



# S A W P A

**SANTA ANA WATERSHED PROJECT AUTHORITY**

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

## **REGULAR COMMISSION MEETING TUESDAY, SEPTEMBER 19, 2017 – 9:30 A.M.**

Santa Ana Watershed Project Authority  
Board Room  
11615 Sterling Avenue  
Riverside, California 92503

and via telephone conference at

Flagstaff Medical Center  
Education Center  
1000 N. Humphreys, Suite 241 & 242  
Flagstaff, AZ 86001  
Room #3

### **AGENDA**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** (Susan Lien Longville, Chair)

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

4. **CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

- A. **APPROVAL OF MEETING MINUTES: SEPTEMBER 5, 2017**.....5  
**Recommendation:** Approve as posted.
- B. **APPROVAL OF MEETING MINUTES: SEPTEMBER 7, 2017**.....31  
**Recommendation:** Approve as posted.
- C. **TREASURER’S REPORT – AUGUST 2017**.....33  
**Recommendation:** Approve as posted.

**5. NEW BUSINESS**

- A. [INLAND EMPIRE BRINE LINE REACH V REHABILITATION AND IMPROVEMENT PROJECT, PHASE 1 – CONTINUED USE OF PUBLIC RELATIONS CONSULTANT \(CM#2017.121\)](#) ..... 39  
**Presenters:** David Ruhl  
**Recommendation:** Approve Change Order No. 4 with Hammons Strategies in an amount not to exceed \$11,250, increasing the total contract amount to \$78,750 and extending the current Agreement for an additional three (3) months through December 2017.
- B. [APPROVAL OF BRINE LINE RATE MODEL RFP \(CM#2017.122\)](#) ..... 43  
**Presenter:** Carlos Quintero  
**Recommendation:** Direct staff to issue a request for proposal for professional services to prepare a Brine Line rate model.
- C. [INLAND EMPIRE BRINE LINE ORDINANCE NO. 8 AND RESOLUTION 2017-11 ESTABLISHING LOCAL LIMITS AND BEST MANAGEMENT PRACTICES REQUIREMENTS, INLAND EMPIRE BRINE LINE \(CM#2017.123\)](#) ..... 71  
**Presenter:** Lucas Gilbert  
**Recommendation:** (1) Hear a presentation on the proposed Ordinance No. 8 and Resolution 2017-11, (2) Conduct a public hearing on Ordinance No. 8 and Resolution 2017-11 to receive comments, and (3) Consider adopting Ordinance No. 8 and Resolution 2017-11.
- D. [2018 MEDICAL INSURANCE CAP \(CM#2017.118\)](#) ..... 173  
**Presenter:** Rich Haller  
**Recommendation:** Direct staff to adjust the medical insurance cap to \$1,700.90, which reflects the ACWA/JPIA 2018 Kaiser Family Plan rate.
- E. [AB 574 QUIRK – POTABLE REUSE](#)  
**Presenter:** Rich Haller  
**Recommendation:** Support AB 574 (Quirk).

**6. INFORMATIONAL REPORTS**

**Recommendation:** Receive for information.

- A. [INTER-FUND BORROWING – JULY 2017 \(CM#2017.115\)](#) ..... 175  
**Presenter:** Karen Williams
- B. [PERFORMANCE INDICATORS/FINANCIAL REPORTING – JULY 2017 \(CM#2017.116\)](#) ..... 179  
**Presenter:** Karen Williams
- C. [BUDGET VS. ACTUAL VARIANCE REPORT – FYE 2017 FOURTH QUARTER – JUNE 30, 2017 \(CM#2017.117\)](#) ..... 201  
**Presenter:** Karen Williams
- D. [FINANCIAL REPORT FOR THE FOURTH QUARTER ENDING JUNE 30, 2017](#) ..... 209
  - Inland Empire Brine Line
  - SAWPA**Presenter:** Karen Williams

- E. **FOURTH QUARTER FYE 2017 EXPENSE REPORTS** ..... 231
  - Staff
  - General Manager**Presenter:** Karen Williams
- F. **OWOW PLAN UPDATE 2018 STATUS (CM#2017.119)** ..... 235  
**Presenter:** Mike Antos
- G. **UPDATE ON THE SANTA ANA SUCKER PROTECTION AND BENEFICIAL USE ENHANCEMENT PROJECT (CM#2017.120)** ..... 241  
**Presenter:** Ian Achimore
- H. **GENERAL MANAGER’S REPORT** ..... 255
- I. **CHAIR’S COMMENTS/REPORT**
- J. **COMMISSIONERS’ COMMENTS**
- K. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

**7. CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**  
Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)
- B. **PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS**  
General Manager  
The Commission may consider approval of a contract with a new general manager, including compensation, in open session.

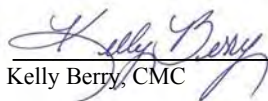
**8. ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email [kberry@sawpa.org](mailto:kberry@sawpa.org). Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at [www.sawpa.org](http://www.sawpa.org), subject to staff’s ability to post documents prior to the meeting.

**Declaration of Posting**

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, September 14, 2017, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted in SAWPA’s office at 11615 Sterling Avenue, Riverside, California, and Flagstaff Medical Center Education Center, 1000 N. Humphreys, Flagstaff, Arizona.

  
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Kelly Berry, CMC

**2017 SAWPA Commission Meetings | Events**

First and Third Tuesday of the Month; unless otherwise noticed,  
all Commission Workshops/Meetings begin at **9:30 a.m.** and are held at SAWPA.)

<b>January</b> 1/3/17 Commission Workshop 1/10/17 Special Commission Meeting 1/17/17 Regular Commission Meeting	<b>February</b> 2/7/17 Commission Workshop 2/21/17 Regular Commission Meeting
<b>March</b> 3/7/17 Commission Workshop 3/21/17 Regular Commission Meeting	<b>April</b> 4/4/17 Commission Workshop 4/18/17 Regular Commission Meeting
<b>May</b> 5/2/17 Commission Workshop 5/9 – 5/12 ACWA Spring Conference, Monterey 5/16/17 Regular Commission Meeting 5/25/17 OWOW Conference [Ontario Convention Cntr]	<b>June</b> 6/6/17 Commission Workshop 6/20/17 Regular Commission Meeting
<b>July</b> 7/4/17 No Meeting (Independence Day) 7/18/17 Regular Commission Meeting 7/31/17 Special Meeting	<b>August</b> 8/1/17 Commission Workshop 8/15/17 Regular Commission Meeting 8/17/17 Special Commission Meeting
<b>September</b> 9/5/17 Commission Workshop 9/7/17 Special Commission Meeting 9/19/17 Regular Commission Meeting	<b>October</b> 10/3/17 Commission Workshop 10/17/17 Regular Commission Meeting
<b>November</b> 11/7/17 Commission Workshop 11/21/17 Regular Commission Meeting 11/28 – 12/1 ACWA Fall Conference, Anaheim	<b>December</b> 12/5/17 Commission Workshop 12/19/17 Regular Commission Meeting

**SAWPA Compensable Meetings – Other**

Unless otherwise noted, all meetings are held at SAWPA.

Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

**IMPORTANT NOTE:** These meetings are subject to change. Prior to attending any meeting listed below, please confirm meeting details by viewing the website calendar using the following link:

<http://www.sawpa.org/events/>

<b>September</b> 9/12/17 MSAR TMDL Task Force Mtg   9:00 a.m. 9/12/17 LE/CL TMDL Task Force Mtg   1:00 p.m. 9/12/17 WUE Pillar Mtg   1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA 9/14/17 Joint Pillar Wkshp   10:30 a.m. 9/14/17 Natural Resources Pillar Mtg   1:30 p.m. 9/19/17 Public Hearing – Ordinance No. 8 and Local Limit Resolution   9:30 a.m. 9/19/17 Basin Monitoring Program Task Force Mtg   1:30 p.m. 9/20/17 OWOW Land Use and Water Planning Pillar Mtg   10:30 a.m. 9/25/17 OWOW Disadvantaged & Tribal Communities Pillar Mtg   2:00 pm. 9/28/17 PA 22 Committee Mtg   8:00 a.m. 9/28/17 OWOW Steering Committee Mtg   11:00 a.m.	<b>October</b> 10/10/17 WUE Pillar Mtg   1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA 10/12/17 OWOW Natural Resources Stewardship Pillar Mtg   1:30 p.m. 10/19/17 LESJWA Board of Directors Mtg   4:00 p.m. Elsinore Valley MWD 31315 Chaney Street, Lake Elsinore, CA 10/23/17 OWOW Disadvantaged & Tribal Communities Pillar Mtg   2:00 pm. 10/26/17 PA 22 Committee Mtg   8:00 a.m. 10/26/17 OWOW Pillar Integration Wkshp   9:00 a.m.
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**SAWPA COMMISSION  
REGULAR MEETING MINUTES  
SEPTEMBER 5, 2017**

**COMMISSIONERS PRESENT** Susan Lien Longville, Chair, San Bernardino Valley Municipal Water District  
Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District  
Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency  
Thomas P. Evans, Western Municipal Water District  
Philip L. Anthony, Orange County Water District

**COMMISSIONERS ABSENT** None.

**ALTERNATE COMMISSIONERS PRESENT; NON-VOTING** Gil Navarro, Alternate, San Bernardino Valley Municipal Water District  
Kati Parker, Alternate, Inland Empire Utilities Agency

**STAFF PRESENT** Rich Haller, Larry McKenney, Karen Williams, Jerry Oldenburg, Carlos Quintero, Ian Achimore, Mike Antos, Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:31 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

Roll call was duly noted and recorded by the Clerk of the Board.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. CONSENT CALENDAR**

**A. APPROVAL OF MEETING MINUTES: AUGUST 15, 2017**

**B. APPROVAL OF MEETING MINUTES: AUGUST 17, 2017**

**C. TREASURER'S REPORT: JULY 2017**

**MOVED**, approve the Consent Calendar.

Result:	<b>Adopted (Unanimously)</b>
Motion/Second:	Anthony/Hall
Ayes:	Anthony, Evans, Hall, Longville, Sullivan
Nays:	None
Abstentions:	None
Absent:	None

## 5. NEW BUSINESS

### A. GRANT OF EASEMENT TO WESTERN MUNICIPAL WATER DISTRICT (CM#2017.111)

Carlos Quintero provided a PowerPoint presentation regarding the grant of easement to WMWD, relating to the La Sierra Pipeline Project which requires use of a portion of the SAWPA parking lot.

**MOVED**, accept the quitclaim of easement from Western Municipal Water District and grant a no-fee easement to Western Municipal Water District for use of the SAWPA building parking lot for access to the Arlington Desalter and pipeline purposes.

Result:	<b>Adopted (Unanimously)</b>
Motion/Second:	Anthony/Hall
Ayes:	Anthony, Evans, Hall, Longville, Sullivan
Nays:	None
Abstentions:	None
Absent:	None

### B. ROTATION ASSIGNMENTS – OWOW STEERING COMMITTEE

Rotation of Commissioners assigned to the OWOW Steering Committee was brought before the Commission at the request of Commissioners Evans and Sullivan. It was the consensus of the Commission that the Vice Chair (incoming Chair) of the SAWPA Commission would be assigned as the Chair of the OWOW Steering Committee, and the Secretary-Treasurer (incoming Vice Chair) of the SAWPA Commission would be assigned as the other OWOW Steering Committee Member. Staff was directed to bring a Resolution before the Commission for consideration at a future meeting.

## 6. WORKSHOP DISCUSSION AGENDA

### A. COMMISSION INPUT – COMMUNICATION/COLLABORATION PROCESS, INCLUDING GENERAL MANAGERS REPORT RECOMMENDATIONS

Chair Longville welcomed any general comments from the public and the member agency General Managers, noting the workshop would only be among the Commissioners and that there will be a focused Commission workshop the first meeting in October to include member agency General Managers in the discussion. Commissioners and the public were provided with a table of numbered recommendations, taken from the General Managers report (GMs Report) on pages 37 – 48 of the agenda packet.

Commissioner Sullivan voiced his displeasure the table was not provided prior to the meeting. Chair Longville explained the table simply lists out as separate items the recommendations contained in the GMs Report. Chair Longville explained she would conduct the workshop as follows:

1. Proceed through each item on the table, reading the item for consideration;
2. Ask the SAWPA Interim General Manager two questions:
  - a. How would implementing this recommendation change the management of SAWPA?
  - b. How would implementing this recommendation affect staff workloads?
3. Ask the SAWPA Executive Counsel one question:
  - a. In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?
4. Conduct a non-binding straw poll of the Commissioners, for discussion purposes only, and record those results for informational discussion purposes moving forward.

Attached hereto, and made a part hereof as through fully set forth, is the Agenda Item No. 6.A. Workshop Worksheet, which sets forth the information referenced above.

**7. INFORMATIONAL REPORTS**

The following oral/written reports/updates were received and filed.

**A. CASH TRANSACTIONS REPORT – JULY 2017**

**B. DISADVANTAGED COMMUNITIES INVOLVEMENT PROGRAM STATUS REPORT (CM#2017.112)**

**C. UPDATE ON PA 22 COMMITTEE (CM#2017.113)**

**D. UPDATE ON PA 23 COMMITTEE (CM#2017.114)**

**E. CHAIR’S COMMENTS/REPORT**

**F. COMMISSIONERS’ COMMENTS**

Commissioner Evans requested a future agenda item to consider assignment rotations on the OWOW Steering Committee.

**G. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

Other than those mentioned above, there were no additional requests for future agenda items.

**8. CLOSED SESSION**

Chair Longville recessed the meeting to Closed Session at 11:20 a.m. There was no discussion of Agenda Item No. 8.A. No designated personnel were present during Closed Session.

**A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

**B. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS**

General Manager

Chair Longville resumed Open Session at 11:42 a.m. There was no reportable action.

**9. ADJOURNMENT**

There being no further business for review, Chair Longville adjourned the meeting at 11:42 a.m.

**Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, September 19, 2017.**

\_\_\_\_\_  
Susan Lien Longville, Chair

Attest:

\_\_\_\_\_  
Kelly Berry, CMC, Clerk of the Board

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
1	Member agency General Managers shall inform the SAWPA General Manager and the other member agency General Managers if the member agency or its Commissioner has concerns or issues with any item going to a Commission meeting, a committee or the OWOW Steering Committee. i. The communication should be prior to the meeting and preferably the posting of the agenda. [Page 4; Task 3; Paragraph 1.a.]	2	2	1	2	1	1   1
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	The mechanism in place is the monthly GMs meeting when the SAWPA GM meets with the Member Agency GMs; we would continue to discuss issues at that meeting; it is critical Member Agency GMs attend and participate in the discussion, which they have committed to do. Meeting length will increase as new committees are added. This is a slight modification to an ongoing process; as such, no major impact to staff workload is anticipated.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	From the standpoint that if Member Agency GMs talk to each other about issues going to a Committee on which the GMs serve, care needs to be taken that we adhere to the Brown Act. While this comment applies to some other items below, it will not be reiterated each time.						
Discussion							
	Anthony: Concerned this is a sweeping order; what is to define how serious something has to be in order to be reported to everyone, and is there some documentation of it? This could potentially be devastating. If I have a tiny concern, do I have to tell everyone about it? Do I have to prove I told them and somehow document it? This language sounds good, but I think it is a little awkward to live with. Sullivan: This really boils down to effective communication, without try to get legalese about the whole thing. Are we going to have the ability to communicate? That is really all it is. The more indepth we get about being absolutely specific, the more problems we will end up having down the line. That is the way I look at it. Are we open and above-board here about what we are doing and with communication between the GMs, the SAWPA GM, and the Commission? That is really all that we are asking. To get more specific than that gets to be a legal problem, and that, to me, just defines more conflict.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
2	Ensure member agencies General Managers are informed about substantive meetings and/or conversations the SAWPA General Manager has with the agencies' respective Commissioners [Page 4; Task 3; Paragraph 1.b.]	3	3	3	3	1	3   2
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	We would utilize the monthly GMs meeting to discuss conversations we have had with Commissioners. We would want to make sure that the Commissioners feel comfortable talking with the SAWPA GM; occasionally there may be an information exchange that brings them up to speed, and Commissioners may ask for confidentiality. It is appropriate to keep the GM from that Member Agency informed on what the Commissioner is discussing, and what SAWPA is discussing with the Commissioner. No impact on staff workload.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	Matters that are privileged and confidential would be excepted; items that would normally be in Closed Session such as personnel and litigation matters and attorney-client communications.						
Discussion	<p>Sullivan: Are the GMs going to be excluded from litigation items in Closed Session? At some point we need to say what is acceptable and what is not relative to participation by the GMs in Closed Session and/or a conversation relating to litigation matters.</p> <p>McKenney: There are several ways this can be addressed in order to satisfy Commissioner Sullivan's concern.</p> <p>Evans: Does not want to be put in the position that he cannot talk with the SAWPA GM without informing WMWD's GM that he has done so. Voiced concern his earlier comments were not included, but was advised that they had been.</p> <p>Navarro: Feels like this recommendation is micromanaging the Commissioner; perhaps the initiating party could be included on the agenda.</p>						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
3	Member agency General Managers shall be consulted about meetings or actions SAWPA conducts with outside agencies that materially affect that member agency's interests. [Page 4; Task 3; Paragraph 1.c.]	3	2	2	3	1	3   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	We would utilize the monthly GMs meeting to address; SAWPA staff will compile a monthly calendar of meetings to present and discuss. Not something SAWPA staff is currently doing; minor impact on staff workload.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	None.						
Discussion	<p>Longville: Would like to see a definition of what constitutes a member agency's interest.</p> <p>Sullivan: We ran into this problem before where sometimes SAWPA may do something with a federal agency that doesn't necessarily comport with what one of the Member Agencies may be doing and may be in conflict. There was a conflict before when we had an issue with Prado; SAWPA's lobbyist in the past has endorsed something that what contrary to the interests of another agency. This is just effective communication. If there is a specific issue, then maybe that should be addressed; however, generally you look for what is effective communication, the impacts on SAWPA and each individual member agency.</p> <p>Hall: Are we impacting the region, the greater good of people? What may impact one negatively could impact another positively.</p> <p>Sullivan: That is a good comment, but we also need to give consideration to the impact on SAWPA member agencies. We need to operate so that we're all one group here, and we stand up for one another, giving consideration to all individually and as a whole.</p> <p>Evans: Agreed with Sullivan; over time you are going to know if something will impact another agency. There needs to be effective communication. But also does not want this to become a required "check the box" step.</p> <p>Navarro: Too broad; understand SAWPA has to work with five agencies so it does get somewhat complex. If SAWPA is working in an area impacting another member agency, SAWPA should talk to them.</p>						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
4	Significant agenda items being taken to the Commission, a committee or the OWOW Steering Committee shall be shared with and discussed among with the SAWPA General Manager and the member agency General Managers. [Page 4; Task 3; Paragraph 2.a.]	3	2	1	3	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Process would be to utilize the monthly GMs meeting to review upcoming agenda items; will create a list of upcoming agenda items by month. This would also be shared with the Commission as well as part of the General Manager's report so everyone is aware of what we are anticipating talking about over the next month or two. This will be a minor addition in staff time to compile the upcoming agenda listing; minor impact on staff workload.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No additional issues.						
Discussion	Anthony: I think we can all agree that recommendations 1-5 would all be addressed utilizing the monthly GMs meeting.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
5	If there are fundamental disagreements on items being brought to the Commission, a committee or the OWOW Steering Committee, best efforts will be made among the SAWPA General Manager and the member agency General Managers to develop a mutually acceptable consensus recommendation. [Page 4; Task 3; Paragraph 2.b.]	3	2	2	3	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Same answer as earlier relative to utilizing monthly GMs meeting; noted that building consensus will take time, but it is an important process to work through. Minor to moderate impact to staff and it will take some time to proceed through the process.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No additional issues.						
Discussion	Evans: Supportive, but noted his concern about the time that would be involved; would not support a wheel-spinning process where some never gets to the Commission.						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
6	<p>Once consensus is reached at the General Manager level on specific agenda items:</p> <ul style="list-style-type: none"> <li>i. The staff of SAWPA and the member agencies will support the consensus recommendation;</li> <li>ii. The member agency General Managers will convey the consensus recommendations to their respective Commissioners.</li> </ul> <p>If consensus cannot be reached on a specific item:</p> <ul style="list-style-type: none"> <li>i. The SAWPA staff will represent opposing points of view in a factual and balanced manner, along with the SAWPA staff recommendation; and</li> <li>ii. The member agency General Managers will convey to their respective Commissioners the opposing points of view in a factual and balanced manner, along with their recommendation.</li> </ul> <p>[Page 4; Task 3; Paragraph 2.c. &amp; 2.d.]</p>	3	3	3	3	2	4   3
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	Additional staff time required, depending on the number of complex/controversial issues we have; Commission memo reformat to include this additional information. Minor to moderate affect to staff workload.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	Raises a serious issue regarding Brown Act compliance. If the Commission directs all the GMs to meet and confer on items and reach consensus in that, the consensus is going to be reported to the Commission. There is a real issue about whether that is making the GMs into an advisory body to the Commission, which makes the GMs a Brown Act body. Would have legal implications on how they do their business, and this would apply to many of the other items on the list so I will not reiterate it each time.						
Discussion	<p>Sullivan: Is it a recorded or vocal consensus among the GMs regarding a technical issue that comes before the Commission? Does that make them a Brown Act body? Or, is it simply one or two picking up the phone and discussing an potential issue?</p> <p>McKenney: Well, the direction is for the GMs to meet and reach consensus, then each of the GMs is going to convey that to their respective Commissioners and advise that they all agree on the direction. I'm identifying the issue; there are ways to work around this.</p> <p>Anthony: Do the monthly GMs meetings come into this arena?</p> <p>McKenney: As it stands currently, and since 2007, the GM monthly meetings are not Brown Act meetings. The discussions in those meetings are considered to be advisory to the SAWPA GM.</p> <p>Longville: Isn't this the reason why we no longer have five member agency GMs on the PA 23 Committee?</p> <p>McKenney: The issue here is that if the Commission creates a body to be an advisory body to the Commission and that body is not only a minority of the Commission, then that meets the definition of a legislative body under the Brown Act.</p> <p>Navarro: Believes this would be a violation of the Brown Act.</p>						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
7	<p>Monthly meetings between the SAWPA General Manager and the member agency General Managers shall be conducted. Agendas shall be prepared in advance and circulated for revisions or additions. Agendas shall include, but not necessarily be limited to the following:</p> <p>i. A review of an advanced calendar of proposed agenda items for the Commission, committee meetings and the OWOW Steering Committee for the upcoming month.</p> <p>[Page 4; Task 3; Paragraph 3.a.]</p>	2	3	3	3	2	4   3
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	Potentially a more significant impact on staff workloads with the creation of a number of additional committees added to the existing committees.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	No additional issues.						
Discussion	<p>Anthony: Do there need to be additional committees? This is a wide-open statement.</p> <p>Haller: That is one of the recommendations of the report.</p> <p>Sullivan: Maybe we should just have a 5 in the ratings, then we could delete recommendation 7.</p> <p>Longville: Reason I'm not voting 4 is because it doesn't reference Task Forces; must work on the language, but must not include Task Forces.</p>						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
8	Significant agenda items (excluding those being considered in closed session) would be discussed among the SAWPA General Manager and member agency General Managers before they are published on any agenda. [Page 5; Task 3; Paragraph 3.a.ii.]	4	3	1	4	1	3   2
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Somewhat duplicative of some previous items; will be discussing significant issues at the monthly GMs meetings. Certainly, if the Commission directs something be placed on the agenda, it will be placed on the agenda.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No additional issues.						
Discussion	<p>Anthony: What about items developed and ordered by the Commission itself? What if a Commissioner wants to put an item on the agenda? Commissioners fall under this recommendation?</p> <p>Longville: I've had similar thoughts myself; do not want the Commission to be diminished in any way, or our governance.</p> <p>Anthony: We are not going to be diminished; they better not try.</p>						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support



#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
9	A review of any new initiatives, programs, task forces or other similar activities SAWPA intends to develop and implement, with an opportunity for the member agency General Managers to provide input. [Page 5; Task 3; Paragraph 3.a.iii.]	2	1	1	2	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Handled as part of the monthly GMs meetings; if there are budget impacts, it would be part of the budget review process. No significant impact to staff workload.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No additional issues.						
Discussion	Anthony: A review by whom? Longville: Review by General Managers.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
	Discussion of Item 10 is inclusive of Items 11 through 16 below, which are defined as "significant items" in the GMs report.						
10	SAWPA staff reports for significant items being considered by the Commission, committees or the OWOW Steering Committee shall include: i. The SAWPA General Manager and staff recommendations; ii. The consensus recommendation of the SAWPA General Manager and member agency General Managers; or iii. Varying points of view where there may not be consensus stated in a factual and balanced manner without attribution. [Page 5; Task 3; Paragraph 3.b.]	3	3	3	3	1	1   2
	<b>Items 11 through 16 are defined as "significant items" in the GMs report:</b>						
11	Significant Financial Items a. Budgets (Project Budgets and SAWPA General Budget) b. Planning, engineering, and construction contracts and related change orders. c. Changes to Brine Line rates, charges and administration affecting the Member Agencies or their customers. [Page 5; Task 3; Paragraph 1. a.-c.]						
12	Proposals for salary ranges or benefit changes including any Classification and Compensation studies. [Page 5; Task 3; Paragraph 2.a.]						
13	Proposals to increase staffing. [Page 6; Task 3; Paragraph 2.b.]						
14	Proposals to modify any SAWPA governance related document including, but not limited to, the JPAA and Project Agreements. [Page 6; Task 3; Paragraph 2.c.]						
15	All formal positions proposed to be taken or pending or approved legislation or regulations. [Page 6; Task 3; Paragraph 2.d.]						
16	Projects and Initiatives a. Any new initiative, program, task force, or proposal for funding that promotes or expands SAWPA activities including the needs of other stakeholders for such programs. [Page 6; Task 3; Paragraph 3.a.]						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

Agenda Item No. 6.A. Workshop Worksheet  
September 5 2017 - Straw Poll | Discussion

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	<p>Similar to recommendation 6 above; will modify Commission memo format to include the additional requested information. Depending on the number of controversial issues, this has a minor to moderate impact on staff workload.</p> <p>Relative to "significant items" defined in items 11-16 below, we already have existing processes in place; will need to determine how those can be modified to meet the expectations. Will rely on the monthly GMs meetings to review and discuss these issues and provide pertinent information, as well as communicating with CFOs under existing processes. Concerned legislative issues may need to be addressed before the upcoming monthly GMs meeting; may need a different process. Minor to moderate impact on staff time.</p>						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	The same Brown Act issue described earlier; if in fact the GMs were working as a Brown Act body, then there can be no secret ballots.						
Discussion	<p>Sullivan: We need to define what is significant. May be significant for one, but not the other four.</p> <p>Evans: Agree with Sullivan; raises the issue of required unanimity on the Commission.</p> <p>Hall: Concurred with Evans' concern of required unanimity on the Commission.</p> <p>McKenney: Did not think the GMs report suggested that the Commission had to be unanimous; they talked about reaching consensus among the GMs, if possible, and then member agency approval of the budget (which is the way the process works now), and they talked about approval of expenditures within budget by majority vote, which is what the JPA says now. There is a new proposed procedure for exceeding the budget.</p> <p>Sullivan: Under the current JPA, governance needs to be a 100% vote; supportive of that. Nothing should be changed until there is a consensus. Agrees with content of the GMs report.</p> <p>Evans: Perhaps the next time around we could discuss what requires a unanimous vote and what requires a majority vote. There needs to be clarification.</p> <p>Hall: Agreed with Evans, and also requested the same discussion and clarification.</p>						

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
17	Identification of Projects: Staffs of SAWPA and the member agencies to jointly identify the various activities of which SAWPA is engaged that meet the criteria of not being preliminary studies or matters of general administration, and either directly or indirectly expose the member agencies or their customers to costs. This list should be presented to the Commission to clarify what constitutes a "Project" for the purposes of the JPAA. [Page 6; Task 4; Paragraph 1.]	1	1	2	2	1	2   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	One-time effort to go through this process; minimal impact to staff workload to identify existing project committees and any additional project committees which might be needed.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	The concept of directly or indirectly exposing member agencies or their customers is not currently in the JPAA.						
Discussion	None.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
18	Jointly identify the remaining activities that meet the criteria of a “project” but have neither a project agreement nor a project committee, and determine the type of project agreement and/or project committee that would be applicable (see Task 4 Section 2a, below) and/or if some of those activities (i.e. task forces or round tables) can be logically grouped into a single project. Present the recommended new “projects,” consistent with the JPAA requirements, and associated staff and resource needs to the Commission for review and consideration. [Page 6; Task 4; Paragraph 2.]	1	2	2	3	1	2   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Will take some staff time to evaluate; in particular, the existing Task Forces to make sure it synchronizes with the Project Committee concept and determine if any adjustments need to be made to the existing Task Force agreements.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No legal issues with having a process to determine what is a Project; does have concerns about what is a Watershed Project.						
Discussion	<p>Evans: Does this provide the ability for a Task Force not to be a Project Committee? I don't believe most of the Task Forces are Project Committees. There needs to be an ability to have activities that are not Projects under Project Agreements.</p> <p>Sullivan: The GMs report said that there is a distinction between Projects, Committees and Administrative functions. We are trying to define a large Capital project, and what may be a combination of projects/tasks, and then what are purely administrative functions. This is reasonable. This is just a reasonable process about what we are going to be doing.</p> <p>Evans: Raised the issue before that I have a hard time, personally, seeing all Task Forces as Projects. Would like a definition.</p> <p>Longville: It does appear that it duplicates existing Task Force agreements that we already have; greatest concern is that it's highly likely that some Task Forces are not going to want to be grouped into a Watershed Project, and we could lose some of the valuable work that is occurring. This is so prescriptive in the way it's written that it implies that everything has to fit somewhere.</p>						
19	<i>Identification of Project Committees and Participating Agencies:</i> Based upon the “projects” identified, determine which agencies are participants in the various activities and projects, and if less than all the member agencies are participating in a “project,” identify the need for a project committee consistent with the requirements of the JPAA. [Page 7; Task 4; Paragraph 3.]	1	2	2	2	1	2   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Same comments as Item 18.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	Same comments as Item 18.						
Discussion	No discussion.						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
20	Implementation: Upon the identification of the “projects” and project committees that require formation, prepare all requisite project agreements and seek member agency approval of such agreements and designation of project committee members, where appropriate. Format future Commission meeting agendas to identify and segregate actions for each active “project” and the members voting on a project-related item. The intent would be to conduct all Project Committee business involving the Commission as part of the agendas for the two regularly scheduled monthly Commission meetings. [Page 7; Task 4; Paragraph 4.]	1	1	1	2	1	1   1
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	Depending on the number of committees formed, this has the potential to add some administrative work as part of the Commission agendas. Without knowing the number of committees, it is difficult to estimate at this point.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	No additional issues.						
Discussion	<p>Sullivan: Does not see the issue; almost like we are trying to pick this thing apart. Everything, at some point, will be brought back to the Commission to identify some of this. It's just what would normally come back to this Commission for a discussion on what we want to do with the GM report. This, to me, looks like someone has take the GM report to determine which one of these things do I want to knock out or which ones do we want to discuss. That's what is beginning to me to look like.</p> <p>Evans: This is directly out of the GM report.</p> <p>Longville: We are looking at the items one at a time.</p> <p>Anthony: But they are pulled in little pieces, out of context sometimes.</p> <p>Evans: I think this is really good in the sense that the Commission will have a regular view of all the projects. But I could envision where their might be one project that only three members of the Commission area party to, so those three would vote and the other two would not; in other instances it might be all five. This is a big change, for the good, in the sense of defining the Projects, Project Agreements, what would not be a Project; in terms of communication, this is a huge improvement to what we have been doing.</p>						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
21	Proposed amendments to the JPAA are as follows: 1. A clear and unambiguous definition of "Budget" in the JPAA as an expenditure and contracting ceiling. [Page 7; Task 4; Paragraph 1.]	1	1	2	2	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Initial impact to develop the definition.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	Different from the current JPA, which clearly says that the budget is an expenditure limit; the idea that it's a contracting ceiling...the Commission currently has the ability to approve a contract for a project that could span the fiscal year, but we don't currently try to make sure that all contract work is going to be executed within the fiscal year that that budget applies. That would be an issue requiring policy development.						
Discussion	<p>Anthony: Going past fiscal years is not mentioned here.</p> <p>Sullivan: Maybe that's a clarification for the GMs; what is the total amount, not an incremental sum over a number of years.</p> <p>Longville: The way it reads now, since budgets require unanimous votes then this implies, to me, that a contracting ceiling would also require a unanimous vote. Currently it is a majority vote.</p> <p>Sullivan: This isn't different than what we are currently doing at EMWD; we have a two-year budget cycle but we also have a contract ceiling for major contracts. A budget does not cast in concrete that you can spend that amount of money each year, and then it adds up to be more than the contract value. We would never do that. That's irresponsible. Supportive of the language.</p> <p>McKenney: The only difference is where you're doing this your agencies, you are approving your budget and you are approving your project budgets. Whereas here, we have to go back and get all five member agencies boards to approval the budget. If you have a budget that is a contracting limit for a large project like that, it would have to specifically called out and voted on by all of the members of that project committee. I'm not saying it can't be done, I'm just noting the differences.</p> <p>Sullivan: The language, "A clear and unambiguous definition of 'Budget' in the JPAA as an expenditure and contracting ceiling." may need clarification and discussion as we go along, but this is a great statement.</p>						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
22	Proposed amendments to the JPAA are as follows: 2. A refined definition of a "Project" in the JPAA for purposes of administration by a Project Agreement and Project Committee to include two project categories: a. SAWPA Projects – These would include all capital and operating assets such as the Brine Line, task forces or programs that are governed by SAWPA members only, and the OWOW and Integrated Regional Watershed Management Plan and program. b. Watershed Partnership Projects – These would include task forces with SAWPA member agency participants that are also funded by outside partners of which SAWPA desires to include in Project Committee governance. [Page 7; Task 4; Paragraph 2. a. & b.]	1	1	1	3	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Short-term impact to SAWPA staff, particularly in terms of setting up for the new term Watershed Partnership Projects. Once determined, this becomes implementation of a Project Committee and I have already indicated it could have some potential impacts on staff workload.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	The concept of Watershed Partnership Projects including non-member agency partners is not in the current JPAA; would require an amendment. Additionally, the current adopted policy of the agency requires that Project Committee members accept the financial responsibility for the projects, so whether that is workable with non-member agency participants is something that would need to be worked out. There are a number of governance issues that would come up with non-member agency members of Project Committees, and we would need to address how we can ensure that representatives of those member agencies are people who have the authority to make binding decisions on behalf of their agency. This is not addressed in current Task Force agreements because we allow staff to attend the Task Force meetings and the decisions are made by their respective boards via budget approvals; they do not currently participate in making contract decisions. This issues would need to be addressed in both Project Agreements and Commission policies, as well as a JPAA amendment.						
Discussion	No discussion.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support



#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
23	Proposed amendments to the JPAA are as follows: A more detailed definition in the JPAA of "Matters of Administration" as activities relating to general administration and support such as financial functions, payroll, audit and accounting support, administrative facility operations and maintenance, staff training, state advocacy support, Commission support, website maintenance and other similar functions. Matters not included in this category would be Projects subject to Project Agreements. [Page 7; Task 4; Paragraph 3.]	1	2	3	2	1	1   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Want to make sure the JPAA amendments remain meaningful over the long term; this is a living document.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	None.						
Discussion	No discussion.						

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#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
24	Proposed amendments to the JPAA are as follows: A more detailed definition in the JPAA of “Operating Decisions” that affect member agencies or their customers’ interests and require unanimous approval of the Commission or a SAWPA Project Committee. Such decisions would typically include major changes in facility or project operations or major construction that would materially affect the use of an operating asset by one or more of the SAWPA member agencies or their customers. It is understood that Operating Decisions as defined herein exclude emergency actions. [Page 7; Task 4; Paragraph 4.]	1	1	2	2	1	1   1
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	Currently, the Brine Line is operated by guidelines and a Sewer System Management Plan which is approved by the Commission, which is part of the permit requirement, so we would want to synchronize that with any update to the JPAA.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	Probably the JPAA provisions which has caused the most confusion. I read Section 18 of the JPAA, the section that requires unanimous vote on budget and operating decisions clearly refers to member agencies, not the Commission or Project Committee members. We can try to clarify that, but we don't currently go back to the member agencies to approve operating decisions, so we can either try to clarify that and then develop the processes to implement it, or we can take those words out of the JPAA. Either way, it's doable and would require a JPAA amendment.						
Discussion	No discussion.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
	<b>Items 25 through 28 were considered as one item.</b>						
25	Proposed amendments to the JPAA are as follows: For administering the General Budget, further clarification plus a revision to allow more flexibility for the Commission to authorize budget augmentation without separate member agency authorization. [Page 8; Task 4; Paragraph 4., second paragraph]	1	2	2	3	1	2   2
26	Once the General Budget is unanimously approved by the Member Agencies, expenditures or contracts within the approved Budget may be authorized by majority vote of the Commission. [Page 8; Task 4; Paragraph 4., second paragraph, section a]						
27	Expenditures or contracts for amounts of up to 10% over the approved General Budget may be authorized by unanimous vote of the Commission. [Page 8; Task 4; Paragraph 4., second paragraph, section b]						
28	Expenditures or contracts for amounts in excess of 10% over the approved General Budget may only be authorized by unanimous approval of the Member Agencies. [Page 8; Task 4; Paragraph 4., second paragraph, section c]						
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	SAWPA transfers a lot of grant funds and sometimes the costs switch from one fiscal year to another, so we would want to recognize that that occurs. Would like to avoid having to seek member agency approval to distribute grant funds which have already been awarded in a previous fiscal year. Also of concern would be adding new Brine Line customers, which adds both revenue and expenses; we would want some clarification on that process so as not to require approval by all five member agencies.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	Significant amendment to the JPAA; emphasized the importance of clarity and referenced earlier comments. Alternatively, a policy could be adopted for a contingency that is controlled by a Project Committee or the Commission.						
Discussion	Sullivan: All we are going to do is start the discussion of how we are going to vote on increased budgets or contract values; that's all that the GMs are asking for is that clarification. If it needs a JPAA amendment, then it needs an amendment. Longville: My concern is that most Task Force agreements is based on majority vote, rather than unanimous. It concerns me that this changes that in this proposed amendment.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
	<b>Items 29 and 30 were considered as one item.</b>						
29	For administering Project Budgets, clarification and revision, as follows: Once a Project Budget is unanimously approved by the Member Agencies (or the Member Agencies and outside partners, in the case of Watershed Partnership Projects), expenditures or contracts within the approved Budget may be authorized by majority vote of the Commission, SAWPA Project Committee (if the Project involves less than all Member Agencies), or Watershed Partnership Project Committee (if the Project involves less than all Member Agencies and outside partners). [Page 8; Task 4; Paragraph 5., second paragraph, section a]	1	1	2	1	1	2   1
30	For administering Project Budgets, clarification and revision, as follows: Similar to the proposed revision for the General Budget, expenditures or contracts for amounts of up to 10% over the approved Project Budget may be authorized by unanimous vote of the Commission, SAWPA Project Committee, or Watershed Partnership Project Committee, depending on the type of Project Agreement. [Page 8; Task 4; Paragraph 5., second paragraph, section b]						
	<b>To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?</b>						
Haller	Initially, there will be some legal writing. Must ensure there is cash available to pay any additional budgeted expense.						
	<b>To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?</b>						
McKenney	This is basically what the JPAA says currently, other than the previously mentioned issues about watershed project committees.						
Discussion	No discussion.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

#	Description	Anthony	Evans	Hall	Longville	Sullivan	Navarro   Parker
31	Expenditures or contracts for amounts in excess of 10% over the approved Project Budget may only be authorized by unanimous approval of the Member Agencies, or the Member Agencies and outside partners in the case of Watershed Partnership Projects.	1	1	1	2	1	2   1
	To SAWPA GM: How would implementing this recommendation change the management of SAWPA? Affect staff workloads?						
Haller	Must ensure the Commission is aware of the membership of Watershed Partnership Committees.						
	To SAWPA Executive Counsel: In your opinion, would implementation of this recommendation raise any legal issues for SAWPA?						
McKenney	No new issues.						
Discussion	No discussion.						

(1) acceptable as is; (2) acceptable if modified; (3) unacceptable unless modified; (4) do not support

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**SAWPA COMMISSION  
SPECIAL MEETING MINUTES  
SEPTEMBER 7, 2017**

**COMMISSIONERS PRESENT**

Susan Lien Longville, Chair, San Bernardino Valley Municipal Water District  
Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District  
Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency [1:06 p.m.]  
Philip L. Anthony, Orange County Water District  
Thomas P. Evans, Western Municipal Water District

**COMMISSIONERS ABSENT**

None.

**ALTERNATE COMMISSIONERS PRESENT; NON-VOTING**

Gil Navarro, Alternate, San Bernardino Valley Municipal Water District  
Bruce Whitaker, Alternate, Orange County Water District

**STAFF PRESENT**

Kelly Berry

The Special Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 1:00 p.m. by Chair Longville at 11615 Sterling Avenue, Riverside, California.

**1. CALL TO ORDER**

**2. ROLL CALL**

Roll call was duly noted and recorded by the Clerk of the Board.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. CLOSED SESSION**

At 1:00 p.m., Chair Longville recessed the meeting to Closed Session; no staff was present during Closed Session.

**A. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS**

General Manager

Chair Longville resumed Open Session at 4:17 p.m. There was no reportable action.

**5. ADJOURNMENT**

There being no further business for review, Chair Longville adjourned the meeting at 4:17 p.m.

**Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, September 19, 2017.**

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Susan Lien Longville, Chair

Attest:

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Kelly Berry, CMC, Clerk of the Board

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*Santa Ana Watershed  
Project Authority*



**Finance Department**

Santa Ana Watershed Project Authority  
**TREASURER'S REPORT**

**August 2017**

During the month of August 2017, the Agency's actively managed temporary idle cash earned a return of 1.613%, representing interest earnings of \$17,345. Additionally, the Agency's position in overnight funds L.A.I.F. and CalTRUST generated \$26,436 and \$2,561 in interest, resulting in \$46,342 of interest income from all sources. Please note that this data represents monthly earnings only, and does not indicate actual interest received. There were zero (0) investment positions purchased, zero (0) positions sold, two (2) positions matured, and zero (0) positions were called.

This Treasurer's Report is in compliance with SAWPA's Statement of Investment Policy. Based upon the liquidity of the Agency's investments, this report demonstrates the ability to meet customary expenditures during the next six months.

September 11, 2017

Prepared and Submitted by:   
Karen L. Williams, Chief Financial Officer

*Santa Ana Watershed Project Authority*  
**INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES**  
*August 31, 2017*

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by the Citizens Business Bank via a third-party safekeeping contract.

Investment Type	Security Type	CUSIP	Dealer	Purchase Date	Maturity Date	Call Date (if appl)	Par Value	Yield To Maturity	Investment Cost	Market Value Current Month	Unrealized Gain / (Loss)	Coupon Rate	Interest Earned
Agency	FHLMC	3137EACA5	WMS	03-27-14	03-27-19	No Call	\$500,000	1.790%	546,650.00	518,606.50	(28,043.50)	3.750%	\$ 760.14
Agency	FHLMC	3137EAEC9	WMS	09-16-16	08-12-21	No Call	\$1,000,000	1.335%	990,060.00	979,594.00	(10,466.00)	1.125%	\$ 1,133.79
Agency	FHLMC	3137EADB2	WMS	04-17-17	01-13-22	No Call	\$500,000	2.375%	512,767.00	513,645.00	878.00	2.375%	\$ 1,008.56
Agency	FHLB	313379EE5	WMS	05-26-15	06-14-19	No Call	\$500,000	1.420%	504,015.00	501,944.00	(2,071.00)	1.625%	\$ 603.10
Agency	FHLB	313383HU8	WMS	06-16-16	06-12-20	No Call	\$1,000,000	1.080%	1,026,088.00	1,005,885.00	(20,203.00)	1.750%	\$ 917.27
Agency	FNMA	3135GOZA4	WMS	03-27-14	02-19-19	No Call	\$500,000	1.800%	501,975.00	503,732.00	1,757.00	1.875%	\$ 764.38
Agency	FNMA	3136G1GP8	WMS	03-27-13	03-27-18	No Call	\$1,000,000	1.000%	1,000,000.00	999,016.00	(984.00)	1.000%	\$ 849.32
Agency	FNMA	3135G0H55	WMS	12-28-15	12-28-20	No Call	\$1,000,000	1.830%	1,002,140.00	1,010,300.00	8,160.00	1.875%	\$ 1,554.26
Agency	FNMA	3135G0F73	WMS	06-16-16	11-30-20	No Call	\$1,000,000	1.150%	1,015,157.00	997,207.00	(17,950.00)	1.500%	\$ 976.72
Agency	USTN	912828A34	WMS	11-17-15	11-30-18	No Call	\$1,000,000	1.166%	1,002,500.00	999,766.00	(2,734.00)	1.250%	\$ 990.21
Agency	USTN	912828WC	WMS	11-17-15	10-31-20	No Call	\$1,000,000	1.638%	1,005,312.50	1,008,125.00	2,812.50	1.750%	\$ 1,391.04
Agency	USTN	912828G61	WMS	11-17-15	11-30-19	No Call	\$1,000,000	1.469%	1,001,210.94	1,003,125.00	1,914.06	1.500%	\$ 1,247.59
Agency	USTN	912828L32	WMS	06-17-16	08-31-20	No Call	\$500,000	1.030%	507,070.31	498,847.50	(8,222.81)	1.375%	\$ 437.53
Agency	USTN	912828L65	WMS	06-16-16	09-30-20	No Call	\$500,000	1.041%	506,992.19	498,574.00	(8,418.19)	1.375%	\$ 441.95
Agency	USTN	912828L99	WMS	06-16-16	10-31-20	No Call	\$500,000	1.051%	506,914.06	498,242.00	(8,672.06)	1.375%	\$ 446.10
CORP	Toyota Motor Credit Corp	89236TCP8	WMS	09-15-16	07-13-18	No Call	\$500,000	1.100%	504,057.50	500,379.00	(3,678.50)	1.550%	\$ 467.15
CD	Ally Bank	02006L2F9	WMS	01-13-15	04-20-20	No Call	\$248,000	1.800%	248,000.00	248,000.00	-	1.800%	\$ 379.13
CD	American Express	02587DP85	WMS	04-19-17	04-19-21	No Call	\$248,000	2.250%	248,000.00	248,000.00	-	2.250%	\$ 473.92
CD	American Express BK FSB	AN4199708	WMS	05-10-17	05-10-21	No Call	\$248,000	2.200%	248,000.00	248,000.00	-	2.200%	\$ 463.39
CD	GE Cap Retail	36157PVU0	WMS	01-31-14	01-31-18	No Call	\$248,000	1.450%	248,000.00	248,430.94	430.94	1.450%	\$ 305.41
CD	National Bank of NY	634116CA3	WMS	06-18-14	06-18-18	No Call	\$248,000	1.300%	248,000.00	248,059.63	59.63	1.300%	\$ 273.82
CD	Capital Bank FI Miami	139800CC8	WMS	05-27-15	05-29-18	No Call	\$248,000	1.100%	248,000.00	247,669.99	(330.01)	1.100%	\$ 231.69
CD	Capital One NA	14042RAG6	WMS	09-30-15	10-01-18	No Call	\$248,000	1.650%	248,000.00	248,000.00	-	1.650%	\$ 347.54
CD	Capital One Bank USA NA	140420VZ0	WMS	09-30-15	10-01-18	No Call	\$248,000	1.650%	248,000.00	248,000.00	-	1.650%	\$ 347.54
CD	Wells Fargo Bank NA	9497482W6	WMS	12-02-15	12-03-18	No Call	\$245,000	1.450%	245,000.00	245,000.00	-	1.450%	\$ 301.72
CD	CIT Bank	17284A6P8	TVI	03-13-13	03-13-18	No Call	\$248,000	1.100%	248,000.00	247,914.26	(85.74)	1.100%	\$ 231.69

<b>Total Actively Invested Funds</b>							<b>\$14,477,000</b>		<b>\$ 14,609,909.50</b>	<b>\$ 14,514,062.82</b>	<b>\$ (95,846.68)</b>	<b>1.613%</b>	<b>\$ 17,344.98</b>
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<b>Total Local Agency Investment Fund</b>									<b>\$28,714,755.29</b>			<b>1.084%</b>	<b>26,436.46</b>
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<b>Total CalTRUST Investment Fund</b>									<b>\$2,184,906.82</b>			<b>1.380%</b>	<b>2,560.83</b>
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<b>Total Invested Cash</b>							<b>\$14,477,000</b>		<b>\$ 45,509,571.61</b>			<b>1.267%</b>	<b>\$ 46,342.26</b>
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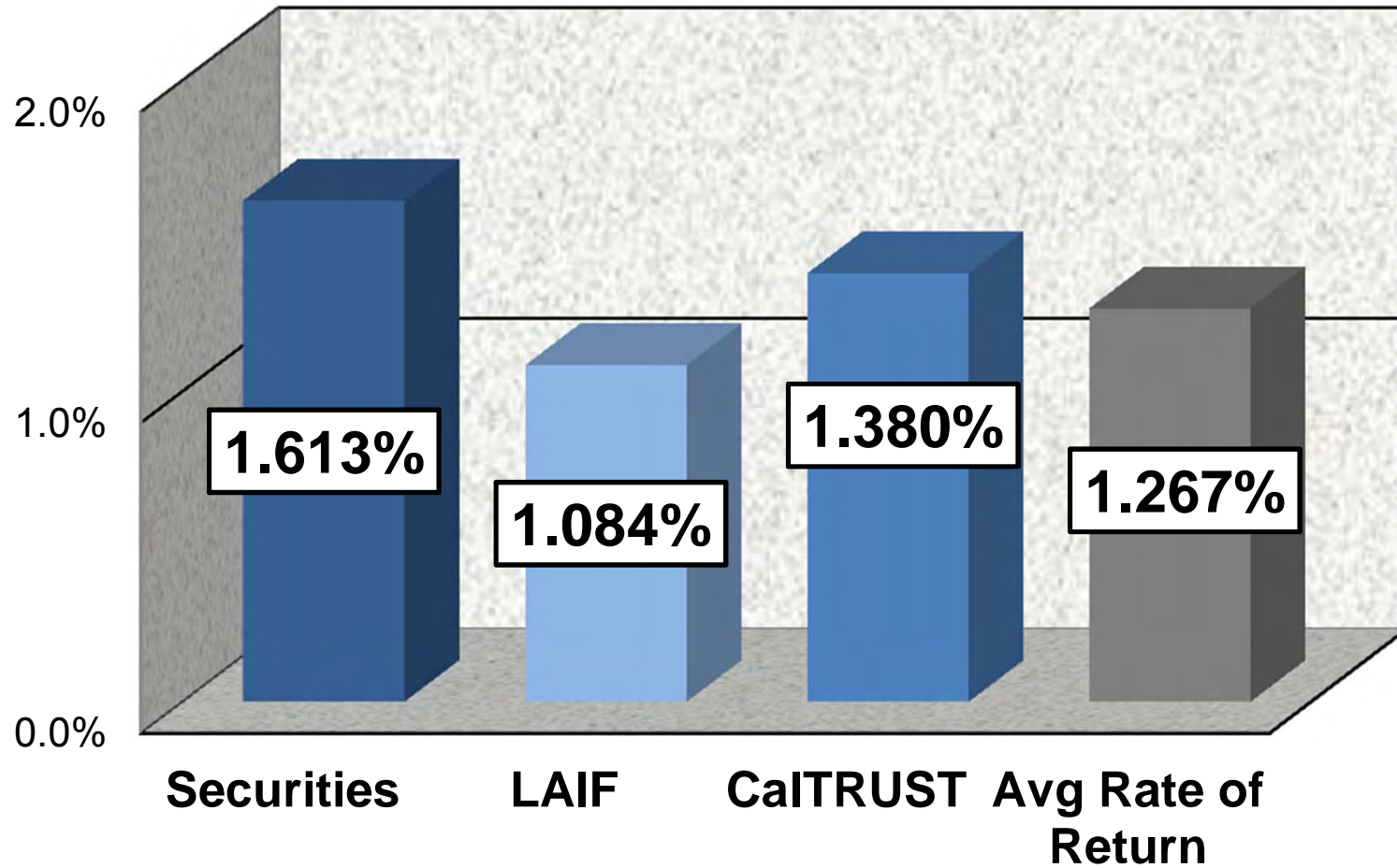
**Key to Security Type:**

FHLB	=	Federal Home Loan Bank
FHLMC	=	Federal Home Loan Mortgage Corporation
FNMA	=	Federal National Mortgage Association
USTN	=	US Treasury Note
CORP	=	Corporate Note
CD	=	Certificate of Deposit
GDB	=	Goldman Sachs Bank

**Key to Dealers:**

FCS	=	FinaCorp Securities
MBS	=	Multi-Bank Securities
MS	=	Mutual Securities
RCB	=	RBC Dain Rauscher
SA	=	Securities America
TVI	=	Time Value Investments
WMS	=	Wedbush Morgan Securities

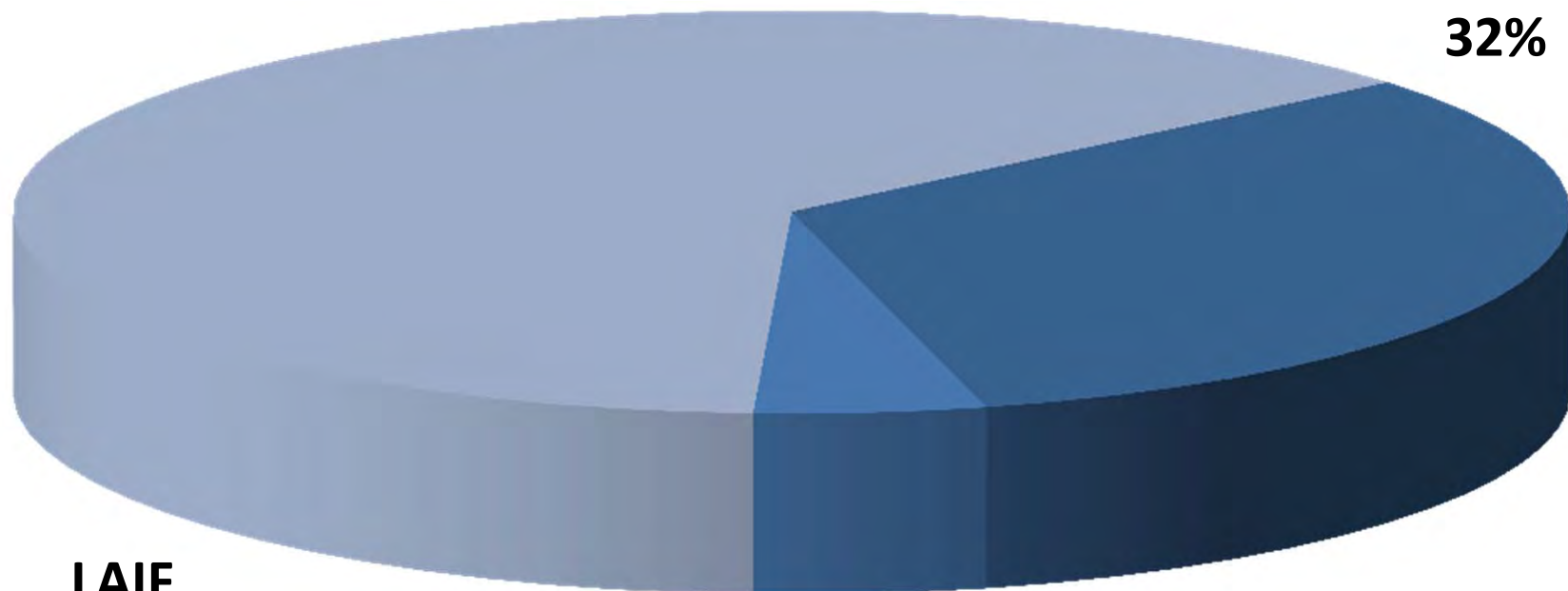
## Interest Rate Analysis



# Investments

**\$45,509,572**

**Securities,  
\$14,609,910,  
32%**



**LAIF,  
\$28,714,755,  
63%**

**CalTRUST,  
\$2,184,907,  
5%**

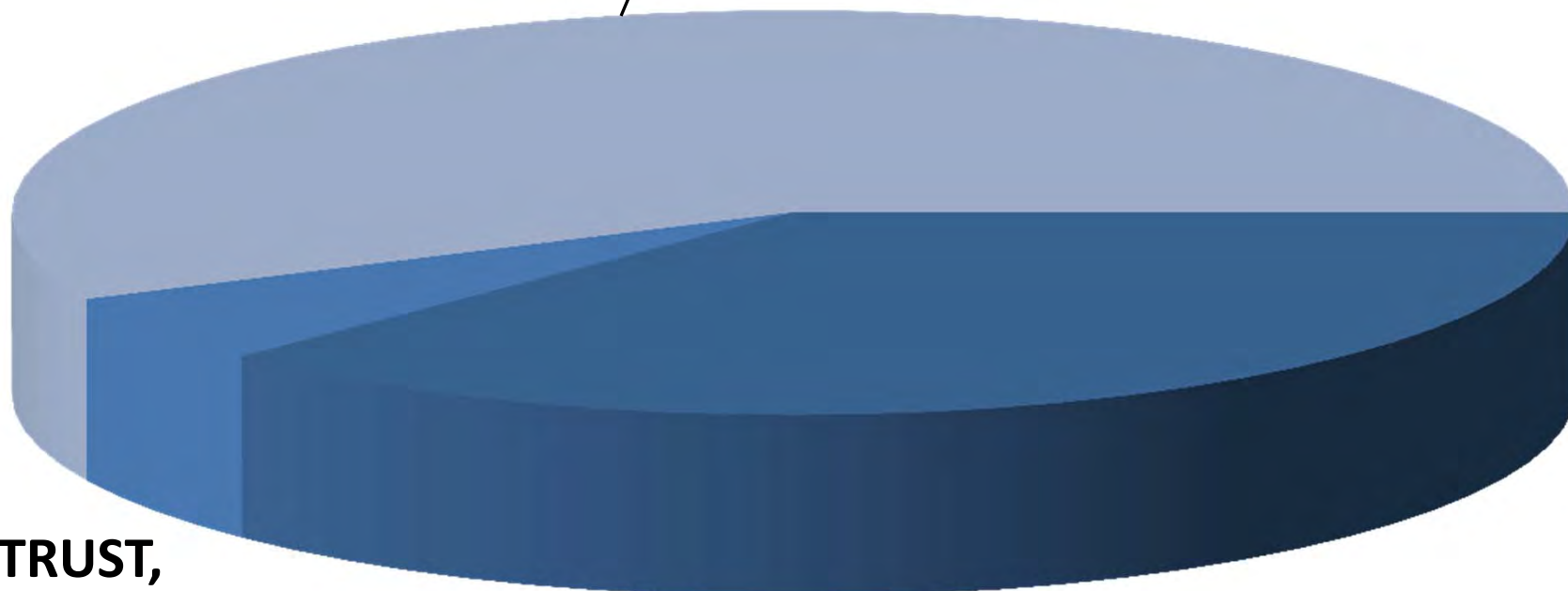
# Interest

\$46,342

LAIF, \$26,436,  
57%

CalTRUST,  
\$2,561, 6%

Securities,  
\$17,345, 37%



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## COMMISSION MEMORANDUM NO. 2017.121

**DATE:** September 19, 2017

**TO:** SAWPA Commission

**SUBJECT:** Inland Empire Brine Line Reach V Rehabilitation and Improvement Project, Phase 1 -- Continued Use of Public Relations Consultant

**PREPARED BY:** David Ruhl, Program Manager

### RECOMMENDATION

That the Commission approve Change Order No. 4 with Hammons Strategies in an amount not to exceed \$11,250, increasing the total contract amount to \$78,750 and extending the current Agreement for an additional three (3) months through December 2017.

### DISCUSSION

The Commission originally approved contracting with Hammons Strategies after the original contractor on this project fell far behind schedule and community concerns about traffic disruption and construction impacts mounted. In March 2017, the Commission approved Change Order No. 3 with Hammons Strategies extending the agreement for six months through September 2017. Hammons Strategies has been conducting a public relations program for the Project since May of 2016. Activities have included:

1. Communications (consistent and effective) – assistance with explaining progress, concerns and setbacks constructively in lay terms easily understandable by stakeholders and the public.
2. Proactive preparation and distribution of regular project updates – including posts to Facebook (“We are Temescal Valley”), SAWPA website, and email distribution list of interested stakeholders.
3. Review time-sensitive feedback received and respond promptly as appropriate.
4. Encourage public input and problem solving via the Construction Hotline (phone and email) and promptly follow-up on general and specific inquiries.
5. Daily monitoring of the Temescal Valley Facebook page, ensuring prompt replies to any publicly posted concerns/complaints.
6. Coordinated with a Press Enterprise reporter and photographer on five separate articles. Helped ensure SAWPA’s perspective was well-represented in every case.
7. Assist SAWPA in the development of message points for briefings to the Corona City Council (Reach 1) and Temescal Valley Municipal Advisory Council (Reach 2 and 3).
8. Assist SAWPA in the planning and conduct of a ceremonial cutting of the bypass pipeline celebrating the removal of the bypass pipeline from Corona.
9. Assist SAWPA in obtaining approval to participate in, plan for and attend a Town Hall meeting conducted by Supervisor Jeffries.
10. Assist SAWPA in planning for and participating in the Temescal Valley Faire.
11. Plan for upcoming events and messaging for the remaining year of construction.

Results to date have been very good with lots of opportunities to inform the public of the project, hear concerns regarding driveway access, traffic delays, noise, vibration, dust and aesthetic concerns. The project has benefited from consistent communications, specifically during the more complicated work sections of two-lane roadway which the CIPP installation process occupies one lane for the entire work

week. The Contractor has accelerated their work and went from one installation per week to two installations per week. SAWPA has widely publicized these events so that commuters can avoid Temescal Canyon Road during these periods with the understanding that all aspects of the project remain expedited to reduce public inconvenience.

Going forward, the project will benefit from consistent communications support as work begins in the two-lane road section in front of Tom Farms. Other activities will continue such as preparation of project updates, monitoring of Facebook posts, responding to inquiries and complaints through social media, inviting feedback via the construction hotline, and email, and coordinating with Supervisor Jeffries' office, local and County public officials, and with the Riverside Press Enterprise.

Other Support: Hammonds Strategies will assist with other Brine Line efforts such as marketing to include the update of the marketing plan and materials such as the brochure.

Change Order No. 4 extends the agreement duration by three months to December 2017, and increases the contract amount by \$11,250 (\$3,750/month) for a total contract amount of \$78,750.

<b>Document</b>	<b>Date</b>	<b>Amount</b>
Original Contract	May 12, 2016	\$ 18,000
Change Order No. 1	Sept 21, 2016	18,000
Change Order No. 2	Jan 11, 2017	9,000
Change Order No. 3	Mar 21, 2017	\$22,500
Contract Total to Date		\$ 67,500
Change Order No. 4 (proposed)	Sept 19, 2017	\$ 11,250
<b>Total Contract Amount</b>		<b>\$78,750</b>

### **CRITICAL SUCCESS FACTORS**

1. Minimize disruptions to customers.
2. Ensure that Brine Line value and benefits are known to economic development agencies and others.
5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.
8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

### **RESOURCE IMPACTS**

The Project is being funded by the Brine Line reserves and is supported by an SRF Loan.

#### Attachments

1. Hammonds Strategies Proposed Change Order No. 4





**ACCEPTANCE:**

Consultant accepts the terms and conditions stated above as full and final settlement of any claims arising from or related to this Change Order. Consultant agrees to perform the above described work in accordance with the terms and in compliance with applicable sections of the Contract Specifications. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Provisions of the Contract Specifications.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

\_\_\_\_\_  
Richard E. Haller, P.E., Interim General Manager      Date

**HAMMONS STRATEGIES**

\_\_\_\_\_  
Gale Hammons, Director      Date

## COMMISSION MEMORANDUM NO. 2017.122

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** Approval of Brine Line Rate Model RFP  
**PREPARED BY:** Carlos Quintero, Senior Project Manager

### RECOMMENDATION

It is recommended that the Commission direct staff to issue a request for proposals (RFP) for professional services to prepare a Brine Line rate model.

### DISCUSSION

The current Brine Line rate model was prepared in 2010 by FCS Consultants (the previous version was prepared in 2004). The model inputs have been updated annually to develop Brine Line rates. However, the consultant providing assistance with the model update is no longer available to assist SAWPA with this task.

The proposed model will take inputs regarding the Brine Line prior, current, and expected operating costs, capital improvement program costs, flow data, BOD and TSS loadings, as well as other key financial indicators to recommend the appropriate rates for both direct and indirect dischargers.

The expected model will be provided in MS Excel format, which will allow staff to easily operate and manipulate as required.

A pre-proposal meeting is tentatively scheduled for September 28, 2017 and proposals are due on October 12, 2017. A recommendation to the Commission, for approval of a Task Order to the selected consultant, will be made on November 7, 2017.

Completion of the rate model is expected at the end of 12 weeks after notice to proceed has been issued.

### CRITICAL SUCCESS FACTORS

3. Sufficient funding and reserves for current and future capital and operation and maintenance costs through as stable, predictable, and affordable rates and charges.

### RESOURCE IMPACTS

Funds for the Brine Line rate model are budgeted for FY17-18 under Fund 240 (Brine Line Enterprise Consulting)

Attachments:

1. Inland Empire Brine Line Rate Model RFP

**SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Inland Empire Brine Line Rate Model**

Responses to this Request for Proposal (RFP) shall be submitted to:

Santa Ana Watershed Project Authority  
11615 Sterling Avenue  
Riverside, California 92503

Telephone: (951) 354-4220

**No later than October 12, 2017 at 4:00 p.m. five (5) original copies and one (1) electronic file copy (in PDF format) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Consulting Services for Inland Empire Brine Line (Brine Line) Rate Model. One (1) original copy of the fee proposal shall be submitted in a separate sealed envelope and marked: "Fee proposal". Proposals received after the above specified date and time WILL NOT be accepted.** A pre-proposal meeting will be held at the SAWPA offices (see address above) at 1:30 pm on September 28, 2017. Questions regarding this RFP should be addressed directly to Karen Williams ([kwilliams@sawpa.org](mailto:kwilliams@sawpa.org)).

**1. Introduction**

***Agency Background***

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to provide water supply and protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (Valley), and Western Municipal Water District (WMWD).

SAWPA owns either capacity rights in, or owns outright approximately 93 miles of pipeline referred to as the Inland Empire Brine Line (Brine Line). The Brine Line was initially constructed to provide for saline, non-domestic discharges in order to protect the inland water quality in the upper Santa Ana River Watershed. Figure 1 provides a graphic representation of the Brine Line and its various reaches, 1 through 5.

Reaches 4, 4A, 4B, 4D, 4E and 5 include approximately 73 miles of pipeline ranging from 16 – 48 inches in diameter. Pipeline materials include polyvinyl chloride (PVC) pipe, reinforced concrete pipe (RCP) with full circumferential PVC lining, RCP with 270 degree PVC lining, vitrified clay pipe (VCP), high density polyethylene pipe (HDPE),

PVC lined reinforced concrete pressure pipe (RCPP), ductile iron pipe (DIP), Fiberglass reinforced pipe (FRP) and cured in place pipe (CIPP).

Discharge to the Brine Line is made through either a direct connection (Direct Discharger) or by hauling to one of four collection stations (Indirect Dischargers). All facilities discharging to the Brine Line require a discharge permit.

### ***Project Background (Rate Model)***

It is the intent of SAWPA to obtain the services of a consulting firm to prepare a Rate Model to calculate required rates using Brine Line data and a set of assumptions. Model shall be prepared using MS Excel software. The model shall be delivered to SAWPA and shall be fully accessible for operation and modification by SAWPA staff.

SAWPA's current rate model was designed to establish revenue requirements. Rates are entered and the projected revenue is calculated. The new model shall calculate required rates given a set of assumptions for both direct and indirect (trucked) customers. The model will also calculate lease and loan rates for Treatment and Disposal and Pipeline Capacity as an alternative to purchasing capacity.

## **2. Schedule**

September 20, 2017	Issue Request for Proposals
September 28, 2017	Pre-proposal meeting (1:30 p.m.)
October 12, 2017	Proposals due (4:00 p.m.)
October 18, 2017	Interview panel conducts interview of top proposing firms
November 7, 2017	Recommend award
November 8, 2017	Issue Notice to Proceed

## **3. Proposal Instructions and Conditions**

3.1. **Pre-Contractual Expenses** - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

- 3.2. **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).
- 3.3. **Selection of Multiple Proposals** – Due to the widely varied geographic area and technical requirements, SAWPA has found teams of consultants to be very effective in providing the technical expertise and personnel required to perform services for the Brine Line. Therefore, SAWPA reserves the right to select more than one prospective firm to provide services for all or part of the proposed scope of work.
- 3.4. **Right to Reject Proposal** - SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.
- 3.5. **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.
- 3.6. **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.
- 3.7. **Conflict of Interest** – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the Brine Line to verify a conflict of interest or the appearance of a conflict will not occur. If required, the Consultant shall file a Conflict of Interest Statement with SAWPA.

#### **4. Scope of Work**

The scope of work will include, but not be limited to the following tasks:

- 4.1. Meetings (all at SAWPA offices unless noted otherwise): kick-off, progress, review of initial model, presentation of model to SAWPA and member agency staffs in a workshop format, presentation of final model, model turnover/SAWPA staff training. All meeting shall take place by video conference software such as Webex, Gotomeeting, or similar; or teleconferences, to the extent possible.

- 4.2. Preparation of rate model using MS Excel, to be delivered to SAWPA per the requirements of Appendix X. The model shall be based on the following:
  - A. 50 year operating period (FY18 - 67)
  - B. SAWPA Capital Improvement Program
  - C. SAWPA's proportional share of OCSD's CIP and pipeline O&M costs for the SARI line in Orange County
  - D. Actual costs for last three FYs
  - E. FY18 and FY19 budgeted costs
  - F. Projected costs from FY20 – 67
  - G. Prior 2 year, current and projected discharger volume and loading (BOD, TSS) sorted by member agency

And should be able to calculate the following:

- A. Rates for directly connected dischargers
  - B. Rates for indirectly connected dischargers (trucked)
  - C. Other rates found in the latest rate resolution
  - D. Lease and loan rates for Treatment and Disposal and Pipeline Capacity (See 4.3 below).
- 4.3. Lease and Loan Capacity Pools. Add calculations to the rate model including the ability to modify assumptions used.
- 4.4. Review reserve (replacement) funds balance requirements and provide recommendations for any changes.
- 4.5. Summarize data, information, and results in a Technical Memorandum. Conduct a workshop with SAWPA staff and member agency staff, and aid SAWPA staff in presenting a summary to the Commission. Issue a final technical memorandum incorporating comments received from SAWPA staff, member agency staff and the Commission.
- 4.6. Data provided by SAWPA to the consultant in MS Excel in no particular format.
  - A. SAWPA Capital Improvement Program
  - B. SAWPA's proportional share of OCSD's CIP and pipeline O&M costs for the SARI line in Orange County
  - C. Actual costs for last three FYs
  - D. FY18 and FY19 budgeted costs
  - E. Projected operating costs for next 5 years
  - F. Prior 2 years, current and projected discharger volume and loading (BOD, TSS) sorted by member agency.

## 5. **Project Schedule**

The Consultant shall conduct a kick-off meeting within one (1) week from notice to proceed. SAWPA anticipates the total time to complete the work is 12 weeks.

## **6. Fee proposal requirements**

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

- 6.1 Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
- 6.2 For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services. The labor breakdown shall be compiled by project task, and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. For each task sum the total hours and the total cost. The sum of all task hours and task cost shall be provided. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal, and will be used in negotiating the final fee amounts for the contract agreement. Optional tasks shall be detailed as described above for all tasks. Optional tasks shall be broken out separately and not included in the sum of all task hours and all task costs. For each optional task sum the total hours and the total cost.
- 6.3 The Consultant shall detail the hours allocated to meetings by meeting type (kickoff, bi-weekly coordination, Commission, etc).
- 6.4 The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants.
- 6.5 SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top ranked Consultant.
- 6.6 Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

## **Proposal Requirements**

Although no specific format is required by SAWPA, this section is intended to provide guidelines to the Consultant regarding features, which SAWPA will look for and expect to be included in the proposal.

### **Content and Format**

SAWPA requests that submitted proposals are organized, presented in an understandable format, and relevant to the services requested. Consultant's proposals



shall be clear, accurate, and comprehensive. Excessive or irrelevant material is not of benefit and will not contribute to overall evaluation.

Proposals should be limited to pertinent information. Proposal should be no more than **fifteen (15) typed pages** (based on an 11-point minimum font size). Resumes, cover letter and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in separate cover, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

- Cover or transmittal letter
- Table of Contents, page numbering
- Project Approach and Scope of Services
- Project Team and Organization Diagram
- Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects
- Brief resumes of key staff and sub-consultants (In Appendix)
- A minimum of three (3) relevant and appropriate references
- Project schedule
- Breakdown of total hours by Task. Total hours include Consultant personnel and subconsultants.
- Contract Exceptions, Proof of Insurance
- Fee proposal, billing rates for staff. In addition, the fee proposal shall include a breakdown of hours by type of personnel identified as part of the project team. **(submitted in a separate sealed envelope).**

Some of these areas are described in further detail below:

#### **Cover or Transmittal Letter**

An individual authorized to bind the Consultant shall sign the proposal and fee proposal. The proposal shall contain a statement that the proposal and fee are valid for at least a 90-day period.

#### **Project Approach and Scope of Services**

A description of the work program that will be undertaken shall be included in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that should be anticipated during the contract, and suggestions for approaches to resolving them. Any proposed deviations to the scope of work as described herein should be clearly noted.

#### **Project Team and Organization Diagram**

The purpose of this section is to describe the organization of the project team including sub-consultants and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with SAWPA. An organizational diagram shall be submitted showing all key team members, their office

location, and the relationship between SAWPA, the project manager, key staff, and sub-consultants. There also shall be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization.

### **Project Schedule**

A project schedule shall be included which identifies the timetable for completion of tasks, activities, and phases of the project that correlate with the scope of work for the project. There should be a brief discussion of any key assumptions used in preparing the timetable, and identification of critical tasks and/or events that could impact the overall schedule.

### **Contract Exceptions, Proof of Insurance**

The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

The Consultant shall furnish, with the proposal, proof of insurance coverage to the minimum levels identified in Section 8.

### **Fee Proposal (In Separate Sealed Envelope)**

A Fee Proposal shall be submitted per the requirements of Section 6.

## **8.1 General Requirements**

## **8.2 Insurance Requirements**

**The Consultant shall furnish, with the proposal, proof of the following minimum insurance coverage. Full information on insurance requirements is listed in Appendix A.** These minimum levels of coverage are to be maintained for the duration of the project:

- a. Obtain a Commercial **General Liability and an Automobile Liability** insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable.
- b. Obtain a policy of **Professional Liability** (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00

per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability.

- c. Obtain a policy of **Employer's Liability** insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.
- d. Provide **worker's compensation** insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities.

The Consultant is encouraged to contact its insurance carriers during the Proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

## **8.2 Standard Form of Agreement**

The selected Consultant will enter into an agreement with SAWPA based upon the contents of the RFP and the Consultant's proposal. SAWPA's standard form of agreement is included as **Appendix A**. The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

## **8.3 Assigned Representatives**

SAWPA will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a project manager who shall be identified in the proposal. The Consultant's representative shall remain in responsible charge of the Consultant's duties from the notice-to-proceed through project completion. SAWPA's representative shall approve any substitution of representatives or sub-consultants identified in the written proposal. SAWPA reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

## **9. Consultant Evaluation and Selection Process**

SAWPA's consultant evaluation and selection process is based on comprehensive review of the proposals for professional services. The following criteria will be used in evaluating the proposals:

1. Understanding of the project requirements including identification of critical elements and key issues for successful project implementation.

2. Technical approach and work plan for the project, including innovative approaches
3. Relevant qualifications and experience of the, firm, project manager, other key individuals, and sub-consultants and past performance and experience.
4. Schedule
5. Quality control procedures
6. Results of reference checks
7. Clarity of proposal and compliance with proposal requirements

Firms submitting the best proposals may be invited to an interview conducted by a selection panel made up of representatives from SAWPA member agencies, sub-agencies, and/or SAWPA staff. The number of firms to be invited for interviews is at the discretion of SAWPA. The interview format and details will be included in the interview invitation letter. SAWPA recognizes the significant effort required to respond to this RFP and therefore discourages any firm or team which lacks the required experience to submit a proposal for evaluation.

SAWPA may negotiate a contract with the most qualified firm or firms for the desired consulting services and compensation level, which SAWPA determines is fair and reasonable. Failing a successful negotiation with the best-qualified firm or firms, SAWPA will terminate negotiations and continue the negotiation process with the next most qualified firm(s), in order to obtain the services at a fair and reasonable price, until an agreement is reached, a firm is selected, and an agreement is executed.

## **10. Attachments**

Appendix A – Standard Form of Agreement  
Appendix X – Electronic Deliverables

## **11. Available Documents**

The following reference documents are available for download from SAWPA (Dropbox). Please e-mail Regina Patterson at [rpatterson@SAWPA.org](mailto:rpatterson@SAWPA.org) to receive download instructions.

1. 2010 Rate Model Report
2. Reserve Account Minimum Amount Recommendations (White Paper)
3. 2010 Rate Model (images/screenshots only)
4. 2018 and 2019 budgets (Fund 240)
5. Draft Lease and Loan Capacity Pools Agreement

## PROPOSAL AUTHORIZATION

**(Please provide this document (or exact information) on your letterhead)**

I certify I am authorized to submit a binding proposal on behalf of my company, (enter company name), and this proposal conforms to required specifications unless otherwise noted.

---

Company Name

---

Proposal Submitted by

---

Title

---

Signature

---

Date

---

Email

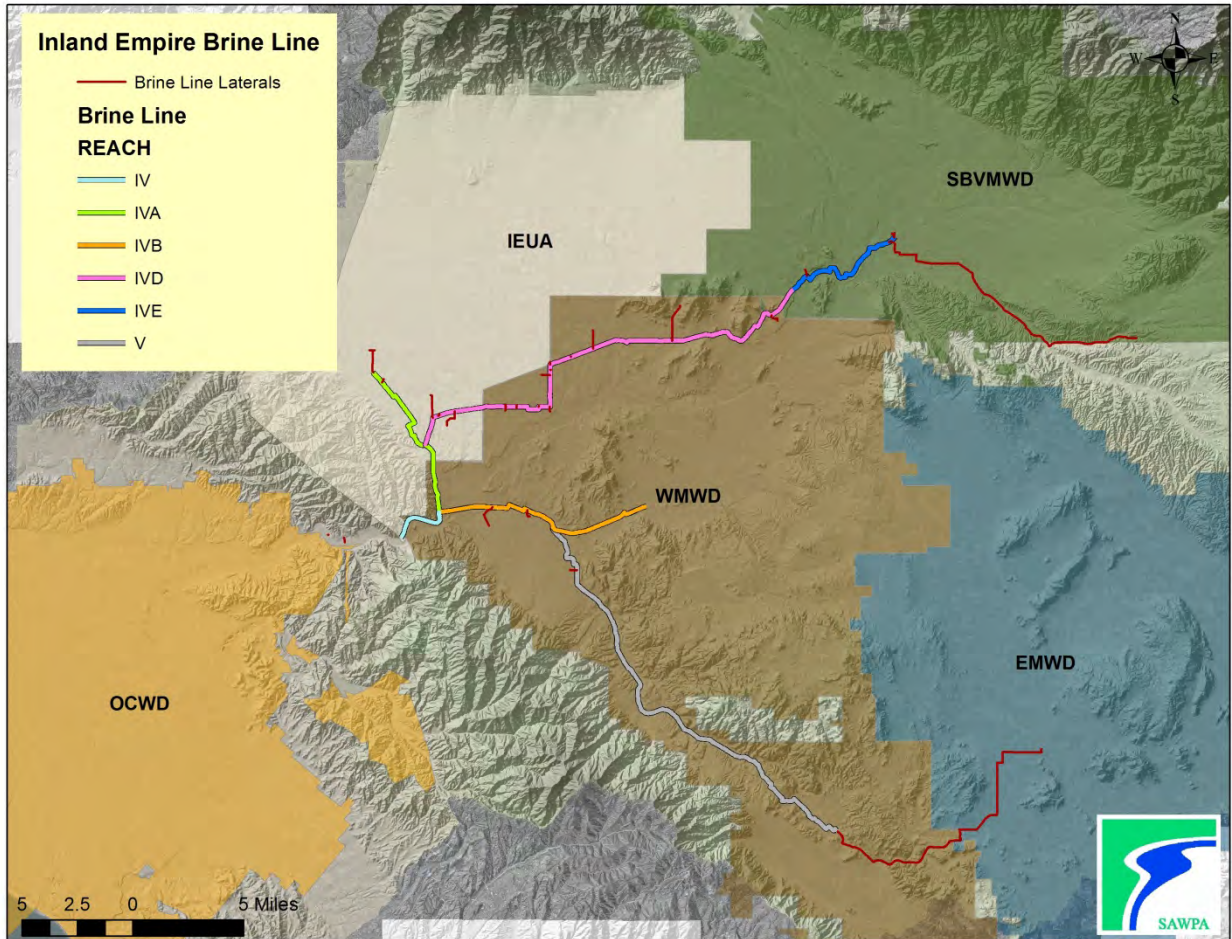
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Telephone Number

---

Facsimile Number

Figure 1





## Appendix A

### **SANTA ANA WATERSHED PROJECT AUTHORITY** **AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, **2017** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and \_\_\_\_\_ ("Consultant") whose address is \_\_\_\_\_.

#### **RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

#### **AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

#### **ARTICLE I**

##### **TERM OF AGREEMENT**

**1.01** This agreement shall become effective on the date first above written and shall continue until **December 31, 20\_\_**, unless extended or sooner terminated as provided for herein.

#### **ARTICLE II**

##### **SERVICES TO BE PERFORMED**

**2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

**2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant

shall not subcontract any work to be performed without the prior written consent of SAWPA.

### **ARTICLE III**

#### **COMPENSATION**

**3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

**3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

**3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

**3.04** Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

### **ARTICLE IV**

#### **CONSULTANT OBLIGATIONS**

**4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

**4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

**4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

**4.03a** Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as



broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

**4.03b** Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

**4.03c** Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

**4.03d** Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

**4.03e** Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

**4.03f** Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

**4.04** Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

**4.05** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

**4.06** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

## **ARTICLE V**

### **SAWPA OBLIGATIONS**

**5.01** SAWPA shall:

**5.01a** Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

**5.01b** Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

## **ARTICLE VI**

### **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

**6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

**6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

**6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

**6.04** In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

#### **ARTICLE VII**

#### **CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS**

**7.01** In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

#### **ARTICLE VIII**

#### **TERMINATION OF AGREEMENT**

**8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

**8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

**8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

#### **ARTICLE IX**

#### **CONSULTANT STATUS**

**9.01** Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

**9.02** Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

## **ARTICLE X**

### **AUDIT AND OWNERSHIP OF DOCUMENTS**

**10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

**10.02** Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

**11.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

**11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

**11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

**11.05** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

**11.06** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

**11.07** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

**11.08** During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**In witness whereof**, the parties hereby have made and executed this Agreement as of the day and year first above-written.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

---

Richard E. Haller, P.E., Interim General Manager    Date

**(CONSULTANT NAME)**

---

*(Signature)*

Date

Typed/Printed Name

# Appendix X. Electronic Deliverables

## X.1 PRODUCTS

All products that are identified as deliverables under this Contract/Task Order/Work Order (including, but not limited to documents, data analyses, databases, maps, graphics, images, design drawings, and Geographic Information System [GIS] data) will be provided to SAWPA in electronic format in accordance with the project delivery schedule.

Unless specified elsewhere in the Contract/Task Order/Work Order, SAWPA will have no license restrictions, and may use the electronic files/data for purposes it deems appropriate.

## X.2 FORMATS

All deliveries will be provided in native (editable) formats. Additional non-native formats (e.g., Adobe Acrobat) will also be provided as described below.

SAWPA's standard data file formats are:

- Documents (including Desktop Publishing)
  - Microsoft Word 2010 or later
- Tables/Spreadsheets
  - Microsoft Excel 2010 or later
- Presentations
  - Microsoft PowerPoint 2010 or later
- Databases
  - Microsoft Access 2010 or later
  - Microsoft SQL Server 2008 or later
- Project Schedules
  - Microsoft Project 2010 or later
- Computer Aided Drafting (CAD) - Design Drawings, etc.
  - AutoDesk AutoCAD 2016 or later
- Graphics/Images
  - Adobe Illustrator CS5 or later
  - Adobe Photoshop CS5
  - Microsoft Visio 2010 or later
  - Standard JPG format
  - TIF 4 format
- Web Information
  - HTML
  - Adobe Acrobat XI or later Portable Document Format (PDF)
- GIS Data
  - File Geodatabase
  - GIS Shapefiles
  - Data in ODBC-compatible format, preferably one of the following
    - Microsoft Access (for relational data)
    - Microsoft SQL Server (for more complex relational data)
  - GIS Applications to be fully compatible with ArcGIS 10.x or later
  - See Section X.3 for specifications
- Field mapping (GPS data)
  - Mapping formats to be one of the following
    - Trimble Pathfinder-compatible files

- GIS format files listed above
- Analytical Data Formats
  - Standard Electronic Data Deliverable (EDD) formats as used by certified laboratories
- Applications
  - Specifications to any applications (specialized software, scripts, code, Plug-Ins, etc.) required as part of the Contract/Task Order/Work Order will be detailed in the body of Statement of Work.

### **X.3 SPECIFICATIONS (GIS AND RELATED DATA)**

In general, data provided to SAWPA for use in SAWPA's GIS will be fully compatible with SAWPA's GIS. Therefore, the following specifications will be followed:

- All data will be provided in Universal Transverse Mercator (UTM), Zone 11 meters, North American Datum (NAD) of 1983
- All vector data will be provided in shape file or file geodatabase format
- All rrid data will be provided in ESRI GRID, ESRI TIN, or US Geological Survey DEM format
- All image data (e.g., satellite imagery/aerial photos) will be provided in formats that are fully compatible with ESRI ArcGIS 10.X at no cost for plug-ins, Extensions, or other software tools
- All database information tied to the GIS will be fully compatible/functional with SAWPA's GIS with no additional software requirements
- All data will have sufficient metadata to identify as a minimum
  - Data description
  - Data sources
  - Data creator
  - Data creation date
  - Data accuracy.
- Metadata formats will be in ESRI Catalog format, based on accepted metadata standards (e.g., the Federal Geographic Data Committee, the CADD/GIS Technology Center's Spatial Data Standards, or other recognized standards format). Documents associated with metadata will identify the format/standards being used.

### **X.4 DELIVERY OF ELECTRONIC FILES**

For each delivery specified, and for each version specified (e.g., Draft and Final Reports; 35%, 60%, 90%, 100%, and As-Built Design Drawings), the Consultant will provide electronic copies of the files in addition to any specified hard copies on the same schedule, unless otherwise specified in the schedule of deliverables. Delivery of electronic files does not substitute for required delivery of hard copies, unless approved in writing by SAWPA's Project Manager.

**Review Files.** In addition to native file format deliveries, Contractor will provide ALL report, map, graphic, and drawing deliverables in Adobe Acrobat PDF files. The PDF files will faithfully represent the completed hard copy document in terms of color pages, page sizes, etc. These files will be fully integrated files in proper page order, with graphics, tables, attachments, etc. inserted in their proper location in the document (or connected using the Link function). PDF files exceeding 10 pages in length will use internal hyperlinks (in Table of Contents) and/or use Acrobat's Bookmark features to enable easy navigation throughout the file. PDF files will be ready for posting to SAWPA's web site (if deemed appropriate) or distributed for review as part of a technical/peer/management review process.



**Media.** Delivery method for formal contract deliverables will be specified and approved by SAWPA's Project Manager, but will be one of the following (in general order of preference):

- Via email to SAWPA's Project Manager (for deliverables less than 15 MB, or time critical)
- USB Flash Drive
- Posted to Consultant's FTP or Dropbox

## **X.5 EXCEPTIONS**

Exceptions to these formats may be allowed in some cases. All exceptions will be approved within the body of the Contract/Task Order/Work Order or in writing by the Project Manager AND the Information Systems/Data Management Manager.

# Inland Empire Brine Line Rate Model

Item 5.B.

September 19, 2017

# Brine Line Rate Model

## Recommendation to SAWPA Commission

- Direct staff to issue a request for proposals (RFP) for professional services to prepare a Brine Line rate model.

# Brine Line Rate Model

- Updated every 5-7 years:
  - Previous updates:
    - 2004 – Glenn Reiter & Associates
    - 2010 – FCS Group
    - 2017 (Proposed) – Consultant TBD
- Purpose:
  - Prepare a simple to use, MS Excel based, rate model.



# Brine Line Rate Model

- Scope of Work
  - Evaluate current rate structure, recommend changes
    - Direct Dischargers
    - Indirect Dischargers
  - Recommend target reserve balances
  - Evaluate impacts of future revenues and expenses

# Brine Line Rate Model

## Recommendation to SAWPA Commission

- Direct staff to issue a request for proposals (RFP) for professional services to prepare a Brine Line rate model.

## COMMISSION MEMORANDUM NO. 2017.123

**DATE:** September 19, 2017

**TO:** SAWPA Commission

**SUBJECT:** Inland Empire Brine Line Ordinance No. 8 and Resolution 2017-11 Establishing Local Limits and Best Management Practices Requirements, Inland Empire Brine Line

**PREPARED BY:** Lucas Gilbert, Manager of Permitting and Pretreatment

### RECOMMENDATION

It is recommended that the Commission:

1. Hear a presentation on the proposed Ordinance No. 8 and Resolution 2017-11,
2. Conduct a public hearing on Ordinance No. 8 and Resolution 2017-11 to receive comments, and
3. Consider adopting Ordinance No. 8 and Resolution 2017-11.

### DISCUSSION

The Ordinance, titled "Ordinance No. 8 - An Ordinance of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line," when adopted, will supersede Ordinance No. 7. Ordinance No. 8 was developed by modifying the current Ordinance No. 7. Changes to the Ordinance include but are not limited to:

- **Permit Terms:** The potential maximum issued periods for permits have been lengthened.
- **Corrosion, Fouling, Occlusion, or Damage:** Discharges causing corrosion, fouling, occlusion, or damage are prohibited.
- **Enforcement Response Schedules:** Procedural Reporting and response schedules have been defined for mechanisms of compliance.
- **Letter to Discharge:** Addition of a new control mechanism authorizing users to discharge previously unauthorized classes of wastewater. The discharge volume is generally limited to less than 1 million gallons.
- **Permit Transfers:** Ordinance language has been strengthened to prohibit permit transfers triggered by sale or change of ownership. Notification of sale or change of ownership has also been clarified.
- **Temporary Permits:** New permit type for facilities that have undergone a transfer in ownership.
- **SAWPA Wastestream Correction Formula:** Formula used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-process Wastestreams.
- Numerous Administrative changes.

Resolution No. 2017-11, A Resolution of the Commission of the Santa Ana Watershed Project Authority Establishing Local Limits and Best Management Practices Requirements, will supersede Resolution No. 2011-13. A technical evaluation required by the Orange County Sanitation District NPDES permit resulted in 11 changes to the Resolution Establishing Local Limits and Best Management Practices Requirements concentration and mass-based limits. A comparison of new/amended and existing Maximum Allowable Local Discharge Limits is shown below:

Pollutant of Concern	Local Limits, mg/L		Wastehauler Limits, mg/L	
	New/Amended	Existing	New/Amended	Existing
BOD	Mass Allocation	15,000 lb/day	-	-
Ammonia	Mass Allocation	-	-	-
Chromium (Total)	20.0	2.0	35.0	2.0
Silver	15.0	5.0	-	-
Arsenic	2.0	2.0	-	-
Cadmium	1.0	1.0	1.0	1.0
Copper	3.0	3.0	25.0	25.0
Lead	2.0	2.0	10.0	10.0
Mercury	0.03	0.03	-	-
Nickel	10.0	10.0	10.0	10.0
Zinc	10.0	10.0	50.0	50.0
Molybdenum	2.3	-	-	-
Selenium	3.9	-	-	-
1,4-Dioxane	1.0	-	-	-
Total Toxic Organics	-	0.58	-	-
Cyanide (Amenable)	-	1.0	-	-
Cyanide (Total)	5.0	5.0	-	-
Petroleum O&G	100.0	100.0	-	-
Total Sulfides	5.0	5.0	-	-
Dissolved Sulfides	0.5	0.5	-	-
pH (s.u.)	6.0-12.0	6.0-12.0	6.0-12.0	6.0-12.0
PCBs	0.01	0.01	-	-
Pesticides	0.01	0.01	-	-

Since the draft Ordinance and Local Limits Resolution documents were released for public comment on August 1, 2017, additional changes may be made based upon the comments received. These changes will be summarized at the meeting.

A workshop to review the proposed Ordinance and Local Limits Resolution with the Brine Line dischargers was conducted on August 24, 2017. No comments that required a change to either draft documents were received at the workshop. The meeting notes and summary of questions and comments from the August 24, 2017 workshop is included as attachment 3.

The draft Ordinance and Local Limits Resolution have been reviewed by the agencies and Orange County Sanitation District and their comments/requested revisions incorporated as appropriate. The draft Ordinance and Local Limits Resolution were distributed to the agencies and dischargers and posted to the website on August 1, 2017. Comments were requested by September 11, 2017. Staff will present a summary of comments received at the meeting.

### CRITICAL SUCCESS FACTORS

Critical Success Factor 8. Operate the Brine Line to: (1) protect the OCS D treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

### RESOURCE IMPACTS

Work on the Inland Empire Brine Line Pretreatment Program is funded from Fund 240P.

Attachments:

1. Draft Resolution No. 2017-11
2. Draft Ordinance No. 8
3. Brine Line Discharger Workshop Meeting Notes
4. PowerPoint Presentation



## RESOLUTION NO. 2017-11

### A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING LOCAL LIMITS AND BEST MANAGEMENT PRACTICES REQUIREMENTS

**WHEREAS**, the Commission of the Santa Ana Watershed Project Authority (hereinafter "SAWPA") adopted Ordinance No. 8 (hereinafter "Ordinance"), an Ordinance Establishing Regulations for the Use of the Santa Ana Regional Interceptor, now commonly referred to as the Inland Empire Brine Line (hereinafter "Brine Line"); and

**WHEREAS**, the Ordinance provides for the establishment and implementation of pollutant limitations that are technically developed as Local Limits by Orange County Sanitation District (hereinafter "OCSD") pursuant to 40 Code of Federal Regulations 403.5(c) and amendments thereto; and

**WHEREAS**, Section 101.A.7 and Sections 201.L. and 201.O of SAWPA Ordinance No. 8 requires the prevention of discharges which are detrimental to Brine Line operations and could cause sanitary sewer overflows; and

**WHEREAS**, high concentrations of Biochemical Oxygen Demand (BOD) and Fats, Oils, and Grease (FOG) have been detrimental to Brine Line operations necessitating limits and standards regarding concentration; and

**WHEREAS**, BOD is unlikely to cause adverse effects to the Brine Line in small quantities, and a de minimus volume, not to exceed 5,000 gpd is hereby established as an exception to the BOD demonstration value. Said discharges shall still comply with all other adopted limitations including but not limited to mass limitations, prohibited standards and other general and specific limitations; and

**WHEREAS**, it has been determined that significantly high concentrations of BOD have the potential to cause adverse effects to the Brine Line and that the implementation of effective Best Management Practices (BMPs) should substantially lower the incidence of said discharges; and

**WHEREAS**, it has been determined the Local Limit previously developed for the parameter of Dissolved Organic Carbon (DOC) is no longer necessary and has been removed; and

**WHEREAS**, OCSD developed new prohibitions, limitations, and requirements with the establishment of Ordinance No. OCSD-48; and

**WHEREAS**, limitations and requirements are necessary to assure compliance with OCSD's National Pollutant Discharge Elimination System (hereafter NPDES) Permit, including the prohibition against pass through of any pollutants that can cause a violation of the NPDES Permit or cause an interference with OCSD's Publicly Owned Treatment Works (hereafter POTW), to protect OCSD's POTW and its workers, to reclaim and reuse municipal waters and

sludges, and to comply with agreements between SAWPA and OCSD, this resolution establishes the authority, implements provisions and FINDS:

- A. That OCSD is required by federal and state law, including the Clean Water Act (33 U.S.C. 1251, et seq.), the General Pretreatment Regulations (40 CFR 403), and the Porter- Cologne Water Quality Control Act (Water Code Sections 13000, et seq.), to implement and enforce a program for the regulation of Wastewater discharges to OCSD's sewers; and
- B. That OCSD is required by federal, state, and local law to meet applicable standards of treatment plant effluent quality; and
- C. That SAWPA is the Delegated Control Authority (DCA) acting under OCSD, who is the Control Authority (CA); and
- D. That the roles and authorities of CA and DCA are also defined to the extent in
  1. Memorandum of Understanding Between Santa Ana Watershed Project Authority and County Sanitation Districts of Orange County Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor, effective April 1, 1991 (1991 MOU);
  2. Wastewater Treatment and Disposal Agreement between County Sanitation Districts Nos. 1, 2, 3, 5, 6, 7, 11, 13, and 14 of Orange County, California (collectively "Districts"), each of which is a county sanitation district organized and existing pursuant to California Health & Safety Code section 4700 et seq., effective July 24, 1996 (1996 Agreement);
  3. First Amendment to Wastewater Treatment and Disposal Agreement between the SAWPA and OCSD, effective as of November 21, 2013 (2013 Amendment);
  4. SAWPA Pretreatment Program Side Letter between the Santa Ana Watershed Project Authority and the Orange County Sanitation District, effective on March 13, 2014 (2014 Side Letter);
  5. 1972 Wastewater Interceptor Capacity Agreement between the Santa Ana Watershed Project Authority and the Orange County Sanitation District, effective as of April 12, 1972;
  6. Ordinance No. OCSD-48, An Ordinance of the Board of Directors of the Orange County Sanitation District Amending Wastewater Discharge Regulations, and Repealing Ordinance No. OCSD-39;
- E. That the adoption of this resolution is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a) and categorically exempt pursuant to California Code of Regulations Sections 15307 and 15308.; and

**WHEREAS**, pollutant limitations and requirements shall be continually developed as necessary and shall be adopted by Resolution;

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the Santa Ana Watershed Project Authority hereby establishes, determines, and orders:

Section 1. The Commission hereby establishes the following Local Limits and Best Management Practices (BMP) Requirements:

LOCAL NON-DOMESTIC WASTEWATER LIMITATIONS CONCENTRATION VALUES

<b>Pollutant <sup>(1)</sup></b>	<b>Maximum Daily Limit (mg/L)</b>
1,4-dioxane	1.0
Arsenic	2.0
Cadmium	1.0
Chromium (Total)	20.0
Copper	3.0
Lead	2.0
Mercury	0.03
Nickel	10.0
Selenium	3.9
Silver	15.0
Zinc	10.0
Cyanide (Total)	5.0
Molybdenum	2.3
Polychlorinated biphenyls (PCB)	0.01
Pesticides	0.01
Sulfide (Total)	5.0
Sulfide (Dissolved)	0.5
Oil and Grease (Mineral/Petroleum Oil Origin) <sup>(2)</sup>	100.0
Fats, Oil and Grease (FOG)	500.0

<sup>(1)</sup> Users subject to Federal Categorical Pretreatment Standards may be required to meet more stringent limits.

<sup>(2)</sup> Oil and Grease of mineral or Petroleum Origin is also known as Petroleum Oil and Grease Silica Gel Treated n-Hexane Extractable Material.

#### MASS (LBS/DAY) LIMITATION

<b>Pollutant</b>	<b>Maximum Daily Limit (lbs/day)</b>
Ammonia	Report (**)
Biochemical Oxygen Demand	Report (**)

(\*\*) Users may be required to monitor for and report the analytical results for required parameters at a frequency as specified in a wastewater discharge permit or other control mechanism.

**BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS\*\***

<b>Pollutant</b>	<b>Average Daily Concentration (mg/L) During any Month</b>
Biochemical Oxygen Demand	12,000

\*\* *BMP Requirements apply to permitted users with flow volumes greater than 5,000 gpd (calculated as a seven-day average) which cannot achieve consistent compliance with the BMP demonstration value listed above. Said users shall be required, as a condition of their Waste Discharge Permit, to develop BMPs which include, but are not limited to:*

- a. Identifying and evaluating the source and volumes of pollutants being discharged to the Brine Line;*
- b. Implementing spill prevention and countermeasures plans;*
- c. Evaluating additional treatment or disposal options; and*
- d. Evaluating recycle or reuse opportunities.*

Section 2. pH shall be between 6.0 and 12.0.

Section 3. In those cases where a SAWPA Industrial Non-Process Wastestream is comingled with a SAWPA Industrial Process Wastestream, as defined by Ordinance, prior to a designated monitoring point the SAWPA Wastestream Correction Formula may be used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-Process Wastestreams.

$$C_A = \frac{C_C(\sum_{N=1}^M F_N)}{F_T}$$

Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process Wastestream(s)

$C_C$  = Local Limit for the pollutant constituent

$F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

$F_T$  = Average daily flow for all wastestreams through the sample point

M = Total number of SAWPA Industrial Process Wastestreams

Section 4. The Local Limits and BMP Requirements established by this Resolution shall become effective immediately. Industry Specific BMP Requirements will be incorporated as a permit condition that includes a compliance schedule which shall not exceed one (1) year from the effective date of the permit change. All previous Resolutions and Ordinances relating to Local Limits are hereby rescinded in their entirety.

**ADOPTED THIS XX day of XX, XX.**

**Santa Ana Watershed Project Authority**

BY: \_\_\_\_\_  
Commission Chair

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**ORDINANCE NO. 8**

AN ORDINANCE OF THE SANTA ANA WATERSHED PROJECT AUTHORITY  
ESTABLISHING REGULATIONS FOR THE USE OF THE  
INLAND EMPIRE BRINE LINE

BE IT ORDAINED BY THE COMMISSION OF THE  
SANTA ANA WATERSHED PROJECT AUTHORITY  
AS FOLLOWS:

**PREAMBLE**

**ARTICLE 1  
GENERAL PROVISIONS**

- 101.0 Purpose and Policy
- 102.0 Authorization
- 103.0 Definitions
- 104.0 Administration
- 105.0 Notice
- 106.0 Confidentiality
- 107.0 Time Limits

**ARTICLE 2  
GENERAL PROHIBITIONS AND  
LIMITATIONS ON DISCHARGES**

- 201.0 Prohibited Waste Discharges
- 202.0 Dilution Prohibited as a Substitute for Treatment
- 203.0 Limitations on Groundwater, Surface Runoff, and Subsurface Drainage
- 204.0 Limitations on Unpolluted Water
- 205.0 Limitations on Domestic Wastewater and Septage Waste
- 206.0 Limitations on Point of Discharge
- 207.0 Limitations on the Use of Grinders
- 208.0 Limitations on Biochemical Oxygen Demand (BOD)
- 209.0 Limitations on Infectious Waste Disposal
- 210.0 Limitations on Disposal of Waste Solutions and Sludges
- 211.0 Slug Discharges
- 212.0 Limitations on Wastewater Originating from Outside the Service Area
- 213.0 Federal Categorical Pretreatment Standards

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**ARTICLE 3  
WASTEWATER DISCHARGE CONTRACTS  
USER CHARGES AND FEES**

- 301.0 Introduction
- 302.0 Wastewater Discharge Contract between SAWPA and a Member Agency or Contract Agency
- 303.0 Wastewater Discharge Contracts Between a Member Agency and a User of the Brine Line or Tributaries Thereto
- 304.0 User Charges and Fees

**ARTICLE 4  
WASTEWATER DISCHARGE PERMITS**

- 401.0 Introduction
- 402.0 Wastewater Discharge Permits
- 403.0 Permit Duration
- 404.0 Duty to Comply
- 405.0 Permit Renewal, Extension and Fees
- 406.0 Permit Modifications
- 407.0 No Permit Transfer or Assignment
- 408.0 Wastewater Discharge Contract Capacity Rights
- 409.0 Operational Emergency Discharge
- 410.0 Liquid Waste Hauler Permits
- 411.0 Collection Stations
- 412.0 Groundwater, Surface Runoff, and Subsurface Drainage
- 413.0 Wastewater from Outside the SAWPA Brine Line Service Area

**ARTICLE 5  
MONITORING, REPORTING, INSPECTION,  
AND FACILITY REQUIREMENTS**

- 501.0 Monitoring and Reporting
- 502.0 Inspection
- 503.0 Inspection Warrants
- 504.0 Record Keeping
- 505.0 Flow Measurement
- 506.0 Interceptor Requirements
- 507.0 Standard Interceptor Designs
- 508.0 Interceptor Maintenance
- 509.0 Liquid Waste Haulers
- 510.0 Use of and Damage to SAWPA Equipment or Facilities
- 511.0 Separation of Domestic and Industrial Waste

1	512.0	Limitations on Wastewater Strength
2	513.0	Local Limits
3	514.0	Pretreatment of Industrial Wastewaters
4	515.0	Unauthorized Monitoring and Pretreatment Equipment
5		Modifications
6	516.0	Pretreatment Equipment Bypass
7	517.0	Prohibited Discharge of Recovered Pretreatment Waste
8	518.0	Industrial User Modifications
9	519.0	Spill Containment Systems
10	520.0	Facility Waste Management Plan
11	521.0	Notice of Potential Problems to POTW
12	522.0	Written Responses
13	523.0	Falsifying Information

**ARTICLE 6  
ENFORCEMENT**

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19	600.0	Purpose and Scope
20	601.0	Enforcement Response Plan (ERP)
21	602.0	Administrative Violations
22	603.0	Violations of Discharge Limitations
23	604.0	Unclassified Violations
24	605.0	Separate Violations
25	606.0	Administrative Orders
26	607.0	Wastewater Discharge Permit Revocation
27	608.0	Termination of Service
28	609.0	Annual Publication Notice
29	610.0	Administrative Complaint
30	611.0	Emergency Suspension
31	612.0	Civil Liability for Violations
32	613.0	Criminal Penalties
33	614.0	Legal Action
34	615.0	Supplemental Enforcement Actions
35	616.0	Remedies Nonexclusive
36	617.0	Payment of Fees, Charges, and Penalties
37	618.0	Damage to Facilities or Interruption of Normal Operations
38	619.0	Appeals
39	620.0	Alternative Enforcement Procedures
40	621.0	Invalidity
41	622.0	Interpretation – Intent
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**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 700.0 Severability
- 701.0 Effective Date
- 702.0 Judicial Review of Ordinance

Draft



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3 **I. PREAMBLE**

4 The Santa Ana Watershed Planning Agency was formed in 1968 to develop a long-range plan  
5 for managing, preserving, and protecting the quality of the water supplies in the Santa Ana River  
6 Basin. After development of the long-range plans, the Santa Ana Watershed Project Authority  
7 (SAWPA) was formed to implement the Planning Agency's recommendations. SAWPA's  
8 programs include the planning, financing, construction and operation of projects that relate to  
9 the water quality and quantity in the Santa Ana River Basin.

10 Various federal, state and local regulatory agencies have established goals and standards to  
11 assure that the highest quality water is made available to the people in the Santa Ana River  
12 Basin. In order to enhance and improve the quality of water in the Santa Ana River Basin and to  
13 ensure compliance with goals and standards set by the regulatory agencies, SAWPA has  
14 implemented many projects to remove contaminants, mainly high saline waters, from the water  
15 supplies. One of the main facilities constructed for this purpose is the Inland Empire Brine Line  
16 (Brine Line) formerly known as the Santa Ana Regional Interceptor (SARI) sewer. This line  
17 transports highly saline wastewater from the watershed to the Orange County Sanitation District  
18 (OCSD) collection system for treatment and disposal to the Pacific Ocean. This isolation of  
19 saline wastewater prevents contamination of the Santa Ana River from the commingling of  
20 these wastewaters with the river water. The use of the Brine Line enables the delivery of higher  
21 quality potable water to the Users of the Santa Ana River Basin waters, particularly in the lower  
22 elevations of the basin in the Orange County area.

23  
24 SAWPA recognized the need to control the quality of waters in the basin as well as wastewaters  
25 discharged to the Brine Line and adopted Ordinance No. 1 in May 1982. The purpose of the  
26 ordinance was to establish the maximum benefit from the use of the Brine Line by providing  
27 procedures to ensure compliance with the requirements placed upon SAWPA by regulatory  
28 agencies and SAWPA's contractual agreements with OCSD.

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30 Upon the effective date of this Ordinance No. 8, Ordinance No. 7, including any amendments  
31 thereto, shall be repealed and superseded by this Ordinance.  
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**ARTICLE I**  
**GENERAL PROVISIONS**

**101.0 PURPOSE AND POLICY.**

The purpose of this Ordinance is to provide for the maximum benefit from the use of the Santa Ana Watershed Project Authority's (SAWPA) facilities. This shall be accomplished by regulating the use of the Inland Empire Brine Line (Brine Line) formerly known as Santa Ana Regional Interceptor (SARI) sewer system and tributaries thereto and the wastewater discharged to this sewer system, by providing for the distribution of the costs of the construction, administration, operation and maintenance of the system, and by providing procedures that will allow SAWPA to comply with all regulatory requirements imposed upon SAWPA by contract requirements and by federal, state, and local agencies.

SAWPA recognizes Orange County Sanitation District's (OCSD's) authority and responsibilities as defined by local, State, and Federal Pretreatment Regulations (40 CFR 403) including their role as the Control Authority and holder of the NPDES permit. As such, SAWPA is committed to providing Pretreatment Program services in accordance with Federal Pretreatment Program Requirements, this Ordinance, the 1991 MOU and 1996 Agreement both between SAWPA and OCSD as described below. SAWPA will further ensure consistency in the implementation of the pretreatment requirements to conform, as appropriate, to the Program adopted by the Control Authority.

In order to conform to limitations and requirements from regulatory agencies, SAWPA must regulate the discharge of wastewater into the Brine Line. This Ordinance shall apply to all Direct or Indirect Users that discharge wastewater tributary to the Brine Line.

A. This Ordinance shall provide for the regulation of wastewater discharges into the Brine Line in accordance with the Federal Government's objectives of general pretreatment regulations as stated in Section 403.2 of Title 40 of the Code of Federal Regulations (CFR) which are for the following purposes:

1. To prevent the introduction of pollutants into the Brine Line that will interfere with the operation of the Orange County Sanitation District's (OCSD) Publicly Owned Treatment Works (POTW), including interference with its use or disposal of municipal biosolids;

2. To prevent the introduction of pollutants into OCSD's POTW which will Pass Through the treatment works, inadequately treated, to the receiving waters or otherwise be incompatible with such works;

3. To improve opportunities to recycle and reclaim municipal and industrial wastewaters and biosolids;

4. To enable SAWPA to comply with requirements from the Federal Environmental Protection Agency and OCSD and any other federal or state laws to

1 which SAWPA and/or OCSD's POTW is subjected;  
2

3 5. To enable SAWPA to control the privileges to any use of the Brine Line and  
4 tributaries thereto;  
5

6 6. To protect and preserve the health and safety of the citizens and personnel of  
7 SAWPA, OCSD, and contracted agencies; and  
8

9 7. To prevent the introduction of pollutants that obstruct flows within the Brine  
10 Line or otherwise cause or contribute to sanitary sewer overflows and to comply with the  
11 provisions of State Water Resources Control Board (SWRCB) adopted Order No. 2006-  
12 0003, a General Waste Discharge Requirement (WDR) for all publicly owned sanitary  
13 sewer collection systems in California with more than one (1) mile of sewer pipe.  
14

15 B. This Ordinance shall apply to all Direct or Indirect Users of the Brine Line and  
16 tributaries thereto. This Ordinance authorizes:  
17

18 1. The issuance of Wastewater Discharge Permits;  
19

20 2. Monitoring, compliance, and enforcement activities;  
21

22 3. Brine Line connection plan check services;  
23

24 4. User reporting requirements;  
25

26 5. The establishment of fees; and  
27

28 6. The equitable distribution of costs resulting from the program established herein.  
29

30 C. This Ordinance shall be administered by the General Manager of SAWPA, under  
31 the control and direction of the SAWPA Commission.  
32

33 D. This Ordinance implements the provisions of the 1991 Memorandum of  
34 Understanding between OCSD and SAWPA "Governing Quality Control of Wastewaters  
35 Discharged" (1991 MOU) to the Brine Line and the 1996 Agreement between OCSD and  
36 SAWPA "Wastewater Treatment and Disposal Agreement" (1996 Agreement) and any current  
37 or future Amendments thereto (Amendments December 1996 and November 2013). This  
38 Ordinance is intended to be at least as protective of OCSD's facilities as OCSD's Wastewater  
39 Discharge Regulations, Ordinance No. OCSD-48 or its successors. SAWPA issued Wastewater  
40 Discharge Permits shall require compliance with both this Ordinance and OCSD's Ordinance  
41 No. OCSD-48, or its successors, and require that in the event of any conflict between the  
42 ordinances the stricter provisions shall apply.  
43

44 **102.0 AUTHORIZATION.** This Ordinance is enacted pursuant to the authorization of the  
45 Municipal Water District Law of 1911, California Water Code Section 71000 et seq., California  
46 Government Code Section 6500 et seq., the Clean Water Act (33 U.S.C. 1251 et seq.) and the

1 General Pretreatment Regulations (40 CFR 403).

2  
3 **103.0 DEFINITIONS.** Unless otherwise defined herein, terms pertaining to water quality shall  
4 be as adopted in the latest edition of Standard Methods for the Examination of Water and  
5 Wastewater, published by the American Public Health Association, the American Water Works  
6 Association, and the Water Environment Federation. Unless otherwise defined herein, terms  
7 pertaining to construction and building shall be defined as being the same as set forth in the CA  
8 Building Standards Code, Title 24, CA Code of Regulations, current edition.

9  
10 A. Unless the context specifically indicates otherwise or as previously indicated, the  
11 meaning of the terms used in this Ordinance shall be as follows:

12  
13 **1. Act or “the Act”** shall mean the Federal Water Pollution Control Act, also  
14 known as the Clean Water Act, as amended, 33 U.S.C. section 1251, et seq.

15  
16 **2. Analytical Methods** shall mean the sample analysis techniques prescribed in 40  
17 CFR Part 136 and amendments thereto unless otherwise specified in an applicable categorical  
18 Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques  
19 for the pollutant in question, or where the EPA determines that Part 136 sampling and analytical  
20 techniques are inappropriate for the pollutant in question, sampling and analysis shall be  
21 performed using validated analytical methods or any other applicable sampling and analytical  
22 procedures approved by SAWPA, including procedures suggested by SAWPA or other parties  
23 as approved by the EPA.

24  
25 **3. Authorized Representative** shall mean:

26  
27 a. A responsible corporate official, if the User submitting the required  
28 documents is a corporation, of the level of president, secretary, treasurer, or vice  
29 president in charge of a principal business function, or any other Person who  
30 performs similar policy or decision making functions for the corporation; or the  
31 manager of one or more manufacturing, production, or operating facilities, provided  
32 the manager is authorized to make management decisions that govern the operation  
33 of the regulated facility including having the explicit or implicit duty of making  
34 major capital investment recommendations, and initiating and directing other  
35 comprehensive measures to assure long-term environmental compliance with  
36 environmental laws and regulations, and ensuring that the necessary systems are  
37 established or actions taken to gather complete and accurate information for  
38 Wastewater Discharge Permit requirements; and where authority to sign documents  
39 has been assigned or delegated to the manager in accordance with corporate  
40 procedures; or

41  
42 b. A general partner or proprietor if the User submitting the required documents  
43 is a partnership or sole proprietorship respectively; or

44  
45 c. A director or highest official appointed or designated to oversee the  
46 operation and performance of the activities of the facility, or their designee, if the

1 User is a Federal, State, or local governmental facility.

2  
3 d. A duly authorized representative of the individual designated in subsection  
4 (a) and (b), if;

5  
6 1. The authorization is made in writing by the individual designated in  
7 subsection (a), (b) and (c); and

8  
9 2. The authorization specifies either an individual or a position having  
10 responsibility for the overall operation of the facility from which the industrial  
11 discharge originates, such as the position of plant manager, or a position of  
12 equivalent responsibility, or having overall responsibility for environmental  
13 matters for the company; and

14  
15 3. The written authorization is submitted to the General Manager of  
16 SAWPA.

17  
18 e. If an authorization under paragraph (a) and (b) of this section is no longer  
19 accurate because a different individual or position has responsibility for the overall  
20 operation of the facility, or overall responsibility for environmental matters for the  
21 company, a new authorization satisfying the requirements of paragraph (a) and (b) of  
22 this section must be submitted to the General Manager prior to or together with any  
23 reports to be signed by an authorized representative.

24  
25 4. **Batch Discharge** shall mean any intermittent discharge of pollutants from  
26 sources such as, but not limited to, process tanks, holding tanks, rinse tanks, or treatment  
27 systems.

28  
29 5. **Best Management Practices (BMPs)** shall mean schedules of activities,  
30 prohibitions of practices, maintenance procedures, and other management practices to  
31 implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMPs also include treatment  
32 requirements, operating procedures and practices to control plant site run-off, spillage or leaks,  
33 sludge or waste disposal, or drainage from raw material storage. Such BMPs shall be  
34 considered local limits and Pretreatment Standards as stated in 40 CFR 403.5(c) (4).

35  
36 6. **Biochemical Oxygen Demand (BOD)** shall mean the quantity of oxygen,  
37 expressed in mg/L, required to biologically oxidize material in a waste or wastewater sample  
38 measured under approved laboratory methods of five (5) days at twenty degrees Celsius (20 °C).

39  
40 7. **Bypass** shall mean the intentional diversion of wastestreams from any point of a  
41 User's pretreatment facility.

42  
43 8. **Business Day** shall mean a SAWPA scheduled business day.

44  
45 9. **Capacity Unit** shall equal 10,000 gallons per day of discharge right.

1           **10. Categorical Industrial User** shall mean an Industrial User subject to a  
2 categorical Pretreatment Standard or categorical Standard which is a regulation containing  
3 pollutant discharge limits promulgated by the EPA in accordance with Sections 307 (b) and (c)  
4 of the Clean Water Act (33 U.S.C.-1317) that apply to a specific category of users and that  
5 appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.  
6

7           **11. Chemical Oxygen Demand (COD)** shall mean the quantity of oxygen,  
8 expressed in mg/L, required to chemically oxidize material in a waste or wastewater sample,  
9 under specific conditions of an oxidizing agent, temperature, and time. COD results are not  
10 necessarily related to BOD results.  
11

12           **12. City Collection System** Not used.  
13

14           **13. Class I User** shall mean the term used by OCSD to describe a Significant  
15 Industrial User. See **Significant Industrial User**.  
16

17           **14. Class II User** shall mean the term used by OCSD to describe a User that  
18 discharges waste other than sanitary, and is not classified as a Significant Industrial User. See  
19 **Industrial User**.  
20

21           **15. Class III User** Not Used.  
22

23           **16. Class IV User** Not used.  
24

25           **17. Class V User** Not used.  
26

27           **18. Code of Federal Regulations (CFR)** shall mean the codification of the general  
28 and permanent rules published in the Federal Register by the executive departments and  
29 agencies of the Federal Government.  
30

31           **19. Collection Stations** shall mean wastewater disposal stations operated by the  
32 SAWPA Member Agencies or Contract Agencies for disposal of trucked waste.  
33

34           **20. Collection System** shall mean all wastewater conveyance systems owned and  
35 maintained by SAWPA or a Member Agency or a Contract Agency for purposes of conveying  
36 wastewater to OCSD's POTW for treatment and excludes sewer service lateral connections.  
37

38           **21. Combined Wastestream Formula** shall mean the formula, as outlined in the  
39 General Pretreatment Regulations of the Clean Water Act, 40 CFR 403.6(e), for determining  
40 wastewater discharge limitations for Categorical Industrial Users and Significant Industrial  
41 Users whose effluent is a mixture of regulated, unregulated, and dilution wastewater as defined  
42 in the formula.  
43

44           **22. Commission, Commission of SAWPA, or SAWPA's Commission** shall mean  
45 the governing body of SAWPA as defined by the Joint Exercise of Powers Agreement  
46 establishing SAWPA.

1  
2           **23. Compliance Schedule** shall mean a time schedule enforceable under this  
3 Ordinance containing increments of progress called milestones, which are in the form of dates.  
4 These milestones shall be for the commencement and/or completion of major events leading to  
5 the construction and operation of additional pretreatment facilities or the implementation of  
6 policies, procedures or operational management techniques required for the User to comply with  
7 all applicable federal, state or local environmental regulations which may directly or indirectly  
8 affect the quality of the User’s wastewater effluent.  
9

10           **24. Composite Sample** shall mean a series of grab samples of equal volume taken at  
11 a predetermined time or flow rate for a predetermined period of time or flow, which are  
12 combined into one sample.  
13

14           **25. Contract Agency** shall mean, Jurupa Community Services District, San  
15 Bernardino Municipal Water Department, or Yucaipa Valley Water District, or any other public  
16 agency that subsequently enters into a multijurisdictional pretreatment agreement with SAWPA  
17 defining the roles and responsibilities to conduct the Pretreatment Program or portions of the  
18 Pretreatment Program within their jurisdictions.  
19

20           **26. Control Authority** as defined by 40 CFR 403.3(f) is the POTW if the POTW’s  
21 submission for its Pretreatment Program (40 CFR 403.3) has been approved in accordance with  
22 requirements for 40 CFR 403.11. All references in this Ordinance to Control Authority are  
23 referring to OCSD.  
24

25           **27. Conventional Pollutants** shall be defined as BOD, COD, total suspended solids,  
26 pH, fecal coliform, oil and grease, total nitrogen and such additional pollutants as are now or  
27 may be in the future specified and controlled in OCSD’s NPDES permit for its POTW where  
28 said POTW has been designed and used to reduce or remove such pollutants.  
29

30           **28. Cooling Water** shall mean all water used solely for the purpose of cooling a  
31 manufacturing process, equipment, or product.  
32

33           **29. Cyanide (Amenable)** shall mean those cyanides that are amenable to  
34 chlorination as described in 40 CFR 136.3.  
35

36           **30. Day** shall mean a calendar day.  
37

38           **31. Delegated Control Authority** shall mean an entity duly delegated by the Control  
39 Authority with the legal authority to enforce all federal, state, and local pretreatment standards  
40 and requirements against all industrial users and liquid waste haulers discharging to the Control  
41 Authority’s POTW and all procedures necessary for the Pretreatment Program implementation.  
42 All references in this Ordinance to Delegated Control Authority are referring to SAWPA.  
43

44           **32. Dilution** shall mean the increase in use of process water, potable water or any  
45 other means to dilute a discharge as a partial or complete substitute for adequate treatment to  
46 achieve discharge requirements.

1  
2           **33. Direct Discharger or User** shall mean facilities which are directly connected to  
3 the Brine Line by a pipeline.  
4

5           **34. Discharge Right** shall mean the volume of wastewater capacity purchased by a  
6 User for use with the Brine Line and tributaries thereto.  
7

8           **35. District Collection System** shall mean all pipes, sewers and conveyance systems  
9 conveying wastewater to the Brine Line and tributaries thereto that are owned and maintained by  
10 a community services district, special district, or water district, excluding sewer service lateral  
11 line connections.  
12

13           **36. Domestic Wastewater** shall mean wastewater, including domestic septic system  
14 waste, from private residences and wastewater from other premises resulting from the use of  
15 water for personal washing, sanitary purposes or the discharge of human excrement and related  
16 matter.  
17

18           **37. Effluent** shall mean treated wastewater flowing from treatment facilities, the  
19 OCSD's POTW, or a User.  
20

21           **38. EPA** shall mean the United States Environmental Protection Agency.  
22

23           **39. Federal Categorical Pretreatment Standard** shall mean the National  
24 Pretreatment Standards, established by the EPA, specifying quantities or concentrations of  
25 pollutants or pollutant properties which may be discharged or introduced into the Brine Line or  
26 tributaries thereto by existing or new Industrial Users in specific industrial categories  
27 established as separate regulations under the appropriate subpart of 40 CFR Chapter I,  
28 Subchapter N, as it exists and as it may be amended.  
29

30           **40. Flow Monitoring Facilities** shall mean equipment and structures approved by  
31 SAWPA and provided at the User's expense to measure and/or record the incoming water to the  
32 User's facility or the wastewater discharged to the Brine Line sewer or tributaries thereto.  
33

34           **41. General Manager** shall mean SAWPA's General Manager or duly authorized  
35 SAWPA employee with overall Pretreatment Program responsibility designated in writing.  
36

37           **42. Generator** – see **Indirect Discharger**.  
38

39           **43. Good Faith** shall mean the User's prompt and vigorous pollution control  
40 measures undertaken to show that extraordinary efforts (not a "business-as-usual" approach)  
41 have been made to achieve compliance.  
42

43           **44. Grab Sample** shall mean an individual sample collected from a wastestream  
44 without regard to the flow in the wastestream over a period of time not exceeding fifteen  
45 minutes.  
46



1           **45. Gravity Separation Interceptor** shall mean an approved detention chamber  
2 designed to remove floatable and settleable material from industrial wastewater prior to  
3 discharge into the Brine Line.  
4

5           **46. Hazardous Waste** shall be as defined in 40 CFR 261 consisting of a listed waste  
6 determined by EPA to be hazardous or a waste not specifically listed but which exhibits one of  
7 four characteristics: ignitability, corrosivity, reactivity, and/or toxicity.  
8

9           **47. Heating Water** shall mean all water used solely for the heating of a  
10 manufacturing process, equipment, or product.  
11

12           **48. Indirect Discharger, User or Generator** shall mean a user that contracts or  
13 otherwise employs a truck, tanker, or vacuum truck service or other similar means to bring  
14 wastewater for disposal to the Brine Line or tributaries thereto from a User that has no direct  
15 connection to the Brine Line or tributaries thereto.  
16

17           **49. Industrial User** shall mean all Persons public or private entities, industrial,  
18 commercial, governmental, or institutional that discharge or cause to be discharged, wastewater  
19 into the Brine Line or tributaries thereto or any other sewer system owned and operated by  
20 SAWPA.  
21

22           **50. Industrial Wastewater** shall mean all non-domestic wastewater, including all  
23 wastewater from any producing, manufacturing, processing, institutional, governmental,  
24 commercial, service, agricultural or other operation.  
25

26           **51. Infectious Waste** shall mean all wastes which are likely to transmit etiologic  
27 agents which normally cause, or significantly contribute to the cause of, increased morbidity or  
28 mortality of human beings.  
29

30           **52. Inland Empire Brine Line** or Brine Line shall mean all wastewater conveyance  
31 systems owned and maintained by SAWPA, excluding sewer service lateral line connections  
32 owned and operated by others. Historical documents may refer to the Santa Ana Regional  
33 Interceptor (SARI), now referred to the Inland Empire Brine Line.  
34

35           **53. Inspector** shall mean a person authorized by the General Manager to inspect any  
36 User discharging or anticipating discharging wastewater into conveyance, processing, or  
37 disposal facilities to the Brine Line or tributaries thereto.  
38

39           **54. Instantaneous Limit** see Local Non-Domestic Wastewater Limitations  
40 Concentration Values  
41

42           **55. Interference** shall mean a discharge which, alone or in conjunction with a  
43 discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its  
44 treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a  
45 cause of a violation of any requirement of the POTW's NPDES permit (including an increase in  
46 the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal

1 in compliance with the statutory provisions and regulations or permits issued thereunder (or  
2 more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste  
3 Disposal Act (SWDA) (including title II, more commonly referred to as the Resource  
4 Conservation and Recovery Act (RCRA), and including State regulations contained in any State  
5 sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the  
6 Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.  
7

8 **56. Letter to Discharge** shall mean a letter authorizing a user to discharge  
9 unauthorized classes of wastewater to the Brine Line without having to obtain a Special Purpose  
10 Discharge permit. Unauthorized classes of wastewater require approval by both the General  
11 Manager and OCSD General Manager before the discharge commences. The discharge volume  
12 is generally limited to less than 1 million gallons. A Letter to Discharge allows the user to  
13 discharge within the terms provided for a one-time discharge event.  
14

15 **57. Liquid Waste Hauler** shall mean any Person or firm engaged in the truck  
16 hauling of liquid waste from a User, excluding domestic waste, for disposal at a designated  
17 Brine Line Collection Station.  
18

19 **58. Local Limits** shall mean specific prohibitions or pollutant limitations or  
20 pollutant parameters that are developed by OCSD, SAWPA, Member Agencies or Contract  
21 Agencies in accordance with 40 CFR 403.5(c) to implement the general and specific discharge  
22 prohibitions listed in 40 CFR 403.5(a)(1) and (b).  
23

24 **59. Local Non-Domestic Wastewater Limitations Concentration Values** shall  
25 mean the maximum quantity or concentration of a Pollutant allowed to be discharged at any  
26 period of time, determined from the analysis of any discrete or composite sample collected,  
27 independent of the industrial flow rate and the duration of the sampling event.  
28

29 **60. Lower Explosive Limit (LEL)** shall mean the minimum concentration of a  
30 combustible gas or vapor in the air that will ignite if an ignition source is present.  
31

32 **61. Major Administrative Violations** shall mean violations as defined in section  
33 602 of this Ordinance.  
34

35 **62. Major Violations** are separate from Major Administrative violations and shall  
36 mean a discharge over the permitted discharge limit, as determined by the result of a sample  
37 analysis, as follows:  
38

- 39 a. a discharge exceeding a Mass Emission Rate limit by 20% or more, or
  - 40 b. a discharge exceeding a concentration limit by 20% or more, or
  - 41 c. a pH discharge less than 5.0.
- 42  
43  
44

45 **63. Mass Emission Rate** shall mean the weight of pollutants discharged to the Brine  
46 Line or tributaries thereto during a given period of time from a User.

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**64. May** means permissive.

**65. Member Agency** shall mean either, Eastern Municipal Water District, Inland Empire Utilities Agency, San Bernardino Valley Municipal Water District, or Western Municipal Water District of Riverside County, or any other public agency that subsequently becomes a member of SAWPA and enters into a multijurisdictional pretreatment agreement with SAWPA defining the roles and responsibilities to conduct the Pretreatment Program or portions of the Pretreatment Program within their jurisdictions.

**66. mg/L** shall mean milligrams per liter.

**67. Milestone** shall mean increments of progress in the form of dates, not to exceed nine months, and are used in compliance schedules. Milestones shall be for the commencement and/or completion of major events leading to the construction and operation of additional pretreatment facilities or the implementation of policies, procedures or operational management techniques required for the User to comply with all applicable federal, state or local environmental regulations which may directly or indirectly affect the quality of the User's wastewater effluent.

**68. Minor Administrative Violations** shall mean violations as defined in section 602 of this Ordinance.

**69. Minor Violations** are separate from Minor Administrative violations and shall mean a discharge over the permitted discharge limit as determined by the result of a sample analysis, as follows:

- a. a discharge exceeding a Mass Emission Rate limit by less than 20%, or
- b. a discharge exceeding a concentration limit by less than 20%, or
- c. a pH discharge equal to or greater than 5.0, but less than 6.0, or
- d. a pH discharge greater than 12.0.

**70. Mixed Load** shall mean a combination of any hauled permitted Brine Line wastewater with any other wastewater from permitted or unpermitted sources.

**71. Monitoring/Production Information Order (MPIO)** shall mean an Administrative Order requiring an Industrial User to determine the mass emission or concentration of pollutants or other conditions specified in the Industrial User's permit in their industrial wastewater discharge for all days within a fourteen (14) consecutive day period that industrial wastewater is discharged to the Brine Line and submit production data for that period.

**72. Monthly Average** shall mean the average of daily measurements over a calendar month as calculated by adding all the daily measurements taken during the calendar month and

1 dividing that sum by the sum of the number of daily measurements taken in the month.  
2

3 **73. Multijurisdictional Pretreatment Agreement (MJPA)** shall mean an  
4 agreement between SAWPA and its Member Agencies and Contract Agencies granting SAWPA  
5 the authority and responsibility to implement and enforce its Delegated Control Authority for  
6 the Inland Empire Brine Line Pretreatment Program against users of the Brine Line located or  
7 operating in the Member and Contract Agencies' jurisdictions within SAWPA's SARI Service  
8 Area unless otherwise approved by the SAWPA Commission and OCSD General Manager per  
9 the Agreement as defined in Section 101.0 D.  
10

11 **74. NAICS** shall mean the North American Industry Classification System published  
12 by the Executive Office of the President of the United States, Office of Management and  
13 Budget.  
14

15 **75. National Pretreatment Standard** shall mean any regulation containing pollutant  
16 discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean  
17 Water Act, which applies to Industrial Users. This term includes prohibitive discharge limits  
18 established pursuant to 40 CFR Part 403.5.  
19

20 **76. New Source** shall mean any building, structure, facility, or installation from  
21 which there is or may be a discharge of pollutants, the construction of which commenced after  
22 the publication of proposed Pretreatment Standards under Section 307 (c) of the Federal Clean  
23 Water Act which will be applicable to such source if such Standards are thereafter promulgated  
24 in accordance with that Section, provided that:  
25

26 1. The building, structure, facility or installation is constructed at a site at which no  
27 other source is located; or  
28

29 2. The building, structure, facility or installation totally replaces the process or  
30 production equipment that causes the discharge of pollutants at an existing source; or  
31

32 3. The production or wastewater generating processes of the building, structure,  
33 facility or installation are substantially independent of an existing source at the same  
34 site. In determining whether these are substantially independent, factors such as the  
35 extent to which the new facility is integrated with the existing plant and the extent to  
36 which the new facility is engaged in the same general type of activity as the existing  
37 source may be considered.  
38

39 Construction on a site at which an Existing Source is located results in a modification rather  
40 than a New Source if the construction does not create a new building, structure, facility, or  
41 installation meeting the criteria of Section (2) or (3) above but otherwise alters, replaces, or adds  
42 to existing process or production equipment.  
43

44 Construction of a New Source as defined under this paragraph has commenced if the owner or  
45 operator has:

1 (a) Begun, or caused to begin, as part of a continuous onsite construction  
2 program (1) any placement, assembly, or installation of facilities or equipment;  
3 or (2) significant site preparation work including clearing, excavation, or  
4 removal of existing buildings, structures, or facilities which is necessary for the  
5 placement, assembly, or installation of new source facilities or equipment; or  
6

7 (b) Entered into a binding contractual obligation for the purchase of  
8 facilities or equipment which is intended to be used in its operation within a  
9 reasonable time. Options to purchase or contracts which can be terminated or  
10 modified without substantial loss, and contracts for feasibility, engineering, and  
11 design studies do not constitute a contractual obligation under this paragraph.  
12

13 **77. OCSD** shall mean the Orange County Sanitation District which is the Control  
14 Authority for the Brine Line.  
15

16 **78. Oil and Grease** shall mean any of the following in part or in combination:  
17

18 a. Oil and Grease of Mineral and Petroleum Origin (also known as “Petroleum Oil  
19 and Grease as Silica Gel Treated n-Hexane Extractable Material” or “SGT-HEM Non-  
20 Polar Material”);  
21

22 b. Fats Oil and Grease (FOG) Any substance such as a vegetable or animal product  
23 that is used in, or is a byproduct of, the cooking or food preparation process, and that  
24 turns or may turn viscous or solidifies with a change in temperature or other conditions.)  
25

26 **79. Pass Through** shall mean any discharge which exits OCSD’s POTW into waters  
27 of the United States in quantities or concentrations which, alone or in conjunction with a  
28 discharge or discharges from other sources, causes a violation of any requirement of the  
29 OCSD’s NPDES permit, including an increase in the magnitude or duration of a violation.  
30

31 **80. Permittee** shall mean any User who has received a Wastewater Discharge Permit  
32 to discharge wastewater into the Brine Line or tributaries thereto.  
33

34 **81. Person** shall mean any individual, firm, company, association, society, general or  
35 limited partnership, limited liability company, trust, corporation, governmental agency or group,  
36 and includes the plural or the singular.  
37

38 **82. Pollutant or Constituent** shall mean conventional pollutants, domestic  
39 wastewater, hazardous substances, infectious waste, slug discharges, dredged spoil, solid waste,  
40 incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical  
41 wastes, biological materials, radioactive materials, medical waste, heat, wrecked or discarded  
42 equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural and industrial  
43 wastes, and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color,  
44 BOD, COD, toxicity, or odor).  
45

46 **83. POTW** or Publicly Owned Treatment Works shall mean a treatment works as

1 defined by section 212 of the Act, which is owned by a State or Municipality (as defined by  
2 section 502(4) of the Act. This definition includes all devices, equipment, pipes, and systems  
3 used in the transmission, storage, treatment, recycling and reclamation of municipal sewage,  
4 biosolids, or industrial wastewater. It also includes sewers, pipes and other conveyances only if  
5 they convey wastewater to a POTW Treatment Plant. The term also means the municipality as  
6 defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and  
7 the discharges from such a treatment works.  
8

9 **84. Pretreatment** shall mean the reduction of the amount of pollutants, the  
10 elimination of pollutants, or the alteration of the nature of the pollutant properties in wastewater  
11 prior to, or in lieu of, discharging such pollutants into the Brine Line or tributaries thereto. The  
12 reduction or alteration may be obtained by physical, chemical or biological processes, process  
13 changes or by any other means, except dilution.  
14

15 **85. Pretreatment Facility** shall mean any works or devices for the treatment or flow  
16 limitation of wastewater prior to discharge to the Brine Line or tributaries thereto.  
17

18 **86. Pretreatment Requirements** shall mean any substantive or procedural  
19 requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an  
20 Industrial User.  
21

22 **87. Pretreatment Waste** shall mean all waste, liquid or solid, removed from a  
23 wastestream or wastewater discharge by physical, chemical, or biological means.  
24

25 **88. Public Agency** shall mean the State of California and any city, county, special  
26 district, or other public agency within the State of California.  
27

28 **89. Qualified Professional** shall mean any person who by virtue of education,  
29 training, or experience is qualified to evaluate and assess pollutant discharges and violations of  
30 this Ordinance.  
31

32 **90. RCRA** shall mean the Resource Conservation and Recovery Act (42 U.S.C.  
33 6901, et seq.) and its regulations 40 CFR Parts 260-266 and 270 and as amended.  
34

35 **91. Reclaimable Wastewater** shall mean domestic wastewater, industrial  
36 wastewater or other wastewater containing total dissolved solid levels below the local POTW  
37 discharge limitation that renders it suitable for discharge and reclamation.  
38

39 **92. Regulatory Agencies** shall mean those agencies having jurisdiction over the  
40 operation of SAWPA and/or OCS D including, but not limited to:  
41

42 a. United States Environmental Agency, Region IX, San Francisco, CA and  
43 Washington, D.C. (EPA);  
44

45 b. California State Water Resources Control Board (“State Board”);  
46

1 c. California Regional Water Quality Control Board , Santa Ana Region (“Regional  
2 Board”);

3  
4 d. South Coast Air Quality Management District (SCAQMD);

5  
6 e. California Environmental Protection Agency (CalEPA); and

7  
8 f. California Department of Public Health (DPH).

9  
10 **93. Sampling Facilities** shall mean structure(s) and equipment provided at the  
11 User’s expense for SAWPA or the User to measure and record wastewater pollutant levels,  
12 collect representative wastewater samples, and/or provide direct access to terminate the  
13 wastewater discharge.

14  
15 **94. Sanitary Sewer System** shall mean any system of pipes, pump stations, sewer  
16 lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect  
17 and convey wastewater to the publicly owned treatment facility. Temporary storage and  
18 conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells,  
19 impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and  
20 discharges into these temporary storage facilities are not considered to be SSOs.

21  
22 **95. Sanitary Sewer Overflow (SSO)** shall mean any overflow, spill, release,  
23 discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.  
24 SSOs include:

25  
26 a. Overflows or releases of untreated or partially treated wastewater that  
27 reaches waters of the United States;

28  
29 b. Overflows or releases of untreated or partially treated wastewater that do  
30 not reach waters of the United States; and

31  
32 c. Wastewater backups into buildings and on private property that are  
33 caused by blockages or flow conditions within the publicly owned portion of the sanitary  
34 sewer system.

35  
36 **96. Sanitary Waste** shall mean domestic wastewater.

37  
38 **97. SARI** shall mean the Santa Ana Regional Interceptor.

39  
40 **98. SARI System** - see Inland Empire Brine Line.

41  
42 **99. SAWPA** shall mean the Santa Ana Watershed Project Authority and/or any  
43 Member Agency and/or any Contract Agency as applicable to effectively implement this  
44 Ordinance.

45  
46 **100. SAWPA Inland Empire Brine Line Service Area or SAWPA’s SARI**

1 **Service Area** shall mean the total area within the jurisdictional boundaries of SAWPA’s  
2 Member Agencies, excluding any area within the County of Orange.

3  
4 **101. SAWPA Industrial Process Wastestream or Industrial Process**  
5 **Wastestream** shall mean a wastestream from an industrial process that is not regulated by a  
6 categorical standard for any pollutant and is not considered an Industrial Non-Process  
7 Wastestream as defined in this section.

8  
9 **102. SAWPA Industrial Non-Process Wastestream or Industrial Non-**  
10 **Process Wastestream** shall mean a wastestream which includes boiler blow-down streams,  
11 non-contact cooling streams, storm water, demineralized backwash/RO rejects and sanitary  
12 wastestreams. For those facilities with wastestreams composed only of the wastestreams listed  
13 above these Industrial Non-Process Wastestreams will be permitted equivalent to Industrial  
14 Process Wastestreams.

15  
16 **103. SAWPA Wastestream Correction Formula or WCF** shall mean the  
17 formula used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-  
18 process Wastestreams.

19  
20 
$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

21  
22 Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process  
23 Wastestream(s)  
24  $C_C$  = Local Limit for the pollutant constituent  
25  $F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N  
26  $F_T$  = Average daily flow through the sample point  
27 M = Total number of SAWPA Industrial Process Wastestreams  
28

29 **104. Self-monitoring** shall mean wastewater samples taken by a User or the  
30 User’s contracted laboratory, consultant, engineer, or similar entity.

31  
32 **105. Service Lateral Line** shall mean the wastewater collection pipe extending  
33 from premises where the wastewater is generated up to and including the connection to the  
34 Brine Line or tributaries thereto.

35  
36 **106. Sewer System Management Plan (SSMP)** shall mean an approved plan  
37 adopted by SAWPA to control and reduce the occurrence and impact of sanitary sewer  
38 overflows.

39  
40 **107. Shall** means mandatory.

41  
42 **108. Significant Industrial User (SIU)**, except as provided in 40 CFR  
43 403.3(v)(2) and (v)(3) shall mean:  
44



1 a. All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR  
2 403.6 and 40 CFR Chapter I, Subchapter N.

3  
4 b. Any User that:

5  
6 i. Discharges Industrial Wastewater at an average 25,000 gallons per day (gpd)  
7 or more of process wastewater to the Brine Line or tributaries thereto (excluding  
8 sanitary, noncontact cooling and boiler blowdown wastewater);

9  
10 ii. Contributes a process wastestream that makes up 5 percent or more of the  
11 average dry weather hydraulic or organic capacity of OCSD's POTW;

12  
13 iii. May cause pass through or interference with the Inland Empire Brine Line or  
14 OCSD's Sewerage Facilities; or

15  
16 iv. Is designated as an SIU by the General Manager on the basis that the User  
17 has a reasonable potential for adversely affecting the Brine Line or tributaries thereto  
18 or OCSD's POTWs or for violating any pretreatment standard or requirement (in  
19 accordance with 40 CFR 403.8(f)(6).

20  
21 **109. Significant Noncompliance (SNC)** shall mean any compliance violations  
22 that meet one or more of the following criteria:

23  
24 a. Chronic violations of wastewater discharge limits, defined here as those in  
25 which sixty-six percent (66%) or more of all of the measurements taken for the same  
26 pollutant during a six-month period exceed (by any magnitude) a numeric Pretreatment  
27 Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l);

28  
29 b. Technical review criteria (TRC) violations are defined as those in which  
30 thirty-three (33%) percent or more of all of the measurements taken for the same  
31 pollutant during a six-month period equal or exceed the product of the numeric  
32 Pretreatment Standard or Requirement including instantaneous limits, as defined by 40  
33 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and  
34 grease, and 1.2 for all other pollutants except pH);

35  
36 c. Any other violation of a Pretreatment Standard or Requirement as defined by  
37 40 CFR 403.3(1) (daily maximum, long term average, instantaneous limit, or narrative  
38 standard) that the POTW determines has caused, alone or in combination with other  
39 discharges, Interference or Pass Through (including endangering the health of POTW or  
40 SAWPA personnel or the general public);

41  
42 d. Any discharge of a pollutant that has caused imminent endangerment to  
43 human health or welfare or to the environment or has resulted in POTW's or SAWPA's  
44 exercise of emergency authority to halt or prevent such a discharge;

45  
46 e. Failure to meet, within ninety (90) days after the scheduled date, a compliance

1 schedule milestone contained in a local control mechanism or enforcement order, for  
2 starting construction, completing construction, or attaining final compliance;  
3

4 f. Failure to provide, within forty-five (45) days of the due date, any required  
5 reports such as baseline monitoring reports, 90-day compliance reports, periodic self-  
6 monitoring reports, and reports on compliance with compliance schedules;  
7

8 g. Failure to accurately report non-compliance; or  
9

10 h. Any other violations or group of violations, which may include a violation of  
11 Best Management Practices, which the POTW or SAWPA determines will adversely  
12 affect the operation and implementation of SAWPA's Pretreatment Program or the  
13 Brine Line or tributaries thereto.  
14

15 **110. Single Pass Cooling Water** shall mean water that is used solely for the  
16 purpose of cooling and is used only once before being discharged.  
17

18 **111. Single Pass Heating Water** shall mean water that is used solely for the  
19 purpose of heating and is used only once before being discharged.  
20

21 **112. Sludge** shall mean any solid, semi-solid or liquid decant, supernate or  
22 supernate from a manufacturing process, utility service, or Pretreatment Facility.  
23

24 **113. Slug Discharge** shall mean any discharge of a non-routine, episodic nature,  
25 including but not limited to an accidental spill or a non-customary batch discharge of  
26 wastewater, material or waste with such a high volume or pollutant concentration which has the  
27 potential to cause damage, Interference, or Pass Through in the Brine Line or tributaries thereto,  
28 OCSD's POTW, or in any other way violates the POTW's regulations, Local Limits or Permit  
29 conditions.  
30

31 **114. Special Purpose Discharge** shall mean a wastewater discharge to the Brine  
32 Line or tributaries thereto requiring a Wastewater Discharge Permit (Special Purpose Discharge  
33 Permit) which has origins from unpolluted water, storm water runoff, groundwater, treated  
34 groundwater, subsurface drainage or other similar sources of wastewater.  
35

36 **115. Spent Solution** shall mean any concentrated Industrial Wastewater or  
37 Wastewater that is not authorized to be discharged to a Sewage facility until appropriately  
38 treated.  
39

40 **116. State Certified Laboratory** shall mean any laboratory accredited by the  
41 Environmental Laboratory Accreditation Program (ELAP).  
42

43 **117. Stormwater** shall mean water or wastewater generated when precipitation  
44 from rain and snowmelt events flows or accumulates over land or impervious surfaces and does  
45 not percolate into the ground.  
46

1           **118. Temporary User** shall mean any User who is granted temporary permission  
2 by the General Manager to discharge wastewater to the Brine Line or tributaries thereto and  
3 controlled by a Wastewater Discharge Permit or Letter to Discharge.  
4

5           **119. Temporary Wastewater Discharge Permit or Temporary Permit** shall  
6 mean a wastewater discharge permit of short duration that may be issued to an Industrial User  
7 that is determined to be discharging industrial wastewater without a valid permit due to change  
8 of ownership.  
9

10           **120. Total Dissolved Solids (TDS)** shall mean the total amount of all inorganic  
11 and organic substances dispersed within a volume of water or wastewater that is not retained on  
12 a laboratory filter and dried to a specified temperature in accordance with approved laboratory  
13 methods.  
14

15           **121. Total Suspended Solids or Suspended Solids** shall mean the total amount  
16 of matter on the surface of, or suspended in, water, wastewater, or other liquid, and that is  
17 removable by laboratory filtering in accordance with approved laboratory methods.  
18

19           **122. Total Toxic Organics (TTO)** shall mean the summation of all quantifiable  
20 values greater than 0.01 milligrams per liter for the organics regulated by the EPA or SAWPA  
21 for a specific industrial category.  
22

23           **123. Total Organic Carbon (TOC)** shall mean the measure of total organic  
24 carbon in mg/L using heat, oxygen, ultraviolet irradiation, chemical oxidants, or combinations  
25 of these oxidants that convert organic carbon to carbon dioxide, rounded to two significant  
26 figures. As such, Total Toxic Organics is a subset of TOC.  
27

28           **124. Unpolluted Water** shall mean water to which no pollutant has been added  
29 either intentionally or accidentally.  
30

31           **125. Upset** shall mean an exceptional incident which causes temporary and  
32 unintentional non-compliance with the discharge limitations or prohibitions applicable to a User  
33 or OCSD's POTW and which is beyond the reasonable control of a User or OCSD's POTW and  
34 as more fully set forth in OCSD's NPDES permit, 40 CFR Part 403.16, and California Water  
35 Code, Section 13385.  
36

37           **126. User** shall mean any Member Agency, Contract Agency, Person or entity,  
38 public or private, residential, industrial, commercial, governmental, institutional, or liquid waste  
39 hauler that discharges or causes to be discharged, wastewater into the Brine Line or tributaries  
40 thereto.  
41

42           **127. Waste** shall mean any discarded solid, semi-solid, liquid, or gaseous  
43 material.  
44

45           **128. Wastestream** shall mean individually identifiable sources of waste that  
46 contribute to a User's wastewater discharge.

1  
2           **129.       Wastewater** shall mean the used water and water carried waste from a User  
3 that is discharged to a sewer.  
4

5           **130.       Wastewater Discharge Contract** shall mean a written contract between  
6 SAWPA and a Member Agency or between a Member Agency or a Contract Agency and a  
7 potential User for the purpose of conveying a defined wastewater discharge capacity right to use  
8 the Brine Line or tributaries thereto.  
9

10           **131.       Wastewater Discharge Permit** shall mean the permit issued and enforced  
11 by the General Manager or designee permitting and regulating the discharge of wastewater into  
12 the Brine Line and tributaries thereto.  
13

14       **104.0 ADMINISTRATION.**  
15

16           A.       **Adoption of Interpretive Rules.** SAWPA’s Commission may adopt interpretive  
17 rules or resolutions consistent with the provisions of this Ordinance for the administration of the  
18 Brine Line. Interpretive rules by SAWPA’s Commission pertain to, but shall not be limited to,  
19 discharge limitations, Pretreatment Requirements, standards for wastewater lines and services  
20 and implementation of standards promulgated pursuant to the Federal Water Pollution Control  
21 Act as amended by the Clean Water Act.  
22

23           B.       **General Powers of the General Manager.** Except as otherwise provided  
24 herein, the General Manager shall administer, implement and enforce the provisions of this  
25 Ordinance. Any powers granted or duties imposed upon the General Manager may be delegated  
26 by the General Manager to persons acting in the beneficial interest or employ of SAWPA, but  
27 shall remain the responsibility of the General Manager. In addition to the authority to prevent or  
28 eliminate discharges through enforcement of discharge limitations and prohibitions, the General  
29 Manager shall have the following powers:  
30

31                   1.       **Endangerment to the community, environment, Brine Line or OCSD’s**  
32                   **POTW.** The General Manager, after notice to the affected User, may immediately halt  
33 or prevent any discharge of pollutants into the Brine Line or tributaries thereto, by any  
34 means available, including physical disconnection from the Brine Line or tributaries  
35 thereto, whenever the wastewater discharge may endanger the health or welfare of the  
36 community, the environment, or threatens to damage or interfere with the operation of  
37 the Brine Line or tributaries thereto or OCSD’s POTW. Such discharges may be halted  
38 or prevented without regard to the compliance by the User with other provisions of this  
39 Ordinance.  
40

41           C.       **Specific Powers of the General Manager.** If wastewater is discharged or  
42 proposed to be discharged into the Brine Line or tributaries thereto in violation of this  
43 Ordinance, any Wastewater Discharge Permit or any other order, the General Manager may take  
44 any action necessary to:  
45

46                   1.       Prohibit the discharge of such wastewater;

1  
2 2. Require a User to demonstrate that in-plant modifications will reduce or  
3 eliminate the pollutant or substance so that the discharge will not violate this Ordinance;  
4

5 3. Require treatment, including storage facilities or flow equalization necessary to  
6 reduce or eliminate the pollutants or substance so that the discharge will not violate this  
7 Ordinance;  
8

9 4. Require the User making, causing or allowing the discharge to pay any required  
10 industrial user permit fees, inspection fees, surcharges, fines, penalties, damages, legal  
11 expenses, attorney's fees and any other cost or expense incurred by SAWPA for  
12 handling, treating or disposing of excess pollutant loads imposed on OCSD's POTW,  
13 and/or associated with alleged or actual violations of OCSD's NPDES permit attributed  
14 to the User's discharge;

15 5. Require timely and factually complete reports from the User responsible for such  
16 discharge; and  
17

18 6. Require such other or further remedial action as may be deemed to be desirable  
19 or necessary to achieve the purposes of this Ordinance.  
20

21 **105.0 NOTICE.** Unless otherwise provided herein, any notice required of the General Manager  
22 under this Ordinance shall be in writing.  
23

24 **106.0 CONFIDENTIALITY.** All User information and data obtained from reports, surveys,  
25 inspections, wastewater discharge applications, Wastewater Discharge Permits, and monitoring  
26 programs shall be available to the public and governmental agencies without restriction unless  
27 the User specifically requests at the time of submittal and marks each applicable page  
28 "confidential business information" and is able to demonstrate to the satisfaction of SAWPA  
29 that the release of such information would divulge information, processes, or methods of  
30 production entitled to protection as trade secrets under California and Federal law. The  
31 demonstration of the need for confidentiality made by the User must meet the burden necessary  
32 for withholding such information from the public under applicable state and federal laws.  
33 Information and data concerning or relating to wastewater quality and quantity shall not be  
34 considered confidential. All sample data obtained either by the User or SAWPA shall not be  
35 considered confidential. Confidential information shall be made available, upon request, to  
36 governmental agencies for enforcement or judicial purposes related to this Ordinance, OCSD's  
37 NPDES Permit or the Pretreatment Program, and as required by California or federal law.  
38

39 All other information which is submitted to SAWPA will be available to the public at least to  
40 the extent provided by 40 CFR [2.302](#). The information and data provided to the Delegated  
41 Control Authority which is effluent data shall be available to the public without restriction.  
42

43 **107.0 TIME LIMITS.** Any time limit or deadline provided in any written notice or any  
44 provision of this Ordinance may be extended only by a written extension by the General  
45 Manager and only upon a showing of good cause by the User.  
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**ARTICLE 2**  
**GENERAL PROHIBITIONS AND LIMITATIONS**  
**ON DISCHARGES**

**201.0 PROHIBITED WASTE DISCHARGES.** Except as hereinafter provided, no Person or User shall discharge or cause to be discharged into the Brine Line or tributaries thereto or any opening, sump, tank, clarifier, piping or waste treatment system which drains or flows into the Brine Line or tributaries thereto any of the following:

A. Any earth, sand, rocks, ashes, cinders, spent lime, stone, stone cutting dust, gravel, plaster, diatomaceous earth, containers, concrete, food packaging, glass, metal filings, or metal or plastic objects, garbage, grease, viscera, paunch manure, bones, hair, hides, or fleshings, whole blood, dead animals, feathers, straw, shavings, grass clippings, rags, non-dispersible products, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing fuel or lubrication oil and similar substances, or solid, semi-solid or viscous material in quantities or volume which will obstruct the flow of sewage in the Brine Line or tributaries thereto or any object which will cause clogging of a sewer or sewage lift pump, or interferes with the normal operation of the Brine Line or tributaries thereto or OCSD's POTW.

B. Any compound or material which will produce noxious odors in the Brine Line or tributaries thereto or OCSD's POTW.

C. Any discharge resulting in toxic gases, vapors or fumes within the Brine Line or tributaries thereto in a quantity that may cause acute health and safety problems for SAWPA or OCSD employees, contract employees, the public, and OCSD's POTW.

D. Any recognizable portions of human or animal anatomy.

E. Any solids, liquids, gases, devices, or explosives which by their very nature or quantity are or may be, sufficient either alone or by interaction with other substances or sewage to cause fire or explosion hazards, exceed 10% of the lower explosive limit (LEL) at the point of discharge or in the collection system, or in any other way create imminent danger to SAWPA or contract wastewater personnel, OCSD's POTW, the environment or public health.

F. Any wastewater or material with a closed cup flash point of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

G. Any overflow from a septic tank, cesspool or seepage pit, or any liquid or sludge pumped from a cesspool, septic tank or seepage pit, except as may be permitted by the General Manager.

H. Any discharge from the wastewater holding tanks of recreational vehicles, trailers, buses and other vehicles, except as may be permitted by the General Manager.

I. Any quantity of wastewater flow in excess of permitted limits or purchased

1 capacity.

2  
3 J. Any substance or heat in amounts which will inhibit biological activity in OCSD's  
4 POTW resulting in Interference or which will cause the temperature of the sewage in Brine Line  
5 or tributaries thereto to be higher than 140 degrees Fahrenheit. In no case shall any substance or  
6 heat be discharged to the Brine Line or tributaries thereto which will raise OCSD's POTW  
7 influent higher than 104 degrees Fahrenheit (40 degrees Celsius).

8  
9 K. Any radioactive waste in excess of federal, state or county regulations.

10  
11 L. Any pollutants, material or quantity of material which will cause:

12 1. Damage to any part of the Brine Line or tributaries thereto;

13 2. Abnormal maintenance of the Brine Line or tributaries thereto;

14 3. An increase in the operational costs of the Brine Line or tributaries thereto;

15 4. A nuisance or menace to public health;

16 5. Interference or Pass Through in OCSD's POTW, its treatment processes,  
17 operations, biosolids processes, use or disposal. This applies to each User introducing  
18 pollutants into the Brine Line or tributaries thereto whether or not the User is subject to  
19 other national pretreatment standards or any national, State, or local pretreatment  
20 requirements; or

21 6. A violation of the OCSD's NPDES permit, or any Federal, State, or local  
22 regulatory requirement.

23  
24 M. Any quantities of herbicides, algaecides, or pesticides in excess of local limits or  
25 national pretreatment standards.

26  
27 N. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil  
28 origin in excess of local limits or national pretreatment standards.

29  
30 O. Any material or quantity of material(s), including but not limited to fats, oils and  
31 grease (FOG), which will cause abnormal sulfide generation, obstruct flows within the  
32 collection system, or contributes to or causes a sanitary sewer overflow.

33  
34 P. Any water or wastewater used to artificially raise the Industrial User's volume  
35 and added for the purpose of diluting wastes which would otherwise exceed applicable  
36 permitted discharge limitations. Any wastewater having a corrosive property capable of causing  
37 damage to the Brine Line or tributaries thereto, OCSD's POTW, equipment, or structures or  
38 presenting a hazard to SAWPA or contract personnel. However, in no case shall wastewater be  
39 discharged to the Brine Line or tributaries thereto or OCSD's POTW with a pH less than 6.0, or  
40 greater than 12.0.

1 Q. Any substance which will cause discoloration of OCSD's POTW influent which  
2 results in a violation of OCSD's NPDES permit.  
3

4 R. Any pollutant, including oxygen demanding pollutants (BOD, COD, etc.),  
5 released in a discharge at a flow rate and/or pollutant concentration which will cause  
6 Interference with OCSD's POTW or SAWPA's Brine Line or tributaries thereto.  
7

8 S. Any substance which may cause OCSD's POTW effluent or any other product  
9 such as residues, biosolids, or scums to be unsuitable for reclamation or reuse or which will  
10 interfere with any of the reclamation processes. This includes any material which will cause the  
11 biosolids at OCSD's POTW to violate applicable biosolids use or disposal regulations  
12 developed under the Federal Clean Water Act, 33 USCA, Section 1251 et seq., or any  
13 regulations affecting biosolids use or disposal developed pursuant to the Solid Waste Disposal  
14 Act, 42 USCA, Section 6901, et seq.; Clean Air Act, 42 USCA, Section 7401, et seq.; Toxic  
15 Substance Control Act, 15 USCA, Section 2601, et seq., or any other applicable State  
16 Regulations. Examples include food packaging, product containers, and non-dispersible  
17 products.  
18

19 T. Hazardous waste as defined in 40 CFR 261 which violates the objectives of the  
20 General Pretreatment Regulations (40 CFR 403.12(p)), this Ordinance, or any statute, rule,  
21 regulation or chapter of any public agency having jurisdiction over said discharge.  
22

23 U. Any material, pollutants or wastewater in excess of the quantities and limitations  
24 established by resolution.  
25

26 V. Any radiator fluid or coolant, cutting oil, water soluble cutting oil, or water based  
27 solvent.  
28

29 W. Detergents, surface-active agents, or other substances that might cause excessive  
30 foaming, as determined by the General Manager, that may cause or contribute to additional  
31 treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit, or cause or  
32 contribute to Pass Through, Interference, or other known damages in the Brine Line and/or  
33 OCSD's POTW.  
34

35 X. Any discharges of reclaimable wastewater to the Brine Line that originate in the  
36 SAWPA Brine Line service area shall be minimized and may only be disposed to the Brine Line  
37 as identified in the Wastewater Discharge Permit.  
38

39 Y. Any trucked or hauled pollutants, except at discharge points designated by the  
40 Delegated Control Authority, with concurrence of the Control Authority.  
41

42 Z. Any discharges of solid wastes consisting of, but not limited to, hypodermic  
43 needles, syringes, instruments, utensils or other paper and plastic items from hospitals, clinics,  
44 offices of medical doctors, convalescent homes, medical laboratories or other medical facilities.  
45  
46



1 AA. Unused, unwanted, or expired pharmaceuticals (both over the counter and  
2 prescription-only medications) shall not be disposed of in the Brine Line, except in accordance  
3 with federal and state regulations, or in the absence of such regulations, using Best Management  
4 Practices.

5  
6 BB. Any discharges of Mixed Loads from a Liquid Waste Hauler at a Brine Line  
7 Collection Station.

8  
9 CC. Causes fouling, occlusion, or damage to the POTW beyond normal wear and tear.

10  
11 **202.0 DILUTION PROHIBITED AS A SUBSTITUTE FOR TREATMENT.** No User shall  
12 increase the use of water, or in any other manner, attempt to dilute a wastewater discharge as a  
13 partial or complete substitute for adequate treatment to achieve compliance with this Ordinance  
14 and the User's Wastewater Discharge Permit, or to establish an artificially high flow rate for  
15 permitted mass emission rates or permitted flow amounts.

16  
17 **203.0 LIMITATIONS ON GROUNDWATER SURFACE RUNOFF AND SUBSURFACE**  
18 **DRAINAGE.**

19  
20 A. Stormwater, groundwater, surface runoff water, or subsurface drainage, yard  
21 drainage, or runoff from any field, roof, yard, driveway, or street shall not be discharged into the  
22 Brine Line or tributaries thereto, except as provided herein. The General Manager may approve  
23 the discharge of such water when no alternative method of disposal is reasonably available and  
24 to mitigate an environmental risk or health hazard.

25  
26 B. Special Purpose Discharges (i.e. groundwater, surface runoff water, or subsurface  
27 drainage) shall require approval by both the General Manager and the OCSD General Manager  
28 for discharge to the Brine Line or tributaries thereto. Such approval does not constitute a vested  
29 entitlement to discharge. Such a discharge shall require a Wastewater Discharge Permit or  
30 Letter to Discharge. Special Purpose Discharge Permits may have a limited duration for more  
31 than one discharge event. One time discharge events less than 1 million gallons are covered  
32 through a Letter to Discharge.

33  
34 **204.0 LIMITATIONS ON UNPOLLUTED WATER.**

35  
36 A. Unpolluted Water which may include cooling water, heating water, stormwater,  
37 groundwater, surface runoff, subsurface runoff, single pass cooling water, and single pass  
38 heating water shall not be discharged to the Brine Line or tributaries thereto, except as provide  
39 herein. The General Manager may approve the discharge of such water when no reasonable  
40 alternative method of disposal or reuse is available, or to mitigate an environmental risk or  
41 health hazard. The User shall pay all applicable user charges and fees. Stormwater discharges  
42 to the Brine Line are not authorized. The General Manager may provide authorization for  
43 stormwater discharges that comply with SAWPA's stormwater policy, which adheres to  
44 OCSD's stormwater policy. Any deviation from OCSD's stormwater policy must be approved  
45 by OCSD's General Manager followed by SAWPA's issuance of a Wastewater Discharge  
46 Permit, Special Purpose Discharge Permit, or Letter of Discharge.

1  
2 B. Unpolluted water approved for discharge to the Brine Line or tributaries thereto  
3 shall require a Wastewater Discharge Permit from SAWPA.  
4

5 **205.0 LIMITATIONS ON DOMESTIC WASTEWATER AND SEPTAGE WASTE.**  
6

7 A. Domestic wastewater or septage waste from a private sewage disposal system  
8 shall not be discharged to the Brine Line or tributaries thereto, except in specific cases  
9 authorized by the General Manager. The General Manager may approve the discharge on a  
10 temporary basis when no reasonable alternative method is available.  
11

12 B. Any temporary User wanting to discharge domestic or septage wastewater to the  
13 Brine Line or tributaries thereto is required to apply for and obtain a Wastewater Discharge  
14 Permit or Letter to Discharge from SAWPA. The User granted approval shall be responsible for  
15 all applicable charges and fees and shall abide by all conditions as contained in either the  
16 Wastewater Discharge Permit or Letter to Discharge.  
17

18 **206.0 LIMITATIONS ON POINT OF DISCHARGE.** No Person or User shall discharge any  
19 wastewater directly into a maintenance access structure, manhole or other opening in the Brine  
20 Line or tributaries thereto other than through an approved building sewer connection, unless  
21 written permission for the discharge has been granted by the General Manager. This prohibition  
22 shall not apply to authorized SAWPA personnel, contract employees, or Member Agency and  
23 Contract Agency employees involved with the maintenance, cleaning, repair, or inspection of  
24 the Brine Line or tributaries thereto.  
25

26 **207.0 LIMITATIONS ON THE USE OF GRINDERS.** Waste from industrial or commercial  
27 grinders shall not be discharged to the Brine Line or tributaries thereto, except waste generated  
28 in packing or preparing food or food products, but not food service establishments. Such  
29 grinders shall shred the waste to a degree that all particles will be carried freely under normal  
30 flow conditions prevailing in the Brine Line or tributaries thereto. Waste from food service  
31 establishments operating a grinder is prohibited and shall not be discharged into the Brine Line  
32 unless written authorization from the SAWPA General Manager is provided.  
33

34 **208.0 LIMITATIONS ON BIOCHEMICAL OXYGEN DEMAND (BOD).** All wastewater  
35 discharged to the Brine Line or tributaries thereto shall have a monthly average limit for BOD.  
36 All BOD discharges in excess of the established limitations shall be subject to a surcharge fee  
37 and/or a noncompliance fee. These limitations, surcharge fees and noncompliance fees shall be  
38 established by resolution by SAWPA's Commission.  
39

40 **209.0 LIMITATIONS ON INFECTIOUS WASTE DISPOSAL.**  
41

42 A. Those Users that generate liquid infectious and/or etiologic waste must obtain  
43 written permission from the General Manager prior to disposal of the liquid infectious or  
44 etiologic waste to the Brine Line or tributaries thereto. The User must submit a written request  
45 to the General Manager that shall include:  
46

- 1 1. The source and volume of the infectious or etiologic waste;
- 2 2. The procedures and equipment used for waste disinfection; and
- 3 3. Employee training procedures.

4  
5 B. If the General Manager determines that the waste would not be completely  
6 disinfected or rendered inactive, the General Manager shall issue a written denial to the User  
7 and state the reasons for the denial. This denial shall be issued within thirty (30) days from  
8 receipt of the written request.

9  
10 C. If the General Manager determines that complete disinfection or inactivation of  
11 the waste can be achieved prior to discharge of the waste to the collection system, then  
12 conditional written approval may be granted by the General Manager for the disposal of the  
13 waste. Such written letter of approval shall be sent to the User within thirty (30) days of receipt  
14 of the written request.

15  
16 D. If the User is granted permission for disposal, the User shall:

17  
18 1. Completely disinfect or render inactive the liquid waste prior to discharge to  
19 the Brine Line or tributaries thereto as outlined in the approval letter;

20  
21 2. Not dispose of solid infectious or etiologic waste to the Brine Line or  
22 tributaries thereto, including hypodermic needles, syringes, instruments, utensils or other  
23 paper and plastic items of a disposable nature, or recognizable portions of the human or  
24 animal anatomy; and

25  
26 3. Permit the General Manager to conduct periodic inspections to verify that all  
27 disinfection methods, procedures, and practices are being performed.

28  
29 **210.0 LIMITATIONS ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES.** All  
30 spent solutions, sludges, and materials in violation of the User's Wastewater Discharge Permit  
31 limitations for discharge to the Brine Line or tributaries thereto, shall be disposed of in a legally  
32 approved manner at a legally approved disposal site specific for the waste being disposed. All  
33 disposed waste shall be properly manifested as to its origin, type, amount and disposal site in  
34 compliance with all applicable laws and regulations.

35  
36 **211.0 SLUG DISCHARGES.**

37  
38 A. If the General Manager determines that a User has caused a slug discharge into  
39 the Brine Line or tributaries thereto in quantities or concentrations and in a manner or method  
40 not previously approved by the General Manager, then the User shall be liable for any non-  
41 compliance monetary fee, fine or penalty as established by resolution by SAWPA's  
42 Commission. If the User's slug discharge has resulted in damage to the Brine Line or tributaries  
43 thereto or caused Interference or Pass Through at OCS D's POTW, then the User shall be liable  
44 for all associated costs including, administrative costs and overhead, treatment, repairs,  
45 regulatory fines, penalties, legal expenses, damages, and attorney's fees. All Wastewater

1 Discharge Permits issued to SIUs will contain slug control requirements in accordance with 40  
2 CFR 403.8(f) (1) (iii) (B) (6).  
3

4 B. Upon finding that a User has caused a slug discharge into the Brine Line or  
5 tributaries thereto, then the User shall submit a written report to the General Manager how the  
6 slug discharge occurred and how it will be prevented in the future. This report shall be due  
7 within five (5) days of notification to the User by the General Manager.  
8

9 C. Repeated slug discharges by the User shall be grounds for permit revocation and  
10 cessation of all wastewater discharges to the Brine Line or tributaries thereto.  
11

12 **212.0 LIMITATIONS ON WASTEWATER ORIGINATING FROM OUTSIDE THE**  
13 **SERVICE AREA.** Discharge of wastewater originating from outside the SAWPA Inland  
14 Empire Brine Line Service Area is prohibited and is a violation of this Ordinance and the User's  
15 permit, if the user holds a permit at the time of the prohibited discharge. On a case-by-case  
16 basis, SAWPA may seek approval from OCSD to allow the discharge of wastewater originating  
17 from outside the SAWPA Inland Empire Brine Line Service Area. SAWPA shall make the  
18 request on behalf of the potential User who seeks to discharge such wastewater to the Inland  
19 Empire Brine Line. Any approval provided by OCSD will be reflected in a subsequent permit  
20 or Letter to Discharge issued by SAWPA.  
21

22 **213.0 FEDERAL CATEGORICAL PRETREATMENT STANDARDS.** All Industrial Users  
23 subject to a National Categorical Pretreatment Standard shall comply with all requirements of  
24 such standard, and shall also comply with any limitation contained in this Ordinance. The  
25 National Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N and  
26 amendments thereto are hereby incorporated herein by reference. Where duplication of the  
27 same pollutant limitation exists, the limitation which is more stringent shall prevail.  
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**ARTICLE 3**  
**WASTEWATER DISCHARGE CONTRACTS**  
**USER CHARGES AND FEES**

**301.0 INTRODUCTION.** To obtain the maximum benefit from the use of the Brine Line and tributaries thereto, written authorizations from SAWPA to use the Brine Line or tributaries thereto are required. These written authorizations shall be in the form of a Wastewater Discharge Contract (applicable to Direct Dischargers) and a Wastewater Discharge Permit or Letter to Discharge (applicable to Direct and Indirect Dischargers).

**302.0 WASTEWATER DISCHARGE CONTRACT BETWEEN SAWPA AND A MEMBER AGENCY OR CONTRACT AGENCY.** A written Wastewater Discharge Contract, also known as a treatment and disposal agreement, is required between SAWPA and a Member Agency or a Contract Agency wherein the Member Agency or the Contract Agency purchases from SAWPA a right to discharge a specified amount of approved wastewater into the Brine Line or tributaries thereto. The amount of this right will ordinarily be expressed in “capacity units” or million gallons per day (MGD). The minimum capacity unit shall be 0.010 MGD. The Wastewater Discharge Contract shall include but not be limited to:

A. The amount of the discharge right to be purchased or leased (Flow (MGD), BOD (concentration and pounds), TSS (concentration and pounds));

B. The purchase price or lease rate of the discharge right as established by SAWPA’s Commission;

C. A description of operation and maintenance costs, fixed fees and other costs to be paid to SAWPA;

D. A provision that the Wastewater Discharge Contract shall conform with all provisions of SAWPA ordinances and resolutions regulating the availability and use of the Brine Line or tributaries thereto.

E. A description of the operational and regulatory reporting responsibilities as required to comply with applicable State and local regulations including, but not limited to, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

The Wastewater Discharge Contract shall be in addition to a separate agreement(s) by which the Member Agency or the Contract Agency obtained Pipeline Capacity rights. To discharge to the Brine Line sufficient Pipeline Capacity rights and Treatment and Disposal Capacity rights are required.

1 **303.0 WASTEWATER DISCHARGE CONTRACTS BETWEEN A MEMBER AGENCY**  
2 **OR A CONTRACT AGENCY AND A USER OF THE BRINE LINE OR TRIBUTARIES**  
3 **THERE TO.**  
4

5 A. Any potential User of the Brine Line or tributaries thereto must first apply to the  
6 Member Agency or the Contract Agency with jurisdiction for a Wastewater Discharge Contract.  
7 After review and acceptance of the potential User's application, the Member Agency or the  
8 Contract Agency must enter into a Wastewater Discharge Contract with the potential User  
9 before the User may discharge to the Brine Line or tributaries thereto. The Wastewater  
10 Discharge Contract shall be in accordance with Section 302.0 of this Ordinance. The potential  
11 User shall pay to the Member Agency or the Contract Agency all costs associated with  
12 Wastewater Discharge Contract. A Wastewater Discharge Contract must be obtained from a  
13 Member Agency or a Contract Agency prior to filing an application for a Wastewater Discharge  
14 Permit. For wastewater originating from outside the SAWPA Inland Empire Brine Line Service  
15 Area, SAWPA must obtain specific approval from OCSD prior to any and all approvals being  
16 provided to the User such as authorization to discharge, a contract, and a discharge permit.  
17

18 B. All wastewater to be discharged pursuant to the Wastewater Discharge Contract  
19 between a Member Agency or a Contract Agency and a User shall be contingent upon the  
20 issuance by SAWPA to the potential User, a Wastewater Discharge Permit, pursuant to Article 4  
21 of this Ordinance. The User shall also apply for a Wastewater Discharge Permit in accordance  
22 with Article 4 of this Ordinance.  
23

24 C. All fees and charges paid by the User in connection with the Wastewater  
25 Discharge Contract and the Wastewater Discharge Permit are non-refundable. In the event that  
26 the Wastewater Discharge Permit is revoked, the User shall not be entitled to any refund of any  
27 fees and charges it has paid the Member Agency or the Contract Agency or SAWPA.  
28

29 **304.0 USER CHARGES AND FEES.**  
30

31 A. Users shall pay to SAWPA the following categories of costs in conformance with  
32 the Wastewater Discharge Contracts and the applicable resolutions adopted by SAWPA's  
33 Commission:

34 1. Operation and Maintenance Costs or User Charges. These charges shall  
35 include disposal costs for a direct connection to the Brine Line plus all applicable  
36 charges and fees as established by resolution by SAWPA's Commission;  
37

38 2. Liquid Waste Hauler User Charges. These charges shall cover all costs of  
39 SAWPA and it's Member Agencies or it's Contract Agencies for providing Collection  
40 Station service to liquid waste haulers using the Brine Line or tributaries thereto for  
41 wastewater disposal. These charges shall be established by resolution by SAWPA's  
42 Commission;  
43

44 3. Wastewater Discharge Permit Fees. All Wastewater Discharge Permit  
45 application and Wastewater Discharge Permit fees shall be paid directly by the User to  
46 SAWPA and/or Member Agencies and/or Contract Agencies upon invoice. These fees

1 will be established by resolution by SAWPA's Commission.  
2

3 4. Special Purpose Discharge Permit Charge. This charge shall cover all of  
4 SAWPA's costs for providing sewerage service and monitoring for users requiring a  
5 Special Purpose Wastewater Discharge Permit. These costs shall be established by the  
6 General Manager. A deposit determined by the General Manager to be sufficient to pay  
7 these estimated charges shall accompany the Special Purpose Wastewater Discharge  
8 Permit Application.  
9

10 5. Letter to Discharge Charge. This charge shall cover all of SAWPA's costs  
11 for providing sewerage service and monitoring for users requiring a Letter to Discharge.  
12 These costs shall be established by the General Manager. A deposit determined by the  
13 General Manager to be sufficient to pay these estimated charges shall accompany the  
14 Wastewater Discharge Permit Application.  
15

16 6. All Users shall pay all applicable permit fees prior to the renewal of the  
17 Wastewater Discharge Permit.  
18

19 7. Non-Compliance Charges will be as determined in Article 6, Enforcement  
20 and shall be paid directly by the User to SAWPA and/or Member Agencies and/or  
21 Contract Agencies upon invoice. The charges will pass along compliance costs from  
22 OCSD, if any.  
23

24 B. A charge for use of the Brine Line or tributaries thereto may be imposed by a  
25 Member Agency or a Contract Agency to Wastewater Discharge Permit Users. All such charges  
26 shall be paid by the User directly to the Member Agency or the Contract Agency in accordance  
27 with Section 303.0 of this Ordinance.  
28

29 C. SAWPA shall be entitled to recover costs from Users for the implementation of  
30 SAWPA's pretreatment program. These costs relate to matters covered by this Ordinance and  
31 are separate from all other fees chargeable by SAWPA. SAWPA may adopt a resolution(s) to  
32 recover such costs for:  
33

34 1. Developing, implementing, and operating SAWPA's Pretreatment Program  
35 and this Ordinance.  
36

37 2. Monitoring, inspection, surveillance procedures and laboratory costs.  
38

39 3. Reviewing plans and construction inspections.  
40

41 4. Wastewater Discharge Permit application review.  
42

43 5. Wastewater Discharge Permit issuance.  
44

45 6. Reviewing data and reports.  
46

47 7. Noncompliance and enforcement.  
48

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D. Member Agencies or Contract Agencies may directly charge Users for costs related to Collection System maintenance of the Member Agency's or the Contract Agency's Collection System due to the effects of the User's wastewater discharge on the Member Agency's or the Contract Agency's Collection System.

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**ARTICLE 4**  
**WASTEWATER DISCHARGE PERMITS**

**401.0 INTRODUCTION.** Written authorization from SAWPA is required for all Users of the Brine Line and tributaries thereto to ensure the maximum public benefit. The written authorization shall be in the form of a Wastewater Discharge Permit or Letter to Discharge issued by SAWPA. SAWPA will issue all Liquid Waste Hauler Permits issued to entities transporting wastewater to the Collection Stations, per Article 509.0. Pursuant to the 1991 MOU a permit, or Letter to Discharge, will not be issued to the proposed discharger by SAWPA until after OCSD has reviewed the permit application, the proposed permit requirements, and given written concurrence to SAWPA.

**402.0 WASTEWATER DISCHARGE PERMITS.**

A. Users subject to the provisions of this Ordinance shall obtain a Wastewater Discharge Permit prior to the connection or discharge to the Brine Line or tributaries thereto. No vested right shall be given, granted or acquired by the issuance of permits provided for in this Ordinance. User Wastewater Discharge Permits may be issued to Direct Dischargers or Users, Special Purpose Dischargers, and Indirect Dischargers or Users. Alternatively, at the discretion of the General Manager, SAWPA may issue a Letter to Discharge in lieu of a Special Discharge Permit for a specific User with a specific volume of wastewater with a specific set of characteristics that is located at a specific location.

B. A Wastewater Discharge Permit shall not be issued until plans submitted have been approved by the General Manager for any sewer connection which will convey industrial wastewater to the Brine Line or tributaries thereto.

C. The General Manager shall deny or condition discharges of pollutants, or changes in the nature of pollutants, to the Brine Line or tributaries thereto by Users where such discharges do not meet applicable pretreatment standards and requirements or where such discharges would cause violation of this Ordinance, OCSD Ordinance No. OCSD-48 or successors thereto, or where such discharges would cause OCSD to violate any requirements or obligations placed upon OCSD by Regulatory Agencies or agreements.

D. Users required to obtain a Wastewater Discharge Permit shall complete and file with the General Manager a Wastewater Discharge Permit application form provided by the General Manager and shall pay all applicable fees within thirty (30) days of invoicing by SAWPA. The application form may require:

1. Name, address, assessor's parcel number and location (if different from the site address) for the company, owner, and operator.
2. Name and address of the authorized representative(s).
3. North American Industry Classification System (NAICS) number according to the Federal North American Industry Classification System, Office of Management

1 and Budget, 2012, as amended.

2  
3 4. EPA hazardous waste generator's number.

4  
5 5. Wastewater samples analyzed for specified pollutants. The samples shall be  
6 analyzed by a State certified laboratory in accordance with the methods published by the  
7 EPA in 40 CFR Part 136 or as specified.

8  
9 6. Time and duration of the wastewater discharges.

10  
11 7. Average and maximum daily wastewater flow rates, including any seasonal  
12 variation of all wastestreams discharged.

13  
14 8. A list of all environmental control permits held.

15  
16 9. A statement from the property owner or landlord, if different from the  
17 Industrial User, agreeing to the Industrial User's activities, manufacturing processes, and  
18 chemical and material storage.

19  
20 10. Site plans, floor plans, mechanical and plumbing plans with details to show  
21 all sewers, sewer connections, pretreatment equipment, systems and devices, production  
22 areas and all areas of wastewater generation.

23  
24 11. A description of operations which shall include the nature, average rate of  
25 production, and NAICS classification of the operation(s) carried out by the Industrial  
26 User. This description shall include a schematic process diagram that indicates water  
27 quality sampling location(s), and points of discharge to the Brine Line or tributaries  
28 thereto, types of wastes generated, and a list of raw materials and chemicals used or  
29 stored at the facility, which are, or could be discharged to the Brine Line, number of  
30 employees, hours of operation, and type and amount of raw materials processed.

31  
32 12. Informational sheets describing the products manufactured by the User;  
33 Federal Categorical designation (if applicable); what production means are used; the  
34 waste generated; plot plans and diagrams of the facility and wastewater pretreatment  
35 facilities; process flow diagrams, wastewater flow, and wastewater pretreatment  
36 facilities; and waste disposal methods;

37  
38 13. Flow measurement. The User shall submit information showing the  
39 measured average daily and maximum daily flow in gallons per day to SAWPA from  
40 federally regulated process wastestreams and other wastestreams as necessary to allow  
41 use of the Combined Wastestream Formula. Water supply information may be required  
42 that includes the water supplier's name(s) and account number(s).

43  
44 14. Measurement of pollutants. The User shall identify the National  
45 Pretreatment Standard applicable to each regulated process and shall describe which  
46 subcategories might be applicable and cite evidence and reasons why such subcategories

1 are applicable and others are not as required by 40 CFR 403.6(a)(2). The User shall  
2 submit waste characterization information listing all anticipated waste constituents in  
3 both mass and concentration based on a daily average and daily maximum basis and the  
4 maximum flow allowed in the capacity purchase contract.

5  
6 15. Certification statement in 40 CFR Part 403.6(a) (2) (ii) executed by an  
7 authorized representative of the User and prepared by a qualified professional, indicating  
8 whether or not pretreatment standards (national categorical and local) are being met on a  
9 consistent basis. If not, the industrial user shall state if additional operation and  
10 maintenance or additional pretreatment equipment is necessary to achieve compliance  
11 with pretreatment standards and requirements.

12  
13 16. All data submitted, including monitoring data, shall be certified accurate by  
14 an authorized representative of the Industrial User as set forth in 40 CFR Part  
15 403.6(a)(2)(ii).

16  
17 17. Facility Waste Management Plan as defined in Section 520.0 of this  
18 Ordinance.

19  
20 18. Where a federal categorical process has been identified, the User shall submit  
21 a Baseline Monitoring Report with all the elements required by 40 CFR 403.12 (b) no  
22 later than ninety (90) days before discharge commences.

23  
24 19. Any other information as may be necessary for the General Manager to  
25 evaluate the permit application.

26  
27 E. Within ninety (90) days of receiving the completed Wastewater Discharge Permit  
28 application, the General Manager shall evaluate the data furnished by the applicant in the permit  
29 application. After evaluation of the data furnished, the General Manager may issue a  
30 Wastewater Discharge Permit subject to the terms and conditions provided in this Ordinance or  
31 deny a Wastewater Discharge Permit. If the General Manager determines that sufficient  
32 information has been provided by the applicant in the Wastewater Discharge Permit application,  
33 the General Manager may issue a Wastewater Discharge Permit to the applicant within ninety  
34 (90) days of receipt of the Wastewater Discharge Permit application, if the General Manager  
35 finds that all of the following conditions are met:

36  
37 1. The proposed discharge of the applicant is in compliance with the  
38 prohibitions and limitations of this Ordinance and related SAWPA resolutions;

39  
40 2. The proposed operation and discharge of the applicant would not interfere  
41 with the normal and efficient operation of the Brine Line or tributaries thereto and  
42 OCSD's POTW;

43  
44 3. The proposed discharge, operation or business activity of the applicant shall  
45 not result in a violation of OCSD's NPDES permit or cause a Pass Through of any toxic  
46 materials to the environment or OCSD's POTW biosolids; and

1  
2 4. The applicant has been invoiced for all applicable Wastewater Discharge  
3 Permit fees by SAWPA and paid such fees.  
4

5 F. The General Manager may suspend the permit application process if the User's  
6 business will not be operational and no wastewater is planned for discharge at the conclusion of  
7 the application review process. The User must notify the General Manager at least ninety (90)  
8 days prior to the commencement of the business activities and wastewater discharge.  
9

10 G. If the General Manager determines that the proposed discharge(s) will not be  
11 acceptable, then the General Manager shall disapprove the application and shall notify the  
12 applicant in writing, specifying the reason(s) for denial. The denial may apply if the User has not  
13 demonstrated adequate pretreatment equipment to ensure compliance with discharge limitations  
14 and the Ordinance.  
15

16 H. Approved Wastewater Discharge Permits shall be subject to all provisions of this  
17 Ordinance and all other applicable regulations, charges and fees established by resolution by  
18 SAWPA's Commission. Permits may contain the following:  
19

20 1. A statement that indicates the permit issuance date, expiration date and  
21 effective date;  
22

23 2. A statement that indicates the permit is non-transferrable;  
24

25 3. The unit charge or schedule of user charges and fees for the wastewater  
26 discharged to the Brine Line and tributaries thereto as established by ordinance or  
27 resolution;  
28

29 4. Limitations on the average monthly, maximum daily, and instantaneous  
30 maximum concentrations for wastewater pollutants and mass emission rates for  
31 pollutants and/or requirements for Best Management Practices. The SAWPA  
32 Wastestream Correction Formula or WCF may be used to adjust the Local Limits to  
33 account for the presence of SAWPA Industrial Non-Process Wastestreams.  
34

$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

35  
36  
37 Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process  
38 Wastestream(s)

39  $C_C$  = Local Limit for the pollutant constituent

40  $F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

41  $F_T$  = Average daily flow through the sample point

42  $M$  = Total number of SAWPA Industrial Process Wastestreams;  
43

44 5. Limitations on the average monthly and maximum daily wastewater flow  
45 rates;

- 1  
2 6. Requirements for the submittal of a Facility Waste Management Plan;  
3
- 4 7. Requirements for the submittal of daily, monthly, annual and long term  
5 production rates;  
6
- 7 8. Requirements for reporting changes and/or modifications to equipment  
8 and/or processes that affect the quantity or quality of the wastewater discharged;  
9
- 10 9. Requirements for installation and maintenance of monitoring and sampling  
11 equipment and devices;  
12
- 13 10. Self-monitoring, sampling, reporting, notification, and record keeping  
14 requirements. These requirements shall include an identification of pollutants or BMPs  
15 to be monitored, sampling location, sampling frequency, and sample type (required);  
16
- 17 11. The process for seeking a waiver from monitoring for a pollutant neither  
18 present nor expected to be present in the discharge (required);  
19
- 20 12. Requirements for the installation of pretreatment technology, pollution  
21 control, or construction of appropriate spill containment devices;  
22
- 23 13. Specifications for monitoring programs which may include: sampling  
24 location(s); frequency of sampling; pollutant violation notification and resampling  
25 requirements; number, types and standards for tests; reporting schedules; and self-  
26 monitoring standard operating procedures (SOPs);  
27
- 28 14. Requirements to control Slug Discharge, if determined by the General  
29 Manager to be necessary;  
30
- 31 15. Requirements for reporting flow and pollutant exceedances;  
32
- 33 16. Consent to entry onto the User's premises to assess compliance by  
34 inspection, records examination, sampling, and monitoring;  
35
- 36 17. If compliance with pretreatment standards cannot be met on a consistent  
37 basis, then a compliance schedule shall be required. This schedule shall provide the  
38 shortest possible time for the User to provide additional pretreatment and/or operations  
39 and maintenance to achieve compliance. The compliance schedule shall contain  
40 increments of progress (called milestones) in the form of dates, not to exceed nine (9)  
41 months unless specifically approved otherwise by the Commission, for the  
42 commencement and completion of major events leading to the construction and  
43 operation of additional pretreatment required for the User to achieve compliance with  
44 applicable categorical pretreatment standards;  
45
- 46 18. Compliance Schedule Progress Reports, if required, shall be submitted every

1 thirty (30) days during the time the compliance schedule is in force, including a final  
2 compliance report at the conclusion of the compliance schedule. The User shall state  
3 whether or not compliance was achieved for the increment of progress to be met on such  
4 a date. If progress cannot be achieved, the User shall state the reasons for the delay and  
5 the steps to be taken to return to the dates originally established in the compliance  
6 schedule;

7  
8 19. Requirements for submission of technical reports, contingency plans or  
9 discharge reports, Baseline Monitoring Reports (BMR), compliance reports, or reports  
10 on continued compliance;

11  
12 20. Reports on compliance with Categorical Pretreatment Standard Deadlines.  
13 All Categorical Industrial Users shall submit reports to the General Manager containing  
14 the information described in Section 501. For existing Categorical Industrial Users, the  
15 report shall be submitted within ninety (90) days following the date for final compliance  
16 with applicable categorical pretreatment standards. For new Categorical Industrial  
17 Users, the report shall be due thirty (30) days following the commencement of  
18 wastewater discharge into the Brine Line or tributaries thereto. These reports shall  
19 contain long term production rates and actual production during the wastewater  
20 sampling periods. All reports must have an accompanying statement reviewed by an  
21 authorized representative of the User and certified by a qualified professional stating  
22 whether the pretreatment standards are or are not being met as set forth in 40 CFR  
23 Section 403.12(b)(6) and amendments thereto;

24  
25 21. All Significant and Categorical Industrial Users shall submit Periodic  
26 Compliance Reports at least every six months as specified in the Wastewater Discharge  
27 Permit. These reports shall include effluent sample analyses with the name and  
28 concentration or mass of the pollutants in the Wastewater Discharge Permit; average and  
29 maximum daily wastewater flows for all regulated processes and total flow for the  
30 reporting period; average and maximum daily production rates (if applicable); total  
31 production for the reporting period (if applicable), and information related to the  
32 application and compliance with Best Management Practices in use (if applicable);

33  
34 22. All required reports: BMRs, compliance reports, periodic reports on  
35 continued compliance, and sample data submittals, must be signed and certified by an  
36 authorized representative of the User, using the certification statement contained in 40  
37 CFR Part 403.6(a)(2)(ii) When submitting reports electronically, the authorized  
38 representative shall have filled out a signed Subscriber Agreement agreeing to submit  
39 self-monitoring data required by the Industrial Wastewater Discharge Permit, and  
40 agreeing that the use of an electronic signature device (Username, Personal  
41 Identification Number, and Challenge Question/Answer) shall serve as a legally  
42 enforceable signature in the same manner as an original signature on a paper document;

43  
44 23. Requirements for maintaining and retaining all records relating to the  
45 wastewater monitoring, sample analyses, production, waste disposal, recycling, and  
46 waste minimization as specified by the General Manager;

1  
2 24. Requirements for notification of slug or accidental discharges, immediate  
3 notification to the General Manager of any changes affecting the potential for a slug  
4 discharge and significant changes in volume or characteristics of the pollutants  
5 discharged;

6  
7 25. Requirement for notification to SAWPA of all on-site spills;

8  
9 26. Statement of applicable civil and criminal penalties for violation of  
10 pretreatment standards and requirements, and any other applicable compliance schedule,  
11 and responsibility for damages, legal expenses, attorney's fees, administrative and  
12 overhead costs for violation of any applicable pretreatment ordinances, standards and  
13 requirements and this Ordinance and amendments thereto;

14  
15 27. Other conditions as deemed appropriate by the General Manager to ensure  
16 compliance with this Ordinance.

17  
18 I. Wastewater Discharge Permit conditions and requirements may be appealed in  
19 writing to the General Manager within ten (10) business days after the issuance date. The  
20 written appeal shall state all of the facts and reasons that constitute the basis for such an appeal.  
21 The written appeal shall be addressed by the General Manager within thirty (30) business days  
22 from the date of filing of the written appeal and may hold an appeal hearing with the Permittee.  
23 The General Manager shall issue a final written determination on the appeal within forty-five  
24 (45) business days from the date of filing of the written appeal. Any User aggrieved by the final  
25 decision issued by the General Manager under this Section may seek an appeal to the SAWPA  
26 Commission by filing an appeal within ten (10) business days following the service of the  
27 General Manager's final written determination on the appeal. The written appeal to the  
28 Commission shall state all of the facts and reasons that constitute the basis for such an appeal.  
29 Failure to file such an appeal within ten (10) business days shall be deemed a waiver of the  
30 appeal process.

31  
32 **403.0 PERMIT DURATION.** Wastewater Discharge Permits or other control mechanisms  
33 shall be issued for a specified time period and shall not exceed the maximum duration of five (5)  
34 years. The actual duration of a Significant Industrial User permit shall not exceed the duration  
35 codified in OCSD's approved Pretreatment Program document, or successor thereof. The  
36 maximum durations of other permit or control mechanisms types shall not exceed the durations  
37 codified in OCSD's current Wastewater Discharge Regulations, OCSD's Ordinance No. OCSD-  
38 48, or successors thereof.

39  
40 **404.0 DUTY TO COMPLY.** All Users have a duty to comply with this Ordinance, related  
41 resolutions, and all conditions and limitations in the permit. Failure to comply with the  
42 requirements contained in this Ordinance, related resolutions and/or the permit may be grounds  
43 for Wastewater Discharge Permit Revocation pursuant to Section 607.0, termination of service  
44 pursuant to Section 608.0, administrative actions, or enforcement proceedings including,  
45 injunctive relief, civil or criminal penalties, and summary abatement pursuant to Article 6 of  
46 this Ordinance. Mandatory minimum penalties shall also be assessed where appropriate.

1  
2 **405.0 PERMIT RENEWAL, EXTENSION AND FEES.** All Users subject to wastewater  
3 discharge permitting by SAWPA shall submit a completed Wastewater Discharge Permit  
4 application for permit renewal at least ninety (90) days prior to the expiration of the User's  
5 existing permit. All Users shall pay all applicable permit fees prior to the renewal of the  
6 Wastewater Discharge Permit. No Wastewater Discharge Permit shall be renewed if the User  
7 has not paid all applicable fees within thirty (30) days of invoicing by SAWPA, submitted  
8 required monitoring information or production reports, or submitted any other required permit  
9 information. In the event the General Manager cannot issue the permit prior to the expiration  
10 date of the current permit and the submitted application has been received and deemed  
11 complete, he/she may issue a written extension of the expired permit as deemed appropriate by  
12 the General Manager. Users which do not have a valid Wastewater Discharge Permit shall be  
13 considered in violation of this Ordinance and subject to enforcement action and any applicable  
14 surcharge fee, fine, penalties, damages, legal expenses, attorney's fees, administrative and  
15 overhead costs.

16  
17 **406.0 PERMIT MODIFICATIONS.** The terms and conditions of the Wastewater Discharge  
18 Permit may be subject to modification by the General Manager during the term of the permit as  
19 limitations or requirements are modified or added or due to other just causes including, but not  
20 limited to:

21  
22 A. To incorporate any new or revised federal, state, or local pretreatment standards  
23 or requirements;

24 B. To address significant alterations or modifications to the User's operation,  
25 processes, or wastewater volume or character since the time of the Wastewater Discharge Permit  
26 issuance;

27  
28 C. A change in the OCSD's POTW that requires either a temporary or permanent  
29 reduction or elimination of the permitted discharge. Reasonable time frames for compliance  
30 will be allocated for Users affected by the change(s);

31  
32 D. The User's discharge poses a threat to the OCSD's POTW, SAWPA and/or  
33 OCSD personnel, contract employees, the public, or receiving waters;

34  
35 E. Violation of any term or condition of the Wastewater Discharge Permit;

36  
37 F. Misrepresentations or failure to fully disclose all relevant facts in the Wastewater  
38 Discharge Permit application or in any required reporting; or

39  
40 G. To correct typographical or other errors in the Wastewater Discharge Permit.

41  
42 Any modifications in the permit shall include a reasonable time schedule for compliance, if  
43 necessary.

44  
45 **407.0 NO PERMIT TRANSFER OR ASSIGNMENT.** Wastewater Discharge Permits are  
46 issued to a specific User for a specific operation at a specific location or for a specific liquid



1 waste hauler, for a specified time and create no vested rights. No Wastewater Discharge Permit  
2 shall be assigned, transferred, pledged or sold to a new owner, new User, or different premises.  
3

4 A. When the permittee is a legal entity (such as a corporation, partnership, limited  
5 liability company, or other legal entity), the permittee is deemed to have undergone a change of  
6 ownership when any other legal entity or person acquires a direct or indirect ownership or  
7 control of more than fifty percent (50%) of the total ownership interest in the permittee. The  
8 permit is void if an attempt is made to assign, transfer, pledge or sell the permit to a new owner,  
9 new User, or a different premise.  
10

11 B. At least thirty (30) days prior to the sale or change of ownership of any business  
12 operating under a permit, the Permittee shall notify SAWPA in writing of the proposed sale or  
13 change of ownership. The successor owner shall apply to SAWPA for a new permit at least  
14 fifteen (15) days prior to the sale or change of ownership in accordance with the provisions of  
15 this Ordinance. A successor owner shall not discharge any wastewater for which a permit is  
16 required by this Ordinance until a new permit or Letter to Discharge is issued to the successor  
17 owner.  
18

19 C. The written notification of intended sale or change of ownership shall be in a  
20 form approved by SAWPA and shall include a written certification by the new owner or  
21 Authorized Representative, which shall include as a minimum:  
22

- 23 1. the specific date on which the sale or change of ownership is to occur; and
- 24 2. an acknowledgement to comply with all the terms, conditions, limits, and  
25 provisions of this Ordinance and the new permit or Letter to Discharge.  
26  
27

28 D. In the event that the General Manager determines that any person is discharging  
29 industrial wastewater directly or indirectly to the Inland Empire Brine Line without a valid  
30 Permit, the General may issue to such person a Temporary Wastewater Discharge Permit  
31 (Temporary Permit) containing such conditions, limitations, restrictions, and other provisions or  
32 requirements which the General Manager determines are necessary or advisable to protect the  
33 Inland Empire Brine Line system and to assure compliance with all federal, state and SAWPA  
34 discharge requirements. This Temporary Permit shall be enforceable until such time as a Permit  
35 is issued. The discharger shall immediately comply with all of the provisions and requirements  
36 of such Temporary Permit, and shall apply for a Permit within thirty (30) days from the issuance  
37 of the Temporary Permit. In no cases shall an extension be granted for the thirty (30) day  
38 requirement. A Temporary Permit is for a limited duration and shall not be extended. A  
39 Temporary Permit is revocable by the General Manager at any time. Any person whose  
40 Temporary Permit is revoked shall immediately cease and desist all discharge of any industrial  
41 wastewaters.  
42

43 **408.0 WASTEWATER DISCHARGE CONTRACT CAPACITY RIGHTS.** Except as  
44 otherwise provided in Section 409.0 below, no User shall exceed its wastewater discharge  
45 capacity right into the Brine Line or tributaries thereto. Whenever a User's monthly average  
46 flow exceeds the User's Wastewater Discharge Permit capacity right, the User shall notify the

1 appropriate Member Agency or Contract Agency and SAWPA within five (5) calendar days of  
2 discovering the exceedance. If the monthly average flow exceedance is an isolated event, then  
3 the User shall be liable for costs incurred with the additional wastewater discharge in excess of  
4 the purchased discharge capacity right. If the daily exceedance is a necessary part of the User's  
5 business activities, then the User shall, within five (5) calendar days, make application to  
6 acquire and pay for sufficient additional wastewater discharge capacity right in the Brine Line or  
7 tributaries thereto which shall be retroactive to the date of the exceedance. The additional  
8 purchased capacity right shall result in a wastewater discharge capacity right that exceeds the  
9 User's daily flow by ten (10) percent or as approved by the General Manager. Any User who  
10 fails to purchase the additional wastewater discharge capacity right when required shall be  
11 subject to enforcement actions.

12  
13 **409.0 OPERATIONAL EMERGENCY DISCHARGE.** Notwithstanding the provisions of  
14 Section 408.0 above, if due to an operational emergency, a User must discharge in excess of its  
15 existing wastewater discharge capacity right, then, after providing the General Manager with at  
16 least two (2) business days advance notice if practicable, the User may do so for a period not to  
17 exceed one-hundred eighty (180) days without incurring the obligation to purchase an additional  
18 wastewater discharge capacity right, provided that the User fully complies with the provisions of  
19 this Section, this Ordinance, permit conditions at all times, and pays for such discharge as  
20 determined by the General Manager.

21  
22 A. As used herein, "Operational Emergency", shall mean an equipment breakdown or  
23 other malfunction which causes the User to discharge in excess of its existing treatment and  
24 disposal capacity right in the Brine Line.

25  
26 B. Prior to or by the next business day following the commencement of the emergency  
27 discharge the User shall provide written notice to the General Manager identifying:

- 28  
29 1. The nature of the emergency requiring the excess discharge;  
30  
31 2. The anticipated duration of the excess discharge; and  
32  
33 3. The name of the user's employee whom the General Manager may contact  
34 for further information.

35  
36 C. The General Manager may order that such emergency discharges cease  
37 immediately or impose on the Discharger such requirements as the General Manager deems  
38 appropriate and necessary to protect SAWPA's facilities and interest, including the Brine Line  
39 and tributaries thereto, and OCSD's POTW.

40  
41 D. User shall pay to SAWPA a surcharge on the flow exceeding the User's existing  
42 wastewater discharge capacity right, in addition to the payment of the volumetric, BOD and  
43 TSS charges for the entire daily flow. The surcharge shall be applied to the excess flow, BOD  
44 and TSS and be calculated using the rate established annually by Resolution of the Commission.

45  
46 E. If upon expiration of the one hundred eighty (180) day period the User's daily

1 flow continues to exceed the User's existing wastewater discharge capacity right, then the User  
2 shall immediately acquire additional increments of wastewater discharge capacity right pursuant  
3 to Section 408.0 of this Ordinance.  
4

5 F. A User causing or making an Operational Emergency Discharge shall be liable  
6 for any surcharges, fees, fines, penalties, damages, legal expenses, attorney's fees,  
7 administrative and overhead costs, and other direct or indirect costs incurred by SAWPA as a  
8 result of such discharge.  
9

10 **410.0 LIQUID WASTE HAULER PERMITS.** Prior to discharging any wastewater to the  
11 Brine Line or tributaries thereto, Users hauling and disposing of wastewater to a Collection  
12 Station must apply for and obtain a separate liquid waste hauler permit. This permit is separate  
13 and in addition to the Wastewater Discharge Permit required for each wastewater Indirect  
14 Discharger or Generator. Liquid waste hauler permits are issued by the SAWPA General  
15 Manager in accordance with Sections 401 and 402; after all required permit application  
16 information, insurance, and fees are provided. Additional liquid waste hauler requirements are  
17 defined in Section 509.0. All liquid waste haulers shall comply with all permit requirements  
18 and conditions, permitting and disposal procedures as established by this Ordinance, and pay all  
19 applicable fees established by resolution. All liquid waste haulers shall obtain all other  
20 applicable permits required by city, county or state agencies. All liquid waste haulers shall also  
21 abide by the following requirements and conditions:  
22

23 A. Hauling and disposing of wastewater only to a designated and authorized Brine  
24 Line Collection Station for permitted liquid waste haulers shall be established by SAWPA.  
25

26 B. Liquid waste haulers seeking a permit to use SAWPA's Brine Line Collection  
27 Stations shall complete and file with the General Manager a Liquid Waste Hauler Permit  
28 application provided by SAWPA. This application may require the following information:  
29

30 1. Name, address, and phone number of the liquid waste hauler.  
31

32 2. Number of vehicles, gallon capacity of each vehicle, license plate of each  
33 vehicle, tanker and trailer, ownership, make and model of all vehicles that are operated  
34 by the hauler for purposes of hauling liquid wastes.  
35

36 3. Person to contact regarding the information contained in the application.  
37

38 4. The name and policy number of the insurance carrier and bonding company.  
39 The Liquid Waste Hauler Company must carry the following insurance to be permitted  
40 by SAWPA:  
41

42 C. General Liability of \$1,000,000 per each occurrence and \$2,000,000 General  
43 Aggregate;  
44

45 D. Commercial Auto Insurance of \$1,000,000 combined single limit;  
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E. Workers Compensation of \$1,000,000 per each accident; and

F. Pollution Liability of \$1,000,000. Such liability insurance shall be in a form and with liability limits and deductible satisfactory to the General Manager and such liability insurance requirements shall be included in the permit issued to the liquid waste hauler. Separate Pollution Liability insurance is not required if specifically covered by other liability policies.

1. The name(s), address(es), telephone number(s), Brine Line permit information, and descriptions(s) of the industries or clients contracting the liquid waste hauler to transport their wastewater to the Brine Line Collection Station.

2. Authorized representative and signature.

3. Other information as may be required by the General Manager.

G. All liquid waste haulers shall obtain a Liquid Waste Hauler Permit from SAWPA prior to discharging to the Brine Line or tributaries thereto. Liquid Waste Hauler Permits shall be issued for a period of up to three (3) years. All terms and conditions of the permit may be subject to modification and change by the General Manager at any time during the duration of the permit. The liquid waste hauler permit may include the following:

1. Business name, address, and phone number.

2. Restrictions on discharge times and compliance with operating hours for designated Collection Station.

3. Conditions upon which permit revocation, suspension, or termination can occur.

4. Consent to enter the User's premises to assess compliance with permit requirements and conditions and this Ordinance by inspection and records examination;

5. Permit number.

6. Record keeping and reporting requirements.

7. Compliance with applicable rules and regulations of this Ordinance and the Riverside County Health Department, San Bernardino County Health Department, or other county having jurisdiction regarding cleanliness, sanitary conditions, and liquid waste hauler vehicle requirements.

8. Requirements to notify the General Manager immediately of any unusual circumstances observed during liquid waste pumping operations.

9. Other conditions, limitations or prohibitions deemed appropriate by the

1 General Manager, including pollutant discharge limitations or local limits.

2  
3 H. Permits to use the Brine Line Collection Stations of SAWPA are subject to all  
4 applicable provisions of this Ordinance.

5  
6 I. Liquid wastes disposed of at SAWPA's Brine Line Collection Stations shall be  
7 subject to sampling and analysis to determine compliance with all applicable provisions of this  
8 Ordinance. The sampling shall be performed or supervised by authorized personnel of SAWPA  
9 or SAWPA's duly authorized designees and shall be taken at any time during the delivery of the  
10 load, including prior to the discharge of the load from the liquid waste hauler to SAWPA's  
11 Brine Line Collection Stations. If the wastes are found to be unacceptable, the liquid waste  
12 hauler may be liable for all costs associated with the inspection, sampling, and analysis. The  
13 General Manager may reject a load and deny disposal if the wastewater or required  
14 documentation does not comply with the provisions of this Ordinance, the Liquid Waste  
15 Hauler's permit, or the Indirect Discharger's permit.

16  
17 J. If the liquid waste hauler transports both industrial wastes and domestic wastes,  
18 the liquid waste hauler shall remove all domestic waste contamination from the interior of the  
19 vacuum tank prior to removing any industrial wastes from a permitted site.

20  
21 K. The General Manager may deny the issuance of a liquid waste hauler permit on  
22 any of the following conditions:

23  
24 1. The applicant knowingly falsified information on the application or any  
25 document required by the application;

26  
27 2. The applicant's previous liquid waste hauler permit is under suspension or  
28 probation or has been otherwise revoked; or

29  
30 3. The applicant is not current on all disposal and permit related reports,  
31 insurance, and payment of fees.

32  
33 L. In the event a liquid waste hauler permit application is denied, the General  
34 Manager shall notify the applicant in writing of such denial and the appeal procedures. Such  
35 notification shall state the grounds for such denial and necessary actions that must be taken by  
36 the applicant prior to the issuance of a permit.

37  
38 M. All liquid waste hauler permits issued to any Liquid Waste Hauler may be  
39 revoked, suspended or entered into a probationary period upon a finding by the General  
40 Manager that any of the following conditions exist:

41  
42 1. Such Liquid Waste Hauler or representative thereof has changed, altered or  
43 otherwise modified the face of a permit or authorization document without the  
44 permission of the General Manager;

45  
46 2. Such Liquid Waste Hauler or representative thereof has violated any

1 condition of the permit;  
2

3 3. Such Liquid Waste Hauler or representative thereof has falsified any  
4 application, record, report or monitoring results required to be maintained, or has failed  
5 to make them immediately available to the General Manager upon request or has  
6 withheld required information, such Person or representative thereof has filed  
7 documents with falsified or repeatedly incorrect information;  
8

9 4. Such Liquid Waste Hauler or representative thereof failed to halt  
10 immediately any discharge into a SAWPA designated collection station upon the order  
11 of any authorized SAWPA employee;  
12

13 5. Such Liquid Waste Hauler or representative thereof discharged or attempted  
14 to discharge a hazardous waste or material or otherwise prohibited discharge into a  
15 SAWPA designated collection station;  
16

17 6. Such Liquid Waste Hauler or representative thereof discharged or attempted  
18 to discharge domestic waste into a SAWPA designated collection station;  
19

20 7. Such Liquid Waste Hauler or representative thereof has done physical  
21 violence or harm to any SAWPA employee, authorized representative, or contract  
22 employee;  
23

24 8. Such Liquid Waste Hauler or representative thereof has made threatening  
25 remarks or threatening acts towards any SAWPA employee, authorized representative,  
26 or contract employee.  
27

28 9. Such Liquid Waste Hauler or representative thereof discharged or attempted  
29 to discharge wastewater from a source not cited on the Liquid Waste Hauler's permit.  
30

31 N. Any liquid waste hauler permit which has been revoked, suspended or entered  
32 into probation pursuant to this Section may be reinstated upon a finding by the General Manager  
33 that the condition which resulted in such revocation no longer exists.  
34

35 O. Upon determination of a violation of this Ordinance or the conditions of a liquid  
36 waste hauler permit, the permittee shall be subject to the enforcement actions set forth in Article  
37 6 of this Ordinance, or as is otherwise contained in the liquid waste hauler permit as necessary  
38 to protect the Brine Line or tributaries thereto, OCSD's POTW, the public, the environment,  
39 SAWPA employees, authorized representatives, or contract employees.  
40

41 P. Suspension and periods of probation may be imposed by the General Manager for  
42 any length of time, up to one year.  
43

#### 44 **411.0 COLLECTION STATIONS.**

45

46 A. Nothing in this Ordinance precludes the use of an alternate Collection Station

1 in the event of an emergency or planned maintenance activity that disrupts service provided at  
2 the primary Collection Station.

3  
4 B. Collection Stations shall be operated as agreed per either a Wastewater  
5 Discharge Permit or a Memorandum of Understanding between SAWPA and the operating  
6 agency with concurrence from OCSD.

7  
8  
9 **412.0 GROUNDWATER, SURFACE RUNOFF, OR SUBSURFACE DRAINAGE.**

10  
11 A. The discharge of groundwater, surface runoff, or subsurface drainage directly or  
12 indirectly to the Brine Line is prohibited unless determined by the General Manager that there is  
13 no alternative method of disposal reasonably available and to mitigate an environmental risk or  
14 health hazard.

15  
16 B. Stormwater discharges to the Brine Line are not authorized. The General  
17 Manager may provide authorization for stormwater discharges that comply with SAWPA's  
18 policy, which adheres to OCSD's policy.

19  
20 1. Unless permitted to do so in accordance with subparagraph (A) hereof, no  
21 User shall allow wastewater and stormwater to mix before discharging to the Brine Line.

22  
23 C. Applications for consideration under subparagraph (A) shall be submitted to the  
24 General Manager and shall include all information deemed necessary by the General Manager.  
25 Information may include but is not limited to:

26  
27 1. Completed permit application.

28  
29 2. Detailed site information including but not limited to structure locations,  
30 pavements, grades, storm drain facilities, hydrologic calculations.

31  
32 3. Documentation justifying a need to discharge surface runoff to the Brine Line  
33 or tributaries thereto to prevent surface and subsurface water contamination.

34  
35 4. A description of the facilities to be provided and required operation and  
36 maintenance by the User to prevent the pollution of stormwater by industrial waste and  
37 waste generated by the User.

38  
39 **413.0 WASTEWATER FROM OUTSIDE THE SAWPA INLAND EMPIRE BRINE**  
40 **LINE SERVICE AREA.**

41  
42 Any Industrial User outside of SAWPA's Inland Empire Brine Line Service Area proposing to  
43 discharge wastewater directly or indirectly within SAWPA's Inland Empire Brine Line Service  
44 Area must first obtain approval from SAWPA's Commission and OCSD's General Manager  
45 before a permit may be issued to discharge under this Ordinance per section 212.0. Such  
46 approval will be on a case-by-case basis and at the sole discretion of the Commission and

1 OCSD. Such approval does not constitute a vested entitlement to discharge. If such approval is  
2 provided, in addition to any other conditions imposed by the SAWPA's Commission and  
3 OCSD's General Manager, the Industrial User shall comply with the following conditions:  
4

5 1. SAWPA requires that the existing sewerage agency having jurisdiction for  
6 the industrial user location outside SAWPA's Inland Empire Brine Line Service Area be  
7 added as a co-signer to SAWPA's MJPA, classified as a Contract Agency, and assume  
8 all Pretreatment Program responsibilities as required by SAWPA. The MJPA will  
9 specifically allow SAWPA in conjunction with the Member Agency or Contract Agency  
10 to issue a permit and conduct the Pretreatment Program at the Industrial User's site. For  
11 agency owned facilities, which shall be classified as an Industrial User, SAWPA shall be  
12 the sole signatory and SAWPA alone shall issue the permit to the agency.  
13

14 2. If an Industrial User outside SAWPA's Inland Empire Brine Line Service  
15 Area is allowed to discharge to the Inland Empire Brine Line, the Industrial User shall  
16 not co-sign SAWPA's MJPA, nor is the Industrial User considered a Contract Agency.  
17 The Industrial User shall abide by all SAWPA Pretreatment Program requirements.  
18

19 3. The Industrial User shall provide written site access authorization to SAWPA  
20 and OCSD to conduct monitoring and for site inspections.  
21

22 4. The Industrial User shall have a contract with a SAWPA permitted Liquid  
23 Waste Hauler if operating as an indirect discharger.  
24

25 Except for an emergency, a threat to the health, safety and welfare of the community or  
26 SAWPA, or a failure to comply with, or a violation of, this Ordinance and related resolutions,  
27 SAWPA will endeavor to provide ninety (90) days advance written notice prior to terminating a  
28 discharge permit issued to a Generator located outside the Inland Empire Brine Line Service  
29 Area. The General Manager may terminate or revoke a permit issued under this subsection as  
30 provided in this Ordinance.  
31

32 Subject to applicable legal requirements, the rates charged to the Generator may be adjusted by  
33 SAWPA as necessary to recover costs incurred. Permit and disposal fees for Generators and/or  
34 Liquid Waste Hauler Permittees are determined by SAWPA Commission resolution.  
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**ARTICLE 5**  
**MONITORING, REPORTING, INSPECTION AND**  
**FACILITIES REQUIREMENTS**

**501.0 MONITORING AND REPORTING.**

A. At the direction and discretion of the General Manager, any User discharging wastewater directly or indirectly into the Brine Line or tributaries thereto, shall be required to install sampling station(s) and measuring device(s) to measure the quality and quantity of wastewater discharged. These measuring devices may include but are not limited to: flow meters and recorders, pH meters and recorders, and electrical conductivity meters and recorders, and process water meters.

B. The sampling station and/or measuring device shall be provided by the User in compliance with this Ordinance and all applicable building, plumbing, and construction codes. Monitoring or metering facilities may be required to have a security closure that can be locked with a SAWPA lock during sampling and monitoring. Construction shall be completed within a reasonable time frame as required in written notification from the General Manager.

C. The General Manager shall have the absolute right to install temporarily upon the User's property such devices as are necessary to conduct wastewater sampling, compliance monitoring or metering operations.

D. No User shall interfere with, delay, resist, or refuse entrance by authorized SAWPA personnel or contract employees or authorized OCSD personnel installing wastewater monitoring equipment on the User's property. Any permanent or temporary obstruction of easy access to the sampling, monitoring, or metering locations shall be immediately removed by the User or property owner at the written or oral request of the General Manager and shall not be replaced.

E. The sampling station or measuring devices shall be maintained for continuous sampling or metering. The measuring devices shall be calibrated as often as necessary to ensure accurate measurements according to manufacturer's specifications. Flow meters shall be calibrated in accordance with 505.0. All maintenance and calibration work shall be performed at the User's expense.

F. All Users that are required to install and maintain monitoring equipment shall report to SAWPA and the Member Agency or the Contract Agency the failure of such equipment within twenty-four (24) hours. The notification may be accomplished by a telephone call, electronic mail, telefax transmission, personal visit to SAWPA or the Member Agency or the Contract Agency, or a hand delivered notification to SAWPA or the Member Agency or the Contract Agency. A written report documenting the cause of the failure and the corrective actions taken shall be submitted to the General Manager within five (5) business days of discovering the failure.

G. All Users that are required to self-monitor shall have all samples collected and

1 analyzed and reported according to 40 CFR 403.12(g) and amendments thereto. Samples shall  
2 be collected and analyzed during the period covered by the report and shall be representative of  
3 the conditions occurring.  
4

5 1. Except as indicated in 2 and 3 below, the User shall collect wastewater  
6 samples using twenty-four (24) hour time or flow proportional composite samples. Time  
7 or flow proportional composite sampling or grab sampling, must be representative of the  
8 discharge.  
9

10 2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides  
11 and volatile organic compounds must be obtained using grab collection techniques.  
12

13 3. For sampling required in support of baseline monitoring and ninety (90) day  
14 compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide,  
15 total phenols, oil and grease, sulfide and volatile organic compounds for facilities which  
16 historical sampling data does not exist. For facilities for which historical sampling data  
17 are available a reduced number of samples may be allowed. For self-monitoring  
18 sampling, the User is required to collect the number of grab samples necessary to assess  
19 and assure compliance with discharge limits.  
20

21 4. If a User monitors for regulated pollutants at the appropriate sampling  
22 location more frequently than the minimum required, the results of the additional  
23 monitoring shall be reported.  
24

25 H. All pollutant monitoring techniques and analyses, to be submitted as part of a  
26 discharge application or self-monitoring report shall be performed in accordance with the  
27 techniques in 40 CFR Part 136 and amendments thereto unless otherwise prescribed in a  
28 categorical pretreatment standard or in the User's Wastewater Discharge Permit.  
29

30 I. All Users that are required to self-monitor shall submit and certify all records of  
31 sampling that include the following information and documents:  
32

33 1. The date, monitoring location, method, and time of monitoring (including the  
34 time for each grab whether or not they are later composited into one or more samples)  
35 and the names of the person or persons taking the samples;  
36

37 2. The dates the analyses were performed;  
38

39 3. Who performed the analyses;  
40

41 4. The analytical techniques/methods used;  
42

43 5. The results of such analyses;  
44

45 6. A copy of the laboratory sample analysis sheet; and  
46

1                   7. A copy of the chain-of-custody form which includes sample collection details  
2 such as sample container type, preservation, etc.  
3

4 These records shall remain available for a period of three (3) years. This period shall  
5 automatically be extended for the duration of any litigation concerning the User, or where the  
6 User has specifically been notified of a longer retention period by the General Manager.  
7

8           J. All permitted Users that take more than one grab sample in a twenty-four (24)  
9 hour period to demonstrate compliance with oil and grease shall comply with the following  
10 conditions:  
11

12                   1. No single oil and grease grab sample shall exceed the User's permitted  
13 instantaneous maximum limit for oil and grease at any time.  
14

15                   2. The average result from all individual oil and grease grab samples taken in a  
16 twenty-four hour period shall not exceed the User's permitted limit for oil and grease.  
17

18           K. All Users that are required to self-monitor shall report pollutant violations in any  
19 wastewater sample from an approved monitoring location to the General Manager within twenty-  
20 four (24) hours of becoming aware of the violation. The reporting may be accomplished by a  
21 telephone call, electronic mail sent to a pre-approved list of electronic mail addresses, telefax  
22 transmission, or a meeting with the General Manager or a Member Agency or a Contract  
23 Agency as necessary to comply with the conditions of the Wastewater Discharge Permit. The  
24 violation reporting shall contain the date and time of the wastewater sample, the discharge flow  
25 rate or volume represented by the sample, a preliminary explanation for the violation(s),  
26 proposed corrective action, and the date scheduled for the required resample. Failure to report  
27 pollutant violations as stated shall constitute a violation of this Ordinance and may subject the  
28 User to enforcement actions.  
29

30           L. Any sample collected from a sample box, designated monitoring point or other  
31 representative sampling location shall be considered representative of the wastewater discharged  
32 to the Brine Line or tributaries thereto.  
33

34           M. All Users that are required to have flow measurement are required to take daily  
35 twenty-four (24) hour readings of their wastewater effluent flow. The User shall report  
36 exceedances of their daily permitted flow within twenty-four (24) hours of discovering the  
37 violation. The reporting may be accomplished by a telephone call, electronic mail sent to a pre-  
38 approved list of electronic mail addresses, telefax transmission, or a meeting with the General  
39 Manager or a Member or Contract Agency as necessary to comply with the conditions of the  
40 Wastewater Discharge Permit, or a hand delivered notification to SAWPA. The flow  
41 exceedance report shall have the total flow, the reason for the flow exceedance, and the name of  
42 the person reporting the flow exceedance. This report shall also be in compliance with Article 4  
43 of this Ordinance. Failure to report flow exceedances as stated shall constitute a violation of  
44 this Ordinance and may subject the User to enforcement actions.  
45

1 N. If sampling performed by a User indicates a violation, the User shall repeat the  
2 sampling and analysis and submit the results of the repeat analysis to SAWPA within 30 days  
3 after becoming aware of the violation. Where SAWPA has performed the sampling and analysis  
4 in lieu of the User, SAWPA must perform the repeat sampling and analysis unless it notifies the  
5 User of the violation and requires the User to perform the repeat analysis. Resampling is not  
6 required if:

7  
8 1. SAWPA performs sampling at the User at a frequency of at least once per  
9 month; or

10  
11 2. SAWPA performs sampling at the User between the time when the initial  
12 sampling was conducted and the time when the User or SAWPA receives the results of  
13 this sampling.  
14

15 All resamples shall be obtained and analyzed according to 40 CFR 403.12(g). All laboratory  
16 analyses shall be performed by a laboratory certified by the State of California, State Water  
17 Resources Control Board, Environmental Laboratory Accreditation Program as being competent  
18 to perform the pollutant analyses requested. The laboratory results from this resample and all  
19 required forms shall be submitted to the General Manager no later than thirty (30) days after the  
20 User discovers or becomes aware of the violation. Failure to submit the laboratory results  
21 within the thirty (30) day requirement will result in enforcement action. Failure to submit the  
22 required report within forty-five (45) days of the due date results in a determination of  
23 Significant Noncompliance (SNC) for the User.  
24

25 O. All Users, whose wastewater discharge is monitored by SAWPA, shall be  
26 responsible for all resampling requirements contained in part (N) of this Section when a  
27 pollutant violation is detected. SAWPA shall notify the User of the resampling requirements by  
28 a telephone call, electronic mail sent to a pre-approved list of electronic mail addresses, telefax  
29 transmission, or personal visit within twenty-four (24) hours of confirming a pollutant or flow  
30 violation.  
31

32 P. All Users that desire to conduct their own wastewater sampling in lieu of a  
33 certified contract laboratory shall submit a written plan describing the equipment used,  
34 equipment cleaning methodology, employee qualifications and training, sample preservation  
35 methods, and chain of custody procedures. The User's wastewater sampling plan shall be  
36 approved by the General Manager prior to the implementation of the plan. Any sample  
37 collected by a User without an approved plan or from an unapproved laboratory may be  
38 considered invalid, and may subject the User to enforcement actions.  
39

40 Q. All Users monitoring their wastewater discharge for pollutants and characteristics  
41 required for determining SAWPA user charges shall submit the sample results in the form of  
42 self-monitoring reports as required in their Wastewater Discharge Permit. The frequency of  
43 sampling, analysis, and reporting shall be set forth in the User's Wastewater Discharge Permit.  
44 The analyses of the sample pollutants and characteristics shall be at the sole expense of the User.  
45 Only sample analyses approved or performed by SAWPA shall be used in the determination of  
46 the SAWPA user charges.

1  
2 R. SAWPA will meet reporting requirements as specified by 40 CFR Part 3 (Cross-  
3 Media Electronic Reporting). Therefore, Users that send electronic (digital) documents to  
4 SAWPA to satisfy the requirements of this Section must register for the system online and  
5 submit a signed Subscriber Agreement to SAWPA for review and approval. An electronic  
6 submission shall be deemed to have been properly received by SAWPA when it is received by  
7 the electronic system, accessible by SAWPA staff and a confirmation is sent to the signatory  
8 making the submission. When the sender receives confirmation and can fully review the  
9 submitted materials, report and related data shall be considered received.

10  
11 S. The User shall submit a written Contingency Plan that details alternatives to  
12 discharging wastewater to the Brine Line during emergency situations in accordance with  
13 Section 520.0.F of this Ordinance and the User's approved Waste Discharge Permit.

14  
15 S. Notification of the Discharge of Hazardous Waste.

16  
17 1. Discharge of hazardous waste, as defined in 40 CFR 261, is prohibited. Any  
18 User that discharges any hazardous waste into the Inland Empire Brine Line shall notify  
19 SAWPA and OCSD immediately as required by 40 CFR 403.12(p).

20  
21 T. A Baseline Monitoring Report (BMR), when required, shall be prepared and  
22 submitted per 40 CFR 403.12(b). Completed BMR shall contain a statement of review by an  
23 authorized representative of the User and be certified by a qualified professional, indicating  
24 whether permit requirements are being met on a consistent basis, and, if not, whether additional  
25 operation and maintenance (O and M) and/or additional Pretreatment is required for the User to  
26 meet the requirements.

27  
28 **502.0 INSPECTION.**

29  
30 A. The General Manager shall inspect the facilities of any User using the Brine Line  
31 or tributaries thereto to ascertain whether all requirements of this Ordinance are being met.  
32 Persons on the premises shall allow the General Manager and OCSD authorized personnel ready  
33 access at all reasonable times to all parts of the premises for the purpose of inspection, sampling,  
34 and records examination.

35  
36 B. The User shall ensure that there is always a person on site, during normal  
37 business hours, knowledgeable of the User's processes and activities to accompany the duly  
38 authorized SAWPA representative(s) during the inspection.

39  
40 C. The User shall provide immediate access when an emergency exists, regardless  
41 of the hour of the day.

42  
43 D. All pretreatment equipment shall be immediately accessible at all times for the  
44 purpose of inspection. At no time shall any material, debris, obstacles or obstructions be placed  
45 in such a manner that will prevent immediate access to the pretreatment equipment or  
46 designated monitoring point(s).

1  
2 E. No Person shall interfere with, delay, resist or refuse entrance to the General  
3 Manager when attempting to inspect any facility involved directly or indirectly with a discharge  
4 of wastewater to the Brine Line or tributaries thereto.  
5

6 F. Where a User has security measures in force which would require proper  
7 identification and clearance before entry into the premises, the User shall make all necessary  
8 arrangements with the User's security personnel so that, upon presentation of suitable  
9 identification, personnel from SAWPA or duly authorized personnel from SAWPA or OCSD  
10 will be permitted to enter, without delay, for the purpose of performing their specific  
11 responsibilities.  
12

13 G. The User shall make available for copying by the General Manager all records  
14 required to be kept under the provisions of this Ordinance.  
15

16 **503.0 INSPECTION WARRANTS.** If the General Manager has been refused access to a  
17 building, structure, or property, or any part thereof with a wastewater discharge to the Brine Line  
18 or tributaries thereto, and is able to demonstrate cause to believe that there may be a violation of  
19 this Ordinance, or that there is a need to inspect or sample the User's facilities as part of a  
20 routine inspection and sampling program of SAWPA designed to verify compliance with this  
21 Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety  
22 and welfare of the community, then the General Manager may seek issuance of an inspection  
23 warrant duly issued pursuant to the procedure set forth in Title 13 (commencing with Section  
24 1822.50) of Part 3 of the Code of Civil Procedure. However, in the event of an emergency  
25 affecting the public health or safety, an inspection may be performed without consent or the  
26 issuance of a warrant.  
27

28 **504.0 RECORD KEEPING.** All Users shall keep records of waste hauling, reclamations,  
29 wastewater pretreatment, monitoring device recording charts and calibration reports, effluent  
30 flow, and sample analysis data and any documentation associated with Best Management  
31 Practices established on the site of the wastewater generation. All these records are subject to  
32 inspection and shall be copied as needed. All records must be kept on the site of wastewater  
33 generation for a minimum period of three years. The records retention period may be extended  
34 beyond three years in the event criminal or civil action is taken or an extensive company history  
35 is required.  
36

37 **505.0 FLOW MEASUREMENT.** All Direct Dischargers shall install a continuous monitoring  
38 flow meter capable of measuring industrial wastewater discharged to the Brine Line or  
39 tributaries thereto. The User shall maintain an effluent flow log sheet and record the effluent  
40 flow on a daily basis. The flow measurement device shall conform to standards issued by the  
41 General Manager. The User shall report to the General Manager the type and size of the flow  
42 meter. The flow meter shall be equipped with a non-resetting flow totalizer. All flow meters  
43 shall be calibrated as often as necessary, but at no less frequent than annually. All new meters  
44 shall be selected and installed to ensure accuracy of the actual flow discharged within plus or  
45 minus two (2) percent as determined at the time of calibration. All existing and replacement  
46 meters shall ensure an accuracy of the actual flow discharged within plus or minus five (5)

1 percent. All flow meter installations shall have posted in a conspicuous place, the flow meter's  
2 size, type, totalizer units, and flow multipliers. The User shall immediately report to the  
3 General Manager any flow meter malfunction or anomaly, and shall not attempt to repair or  
4 replace the meter without the General Manager's prior written approval.  
5

6 A. Flow Measurement System Design and Installation  
7

8 1. **Design.** Design of flow measurement installations shall be performed under  
9 the supervision of a California registered professional engineer of suitable discipline  
10 competent in this field. Design and construction drawings and calculations shall be  
11 stamped with the authorized seal of the supervising professional engineer and signed in  
12 accordance with state law, to indicate review and approval of the work. Detailed  
13 construction drawings for any new or significantly modified discharge flow  
14 measurement system must be submitted for approval prior to any construction. These  
15 drawings must show relevant slopes, elevations and locations of piping, types and  
16 locations of instrumentation, details of flow measurement elements, estimated flow  
17 range (maximum, minimum and average), and details of upstream and downstream  
18 piping, structures, and devices which could influence flow conditions. Manufacturer's  
19 calculations, catalog cuts and data sheets must be included with construction drawings  
20 for any manufactured equipment to be installed as part of the flow measurement system.  
21 Complete rating data and calculations shall be submitted for any engineered flow  
22 measurement device.  
23

24 2. **Primary Measurement Devices.** Both open channel (flume, weir) and  
25 closed-pipe (magnetic) flow measurement systems are acceptable. Magnetic flow meters  
26 are preferred for industries that have difficulty maintaining open channel flow  
27 measurement. Any flow measurement element that is adversely affected by wastewater  
28 characteristics is prohibited. Flow measurement devices shall be installed downstream of  
29 final pretreatment facilities and as close as possible to the point of connection with the  
30 Brine Line. Above-ground flow measurement installations may require a platform for  
31 automatic samplers so that the top of the sampler will be higher than the water level in  
32 the primary element. Because it is difficult to set automatic samplers for pressurized  
33 closed pipe systems, use of a well-mixed stream through an open channel device (i.e. a  
34 sample box) may be required. To function correctly, flumes and weirs must be properly  
35 installed in accordance with dimensional specifications. Additionally, flumes must be  
36 set level with smooth joints where the influent pipe meets the maintenance access  
37 structure or vault channel. To ensure accuracy of an open channel flow measurement  
38 system, the upstream channel must be designed to prevent excessive velocity and  
39 turbulence, while the downstream channel must be designed to prevent excessive  
40 submergence and backflow.  
41

42 3. Any additional monitoring equipment must not adversely affect hydraulics of  
43 the open channel element. All open channel installations below grade must be directly  
44 beneath the vault or maintenance access structure access cover to facilitate inspections  
45 and field checks. All open channel installations at or above grade must have a staff  
46 gauge for accuracy checks. Closed pipe meters must be appropriate for the type of

1 wastewater and range of flow rates, and must be installed to flow full at all times  
2

3 **506. INTERCEPTOR REQUIREMENTS.** All Users required to install a gravity separation  
4 interceptor shall comply with the following conditions:  
5

6 A. All interceptor chambers shall be immediately accessible at all times for the  
7 purpose of inspection, sampling, cleaning, and maintenance. The User shall provide a separate  
8 ring and cover for each separate interceptor chamber and any additional covers to insure  
9 adequate cleaning capabilities. All rings shall be affixed to the interceptor to insure a gas and  
10 water tight seal. At no time shall any material, debris, obstacles or other obstructions be placed  
11 in such a manner that will prevent immediate access to the interceptor.  
12

13 B. Any interceptor legally and properly installed before August 21, 2007, the  
14 effective date of Ordinance No. 5 shall be acceptable as an alternative to the interceptor  
15 requirements of this Ordinance. The interceptor shall be effective in removing floatable and  
16 settleable material and shall be immediately accessible for inspection, sampling, cleaning, and  
17 maintenance.  
18

19 C. All drains and openings connected to an approved gravity separation interceptor  
20 shall be equipped with screens or devices which will exclude from the wastewater discharge all  
21 material and particles with a cubic dimension greater than one-half (1/2) of an inch.  
22

23 D. All gravity separation interceptors shall be equipped with an influent tee  
24 extending no more than six inches below the operating fluid level of the interceptor. The  
25 interceptor shall also have tees extending to within 12 inches of the bottom at the exit side of  
26 each chamber in the interceptor, including the final chamber. In a case where a manufacturer's  
27 engineered interceptor design is contrary to this requirement, the General Manager shall review  
28 the design and either approve or deny an exemption to this requirement.  
29

30 E. All interceptors shall be equipped with a sample box or sample wye as  
31 determined by the General Manager.  
32

33 F. No User shall install or use any elbows or tees in any interceptor sample box.  
34

35 G. If the General Manager finds that an interceptor is incapable of adequately  
36 retaining floatable and settleable material in the wastewater flow, is structurally inadequate, or is  
37 undersized for the facility, the General Manager shall reject such interceptor and declare that the  
38 interceptor does not meet the requirements of this Section. The User shall thereupon be required  
39 to install, at the User's expense, an interceptor that is acceptable to the General Manager.  
40

41 **507.0 STANDARD INTERCEPTOR DESIGNS.** The General Manager will maintain a file,  
42 available to the public, of suitable designs of gravity separation interceptors. This file will be  
43 for informational purposes only and shall not provide or imply any endorsements of any kind.  
44 Installation of an interceptor of a design shown in this file, or of any design meeting the size  
45 requirements set forth in this Ordinance shall not subject SAWPA to any liability for the  
46 adequacy of the interceptor under actual conditions of use. The User shall not be relieved of the



1 responsibility for keeping floatable and settleable material out of the Brine Line or tributaries  
2 thereto.

3  
4 **508.0 INTERCEPTOR MAINTENANCE.**

5  
6 A. Any User who owns or operates a gravity separation interceptor shall properly  
7 maintain the interceptor at all times. The interceptor shall be cleaned as often as necessary to  
8 ensure that sediment and floating materials do not accumulate to impair the efficiency of the  
9 interceptor and odors do not accumulate which would cause a public nuisance. An interceptor is  
10 not considered to be properly maintained, if for any reason the interceptor is not in good  
11 working condition or if the operational fluid capacity has been reduced by more than 25% by the  
12 accumulation of floating material, sediment, oils or greases.

13  
14 B. The use of chemicals or other materials for the emulsification, suspension, or  
15 dissolution of oil and grease is prohibited.

16  
17 C. The use of microbiological agents to metabolize oil and grease or other  
18 constituents, shall be reviewed for approval on a case-by-case basis. The User shall submit a  
19 written request to the General Manager for the use of a microbiological agent prior to the use of  
20 that agent.

21  
22  
23 D. When an interceptor is cleaned, the removed sediment, liquid and floating  
24 material shall be legally disposed of other than to the Brine Line or tributaries thereto and shall  
25 not be reintroduced into the interceptor or discharged into another interceptor at another location  
26 not designed and permitted to accept such waste.

27  
28 E. If the interceptor is not maintained adequately under the conditions of use, the  
29 interceptor may be resized and the User shall install one that is effective in accomplishing the  
30 intended purpose.

31  
32 F. The User required to install an interceptor, is liable for any failure to properly  
33 maintain such interceptor.

34  
35 **509.0 LIQUID WASTE HAULERS.** All liquid waste haulers shall comply with all permitting  
36 and disposal procedures as established by this Ordinance and pay all applicable fees established  
37 by resolution. All liquid waste haulers shall obtain all other applicable permits required by city,  
38 county or state agencies. All liquid waste haulers shall also abide by the following requirements  
39 and conditions:

40  
41 A. Liquid waste haulers shall only haul wastewater for Generators listed in the  
42 permit. Generators shall hold a separate permit issued by SAWPA.

43  
44 B. If any liquid waste hauler's load is determined to be hazardous pursuant to  
45 applicable federal, state, or local regulations, then the liquid waste hauler shall be required to  
46 remain at SAWPA's Brine Line Collection Station. The liquid waste hauler shall then make

1 arrangements for the legal disposal of the load. If the liquid waste hauler refuses to remain on  
2 site, the General Manager shall notify the appropriate law enforcement agency to respond to this  
3 violation.  
4

5 C. Prior to any discharge to a SAWPA Brine Line Collection Station, all liquid waste  
6 manifest forms shall be completed in full, approved and signed by SAWPA's General Manager  
7 or his/her designated representative, or otherwise approved by an automated attendant before any  
8 load is allowed to be discharged into SAWPA's Brine Line Collection Station. Brine Line  
9 Collection Stations with less than full time staffing shall be provided with appropriate and  
10 SAWPA-approved automation and procedural safeguards as specified in the disposal site permit  
11

12 D. Falsification of any information in any permit application, hauler's report or  
13 manifest, or correspondence by a liquid waste hauler shall be a violation of this Ordinance and  
14 may result in termination, revocation or suspension of the liquid waste hauler permit and all  
15 discharge privileges.  
16

17 E. All reports and records required to be retained by this Ordinance, shall be  
18 retained for a minimum of three years and shall be made available to the General Manager  
19 immediately upon request.  
20

21 F. All liquid waste haulers shall pay all applicable fees and charges. Failure to pay  
22 any applicable fee or charge shall be a violation of this Ordinance and shall be cause for the  
23 General Manager to suspend all waste discharge privileges until all applicable fees and charges  
24 have been paid.  
25

26 G. Contents of septic tanks, seepage pits, cesspools, or any other similar receptacles,  
27 which contain no industrial waste, shall not be disposed of at SAWPA's Brine Line Collection  
28 Station.  
29

30 H. All liquid waste haulers operating within SAWPA's jurisdiction or tributaries  
31 thereto shall provide documentation as to the origin of the wastes hauled prior to discharging  
32 into SAWPA's Brine Line Collection Stations. The origin of the waste means the physical  
33 address from where the wastes were generated and, if different, the physical address from where  
34 the wastes were obtained.  
35

36 I. If the waste hauled by a liquid waste hauler is found unacceptable for discharge into a  
37 SAWPA Brine Line Collection Station and is not classified as hazardous, then the liquid waste  
38 hauler shall dispose of the wastes at a non-SAWPA legal disposal site. The liquid waste hauler  
39 shall provide SAWPA with a copy of the waste hauler's manifest documenting the legal disposal  
40 of the rejected wastes within fourteen (14) days from the date the waste was rejected. As an  
41 alternative, the liquid waste hauler may return the rejected waste to the generator of such  
42 rejected wastes for additional pretreatment, and the liquid waste hauler may return to a SAWPA  
43 Brine Line Collection Station or another legal disposal site for discharge. The waste hauler shall  
44 also provide SAWPA with a manifest documenting such alternative action. Failure to provide  
45 verifiable documentation shall constitute a violation of this Ordinance and may result in  
46 termination, revocation or suspension of the liquid waste hauler permit and all discharge

1 privileges.

2  
3 J. No liquid waste hauler shall use any temporary, stationary, or mobile liquid  
4 storage device in an attempt to mix or dilute any rejected load in order to achieve compliance.

5  
6 K. Except as allowed in Section 509, Paragraph H., no liquid waste hauler shall  
7 dispose of any rejected load into any septic tank, cesspool, seepage pit or similar devices, any  
8 grease interceptor or trap, any storm drain, any collection system opening except those  
9 authorized in writing by the General Manager, or return the rejected load back to the site of  
10 origin

11  
12 L. Liquid waste haulers are prohibited from discharging domestic waste into the  
13 Brine Line or tributaries thereto. No liquid waste hauler shall mix industrial waste and domestic  
14 septic wastes in an attempt to discharge the mixture to a SAWPA Brine Line Collection Station.

15  
16 M. No liquid waste hauler shall discharge or cause to be discharged any material  
17 defined as hazardous by RCRA.

18  
19 N. Any authorized SAWPA employee, authorized representative or contract  
20 employee shall have the authority to order the immediate cessation of the discharge from any  
21 liquid waste hauler truck into a Brine Line Collection Station. Such order shall be based on the  
22 employee, authorized representative or contract employee's best professional judgment that said  
23 discharge may be in violation of any applicable condition of this Ordinance or may otherwise be  
24 harmful to the operation of the Brine Line or tributaries thereto, OCSD's POTW or its  
25 employees.

26  
27 O. Any liquid waste hauler determined to be in violation of this Section may be  
28 prohibited from future liquid waste disposal at a Brine Line Collection Station.

29  
30 **510.0 USE OF AND DAMAGE TO SAWPA EQUIPMENT OR FACILITIES.**

31  
32 A. No Person shall enter, break, damage, destroy, uncover, alter, change, modify,  
33 deface or tamper with any temporary or permanent structure, equipment, or appurtenance which  
34 is part of SAWPA's Brine Line without prior written approval by the General Manager.

35  
36 B. Any Person who discharges or causes or contributes to the discharge of any  
37 wastewater or materials which cause any obstruction, Interference, damage, or any other  
38 impairment to the Brine Line, OCSD's POTW, or any other damages, including the imposition  
39 of fines or penalties by state, federal or other regulatory agencies against SAWPA, shall be  
40 liable to SAWPA for all fines, penalties, damages, legal expenses, attorney's fees,  
41 administrative and overhead costs. An administrative fee of up to ninety (90) percent of  
42 SAWPA's repairs and personnel costs shall be added to these charges at the General Manager's  
43 discretion. All charges shall be payable to SAWPA within thirty (30) days of invoicing by  
44 SAWPA.

45  
46 **511.0 SEPARATION OF DOMESTIC AND INDUSTRIAL WASTE.** Any User who

1 discharges industrial wastewater to the Brine Line or tributaries thereto shall separate domestic  
2 wastewater from all industrial wastewater until the industrial wastewater has passed through all  
3 required pretreatment equipment or devices, and the User's industrial wastewater sample  
4 point(s). For existing Categorical Industrial Users which cannot separate the domestic wastes  
5 from the industrial wastes prior to a permitted sampling point, the Combined Wastestream  
6 Formula shall be applied to determine applicable discharge limitations. Existing Industrial  
7 Users with domestic wastewater in their discharge may be required to install a Sampling Facility  
8 upstream of the domestic wastewater connection(s).

9  
10 **512.0 LIMITATIONS ON WASTEWATER STRENGTH.** No Person shall discharge  
11 industrial wastewater into the Brine Line or tributaries thereto unless the wastewater conforms  
12 to all of the pollutant limitations and requirements of this Ordinance and related SAWPA  
13 resolutions. Pollutant limitations shall be revised and adopted by resolution as necessary to  
14 ensure compliance with OCSD's POTW effluent and biosolids reuse. The SAWPA  
15 Wastestream Correction Formula or UWCF may be used to adjust the pollutant limitations to  
16 account for the presence of SAWPA Industrial Non-Process Wastestreams.

$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

18  
19  
20 Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process  
21 Wastestream(s)

22  $C_C$  = Local Limit for the pollutant constituent

23  $F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

24  $F_T$  = Average daily flow through the sample point

25 M = Total number of SAWPA Industrial Process Wastestreams  
26

27 For Categorical Industrial Users, the following options exist:  
28

29 A. Where a categorical pretreatment standard is expressed in terms of either the  
30 mass or the concentration of a pollutant in wastewater, the General Manager may impose  
31 equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).  
32

33 B. When wastewater subject to a categorical pretreatment standard is mixed with  
34 wastewater not regulated by the same standard, the General Manager shall impose an alternate  
35 limit using the Combined Wastestream Formula.  
36

37 C. A variance from a categorical pretreatment standard may be issued if the User  
38 can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors  
39 relating to its discharge are fundamentally different from the factors considered by the EPA  
40 when developing the categorical pretreatment standard.  
41

42 **513.0 LOCAL LIMITS.** The General Manager shall implement pollutant limitations developed  
43 as Local Limits by OCSD pursuant to 40 CFR 403.5(c) and 403.8(f)(4) and amendments thereto,  
44 and as Local Limits and Best Management Practices to protect the operation of the Brine Line  
45 and prevent SSOs. These limitations are necessary to assure compliance with the OCSD's

1 NPDES permit, including the prohibition against Pass Through of any pollutants that cause a  
2 violation of the permit or cause Interference with the POTW, and compliance with SWRCB  
3 adopted Order No. 2006-003, a General Waste Discharge Requirement (WDR) for all publicly  
4 owned sanitary sewer collection systems in California with more than one (1) mile of sewer  
5 pipe. Customer specific allocations at current POTW loadings may be created for public health  
6 facilities providing a lifesaving service or procedure so long as the pollutant discharged will not  
7 contribute to Pass Through, Interference or other violation of the OCSD's NPDES permit.  
8 These pollutant limitations shall be continually developed as necessary and shall be adopted by  
9 resolution. Specific pollutant limits shall not be developed and enforced without individual  
10 public notice to affected Persons or Users.

11  
12 **514.0 PRETREATMENT OF INDUSTRIAL WASTEWATERS.** All Users shall:

13  
14 A. Provide wastewater pretreatment, as required, to comply with this Ordinance and  
15 any applicable SAWPA resolution.

16  
17 B. Whenever deemed necessary, the General Manager may require Users to restrict  
18 their wastewater discharge, relocate and/or consolidate points of discharge, separate domestic  
19 wastestreams from industrial wastestreams, and other such conditions as may be necessary to  
20 protect OCSD's POTW and determine the User's compliance with the requirements of this  
21 Ordinance. Notify the General Manager of any pretreatment equipment failure within 24-hours  
22 of discovering the failure. The notification may be made by a telephone call, electronic mail  
23 sent to a pre-approved list of electronic mail addresses, telefax transmission, or a meeting with  
24 the General Manager or a Member Agency or a Contract Agency as necessary to comply with  
25 the conditions of the Wastewater Discharge Permit.

26  
27 **515.0 UNAUTHORIZED MONITORING AND PRETREATMENT EQUIPMENT**  
28 **MODIFICATIONS.** No User shall knowingly falsify, tamper with, or render inaccurate any  
29 monitoring device or any pretreatment equipment or device. Such falsification, tampering, or  
30 inaccuracy will be considered a violation of this Ordinance and will subject the User to  
31 enforcement actions.

32  
33 **516.0 PRETREATMENT EQUIPMENT BYPASS.** No User shall bypass any pretreatment  
34 equipment or device unless the bypass is necessary to prevent loss of life, personal injury, and  
35 severe property damage or when no feasible alternative exists. The User may allow the bypass  
36 to occur provided that it does not cause pollutant limitation violations and is necessary to  
37 perform essential maintenance to insure adequate operation of the pretreatment equipment or  
38 devices. The General Manager may approve an anticipated bypass, after considering its adverse  
39 effects, if the General Manager determines that it will meet the three conditions listed in 40 CFR  
40 403.17(d)(1). Notification of the bypass shall comply with the following conditions:

41  
42 A. Anticipated bypass: The User shall submit a written notice to the General  
43 Manager at least ten (10) days before the date of the scheduled bypass.

44  
45 B. Unanticipated bypass: The User shall notify the General Manager immediately  
46 upon learning that any pretreatment equipment or device has been bypassed. The User shall

1 submit a written report to the General Manager within five (5) working days. The report shall  
2 include:

- 3
- 4 1. A description of the bypass, the cause of the bypass, and the duration of the  
5 bypass;
- 6
- 7 2. If the bypass was corrected; and
- 8
- 9 3. The actions taken or proposed to reduce or prevent a recurrence of the  
10 bypass.
- 11

12 **517.0 PROHIBITED DISCHARGE OF RECOVERED PRETREATMENT WASTE.** No  
13 Person shall discharge waste recovered from pretreatment equipment, systems, or devices into  
14 the Brine Line or tributaries thereto without authorization and permits from SAWPA and/or  
15 other regulatory agencies having jurisdiction over the discharge of the waste. All recovered  
16 pretreatment waste shall be disposed of in accordance with all applicable federal, state, county,  
17 and local laws and regulations.

18

19 **518.0 INDUSTRIAL USER MODIFICATIONS.** All permitted Industrial Users shall report  
20 proposed changes in their operations to the General Manager for review and approval thirty (30)  
21 days prior to initiation of the changes. The reporting shall be done in writing from the authorized  
22 representative of the permitted Industrial User. For the purposes of this section "changes" shall  
23 include any of the following:

- 24
- 25 A. A sustained twenty (20) percent increase or decrease in the industrial wastewater  
26 flow discharged or in production capacity.
- 27
- 28 B. Additions, deletions or changes to processes or equipment.
- 29
- 30 C. Experimentation with new processes and/or equipment that will affect the  
31 quantity or quality of the wastewater discharged.
- 32

33 **519.0 SPILL CONTAINMENT SYSTEMS.** Spill containment systems, as may be required,  
34 shall conform to requirements established by the General Manager. These requirements may  
35 include, but not be limited to, the following:

- 36
- 37 A. No User shall operate a spill containment system that allows incompatible  
38 substances to mix and thereby creating a hazardous or toxic substance in the event of a failure of  
39 one or more containers.
- 40
- 41 B. Spill containment systems shall consist of a system of dikes, walls, barriers,  
42 berms, or other devices designed to contain spillage of the liquid contents of containers.
- 43
- 44 C. Spill containment systems shall be constructed of materials that are impermeable  
45 and non-reactive to the liquids being contained.
- 46

1 D. Spill containment systems shall conform to local regulations and policies as to  
2 percent containment, container type, size, outdoor covering, and the length of time spilled  
3 material may remain in the spill containment system.  
4

5 E. At no time shall a User use a spill containment system for the storage of waste  
6 other than from a spill.  
7

8 **520.0 FACILITY WASTE MANAGEMENT PLAN.** All permitted Industrial Users shall be  
9 required to develop and maintain a Facility Waste Management Plan (FWMP). The FWMP  
10 may consist of the following documents:  
11

12 A. **TOXIC ORGANIC MANAGEMENT PLAN (TOMP).** At SAWPA's  
13 discretion Categorical Industrial Users may be permitted to submit a TOMP in lieu of required  
14 pollutant monitoring. SAWPA reserves the right to require Total Toxic Organic monitoring of  
15 all Users allowed to submit a TOMP.  
16

17 B. **SLUG DISCHARGE PREVENTION CONTROL PLAN (SDPCP).** A  
18 SDPCP may be required of Industrial Users as determined by the General Manager.  
19 Considerations to determine the need for a SDPCP include the use of Batch Discharges to  
20 dispose of wastewater, stored chemicals or materials, or the potential for a Slug Discharge  
21 which, if discharged to the Brine Line or tributaries thereto, would violate any of the prohibited  
22 discharge requirements of this Ordinance. A SDPCP showing facilities and operation procedures  
23 to provide this protection shall be submitted to the General Manager for review and approval  
24 before implementation.  
25

26 Any User required to develop and implement an SDPCP shall submit an SDPCP which  
27 addresses, at a minimum the following:  
28

- 29 (a) Description of discharge practices, including non-routine batch discharges;  
30 (b) Description of stored chemicals;  
31 (c) Procedures for immediately notifying SAWPA of any accidental or slug discharge.  
32 Such notification must also be given for any discharge which would violate any of the  
33 standards set forth in this ordinance and any local, state or federal regulations; and  
34 (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such  
35 procedures include, but are not limited to inspection and maintenance of storage areas,  
36 handling and transfer of materials, loading and unloading operations, control of plant  
37 site runoff, worker training, building of containment structures or equipment,  
38 measures for containing toxic organic chemicals (including solvents), and/or measures  
39 and equipment for emergency response.

40 Each User shall implement its SDPCP as submitted or modified after such plan has been  
41 reviewed and approved by the General Manager. Review and approval of such plans and  
42 operations procedures by the General Manager shall not relieve the User from the responsibility  
43 to modify its facility as necessary to meet the requirements of this ordinance.  
44

45 C. **PRETREATMENT SYSTEMS OPERATIONS AND MAINTENANCE**  
46 **MANUAL.** A Pretreatment Systems Operations and Maintenance Manual shall be maintained

1 on site by all Industrial Users operating and maintaining pretreatment equipment for the removal  
2 of pollutants from wastewater. The General Manager may require the Industrial User to submit  
3 the manual.  
4

5 **D. HAZARDOUS MATERIALS AND HAZARDOUS WASTE**  
6 **MANAGEMENT PLAN.** A Hazardous Materials and Hazardous Waste Management Plan are  
7 required of all Industrial Users that use or possess hazardous materials or generate hazardous  
8 waste. A city or county Fire Department-required Business Emergency Plan may be substituted  
9 for this management plan.  
10

11 **E. WASTE MINIMIZATION/POLLUTION PREVENTION PLAN**  
12 **(WM/PPP).**  
13

14 1. A Waste Minimization/Pollution Prevention Plan (WM/PPP) is required of  
15 any Industrial User:  
16

17 a. For whom the General Manager has determined such WM/PPP is  
18 necessary to achieve a water quality objective;  
19

20 b. Determined by the State or Regional Board to be a chronic violator, and  
21 the State or Regional Board or SAWPA's General Manager determines that a  
22 WM/PPP is necessary; or  
23

24 c. That significantly contributes, or has the potential to significantly  
25 contribute, to the creation of a toxic hot spot as defined in Water Code Section  
26 13391.5.  
27

28 2. A WM/PPP required of an Industrial User shall include all of the following:  
29

30 a. An analysis of one or more of the pollutants, as directed by the State  
31 Board, Regional Board, or SAWPA, that the User discharges to the Brine Line  
32 or tributaries thereto, description of the sources of the pollutants, and a  
33 comprehensive review of the processes used by the User that result in the  
34 generation and discharge of the pollutants.  
35

36 b. An analysis of the potential for pollution prevention to reduce the  
37 generation of the pollutants, including the application of innovative and  
38 alternative technologies and any adverse environmental impacts resulting from  
39 the use of those methods.  
40

41 c. A detailed description of the tasks and time schedules required to  
42 investigate and implement various elements of pollution prevention techniques.  
43

44 d. A statement of the User's pollution prevention goals and strategies,  
45 including priorities for short-term and long-term action.  
46



1 e. A description of the User's existing pollution prevention methods.

2  
3 f. A statement that the User's existing and planned pollution prevention  
4 strategies do not constitute cross media pollution transfers unless clear  
5 environmental benefits of such an approach are identified to the satisfaction of  
6 SAWPA and information that supports that statement.

7  
8 g. Proof of compliance with the Hazardous Waste Source Reduction and  
9 Management Review Act of 1989 (article 11.9 (commencing with Section  
10 25244.12) of Chapter 6.5 of Division 20 of the Health and Safety Code) if the  
11 User is also subject to that act.

12  
13 h. An analysis, to the extent feasible, of the relative costs and benefits of the  
14 possible pollution prevention activities.

15  
16 i. A specification of, and rationale for, the technically feasible and  
17 economically practicable pollution prevention measures selected by the User for  
18 implementation.

19  
20 3. Any User who fails to complete a WM/PPP required by SAWPA or the State  
21 or Regional Board, submits a plan that does not comply with this Section, or fails to  
22 implement a plan required by SAWPA or the State or Regional Board, shall be liable to  
23 SAWPA for any civil penalty assessed administratively by SAWPA or by a court in  
24 accordance with this Ordinance, including any attorney's fees incurred by SAWPA.

25  
26 **F. EMERGENCY CONTACT LIST AND CONTINGENCY PLAN.** All Users  
27 are required to submit, and retain a copy on-site, a contingency plan that details the actions that  
28 will be taken in the event of an emergency or other event that causes SAWPA or the Control  
29 Authority to shut down the Brine Line. Said plan shall include, but is not limited to the  
30 following:

31  
32 1. A list of names and telephone numbers of emergency contacts that can be  
33 reached 24 hours a day (shall be provided to SAWPA semi-annually in January and  
34 July).

35  
36 2. A written plan (updated and provided to SAWPA annually in January) that  
37 describes all available alternatives to discharging to the Brine Line, including on-site  
38 storage, hauling, ceasing the discharge, or directing all wastewater flows to a local  
39 POTW.

40  
41 **521.0 NOTICE OF POTENTIAL PROBLEMS TO POTW.** All Users shall immediately  
42 notify SAWPA of all wastewater discharges that could cause a problem at OCSD's POTW or in  
43 the Brine Line or tributaries thereto, including any slug loadings of any material. Wastewater  
44 discharges that may cause a problem at OCSD's POTW or the Brine Line or tributaries thereto  
45 include, but are not limited to, acids, alkalis, oils, greases, high strength organic waste,  
46 hazardous materials and waste, colored wastes, and batch discharges. All Users shall provide  
47 the General Manager, within five (5) business days from the incident, a written report detailing

1 the cause of the discharge and the corrective actions taken to prevent a recurrence. A notice shall  
2 be permanently posted at a prominent location at the User's facility advising employees and  
3 listing the emergency call contact name and numbers in the event of a wastewater discharge that  
4 could cause a potential problem. Employees who could cause or become aware of such a  
5 discharge shall be advised of the emergency notification procedure.  
6

7 **522.0 WRITTEN RESPONSES.** All Users required to provide written response to any  
8 correspondence, order, or notice from the General Manager, shall do so in accordance with the  
9 date specified in the correspondence, order, or notice. Failure to provide the written response by  
10 the date requested shall constitute a violation of this Ordinance and may subject the User to  
11 enforcement actions.  
12

13 **523.0 FALSIFYING INFORMATION.** Any User who knowingly makes any false statement,  
14 representation, or certification in any record, report, correspondence, or other document  
15 submitted or required to be maintained under this Ordinance, including monitoring reports and  
16 records, or reports of compliance or noncompliance shall be in violation of this Ordinance and  
17 may subject the User to enforcement actions.  
18

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**ARTICLE 6  
ENFORCEMENT**

**600.0 PURPOSE AND SCOPE.** SAWPA’s Commission finds that in order for SAWPA to comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to ensure that SAWPA's and OCSD’s sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the Brine Line and tributaries thereto by permitted Users.

**601.0 ENFORCEMENT RESPONSE PLAN (ERP).** To the extent required by law or agreement, SAWPA will use an Enforcement Response Plan (ERP), as required by 40 CFR 403.8(f) (5) to coordinate enforcement actions against Users and Persons in noncompliance with this Ordinance. To the extent that there is any conflict between the ERP and this Ordinance, this Ordinance shall take precedence.

**602.0 ADMINISTRATIVE VIOLATIONS.** There is hereby established a class of violations to be known as Administrative Violations that are further subdivided into minor and major administrative violations as follows:

A. **Minor Administrative Violations** include, but are not limited to, the following:

1. Submission of incomplete reports or questionnaires;
2. Failure to submit reports by the scheduled due date;
3. Failure to respond and submit to questionnaires;
4. Missing a compliance date without proper prior notification to SAWPA;
5. Failure to conduct sampling, including self-monitoring, when required;
6. Failure to notify the General Manager of a violation of permit conditions within twenty-four (24) hours of the discovery of the violation; or
7. Failure to pay all required fees, penalties and charges within forty-five (45) days from the due date.

B. **Major Administrative Violations** include, but are not limited to, the following:

1. Failure to notify the General Manager of a Slug Discharge immediately after discovery of said discharge;
2. Failure to respond, by scheduled due date, to letters requiring responses or to administrative orders;

- 1 3. Missing a compliance date by more than forty-five (45) days;
- 2
- 3 4. Falsification of documents or attempting to mislead SAWPA or OCSD in
- 4 any manner whatsoever;
- 5
- 6 5. Failure to cooperate with SAWPA or contracted employees exercising their
- 7 authority under this Ordinance, including monitoring and inspection activities;
- 8
- 9 6. A pattern of minor administrative violations;
- 10
- 11 7. Failure to allow entry to authorized SAWPA employees, agents, OCSD
- 12 employees, or contracted employees, in the course of their job, onto the User's property;
- 13
- 14 8. Failure to produce records as required;
- 15
- 16 9. Failure to accurately report noncompliance;
- 17
- 18 10. Failure to submit required reports (self-monitoring, baseline monitoring
- 19 report, 90-day compliance report, Compliance Schedule progress reports) or submitting
- 20 such reports more than forty-five (45) days late;
- 21
- 22 11. Failure to pay pursuant to Section 304.0 of this Ordinance, permit application
- 23 fees, permit renewal fees, charges, or Administrative Penalties within sixty (60) days of
- 24 due date;
- 25
- 26 12. Intentional discharge of a hazardous waste or material or otherwise
- 27 prohibited waste into the Brine Line or tributaries thereto; or
- 28
- 29 13. Wastewater discharge without a valid Wastewater Discharge Permit after
- 30 notification.
- 31

32 C. Upon notice of appropriate mitigating circumstances and consistent with  
33 applicable federal and state laws, the General Manager has sole discretion to treat a major  
34 administrative violation as a minor administrative violation, or a pattern of minor administrative  
35 violations with aggravating circumstances as a major administrative violation.

### 36 **603.0 VIOLATIONS OF DISCHARGE LIMITATIONS.**

37  
38  
39 A. There is hereby established a class of violations to be known as discharge  
40 violations that are further subdivided into minor and major discharge violations as follows:

- 41
- 42 1. Minor discharge violations are those that, either alone or in combination with
- 43 similar user discharge violations, as determined by the General Manager, pose no
- 44 significant threat to the public health, safety or welfare, the environment, the Brine Line
- 45 or tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor.
- 46

1 2. Major discharge violations may include, but are not limited to, the following:  
2

3 a. As determined by Significant Noncompliance criteria in 40 CFR 403.8(f)  
4 (2) (viii);  
5

6 b. Discharge violations which, either alone or in combination with similar  
7 discharges, as determined by the General Manager, pose a significant threat to  
8 the public health, welfare or safety, the environment, the safe and efficient  
9 operation of the Brine Line or tributaries thereto, OCSD's POTW, or to any  
10 SAWPA employee or contractor, or cause or contribute to the additional  
11 treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit,  
12 or cause or contribute to Pass Through, Interference, or other known damages;  
13

14 c. Discharging regulated pollutants to the Brine Line or tributaries thereto  
15 without a current discharge permit;  
16

17 d. A pattern of minor discharge violations;  
18

19 e. Failure to correct a minor discharge violation within a specific time  
20 period as directed by the General Manager; or  
21

22 f. Tampering with or purposely rendering inaccurate any monitoring  
23 device, method or record required to be maintained pursuant to this Ordinance.  
24

25 B. Upon notice of appropriate mitigating circumstances, the General Manager has  
26 sole discretion to treat a major discharge violation as a minor discharge violation. The General  
27 Manager also has sole discretion to treat a pattern of minor discharge violations with  
28 aggravating circumstances as individual major discharge violations.  
29

30 **604.0 UNCLASSIFIED VIOLATIONS.** For any violation by any User or Person that is not  
31 classified herein, or for the violation of any rule or regulation promulgated hereunder, the  
32 General Manager shall have the discretion to treat such violation as a minor or major violation  
33 and to exercise enforcement authority accordingly. In exercising this enforcement authority, the  
34 General Manager shall consider the magnitude of the violation, its duration, and its effect on  
35 receiving waters, the Brine Line or tributaries thereto, OCSD's POTW, the health and safety of  
36 SAWPA employees, contractors, Users, and the general public. The General Manager shall also  
37 evaluate the User's or Person's compliance history, good faith, and any other factors the General  
38 Manager deems relevant.  
39

40 **605.0 SEPARATE VIOLATIONS.** Any User or Person found to be in violation of this  
41 Ordinance shall be charged with a separate violation for each day the same violation exists.  
42 Wastewater discharge pollutant violations shall be considered an individual violation for each  
43 pollutant in violation.  
44

45 **606.0 ADMINISTRATIVE ORDERS.** The General Manager may require compliance with  
46 Wastewater Discharge Permit conditions or limitations by issuing Administrative Orders that

1 are enforceable in a court of law or by directly seeking court action. The General Manager may  
2 use Administrative Orders, either individually, sequentially, concurrently, or in any order for one  
3 or more violations as appropriate for the circumstances. Administrative Orders include:  
4

5 **A. WRITTEN WARNING.** A written warning shall be given to a User identified  
6 to have a minor administrative violation of this Ordinance or permit condition or requirement.  
7 The written warning shall be served personally or by certified mail upon the User, and the  
8 written warning will state the provisions violated, the facts alleged to constitute the violation  
9 and may include a correction notice at the discretion of the General Manager.  
10

11 **B. CORRECTION NOTICE.** A correction notice shall be given to a User to  
12 require correction of minor violations noted during an inspection by the General Manager of the  
13 User's facility and may be issued in conjunction with a written warning.  
14

15 1. Compliance time extensions may be granted to Users who fail to correct  
16 minor violation required by a correction notice, upon showing of good cause by such  
17 User.  
18

19 2. For purposes of this Section, "good cause" means an unforeseeable and  
20 unavoidable event or series of events, over which User had no control, which prevented  
21 or significantly impaired the User's ability to comply with the correction notice.  
22

23 3. A correction notice may require a written response within ten (10) days of  
24 receipt; User shall provide a written explanation to the General Manager of the  
25 violation, including specific actions taken to correct the violation. Submission of such a  
26 response in no way relieves the User of liability for any violations occurring before or  
27 after receipt of the written warning and/or correction notice.  
28

29 **C. MONITORING/PRODUCTION INFORMATION ORDER (MPIO)** shall be  
30 issued to a User for consecutive violations or if determined to be in SNC for the same pollutant  
31 as detected either in SAWPA samples, User samples (self-monitoring), or both. The MPIO  
32 shall be used to determine if discharge compliance has been achieved or if a detected violation is  
33 consistent. The User may be required to self-monitor the wastewater discharged for the  
34 pollutants in violation and record the daily effluent wastewater flow frequency and schedule as  
35 determined by the General Manager based on the volume and frequency of industrial wastewater  
36 discharged to the Brine Line or tributaries thereto. Production information shall be required of  
37 all Categorical Industrial Users which have production based discharge limits.  
38

39 **D. NOTICE OF VIOLATION (NOV).** When the General Manager finds that a  
40 User has violated, or continues to violate, any provision of this Ordinance, related resolution, an  
41 individual Wastewater Discharge Permit or any order issued under this Ordinance, the General  
42 Manager may serve upon the User a written Notice of Violation (NOV). The NOV shall be  
43 served personally or by certified mail upon the User, and the NOV will state the provisions  
44 violated, the facts alleged to constitute the violation and may include any proposed corrective  
45 actions or monitoring. Within ten (10) business days of the receipt of the NOV, User shall  
46 provide a written explanation of the violation, a plan for the satisfactory correction and

1 prevention thereof, including specific required actions, to the General Manager. Submission of  
2 such a response and plan in no way relieves the User of liability for any violations occurring  
3 before or after receipt of the NOV. Nothing in this Section shall limit the authority of the  
4 General Manager to take any action, including any emergency actions or any other enforcement  
5 action, with or without the issuance of a NOV.  
6

7 **E. VIOLATION MEETING** shall be required of all Users who have failed to  
8 achieve compliance after the issuance of an NOV or violation(s) resulting in significant  
9 noncompliance. This meeting shall be for the General Manager to consider drafting a Consent  
10 Order or Compliance Order and for the User to propose solutions, request time extensions, draft  
11 a compliance schedule, or file an appeal.  
12

13 **F. CONSENT ORDER.** The General Manager may, at any time after finding a  
14 violation of this Ordinance, enter into an agreement with the violating User that shall be known  
15 as a Consent Order. Such agreement may be in the form of compliance schedule with  
16 milestones or other specific actions to be taken by the User to correct or prevent the  
17 noncompliance within a time period specified in the order, or payment of damages, penalties,  
18 fines, or other remedies. The Consent Order is developed between the User and SAWPA. This  
19 Order shall have the same force and effect as any other administrative order issued pursuant to  
20 this Ordinance and may include a civil penalty pursuant to Section 610.H. A Consent Order  
21 may be enforced by an Administrative Complaint under Section 610 or by court action.  
22

23 **G. COMPLIANCE ORDER.**  
24

25 1. A Compliance Order shall be issued to a User that has violated or continues  
26 to violate this Ordinance, the User's Wastewater Discharge Permit, or any other order  
27 issued under this Ordinance. The General Manager may issue a Compliance Order to  
28 the User responsible for the violation(s) which shall specify the provisions violated and  
29 the facts constituting the violation(s), and shall direct that adequate treatment facilities,  
30 devices, or other related appurtenances be installed and properly operated by a specified  
31 time period. Compliance Orders may also contain such other requirements as the  
32 General Manager deems reasonably necessary and appropriate to assure timely  
33 compliance with this Ordinance and to address the noncompliance. Such Order may  
34 require the installation of pretreatment technology, additional self-monitoring,  
35 management practices, adherence to a compliance schedule with milestones, submission  
36 of action plans, appearance by the User at a specific time and place for a compliance  
37 meeting, or other measures necessary to achieve and maintain compliance. The  
38 Compliance Order is developed by the General Manager without comment from the  
39 User and may include a civil penalty pursuant to Section 610.H.  
40

41 2. If no public hearing on the alleged violation(s) has been previously  
42 conducted, the alleged violating User may either submit a written explanation or other  
43 response to the Order or request the General Manager to conduct either an informal  
44 meeting or a hearing. Such submission or request shall be in writing and filed with the  
45 General Manager no later than ten (10) days after receipt of the Order. The request shall  
46 not stay the Order.

1  
2  
3 3. A Compliance Order may be enforced by an Administrative Complaint under  
4 Section 610 or by court action.  
5

6 H. **CIVIL PENALTY ORDER** will be issued to a User by the General Manager or  
7 SAWPA Counsel to assess penalties required by Sections 610.0, 611.0 and 619.0 of this  
8 Ordinance and any other costs incurred by SAWPA in the investigation, monitoring, legal  
9 assistance, enforcement, cleanup or repair caused by the User's violation. The Civil Penalty  
10 Order may be included with any other Order.  
11

12 I. **CEASE AND DESIST ORDER** shall be issued by the General Manager to any  
13 User or Persons whose violation(s) of this Ordinance, a Wastewater Discharge Permit, or any  
14 Order issued hereunder pose(s) a threat to the Brine Line or tributaries thereto, OCSD's POTW,  
15 SAWPA employees or contractors, OCSD, the environment or the public. A Cease and Desist  
16 Order may also be issued by the General Manager to Users who continue to discharge  
17 wastewater to the Brine Line or tributaries thereto, without a valid Wastewater Discharge Permit  
18 or in violation of such permit. The General Manager may issue an order to cease and desist  
19 immediately upon discovering any such violations and direct those Users or Persons in  
20 noncompliance to take such appropriate remedial or preventive action as may be deemed  
21 necessary to eliminate a continuing or threatened violation, including halting operations and  
22 terminating the discharge. Such order shall include the provision violated and the facts  
23 constituting the violation. A Cease and Desist Order may also include a monetary penalty  
24 pursuant to Section 610.H.  
25

26 J. **SHOW CAUSE HEARING.** The General Manager may order a User which has  
27 violated, or continues to violate, any provision of this Ordinance, an individual Wastewater  
28 Discharge Permit, or any Order issued under this Ordinance, or any other pretreatment standard  
29 or requirement adopted by resolution or otherwise, to appear before the General Manager and  
30 show cause why the proposed enforcement action should not be taken. Notice shall be served  
31 on the User specifying the time and place for the meeting, the proposed enforcement action, the  
32 reasons for such action, and a request that the User show cause why the proposed enforcement  
33 action should not be taken. The notice of hearing shall be served personally or by certified mail  
34 at least thirty (30) days prior to the hearing. The hearing shall be in the nature of a meet and  
35 confer meeting. A show cause hearing shall not be a bar against, or prerequisite for, taking any  
36 enforcement action against the User.  
37

38 **607.0 WASTEWATER DISCHARGE PERMITS REVOCATION.** The General Manager  
39 may revoke any Wastewater Discharge Permit if the User is in violation of any provision of this  
40 Ordinance. These violations can include but are not limited to: falsification of information by  
41 the User required by this Ordinance; refusing right of entry by SAWPA or OCSD; failure to re-  
42 apply for a Wastewater Discharge Permit or request a required permit modification; failure to  
43 pay required permit fees or charges or discharging in violation of this Ordinance. Validity of the  
44 Wastewater Discharge Permit shall be conditioned upon the Industrial User's compliance with  
45 the provisions of this Ordinance. The General Manager may revoke the Wastewater Discharge  
46 Permit upon a minimum notice (written and sent by certified mail) of fifteen (15) days when the



1 General Manager finds that the wastewater discharge is in violation of the provisions of this  
2 Ordinance or of any applicable federal, state, county or city law or regulation or if the Industrial  
3 User has failed to pay any user fee or penalty within forty-five (45) days of invoicing by  
4 SAWPA. Within the fifteen (15) days prior to the intended permit revocation, the General  
5 Manager shall make a hearing available to the User. All costs for Wastewater Discharge Permit  
6 revocation and reissuance shall be paid by the User.  
7

8 **608.0 TERMINATION OF SERVICE.** Notwithstanding any provision to the contrary, and  
9 without prior notice, the General Manager may immediately terminate wastewater service to any  
10 User in order to stop an actual or threatened discharge which presents or may present an  
11 imminent or substantial endangerment to the health or welfare of persons or to the environment,  
12 or which causes Interference to the Brine Line or tributaries thereto, OCSD's POTW, or causes  
13 OCSD to violate any condition of its NPDES permit or if the User has failed to obtain a valid  
14 Wastewater Discharge Permit. If a suspension order has been issued, and the User fails to  
15 comply voluntarily with the suspension order, the General Manager shall take such steps as  
16 deemed necessary, including immediate termination or severance of the sewer service lateral  
17 connection, to prevent or minimize damage to the Brine Line or tributaries thereto, OCSD's  
18 POTW, or endangerment to any person or the environment. All costs for terminating service  
19 shall be paid by the User. All costs for reestablishing service shall be paid by the User.  
20

21 **609.0 ANNUAL PUBLICATION NOTICE.** The names of all Significant Industrial Users  
22 which at any time during the previous twelve (12) months were found to be in significant  
23 noncompliance with applicable Pretreatment Standards, Requirements and this Ordinance shall  
24 be published at least annually in a newspaper of general circulation that provides meaningful  
25 public notice, or other electronic means, within the jurisdictions of SAWPA in which the  
26 Significant Industrial User is located, in accordance with 40 CFR 403.8(f) (2) (viii).  
27

28 **610.0 ADMINISTRATIVE COMPLAINT.**

29  
30 A. Notwithstanding Section 606, the General Manager may issue an Administrative  
31 Complaint to a User who violates this Ordinance, permit requirement, or an Administrative  
32 Order.  
33

34 B. The Administrative Complaint shall allege the act or failure to act that constitutes  
35 the violation, the provisions of law authorizing civil liability to be imposed and the proposed  
36 civil penalty. The Administrative Complaint shall be served by personal delivery or certified  
37 mail on the User and shall inform the User served that a hearing shall be conducted within sixty  
38 (60) days after the User has been served.  
39

40 C. The hearing shall be before a hearing officer designated by SAWPA's  
41 Commission. The User who has been issued an Administrative Complaint may waive the right  
42 to a hearing, in which case SAWPA shall not conduct a hearing. A User dissatisfied with the  
43 decision of the hearing officer may appeal to SAWPA's Commission within thirty (30) days of  
44 notice of the hearing officer's decision.  
45

46 D. If after the hearing, or appeal, if any, it is found that the User has violated

1 reporting or discharge requirements, the hearing officer or the Commission may assess a civil  
2 penalty against that User. In determining the amount of a civil penalty, the hearing officer or  
3 Commission of SAWPA may take into consideration all relevant circumstances including, but  
4 not limited to, the extent of harm caused by the violation, the economic benefit derived through  
5 any non-compliance, the nature and persistence of the violation, the length of time over which  
6 the violation occurs and corrective action, if any, attempted or taken by the User.

7  
8 E. Civil Penalties may be imposed as follows:

9  
10 1. In an amount which shall not exceed \$2,000.00 for each day for failing or  
11 refusing to furnish technical or monitoring reports [Government Code, Section  
12 54740.5(d)(1)];

13  
14 2. In an amount which shall not exceed \$3,000.00 for each day for failing or  
15 refusing to timely comply with any compliance schedule established by the General  
16 Manager [Government Code, Section 54740.5(d)(2)];

17  
18 3. In an amount which shall not exceed \$5,000.00 per violation for each day for  
19 discharges in violation of any waste discharge limitation, permit condition, or  
20 requirement issued, reissued or adopted by SAWPA [Government Code, Section  
21 54740.5(d)(3)];

22  
23 4. In an amount which shall not exceed \$10.00 per gallon for discharges in  
24 violation of any suspension, cease and desist order or other orders, or prohibition issued,  
25 reissued or adopted by the General Manager [Government Code, Section 54740.5(d)(4)].

26  
27 F. Unless appealed, orders setting administrative civil penalties shall become  
28 effective and final upon issuance thereof, and payment shall be made within thirty (30) days  
29 established by the order. Copies of these orders shall be served by personal service or by  
30 certified mail upon the parties served with the administrative complaint and upon other persons  
31 who appeared at the hearing and requested a copy.

32  
33 G. All monies collected under this Section shall be deposited in a special account of  
34 SAWPA and shall be made available for the monitoring, treatment and control of discharges  
35 into the Brine Line and tributaries thereto.

36  
37 H. The amount of any civil penalties imposed under this Section which have  
38 remained delinquent for a period of sixty (60) days shall constitute a lien against the real  
39 property of the User from which the discharge, Ordinance violation, or permit violation  
40 originated resulting in the imposition of the civil penalty. The lien shall be recorded with the  
41 County Recorder for the respective county and when recorded shall have the force and effect  
42 and priority of a judgment lien and continue for ten (10) years from the time of recording unless  
43 sooner released, and shall be renewable in accordance with the provisions of Section 683.110 to  
44 683.220, inclusive, of the Code of Civil Procedure.

45  
46 I. No penalties shall be recoverable under this Section for any violation for which

1 civil liability is recovered under Section 611.0.

2  
3 J. Judicial Review

4  
5 1. Any User aggrieved by a final order issued by the Commission under this  
6 Section may obtain review of the order of the Commission in the Superior Court by  
7 filing in the Court a petition for writ of mandate within thirty (30) days following the  
8 service of a copy of a decision and order issued by the Commission. Any User aggrieved  
9 by a final order of a hearing officer issued under this Section for which the Commission  
10 denies review, may obtain review of the order of the hearing officer in the Superior  
11 Court by filing in the Court a petition for writ of mandate within thirty (30) days  
12 following service of a copy of a decision and order denying review by the Commission.

13  
14 2. If no aggrieved User petitions for writ of mandate within the time allowed, an  
15 order of the Commission of SAWPA or a hearing officer shall not be subject to review  
16 by any court or agency.

17  
18 3. The evidence before the Court shall consist of the record before the  
19 Commission of SAWPA, including the hearing officer's record, and any other relevant  
20 evidence which, in the judgment of the Court, should be considered to effectuate and  
21 implement policies of this Ordinance. In every such case, the Court shall exercise its  
22 independent judgment on the evidence.

23  
24 4. Subdivisions (e) and (f) of Section 1094.5 of the Code of Civil Procedure  
25 shall govern review proceedings.

26  
27 **611.0 EMERGENCY SUSPENSION.** The Commission or its General Manager may  
28 immediately suspend a User's discharge, after notice to the User, whenever such suspension is  
29 necessary to stop an actual or threatened discharge, which reasonably appears to present, or  
30 cause an imminent or substantial endangerment to the health or welfare of persons. The  
31 Commission or its agent may also immediately suspend a User's discharge, after notice and  
32 opportunity to respond, that threatens to interfere with the operation of the POTW, or which  
33 presents, or may present, an endangerment to human health or the environment.

34  
35 A. Any User notified of a suspension of its discharge shall immediately stop or  
36 eliminate its contribution. In the event of a User's failure to immediately comply voluntarily  
37 with the suspension order, Commission may take such steps as deemed necessary, including  
38 immediate termination or severance of the sewer connection, to prevent or minimize damage to  
39 the POTW, its receiving stream, or endangerment to any individuals. The Commission may  
40 allow the User to recommence its discharge when the User has demonstrated to the satisfaction  
41 of the Commission that the period of endangerment has passed.

42  
43 B. A User that is responsible, in whole or in part, for any discharge presenting  
44 imminent endangerment shall submit a detailed written statement, describing the causes of the  
45 harmful contribution and the measures taken to prevent any future occurrence, to the

1 Commission prior to the date of any show cause or termination hearing under Sections 606.0  
2 Item J and 608.0.

3  
4 Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency  
5 Suspension under this Section.

6  
7 **612.0 CIVIL LIABILITY FOR VIOLATIONS.**

8  
9 A. Any User that violates any provision of this Ordinance, any requirement of the  
10 Wastewater Discharge Permit, or Administrative Order, may be civilly liable to SAWPA in a  
11 sum not to exceed \$25,000.00 a day for each violation. In addition to these penalties and  
12 damages, the General Manager may recover reasonable attorney's fees, court costs, and other  
13 expenses associated with the enforcement activities, including, but not limited to, sampling,  
14 monitoring, laboratory costs and inspection expenses.

15  
16 B. SAWPA's Legal Counsel is hereby authorized to petition the Superior Court to  
17 impose, assess, and recover the sums as described in Section 612.0.A. In determining the  
18 amount, the Court shall take into consideration all relevant circumstances, including but not  
19 limited to, the extent of harm caused by the violation, the economic benefit derived through any  
20 non-compliance, the nature and persistence of the violation, the length of time over which the  
21 violation occurs, and any corrective actions, if any, attempted or taken by the User.

22  
23 C. Notwithstanding any other provision of law, all civil penalties imposed by the  
24 Court for a violation of this Section shall be distributed to SAWPA.

25  
26 D. Remedies under this Section are in addition to and do not supersede or limit any  
27 and all other remedies, civil or criminal, but no liability shall be recoverable under this Section  
28 for any violation for which liability is recovered under Section 610.0.

29  
30 **613.0 CRIMINAL PENALTIES.**

31  
32 A. Any User which willfully or knowingly violates any provision of this Ordinance,  
33 or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor for  
34 each separate violation per day, punishable by a fine not to exceed One Thousand Dollars  
35 (\$1,000.00) or imprisonment for not more than thirty days, or both for each violation. Each  
36 violation and each day in which a violation occurs may constitute a new and separate violation  
37 of this Ordinance and shall be subject to the penalties contained herein.

38  
39 B. Any User who knowingly makes any false statements, representations, or  
40 certifications in any application, record, report, plan or other document filed or required to be  
41 maintained pursuant to this Ordinance or the User's Wastewater Discharge Permit, or who  
42 falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method  
43 required under this Ordinance shall, upon conviction, be punished by a fine of not more than  
44 One Thousand Dollars (\$1,000.00) per violation per day or imprisonment for not more than six  
45 months, or both for each violation. This penalty shall be consistent with the Federal Clean  
46 Water Act, 33 U.S.C. 1251, et seq. and shall apply to the exclusion of any other Ordinance

1 provisions more lenient.  
2

3 **614.0 LEGAL ACTION.** If any User discharges wastewater into the Brine Line or tributaries  
4 thereto in violation of the provisions of this Ordinance, federal or state pretreatment  
5 requirements, or any order or permit issued hereunder, then SAWPA may commence an  
6 enforcement and/or collection action for legal, equitable or injunctive relief in the appropriate  
7 court of Riverside or San Bernardino County. Any such court action filed by SAWPA shall  
8 entitle SAWPA to recover all reasonable attorneys' fees, court costs, expert witness fees and  
9 related litigation expenses.  
10

11 **615.0 SUPPLEMENTAL ENFORCEMENT ACTIONS.**  
12

13 A. **Performance Bonds.** The General Manager may decline to issue or reissue a  
14 Wastewater Discharge Permit to any User who has failed to comply with any provision of this  
15 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,  
16 or any other pretreatment standard or requirement, unless such User first files a satisfactory  
17 bond payable to SAWPA, in a sum not to exceed a value determined by the General Manager to  
18 be necessary to achieve consistent compliance.  
19

20 B. **Liability Insurance.** The General Manager may decline to issue or reissue a  
21 Wastewater Discharge Permit to any User who has failed to comply with any provision of this  
22 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,  
23 or any other pretreatment standard or requirement, unless such User first submits proof that  
24 liability insurance satisfactory to the General Manager has been obtained by the User sufficient  
25 to restore or repair damage to the Brine Line or tributaries thereto or OCSD's POTW.  
26

27 C. **Public Nuisance.** A violation of any provision of this Ordinance, a Wastewater  
28 Discharge Permit, or Administrative Order issued hereunder, or any pretreatment standard or  
29 requirement is hereby declared a public nuisance and shall be corrected or abated as directed by  
30 the General Manager. Any User creating a public nuisance shall be required to reimburse  
31 SAWPA for any costs incurred in removing, abating, or remedying such nuisance.  
32

33 **616.0 REMEDIES NONEXCLUSIVE.** The enforcement remedies for this Ordinance are not  
34 exclusive. The General Manager may take any, all, or any combination of these remedies  
35 against a non-compliant User. Enforcement of Ordinance, pretreatment, and Wastewater  
36 Discharge Permit violations will generally be in accordance with SAWPA's Enforcement  
37 Response Plan. The General Manager, however, may take other actions against any User when  
38 the circumstances warrant. Further, the General Manager is also empowered to take more than  
39 one enforcement action against any non-compliant User.  
40

41 **617.0 PAYMENT OF FEES, CHARGES, AND PENALTIES.**  
42

43 A. Unless otherwise specified, all fees, charges and penalties imposed pursuant to  
44 this Ordinance are due and payable within forty-five (45) days of receipt of notice or invoicing  
45 by SAWPA.  
46

1 B. For Users who fail to pay any required fee, charge or penalty by the due date, the  
2 following penalties shall apply:  
3

4 1. Forty-six (46) days after the date of invoice, a penalty of ten percent (10%) of  
5 the original invoice amount, not to exceed \$1,000.00 shall be assessed.  
6

7 2. Ninety days (90) after the date of invoice, a total penalty of ten percent (10%)  
8 of the original invoice amount, not to exceed a maximum of \$4,000.00 shall be assessed.  
9

10 C. Any invoice outstanding and unpaid after ninety (90) days shall be cause for  
11 immediate initiation of Wastewater Discharge Permit revocation proceedings or immediate  
12 suspension of the Wastewater Discharge Permit. In addition, interest shall accrue on any unpaid  
13 fees, charges or penalties at 10% per annum from the due date until paid.  
14

15 D. Penalties charged under this Section shall not accrue to those invoices  
16 successfully appealed.  
17

18 E. Payment of disputed charges is still required by the due date during the General  
19 Manager's review of any appeal submitted by a User.  
20

21 **618.0 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS.**  
22

23 A. Any User who discharges any waste which causes or contributes to any  
24 obstruction, interference, damage, or any other impairment to the Brine Line or tributaries  
25 thereto or OCS D's POTW and sewerage facilities or to the operation of those facilities shall be  
26 liable for all costs required to clean or repair the facilities together with expenses incurred by  
27 SAWPA or OCS D to resume normal operations. Such discharge shall be grounds for permit  
28 revocation. A service charge of up to ninety percent (90%) of SAWPA's costs shall be added to  
29 the costs and charges to reimburse SAWPA for miscellaneous overhead, including  
30 administrative personnel and record keeping at the General Manager's discretion. The total  
31 amount shall be payable within forty-five (45) days of invoicing by SAWPA.  
32

33 B. Any User who discharges a waste which causes or contributes to SAWPA  
34 violating its discharge requirements established by any Regulatory Agency and/or OCS D and  
35 causing SAWPA to incur additional expenses or suffer losses or damage to its facilities, shall be  
36 liable for any costs or expenses incurred by SAWPA, including regulatory fines, penalties, and  
37 assessments made by other agencies or a court.  
38

39 **619.0 APPEALS.** Except for Administrative Complaints as provided in Section 610.0:  
40

41 A. Within ten (10) business days after service of an Administrative Order under  
42 Sections 606.F, G, H, I, 607 or 608, the User may file a written appeal with the SAWPA  
43 Commission. A fee of one hundred dollars (\$100.00) shall accompany any appeal to the  
44 SAWPA Commission. The written appeal shall state all of the facts and reasons that constitute  
45 the basis for such an appeal. The written appeal shall be heard by the SAWPA Commission  
46 within thirty (30) days from the date of filing of the written appeal. The SAWPA Commission

1 shall issue a final order on the appeal within forty-five (45) days from the date of filing of the  
2 written appeal. Any User aggrieved by a final order issued by the Commission under this  
3 Section may seek judicial review of the order of the Commission in superior court by filing a  
4 petition for writ of mandate within thirty (30) days following the service of a copy of the  
5 Commission's final order. Failure to file such a petition within that thirty (30)-day deadline shall  
6 be deemed a waiver of such judicial review.  
7

8 **620.0 ALTERNATIVE ENFORCEMENT PROCEDURES.** As additional and alternate  
9 enforcement provisions, the General Manager may utilize the procedures and seek the civil  
10 penalties provided in Sections 54739, 54740, 54740.5 and 54740.6 of the California  
11 Government Code for violations of this Chapter, federal or California pretreatment requirements  
12 or the terms and provisions of any permits issued pursuant to this Ordinance.  
13

14 **621.0 INVALIDITY.** If any provision of this Ordinance or the application thereof to any User  
15 or circumstance is held invalid, the remainder of this Ordinance and the application of such  
16 provision to other Users or circumstances shall not be affected thereby.  
17

18 **622.0 INTERPRETATION.** All the provisions of this Ordinance are to be reasonably  
19 interpreted. The intent herein is to recognize that there are varying degrees of hazard to the  
20 Brine Line, OCSD's POTW, personnel, environment and the public and to apply the principle  
21 that the degree of protection shall be commensurate with the degree of hazard.  
22  
23

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**700.0 SEVERABILITY.** If any provision of these regulations or the application to any other circumstances is held invalid, the remainder of the regulations or the application of such provision to other Users or other circumstances shall not be affected.

**701.0 EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption, and Ordinance No. 7, and any amendments thereto, is hereby repealed and superseded by this Ordinance.

**702.0 JUDICIAL REVIEW OF ORDINANCE.** Pursuant to Section 1094.6 of the Code of Civil Procedure, the time within which judicial review shall be sought concerning the adoption of this Ordinance is ninety (90) days following the date on which the decision adopting it is final. The decision adopting this ordinance is final on the date it is adopted.

ADOPTED this XX<sup>th</sup> day of XX 2017

SANTA ANA WATERSHED PROJECT AUTHORITY

By \_\_\_\_\_  
Chairman of the Commission

ATTEST:

By \_\_\_\_\_  
Secretary-Treasurer of the Commission



Thursday, August 24, 2017  
SAWPA

**Attendees**

Tariq Awan, CIW  
Lawrence Dimock, CIM  
Ray Fletcher, Del Real Foods  
Bruce Mackenzie, MGS  
Viet Pham, MCS  
George Dadiani, Repet, Inc.  
Raul Arevalo, City of Corona  
George Skudler, HTS Environmental  
Nola McGuire, HTS Environmental  
Diana Hogan, GE IE  
Neal Beaty, Niagara Bottling  
Gregg Murray, EMWD

David Trujillo, EMWD  
John Jackson, EMWD  
Phuong Hunter, Valley/G&G  
Craig Proctor, IEUA  
Martyn Draper, WMWD  
Adam Oakes, SBMWD  
Mark Kawamoto, OCSD  
Mike Zedek, OCSD  
John Wrobel, YVWD  
Lucas Gilbert, SAWPA  
David Ruhl, SAWPA  
Regina Patterson, SAWPA

**Introductions**

The workshop commenced at 1:05 p.m. Lucas introduced member/contract agencies and OCSD attendees.

Orange County Sanitation District (OCSD) has completed the process of updating and revising their Sewer Use Ordinance. SAWPA is required to update their Ordinance to include the relevant OCSD revisions.

Lucas provided the following brief overview of the proposed ordinance updates:

Permit Terms – The potential maximum duration for the permit durations have been lengthened. This is potential because this has not been established in our policies and procedures. That is the next step after ordinance adoption. There will be discussions with OCSD as to how this will be implemented. According to OCSD's practices (their approved program), their significant industrial user and their categorical industrial user permit terms will remain at two years for the time being. Therefore, SAWPA's will also remain at two years. For other types of permits (plain industrial user permits and liquid waste hauler permits) there is potential for those to be extended. When those discussions take place with OCSD all will be informed of what the potential will be.

Permit Transfers – Ordinance language has been strengthened to prohibit permit transfers. The permit is issued to your facility under the owner of that facility, etc. If ownership changes or the permittee moves to a new location, new owner, etc., you cannot transfer that permit. A new permit must be issued. This has been made clearer within the draft Ordinance. The initial permit is issued for a specific location and operation at the site you are currently operating under the current ownership of your business. If any of those things change a new permit is required. That permit cannot be simply transferred to a new owner or facility, etc. Within thirty days prior to the sale, SAWPA must be notified in writing what is occurring and apply for a new permit within fifteen days prior to the sale or change of ownership.

Temporary Permits – New permit type for facilities that have undergone a transfer in ownership. This is a short term permit that is being proposed to address when an ownership change happens. This is an administrative control mechanism that will bridge the gap to the new permit. There may be a future scenario where pretreatment personnl arrives on site to do an inspection and we are informed that you were just informed that your facility has been sold, etc. This temporary permit provision will address those events. This will be just like the standard permit but will be temporary to bridge the gap between the two permits. This will also allow time to comply with the proper permit application process and for

SAWPA to prepare a permit package to OCSD for their review and concurrence. This entire process is at the discretion of SAWPA's General Manager and can be revoked at any time.

Letter to Discharge – New control mechanism similar to a permit for a one-time discharger of less than 1MG. This is a letter authorizing a user to discharge unauthorized classes of wastewater to the Brine Line without having to obtain a special purpose discharge permit. Unauthorized classes of wastewater require approval by both the SAWPA General Manager and OCSD General Manager before the discharge commences. The discharge volume is generally limited to less than 1 million gallons. A Letter to Discharge allows the user to discharge within the terms provided for a one-time discharge event.

Wastestream Correction Formula – Lucas provided clarification of the formula used to adjust the permitted Local Limits to account for the presence of SAWPA Industrial Non-process Wastestreams. This formula is used to correct the limits to account for dilution.

$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

$C_A$  = Adjusted Local Limit to account for Industrial Non-Process Wastestream(s)

$C_C$  = Local Limit for the pollutant constituent

$F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

$F_T$  = Average daily flow through the sample point

$M$  = Total number of SAWPA Industrial Process Wastestreams

This formula will align SAWPA with OCSD's Pretreatment Program and how they are developing their limitations in their permits instead of using the combined wastestream formula that is the current SAWPA Ordinance. Lucas invited workshop attendees to contact him with any questions, clarifications or a demonstration of how the formula works and how/if it applies to their permit.

Lucas provided the following description of definitions used in the correction formula:

- SAWPA Industrial Process Wastestream or Industrial Process Wastestream  
A wastestream from an industrial process that is not regulated by a categorical standard for any pollutant and is not considered an Industrial Non-Process Wastestream as defined in this section.
- SAWPA Industrial Non-Process Wastestream or Industrial Non-Process Wastestream  
A wastestream which includes boiler blow-down streams, non-contact cooling streams, storm water, demineralized backwash/RO rejects, and sanitary wastestreams. For those facilities with wastestreams composed only of the wastestreams listed above, these Industrial Non-Process Wastestreams will be permitted equivalent to Industrial Process Wastestreams.

OCSD developed their Local Limits based on the industrial discharge only. Many of our regional dischargers may have developed their Local Limits in a different way. OCSD regulates the industrial process. The sanitary, dilute wastestreams that make up the industrial non-process wastestreams they consider those dilutions to the industrial discharge and therefore they don't want to regulate those and only want to regulate the industrial process wastestreams. That is why this formula is used to correct the limits to account for that dilution. Lucas displayed visual example.

Lucas reported that OCSD has updated their local limits for their program so SAWPA will be using those. He presented the following proposed Local Limits revision and stated that if there are any concerns that he be contacted to discuss.

Pollutant of Concern	Existing Limit	New/Amended Limit
Biochemical Oxygen Demand	15,000 lb/day	Mass Allocation
Ammonia	-	Mass Allocation
Chromium (Total)	2.0 mg/L	20.0 mg/L
Silver	5.0 mg/L	15.0 mg/L
Molybdenum	-	2.3 mg/L
Selenium	-	3.9 mg/L
1,4-Dioxane	-	1.0 mg/L
Total Toxic Organics	0.58 mg/L	-
Cyanide (Amenable)	1.0 mg/L	-

SAWPA Timetable for Ordinance No. 8 Adoption Process

Release Drafts for Public Review and Comment – August 1, 2017

Workshop with dischargers – August 24, 2017

Request written comments – September 11, 2017

Public Hearing before Commission, possible adoption – September 19, 2017

Questions/Comments/Concerns

Question	Response	Responder	Due Date
What about TSS rates?	The rate will stay the same to how it is represented in your permit currently unless the wastestream correction formula applies. The ordinance does not go into the billing – that is a separate action. If there are any concerns about billing, there is no proposal to change that. Billing parameters will stay the same and will be billed as they currently are.	Lucas	N/A
We are measuring BOD by mg/L, so why mass allocation?	It is similar to how we were doing the pounds per day. You sample and we get a concentration value in mg/L and then there is however much you discharge per day. BOD will apply similar to the way it has. It is a quick calculation to determine the actual weight of your discharge per day. The concern with mass limits is if you have a concentration based limit, if you just increase the flow then you can potentially reduce down the limit. It's a way to account for potential dilution. That's why we had the 10,000 lbs/day.	Lucas	N/A
Requested future SMR discussion.	Yes. We want you to understand.	Lucas	TBD
How will they be reported?	We haven't gotten into how we will set up the SMRs for these. More than likely we will continue to request them in mg/L. Concentration based. That is something	Lucas	TBD

	we will discuss with OCSD soon. OCSD is the control authority so they concur on all control mechanisms such as permits, etc., that SAWPA issues. The permit will look a bit different. The discussions to decide what it will look like will be with OCSD. It would be spelled out clearly in the permit as to how to address it		
Will the presentation be available?	Yes. It will be posted to SAWPA's web site and emailed if an email is provided.	Lucas/Regina	8/24/2017
You mentioned that you will work the changes into the permits. What's the timing to get through that process?	Once the ordinance is adopted, it will move quickly. We will want to get all updates into the permits as soon as possible. We will issue a letter that will be an amendment to your permit stating whatever your new requirements are. As the permit is renewed you would be get the new template of what the permit will look like. After 9/19 you will see letter with new requirements.	Lucas	After 9/19/2017 following the public hearing and SAWPA Commission adoption

The Workshop ended at 1:31 p.m.

# SAWPA Draft Ordinance No. 8 and Draft Resolution Establishing Local Limits

September 19, 2017

# Recommendation to Commission:

It is recommended that the Commission:

- Hear a presentation on the proposed Ordinance No. 8 and Resolution 2017-11,
- Conduct a public hearing on Ordinance No. 8 and Resolution 2017-11 to receive comments, and
- Consider adopting Ordinance No. 8 and Resolution 2017-11.

# Background

- Orange County Sanitation District has completed the process of updating and revising their Sewer Use Ordinance.
- SAWPA is required to update their Ordinance to include the relevant OCSD revisions.

# Proposed Ordinance Updates

Issue	Change/Amendment
Permit Terms:	The maximum duration for permits have been lengthened.
Permit Transfers:	Ordinance language has been strengthened to prohibit permit transfers.
Temporary Permits:	New permit type for facilities that have undergone a transfer in ownership.
Letter to Discharge:	New Control Mechanism for one time discharges under 1MG.
Enforcement Response Schedules:	Reporting and response schedules have been defined for mechanisms of compliance.
Wastestream Correction Formula:	Clarification of the formula used to adjust the Local Limits to account for the presence of unregulated wastestreams.



# Proposed Local Limit Revisions

Pollutant of Concern	Existing Limit	New/Amended Limit
Biochemical Oxygen Demand	15,000 lb/day	Mass Allocation
Ammonia	-	Mass Allocation
Chromium (Total)	2.0 mg/L	20.0 mg/L
Silver	5.0 mg/L	15.0 mg/L
Molybdenum	-	2.3 mg/L
Selenium	-	3.9 mg/L
1,4-Dioxane	-	1.0 mg/L
Total Toxic Organics	0.58 mg/L	-
Cyanide (Amenable)	1.0 mg/L	-

# SAWPA Timetable

Date	Milestone
April 1, 2016	Submittal of Draft 1 to OCSD for review
June 8, 2016	Submittal of Draft 2 to OCSD for review
January 12, 2017	Resolution of TOC discussion
March 31, 2017	Submittal of Draft 3 to OCSD for review
July 11, 2017	Submittal of Draft 4 to OCSD for review
July 25, 2017	Conference Call with OCSD and finalization of Draft Ordinance No. 8 and Reso Establishing Local Limits
August 1, 2017	Released Drafts for Public Review and Comment
August 24, 2017	Workshop with dischargers
September 11, 2017	Request for written comments
September 19, 2017	Public Hearing before Commission, possible adoption

# Recommendation to Commission:

It is recommended that the Commission:

- Hear a presentation on the proposed Ordinance No. 8 and Resolution 2017-11,
- Conduct a public hearing on Ordinance No. 8 and Resolution 2017-11 to receive comments, and
- Consider adopting Ordinance No. 8 and Resolution 2017-11.



# Questions

**COMMISSION MEMORANDUM NO. 2017.118**

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** 2018 Medical Insurance Cap  
**PREPARED BY:** Richard E. Haller, Interim General Manager

**RECOMMENDATION**

It is recommended that the Commission direct staff to adjust the medical insurance cap to \$1,700.90, which reflects the ACWA/JPIA 2018 Kaiser Family Plan rate.

**DISCUSSION**

Historically, SAWPA has set the medical insurance cap to the lower of the Kaiser or Blue Cross family rate. The current medical insurance cap is \$1,505.65. Below is a table outlining recent adjustments to the medical insurance cap.

<b>Coverage Period</b>	<b>Percentage Increase</b>	<b>Increase Amount</b>	<b>Cap Amount</b>
Jan – Dec 2013	1.2%	\$ 15.00	\$ 1,245.00
Jan – Dec 2014	17.75%	221.00	\$ 1,466.00
Jan – Dec 2015	0.00	0.00	\$ 1,466.00
Jan – Dec 2016	0.3%	4.64	\$ 1,470.64
Jan – Dec 2017	2.4%	35.01	\$ 1,505.65
<i>Jan – Dec 2018</i>	<i>12.97%</i>	<i>195.25</i>	<i>\$ 1,700.90</i>

Applicable ACWA/JPIA 2018 Medical Plan Rates in the Southern California region are as follows:

Anthem Blue Cross [Classic PPO] Family Rate: \$2,431.94  
Anthem Blue Cross [HMO] Standard Family Rate: \$2,105.63  
Kaiser [HMO]: \$1,700.90

**CRITICAL SUCCESS FACTORS**

- By providing competitive employee benefits, SAWPA can continue to maintain a strong reputation as a watershed-wide, knowledgeable, neutral and trusted facilitator, leader, and administrator of contracted activities.
- Adequate professional staff and resources to effectively provide facilitation, management, administrative and technical support to collaborative work efforts.

**RESOURCE IMPACTS**

There are sufficient funds in the FY 2017-18 Budget to cover the increase from the current medical insurance cap of \$1,505.65 to the proposed medical insurance cap of \$1,700.90.

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**COMMISSION MEMORANDUM NO. 2017.115**

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** Inter-Fund Borrowing – July 2017  
**PREPARED BY:** Karen Williams, Chief Financial Officer

**RECOMMENDATION**

It is recommended that the Commission receive and file the informational report on short-term, cash-flow inter-fund borrowing.

**DISCUSSION**

On December 13, 2005, the Commission approved Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. Staff was directed to bring back an accounting of the loans each month for review when the total exceeded \$250,000 in aggregate.

The following projects, with negative cash flow, are listed below with the amounts borrowed from SAWPA General Fund Reserves in July 2017. The total amount borrowed is over the aggregate \$250,000 amount recommended in Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. The Commission has requested that this item be brought back each month as an informational item when the loan amount is over the \$250,000 aggregate amount.

Fund	Fund Name	06/30/17 Balance	Loan Receipts	New Charges	07/31/17 Balance
130	Proposition 84 Admin	\$74,987.04	(\$0.00)	\$1,891.39	\$76,878.43
135	Proposition 84 Admin R2	67,526.32	(0.00)	1,484.57	69,010.89
140	Proposition 84 Admin R3	65,748.55	(25,892.01)	5,061.44	44,917.98
145	Proposition 84 Admin R4	350,850.43	(0.00)	12,478.14	363,328.57
398	Proposition 1 – DACI Grant	105,207.80	(0.00)	9,334.52	114,542.32
477	LESJWA Administration	9,244.23	(10,606.17)	10,522.88	9,160.94
504	Prop 84 – Round I, II Capital	0.00	(56,686.22)	0.00	(56,686.22)
504	Prop 84 - Drought Projects	7,970.68	(101,109.11)	183,439.73	90,301.30
504	Prop 84 – SARCCUP Projects	174,508.49	(0.00)	44,306.81	218,815.30
	<b>Total Funds Borrowed</b>	<b>\$856,043.54</b>	<b>(\$194,293.51)</b>	<b>\$268,519.48</b>	<b>\$930,269.51</b>
	General Fund Reserves Balance		\$2,900,294.53		
	Less Amount Borrowed		<u>930,269.51</u>		
	Balance of General Fund Reserves		<u>\$1,970,025.02</u>		

The following table lists each fund that has a negative cash flow, the source of funding for the fund, how often the fund is billed, and the projected rate of payment for the fund.

**NEGATIVE CASH-FLOW FUNDS**

<b>Fund No.</b>	<b>Source of Funding</b>	<b>Billing Frequency</b>	<b>Projected Payment Time</b>
130,135,140, 145 – Proposition 84 Admin	DWR – Prop 84 Grant	Monthly/Quarterly	Up to 4 months
398 – Proposition 1 – DACI Grant	DWR – Prop 1 Grant	Monthly	Up to 4 months
477 – LESJWA Admin	Reimbursement from LESJWA	Monthly	2 to 4 weeks
504 - Proposition 84 Drought Projects	DWR – Prop 84 Grant	Monthly	Up to 4 months
504 – Proposition 84 SARCCUP Projects	DWR – Prop 84 Grant	Monthly/Quarterly	Up to 4 month

**Fund 130**

The outstanding balance of the funds due from DWR is the mandatory 10% retention from each invoice billed. Retention funds will not be released until the Proposition 84 Round I contract is completed in 2017.

**Fund 135**

This fund is for the administration of Proposition 84 Round II grant funds. These funds will be billed quarterly and 10% will be withheld for retention.

**Fund 140**

This fund is for the administration of Proposition 84 Drought Round grant funds. These funds will be billed monthly and 10% will be withheld for retention.

**Fund 145**

This fund is for the administration of Proposition 84 Round 2015 grant funds. These funds will be billed quarterly and 10% will be withheld for retention.

**Fund 398**

This fund is for the Proposition 1 DACI grant project. These funds will be billed monthly once the contracts with DWR have been signed.

**Fund 477**

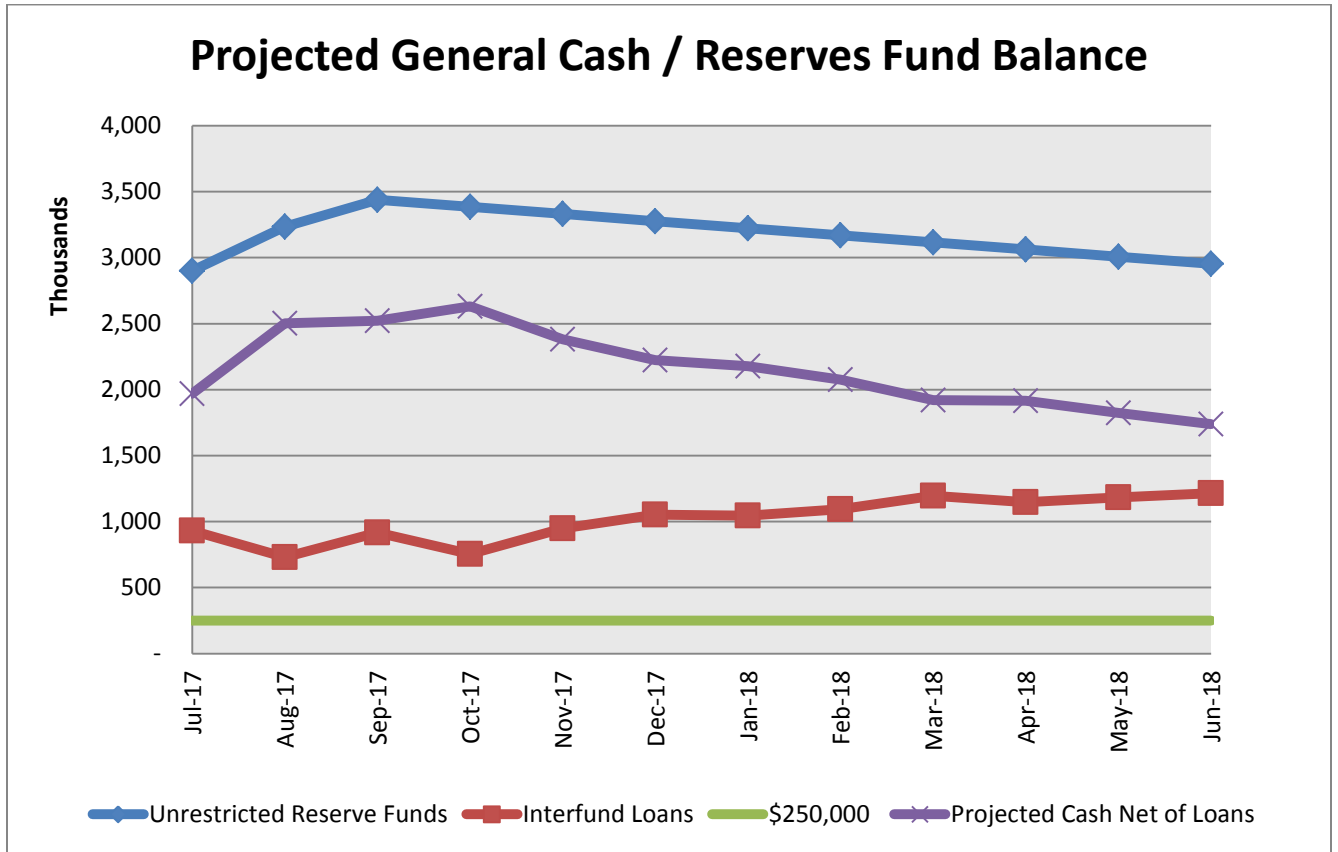
Each month LESJWA is billed the cost for administering the JPA. Once the bill is received, LESJWA submits payment within two weeks.

**Fund 504**

This fund is for the implementation of drought related projects and SARCCUP projects which are administered through PA-22 and PA23.

The following graph shows projected inter-fund loan balances, total unrestricted General Fund Reserves available for loans, and projected cash net of loans through June 2018. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2018 because of Proposition 84 Grants, but can be covered by General Fund Reserves without a major impact on cash flow.





**RESOURCE IMPACTS**

The funds borrowed from the General Fund Reserves will be paid back with interest when the funding is received. Interfund loans for grants are not charged interest unless the grant contracts specifically states interest is eligible for reimbursement. There is sufficient cash available to cover proposed borrowings and to pay budgeted expenditures for the General Fund.

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## COMMISSION MEMORANDUM NO. 2017.116

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** Performance Indicators and Financial Reporting – July 2017  
**PREPARED BY:** Karen Williams, Chief Financial Officer

### RECOMMENDATION

It is recommended that the Commission receive and file staff's report.

### DISCUSSION

The attached reports have been developed to keep the Commission informed as to SAWPA's business and budget performance. These reports are categorized into the following groups: financial reporting, cash and investments, and performance indicators. They are explained in detail below. As new reports are developed, they will be added for the Commission's review.

#### Financial Reporting

Balance Sheet by Fund Type	Lists total assets, liabilities, and equity by fund type for a given period.
Revenue & Expense by Fund Type	Lists total revenue and expenses by fund type for a given period.
Receivables Management	Shows total outstanding accounts receivable by age.
Open Task Order Schedule	Shows SAWPA's total outstanding obligation for open task orders.
List of SAWPA Funds	Shows each SAWPA Fund with the fund description and fund group.
Debt Service Funding Analysis	Shows total annual income by source used to make debt service payments through debt maturity at FYE 2048.
Debt Service Payment Schedule	Shows total debt service interest and principal payments through debt maturity at FYE 2048.

#### Cash and Investments

Total Cash and Investments (chart)	Shows the changes in cash and investments balance for the last twelve months.
Cash Balance & Source of Funds	Shows total cash and investments for all SAWPA funds and the types of investments held for each fund.
Cash & Investments (pie chart)	Shows total cash and investments for all SAWPA funds and the percentage of each investment type.
Reserve Account Analysis	Shows changes to each reserve account for the year and projected ending balance for each.
Twelve Month Security Schedule (chart)	Shows the maturity dates for securities held and percentage of securities in each category.

Treasurer's Report	Shows book and market value for both Treasury strips and securities held by the Agency.
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**Performance Indicators**

Average Daily Flow by Month	Shows total flow in the Brine Line System by month compared to total treatment capacity owned. This is an indicator of the available capacity in the line. As we add yearly flows, it will show trends in flow throughout the year.
Summary of Labor Multipliers	Summarizes the information generated from the following two reports and compares the actual benefit and Indirect Cost Allocation rates to the total budgeted rates.
General Fund Costs	Lists total Fund No. 100 costs to date and the amount of those costs recovered through the Indirect Cost Allocation and member contributions.
Benefit Summary	Lists total employee benefit costs actual to budget and projects them through the end of the year. This report compares how the actual benefit rate compares to the budgeted rate.
Labor Hours Budget vs. Actual	Shows total budgeted hours for each project and compares them to the actual hours charged to each.

**RESOURCE IMPACTS**

Staff expects minimal impacts to SAWPA or its member agencies related to this effort.

Attachments:

- |                                       |   |
|---------------------------------------|---|
| 1. Balance Sheet by Fund Type         | 10. Reserve Account Analysis                    |
| 2. Revenue & Expense by Fund Type     | 11. Twelve-Month Maturity Schedule - Securities |
| 3. Accounts Receivable Aging Report   | 12. Treasurer's Report                          |
| 4. Open Task Order Schedule           | 13. Average Daily Flow by Month                 |
| 5. List of SAWPA Funds                | 14. Summary of Labor Multipliers                |
| 6. Debt Service Funding Analysis      | 15. General Fund Costs                          |
| 7. Debt Service Payment Schedule      | 16. Benefits                                    |
| 8. Total Cash and Investments (chart) | 17. Labor Hours Budgeted vs. Actual             |
| 9. Cash Balance & Source of Funds     |   |

Santa Ana Watershed Project Authority  
Balance Sheet by Fund Type  
For the Twelve Months Ending Friday, June 30, 2017

	Capital Projects	Grants/ Contracts	Planning	Collaborative Projects	SAWPA General	Brine Line Enterprise	Fund Totals
<b>Assets</b>							
<b>Current Assets</b>							
Cash and Investments	\$0.00	(\$251,286.80)	\$127,921.82	\$1,940,080.48	\$4,081,859.98	\$44,403,605.35	\$50,302,180.83
Accounts Receivable	3,560,362.00	6,254,343.42	0.00	19,396.00	49,920.93	1,896,374.46	11,780,396.81
Installment Notes Receivable	0.00	0.00	0.00	0.00	0.00	3,827,870.86	3,827,870.86
Interest Receivable	0.00	1,528.86	574.82	5,559.29	8,831.40	152,081.16	168,575.53
Prepays and Deposits	0.00	0.00	0.00	0.00	660,980.01	202,324.96	863,304.97
<b>Total Current Assets</b>	<b>3,560,362.00</b>	<b>6,004,585.48</b>	<b>128,496.64</b>	<b>1,965,035.77</b>	<b>4,801,592.32</b>	<b>50,482,256.79</b>	<b>66,942,329.00</b>
<b>Fixed Assets</b>							
Property, Plant & Equipment less accum depreciation	0.00	0.00	0.00	0.00	1,144,438.95	63,479,508.39	64,623,947.34
Work In Process	19,623,435.69	0.00	0.00	0.00	0.00	0.00	19,623,435.69
<b>Total fixed assets</b>	<b>19,623,435.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,438.95</b>	<b>63,479,508.39</b>	<b>84,247,383.03</b>
<b>Other Assets</b>							
Wastewater treatment/disposal rights, net of amortization	0.00	0.00	0.00	0.00	0.00	28,934,833.56	28,934,833.56
Inventory - Mitigation Credits	0.00	0.00	0.00	1,910,560.00	0.00	0.00	1,910,560.00
<b>Total Other Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,910,560.00</b>	<b>0.00</b>	<b>28,934,833.56</b>	<b>30,845,393.56</b>
<b>Total Assets</b>	<b>\$23,183,797.69</b>	<b>\$6,004,585.48</b>	<b>\$128,496.64</b>	<b>\$3,875,595.77</b>	<b>\$5,946,031.27</b>	<b>\$142,896,598.74</b>	<b>\$182,035,105.59</b>
<b>Liabilities and Fund Equity</b>							
<b>Current Liabilities</b>							
Accounts Payable/Accrued Expenses	\$2,272,263.17	\$5,134,682.17	\$3,530.99	\$191,154.11	\$777,800.27	\$819,941.96	\$9,199,372.67
Accrued Interest Payable	88,960.82	34.37	0.00	0.00	0.00	280,256.23	369,251.42
<b>Noncurrent Liabilities</b>							
Long-term Debt	7,553,435.00	0.00	0.00	0.00	2,247,501.00	19,389,683.02	29,190,619.02
Deferred Revenue	0.00	0.00	0.00	0.00	0.00	72,719,287.50	72,719,287.50
<b>Total Liabilities</b>	<b>9,914,658.99</b>	<b>5,134,716.54</b>	<b>3,530.99</b>	<b>191,154.11</b>	<b>3,025,301.27</b>	<b>93,209,168.71</b>	<b>111,478,530.61</b>
<b>Fund Equity</b>							
Contributed Capital	0.00	0.00	0.00	0.00	0.00	20,920,507.03	20,920,507.03
Retained Earnings	6,063,498.44	343,590.42	196,942.89	3,936,709.81	2,112,501.49	33,593,996.49	46,247,239.54
Revenue Over/Under Expenditures	7,205,640.26	526,278.52	(71,977.24)	(252,268.15)	808,228.51	(4,827,073.49)	3,388,828.41
<b>Total Fund Equity</b>	<b>13,269,138.70</b>	<b>869,868.94</b>	<b>124,965.65</b>	<b>3,684,441.66</b>	<b>2,920,730.00</b>	<b>49,687,430.03</b>	<b>70,556,574.98</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$23,183,797.69</b>	<b>\$6,004,585.48</b>	<b>\$128,496.64</b>	<b>\$3,875,595.77</b>	<b>\$5,946,031.27</b>	<b>\$142,896,598.74</b>	<b>\$182,035,105.59</b>

**Santa Ana Watershed Project Authority**  
**Revenue & Expenses by Fund Type**  
**For the Twelve Months Ending Friday, June 30, 2017**

	Capital Projects	Grants/ Contracts	Planning	Collaborative Projects	SAWPA General	Brine Line Enterprise	Fund Totals
<b>Operating Revenue</b>							
Discharge Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,282,402.00	\$11,282,402.00
Grant Proceeds	0.00	8,400,796.17	0.00	0.00	0.00	0.00	8,400,796.17
Financing Proceeds	0.00	193,262.54	0.00	0.00	0.00	0.00	193,262.54
Total Operating Revenue	0.00	8,594,058.71	0.00	0.00	0.00	11,282,402.00	19,876,460.71
<b>Operating Expenses</b>							
Labor	161.20	368,503.90	238,374.21	66,258.78	1,559,534.69	858,469.16	3,091,301.94
Benefits	69.96	159,930.68	103,454.36	28,756.37	513,219.04	372,575.66	1,178,006.07
Indirect Costs	254.53	581,867.67	376,392.87	104,622.63	(1,778.70)	1,355,522.84	2,416,881.84
Education & Training	0.00	0.00	0.00	0.00	13,177.11	1,094.23	14,271.34
Consulting & Professional Services	57,034.88	1,026,424.00	2,831.55	924,176.32	215,493.17	108,668.95	2,334,628.87
Operating Costs	0.00	1,684.80	0.00	0.00	2,842.73	3,265,776.13	3,270,303.66
Repair & Maintenance	0.00	0.00	0.00	0.00	60,634.17	260,788.57	321,422.74
Phone & Utilities	0.00	0.00	0.00	0.00	54,628.36	6,690.47	61,318.83
Equipment & Computers	0.00	0.00	0.00	0.00	150,688.15	17,556.22	168,244.37
Meeting & Travel	0.00	10,177.33	10,941.15	476.12	15,367.72	1,264.18	38,226.50
Other Administrative Costs	0.00	11,827.81	13,826.17	0.00	100,787.88	27,937.20	154,379.06
Benefits Applied	0.00	0.00	0.00	0.00	43,006.81	0.00	43,006.81
Indirect Costs Applied	0.00	0.00	0.00	0.00	(2,763,078.32)	0.00	(2,763,078.32)
Other Expenses	0.00	0.00	0.00	0.00	33,509.94	144,806.79	178,316.73
Construction	0.00	6,687,822.53	0.00	0.00	0.00	0.00	6,687,822.53
Total Operating Expenses	57,520.57	8,848,238.72	745,820.31	1,124,290.22	(1,967.25)	6,421,150.40	17,195,052.97
Operating Income (Loss)	(57,520.57)	(254,180.01)	(745,820.31)	(1,124,290.22)	1,967.25	4,861,251.60	2,681,407.74
<b>Nonoperating Income (Expense)</b>							
Member Contributions	0.00	165,215.00	670,000.00	161,104.00	699,305.00	0.00	1,695,624.00
Other Agency Contributions	0.00	612,000.00	0.00	690,782.00	0.00	0.00	1,302,782.00
Pipeline & Treatment Capacity Sales	0.00	0.00	0.00	0.00	0.00	2,510,154.00	2,510,154.00
Interest Income	0.00	3,243.53	3,843.07	20,136.07	28,720.61	109,042.02	164,985.30
Interest Expense - Debt Service	0.00	0.00	0.00	0.00	0.00	(563,941.66)	(563,941.66)
Other Income	0.00	0.00	0.00	0.00	11,764.16	28,115.68	39,879.84
Use of Reserves	0.00	0.00	0.00	0.00	(33,813.10)	0.00	(33,813.10)
Operating Transfers	7,263,160.83	0.00	0.00	0.00	0.00	(7,263,160.83)	0.00
Total Nonoperating Income (Expense)	7,263,160.83	780,458.53	673,843.07	872,022.07	705,976.67	(5,179,790.79)	5,115,670.38
Excess Rev over (under) Exp	<u>\$7,205,640.26</u>	<u>\$526,278.52</u>	<u>(\$71,977.24)</u>	<u>(\$252,268.15)</u>	<u>\$707,943.92</u>	<u>(\$318,539.19)</u>	<u>\$7,797,078.12</u>

Aging Report  
Santa Ana Watershed Project Authority  
Receivables as of July 31, 2017

Customer Name	Project	Total	Current	0-30 Days	31-60 Days	61 and Over
Banning, City of	Basin Monitoring TF	14,019.00		14,019.00		
Beaumont, City of	Basin Monitoring TF	14,019.00		14,019.00		
Chino Basin Desalter Authority	Brine Line	168,713.43			168,713.43	
Chino Basin Watermaster	Basin Monitoring TF, MSAR TMDL	23,407.00		23,407.00		
Claremont, City of	MSAR TMDL	11,153.00		11,153.00		
Department of Water Resources	Prop 84, WECAN	5,304,928.63				5,304,928.63
Eastern Municipal Water District	Brine Line, MA Contributions, Emerging Constituents	445,275.56		291,500.00	153,775.56	
Eastvale, City of	MSAR TMDL	11,153.00		11,153.00		
Elsinore Valley Municipal Water District	Basin Monitoring TF, Emerging Constituents	17,096.00		17,096.00		
Fontana Water Company	Water Energy Grant Participant Fees	40,000.00		40,000.00		
Inland Empire Utilities Agency	Brine Line, MA Contributions, Basin Monitoring TF	457,015.65		305,519.00	151,496.65	
Jurupa Community Services District	Basin Monitoring TF, Emerging Constituents	17,096.00		17,096.00		
Jurupa Valley, City of	MSAR TMDL	11,153.00		11,153.00		
Lake Elsinore & San Jacinto Watersheds Authority	LESJWA Administration	10,522.88		10,522.88		
Norco, City of	MSAR TMDL	11,153.00		11,153.00		
Orange County Flood Control District	SA Fish Conservation	54,555.00		19,396.00	35,159.00	
Orange County Water District	Member Agency Contributions, SA Fish Conservation	349,595.90		303,423.00	172.90	46,000.00
Pomona, City of	MSAR TMDL	11,153.00		11,153.00		
Redlands, City of	Basin Monitoring TF, Emerging Constituents	15,331.00		15,331.00		
Rialto, City of	Basin Monitoring TF, Emerging Constituents	17,096.00		17,096.00		
Riverside County Flood Control District	MSAR TMDL, Basin Monitoring TF	101,236.00		101,236.00		
Riverside, City of (Public Utilities)	Basin Monitoring TF	7,009.50		7,009.50		
Riverside, City of (Wastewater Treatment)	MSAR TMDL, Basin Monitoring TF, Emerging Constituents	14,230.00		14,230.00		
RIX Treatment	Basin Monitoring TF, Emerging Constituents	17,096.00		17,096.00		
San Bernardino County Flood Control District	MSAR TMDL, RWQ Monitoring TF	187,929.00		187,929.00		
San Bernardino Valley Municipal Water District	Brine Line, Basin Monitoring TF, MA Contributions	392,498.05		302,442.00	90,056.05	
Temescal Valley Water District	Basin Monitoring TF, Emerging Constituents	14,464.00		14,464.00		
Western Municipal Water District	Brine Line, MA Contributions	715,008.43		290,862.96	424,145.47	
Western Reiverside County Regional Wastewater Authority	Basin Monitoring TF, Emerging Constituents	17,096.00		17,096.00		
Yucaipa Valley Water District	Basin Monitoring TF	14,019.00		14,019.00		
Total Accounts Receivable		8,485,022.03	-	2,110,574.34	1,023,519.06	5,350,928.63

Santa Ana Watershed Project Authority  
Open Task Orders Schedule  
July 2017  
(Reflects Invoices Received as of 8/15/17)

Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
ACS100-09	100-00	Accent Computer Solutions	IT Support	04/11/2017	03/30/2018	\$ 42,000.00	\$ -	\$ 42,000.00	\$ 20,156.25	\$ 21,843.75	Dean Unger	
ACS100-10	100-00	Accent Computer Solutions	Office 365 Migration	05/01/2017	06/30/2018	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 10,658.00	\$ 6,842.00	Dean Unger	
BART100-02	100-00	Bartel & Associates	GASB 68 Actuarial Info.	04/06/2017	12/31/2017	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	Karen Williams	
BMA100-01	100-00	Bob Murray & Associates	GM Recruitment	05/02/2017	12/31/2017	\$ 24,900.00	\$ -	\$ 24,900.00	\$ 11,150.63	\$ 13,749.37	Kelly Berry	
INSOL100-10	100-00	Integrated Systems Solutions	GP Software Annual Technical Support	07/01/2017	06/30/2018	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 99.00	\$ 3,901.00	Dean Unger	
WNDE100-05	100-00	White Nelson Diehl Evans LLC	FYE 2017 Audit	05/08/2017	06/30/2018	\$ 26,370.00	\$ -	\$ 26,370.00	\$ 4,100.00	\$ 22,270.00	Karen Williams	
WCA100-03-02	100-03	West Coast Advisors	State Legislative Consulting FY16-18	11/24/2015	12/31/2018	\$ 345,000.00	\$ -	\$ 345,000.00	\$ 198,500.00	\$ 146,500.00	Rich Haller	
WO2018-05	240	E S Babcock	Brine Line Sample Collection & Analysis	07/01/2017	06/30/2018	\$ 87,578.00	\$ -	\$ 87,578.00	\$ 4,372.00	\$ 83,206.00	Carols Quintero	
HAZ240-08	240	Haz Mat Trans Inc	Brine Line Facility Repair & Maintenance	07/01/2017	06/30/2018	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 750.00	\$ 34,250.00	Carlos Quintero	On Call
HAZ240-07	240	Haz Mat Trans Inc	On Call Draining & Emergency Clean Up	06/29/2015	06/30/2018	\$ 98,215.00	\$ -	\$ 98,215.00	\$ 5,055.00	\$ 93,160.00	Carlos Quintero	On Call
HOU240-02	240	Houston Harris PCS Inc	Brine Line On Call Pipeline Cleaning	06/16/2015	06/30/2018	\$ 318,120.00	\$ 225,000.00	\$ 543,120.00	\$ 273,992.50	\$ 269,127.50	Carlos Quintero	On Call
HOU240-03	240	Houston Harris PCS Inc	Brine Line On Call Inspection Services	07/01/2017	06/30/2018	\$ 38,000.00	\$ -	\$ 38,000.00	\$ 7,032.45	\$ 30,967.55	Carlos Quintero	On Call
WO2018-10	240	IEUA	Reach IV-A Upper Support	07/01/2017	06/30/2018	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	Carlos Quintero	
INN240-02	240	Innerline Engineering Inc	Brine Line On-Call Line Cleaning	06/29/2015	06/30/2018	\$ 46,900.00	\$ 50,000.00	\$ 96,900.00	\$ 59,191.34	\$ 37,708.66	Carlos Quintero	On Call
SAWA323-01	240	SAWA	Habitat Mitigation in Prado Basin	01/29/2010	08/31/2017	\$ 245,000.00	\$ -	\$ 245,000.00	\$ 226,951.46	\$ 18,048.54	Carlos Quintero	
TKE240-02	240	TKE Engineering & Planning	Brine Line On-Call Land Surveying	06/26/2015	06/30/2018	\$ 30,300.00	\$ -	\$ 30,300.00	\$ 6,550.00	\$ 23,750.00	Carlos Quintero	On Call
WO2018-01	240	WMWD	Sample Collection & Analysis	07/01/2017	06/30/2018	\$ 90,000.00	\$ -	\$ 90,000.00	0.00	\$ 90,000.00	David Ruhl	
WO2018-02	240	WMWD	Brine Line Operations & Maintenance	07/01/2017	06/30/2018	\$ 25,000.00	\$ -	\$ 25,000.00	0.00	\$ 25,000.00	David Ruhl	
DUDK326-05	326	Dudek	Litigation Support	11/28/2016	12/31/2017	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 29,815.00	\$ 20,185.00	David Ruhl	
DUDK326-06	326	Dudek	Reach V Rehabilitation - Ph I, Tasks 3-4	03/03/2017	06/30/2018	\$ 134,900.00	\$ -	\$ 134,900.00	\$ 26,681.51	\$ 108,218.49	David Ruhl	
HAMM326-01	326	Hammons Strategies	Strategic Communication Services	05/24/2016	09/30/2017	\$ 18,500.00	\$ 49,500.00	\$ 68,000.00	\$ 60,000.00	\$ 8,000.00	Rich Haller	
WO2018-03	326	PSI Lab	CIPP Sampling	07/01/2017	06/30/2018	\$ 30,010.00	\$ -	\$ 30,010.00	\$ 6,140.00	\$ 23,870.00	David Ruhl	
VALI326-04	326	Vali Cooper & Associates Inc	IEBL Reach V Rehabilitation	03/15/2017	06/30/2018	\$ 1,252,400.00	\$ -	\$ 1,252,400.00	\$ 413,446.01	\$ 838,953.99	David Ruhl	184
PO3379 Const	326	WEKA	IEBL Reach V Rehab & Improvement	09/13/2016	01/16/2018	\$ 2,044,317.48	\$ 13,484,859.00	\$ 15,529,176.48	\$ 6,084,331.70	\$ 9,444,844.78	David Ruhl	



Santa Ana Watershed Project Authority  
Open Task Orders Schedule  
July 2017  
(Reflects Invoices Received as of 8/15/17)

Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
CDM374-01	374	CDM Smith	Triennial Ambient Water Quality Update	08/15/2016	09/30/2017	\$ 349,960.00	\$ 55,153.00	\$ 405,113.00	\$ 242,054.18	\$ 163,058.82	Mark Norton	
CDM374-02	374	CDM Smith	CEQA Supplemental doc & analysis	09/27/2016	12/31/2017	\$ 29,527.00	\$ 10,000.00	\$ 39,527.00	\$ 38,707.65	\$ 819.35	Mark Norton	
GEOS374-01	374	GeoScience Support Service	SAR WLA Model Update	02/01/2017	06/30/2018	\$ 249,800.00	\$ -	\$ 249,800.00	\$ 110,991.25	\$ 138,808.75	Mark Norton	
RISK374-06	374	Risk Sciences	Basin Monitoring TF	07/27/2016	06/30/2018	\$ 73,000.00	\$ -	\$ 73,000.00	\$ 60,544.57	\$ 12,455.43	Mark Norton	
SCH381-01	381	Scheevel Engineering	S.A. Sucker - Beneficial Use Project	04/18/2017	12/31/2018	\$ 96,725.00	\$ -	\$ 96,725.00	\$ 40,329.00	\$ 56,396.00	Ian Achimore	
AMEC384-01	384-01	Amec Foster Wheeler	Tier 2 - Bacteria Source Investigation	07/18/2017	06/30/2018	\$ 49,960.00	\$ -	\$ 49,960.00	\$ -	\$ 49,960.00	Rick Whetsel	
CDM384-15	384-01	CDM Smith	CBRP Implementation Support	02/08/2017	12/31/2017	\$ 12,135.00	\$ -	\$ 12,135.00	\$ 5,399.64	\$ 6,735.36	Mark Norton	
RISK384-08	384-01	Risk Sciences	MSAR TMDL Task Force	07/12/2015	06/30/2018	\$ 87,300.00	\$ -	\$ 87,300.00	\$ 30,725.42	\$ 56,574.58	Rick Whetsel	
CDM386-12	386	CDM Smith	Regional Bacteria Monitoring Program	04/18/2017	06/30/2018	\$ 317,046.00	\$ -	\$ 317,046.00	\$ 61,915.09	\$ 255,130.91	Rick Whetsel	
DEGR392-03	392	DeGrave Communications	Social Media Support - EC TF	07/01/2017	06/30/2018	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 2,968.75	\$ 27,031.25	Mark Norton	
PO3289	397	CAPOC	Green House Gas Contract - WECAN	06/27/2016	09/30/2017	\$ 16,628.00	\$ -	\$ 16,628.00	\$ 3,623.58	\$ 13,004.42	Mike Antos	
PO3377	397	CAPR	Green House Gas Contract - WECAN	10/31/2016	09/30/2017	\$ 85,000.00	\$ -	\$ 85,000.00	\$ 33,150.00	\$ 51,850.00	Mike Antos	
PO3285	397	CAPSB	Green House Gas Contract - WECAN	06/20/2016	09/30/2017	\$ 868,153.00	\$ -	\$ 868,153.00	\$ 173,891.25	\$ 694,261.75	Mike Antos	
ECOT397-01	397	Ecotech	WECAN Landscaping Project	05/26/2016	09/30/2017	\$ 1,300,000.00	\$ -	\$ 1,300,000.00	\$ 654,432.00	\$ 645,568.00	Mike Antos	
ECOT397-02	397	Ecotech	WECAN Landscaping Project	04/04/2017	10/30/2018	\$ 612,000.00	\$ -	\$ 612,000.00	\$ -	\$ 612,000.00	Mike Antos	
GMC397-01	397	Green Media Creations	WECAN Outreach and Management	05/26/2016	09/30/2017	\$ 170,000.00	\$ -	\$ 170,000.00	\$ 152,276.85	\$ 17,723.15	Mike Antos	
GMC397-02	397	Green Media Creations	WVWD Turf Removal	04/11/2017	10/30/2018	\$ 80,000.00	\$ -	\$ 80,000.00	\$ 10,986.18	\$ 69,013.82	Mike Antos	
PO3280	397	Orange County Coastkeeper	Green House Gas Contract - WECAN	06/07/2016	12/31/2017	\$ 92,520.00	\$ -	\$ 92,520.00	\$ 84,848.89	\$ 7,671.11	Mike Antos	
PO3466	398	California Rural Water Association	Disadvantaged Communities Grant	07/19/2017	04/30/2020	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 18,707.14	\$ 221,292.86	Mike Antos	
PO3375	398	Local Government Commission	Civic Spark WaterCorps Services	10/17/2016	09/30/2017	\$ 37,000.00	\$ -	\$ 37,000.00	\$ 23,566.03	\$ 13,433.97	Mike Antos	
PO3463	398	Local Government Commission	Disadvantaged Communities Grant	07/19/2017	04/30/2020	\$ 442,000.00	\$ -	\$ 442,000.00	\$ 25,513.89	\$ 416,486.11	Mike Antos	
PO3465	398	University Enterprises Corporation	Disadvantaged Communities Grant	07/19/2017	04/30/2020	\$ 1,290,500.00	\$ -	\$ 1,290,500.00	\$ 7,567.34	\$ 1,282,932.66	Mike Antos	
PO3464	398	Water Education Foundation	Disadvantaged Communities Grant	07/19/2017	04/30/2020	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 3,519.01	\$ 146,480.99	Mike Antos	

Santa Ana Watershed Project Authority  
 Open Task Orders Schedule  
 July 2017  
 (Reflects Invoices Received as of 8/15/17)

Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
CVS504-301-01	504-00	CV Strategies	FAQ on Conservation Based Rates	11/29/2016	08/31/2018	\$ 25,000.00	\$ 600.00	\$ 25,600.00	\$ 18,488.75	\$ 7,111.25	Ian Achimore	
OMNI504-301-01	504-00	OmniEarth Inc	Web Based Water Consumption Reporting	09/21/2015	12/31/2017	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ 732,587.85	\$ 767,412.15	Mark Norton	
RMC504-401-02	504-04	RMC Water and Environment	SARCCUP Program Mgmt Services	07/01/2017	06/30/2018	\$ 260,515.00	\$ -	\$ 260,515.00	\$ -	\$ 260,515.00	Mark Norton	
										<u>\$ 17,369,324.32</u>		

**LIST OF SAWPA FUNDS  
AS OF 07/01/17**

<b>Fund No.</b>	<b>Fund Description</b>	<b>Fund Group</b>
100-00	General Fund	General
100-03	State Lobbying	General
100-04	Federal Lobbying	General
100-05	Grant Applications	General
130	Proposition 84 – Program Management - Round 1	OWOW
135	Proposition 84 – Program Management – Round 2	OWOW
140	Proposition 84 – Program Management – Drought Round	OWOW
145	Proposition 84 – Program Management – 2015 Round	OWOW
240	Brine Line Enterprise	Brine Line
320-01	Brine Line Protection – Downstream Prado	Capital Projects
320-03	Brine Line Protection Above Prado	Capital Projects
320-04	Brine Line Protection D/S Prado in Riverside County	Capital Projects
326	Reach V Capital Repairs	Capital Projects
327	Reach IV-D Corrosion Repair	Capital Projects
370-01	Basin Planning General	OWOW
370-02	USBR Partnership Studies	OWOW
372	Imported Water Recharge Work Group	Roundtable
373	Watershed Management (OWOW)	OWOW
374	Basin Monitoring Program Task Force	Roundtable
381	Santa Ana River Fish Conservation	Roundtable
384-01	MSAR TMDL Task Force	Roundtable
386	Regional Water Quality Monitoring Task Force	Roundtable
387	Arundo Management & Habitat Restoration	Roundtable
392	Emerging Constituents Task Force	Roundtable
396	Forest First	Roundtable
397	Energy – Water DAC Grant Project	OWOW
398	Proposition 1 - DACI	OWOW
477	LESJWA Administration	Roundtable
504-01	Proposition 84 – Capital Projects Round 1 & 2	OWOW
504-00	Proposition 84 – Drought Capital Projects	OWOW
504-04	Proposition 84 – Final Round SARCCUP	OWOW

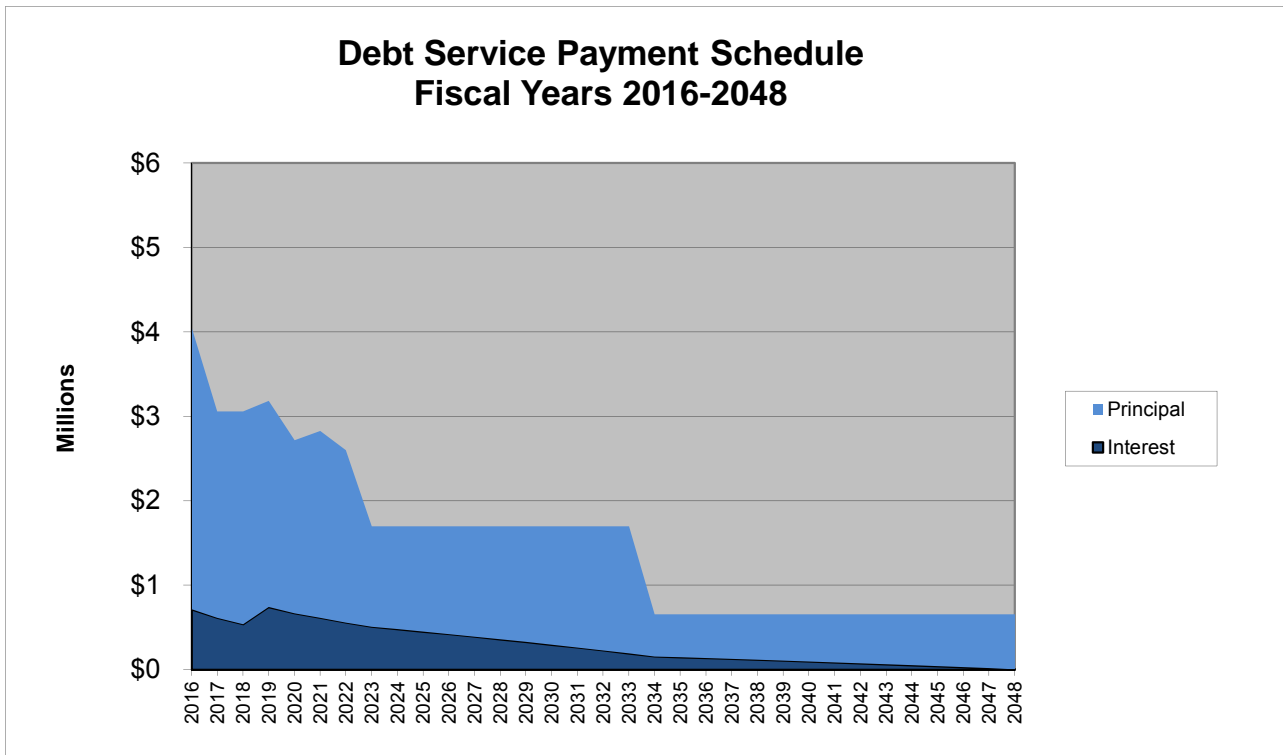
Santa Ana Watershed Project Authority  
 Brine Line Debt Service Funding Analysis  
 July 31, 2017

FYE	T-Strip Maturity	Capacity Loan Receipts	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
	Beginning Balance						3,224,959
2016	1,824,000	2,006,158	1,044,273	(4,054,945)	64,499	883,985	4,108,944
2017	949,000	356,251	1,044,273	(3,060,725)	82,179	(629,022)	3,479,922
2018	949,000	356,251	1,044,273	(3,060,725)	69,598	(641,603)	2,838,319
2019	395,000	89,063	1,700,623	(3,839,501)	56,766	(1,598,048)	1,240,271
2020	395,000	-	1,700,623	(3,076,039)	24,805	(955,611)	284,660
2021	395,000	-	1,700,623	(3,483,251)	5,693	(1,381,935)	(1,097,275)
2022	395,000	-	1,700,623	(3,255,936)	(21,945)	(1,182,259)	(2,279,534)
2023	-	-	1,700,623	(2,356,973)	(45,591)	(701,941)	(2,981,474)
2024	-	-	1,700,623	(2,356,973)	(59,629)	(715,980)	(3,697,454)
2025	-	-	1,700,623	(2,356,973)	(73,949)	(730,299)	(4,427,753)
2026	-	-	1,700,623	(2,356,973)	(88,555)	(744,905)	(5,172,658)
2027	-	-	1,700,623	(2,356,973)	(103,453)	(759,803)	(5,932,462)
2028	-	-	1,700,623	(2,356,973)	(118,649)	(774,999)	(6,707,461)
2029	-	-	1,700,623	(2,356,973)	(134,149)	(790,499)	(7,497,961)
2030	-	-	1,700,623	(2,356,973)	(149,959)	(806,309)	(8,304,270)
2031	-	-	1,700,623	(2,356,973)	(166,085)	(822,436)	(9,126,706)
2032	-	-	1,700,623	(2,356,973)	(182,534)	(838,884)	(9,965,590)
2033	-	-	1,700,623	(1,700,623)	(199,312)	(199,312)	(10,164,902)
2034	-	-	656,350	(656,350)	(203,298)	(203,298)	(10,368,200)
2035	-	-	656,350	(656,350)	(207,364)	(207,364)	(10,575,564)
2036	-	-	656,350	(656,350)	(211,511)	(211,511)	(10,787,075)
2037	-	-	656,350	(656,350)	(215,742)	(215,742)	(11,002,817)
2038	-	-	656,350	(656,350)	(220,056)	(220,056)	(11,222,873)
2039	-	-	656,350	(656,350)	(224,457)	(224,457)	(11,447,330)
2040	-	-	656,350	(656,350)	(228,947)	(228,947)	(11,676,277)
2041	-	-	656,350	(656,350)	(233,526)	(233,526)	(11,909,803)
2042	-	-	656,350	(656,350)	(238,196)	(238,196)	(12,147,999)
2043	-	-	656,350	(656,350)	(242,960)	(242,960)	(12,390,959)
2044	-	-	656,350	(656,350)	(247,819)	(247,819)	(12,638,778)
2045	-	-	656,350	(656,350)	(252,776)	(252,776)	(12,891,553)
2046	-	-	656,350	(656,350)	(257,831)	(257,831)	(13,149,384)
2047	-	-	656,350	(656,350)	(262,988)	(262,988)	(13,412,372)
2048	-	-	656,350	(656,350)	(268,247)	(268,247)	(13,680,619)
	5,302,000	2,807,722	38,487,414	(58,946,726)	(4,555,988)	(16,905,579)	(13,680,619)

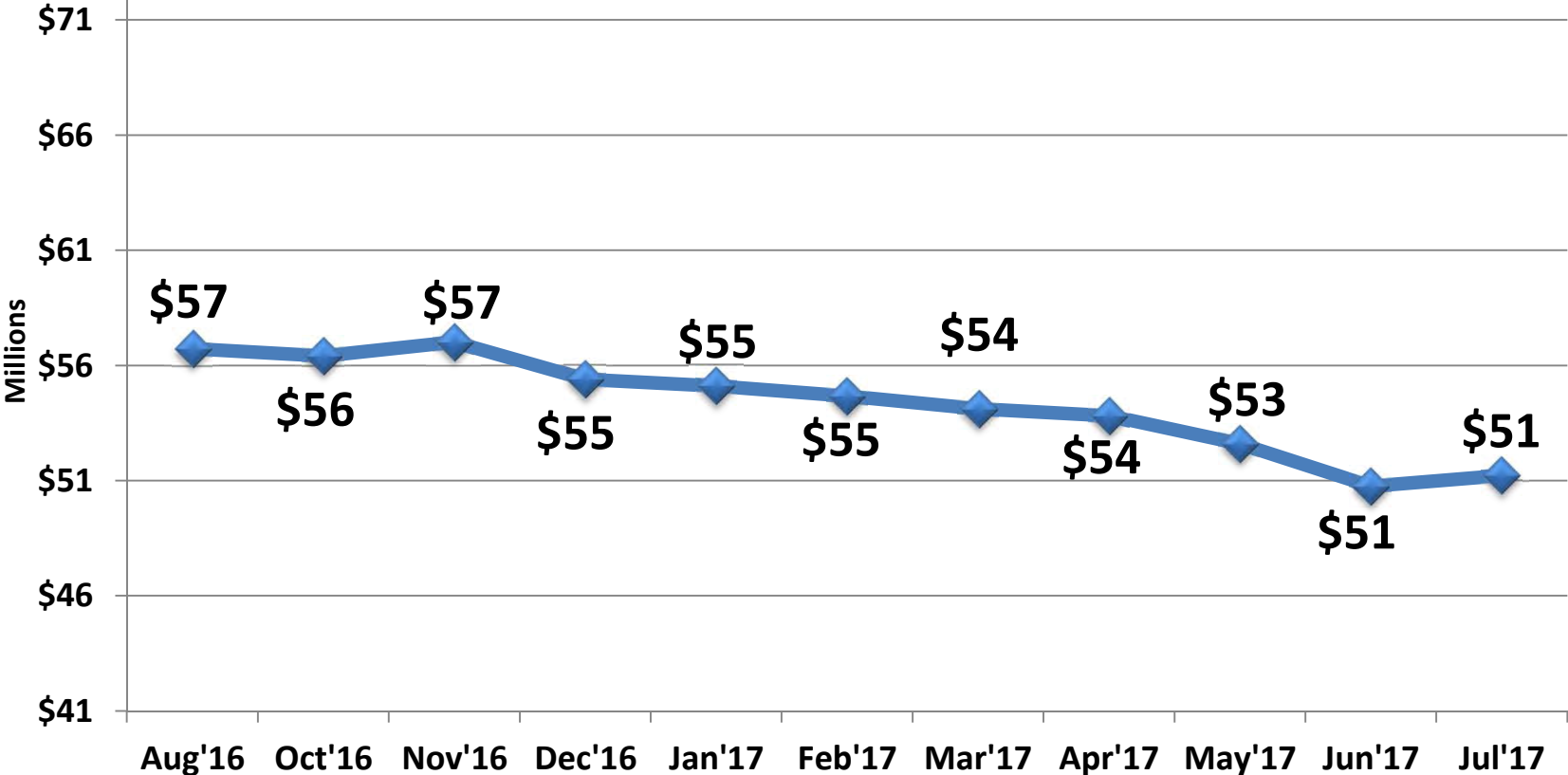
\*Interest earned is based on a conservative 2.00% average return over the period

Santa Ana Watershed Project Authority  
 Brine Line Debt Service Payment Schedule  
 July 31, 2017

FYE	Interest	Principal	Total Payment	New SRF Loan	Remaining Principal
2016	716,441	3,338,504	4,054,945	-	22,045,090
2017	615,366	2,445,358	3,060,725	-	19,599,731
2018	539,727	2,520,997	3,060,725	15,000,000	32,078,734
2019	743,208	2,439,943	3,183,151	-	29,638,791
2020	669,973	2,049,717	2,719,689	-	27,589,074
2021	615,546	2,211,355	2,826,901	-	25,377,719
2022	559,727	2,039,860	2,599,586	-	23,337,860
2023	509,071	1,191,552	1,700,623	-	22,146,308
2024	480,853	1,219,771	1,700,623	-	20,926,537
2025	451,953	1,248,670	1,700,623	-	19,677,868
2026	422,357	1,278,266	1,700,623	-	18,399,601
2027	392,046	1,308,578	1,700,623	-	17,091,024
2028	361,002	1,339,621	1,700,623	-	15,751,403
2029	329,209	1,371,414	1,700,623	-	14,379,989
2030	296,647	1,403,976	1,700,623	-	12,976,013
2031	263,298	1,437,325	1,700,623	-	11,538,688
2032	229,143	1,471,480	1,700,623	-	10,067,208
2033	194,161	1,506,462	1,700,623	-	8,560,745
2034	158,332	498,018	656,350	-	8,062,728
2035	148,787	507,563	656,350	-	7,555,165
2036	139,059	517,291	656,350	-	7,037,874
2037	129,144	527,206	656,350	-	6,510,668
2038	119,040	537,310	656,350	-	5,973,358
2039	108,741	547,609	656,350	-	5,425,749
2040	98,246	558,104	656,350	-	4,867,645
2041	87,549	568,801	656,350	-	4,298,844
2042	76,647	579,703	656,350	-	3,719,141
2043	65,536	590,814	656,350	-	3,128,327
2044	54,213	602,137	656,350	-	2,526,190
2045	42,672	613,678	656,350	-	1,912,512
2046	30,910	625,440	656,350	-	1,287,072
2047	18,922	637,427	656,350	-	649,645
2048	6,705	649,645	656,350	-	0



# Total Cash & Investments





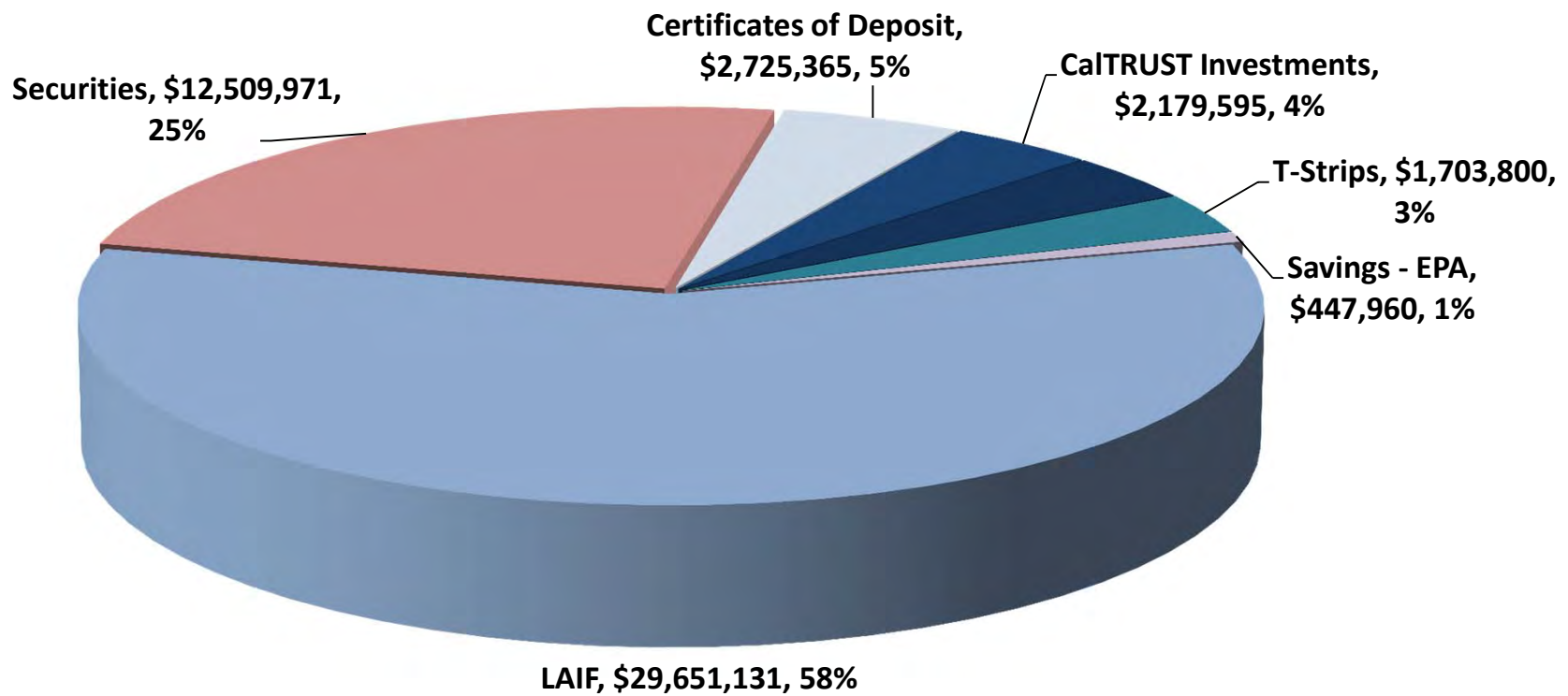
# CASH BALANCE & SOURCE OF FUNDS

*July 31, 2017*

Reserve Accounts			Cash and Investments							
	Total	Checking (Cash)	CalTRUST Investments	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Treasury Strips	Total	
100 General Fund	\$ 1,970,025	1,970,025	-	-	-	-	-	-	\$ 1,970,025	
100 Building Reserve	\$ 920,782	-	-	920,782	-	-	-	-	\$ 920,782	
370 Basin Planning General	\$ 31,209	-	-	31,209	-	-	-	-	\$ 31,209	
370 USBR Partnership Studies	\$ 21,765	-	-	21,765	-	-	-	-	\$ 21,765	
373 Watershed Management Plan	\$ 14,640	-	-	14,640	-	-	-	-	\$ 14,640	
240 Self Insurance Reserve	\$ 3,864,519	-	-	3,864,519	-	-	-	-	\$ 3,864,519	
240 Brine Line Debt Retirement	\$ 5,580,255	-	-	3,876,455	-	-	-	1,703,800	\$ 5,580,255	
240 Brine Line - Pipeline Replacement	\$ 18,924,838	31,438	-	3,658,064	-	12,509,971	2,725,365	-	\$ 18,924,838	
240 Brine Line - OCSD Rehabilitation	\$ 3,525,815	-	2,179,595	1,346,220	-	-	-	-	\$ 3,525,815	
240 Brine Line - Capacity Management	\$ 7,853,899	-	-	7,853,899	-	-	-	-	\$ 7,853,899	
240 Brine Line - OCSD Future Capacity	\$ 1,729,799	-	-	1,729,799	-	-	-	-	\$ 1,729,799	
240 Brine Line - Flow Imbalance Reserve	\$ 84,829	-	-	84,829	-	-	-	-	\$ 84,829	
240 Brine Line - Operating Reserve	\$ 3,101,685	-	-	3,101,685	-	-	-	-	\$ 3,101,685	
401 Legal Defense Fund	\$ 447,960	-	-	-	447,960	-	-	-	\$ 447,960	
372 Imported Water Recharge	\$ 10,908	-	-	10,908	-	-	-	-	\$ 10,908	
374 Basin Monitoring Program TF	\$ 427,048	-	-	427,048	-	-	-	-	\$ 427,048	
381 SAR Fish Conservation	\$ 223,643	-	-	223,643	-	-	-	-	\$ 223,643	
384 Middle SAR TMDL TF	\$ 215,645	-	-	215,645	-	-	-	-	\$ 215,645	
386 RWQ Monitoring TF	\$ 84,613	-	-	84,613	-	-	-	-	\$ 84,613	
387 Mitigation Bank Credits	\$ 956,652	-	-	956,652	-	-	-	-	\$ 956,652	
392 Emerging Constituents TF	\$ 94,781	-	-	94,781	-	-	-	-	\$ 94,781	
397 Energy - Water DAC Grant	\$ 1,133,974	-	-	1,133,974	-	-	-	-	\$ 1,133,974	
	\$ 51,219,285	\$ 2,001,463	\$ 2,179,595	\$ 29,651,131	\$ 447,960	\$ 12,509,971	\$ 2,725,365	\$ 1,703,800	\$ 51,219,285	

## Cash & Investments - July 2017

**\$51,219,285**

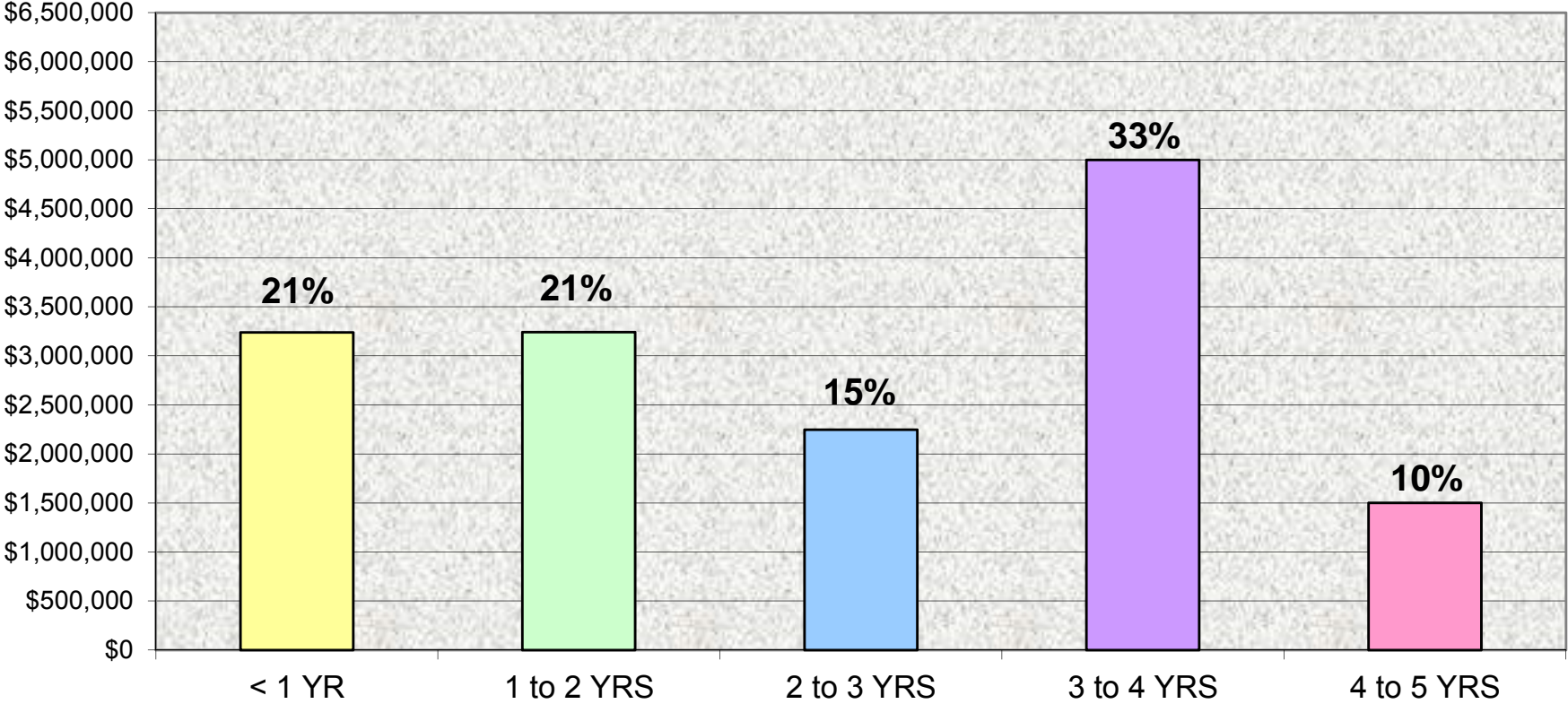




Santa Ana Watershed Project Authority  
Reserve Account Analysis  
July 31, 2017

Reserve Account	Balance @ 6/30/2017	Interest Earned	Fund Contributions	Loan/T-Strip Receipts	Debt Service Payments	Inter-Fund Loans	Fund Expenses	Balance @ 7/31/2017	Estimated Fund Changes	Balance @ 6/30/2018
Brine Line Operating Reserve	4,545,484	12,817	(937,151)				(519,465)	3,101,685	-	3,101,685
Flow Imbalance Reserve	84,608	221						84,829	-	84,829
OCSD Future Capacity	1,725,296	4,502						1,729,799	-	1,729,799
Capacity Management	7,851,194	2,705						7,853,899	-	7,853,899
Pipeline Replacement	13,807,175		5,968,450				(850,787)	18,924,838	(5,988,745)	12,936,093
OCSD Rehabilitation	7,506,389	19,426	(4,000,000)					3,525,815	-	3,525,815
Debt Retirement	3,333,479	8,712	178,014	356,251				3,876,456	1,601,908	5,478,364
Self Insurance	3,846,181	10,005	8,333					3,864,519	(91,667)	3,772,852
General Fund	3,263,214	6,661	3,664			(930,270)	(373,244)	1,970,025	-	1,970,025
Building Reserve	818,646	2,136	100,000					920,782	-	920,782
	46,325,606	67,185	1,321,311	356,251	-	(930,270)	(1,743,496)	45,852,647	(4,478,504)	41,374,143

# Twelve Month Maturity Schedule Securities



**SAWPA**  
**TREASURER'S REPORT**  
As of July 31, 2017

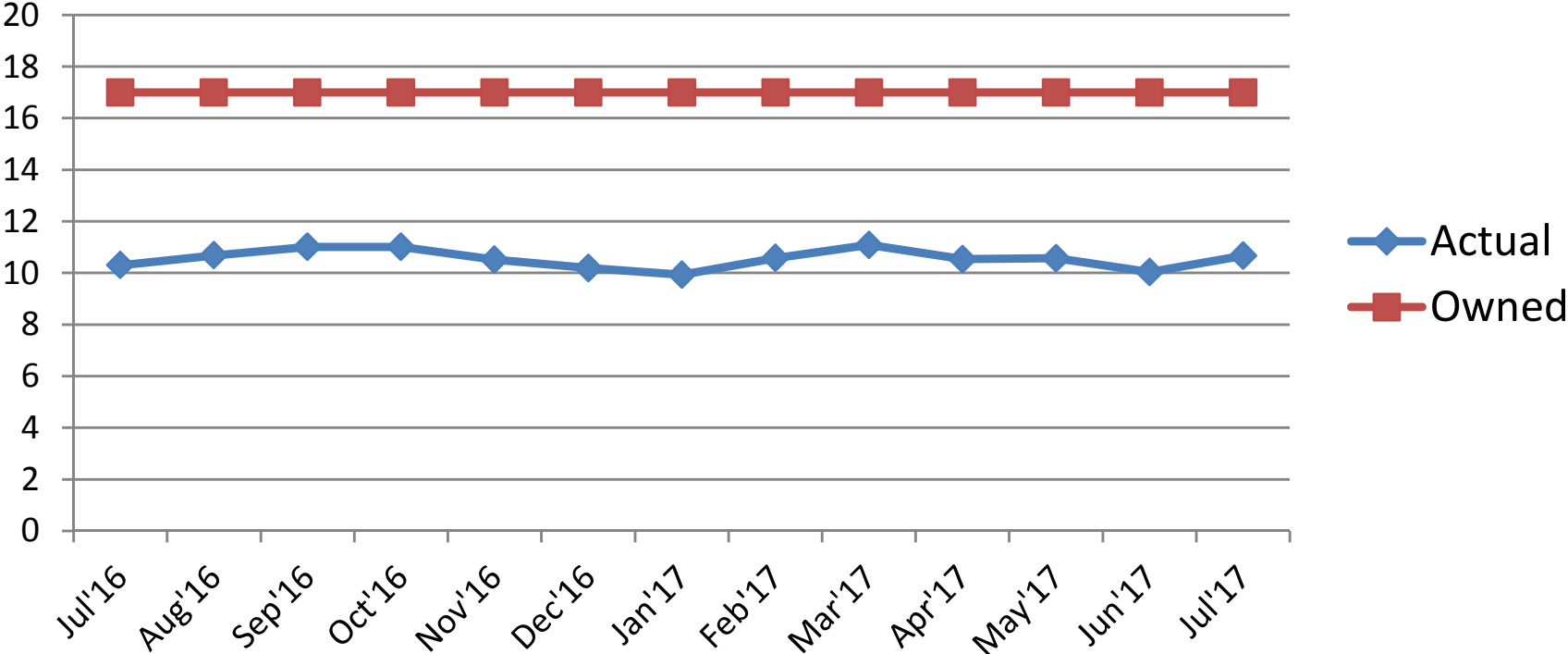
Investment T-Strips  
Safekeeping US Bank

T-STRIPS	Debt	Purchase Date	Maturity Date	PAR	Cost	Initial Discount	Current Discount	Book Value	Market Value	Interest Rate
USB	WEST RIV	07/09/1999	11/15/2017	334,000.00	106,493.00	227,507.44	-	334,000.00	332,565.80	6.33%
USB	WEST RIV	07/12/1999	05/15/2018	220,000.00	67,632.00	152,367.60	7,151.22	212,848.78	217,642.70	6.36%
USB	TVRI	02/11/2000	05/15/2020	1,185,000.00	353,177.40	831,822.60	80,686.96	1,104,313.04	1,153,590.80	6.39%
				\$ 1,739,000.00	\$ 527,302.40	\$ 1,211,697.64	\$ 87,838.18	1,651,161.82	\$ 1,703,799.30	6.36%

Investment Commercial  
Safekeeping US Bank

Type	Security	Purchase Date	Maturity Date	Unit Cost	Cost	Principal	Current Value	Market Value	Interest Rate
Agency	FHLMC	3/27/2014	3/27/2019	109.33	\$ 546,650.00	\$ 500,000.00	\$ 500,000.00	519,495.50	3.75%
Agency	FHLMC	9/16/2016	8/12/2021	100.00	\$ 990,060.00	\$ 1,000,000.00	\$ 1,000,000.00	975,403.00	1.125%
Agency	FHLMC	4/17/2017	1/13/2022	102.55	\$ 512,767.00	\$ 500,000.00	\$ 500,000.00	511,500.00	2.375%
Agency	FHLB	5/26/2015	6/14/2019	100.80	\$ 504,015.00	\$ 500,000.00	\$ 500,000.00	501,815.50	1.63%
Agency	FHLB	11/18/2015	8/28/2017	99.78	\$ 499,030.00	\$ 500,000.00	\$ 500,000.00	499,883.00	0.75%
Agency	FHLB	6/16/2016	6/12/2020	102.61	\$ 1,026,088.00	\$ 1,000,000.00	\$ 1,000,000.00	1,004,131.00	1.75%
Agency	FNMA	3/27/2014	2/19/2019	100.40	\$ 501,975.00	\$ 500,000.00	\$ 500,000.00	504,035.50	1.88%
Agency	FNMA	3/27/2013	3/27/2018	100.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	998,737.00	1.00%
Agency	FNMA	12/28/2015	12/28/2020	100.21	\$ 1,002,140.00	\$ 1,000,000.00	\$ 1,000,000.00	1,008,139.00	1.88%
Agency	FNMA	6/16/2016	11/30/2020	101.52	\$ 1,015,157.00	\$ 1,000,000.00	\$ 1,000,000.00	996,207.00	1.50%
Agency	USTN	11/17/2015	11/30/2018	100.00	\$ 1,002,500.00	\$ 1,000,000.00	\$ 1,000,000.00	999,414.00	1.25%
Agency	USTN	11/17/2015	10/31/2020	100.00	\$ 1,005,312.50	\$ 1,000,000.00	\$ 1,000,000.00	1,005,820.00	1.75%
Agency	USTN	11/17/2015	11/30/2019	100.00	\$ 1,001,210.94	\$ 1,000,000.00	\$ 1,000,000.00	1,002,422.00	1.50%
Agency	USTN	6/17/2016	8/31/2020	101.13	\$ 507,070.31	\$ 500,000.00	\$ 500,000.00	497,636.50	1.38%
Agency	USTN	6/16/2016	9/30/2020	101.12	\$ 506,992.19	\$ 500,000.00	\$ 500,000.00	497,226.50	1.38%
Agency	USTN	6/16/2016	10/31/2020	101.12	\$ 506,914.06	\$ 500,000.00	\$ 500,000.00	496,894.50	1.38%
CORP	Toyota Motor Credit	9/15/2016	7/13/2018	100.00	\$ 504,057.50	\$ 500,000.00	\$ 500,000.00	500,734.50	1.55%
CD	Ally Bank	4/20/2017	4/20/2020	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.80%
CD	American Exp Centurion	4/19/2017	4/19/2021	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	2.25%
CD	American Express BK FSB	5/10/2017	5/10/2021	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	2.20%
CD	CIT Bank	3/13/2013	3/13/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	247,982.20	1.10%
CD	GE Capital Retail	1/31/2014	1/31/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,454.15	1.45%
CD	Capital Bank FL	5/27/2015	5/29/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	247,700.11	1.10%
CD	Compass Bank	5/29/2015	8/29/2017	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,025.25	1.00%
CD	Capital One Bank USA NA	9/30/2015	10/1/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.65%
CD	Capital One NA	9/30/2015	10/1/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.65%
CD	Wells Fargo Bank NA	12/2/2015	12/3/2018	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	245,000.00	1.45%
CD	National Bank of NY	6/18/2014	6/18/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,134.48	1.30%
					\$ 15,356,939.50	\$ 15,225,000.00	\$ 15,225,000.00	15,244,790.69	1.60%

# Average Daily Flow by Month





## SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	79,067	0.251
Total Payroll	315,231	
Gross Indirect Costs	319,263	
Less: Member Contributions & Other Revenue	(37,500)	
Indirect Costs for Distribution	281,763	
		Indirect Rate
Direct Labor	137,925	2.043
Indirect Costs	281,763	

<b>FY 2017-18 Labor multiplier - thru 07/31/17</b>	<b>2.294</b>
FY 2016-17 Labor multiplier	<u>1.901</u>
FY 2015-16 Labor multiplier	<u>2.073</u>
FY 2014-15 Labor multiplier	<u>1.850</u>
FY 2013-14 Labor multiplier	<u>2.105</u>
FY 2012-13 Labor multiplier	<u>1.938</u>



## INDIRECT COSTS

*( to be Distributed )*

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru 7/31/17</u>
51000	Salaries - Regular	\$ 177,306
52000	Benefits	\$ 63,415
60111	Tuition Reimbursement	\$ -
60112	Training	\$ -
60113	Education	\$ -
60114	Other Training & Education	\$ -
60120	Audit Fees	\$ 4,100
60121	Consulting	\$ 22,713
60126	Temporary Services	\$ -
60128	Other Professional Services	\$ -
60129	Other Contract Services	\$ -
60130	Legal Fees	\$ -
60133	Employment Recruitment	\$ -
60153	Materials & Supplies	\$ -
60154	Safety	\$ 478
60155	Security	\$ 544
60156	Custodial Contract Services	\$ 77
60157	Landscaping Maintenance	\$ 1,390
60158	HVAC	\$ 1,200
60159	Facility Repair & Maintenance	\$ 880
60160	Telephone	\$ 1,633
60161	Cellular / Paging Services	\$ 1,544
60163	Electricity	\$ -
60164	Water Services	\$ -
60170	Equipment Expensed	\$ 169

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru 7/31/17</u>
60171	Equipment Rented	\$ 2,329
60172	Equipment Repair / Maintenance	\$ -
60180	Computer Hardware	\$ -
60181	Software / Updates / Licensing	\$ 13,894
60182	Internet Services	\$ 1,424
60183	Computer Supplies	\$ -
60184	Computer Repair / Maintenance	\$ -
60190	Offsite Meeting / Travel Expense	\$ -
60191	In House Meetings	\$ -
60192	Conference Expense	\$ 977
60193	Car, Repair, Maint	\$ -
60200	Dues	\$ -
60202	Subscriptions	\$ -
60203	Contributions	\$ 2,500
60210	Bank Charges	\$ -
60211	Shipping / Postage	\$ -
60212	Office Supplies	\$ 448
60213	Offsite Storage	\$ 227
60220	Commission Fees	\$ 1,000
60221	Commission Mileage Reimb.	\$ 348
60222	Other Commission Expense	\$ -
60230	Other Expense	\$ -
80000	Retiree Medical Expense	\$ 9,417
80001	Insurance Expense	\$ 2,916
80000	Building Repair/Replacement Reserve	\$ 8,333
13005	Fixed Assets	\$ -

**Total Costs**      \$      319,263

Direct Costs Paid by Projects	\$ 173,316
Member Contribution Offset	\$ 37,500
	\$ 210,816

Over allocation %	-38.5%
Over (Under) Allocation of General Fund Costs	\$ (108,447)



## BENEFITS SUMMARY

*(Distributed based on Actual Labor)*

<u>G/L Acct</u>	<u>Description</u>	<u>Budget</u>	<u>Actual @ 7/31/17</u>	<u>Projected FYE 2018</u>
70101	FICA Expense	185,067 \$	10,994 \$	131,928
70102	Medicare Expense	52,612 \$	2,751 \$	33,012
70103	State Unemployment Insurance	5,712 \$	-	6,300
70104	Worker's Compensation Insurance	80,165 \$	(2,884) \$	68,288
70105	State Disability Insurance	24,702 \$	1,380 \$	16,560
70106	PERS Pension Plan	662,665 \$	26,814 \$	321,766
70111	Medical Expense	445,725 \$	32,643 \$	391,716
70112	Dental Expense	31,680 \$	2,272 \$	27,264
70113	Vision Insurance	8,014 \$	592 \$	7,104
70114	Life Insurance Expense	15,491 \$	1,221 \$	14,652
70115	Long Term Disability	17,956 \$	1,359 \$	16,308
70116	Wellness Program Expense	3,500 \$	125 \$	1,500
70117	401a Profit Sharing - Employers Contribution	-	-	-
70120	Car Allowance	36,000 \$	1,800 \$	21,600
	<b>Total Benefits</b>	1,569,289	79,067	1,057,998
	<b>Total Payroll</b>	3,592,414 \$	315,231 \$	3,782,772
	<b>Benefits Rate</b>	43.7%	25.1%	28.0%

Santa Ana Watershed Project Authority  
 Labor Hours Budget vs Actual  
 Month Ending July 31, 2017

	Fund	Budget	Actual	%
100	General & Administrative	23,953	2,296	9.59%
130	Prop 84 Round 1 Administration	925	14	1.46%
135	Prop 84 Round 2 Administration	865	10	1.16%
140	Prop 84 2014 Drought Administration	655	30	4.58%
145	Prop 84 Final Round Administration	1,750	71	4.03%
240	Brine Line Enterprise	17,550	1,163	6.63%
320	Brine Line Protection	250	2	0.80%
326	Reach V Capital Repairs	2,171	200	9.20%
327	Reach IV-D Corrosion Repairs	755	-	0.00%
370-01	General Basin Planning	2,480	183	7.36%
370-02	USBR Partnership Studies	115	-	0.00%
372	Imported Water Recharge	45	8	16.67%
373	Watershed Management Plan	2,895	124	4.27%
374	Basin Monitoring Program	435	52	11.95%
381	SAR Fish Conservation	200	40	19.88%
384-01	Chino TMDL Facilitation	150	23	15.00%
386MONIT	Storm Water Quality Standards TF	110	15	13.86%
386STORM	Storm Water Quality Standards TF	-	-	100.00%
387	Arundo Removal & Habitat Restoration	185	22	11.76%
392	Emerging Constituents	56	22	38.39%
396	Forest First	30	-	0.00%
397	Water-Energy Grant Administration	480	16	3.28%
397EXPAN	Water-Energy WVWD Administration	-	3	100.00%
398ADMIN	DACI Grant	2,395	54	2.23%
477TMDL	LESJWA - TMDL Task Force	760	39	5.10%
477-02	LESJWA - Administration	355	24	6.83%
504-301A	Prop 84 2014 Drought Implementation	995	22	2.16%
504-301C	Prop 84 2014 Drought Implementation	685	25	3.69%
504-4011	Prop 84 Final Round Implementation	140	8	5.89%
504-401PA23	Prop 84 Final Round Implementation	430	23	5.29%
504-402WUE	Prop 84 Final Round Implementation	265	-	0.00%
		62,080	4,484	7.22%

Note: Should be at 8.33% of budget for 1 month



## COMMISSION MEMORANDUM NO. 2017.117

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** Budget vs. Actual Variance Report - FYE 2017 4th Quarter – June 30, 2017  
**PREPARED BY:** Karen Williams, Chief Financial Officer

### RECOMMENDATION

It is recommended that the Commission receive and file the informational report on FYE 2017 Fourth Quarter Budget vs. Actual Variance Report.

### DISCUSSION

Staff has developed a Budget vs. Actual Variance Report and presents this report on a quarterly basis. Attached is the FYE 2017 Budget vs. Actual Variance Report through June 30, 2017. The Agency's net revenue was \$2,902,021, which was \$3,438,728 more favorable than budgeted. Several significant items comprise the majority of this favorable variance:

Operating Revenue was \$865,266 more than budgeted. This favorable variance is due to higher concentrations of BOD and TSS and a higher volume of indirect discharge than originally budgeted.

Operating Expense was \$470,905 less than budgeted. This favorable variance is due to lower than budgeted Brine Line Repair & Maintenance costs and delaying the start of the Reach IV-D Corrosion Repair project.

Non-Operating Revenue/Expense was \$2,864,870 more than budgeted. This favorable variance is due to the receipt of cost share funding from both Member Agencies and Other Agencies participating in WECAN and Proposition 84 SARCCUP Projects and receipt of SRF Loan proceeds from the Reach V Capital Repair Project.

### Favorable Revenue Variances

Listed below are explanations of favorable variances of \$250,000 or more for individual revenue categories:

Discharge Fees – The 8% variance of \$865,266 is due to higher concentrations of BOD and TSS and a higher volume of indirect dischargers than originally budgeted.

Participant Fees – The 87% variance of \$726,795 is due to the receipt of cost share funding from both Member Agencies and Other Agencies participating in WECAN and Proposition 84 SARCCUP Projects.

SRF Loan Proceeds – The 100% variance of \$3,560,362 is due to the delay of the Reach V Capital Project. The project was expected to be completed in FYE 2016 so SRF Loan Proceeds were not budgeted in FYE 2017.

Interest & Investments – The 34% variance of \$317,302 is due to higher interest rates being earned on reserves from LAIF and Securities purchased.

Operating Transfers – The 100% variance of \$289,175 is due to an unbudgeted operating transfer approved by the Commission from the MSAR TMDL Task Force to the RWQ Monitoring Task Force.

**Unfavorable Revenue Variances**

Listed below are explanations of unfavorable variances of \$250,000 or more for individual revenue categories:

State Grant Proceeds – The 44% variance of \$1,856,695 is due to slower implementation of the Proposition 84 Drought and WECAN Projects than originally estimated.

**Favorable Expense Variances**

Listed below are explanations of favorable variances of \$250,000 or more for individual expense categories:

Repair & Maintenance – The 68% variance of \$666,256 is due to the majority of the planned line cleaning projects being scheduled for later in the year.

Program Expenses – The 64% variance of \$1,458,997 is due to slower implementation of the Proposition 84 Drought and WECAN Projects than originally estimated.

**Unfavorable Expense Variances**

Listed below are explanations of favorable variances of \$250,000 or more for individual expense categories:

Consulting and Professional Services – The 35% variance of \$1,113,553 is due to the Reach V Project. The project was expected to be complete in FYE 2016 with final wrap up of the project in FYE 2017. Because of problems in construction the project has been delayed and is expected to be complete in FYE 2019. Because of the original time line for the project, the budget for FYE 2017 was minimal. Costs have exceeded the FYE 2017 budget, but are within the two-year budgeted amounts.

Construction – The 38% variance of \$1,753,804 is due to the Reach V Project. The project was expected to be complete in FYE 2016 with final wrap up of the project in FYE 2017. Because of problems in construction the project has been delayed and is expected to be complete in FYE 2019. Because of the original time line for the project, the budget for FYE 2017 was minimal. Costs have exceeded the FYE 2017 budget, but are within the two-year budgeted amounts.

Operating Transfers – The 100% variance of \$289,175 is due to an unbudgeted operating transfer approved by the Commission from the MSAR TMDL Task Force to the RWQ Monitoring Task Force.

**RESOURCE IMPACTS**

None.

Attachment:

1. Variance Report

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017

*Consolidated*

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Discharge Fees	\$10,417,136	\$10,417,136	\$11,282,402	\$865,266	8.31%
Total Operating Revenue	10,417,136	10,417,136	11,282,402	865,266	8.31%
<b>Operating Expenses</b>					
Labor	3,323,390	3,323,390	3,309,425	13,965	0.42%
Benefits	1,441,729	1,441,729	1,270,894	170,835	11.85%
Education & Training	65,100	65,100	14,271	50,829	78.08%
Consulting & Professional Services	3,186,470	3,186,470	4,300,023	-1,113,553	-34.95%
Operating Costs	3,182,001	3,182,001	3,270,214	-88,213	-2.77%
Repair & Maintenance	986,085	986,085	319,829	666,256	67.57%
Phone & Utilities	80,500	80,500	61,319	19,181	23.83%
Equipment & Computers	303,760	303,760	168,244	135,516	44.61%
Meeting & Travel	106,850	106,850	41,695	65,155	60.98%
Other Administrative Costs	312,370	312,370	209,006	103,364	33.09%
Other Expense	302,213	302,213	255,477	46,736	15.46%
Program Expenses	2,279,537	2,279,537	670,540	1,458,997	64.00%
Construction	4,600,000	4,600,000	6,353,804	-1,753,804	-38.13%
Operating Transfers	0	0	289,175	-289,175	-100.00%
Indirect Costs	0	0	-43,006	43,006	0.00%
Total Operating Expenses	20,170,005	20,170,005	20,490,904	-470,905	-2.33%
Net Operating Revenue / (Deficit)	-9,752,869	-9,752,869	-9,208,502	1,336,171	-13.70%
<b>Non-Operating Revenue (Expense)</b>					
Member Agency Contributions	1,553,879	1,553,879	1,439,305	-114,574	-7.37%
Participant Fees	832,306	832,306	1,559,101	726,795	87.32%
State Grant Proceeds	4,246,936	4,246,936	2,390,241	-1,856,695	-43.72%
Federal Grant Proceeds	50,000	50,000	0	-50,000	-100.00%
Financing Proceeds	171,782	171,782	193,263	21,481	12.50%
SRF Loan Proceeds	0	0	3,560,362	3,560,362	100.00%
Mitigation Credit Sales	44,490	44,490	0	-44,490	-100.00%
Debt Service	-3,028,588	-3,028,588	-3,028,588	0	0.00%
T-Strip Maturities	949,000	949,000	949,000	0	0.00%
Interest & Investments	929,952	929,952	1,247,254	317,302	34.12%
Other Income	0	0	11,641	11,641	100.00%
Contributions to Reserves	-2,338,810	-2,338,810	-2,324,064	-14,746	-0.63%
Operating Transfers	0	0	289,175	289,175	100.00%
Use of Reserves	5,805,215	5,805,215	5,823,834	18,619	0.32%
Net Non-Operating Revenue / (Deficit)	9,216,162	9,216,162	12,110,524	2,864,870	31.09%
Net Revenue / (Deficit)	-\$536,707	-\$536,707	\$2,902,021	\$3,438,728	

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017  
*General Fund*

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
<b>Operating Expenses</b>					
Labor	1,543,505	1,543,505	1,559,535	-16,030	-1.04%
Benefits	669,592	669,592	511,441	158,151	23.62%
Education & Training	56,300	56,300	13,177	43,123	76.60%
Consulting & Professional Services	210,000	210,000	215,493	-5,493	-2.62%
Operating Costs	7,500	7,500	4,437	3,063	40.84%
Repair & Maintenance	131,085	131,085	59,040	72,045	54.96%
Phone & Utilities	71,000	71,000	54,629	16,371	23.06%
Equipment & Computers	212,710	212,710	150,687	62,023	29.16%
Meeting & Travel	74,350	74,350	15,368	58,982	79.33%
Other Administrative Costs	197,570	197,570	81,899	115,671	58.55%
Other Expense	105,000	105,000	66,777	38,223	36.40%
Indirect Costs	-2,809,885	-2,809,885	-2,806,086	-3,799	0.14%
Total Operating Expenses	468,727	468,727	-73,603	542,331	115.70%
Net Operating Revenue / (Deficit)	-468,727	-468,727	73,603	-542,331	115.70%
<b>Non-Operating Revenue (Expense)</b>					
Member Agency Contributions	699,307	699,307	699,305	-2	0.00%
Interest & Investments	0	0	28,844	28,844	100.00%
Other Income	0	0	11,641	11,641	100.00%
Building Reserve	-100,000	-100,000	-100,000	0	0.00%
Retiree Medical Reserve	-130,580	-130,580	-115,816	-14,764	-11.31%
Net Non-Operating Revenue / (Deficit)	468,727	468,727	523,974	25,719	5.49%
Net Revenue / (Deficit)	\$0	\$0	\$597,579	\$597,579	

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017  
*Brine Line Enterprise Fund*

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Discharge Fees	\$10,417,136	\$10,417,136	\$11,282,402	\$865,266	8.31%
Total Operating Revenue	10,417,136	10,417,136	11,282,402	865,266	8.31%
<b>Operating Expenses</b>					
Labor	902,634	902,634	858,469	44,165	4.89%
Benefits	391,574	391,574	372,576	18,998	4.85%
Education & Training	8,800	8,800	1,094	7,706	87.57%
Consulting & Professional Services	335,000	335,000	108,669	226,331	67.56%
Operating Costs	3,144,501	3,144,501	3,265,777	-121,276	-3.86%
Repair & Maintenance	855,000	855,000	260,789	594,211	69.50%
Phone & Utilities	9,500	9,500	6,690	2,810	29.58%
Equipment & Computers	91,050	91,050	17,557	73,493	80.72%
Meeting & Travel	8,250	8,250	1,264	6,986	84.68%
Other Administrative Costs	62,450	62,450	24,642	37,808	60.54%
Other Expense	197,213	197,213	188,700	8,513	4.32%
Indirect Costs	1,424,978	1,424,978	1,355,523	69,455	4.87%
Total Operating Expenses	7,430,950	7,430,950	6,461,747	969,201	13.04%
Net Operating Revenue / (Deficit)	2,986,187	2,986,187	4,820,655	246,068	8.24%
<b>Non-Operating Revenue (Expense)</b>					
Interest & Investments	929,952	929,952	1,191,187	261,235	28.09%
Debt Service	-3,028,588	-3,028,588	-3,028,588	0	0.00%
T-Strip Maturities	949,000	949,000	949,000	0	0.00%
Use of Reserves	271,679	271,679	271,679	0	0.00%
Contributions to Reserves	-2,108,230	-2,108,230	-2,108,248	18	0.00%
Net Non-Operating Revenue / (Deficit)	-2,986,187	-2,986,187	-2,724,970	261,253	-8.75%
Net Revenue / (Deficit)	\$0	\$0	\$2,095,684	\$2,095,684	

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017  
 OWOW Fund

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
<b>Operating Expenses</b>					
Labor	612,932	612,932	540,588	72,344	11.80%
Benefits	265,897	265,897	234,614	31,283	11.77%
Consulting & Professional Services	952,570	952,570	1,029,133	-76,563	-8.04%
Meeting & Travel	18,350	18,350	20,877	-2,527	-13.77%
Other Administrative Costs	16,950	16,950	15,713	1,237	7.30%
Program Expenses	2,129,537	2,129,537	670,540	1,458,997	68.51%
Indirect Costs	967,628	967,628	853,589	114,039	11.79%
Total Operating Expenses	4,963,864	4,963,864	3,365,054	1,598,810	32.21%
Net Operating Revenue / (Deficit)	-4,963,864	-4,963,864	-3,365,054	-1,598,810	32.21%
<b>Non-Operating Revenue (Expense)</b>					
Member Agency Contributions	670,000	670,000	670,000	0	0.00%
Participant Fees	0	0	767,215	767,215	100.00%
State Grant Proceeds	4,246,936	4,246,936	2,390,241	-1,856,695	-43.72%
Federal Grant Proceeds	50,000	50,000	0	-50,000	-100.00%
Interest & Investments	0	0	6,956	6,956	100.00%
Net Non-Operating Revenue / (Deficit)	4,966,936	4,966,936	3,834,412	-1,132,524	-22.80%
Net Revenue / (Deficit)	\$3,072	\$3,072	\$469,356	\$466,284	
Project Reimbursement (Prop 84 Capital)	\$6,381,306	\$6,381,306	\$2,599,584	-\$3,781,722	

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017  
*Roundtable Fund*

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
<b>Operating Expenses</b>					
Labor	132,855	132,855	132,548	307	0.23%
Benefits	57,635	57,635	57,527	108	0.19%
Consulting & Professional Services	1,201,400	1,201,400	924,176	277,224	23.08%
Operating Costs	5,000	5,000	0	5,000	100.00%
Meeting & Travel	900	900	720	180	20.00%
Other Administrative Costs	15,400	15,400	11,750	3,650	23.70%
Program Expenses	150,000	150,000	0	150,000	100.00%
Operating Transfer	0	0	289,175	-289,175	-100.00%
Indirect Costs	209,738	209,738	209,294	444	0.21%
Total Operating Expenses	1,772,928	1,772,928	1,625,189	147,738	8.33%
Net Operating Revenue / (Deficit)	-1,772,928	-1,772,928	-1,625,189	-147,738	8.33%
<b>Non-Operating Revenue (Expense)</b>					
Member Agency Contributions	184,572	184,572	70,000	-114,572	-62.07%
Participant Fees	832,306	832,306	791,886	-40,420	-4.86%
Financing Proceeds	171,782	171,782	193,263	21,481	12.50%
Mitigation Credit Sales	44,490	44,490	0	-44,490	-100.00%
Operating Transfer	0	0	289,175	289,175	100.00%
Interest & Investments	0	0	20,267	20,267	100.00%
Net Non-Operating Revenue / (Deficit)	1,233,150	1,233,150	1,364,591	131,441	10.66%
Net Revenue / (Deficit)	-\$539,778	-\$539,778	-\$260,598	\$279,179	

Santa Ana Watershed Project Authority  
 FYE 2017 Budget vs. Actual  
 for the Period Ending June 30, 2017  
*Capital Fund*

	FYE 2017 Budget	12-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
<b>Operating Revenue</b>					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
<b>Operating Expenses</b>					
Labor	131,464	131,464	218,285	-86,821	-66.04%
Benefits	57,031	57,031	94,736	-37,705	-66.11%
Consulting & Professional Services	487,500	487,500	2,022,552	-1,535,052	-314.88%
Operating Costs	25,000	25,000	0	25,000	100.00%
Meeting & Travel	5,000	5,000	3,466	1,534	30.68%
Other Administrative Costs	20,000	20,000	75,002	-55,002	-275.01%
Construction	4,600,000	4,600,000	6,353,804	-1,753,804	-38.13%
Indirect Costs	207,541	207,541	344,673	-137,132	-66.07%
Total Operating Expenses	5,533,536	5,533,536	9,112,517	-3,578,981	-64.68%
Net Operating Revenue / (Deficit)	-5,533,536	-5,533,536	-9,112,517	3,578,981	-64.68%
<b>Non-Operating Revenue (Expense)</b>					
SRF Loan Proceeds	0	0	3,560,362	3,560,362	100.00%
Use of Reserves	5,533,536	5,533,536	5,552,155	18,619	0.34%
Net Non-Operating Revenue / (Deficit)	5,533,536	5,533,536	9,112,517	3,578,981	64.68%
Net Revenue / (Deficit)	\$0	\$0	\$0	\$0	





## Santa Ana Watershed Project Authority

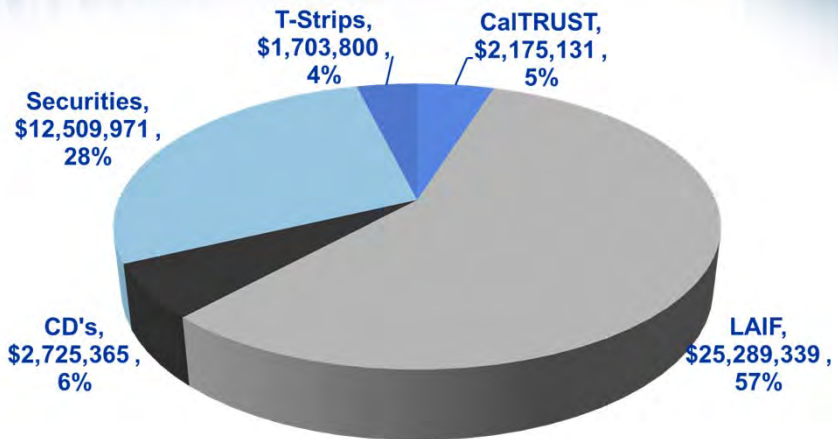
Financial Report for the Inland Empire Brine Line  
Enterprise/CIP for the 4th Quarter Ending  
June 30, 2017

## Agenda

- Cash & Investments
- Reserve Account Balances
- Transfer, Uses & Contributions from/to Reserves
- Enterprise Performance
- Enterprise Revenues
- Enterprise Expenses
- Capital Improvement Program

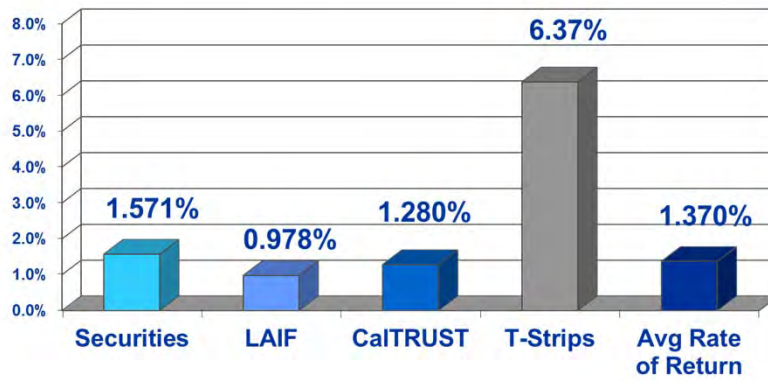
## Cash & Investments

**\$44,403,606**



## Cash & Investments

### Interest Rate Analysis





## Reserve Account Balances

Reserve Account	Balance
Self Insurance	\$3,846,181
Debt Retirement	5,037,279
Pipeline Replacement	13,807,175
OCSD Rehabilitation	7,506,389
Capacity Management	7,851,194
OCSD Future Capacity	1,725,296
Flow Imbalance Reserve	84,608
Operating Reserve	4,545,484
<b>Total Reserves</b>	<b>\$44,403,606</b>

## Reserve Account Balances Trends

Reserve	Balance @ 09/30/16	Balance @ 12/31/16	Balance @ 03/31/17	Balance @ 06/30/17
Self Insurance	\$3,748,301	\$3,795,922	\$3,812,588	\$3,846,181
Debt Retirement	5,525,034	5,707,360	5,475,338	5,037,279
Pipeline Replacement	18,908,927	17,850,481	16,155,981	13,807,175
OCSD Rehabilitation	7,087,855	7,281,550	7,364,885	7,506,389
Capacity Mgmt	7,198,787	7,815,783	7,815,783	7,851,194
OCSD Future Capacity	1,714,869	1,721,404	1,721,404	1,725,296
Flow Imbalance Reserve	83,246	83,563	84,418	84,608
Operating Reserve	3,885,301	3,971,781	5,103,311	4,545,484
<b>Total</b>	<b>\$48,152,320</b>	<b>\$48,227,844</b>	<b>\$47,533,708</b>	<b>\$44,403,606</b>

## Transfers, Use and Contributions To/From Reserves

- **Pipeline Replacement Reserve**
  - Contribution of \$1,000,000
  - Use of \$7,263,161 for Capital Projects
- **Capacity Management Reserve**
  - Contribution of \$588,894 (OCFCD loan payment)
- **OCSD Rehabilitation Reserve**
  - Contribution of \$500,000
- **Self Insurance Reserve**
  - Contribution of \$100,000
- **Debt Service Reserve**
  - Contribution of \$508,248
- **Flow Imbalance Reserve**
  - Contribution of \$855

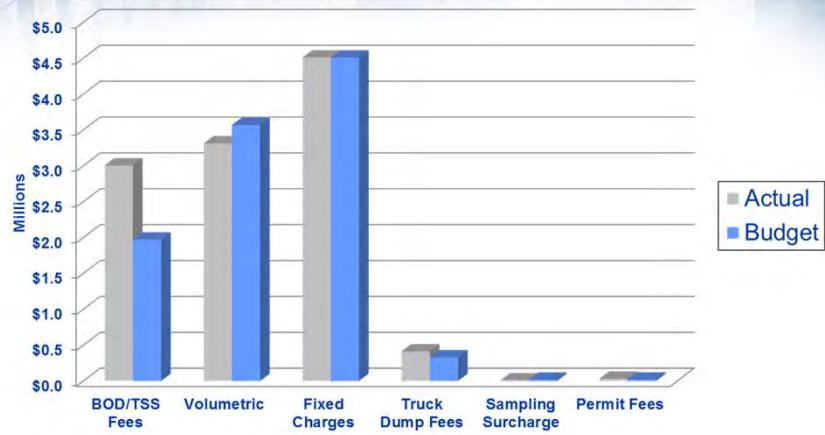
## Total Operating Revenues

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$3,005,826	\$1,972,250	\$1,033,576
Volumetric Fees	3,311,708	3,569,280	(257,572)
Fixed Charges	4,508,979	4,507,607	1,372
Truck Discharge	413,610	330,750	82,860
Sampling Surcharge	9,379	17,500	(8,121)
Permit Fees	32,900	19,750	13,150
<b>Total Operating Revenues</b>	<b>\$11,282,402</b>	<b>\$10,417,136</b>	<b>\$865,266</b>



## Operating Revenues vs. Budget

Budget vs. Actual

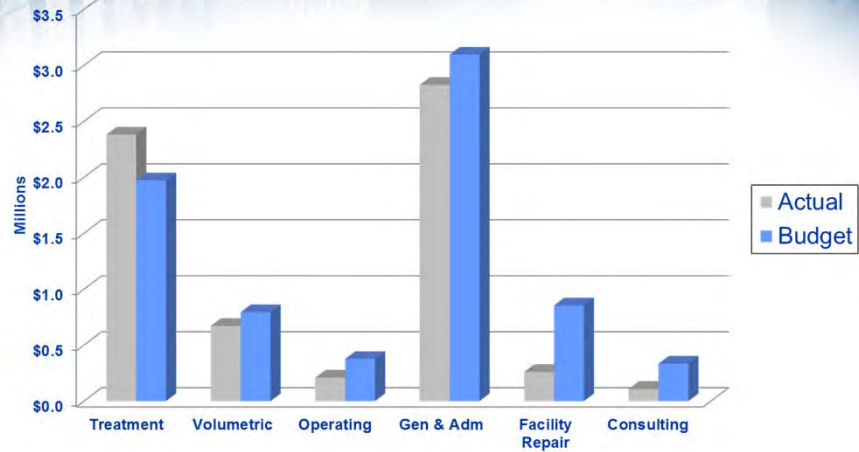


## Total Operating Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$2,382,494)	(\$1,972,250)	(\$410,244)
Volumetric Costs	(672,881)	(794,750)	121,869
Operating Costs	(210,402)	(377,501)	167,099
General & Administration	(2,826,515)	(3,096,449)	269,934
Facility Repair & Maintenance	(260,789)	(855,000)	594,211
Consulting & Professional Services	(108,669)	(335,000)	226,331
<b>Total Operating Expenses</b>	<b>(\$6,461,747)</b>	<b>(\$7,430,950)</b>	<b>\$969,201</b>

## Operating Expenses vs. Budget

Budget vs. Actual



## Non Operating Revenues and Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Use of Reserves (Debt Service)	\$271,679	\$271,679	\$0
Interest & Investments	2,140,187	1,878,952	261,235
Debt Service Payments	(3,028,588)	(3,028,588)	0
Contributions to Reserves	(2,108,248)	(2,108,230)	(18)
<b>Total Non Operating</b>	<b>(\$2,724,970)</b>	<b>(\$2,986,187)</b>	<b>\$261,217</b>



## 5 Year Enterprise Performance

FYE	Revenue	Expense	Net Gain (Loss)
2013	\$15,701,192	(\$15,212,710)	\$488,482
2014	12,725,986	(12,643,340)	82,646
2015	13,649,625	(13,282,163)	367,462
2016	12,654,965	(12,820,740)	(165,775)
2017	13,694,268	(11,598,586)	2,095,684
Total	\$68,426,036	(\$65,557,539)	\$2,868,499

## 5 Year Enterprise Performance



## Enterprise Performance

### Flow, BOD, TSS Actual vs. OCSD Billing

	SAWPA Billed	OCSD Billing	Difference
Total Flow (MG)	3,873.569	3,841.30	32.269
Total BOD (1,000 lbs)	1,670.307	1,615.776	54.531
Total TSS (1,000 lbs)	5,065.015	4,984.097	80.918
BOD cost per 1,000 lbs	\$307.00	\$278.14	\$28.86
TSS cost per 1,000 lbs	\$429.00	\$387.85	\$41.15

## Enterprise Performance

### OCSD Flow, BOD & TSS Charges vs. Revenue Billed

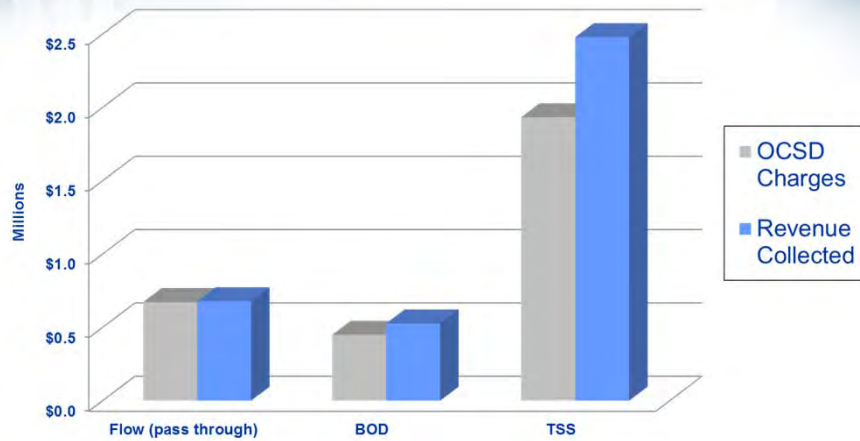
	Revenue Billed	OCSD Charges	Difference
Flow (pass through)	\$678,533	\$672,881	\$5,652
BOD	526,989	449,412	77,577
TSS	2,478,838	1,933,082	545,756
TD Allowance	51,355	0	51,355
<b>Total</b>	<b>\$3,735,715</b>	<b>\$3,055,375</b>	<b>\$680,340</b>

The \$680,340 difference almost makes up the loss of \$704,950 from not increasing the imbalance average in FYE 2016.



## Enterprise Performance

OCSD Flow, BOD & TSS Charges vs. Revenue Collected



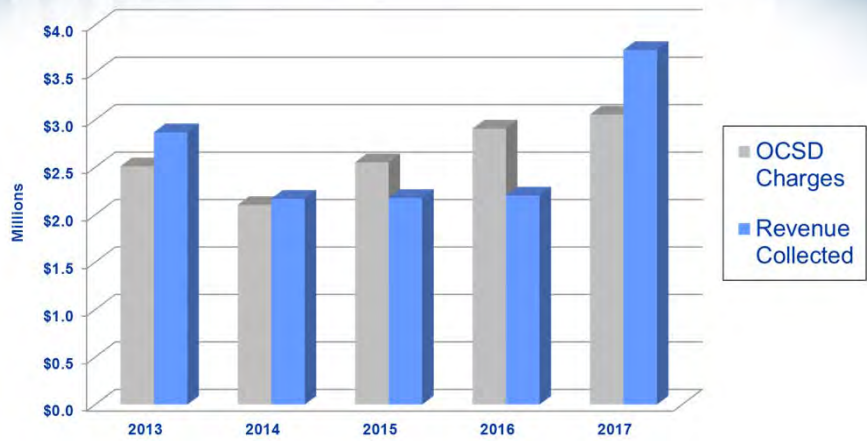
## 5 Year Enterprise Performance

Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years

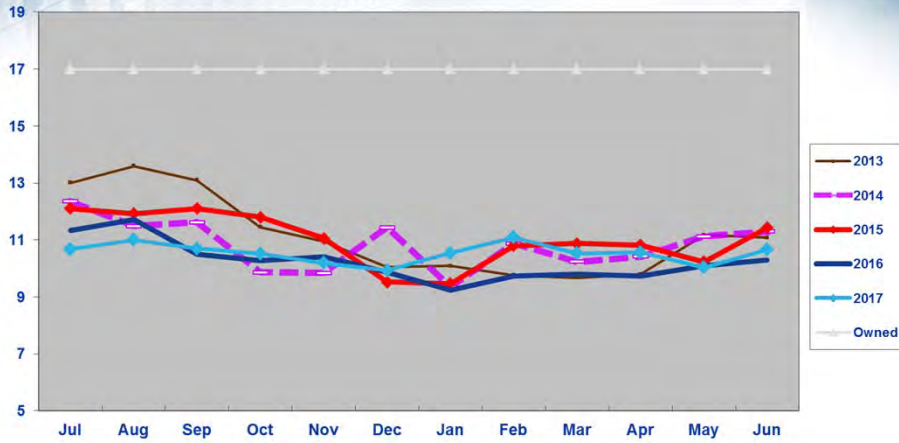
FYE	Revenue Billed	OCSD Charges	Difference
2013	2,869,089	2,510,069	359,020
2014	2,168,351	2,103,499	64,852
2015	2,176,448	2,552,272	(375,824)
2016	2,202,769	2,907,719	(704,950)
2017	3,735,715	3,055,375	680,340
<b>Total</b>	<b>\$13,152,372</b>	<b>\$13,128,934</b>	<b>23,438</b>

# 5 Year Enterprise Performance

## Flow, BOD & TSS Charges vs. Revenue Collected – Last 5 Years



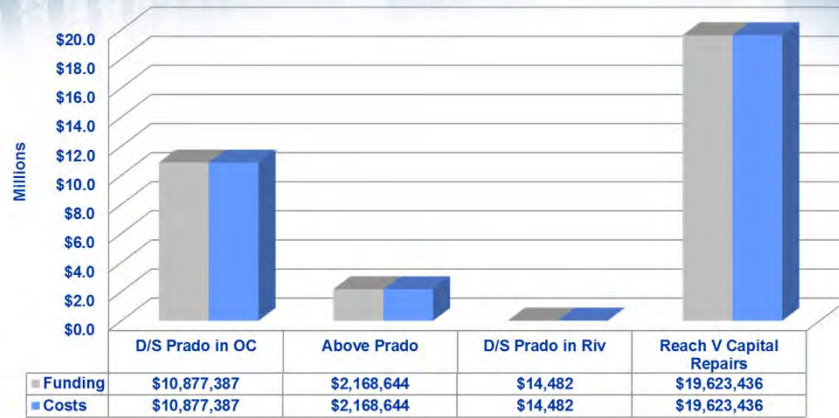
## Average Daily Flow by Month





## Capital Project Fund

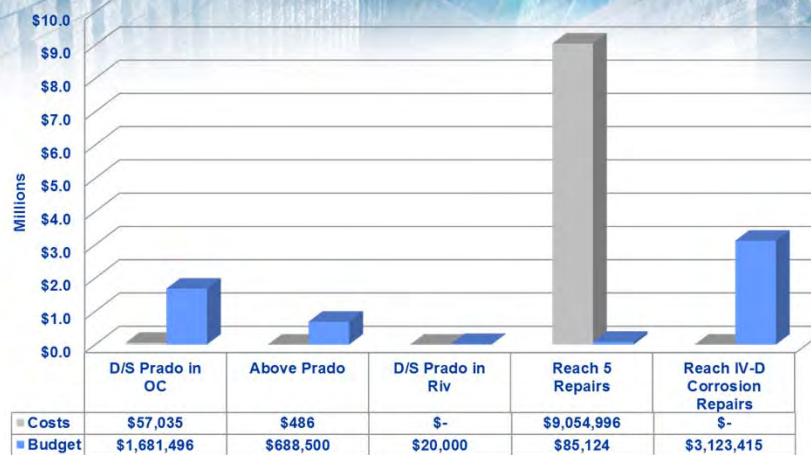
### Costs (Project to Date) vs. Funding



Funding = Reserves and SRF Loans

## Capital Project Fund

### Costs vs. Budget



2 Year Capital Budget total is \$20,368,925. Total Capital Project Costs for FYE 2016 and 2017 are \$15,650,255.

## Capital Project Fund (320)

### Brine Line Protection / Relocation Projects

- **D/S Prado in OC** – emergency protection work, pipeline relocation
- **Above Prado** - pipeline relocation and manhole lid adjustments – when required
- **D/S Prado in Riv County** – bank armoring

Questions ?





**Santa Ana Watershed  
Project Authority**

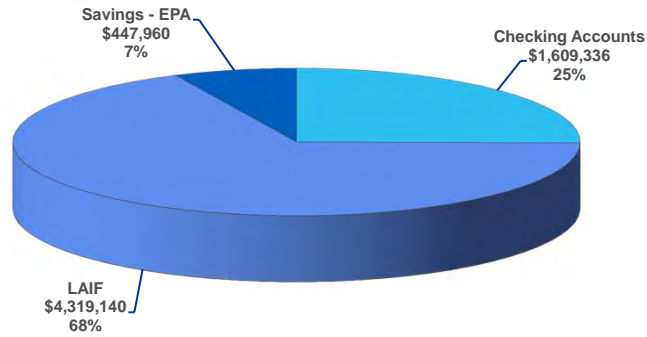
**Financial Report for the 4th Quarter  
Ending June 30, 2017**

**Agenda**

- **Cash & Investments**
- **Fund Overview**
- **General Fund**
- **OWOW Funds**
- **Roundtable Funds**

## Cash & Investments

**\$6,376,436**



## Cash & Investments

### Total by Fund

General Fund	\$3,255,816
OWOW Fund	721,027
Roundtable Fund	1,951,633
Fiduciary Fund	447,960
<b>Total</b>	<b>\$6,376,436</b>



## Cash & Investments

### General Funds

Fund	Checking (Cash)	LAIF Account	Total
General Fund	\$1,609,336	\$797,834	\$2,407,170
Building Reserve	0	818,646	818,646
<b>Total</b>	<b>\$1,609,336</b>	<b>\$1,616,480</b>	<b>\$3,225,816</b>

## Cash & Investments

### OWOW Funds

Fund	LAIF Account	Total
General Basin Planning	\$56,391	\$56,391
USBR Partnership Studies	21,708	21,708
Watershed Mgmt Plan	38,171	38,171
Water – Energy DAC Grant	604,757	604,757
<b>Total</b>	<b>\$721,027</b>	<b>\$721,027</b>

## Cash & Investments

### Roundtable Funds

Fund	LAIF Account	Total
Imported Water Recharge	\$11,652	\$11,652
Basin Monitoring	370,641	370,641
RWQ Monitoring TF	86,459	86,459
SAR Fish Conservation	231,757	231,757
Middle SAR TMDL TF	206,591	206,591
Emerging Constituents TF	86,444	86,444
Mitigation Banking	958,089	958,089
<b>Total</b>	<b>\$1,951,633</b>	<b>\$1,951,633</b>

## Cash & Investments

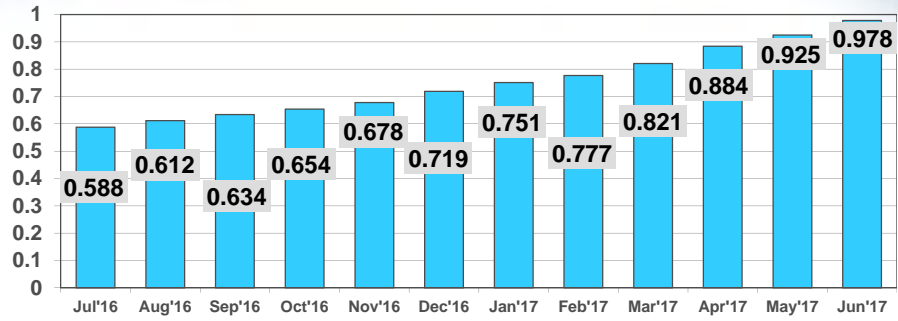
### Fiduciary Funds

Fund	LAIF Account	Savings EPA	Total
Legal Defense Fund	\$0	\$447,960	\$447,960
<b>Total</b>	<b>\$0</b>	<b>\$447,960</b>	<b>\$447,960</b>



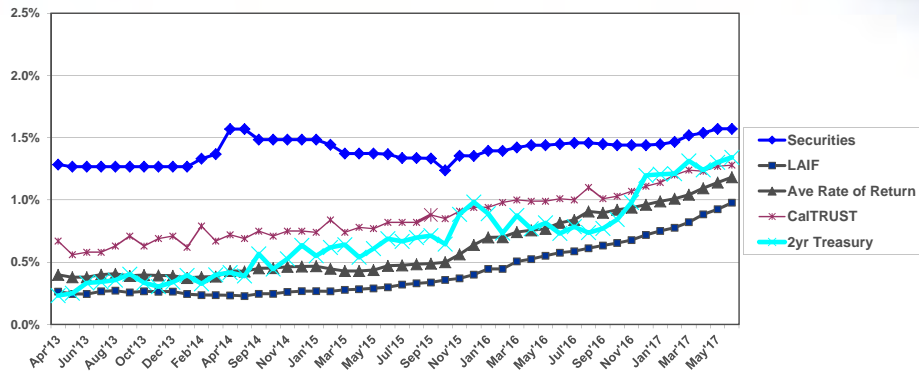
## Cash & Investments

### LAIF Interest Rates



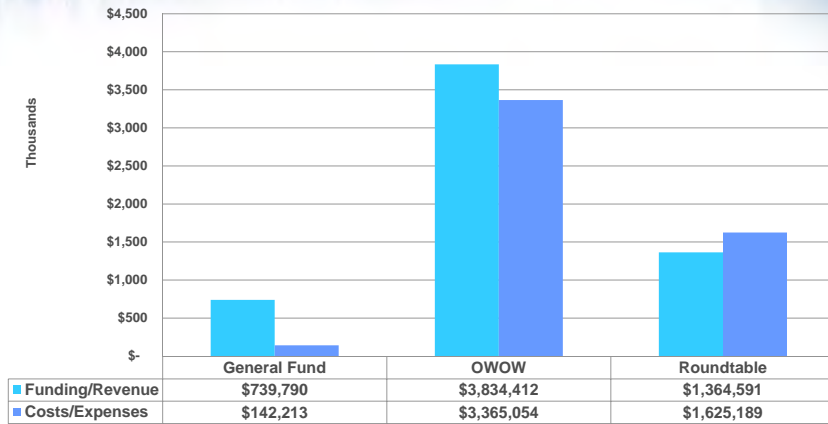
## Cash & Investments

### Interest Rate Comparison



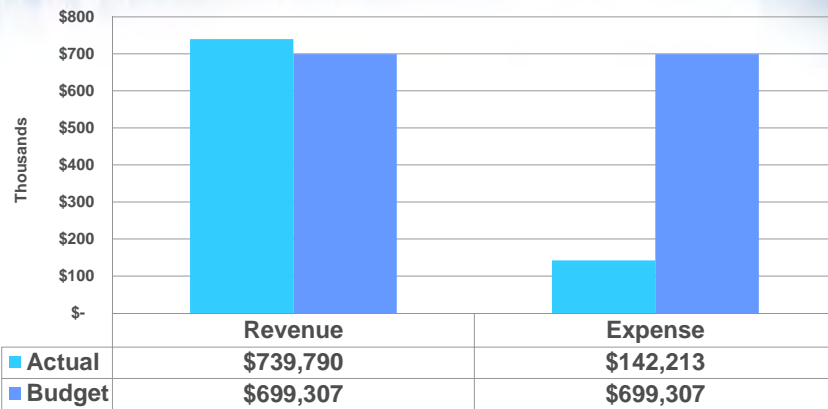
## Analysis by Fund Type

### Revenues and Expenses



## General Fund

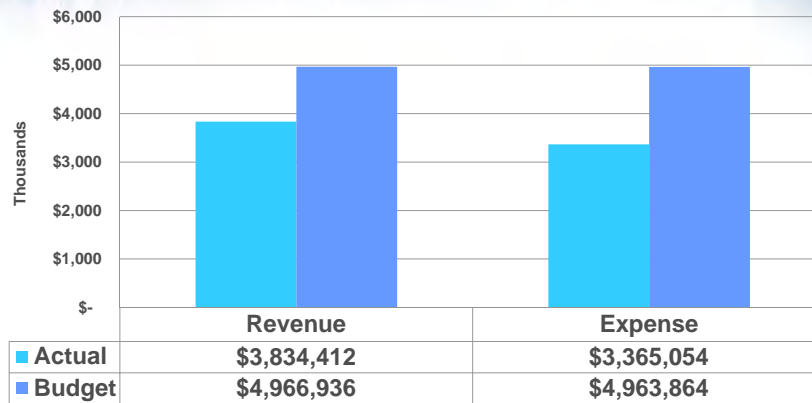
### Budget vs. Actual





## OWOW Funds

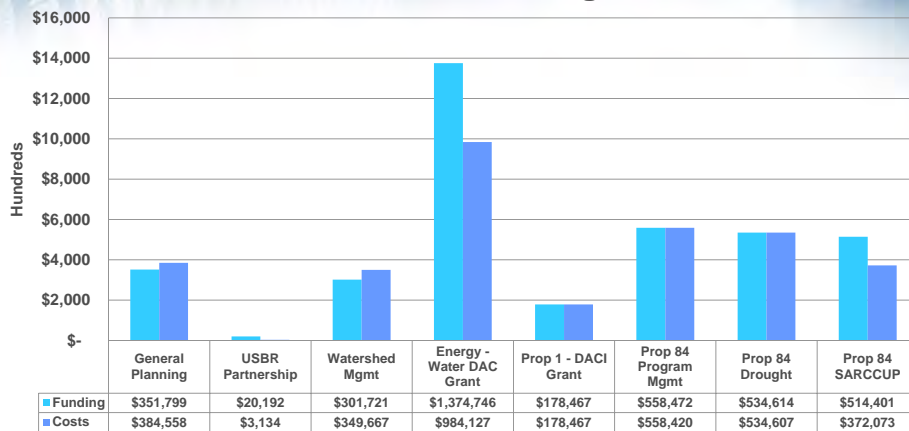
### Budget vs. Actual



Project Reimbursement (Prop 84) \$2,599,584

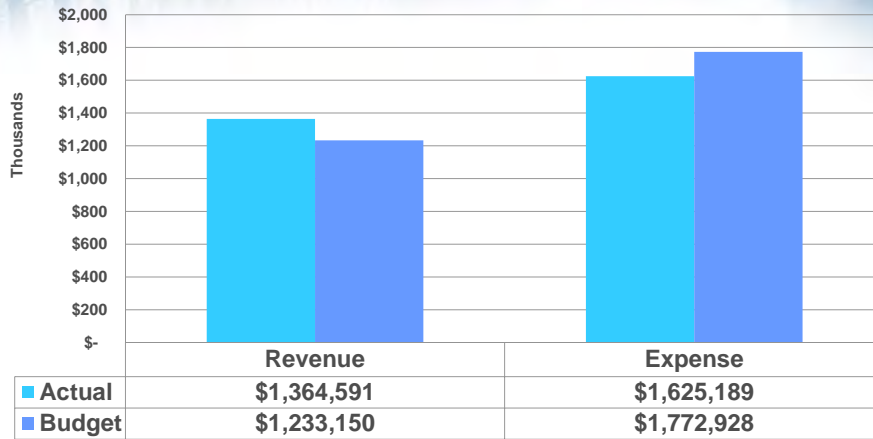
## OWOW Funds

### Costs vs. Funding



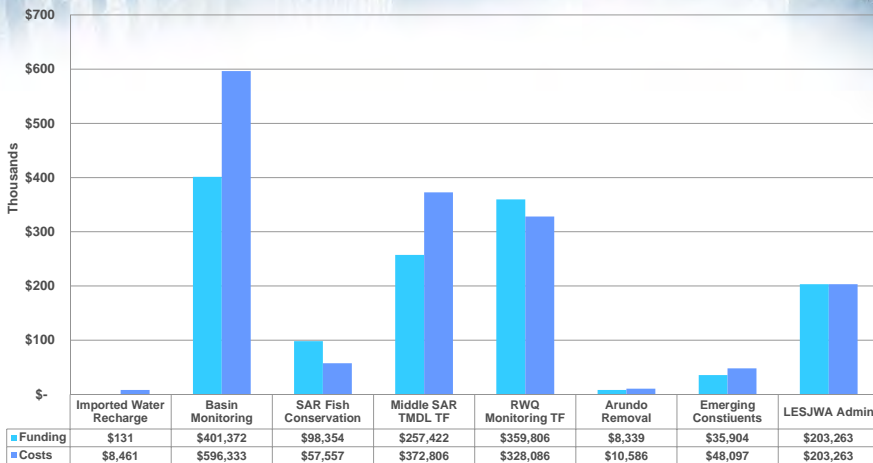
## Roundtable Funds

### Budget vs. Actual



## Roundtable Funds

### Costs vs. Funding







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*Santa Ana Watershed Project Authority*

Staff - Expense Report

4th Quarter FYE 2017

Sum of Amount			Expn Type								
Staff	Posting Date	Activity	Airfare	Hotel	Meals	Mileage	Misc	Parking	Registration	Grand Total	
Achimore	04/30/2017	All Lands Management - Sierra Institute, 4/5/17							25.00	25.00	
		Capacity Building - National Forest Foundation, 4/5/17							25.00	25.00	
		Climate Change workshop - UCLA, 4/13/17							12.00	12.00	
		Climate Science Briefing - UCLA, 4/13/17				50.29				50.29	
		Mileage Re-imburement - April 2017				39.59				39.59	
	05/31/2017	Sacramento Trip for Workshops - Southwest, 4/5/17	202.90							202.90	
	06/30/2017	CA Water Use Conference - San Diego, 5/31/17							5.00		5.00
		Mileage Re-imburement - May 2017				187.25					187.25
		OC Water Summit Conference - 5/22/17								130.00	130.00
	06/30/2017	Mileage Re-imburement - June 2017				35.31					35.31
Sacramento Workshops Trip - ONT Airport, 5/25/17								39.00		39.00	
Statewide Conservation CBWCD - Eventbrite, 6/20/17									25.00	25.00	
<b>Achimore Total</b>			<b>202.90</b>			<b>312.44</b>		<b>56.00</b>	<b>205.00</b>	<b>776.34</b>	
Antos	04/30/2017	CA Water Policy Conference - Courtyard (Bottle Water), 4/7/17					3.50			3.50	
		CA Water Policy Conference - Courtyard by Marriot, 4/8/17		416.98						416.98	
		CA Water Policy Conference - LYFT, 4/5/17					7.84			7.84	
		CA Water Policy Conference - LYFT, 4/7/17					10.19			10.19	
		CA Water Summit - Burbank Airport, 4/12/17						12.00		12.00	
		CA Water Summit - LYFT Ride, 4/12/17							31.32	31.32	
		Mileage Re-imburement - April 2017				128.67				128.67	
	05/31/2017	Abstract Submission for AWRA Conference - 5/24/17						25.00			25.00
		ISM Pillar Meeting - 5/31/17				13.48					13.48
		Meeting at UCR - Parking, 5/3/17							8.50		8.50
		Mileage Re-imburement - May 2017				179.11					179.11
		OWOW Conference - 5/25/17				22.36					22.36
	06/30/2017	Safeguarding CA Workshop, 5/31/17						3.75			3.75
		Homelessness Symposium - 6/29/17				14.45					14.45
		Homelessness Symposium Speaker (Brokate)-Mission Inn, 6/8/17			107.54						107.54
		Homelessness Symposium Speaker (Ford)-Mission Inn, 6/8/17			107.54						107.54
		Homelessness Symposium Speaker (Mayfield)-Mission Inn, 6/8/17			107.54						107.54
06/30/2017	IES APA Workshop, 5/26/17						25.00			25.00	
	Mileage Re-imburement - June 2017				44.94					44.94	
	Sierra Water Group Summit - Southwest, 6/6/17	277.95								277.95	
	WECAN Meeting at WVWD, 6/8/17				26.22					26.22	
<b>Antos Total</b>			<b>277.95</b>	<b>739.60</b>		<b>429.23</b>	<b>106.60</b>	<b>20.50</b>		<b>1573.88</b>	
Berry	04/30/2017	CPRA Training Fee - 4/25/17					20.00			20.00	
		Earth Night Supplies - April 2017					127.81			127.81	
		Mileage Re-imburement - April 2017				100.58				100.58	
		WMWD Earthnight - Mileage, 4/20/17				13.91				13.91	
	06/30/2017	Crestmore Manor Sight Visits - June 2017				44.94				44.94	
06/30/2017	OWOW Conference Parking Passes - ONT Conv Center, 5/24/17						400.00		400.00		
<b>Berry Total</b>						<b>159.43</b>	<b>147.81</b>	<b>400.00</b>		<b>707.24</b>	
Blancas	04/30/2017	GM & Planning Meeting Goods - Panera, 4/11/17					65.62			65.62	
	05/31/2017	Commission Meeting Snacks - Ralphps, 5/2/17					31.04			31.04	
	06/30/2017	Commission Meeting Goods - Ralphps, 6/19/17					32.24			32.24	

Blancas	42916	Commission Meeting Goods - Ralphs, 6/20/17 OWOW Conference Staff Breakfast - Panera, 5/25/17	27.98	18.96		18.96	27.98
<b>Blancas Total</b>			<b>27.98</b>	<b>147.86</b>			<b>175.84</b>
Gilbert	04/30/2017	OCSA/SAWPA Coordination Meeting - El Torito, 4/19/17	63.71				63.71
<b>Gilbert Total</b>			<b>63.71</b>				<b>63.71</b>
Haller	05/31/2017	SAWPA Pencils for OWOW Conference - National Pen, 4/28/17 SAWPA Pens for OWOW Conference - National Pen, 4/28/17		41.83			41.83
<b>Haller Total</b>				<b>207.41</b>			<b>207.41</b>
Jauregui	04/30/2017	Earth Night - WMWD, 4/20/17	25.15				25.15
	06/30/2017	Turf Meeting - WMWD, 6/13/17	16.05				16.05
<b>Jauregui Total</b>			<b>41.20</b>				<b>41.20</b>
Lewis	04/30/2017	CSMFO Chapter Meeting, 4/18/17				30.00	30.00
	06/30/2017	CSMFO Chapter Meeting, 6/22/17				30.00	30.00
<b>Lewis Total</b>						<b>60.00</b>	<b>60.00</b>
Munson	04/30/2017	Travel for LESJWA Board Meeting, 4/19/17	28.89				28.89
	05/31/2017	OWOW Conference Banner - Allegra, 5/23/17		214.42			214.42
	06/30/2017	Travel for LESJWA Board Meeting, 6/15/17	28.89				28.89
<b>Munson Total</b>			<b>57.78</b>	<b>214.42</b>			<b>272.20</b>
Nolasco	04/30/2017	WMWD Earthnight - Mileage, 4/20/17	26.22				26.22
	05/31/2017	OWOW Conference - 5/25/17	22.47				22.47
		OWOW Conference Parking - 5/25/17			10.00		10.00
<b>Nolasco Total</b>			<b>48.69</b>		<b>10.00</b>		<b>58.69</b>
Norton	04/30/2017	CA Water Summit - LYFT Ride, 4/12/17 CA Water Summit - ONT Airport, 4/12/17		22.23			22.23
<b>Norton Total</b>				<b>22.23</b>	<b>9.00</b>		<b>31.23</b>
Patterson	04/30/2017	Earthnight Supplies - Smart & Final, 4/13/17 Earthnight Supplies - Target, 4/11/17 Home Depot Trip for Ops - 4/27/17 Mileage Re-imbursment - April 2017		66.54			66.54
				43.55			43.55
			3.21				3.21
			9.63				9.63
	05/31/2017	Costco for PT Meeting - 5/17/17 Mileage Re-imbursment - May 2017 OWOW Conference - 5/25/17 Pre-Treatment Meeting Goods - Vons, 5/17/17 Velcro for OWOW Conference Displays - Home Depot, 5/22/17	1.61				1.61
			8.02				8.02
			22.47				22.47
				12.00			12.00
				38.73			38.73
	06/30/2017	ARMA SCIEC Meeting Registration, 6/15/17 Mileage Re-imbursment - June 2017				20.00	20.00
			18.73				18.73
<b>Patterson Total</b>			<b>63.67</b>	<b>160.82</b>	<b>20.00</b>		<b>244.49</b>
Plasencia	04/30/2017	Mileage Re-imbursment - April 2017 OCSA Meeting Mileage - 4/19/17	92.56				92.56
			18.19				18.19
	06/30/2017	Mileage Re-imbursment - June 2017	97.91				97.91
<b>Plasencia Total</b>			<b>208.66</b>				<b>208.66</b>
Quintero	04/30/2017	CWEA Workshop - 4/11/17 Reach 4B Visit - 4/19/17	31.03				31.03
			11.77				11.77
<b>Quintero Total</b>			<b>42.80</b>				<b>42.80</b>
Ruhl	05/31/2017	OWOW Conference - 5/25/17	22.47				22.47
<b>Ruhl Total</b>			<b>22.47</b>				<b>22.47</b>
Villa	04/30/2017	Commission Meeting Goods - Ralphs, 4/18/17 Earth Night - WMWD, 4/20/17 Mileage Re-imbursment - April 2017 Pre-Treatment Meeting Goods - Panera, 4/20/17 Pre-Treatment Meeting Goods - Ralphs, 4/20/17		39.78			39.78
			13.91				13.91
			5.35				5.35
				28.98			28.98
				12.47			12.47
	05/31/2017	Cardenas for Intern Farewell - 5/3/17 Joint OP meeting with OCSA - Panda Express, 5/4/17 OWOW Conference - 5/25/17	2.14				2.14
			152.25				152.25
			22.47				22.47
	06/30/2017	Commission Meeting Goods - Ralphs, 6/05/17 Mileage Re-imbursment - June 2017		53.23			53.23
			12.84				12.84
<b>Villa Total</b>			<b>152.25</b>	<b>56.71</b>	<b>134.46</b>		<b>343.42</b>
Weideman	05/31/2017	OWOW Conference - 5/25/17 OWOW Conference Parking - 5/25/17	22.47				22.47
					10.00		10.00



<b>Weideman Total</b>						<b>22.47</b>	<b>10.00</b>		<b>32.47</b>
Whetsel	04/30/2017	Meeting at SBCFCD, 4/12/17				23.54			23.54
<b>Whetsel Total</b>						<b>23.54</b>			<b>23.54</b>
Williams	05/31/2017	OWOW Conference Parking - 5/25/17					10.00		10.00
<b>Williams Total</b>							<b>10.00</b>		<b>10.00</b>
<b>Grand Total</b>						<b>480.85</b>	<b>739.60</b>	<b>243.94</b>	<b>1489.09</b>
							<b>1183.44</b>	<b>515.50</b>	<b>285.00</b>
									<b>4937.42</b>



*Santa Ana Watershed Project Authority*  
 General Manager - Expense Report  
 4th Quarter FYE 2017

Staff	Cantu
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Sum of Amount		Expn Type					Grand Total
Posting Date	Activity	Airfare	Meals	Misc	Parking		
04/30/2017	ACWA Conference - Southwest, 3/29/17	158.89					158.89
	CA Water Policy Conference - Courtyard by Marriot, 4/6/17		79.94				79.94
	DWR IRM Conference - San Diego Airport - 4/12/17				32.00		32.00
	DWR IRM Conference - Southwest, 4/12/17	261.98					261.98
	DWR Moderte - Western Cab, 4/12/17			38.50			38.50
	Water Brain Trust - ONT Airport, 3/27/17				9.00		9.00
<b>04/30/2017 Total</b>		<b>420.87</b>	<b>79.94</b>	<b>38.50</b>	<b>41.00</b>		<b>580.31</b>
05/31/2017	ACWA Hotel Parking - Hotel Pacific, 5/10/17				40.00		40.00
	ACWA Parking Charge - ACE Parking, 5/10/17				96.00		96.00
	Dinner at ACWA Conference - Portola Hotel, 5/10/17		79.49				79.49
	Flight from Sacramento - Southwest, 4/28/17	119.03					119.03
	Flight to Sacramento - Southwest, 4/28/17	236.92					236.92
	Lunch at San Jose Airport - 5/10/17		13.53				13.53
	Rental Car for ACWA Conferene - Thrifty, 5/11/17			235.17			235.17
<b>05/31/2017 Total</b>		<b>355.95</b>	<b>93.02</b>	<b>235.17</b>	<b>136.00</b>		<b>820.14</b>
06/30/2017	Lunch w/Bruce Whitaker - The Phoenix Club, 5/13/17		32.32				32.32
	Lunch w/Kurt Bertchold (Reg Board EO) - Yard House, 6/7/17		35.79				35.79
	Lunch w/Tom Evans - Yard House, 6/8/17		37.43				37.43
	Meeitng with David & Wade in L.A. - Perfect Parking, 5/31/17				8.00		8.00
	Regional Water Board Meeting - Garage 3, 6/20/17				1.00		1.00
<b>06/30/2017 Total</b>			<b>105.54</b>		<b>9.00</b>		<b>114.54</b>
<b>Grand Total</b>		<b>776.82</b>	<b>278.50</b>	<b>273.67</b>	<b>186.00</b>		<b>1514.99</b>

## COMMISSION MEMORANDUM NO. 2017.119

**DATE:** September 19, 2017  
**TO:** SAWPA Commission  
**SUBJECT:** OWOW Plan Update 2018 Status  
**PREPARED BY:** Mike Antos, Senior Watershed Manager

### RECOMMENDATION

It is recommended that the Commission receive and file this staff report.

### DISCUSSION

The OWOW Plan Update 2018 is being conducted by the OWOW Pillars, ten stakeholder workgroups chaired by volunteer stakeholders (among them the member agency GMs), facilitated by the SAWPA Planning Department. Each Pillar is working separately, together in small groups as-needed, and every-other month together at one Pillar Integration Meeting.

In August the Pillar Integration Meeting the gathered Pillars and stakeholders heard brief updates from the Pillars, and then held a workshop to populate a watershed map with project concepts. Using stickers, participants listed projects and project ideas that are needed in the watershed. This information is now being digitized, and additional projects can be collected online from those who could not make the meeting. Using this tool, stakeholders can begin to see how their ideas may align with the ideas of others.

Also in August, the Pillar Chairs & delegates gathered to discuss project concepts and the process by which the Pillar chapters can support the inclusion of projects and programs in the OWOW Plan, and prep for a strong application from the watershed when Department of Water Resources releases the first round of Prop 1 IRWM grant funding. We have learned that DWR has delayed the expected release date of their draft Project Solicitation Package to February and the final in April or May, with proposals due in summer and awards in late Fall of 2018. This is a delay of about five months from their previous estimate.

Following the July Steering Committee and including input from the Pillars, the Goals & Objectives are now a Final Draft which can support the work of the Pillars as they craft project and policy recommendations for the OWOW Plan Update 2018. The Goals & Objectives v4 is attached to this memo.

The Pillars effort is focused on submitting drafts of completed chapters by the end of the calendar year. Each is at various levels of complete on their data gathering and writing. Below are specific updates from the ten Pillars, in alphabetical order, as of September 7, 2017:

#### *Beneficial Use Assurance*

This pillar did not meet since the previous update. They remain working as a team on updating their chapter.

*Climate Change Response Pillar*

This pillar did not meet since the previous update. The pillar is preparing a spatial analysis of climate vulnerabilities.

*Land Use and Water Planning*

The Pillar had their third meeting on August 24, focusing on developing conceptual projects that benefit multiple partners in the Santa Ana River Watershed and implement the One Water One Watershed Plan. These projects include arroyo preservation/delineation and improving funding mechanisms to support protecting agricultural land and appropriate open-space in perpetuity. The next meeting is scheduled for September 20.

*Data Management & Monitoring*

This pillar held its kick-off meeting on August 28, where a collection of new OWOW participants gathered to develop project and policy recommendations related to watershed-scale data management and monitoring.

*Disadvantaged Communities and Tribal Communities Pillar*

This Pillar met on August 25 to review the status of the two draft chapters. With concurrence from meeting participants, the outlines are now “locked” so that the multiple contributing authors can get to work writing. The group agreed to have the September meeting focus on revising or affirming the collaborative authoring model.

*Integrated Stormwater Management Pillar*

This pillar did not meet since the previous update. The pillar is revising the new chapter outline with plans to develop its broad recommended project and policy strategies before writing its supporting material.

*Natural Resources Stewardship*

This pillar did not meet since the previous update. The pillar is working to revise the chapter based on efforts underway in the watershed, including the US Forest Service Forest Plans and the Habitat Conservation Plan.

*Water Recycling*

This pillar did not meet since the previous update. Work is underway to gather information from the agencies of the watershed about their recycling goals and planned projects.

*Water Resource Optimization*

The Pillar had its second meeting on August 3 and is coordinating the chapter update process with the integrated stormwater management pillar and the water recycling pillar, as well as form a closer linkage with the water use efficiency and beneficial use assurance pillars. The watershed wide water demand and supply analysis that was incorporated into the 2013 OWOW 2.0 Plan was explained and provided to each of the wholesalers in the watershed to update. The Pillar chair worked with the pillar members to take the lead on updating each section of the OWOW 2.0 Plan’s chapter on water resource optimization.

*Water Use Efficiency*

This pillar has its kick-off meeting scheduled for September 12, 2017.

**CRITICAL SUCCESS FACTORS**

1.	Continued support from SAWPA commission of OWOW Steering Committee’s decision making authority as a means of ensuring trust, transparency, and external communications.
2.	Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the private sector and the regulatory, environmental, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued.

**RESOURCE IMPACTS**

The OWOW Plan Update 2018 is supported by Fund 373, and a Department of Water Resources IRWM Planning Grant.

**ATTACHMENT**

1. OWOW Goals & Objectives v4

**The One Water One Watershed Plan Update 2018 describes how collaborative watershed planning, water and land management, and project implementation will support improved sustainability and resilience in the Santa Ana River Watershed through 2040.**

The six goals<sup>1</sup> of the OWOW Plan Update 2018 are to...

**Educate and build trust between people and organizations.**

- Objectives:
  - Adopt policies strengthening transparency in water management decision-making
  - Collaborate with educators to strengthen youth knowledge about water
  - Develop strong ongoing consultation and partnership with Native American tribes
  - Ensure conservation is a way of life in the Santa Ana River Watershed.
  - Innovate communication strategies for diverse communities
  - Maintain and grow regional and sub-regional collaborative water management efforts

**Engage with members of disadvantaged communities to eliminate environmental injustices**

- Objectives:
  - Adopt best-practices for environmental justice action throughout water management
  - Confront unequal community vulnerabilities to climate impacts
  - Develop regional consensus for compassionate community identification
  - Ensure community cultural values influence watershed management decision-making.
  - Support broad-based collaboratives alleviating homelessness
  - Support community voices to identify strengths and needs

**Ensure high quality water for all people and the environment.**

- Objectives:
  - Achieve and maintain salt balance in the watershed
  - Ensure every human being in the watershed has safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.
  - Protect and improve source water quality
  - Protect beneficial uses and attain water quality standards in freshwater and marine environments
  - Reduce water systems vulnerability to climate impacts
  - Support alignment of regulatory action with watershed goals

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<sup>1</sup> The goals, and each goal's objectives, are listed alphabetically because OWOW Plan Update 2018 considers each to be co-equal, without specific prioritization.

### **Improve data integration, tracking and reporting to strengthen decision-making.**

- Objectives:
  - Apply new technologies to maintain and enhance transparency and efficiency
  - Collaborate to produce regular publicly-accessible watershed health reports
  - Develop standard data formats and data fields for comparative analyses
  - Increase appropriate access to data for decision-makers, managers, and the public
  - Reduce redundancy in data collection in overlapping programs
  - Streamline regulatory reporting requirements

### **Preserve and enhance ecosystems for open space, habitat, and natural hydrologic function**

- Objectives
  - Conduct regional effort to remove and manage invasive species
  - Include ecosystem function in new development planning and construction
  - Preserve and restore beneficial hydrologic function of streams, arroyos, water bodies, the coastal zone
  - Protect and restore wildlife corridors and habitat connectivity
  - Protect endangered and threatened species and species of special concern
  - Support healthy watershed policies with local land use authority

### **Water resources are made resilient through innovation and optimization.**

- Objectives:
  - Diminish carbon emissions from water resources management
  - Increase the use of recycled water
  - Innovate to increase water-use efficiency and conservation
  - Manage precipitation as a valuable watershed resource
  - Safely strengthen links between flood protection and water conservation
  - Sustainably manage groundwater basins

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## COMMISSION MEMORANDUM NO. 2017.120

**DATE:** September 19, 2017

**TO:** SAWPA Commission

**SUBJECT:** Update on the Santa Ana Sucker Protection and Beneficial Use Enhancement Project

**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

That the Commission receive and file this update.

### DISCUSSION

On behalf of the Santa Ana Sucker Conservation Team (Team), a SAWPA Roundtable, staff is tasked with implementing the Santa Ana Sucker Protection and Beneficial Use Enhancement Project (Project) which would create beneficial habitat for the Santa Ana sucker. The Santa Ana sucker is a threatened aquatic species listed under the federal Endangered Species Act. The SAWPA Commission approved a contract with Scheevel Engineering to design the Project on April 18, 2017. Scheevel Engineering has finalized the draft design which is being used to write the Project's California Environmental Quality Act (CEQA), tribal notification and permit documents.

The Project design includes a partially sub-merged rock groin structure that would be anchored to the river bank and extended approximately 15 feet into the low-flow channel of the river. Field monitoring in the Santa Ana River done by Scheevel Engineering throughout the summer determined that the River's water depth changes frequently. As the structure would be slightly above grade at the riverbank and taper to the invert of the channel bottom, it could provide habitat benefit for aquatic species in a range of water depths. It is also designed to perform in flows that range from 30 to 2,500 cubic feet per second (cfs). Over the past seventeen years the flows in the Santa Ana River near the potential Project location have exceeded 2,500 cfs eleven times over the last seventeen years so it is expected that the structure would survive most high flow events.

Staff has worked with the Riverside County Regional Park and Open-Space District (District) who owns land in the Santa Ana River where the Project could be implemented. Scheevel Engineering and Project partner Orange County Water District (OCWD) have analyzed the Santa Ana River area that the District owns near Van Buren Boulevard. Staff is currently working with District staff on a right of entry for the Project in that area and has also discussed the Project with the County of Riverside's transportation department and flood control district.

Staff will bring the necessary CEQA documents to the Commission for approval in fall/winter 2017. Following the approval of the CEQA documents by the Commission, staff plans to implement a public works contract bid process in summer 2018 and construct the Project in fall 2018 when permit conditions allow. OCWD implemented a similar sucker habitat project in 2016 and adopted a mitigated negative declaration to comply with CEQA requirements. Staff and OCWD met with the California Department of Fish and Wildlife (CDFW) who will review the Project's streambed alternation permit application, a condition required as the Project will be located in the Santa Ana River. CDFW recommended that the

Project utilize a Mitigated Negative Declaration in order to comply with CEQA as there is native vegetation in the Santa Ana River near the Van Buren Boulevard area.

### **BACKGROUND**

On April 12, 2000, the Santa Ana Sucker was listed as threatened by the U.S. Fish and Wildlife Service. The sucker is a native fish to southern California including the Santa Ana River. Due to diminishing numbers throughout its range, the sucker was listed to protect and recover the species.

The Team, which was formed in 1998, is composed of the City of Riverside, Orange County Water District and SAWPA. In addition to providing CEQA/permitting support, OCWD will also monitor the habitat benefit of the Project before and after construction.

### **CRITICAL SUCCESS FACTORS**

- Report and use results of roundtable's work, leverage information and involvement for the benefit of SAWPA, its members, and other stakeholders.

### **RESOURCE IMPACTS**

No financial impact in formulating the CEQA and permitting documents as OCWD is serving as a partner on the Project and providing in-kind support for those Project related tasks. Funding for the design and construction of the Project is provided by the Team members, the San Bernardino Valley Municipal Water District, the Regional Water Quality Control Board and the U.S. Fish and Wildlife Service.

Attachment:

1. PowerPoint Presentation

# Project Update

SAWPA Commission  
September 19, 2017



Ian Achimore  
Senior Watershed Manager  
Santa Ana Watershed Project Authority



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Conservation Team

# Santa Ana Sucker and Project Overview

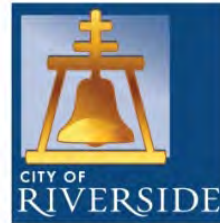
- Listed under the Endangered Species Act in 2000
- “The most pressing threat is the lack of suitable habitat” U.S. Fish and Wildlife Service, 2014
- Sucker’s habitat includes rock and cobble
- Project seeks to expose rock beneath sandy river bottom



# SAWPA Roundtable

Team

Members:



*City of Arts & Innovation*



Team Description:

Determine reasons for the decline of the Sucker in the Watershed, and devise strategies for its recovery.

Team Benefits:

Receive grant funding regulated entities not eligible to receive.

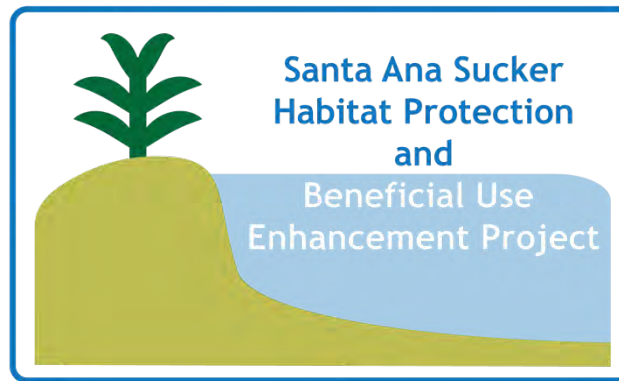
Team projects improve baseline of species.



245  
Conservation Team



# Funding



*City of Arts & Innovation*



246  
**Conservation Team**

# Critical Success Factors for Project

Report and use results of roundtable's work, **leverage** information and involvement for the benefit of SAWPA, its members, and other stakeholders.



# Project Schedule

- Fall/Winter 2017 – CEQA documents to SAWPA Commission for approval
- Summer 2018 – Public works bid process
- Fall 2018 – Construct project



Project Partner



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Conservation Team









# Santa Ana Sucker Fish Habitat Projects in the Santa Ana River Watershed

## Other Habitat Projects



IS-15

Jurupa Valley

SR-60

Santa Ana River

Norco

SR-91



**Legend**

- RCRCD In Lieu Fee Area (Habitat Restoration)
- Tequesquite Creek Project (Habitat Restoration)
- SA Sucker Conservation Team Project (Rock Habitat) -Proposed-
- Upper SAR HCP Project (SARCCUP Creek Restoration) -Proposed-
- Sunnyslope Creek Project (Habitat Restoration)
- OCWD Gabions Project (Rock Habitat)

# CEQA and Project Design

- Conducting Initial Study and Mitigated Negative Declaration
- OCWD's project experience
- Meeting with Department of Fish and Game



# Project Schedule

- Fall/Winter 2017 – CEQA documents to SAWPA Commission for approval
- Summer 2018 – Public works bid process
- Fall 2018 – Construct project





# Recommendation

Receive and file.



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# General Manager's Report

September 2017

Santa Ana Watershed Project Authority | 11615 Sterling Avenue, Riverside, CA 92503 | www.sawpa.org

## INSIDE THE SEPTEMBER REPORT

- 1 Brine Line Pipeline Project Outreach
- 2 Brine Line Operator Recruitment
- 3 Brine Line Operations Center - BLOC
- 4 Partnering Together
- 5 Legislative Update



## Brine Line Pipeline Project Outreach

The Brine Line Pipeline Project remains on schedule. Crews most recently installed a length of pipeline along Temescal Canyon Road. We are continuing our outreach efforts with the community and local elected representatives. Attached is the September 7, 2017 project update. David Ruhl presented the latest status report to the Temescal Valley Municipal Advisory Committee on September 13, 2017.

## Brine Line Operator Recruitment

We are actively recruiting for a Brine Line Operator. The position is open until filled, and the first review of applications is scheduled for September 20, 2017.

## Brine Line Operations Center – BLOC

The Brine Line Operations Center (BLOC) is now fully operational, thanks to the hard work of our talented Operations team! This new warehouse workspace will house two vehicles, provide workspace for the Operations team, and allow for offsite storage. Operations staff will be available to provide facility tours for Commissioners - please stop by and join us after the meeting.



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*SAWPA is working with member agency General Managers to establish updated collaborative procedures.*

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## Partnering Together

Working together with the member agency General Managers and SAWPA staff, we have developed a procedure by which future SAWPA Commission meeting agenda items will be outlined and discussed in an effective, collaborative manner. Information will be shared at the September 19<sup>th</sup> meeting. When everyone is comfortable with the procedure, it will be expanded to include all other SAWPA Project Committee Meetings and OWOW Steering Committee Meetings.

## Legislative Update

AB 574 Quirk - Potable Reuse: Passed by the Senate September 6, 2017, the Assembly on September 11, 2017, and enrolled September 13, if signed by Governor Brown AB 574 would expand “direct potable reuse” to include include “raw water augmentation” and “treated drinking water augmentation.” SAWPA recommends supporting AB 574. Please reference the attach Legislative Status Report for September.





## PIPELINE PROJECT UPDATE

### ▶ WHAT'S NEW AND WHY

The Brine Line project is in the home stretch and still on schedule. Next week, crews will install a length of pipe on Temescal Canyon Road south of Dawson Canyon Road and north of the I-15 North off-ramp. At the same time, minor work will continue on Temescal Canyon Road north of Dawson Canyon Road.

### ▶ WHAT IT MEANS TO YOU

Work on Temescal Canyon between Dawson Canyon and the I-15 North off-ramp will be performed around the clock, with two-way traffic maintained. At the second work area, on the narrow stretch of Temescal Canyon Road near Dawson Canyon, traffic may alternate one way in each direction, 8 am to 5 pm weekdays.

### ▶ PROCESS AND TIMELINE

All aspects of the project remain expedited to reduce public inconvenience while ensuring high-quality work, with all upgrades on track for completion in early 2018. Please share your questions and feedback at:

[construction@sawpa.org](mailto:construction@sawpa.org)



### Project Overview

SAWPA is working to test, fortify and/or replace 5 miles of the Brine Line, an underground pipeline that conveys salty water from the Inland Empire to the Pacific Ocean. The brackish water comes from key sectors of the Inland economy, including power plants, manufacturers, and groundwater desalters that produce large volumes of drinking water.

The project calls for placing new pipes within older pipes which have lost their shape over time. With loss of shape comes increased risk of spills, and the upgrades follow a 2011 Brine Line leak that was remediated. Water from the Brine Line poses no health risk but, if left untreated, could damage the local environment.





Thank you for your interest in the Orange County Sanitation District. Five Minutes Per Month is our opportunity to engage you, our influential public so that you have a finger on the pulse of activities taking place here at OCSD.

Through Five Minutes Per Month, we will highlight major policy decisions and provide information about proposed and ongoing efforts. We understand your time is valuable. These emails will be short and will come to you on a monthly basis.

### **OCSD Achieves Another Year of 100 Percent Ocean Discharge Permit Compliance**

OCSD was awarded the Gold Peak Performance Award for Plant No. 1 and Plant No. 2. from the National Association of Clean Water Agencies (NACWA). The Peak Performance Awards recognize NACWA member agencies for excellence in permit compliance. The award is presented to facilities with no discharge permit violations for the entire calendar year. This is the fourth consecutive year that OCSD has received this award. Learn more at [www.ocsd.com](http://www.ocsd.com).

*Protecting the public health and the environment.*

Questions or comments please reply to [forinformation@ocsd.com](mailto:forinformation@ocsd.com) or call Jennifer Cabral, Public Affairs Office at 714.593.7581.

OCSD is a public agency that provides wastewater collection, treatment, and recycling for approximately 2.5 million people in central and northwest Orange County. OCSD is a special district that is governed by a 25 member Board of Directors comprised of 20 cities, four special districts, and one representative from the Orange County Board of Supervisors. OCSD operates a large regional sewer system and two treatment facilities that collect, treat and recycle wastewater from residential, commercial and industrial sources.

10844 Ellis Avenue  
Fountain Valley, CA 92708



## Legislative Status Report for SAWPA 9/14/2017

- [AB 18](#)** (**[Garcia, Eduardo D](#)**) **California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.**  
**Current Text:** Amended: 8/30/2017 [Text](#)  
**Introduced:** 12/5/2016  
**Last Amend:** 8/30/2017  
**Status:** 9/1/2017-From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 1.) (August 31). Re-referred to Com. on APPR.  
**Location:** 9/1/2017-S. APPR.  
**Summary:** Under current law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities. This bill would enact the California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$3,470,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, coastal protection, and outdoor access for all program.
- [AB 151](#)** (**[Burke D](#)**) **California Global Warming Solutions Act of 2006: market-based compliance mechanisms: scoping plan: report.**  
**Current Text:** Amended: 5/2/2017 [Text](#)  
**Introduced:** 1/11/2017  
**Last Amend:** 5/2/2017  
**Status:** 8/24/2017-Ordered to inactive file at the request of Assembly Member Burke.  
**Location:** 8/24/2017-A. INACTIVE FILE  
**Summary:** Would require the State Air Resources Board to report to the appropriate policy and fiscal committees of the Legislature to receive input, guidance, and assistance before adopting guidelines and regulations implementing the scoping plan and a regulation ensuring statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill contains other related provisions and other existing laws.
- [AB 166](#)** (**[Salas D](#)**) **Building Homes and Jobs Act: recording fee: hardship refund.**  
**Current Text:** Amended: 9/8/2017 [Text](#)  
**Introduced:** 1/13/2017  
**Last Amend:** 9/8/2017  
**Status:** 9/8/2017-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on RLS.  
**Location:** 9/8/2017-S. RLS.  
**Summary:** Current law authorizes a fee for recording and indexing every instrument, paper, or notice required or permitted by law to be recorded, not to exceed \$10 for the first page and \$3 for each additional page, to reimburse a county for the costs of specified services relating to recording those documents. Current law authorizes various additional recording fees for specified purposes. This bill would authorize a property owner to request a refund based on hardship of a fee, proposed to be imposed by SB 2, if he or she files a claim with the county recorder, in the county in which the fee was collected, that certifies under penalty of perjury that he or she meets specified criteria related to household income and the fee was levied and collected as part of a transaction to a refinance of the property that was the subject of the recording.
- [AB 339](#)** (**[Mathis R](#)**) **State Water Pollution Cleanup and Abatement Account.**  
**Current Text:** Enrolled: 9/7/2017 [Text](#)  
**Introduced:** 2/7/2017  
**Last Amend:** 4/4/2017  
**Status:** 9/13/2017-Enrolled and presented to the Governor at 4 p.m.  
**Location:** 9/13/2017-A. ENROLLED  
**Summary:** The Porter-Cologne Water Quality Control Act creates the State Water Pollution Cleanup and Abatement Account in the State Water Quality Control Fund and continuously appropriates moneys in the account to the state board for the purposes of cleaning up waste or abating its effects on state waters. Existing law, until July 1, 2018, authorizes the state board to pay these moneys from the account to, among others, a community water system that services a disadvantaged community to be used to assist in addressing urgent drinking water need, among other purposes. This bill would limit the above-described payments to grants, and would delete the July 1, 2018, sunset date. By extending the term of an existing appropriation, this bill would make an appropriation.
- [AB 355](#)** (**[Chu D](#)**) **Water pollution: enforcement.**  
**Current Text:** Amended: 6/7/2017 [Text](#)  
**Introduced:** 2/8/2017

**Last Amend:** 6/7/2017

**Status:** 9/13/2017-Read third time. Passed. Ordered to the Assembly.

**Location:** 9/13/2017-A. DESK

**Summary:** Current law permits the State Water Resources Control Board or regional board, in lieu of assessing all or a portion of the mandatory minimum penalties against a publicly owned treatment works serving a small community, as defined, to elect to require the publicly owned treatment works to spend an equivalent amount towards completion of a compliance project proposed by the publicly owned treatment works if the state board or regional board makes certain findings. Current law, for these purposes, defines "a publicly owned treatment works serving a small community." This bill, for purposes of the exception, would instead define publicly owned treatment works serving a small community as a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship.

**[AB 378](#) ([Garcia, Cristina D](#)) Greenhouse gases, criteria air pollutants, and toxic air contaminants.**

**Current Text:** Amended: 5/30/2017 [Text](#)

**Introduced:** 2/9/2017

**Last Amend:** 5/30/2017

**Status:** 9/11/2017-Reconsideration granted. Ordered to inactive file at the request of Assembly Member Cristina Garcia.

**Location:** 9/11/2017-A. INACTIVE FILE

**Summary:** The California Global Warming Solutions Act requires the State Air Resources Board, when adopting rules and regulations to achieve greenhouse gas emissions reductions beyond the statewide greenhouse gas emissions limit and to protect the state's most impacted and disadvantaged communities, to follow specified requirements, consider the social costs of the emissions of greenhouse gases, and prioritize specified emission reduction rules and regulations. This bill would require the state board to consider and account for the social costs of the emissions of greenhouse gases when adopting those rules and regulations.

**[AB 466](#) ([Bocanegra D](#)) Upper Los Angeles River and Tributaries Working Group.**

**Current Text:** Enrolled: 9/13/2017 [Text](#)

**Introduced:** 2/13/2017

**Last Amend:** 9/1/2017

**Status:** 9/11/2017-Senate amendments concurred in. To Engrossing and Enrolling.

**Location:** 9/11/2017-A. ENROLLMENT

**Summary:** Current law establishes the Santa Monica Mountains Conservancy and prescribes the membership and functions and duties of the conservancy with regard to the acquisition, preservation, and improvement of real property within the Santa Monica Mountains zone, as defined. This bill would establish within the conservancy the Upper Los Angeles River and Tributaries Working Group. The bill would require the Secretary of the Natural Resources Agency, in consultation with the conservancy, and, to the extent they wish to consult, the Los Angeles County Board of Supervisors and the City of Los Angeles, to consider requests from specified local agency representatives to participate in the working group and would authorize them to appoint no more than 23 representatives to the working group.

**[AB 474](#) ([Garcia, Eduardo D](#)) Hazardous waste: spent brine solutions.**

**Current Text:** Enrolled: 9/13/2017 [Text](#)

**Introduced:** 2/13/2017

**Last Amend:** 8/21/2017

**Status:** 9/11/2017-Senate amendments concurred in. To Engrossing and Enrolling.

**Location:** 9/11/2017-A. ENROLLMENT

**Summary:** Current law exempts from certain requirements of the Hazardous Waste Control Law wastes from the extraction, beneficiation, or processing of ores and minerals that are not subject to regulation under the federal Resource Conservation and Recovery Act of 1976, including spent brine solutions used to produce geothermal energy that meet specified requirements. This bill would exempt spent brine solutions that are byproducts of the treatment of groundwater to meet California drinking water standards from those same requirements if certain conditions are met, including that the spent brine solutions are transferred for dewatering via a closed piping system to lined surface impoundments regulated by the California regional water quality control boards.

**[AB 560](#) ([Salas D](#)) Safe Drinking Water State Revolving Fund: project financing: severely disadvantaged communities.**

**Current Text:** Amended: 7/12/2017 [Text](#)

**Introduced:** 2/14/2017

**Last Amend:** 7/12/2017

**Status:** 9/12/2017-Ordered to special consent calendar.

**Location:** 9/12/2017-S. CONSENT CALENDAR

**Calendar:** 9/14/2017 #120 SENATE SPECIAL CONSENT CALENDAR NO. 16

**Summary:** Would, to the extent permitted by federal law, authorize the State Water Resources Control Board to provide grant funding, and principal forgiveness and 0% financing on loans, from the Safe Drinking Water State Revolving Fund to a project for a water system with a service area that qualifies as a severely disadvantaged community if the water system demonstrates that repaying a Safe Drinking Water State Revolving Fund loan with interest would result in unaffordable water rates, as defined.

**[AB 574](#) (Quirk D) Potable reuse.**

**Current Text:** Enrolled: 9/13/2017 [Text](#)

**Introduced:** 2/14/2017

**Last Amend:** 9/1/2017

**Status:** 9/11/2017-Senate amendments concurred in. To Engrossing and Enrolling.

**Location:** 9/11/2017-A. ENROLLMENT

**Summary:** Current law required the State Department of Public Health to, on or before December 31, 2013, adopt uniform water recycling criteria for indirect potable reuse for groundwater recharge. Current law also required the department to develop and adopt uniform water recycling criteria for surface water augmentation, as defined, by December 31, 2016, if a specified expert panel found that the criteria would adequately protect public health, and required the department to investigate the feasibility of developing uniform water recycling criteria for direct potable reuse and to provide a final report on that investigation to the Legislature by December 31, 2016. Current law defined the terms "direct potable reuse" and "surface water augmentation" for these purposes. This bill would specify that "direct potable reuse" includes "raw water augmentation" and "treated drinking water augmentation."

**[AB 979](#) (Lackey R) Local agency formation commissions: district representation.**

**Current Text:** Chaptered: 9/1/2017 [Text](#)

**Introduced:** 2/16/2017

**Last Amend:** 5/15/2017

**Status:** 9/1/2017-Approved by the Governor. Chaptered by Secretary of State - Chapter 203, Statutes of 2017.

**Location:** 9/1/2017-A. CHAPTERED

**Summary:** The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides for the selection of representatives of independent special districts on each local agency formation commission by an independent special district selection committee pursuant to a nomination and election process. This bill would additionally require the executive officer to call and hold a meeting of the special district selection committee upon the adoption of a resolution of intention by the committee relating to proceedings for representation of independent special districts upon the commission pursuant to specified law.

**[AB 1235](#) (Daly D) Santa Ana River Conservancy Program.**

**Current Text:** Amended: 3/28/2017 [Text](#)

**Introduced:** 2/17/2017

**Last Amend:** 3/28/2017

**Status:** 5/26/2017-In committee: Held under submission.

**Location:** 5/3/2017-A. APPR. SUSPENSE FILE

**Summary:** Current law establishes the State Coastal Conservancy with prescribed powers and responsibilities for implementing and administering various programs intended to preserve, protect, and restore the state's coastal areas. Current law also establishes the Santa Ana River Conservancy Program, to be administered by the conservancy, for purposes related to the implementation of projects to restore, preserve, and enhance specified lands in the Santa Ana River region, as defined. This bill would appropriate the sum of \$20,000,000 from the General Fund to the conservancy to be expended for the purposes of the program.

**[AB 1270](#) (Gallagher R) Dams and reservoirs: inspections and reporting.**

**Current Text:** Amended: 9/12/2017 [Text](#)

**Introduced:** 2/17/2017

**Last Amend:** 9/12/2017

**Status:** 9/12/2017-Senate Rule 29.3(b) suspended. (Ayes 39. Noes 0.) From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.

**Location:** 9/8/2017-S. APPR.

**Summary:** Current law requires the Department of Water Resources, from time to time, to make inspections of dams and reservoirs at state expense for the purpose of determining their safety. This bill would repeal those provisions and instead would require the Division of Safety of Dams to inspect dams, reservoirs, and critical appurtenant structures within its jurisdiction once per fiscal year with the exception of low hazard potential dams which the bill would require to receive inspections, at a minimum, every two fiscal years, as specified. The bill would provide that the dam inspection reports



are public records subject to the California Public Records Act.

- [AB 1442](#) (Allen, Travis R) Bonds: transportation: water projects.**  
**Current Text:** Amended: 3/28/2017 [Text](#)  
**Introduced:** 2/17/2017  
**Last Amend:** 3/28/2017  
**Status:** 4/25/2017-In committee: Set, second hearing. Failed passage. Reconsideration granted.  
**Location:** 3/27/2017-A. TRANS.  
**Summary:** Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds received from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds.
- [AB 1668](#) (Friedman D) Water management planning.**  
**Current Text:** Amended: 9/8/2017 [Text](#)  
**Introduced:** 2/17/2017  
**Last Amend:** 9/8/2017  
**Status:** 9/8/2017-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.  
**Location:** 9/6/2017-S. APPR.  
**Summary:** Current law requires the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. Current law requires each urban retail water supplier to develop urban water use targets and an interim urban water use target, as specified. This bill would require the State Water Resources Control Board, in coordination with the Department of Water Resources, to adopt long-term standards for the efficient use of water, as provided, and performance measures for commercial, industrial, and institutional water use on or before June 30, 2021.
- [SB 5](#) (De León D) California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.**  
**Current Text:** Amended: 9/10/2017 [Text](#)  
**Introduced:** 12/5/2016  
**Last Amend:** 9/10/2017  
**Status:** 9/13/2017-Read second time. Ordered to third reading.  
**Location:** 9/13/2017-A. THIRD READING  
**Calendar:** 9/14/2017 #103 ASSEMBLY THIRD READING FILE - SENATE BILLS  
**Summary:** Would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. The bill, upon voter approval, would reallocate \$100,000,000 of the unissued bonds authorized for the purposes of Propositions 1, 40, and 84 to finance the purposes of a drought, water, parks, climate, coastal protection, and outdoor access for all program.
- [SB 49](#) (De León D) California Environmental, Public Health, and Workers Defense Act of 2017.**  
**Current Text:** Amended: 9/12/2017 [Text](#)  
**Introduced:** 12/5/2016  
**Last Amend:** 9/12/2017  
**Status:** 9/12/2017-From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.  
**Location:** 9/11/2017-A. RLS.  
**Summary:** Would require specified agencies to take prescribed actions to maintain and enforce certain requirements and standards pertaining to air, water, and protected species. By imposing new duties on local agencies, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.
- [SB 80](#) (Wieckowski D) California Environmental Quality Act: notices.**  
**Current Text:** Enrolled: 9/13/2017 [Text](#)  
**Introduced:** 1/11/2017  
**Last Amend:** 6/21/2017  
**Status:** 9/11/2017-Assembly amendments concurred in. (Ayes 29. Noes 7.) Ordered to engrossing and enrolling.  
**Location:** 9/11/2017-S. ENROLLMENT  
**Summary:** The California Environmental Quality Act requires the lead agency to mail certain notices to

persons who have filed a written request for notices. The act provides that if the agency offers to provide the notices by email, upon filing a written request for notices, a person may request that the notices be provided to him or her by email. This bill would require the lead agency to post those notices on the agency's Internet Web site. The bill would require the agency to offer to provide those notices by email. Because this bill would increase the level of service provided by a local agency, this bill would impose a state-mandated local program.

**[SB 193](#) (Cannella R) Monterey County Water Resources Agency: Lake Nacimiento and Lake San Antonio: white bass.**

**Current Text:** Amended: 6/8/2017 [Text](#)

**Introduced:** 1/30/2017

**Last Amend:** 6/8/2017

**Status:** 6/8/2017-From committee with author's amendments. Read second time and amended. Re-referred to Com. on N.R. & W.

**Location:** 6/8/2017-S. N.R. & W.

**Summary:** Current law makes it unlawful to place, plant, or cause to be placed or planted, in any of the waters of this state, any live fish, any fresh or salt water animal, or any aquatic plant, whether taken without or within the state, without first submitting it for inspection to, and securing the written permission of, the Department of Fish and Wildlife. Current law also makes it unlawful to transport or possess any live white bass, whether taken within or without the state, unless it is first submitted for inspection to, and written permission is obtained from, the department. This bill would exempt the movement of white bass between Lake Nacimiento and Lake San Antonio through the interlake underground tunnel or pipeline from the above-described provisions relating to fish and wildlife.

**[SB 231](#) (Hertzberg D) Local government: fees and charges.**

**Current Text:** Enrolled: 9/1/2017 [Text](#)

**Introduced:** 2/2/2017

**Last Amend:** 4/19/2017

**Status:** 9/6/2017-Enrolled and presented to the Governor at 3 p.m.

**Location:** 9/6/2017-S. ENROLLED

**Summary:** Articles XIIIC and XIID of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. Current law, the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with Articles XIIIC and XIID of the California Constitution and defines terms for these purposes. This bill would define the term "sewer" for these purposes. The bill would also make findings and declarations relating to the definition of the term "sewer" for these purposes.

**[SB 564](#) (McGuire D) Joint powers authorities: Water Bill Savings Act.**

**Current Text:** Enrollment: 9/12/2017 [Text](#)

**Introduced:** 2/17/2017

**Last Amend:** 8/31/2017

**Status:** 9/12/2017-Assembly amendments concurred in. (Ayes 38. Noes 0.) Ordered to engrossing and enrolling.

**Location:** 9/12/2017-S. ENROLLMENT

**Summary:** Would enact the Water Bill Savings Act, which would authorize a joint powers authority to provide funding for a customer of a local agency in the Counties of Alameda, Contra Costa, Los Angeles, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma or its publicly owned utility to acquire, install, or repair a water efficiency improvement on the customer's property served by the local agency or its publicly owned utility. The bill would require the customer to repay the authority through an efficiency charge on the customer's water bill to be established and collected by the local agency or its publicly owned utility on behalf of the authority pursuant to a servicing agreement.

**[SB 606](#) (Skinner D) Water management planning.**

**Current Text:** Amended: 9/6/2017 [Text](#)

**Introduced:** 2/17/2017

**Last Amend:** 9/6/2017

**Status:** 9/13/2017-Assembly Rule 96 suspended. Withdrawn from committee. Ordered to third reading.

**Location:** 9/13/2017-A. THIRD READING

**Calendar:** 9/14/2017 #107 ASSEMBLY THIRD READING FILE - SENATE BILLS

**Summary:** Current law requires the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. Current law requires each urban retail water supplier to develop urban water use targets and an interim urban water use target, as specified. The bill would require an urban retail water supplier to calculate an urban water use objective no later than July 1, 2022, and by July 1 every year thereafter, and its actual urban water use by those same dates.

**SB 623**

**(Monning D) Water quality: Safe and Affordable Drinking Water Fund.**

**Current Text:** Amended: 8/21/2017 [Text](#)

**Introduced:** 2/17/2017

**Last Amend:** 8/21/2017

**Status:** 9/1/2017-From committee: Without recommendation. (Ayes 11. Noes 0.) (September 1) Re-referred to Com. on RLS.

**Location:** 9/1/2017-A. RLS.

**Summary:** Would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the board to administer the fund to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. The bill would authorize the state board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, bequests, and settlements from parties responsible for contamination of drinking water supplies.

**SCA 4**

**(Hertzberg D) Water conservation.**

**Current Text:** Introduced: 2/2/2017 [Text](#)

**Introduced:** 2/2/2017

**Status:** 2/16/2017-Referred to Com. on RLS.

**Location:** 2/2/2017-S. RLS.

**Summary:** The California Constitution requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that the waste or unreasonable use or unreasonable method of use of water be prevented. This measure would declare the intent of the Legislature to amend the California Constitution to provide a program that would ensure that affordable water is available to all Californians and to ensure that water conservation is given a permanent role in California's future.

**SCA 10**

**(Moorlach R) Public employee retirement benefits.**

**Current Text:** Introduced: 2/17/2017 [Text](#)

**Introduced:** 2/17/2017

**Status:** 6/20/2017-June 26 set for first hearing canceled at the request of author.

**Location:** 3/2/2017-S. P.E. & R.

**Summary:** Would prohibit a government employer from providing public employees any retirement benefit increase until that increase is approved by a 2/3 vote of the electorate of the applicable jurisdiction and that vote is certified. The measure would define retirement benefit to mean any postemployment benefit and would define benefit increase as any change that increases the value of an employee's retirement benefit. The measure would define a government employer to include, among others, the state and any of its subdivisions, cities, counties, school districts, special districts, the Regents of the University of California, and the California State University.

**Total Measures: 25**

**Total Tracking Forms: 25**