

**CUPERTINO SANITARY DISTRICT  
SANITARY BOARD MEETING  
WEDNESDAY, AUGUST 18, 2021**

**AGENDA**

**In accordance with Executive Order N-33-20, meeting to be held at 7:00 p.m. via teleconference [call 1 (866) 899 - 4679 Conference Access Code: 251566821] and anyone interested may also call in. The District Office at 20863 Stevens Creek Blvd, Suite 100, Cupertino is closed.**

**1. ROLL CALL**

**2. PUBLIC COMMENTS**

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE BOARD ON ANY MATTER NOT ON THE AGENDA. SPEAKERS ARE LIMITED TO THREE (3) MINUTES.

ALL STATEMENTS REQUIRING A RESPONSE WILL BE REFERRED TO STAFF FOR FURTHER ACTION. IN MOST CASES, STATE LAW WILL PROHIBIT THE BOARD FROM MAKING ANY DECISIONS WITH RESPECT TO A MATTER NOT LISTED ON THE AGENDA.

**3. CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.

**4. MINUTES & BILLS**

- A. APPROVAL OF THE MINUTES OF AUGUST 4, 2021
- B. APPROVED MINUTES OF JULY 21, 2021
- C. PAYMENT OF BILLS AND APPROVAL OF FINANCIAL STATEMENT
- D. DIRECTOR'S MONTHLY TIMESHEETS

**5. CORRESPONDENCE**

- A. CITY OF SAN JOSE – SEWER USE ORDINANCE

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**6. MEETINGS**

- A. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD ON SEPTEMBER 6, 2021
- B. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD ON SEPTEMBER 9, 2021

**7. REPORTS**

- A. CSRMA TRAINING HELD AUGUST 11, 2021 IN SAN DIEGO, CA
- B. CASA ANNUAL CONFERENCE HELD AUGUST 11-13, 2021 IN SAN DIEGO, CA
  - a. CSRMA Board of Directors meeting
  - b. Attorneys Committee meeting
  - c. Other conference sessions

**8. UNFINISHED BUSINESS**

- A. COVID-19 UPDATES

**9. NEW BUSINESS**

- A. SILICON VALLEY FALL FESTIVAL – SEPTEMBER 11, 2021

**10. STAFF REPORT**

- A. FUTURE DEVELOPMENT PROJECTS – VALLCO INSTALLER'S AGREEMENT
- B. PEAK FLOW REDUCTION
- C. MONTHLY MAINTENANCE REPORT

**11. CALENDAR ITEMS**

- A. NEXT REGULAR DISTRICT BOARD MEETING IS SCHEDULED TO BE HELD ON WEDNESDAY, SEPTEMBER 1, 2021

**12. ADJOURNMENT**

## CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, AUGUST 4, 2021

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:01 p.m. This meeting was conducted in accordance with the Executive Order N-33-20 via teleconferencing. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

### 1. ROLL CALL:

President Saadati called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, Taghi S. Saadati, William A. Bosworth, and Patrick S. Kwok. Director John M. Gatto was on excused absence.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard Tanaka

Public: None

### 2. PUBLIC COMMENTS:

There were none.

### 3. CLOSED SESSION:

President Saadati adjourned the regular meeting session and opened the closed session at 7:02 p.m. Manager Porter and Deputy Manager Woodhouse were excused from the closed session.

A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Closed session was adjourned at 7:28 p.m. and the regular meeting was called to order. District Manager Porter and Deputy District Manager Woodhouse rejoined the regular meeting. There was no reportable action.

### 4. MINUTES:

A. On a motion by Director Bosworth, seconded by Director Saadati, by a vote of 4-0-0 the minutes of Wednesday, July 21, 2021 were approved.

B. By consensus, the Minutes of Wednesday, June 16, 2021 are to be Noted & Filed.

### 5. CORRESPONDENCE:

There was none.

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WEDNESDAY, AUGUST 4, 2021

6. MEETINGS:

- A. The teleconference meeting of The San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) scheduled to be held on August 9, 2021 was canceled.
- B. Directors Chen and Bosworth plan to attend the CSRMA training to be held August 11, 2021 in San Diego, CA.
- C. Board Members and Staff plan to attend the CASA Annual Conference to be held August 11-13, 2021 in San Diego, CA. The CSRMA Board Meeting is scheduled on the itinerary for August 12, 2021. District Manager Porter said he received an email notification that CASA is requiring all attendees to wear masks and either be fully vaccinated or have a negative COVID test within 72 hours prior to the start of the conference.
- D. The teleconference meeting of The San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) scheduled to be held on August 12, 2021 was canceled.

7. REPORTS:

There were none.

8. UNFINISHED BUSINESS:

- A. Manager Porter reported on Vallco Installer's Agreement – Make Ready Utilities. Staff received comments from Vallco today. There were no major changes. Manager Porter will discuss comments with District Counsel. The Board requested to see the final negotiated version of the Installer's Agreement at the next Board meeting in two weeks.
- B. Manager Porter reported on COVID-19 updates. Guidance provided by the CDC and directives from Santa Clara County recommends that all employees wear masks when working indoors. As a result, Mark Thomas has decided to postpone its plans to return to the office. There is no additional guidance on the discontinuation of relaxation of requirements for public meetings being held remotely.

9. NEW BUSINESS:

- A. The Board reviewed the Memo for San Jose Capital Payment – Check Reissue. There was no Board action.

10. STAFF REPORTS:

- A. Deputy Manager Woodhouse reported on Peak Flow Reduction. Woodhouse provided an update on the progress of each element of the Peak Flow Reduction Program, including the Smoke Testing Program work by V&A Consultants to find sources of Inflow and the fixing of cleanout cover defects by District Inspector staff, the development of an inflow correction rehabilitation project for lower laterals and manholes by District Engineering staff, the Hydraulic Modeling Review project

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by Akel Engineering, and the negotiations with the City of Sunnyvale for them to determine the feasibility of accepting a minimum of 0.5 MGD of District flows during extreme wet weather conditions.

Director Chen requested more detailed cost tracking for each element of the Peak Flow Reduction Program.

11. CALENDAR ITEMS:

- A. The next regular District Board meeting is scheduled to be held on Wednesday, August 18, 2021.

12. ADJOURNMENT:

On a motion properly made and seconded, at 8:08 p.m. the meeting was adjourned.

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Secretary of the Sanitary Board

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President of the Sanitary Board

## CUPERTINO SANITARY DISTRICT BOARD MEETING WEDNESDAY, JULY 21, 2021

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. This meeting was conducted in accordance with the Executive Order N-33-20 via teleconferencing. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

### 1. ROLL CALL:

President Saadati called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, Taghi S. Saadati, John M. Gatto, William A. Bosworth, and Patrick S. Kwok.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard Tanaka

Public: None

### 2. PUBLIC COMMENTS:

There were none.

### 3. CLOSED SESSION:

President Saadati adjourned the regular meeting session and opened the closed session at 7:01 p.m. Manager Porter and Deputy Manager Woodhouse were excused from the closed session.

- A. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

The closed session was adjourned at 7:33 p.m. and the regular meeting was called to order. District Manager Porter and Deputy District Manager Woodhouse rejoined the regular meeting.

There was no reportable action.

### 4. MINUTES & BILLS:

- A. On a motion by Director Bosworth, seconded by Director Chen, by a vote of 5-0-0 the minutes of Wednesday, June 16, 2021, were approved as written.
- B. By consensus, the Minutes of Wednesday, May 19, 2021, is to be Noted & Filed.

CUPERTINO SANITARY DISTRICT BOARD MEETING  
WEDNESDAY, JULY 21, 2021

- C. The Board reviewed June payable warrants and financial statements. Manager Porter discussed the current District financial statement. On a motion by Director Gatto, seconded by Director Kwok, by a vote of 5-0-0, the financial statement and payment of bills were approved as written.
- D. Board members will submit their July timesheets to Manager Porter.

5. CORRESPONDENCE:

- A. The Board reviewed correspondence from the Cupertino Rotary Club, announcing continuation of the 2021 Silicon Valley Fall Festival to be held September 11, 2021. The Board supports participation in the Rotary Club Fall Festival.

6. MEETINGS:

- A. District Manager Porter plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on August 9, 2021.
- B. Director Kwok plans to attend the teleconference meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on August 12, 2021.

7. REPORTS:

- A. Director Bosworth reported on the CSRMA Board of Directors meeting held on June 24, 2021. Insurance costs have gone up significantly in four of the past five years due to natural disasters in California. As a result, the costs for CSMRA insurance will go up in the future.

8. UNFINISHED BUSINESS:

- A. District Manager Porter reported on COVID-19 updates. Santa Clara County now recommends that all people wear masks when indoors. No change to the ability for the Board to meet virtually. Mark Thomas will return to work in late September with most staff working in the office two days per week.
- B. District Manager Porter reported on the CASA 2021 Annual Conference registration status.

9. NEW BUSINESS:

There was none.

10. STAFF REPORTS:

- A. District Manager Porter reported on future development projects. Vallco has minor comments on the new Installer's Agreement for Make Ready Utilities. On a motion by Director Kwok, seconded by Director Gatto, by a vote of 5-0-0 the Installer's Agreement was approved with non-substantive revisions.
- B. District Manager Porter and Deputy Manager Woodhouse reported on the Peak Flow Reduction.

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C. District Manager Porter reported on the monthly maintenance report.

11. CALENDAR ITEMS:

The next regular District Board meeting is scheduled to be held on Wednesday, August 4, 2021.

12. ADJOURNMENT:

On a motion properly made and seconded, at 8:23 p.m. the meeting was adjourned.

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Secretary of the Sanitary Board

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President of the Sanitary Board



# Item 4C

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**CUPERTINO SANITARY DISTRICT**  
**MONTHLY FINANCIAL REPORT THROUGH JUNE 2022**  
**(1st Month of Operations - 8% into FY Operations)**  
 FISCAL YEAR: July 1, 2021 to June 30, 2022

**EXPENSE SUMMARY REPORT - ADJUSTED BUDGET**

Account Name	Account Number	BUDGET	Prior Expenses	Amount Payable	Total To Date Expenses	Remaining Balance	(##) {shqghgf Gdwh}	Comments
<b>JUL SERVICES</b>								
<b>OPERATING EXPENSES</b>								
Loan Payments	41000	\$1,200,542	\$0.00	\$0.00	\$0.00	\$1,200,541.67	0.0%	None this month
Directors Fees	41030	\$38,000	\$0.00	\$1,622.20	\$1,622.20	\$36,377.80	4.3%	On Target
Gasoline, Oil & Fuel	41060	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%	None this month
Insurance	41060	\$170,000	\$2,793.00	\$992.08	\$3,785.08	\$166,214.92	2.2%	Dooley Insurance - September Coverage; Alliant ACIP and AMVP paid last month
Memberships	41080	\$57,000	\$7,802.95	\$283.00	\$8,085.95	\$48,914.05	14.2%	CWEA Memberships and Re-certifications; LAFCO paid in full last month
Office Rent	41090	\$4,800	\$0.00	\$400.00	\$400.00	\$4,400.00	8.3%	On Target
Operating Expenses	41100	\$3,000	\$0.00	\$108.00	\$108.00	\$2,892.00	3.6%	Santa Clara County - Notary Services
Operating Expenses - Credit Card Transaction Fees	41100-1	\$6,000	\$0.00	\$359.10	\$359.10	\$5,640.90	6.0%	July Credit Card Processing Fees
<b>Contractual Services:</b>								
Outfall Maintenance	41113	\$71,000	\$0.00	\$0.00	\$0.00	\$71,000.00	0.0%	None this month
T.P. Oper. & Maint.	41114	\$6,675,375	\$1,668,844.00	\$0.00	\$1,668,844.00	\$5,006,531.00	25.0%	Q1 FY2021-22 (prepaid last month to avoid late fees)
<b>Professional Services:</b>								
Management Services	41121	\$550,000	\$0.00	\$31,050.30	\$31,050.30	\$518,949.70	5.6%	On Target
SSMP Certification and Implementation	41121	\$100,000	\$0.00	\$127.00	\$127.00	\$99,873.00	0.1%	On Target
Engineering Services	41122	\$1,300,000	\$0.00	\$115,948.84	\$115,948.84	\$1,184,051.16	8.9%	On Target
Inflow/Infiltration Reduction	41122	\$500,000	\$0.00	\$82,505.12	\$82,505.12	\$417,494.88	16.5%	Peak flow reduction program; V&A fees for \$38.7K
Plan Ckg. & Insp.	41123	\$300,000	\$0.00	\$13,760.77	\$13,760.77	\$286,239.23	4.6%	On Target
Legal - Consultant Services	41124	\$36,000	\$0.00	\$4,300.00	\$4,300.00	\$31,700.00	11.9%	Richard Tanaka - Consulting Services for July 2021
Legal - District Counsel	41124	\$60,000	\$0.00	\$2,250.00	\$2,250.00	\$57,750.00	3.8%	Marc Hynes - July Services
Legal - Common Interest Group (CuSD Advance Pay)	41124	\$1,014,000	\$0.00	\$0.00	\$0.00	\$1,014,000.00	0.0%	None this month
Legal - Common Interest Group (CuSD Share)	41124	\$286,000	\$0.00	\$0.00	\$0.00	\$286,000.00	0.0%	None this month
Audit	41125	\$12,000	\$0.00	\$0.00	\$0.00	\$12,000.00	0.0%	None this month
Printing & Publications	41130	\$28,000	\$0.00	\$0.00	\$0.00	\$28,000.00	0.0%	None this month
<b>Repair and Maintenance</b>								
Repairs	41150	\$450,000	\$0.00	\$11,020.07	\$11,020.07	\$438,979.93	2.4%	On target; expenditure for the Fiscal Year was directed more towards Maintenance
Maintenance	41151	\$3,450,000	\$0.00	\$289,378.79	\$289,378.79	\$3,160,621.21	8.4%	On target
Travel & Meetings Staff	41170	\$15,000	\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%	CASA Registration fees for staff will be on next month's reimbursable billing invoice
Travel & Meetings BOD	41170	\$18,000	\$0.00	\$2,380.00	\$2,380.00	\$15,620.00	13.2%	CASA - Registration fees for Directors
Utilities	41190	\$70,000	\$0.00	\$5,194.60	\$5,194.60	\$64,805.40	7.4%	On Target
<b>Refunds &amp; Reimbursements:</b>								
Miscellaneous	41201	\$50,000	\$0.00	\$0.00	\$0.00	\$50,000.00	0.0%	None this month
Connection Fees	41202	\$2,000	\$0.00	\$0.00	\$0.00	\$2,000.00	0.0%	None this month
Checking & Inspection	41203	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%	None this month
Emergency Funds	48000	\$250,000	\$0.00	\$6,991.95	\$6,991.95	\$243,008.05	2.8%	One Emergency this month (AB/JDD)
Consolidated Election	48001	\$0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	None this Fiscal Year
<b>TOTAL OPERATING EXPENSES</b>		<b>\$16,722,717</b>	<b>\$1,679,439.95</b>	<b>\$568,671.82</b>	<b>\$2,248,111.77</b>	<b>\$14,474,604.90</b>	<b>13.4%</b>	
<b>CAPITAL EXPENSES</b>								
District Sewer Capital & Support	46041	\$1,000,000	\$0.00	\$63.50	\$63.50	999,936.50	0.0%	Engineering Expenses for Wolfe Road Main Sewer Relocation
Treatment Plant Capital	46042	\$8,430,221	\$1,017,799.00	\$0.00	\$1,017,799.00	7,412,422.00	12.1%	Q1 FY2021-22 (prepaid last month to avoid late fees)
Outfall Capital	46042	\$1,095,045	\$0.00	\$0.00	\$0.00	1,095,045.00	0.0%	None this month
District Equipment	46043	\$150,000	\$0.00	\$4,050.16	\$4,050.16	145,949.84	2.7%	Rebuild Pump for Tantau Pump Station
Replacement Fund	46044	\$300,000	\$0.00	\$0.00	\$0.00	300,000.00	0.0%	
<b>TOTAL CAPITAL EXPENSES</b>		<b>\$10,975,266</b>	<b>\$1,017,799.00</b>	<b>\$4,113.66</b>	<b>\$1,021,912.66</b>	<b>\$9,953,353.34</b>	<b>9.3%</b>	
<b>TOTAL EXPENSES</b>		<b>\$27,697,983</b>	<b>\$2,697,238.95</b>	<b>\$572,785.48</b>	<b>\$3,270,024.43</b>	<b>\$24,427,958.24</b>	<b>11.8%</b>	

**CUPERTINO SANITARY DISTRICT**  
**MONTHLY FINANCIAL REPORT THROUGH JUNE 2022**  
**(1st Month of Operations - 8% into FY Operations)**

FISCAL YEAR: July 1, 2021 to June 30, 2022

**REVENUE SUMMARY REPORT**

Account Name	Account Number	BUDGET	Prior Receipts	Current Month Receipts July Receipts	Total Amount Received	Remaining Balance to Collect	% Earned To Date	Comments
<b>OPERATING REVENUES</b>								
Service Charges								
Handbilling	31010	\$574,901.00	\$0.00	\$0.00	\$0.00	\$574,901.00	0.0%	None this month
Tax Roll	31010	\$18,647,000.00	\$0.00	\$0.00	\$0.00	\$18,647,000.00	0.0%	None this month
Permit Fees	31020	\$75,000.00	\$0.00	\$12,441.32	\$12,441.32	\$62,558.68	16.6%	Thirty-three payments received this month
Connection Fees	31031	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	0.0%	None this month
Capacity Fees	31032	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00	0.0%	None this month
Pump Zone Fees	31033	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.0%	None this month
Checking & Inspection Fees	31040	\$300,000.00	\$0.00	\$12,300.00	\$12,300.00	\$287,700.00	4.1%	Thirty-one payments received this month (includes \$500 Grease Control Violation Fine)
Annexation	32010	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.0%	None this month
Interest	32050	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0.0%	None this month
City of San Jose Credit(s)	32091	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	0.0%	None this month
Legal - Common Interest Group (Tributaries)	32092.1	\$1,014,000.00	\$0.00	\$42,646.29	\$42,646.29	\$971,353.71	4.2%	Received from CSD2-3 (for Milpitas Unpaid Portion from Q4 2019 through Q2 2020)
Legal - Common Interest Group (2% Admin Fees)	32902.2	\$14,000.00	\$0.00	\$870.33	\$870.33	\$13,129.67	6.2%	Received from CSD2-3 (for Milpitas Unpaid Portion from Q4 2019 through Q2 2020)
Refunds/Reimbursements - Misc.	32091	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.0%	None this month
Lateral Construction	32093	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%	None this month
<b>TOTAL OPERATING REVENUE</b>		<b>\$22,122,401.00</b>	<b>\$0.00</b>	<b>\$68,257.94</b>	<b>\$68,257.94</b>	<b>\$22,054,143.06</b>	<b>0.31%</b>	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	Reserve Account
<b>TOTAL OPERATING REVENUE</b>		<b>\$22,122,401.00</b>	<b>\$0.00</b>	<b>\$68,257.94</b>	<b>\$68,257.94</b>	<b>\$22,054,143.06</b>	<b>0.31%</b>	

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Date	Operating Fund	Replacement Fund	Comingled Fund	Cal Bank Trust Acct	Loan Balance with interest *	Net Cash
FY 2020-21 Balance	\$18,598,059.22	\$3,000,000.00	\$15,598,059.22	\$2,184,966.15	\$180,766.88	\$20,963,792.25
July 31, 2021	\$16,183,910.31	\$3,000,000.00	\$13,183,910.31	\$2,206,581.52	\$180,769.85	\$18,571,261.68

FOR CAL BANK SUMMARY, SEE ATTACHED DETAIL.

## CALIFORNIA BANK AND TRUST ACCOUNT SUMMARY AS OF 7/31/2021

Cal Bank Activities				Total Interest	Interest prorated to Loan Balance	Loan Balance w/Interest	Interest prorated to \$600K District Saving	District portion of saving balance	Total Savings balance	Checking Acct Balance	TOTAL AT CAL BANK
<u>No.</u>	<u>Payee</u>	<u>Date</u>	<u>Check Amount</u>			\$10,000,000.00			\$10,000,000.00		\$10,000,000.00
101	San Jose	10/16/2019	\$2,180,309.00			\$7,819,691.00			\$7,819,691.00		\$7,819,691.00
102	San Jose	10/16/2019	\$29,515.44			\$7,790,175.56			\$7,790,175.56		\$7,790,175.56
103	Tesco	11/20/2019	\$17,707.00			\$7,772,468.56			\$7,772,468.56		\$7,772,468.56
104	Shape	11/20/2019	\$108,814.78			\$7,663,653.78			\$7,663,653.78		\$7,663,653.78
105	Tesco	12/18/2019	\$169,018.00			\$7,494,635.78			\$7,494,635.78		\$7,494,635.78
106	Con Quest	12/18/2019	\$385,242.58	\$30,683.35	\$30,683.35	\$7,140,076.55			\$7,140,076.55		\$7,140,076.55
107	San Jose	1/15/2020	\$6,966,355.00			\$173,721.55			\$173,721.55		\$173,721.55
Interest through 3/31/20				\$6,823.36	\$6,823.36	\$180,544.91			\$180,544.91		\$180,544.91
Deposit 4/16/2020						\$180,544.91		\$600,000.00	\$780,544.91	\$2,996.28	\$783,541.19
Balance as of 5/30/2020				\$179.37	\$41.50	\$180,586.41	\$137.87	\$600,137.87	\$780,724.28	\$5,744.81	\$786,469.09
Balance as of 6/30/2020				\$197.98	\$45.80	\$180,632.21	\$152.18	\$600,290.05	\$780,922.26	\$31,953.57	\$812,875.83
Balance as of 7/31/2020				\$191.84	\$44.37	\$180,676.58	\$147.47	\$600,437.52	\$781,114.10	\$37,732.75	\$818,846.85
Balance as of 8/31/2020				\$154.53	\$35.74	\$180,712.33	\$118.79	\$600,556.30	\$781,268.63	\$48,220.05	\$829,488.68
Balance as of 9/30/2020				\$25.62	\$5.93	\$180,718.25	\$19.69	\$600,576.00	\$781,294.25	\$56,059.22	\$837,353.47
Balance as of 10/31/2020				\$25.62	\$5.93	\$180,724.18	\$19.69	\$600,595.69	\$781,319.87	\$67,713.45	\$849,033.32
Balance as of 11/30/2020				\$26.47	\$6.12	\$180,730.30	\$20.35	\$600,616.04	\$781,346.34	\$80,097.89	\$861,444.23
Balance as of 12/31/2020				\$26.47	\$6.12	\$180,736.42	\$20.35	\$600,636.39	\$781,372.81	\$89,436.48	\$870,809.29
Balance as of 1/31/2021				\$24.83	\$5.74	\$180,742.17	\$19.09	\$600,655.47	\$781,397.64	\$99,672.14	\$881,069.78
Balance as of 2/28/2021				\$23.98	\$5.55	\$180,747.71	\$18.43	\$600,673.91	\$781,421.62	\$108,211.86	\$889,633.48
Balance as of 3/31/2021				\$28.26	\$6.54	\$180,754.25	\$21.72	\$600,695.63	\$781,449.88	\$121,953.35	\$903,403.23
Balance as of 4/30/2021				\$22.27	\$5.15	\$180,759.40	\$17.12	\$600,712.75	\$781,472.15	\$135,672.77	\$917,144.92
Balance as of 5/31/2021				\$11.99	\$2.77	\$180,762.18	\$9.22	\$600,721.96	\$781,484.14	\$153,926.10	\$935,410.24
Deposit 6/22/2021								\$1,415,667.34			
Balance as of 6/30/2021				\$20.34	\$4.70	\$180,766.88	\$15.64	\$2,016,404.94	\$2,197,171.82	\$168,561.21	\$2,365,733.03
Balance as of 7/31/2021				\$36.12	\$2.97	\$180,769.85	\$33.15	\$2,016,438.09	\$2,197,187.60	\$190,143.43	\$2,387,331.03
<b>TOTAL OR BALANCE AMOUNT</b>			<b>\$9,856,961.80</b>	<b>\$38,502.40</b>	<b>\$37,731.65</b>	<b>\$180,769.85</b>	<b>\$770.75</b>	<b>\$2,016,438.09</b>	<b>\$2,197,187.60</b>	<b>\$190,143.43</b>	<b>\$2,387,331.03</b>

**CUPERTINO SANITARY DISTRICT  
WARRANTS PAYABLE - August 18, 2021**

<u>WARRANT NUMBER</u>	<u>FUND</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	
N/A	M&O	\$ 1,622.20	ADP	Directors' Salary	
19194	M&O	\$ 992.08	Dooley Insurance Services	Insurance - Group Life & Dental	
19195	M&O	\$ 283.00	CWEA	Memberships	
N/A	M&O	\$ 359.10	CalBank Credit Card Processing Fees	Operating Exp. - Credit Card Processing Fees	
19196	M&O	\$ 364,260.85	Mark Thomas	Office Rent	400.00
				Operating Expenses - General	108.00
				Management Services	31,050.30
				SSMP Certification and Implementation	127.00
				Engineering Services	115,948.84
				Peak Flow Reduction	43,795.12
				Plan Checking & Inspection	13,760.77
				Repairs	10,333.99
				Maintenance	140,859.93
				Utilities	1,052.70
				Emergency Funds	6,760.70
				District Sewer Capital & Support	63.50
19197	M&O	\$ 38,710.00	V&A Consulting	Peak Flow Reduction	
19198	M&O	\$ 4,300.00	Richard K. Tanaka	Legal - Consultant Services	
19199	M&O	\$ 2,250.00	Armento & Hynes, LLP	Legal - District Counsel (March Services)	
19200	M&O	\$ 686.08	CD & Power	Repairs	
19201	M&O	\$ 664.87	Grainger	Maintenance	
19202	M&O	\$ 346.96	Home Depot	Maintenance	
19203	M&O	\$ 70.00	Mission Communications	Maintenance	
19204	M&O	\$ 3,558.56	USA North 811	Maintenance	
19205	M&O	\$ 9,729.72	RotoRooter	Maintenance	
19206	M&O	\$ 63,236.25	Able Underground Construction	Maintenance	
19207	M&O	\$ 71,143.75	AB/JDD Plumbing Heating & AC	Maintenance	70,912.50
				Emergency	231.25
19208	M&O	\$ 63.66	City of Santa Clara Utilities	Utilities	
19209	M&O	\$ 4,078.24	PG&E	Utilities	
19210	M&O	\$ 2,380.00	CASA	Travel & Meetings BOD	
19211	M&O	\$ 4,050.16	Shape Inc.	District Equipment	
<b>TOTAL WARRANTS</b>		<b>\$ 572,785.48</b>			

<b><u>Pk Flow Red. Total:</u></b>	\$ 82,505.12	Mark Thomas, V & A
<b><u>Maintenance Total:</u></b>	\$ 289,378.79	Mark Thomas, USA North 811, Grainger, Mission, Home Depot, Roto Rooter, ABLE, AB/JDD
<b><u>Utilities Total:</u></b>	\$ 5,194.60	Mark Thomas, Santa Clara, PG&E
<b><u>Emergency Total:</u></b>	\$ 6,991.95	Mark Thomas, AB/JDD

**EMERGENCY DETAILS:**

**Roto-Rooter** - no emergencies this month

**Able** - no emergencies this month

**AB/JDD Plumbing** - one emergency this month



*Environmental Services Department*  
San José-Santa Clara Regional Wastewater Facility

**WATERSHED PROTECTION**

July 22, 2021

Mr. Benjamin Porter  
District Manager  
Cupertino Sanitary District  
20863 Stevens Creek Blvd., Ste. 100  
Cupertino, CA 95014

**CONTRIBUTING AGENCIES**

CITY OF SAN JOSÉ  
CITY OF SANTA CLARA  
COUNTY SANITATION DIST. NO. 2 - 3  
BURBANK SANITARY DISTRICT  
CUPERTINO SANITARY DISTRICT  
CITY OF CUPERTINO  
CITY OF MILPITAS  
WEST VALLEY SANITATION DISTRICT  
CITIES OF CAMPBELL, LOS GATOS  
MONTE SERENO AND SARATOGA

Dear Mr. Porter:

The Regional Water Quality Control Board completed an audit review of the City of San Jose’s Sewer Use Ordinance. The revisions attached to this letter are for your reference and were initiated by a combination of recommendations and audit requirements from the Regional Water Quality Control Board. The purpose of this letter is to formally notify you that the San José City Council approved changes to its Sewer Use Ordinance (SUO) effective June 29, 2021. Consequently, it will now be necessary for Cupertino Sanitary District to make commensurate updates to its SUO. Cupertino Sanitary District’s action to approve will support the successful control of wastewater discharges to the San José-Santa Clara Regional Wastewater Facility (Facility).

In accordance with the Master Agreement for Wastewater Treatment between the City of San José and Cupertino Sanitary District, Cupertino Sanitary District is required to adopt these changes in its local regulations. The Facility’s ability to comply with federal regulatory requirements for permit issuance and program implementation is dependent upon these changes to the sewer use regulations. We are requesting that your agency adopt these changes to be effective by December 29, 2021. Any delay in your adoption of the SUO changes places the Facility at risk of failing to meet regulatory requirements and program objectives under regulatory obligations.

The City of San José greatly appreciates the partnership in working with staff at the Cupertino Sanitary District and the other tributary agencies in updating each agency’s respective SUO. We appreciate your support and timely action to ensure adoption of this ordinance changes for Cupertino Sanitary District.

If you have any questions or need additional information, please feel free to contact my staff, Hoss Rahnema at (408) 793-4397 or email [hoss.rahnama@sanjoseca.gov](mailto:hoss.rahnama@sanjoseca.gov).

Sincerely,

*Rajani Nair*  
Rajani Nair (Jul 26, 2021 16:46 PDT)

Rajani Nair, Deputy Director  
City of San José  
Environmental Services Department

Enclosure

**ORDINANCE NO. 30614**

**AN ORDINANCE OF THE CITY OF SAN JOSE AMENDING  
VARIOUS SECTIONS OF CHAPTER 15.14 OF TITLE 15 OF  
THE SAN JOSE MUNICIPAL CODE REGARDING SEWER  
USE REGULATIONS**

**WHEREAS**, pursuant to the provisions and requirements of the California Environmental Quality Act of 1970, together with related State CEQA Guidelines and Title 21 of the San José Municipal Code (collectively, "CEQA"), the Director of Planning, Building and Code Enforcement has determined that the provisions of this Ordinance do not constitute a project, under File No. PP17-008 (General Procedure and Policy Making resulting in no changes to the physical environment); and

**WHEREAS**, the City Council of the City of San José is the decision-making body for this Ordinance; and

**WHEREAS**, this Council has reviewed and considered the "not a project" determination under CEQA prior to taking any approval actions on this Ordinance;

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAN JOSE:

SECTION 1. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.216 Authorized or Duly Authorized Representative of the User**

"Authorized or Duly Authorized Representative of the User" means:

A. For a corporation:

1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
2. The manager of one or more manufacturing, production, or operating facilities if the following criteria are met:
  - a. The manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations;
  - b. The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and
  - c. The manager has the assigned or delegated authority to sign documents in accordance with corporate procedures.

B. For a partnership or sole proprietorship: a general partner or proprietor, respectively.

- C. For a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- D. The individuals described in paragraphs A through C, above, may designate a Duly Authorized Representative in writing, specifying the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and submitting the authorization to the Director.

SECTION 2. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.221 Baseline Monitoring Report (BMR)**

“Baseline Monitoring Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(b), and

- A. For New Sources and sources that become Industrial Users subsequent to the promulgation of an applicable categorical standard, submitted at least ninety (90) days prior to commencement of discharge and contain identifying information, environmental permits in place, a description of operations, flow measurements, measurements of pollutants, and the pretreatment a New Source intends to use to meet the applicable standards, including estimates of measurements;
- B. For existing Industrial Users, submitted within one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or after the final administrative decision, and shall contain, at a minimum, identifying information, environmental permits in place, a description of operations, flow measurements,



a measurement of pollutants, proper certification, and a compliance schedule as necessary.

SECTION 3. Section 15.14.230 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.230 Best Management Practices**

"Best management practices" means schedules of activities, prohibitions of practices, maintenance procedures and other management practices, such as, standard operating procedures, general good housekeeping, or pollution prevention practices to prevent or reduce the introduction of pollutants to the sanitary or storm sewer system which have been determined by the Director to be cost effective for particular industry groups, business types, or specific industrial processes. Best Management Practices may also include approved alternative means (e.g. management plans) of complying with federal, state or local regulations.

SECTION 4. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.286 Enforcement Response Plan**

"Enforcement Response Plan" means the City's plan used to guide enforcement actions taken in response to violations of this Code.

SECTION 5. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.309 Indirect Discharge or Discharge**

“Indirect Discharge or Discharge” means the introduction of pollutants or any discharge of wastewater to the sanitary sewer system.

SECTION 6. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.336 Ninety (90) Day Compliance Report**

“Ninety (90) Day Compliance Report” means a report which shall include all requirements of federal regulation, including but not limited to 40 CFR 403.12(d), and

- A. For a New Source, submitted within ninety (90) days following the commencement of the introduction of wastewater into the POTW, and contain, at a minimum, flow measurements, a measurement of pollutants, and certification of compliance with pretreatment standards; and
- B. For Industrial Users, submitted within ninety (90) days following the final date for compliance with an applicable Pretreatment Standard and contain, at a minimum, flow measurements, a measurement of pollutants, certification of compliance with pretreatment standards and the actual production during sampling period; and for Industrial Users subject to equivalent mass or concentration limits, a reasonable measure of the long term production rate.

SECTION 7. Section 15.14.360 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.360 Plant**

"Plant" means the San José-Santa Clara Regional Wastewater Facility which is also known as the San José/Santa Clara Water Pollution Control Plant.

SECTION 8. Section 15.14.365 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.365 Pretreatment Standard**

"Pretreatment standard" means prohibited discharge standards, including those in federal regulations such as 40 CFR 403.5, categorical pretreatment standards, and local limits.

SECTION 9. Section 15.14.395 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.395 Sanitary Sewer System**

"Sanitary sewer system" means all publicly owned treatment works (POTW) including the Plant, sewers, treatment plants, and other facilities owned or operated by the City for carrying, collecting, pumping, treating, storing, recycling, and disposing of sanitary sewage and industrial wastes.

SECTION 10. Section 15.14.405 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.405 Significant Change**

"Significant change" means any change in an industrial user's operation that results in any of the following:

- A. An increase or decrease in twelve (12)-month average process flow of twenty-five percent (25%) over the standard discharger's average process flow.
- B. An increase or decrease in twelve (12)-month average process flow that results in a change from low flow discharger to standard discharger or from standard discharger to low flow discharger.
- C. An increase or decrease in twelve (12)-month average process flow that results in a change from non-significant industrial user to significant industrial user or from significant industrial user to non-significant industrial user.
- D. An increase or decrease in twelve (12)-month production rate of twenty-five percent (25%) for any industrial user subject to production-based limits over the industrial user's production rate for the most immediately preceding twelve (12) months.
- E. Adding or deleting processes, process discharges, or sample points.
- F. Waiver of monitoring requirements for any pollutant not present.

SECTION 11. Section 15.14.535 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.535 Pretreatment by Owner or Operator**

Each owner or operator shall, at the owner's or operator's own expense, provide such treatment or take such other measures, as the Director may require to prevent accidental discharge, reduce objectionable characteristics, contents, or rate of discharge of waters or wastes being deposited in the sanitary sewer system to prevent damage to or interference with the sanitary sewer system.

SECTION 12. Section 15.14.545 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.545 Storm and Other Waters**

- A. No person shall discharge, cause, allow or permit any storm water, surface water, ground water, subsurface drainage or roof water to be discharged into the sanitary sewer system or any part thereof without a wastewater discharge permit or prior authorization from the Director.
- B. A wastewater discharge permit for the discharge of ground water, subsurface drainage, surface water, roof water, or storm water shall only be issued if there is no reasonable alternative method for disposal of such water.
- C. If permitted, discharge of ground water, subsurface drainage, surface water, roof water, or storm water shall be subject to all applicable requirements of this Chapter 15.14, including but not limited to the payment of applicable permit fees

and such terms and conditions as the Director may impose on the wastewater discharge permit.

SECTION 13. Section 15.14.565 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.565 Grease**

- A. No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system any liquid or other waste containing grease in excess of one hundred fifty (150) parts per million by weight.
- B. No person shall discharge, cause, allow, or permit any grease discharge from a food service establishment into the sanitary sewer system, unless such discharge has first been processed through an approved grease control device.
- C. No person shall discharge, cause, allow, or permit to be discharged any yellow grease, or any waste or material mixed with yellow grease, into the sanitary sewer system from a food service establishment. No yellow grease from a food service establishment shall be mixed with grease trap or grease interceptor waste.
- D. Any industrial user that violates the grease limit shall resample and submit reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty (30) days of becoming aware of the violations.

SECTION 14. Section 15.14.575 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.575 Corrosive Matter**

- A. No person shall discharge, cause, allow or permit to be discharged into the sanitary sewer system or any part thereof, any liquid, solid, vapor, gas, or thing having a pH lower than six (6) or equal to or greater than twelve and one-half (12.5) or having any other corrosive property capable of causing damage or hazard to the sanitary sewer system or any part thereof, or to any personnel operating, maintaining, repairing, or constructing said sanitary sewer system or any part thereof, or working in or about the sanitary sewer system.
  
- B. Any industrial user that violates any of the corrosive matter limits shall resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty (30) days of becoming aware of the violation.

SECTION 15. Section 15.14.585 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.585 Interfering Substances**

- A. No person shall discharge, cause, allow or permit to be discharged into the sanitary sewer system or any part thereof, any industrial waste containing any of the following toxic substances exceeding the concentrations set forth below:

Toxic Substance	Standard Discharger Maximum Allowable Concentration	Low Flow Discharger Maximum Allowable Concentration
Antimony	5.0 mg/l	5.0 mg/l
Arsenic	1.0 mg/l	1.0 mg/l
Beryllium	0.75 mg/l	0.75 mg/l
Cadmium	0.7 mg/l	0.7 mg/l
Chromium, Total	1.0 mg/l	1.0 mg/l
Copper	2.3 mg/l	2.7 mg/l
Cyanide, Total	0.5 mg/l	0.5 mg/l
Lead	0.4 mg/l	0.4 mg/l
Mercury	0.010 mg/l	0.010 mg/l
Nickel	0.5 mg/l	2.6 mg/l
Phenols, Total	30.0 mg/l	30.0 mg/l
Selenium	1.0 mg/l	1.0 mg/l
Silver	0.7 mg/l	0.7 mg/l
Zinc	2.6 mg/l	2.6 mg/l

- B. No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system or any part thereof, any toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to injure or cause an interference with the sewage treatment process or pass through the plant, or in sufficient quantity to constitute a hazard to humans or animals, or in sufficient quantity to create a hazard for humans, or aquatic life in



any waters receiving effluent from the sanitary sewer system, or which may create a hazard in the use or disposal of sewage sludge.

- C. All samples, including grab and composite, may be used to evaluate ~~shall demonstrate~~ compliance with the above limits.
- D. Any industrial user that violates any of the interfering substances limits must resample and submit sample reports for all pollutants in violation of any applicable permit limits or any other pollutants as required by the Director within thirty (30) days of becoming aware of the violation.

SECTION 16. Section 15.14.645 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.645 Installation and Maintenance of Amalgam Separators**

- A. Except as provided in Subsections B. and C. below, no person shall discharge, cause, allow or permit any discharge to the sanitary sewer system from a dental vacuum system, unless such discharge has first been processed through an amalgam separator.
- B. For each dental vacuum system installed prior to July 1, 2009, an amalgam separator shall be installed on or before December 31, 2010. No dental vacuum system shall be installed on or after July 1, 2009 without an amalgam separator. Proof of certification and installation records shall be submitted to the Director within ~~thirty~~ ninety (90) days of installation.
- C. A dental vacuum system may be operated without an amalgam separator provided that the system is not used in connection with the removal or placement

of fillings that contain dental amalgam, except in limited emergency or unplanned, unanticipated circumstances and the system is used exclusively by the following types of dental practices: (1) oral pathology, (2) oral and maxillofacial radiology, (3) oral and maxillofacial surgery, (4) orthodontics, (5) periodontics, or (6) prosthodontics.

- D. Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be maintained for minimum of five (5) years and available for immediate inspection upon request therefore by the Director or designee during normal business hours.

SECTION 17. Section 15.14.690 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.690 Power to Inspect**

- A. The Director and other duly authorized employees and agents of the City bearing credentials and identification shall have the right to access upon all properties for the purpose of investigating compliance with all of the requirements of this Code, state, federal regulations, and any permit, and for inspecting any sewer or storm drain connection, including all discharge connections of roof and surface drains and plumbing fixtures; inspecting, observing, measuring, photographing, sampling, and testing the quality, consistency, and characteristics of sewage and industrial wastewaters being discharged into any public sewer or natural outlet; and inspecting and copying any records relating to quantity and quality of wastewater discharges, including but not limited to water usage and effluent discharged, chemical usage, and hazardous waste records.

- B. It shall be unlawful to unreasonably obstruct, delay or interfere with the City access to the owner's and/or operator's premises.
- C. The Director may terminate service or revoke the permit of any person who has unreasonably refused or delayed access to the City.

SECTION 18. Section 15.14.695 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.695 Discharge Reports**

- A. Dischargers are subject to the reporting requirements as contained in Title 40 of the Code of Federal Regulations. The Director may require that any person connected to or discharging wastewater into the sanitary sewer system file additional periodic discharge reports or a zero-discharge report, including but not limited to the requirements contained in 40 CFR 403.12, or other applicable federal regulation.
- B. The periodic discharge report may be required to include, but need not be limited to, nature of process, volume, rates of flow, mass emission rate, hours of operation, number of employees, hauling records, potential for slug discharge or other information which relates to the generation of waste, including wastewater constituents and characteristics in the wastewater discharge and the ability of the discharger to meet applicable discharge limits.
- C. The zero-discharge report shall certify that the zero-discharge user does not discharge any process water to sanitary sewer, or for a zero-discharge categorical user does not discharge any categorical process water or ancillary process water to the designated zero discharge categorical sample point or into

the sanitary sewer system. This report may be required to include, but need not be limited to, nature of process, hours of operation, number of employees, hauling records, or other information that relates to the generation of wastes.

- D. The Director may also require such periodic discharge reports and zero discharge reports to include information concerning the chemical constituents and quantity of chemicals stored on-site, including waste hauling records or other information, which relates to the generation of wastes even though they may not normally be discharged.
- E. In addition to discharge reports, the Director may require dischargers to submit such additional reports as may be necessary to allow the City to evaluate the discharger's ability to comply with this Chapter, including but not limited to best management practice or self-monitoring reports.
- F. It shall be unlawful for any person who has discharged wastewater to the sanitary sewer system to refuse to file any report requested by the Director, to file an incomplete or inaccurate report, or to file any report or application after the due date specified by the Director.
- G. Sampling and analysis shall be performed in accordance with federal regulations, including 40 CFR ~~136~~403.12 and amendments thereto. Where federal regulation does not contain sampling or analytical methods for the pollutant in question, or where the Director determines that federal regulations are inappropriate for the pollutant in question, sampling and analysis shall be performed by using analytical methods validated by the Director.

SECTION 19. Section 15.14.710 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.710 Termination of Service and Permit Revocation**

- A. The Director may revoke any wastewater discharge permit, and/or terminate, or cause to be terminated wastewater service to any premises:
1. If a discharge of wastewater from the premises causes or threatens to cause a violation of any provision of this Chapter or of Chapters 12.04 through 12.16 or applicable local, state or federal regulations; or
  2. If a discharge of wastewater from the premises causes or threatens to cause a condition of contamination, pollution, or nuisance; or
  3. If a permittee violates any provision of this Chapter or of Chapters 12.04 through 12.16 or applicable local, state or federal regulations, or permit condition.
- B. Written notice of the permit revocation or service termination, and a statement of the grounds therefor, shall be delivered to the discharger. The notice shall be effective ten (10) calendar days after it is served on the discharger, unless the Director determines that immediate permit revocation or suspension of service is necessary for the preservation of public health or safety or for the protection of public or private property. If the Director determines that immediate permit revocation or suspension of service is necessary, the Director may act to revoke the permit or suspend service immediately after written notice is delivered to the discharger.

- C. It shall be unlawful for any person to discharge any material into the sanitary sewer system from any premises for which the permit has been revoked or wastewater service has been suspended or terminated.

SECTION 20. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.711 Summary Suspension**

- A. If the Director determines there is an imminent threat to the health, safety or welfare of the public as set out in Subsection B below, a permit may be summarily suspended for a period of time not to exceed thirty (30) days.
- B. The Director's determination that there is an imminent threat to the public health, safety or welfare shall be based on one or more of the following:
1. There is an urgent need to take immediate action to protect the public from a substantial threat of serious bodily injury or death existing on or within one hundred fifty (150) feet of the permitted premises; or
  2. There has been a violation of a permit condition or other requirement of this Code creates an imminent danger to the public health, safety or welfare on or within one hundred fifty (150) feet of the permitted premises; or
  3. The permittee has conducted the permitted business in a manner that creates or results in a public nuisance, as defined in Section 1.13.050 of this Code or Sections 3479 and 3480 of the California Civil Code, and that

public nuisance creates an imminent danger to the public health, safety or welfare on or within one hundred fifty (150) feet of the permitted premises.

- C. The summary suspension shall take effect immediately upon service of a written notice of suspension by the Director. Notice given to the permittee shall include the following information:
1. The effective date and time period of the summary suspension;
  2. The grounds and reasons upon which the summary suspension is based;
  3. The permittee who wishes to challenge the summary suspension may request a hearing before the Director;
  4. The method for requesting a hearing before the Director; and
  5. The notice of summary suspension shall become final unless the Director receives a written request for a hearing from the permittee within the time period specified in Subsection E.
- D. The summary suspension shall remain in effect unless and until the Director either:
1. Amends the notice of summary suspension to shorten the time period provided in the earlier notice of summary suspension; or
  2. Issues a decision after holding a hearing pursuant to the requirements of this Section that modifies or overrules the summary suspension.

- E. If the permittee wishes to challenge the summary suspension, the permittee must file a written request for a hearing before the Director within three (3) business days after service of the notice of summary suspension. If the Director does not receive a request for a hearing from the permittee within this time period, the notice of summary suspension shall become final.
- F. The Director must respond to the permittee's request for a hearing by holding a hearing to affirm, modify or overrule the summary suspension within five (5) business days of the permittee's request for a hearing, unless the permittee requests an extension of the time within which the Director can hold the hearing.
- G. The Director shall serve a written notice of hearing on the permittee not later than two (2) business days after receiving the permittee's written request for a hearing. The notice of hearing shall contain the date, time and place at which the hearing shall be conducted.
- H. At the hearing before the Director, the permittee shall be given the opportunity to present evidence that either rebuts the ground(s) for which the summary suspension was issued or demonstrates that the reason or reasons leading to the summary suspension have been mitigated or corrected.
- I. The hearing will be conducted informally and technical rules of evidence shall not apply. Any and all evidence that the Director deems reliable, relevant and not unduly repetitious may be considered.
- J. Following the conclusion of the hearing, the Director shall issue a decision which affirms, modifies or overrules the summary suspension, as specified in Subsection K. If the Director affirms or modifies the summary suspension, the Director may impose additional conditions upon the permit if those conditions



were reviewed at the hearing and the conditions are intended to protect the health, safety or welfare of the public or prevent the conduct or condition that led to the summary suspension.

- K. The Director shall issue an oral decision upon the close of the hearing or may communicate the decision by telephone, within twenty-four (24) hours of the close of the hearing. The Director shall also serve the permittee with a written decision within three (3) business days of the close of the hearing. The decision of the Director shall be final for purposes of this Code and Section 1.16.010.

SECTION 21. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.717 Cumulative Remedies**

The City may take enforcement action for any violation of this Code, including through escalation of enforcement as set forth in the Enforcement Response Plan. Nothing in this Code or the Enforcement Response Plan requires escalation of enforcement, and, instead, the City may take any action it deems necessary under the circumstances. The remedies identified in the Enforcement Response Plan and this Code are cumulative, not exclusive, and are in addition to those the City may have at law, including administrative, civil, and criminal remedies.

SECTION 22. Section 15.14.720 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.720 Violations and Civil Penalties**

- A. No person shall discharge in violation of, or fail to comply with, the requirements of a discharge permit, or any other provision of this Chapter, or other regulations, or discharge limitations established by the City, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law shall be a separate violation under this Code.
  
- B. Any person who intentionally or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

SECTION 23. Section 15.14.725 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.725 Mandatory Wastewater Discharge Permits**

No critical user, zero discharge categorical user, or significant industrial user shall connect, discharge, cause, allow, or permit any discharge, into the sanitary sewer system except in accordance with a discharge permit issued by the Director.

SECTION 24. Section 15.14.745 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.745 Signature Requirements**

- A. Permit applications, discharge reports and any other reports required by the Director to be signed, shall be signed by an Authorized or Duly Authorized Representative of the business filing the application.
  
- B. Reports subject to the requirements of Title 40 of the Code of Federal Regulations shall include the following certification statement as contained in Title 40 of the Code of Federal Regulations:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SECTION 25. Section 15.14.750 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.750 Additional Information**

- A. If the Director is not satisfied that the permit application has sufficient information to determine whether the permit should be issued, the Director may refuse to issue the permit or request that the applicant submit further information.
- B. The applicant shall have fourteen (14) calendar days or such longer period of time as allowed by the Director, after reviewing a request for information to complete the application.
- C. If the returned application is not resubmitted within the specified time period, then a new application for a discharge permit must be submitted along with the application fees and any delinquent fees for a new permit.

SECTION 26. Section 15.14.755 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.755 Transfer of Permit**

- A. Discharge permits are issued to a specific user for a specific operation. A discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior approval of the Director.

- B. Wastewater discharge permit may be transferred to a new owner or operator only if the permittee provides advance written notice to the Director and the Director approves the transfer of a wastewater discharge permit.
1. The notice to the Director must include a certification by the new owner or operator which:
    - a. States the new owner and/or operator has no immediate intent to change the facility's operations and processes;
    - b. Identifies the specific date on which the transfer is to occur; and
    - c. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.
  2. Failure to provide advanced notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.
- C. Upon an approved transfer, the existing owner or operator shall provide a copy of the wastewater discharge permit to the new owner or operator. The new owner or operator shall submit a wastewater discharge permit application and appropriate permit application fee to the City of San José Environmental Services Department within thirty (30) days of the date of the approved transfer.
- D. Nothing in this Section shall be construed to prevent the application of terms and conditions of this Chapter, including enforcement penalties, from applying to a succeeding owner or operator, successor in interest, or other assigns of an existing contract or permit holder.

SECTION 27. Section 15.14.765 of Chapter 15.14 of Title 15 of the San José Municipal Code is amended to read as follows:

**15.14.765 Permit Conditions**

- A. Discharge permits shall be expressly subject to all provisions of this Chapter and all other regulations, user charges, discharge limitations, and fees established by the City and all applicable local, state and federal laws and regulations.
  
- B. The permit may include such terms and conditions as the Director may deem necessary to implement this Chapter, or any other applicable local, state or federal laws and regulations, including but not limited to:
  - 1. Limits on the average and maximum wastewater volume, constituents and characteristics;
  
  - 2. Requirements for installation and maintenance of flow monitoring, inspection and sampling facilities;
  
  - 3. Specifications and pretreatment requirements for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
  
  - 4. Compliance schedules, including those necessary to meet categorical or other pretreatment standards;
  
  - 5. Requirements for submission of technical reports or discharge reports;

6. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City and affording the City access thereto;
  7. Requirements for notification to the City of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater stream;
  8. Requirements and plans for protection against accidental discharges, including but not limited to, berming of chemicals and waste materials. The review and approval of such plans and operating procedures shall not relieve the user from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Code or other state or federal regulations;
  9. Requirements for notification of accidental discharges; and
  10. Requirements for submission of a slug control plan or specific elements thereof.
- C. No person shall fail to comply with the terms and conditions of a discharge permit, or fail to comply with any other mandatory provision of this Chapter, or other regulations, or discharge limitations established by the City, or local, state and federal laws and regulations. Each violation of the permit condition or other rule, regulation, or law shall be a separate violation under this Code.

SECTION 28. A new Section is added to Chapter 15.14 of Title 15 of the San José Municipal Code, to be numbered, entitled, and to read as follows:

**15.14.770 Best Management Practices**

- A. The Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits, federal regulations, and the requirements under this Chapter.
- B. All industrial users shall follow BMPs established by ordinance, individual wastewater discharge permit, or implement BMPs in their operations to minimize the discharge of pollutants to the sanitary sewer system and ensure appropriate monitoring, treatment, and other measures are being taken to prevent violations.
- C. When an industrial user develops BMPs in response to an enforcement action, the user shall continue to implement those BMPs and any associated record keeping unless approved to discontinue.
- D. Industrial users subject to BMPs as a means of complying with the standards of this Title shall maintain documentation to demonstrate compliance with the applicable BMP standards.
- E. Periodic reports on continued compliance for BMP regulated dischargers shall require the discharger to certify that the BMPs have been implemented during the reporting period.



PASSED FOR PUBLICATION of title this 15<sup>th</sup> day of June, 2021, by the following vote:

AYES: ARENAS, CARRASCO, COHEN, DAVIS, FOLEY, JONES,  
JIMENEZ, MAHAN, PERALEZ, LICCARDO.

NOES: NONE.

ABSENT: ESPARZA.

DISQUALIFIED: NONE



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SAM LICCARDO  
Mayor

ATTEST:



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TONI J. TABER, CMC  
City Clerk






# 2021 SUO Update Letter to CU - Final

Final Audit Report

2021-07-26

Created:	2021-07-20
By:	Casey Fitzgerald (Casey.Fitzgerald@sanjoseca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABa2O4FK0lpzjZSstlBQ2NDfoe4-VC8Xn

## "2021 SUO Update Letter to CU - Final" History

-  Document created by Casey Fitzgerald (Casey.Fitzgerald@sanjoseca.gov)  
2021-07-20 - 10:11:10 PM GMT- IP address: 165.225.242.90
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-  Email viewed by Rajani Nair (rajani.nair@sanjoseca.gov)  
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-  Document e-signed by Rajani Nair (rajani.nair@sanjoseca.gov)  
Signature Date: 2021-07-26 - 11:46:17 PM GMT - Time Source: server- IP address: 165.225.34.76
-  Agreement completed.  
2021-07-26 - 11:46:17 PM GMT

**I\_N\_S\_T\_A\_L\_L\_E\_R\_'\_S**  
**A\_G\_R\_E\_E\_M\_E\_N\_T**

**VALLCO UTILITY MAKE READY UTILITIES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the CUPERTINO SANITARY DISTRICT of Santa Clara County, California, a public corporation duly organized and existing under Part I Division 6 of the Health and Safety Code of the State of California, hereinafter called "District," and Sand Hill Property Company, a California Limited Liability Company, hereinafter called "Installer";

**W\_I\_T\_N\_E\_S\_S\_E\_T\_H**

**WHEREAS**, the Installer is owner of that certain real property located along Wolfe Road south of I-280 commonly known as Vallco, hereinafter called "Property;"

**WHEREAS**, the District is owner and operator of a sanitary sewer system and facilities along Wolfe Road, Perimeter Road, and additional sanitary sewer easements through the Property, which provides sewer service to the Property and a large portion of the entire service area served by the District;

**WHEREAS**, the Installer desires to relocate said District owned sanitary sewer system to allow for their future construction of a commercial and residential mixed-use development, hereinafter called "Development;"

**WHEREAS**, this Agreement will not cover any of the sewer conveyance or sewer capacity improvements for the Development. Future upsizing of District-owned sanitary sewer mains will be determined at a future date and will be part of a future agreement between the parties. This Agreement only covers the sewer relocation discussed below;

**WHEREAS**, on-site and off-site sewer conveyance improvements, sewer development fees, treatment plant capacity fees, permit review and fees for specific residential and suite tenant improvements, and peak flow mitigation as part of the Inflow & Infiltration Study will be part of a separate future agreement or agreements;

**WHEREAS**, the Installer has submitted a 2<sup>nd</sup> Revision to their originally submitted project as follows:

- 1) Vallco Town Center, "Make Ready Utility Package" CuSD Permit No. 18-227 and City of Cupertino Building Permit Number B-2018-1854.
  - a. Revised Plans are Revision 2 (R2) and dated 06/15/2021.

These projects will impact the Cupertino Sanitary District facilities as follows:

<b>Demolition</b>					
<b>Pipe Segments</b>					
<b>USMH</b>	<b>DSMH</b>	<b>Length (feet)</b>	<b>Diameter (in)</b>	<b>Material</b>	<b>Comment</b>
L3-6F	T-476	0	8	VCP	Manhole T-476 will be removed. Pipe segment will remain in

Pipe Segments					
USMH	DSMH	Length (feet)	Diameter (in)	Material	Comment
					place and will be capped.
T-476	T-475	271	8	VCP	Complete abandonment
T-475	Unnamed MH	162	12	PVC SDR26	Complete abandonment
Unnamed MH	Unnamed MH #2	35	12	PVC SDR26	Complete abandonment
Unnamed MH #2	T-474	277	12	PVC SDR26	Complete abandonment
T-490	T-472	122	8	VCP	Complete Abandonment
T-472	T-473	263	15	VCP	Partial Abandonment. Segment is 284' long and 21' will remain in place.
T-473	T-474	150	15	VCP	A portion of this will be replaced with proposed 15" pipe.

### Manholes

- Manholes to be Abandoned
  - T-473
  - T-475
  - T-476
  - T-490
  - "Un-named MH" on Perimeter Road
  - "Un-named MH #2" on Perimeter Road

**NOW, THEREFORE, IT IS AGREED**, as follows:

1. **SEWER CONSTRUCTION:** Installer shall install, or cause to be installed, the sanitary improvements described below in strict accordance with the plans, profiles, and specifications approved by District. Installer further hereby agrees to pay any and all costs in connection with the construction of said sanitary sewer facilities, including, but not limited to, materials, work, inspection, supervision, legal, engineering, recording, and all incidental expenses before final acceptance thereof by District.

Installer shall construct on-site sewer system, which once accepted, will be owned and maintained by the District. These facilities include:

### New Construction

Pipe Segments						
USMH (CuSD Name)	USMH (Vallco Name)	DSMH (CuSD Name)	DSMH (Vallco Name)	Length (feet)	Diameter (in)	Material
-	SSMH #1	-	SSMH #2	199	15	PVC SDR26
-	SSMH #2	-	SSMH #3	64	15	PVC SDR26
-	SSMH #3	-	SSMH #4	134	15	PVC SDR26
-	SSMH #4	T-474	SSMH EX.	99	15	PVC SDR26

### Manholes

- New Manhole Construction:
  - SSMH #1
  - SSMH #2
  - SSMH #3
  - SSMH #4

### Segments to be Plugged/Capped

- Segment #300001698
    - Segment will be capped with inflatable plug at manhole 2086-1 on Norwich Avenue
- a) 60 days prior to construction, Installer shall submit the following documents:
    1. Plans for final signoff and approval by the District
    2. Sewer bypass plan for the construction of new sanitary sewer facilities
    3. Material submittals for pipe, manholes, pipe bedding, trench backfill, and other materials. Materials must be in accordance with District Standard Specifications and Details.
    4. Legal description and plats for the new sanitary sewer easements
    5. Quitclaim documentation for existing sanitary sewer easements
    6. Post the Performance and Material bonds in the amount of \$350,000.
    7. Pay fees as described in Section 4 and deposit fees as described in Section 5.
  - b) 15 days prior to construction, Installer shall submit the following documents.
    1. Survey cut sheets showing proposed cuts/fills for the new sewer construction.
  - c) Installer shall hydro-flush and clean the sewer mains and laterals per District's specification standard in presence of District Inspector.
  - d) Installer shall perform closed circuit television video (CCTV) inspection per District specification and NASSCO standard of all newly installed sanitary sewer mainlines, laterals and manholes.
  - e) Installer shall provide CCTV results per District specification and NASSCO standard, for all mainlines, laterals and manholes, to District for review.

- f) Installer shall perform hydrostatic testing and mandrill testing per District's specification standard in the presence of a District Inspector. Final results shall be provided to District Manager for review and final approval.
- g) Once District has approved CCTV and the installation, District will accept the onsite sanitary sewers and begin one-year warranty period.
- h) As each building or tenant occupancy is issued a building permit from the City of Cupertino, District will review building permit application and provide the City with District's comments/recommendation and/or approval. District will continue to track the number of lateral connections and change in use fee. If the change in use fee exceeds previously approved usage, an additional fee will be made payable to the District.
- i) When the building or tenant occupancy is 50% completed, Installer shall hydro-flush and clean the entire main and lateral constructed as part of this project in presence of District Inspector.
- j) When the building or tenant occupancy is 100% completed, Installer shall hydro-flush and clean the entire main and lateral constructed as part of this project in presence of District Inspector and provide CCTV of all mains and laterals constructed.
- k) Installer shall provide CCTV for District review and approval.

**3. INSPECTION:** Installer hereby agrees to provide and assure said District and its employees and any person or persons designated by it the right to inspect said sanitary sewer facilities, as outlined in section above, and the plans, materials and work thereof at any reasonable time or times and upon reasonable notice before, during or after such are installed.

**4. DEPOSITS BY INSTALLER:** From time to time the Installer will be asked to pay the District a deposit to pay for District services to support the project. When the deposit amount is expended by 70%, District will determine the new deposit amount based on project status and estimated level of work required to complete each new phase of construction. Installer shall agree to deposit additional fees as reasonably requested by the District. Any balance of said sum remaining on the District administration fees deposit after payment of all such charges and costs shall be refunded to Installer. No interest shall be paid by District on the money so refunded. If the deposit for District administrative fees is insufficient to pay all such charges and costs, Installer hereby agrees to pay all such charges and costs in excess of the sum so deposited prior to the acceptance of the said sanitary sewer improvements.

- Installer has deposited to District a sum of \$20,000 in the previously entered Installer's Agreement executed on October 28, 2015, for conceptual and preliminary phase for the Vallco Redevelopment.
- Installer has deposited an additional \$70,000 for conceptual and preliminary phase for the Vallco Redevelopment on January 25, 2021.
- Installer has deposited an additional \$75,000 for conceptual and preliminary phase for the Vallco Redevelopment on April 2, 2021.
- The total amount deposited to date is \$165,000.

As of June 25, 2021, District staff have expended \$121,477 to support the project. These expended funds represent 74% (\$121,477/\$165,000) of the total deposited funds. In accordance with the 2015 agreement, the District is requesting additional funding of \$75,000 to be deposited with this agreement as the expended funds have exceeded the 70% threshold amount. This work will be performed in accordance with District labor rates which are shown on Attachment 1. These rates

are escalated each year to account for cost of living and inflation costs in the San Francisco Bay Area market.

**5. PAYMENT OF FEES TO BE PAID BY INSTALLER:**

Installer further hereby agrees to pay:

- a) Deposits described in Section 4 of this agreement.
- b) Sewer Development & Treatment Plant Capacity fees will be required as part of a future Installer's Agreement.

**6. SECURITY FOR PERFORMANCE OF WORK:**

(a) Performance and Payment Bonds. As security for performance of all work necessary for construction of the sanitary sewer facilities and for payment of all labor and material costs pertaining thereto, Installer or its contractor shall furnish to District two separate performance and payment bonds, on forms provided by District for each phase of project in which District will ultimately take ownership of the constructed sewer facilities. The amount of bonds will be determined from time to time as required.

The performance and payment bonds shall be issued by a surety company admitted to transact business in the State of California, as approved by the District Manager-Engineer, and shall remain in full force and effect at all times during the performance of the work.

The performance and payment bonds shall be issued by a surety company permitted to transact business in the State of California, as approved by the District Manager-Engineer, and shall remain in full force for a period of 5 years from execution of this Agreement.

The estimated construction cost for the planned pipeline and manhole improvements described in Section 1 of this agreement is \$350,000. Therefore, the Installer is required to submit to the District performance and payment bonds in the amount of \$350,000.

(b) Certificate of Deposit As Security. As an alternative to the delivery of performance any payment bonds pursuant to Paragraph (a) above, Installer may elect to deliver to District a Certificate of Deposit payable to District and issued by a bank acceptable to District, in an amount equal to the estimated cost to construct all improvements contemplated by this Agreement, as determined by the District Manager-Engineer. In the event of any default hereunder, District shall be entitled to withdraw any portion or all of the amount deposited irrespective of any interest or penalty that may be charged by the bank for early withdrawal, and District may utilize the funds to complete any unfinished work, or to correct any defective work, or to compensate District for any damage suffered or costs incurred as a result of Installer's default.

(c) Reduction of Security Upon Completion. Upon completion of all construction work and final acceptance of the Sanitary Sewer Facilities by District, Installer may reduce the performance bond or the certificate of deposit, as the case may be, to an amount equal to ten percent (10%) of the original security amount, to secure Installer's obligation hereunder to correct work which is found to be defective or not constructed in accordance with the Approved Plans and Specifications, for a period of one (1) year from the date of final acceptance of the work by District. At the termination of the one (1) year warranty period on any completed improvements, District shall authorize the surety to cancel the bonds, or District shall refund to Installer any balance of the Certificate of Deposit, except for any amount determined by the District Manager-Engineer to be needed for the repair or replacement of any defects subject to warranty under this Agreement, as identified in writing

by the District Manager-Engineer, Installer shall be entitled to any unused interest that may have accrued on the certificate of deposit returned by District to Installer.

**7. COMPLIANCE WITH ORDINANCES, RULES AND REGULATIONS:** Installer shall comply with all District ordinances, rules and regulations, as now or hereafter amended. Installer must also comply with all State, County, City, and other agency regulations, rules and ordinances affecting, in any manner, the construction of sanitary sewer facilities, and shall obtain any and all necessary permits and shall pay all fees and charges relating thereto or required therefore.

**8. TRANSFER OF TITLE:** Upon completion of the construction of said sanitary sewer facilities by Installer and final acceptance thereof by District, title to said sanitary sewer improvements shall be transferred and conveyed to District. Installer waives any and all rights or claim Installer may have to or for any other consideration from District for said transfer of title, except as is otherwise provided by this Agreement.

**9. INDEMNIFICATION:** Installer shall defend, indemnify and hold District, the District Manager-Engineer, Mark Thomas & Co. Inc., the County of Santa Clara and the City of Cupertino, their officers, agents and employees, hereinafter "Indemnified Parties," free and harmless from any liability or claim of liability for costs and expenses incurred, directly, or indirectly, by Installer in the construction of the sanitary sewer facilities, which are the subject of this Agreement, except for any liabilities or claims of liability caused by the willful misconduct or gross negligence of the Indemnified Parties. Installer further agrees to require Installer's contractor to maintain full insurance coverage of not less than standard limits, and to defend, indemnify and hold the Indemnified Parties, free and harmless from any damage or claim of damage for injury to person or property arising from the activities of Installer and its contractor in the performance of this Agreement, except for any liabilities or claims of liability caused by the willful misconduct or gross negligence of the Indemnified Parties.

**10. COSTS OF SUIT;** In the event legal action is necessary in order to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including reasonable attorney's fees.

**11. SCOPE OF AGREEMENT:** This writing constitutes the entire Agreement between the parties, and no modification or waiver of all or any part thereof shall be valid unless in writing and signed by both parties hereto. Waiver by either party of any breach of this Agreement shall not be deemed waiver of any subsequent breach of the same or of any other provision of this Agreement. If any part of this Agreement is held to be indefinite or uncertain or unenforceable, such determination shall not invalidate any other part of this Agreement. This Agreement shall bind and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement the day and year first above written.

"DISTRICT"  
CUPERTINO SANITARY DISTRICT  
Santa Clara County, California

By: \_\_\_\_\_  
President of the Sanitary Board of said District

ATTEST: \_\_\_\_\_  
Secretary of said District



“INSTALLER”  
SAND HILL PROPERTY COMPANY, LLC  
A California Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





# Memo

Item 10B

**To: Board of Directors**  
**From: Benjamin T. Porter, District Manager-Engineer**  
**Date: August 18, 2021**  
**Re: Akel Engineering Amendment No. 1 for Hydraulic Modeling**

The Cupertino Sanitary District utilizes the XPSWMM Hydraulic Modeling software to simulate existing and future flows throughout its sanitary sewer system. The software allows the District to model different buildout scenarios and shows how those scenarios react to rainfall events of varying intensities. The model was constructed using the District's GIS for the network (pipes and manholes) and the measured flows from the 2016 Inflow & Infiltration (I/I) Study performed by V&A.

Akel Engineering completed a review of the District's hydraulic model and found that, in general, the model is based upon typical modeling practices and is an acceptable basis for capacity evaluation. Several model enhancements were recommended by Akel Engineering that will increase the defensibility of the model. Akel Engineering recommended other minor enhancements which are intended to greater align the model with typical modeling practices as part of a future model update. The enhancements intended to improve the defensibility of the model are described as follows:

- **Redistribute Average Dry Weather Flows:** It is recommended that the estimated average dry weather flows for each subbasin be distributed to each manhole within the respective subbasin area.
- **Update Wet Weather Calibration:** It is recommended that the Wet Weather Calibration be updated to reflect a storm-duration calibration, which includes calibrating both the peak modeled flow as well as the system response following the peak flow occurrence.

The attached table provides the task list and fee estimate for the Cupertino Sanitary District XPSWMM Model Enhancements by Akel Engineering in coordination with District staff. This amendment has a fee of **\$22,640** which includes a contingency fee of \$2,540 for currently unplanned tasks. The scope includes the following tasks:

- **Task 6 – Project Management and Meetings:** This task consists of a kickoff meeting and ongoing project management and meetings for the duration of the project.
- **Task 7 – Support Dry Weather Flow Update:** This task consists of reviewing the updated dry weather flow distribution and providing as-needed support during the model calibration process.
- **Task 8 – Support Wet Weather Flow Update:** This task includes providing as-needed support during the wet weather model calibration process.
- **Task 9 – Support I/I Reduction Model Scenarios:** This task consists of preparing three I/I Reduction modeling scenarios and a workshop with CuSD staff.
- **Task 10 – Contingency:** This task consists of a contingency accounting for unforeseen circumstances or additional analysis and review requested by CuSD staff but not currently included in this scope of work.

***Recommendation:***

Staff recommends the Board authorize the District Manger to execute the amendment with Akel Engineering with a not-to-exceed amount of \$22,640.

***Attachment:***

1. Akel Engineering Amendment Task List and Fee estimate.

Cupertino Sanitary District  
**XPSWMM Hydraulic Model Review - Amendment No. 1**  
**Level of Effort**

**PRELIMINARY**

Task No.	Task Description	Scope of Work	Hours									Costs				
			Senior Principal Engineer	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Engineering Assistant	Senior GIS Technician	GIS Technician	Secretarial	Total	Labor Costs	Subconsultants / Other Expenses	Subtasks Total	Tasks Total
			\$255	\$230	\$190	\$170	\$145	\$115	\$150	\$125	\$100					
<b>Task 6</b>	<b>Project Management and Meetings</b>		<b>10</b>		<b>12</b>	<b>10</b>						<b>32</b>	\$6,530		\$6,530	<b>\$6,530</b>
6.1	<b>Kickoff Meeting</b>	This task consists of a kickoff meeting to discuss the project scope, schedule, and workplan.	2		4	2						8	\$1,610		\$1,610	
6.2	<b>Project Management and Meetings</b>	This task consists of ongoing project management and meetings for the duration of the project.	8		8	8						24	\$4,920		\$4,920	
<b>Task 7</b>	<b>Support Dry Weather Model Update</b>		<b>4</b>		<b>10</b>	<b>6</b>						<b>20</b>	\$3,940		\$3,940	<b>\$3,940</b>
7.1	<b>Distribute Average Dry Weather Flows</b>	This task consists of reviewing the updated average dry weather flow distribution	2		2	2						6	\$1,230		\$1,230	
7.2	<b>Update Dry Weather Calibration Model</b>	This task consists of providing as-needed support during the dry weather model calibration process and reviewing the model scenario once calibration is complete.	2		8	4						14	\$2,710		\$2,710	
<b>Task 8</b>	<b>Support Wet Weather Model Update</b>		<b>4</b>		<b>16</b>	<b>8</b>						<b>28</b>	\$5,420		\$5,420	<b>\$5,420</b>
8.1	<b>Update Wet Weather Calibration Model</b>	This task consists of providing as-needed support during the wet weather model calibration process and reviewing the model scenario once calibration is complete.	4		16	8						28	\$5,420		\$5,420	
<b>Task 9</b>	<b>Support I/I Reduction Model Scenarios</b>		<b>4</b>		<b>3</b>	<b>12</b>	<b>4</b>					<b>23</b>	\$4,210		\$4,210	<b>\$4,210</b>
9.1	<b>Prepare I/I Reduction Model Scenarios and Update Model</b>	This task consists of preparing up to three I/I reduction model scenarios. This task includes a workshop with CuSD staff to discuss and confirm the specific basins and areas included in each model scenario.	2		1	4						7	\$1,380		\$1,380	
9.2	<b>Perform I/I Reduction Analysis</b>	This task consists of providing as-needed support during the I/I reduction modeling analysis.	2		2	8	4					16	\$2,830		\$2,830	
<b>Task 10</b>	<b>Contingency</b>		<b>4</b>		<b>8</b>							<b>12</b>	\$2,540		\$2,540	<b>\$2,540</b>
10.1	<b>Contingency</b>	This task reflects additional project contingency to account for unexpected or unforeseen circumstances that may occur throughout the project duration.	4		8							12	\$2,540		\$2,540	
<b>Total</b>																
	<b>Total</b>		<b>26</b>		<b>49</b>	<b>36</b>	<b>4</b>					<b>115</b>	<b>\$22,640</b>		<b>\$22,640</b>	<b>\$22,640</b>

**SSOs**

Start Date	Location	Cause of SSO	Cat	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
None							

**PLSDs (Private Lateral Sewage Discharge)**

Start Date	Location	Cause of PLSD	Main/Lat	Spill Volume (Gal)	Spill Recovered (Gal)	Volume of Wash Water Used (Gal)
None						

**Emergency Calls - Causes**

Call Rec'd Business Hours	# of Calls	Call Rec'd After Hours	# of Calls	Call Rec'd Weekend	# of Calls
Root Intrusion	1	Root Intrusion	0	Root Intrusion	1
Onsite	3	Onsite	1	Onsite	1
Grease	0	Offset	0	Offset	0
Debris	0	Debris	0	Grease	0
Others	1	Others	2	Others	1
Offset	1	Pump Station	2	Pump Station	1
Total:	6	Total:	5	Total:	4

**Repairs**

Address	Main/Lat	Description of Work
Pierce PS	PS	Repaired pump station's sensor
Tantau PS	PS	Rebuilt pump

**Mainline Maintenance**

Size of Pipe	4"	6"	8"	10"	12"	14"	15"	16"	18"	> 20"	Total	FY2021-22 YTD	FY2021-22 Annual Schedule	% Complete (YTD/Annual Schedule)
Mainline Cleaning (ft)	0	58,927	89,474	6,988	157	1,281	920	0	0	0	157,747	157,747	987,432	16%
Easement Cleaning (ft)	0	5,012	6,738	451	0	413	0	0	0	0	12,614	12,614	159,062	8%
CCTV (ft)	0	0	5,476	0	0	0	0	0	0	0	5,476	5,476	207,880	3%

**Lateral Maintenance**

Activity	# of Laterals	FY2021-22 YTD	FY2021-22 Annual schedule	% Complete (YTD/Annual schedule)
Cleaning	399	399	4,247	9%
CCTV	13	13		
Inspection	23	23		

**FOG Inspection - Limited due to Restaurant closures (COVID -19)**

	# of Inspections	YTD FY2021-22	FY2021-22 Annual Schedule	% Complete (YTD/Annual schedule)
Performed	20	20		
Completed	12	12	283	4%
Follow up Needed	7			

**CUPERTINO SANITARY DISTRICT  
MEETING/EVENT SCHEDULE**

**Item 11A**

**AUGUST 2021**

08/04: 1<sup>st</sup> Regular Meeting  
 08/09: TAC - Canceled  
 08/11-13: CASA Annual Conference  
 08/12: TPAC - Canceled  
 08/18: 2<sup>nd</sup> Regular Meeting

AUGUST 2021						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 1 <sup>st</sup> Regular Meeting	5	6	7
8	9 TAC	10	11	12	13	14
			CASA Conference		TPAC	
15	16	17	18 2 <sup>nd</sup> Regular Meeting	19	20	21
22	23	24	25	26	27	28
29	30	31				

**SEPTEMBER 2021**

09/06: TAC  
 09/08: 1<sup>st</sup> Regular Meeting  
 09/09: TPAC  
 09/11: Silicon Valley Fall Festival  
 09/13: SCCSDA Meeting  
 09/22: 2<sup>nd</sup> Regular Meeting

SEPTEMBER 2021						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 TAC	7	8 1 <sup>st</sup> Regular Meeting	9	10	11 SV Fall Festival
12	13 SCCSDA	14	15	16	17	18
19	20	21	22 2 <sup>nd</sup> Regular Meeting	23	24	25
26	27	28	29	30		

**OCTOBER 2021**

10/06: 1<sup>st</sup> Regular Meeting  
 10/12: TAC  
 10/14: TPAC  
 10/20: 2<sup>nd</sup> Regular Meeting

OCTOBER 2021						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 1 <sup>st</sup> Regular Meeting	7	8	9
10	11	12 TAC	13	14	15	16
17	18	19	20 2 <sup>nd</sup> Regular Meeting	21	22	23
24	25	26	27	28	29	30
31						