

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 AGREEMENT made and entered into this 31st  
day of May, 1971 by and between the CASTRO VALLEY SANITARY  
DISTRICT, hereinafter referred to as "FIRST PARTY" and the  
EAST BAY REGIONAL PARK DISTRICT, hereinafter referred to  
as "SECOND PARTY",

W I T N E S S E T H :

WHEREAS, SECOND PARTY leases land in the County of  
Alameda from the EAST BAY MUNICIPAL UTILITY DISTRICT  
for the purpose of operating recreational facilities known  
as CHABOT MARINA and CHABOT CAMPING AREA; and

WHEREAS, said recreation facilities require sanitary  
sewage disposal; and

WHEREAS, said facilities above referred to are not  
within the confines of the CASTRO VALLEY SANITARY DISTRICT  
but are contiguous and adjacent to the boundaries of FIRST  
PARTY; and

WHEREAS, the parties hereto desire to enter into  
a formal agreement under the provisions of which the  
sanitary sewage discharge from the CHABOT MARINA and CHABOT  
CAMPING AREA operated by SECOND PARTY on the properties of  
the EAST BAY MUNICIPAL UTILITY DISTRICT shall be discharged  
into the sewage system of FIRST PARTY at a rate per gallon  
as hereinafter determined,

NOW, THEREFORE, for and in consideration of the  
mutual covenants hereinafter set forth and other good,  
adequate, independent and sufficient consideration it is  
hereby agreed as follows:

FIRST: COMPLIANCE WITH CASTRO VALLEY SANITARY  
DISTRICT CODE. Second Party hereby acknowledges that it  
has received a copy of and is familiar with all of the pro-  
visions of the Castro Valley Sanitary District Code as  
presently amended. Second Party further hereby acknow-  
ledges that it is familiar with the terms and provisions  
of all agreements between the Castro Valley Sanitary  
District, the City of Hayward and the Oro Loma Sanitary  
District concerning the transportation and treatment of  
effluent originating in the Castro Valley Sanitary Dis-  
trict through portions of the City of Hayward and to the  
sanitary treatment plant owned by the Oro Loma Sanitary  
District and the Castro Valley Sanitary District at the  
foot of Grand Avenue. Second Party at all times during  
the term of this Agreement agrees to comply with and  
abide by all of the provisions of said code of the  
Castro Valley Sanitary District as presently amended  
or as lawfully amended in the future by the Board of  
the Castro Valley Sanitary District. Second Party

further agrees that all effluent placed in the sanitary sewer system of First Party by Second Party shall comply with the standards set in the present and/or any future agreements between the Oro Loma Sanitary District and the Castro Valley Sanitary District and shall not cause First Party to be in violation of any agreement between First Party and the City of Hayward or any standards set by the Water Quality Control Board or any similar agency as to the quantity and/or quality of effluent processed through the treatment plant of the Castro Valley Sanitary District and the Oro Loma Sanitary District or the quantity and/or quality of effluent discharged from said treatment plant.

SECOND: COST OF CONSTRUCTION. Second Party hereby agrees to construct and maintain at its sole cost and expense the necessary underground pipe lines, pumping stations and necessary treatment facilities to discharge its effluent into the trunkline of First Party at Carmel Drive as to effluent generated from the Chabot Marina and into the gravity line above the pumping station at the northwesterly end of Grovenor Drive as to effluent generated from the Chabot Camping Area. First Party hereby agrees to accept into its trunkline all sanitary sewage produced by Second Party as a result of the operation and maintenance of its facilities as herein referred to which effluent, however, complies with the standards present and future set in the agreements between the Oro Loma Sanitary District and the Castro Valley Sanitary District for the primary and secondary treatment of effluent and which does not cause a violation by First Party of any and/or all agreements present or future between First Party and the City of Hayward and which complies with any future requirements of the State of California Water Resources Control Board or similar agency with jurisdiction over water quality and discharge. Second Party shall prior to the commencement of the above-described construction pay to First Party a \$500.00 permit and inspection fee.

THIRD: SERVICE CHARGE. Second Party agrees to pay to First Party for the right to discharge effluent into the system of First Party as above provided a rate per one thousand gallons which rate and gallonage would be determined by the formula hereinafter set forth in paragraphs FOURTH and FIFTH.

FOURTH: DETERMINATION OF GALLONAGE. First Party based upon its prior experience with matters of this nature, shall establish by estimate the annual discharge in gallons of effluent from the properties above mentioned of Second Party. On or before June 1st of each year, commencing June 1, 1971, First Party shall furnish to Second Party its estimate of the annual discharge in gallons of effluent of Second Party for the period commencing July 1st of the next calendar month and ending June 30th of the next calendar year. If Second Party desires to question the accuracy of said estimate,

Second Party may install and maintain at its own cost and expense such metering devices as are approved as to type and location by First Party on or before July 1st to determine the actual annual discharge of effluent for said period.

**FIFTH: RATE.** The rate per one thousand gallons of effluent discharged by Second Party into the system of First Party and/or the rate per one hundred cubic feet of effluent discharged by Second Party into the system of First Party (as the case may be) shall be fixed annually by First Party on or before June 1st of each calendar year during the term of this Agreement. In arriving at said rate First Party shall total its annual maintenance and operations expense as well as First Party's annual bond interest and redemption on existing and/or future bonds and divide said total by the total annual flow of effluent from the Castro Valley Sanitary District through the treatment plant jointly owned by the Castro Valley Sanitary District and the Oro Loma Sanitary District. The product of said division as illustrated on Appendix A shall be the rate per thousand gallons or the rate per cubic foot, as the case may be, for the billing period then in question.

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

(a) On or before June 1 of each calendar year First Party will forward to Second Party a letter setting forth the rate per one thousand gallons of effluent and/or the rate per one hundred cubic feet of effluent for the future year commencing July 1st of the next calendar month and ending June 30th of the next calendar year as said rate is determined pursuant to paragraph FIFTH hereinabove set forth.

(b) The billing period for sewage disposal service shall be semi-annually in advance commencing on July 1st and in an amount determined by multiplying the rate as determined in paragraph FIFTH above by the gallonage determined in paragraph FOURTH above and dividing the same into two equal increments one of which will be due July 1st of each calendar year and the other of which will be due January 1st of each calendar year.

**SEVENTH: CONTINUITY OF SERVICE.** First Party shall use reasonable diligence to provide regular and uninterrupted service to Second Party but shall not be liable for damages, breach of contract, or otherwise to Second Party for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of First Party. It shall be the sole responsibility of Second Party to maintain that portion of the system constructed by Second Party pursuant to the terms of this Agreement.

**EIGHTH: TERMINATION OF AGREEMENT.** This Agreement may be terminated by either of the parties hereto upon default hereof by the other by the giving of 90 days' prior written notice specifying the nature of such default; provided, however, that if such default be cured within such 90-day period, this

Agreement shall not terminate by reason of such default. Each party hereto agrees to act reasonably in reaching decisions with regard to the termination of said service.

NINTH: NOTICES. All notices required to be given shall be in writing and mailed by registered or certified mail addressed to the parties hereto at the following addresses:

First Party: CASTRO VALLEY SANITARY DISTRICT  
21040 MARSHALL STREET  
CASTRO VALLEY, CALIFORNIA

Second Party: EAST BAY REGIONAL PARK DISTRICT  
11500 SKYLINE BOULEVARD  
OAKLAND, CALIFORNIA

Either party to this Agreement may modify the above addresses by giving notice to the other party in writing of said modification.

TENTH: ATTORNEYS' FEES. In the event it should become necessary for either party to this Agreement to commence legal proceedings to enforce any of the provisions of the same, it is hereby agreed that the prevailing party in any such litigation shall be awarded as a part of any judgment, reasonable attorneys' fees and court costs, as the same are fixed by the court.

ELEVENTH: MISCELLANEOUS. This Agreement may from time to time be changed, altered, or supplemented by or with the written consent of the parties hereto. The expansion in size of either of the facilities here in question, the intensification of the present use of said facilities or a change in use of said facilities by Second Party resulting in a substantial change in the quantity or quality of effluent to be discharged into the system of First Party by Second Party shall be undertaken only with the prior written consent of First Party. This Agreement is binding upon and shall inure to the benefit of the heirs, successors and assigns of each of the parties hereto. Neither party hereto shall transfer or assign this Agreement in whole or in part or any interest therein without having first obtained the consent in writing of the other party. Any attempted assignment without such prior written consent shall at the option of the nonconsenting party cause an immediate termination of this Agreement. This Agreement constitutes the entire Agreement of the parties and there are no other oral or written agreements of any force or effect as between the parties hereto with respect to the above mentioned facilities. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first hereinabove set forth.

FIRST PARTY

CASTRO VALLEY SANITARY DISTRICT,  
a public corporation,

By *W.H. Taylor*  
President

By *E. Pater*  
Secretary

SECOND PARTY

EAST BAY REGIONAL PARK DISTRICT

By *John C. B. Lumberg*  
President

By *Paul E. Harleuts*  
Secretary

WORK SHEET

as per

CASTRO VALLEY SANITARY DISTRICT

19\_\_ - 19\_\_

BUDGET

(All figures to nearest \$1,000)

MAINTENANCE AND OPERATION

Salaries and Wages  
Sewage Treatment  
Maintenance Supplies

\$

\$

BOND INTEREST & REDEMPTION

1953 Issue

Interest \$ 7,500.00  
Redemption

50,000.00

1968A Issue

Interest 80,000.00  
Redemption

50,000.00

1968B Issue

Interest 70,000.00  
Redemption

75,000.00

\$157,500.00

\$175,000.00

332,500.00

\$

Annual Flow - \_\_\_\_\_

BUDGET  
1971 - 1972

MAINTENANCE & OPERATION:

Salaries and Wages	\$ 94,200
Sewage Treatment	110,000
Maintenance Supplies	<u>29,500</u>

\$233,700

BOND INTEREST AND REDEMPTION:

1953 Issue

Interest	\$ 5,625	
Redemption		\$ 50,000

1968 Series A

Interest	75,450	
Redemption		50,000

1968 Series B

Interest	64,795	
Redemption		<u>75,000</u>

	\$145,870	\$175,000
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320,870

\$554,570

<u>\$554,570</u>	<u>Total Cost</u>	= \$.42 per 1,000 gallons
1,296,000,000	Gallons	

*Typed & Sent 6/29/71*