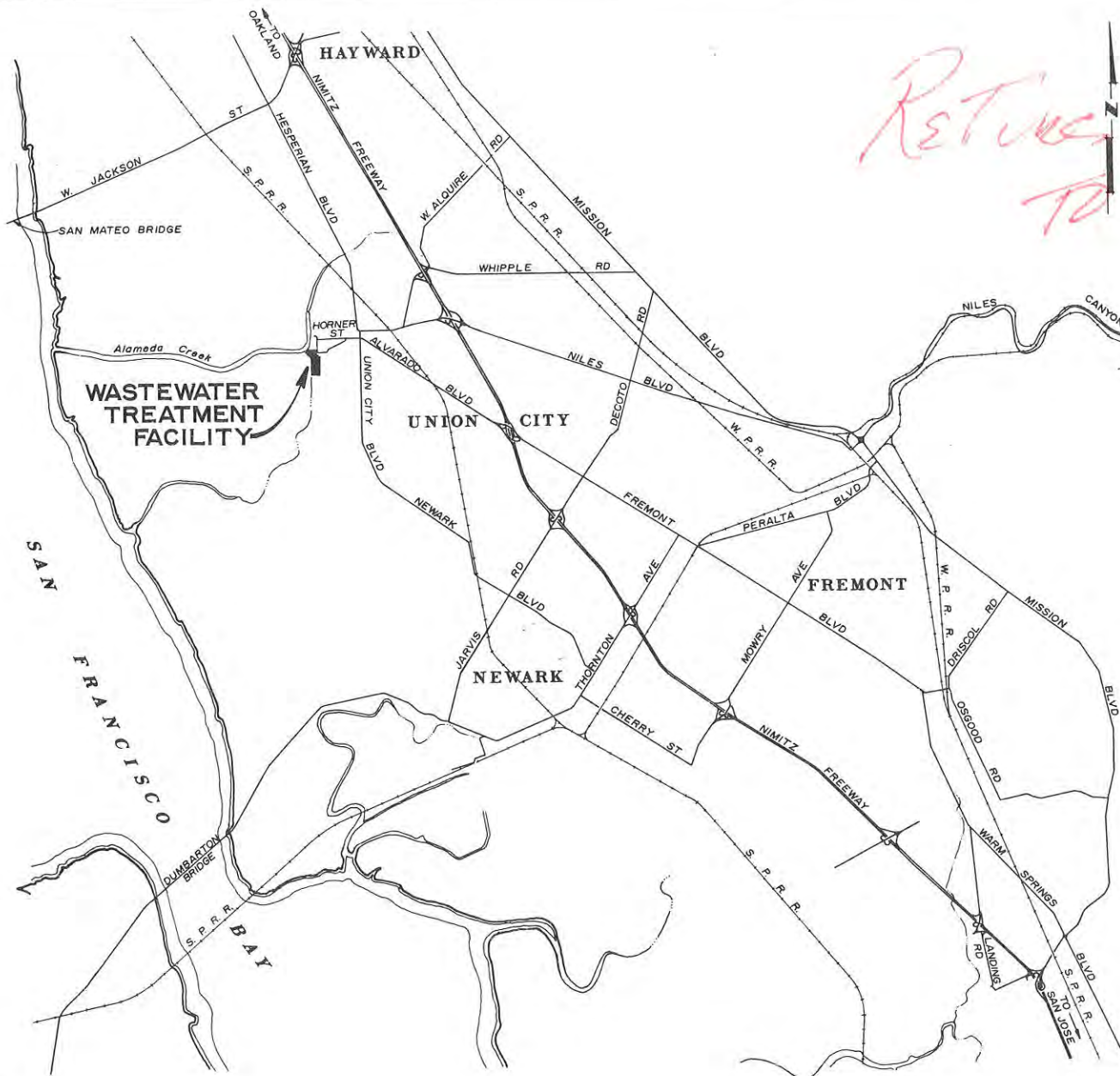


INDEX TO PLANS SUMMARY (COMPLETE INDEX TO PLANS LISTED ON SHEET 2)

PART NO. 1	
SHEET NUMBERS	SUBJECT
1 THRU 7	DESIGN DATA
8 THRU 11	SITE PLAN AND PLANT LAYOUTS
12 THRU 41	PRIMARY CLARIFIER COMPLEX
42 THRU 68	ROTATING BIOLOGICAL CONTACTOR COMPLEX
69 THRU 86	SECONDARY CLARIFIER COMPLEX
87 THRU 89	EFFLUENT METER PIT AND CHLORINE MIX CHAMBER
90 THRU 93	CHLORINE CONTACT TANK

PART NO. 2	
SHEET NUMBERS	SUBJECT
94 THRU 106	EFFLUENT PUMP STATION COMPLEX
107 THRU 118	DEGRITTER BUILDING AND SLUDGE THICKENERS
119 THRU 127	PRIMARY DIGESTERS
128 THRU 132	HEATING AND MIXING BUILDING NO. 1
133 THRU 143	SECONDARY DIGESTERS
144 THRU 151	SLUDGE DEWATERING BUILDING
152 THRU 173	MAINTENANCE SHOP BUILDING
174 THRU 192	CONTROL BUILDING - ARCHITECTURAL

PART NO. 3	
SHEET NUMBERS	SUBJECT
193 THRU 205	CONTROL BUILDING - HVAC AND STRUCTURAL
206 THRU 209	EXISTING STRUCTURE MODIFICATIONS
210 THRU 215	SURGE TOWER
216 THRU 218	MISCELLANEOUS DETAILS
219 THRU 225	YARD STRUCTURES
226 THRU 235	SITE WORK
236 THRU 237	LOG OF BORINGS
238 THRU 286	ELECTRICAL



PART NO. 1

SH. NO.	TITLE
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2	INDEX TO PLANS
3	WASTEWATER TREATMENT PLANT - DESIGN ANALYSIS
4	- FLOW DIAGRAM
5	- HYDRAULIC PROFILE
6	- ARCHITECTURAL PERSPECTIVE
7	- PICTORIAL PLAN
8	- SITE PLAN
9	- PLANT LAYOUT - EXISTING CONDITION
10	- SOUTHERLY PORTION
11	- NORTHERLY PORTION
12	CONTROL BOX NO. 1 - PIPEWORK AND EQUIPMENT - PLANS AND DETAILS
13	- SECTIONS AND DETAILS
14	- STRUCTURAL - PLANS AND DETAILS
15	- SECTIONS
16	PRIMARY CLARIFIERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
17	- DECK PLAN
18	- SECTIONAL PLAN
19	- PIPING PLAN UNDER SLAB
20	- SECTIONS AND DETAILS
21	- STRUCTURAL - SECTIONAL PLAN AT ELEV. 102.0
22	- SECTIONAL PLAN AT ELEV. 109.5
23	- DECK PLAN
24	- TYPICAL BASE SLAB PLAN
25	- SECTIONAL PLAN AND DETAILS
26	- SECTIONS
27	- SECTIONS AND DETAILS
28	- SCUM PIT DETAILS
29	- SECTIONS AND DETAILS
30	SLUDGE PUMP ROOM NO. 1 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
31	- STRUCTURAL - PLANS
32	- WALL INTERSECTION DETAILS
33	- SECTIONS
34	- SECTIONS AND DETAILS
35	PRIMARY CLARIFIER BUILDING - ARCHITECTURAL - EXTERIOR ELEVATIONS
36	- MISCELLANEOUS DETAILS
37	- STRUCTURAL - FLOOR PLAN
38	- ROOF PLAN
39	- WALL PANEL DETAILS
40	- COLUMN AND MISC. DETAILS
41	- ROOF BEAM DETAILS
42	CONTROL BOX NO. 2 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
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44	- SECTIONS
45	ROTATING BIOLOGICAL CONTACTORS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
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47	- DECK PLAN AND SECTIONS
48	- SECTIONAL PLAN
49	- TYPICAL PLAN
50	- SECTIONS AND DETAILS
51	- STRUCTURAL - SECTIONAL PLAN
52	- DECK PLAN
53	- WALL INTERSECTION DETAILS
54	- SECTIONS
55	- SECTIONS AND DETAILS
56	CONTROL BOX NO. 3 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
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58	BLOWER ROOM - PIPEWORK AND EQUIPMENT - PLAN AND SECTION
59	- SECTIONS AND DETAILS
60	- STRUCTURAL - PLAN AND SECTIONS
61	- SECTIONAL PLAN AND SECTIONS
62	- SECTIONS AND DETAILS
63	ROTATING BIOLOGICAL CONTACTOR BUILDING - ARCHITECTURAL - EXTERIOR ELEVATIONS
64	- STRUCTURAL - FLOOR PLAN
65	- ROOF PLAN
66	- WALL PANEL DETAILS
67	- COLUMN AND MISC. DETAILS
68	- ROOF BEAM DETAILS
69	SECONDARY CLARIFIERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
70	- DECK PLAN
71	- SECTIONAL PLAN
72	- SECTIONS AND DETAILS
73	- STRUCTURAL - SECTIONAL PLAN AT ELEV. 100.0
74	- SECTIONAL PLAN AT ELEV. 106.0
75	- DECK PLAN
76	- TYPICAL BASE SLAB PLAN
77	- PLANS, SECTIONS AND DETAILS
78	- SECTIONAL PLAN AND DETAILS
79	- SECTIONS
80	- SECTIONS
81	- SECTIONS AND DETAILS
82	SLUDGE PUMP ROOM NO. 2 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
83	- ARCHITECTURAL - EXTERIOR ELEVATIONS
84	- STRUCTURAL - PLANS
85	- SECTIONS
86	- SUPERSTRUCTURE DETAILS
87	EFFLUENT METER PIT AND CHLORINE MIX CHAMBER - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
88	- STRUCTURAL - PLANS
89	- SECTIONS
90	CHLORINE CONTACT TANK - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
91	- STRUCTURAL - PLANS
92	- WALL INTERSECTION DETAILS
93	- SECTIONS

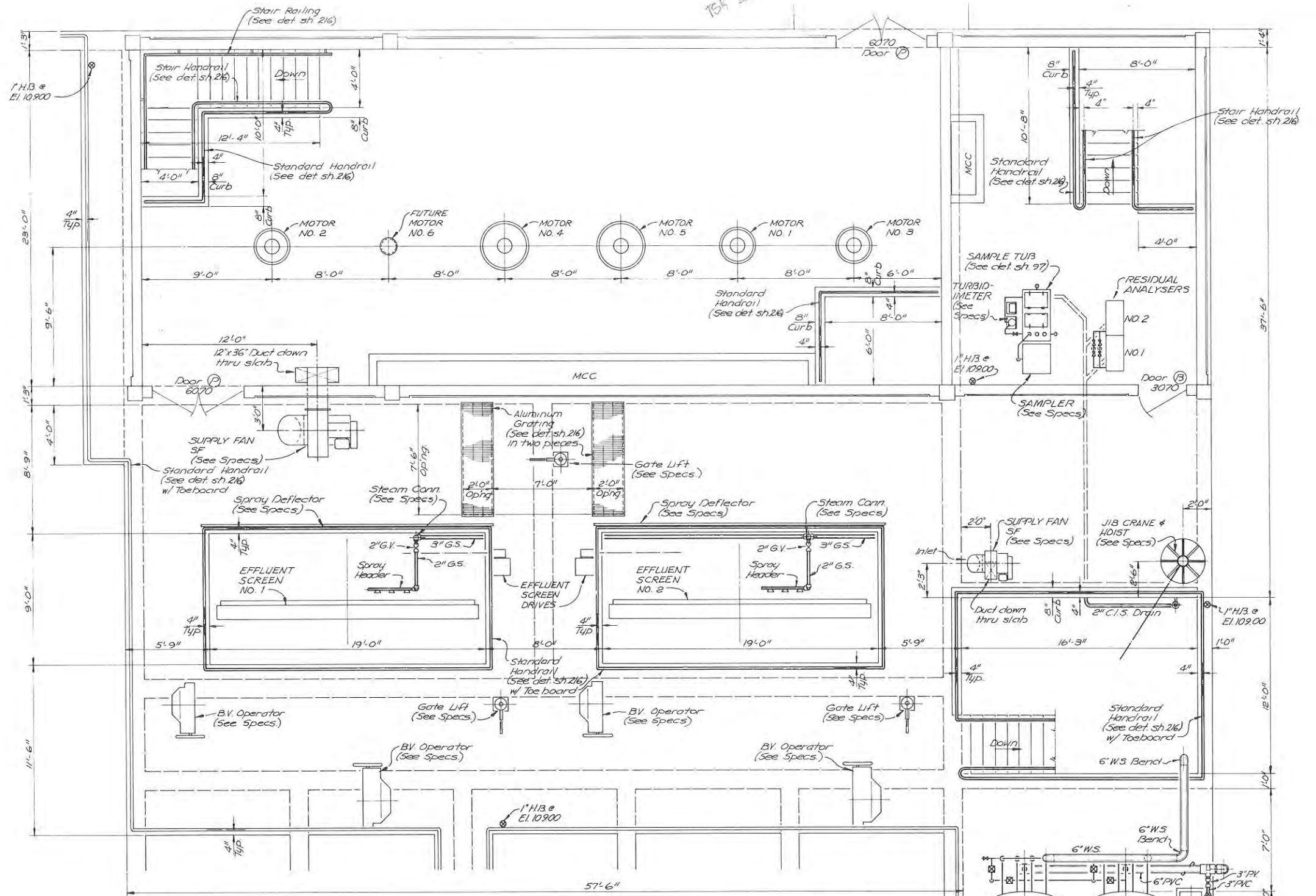
PART NO. 2

SH. NO.	TITLE
94	EFFLUENT PUMP STATION COMPLEX - PIPEWORK AND EQUIPMENT - ROOF PLAN AND DECK PLAN
95	- SECTIONAL PLAN
96	- SECTIONS
97	- SECTIONS
98	- ARCHITECTURAL - EXTERIOR ELEVATIONS
99	- STRUCTURAL - SECTIONAL PLAN
100	- DECK PLAN
101	- WALL INTERSECTION DETAILS
102	- SECTIONS
103	- SECTIONS
104	- SECTIONS AND DETAILS
105	- BEAM DETAILS
106	- SUPERSTRUCTURE DETAILS
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109	DEGRITTER BUILDING - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
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112	- SECTIONS
113	- SECTIONS AND DETAILS
114	SLUDGE THICKENERS - PIPEWORK AND EQUIPMENT - TYPICAL PLANS
115	- SECTIONS AND DETAILS
116	- STRUCTURAL - DECK PLAN AND TYPICAL WALL SECTION
117	- BASE SLAB, SECTIONS AND DETAILS
118	- SECTIONS AND DETAILS
119	PRIMARY DIGESTERS - HEATING AND MIXING BUILDING NO. 1 - ISOMETRIC FLOW DIAGRAM
120	- DIAGRAM AND DETAILS
121	- ROOF PLAN
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123	- SECTIONAL PLAN
124	- SECTIONS
125	- PIPEWORK AND EQUIPMENT - ROOF PLAN AND MISC. DETAILS
126	- MISCELLANEOUS DETAILS
127	- STRUCTURAL - PLAN AND TYPICAL SECTION
128	HEATING AND MIXING BUILDING NO. 1 - ARCHITECTURAL - EXTERIOR ELEVATIONS AND DETAILS
129	- STRUCTURAL - ROOF PLAN AND SECTIONAL PLAN
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133	SECONDARY DIGESTERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
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147	- ARCHITECTURAL - EXTERIOR ELEVATIONS
148	- STRUCTURAL - SECTIONAL PLAN AND DETAILS
149	- ROOF PLAN AND DETAILS
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151	- SECTIONS
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153	MAINTENANCE SHOP BUILDING - PIPEWORK AND EQUIPMENT - PLAN
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155	- ENGINE GENERATORS - DETAILS
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163	- INTERIOR ELEVATIONS AND FINISH SCHEDULE
164	- MISCELLANEOUS DETAILS
165	- HEATING, VENTILATING & AIR CONDITIONING - PLAN
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167	- STRUCTURAL - FLOOR AND FOUNDATION PLAN
168	- ROOF FRAMING PLAN
169	- SECTIONS
170	- PLANS AND SECTIONS
171	- ROOF TRUSS DETAILS
172	- FRAMING DETAILS
173	- MISCELLANEOUS DETAILS
174	CONTROL BUILDING - PIPEWORK AND EQUIPMENT - PLUMBING DIAGRAM
175	- ARCHITECTURAL - FLOOR PLANS
176	- ROOF PLANS
177	- REFLECTED CEILING PLANS
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179	- SECTIONS
180	- PART PLAN - LOCKER ROOMS
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182	- INTERIOR ELEVATIONS
183	- INTERIOR ELEVATIONS AND FINISH SCHEDULE
184	- LABORATORIES - PLAN
185	- EQUIPMENT SCHEDULE
186	- EQUIPMENT SCHEDULE
187	- INTERIOR ELEVATIONS
188	- INTERIOR ELEVATIONS
189	- STAIR DETAILS
190	- CABINET DETAILS
191	- MISCELLANEOUS DETAILS
192	- MISCELLANEOUS DETAILS

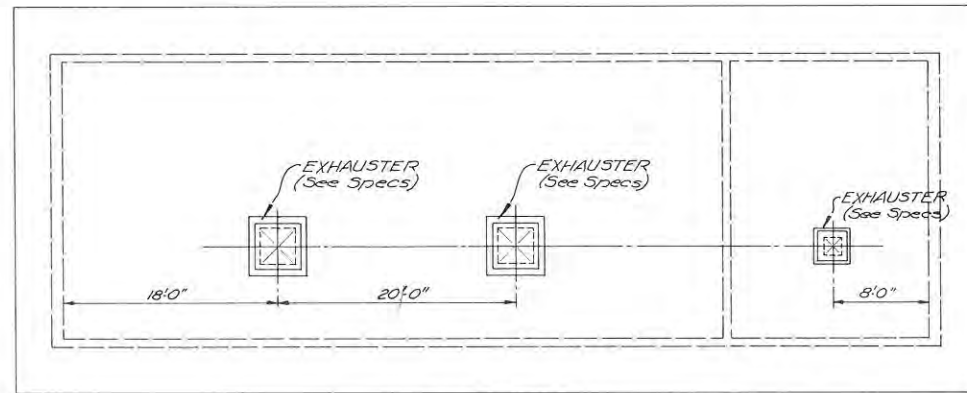
PART NO. 3

SH. NO.	TITLE
193	CONTROL BUILDING - HEATING, VENTILATING & AIR CONDITIONING - FLOOR PLANS AND SCHEDULE
194	- ROOF PLAN AND SCHEDULE
195	- PLANS AND DETAILS
196	- PIPING DIAGRAMS
197	- SECTIONS AND DIAGRAMS
198	- STRUCTURAL - FOUNDATION PLAN
199	- FIRST FLOOR FRAMING PLAN
200	- SECOND FLOOR FRAMING PLAN
201	- LOW ROOF OVERHANG FRAMING PLAN
202	- HIGH ROOF FRAMING PLAN
203	- FOUNDATION DETAILS
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205	- MISCELLANEOUS DETAILS
206	PUMPING PLANT - PIPEWORK AND EQUIPMENT - RAW SEWAGE PUMP INSTALLATION
207	PRIMARY DIGESTER NO. 3 - HEATING AND MIXING BUILDING NO. 2 - MODIFICATION DETAILS
208	HEATING AND MIXING BUILDING NO. 2 - ARCHITECTURAL - EXTERIOR ELEVATIONS AND DETAILS
209	SUPERNATANT/FILTRATE CONDITIONER - PIPEWORK AND EQUIPMENT - FLOATING AERATOR INSTALLATION
210	SURGE TOWER - PIPEWORK AND EQUIPMENT - PLAN AND SECTION
211	- DETAILS
212	- ARCHITECTURAL - EXTERIOR ELEVATIONS
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214	- MISCELLANEOUS DETAILS
215	- GENERAL NOTES AND DETAILS
216	MISCELLANEOUS DETAILS - SHEET NO. 1
217	- SHEET NO. 2
218	- SHEET NO. 3
219	YARD STRUCTURES - WASTE GAS BURNER DETAILS
220	- ELECTRICAL EQUIPMENT SLAB DETAILS
221	- DIESEL FUEL SYSTEM DETAILS
222	- GASOLINE TANK AND MISCELLANEOUS DETAILS
223	- WEATHER STATION AND MISCELLANEOUS DETAILS
224	- MAIN GATE AND SCREEN WALL DETAILS
225	YARD PIPEWORK DETAILS - MISCELLANEOUS DETAILS
226	SITE WORK - EXISTING CONDITION
227	- SLUDGE STORAGE AND HANDLING AREA
228	- WATER SYSTEMS
229	- GRADING AND PAVING - PLAN
230	- ENTRANCE DETAILS
231	- FENCE LAYOUT
232	- LANDSCAPING - PLANTING PLAN
233	- IRRIGATION SYSTEM
234	- PART IRRIGATION SYSTEM
235	- MISCELLANEOUS DETAILS
236	LOG OF BORINGS - BORING NO. 1 THRU NO. 7 AND KEY PLAN
237	- BORING NO. 8, NO. 9 AND SAMPLE DATA
E-1	238 ELECTRICAL - SYMBOL LIST
E-2	239 - MAIN SWITCHGEAR AND DISTRIBUTION - ONE LINE DIAGRAM
E-3	240 - ONE LINE DIAGRAM - MCC-1
E-4	241 - MCC-2
E-5	242 - MCC-3
E-6	243 - MCC-4
E-7	244 - MCC-5
E-8	245 - MCC-6
E-9	246 - MCC-7
E-10	247 - MCC-8
E-11	248 - MAIN SWITCHGEAR AND UNIT SUBSTATION - PLANS
E-12	249 - SITE PLAN - NORTH
E-13	250 - SOUTH
E-14	251 - PRIMARY CLARIFIERS - PLAN
E-15	252 - SLUDGE PUMP ROOM NO. 1 - POWER PLAN
E-16	253 - ROTATING BIOLOGICAL CONTACTORS - PLAN
E-17	254 - BLOWER ROOM - PLANS
E-18	255 - SLUDGE PUMP ROOM NO. 2 - PLANS
E-19	256 - SECONDARY CLARIFIERS - PLAN
E-20	257 - EFFLUENT PUMP STATION AND SCREENS - PLANS
E-21	258 - RECLAIMED WATER PUMP PIT - PLANS
E-22	259 - SLUDGE THICKENERS - PLANS
E-23	260 - PRIMARY DIGESTERS - HEATING AND MIXING BUILDING - POWER PLAN
E-24	261 - LIGHTING PLAN
E-25	262 - SLUDGE DEWATERING BUILDING - PLAN
E-26	263 - GENERATOR, HYPOCHLORITE AND SHOP BUILDING - LIGHTING PLAN
E-27	264 - POWER PLAN
E-28	265 - CONTROL BUILDING - LIGHTING PLAN
E-29	266 - POWER PLAN
E-30	267 - CONTROL BUILDING LABS - POWER PLAN
E-31	268 - DETAILS - SHEET 1
E-32	269 - LIGHTING FIXTURE SCHEDULE AND DETAILS
E-33	270 - MISCELLANEOUS WIRING DIAGRAMS - SHEET 1
E-34	271 - SHEET 2
E-35	272 - DATA LOGGER SYSTEM - SCHEMATIC CONNECTION DIAGRAM
E-36	273 - COMMUNICATIONS SYSTEMS - BLOCK DIAGRAMS
E-37	274 - PANEL SCHEDULES - SHEET 1
E-38	275 - SHEET 2
E-39	276 - SHEET 3
E-40	277 - SHEET 4
E-41	278 - CONDUIT SCHEDULES - SHEET 1
E-42	279 - SHEET 2
E-43	280 - SHEET 3
E-44	281 - SHEET 4
E-45	282 - SITE PLAN - PARKING LOT LIGHTING
E-46	283 - MISCELLANEOUS PLANS - EXISTING PLANT
E-47	284 - MISCELLANEOUS WIRING DIAGRAMS - SHEET 3
E-48	285 - SHEET 4
E-49	286 - DETAILS - SHEET 2





DECK PLAN
Scale 1/4" = 1'-0"

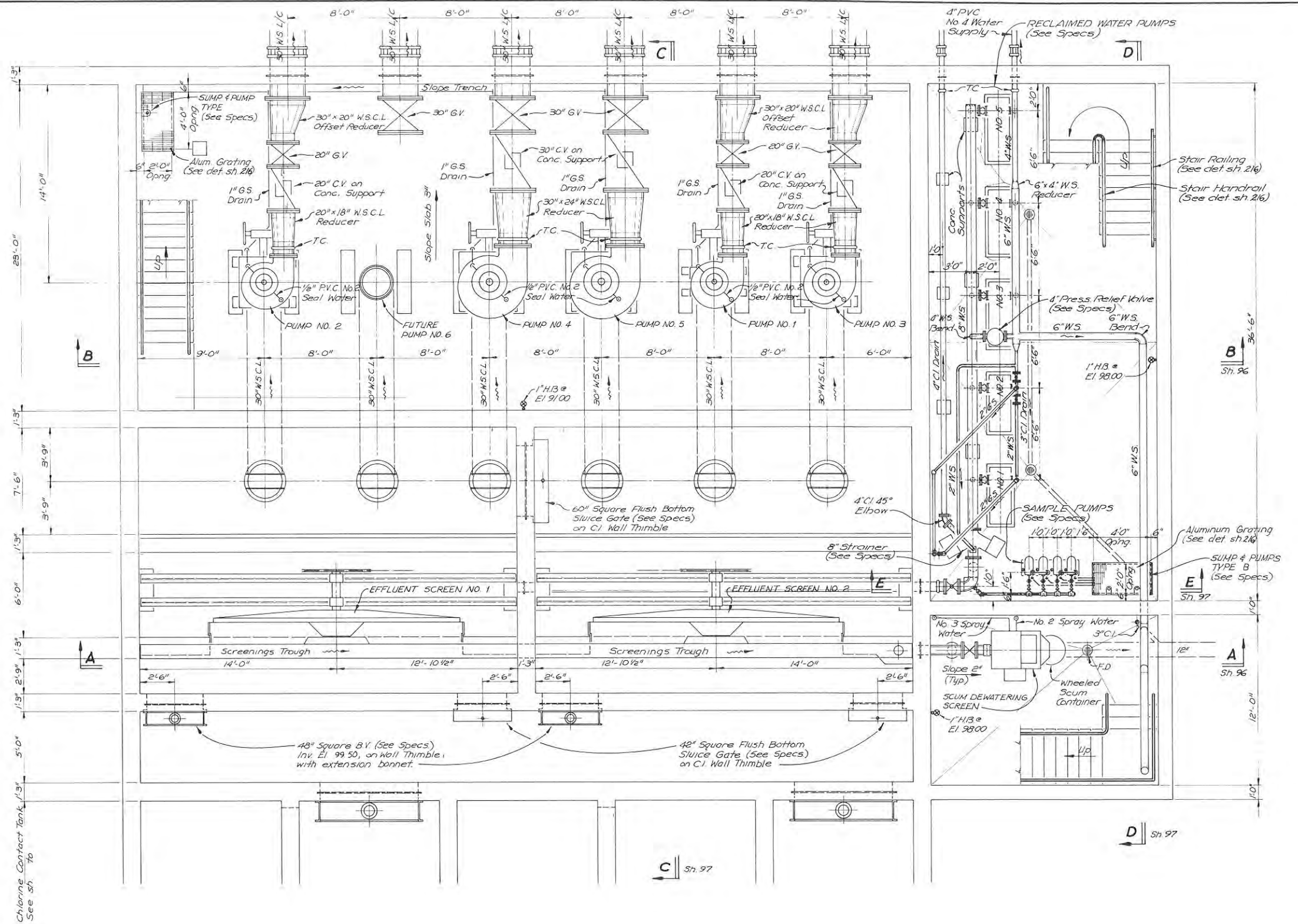


ROOF PLAN
Scale 1/8" = 1'-0"



EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA
WATER QUALITY MANAGEMENT PROGRAM - PHASE I
UNION S.D. - WASTEWATER TREATMENT FACILITY
EFFLUENT PUMP STATION COMPLEX
PIPEWORK AND EQUIPMENT
ROOF PLAN AND DECK PLAN

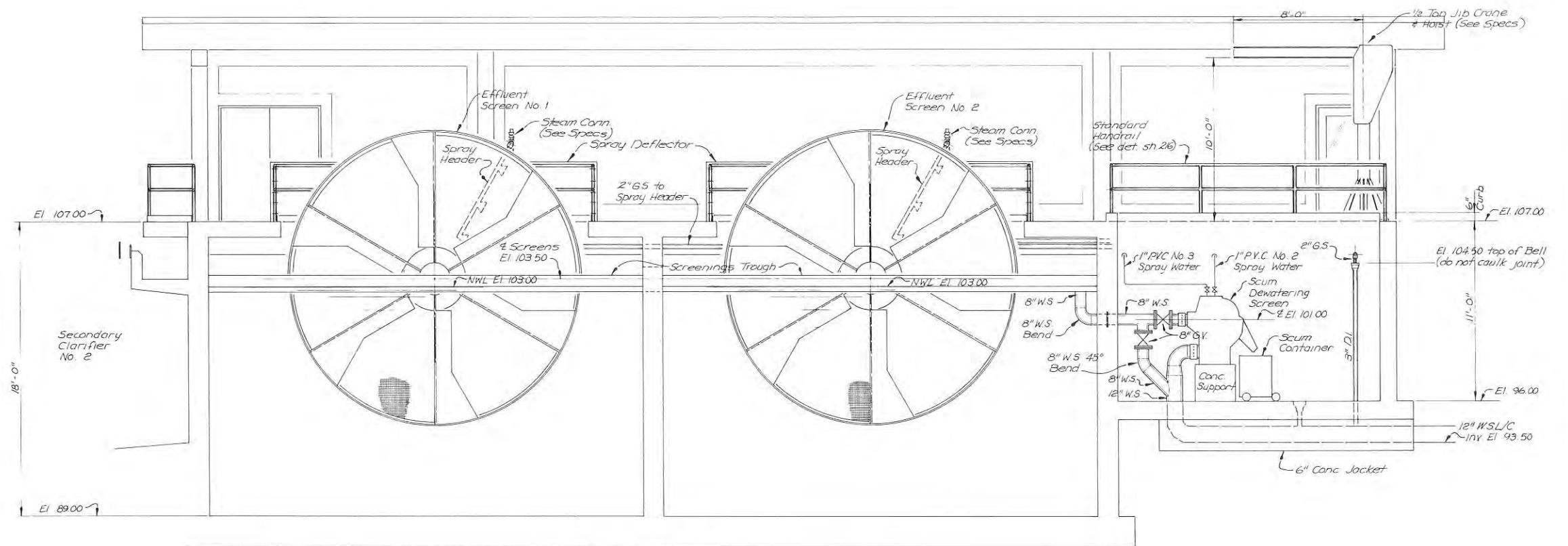
JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS
Drawn by: LLK
Des/Chkd by: DAB
Scale: 1/4" = 1'-0"
Date: 4-77/2-78



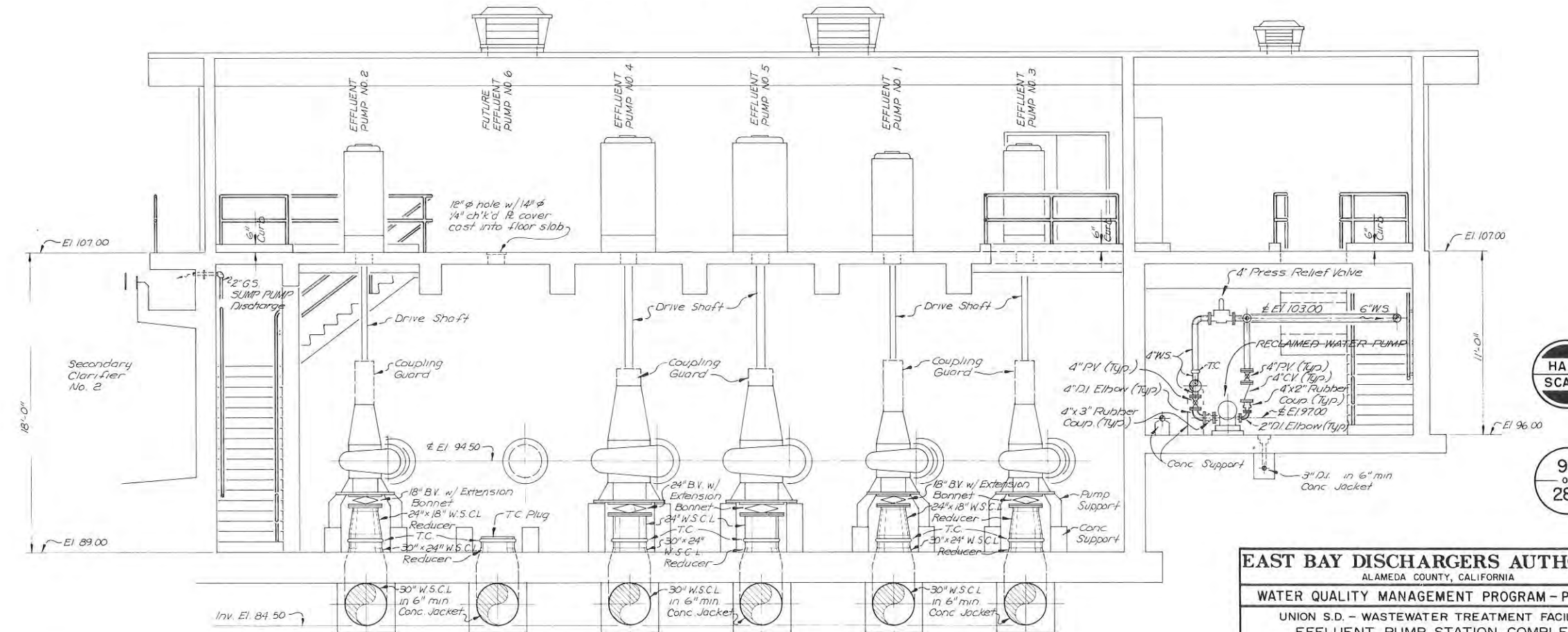
HALF
SCALE

95
OF
286

EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
PIPEWORK AND EQUIPMENT	
SECTIONAL PLAN	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
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Des/Chkd by: DAB	Date: 4-77/2-78



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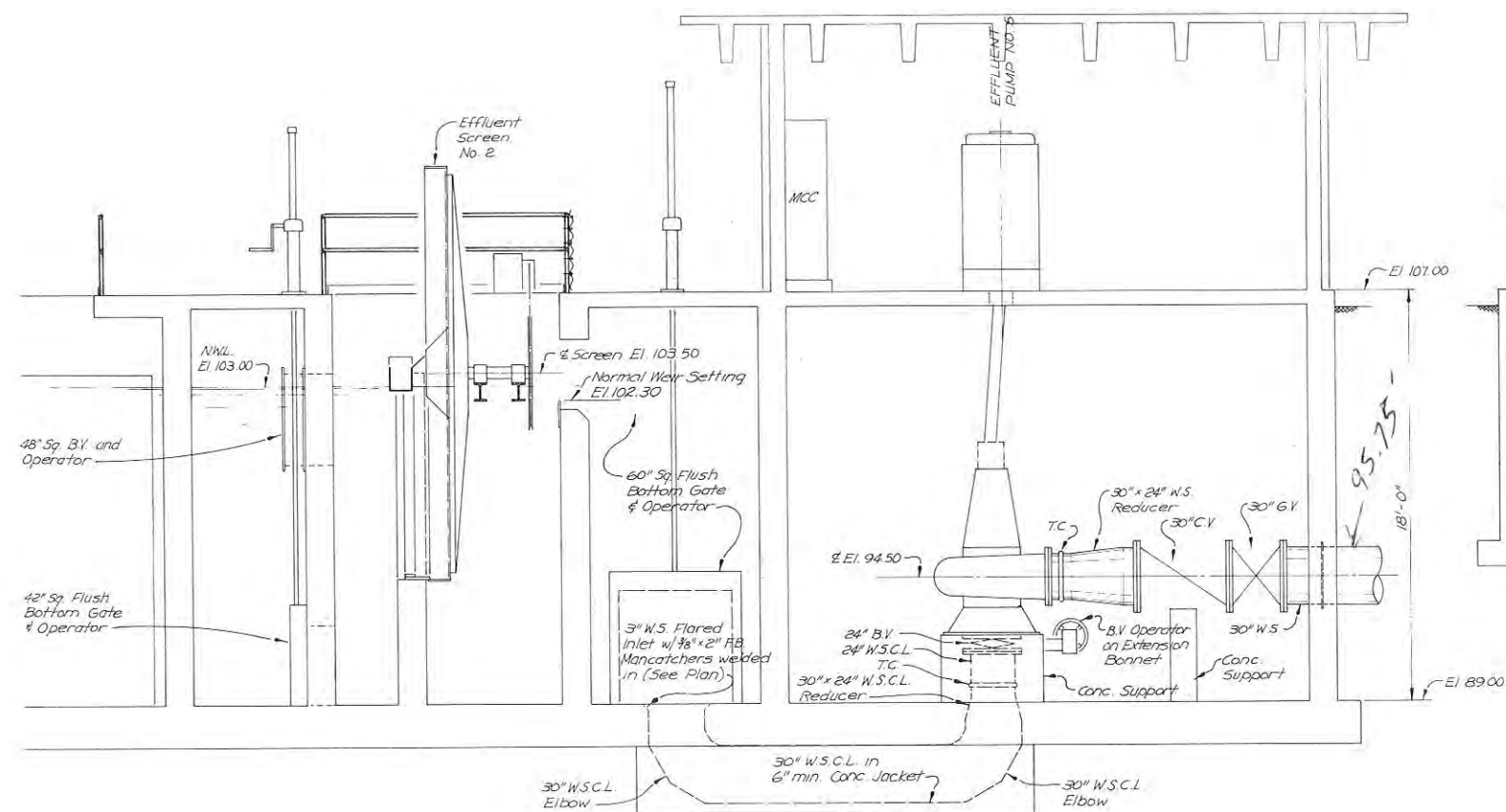


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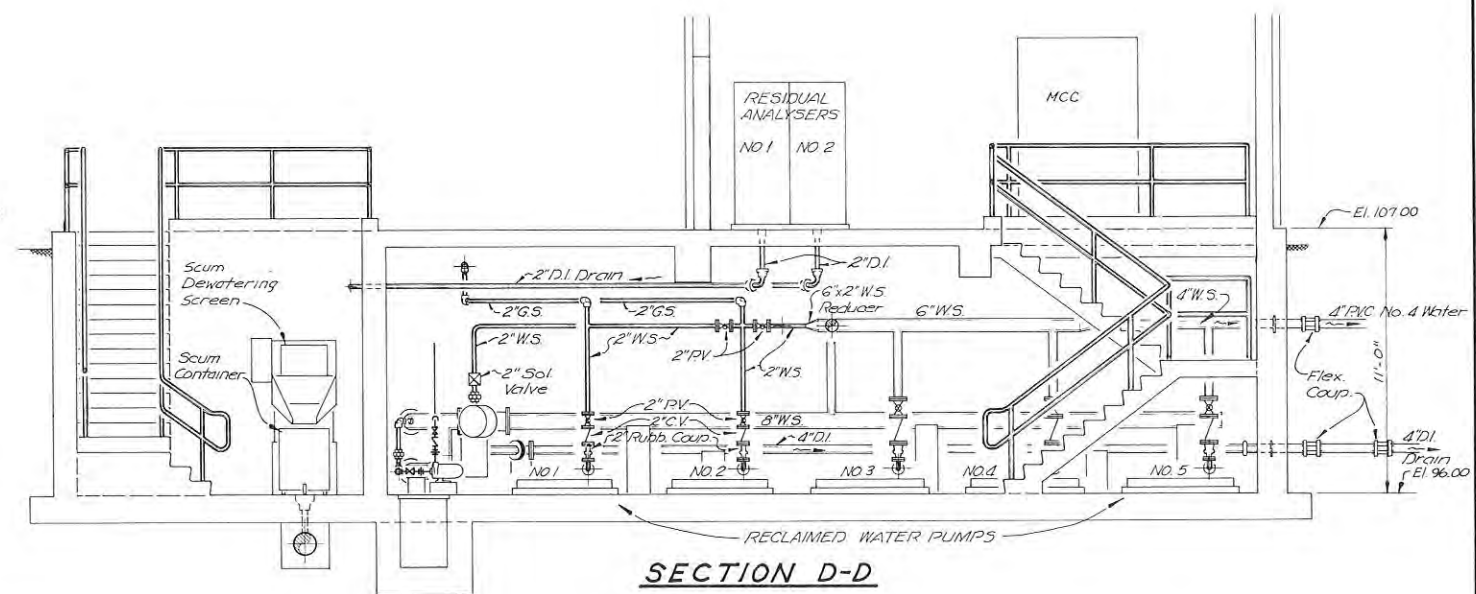
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OF
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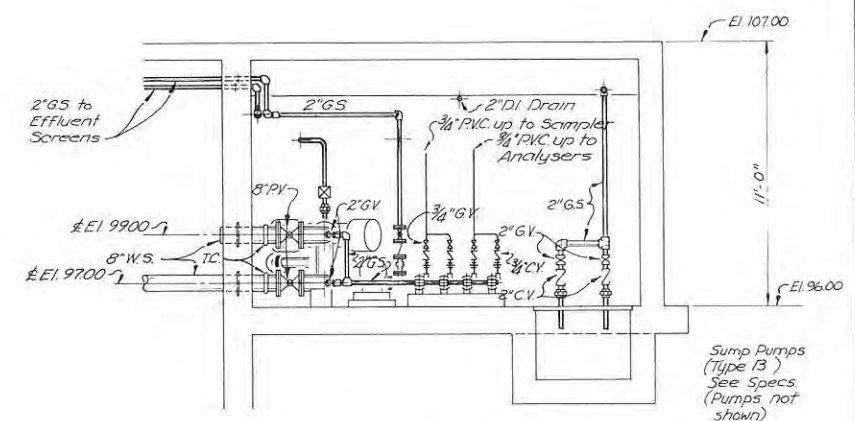
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ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
PIPEWORK AND EQUIPMENT	
SECTIONS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: L.L.K.	Scale: 1/4" = 1'-0"
Des/Chkd by: DAB	Date: 4-77/2-78



SECTION C-C



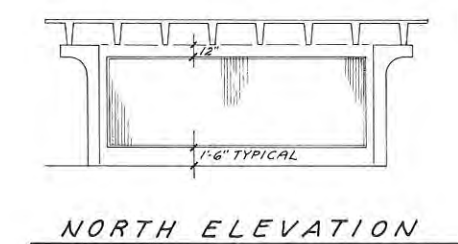
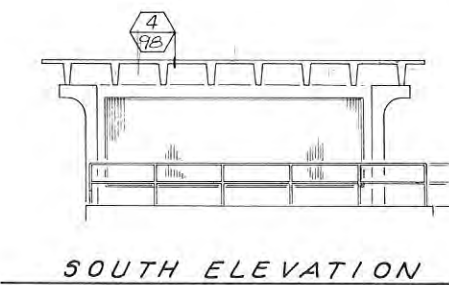
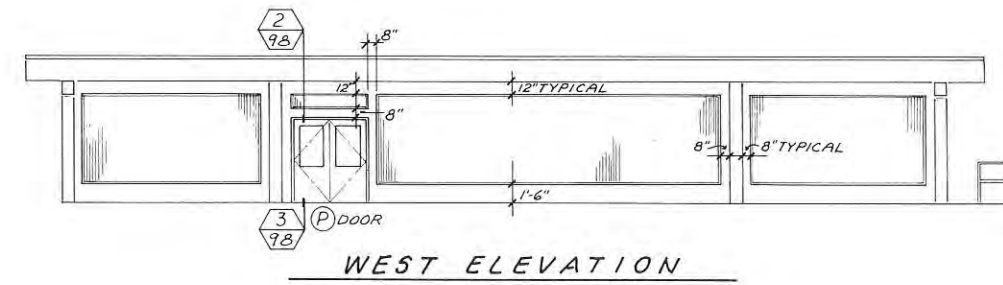
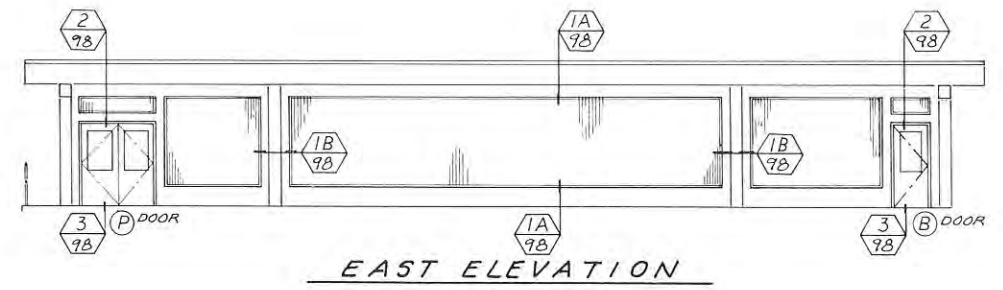
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SECTION E-E



EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
PIPEWORK AND EQUIPMENT SECTIONS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: L.L.K.	Scale: 1/4" = 1'-0"
Des/Chkd by: DAB	Date: 4/77/2-78



ALUM. JOINT COVER AS REQD W/2-#10 x 1 3/4" FHWS'S 1 1/2" INSULATION BOARD BUILT-UP ROOFING 2x4 FIELD FORMED FLASHING EXP JOINTS EXTRUDED ALUMINUM GRAVEL STOP 3'-1'-0"	1 3/4" x 4" ALUMINUM FRAME WITH CLOSER ALUMINUM DOOR DOOR DIMENSION 3'-1'-0"	WALL SECTION MAXIMUM RELIEF 1 3/4" 3/4" = 1'-0"
ROOF EDGE 4	DOOR HEAD JAMB SIM. 2	CONCRETE FORMLINER 1
ALUMINUM DOOR 1/4" x 1/2" x 1/4" EXTRUDED ALUMINUM ANGLE W/ ALUM. ANCHOR 3'-1'-0"		
DOOR SILL 3		

HALF SCALE

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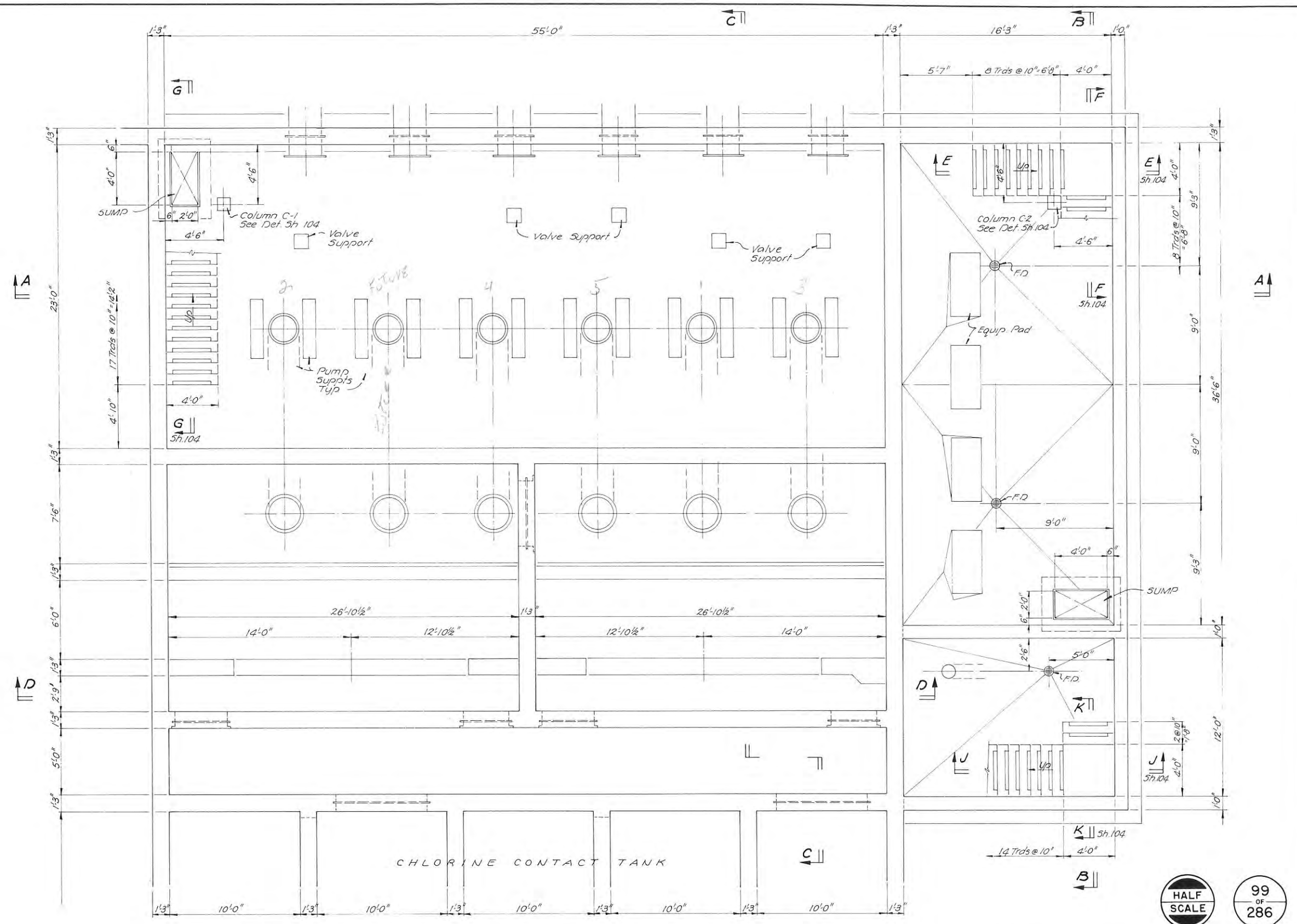
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ALAMEDA COUNTY, CALIFORNIA

WATER QUALITY MANAGEMENT PROGRAM - PHASE I

UNION S.D. - WASTEWATER TREATMENT FACILITY
EFFLUENT PUMP STATION COMPLEX
ARCHITECTURAL
EXTERIOR ELEVATIONS

JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS

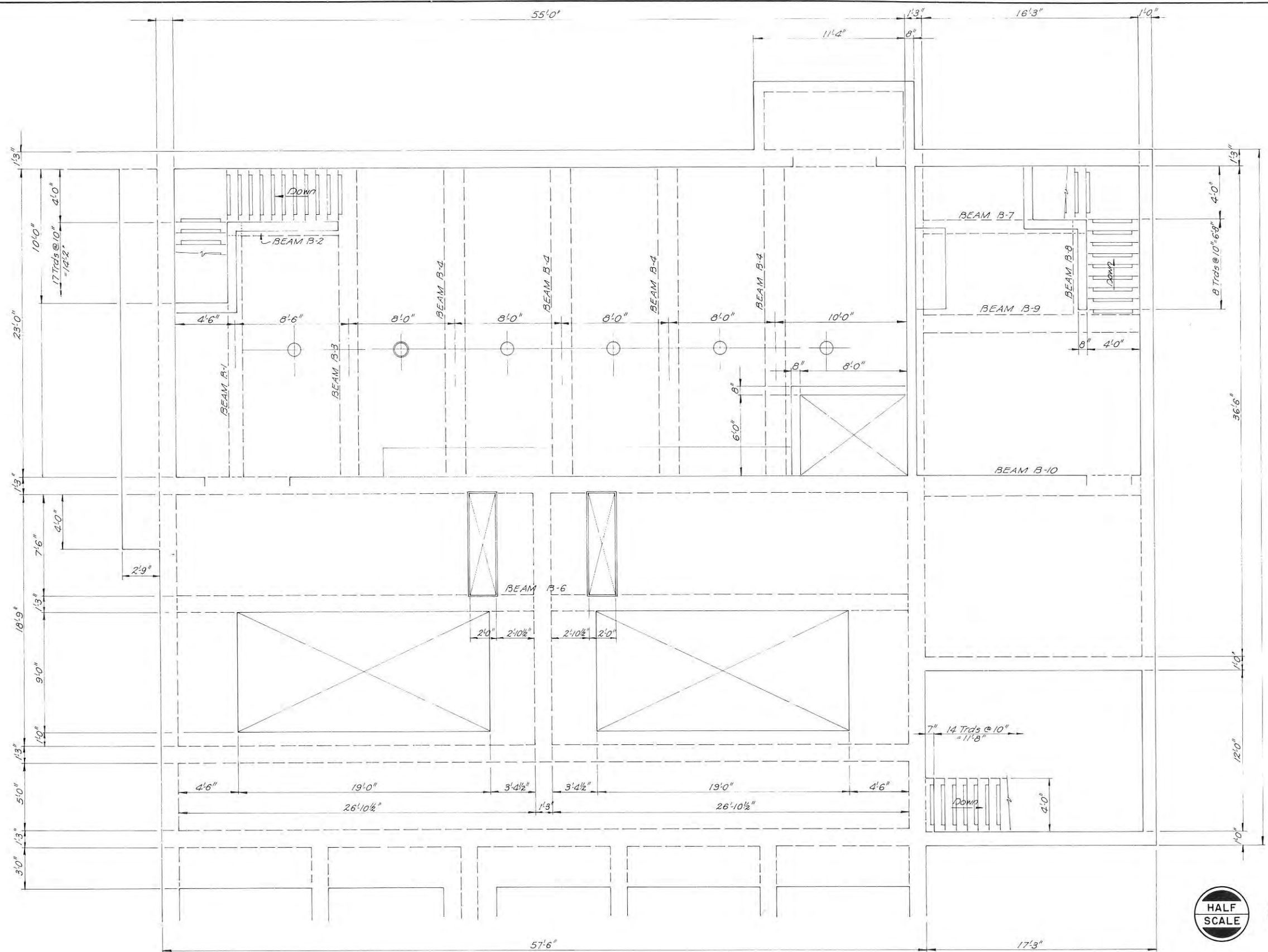
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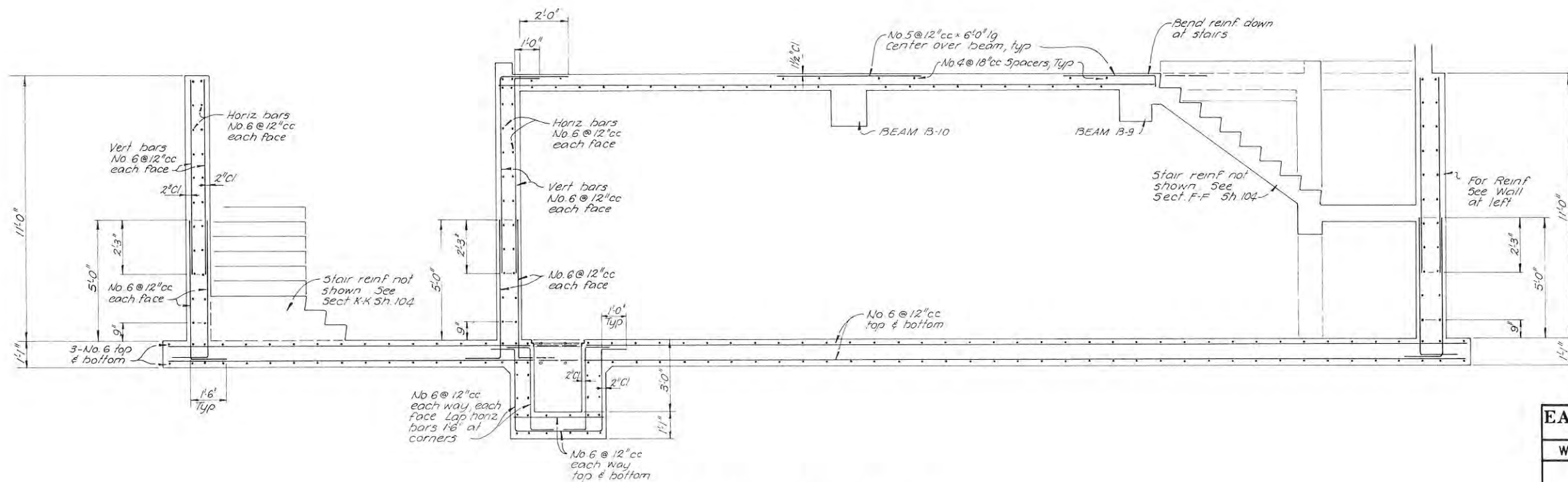
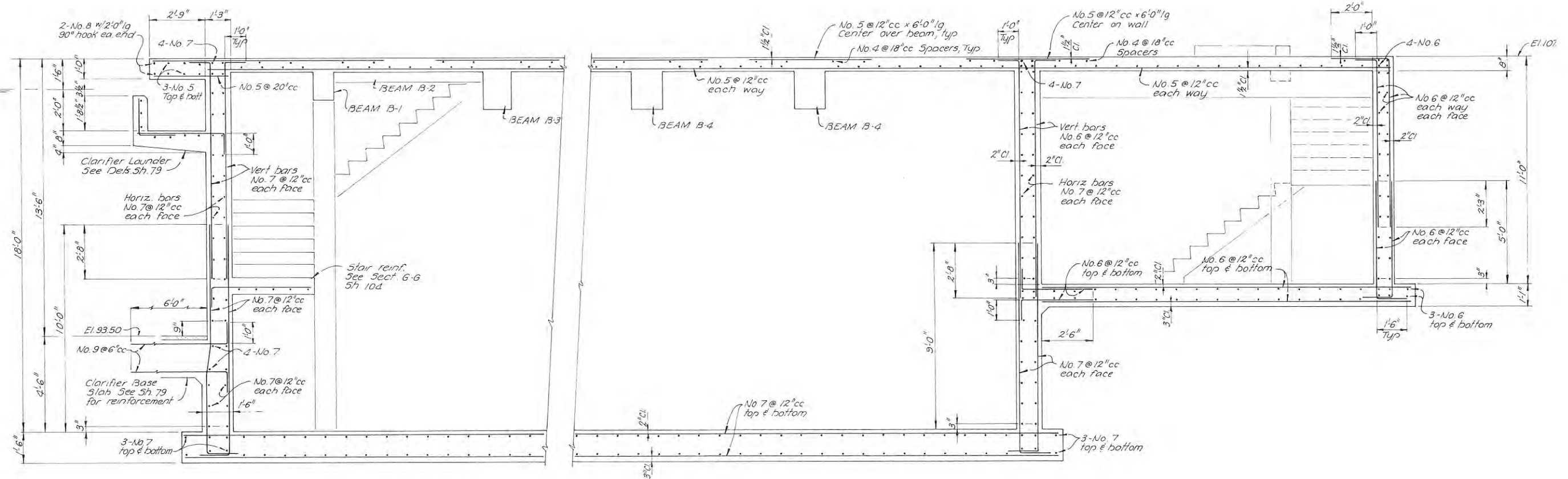
HALF
SCALE

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OF
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EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
STRUCTURAL	
SECTIONAL PLAN	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
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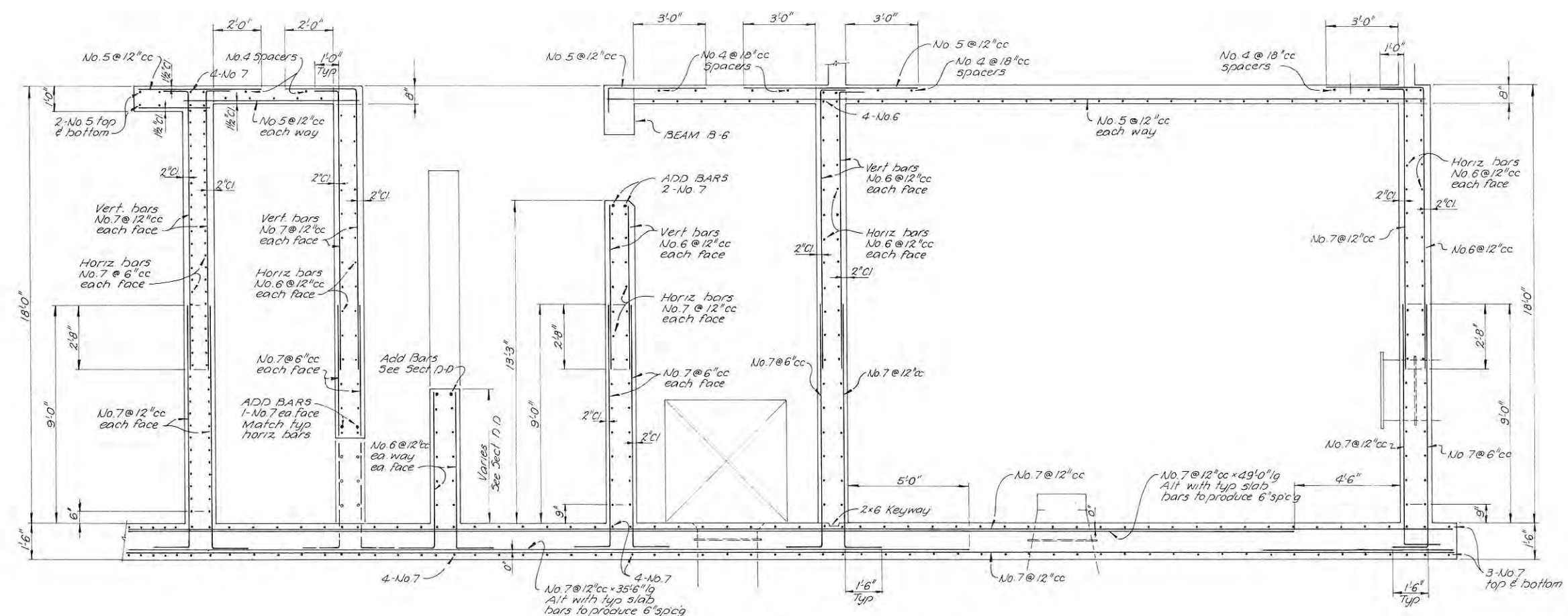


EAST BAY DISCHARGERS AUTHORITY			
ALAMEDA COUNTY, CALIFORNIA			
WATER QUALITY MANAGEMENT PROGRAM - PHASE I			
UNION S.D. - WASTEWATER TREATMENT FACILITY			
EFFLUENT PUMP STATION COMPLEX			
STRUCTURAL			
DECK PLAN			
JENKS & HARRISON			
CONSULTING SANITARY & CIVIL ENGINEERS			
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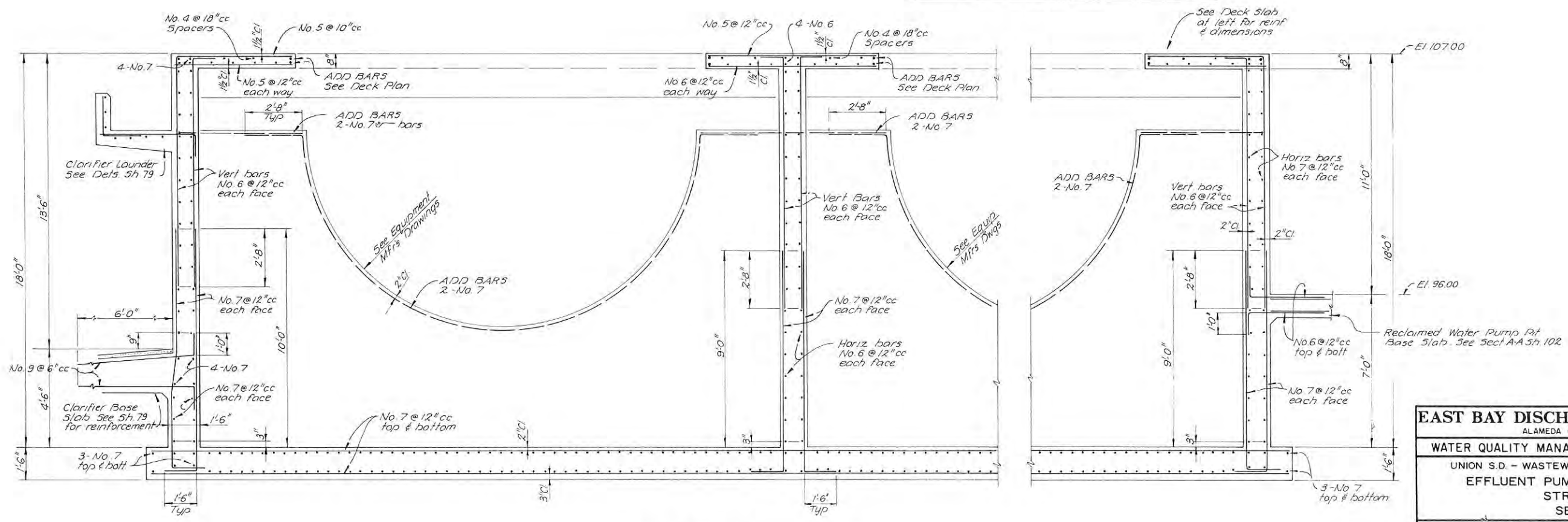


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OF
286

EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
STRUCTURAL SECTIONS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
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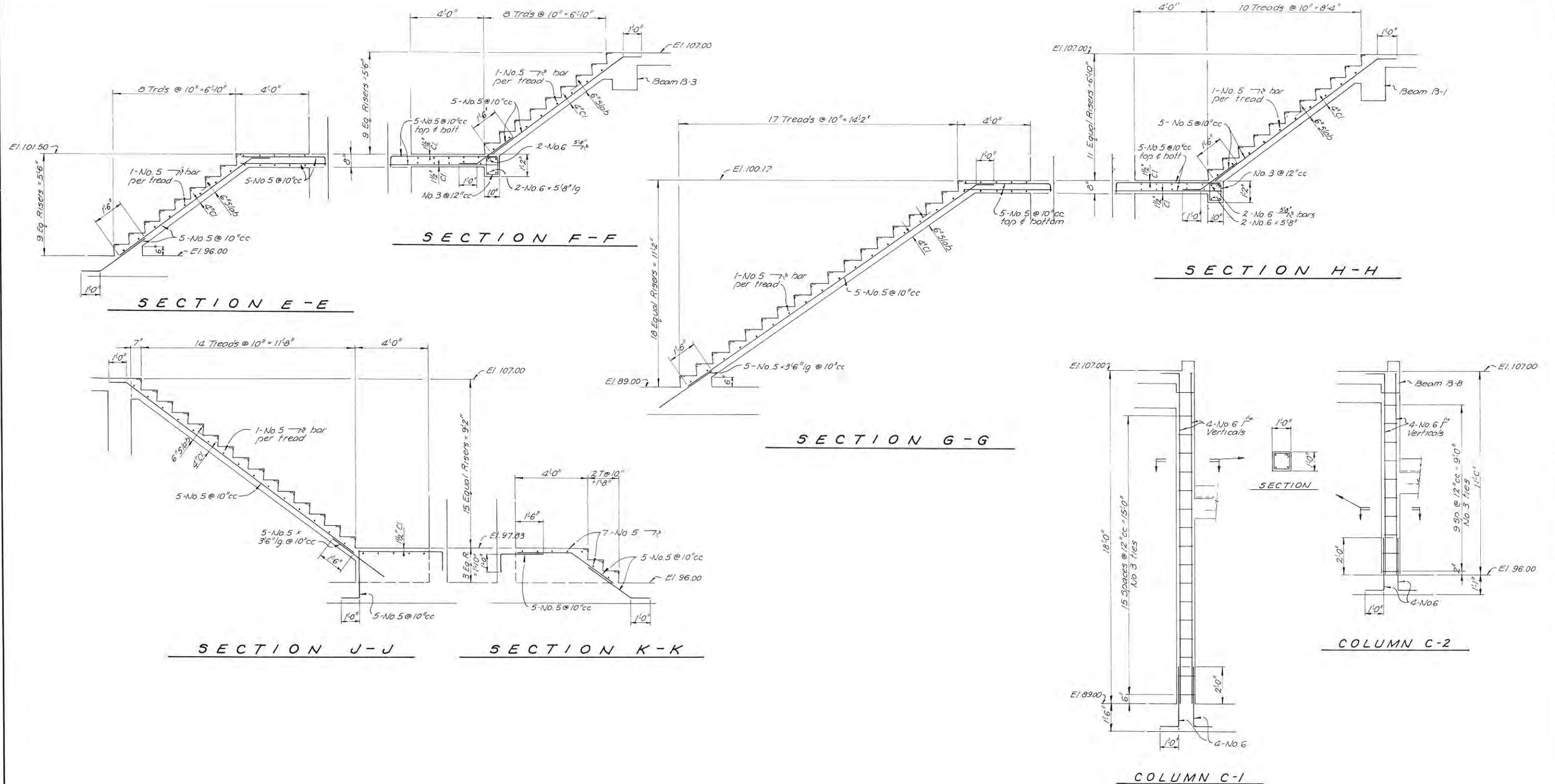
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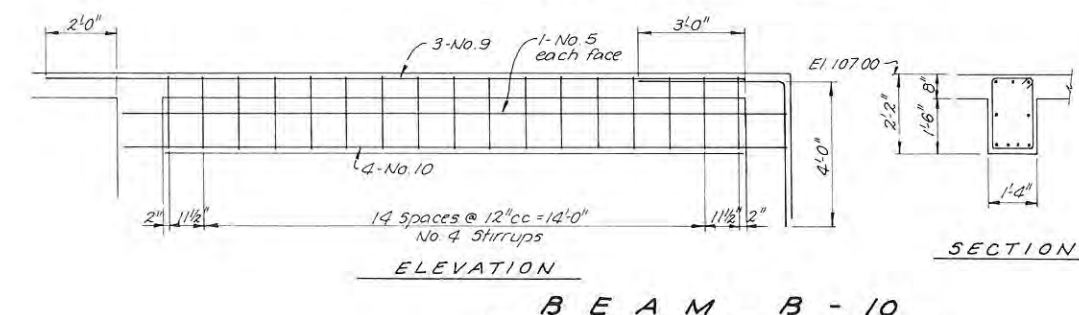
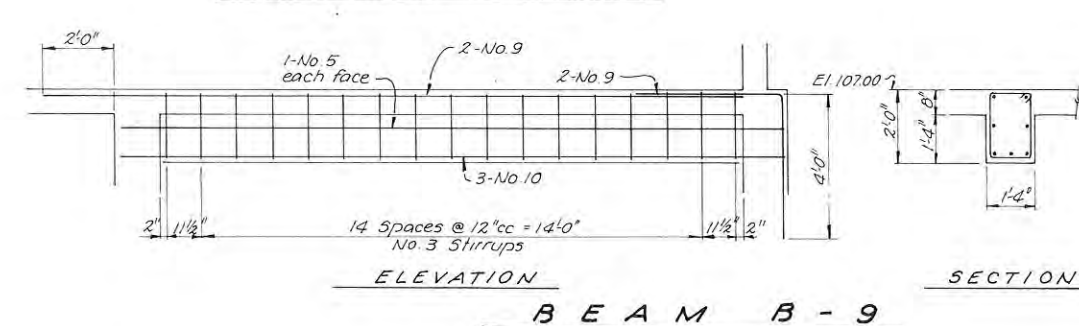
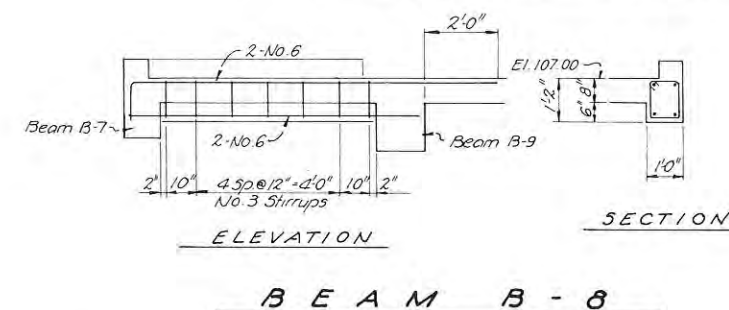
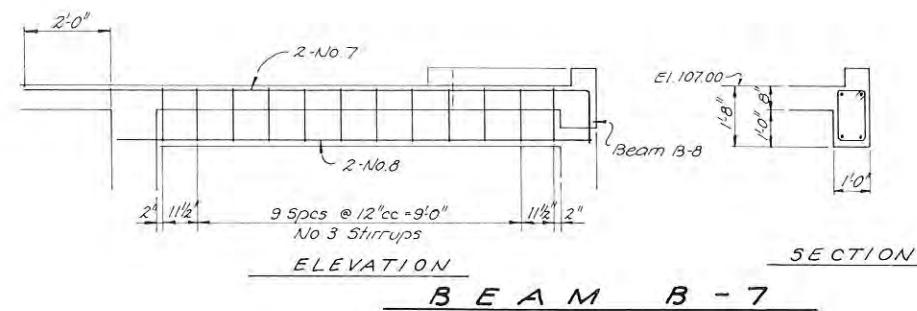
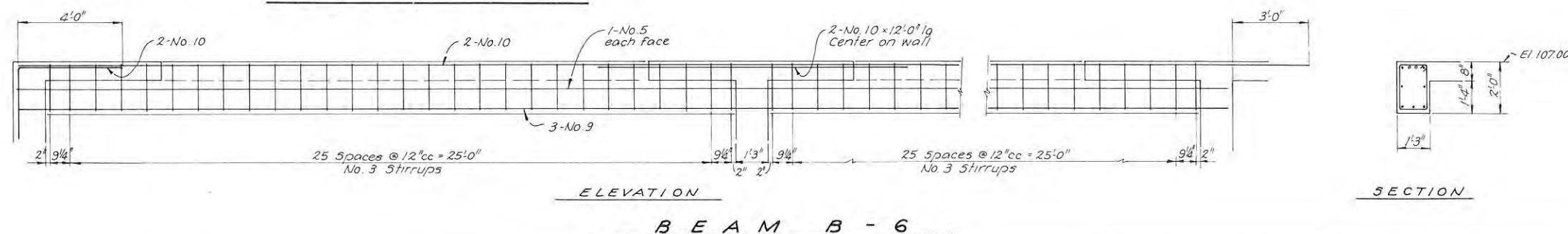
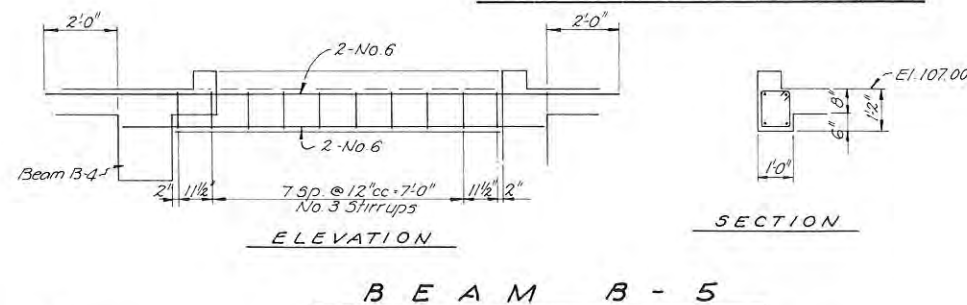
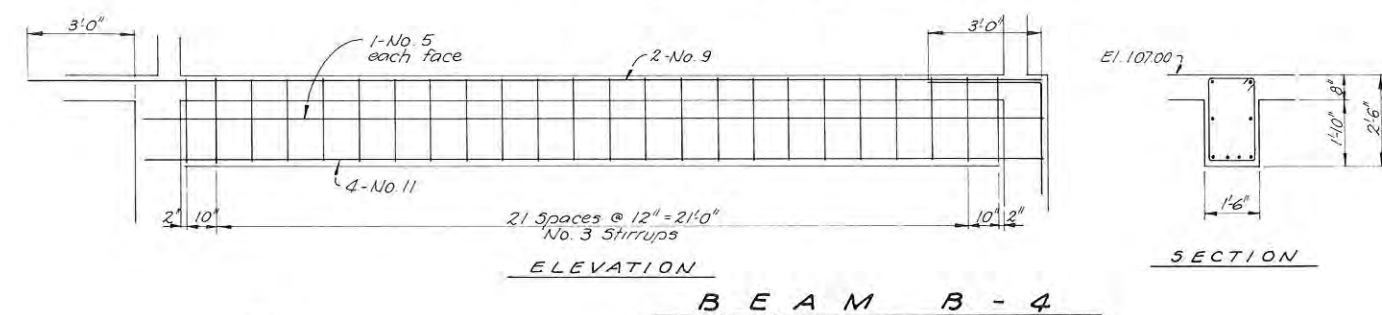
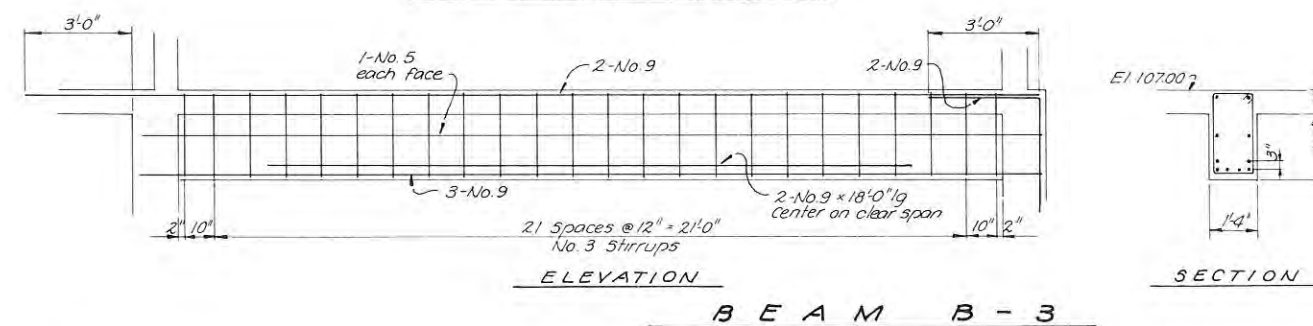
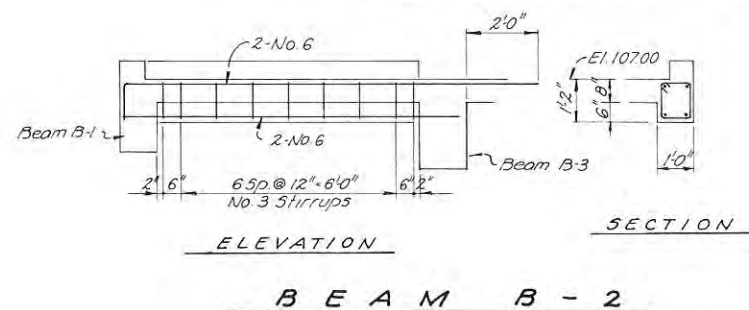
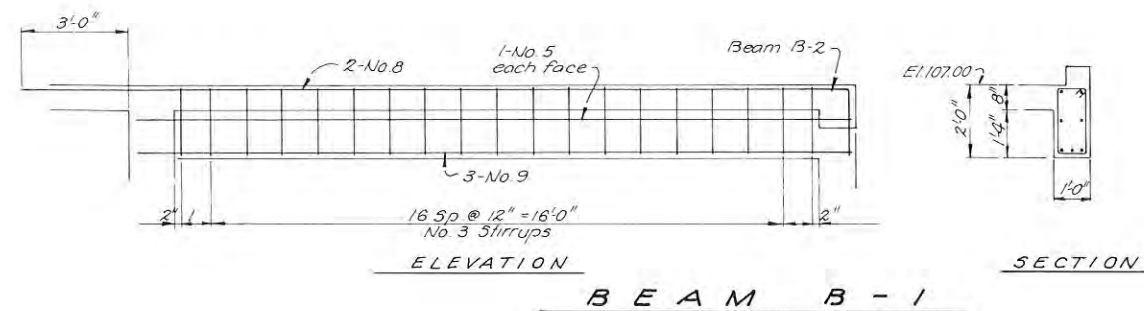


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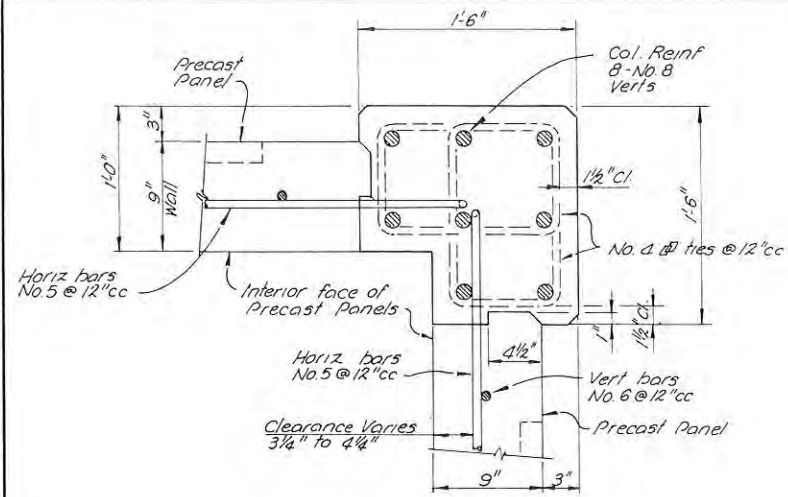
HALF SCALE
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EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
STRUCTURAL SECTIONS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
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Des/Chkd by: AGE	Date: 4-77/2-78

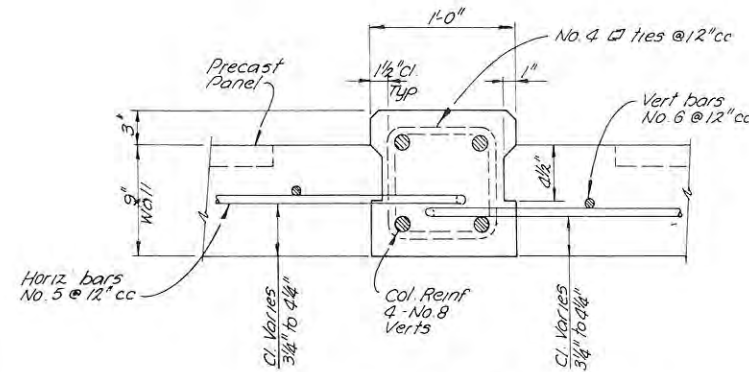




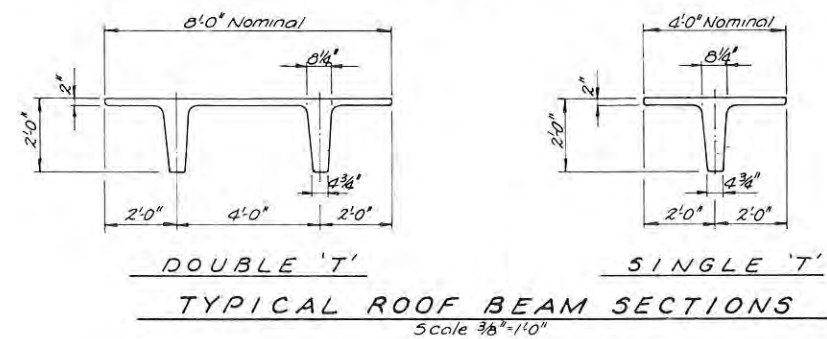
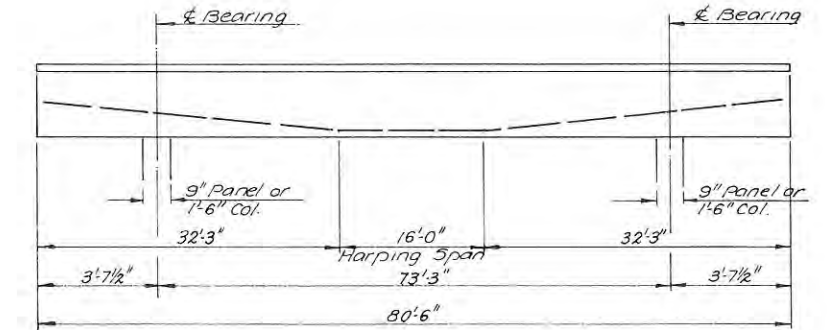
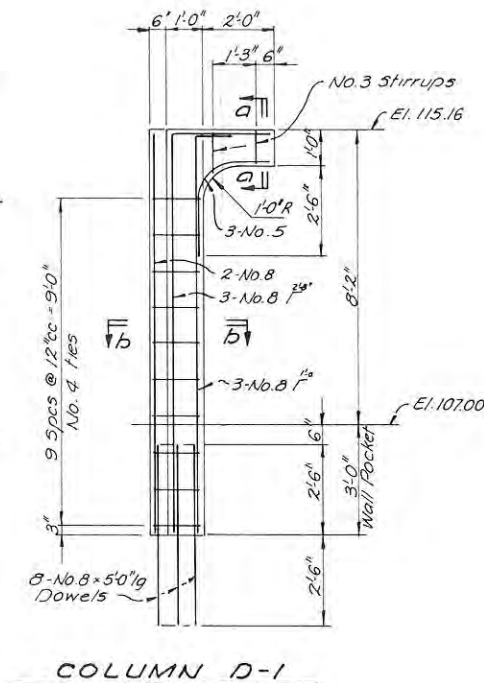
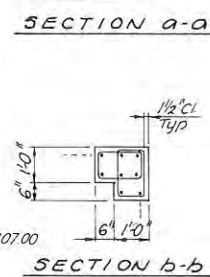
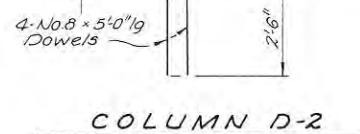
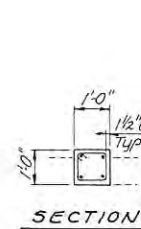
EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
STRUCTURAL	
BEAM DETAILS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: MR	Scale: 3/8" = 1'-0"
Des/Chkd by: AGE	Date: 4-77/2-78



CORNER COLUMN DET.
Scale 1 1/2" = 1'-0"



INTERMEDIATE COL. DET.
Scale 1 1/2" = 1'-0"



EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
EFFLUENT PUMP STATION COMPLEX	
STRUCTURAL	
SUPERSTRUCTURE DETAILS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: MR	Scale: AS NOTED
Des/Chkd by: AGE	Date: 4-77 / 2-78

Exhibit C

Depiction of Surge Tower

Appendix 152
Added

EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

PLANS
FOR THE CONSTRUCTION OF
UNION SANITARY DISTRICT
WASTEWATER TREATMENT FACILITY
PROJECT 57402 / 57403

OFFICE OF THE MANAGER
EAST BAY DISCHARGERS AUTHORITY
HAYWARD CITY CENTER BUILDING
SUITE 602
22300 FOOTHILL BOULEVARD
HAYWARD, CALIFORNIA
94541

EAST BAY DISCHARGERS AUTHORITY
WAYNE A. BRUCE.....MANAGER

UNION SANITARY DISTRICT
N. DANIELS.....GEN. MANAGER & DIST. ENGINEER

JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS
PALO ALTO, CALIFORNIA

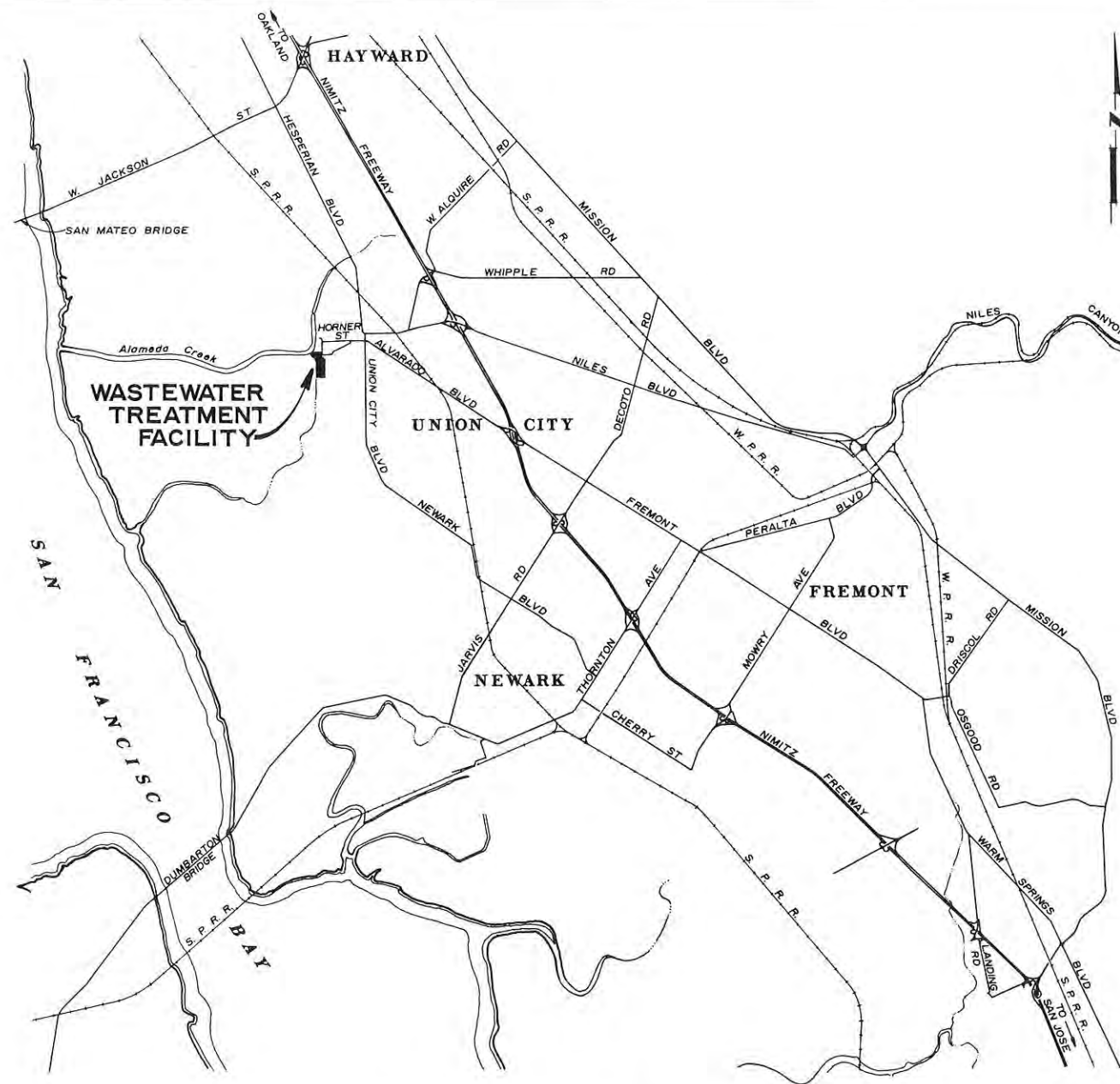
1978

PART 3 OF 3



EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
PROJECT LOCATION MAP AND INDEX TO PLANS SUMMARY	
JENKS & HARRISON CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: SLH	Scale: AS NOTED
Des/Chkd by: JHJ	Date: 4-77 / 2-78

SUBMITTED BY John H. Jenks R.E. NO. 8120
CONSULTING SAN. ENGR.
APPROVED BY Wayne A. Bruce R.E. NO. 13060
E.B. DISCHARGERS AUTHORITY
APPROVED BY N. Daniels R.E. NO. 11366
UNION SANITARY DISTRICT



PROJECT LOCATION MAP

3000 0 3000 6000 9000 12000 15000 18000 21000
SCALE IN FEET

DATUM

ELEVATIONS SHOWN ON THESE PLANS ARE BASED
ON THE U.S.C. & G.S. MEAN SEA LEVEL DATUM
OF 1927 (ADJUSTED 1959) PLUS 100 FEET.

INDEX TO PLANS SUMMARY

(COMPLETE INDEX TO PLANS LISTED ON SHEET 2)

PART NO. 1

SHEET NUMBERS	SUBJECT
1 THRU 7	DESIGN DATA
8 THRU 11	SITE PLAN AND PLANT LAYOUTS
12 THRU 41	PRIMARY CLARIFIER COMPLEX
42 THRU 68	ROTATING BIOLOGICAL CONTACTOR COMPLEX
69 THRU 86	SECONDARY CLARIFIER COMPLEX
87 THRU 89	EFFLUENT METER PIT AND CHLORINE MIX CHAMBER
90 THRU 93	CHLORINE CONTACT TANK

PART NO. 2

SHEET NUMBERS	SUBJECT
94 THRU 106	EFFLUENT PUMP STATION COMPLEX
107 THRU 118	DEGRITTER BUILDING AND SLUDGE THICKENERS
119 THRU 127	PRIMARY DIGESTERS
128 THRU 132	HEATING AND MIXING BUILDING NO. 1
133 THRU 143	SECONDARY DIGESTERS
144 THRU 151	SLUDGE DEWATERING BUILDING
152 THRU 173	MAINTENANCE SHOP BUILDING
174 THRU 192	CONTROL BUILDING - ARCHITECTURAL

PART NO. 3

SHEET NUMBERS	SUBJECT
193 THRU 205	CONTROL BUILDING - HVAC AND STRUCTURAL
206 THRU 209	EXISTING STRUCTURE MODIFICATIONS
210 THRU 215	SURGE TOWER
216 THRU 218	MISCELLANEOUS DETAILS
219 THRU 225	YARD STRUCTURES
226 THRU 235	SITE WORK
236 THRU 237	LOG OF BORINGS
238 THRU 286	ELECTRICAL

PART NO. 1

SH. NO.	TITLE
1	PROJECT LOCATION MAP AND INDEX TO PLANS SUMMARY
2	INDEX TO PLANS
3	WASTEWATER TREATMENT PLANT - DESIGN ANALYSIS
4	- FLOW DIAGRAM
5	- HYDRAULIC PROFILE
6	- ARCHITECTURAL PERSPECTIVE
7	- PICTORIAL PLAN
8	- SITE PLAN
9	- PLANT LAYOUT - EXISTING CONDITION
10	- SOUTHERLY PORTION
11	- NORTHERLY PORTION
12	CONTROL BOX NO. 1 - PIPEWORK AND EQUIPMENT - PLANS AND DETAILS
13	- SECTIONS AND DETAILS
14	- STRUCTURAL - PLANS AND DETAILS
15	- SECTIONS
16	PRIMARY CLARIFIERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
17	- DECK PLAN
18	- SECTIONAL PLAN
19	- PIPING PLAN UNDER SLAB
20	- SECTIONS AND DETAILS
21	- STRUCTURAL - SECTIONAL PLAN AT ELEV. 102.0
22	- SECTIONAL PLAN AT ELEV. 109.5
23	- DECK PLAN
24	- TYPICAL BASE SLAB PLAN
25	- SECTIONAL PLAN AND DETAILS
26	- SECTIONS
27	- SECTIONS
28	- SECTIONS AND DETAILS
29	- SCUM PIT DETAILS
30	SLUDGE PUMP ROOM NO. 1 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
31	- STRUCTURAL - PLANS
32	- WALL INTERSECTION DETAILS
33	- SECTIONS
34	- SECTIONS AND DETAILS
35	PRIMARY CLARIFIER BUILDING - ARCHITECTURAL - EXTERIOR ELEVATIONS
36	- MISCELLANEOUS DETAILS
37	- STRUCTURAL - FLOOR PLAN
38	- ROOF PLAN
39	- WALL PANEL DETAILS
40	- COLUMN AND MISC. DETAILS
41	- ROOF BEAM DETAILS
42	CONTROL BOX NO. 2 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
43	- STRUCTURAL - PLANS AND DETAILS
44	- SECTIONS
45	ROTATING BIOLOGICAL CONTACTORS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
46	- ROOF PLAN
47	- DECK PLAN AND SECTIONS
48	- SECTIONAL PLAN
49	- TYPICAL PLAN
50	- SECTIONS AND DETAILS
51	- STRUCTURAL - SECTIONAL PLAN
52	- DECK PLAN
53	- WALL INTERSECTION DETAILS
54	- SECTIONS
55	- SECTIONS AND DETAILS
56	CONTROL BOX NO. 3 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
57	- STRUCTURAL - PLANS AND SECTIONS
58	BLOWER ROOM - PIPEWORK AND EQUIPMENT - PLAN AND SECTION
59	- SECTIONS AND DETAILS
60	- STRUCTURAL - PLAN AND SECTIONS
61	- SECTIONAL PLAN AND SECTIONS
62	- SECTIONS AND DETAILS
63	ROTATING BIOLOGICAL CONTACTOR BUILDING - ARCHITECTURAL - EXTERIOR ELEVATIONS
64	- STRUCTURAL - FLOOR PLAN
65	- ROOF PLAN
66	- WALL PANEL DETAILS
67	- COLUMN AND MISC. DETAILS
68	- ROOF BEAM DETAILS
69	SECONDARY CLARIFIERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
70	- DECK PLAN
71	- SECTIONAL PLAN
72	- SECTIONS AND DETAILS
73	- STRUCTURAL - SECTIONAL PLAN AT ELEV. 100.0
74	- SECTIONAL PLAN AT ELEV. 106.0
75	- DECK PLAN
76	- TYPICAL BASE SLAB PLAN
77	- PLANS, SECTIONS AND DETAILS
78	- SECTIONAL PLAN AND DETAILS
79	- SECTIONS
80	- SECTIONS
81	- SECTIONS AND DETAILS
82	SLUDGE PUMP ROOM NO. 2 - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
83	- ARCHITECTURAL - EXTERIOR ELEVATIONS
84	- STRUCTURAL - PLANS
85	- SECTIONS
86	- SUPERSTRUCTURE DETAILS
87	EFFLUENT METER PIT AND CHLORINE MIX CHAMBER - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
88	- STRUCTURAL - PLANS
89	- SECTIONS
90	CHLORINE CONTACT TANK - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
91	- STRUCTURAL - PLANS
92	- WALL INTERSECTION DETAILS
93	- SECTIONS

PART NO. 2

SH. NO.	TITLE
94	EFFLUENT PUMP STATION COMPLEX - PIPEWORK AND EQUIPMENT - ROOF PLAN AND DECK PLAN
95	- SECTIONAL PLAN
96	- SECTIONS
97	- SECTIONS
98	- ARCHITECTURAL - EXTERIOR ELEVATIONS
99	- STRUCTURAL - SECTIONAL PLAN
100	- DECK PLAN
101	- WALL INTERSECTION DETAILS
102	- SECTIONS
103	- SECTIONS
104	- SECTIONS AND DETAILS
105	- BEAM DETAILS
106	- SUPERSTRUCTURE DETAILS
107	DEGRITTER BUILDING AND SLUDGE THICKENERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
108	- PLANS
109	DEGRITTER BUILDING - PIPEWORK AND EQUIPMENT - PLANS AND SECTIONS
110	- ARCHITECTURAL - EXTERIOR ELEVATIONS
111	- STRUCTURAL - PLANS AND DETAILS
112	- SECTIONS
113	- SECTIONS AND DETAILS
114	SLUDGE THICKENERS - PIPEWORK AND EQUIPMENT - TYPICAL PLANS
115	- SECTIONS AND DETAILS
116	- STRUCTURAL - DECK PLAN AND TYPICAL WALL SECTION
117	- BASE SLAB, SECTIONS AND DETAILS
118	- SECTIONS AND DETAILS
119	PRIMARY DIGESTERS - HEATING AND MIXING BUILDING NO. 1 - ISOMETRIC FLOW DIAGRAM
120	- DIAGRAM AND DETAILS
121	- ROOF PLAN
122	- SECTIONAL PLAN
123	- SECTIONAL PLAN
124	- SECTIONS
125	- PIPEWORK AND EQUIPMENT - ROOF PLAN AND MISC. DETAILS
126	- MISCELLANEOUS DETAILS
127	- STRUCTURAL - PLAN AND TYPICAL SECTION
128	HEATING AND MIXING BUILDING NO. 1 - ARCHITECTURAL - EXTERIOR ELEVATIONS AND DETAILS
129	- STRUCTURAL - ROOF PLAN AND SECTIONAL PLAN
130	- WALL INTERSECTION DETAILS
131	- SECTIONS
132	- SECTIONS AND DETAILS
133	SECONDARY DIGESTERS - PIPEWORK AND EQUIPMENT - ISOMETRIC FLOW DIAGRAM
134	- PLANS
135	- TYPICAL PLAN
136	- TYPICAL SECTIONAL PLAN
137	- SECTION
138	- SECTIONS AND DETAILS
139	- DEWATERING PIT DETAILS
140	- MISCELLANEOUS DETAILS
141	- STRUCTURAL - PLAN AND TYPICAL SECTION
142	- SECTIONS AND DETAILS
143	- DEWATERING PIT DETAILS
144	SLUDGE DEWATERING BUILDING - PIPEWORK AND EQUIPMENT - PLANS
145	- SECTIONS
146	- SECTIONS AND DETAILS
147	- ARCHITECTURAL - EXTERIOR ELEVATIONS
148	- STRUCTURAL - SECTIONAL PLAN AND DETAILS
149	- ROOF PLAN AND DETAILS
150	- SECTIONS
151	- SECTIONS
152	MAINTENANCE SHOP BUILDING/CONTROL BUILDING - ARCHITECTURAL - PLANS AND NORTH ELEVATION
153	MAINTENANCE SHOP BUILDING - PIPEWORK AND EQUIPMENT - PLAN
154	- SECTIONS
155	- ENGINE GENERATORS - DETAILS
156	- HYPOCHLORITE SYSTEM DIAGRAM
157	- HYPOCHLORITE SYSTEM PLAN
158	- PLUMBING DIAGRAM
159	- MISCELLANEOUS DETAILS
160	- ARCHITECTURAL - FLOOR PLAN
161	- ROOF PLAN AND SECTION
162	- EXTERIOR ELEVATIONS
163	- INTERIOR ELEVATIONS AND FINISH SCHEDULE
164	- MISCELLANEOUS DETAILS
165	- HEATING, VENTILATING & AIR CONDITIONING - PLAN
166	- SECTIONS AND DETAILS
167	- STRUCTURAL - FLOOR AND FOUNDATION PLAN
168	- ROOF FRAMING PLAN
169	- SECTIONS
170	- PLANS AND SECTIONS
171	- ROOF TRUSS DETAILS
172	- FRAMING DETAILS
173	- MISCELLANEOUS DETAILS
174	CONTROL BUILDING - PIPEWORK AND EQUIPMENT - PLUMBING DIAGRAM
175	- ARCHITECTURAL - FLOOR PLANS
176	- ROOF PLANS
177	- REFLECTED CEILING PLANS
178	- EXTERIOR ELEVATIONS
179	- SECTIONS
180	- PART PLAN - LOCKER ROOMS
181	- INTERIOR ELEVATIONS
182	- INTERIOR ELEVATIONS
183	- INTERIOR ELEVATIONS AND FINISH SCHEDULE
184	- LABORATORIES - PLAN
185	- EQUIPMENT SCHEDULE
186	- EQUIPMENT SCHEDULE
187	- INTERIOR ELEVATIONS
188	- INTERIOR ELEVATIONS
189	- STAIR DETAILS
190	- CABINET DETAILS
191	- MISCELLANEOUS DETAILS
192	- MISCELLANEOUS DETAILS

PART NO. 3

SH. NO.	TITLE
193	CONTROL BUILDING - HEATING, VENTILATING & AIR CONDITIONING - FLOOR PLANS AND SCHEDULE
194	- ROOF PLAN AND SCHEDULE
195	- PLANS AND DETAILS
196	- PIPING DIAGRAMS
197	- SECTIONS AND DIAGRAMS
198	- STRUCTURAL - FOUNDATION PLAN
199	- FIRST FLOOR FRAMING PLAN
200	- SECOND FLOOR FRAMING PLAN
201	- LOW ROOF OVERHANG FRAMING PLAN
202	- HIGH ROOF FRAMING PLAN
203	- FOUNDATION DETAILS
204	- FLOOR FRAMING DETAILS
205	- MISCELLANEOUS DETAILS
206	PUMPING PLANT - PIPEWORK AND EQUIPMENT - RAW SEWAGE PUMP INSTALLATION
207	PRIMARY DIGESTER NO. 3 - HEATING AND MIXING BUILDING NO. 2 - MODIFICATION DETAILS
208	HEATING AND MIXING BUILDING NO. 2 - ARCHITECTURAL - EXTERIOR ELEVATIONS AND DETAILS
209	SUPERNATANT/FILTRATE CONDITIONER - PIPEWORK AND EQUIPMENT - FLOATING AERATOR INSTALLATION
210	SURGE TOWER - PIPEWORK AND EQUIPMENT - PLAN AND SECTION
211	- DETAILS
212	- ARCHITECTURAL - EXTERIOR ELEVATIONS
213	- STRUCTURAL - PLANS, SECTIONS AND DETAILS
214	- MISCELLANEOUS DETAILS
215	- GENERAL NOTES AND DETAILS
216	MISCELLANEOUS DETAILS - SHEET NO. 1
217	- SHEET NO. 2
218	- SHEET NO. 3
219	YARD STRUCTURES - WASTE GAS BURNER DETAILS
220	- ELECTRICAL EQUIPMENT SLAB DETAILS
221	- DIESEL FUEL SYSTEM DETAILS
222	- GASOLINE TANK AND MISCELLANEOUS DETAILS
223	- WEATHER STATION AND MISCELLANEOUS DETAILS
224	- MAIN GATE AND SCREEN WALL DETAILS
225	YARD PIPEWORK DETAILS - MISCELLANEOUS DETAILS
226	SITE WORK - EXISTING CONDITION
227	- SLUDGE STORAGE AND HANDLING AREA
228	- WATER SYSTEMS
229	- GRADING AND PAVING - PLAN
230	- ENTRANCE DETAILS
231	- FENCE LAYOUT
232	- LANDSCAPING - PLANTING PLAN
233	- IRRIGATION SYSTEM
234	- PART IRRIGATION SYSTEM
235	- MISCELLANEOUS DETAILS
236	LOG OF BORINGS - BORING NO. 1 THRU NO. 7 AND KEY PLAN
237	- BORING NO. 8, NO. 9 AND SAMPLE DATA
E-1	ELECTRICAL - SYMBOL LIST
E-2	- MAIN SWITCHGEAR AND DISTRIBUTION - ONE LINE DIAGRAM
E-3	- ONE LINE DIAGRAM - MCC-1
E-4	- MCC-2
E-5	- MCC-3
E-6	- MCC-4
E-7	- MCC-5
E-8	- MCC-6
E-9	- MCC-7
E-10	- MCC-8
E-11	- MAIN SWITCHGEAR AND UNIT SUBSTATION - PLANS
E-12	- SITE PLAN - NORTH
E-13	- SOUTH
E-14	- PRIMARY CLARIFIERS - PLAN
E-15	- SLUDGE PUMP ROOM NO. 1 - POWER PLAN
E-16	- ROTATING BIOLOGICAL CONTACTORS - PLAN
E-17	- BLOWER ROOM - PLANS
E-18	- SLUDGE PUMP ROOM NO. 2 - PLANS
E-19	- SECONDARY CLARIFIERS - PLAN
E-20	- EFFLUENT PUMP STATION AND SCREENS - PLANS
E-21	- RECLAIMED WATER PUMP PIT - PLANS
E-22	- SLUDGE THICKENERS - PLANS
E-23	- PRIMARY DIGESTERS - HEATING AND MIXING BUILDING - POWER PLAN
E-24	- LIGHTING PLAN
E-25	- SLUDGE DEWATERING BUILDING - PLAN
E-26	- GENERATOR, HYPOCHLORITE AND SHOP BUILDING - LIGHTING PLAN
E-27	- POWER PLAN
E-28	- CONTROL BUILDING - LIGHTING PLAN
E-29	- POWER PLAN
E-30	- CONTROL BUILDING LABS - POWER PLAN
E-31	- DETAILS - SHEET 1
E-32	- LIGHTING FIXTURE SCHEDULE AND DETAILS
E-33	- MISCELLANEOUS WIRING DIAGRAMS - SHEET 1
E-34	- SHEET 2
E-35	- DATA LOGGER SYSTEM - SCHEMATIC CONNECTION DIAGRAM
E-36	- COMMUNICATIONS SYSTEMS - BLOCK DIAGRAMS
E-37	- PANEL SCHEDULES - SHEET 1
E-38	- SHEET 2
E-39	- SHEET 3
E-40	- SHEET 4
E-41	- CONDUIT SCHEDULES - SHEET 1
E-42	- SHEET 2
E-43	- SHEET 3
E-44	- SHEET 4
E-45	- SITE PLAN - PARKING LOT LIGHTING
E-46	- MISCELLANEOUS PLANS - EXISTING PLANT
E-47	- MISCELLANEOUS WIRING DIAGRAMS - SHEET 3
E-48	- SHEET 4
E-49	- DETAILS - SHEET 2



EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
INDEX TO PLANS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: SLH	Scale: NONE
Des/Chkd by: DAB	Date: 4-77/2-78

60" DIA. STEEL PIPE CEMENT MORTAR LINED AND COATED. FOR CONTINUATION SEE DWG. NO. 11

CLEANOUT, SEE DETAIL, DWG. NO. 217

6" SKIMMER DRAIN @ EL. 100.0

2" PLUG VALVE, W/ VALVE BOX & COVER, SEE DETAIL

6" FLEXIBLE COUPLING

LADDER WITH CLOSURE CHAINS

TOP PLATFORM EL. 155.0

LUMINAIRE

1 1/2" GALV. STEEL VASH-DOWN WATER RIDING WITH HOSE BIBB. PIPE SUPPORT @ 6'-0" MAX. SPACING, SEE DETAIL

HOSE RACK

60" FLEXIBLE COUPLING WITH 4 TENSION ANCHORS, SEE DETAIL, DWG. NO. 217

1" ELECTRICAL CONDUIT

8' CHAIN LINK FENCE, 10' LONG AND 3' ACCESS GATE

SINGLE POLE LIGHT SWITCH IN GALV. STEEL BOX SEE DETAIL

8' CHAIN LINK STAIRWAY GRADE SLAB EL. 110.0

STEEL THURST COLLAR, BEHIND WALL & EXTERIOR

3" 12-3/4" CONDUIT FROM SKIMMER TO TOP OF TOWER PARALLEL TO AND 2" ABOVE STAIRWAY

HINGED GRATING SECTION (NOTCH TO MISS HANDHOLDS)

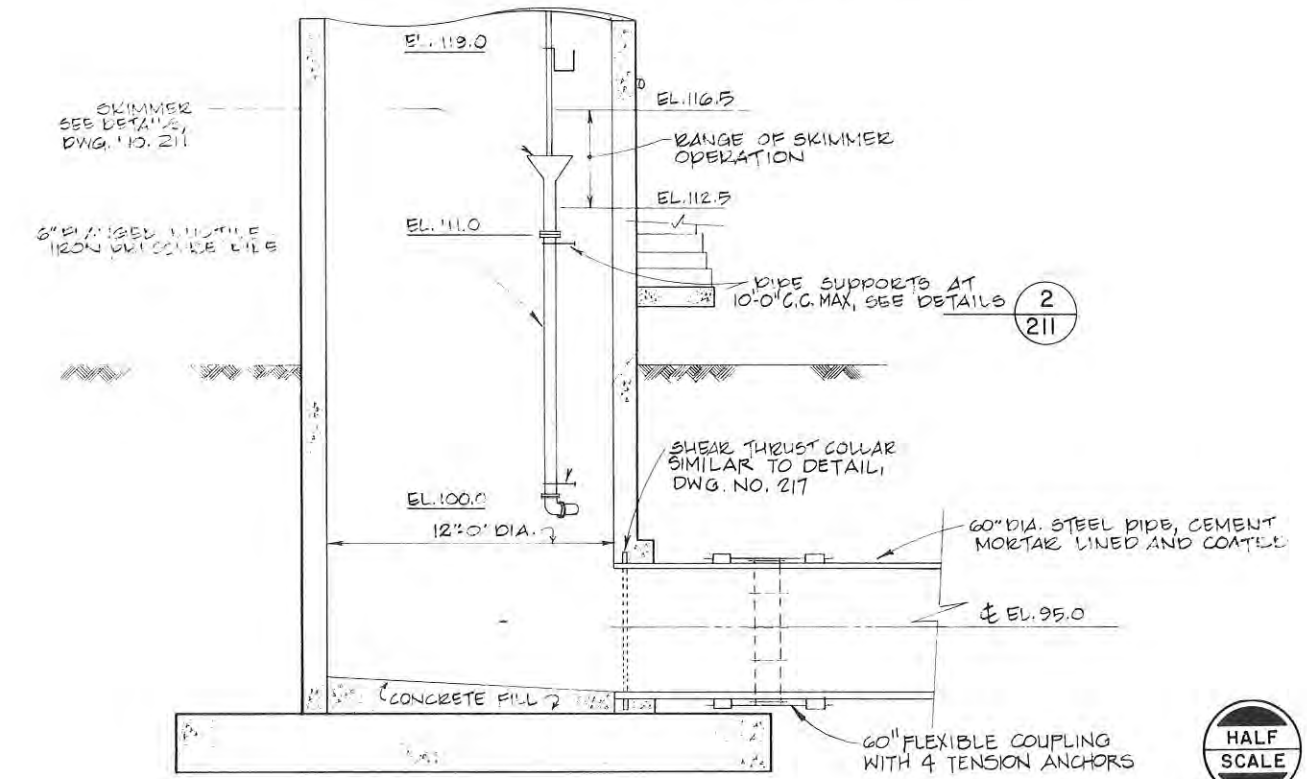
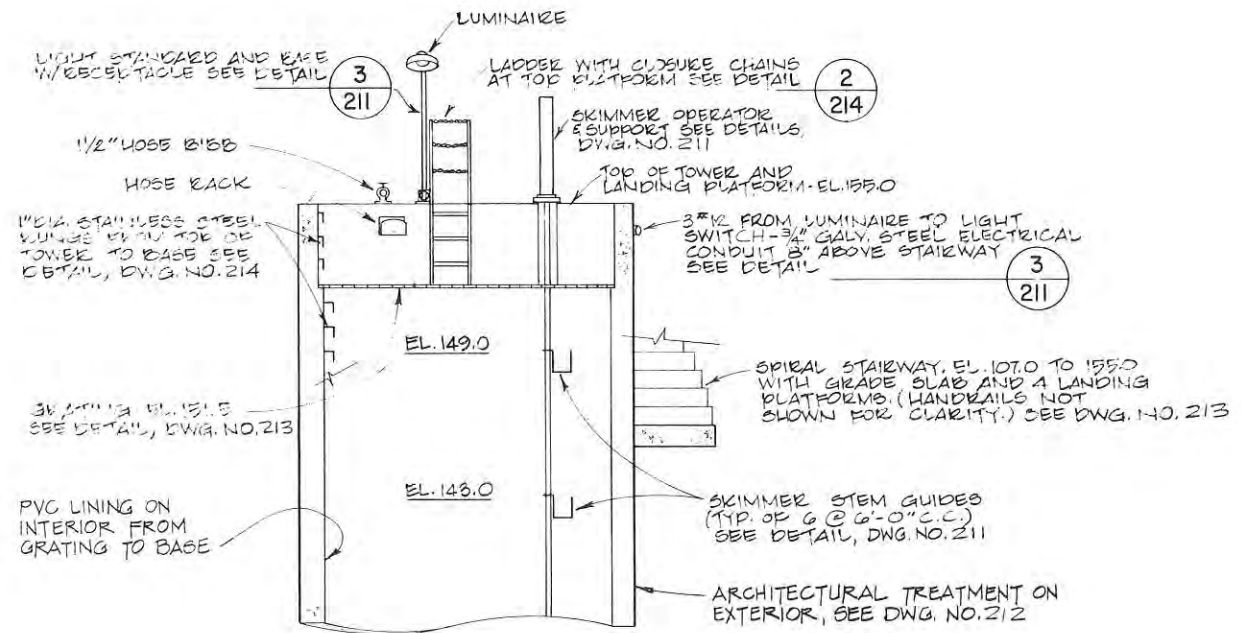
1" DIA. STAINLESS STEEL LADDER RUNGS & HANDHOLDS

1" LUMINAIRE PLATFORM, BOLDED 1200 AREA DETAIL, SEE DETAIL, NOT SHOWN FOR CLARITY

HANDRAILS (TYP) SEE DETAIL

A
210

PLAN
SCALE: 1/4" = 1'-0"



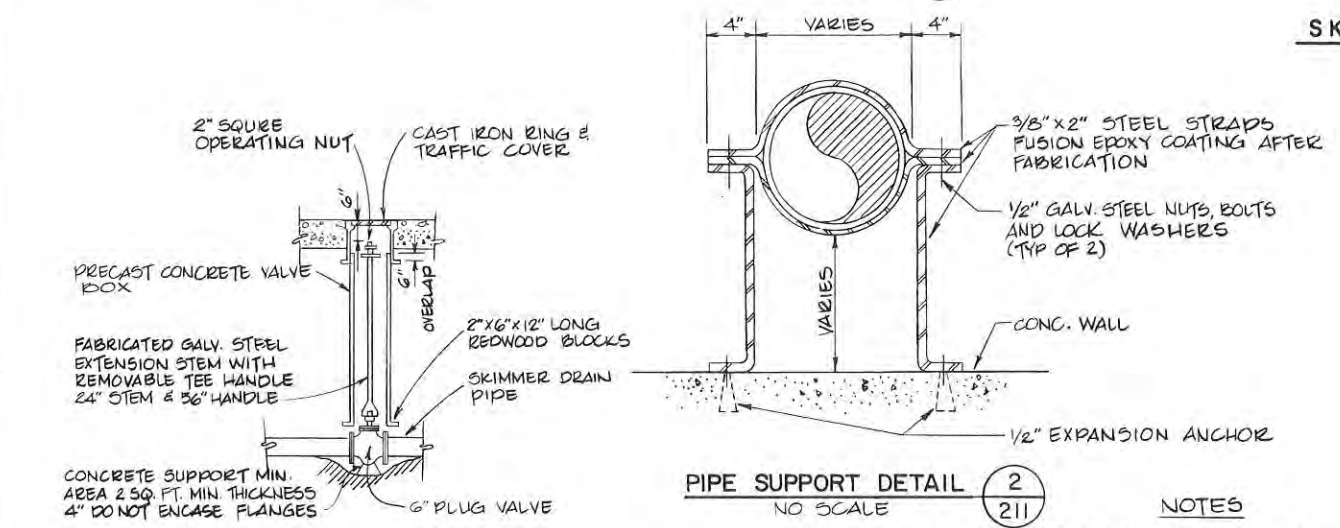
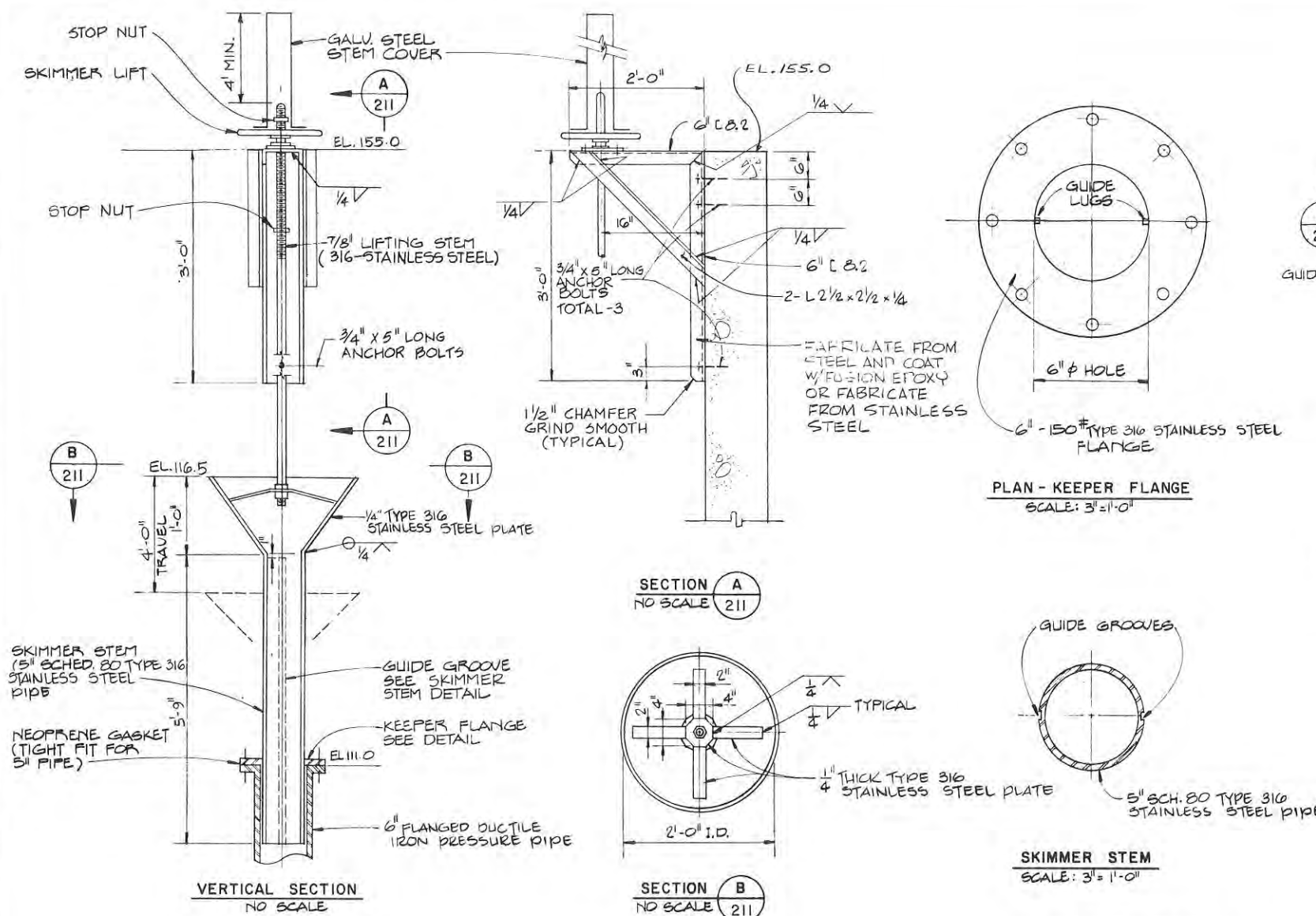
SECTION A
SCALE: 1/4" = 1'-0"

1/4" = 1'-0" 0 5 10

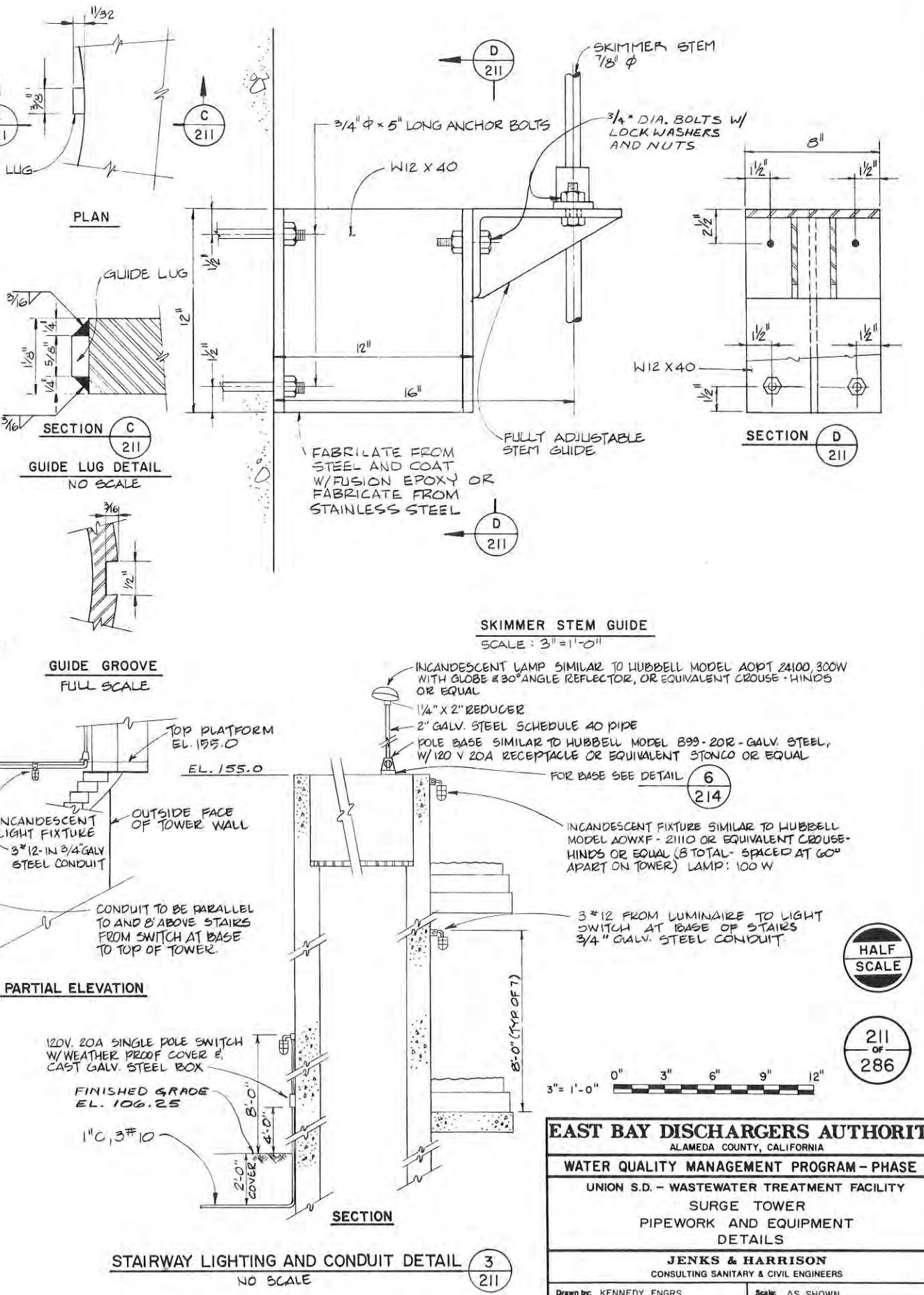
EAST BAY DISCHARGERS AUTHORITY	
ALAMEDA COUNTY, CALIFORNIA	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
UNION S.D. - WASTEWATER TREATMENT FACILITY	
SURGE TOWER	
PIPEWORK AND EQUIPMENT	
PLAN AND SECTION	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: KENNEDY ENGRS	Scale: AS SHOWN
Des/Chkd by: WFG / KENNEDY ENGRS	Date: 4-77 / 2-78

HALF
SCALE

210
OF
286



- NOTES**
1. RECEPTACLES SHALL BE SINGLE OR DUPLEX AS SHOWN AND SHALL BE WEATHERPROOF 20A, 120V, 3 POLE 3 WIRE GROUNDING TYPE.
 2. ALL ELECTRICAL WORK SHALL COMPLY W/ ALL APPLICABLE CODES & STANDARDS.
 3. ALL WIRE SHALL BE COPPER W/ 600 VOLT THW INSULATION & U.L. LABEL.
 4. ALL CONDUIT SHALL BE PLASTIC COATED RIGID STEEL WITH U.L. LABEL OR WHERE INSTALLED UNDERGROUND SHALL BE U.L. LABELLED SCHEDULE 40 PVC CONDUIT.
 5. ALL BOXES, FITTINGS & APPURTENANCES SHALL BE GALV. STEEL W/ GASKETS AS REQUIRED FOR OUTDOOR SERVICE.



EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

WATER QUALITY MANAGEMENT PROGRAM - PHASE I

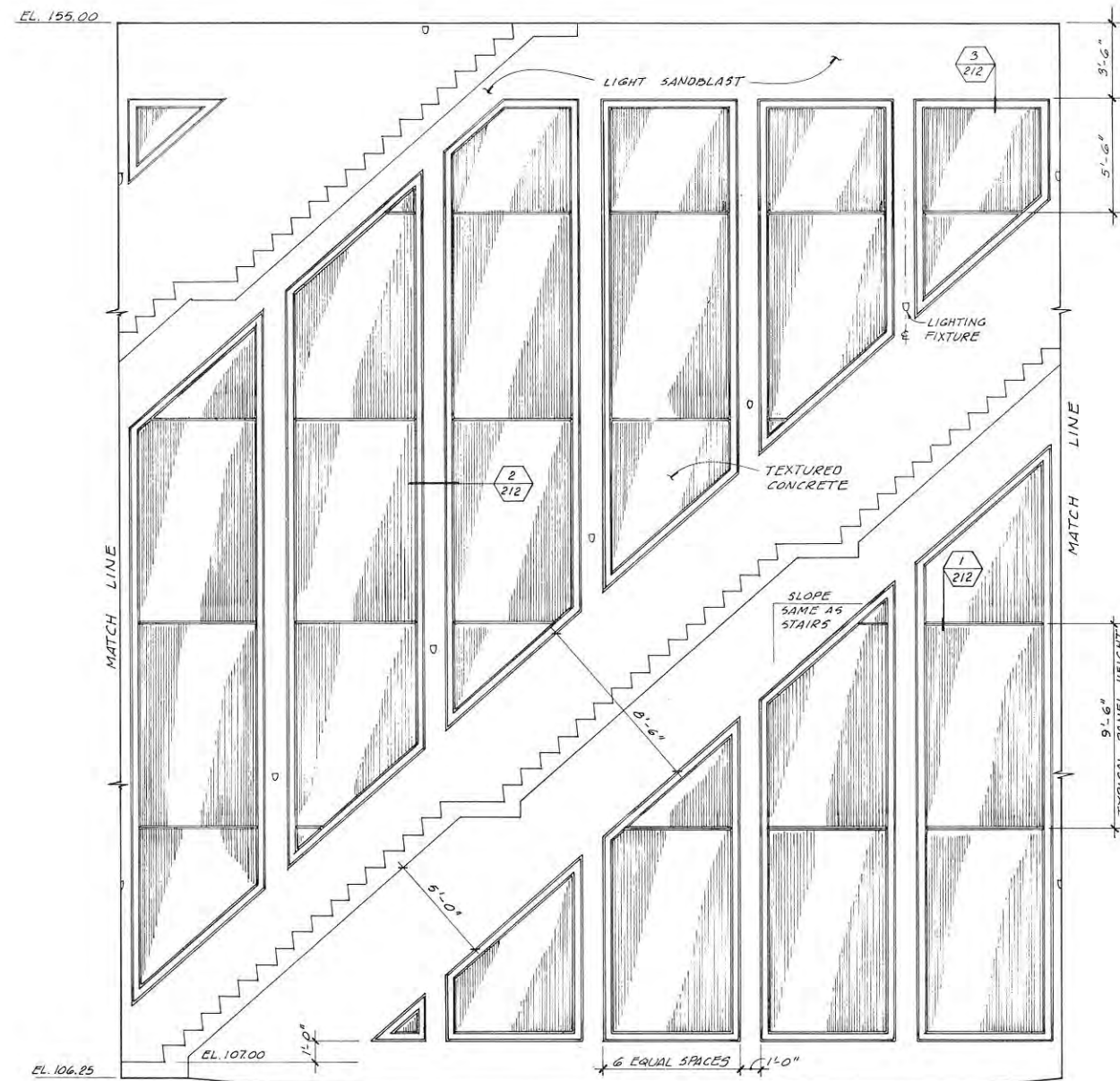
UNION S.D. - WASTEWATER TREATMENT FACILITY

SURGE TOWER

PIPEWORK AND EQUIPMENT DETAILS

JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS

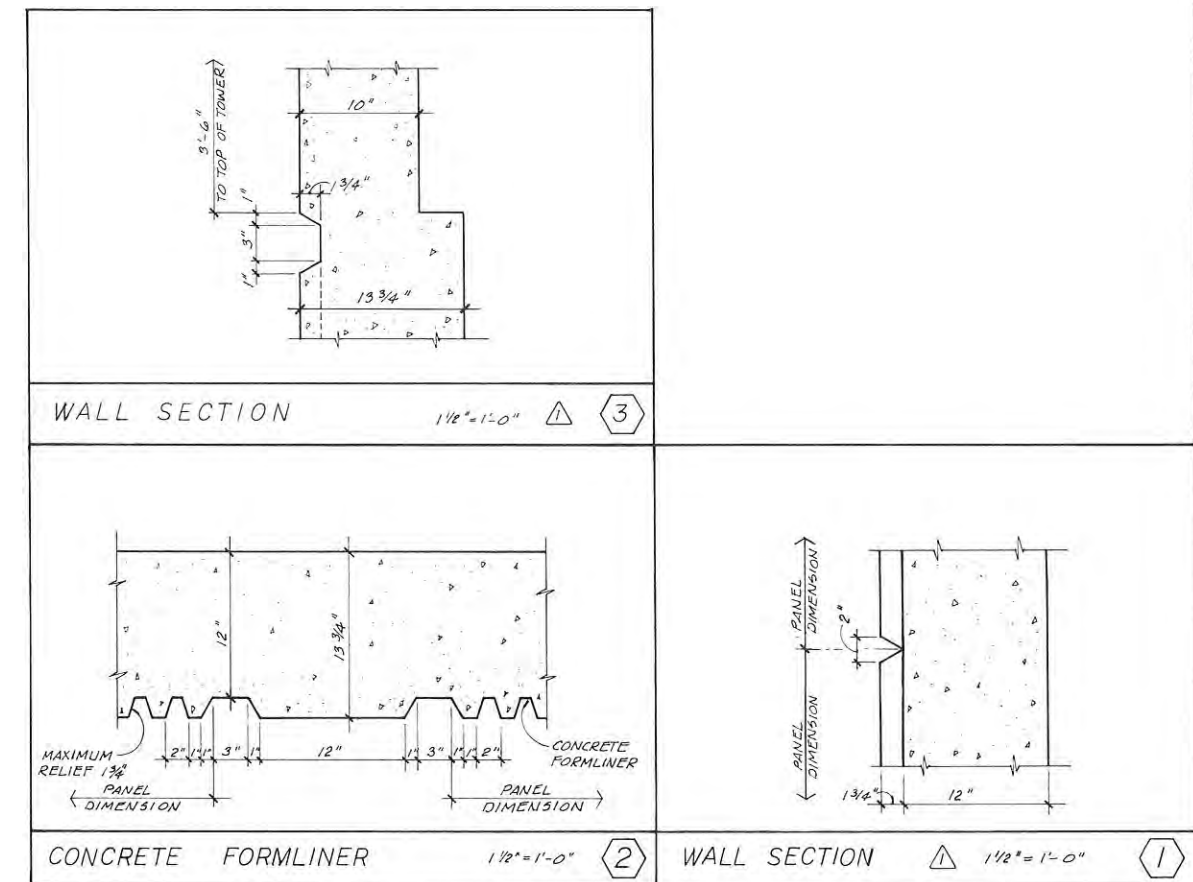
Drawn by: KENNEDY ENGRS
Scale: AS SHOWN
Des/Chkd by: WFG/KENNEDY ENGRS
Date: 4-77/2-78



SURGE TOWER DEVELOPED ELEVATION Δ
 $1/4" = 1'-0"$

LAYOUT NOTE:

THIS DRAWING IS INTENDED TO ILLUSTRATE ARCHITECTURAL TREATMENT ONLY.
 FOR OVERALL DIMENSIONS, FRAMING REINFORCEMENT, RAILING, LIGHTING, AND STRUCTURAL
 DETAILS SEE STRUCTURAL DRAWINGS.

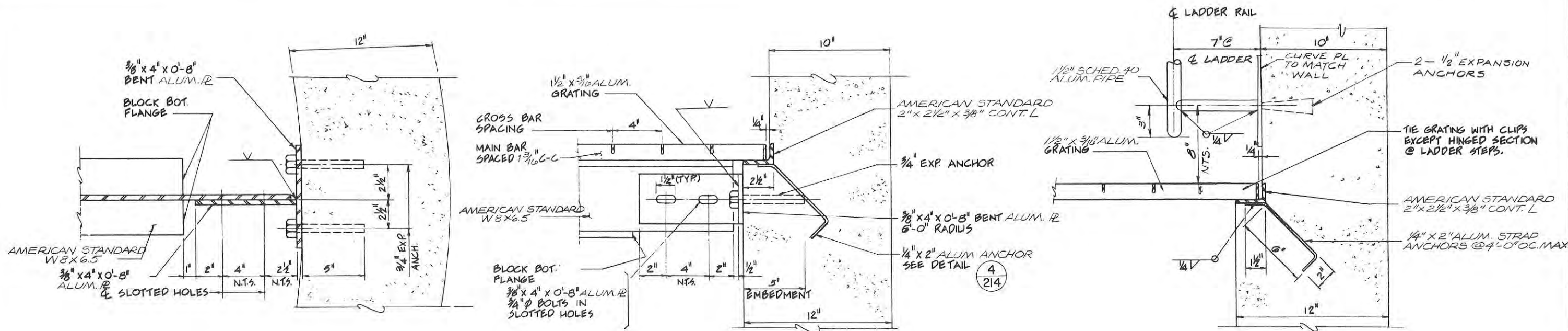


ADDENDUM NO. 1

EAST BAY DISCHARGERS AUTHORITY
 ALAMEDA COUNTY, CALIFORNIA
WATER QUALITY MANAGEMENT PROGRAM - PHASE I
 UNION S.D. - WASTEWATER TREATMENT FACILITY
SURGE TOWER
ARCHITECTURAL
EXTERIOR ELEVATIONS

JENKS & HARRISON
 CONSULTING SANITARY & CIVIL ENGINEERS

Rev No	5/1/78	ADDED: Revised Elevation, Diments. & Details	Drawn by: DNZ	Scale: AS NOTED
Date		Remarks	Des/Chkd by: JWC	Date: 6-77 / 2-78

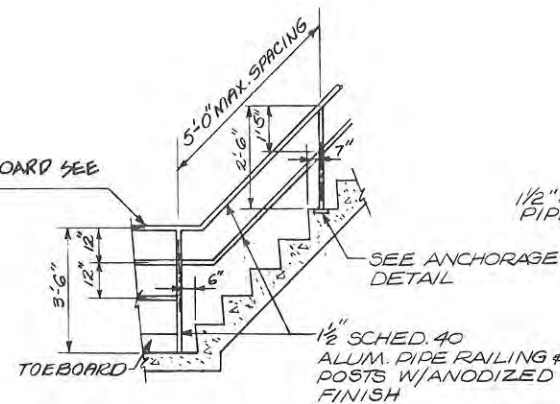
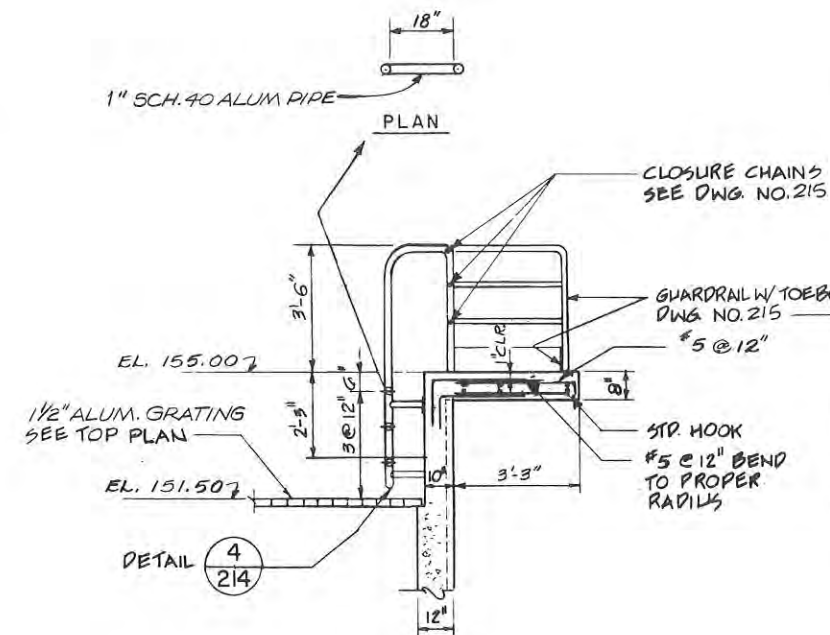


PLAN

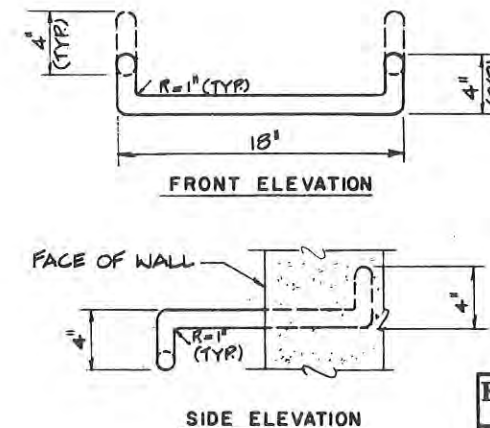
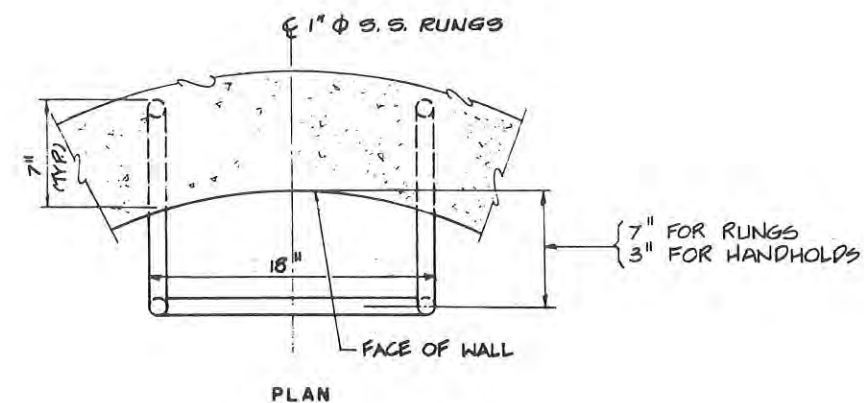
SECTION

DETAIL 3
SCALE: 3/8" = 1'-0" 214

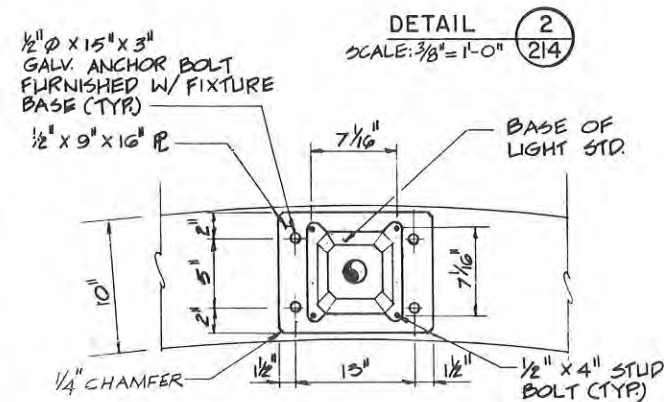
DETAIL 4
SCALE: 3/8" = 1'-0" 214



TYPICAL STAIRWAY HANDRAIL DETAIL 5
NO SCALE 214

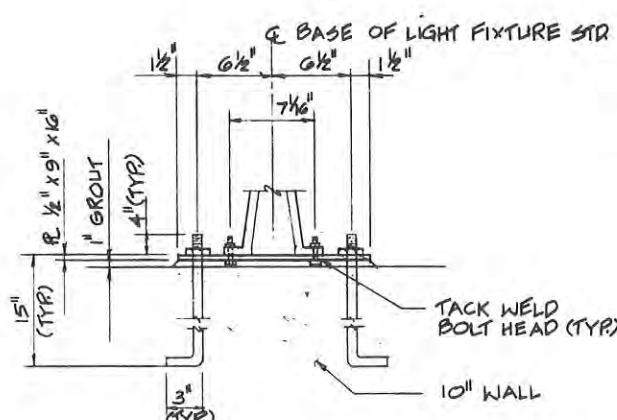


LADDER RUNG DETAIL
NO SCALE

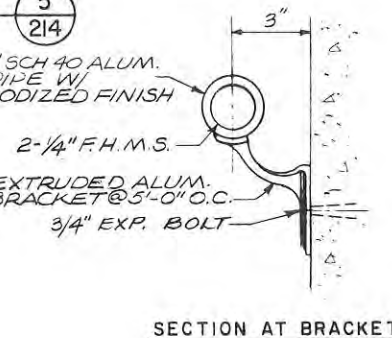


PLAN

DETAIL 6
NO SCALE 214



SECTION



WALL HUNG
HANDRAIL DETAIL 7
NO SCALE 214



HALF
SCALE
214
OF
286

EAST BAY DISCHARGERS AUTHORITY	
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SURGE TOWER	
STRUCTURAL	
MISCELLANEOUS DETAILS	
JENKS & HARRISON	
CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: KENNEDY ENGRS	Scale: AS SHOWN
Des/Chk'd by: WFG/KENNEDY ENGRS	Date: 4-77/2-78

SURGE TOWER
GENERAL STRUCTURAL NOTES

CONCRETE

ALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3500 P.S.I. AT THE AGE OF 28 DAYS.

ALL REINFORCING BARS SHALL BE ASTM A615-GRADE 60. FABRICATION SHALL NOT BEGIN UNTIL SHOP DRAWINGS OR REINFORCING HAVE BEEN FAVORABLY REVIEWED BY THE ENGINEER.

ARRANGEMENT AND DETAILS OF REINFORCING STEEL, INCLUDING BAR SUPPORTS AND SPACERS SHALL BE IN ACCORDANCE WITH THE LATEST ACI 315 DETAILING MANUAL.

ALL SLAB AND BEAM REINFORCING SHALL HAVE A MINIMUM EXTENSION INTO THE SUPPORT IN ACCORDANCE WITH THE LATEST UNIFORM BUILDING CODE. IF SUCH EXTENSION IS NOT POSSIBLE, BARS SHALL TERMINATE IN STANDARD HOOKS.

WHEREVER IT IS NECESSARY TO SPlice REINFORCEMENT OTHERWISE THAN AS SHOWN ON THE CONTRACT DRAWINGS, THE CHARACTER OF THE SPlice SHALL BE AS SPECIFIED BY THE ENGINEER. SPlicing SHALL NOT BE MADE AT POINTS OF MAXIMUM STRESS.

UNLESS OTHERWISE SHOWN, THE MINIMUM COVER FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

SLABS: BOTTOM AND SIDE OF BASE SLAB CAST
AGAINST FILL OR SOIL.....4"
FORMED SIDE EXPOSED TO FILL OR SOIL.....3"
TOP EXPOSED TO LIQUIDS.....2"

WALLS: 2-1/2"

HORIZONTAL AND VERTICAL CONSTRUCTION JOINTS SHOWN ON THE CONTRACT DRAWINGS ARE RECOMMENDED. LOCATION OF ALL CONSTRUCTION JOINTS SHALL BE SUBMITTED TO THE ENGINEER FOR FAVORABLE REVIEW PRIOR TO START OF WORK ON FORMS, REINFORCING STEEL OR CONCRETE PLACEMENT. ANY ADDITIONAL JOINTS OR DEVIATION FROM THOSE SHOWN SHALL HAVE A STANDARD KEYWAY AND SHALL BE FAVORABLY REVIEWED BY THE ENGINEER. REFER TO SPECIFICATIONS AND TYPICAL DETAIL FOR ADDITIONAL INFORMATION. REINFORCING SHALL EXTEND THROUGH THESE JOINTS IF REQUIRED FOR CONTINUITY.

ALL EXPOSED EDGES AND CORNERS OF CONCRETE SHALL BE CHAMFERED 3/4-INCHES UNLESS OTHERWISE NOTED.

REFER TO PERTINENT CONTRACT DRAWINGS, EQUIPMENT MANUFACTURER'S DRAWINGS AND SPECIFICATIONS FOR ALL SLEEVES, PIPES, CONDUITS AND MISCELLANEOUS ANCHORING DEVICES TO BE INCORPORATED IN THE CONSTRUCTION.

ALUMINUM

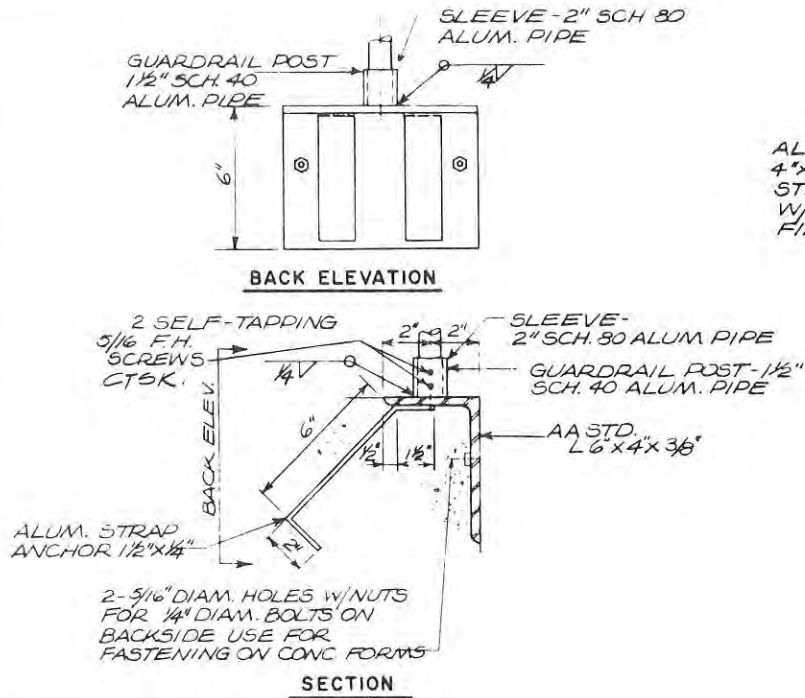
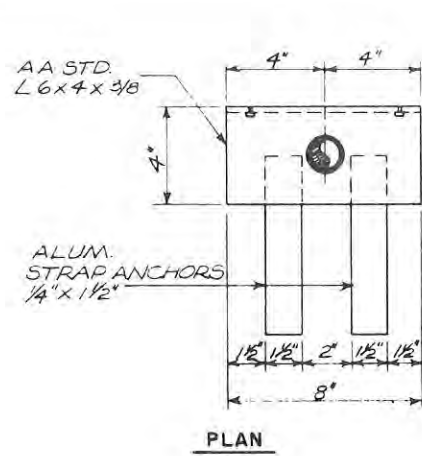
STRUCTURAL ALUMINUM SHALL CONFORM TO THE LATEST "SPECIFICATIONS FOR ALUMINUM STRUCTURES," ALUMINUM CONSTRUCTION MANUAL, BY THE ALUMINUM ASSOCIATION.

ALL ALUMINUM SHALL BE ALLOY 6061-T6.

FABRICATION SHALL NOT BEGIN UNTIL SHOP DRAWINGS HAVE BEEN FAVORABLY REVIEWED BY THE ENGINEER.

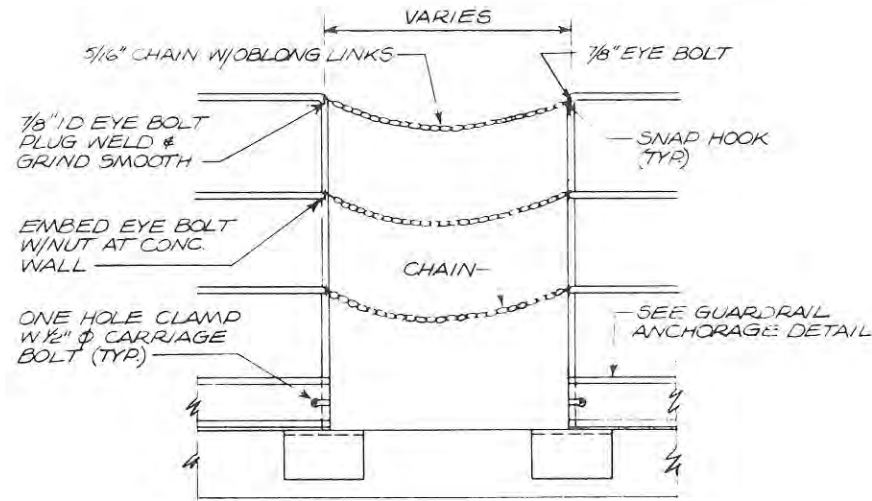
WHERE ALUMINUM IS IN CONTACT WITH DISSIMILAR MATERIALS, THE CONTACT SURFACE OF THE ALUMINUM SHALL BE PAINTED WITH A HOLIDAY-FREE COATING OF GACO WESTERN CA 1200 MASTIC, KOPPERS BITUMASTIC 50, OR EQUAL, GENERAL.

ALL DRAWINGS FOR THIS CONTRACT SHALL BE COORDINATED WITH FAVORABLY REVIEWED EQUIPMENT MANUFACTURER'S DRAWINGS.



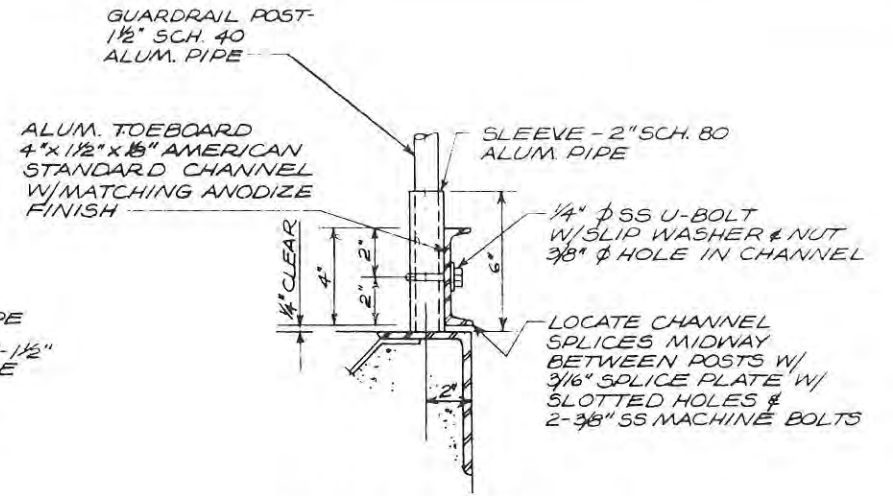
TYPICAL ALUM. GUARDRAIL ANCHORAGE DETAIL

SCALE: 3"=1'-0"



CHAIN CLOSURE

SCALE: 1"=1'-0"



TYPICAL TOEBOARD DETAIL

SCALE: 3"=1'-0"



EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

WATER QUALITY MANAGEMENT PROGRAM - PHASE I

UNION S.D. - WASTEWATER TREATMENT FACILITY
SURGE TOWER
STRUCTURAL
GENERAL NOTES AND DETAILS

JENKS & HARRISON
CONSULTING SANITARY & CIVIL ENGINEERS

Drawn by: KE/KENNEDY ENGRS

Scale: AS SHOWN

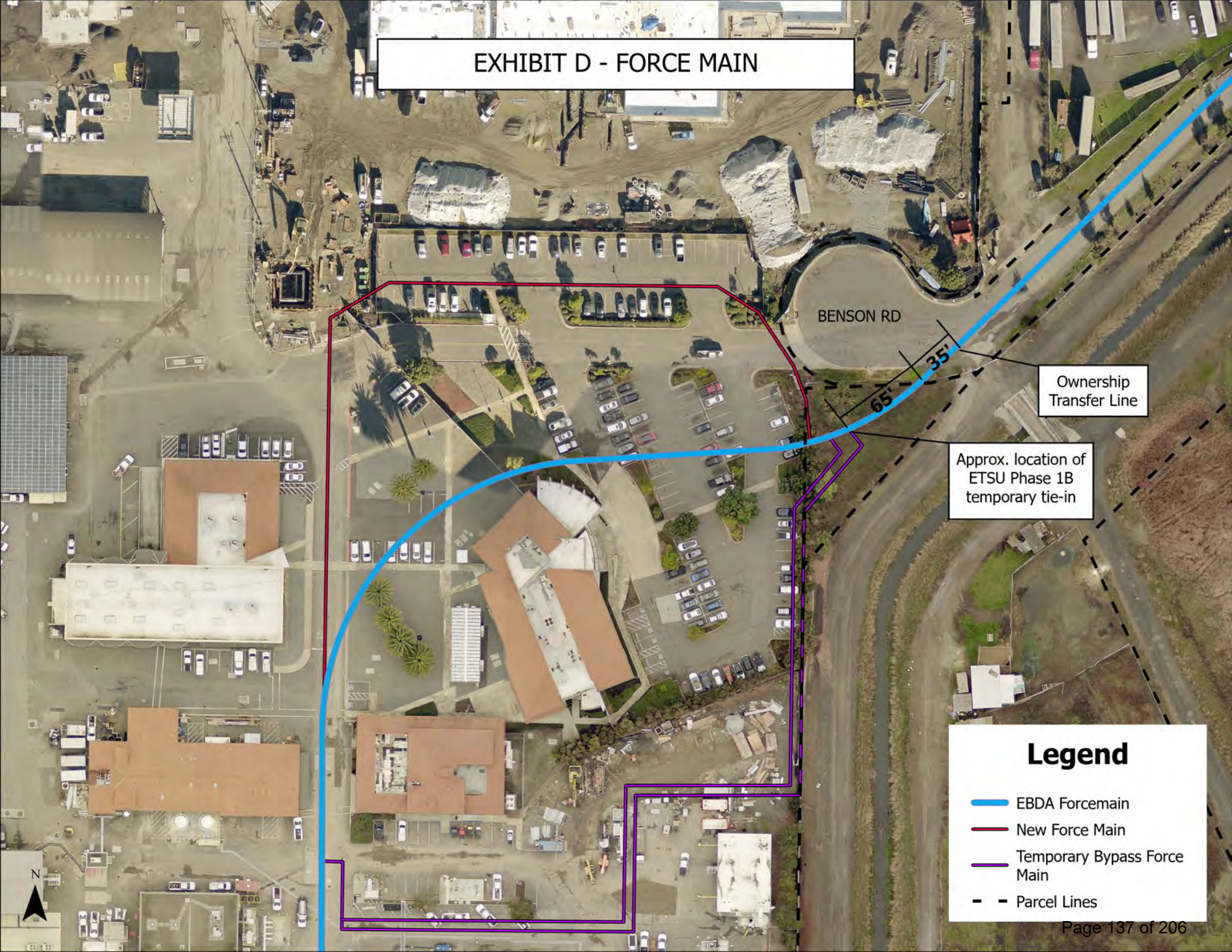
Des/Chkd by: WFG/KENNEDY ENGRS

Date: 4-77 / 2-78

Exhibit D

Depiction of Force Main Segment

EXHIBIT D - FORCE MAIN



BENSON RD

Ownership
Transfer Line

Approx. location of
ETSU Phase 1B
temporary tie-in

Legend

- EBDA Forcemain
- New Force Main
- Temporary Bypass Force Main
- Parcel Lines

EB
DA

EAST BAY DISCHARGERS AUTHORITY

HAYWARD CITY CENTER BUILDING
22300 FOOTHILL BOULEVARD, SUITE 602
HAYWARD, CALIFORNIA 94541

FORCE MAIN BETWEEN
HAYWARD AND ALVARADO
EBDA PROJECT 57401

CLEAN WATER GRANT PROJECT C-06-0868-330

LIST OF DRAWINGS

1. TITLE SHEET

2. ABBREVIATIONS, CONTROL DATA, NOTES AND SYMBOLS

3. PLAN AND PROFILE STA. 1+50 TO STA. 16+50

4. PLAN AND PROFILE STA. 16+50 TO STA. 30+00

5. PLAN AND PROFILE STA. 30+00 TO STA. 44+00

6. PLAN AND PROFILE STA. 44+00 TO STA. 58+50

7. PLAN AND PROFILE STA. 58+50 TO STA. 73+50

8. PLAN AND PROFILE STA. 73+50 TO STA. 88+50

9. PLAN AND PROFILE STA. 88+50 TO STA. 102+00

10. PLAN AND PROFILE STA. 102+00 TO STA. 115+50

11. PLAN AND PROFILE STA. 115+50 TO STA. 128+00

12. PLAN AND PROFILE STA. 128+00 TO STA. 141+00

13. PLAN AND PROFILE STA. 141+00 TO STA. 155+00

14. PLAN AND PROFILE STA. 155+00 TO STA. 170+00

15. PLAN AND PROFILE STA. 170+00 TO STA. 185+00

16. PLAN AND PROFILE STA. 185+00 TO STA. 199+00

17. PLAN AND PROFILE STA. 199+00 TO STA. 211+50

18. PLAN AND PROFILE STA. 211+50 TO STA. 225+00

19. PLAN AND PROFILE STA. 225+00 TO STA. 237+23.74

20. PLAN AND PROFILE STA. 237+23.74 TO STA. 252+00

21. PLAN AND PROFILE STA. 252+00 TO STA. 266+00

22. PLAN AND PROFILE STA. 266+00 TO STA. 279+50

23. PLAN AND PROFILE STA. 279+50 TO STA. 289+00

24. PLAN AND PROFILE STA. 289+00 TO STA. 294+35.17
25. TYPICAL TRENCH, BACKFILL AND CHANNEL CROSSING DETAILS

26. TYPICAL MANHOLE DETAILS

27. BLOW-OFF VALVE AND MANHOLE MISCELLANEOUS DETAILS

28. BLOW-OFF VALVE AND CATCH BASIN DETAILS

29. PIPE JOINT DETAILS

30. PIPE DETAILS

31. MISCELLANEOUS DETAILS

32. ALVARADO EFFLUENT VALVE BOX—MECHANICAL

33. ALVARADO EFFLUENT VALVE BOX—MECHANICAL SECTIONS AND DETAILS AND ELECTRICAL PLAN

34. ALVARADO EFFLUENT VALVE BOX STRUCTURAL PLANS

35. ALVARADO EFFLUENT VALVE BOX STRUCTURAL SECTIONS

36. ALVARADO EFFLUENT VALVE BOX STRUCTURAL, VENT SECTIONS

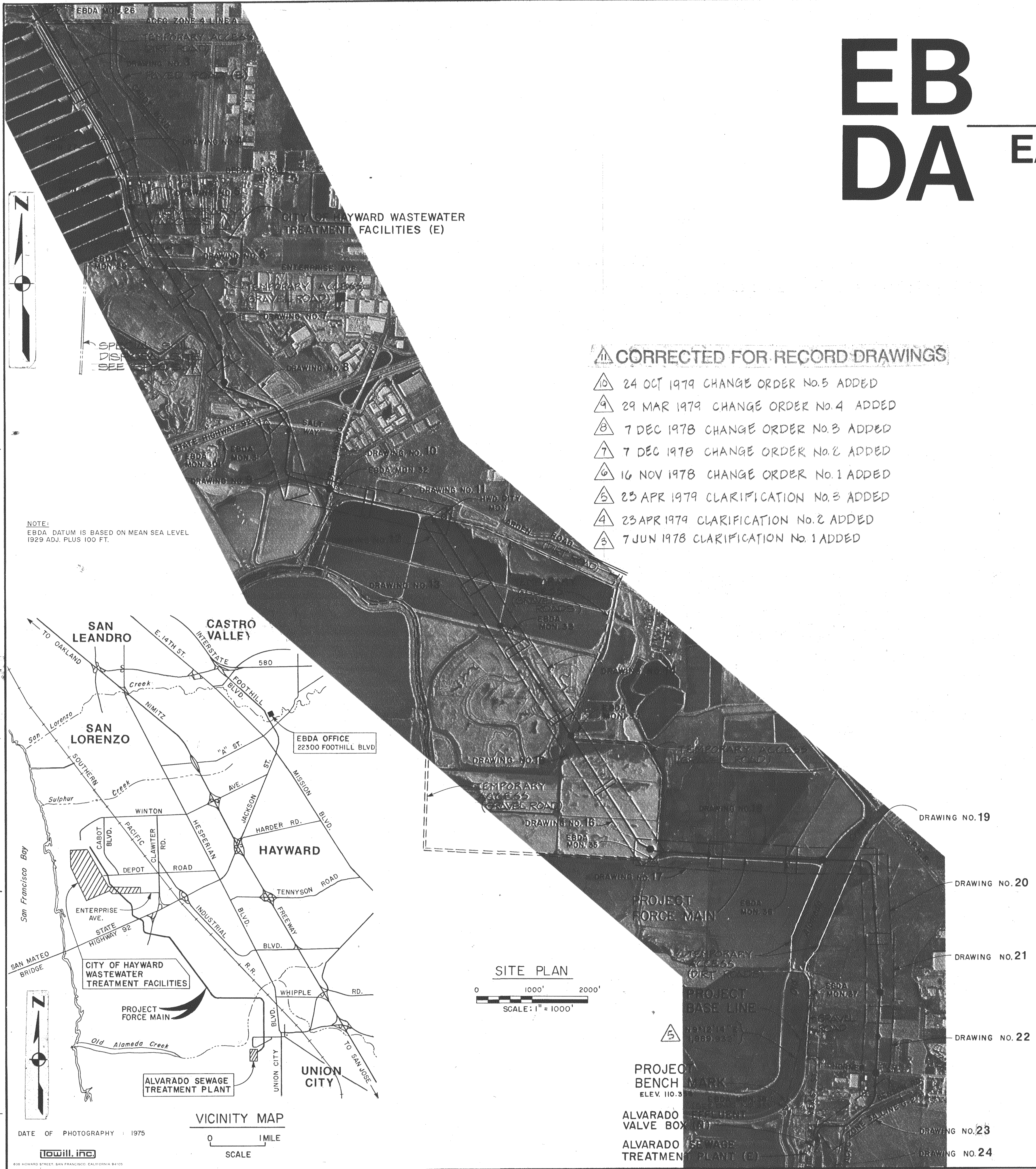
37. GENERAL STRUCTURAL DETAILS AND NOTES

2. TO FEB 78 ADDENDUM NO.1 ADDED
1. 15 DEC. 1977 DWGS HAVE BEEN CORRECTED TO INCLUDE REVIEW COMMENTS.

APPROVED FOR FLOOD CONTROL FACILITIES :
Paul E. Lanferman
PAUL E. LANFERMAN, ENGINEER—MANAGER
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
DATE: 12/13/77

CORRECTED FOR RECORD DRAWINGS

- 10 24 OCT 1979 CHANGE ORDER No.5 ADDED
- 9 29 MAR 1979 CHANGE ORDER No.4 ADDED
- 8 7 DEC 1978 CHANGE ORDER No.3 ADDED
- 7 7 DEC 1978 CHANGE ORDER No.2 ADDED
- 6 16 NOV 1978 CHANGE ORDER No.1 ADDED
- 5 23 APR 1979 CLARIFICATION No.3 ADDED
- 4 23 APR 1979 CLARIFICATION No.2 ADDED
- 3 7 JUN 1978 CLARIFICATION No.1 ADDED



DESIGN SS, TJB	CHECKED EGG	DATE 2 AUG 77	FILE NO. 55-15 SHEET 1
EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA		WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
SUBMITTED: <i>William A. Brown</i>		APPROVED: <i>William A. Brown</i>	
KENNEDY ENGINEERS, INC.		SAN FRANCISCO	

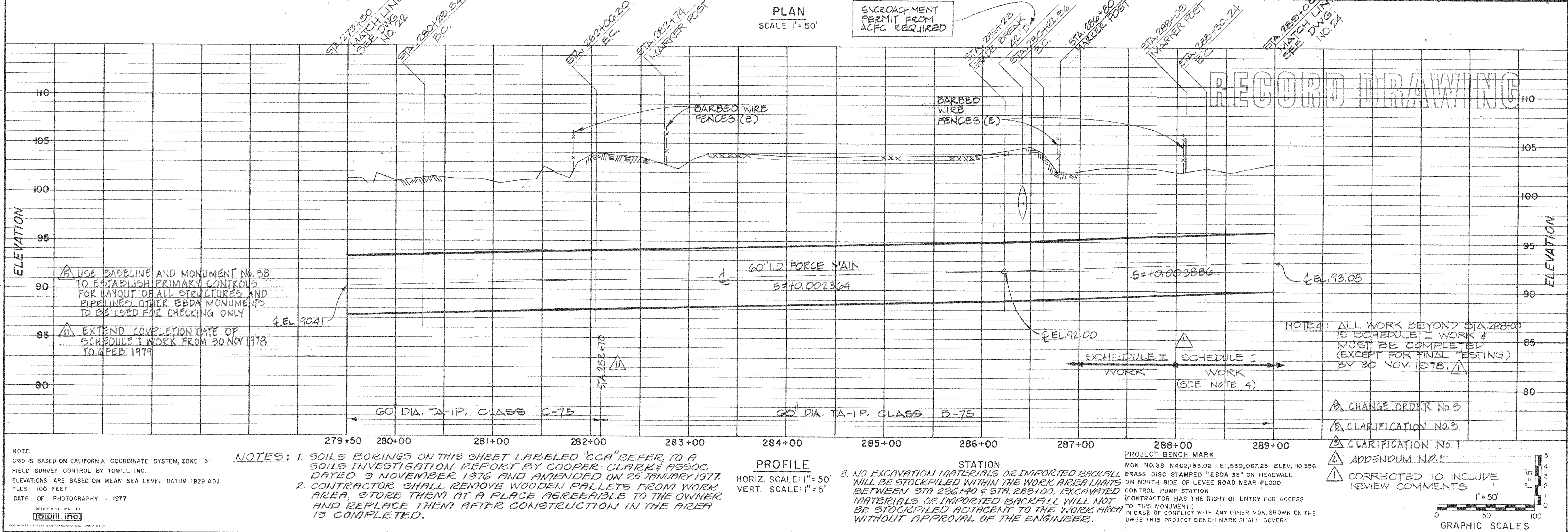
FORCE MAIN BETWEEN HAYWARD AND ALVARADO

TITLE SHEET

JOB NO.
6127

SCALE
AS SHOWN

DWG. NO.
1



EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA WATER QUALITY MANAGEMENT PROGRAM - PHASE I	
DESIGN SS	CHECKED ME
TRACED ME	DATE 2 AUG 77
FILE NO. 55-15 SHEET 23	
APPROVED: Wayne A. Bruce	
SUBMITTED: Kennedy Engineers, Inc.	
SAN FRANCISCO	

FORCE MAIN BETWEEN HAYWARD AND ALVARADO

PLAN AND PROFILE

STA. 279+50 TO STA. 289+00

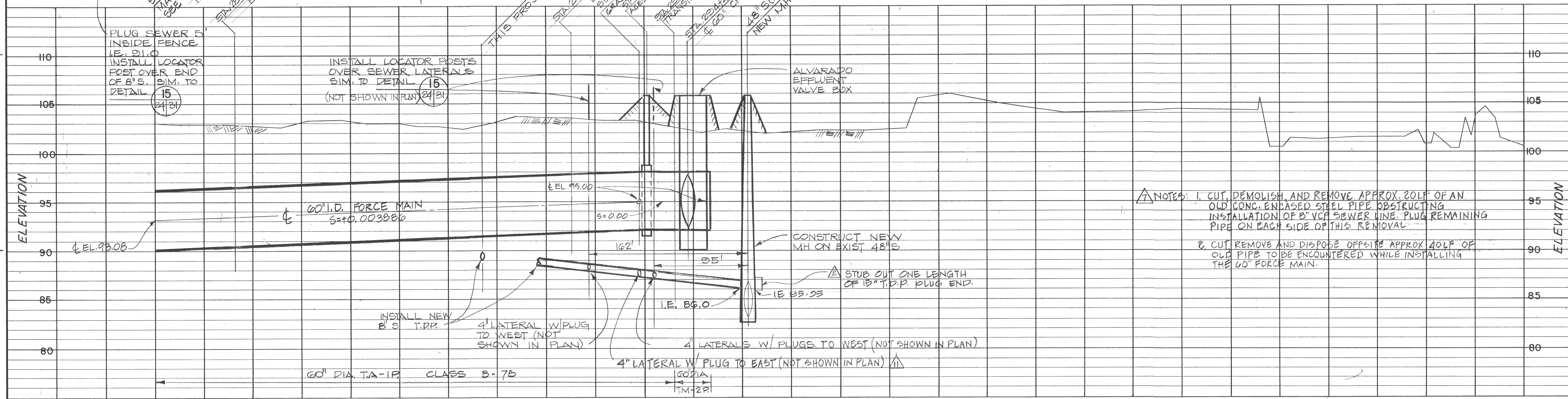
JOB NO.
6127

SCALE
AS SHOWN

DWG. NO.
23



RECORD DRAWING



NOTE: GRID IS BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 3. FIELD SURVEY CONTROL BY TOWILL INC. ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM 1929 ADJ. PLUS 100 FEET. DATE OF PHOTOGRAPHY: 1977. ORTHOPHOGRAPHIC MAP BY TOWILL INC. 400 HOLLAND STREET, SAN FRANCISCO, CALIFORNIA 94104.

NOTE: SOILS BORINGS ON THIS SHEET LABELED "CCA" REFER TO A SOILS INVESTIGATION REPORT BY COOPER-CLARK & ASSOCIATES DATED 9 NOVEMBER 1976 AND AMENDED ON 25 JANUARY 1977.

NOTE: ALL WORK ON THIS SHEET IS SCHEDULE I WORK & MUST BE COMPLETED (EXCEPT FOR FINAL TESTING) BY 30 NOV 1978.

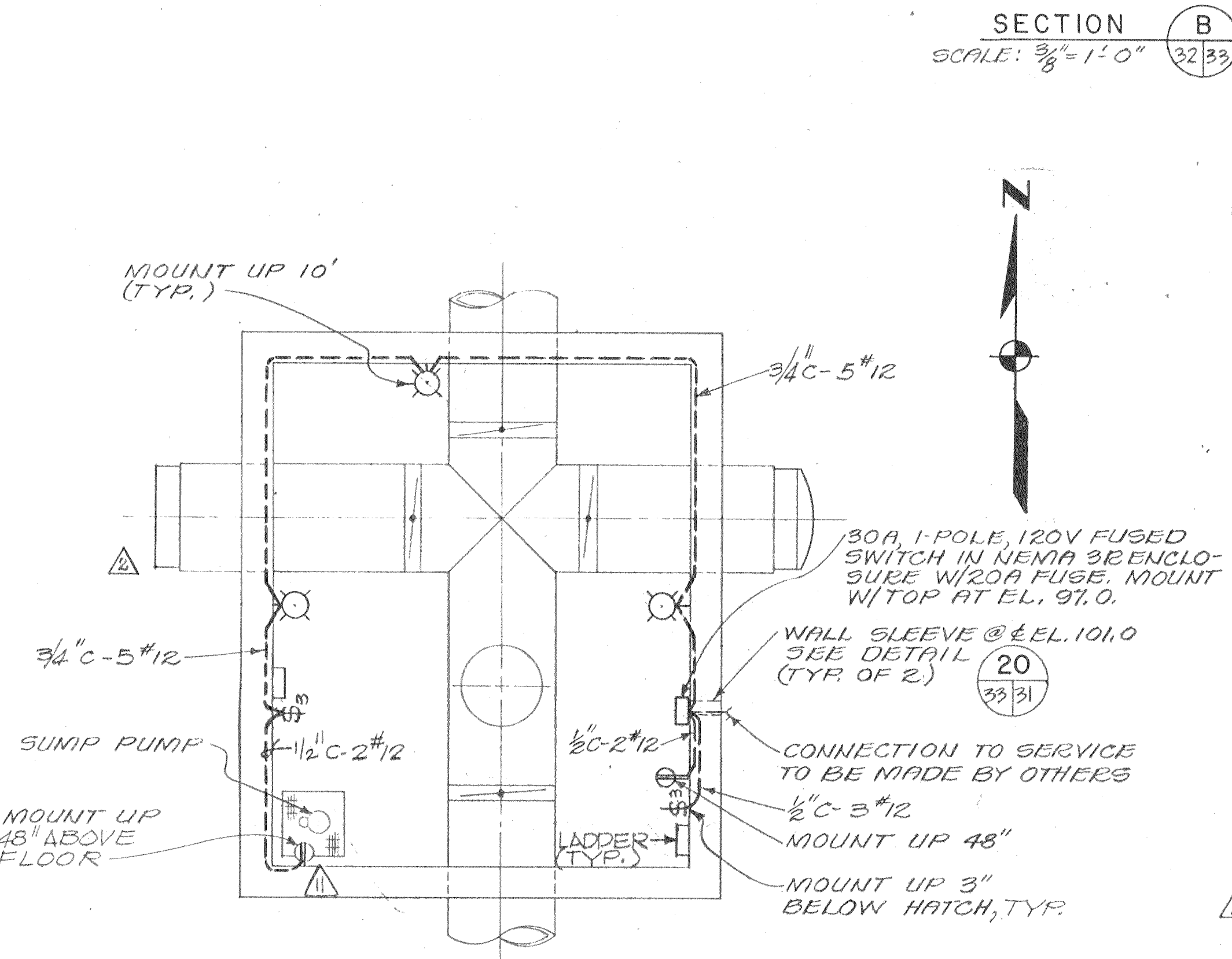
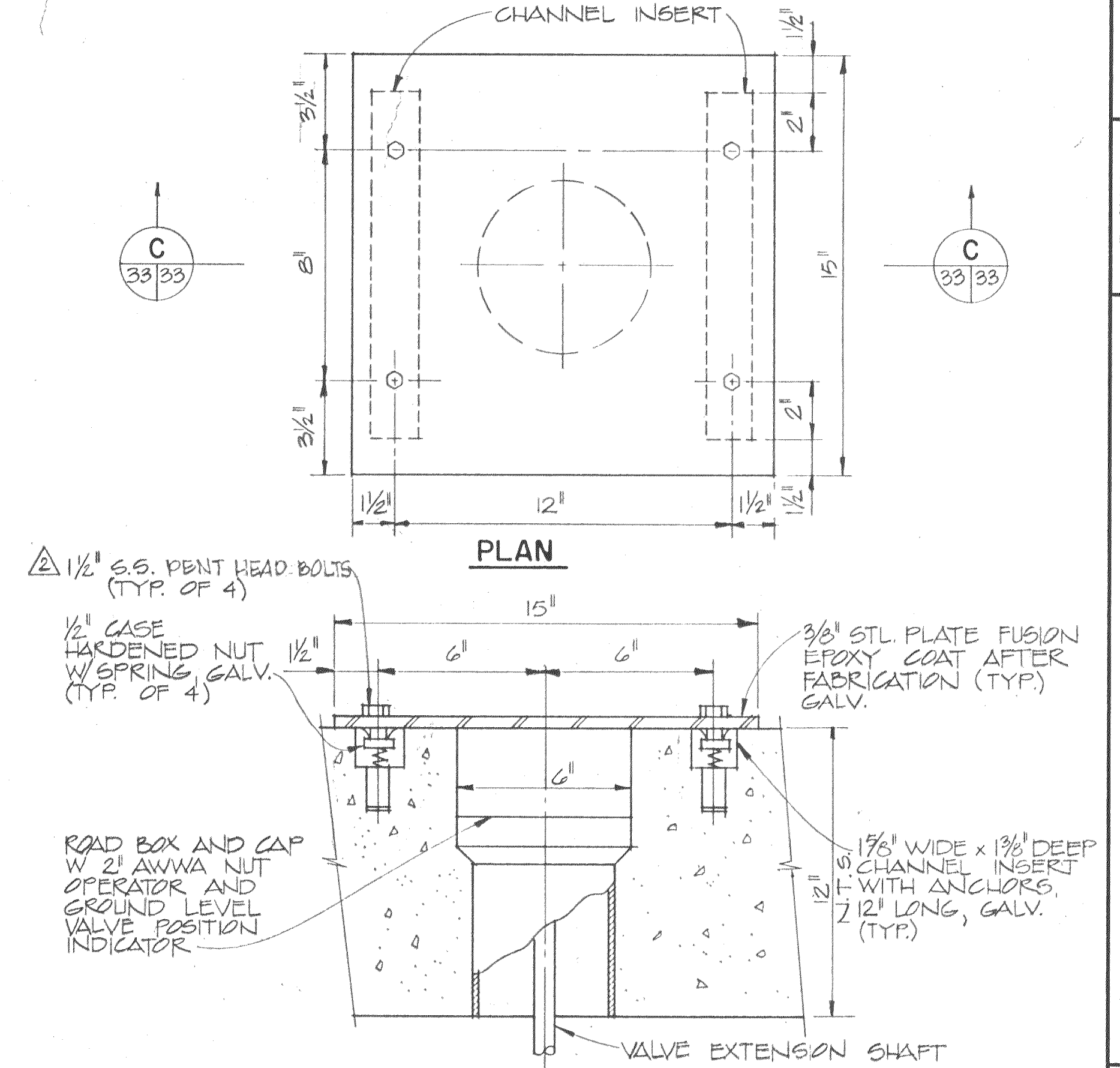
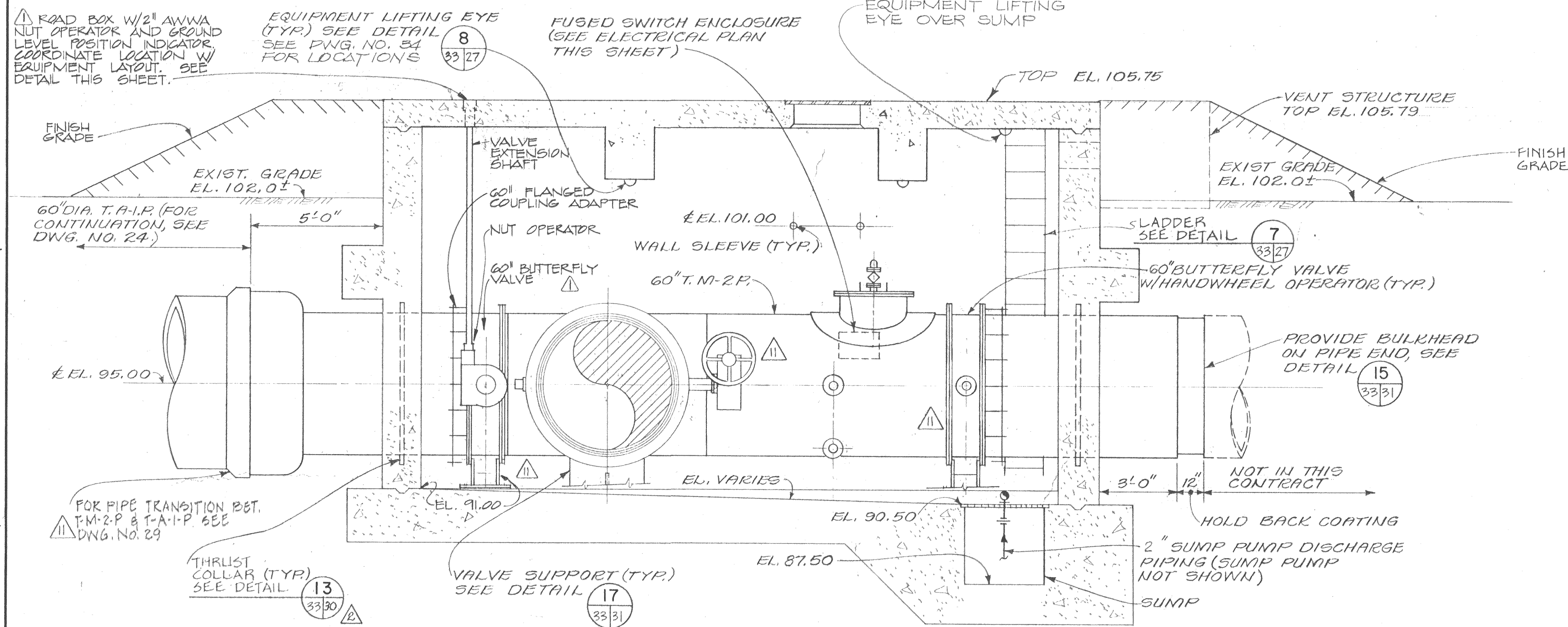
PROFILE
HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 5'

STATION

△ CORRECTED FOR RECORD DRAWINGS
△ CHANGE ORDER No. 3
△ CHANGE ORDER No. 2
△ ADDENDUM No. 1
△ CORRECTED TO INCLUDE REVIEW COMMENTS.

GRAPHIC SCALES

EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA WATER QUALITY MANAGEMENT PROGRAM - PHASE I KENNEDY ENGINEERS, INC.		CHECKED DESIGN TRACED DATE 2 JUL 77	FILE NO. 55-15 SHEET 24
SUBMITTED: <i>Wayne A. Brown</i> APPROVED: <i>Wayne A. Brown</i>			
FORCE MAIN BETWEEN HAYWARD AND ALVARADO PLAN AND PROFILE STA. 289+00 TO STA. 294+35.17			
JOB NO. 6127		SCALE AS SHOWN	
DWG. NO. 24			



- ELECTRICAL LEGEND AND ABBREVIATIONS**
- | | | | |
|---|-------------------|------|--|
| ⊙ | LIGHT FIXTURE | A | AMPERE |
| ⊕ | SINGLE RECEPTACLE | C | CONDUIT |
| ⊕ | DUPLEX RECEPTACLE | P | PHASE |
| ⊕ | SWITCH | THW | MOISTURE AND HEAT RESISTANT THERMOPLASTIC |
| | | UL | UNDERWRITERS' LABORATORIES |
| | | V | VOLT |
| | | NEMA | NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION |

- ELECTRICAL NOTES**
1. LIGHT FIXTURES SHALL BE WEATHERPROOF ENCLOSED AND GASKETED WALL MOUNTED TYPE W/GUARD. FIXTURE SHALL HAVE 100 WATT INCANDESCENT LAMP AND SHALL BE CROUSE HINDS VXBFB 22GP, STONECO VWXL-21GC OR EQUAL.
 2. RECEPTACLES SHALL BE SINGLE OR DUPLEX AS SHOWN AND SHALL BE WEATHERPROOF 20A, 120V, 3 POLE, 3 WIRE GROUNDING TYPE.
 3. SWITCHES SHALL BE 20A, 120V, 3-WAY W/WEATHER-PROOF COVER & CAST GALV. STEEL BOX.
 4. ALL ELECTRICAL WORK SHALL COMPLY W/ALL APPLICABLE CODES & STANDARDS.
 5. ALL WIRE SHALL BE COPPER W/600 VOLT THW INSULATION AND U.L. LABEL.
 6. ALL CONDUIT SHALL BE GALVANIZED, RIGID STEEL WITH U.L. LABEL.
 7. ALL BOXES, FITTINGS & APPURTENANCES SHALL BE GALV. STEEL W/GASKETS AS REQUIRED FOR OUTDOOR SERVICE.
- ⚠ ALL CONDUITS AND FITTINGS NOT EMBEDDED IN CONCRETE SHALL HAVE A FACTORY APPLIED 20 MIL PVC PROTECTIVE COATING.

NOTE: ALL WORK ON THIS SHEET IS SCHEDULE I WORK AND MUST BE COMPLETED (EXCEPT FOR FINAL TESTING) BY 30 NOVEMBER 1978.

⚠ EXTEND COMPLETION DATE OF SCHEDULE I WORK FROM 30 NOV. 1978 TO 6 FEB. 1979.

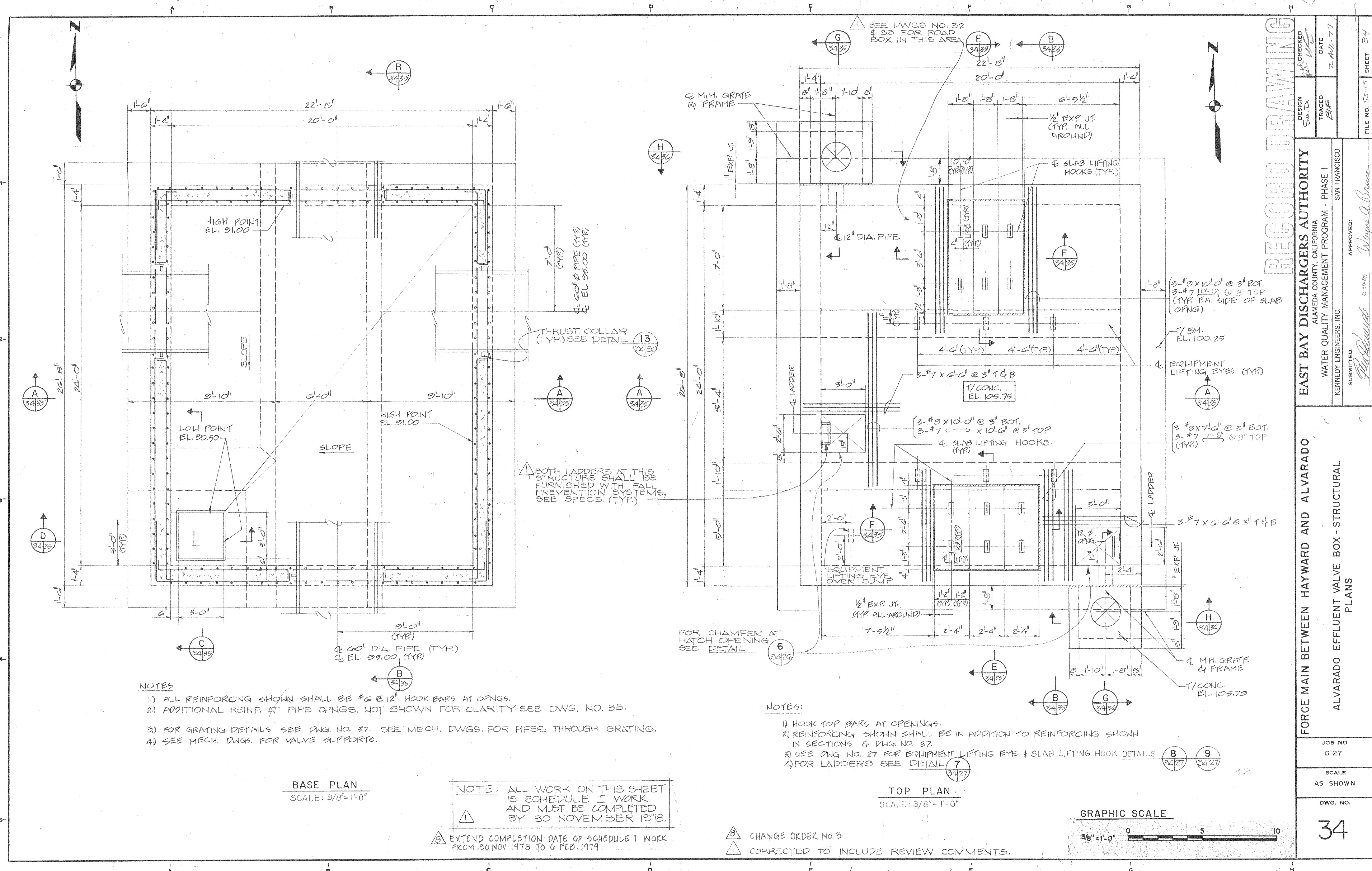
⚠ CORRECTED FOR RECORD DRAWINGS GRAPHIC SCALE

⚠ CHANGE ORDER NO. 3

⚠ ADDENDUM NO. 1

⚠ CORRECTED TO INCLUDE REVIEW COMMENTS

EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA WATER QUALITY MANAGEMENT PROGRAM - PHASE I KENNEDY ENGINEERS, INC.		CHECKED DESIGN TJE TRACED H DATE 2 AUG 77 FILE NO. 55-15 SHEET 33
FORCE MAIN BETWEEN HAYWARD AND ALVARADO ALVARADO EFFLUENT VALVE BOX - MECHANICAL SECTION, DETAILS, & ELECTRICAL PLAN		
JOB NO. 6127		SCALE AS SHOWN
DWG. NO. 33		



NOTES

- 1) ALL REINFORCING SHOWN SHALL BE #6 @ 12" HOOK BARS AT OPNGS.
- 2) ADDITIONAL REINF. AT PIPE OPNGS. NOT SHOWN FOR CLARITY-SEE DWG. NO. 35.
- 3) FOR GRATING DETAILS SEE DWG. NO. 37. SEE MECH. DWGS. FOR PIPES THROUGH GRATING.
- 4) SEE MECH. DWGS. FOR VALVE SUPPORTS.

BASE PLAN
SCALE: 3/8" = 1'-0"

NOTE: ALL WORK ON THIS SHEET IS SCHEDULE I WORK AND MUST BE COMPLETED BY 30 NOVEMBER 1978.

8) EXTEND COMPLETION DATE OF SCHEDULE I WORK FROM 30 NOV. 1978 TO 6 FEB. 1979

NOTES:

- 1) HOOK TOP BARS AT OPENINGS.
- 2) REINFORCING SHOWN SHALL BE IN ADDITION TO REINFORCING SHOWN IN SECTIONS & DWG. NO. 37.
- 3) SEE DWG. NO. 27 FOR EQUIPMENT LIFTING EYE & SLAB LIFTING HOOK DETAILS
- 4) FOR LADDERS SEE DETAIL

TOP PLAN
SCALE: 3/8" = 1'-0"

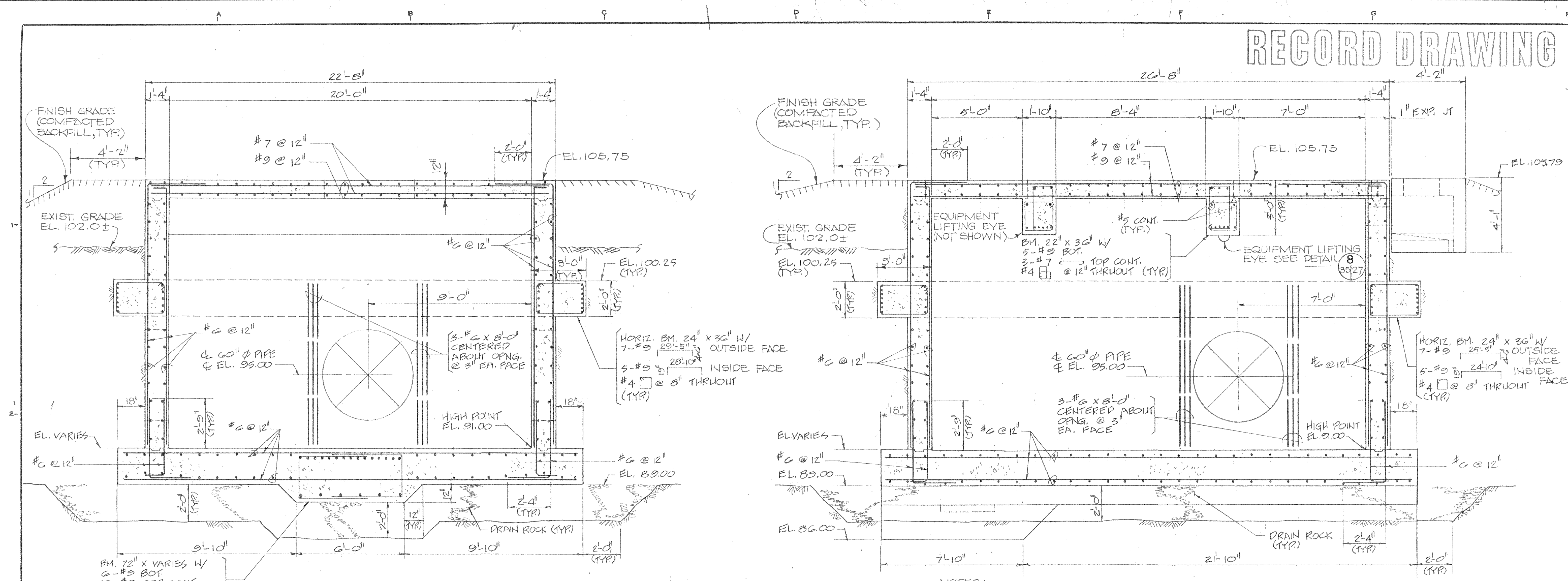
GRAPHIC SCALE



RECORD DRAWING

34		DWG. NO.		SCALE AS SHOWN		JOB NO. 6127		FORCE MAIN BETWEEN HAYWARD AND ALVARADO ALVARADO EFFLUENT VALVE BOX - STRUCTURAL PLANS		EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA WATER QUALITY MANAGEMENT PROGRAM - PHASE I KENNEDY ENGINEERS, INC. SAN FRANCISCO SUBMITTED: <i>John J. Edwards</i> 6/19/78 APPROVED: <i>Wayne A. Bruce</i>				DESIGN S.D. <i>S.D.</i> CHECKED <i>W.A.B.</i> TRACED <i>B.F.</i> DATE 2 AUG 77 FILE NO. 55-15 SHEET 34	
----	--	----------	--	-------------------	--	-----------------	--	--	--	--	--	--	--	--	--

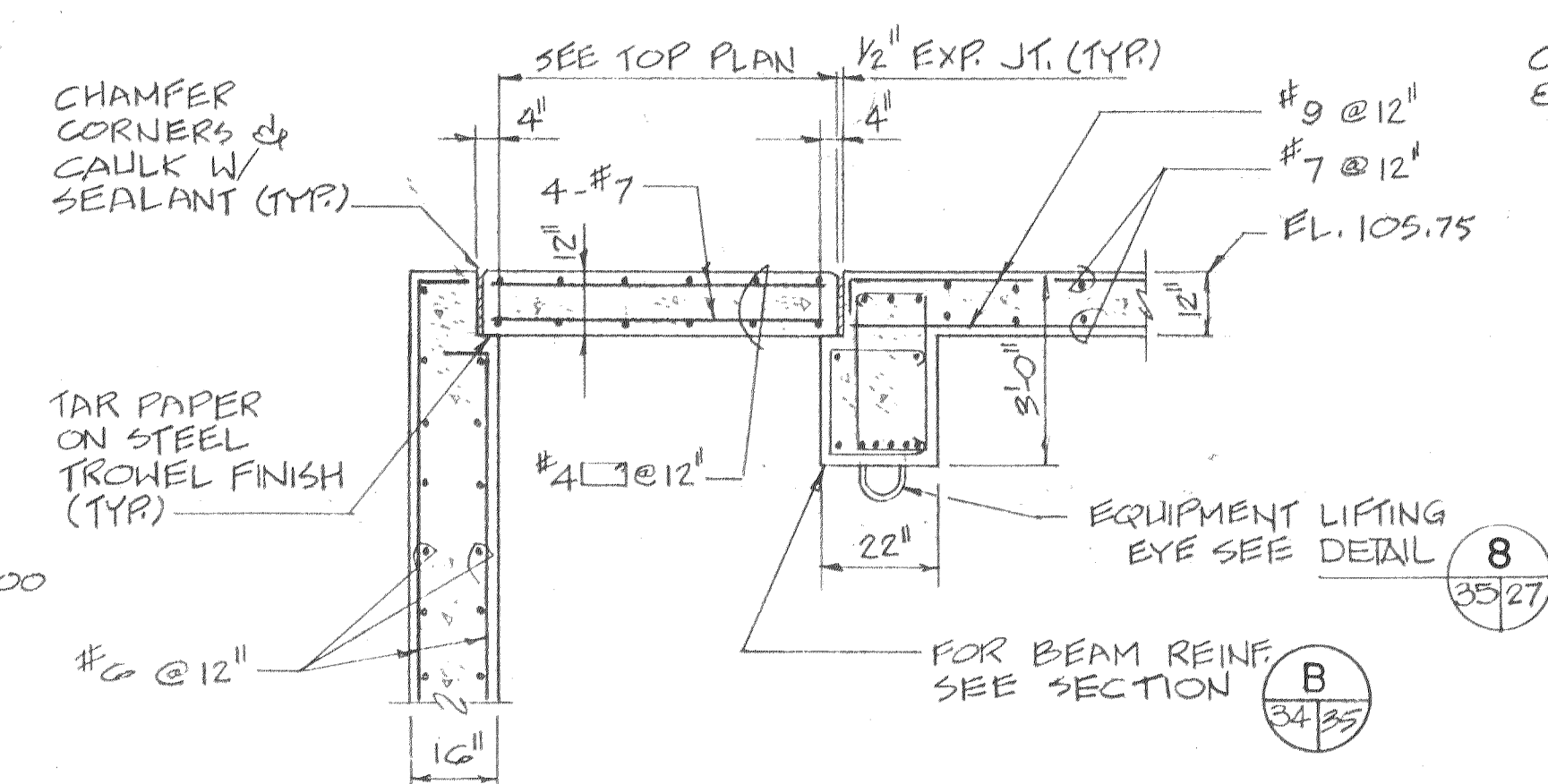
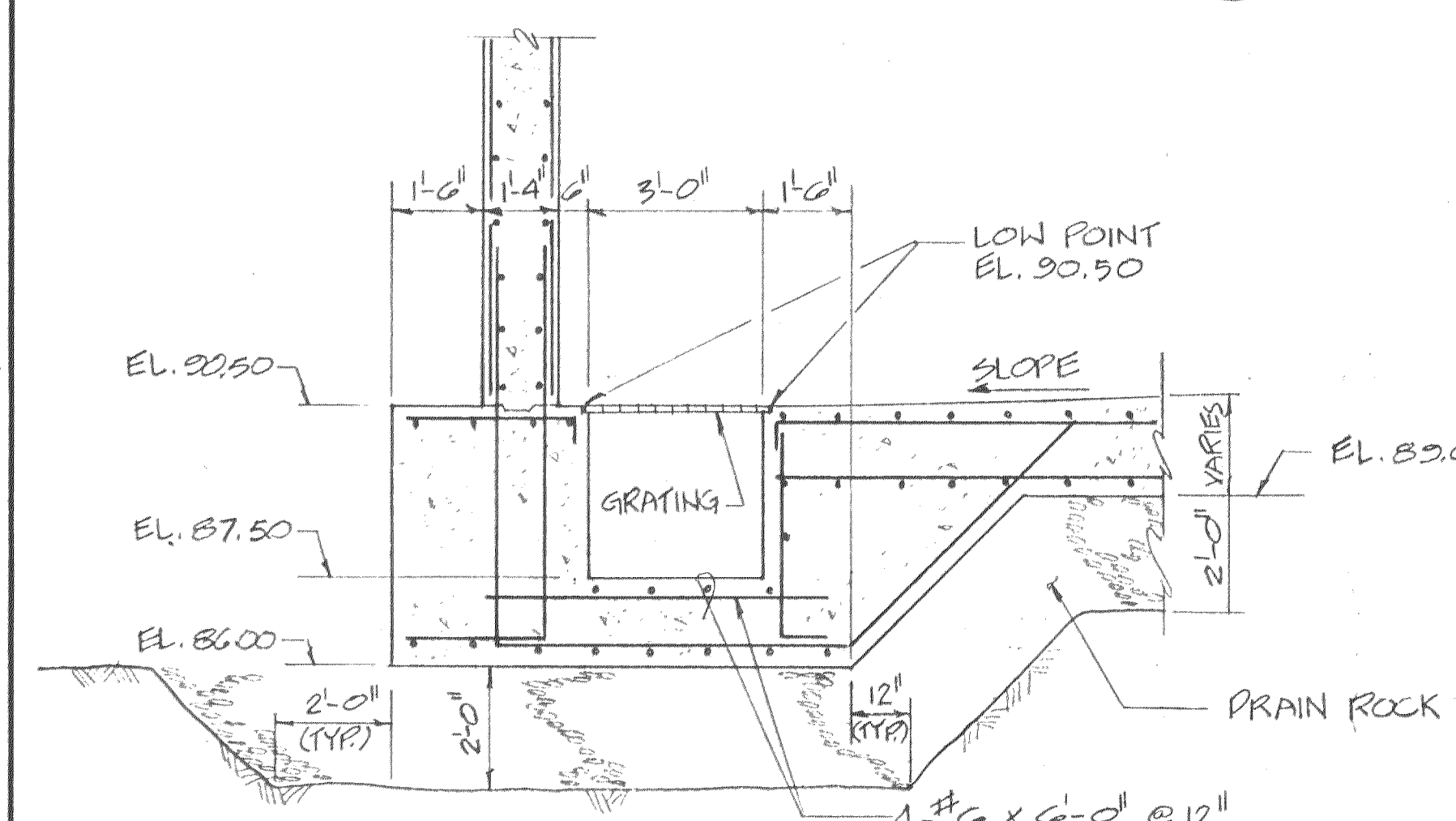
RECORD DRAWING



NOTES:
1. SEE TOP PLAN FOR ADDITIONAL REINF. AT TOP SLAB ORNGS.
2. SEE MECH. DWGS. FOR WALL PENETRATIONS & EQUIPMENT LIFTING EYES.

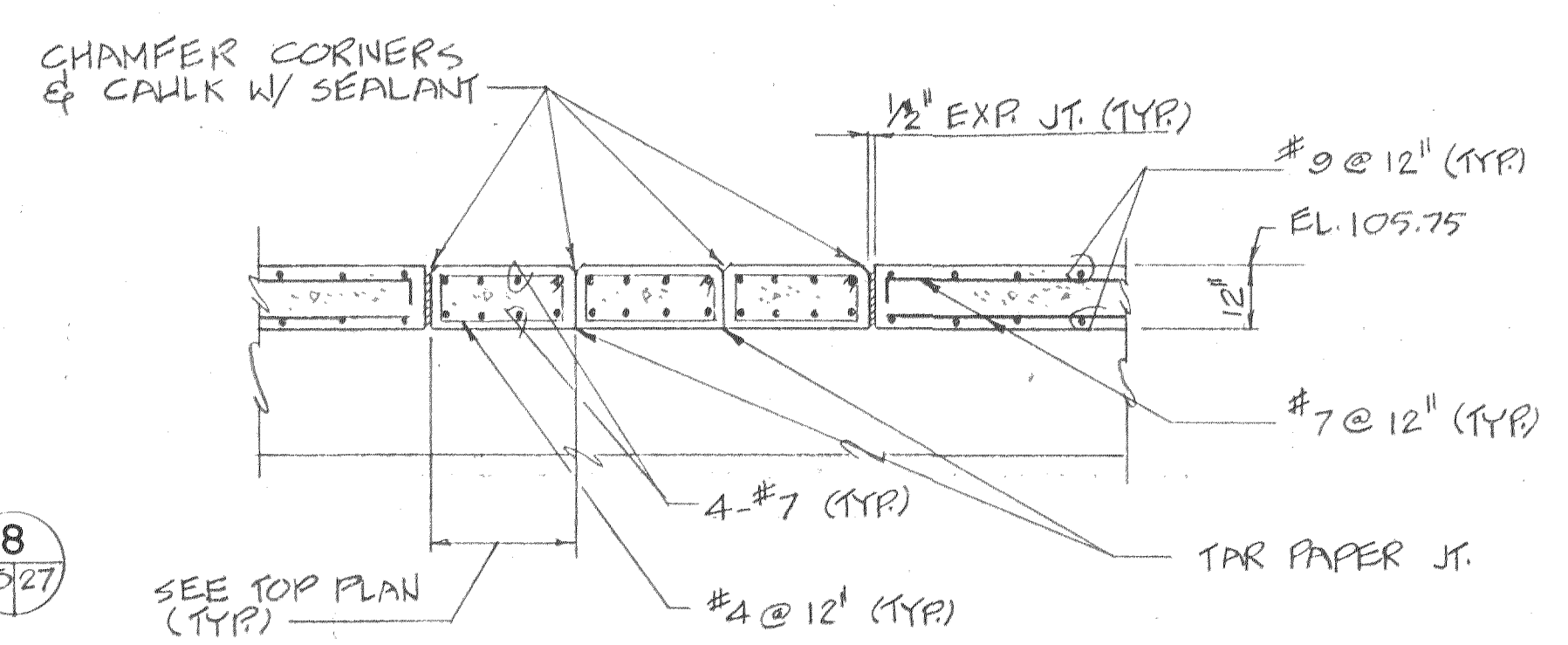
NOTES:
1. SEE TOP PLAN FOR ADDITIONAL REINF. AT TOP SLAB OPENINGS
2. SEE MECH. DWGS. FOR WALL PENETRATIONS AND EQUIPMENT LIFTING EYES.

SECTION A
SCALE: 3/8"=1'-0" 34/35



SECTION E
SCALE: 3/8"=1'-0" 34/35

SECTION B
SCALE: 3/8"=1'-0" 34/35



SECTION F
SCALE: 3/8"=1'-0" 34/35

SECTION C (AS SHOWN)
SCALE: 3/8"=1'-0" 34/35

SECTION D (SIMILAR)
SCALE: 3/8"=1'-0" 34/35

NOTE: ALL WORK ON THIS SHEET IS SCHEDULE I WORK & MUST BE COMPLETED BY 30 NOVEMBER 1978.

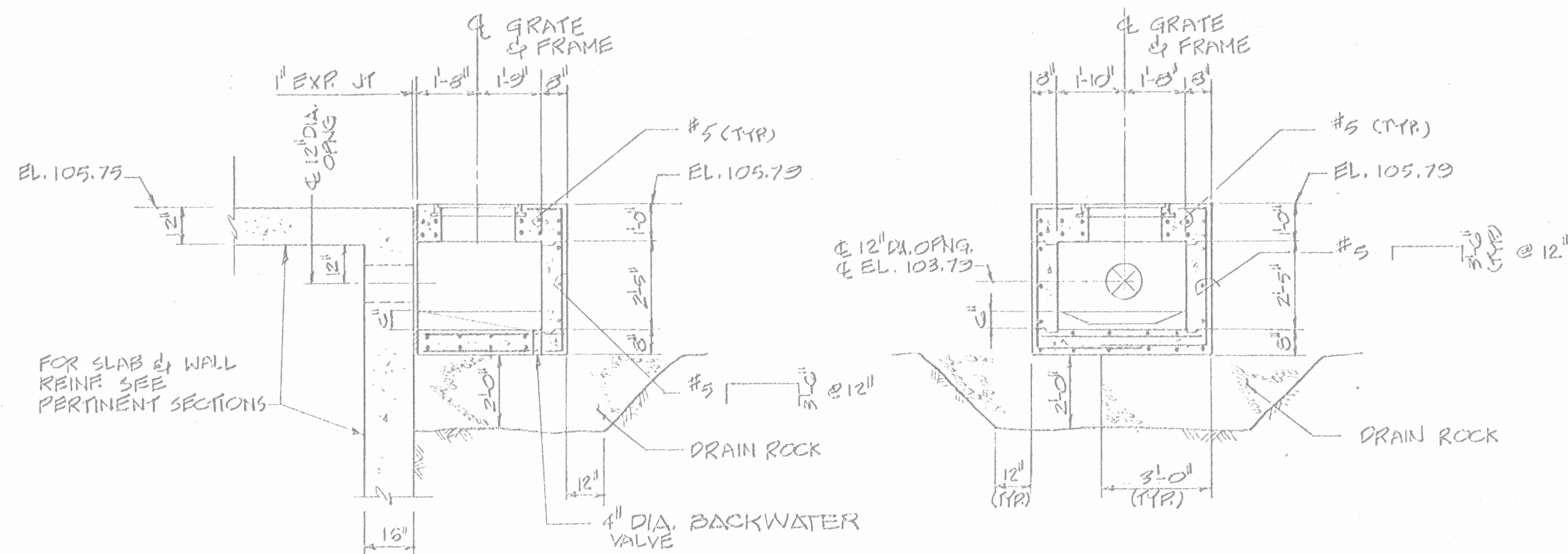
EXTEND COMPLETION DATE OF SCHEDULE I WORK FROM 30 NOV. 1978 TO 6 FEB. 1979

CHANGE ORDER No. 3
CORRECTED TO INCLUDE REVIEW COMMENTS.
GRAPHIC SCALE



JOB NO. 6127		DWG. NO. 35	
SCALE AS SHOWN			
FORCE MAIN BETWEEN HAYWARD AND ALVARADO ALVARADO EFFLUENT VALVE BOX - STRUCTURAL SECTIONS			
SUBMITTED: <i>[Signature]</i>		APPROVED: <i>[Signature]</i>	
KENNEDY ENGINEERS, INC.		SAN FRANCISCO	
WATER QUALITY MANAGEMENT PROGRAM - PHASE I ALAMEDA COUNTY, CALIFORNIA			
DESIGN <i>SA D.</i>		CHECKED <i>[Signature]</i>	
TRACED <i>BMF</i>		DATE 2 AUG 77	
FILE NO. 55-15		SHEET 35	
EAST BAY DISCHARGERS AUTHORITY			

RECORD DRAWING



- NOTES:
1. ALL REINF. SHOWN SHALL BE #5 @ 12" UNLESS OTHERWISE NOTED
 2. FINISH & EXIST. GRADES NOT SHOWN.

SECTION G
SCALE: 3/8" = 1'-0" (24/32)

- NOTES:
1. ALL REINF. SHOWN SHALL BE #5 @ 12" UNLESS OTHERWISE NOTED
 2. FINISH & EXIST. GRADES NOT SHOWN.

SECTION H
SCALE: 3/8" = 1'-0" (24/32)

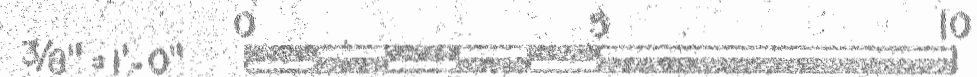
NOTE: ALL WORK ON THIS SHEET IS SCHEDULE I WORK AND MUST BE COMPLETED BY 30 NOVEMBER 1978.

⚠ EXTEND COMPLETION DATE OF SCHEDULE I WORK FROM 30 NOV. 1978 TO 6 FEB 1979.

⚠ CHANGE ORDER No. 3

⚠ CORRECTED TO INCLUDE REVIEW COMMENTS.

GRAPHIC SCALE:



EAST BAY DISCHARGERS AUTHORITY

ALAMEDA COUNTY, CALIFORNIA

WATER QUALITY MANAGEMENT PROGRAM - PHASE I

KENNEDY ENGINEERS, INC. SAN FRANCISCO

SUBMITTED: *Wayne D. Brown* C-10025 APPROVED: *Wayne D. Brown*

FORCE MAIN BETWEEN HAYWARD AND ALVARADO

ALVARADO EFFLUENT VALVE BOX - STRUCTURAL

VENT SECTIONS

JOB NO.
6127

SCALE
AS SHOWN

DWG. NO.

36

Exhibit E

Depiction of EBDA Easement

Recorded at Request of
East Bay Dischargers Authority
When recorded mail to:

East Bay Dischargers Authority
22300 Foothill Blvd., Suite 602
Hayward, CA 94541

NO TAX DUE
EXEMPT TRANSFER

[Signature]
Legal Counsel for East
Bay Dischargers Authority

NO. 78-056982 087

RECORDED

1978 MAR 30 PM 2:01

RENE C. DAVIDSON
ALAMEDA COUNTY, CA.

Space above for Recorder's Use

CONSTRUCTION PROJECT NO. 57402

PARCEL NO. 434

GRANT OF WASTEWATER FACILITIES EASEMENT

Deed made this 13th day of March, 1978, by

UNION SANITARY DISTRICT, 4057 Baine Avenue, Fremont,

, California 94536, Grantor to
EAST BAY DISCHARGERS AUTHORITY, a joint powers agency pursuant
to the laws of the State of California, Grantee.

Grantor, being a member agency of the EAST BAY DISCHARGERS
AUTHORITY, a joint powers agency, and in consideration of
the other members of said agency likewise granting easements for
the installation and operation of facilities for the efficient
disposal of wastewater produced in each agency, grants to Grantee,
its successors and assigns, a right-of-way and easement for the
purpose of laying, installing, constructing, re-constructing,
removing, replacing, repairing, maintaining, operating, and
using as Grantee may see fit for the transmission of waste-
water, and all related substances capable of being transported
through such pipelines, a pipeline or pipelines together with such

-1-

additional facilities, including a pump station, a surge tower, and other appurtenances. Such right-of-way and easement shall be in, on, under, along and across any part of that certain real property in the County of Alameda, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof as though fully set forth herein.

Co-concomitant and co-extensive with the above rights and for the purpose of Grantee, its successors and assigns, to enjoy full and complete rights to the right-of-way and easement above referred to, is the further right in Grantee, its agents, successors, and assigns, of ingress and egress over and on the adjacent lands belonging to Grantor in order to effect the purposes of the easement hereinabove referred to. This right is conditioned upon the reasonable exercise thereof within the purposes of that certain Joint Powers Agreement, dated February 15, 1974, and any modifications or additions thereto. Grantee agrees that it will make such reasonable use such that its use is compatible with the use of the Grantor's existing and planned future sanitary facilities.

Grantor, its agents, successors, or assigns, shall not place or permit to be placed on said easement and right-of-way any building or structure, nor to use the surface of said real property hereinabove described, such that the use interferes with the full enjoyment by

-2-

EBDA-12(A) Member Agency Grant of Wastewater Facilities Easement
(Revised 1/6/77 - Page 2)

Grantee of its rights herein granted except as said rights may be modified by written consent of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above written.

UNION SANITARY DISTRICT,

a Public Corporation

BY: *Conrad Anderson*

COUNTERSIGNED:

BY: *Bryan Tomlinson*

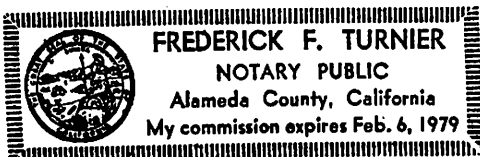
STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss:

On March 13, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared CONRAD ANDERSON AND BYRON Tomlinson, known to me to be the persons who executed the within instrument on behalf of the public corporation therein named, and acknowledged to me that such public corporation executed the same.

WITNESS my hand and official seal.

Frederick F. Turnier

Notary Public



PAGE 1 OF 2 PAGES
E.B.D.A. PARCEL NO. 434-11
OWNER - UNION SANITARY DISTRICT
ASSESSOR PARCEL NO. PORTION OF
482-40-2-11 & 2-22
DATE - APRIL 29, 1977
REVISED - DECEMBER 19, 1977

EXHIBIT "A"
GRANT OF EASEMENT

THAT PARCEL OF LAND IN THE TOWNSHIP OF WASHINGTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THAT PARCEL OF
LAND DESCRIBED IN THE DEED TO UNION SANITARY DISTRICT, RECORDED UNDER
RECORDER'S SERIES NUMBER 74-84661 IN THE RECORDS OF ALAMEDA COUNTY,
CALIFORNIA, SAID LINE ALSO BEING THE INTERSECTION OF THE WESTERLY LINE
OF THAT PARCEL OF LAND DESCRIBED IN DEED TO ALAMEDA COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT RECORDED UNDER RECORDER'S
SERIES NUMBER 74-84660 IN THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA
WITH THE SOUTHERLY LINE OF BENSON ROAD; THENCE ALONG SAID EASTERLY
LINE OF THE PARCEL OF LAND DESCRIBED IN DEED TO UNION SANITARY DISTRICT,
SOUTH 0°56'36" WEST, 23.83 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE PARCEL OF LAND
DESCRIBED IN DEED TO UNION SANITARY DISTRICT SOUTH 0°56'36" WEST,
40.07 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 87°30'38" WEST,
174.41 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 209.98 FOOT
RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 86°36'11",
A DISTANCE OF 317.40 FEET; THENCE TANGENT TO LAST SAID CURVE,
SOUTH 0°54'26" WEST, 196.07 FEET; THENCE NORTH 89°05'34" WEST,

78-056982

RE:5322 IM:538

PAGE 2 OF 2 PAGES

E.B.D.A. PARCEL NO. 434-11

OWNER - UNION SANITARY DISTRICT

ASSESSOR PARCEL NO. PORTION OF

482-40-2-11 & 2-22

DATE - APRIL 29, 1977

REVISED - DECEMBER 19, 1977

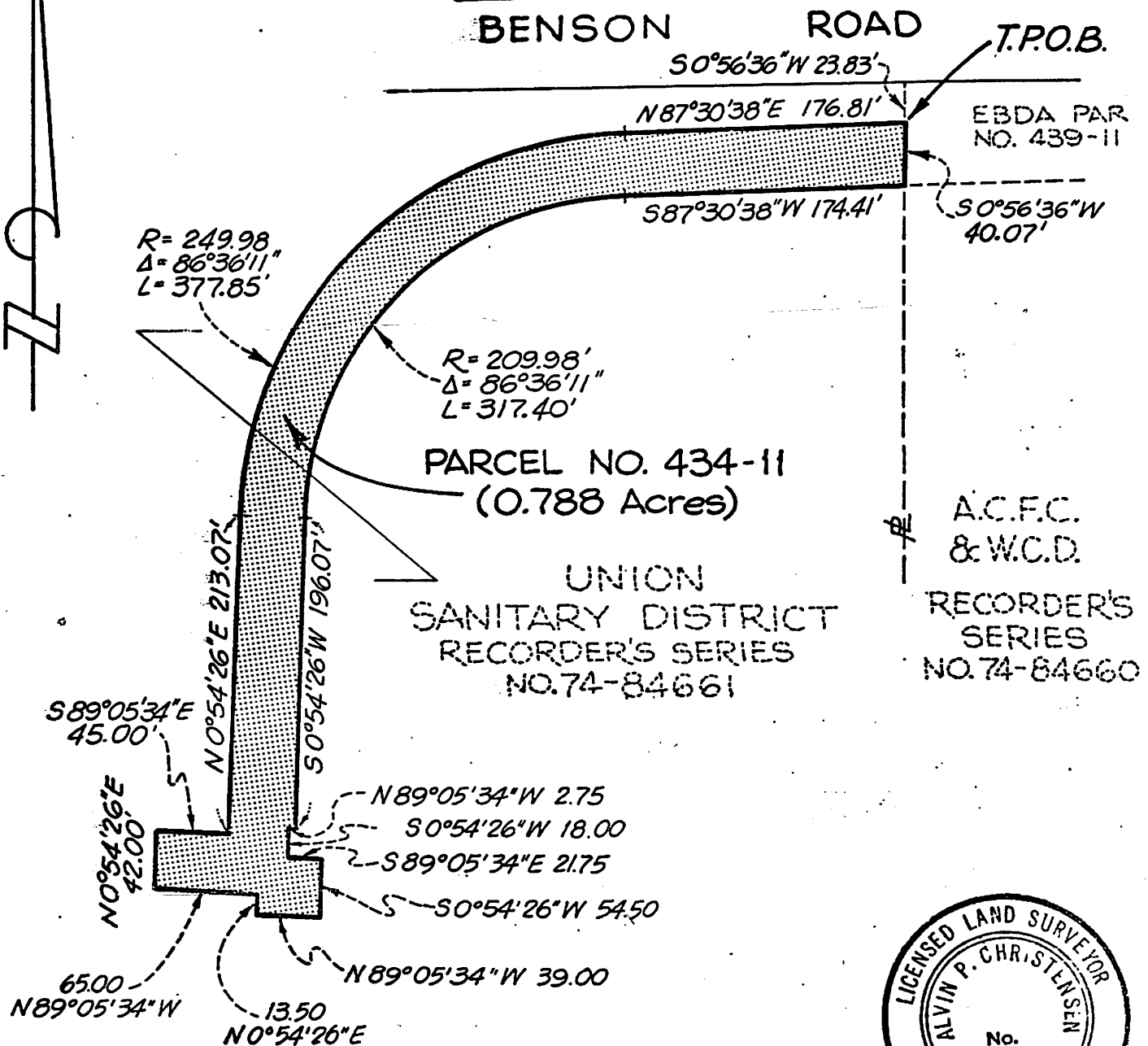
2.75 FEET; THENCE SOUTH 0°54'26" WEST, 18.00 FEET;
THENCE SOUTH 89°05'34" EAST, 21.75 FEET; THENCE SOUTH 0°54'26" WEST,
54.50 FEET; THENCE NORTH 89°05'34" WEST, 39.00 FEET;
THENCE NORTH 0°54'26" EAST, 13.50 FEET; THENCE NORTH 89°05'34" WEST
65.00 FEET; THENCE NORTH 0°54'26" EAST, 42.00 FEET; THENCE
SOUTH 89°05'34" EAST, 45.00 FEET; THENCE NORTH 0°54'26" EAST,
213.07 FEET; THENCE NORTHERLY ALONG THE ARC OF A 249.98 FOOT RADIUS TANGENT
CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°36'11", A DISTANCE
OF 377.85 FEET; THENCE TANGENT TO LAST SAID CURVE, NORTH 87°30'38" EAST,
176.81 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 0.788 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE
SYSTEM, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCE MULTIPLY DISTANCE
SHOWN BY 1.0000692.


ALVIN POWELL CHRISTENSEN, L.S. 3936



78-056982



THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCE MULTIPLY DISTANCE SHOWN BY 1.0000692

Alvin P. Christensen
ALVIN P. CHRISTENSEN, L.S. 3936

OPERATION BY DATE			EAST BAY DISCHARGERS AUTHORITY		EBC Approval by:	
Surveyed:			PARCEL NO. 434-11 UNION SANITARY DISTRICT GRANT OF EASEMENT		Reach:	
Drawn: A.R. 12-19-77					400	
Designed: A.R. 12-19-77						
Checked: AR 12-19-77					Sheet 1 of 1	
Scale: 1" = 100'			EAST BAY CONSULTANTS		EBC Job No: 1891-153	
Rev. Date:			A JOINT VENTURE • MURRAY-McCORMICK, INC. • WILSEY & HAM 7700 EDGEWATER DRIVE, SUITE 654, OAKLAND CA, 94621 (415) 635-0750			

CERTIFICATE OF ACCEPTANCE

RE:5322 IM:540

10-056982

THIS IS TO CERTIFY that the interest in real property conveyed by that
GRANT OF WASTEWATER FACILITIES EASEMENT, dated MARCH 13, 1978,
from UNION SANITARY DISTRICT
to EAST BAY DISCHARGERS AUTHORITY, a joint powers agency pursuant to the laws of
the State of California, is hereby accepted by the undersigned Chairman and
Manager on behalf of said Authority pursuant to the authorization conferred by
resolution of the Commission of said Authority on the 16th day of March,
1978, and the Grantee consents to recordation thereof by its duly authorized
officers.

DATED: March 16, 1978

EAST BAY DISCHARGERS AUTHORITY,
A Joint Powers Agency

BY: Jack D. Maltester

Chairman

BY: Wayne A. Bruce

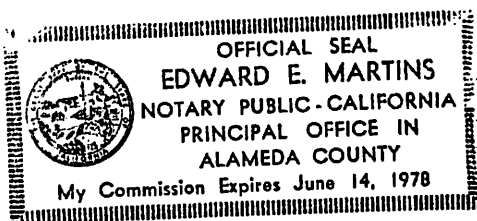
Manager

PUBLIC AGENCY

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)ss

On March 16, 1978, before me, the undersigned, a Notary Public
in and for said State, personally appeared JACK D. MALTESTER and
WAYNE A. BRUCE, known to me to be the Chairman and Manager of
the Commission of the EAST BAY DISCHARGERS AUTHORITY, and known to me to be the
persons who executed the within instrument on behalf of said political subdivision
and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal.



Edward E. Martins

EBDA-11 (Certificate of Acceptance)

2/77

Public Agency (CC 1191)

Exhibit F

Depiction of EBDA Easement BILL OF SALE
(EBDA Facilities)

THIS BILL OF SALE ("Bill of Sale") is from the East Bay Dischargers Authority, a joint exercise of powers authority ("**Authority**") to the Union Sanitary District, a California sanitary district ("**USD**" or "**District**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, Authority hereby absolutely and unconditionally sells, transfers and assigns to District all of Authority's right, title and interest in all improvements, fixtures, equipment, and any other tangible personal property described in Attachment 1 attached hereto (collectively, the "**EBDA Facilities**").

Authority hereby represents and warrants that it holds the EBDA Facilities and is transferring them to District free and clear of all liens, claims and encumbrances, and that it has full right, title and authority to transfer the EBDA Facilities to District as provided in this Bill of Sale.

This Bill of Sale shall be governed by California law applicable to contracts executed and wholly performed in that state, may be signed in counterparts, and shall be effective immediately upon execution.

IN WITNESS WHEREOF, the Authority has executed this Bill of Sale as of the date set forth below, to be effective as set forth above.

Dated: _____

East Bay Dischargers Authority, a joint exercise of powers authority

By: _____
Jacqueline Zipkin

Its: General Manager

ATTACHMENT 1 – EBDA Facilities

- Exhibit A is intentionally left blank.
- Effluent pump station located on property known as County Assessor's Parcel Number 77A-746-9, on District property ("**Pump Station**"), as depicted on Exhibit B attached hereto.
- Surge tower located on District property ("**Surge Tower**"), as depicted on Exhibit C attached hereto.
- New force main segment installed as part of USD's Relocation Project, from the Pump Station to approximately 100 feet downstream of the most easterly temporary ETSU Phase 1B tie in. This new force main depicted in Exhibit D is referred to as the "**Force Main Segment**."
- Easement over District Property to effectuate the Authority's ownership of the EBDA Facilities, which is recorded in the Official Records of Alameda County on Reel 5322, Image 534, and is further depicted in Exhibit E, attached hereto ("**Easement**").

Exhibit G

Revisions to Schedule A of the East Bay Dischargers Authority Amended and Restated Joint Exercise of Powers Agreement dated July 1, 2020

SCHEDULE A

AUTHORITY FACILITIES

A. Upon its formation in 1974, the Authority was responsible for overseeing construction of the "Phase I Project," which was funded by a Clean Water Grant. The Phase I Project included construction of facilities to be owned by the Authority, as well as facilities to be owned by the Agencies. As such, the original Joint Powers Agreement defined Joint and Sole Use Facilities to delineate those Joint facilities to be owned and operated by the Authority and Sole Use Facilities to be owned and operated by the Agencies. In this Amended and Restated Agreement, those facilities owned and operated by the Agencies are deemed no longer relevant to the Agreement, and therefore those Sole Use Facilities have been removed from this Schedule. Those facilities owned and operated by the Authority have been renamed Authority Facilities or Facilities and are enumerated below.

B. Authority Facilities or Facilities are:

1. Control System
2. Operations Center
3. Bay Outfall
4. Marina Dechlorination Facility (MDF)
5. Oro Loma Dechlorination Facility
6. Oro Loma Effluent Pump Station (OLEPS)
7. Marina to Oro Loma Force Main
8. Oro Loma to Hayward Force Main
9. Hayward Effluent Pump Station (HEPS)
10. Hayward to Union Force Main
- ~~11. Union Effluent Pump Station (UEPS)~~
- ~~12.11.~~ Skywest Irrigation Project
- ~~14.12.~~ Other such additional facilities as determined by the Commission to be Authority Facilities

Exhibit H

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

Union Sanitary District
Attn: General Manager
5072 Benson Road
Union City, CA 94587

[Exempt from recording fee per Gov.
Code § 27383]

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

APNs: _____

QUITCLAIM DEED

This Quitclaim Deed is made this _____ day of _____, 20226, by East Bay Dischargers Authority, a joint exercise of powers authority (the "**Grantor**") to Union Sanitary District, a California sanitary district ("**Grantee**").

NOW THEREFORE, FOR VALUE RECEIVED, Grantor does hereby remise, release and forever quitclaim to Grantee all of Grantor's right, title and interest in and to that certain real property ("**Property**") situated in unincorporated Contra Costa County, State of California, more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein, including any and all rights as set forth in an easement recorded in the Official Records of Alameda County at Reel 5322, Image 534, together with all of Grantor's right, title, and interest in and to the facilities, and other improvements located on or about said Property.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized as of this _____ day of _____, 2026.

GRANTOR:

EAST BAY DISCHARGERS AUTHORITY,
a joint exercise of powers authority

By: _____
Jacqueline Zipkin, General Manager
[Notary Acknowledgment Required]

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

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

Signature: _____ (seal)

ATTACHMENT A
Property Description

[insert legal description of site encompassing EBDA Facilities and easement]

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code section 27281, this is to certify that the interest in real property conveyed by the Quitclaim Deed from East Bay Dischargers Authority, a joint exercise of powers authority, as Grantor, to Union Sanitary District, a California sanitary district, as Grantee, is accepted by the undersigned officer or agent on behalf of the Board of Directors of the Union Sanitary District, a California sanitary district, pursuant to authority conferred by Resolution Number _____, of the Board of Directors of Grantee adopted on _____, 202__, and the Grantee consents to the recordation thereof.

UNION SANITARY DISTRICT,
a California sanitary district

By: _____
Paul R. Eldredge, General Manager
[Notary Acknowledgment Required]



ITEM NO. 17

REGULATORY AFFAIRS COMMITTEE AGENDA

Wednesday, June 17, 2026 at 2:00 PM

**East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA 94580**

Committee Members: Johnson (Chair); Andrews

- RA1. Call to Order**
- RA2. Roll Call**
- RA3. Public Forum**
- RA4. EBDA NPDES Compliance – See Item No. OM4**
(The Committee will review NPDES Permit compliance data.)
- RA5. BACWA Key Regulatory Issues Summary**
(The Committee will review BACWA's issues summary.)
- RA6. Nutrients Group Annual Report and Nutrient Trading Update**
(The Committee will review recent information on nutrients in the Bay.)
- RA7. Authorization for the General Manager to Execute an Amendment to the Agreement with EOA, Inc. for Permitting Support in the Amount of \$90,000, for a Total Contract Amount of \$190,000**
(The Committee will consider the item.)
- RA8. Adjournment**

Any member of the public may address the Committee at the commencement of the meeting on any matter within the jurisdiction of the Committee. This should not relate to any item on the agenda. Each person addressing the Committee should limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Committee on any agenda item should do so at the time the item is considered. Oral comments should be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Administration Manager at (510) 278-5910 or juanita@ebda.org. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Explanation
East Bay Dischargers Authority
Regulatory Affairs Committee
June 17, 2026

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are also posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

**Next Scheduled Regulatory Affairs Committee Meeting
September 14, 2026 at 11:00 am**

ITEM NO. RA5 BACWA KEY REGULATORY ISSUES SUMMARY

Recommendation

For the Committee's information only; no action is required.

Strategic Plan Linkage

1. **Regulatory Compliance:** Proactively meet or exceed regulatory requirements for protection of the environment and public health.
 - a. Represent EBDA and the Member Agencies' interests by preemptively engaging in development of emerging regulations and permits and advocating for reasonable, science-based decisions.
 - c. Ensure compliance with non-NPDES permits and regulatory requirements, including air quality and hazardous waste.
 - e. Track and share scientific and regulatory developments related to emerging contaminants, and advocate for source control.

Background

Periodically, BACWA's Regulatory Program Manager updates a Key Regulatory Issues Summary that contains succinct information on regulatory issues of interest to Bay Area wastewater agencies. The Summary matrix contains background, challenges and recent updates, next steps for BACWA, and links to key resources and documents.

Discussion

The most recent issue summary is attached. This latest version highlights updates made in purple. Previous versions are available at <https://bacwa.org/regulatory-issues-summaries/>.



KEY REGULATORY ISSUE SUMMARY

Updated May 6, 2026

Action items for member agencies are in **bold**

Contents	Page			
Nutrients in San Francisco Bay	1	Contaminants of Emerging Concern (CECs)	7	Climate Change Adaptation
SF Bay Nutrients Watershed Permit	2	Microplastics	8	Climate Change Mitigation
Ocean Acidification & Hypoxia	3	Per- and Polyfluoroalkyl Substances (PFAS)	9	Toxic Air Contaminants
Pesticides	4	Sanitary Sewer Systems	10	Air District Permitting
Mercury and PCBs	5	Laboratory Accreditation	11	Recycled Water
State Water Board Toxicity Provisions	6	Biosolids	12	Acronyms

New updates in this version are shown in Purple highlighting – [Link to Previous Versions](#)

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
NUTRIENTS IN SAN FRANCISCO BAY			
- San Francisco Bay receives some of the highest nitrogen loads among estuaries worldwide, yet has not historically experienced the water quality problems typical of other nutrient-enriched estuaries. - In the early 2000s, monitoring data of the Bay suggested that this historic resilience could be weakening. In 2012, stakeholders in the region formed the Nutrient Management Strategy (NMS) to prioritize scientific studies and ensure that all science to be used for policy decisions is conducted under one umbrella. - Program management of the NMS is led by the San Francisco Estuary Institute (SFEI). - In summer 2022, a harmful algae bloom in San Francisco Bay brought increased public attention to this topic.	- For FY27, BACWA is contributing \$2.2M to fund scientific research by the NMS science team, fulfilling a requirement of the 2024 Watershed Permit. - In recent years, the NMS has been successful in attracting funding from other sources, such as NOAA and EPA, complementing BACWA's contributions. - The focus of current scientific efforts is improving model representation of biogeochemistry, light attenuation, dissolved oxygen, and harmful algal bloom dynamics. - In May 2025, the NMS Steering Committee finalized a multi-year 2025-2030 Science Plan, as well as a more detailed work plan for the near term in the FY26 Program Plan. Recent progress is summarized in the NMS FY26 Annual Report. - A recently completed summary of the NMS science program is available for outreach to interested community members.	Share outreach materials related to nutrients with the general public, such as this BACWA video on clean water infrastructure. Continue to participate in NMS steering committee, planning subcommittee meetings, technical workgroups. Provide funding for scientific studies via the Nutrient Surcharge. - Provide input on two specific NMS tasks in 2026: A reconvening of the Model Advisory Group, and a plan to orient the NMS monitoring program to observe the impacts of POTW nitrogen load reductions. - Continue to leverage BACWA members and technical consultants to provide review of recent work products and charge questions for the science team. - Continue to work with NMS scientists to obtain summaries of scientific accomplishments for public use.	Science to Inform Management: An Overview of the Nutrient Management Strategy BACWA Nutrients Page SFEI Nutrient Management Strategy Page NMS Steering Committee Meeting Materials FY26 Program Plan and 2025-2030 Science Plan NMS Work Products Data Visualizations, including remote sensing of algae blooms Baywise Website

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
SF BAY NUTRIENTS WATERSHED PERMIT			
• The 2024 Nutrients Watershed Permit requires: - o Continued individual POTW nutrient monitoring and reporting; - o Continued funding for science; - o Interim performance-based effluent limits for Total Inorganic Nitrogen (TIN); - o Effective in the 2035 dry season, final water quality-based effluent limits for TIN; - o Continued group annual reporting for each water year (Oct. 1 – Sep. 30), with additional reporting related to the permit’s 10-year compliance schedule; - o Recognition of “early actors” that began implementing nutrient removal projects before October 1, 2024; and - o A regional planning study. • Final effluent limits in the 2024 Nutrients Watershed Permit are 40% lower than actual loads from the 2022 dry season, when the Bay experienced a harmful algae bloom. • More information related to previous Nutrients Watershed Permits is available on the BACWA website. • Through the nutrient surcharge levied on permittees, BACWA funds compliance with these provisions of the 2024 Nutrients Watershed Permit on behalf of its members: - o Funding for scientific studies - o Group Annual Reporting - o Regional Planning Study	• BACWA, supported by a consultant team at HDR, is preparing a Regional Planning Study to describe region-wide plans for Permit compliance. The study is due in March 2029. • The Freshwater Trust is furthering their 2025 Water Quality Trading Feasibility Assessment by developing details of a proposed trading framework. In March 2026, BACWA submitted a coalition grant proposal to EPA’s San Francisco Bay program to fund this and other innovative regional efforts to reduced nutrients. • The most recent Group Annual Report summarizes POTW nutrient loading trends. Agency planning for TIN load reductions is summarized in Attach. 2. • The 2024 Permit contains a 10-year compliance schedule for complying with the final effluent limits. Some agencies will have difficulty meeting this deadline due to the magnitude and complexity of anticipated projects. • The Regional Water Board is working on a Basin Plan Amendment that will allow compliance schedules longer than 10 years in limited circumstances. An informal draft Basin Plan Amendment was shared with BACWA members in August 2025, and BACWA provided comments. • The Regional Water Board is working on refinements to the draft Basin Plan Amendment, which will lead to a public draft of the Basin Plan Amendment and related CEQA effort. BACWA plans to provide financial support for the CEQA consultant.	• Participate in a Water Quality Trading Framework workshop planned for late summer 2026. The workshop will provide an opportunity for BACWA members to learn about the proposed trading framework, ask questions, and hold peer-to-peer discussions in a facilitated setting. • Follow guidance on reporting 5-month average dry season TIN loads to CIWQS with each agency’s annual self-monitoring report. BACWA provided members with updated tips for reporting TIN loads in December 2025, reflecting a minor permit modification related to TIN reporting. • BACWA will continue to facilitate information-sharing on technical topics, such as the 2024 technical seminar on nutrient removal technology at Bay Area wastewater treatment plants, and the June 2025 tour of innovative treatment technologies at Linda County Water District. In June 2026, BACWA is planning to hold an information-sharing session where members will share outcomes of recent optimization efforts to remove TIN. • Work with the Regional Water Board to support completion of CEQA Substitute Environmental Documentation for the planned Basin Plan Amendment.	2024 Nutrients Watershed Permit 2024 Resolution on Extending Compliance Schedule December 5, 2025 Minor Permit Modification BACWA Nutrients Page Resources from Dr. David Jenkins Technical Series Nutrient Seminar (2024) Scoping Plan for Regional Planning Study 2025 Water Quality Trading Feasibility Assessment Group Annual Report submitted April 1, 2026

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
OCEAN ACIDIFICATION & HYPOXIA			
• Ocean acidification (low pH) is one of the potentially harmful effects of climate change in water bodies. It is caused by the uptake of carbon dioxide from the atmosphere and other sources. Ocean acidification threatens the survival of many marine organisms, especially those with carbonate shells which can dissolve under low-pH conditions. • Nutrients from wastewater and other sources can cause algae blooms which can lead to hypoxia (low dissolved oxygen) when the algae decays and exerts biological oxygen demand. This process can also lead to acidification when the carbon from the algae is released into the ocean as carbon dioxide. Because nutrient inputs and algal production can contribute to both problems, they are grouped together under the umbrella term “Ocean Acidification & Hypoxia” (OAH). • State Water Board policy regarding discharges to the Ocean are contained in the California Ocean Plan. Currently, no regulations in the Ocean Plan directly address OAH caused by wastewater discharges. However, future regulations could limit coastal discharges of nutrients in order to reduce the potential for OAH. • The Ocean Protection Council (OPC) is the main State agency supporting scientific efforts related to Ocean OAH along the California coast.	• The Ocean Protection Council has funded the Southern California Coastal Water Research Project (SCCWRP) to conduct research and modeling on OAH due to nutrient pollution in southern California and along the San Francisco and Monterey coasts. Early modeling results show that the anthropogenic nutrient contributions to OAH is small in this region. • In 2023-2024, the National Water Research Institute convened an expert review panel to review the modeling efforts led by SCCWRP. Stakeholders are now implementing the expert panel’s recommendations to improve the model and make it suitable for application in a regulatory context. • In FY26, BACWA is financially contributing to a CASA-led study of POTW nutrient loading to the coastal ocean between Monterey Bay and the Golden Gate. The study also includes an independent review of the ROMS-BEC model. • OPC’s Strategic Plan for 2026-2030, calls for “multi-benefit infrastructure upgrades” to “reduce nutrients to California’s coast and ocean.” • As of April 2026, the State Water Board is soliciting data related to ocean acidification and hypoxia to inform the assessment in the 2030 listing cycle of the California Integrated Report (303(d) List). The Water Boards are also considering use of ROMS-BEC model outputs for this assessment.	• Continue to track refinement of SCCWRP’s modeling tools, which could be used to establish State Water Board policy on nutrient discharges to the coastal ocean. The wastewater community is advocating for model improvements to accurately capture the impacts of wastewater discharges, and to inform monitoring work that will support our understanding of ocean impacts of nutrients. • Continue to participate in the San Francisco Bay Nutrient Management Strategy, which is already addressing many related issues.	State Water Resources Control Board’s California Ocean Plan Timelines for Planning, Policy, and Permitting Efforts at the State and Regional Water Boards Ocean Acidification and Hypoxia - California Ocean Protection Council Strategic Plan for 2026-2030, California Ocean Protection Council National Water Research Institute - Expert Review Panel Data Solicitation for 2030 303(d) Listing Cycle

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
PESTICIDES			
- Pesticides are regulated via the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and not the Clean Water Act. POTWs do not have the authority to regulate pesticide use in their service area, but may be responsible for pesticide impacts to their treatment processes or to surface water. - EPA reviews all registered pesticides at least once every 15 years. Each review allows an opportunity for public comment. - Through the Bay Area Pollution Prevention Group (BAPPG) Pesticides Committee, BACWA aims to proactively support a scientific and regulatory advocacy program so that pesticides will not impact POTWs' primary functions of collecting and treating wastewater, recycling water, and managing biosolids, or impact receiving waters via the "down the drain" route. - BACWA continues to fund consultant support to write comment letters advocating for the consideration of POTW and surface water issues by EPA and the California Department of Pesticide Regulation (CalDPR). - The Regional Water Board leverages BACWA's efforts to provide their own comment letters.	- The BAPPG Pesticides Committee has developed a workplan for outreach on pet pesticides (see Jan. 2025 presentation). - Based on the most recent (May 2026) BAPPG/BACWA Pesticide Watch List, the pesticides of highest concern in wastewater are Pyrethroids (21 chemicals), Fipronil, Imidacloprid, and Chlorpyrifos. The "moderate concern" tier includes pesticides with copper, zinc, and silver, the preservative carbendazim, and Quaternary Ammonium Compounds. - CalDPR is beginning to implement its Sustainable Pest Management Roadmap by setting up a process for pesticide prioritization. In April 2026, CalDPR announced formation of a new Scientific Prioritization and Review Committee (SPARC) to provide science-based recommendations for addressing potential risks to human health and the environment from pesticide use. One of the SPARC members has worked with the BAPPG Pesticides Committee. - In December 2025, CalDPR released a draft aquatic life risk assessment for fipronil in pet products. Fipronil is one of BACWA's the highest-concern pesticides; CalDPR monitoring data shows fipronil is typically present in treated effluent at levels that exceed toxicity thresholds. BACWA submitted a comment letter with specific recommendations for reducing the risk of aquatic toxicity, and requested similar analysis for imidacloprid to avoid regrettable substitution.	BACWA members are encouraged to conduct public and veterinary office outreach using flea and tick outreach toolkits. Baywise.org has flea and tick control messaging for pet owners and veterinarians. In addition, the BACWA website offers member agencies toolkits for conducting outreach to pet owners and veterinary offices. BAPPG's spring 2026 digital ad campaign was targeted at pet pesticides, and the campaign graphics are available for member use. - Advocate for implementation of specific actions from the CalDPR Sustainable Pesticide Management Roadmap. - Continue to comment on and develop summaries of EPA pesticide re-registrations and CalDPR actions. - Engage with EPA on proposed changes to the regulatory approval process for pesticides. - Work with veterinary associations on messaging with respect to flea and tick control alternatives. - Look for opportunities to work with CalDPR on pesticides research. - Work with other regional associations, such as CASQA, to collaborate on funding pesticide regulatory outreach.	BACWA Pesticide Regulatory Support Page Toolkits for Member Outreach on Flea and Tick Pest Control Baywise flea and tick pages CalDPR Sustainable Pest Management Roadmap BAPPG/BACWA Pesticides Watch List (2026) January 2025 Presentation from S. Hughes to BAPPG on Pesticides February 2025 Pesticides Update to BACWA Executive Board CalDPR Aquatic Life Risk Assessment for Fipronil in Pet Products (Draft, December 2025) BACWA Comment Letter on CalDPR Aquatic Life Risk Assessment for Fipronil Materials from BACWA's Spring 2026 Public Outreach Campaign on Pet Pesticides

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
MERCURY AND PCBs			
• The Mercury & PCBs Watershed Permit is based on Total Maximum Daily Loads (TMDLs) for San Francisco Bay for each of these pollutants. • The Mercury & PCBs Watershed Permit was most recently reissued in December 2022, and it continues to require discharger support for risk reduction activities. BACWA is funding risk reduction activities on behalf of its members to comply with this permit provision. • Aggregate mercury and PCBs loads have been well below waste load allocations through 2023, the last year for which data have been compiled. • EPA Method 1668C for measuring PCB Congeners has not been promulgated by EPA. Effluent limitations are based on PCB Aroclors quantified using EPA Methods 625.1 or 608.3. BACWA prepared a guidance document to assist members with reporting results from EPA Method 1668C, which Water Board staff endorsed. • In 2017, EPA adopted federal pretreatment program rules requiring dental offices to install dental amalgam separators. The rule is intended to reduce dental office discharge of mercury. The compliance date was in 2020.	• The Regional Water Board plans to designate three new beneficial uses for Bay Area water bodies: Tribal Tradition and Culture (CUL), Tribal Subsistence Fishing (T-SUB) and Subsistence Fishing (SUB). Water bodies with these beneficial uses could also be assigned lower mercury objectives. • In April 2026, the Regional Water Board adopted a Basin Plan Amendment to incorporate tribal and subsistence fishing beneficial uses into the Basin Plan. The next step is to seek State Water Board approval. A subsequent Basin Plan Amendment will be required to designate the new beneficial uses for specific water bodies within the Bay Area. • In 2024, SFEI worked with stakeholders to develop a fish consumption survey for subsistence fishers that is needed for designation of the new beneficial use. In 2025, BACWA contracted with SFEI to complete a pilot study of the fish consumption survey in 2025-2027. • In late 2024, EPA proposed a Methods Update Rule that would withdraw the existing analytical methods for Aroclors (PCB mixtures) and promulgate a new method for PCB Congeners (Method 1628). The Mercury & PCBs permit uses Aroclors for compliance monitoring. Even if the proposed rule were finalized, there would be no change to monitoring until the Permit is reissued (2027+). • The Regional Water Board tentatively plans to re-open the Mercury TMDL in 2028, and to re-open the PCBs TMDL in 2030.	• Keep members up-to-date on progress of the fish consumption survey that SFEI is piloting. This effort is being used to satisfy the risk reduction activities required for BACWA members to comply with the Mercury & PCBs watershed permit. • Work with Regional Water Board staff to understand the potential impact of a withdrawal of the EPA analytical method for PCBs Aroclors. • Continue to track Basin Plan Amendments that will designate specific water bodies as supporting tribal and substance fishing beneficial uses. BACWA identified implementation challenges in its March 2026 comment letter on the Basin Plan Amendment incorporating these beneficial use definitions into the Basin Plan. • Continue outreach to dentists BAPPG and BACWA's pretreatment committee. Per federal rules, all dental facilities were required to submit one-time compliance reports by October 2020.	2022 Mercury & PCBs Watershed Permit (Effective Feb. 1, 2023) BACWA Risk Reduction Materials Mercury and PCB Load Trends 2013- 2024 Updated July 2025 Basin Plan Amendment - Tribal and Subsistence Fishing Beneficial Uses Fish Consumption Survey of Subsistence Fishers BACWA Guidance on PCB Congeners Sampling, Analysis, and Reporting Protocols (October 2024) EPA Methods Update Rules

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
STATE WATER BOARD TOXICITY PROVISIONS			
- The State Water Board adopted the Statewide Toxicity Provisions in 2021 as state policy for water quality control for all inland surface waters and estuaries. The Provisions establish: - Use of Test of Significant Toxicity (TST) as statistical method to determine toxicity, replacing EC25/IC25; - Numeric limits for chronic toxicity for POTWs >5 MGD and with a pretreatment program; smaller POTWs will receive effluent targets and only receive limits if Reasonable Potential is established; - Regional Water Board discretion on whether to require RPAs for acute toxicity; - For POTWs with <i>Ceriodaphnia dubia</i> as the most sensitive species, numeric targets rather than limits were initially in effect until completion of a statewide quality assurance study in 2023. - The Statewide Toxicity Provisions became effective in June 2023, following EPA approval. Individual NPDES permits reissued in the San Francisco Bay Region are implementing the Toxicity Provisions and requiring use of the TST for chronic toxicity testing. Reissued permits no longer require acute toxicity monitoring.	- EPA has not yet approved the Alternate Test Procedure for whole effluent toxicity testing. Until the Alternate Test Procedures are approved, the Regional Water Board has advised that dischargers should use the full five-concentration series for all tests, including routine monitoring and Species Sensitivity Screening Studies. - The State Water Board collaborated with stakeholders on a special study to improve the quality of <i>Ceriodaphnia dubia</i> testing. Upon completion of the study, the State Water Board compiled resources related to the study for dischargers that plan to use <i>C. dubia</i> for monitoring. - In 2024, the State Water Board received a staff report on implementation of the provisions, which stressed the importance of laboratories being ready to complete 3 chronic toxicity tests within a calendar month when there is a “fail” result. - In 2025, the BACWA Permits Committee provided member training on using the TST to interpret test results. - In August 2025, a California Appellate court ruled that the TST is not authorized under the federal Clean Water Act, but that it was properly adopted under State law. The State Water Board appealed the decision, and in November 2025 the CA Supreme Court granted the State Water Board’s petition for review. - Pending the CA Supreme Court’s review, the Regional Water Board is continuing to reissue NPDES permits that contain effluent limitations and monitoring requirements based on the TST.	Conduct toxicity testing using the Statewide Toxicity Provisions. All member agencies with individual NPDES permits reissued after August 2022 have transitioned to the new toxicity testing requirements. Plan to conduct a species sensitivity screening to comply with the Toxicity Provisions, which require a study no more than 10 years old be used to determine a “Tier I” species for use in compliance monitoring. The BACWA laboratory committee has compiled tips related to sensitivity screening studies for member agencies’ use. As a reminder, agencies should plan to begin using the most sensitive test species once the screening study is complete. - Continue to follow progress of the CA Supreme Court case regarding the validity of the TST as an approved method under the Clean Water Act. - Members hiring a contract laboratory to perform testing using <i>Ceriodaphnia dubia</i> should utilize the Ceriodaphnia dubia Quality Assurance Guidance Recommendations from the multi-laboratory study, including the performance metrics listed in Appendix E of the report.	State Water Board Toxicity Page EPA Approval of Statewide Toxicity Provisions Ceriodaphnia dubia Study Resources, including link to <i>Quality Assurance Guidance Recommendations</i> CASA Webinar on Lessons from Ceriodaphnia Study Lab Committee Tips on Sensitive Species Screening State Water Board November 2024 Status Report on Implementation of Toxicity Provisions February 2025 Permits Committee Training on Using the Test of Significant Toxicity (McC Campbell Analytical) CA Supreme Court Docket for State Water Board’s appeal of Fifth Appellate District opinion

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
CONTAMINANTS OF EMERGING CONCERN (CECS)			
- Pharmaceuticals and other trace contaminants of emerging concern (CECs) are ubiquitous in wastewater at low concentrations and have unknown effects on aquatic organisms. - The San Francisco Bay region has a CECs strategy focusing on monitoring/tracking concentrations of constituents with high occurrence and high potential toxicity. The State Water Board has also expressed support for similar risk-based monitoring strategies for use around the state. - The Regional Water Board has stated that wastewater agencies' voluntary and representative participation in RMP CECs studies is key to avoiding regulatory mandates for CECs monitoring. These studies are informational and not for compliance purposes. - BACWA developed a White Paper on representative participation to support facility selection for these studies. The white paper was updated in 2024 to include statistical information about POTWs to assist with future CECs study design.	- Bay dischargers are continuing to provide supplemental funding for RMP CECs studies through the NPDES Permit Amendment adopted in 2021 by the Regional Water Board (R2-2021-0028). - In the Bay Area, the RMP has designated organophosphate esters (OPEs) and PFAS as CECs of "high" concern. - CECs of "moderate" concern include alkylphenols and alkylphenol ethoxylates, bisphenols, fipronil and its degradates, imidacloprid, and microplastics. Carbendazim, a preservative used in paints and other products, was added to the "moderate" concern tier in 2024. - Quaternary Ammonium Compounds (QACs) are one of several classes of chemicals categorized as a "potential concern" due to lack of data. Monitoring studies of Bay water and stormwater are planned in coming years. A report on QACs in wastewater was published by SFEI in 2024. - In 2024, both the RMP Annual Meeting and the RMP's annual publication, <i>The Pulse of the Bay</i>, focused on CECs in San Francisco Bay. - In 2026, RMP scientists began work on a study to quantify the expected CECs removal benefits of planned treatment upgrades for nutrient removal in the Bay Area. The first phase of the study is focused on a literature review.	- Continue to participate in the RMP Emerging Contaminants Workgroup. - Participate in RMP studies by collecting wastewater samples at member facilities. For 2026, the Emerging Contaminants Workgroup is focusing mainly on stormwater-related studies, including a study of PFAS in precipitation. The workgroup also plans to conduct wastewater and stormwater monitoring of biocidal preservatives, including carbendazim and isothiazolinones. Budgeting for the workgroup's 2027 studies is not yet finalized, but proposed future projects include a study of parabens in wastewater, as well as a study of QACs in wastewater and upstream industrial sources. - Work with RMP staff to assist with study design for any new studies of CECs in wastewater.	RMP Emerging Contaminant Workgroup RMP Emerging Contaminant Workgroup April 2026 Annual Meeting Materials BACWA CECs White Paper (2024 version) 2021 NPDES Permit Amendment for Monitoring and Reporting State Water Board CECs webpage SFEI Report on QACs in Wastewater The Pulse of the Bay 2024 – Contaminants of Emerging Concern RMP 2024 Annual Meeting Materials RMP Report: Contaminants of Emerging Concern in San Francisco Bay – A Strategy for Future Investigations (2024 version) Emerging Contaminants Update from SFEI (Presentation to BAPPG) August 2025

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
MICROPLASTICS			
• Microplastic pollution is an environmental threat with the potential to impact wastewater disposal and reuse, as well as biosolids end uses. • Microplastics have been a focus of the RMP in recent years. One conclusion of the RMP work is that POTWs contribute much lower microplastic loads than stormwater. As a result, the RMP is focusing future microplastics sampling efforts on stormwater pathways. • In 2022, the Ocean Protection Council (OPC) adopted a Statewide Microplastics Strategy that calls for increased water recycling, additional monitoring of wastewater, source control in wastewater, and additional scientific research. • OPC funded a study of microplastic removal through wastewater treatment processes, with participation from several BACWA member agencies. The study was completed in August 2024 and found overall removal efficiencies between influent and effluent averaged 95% 99%, and 99.9% for primary, secondary, and tertiary treatment, respectively. • Ongoing microplastics investigations by the RMP are focused on tire particles in stormwater.	• The 2024 California Integrated Report (303(d) List) adopted by the State Water Board notes that San Francisco Bay is “potentially threatened” by microplastics. Due to data limitations, the Bay was <u>not</u> listed as an impaired water body during this listing cycle. • Unlike the 2024 Integrated Report, the 2026 Draft California Integrated Report (303(d) List) did not include an assessment of impairment due to microplastics. • Additional research to improve scientific understanding of microplastics in aquatic ecosystems will be needed to support a future impairment determination for the Bay. The Water Boards and OPC are supporting allocation of funding towards these research efforts. • In 2025, the Governor vetoed AB 823. The legislation would have expanded the existing ban on microbeads in rinse-off personal care products (per AB 888 (2015)) to include cleaning products and leave-on personal care products. • In February 2026, the OPC and SFEI released a draft strategy for monitoring macro- and microplastics in California’s aquatic environments. The draft strategy recommends continued wastewater and stormwater monitoring to understand upstream sources and relative loads, but also notes challenges with sample collection and analysis.	• Continue to participate in the RMP Microplastics Workgroup. The workgroup is currently focused on monitoring efforts in the Bay and in urban stormwater. • Review and share the results of CASA-funded work being completed at the Southern California Coastal Water Research Project (SCCWRP) that is an add-on component to the recently completed OPC microplastics study. The add-on study assessed how well autosampling equipment, typically used by POTWs to collect wastewater samples for monitoring and compliance purposes, may provide representative samples for microplastics. As of March 2026, the final report for the add-on study report was undergoing stakeholder review. • Continue tracking State Water Board and Ocean Protection Council actions via the CASA Microplastics Workgroup.	BACWA Microplastics Fact Sheet RMP Microplastics Workgroup Ocean Protection Council Microplastics Strategy SCCWRP Report on Microplastics in California Wastewater Treatment Plants (2024) 2024 California Integrated Report / 303(d) List 2026 Draft California Integrated Report / 303(d) List OPC Plastics Monitoring Strategy (Draft, February 2026)

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)			
- Per- and polyfluoroalkyl substances (PFAS) are a group of human-made substances that are very resistant to heat, water, and oil. PFAS are used in surface coating and protectant formulations. Common PFAS-containing products are non-stick cookware, cardboard/paper food packaging, water-resistant clothing, carpets, and fire-fighting foam. PFAS in consumer products are a major source of PFAS to POTWs. - Perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) are two types of PFAS no longer manufactured in the US; however, other types of PFAS are still produced and used in the US. - PFAS are persistent in the environment, can accumulate within the human body, and have demonstrated toxicity at relatively low concentrations. - Potential regulatory efforts to address PFAS focus on drinking water in order to minimize human ingestion of these chemicals, although regulators have also expressed concern about uptake through food, especially fish. - In 2020, the State Water Board issued an investigative order for POTWs. At that time, BACWA obtained approval to fund and conduct a Regional PFAS Study in lieu of the investigative order. - In 2021, EPA released a PFAS Strategic Roadmap.	- In 2024, EPA finalized Maximum Contaminant Levels (MCLs) for several PFAS compounds in drinking water. In 2025, EPA announced its intent to retain the MCLs for PFOS and PFAS only, and to rescind the MCLs for the other PFAS compounds. The CA Division of Drinking Water California is working to adopt state drinking water limits, a 2026 priority. Drinking water limits could be used in NPDES permits for inland dischargers. - In 2024, EPA released draft national recommended human health water quality criteria for PFOS, PFOA, and perfluorobutanesulfonic acid (PFBS). - The Water Boards are working with stakeholders to develop a strategy for controlling PFAS in wastewater, particularly PFAS from industrial sources. - EPA identified industrial source control actions under Preliminary Effluent Guidelines Program Plan 16, but these efforts may be deferred by the current federal administration. - In April 2026, EPA shared Interim Guidance on the Destruction and Disposal of PFAS, a technical reference document that POTWs may find useful. - The Department of Toxic Substances Control (DTSC) plans to list floor maintenance products containing PFAS as a priority product, and is considering other PFAS-containing products for future listings. - OEHHA is developing recommended thresholds for fish consumption at various PFAS concentrations. The effort could be complete in 2026 or 2027.	Member agencies are encouraged to support PFAS source control efforts, including legislation, regulations, and public outreach. BACWA is focused on source control as the best way to reduce PFAS in wastewater. A source control approach can be used for residential, commercial, and industrial sources, as well as legacy sources like landfill leachate and contaminated groundwater. BACWA will continue to share resources on this topic, such as those shared at a BACWA webinar in November 2025. Members should use Clean Water Act methods (EPA Method 1633 or 1621) for monitoring effluent, biosolids, or industrial wastewater. - Work with Members and SFEI to develop a Sampling and Analysis plan for Phase 3 of BACWA's regional PFAS study. The effort will support the "PFAS Sources to Solutions" project being led by SFEI and DTSC. The project will be carried out in 2026 and 2027 and will be focused on sewershed sources of PFAS, such as specific residential or industrial loads. - Work the BACWA Pretreatment Committee, the State Water Board, and the Regional Water Board to develop concepts for controlling industrial sources of PFAS in wastewater.	BACWA PFAS Study Summary State Water Board PFAS Resources EPA PFAS Resources EPA NPDES Permitting Guidance (Dec. 2022) Presentation on BACWA's Regional PFAS Study at RMP 2023 Annual Meeting "PFAS Sources to Solutions" Project Overview Baywise Website for PFAS BACWA PFAS Materials Regional Water Board Environmental Screening Levels for 16 PFAS compounds Resources from November 2025 BACWA PFAS Webinar DTSC Priority Product Listing Timeline USEPA Interim Guidance on the Destruction and Disposal of PFAS (April 2026)

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
SANITARY SEWER SYSTEMS			
- In 2022, the State Water Board reissued the statewide Sanitary Sewer Systems General Order (SSS-WDR). The reissued order replaced the 2006 Order and the 2013 Monitoring and Reporting Program. - The 2022 SSS-WDR became effective in June 2023 and contains numerous new and modified requirements, such as: - A prohibition on discharges to groundwater - Reduced spill reporting requirements for small spills (spills from laterals or <50 gallons) - New spill monitoring requirements such as photo documentation and faster water quality sampling - New requirements for preparation of Sewer System Management Plans (SSMPs), including a focus on system resiliency, prioritizing corrective actions, and coordinating with stormwater agencies - Modified annual reporting requirements - New mapping requirements - Modified timelines for preparation of audits and SSMPs. The State Water Board has prepared an online tool to assist agencies in determining compliance dates for audits and SSMPs.	- The SSS-WDR requires agencies to report information about sanitary sewer spills to CIWQS. The State Water Board has prepared guidance documents and videos that explain the requirements for spill reporting, Annual Reports, and related compliance topics. - Maintaining an updated SSMP is a core requirement of the SSS-WDR. SSMP updates are required every six years, and must contain the 11 elements described in the reissued SSS-WDR. BACWA has prepared a Guide for Developing and Updating SSMPs, now available through the BACWA and State Water Board websites. - Sewer system agencies were required to provide the State Water Board with a Geographic Information System (GIS)-based service area boundary map by December 31, 2025. In the future, the State Water Board intends to share these sewershed maps via an online platform. Agencies that have changes to their service area boundary should provide an updated GIS map along with their Annual Report. - The California Underground Safety Board is developing GIS standards for subsurface installations, including sewer pipelines. In July 2025, the Board released draft GIS Regulatory Language for stakeholder comment. Formal rulemaking will follow at a later date.	- Participate in review of GIS regulatory language applicable to installation of new sewer system infrastructure. So far, the Underground Safety Board has collected comments on an initial draft. - Work with State Water Board staff to review online viewing tools for sewershed mapping, as such tools are developed. - Continue to use the Collections System Committee as a forum for discussing best practices for completing audits and SSMPs. - Continue to coordinate with CASA and CWEA on training opportunities for members to address compliance with new requirements in the 2022 SSS-WDR. - Additional actions related to sea level rise and other climate-related flood risks are listed under Climate Change Adaptation (see page 13).	State Water Board SSS-WDR page, including recently updated videos and guidance documents Reissued SSS-WDR (General Order 2022-0103-DWQ), Effective June 5, 2023 Materials from Clean Water Summit Partners Webinars on Reissued SSS-WDR SSMP and Audit Due Dates Lookup Tool from State Water Board Guide for Developing and Updating Sewer System Management Plans (2024) BACWA Private Sewer Lateral Survey Results (2024) Underground Safety Board Draft GIS Regulatory Language and Staff Report

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LABORATORY ACCREDITATION			
- In 2020, the State Water Board adopted new regulations for the Environmental Laboratory Accreditation Program (ELAP). - The new ELAP regulations replaced the previous state-specific accreditation standards with a national laboratory standard established by The NELAC Institute (TNI). - Compliance with TNI standards was required beginning January 1, 2024. - The TNI standards pose a particular challenge to small laboratories, many of which have closed because they cannot economically meet the new standards. This reduction has contributed to significant ELAP fee increases for the remaining laboratories. - From 2021 to 2024, the BACWA Lab Committee hosted 30 virtual sessions on the TNI standards. Diane Lawver of Quality Assurance Solutions, LLC, provided the training. The training sessions were recorded, and are available to download with a password (available upon request).	- The TNI standards apply to every ELAP-certified laboratory, regardless of certificate expiration date and regardless of location. Labs must maintain a TNI-compliant Quality Assurance manual. - In FY25, ELAP restructured its fees to increase fees for large laboratories with more than 500 fields of accreditation. Smaller laboratories had no fee increase. No significant increases to ELAP fees are expected in FY27. - In March 2026, ELAP announced plans to become a TNI-accrediting body, and to offer full TNI accreditation. This new full TNI accreditation would be entirely optional. ELAP would continue to require TNI-2 accreditation for all labs. ELAP is conducting a survey to gauge lab interest in this new accreditation option. - ELAP is now implementing EPA's 2021 Method Update Rule, and labs were required to update any outdated methods by February 2024. - In April 2024, EPA finalized a routine Methods Update Rule (rMUR 2). In October 2024 and April 2025, the BACWA Laboratory Committee provided member training on changes to Standard Methods affected by this Methods Update Rule. This Methods Update Rule will be implemented by ELAP at a later date. - In December 2024, EPA proposed Methods Update Rule 22 to promulgate EPA Method 1633A for 40 PFAS compounds, EPA Method 1621 for adsorbable organic fluorine, and Method 1628 for 209 PCB Congeners. The action also proposes to withdraw the existing methods for PCB Aroclors.	- Continue to work through BACWA's Laboratory Committee to support members as they navigate laboratory accreditation under the new TNI standards. - Keep members up-to-date on proposed changes to Clean Water Act methods as part of the EPA Methods Update Rule 22. - Publicize training opportunities offered by consultants, ELAP, and others.	State Water Board's ELAP regulations page, including links to timeline and relocation guidance tools ELAP Implementation of 2021 Method Update Rule EPA Methods Update Rules ELAP Fees – Stakeholder Meeting Information Materials from BACWA TNI Training Sessions 2021-2024 - request password from BACWA staff BACWA Laboratory Committee Meeting Materials

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
BIOSOLIDS			
- Regulatory drivers are leading to the phase-out of biosolids used as alternative daily cover (ADC) or disposed in landfills. SB 1383, requiring reductions in the amount of organic material deposited in landfills, went into effect in 2022. CalRecycle is the state agency responsible for implementation. - Local enforcement of SB 1383 began in 2024, and compliance was required by January 1, 2025. Requirements include: - Diverted biosolids must be anaerobically digested and/or composted to qualify as landfill reduction. - CalRecycle can determine whether specific treatment technologies qualify as landfill reduction (per Article 2 of SB 1383). - Local ordinances restricting land application are disallowed. - While the regulations implementing SB 1383 do not explicitly forbid biosolids disposal/reuse in landfills, it is assumed that since biosolids are a relatively "clean" waste stream that can be easily diverted, landfills will stop accepting biosolids. - The Bay Area Biosolids Coalition (BABC) was formed to find sustainable, cost-effective, all-weather options for biosolids management.	- Jurisdictions that divert organic waste must also procure the end products of diversion, such as biogas, biomethane, and compost (but not biosolids). Proposed State legislation (AB 643) would widen the procurement options to include CA-licensed fertilizers made from organic residuals such as biosolids. - In September 2025, EPA affirmed its determination of PFOA and PFOS as CERCLA hazardous substances. Congress is considering liability protections for "passive receivers" – entities that did not manufacture or use PFAS – through HR 1267. - Concern over PFAS in biosolids is leading some other states to introduce restrictions on land application. For example, in April 2026, Virginia passed use restrictions for biosolids containing more than 25 µg/kg of PFOA or PFOS. The Bay Area Biosolids Coalition (BABC) is working with other biosolids stakeholders to support completion of technical analysis on the full economic and environmental costs of potential state-by-state land application bans, which can result in increased landfilling of biosolids (example: New York Biosolids Capacity Report, Feb. 2026). - In early 2025, EPA released a draft risk assessment for PFOA and PFOS in biosolids. EPA is now reviewing the numerous comments submitted by those in the wastewater sector and beyond. Many commenters found EPA's approach to estimating the risk of PFOA and PFAS in biosolids was overly conservative.	All members are invited to participate in the Bay Area Biosolids Coalition. In 2025, the Bay Area Biosolids Coalition (BABC) merged with BACWA and became BACWA's biosolids committee. The committee discusses topics such as communication, scientific research, land application, and regionalization of biosolids treatment. BABC is currently supporting research projects related to PFAS removal through thermal drying, the impacts of biosolids land application bans, and the National Collaborative PFAS Project. BACWA and BABC are also preparing public outreach materials related to the benefits of biosolids. - Continue to follow emerging science and regulatory developments regarding PFAS, including EPA's draft risk assessment and potential CERCLA liability exemptions for passive receivers. - Engage through CASA and BABC to follow new legislation affecting biosolids processing and disposal. - Actively work through CASA with State agencies to develop sustainable long-term options for biosolids beneficial use. - Meet with Air District staff regularly to discuss alignment of state and local regulations that affect biosolids treatment and end uses.	BACWA Biosolids Trends Surveys Bay Area Biosolids Coalition CASA White Paper on SB 1383 Implementation CalRecycle - Short-Lived Climate Pollutant Reduction Strategy CalRecycle Procurement FAQ (Updated by AB 1985) SB1383 Article 2 Determination EPA National Sewage Sludge Survey EPA Draft Risk Assessment for PFOA and PFOS in Biosolids National Collaborative PFAS Project

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
CLIMATE CHANGE ADAPTATION			
• The California Climate Change Assessment is the scientific foundation for climate-related vulnerability, including details specific to the Bay Area region. The Fifth Climate Change assessment will come out in stages over the summer and fall of 2026. • Climate change and water resilience are strategic priorities of both the State and Regional Water Boards. The Regional Water Board's 2026 Strategic Workplan calls for NPDES Permits and Waste Discharge Requirements (WDRs) to encourage infrastructure resiliency and address potential effects of climate change. As of 2026, the State Water Board is preparing updates to its Climate Change Resolution. • The State's Climate Adaptation Strategy is updated every three years, mostly recently in September 2025. • Bay Area coordination occurs through Bay Adapt, the Bay Area Climate Adaptation Network (BayCAN), and other venues. BACWA has signed a letter of support for the Bay Adapt Joint Platform. • Groundwater level rise is a concern in low-lying Bay Area communities. Information about groundwater level rise is available from Pathways Climate Institute and SFEI (five counties) and Valley Water (Santa Clara County).	• In 2024, the Ocean Protection Council (OPC) adopted updated Sea Level Rise guidance. • In 2024, the Bay Conservation and Development Commission (BCDC) adopted Sea Level Rise planning guidelines for the Bay Area as part of the Regional Shoreline Adaptation Plan. To comply with SB 272, the Plan requires cities and counties to develop subregional sea level rise adaptation plans by 2034. BCDC offers a Plan Resources website and training videos. • In late 2024, the California Coastal Commission updated its sea level rise policy guidance to conform to OPC's new guidance. The guidance document also contains specific recommendations related to wastewater infrastructure. • SFEI offers resources to support planning of nature-based shoreline adaptation projects, such as the Baylands Resilience Metrics Mapbook. • OneShoreline (San Mateo County) is developing Resilient Public Infrastructure Guidance to help local stormwater, wastewater, and transportation agencies adapt to changing climate conditions. • The Regional Water Board is modifying the Basin Plan to address climate change and wetland policy. The changes will occur through multiple Basin Plan amendments, such as the recent Climate Change Basin Plan amendment addressing shoreline dredge and fill procedures.	• Understand and participate in the development of Subregional Shoreline Adaptation Plans. These adaptation plans are required for cities and counties per BCDC's 2024 Regional Shoreline Adaptation Plan; special districts should also participate in their development. Plans are due by 2034. • Use the OPC's 2024 Sea Level Rise Guidance for planning scenarios. • Continue to develop committee content on technical topics related to climate change, such as sea level rise projections and changes in precipitation. For example, OneShoreline (San Mateo County) is developing infrastructure guidance. • Work with Regional Water Board staff and BACWA members to update and revisit the Climate Change Information Request first sent to NPDES permittees in 2021. • Continue to work with Regional Water Board and other resource agencies to look for regulatory solutions to encourage wetlands projects for shoreline resiliency. SFEI recently began developing a decision support tool to help accelerate the implementation of nature-based shoreline projects.	Regional Water Board Basin Plan Amendment on Climate Change and Aquatic Habitat OPC 2024 Sea Level Rise Guidance California Coastal Commission Sea Level Rise Policy Guidance Update (Nov. 2024) California Climate Adaptation Strategy (2025) BayCAN Funding Tracker BCDC Resources for Regional Shoreline Adaptation Plans Bay Adapt SFEI Shallow Groundwater Mapping (March 2025) Valley Water - Groundwater Response for Santa Clara County SFEI - Baylands Resilience Metrics Mapbook OneShoreline Resilient Public Infrastructure Guidance

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
CLIMATE CHANGE MITIGATION			
• The California Air Resources Board's (CARB's) 2022 Climate Change Scoping Plan Update lays out the approach for the State to meet its greenhouse gas (GHG) emissions, including policies addressing short-lived climate pollutants, carbon sequestration, and the largest emitters (transportation, electricity, and industrial sectors). • CalRecycle is implementing SB 1383 (Short-Lived Climate Pollutant Reduction) to reduce methane emissions. SB 1383 requires diversion of organic waste from landfills, and re-routing organics from landfills to digesters at POTWs is one way to accomplish this. • The Bay Area Air District developed a Clean Air Plan that outlines local strategies to address climate pollutants. The Air District is currently leading an effort to develop a Comprehensive Climate Action Plan for eight counties in the region. • The Air District proposed the development of Regulation 13 (climate pollutants) targeting methane and nitrous oxide reductions. After a pause of several years, the Air District began revisiting Regulation 13 in 2024. • The State Water Board's Climate Change Resolution addresses adaptation, ecosystem resilience, water use and efficiency, and greenhouse gas emissions.	• CARB has pursued rapid fleet conversion to zero-emission vehicles (ZEVs), including medium and heavy-duty vehicles, through the Advanced Clean Fleets Regulation. • In 2025, CARB withdrew its waiver requests to EPA for key portions of the Advanced Clean Fleets rule. CARB has initiated new rulemaking (Drive Forward Fleet) to replace the withdrawn rules. CARB plans to continue to enforce the State and Local Government Agency Fleets portion of the regulation. • In 2024, CARB re-opened the Advanced Clean Fleets regulations to incorporate requirements of AB 1594 by expanding ZEV purchase and daily usage exemptions for public agency utilities. In the context of these amendments, CASA is advocating for the use of renewable natural gas (biomethane) as a transportation fuel. • Pipeline injection of biomethane is another potential end use. In March 2026, CPUC proposed changes to the renewable gas procurement program to control costs and extend procurement timelines. • As a first step in revisiting climate pollutant regulations (Regulation 13), the Air District is developing a white paper on anaerobic digesters and potentially associated emissions. Air District staff plan to share a draft later in 2026. • The State Water Board is crafting a new Climate Change Resolution that will address Water Boards actions on climate change mitigation and adaptation. A draft is expected later in 2026.	• Continue to track implementation of the Advanced Clean Fleets rule via coordination with CASA. In April 2026, CARB released a revised draft regulatory package (15-day notice) for amendments to the Advanced Clean Fleets and Low Carbon Fuel Standards regulations. CASA submitted a comment letter raising concerns about new contractor requirements and procurement eligibility rules for biomethane-fueled vehicles. • Support the Air District's development of a white paper on anaerobic digestion by providing applicable information on digestion and associated energy generation infrastructure. Review and provide comments on the draft white paper once it is released later in 2026. • Work with PG&E and the Air District to explore options for POTWs to inject biogas into PG&E pipelines under the utility's state-mandated biomethane procurement program. • Work with CASA to review and provide comments on the State Water Board's Climate Change Resolution.	CARB Climate Change Scoping Plan CARB Low Carbon Fuel Standard Amendments (Effective July 1, 2025) CARB Advanced Clean Fleets Rule CARB Rulemaking on Advanced Clean Fleets to incorporate AB 1594 (April 2026) CARB's ZEV Purchase Exemption List CalRecycle and SB 1383 Bay Area Clean Air Plan Bay Area Comprehensive Climate Action Plan Bay Area Air District's Regulation 13 for Climate Pollutants EPA Renewable Fuel Standards PG&E Procurement Carbon Mapper (methane emissions visualization)

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TOXIC AIR CONTAMINANTS			
● Regulation 11, Rule 18 (Rule 11-18), adopted in 2017, is the Air District's local effort to protect public health from toxic air pollution from existing facilities, including POTWs. ● Per the Rule, the Air District will determine each facility's prioritization score (PS). Health Risk Assessments (HRAs) will be conducted for all facilities with a cancer PS>10 or non-cancer PS>1. Facilities verified to be above a threshold will have to implement a Risk Reduction Plan. ● AB 617 (Community Air Protection Program) requires CARB to harmonize community air monitoring, reporting, & local emissions reduction programs for air toxics and GHGs. POTWs within communities already impacted by air pollution may have to accelerate implementation of risk reduction measures. ● AB 2588 (Air Toxics "Hot Spots" Program) established a statewide program for the inventory of air toxics emissions from individual facilities, as well as requirements for risk assessment and public notification. ● Since 2022, Air District staff and BACWA representatives have been meeting about 3-4 times per year to address concerns related to toxic air contaminants and associated rule-making. Workgroup materials are available on the AIR Committee website.	● In 2024, the Air District finalized updated Implementation Procedures for Rule 11-18 describing how the Air District will conduct HRAs. It also established rules for contractors to conduct HRAs, if allowed by the Air District. In March 2026, the Air District released draft amendments to Rule 11-18 that aim to improve program efficiency and accelerate the preparation of HRAs by requiring facility owners to conduct HRAs (rather than the Air District). ● To comply with provisions of AB 617 and AB 2588, the wastewater sector has until 2028 to perform a Pooled Emissions Study to update outdated default emission factors for toxic air contaminants. CASA is directing the Pooled Emissions Study with consultant support from Yorke Engineering. 27 BACWA member agencies are participating in the study, and are providing financial support totaling about \$620,000 in FY26. ● Throughout 2025, the project team met with CARB and staff from regional Air Districts to discuss the study plan. Regulator approval of the study plan is required before sampling can begin. The draft study plan for the Pooled Emissions Study was submitted to CAPCOA (a coalition of regional air district staff) in Fall 2025, and CAPCOA has indicated agreement with many elements of the draft study plan. After the draft study plan is modified to address CAPCOA's comments, it will be submitted to CARB. The draft study plan is available to participating BACWA members upon request.	● Review the proposed amendments to Rule 11-18. So far, BACWA's AIR Committee has provided written comments on the March 2026 version of the proposed amendments. BACWA's April 2026 comment letter on the draft amendments requests extended timelines for public agencies to meet new requirements. The Air District will formally consider the amendments at its June 3rd meeting. ● Review and understand the updated Rule 11-18 Implementation Procedures and Timelines. For most POTWs with lower prioritization scores, the HRAs will not be required right away. These POTWs will likely be able to use updated emissions factors from the statewide pooled emissions study, as described below ● Report "business as usual" for air toxics through 2028 (through year 2027 data). The wastewater sector has until 2028 to perform the statewide Pooled Emissions Study. ● Continue participating in the BACWA-Air District workgroup to discuss toxic air contaminants, rule development, and related air quality regulatory issues.	Bay Area Air District Facility Risk Reduction Program Amendments (Rule 11-18) BACWA Comment Letter on Rule 11-18 Amendments Bay Area Air District New Source Review of Toxic Air Contaminants (Rule 2-5) CARB page on AB 617 and AB 2588 and Final Statement of Reasons CASA Handout on Pooled Emissions Study CARB List of Approved Independent Contractors for Test Methods Timing of Rule 11-18 vs. Process for AB 617 July 2024 BACWA Update to Air District Stationary Source Committee BACWA AIR Committee website

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
AIR DISTRICT PERMITTING			
• Best Available Control Technology (BACT) is a requirement for major new or modified sources of air pollution. • BACT is defined locally as part of the Air District's Rule 2-2, "New Source Review." BACT is established based on the most stringent level of emissions control that is achieved in practice and that is technologically feasible & cost effective. • CARB is working on proposed amendments to the off-road new diesel engine standards, called "Tier 5" rulemaking. The Tier 5 rulemaking aims to reduce oxides of nitrogen (NOx), particulate matter, and may also include first-time carbon dioxide (CO₂) emissions standards. • The Bay Area Air District has launched a three-year Engineering Program Manager Pilot Program with the intent of improving the permitting process for complex applications. This program will dedicate two Air District managers to work with selected facilities on challenging permit applications to ensure more efficient reviews, better communication, and improved transparency. Participating facilities will pay to cover the costs of Air District personnel.	• BACWA has been working with the Air District to provide better transparency for future BACT determinations. The Air District hired a Consistency Coordinator in March 2026 to support the effort. • BACT for all standby generators >50 bhp is now Tier 4 emissions standards. The Air District issued a BACT determination for Tier 4 emissions standards for large standby generators (≥ 1,000 bhp) in 2020, and for midsize standby generators (> 50 bhp and < 1,000 bhp) in 2024. Options to comply include: (a) an EPA-certified Tier 4 engine (b) a Tier 4-compliant engine that is packaged by the engine manufacturer with abatement equipment, or (c) A lower tier engine that has been retrofitted with after-market abatement equipment to meet Tier 4 standards. • In 2024, CARB began working on proposed amendments to the off-road diesel engine emissions standards (Tier 5 rulemaking). Based on a workshop held in February 2026, optional Tier 5 standards would go into effect for 2031 Model Year engines, and manufacturers would have to comply beginning with 2036 Model Year engines. • BACWA is participating in an early, no-fee phase of the Engineering Program Manager Pilot Program throughout the first half of 2026, which could expedite permit processing for three participating BACWA members. • The Air District established a Permit Efficiency Taskforce that is meeting monthly with stakeholders to address efficiency issues in the permit process.	• Design new or modified standby generators to meet Tier 4 emissions standards. • Continue to coordinate with CASA to participate in review and public comment on CARB's Tier 5 rulemaking. • Consider executing a Memorandum of Understanding with the Air District to fund wastewater agency participation in the Engineering Program Manager Pilot Program. The project is currently in a free, beta-testing phase. • Participate in the Air District's Permitting Efficiency Taskforce. Member agencies are able to view the meetings virtually.	Air District BACT/TBACT Workbook Air District October 2024 Workshop on BACT Determination Slides and Video CARB Tier 5 Rulemaking Air District Engineering Program Manager Pilot Program Flyer and Webinar Recording Air District Strategic Plan Air District Permitting Efficiency Taskforce

Background Highlights	Challenges and Recent Updates	Next Steps for BACWA	Links/Resources
RECYCLED WATER			
- Approximately 10 percent of the municipal wastewater of Bay Area POTWs is currently recycled. Expansion of recycled water projects is a goal of many BACWA members, but implementation is slowed by high costs and administrative requirements. - In 2018, the State Water Board adopted uniform water recycling criteria for two types of Indirect Potable Reuse: surface water augmentation and groundwater augmentation. - In 2023, the State Water Board adopted uniform water recycling criteria for two types of Direct Potable Reuse: raw water augmentation and treated water augmentation. - As of 2020, virtually all recycled water in the Bay Area was produced at centralized facilities using municipal wastewater, and was treated to meet standards for non-potable reuse. There are not yet any Indirect or Direct Potable Reuse projects in the Bay Area, although several are in the planning stage.	- The State Water Board's regulations for Onsite Nonpotable Reuse were approved by the Office of Administrative Law in April 2026 and are now in effect. Local jurisdictions (Cities and Counties) can now establish local programs that reference the regulations. The regulations will next be adopted into the state's building code by the CA Dept. of Housing and Community Development. The State Water Board is also planning to revise the regulations soon to allow onsite reuse in cooling towers. - In 2023, BACWA completed a Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling, as required by the 2nd Nutrients Watershed Permit. - In 2024 the Regional Water Board finalized a Basin Plan Amendment that will allow greater flexibility for NPDES permitting of reverse osmosis concentrate discharges to San Francisco Bay. - Direct Potable Reuse regulations were finalized in 2024 and are now in effect. - In October 2025, Governor Newsom signed SB31, which aims to provide more flexibility for the use of disinfected tertiary recycled water in outdoor eating areas, residential common areas, decorative water bodies, and around food handling facilities. The State Water Board plans a regulatory update to incorporate SB31 into Title 22 regulations in 2027 or beyond.	- Assist with implementation of the new Onsite Nonpotable Reuse regulations by working with regulators and other stakeholders on guidance for wastewater agencies. - Continue to provide members with technical resources related to interagency coordination, such as cost-sharing agreements and permitting. These topics are based on feedback from BACWA's 2023 workshop on interagency collaboration in which wastewater and water agency representatives convened to discuss challenges and opportunities for expanding water recycling in the Bay Area. - Continue to track the role of recycled water projects in diverting nutrient loads from San Francisco Bay. Significant nutrient load reductions and annual reporting on recycled water nutrient load diversions are required by the 2024 Nutrients Watershed Permit. BACWA will continue to compile information on recycled water nutrient load diversions as part of the Regional Planning Study due in 2029 (see page 2). - Track California legislation with potential impacts on recycled water funding, mandates, or regulations.	Water Boards Recycled Water Policy and Regulations Direct Potable Reuse Regulations Rulemaking for Onsite Nonpotable Reuse Regulations (updated April 2026) BACWA Special Studies of Recycled Water and Nature-Based Systems California's Water Supply Strategy (2022) Basin Plan Amendment affecting Water Recycling (now also incorporated into the Basin Plan) Meeting Materials from April 2025 Joint Workshop with WaterReuse Northern California State Water Board Division of Drinking Water Priorities for 2026

Previously covered issues with no updates can be found in previous [BACWA issues summaries](#).

ACRONYMS

ADC	Alternate Daily Cover	PCB	Polychlorinated Biphenyl
BABC	Bay Area Biosolids Coalition	PFAS	Per- and Polyfluoroalkyl Substances
BACT	Best Available Control Technology	PFHxS	Perfluorohexane Sulfonic Acid
BCDC	Bay Conservation and Development Commission	PFNA	Perfluorononanoic Acid
bhp	brake horsepower	PFOA	Perfluorooctanoic Acid
CalDPR	California Department of Pesticide Regulation	PFOS	Perfluorooctane Sulfonic Acid
CARB	California Air Resources Board	POTW	Publicly-Owned Treatment Works
CASA	California Association of Sanitation Agencies	PS	Prioritization Score
CEC	Compound of Emerging Concern	QAC	Quaternary Ammonium Compound
CIWQS	California Integrated Water Quality System	RMP	Regional Monitoring Program
CWEA	California Water Environment Association	RPA	Reasonable Potential Analysis
DTSC	Department of Toxic Substances Control	SF Bay	San Francisco Bay
EC25/IC25	25% Effect Concentration/25% Inhibition Concentration	SFEI	San Francisco Estuary Institute
ELAP	Environmental Laboratory Accreditation Program	SSMP	Sewer System Management Plan
ELTAC	Environmental Laboratory Technical Advisory Committee	TMDL	Total Maximum Daily Load
EPA	United States Environmental Protection Agency	TIN	Total Inorganic Nitrogen
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act	TNI	The NELAC Institute
FY	Fiscal Year	TST	Test of Significant Toxicity
GHG	Greenhouse Gas	WDR	Waste Discharge Requirements
HFPA-DA	Hexafluoropropylene Oxide (HFPO) Dimer Acid, also known as GenX	WQO	Water Quality Objective
MCL	Minimum Contaminant Level (Drinking Water)	ZEV	Zero-Emission Vehicle
MGD	Million Gallons per Day		
NELAC	National Environmental Laboratory Accreditation Conference		
NMS	Nutrient Management Strategy		
OAH	Ocean Acidification and Hypoxia		
OEHHA	Office of Environmental Health Hazard Assessment		
OPC	Ocean Protection Council		

ITEM NO. RA6 NUTRIENTS GROUP ANNUAL REPORT AND NUTRIENT TRADING UPDATE

Recommendation

For the Committee's information only; no action is required.

Strategic Plan Linkage

1. **Regulatory Compliance:** Proactively meet or exceed regulatory requirements for protection of the environment and public health.
 - a. Represent EBDA and the Member Agencies' interests by preemptively engaging in development of emerging regulations and permits and advocating for reasonable, science-based decisions.
 - b. Maintain consistent compliance with EBDA's National Pollutant Discharge Elimination System (NPDES) Permit.
7. **External Collaboration:** Collaborate with external stakeholders to build strong relationships for joint problem-solving and to expand EBDA's and its Member Agencies' reach.
 - a. Provide industry leadership through active engagement with wastewater associations including Bay Area Clean Water Agencies (BACWA), California Association of Sanitation Agencies (CASA), California Water Environment Association (CWEA), and Water Environment Federation (WEF).
 - b. Partner with regulators to develop and implement permits and programs leading with science and lessons learned.

Background

While the loads of nutrients such as nitrogen and phosphorus to San Francisco Bay are higher than those of other estuaries, the Bay has historically been very resilient, and negative impacts of nutrient enrichment such as eutrophication have not occurred. Scientists believe this resilience to stem at least in part from high turbidity (i.e., the Bay is cloudy); which blocks the light that phytoplankton need to grow; presence of filter-feeding clams, which reduce phytoplankton concentrations; and strong tidal mixing, which reduces nutrient concentrations. Over the last decade, concerning trends caused the scientific and regulatory communities to question whether the Bay's resilience is weakening.

To begin to proactively address these nutrient-related risks, Bay Area wastewater agencies, through the Bay Area Clean Water Agencies (BACWA), have participated since 2012 in a positive collaboration with a wide variety of stakeholders to implement a Nutrient Management Strategy that focuses on conducting scientific research and modeling to determine the effects of nutrients on the Bay ecosystem, and protective levels of nutrient loading going forward. BACWA worked closely with the San Francisco Bay Regional Water Quality Control Board (Water Board) staff to negotiate a Watershed

Permit for nutrients, which was issued in 2014 and reissued in 2019.

In Summer 2022, a harmful algae bloom caused unprecedented decreases in dissolved oxygen in the Bay, resulting in significant fish kills. While it is unclear exactly what triggered this bloom, its timing did correspond with a prolonged period of unusually clear skies in the Bay Area, making available more light than usual for photosynthesis. Scientists believe the bloom was nitrogen limited, meaning that nitrogen loads to the Bay sustained the bloom and likely contributed to its extent and duration. This conclusion, along with the increased media attention garnered by the event, has led to public and political pressure on wastewater agencies and regulators, particularly the Water Board, to act quickly to reduce nutrient loads to the Bay, with a goal of preventing or lessening the impact of future blooms. A brief, and thankfully less consequential, recurrence of the bloom in 2023 amplified that pressure.

EBDA and our partners with BACWA negotiated the [third Watershed Permit](#) for nutrients, which was adopted on July 10, 2024 and became effective on October 1, 2024. The permit relies on modeling to set a Bay-wide target of a 40% reduction in nitrogen loads in ten years. Reductions are then allocated to individual dischargers in the form of effluent limits that would be enforceable in 2035.

Discussion

Group Annual Report

As it has every year since 2014, on April 1, 2026, BACWA submitted its Group Annual Report under the Nutrients Watershed Permit. The Report, prepared by consultant HDR, summarizes the nitrogen and phosphorus concentrations and loads from the forty wastewater treatment plants that discharge to San Francisco Bay.

While EBDA's Member Agencies are also required to monitor for nutrients, the data contained in this report is only for the combined effluent discharged through EBDA's common outfall. EBDA's influent values are the sums of contributing plants' influent numbers.

The full report can be found at the following link:

<https://bacwa.org/wp-content/uploads/2026/03/BACWA-Group-Annual-Report-for-Nutrients-2026-04-01.pdf>

The following table summarizes dry season discharges for the Bay as a whole. The most notable finding in this year's report is that the dry season average discharges of ammonia and total inorganic nitrogen (TIN) are the lowest yet recorded. This reduction in ammonia and TIN load is attributed to a combination of reduced influent loads, increases in recycled water, and optimization/upgrades at various treatment plants. EBDA recorded its lowest ammonia discharge load during the 2025 dry season. This additional reduction from prior years is attributed to optimization work performed at DSRSD during the 2025 dry season.

Table 3-6. Discharge: Summary of Dry Season^(a) Flow and Loads to San Francisco Bay

Constituent	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Pre-2025 Average
Flow, mgd	393	374	351	372	396	383	394	363	339	337	381	388	375	373
Ammonia, kg N/d	34,000	36,300	36,200	37,300	38,900	38,900	38,200	35,400	33,600	35,800	32,400	32,400	30,700	35,400
NOx, kg N/d	13,400	11,800	12,500	11,100	11,700	11,000	10,800	10,000	9,290	8,550	10,700	11,200	11,200	11,000
TIN, kg N/d ^(b)	47,300	48,100	48,700	48,400	50,600	50,000	49,100	45,700	43,100	44,400	43,300	43,700	41,658.1 ^(c)	46,500
TP, kg P/d	3,400	3,320	3,570	3,960	3,660	4,000	4,010	3,790	3,680	3,300	3,760	3,650	3,530	3,660

a. May 1 through September 30.

b. The TIN values do not necessarily equal ammonia plus NOx due to a combination of rounding and instances when ammonia was sampled more frequently than NOx.

c. See Section 2.1.2 for calculation method.

This year, HDR also performed an analysis of pre- and post-pandemic loads. The resulting figure below shows a marked decrease in Baywide TIN discharges after 2020. The authors note that, “interpreting pandemic-related coefficients is complicated by the nutrient reduction efforts taking place at the treatment facilities. This analysis provides correlative results that do not necessarily indicate causation.”

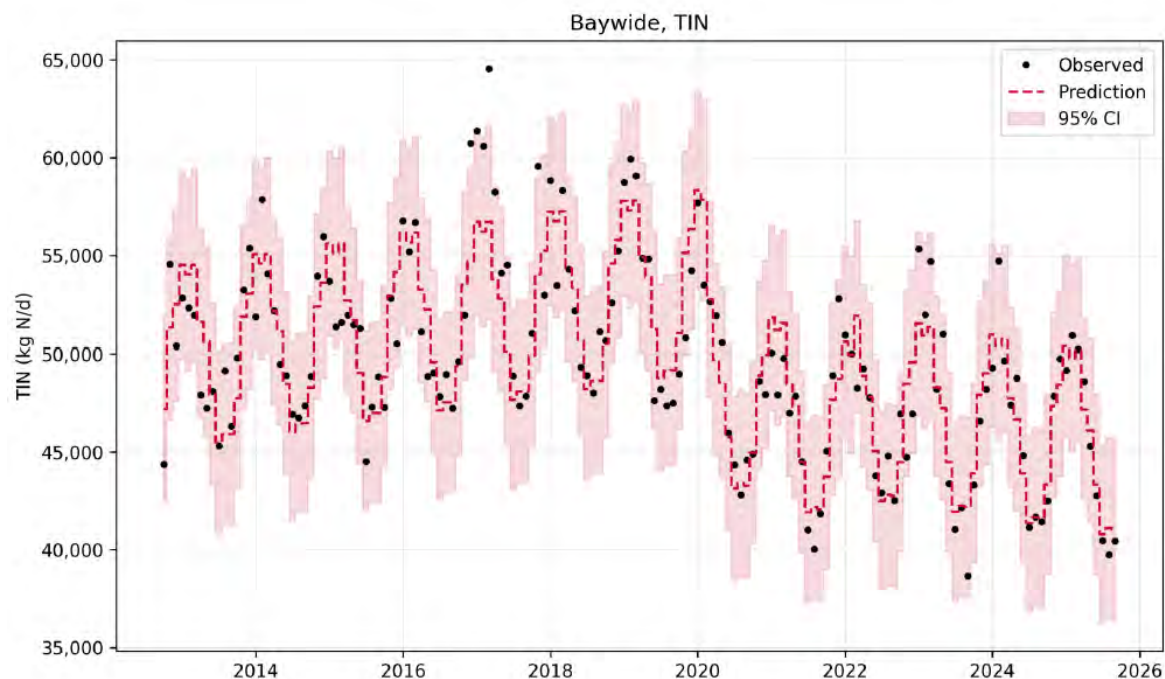


Figure 3-7. Example of Deseasonalized Linear Regression on Baywide Discharge TIN (Includes Covariates to Account for COVID-19 Pandemic)

The following figure, which is also new in this year’s report, shows the current fate of TIN loads from the treatment plants around the Bay.

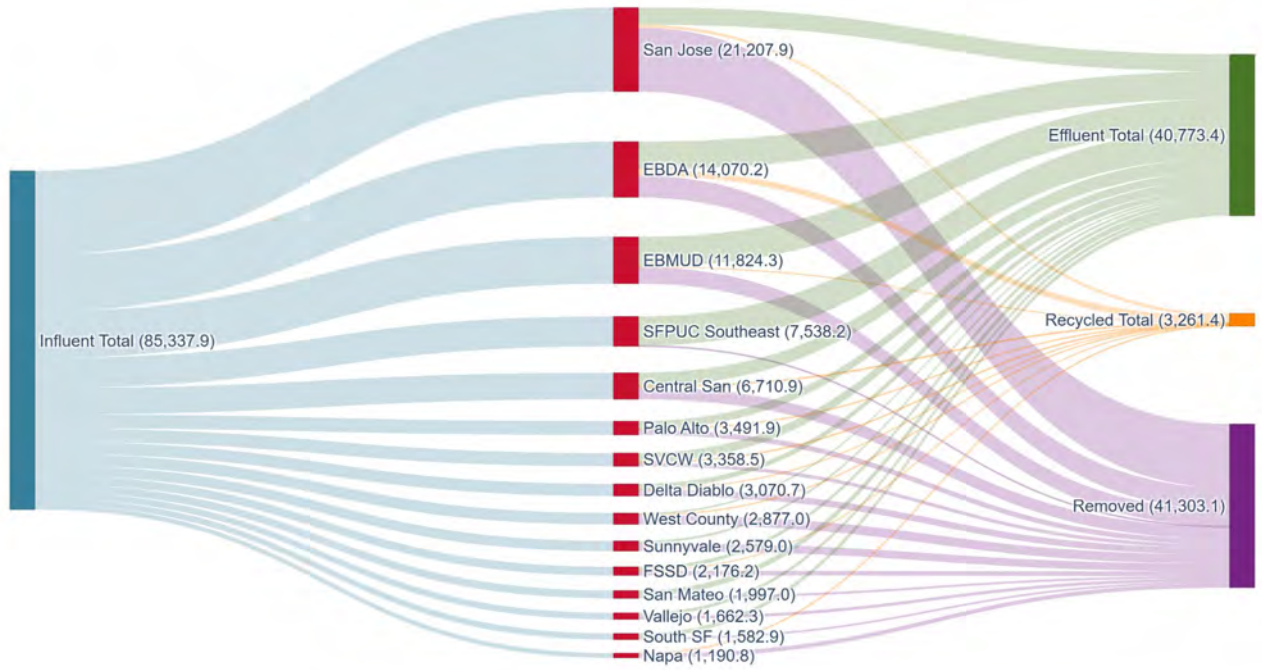


Figure 3-9. Dry Season Influent (TN), Effluent (TIN), and Recycled Water (TIN) Loads (kg N/d)
 The graph below shows EBDA's dry season TIN in relation to other dischargers.

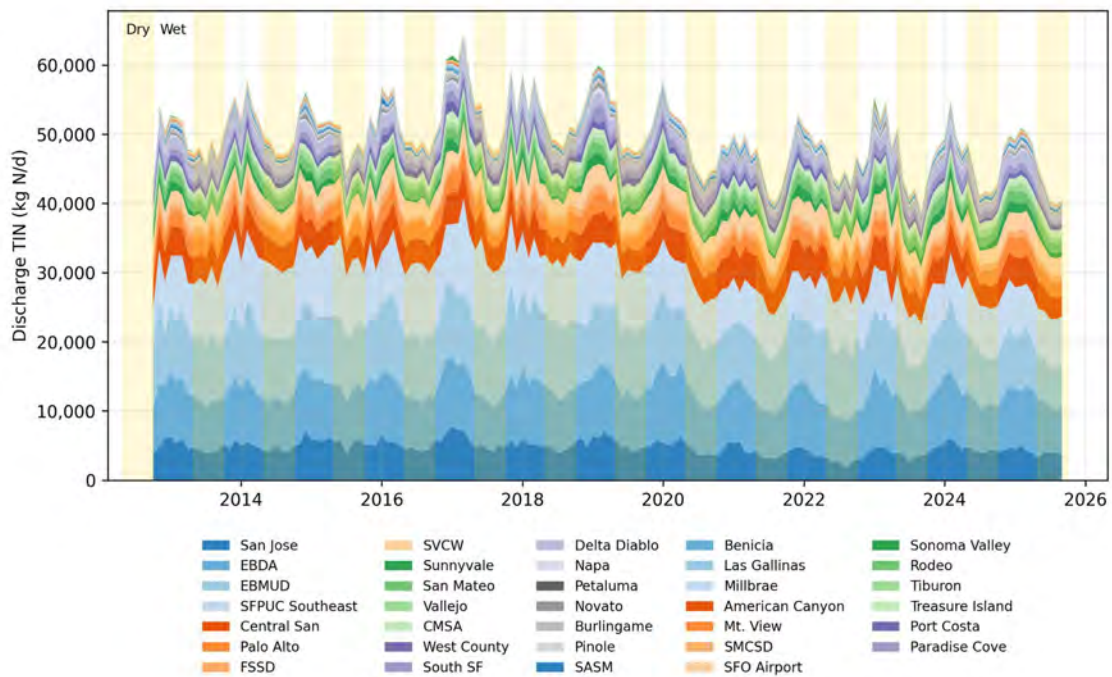


Figure B-7. Discharge: Average Monthly Discharge TIN Loads

For the second time this year, the permit required BACWA to report on the status of each agency's planning toward meeting the dry season TIN final effluent limits. By April 1, 2026, the permit requires agencies to have performed an alternatives analysis and selected a compliance pathway for meeting final effluent limits. Early Actors are expected to provide an annual status update on their projects. The Compliance Milestone Summary Report was included as Appendix B to the Group Annual Report, and Table 1 summarizing all agencies' responses is attached for the Committee's information.

As highlighted in column E of Table 1, many agencies, including several of EBDA's members, are either unsure that they will be able to meet final limits in 2034 or expect not to be able to. This speaks to the need for additional time for compliance. The Water Board acknowledged at the time of permit adoption that a regulatory fix would be needed to allow Bay Area wastewater agencies additional time to comply. In order to allow for longer compliance schedules, which are currently limited to ten years by the State Compliance Schedule Policy, Water Board staff is pursuing an amendment to the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) that will provide flexibility to grant longer compliance schedules in future iterations of the permit. Staff is working closely with the Water Board and our BACWA colleagues to ensure that the Basin Plan Amendment language is broad enough to cover EBDA members.

Nutrient Trading Program Update

As part of the Regional Planning to Reduce TIN Loads that's required in Section 6.3.4 of the Nutrients Permit, dischargers are required to discuss whether they wish to engage in nutrient trading as a strategy for complying with regional load limits. The permit defines trading as follows:

Water quality trading is a market-based approach that offers efficiency in achieving water quality improvements on a watershed basis. With more stringent limits for total inorganic nitrogen, water quality trading would allow one Discharger to control nitrogen at levels greater than required and sell "credits" to another Discharger, which would use the credits to supplement its level of treatment to comply with final effluent limitations. Trading capitalizes on economies of scale and the control cost differentials between and among sources.

To evaluate the feasibility of nutrient trading in San Francisco Bay, BACWA engaged [The Freshwater Trust](#) (TFT), a non-profit consultant group that specializes in environmental markets and has played an integral role in development and implementation of many water quality trading programs. TFT's [Feasibility Assessment](#), delivered in December 2025, concluded that trading is feasible for permit compliance, but that action must be taken quickly to develop the framework for the program since agencies are making decisions about their compliance pathways right now.

BACWA has now engaged TFT in a new phase of work, partially funded by an EPA grant, to develop a trading framework. A Fact Sheet on trading is attached for the Committee's review. TFT is currently meeting with each discharger, including EBDA's members, to discuss their needs from a trading program, including their interest in becoming a buyer or

a seller in a future trading market. EBDA presents a particularly interesting case for trading. Because of the common outfall and common TIN limit, conceptually, EBDA members could trade with each other with or without a region-wide trading program. EBDA and its members will also need to discuss how trades with non-EBDA dischargers would work within our internal structure.

Table 1. Summary of Questionnaire Results

Discharger	Early Actor	Compliance Pathway ^{1,2}	Estimated Project(s) Start ³	Estimated Project(s) End	Optimization	Innovative Technology	Pilot Study	Planning Status ⁴	Schedule Summary
American Canyon	Yes	TTI*; RW*	1998	2002	No	No	-	Already Compliant	Already compliant with final limits.
Benicia	No	OP; TTI; NCT	2025	2028	Yes	Maybe/Unsure	-	Pilot/Optimization In-Progress	Performing optimization with promising results. Alternatives analysis will begin in 2026.
Burlingame	No	OP; TTI; RW; NCT	-	-	Yes	No	Yes	Plan In-Progress	Alternatives evaluation completed. May pilot densification starting in late 2027.
Central San	No	TTI; NbS; RW; NCT	-	-	No	Yes	Yes	Pilot/Optimization In-Progress	MABR pilot summer of 2026. Densification pilot summer of 2027.
CMSA	No	OP; TTI; NCT	-	-	Yes	Maybe/Unsure	-	Pathway Selected	Selection of final alternative by summer 2026.
Delta Diablo	No	TTI	2023	2031	No	Yes	No	Plan In-Progress	Currently in detailed design for nutrient removal upgrades. Construction estimated to be completed in 2031.
EBDA (DSRSD)	Yes	RW*	1995	2036	-	No	-	Plan In-Progress	Recycled water expansion project estimated complete by 2036.
EBDA (Hayward)	Yes	TTI*; NbS; RW	2019	2034	No	Maybe/Unsure	-	Plan In-Progress	Design is complete, currently waiting on financing to bid the project.
EBDA (Livermore)	Yes	OP; TTI; RW*; NCT	1995	2036	Yes	Yes	No	Plan In-Progress	Has selected step-feed MLE. Plans to expand recycled water.
EBDA (Oro Loma)	Yes	OP*	2018	2020	-	Maybe/Unsure	-	Plan In-Progress	Already produces effluent TIN less than 10 mg/L.
EBDA (San Leandro)	Yes	OP; TTI; NbS*	2019	2028	Yes	Yes	Yes	Plan In-Progress	Began construction in September 2025 on an innovative NbS solution. An additional project will begin design in 2026. Likely to perform sidestream treatment pilot.
EBDA (USD)	Yes	TTI*	2020	2031	-	No	-	Plan In-Progress	Construction projects are underway. Estimated completion by 2031.
EBMUD	Yes	OP*; TTI; NCT	2020	2034	Yes	Maybe/Unsure	-	Pilot/Optimization In-Progress	Currently seeing good results from optimizing existing system. Currently evaluating alternatives for further reductions.
FSSD	Yes	TTI*; RW	2022	2028	No	Maybe/Unsure	-	Plan In-Progress	Phase I estimated to be complete by 2028, Phase II by 2034.
Millbrae	No	RW; NCT	-	-	No	No	-	Pathway Selected	No TIN treatment strategies have been evaluated. Focus has been on expanding recycled water and nutrient credit trading.
Mt View	Yes	NbS*	2019	2027	-	No	-	Already Compliant	Optimization expected to be completed by 2027.
Novato	Yes	TTI*; OP*; NbS*; RW*	2006	2010	Yes	No	-	Already Compliant	Although already compliant, Novato continues to evaluate OP, NbS, and RW projects.
Palo Alto	Yes	TTI*	2023	2028	-	Yes	No	Plan In-Progress	Construction started in 2023 and is expected to be complete by 2028.
Pinole	Yes	OP; TTI*	2016	2020	Yes	Maybe/Unsure	-	Plan In-Progress	Construction was completed in 2020. Estimated completion of optimization by May 1, 2028, and construction planned for 2027/2028.
Richmond	Yes	OP*; TTI*	2021	2024	Yes	No	-	No Projects Planned	Completed a diffuser upgrade in 2024. No planned projects. Richmond is jointly responsible for compliance of the West County Joint Outfall shared with WCW.
Rodeo	No	OP; TTI; NCT	-	-	Yes	Maybe/Unsure	-	Pathway Selected	Currently in design for aeration system upgrade.
San Jose	Yes	OP*	1998	2021	Yes	Yes	-	Already Compliant	Optimization completed in 2021. Ongoing evaluations of additional OP, TTI, NbS, and RW projects for implementation over next 15-20 years.
San Mateo	Yes	TTI*	2020	2026	-	Yes	-	Plan In-Progress	Startup of new treatment facility in 2026.
SASM	No	OP; TTI; NbS; NCT	-	-	Yes	Yes	Yes	Pathway Selected	Currently performing alternatives analysis.
SFO Airport	No ⁵	TTI; RW; NCT	2025	2027	-	Yes	Yes	Plan In-Progress	New treatment plant will be operational in 2027.

Discharger	Early Actor	Compliance Pathway ^{1,2}	Estimated Project(s) Start ³	Estimated Project(s) End	Optimization	Innovative Technology	Pilot Study	Planning Status ⁴	Schedule Summary
SFPUC Southeast	Yes	TTI*	2028	2039	-	Maybe/Unsure	-	Plan In-Progress	Completion of the nutrient reduction project is anticipated by 2039. Anticipated design start in 2028.
SFPUC Treasure Island	Yes	TTI*; RW*	2023	2026	-	No	-	Plan In-Progress	New treatment facility to completed by the end of 2026.
SMCSD	No	TTI; NCT	-	-	No	No	-	Pathway Selected	Design is planned to begin in 2026 and be put out for bid in spring 2027.
South SF	No	TTI	-	-	No	Yes	Yes	Pathway Selected	Currently evaluating alternatives. Densification pilot planned (year unknown).
Sunnyvale	Yes	TTI*	2016	2029	-	Yes	No	Plan In-Progress	Expected completion of upgrades by 2029.
SVCW	No	OP; TTI; RW; NCT	-	-	Yes	Yes	Yes	Pathway Selected	Completed alternatives analysis. Negotiating agreement with SFPUC to allow an alternative to proceed.
Tiburon	No	OP; NCT	-	-	Yes	Maybe/Unsure	-	Plan In-Progress	Alternatives analysis completed. Process optimization pilot testing being investigated
Vallejo	No	TTI; NCT	-	-	No	Maybe/Unsure	Yes	Pathway Selected	Alternatives analysis has been completed and a potential treatment option has been identified.
WCW	Yes	OP*; TTI*; NbS*; RW*	2016	2018	Yes	No	-	No Projects Planned	WCW already produces <10 mg/L TIN. However, WCW is jointly responsible for compliance of the West County Joint Outfall shared with Richmond.

1. OP = Optimization, TTI = Traditional Treatment Infrastructure, RW = Recycled Water, NbS = Nature-Based Solution, NCT = Nutrient Credit Trading.
2. An asterisk (*) indicates the project is an Early Actor project. Not all projects listed for Early Actors are necessarily the project(s) that qualified the discharger as an Early Actor.
3. The types of project start dates among different agencies may represent different project steps, but the date generally represents when the agency committed implementation of a specific strategy.
4. "Pilot/Optimization In-Progress" includes those that have undertaken optimization and pilot efforts but have not yet selected a specific technology. "Pathway Selected" includes those that did not provide any details regarding timeline or TIN concentration and/or are in varying stages of planning.
5. SFO Airport will have a new treatment plant operational by 2027 but elected to not identify as an Early Actor.

San Francisco Bay Water Quality Trading Program: Designing a Program for Wastewater Treatment Plants

In recent years, the San Francisco Bay has experienced an increased frequency and severity of harmful algal blooms (HABs). In July 2024, the Regional Water Quality Control Board adopted the Nutrient Watershed Permit (Nutrient Permit), establishing nitrogen discharge limits for wastewater treatment plants (WWTPs) across the San Francisco Bay. The Nutrient Permit is intended to reduce the potential for HABs by requiring a 40% reduction in total inorganic nitrogen (TIN) loading from WWTPs by 2034. Satisfying the Nutrient Permit's final limits will require costly facility upgrades—estimated at approximately \$11 billion. In response, many dischargers have expressed interest in water quality trading as a compliance option to help reduce financial and operational burdens while achieving water quality improvements.

What Is Water Quality Trading?

Water quality trading (WQT) is a voluntary, market-based compliance strategy authorized under the Clean Water Act. It allows a regulated discharger to purchase credits from another source, frequently resulting in better economic and ecological outcomes than may be achieved with each discharger acting alone.

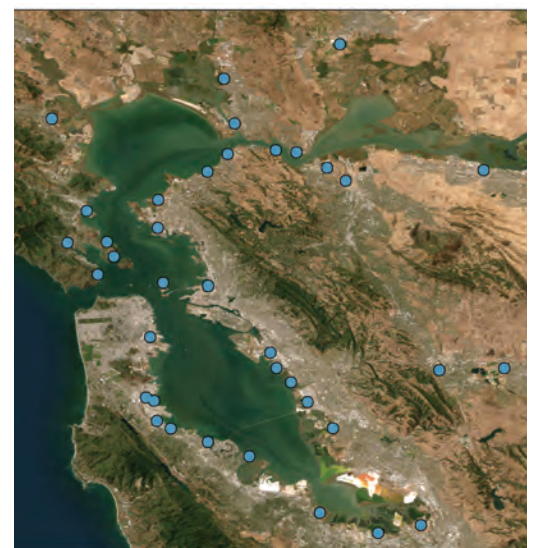
San Francisco Bay Context

In San Francisco Bay, the diversity of WWTP circumstances reflects the diversity of the Bay itself. Some facilities can reduce nitrogen loads below their permit limit more efficiently than others due to available space, existing infrastructure, or economies of scale. Facility changes are paid for from a variety of sources, including bonds, customer rate increases, loans, and grants. By allowing the Bay's regulated dischargers to look beyond an individual facility to consider nutrient reduction opportunities throughout the watershed, participants in a trading program can pursue the most efficient and cost-effective compliance strategies while reducing nutrient loading to the Bay. WQT enables collaboration between WWTPs that can ultimately benefit communities and ratepayers.

EXAMPLE CREDIT TRADE



A watershed-wide program to reduce nutrients in the San Francisco Bay could include voluntary trades between wastewater treatment plants. One regulated discharger with high permit compliance costs can purchase credits from another discharger that can achieve nutrient reductions more cost effectively.



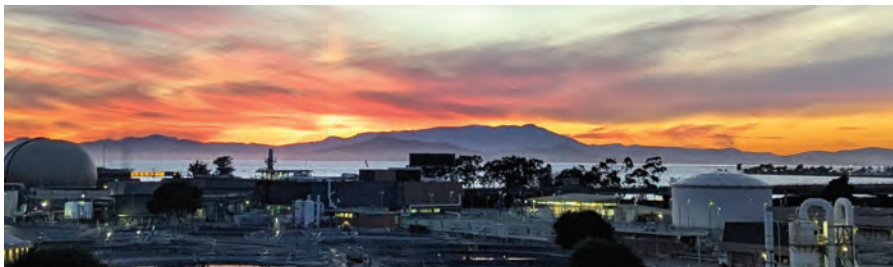
Relevant San Francisco Bay WWTPs

How Will WQT Work?

WWTPs that reduce pollutant loads below their effluent limit can sell those excess reductions (i.e., credits). Credits are generally measured in the same units as the permit and cover the same compliance period (TIN kg/day in the dry season), and therefore align with existing monitoring and reporting. A “framework” governing WQT in San Francisco Bay will provide all participants with certainty about the program requirements, restrictions, and mechanics. The governing framework will benefit from input from the WWTPs to inform the design of the program, and will ultimately need approval of the Regional Water Quality Control Board. Program design is happening now and all relevant WWTP are invited to participate.

Policy Foundations

WQT is supported by EPA policies, most notably the 2003 Water Quality Trading Policy, which EPA reaffirmed in 2019 and 2020. WQT has also been upheld by federal courts and has been endorsed by the State Water Resources Control Board. Active trading programs operate successfully across the country, including in Connecticut, Virginia, Maryland, Wisconsin, California, and Oregon, among others.



Why Consider Trading?

- **COST SAVINGS.** Trading capitalizes on differences in treatment costs across facilities, enabling the region to meet aggregate load targets without every facility independently building treatment.
- **FLEXIBILITY.** Facilities close to meeting their limits can purchase a small number of credits rather than investing in a full capital project. Smaller agencies with limited budgets, space, or ratepayer bases can achieve compliance by purchasing credits and co-funding larger treatment upgrades at other facilities.
- **COLLABORATION.** Trading encourages watershed-wide coordination, turning individual compliance challenges into shared solutions and consolidating capital investments where they make the most difference.
- **ENVIRONMENTAL BENEFIT.** Well-designed WQT programs include safeguards—trading ratios, credit reserve pools, and adaptive management—so that trading delivers water quality improvement.

WHAT DOES WQT MEAN FOR YOUR WWTP?

Whether your facility is a potential buyer or seller, WQT provides another tool in the compliance toolbox. Facilities planning capital upgrades can evaluate whether over-treating could generate revenue through credit sales. Facilities facing difficult or expensive upgrades can evaluate whether purchasing credits is a more cost-effective path to compliance. WQT preserves future flexibility, even if you are unsure if you will be a credit buyer or seller.

ENGAGEMENT

It is important to engage early to make sure your perspectives are considered. Program design is happening in 2026 and 2027.

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The Freshwater Trust, a national expert in water quality trading, is supporting BACWA, HDR, and the Regional Water Quality Control Board. We are providing resources to support WWTPs as they consider WQT, including a workshop, credit price and availability analysis, and one-on-one consultation. The goal of this work is to establish the framework and systems necessary to facilitate nutrient credit trading.

ITEM NO. RA7 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH EOA, INC. FOR PERMITTING SUPPORT IN THE AMOUNT OF \$90,000, FOR A TOTAL CONTRACT AMOUNT OF \$190,000

Recommendation

Authorize the General Manager to execute an amendment to the EOA, Inc professional services agreement.

Strategic Plan Linkage

1. **Regulatory Compliance:** Proactively meet or exceed regulatory requirements for protection of the environment and public health.
 - a. Represent EBDA and the Member Agencies' interests by preemptively engaging in development of emerging regulations and permits and advocating for reasonable, science-based decisions.
 - b. Maintain consistent compliance with EBDA's National Pollutant Discharge Elimination System (NPDES) Permit.
 - d. Continue our leadership in exceeding requirements where feasible to achieve our Vision of protecting human and environmental health.

Background

The Authority operates under a National Pollutant Discharge Elimination System (NPDES) [permit](#) issued by the Regional Water Quality Control Board (Water Board) for its combined discharge to the San Francisco Bay through the EBDA outfall. The permit includes monitoring requirements, pollution prevention and pretreatment provisions, and effluent limits that the Authority must adhere to. EBDA's current permit went into effect on September 1, 2022 and expires on August 31, 2027. The application for the Authority's next NPDES permit is due on November 30, 2026.

To assist with the Authority's permit renewal application and negotiation, staff is working with EOA, Inc (EOA). EOA specializes in water quality regulatory and technical support for public agencies and has supported the Authority's last three permit renewals. Sole-sourcing this engagement to EOA allows the Authority to capture the institutional knowledge gained in the last three cycles and ensures efficiency since EOA has processes in place to analyze EBDA's data. In June 2025, the Commission approved a Task Order-based contract with EOA for up to \$100,000 and an initial as-needed Task Order for up to \$10,000. In October 2025, staff issued Work Order 2 under EOA's contract for \$40,000 to support permit renewal data gathering and analysis efforts during the current fiscal year. EOA provided a budget estimate of \$130,000 to provide all necessary support through the permit reissuance.

Discussion

Information gathering and analysis by EOA in support of the permit reissuance is well underway. As discussed with the Committee in November 2025, staff recommends amending EOA's contract to add \$90,000. These funds would be added to Work Order 2 to facilitate completion of EOA's \$130,000 scope for permit reissuance assistance.

ITEM NO. 19 APPROVE AMENDMENTS TO THE GENERAL MANAGER'S AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Recommendation

Approve the Amended and Restated General Manager Employment Agreement.

Background

Jacqueline Zipkin was first employed by the Authority as General Manager on February 28, 2018. Her Agreement has been amended in 2019 to add severance provisions, and in 2023 and 2024 to enhance deferred compensation and align benefits and leave with the Authority's Compensation Plan and Personnel Policy.

Discussion

The attached Amended and Restated Employment Agreement, presented in tracked changes and clean versions, includes the following changes:

- Salary revision to conform with the Authority's Compensation Plan adopted in May 2026, which included a 3% cost-of-living-adjustment.
- Revision of deferred compensation contribution to remove 2023 IRS limit and clarify the Authority's intent to contribute the maximum allowable (currently \$24,500).
- Addition of the health and wellness stipend, consistent with the Compensation Plan adopted in May.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

JACQUELINE ZIPKIN

THIS AGREEMENT is made and entered into on this _____, by and between the East Bay Dischargers Authority, hereinafter called “Authority,” and Jacqueline Zipkin, hereinafter called “General Manager” (collectively, the “Parties”).

AGREEMENTS

WHEREAS, the Authority desires to hire Jacqueline Zipkin as General Manager of the Authority; and

WHEREAS, the Authority desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of said General Manager; and

WHEREAS, Ms. Zipkin desires to serve as Authority General Manager; and

WHEREAS, it is the desire of the Authority to (1) retain the services of General Manager and to provide incentive for her to remain in such employment; and (2) make possible full work productivity by assuring General Manager’s morale and peace of mind with respect to future security; and

WHEREAS, the Authority and General Manager entered into an Employment Agreement dated February 15, 2018, wherein the Authority hired General Manager and General Manager accepted employment as General Manager of the East Bay Dischargers Authority (“Employment Agreement”); and

WHEREAS, the Employment Agreement was amended on March 21, 2019 to provide severance benefits to the General Manager upon termination if the Authority ceases to exist or is otherwise no longer in need of a General Manager; and

WHEREAS, the Employment Agreement was amended on November 15, 2023 to increase the General Manager’s annual salary ~~by \$1500~~ and annual Authority contribution to General Manager’s deferred compensation ~~by \$14,292, thereby maxing out the annual deferred compensation contribution under current IRS regulation~~; and

WHEREAS, the ~~Employment Agreement was amended on July 1, 2024 Authority and the General Manager now desire to enter into an Amended and Restated Employment Agreement~~ to increase the General Manager’s vacation leave and retiree medical benefits to match those provided to other Authority staff; and;

WHEREAS, the Authority and the General Manager now desire to enter into an Amended and Restated Employment Agreement to clarify the Authority’s intent to max out its annual deferred compensation contribution under current IRS regulation.

THEREFORE, the Parties hereby agree to the following terms and conditions of employment.

SECTION 1. DUTIES

Authority hereby agrees to employ Jacqueline Zipkin as General Manager to perform the functions and duties of that classification as described in the approved job description. The Commission may update the job description at any time to include additional or different duties.

General Manager shall perform the job duties to the best of General Manager's ability in accordance with the highest professional and ethical standards of the professions, and shall comply with all general rules and regulations established by the Authority.

General Manager shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law or that is otherwise prohibited by law.

SECTION 2. COMPENSATION

Effective July 1, ~~2024~~2026, the Authority agrees to compensate General Manager for her services as General Manager at the monthly rate of ~~\$24,151.50~~25,473.08 per month (~~\$139.34~~146.96/hr.). This position is an FLSA-exempt position, meaning that General Manager shall not be eligible to earn overtime.

On July 1 of each year, salary shall be adjusted by cost of living, as measured by the National Consumer Price Index Pacific Cities; the base figure for comparison shall be the SF-Oakland-Hayward region for the period of January 1 through December 30 of the previous year, within the range established by the Authority's Personnel Policy, currently 2-5%.

Upon satisfactory performance reviews, the Authority may consider additional merit-based salary increases or bonus payments.

SECTION 3. BENEFITS

In addition to the compensation set forth in Section 2 of this Agreement, General Manager shall receive the same benefits provided to all other Authority employees as described in the Compensation Plan, last revised ~~January 17, 2019~~May 21, 2026. The key elements are summarized as follows:

General Manager shall be enrolled in the CalPERS retirement system. As of the date this letter is executed, the Authority participates in the CalPERS 2.5% at age 55 formula retirement plan for CalPERS classic members employed by the Authority. General Manager shall make contributions to CalPERS consistent with the Authority's Personnel Policy and the Authority's contract with CalPERS (Currently 8% for classic members). These benefits may change for a number of reasons, including if the Authority amends its contract with CalPERS, changes to existing retirement law, or adopts a new policy changing the employee's contribution rate.

The Authority currently pays 100% of medical insurance premiums up to the Kaiser California Bay Area family rate. Employees are provided dental and vision services through group plans provided by the City of Hayward, and the Authority pays 100% of the premium. In the event the General Manager chooses a more expensive PERS plan, the General Manager is responsible for paying the additional amount over the Kaiser rate.

The Authority currently provides a life insurance policy for the General Manager with a value of General Manager's salary. The Authority provides for a Disability Insurance Program (2/3 salary) for the General Manager.

The Authority shall contribute to the General Manager's Deferred Compensation Plan (as provided for in the Personnel Policy, Section 4, Deferred Compensation Plan) up to ~~\$22,500 annually~~, the annual maximum elective deferral limit ~~in 2023~~, as set by the IRS.

The Authority shall pay a stipulated amount, currently \$502 per month, directly to CalPERS for post-retirement medical under the Public Employees' Medical and Hospital Care Act. Additionally, based on the General Manager's thirteen (~~13~~15) years of CalPERS service and more than five (5) years of EBDA service as of the date of this Agreement, the Authority shall issue quarterly reimbursement to the General Manager for ~~65~~75% of Kaiser's one-party member rate, increasing by 5% for each additional year of CalPERS service, up to 100% at 20 years.

The Authority shall provide a monthly health and wellness stipend (up to the amount identified in the current Compensation Plan) to promote a proactive, preventive approach to the overall well-being of employees.

Per Section 13 of the Personnel Policy, the General Manager will accrue sick leave at the rate of four (4) hours per payroll period, up to 96 hours per calendar year.

In addition to the benefits provided under the Compensation Plan, the General Manager will receive the Authority's maximum vacation accrual allowance of 200 hours per year. General Manager shall also receive 80 hours per year of administrative leave in recognition of the fact that General Manager is to observe her regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of her position.

SECTION 4. PROFESSIONAL DEVELOPMENT AND BUSINESS EXPENSES

If consistent with annual budgetary proceedings, the Authority agrees to pay reasonable: (i) travel and subsistence expenses of General Manager for professional and official travel to and from attendance at conferences, seminars, and meetings; and (ii) professional certifications and licenses including engineering registration, dues, books, and subscription expenses necessary and desirable to continue the professional development of General Manager, and (iii) expenses incurred to adequately pursue necessary official and other functions for the Authority, including national, regional, state, and local governmental groups and committees thereof which General Manager and/or the Authority serves as a member. Such organizations may include, but are not limited to the National Association of Clean Water Agencies (NACWA), California Association of Sanitation Agencies (CASA), Water Environment Federation (WEF), Water Environment & Reuse Foundation (WERF), California Water Environment Association (CWEA), and the Bay Area Clean Water Agencies (BACWA). Consistent with annual budgetary proceedings, the Authority agrees to pay such other reasonable business expenses related to General Manager's performance of the duties described in the attached job description.

SECTION 5. EQUIPMENT

The Authority shall provide the General Manager with the equipment necessary to perform the duties described in the attached job description. This includes provision of a cell phone or stipend commensurate with business use of General Manager's personal cell phone, provision of a laptop capable of connecting remotely to the Authority's business and SCADA systems, and provision of a tablet. Laptop computer and tablet may be combined to the extent that one piece of equipment can meet both functions. The Authority will replace equipment periodically to ensure current functionality.

SECTION 6. TERMINATION

The term of this Agreement shall be from February 28, 2018 until terminated by either party. The Parties agree that the General Manager is "at will," meaning that she serves at the pleasure of the Commission and that this Agreement may be terminated by either the General Manager or the Commission with or without cause at any time upon written notice to the General Manager during its term.

To the extent practicable, General Manager shall make her best effort to provide Authority at least sixty (60) days advance written notice of termination of this agreement.

In the event the Authority terminates the General Manager's employment without cause, the General Manager shall be entitled to the following severance: three months' salary at the rate in effect at the date of termination, COBRA payments to cover three months of full medical coverage, and compensation for unused but accrued vacation at the salary rate effective at the date of termination. In the event that the Authority ceases to exist or is otherwise no longer in need of a General Manager, the General Manager shall be entitled to the following severance: six months' salary at the rate in effect at the date of termination, COBRA payments to cover six months of full medical coverage, and compensation for unused but accrued vacation at the salary rate effective at the date of termination. Severance is conditioned on the General Manager signing and executing a comprehensive settlement and release of all claims against Authority.

SECTION 7. GENERAL PROVISIONS

1. This Agreement, including the attached Addendum to General Manager Employment Agreement, shall constitute the entire agreement between the Parties.
2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of General Manager.
3. If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
4. This Agreement shall become effective upon approval by the East Bay Dischargers Authority Commission.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first written above.

East Bay Dischargers Authority

Date

Jacqueline Zipkin

Date

Approved as to form:

Eric S. Casher
Authority Legal Counsel

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

JACQUELINE ZIPKIN

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4. This Agreement shall become effective upon approval by the East Bay Dischargers Authority Commission.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first written above.

East Bay Dischargers Authority

Date

Jacqueline Zipkin

Date

Approved as to form:

Eric S. Casher
Authority Legal Counsel

ITEM NO. 20 ACCEPT FISCAL YEAR 2026/2027 COMMITTEE APPOINTMENTS AND SCHEDULE

Recommendation

Approve, by motion, the Committee appointments and calendar for Fiscal Year 2026/2027.

Discussion

Commissioner Boldt has considered the Commissioner's individual preferences and made appointments to Authority Committees. The appointments are indicated in the following table.

Committee	Members	Day and Time
Financial Management	Boldt and Johnson	Wednesday, 10-11am
Operations & Maintenance	Andrews and Kludjian	Monday, 12-1pm
Personnel	Young and Kludjian	Wednesday, 1-2pm
Regulatory Affairs	Johnson and Andrews	Monday, 11am-12pm

A proposed schedule of Committee and Commission meetings for Fiscal Year 2026/2027 is attached. Financial Management and Operations & Maintenance Committees meet monthly. Personnel and Regulatory Affairs Committees alternate every other month.

EAST BAY DISCHARGERS AUTHORITY
Commission and Committee Meetings
July 2026 - June 2027

Commission	Financial Management	O&M	Personnel	Regulatory Affairs
Commissioners	Boldt (Chair), Johnson	Andrews (Chair), Kludjian	Young (Chair), Kludjian	Johnson (Chair), Andrews
Thursday 4:00 PM	Wednesday 10:00 AM	Monday 12:00 PM	Wednesday 1:00 PM	Monday 11:00 AM
July 16, 2026	July 15, 2026	July 13, 2026	July 15, 2026	--
Commission Recess, no meetings scheduled in August.				
September 17, 2026	September 16, 2026	September 14, 2026	--	September 14, 2026
October 15, 2026	October 14, 2026	October 12, 2026	October 14, 2026	--
November 19, 2026	November 18, 2026	November 16, 2026	--	November 16, 2026
December 17, 2026	December 16, 2026	December 14, 2026	December 16, 2026	--
January 21, 2027	January 20, 2027	1/18/2027*	--	1/18/2027*
February 18, 2027	February 17, 2027	2/15/2027*	February 17, 2027	--
March 18, 2027	March 17, 2027	March 15, 2027	--	March 15, 2027
April 15, 2027	April 14, 2027	April 12, 2027	April 14, 2027	--
May 20, 2027	May 19, 2027	May 27, 2027	--	May 27, 2027
June 17, 2027	June 16, 2027	June 14, 2027	June 16, 2027	--

Meetings are subject to rescheduling and/or cancelation. Please see the website for the latest agenda information.

Personnel and Regulatory Affairs Committees meet every other month. Additional meetings may be scheduled as needed.

*Due to the holiday, the meeting will be rescheduled.

Revised: June 18, 2026

ITEM NO. 21 ITEMS FROM THE COMMISSION AND STAFF

The Commission and staff may comment on items of general interest.

CLOSED SESSION

ITEM NO. 22 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

The Commission may meet in closed session to discuss the following:

Pursuant to Government Code §54956.8
15850 Jess Ranch Road

ITEM NO. 23 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

The Commission may meet in closed session to discuss the following:

Gov. Code § 54956.9(d)(2)
Number of Potential Cases: 1

ITEM NO. 24 CLOSED SESSION REPORT

ITEM NO. 25 ADJOURNMENT