

RESOLUTION NO. 1990

RESOLUTION OF THE DISTRICT BOARD OF THE CASTRO VALLEY
SANITARY DISTRICT, ALAMEDA COUNTY, STATE OF CALIFORNIA
AUTHORIZING EXECUTION OF AMENDMENT
TO AGREEMENT BETWEEN CASTRO VALLEY SANITARY DISTRICT
AND EAST BAY REGIONAL PARK DISTRICT

WHEREAS, on or about May 31, 1971, the Castro Valley Sanitary District entered into an agreement with the East Bay Regional Park District for the provision of sanitary sewer services to the Chabot Marina and the Chabot Camping Area; and

WHEREAS, it is deemed necessary to modify the agreement of May 31, 1971, as said modifications are contained in the document attached hereto entitled "Amendment to Agreement Between the Castro Valley Sanitary District and the East Bay Regional Park District for the Provision of Sanitary Sewer Services to Properties Outside of the Castro Valley Sanitary District Boundaries", marked "Exhibit A" and hereby referred to and incorporated herein as if set forth at length.

NOW, THEREFORE, BE IT RESOLVED that the President and Secretary of the Castro Valley Sanitary District are hereby authorized to execute the Amendment to Agreement attached hereto marked "Exhibit A".

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I hereby certify that the foregoing Resolution was adopted by the Sanitary Board of the Castro Valley Sanitary District at a regular meeting thereof held on the 7th day of June, 1977, by the following vote:

AYES: DIRECTORS Welsh, Stroot, Vargas, Martin, Aiton
NOES: None
ABSENT: None

Charles N. Welsh
Secretary of the Sanitary Board

APPROVE:
Donald H. Stroot
President

AMENDMENT TO AGREEMENT BETWEEN THE CASTRO VALLEY SANITARY DISTRICT AND THE EAST BAY REGIONAL PARK DISTRICT FOR THE PROVISION OF SANITARY SEWER SERVICES TO PROPERTIES OUTSIDE OF THE CASTRO VALLEY SANITARY DISTRICT BOUNDARIES

THIS AMENDMENT to that certain Agreement dated the 31st day of May, 1971, by and between the CASTRO VALLEY SANITARY DISTRICT (First Party) and the EAST BAY REGIONAL PARK DISTRICT (Second Party) for the provision of sanitary sewer services to the Chabot Marina and the Chabot Camping Area (the "Agreement"), is made the 18th day of May, 1977.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, Paragraphs FOURTH, FIFTH, and SIXTH of said Agreement are hereby modified to read as follows:

"FOURTH: DETERMINATION OF GALLONAGE.

(A) Chabot Marina. Second Party has installed pump timers at the existing pump station for the Chabot Marina facilities. Second Party and First Party hereby agree that the total billable gallonage of effluent pumped into the system of First Party from the Chabot Marina facilities of Second Party shall be equal to the product of the following factors:

(1) Total time of operation of each pump, which is operating for the Chabot Marina facilities at Second Party's existing pump station, as determined by the existing or comparable pump timers, and

(2) Pump rates in gallons per minute. Pump rates have been established for the Chabot Marina facilities at 146 gallons per minute, by test; this rate shall apply during the first year of this Amendment and thereafter until revised as hereinbelow set forth. Said rates shall be reviewed annually on the anniversary date of this Amendment by actual tests of the pumps and adjusted if necessary.

(B) Chabot Camping Area. Second party hereby agrees to install a flow meter on the existing Chabot Camping Area sanitary sewer system on or before July 1, 1977, to meter and determine the flow of effluent discharged into the trunk line of First Party. The flow meter shall be "Flo/Monitor" Model 8092, as manufactured by Universal Engineered Systems, Inc. of Pleasanton, California, or a similar flow meter approved by First Party. First Party shall, at all reasonable times, after request therefor to Second Party, be entitled to access to said flow meter to make appropriate readings. Second Party and First Party hereby agree that the total billable gallonage of effluent delivered into the system of First Party from the Chabot Camping Area facilities of Second Party shall be equal to the gallonage as shown on said flow meter.

"FIFTH: DETERMINATION OF RATE. Upon execution of this Amendment, and thereafter on or before September 30th of each year, the rate per one thousand (1,000) gallons of effluent to be charged to Second Party by First Party during the fiscal year in progress, pursuant to the provisions of Paragraph THIRD hereinabove set forth, shall be determined by dividing the total cost of operation and maintenance of the District, including, but not limited to, treatment, collection, administration, and bond interest and redemption, for the previous fiscal year (July 1 to June 30) by the total gallonage discharged by First Party during the same period. The rate per gallon determined by the above formula shall then be converted to a rate per one thousand (1,000) gallons. The rate per one thousand (1,000) gallons will then be applied to the total billable gallonage discharged into the system of First Party by Second Party during the fiscal year then in progress as determined under the formula set forth in Paragraph FOURTH above. For example, the rate set upon execution of this Amendment will be based on the cost of operation and maintenance of First Party for the period July 1, 1975 to June 30, 1976, and will apply to all effluent delivered by Second Party into the system of First Party during the period July 1, 1976, to June 30, 1977.

"SIXTH: BILLING AND PAYMENT: First Party and Second Party hereby agree to the following billing procedure:

(A) Upon execution of this Amendment and thereafter, on or before September 30th of each year, First Party will forward to Second Party a letter setting forth the current rate per one thousand (1,000) gallons of effluent as determined by the formula set forth in Paragraph FIFTH hereinabove.

(B) At the end of each calendar quarter, First Party will determine the billable gallonage for the quarter then ended by reading the flow meter at the Chabot Camping Area facilities and by calculation from reading the pump timers at the Chabot Marina facilities.

(C) On or before the 10th day following the close of each calendar quarter, First Party will forward to Second Party an invoice for sewage disposal service in an amount determined by multiplying the rate as determined in Paragraph FIFTH above by the total billable gallonage for that quarter determined pursuant to Paragraph FOURTH above.

(D) Payment by Second Party shall be due within 30 days after receipt of billing by First Party."

EXCEPT as specifically provided for herein, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this

Amendment on the day and year first above written.

CASTRO VALLEY SANITARY DISTRICT

By Donald H. Stood
President

By Charles H. Welch
Secretary

First Party

EAST BAY REGIONAL PARK DISTRICT

By J. J. Smith
President

By Harold R. Subtala
Secretary

Second Party