

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

**REGULAR BOARD MEETING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
VICTORVILLE CITY HALL, CONFERENCE ROOM D
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, March 19, 2026
Open Session 8:30 a.m. NO CLOSED SESSION**

VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.

Call to Order Gregg

Roll Call Casteel

Public Comment (Government Code Section 54954.3) Gregg

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker's card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Possible Conflicts of Interest Gregg

Consent Calendar

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staffmember or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

1. **Receive, Approve and File Minutes** Casteel
 - Regular Board Meeting 2-19-2026
2. **Receive, Approve and File February 2026 Disbursement** Wang
 - February 2026

Action Items

3. **Recommendation to approve Resolution 2026-03 adopting the 2026 Rate Study prepared by Water Resources Economics, LLC** Wang

It is recommended that the Board of Commissioners Adopt Resolution 2026-03 adopting the 2026 rate study prepared by Water Resources Economics, LLC.

Public Hearing

Gregg

4. First Reading of Ordinance 001
5. First Reading of Ordinance 002

Action Items

Gregg

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

6. **Recommendation To Adopt Resolution 2026-04 To Amend Flow Billing Percentages And Approve The Flow Billing Rates As Measured By Ads Environmental Services, Inc. And Approved By Member Agency Staff** Wang

It is recommended that the Board of Commissioners adopt Resolution 2026-04 to amend flow billing percentages and approve the flow billing rates as measured by ADS Environmental Services, Inc. and approved by member agency staff.

7. **Adoption Of Resolution 2026-05 Approving An Amendment To Section 7.22 (Stability Pay) In The Personnel Rules And Regulations To Ensure Compliance With CalPERS Requirements** Wang

It is recommended that the Board of Commissioners adopt Resolution 2026-05 to approve the amendment to the Victor Valley Wastewater Reclamation Authority's ("VWVRA") Personnel Rules and Regulations section 7.22 (stability pay) to ensure compliance with CalPERS requirements.

8. **Recommendation To Adopt Resolution 2026-06 To Amend The Unforeseeable Emergency Vacation Cash Out Policy To Include Compensatory Time** Wang

It is recommended that the Board of Commissioners adopt Resolution 2026-06 to amend the Unforeseeable Emergency Vacation Cash Out Policy to include compensatory time as an additional option for emergency financial relief.

9. **Recommendation to Authorize the General Manager to execute an agreement with Tom Dodson & Associates (TDA) for The Ossum Wash Interceptor Project CEQA compliance and regulatory permitting support in an amount not to exceed \$88,000.00, pending legal review and approval of the contract** Laari

It is recommended that the Board of Commissioners authorize the General Manager to execute an agreement with Tom Dodson & Associates (TDA) for The Ossum Wash Interceptor Project CEQA compliance and regulatory permitting support in an amount not to exceed \$88,000.00, pending legal review and approval

of the contract

10. **Recommendation to authorize the General Manager to approve the sole source purchase of nine (9) sludge flow meters for the Regional Plant at a cost not to exceed \$93,451.05** Wang

It is recommended that the Board authorize the General Manager to approve the sole source (Exhibit 1) purchase of nine sludge flow meters for the Regional Plant in an amount not to exceed \$93,451.05 (Exhibit 2)

Staff Reports

11. - General Managers Report Poulsen

Adjournment

Gregg

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

Agenda posting

Government Code Section 54954.2

This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at www.vvwra.com.

Items Not Posted

Government Code Section 54954.2(b)

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Items Continued

Government Section 54954.2(b)(3)

Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting

Meeting Adjournment

This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice

<i>VVWRA's Board Meeting packets and agendas are available for review on its website at www.vvwra.com. The website is updated on Friday preceding any regularly scheduled board meeting.</i>



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Agenda Item

TO: VWVRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: March 19, 2026

Receive, Approve and File Minutes

SUBJECT:

- **Regular Board Meeting 2-19-2026**

Attachments

2026.02.19 Minutes

**MINUTES OF MEETING
MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)
February 19, 2026**

CALL TO ORDER: Chair Gregg called the meeting to order at 8:04 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

CITY OF HESPERIA	Cameron Gregg, Chair
ORO GRANDE (CSA 42) AND	Dakota Higgins, Vice-Chair
SPRING VALLEY LAKE (CSA 64)	
TOWN OF APPLE VALLEY	Art Bishop, Secretary
CITY OF VICTORVILLE	Tiffany Gaudin, Treasurer

VWVRA Staff and Legal Counsel:

Darron Poulsen, General Manager	Latif Laari, Director of Engineering & Environmental Compliance
Kody Tompkins, Assistant General Manager	Xiwei Wang, Director of Finance
Kristi Casteel, Executive Assistant	Cycle Palazzo, Management Analyst
Piero Dallarda, Legal Counsel (BB&K)	Kyle Parker, Lead Accountant
Hillary Chavez, Administrative Aide	Kalin Westover, Operations Supervisor
David Wylie, Safety & Communications Officer	

Guests

Guy Eisenberg, Town of Apple Valley	Scott Webb, City of Victorville
Daniel Best, City of Victorville	Jenele Davidson, City of Victorville
Cassandra, Sanchez, City of Hesperia	Freddy Bonilla, City of Victorville
Rachel Molina, City of Hesperia	

CLOSED SESSION

NONE

REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Gregg called the meeting to order at 8:30 AM.

PUBLIC COMMENTS- REGULAR SESSION AGENDA

POSSIBLE CONFLICT OF INTEREST

NONE

CONSENT CALENDAR:

- 2. Receive, Approve, and File Minutes, January 29, 2026 Regular Meeting**
- 3. Receive, Approve and File January 2026 Disbursement**

Moved: Commissioner Higgins

Second: Commissioner Gaudin

Approval of the Consent Calendar Items 2 and 3.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

REPORTS & PRESENTATIONS

- 4. Rate Study Presentation**

Xiwei Wang gave a presentation on the Rate Study

ACTION ITEMS

- 5. Recommendation to Approve the Assistant General Manager Contract**

It is recommended that the Board of Commissioners approve the Assistant General Managers Contract

Moved: Chair Gregg

Second: Commissioner Higgins

Approval of the Assistant General Managers Contract

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

- 6. Recommendation to authorize the General Manager to approve the purchase of new headworks equipment, using the formal bidding process, from JWC Environmental for an amount not to exceed \$1,000,000.**

It is recommended that the Board of Commissioners authorize the general manager to approve the purchase of new headworks equipment, using the formal bidding process, from JWC Environmental for an amount not to exceed \$1,000,000.

Moved: Commissioner Higgins

Second: Commissioner Gaudin

Approval to authorize the general manager to approve the purchase of new headworks equipment, using the formal bidding process, from JWC Environmental for an amount not to exceed \$1,000,000.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

- 7. Recommendation to approve a change order for the replacement of electrical metering equipment and removal of obsolete switchboard components to complete the Regional Plant Emergency Generators Controls Upgrade, in a total amount not to exceed \$60,724.00.**

It is recommended that the Board of Commissioners approve a change order in an amount not to exceed \$60,724 (Exhibit 1) for the replacement of electrical metering equipment and removal of obsolete switchboard components necessary to complete the Regional Plant Emergency Generator Controls Upgrade Project.

Moved: Commissioner Higgins

Second: Commissioner Nassif

Approval for a change order in an amount not to exceed \$60,724 (Exhibit 1) for the replacement of electrical metering equipment and removal of obsolete switchboard components necessary to complete the Regional Plant Emergency Generator Controls Upgrade Project.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

- 8. Recommendation to adopt Resolution 2026- 02 to amend the VVWRA procurement policy and to establish the limits for the purchasing authority of the newly created position of Assistant General Manager.**

It is recommended that the Board of Commissioners adopt Resolution 2026-02 to amend the VVWRA procurement policy and to establish the limits for the purchasing authority of the newly created position of Assistant General Manager.

Moved: Commissioner Higgins

Second: Commissioner Bishop

Adoption of Resolution 2026-02 to amend the VVWRA procurement policy and to establish the limits for the purchasing authority of the newly created position of Assistant General Manager.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

9. **Recommendation to authorize the General Manager to award a contract to NBJSOFT for the purchase and implementation of a new Water Information Management System (WIMS) to replace VVWRA's existing Operator10 and Synexus software. The total contract amount is \$146,900, which includes \$111,900 for a three-year subscription and \$35,000 for one-time implementation, pending final agreement review and approval.**

It is recommended that the Board of Commissioners authorize the General Manager to award a contract to NBJSOFT for the purchase and implementation of a new Water Information Management System (WIMS) to replace VVWRA's existing Operator10 and Synexus software. The total contract amount is \$146,900, which includes \$111,900 for a three-year subscription and \$35,000 for one-time implementation, pending final agreement review and approval. This recommendation is based on a comprehensive evaluation of five responsive proposals received through a competitive Request for Proposals (RFP) process that concluded on November 10, 2025.

Moved: Commissioner Higgins

Second: Commissioner Bishop

Approval to authorize the General Manager to award a contract to NBJSOFT for the purchase and implementation of a new Water Information Management System (WIMS) to replace VVWRA's existing Operator10 and Synexus software. The total contract amount is \$146,900, which includes \$111,900 for a three-year subscription and \$35,000 for one-time implementation, pending final agreement review and approval. This recommendation is based on a comprehensive evaluation of five responsive proposals received through a competitive Request for Proposals (RFP) process that concluded on November 10, 2025.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Bishop- Yes

Commissioner Gaudin - Yes

Motion passed by a 4-0 roll call vote

STAFF REPORTS

Accepted as submitted

REPORT FROM CLOSED SESSION

Nothing to report

ADJOURNMENT

VVWRA Meeting Minutes
Thursday, February 19, 2026
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APPROVAL:

DATE: *March 19, 2026* **BY:** _____
Approved by Scott Nassif Secretary
VVWRA Board of Commissioners



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Agenda Item

TO: VWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: March 19, 2026

Receive, Approve and File February 2026 Disbursement

SUBJECT:

- February 2026

Attachments

Disbursement



Victor Valley Wastewater Reclamation Authority

A Joint Powers Authority and Public Agency of the State of California

Administrative Offices

20111 Shay Road, Victorville, CA 92394

Telephone: (760) 246-8638

Fax: (760) 948-9897

e-mail: mail@vwwra.com

DATE: March 19, 2026

TO: Darron Poulsen
General Manager

FROM: Xiwei Wang
Director of Finance

SUBJECT: Cash Disbursements Register

RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

BACKGROUND

The Cash Disbursements Register totals represented below are for the month of FEBRUARY 2026, check numbers 126537-1265583 and ACH's.

<i>Accounts Payable</i>		<i>Payroll</i>	<i>Total</i>
<i>Checks</i>	<i>ACH's and EFT's</i>		
<i>\$413,666.76</i>	<i>\$3,262,808.28</i>	<i>\$609,414.21</i>	<i>\$4,285,889.25</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 02/1/2026 through 02/28/2026

Vendor Name	Payment #	Date	Total
Abb Inc	126537	02/04/2026	10,516.25
Adscot Pest Control, Inc.	126538	02/04/2026	1,596.00
B&D Construction Co., Inc	126539	02/04/2026	521.00
Brigit Bennington	126540	02/04/2026	100.00
Graham Equipment	126541	02/04/2026	35,000.00
Multi W Systems, Inc	126542	02/04/2026	2,043.22
Napa Victorville	126543	02/04/2026	467.39
Nassif, Scott	126544	02/04/2026	100.00
Quill Corporation	126545	02/04/2026	175.25
Safety-Kleen Systems Inc.	126546	02/04/2026	233.39
Uline, Inc.	126547	02/04/2026	790.79
Gemel, Aaron	126548	02/05/2026	215.00
Answering 365	126549	02/11/2026	194.75
Big Sky Electric	126550	02/11/2026	17,888.00
Core & Main Lp	126551	02/11/2026	481.65
Fibracast Ltd	126552	02/11/2026	25,000.00
Freeus Llc	126553	02/11/2026	749.50
Graham Equipment	126554	02/11/2026	26,495.00
Hesperia Hose Supply	126555	02/11/2026	401.57
Konica Minolta Business Solutions	126556	02/11/2026	262.93
Multi W Systems, Inc	126557	02/11/2026	1,646.21
Napa Victorville	126558	02/11/2026	289.46
Quill Corporation	126559	02/11/2026	74.23
Rain For Rent	126560	02/11/2026	2,716.40
Safety-Kleen Systems Inc.	126561	02/11/2026	1,328.29
Tnemec Company, Inc	126562	02/11/2026	2,835.27
United Rentals Northwest, Inc	126563	02/11/2026	132,435.03
City Of Victorville / Utility Billing	126564	02/18/2026	12.03
Dell Inc.	126565	02/18/2026	24,061.50
Guardian	126566	02/18/2026	576.10
High Desert Lock & Safe	126567	02/18/2026	598.93
Lsm Pumps Usa Inc	126568	02/18/2026	36,738.60
Napa Victorville	126569	02/18/2026	612.93
Quill Corporation	126570	02/18/2026	12.72
Parker, Kyle	126571	02/19/2026	2,391.41
Big Sky Electric	126572	02/24/2026	44,004.00
City Of Victorville / Utility Billing	126573	02/24/2026	20,195.73
Edenbros, Llc	126574	02/24/2026	7,044.97
Golf Cars Of Riverside	126575	02/24/2026	566.90
Graham Equipment	126576	02/24/2026	3,565.00
High Desert Lock & Safe	126577	02/24/2026	1,236.89
Motion Industries, Inc.	126578	02/24/2026	2,940.49
Napa Victorville	126579	02/24/2026	1,346.86
Quill Corporation	126580	02/24/2026	135.41
Safety-Kleen Systems Inc.	126581	02/24/2026	560.78
Uline, Inc.	126582	02/24/2026	1,490.23
United Rentals Northwest, Inc	126583	02/24/2026	1,018.70
		Total Checks	\$ 413,666.76
Beck Oil, Inc.	24356	02/05/2026	\$ 62.35
Biogas Power Systems- Mojave, Llc	24357	02/05/2026	\$ 64,119.27
Cdw Government, Inc	24358	02/05/2026	\$ 295.91
Cintas Corporation	24359	02/05/2026	\$ 1,036.56
Collicutt Energy Services Inc	24360	02/05/2026	\$ 4,724.34
Enriquez, Daniel	24361	02/05/2026	\$ 215.00
Gemel, Aaron	24362	02/05/2026	\$ 215.00
Gemel, Aaron	24362	02/05/2026	\$ (215.00)

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 02/1/2026 through 02/28/2026

Vendor Name	Payment #	Date	Total
Grainger	24363	02/05/2026	\$ 4,626.52
Hach Company	24364	02/05/2026	\$ 2,160.87
Hawthorne Power Systems	24365	02/05/2026	\$ 469.65
Higgins, Dakota	24366	02/05/2026	\$ 100.00
Laari, Latif	24367	02/05/2026	\$ 215.00
Mcmaster-Carr Supply Co.	24368	02/05/2026	\$ 2,583.46
Ndk Chem, Inc.	24369	02/05/2026	\$ 6,134.20
Procurement Consulting Services, Llc.	24370	02/05/2026	\$ 1,750.00
Prudential Overall Supply	24371	02/05/2026	\$ 911.68
Sturdivan Emergency Management Llc	24372	02/05/2026	\$ 7,428.58
American Express	24373	02/13/2026	\$ 24,381.44
Best, Best & Krieger, L.L.P.	24374	02/13/2026	\$ 52,039.71
Brenntag Pacific, Inc	24375	02/13/2026	\$ 3,445.23
Cintas Corporation	24376	02/13/2026	\$ 84.63
Elogger Inc.	24377	02/13/2026	\$ 5,600.01
Grainger	24378	02/13/2026	\$ 7,822.34
Larry Walker Associates	24379	02/13/2026	\$ 2,199.50
Lawrence Roll Up Doors, Inc.	24380	02/13/2026	\$ 2,392.88
Mcmaster-Carr Supply Co.	24381	02/13/2026	\$ 506.76
Ndk Chem, Inc.	24382	02/13/2026	\$ 12,588.06
Prudential Overall Supply	24383	02/13/2026	\$ 912.13
Royal Industrial Solutions	24384	02/13/2026	\$ 3,198.73
T-Mobile	24385	02/13/2026	\$ 116.76
Tomorrow'S Talent	24386	02/13/2026	\$ 3,500.00
Walters Wholesale Electric	24387	02/13/2026	\$ 2,048.70
Alumichem Usa Inc	24388	02/19/2026	\$ 10,670.55
Anaergia Technologies, Llc	24389	02/19/2026	\$ 10,210.56
Anthony, Donna	24390	02/19/2026	\$ 264.31
Applied Maintenance Supplies & Solution	24391	02/19/2026	\$ 4,944.53
Beck Oil, Inc.	24392	02/19/2026	\$ 55.14
Billings, Richard	24393	02/19/2026	\$ 409.00
Brightview Landscape Services Inc	24394	02/19/2026	\$ 6,299.82
Castro, Moises	24395	02/19/2026	\$ 200.00
Correia, Linda	24396	02/19/2026	\$ 409.00
Culligan Water Conditioning	24397	02/19/2026	\$ 996.60
Dagnino, Roy	24398	02/19/2026	\$ 409.00
Davis, Tim	24399	02/19/2026	\$ 409.00
Flint, Terrie Gossard	24400	02/19/2026	\$ 409.00
Grainger	24401	02/19/2026	\$ 790.80
Gyurcsik, Darline	24402	02/19/2026	\$ 409.00
Henning, Antionette	24403	02/19/2026	\$ 1,980.49
Hinojosa, Thomas	24404	02/19/2026	\$ 409.00
Keniston, Olin	24405	02/19/2026	\$ 409.00
Main, Randy	24406	02/19/2026	\$ 409.00
Mcgee, Mark	24407	02/19/2026	\$ 409.00
Mcgrath Rentcorp	24408	02/19/2026	\$ 7,599.19
Mcmaster-Carr Supply Co.	24409	02/19/2026	\$ 659.55
Montgomery, Lillie	24410	02/19/2026	\$ 319.29
Nalian, L. Christina	24411	02/19/2026	\$ 319.29
Nave, Patrick	24412	02/19/2026	\$ 409.00
Ndk Chem, Inc.	24413	02/19/2026	\$ 28,600.55
Prudential Overall Supply	24414	02/19/2026	\$ 912.13
U.S. Bank	24415	02/19/2026	\$ 23,130.06
Walters Wholesale Electric	24416	02/19/2026	\$ 496.48
2G Energy Inc.	24417	02/25/2026	\$ 5,862.66
Adt Commercial	24418	02/25/2026	\$ 613.11
Applied Maintenance Supplies & Solution	24419	02/25/2026	\$ 1,418.17

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 02/1/2026 through 02/28/2026

Vendor Name	Payment #	Date	Total
Babcock Laboratories, Inc.	24420	02/25/2026	\$ 21,229.55
Cdw Government, Inc	24421	02/25/2026	\$ 4,406.28
Cintas Corporation	24422	02/25/2026	\$ 635.03
Cottrell, Chase	24423	02/25/2026	\$ 1,265.00
Emcor Service Mesa Energy Systems	24424	02/25/2026	\$ 5,734.00
Fha Services, Inc.	24425	02/25/2026	\$ 9,495.00
G.A. Osborne Pipe & Supply	24426	02/25/2026	\$ 1,603.00
Grainger	24427	02/25/2026	\$ 6,801.35
Hach Company	24428	02/25/2026	\$ 7,797.87
Howden Usa Company	24429	02/25/2026	\$ 9,564.35
Mcmaster-Carr Supply Co.	24430	02/25/2026	\$ 2,380.91
Michael'S Auto Detail	24431	02/25/2026	\$ 840.00
Muniquip Llc	24432	02/25/2026	\$ 4,006.31
Ndk Chem, Inc.	24433	02/25/2026	\$ 2,000.00
Prudential Overall Supply	24434	02/25/2026	\$ 900.58
Quinn Company	24435	02/25/2026	\$ 1,272.84
Royal Industrial Solutions	24436	02/25/2026	\$ 6,352.02
Siemens Industry Inc.	24437	02/25/2026	\$ 4,183.61
Underground Service Alert Of Southern California	24438	02/25/2026	\$ 121.80
Walters Wholesale Electric	24439	02/25/2026	\$ 2,039.29
Xylem Water Solutions	24440	02/25/2026	\$ 21,199.13
Konica Minolta Business Solutions	DFT05204	02/05/2026	\$ 391.50
Lincoln Financial Group	DFT05205	02/04/2026	\$ 6,637.69
Lincoln Financial Group	DFT05206	02/04/2026	\$ 78.83
Principal Life Ins. Co.	DFT05207	02/04/2026	\$ 3,622.38
Southwest Gas Company	DFT05208	02/04/2026	\$ 103,322.47
Spectrum (Prev. Charter Communications)	DFT05209	02/04/2026	\$ 5,562.43
State Water Resources Control Board	DFT05210	02/04/2026	\$ 1,462,850.30
State Water Resources Control Board	DFT05211	02/04/2026	\$ 1,024,950.85
Town Of Apple Valley	DFT05212	02/04/2026	\$ 420.00
Nationwide Retirement Solutions	DFT05213	02/06/2026	\$ 900.00
Flyers Energy, Llc	DFT05217	02/12/2026	\$ 2,137.04
Liberty Utilities	DFT05218	02/12/2026	\$ 163.06
Southern California Edison	DFT05219	02/12/2026	\$ 866.42
Southwest Gas Company	DFT05220	02/12/2026	\$ 32.28
Southwest Gas Company	DFT05221	02/12/2026	\$ 90.37
Southwest Gas Company	DFT05222	02/12/2026	\$ 91.96
Ups	DFT05223	02/12/2026	\$ 168.02
Nationwide Retirement Solutions	DFT05224	02/20/2026	\$ 900.00
At&T Mobility	DFT05227	02/25/2026	\$ 218.70
Flyers Energy, Llc	DFT05228	02/25/2026	\$ 1,696.27
Lincoln Financial Group	DFT05229	02/25/2026	\$ 6,716.33
Lincoln Financial Group	DFT05230	02/25/2026	\$ 78.83
Principal Life Ins. Co.	DFT05231	02/25/2026	\$ 4,030.01
Southern California Edison	DFT05232	02/25/2026	\$ 25,560.82
Southern California Edison	DFT05233	02/25/2026	\$ 1,946.49
Southern California Edison	DFT05234	02/25/2026	\$ 26,439.60
Southern California Edison	DFT05235	02/25/2026	\$ 120,254.98
Spectrum (Prev. Charter Communications)	DFT05236	02/25/2026	\$ 5,561.47
Ups	DFT05237	02/25/2026	\$ 91.93
Enterprise Fm Trust	DFT05238	02/25/2026	\$ 14,686.78
Total EFT's and ACH			\$ 3,262,808.28

Approved



Total Checks	\$ 413,666.76
Total EFT's and ACH	\$ 3,262,808.28
Total Payroll - February 2026	\$ 609,414.21
Total	\$ 4,285,889.25



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Xiwei Wang, Accounting Supervisor

DATE: March 19, 2026

SUBJECT: **Recommendation to approve Resolution 2026-03 adopting the 2026 Rate Study prepared by Water Resources Economics, LLC**

Fiscal Impact

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners Adopt Resolution 2026-03 adopting the 2026 rate study prepared by Water Resources Economics, LLC.

PREVIOUS ACTION(S)

NONE

BACKGROUND INFORMATION

The consideration of raising the user rates is an important part of the fiscal responsibility of a public agency. As the regional wastewater treatment authority VVWRA is committed to protecting the environment and providing an essential service to the public. VVWRA's previous rate study, completed in fiscal year (FY) 2025, implemented a 15.0% rate increase for the second half of FY 2025 and an additional 15.0% increase for the entirety of FY 2026. While those adjustments addressed near term operational needs, they are not sufficient to support VVWRA's long range capital program. From FY 2027 through FY 2031, the Capital Improvement Program (CIP) requires a total of \$50.3 million in funding, and the current FY 2026 rate structure does not generate enough revenue to support these essential projects. As a result, a new rate study is completed by Water Resources Economics, LLC to evaluate VVWRA's long term financial requirements and to establish a plan to adequately fund the upcoming capital projects.

The rate study provides a comprehensive five year financial plan that includes three years of proposed rate adjustments and two additional years of financial projections for the User Charge Fund and the Connection Fee Fund. For the User Charge Fund, the rate study proposes a 7.0% increase in FY 2027, followed by 5.0% increases in FY 2028 and FY 2029. The financial plan also incorporates approximately \$15 million in external financing to smooth the rate impacts associated with major CIP expenditures and to avoid significant single year increases that would otherwise burden ratepayers. For the Connection Fee Fund, the rate study proposes three years of adjustments based on the published figure of the California Construction Cost Index (CCCI).

The rate study presentation has been accepted by both the Internal Finance Committee and the External Finance Committee. In addition, staff met with the Building Industry Association of Southern California (BIASC) representatives regarding the proposed Connection Fee adjustments and received their support for the recommended approach. A comprehensive presentation was presented to the Board on February 19, 2026, during which the Board agreed to the BIASC's request that the maximum rate of increase for Connection Fee charges per EDU for each fiscal year be limited to 5.0%, with any excess percentage over 5.0% to carry over to the next fiscal year.

It is for these reasons that VVWRA staff is recommending that the Board of Commissioners adopt Resolution 2026-03 adopting the 2026 rate study prepared by Water Resources Economics, LLC.

Attachments

Resolution

RESOLUTION 2026 - 03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO ADOPT RATE STUDY BY WATER RESOURCES ECONOMICS

WHEREAS, the Victor Valley Wastewater Reclamation Authority (“Authority”) is a Joint Powers Authority and Public Agency of the State of California established in 1978 that provides regional wastewater treatment to a designated Service Area;

WHEREAS, an amendment to the Victor Valley Regional Wastewater Service Agreement was made and entered into as of August 1, 2005, by and between the Authority and the City of Victorville, the City of Hesperia, the Town of Apple Valley, and the County of San Bernardino Service Areas No. 42 (Oro Grande) and No. 64 (Spring Valley Lake), collectively referred to as “Member Entities”; and

WHEREAS, the Authority provides wastewater treatment service to the Member Entities and issues monthly flow billings to the Member Entities based upon the number of gallons of flow received from each Entity;

WHEREAS, on February 19, 2026, a proposed Financial Plan (the “Financial Plan”) prepared by Water Resources Economics was presented to the Board of Commissioners at a duly noticed regular meeting;

WHEREAS, after consideration of the Financial Plan, the Board of Commissioners directed VVWRA staff to finalize a rate study based on the Financial Plan;

WHEREAS, a Rate Study was completed by Water Resources Economics in March 2026 to evaluate future VVWRA users fee revenues necessary to fund both regular operations and capital improvements (the “Rate Study”);

WHEREAS, the Rate Study has determined that an increase is necessary in the user fees collected by VVWRA to ensure that regular operations are adequately funded;

WHEREAS, the Rate Study has also determined that an increase is necessary in the amount currently collected by VVWRA for connection fees in order to ensure the ongoing ability of VVWRA to increase the capacity of the VVWRA sewerage system to meet regulatory requirements, growth and necessary related capital projects;

WHEREAS, a true and accurate copy of the Rate Study is attached hereto as Exhibit “A” and is incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority that:

SECTION 1. the Victor Valley Wastewater Reclamation Authority hereby receive,

approve and adopt the 2026 Rate Study attached hereto as Exhibit “A”.

SECTION 2: Execution of Resolution. The Chair of the Commission will sign this Resolution, and the Secretary of the Commission will certify, this Resolution was duly and properly adopted by the Commission.

RECEIVED, APPROVED AND ADOPTED this 19TH day of March, 2026.

Cameron Gregg, Chair
VWRA Board of Commissioners

ATTEST:

Scott Nassif, Secretary
VWRA Board of Commissioners

APPROVED AS TO FORM:

Piero Dallarda of
Best Best & Krieger LLP, Counsel VWRA

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on March 19, 2026.

Kristi Casteel – Clerk of the Board

EXHIBIT A

Resolution 2026-03

Victor Valley Wastewater Reclamation Authority

2026 Wastewater Rate Study
Final Report – March 2026

Prepared by: Wastewater Resources Economics, LLC



**Water Resources
Economics**

PROMOTING THE VALUE AND PRICE OF
WATER SERVICE

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March 12, 2026

Xiwei Wang, CPA MSA
Director of Finance and Procurement
Victor Valley Wastewater Reclamation Authority
20111 Shay Road
Victorville, CA 92394

Subject: Victor Valley Wastewater Reclamation Authority 2026 Rate Study Report

Dear Mr. Wang,

Wastewater Resources Economics, LLC (WRE) is pleased to submit this 2026 Wastewater Rate Study Report to Victor Valley Wastewater Reclamation Authority (Authority). This report documents the results and recommendations of the 2026 Rate Study. The goal of the study was to develop an updated three-year schedule of wastewater rates that will sufficiently fund the Authority's wastewater system expenses and help the Authority to meet its financial goals.

This study utilized industry-standard rate-setting methodology and incorporates guidance provided by the Authority's Board of Commissioners and staff. Our project team has a proven record of developing fair and equitable wastewater rates for numerous public wastewater agencies in California over the past 25 years. We are confident in our ability to develop sound wastewater rates that are defensible and equitable.

It has been a pleasure assisting the Authority, and we appreciate the support provided by yourself and other staff during this study.

Sincerely,

Sanjay Gaur
President

Hannah Phan
Principal Consultant

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1. EXECUTIVE SUMMARY

1.1 SYSTEM OVERVIEW

Victor Valley Wastewater Reclamation Authority (Authority) operates as a Joint Powers Authority (JPA) formed in 1977 to provide wastewater treatment services to member agencies within a 279 square mile service area. The JPA is governed by representatives from its four member agencies, which include the Town of Apple Valley, City of Hesperia, City of Victorville, and County of San Bernardino Special District Service Areas No. 42 (Oro Grande) and No. 64 (Spring Valley Lake), as well as Mojave Narrows Park. Wastewater flows are delivered to the Authority for treatment, and the Authority recovers treatment costs through regional wastewater user charges assessed to the member agencies based on measured flows.

The Authority operates a Regional Wastewater Treatment Plant in Victorville in addition to two additional sub-regional Wastewater Reclamation Plants in Apple Valley and Hesperia. Treated wastewater is discharged into the Mojave River or utilized for irrigative purposes.

1.2 RATE STUDY OVERVIEW

The Authority conducted this rate study to ensure the long-term financial stability of the regional wastewater system while continuing to meet regulatory requirements, maintain aging infrastructure, and support planned capital improvements. This study evaluates current revenues, projected operating costs, and upcoming capital investments to determine whether existing rates are sufficient to sustain operations and maintain prudent financial reserves.

The Authority engaged Wastewater Resources Economics, LLC (WRE) in 2025 to conduct a comprehensive wastewater rate study, with the following objectives:

- Develop a five-year financial plan to meet financial targets for Fiscal Year (FY) 2027¹ to FY 2031
- Develop a three-year wastewater user charge schedule for FY 2027 through FY 2029

1.3 ADDITIONAL INFORMATION AND DISCLAIMERS

This report summarizes the data, analyses, processes, and results of the Authority's wastewater rate study. Some important information to keep in mind when reading the report includes the following:

- All study projections are based on the best available data as of January 29, 2026.
- All table values are rounded to the nearest digit shown unless stated otherwise. However, all calculations are based on precise values. Attempting to manually replicate

¹ FY 2027 is the fiscal year starting July 1, 2026 and ending June 30, 2027.

Victor Valley Wastewater Reclamation Authority 2026 Wastewater Rate Study

the calculations described in this report from the values displayed in tables may therefore produce slightly different results.

- All current and proposed rates and charges in this report are shown on an annual basis.

1.4 CURRENT WASTEWATER RATES

CURRENT WASTEWATER RATES

The Authority's current wastewater rate structure includes annual user charges assessed per million gallons (MG) of billed wastewater flows. **Table 1-1** show the current annual user charges and connection fees per equivalent dwelling unit (EDU).

Table 1-1: Current Rates

Line	Current Rates	As of 7/1/2025
1	User Charges (\$/ MG)	\$6,811

Table 1-2 shows the current and projected connection fees based on the California Construction Cost Index (CCCI). The Authority's rate structure includes one-time connection fees assessed per equivalent dwelling unit (EDU) of new development within the Authority's service area. Connection fees are annually adjusted based on CCCI.

For FY 2027, the projected connection fee is based on the actual FY 2027 CCCI rate. For future years (FY 2028 to FY 2031), connection fees are estimated based on the 3-year average CCCI rate. These projected fees are subject to change once the actual CCCI rates for those years become available.

Table 1-2: Current and Projected Connection Fees Based on CCCI

Line	Projected Connection Fees	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028	Effective 7/1/2029	Effective 7/1/2030
1	CCCI Source		Actual²	Estimated	Estimated	Estimated	Estimated
2	CCCI		5.0%	4.5%	3.8%	3.8%	3.8%
3							
4	Connection Fees (\$/ EDU)	\$4,679	\$4,913	\$5,134	\$5,329	\$5,531	\$5,741

1.5 FINANCIAL PLAN

WRE worked closely with Authority staff and the Authority's Board of Commissioners to determine the financial plan that best suits the Authority's needs. The results and

² The actual CCCI for FY 2027 is 5.7%. However, the Board requested that the increase be capped at 5% and to roll over the difference in the following year.

recommendations of the wastewater rate study are driven by the Authority's financial performance, input from Authority staff, and feedback and direction from the Board.

FACTORS AFFECTING FINANCIAL PERFORMANCE

The Authority's financial performance is driven by the ability of the current wastewater rates to meet the Authority's funding needs. To maintain financial sufficiency, wastewater rates must fully fund operations and maintenance (O&M) costs, capital improvement plan (CIP) expenditures, and any relevant financial policies, which typically include target reserve balances and debt coverage.

The key factors affecting financial performance include:

- **Capital investment needs over the next five years:** The Authority anticipates spending \$50.3 million over the next five years (FY 2027 through FY 2031) and plans to issue \$15 million in new debt to complete critical projects. Issuing debt allows the Authority to equitably distribute the cost of long-term infrastructure improvements across current and future system users rather than funding all projects through immediate rate increases.
- **Operating cost increases:** Operating expenses are expected to increase by 5.4% on average each year of the study period due to inflationary pressures.
- **Debt coverage requirements:** The Authority has existing debt service and is proposing new debt to fund CIP. Each debt issuance includes debt coverage obligations the Authority must meet in each year of the study period.
- **Reserve policy targets:** The Authority's current reserve policies for the user charge fund and connection fee fund, which is shown in **Table 1-3**, includes targets for operating, emergency, and debt service reserves for the first year of the study period. The current reserve policy is intended to provide sufficient cash on hand to meet short-term cash flow requirements, respond to emergencies efficiently, and meet debt service obligations.

PROPOSED REVENUE ADJUSTMENTS AND DEBT ISSUANCES

Overall annual increases in wastewater rate revenues resulting from rate increases are referred to as "revenue adjustments." WRE worked with the Board and Authority staff to determine the most appropriate financial plan, which is shown in **Table 1-3**.

The proposed financial plan includes a 7% revenue adjustment in the first year (FY 2027), followed by 5% annual revenue adjustments in the final four years of the study period (FY 2028 through FY 2031) to fund O&M expenses, CIP expenditures, and meet financial policy targets. The proposed financial plan also includes one new debt issuance in FY 2027 to fund \$15.0 million in CIP.

Table 1-3: Proposed User Charge Financial Plan

Line	Fiscal Year	Effective Date	Revenue Adjustments	Debt Issuance	Debt Proceeds for CIP
1	FY 2027	7/1/2026	7.0%	\$15,306,122	\$15,000,000
2	FY 2028	7/1/2027	5.0%	\$0	\$0
3	FY 2029	7/1/2028	5.0%	\$0	\$0
4	FY 2030	7/1/2029	5.0%	\$0	\$0
5	FY 2031	7/1/2030	5.0%	\$0	\$0

1.6 PROPOSED WASTEWATER RATES

WRE worked closely with the Board and Authority staff to determine the most appropriate wastewater rate structure that meets the Authority's needs.

PROPOSED THREE-YEAR WASTEWATER RATE SCHEDULE

The proposed three-year wastewater rate schedule is based on the proposed revenue adjustments for the five-year study period. The rate schedule shows the proposed wastewater rates to be implemented in July 2026 through July 2028. **Table 1-4** shows the proposed annual user charges, respectively.

Table 1-4: Current and Proposed Annual User Charges

Line	User Charges (\$/ MG)	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028	Effective 7/1/2029	Effective 7/1/2030
1			<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Projection Only</i>	<i>Projection Only</i>
2	All Agencies	\$6,811	\$7,288	\$7,653	\$8,036	\$8,438	\$8,860

SINGLE FAMILY IMPACT

WRE evaluated the impact on the single family resident based on the proposed three-year wastewater rates.

Table 1-5 shows the proposed impacts for a single family resident based on an assumed flow rate of 180 gallons per day (GPD) for a typical single family resident³ (Line 3). The user charge rate (\$/MG) from **Table 1-4** is converted to a rate per gallon (Line 2). The annual flow rate per EDU (Line 4) is calculated by multiplying the GPD/EDU assumption (Line 3) by 365 days in a year. The annual rate (Line 5) is calculated by multiplying the rate per gallon (Line 2) by the annual flow per EDU (Line 4). The total user charge per SFR (Single Family Resident) per month and per day (Lines 6 and 7) is calculated by dividing the annual rate (Line 5) by 12 months in a year and 365 days in a year, respectively. The additional user charge per SFR per month and day (Lines 8 and

³ One EDU is equal to one single family customer.

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

9) represents the incremental change from year to year between the total user charges (Lines 6 and 7).

For the typical single family customer in the first year (FY 2027), the monthly bill increase will be \$2.61, and the daily bill increase will be \$0.09, which reflects the impact of the proposed revenue adjustments. Even after the proposed rate adjustments, the average monthly wastewater treatment cost remains below typical regional wastewater treatment costs across Southern California utilities.

Table 1-5: Proposed Single Family Impact

Line	Single Family Customer Impacts	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028
1	User Charge Rate (per 1 MG)	\$6,811	\$7,288	\$7,653	\$8,036
2	Rate per gallon	\$0.0068	\$0.0073	\$0.0077	\$0.0080
3	GPD/EDU	180	180	180	180
4	Annual Flow per EDU	65,700	65,700	65,700	65,700
5	Annual Rate	\$447	\$479	\$503	\$528
6	Total User Charge per SFR per Month	\$37.29	\$39.90	\$41.90	\$44.00
7	Total User Charge per SFR per Day	\$1.23	\$1.31	\$1.38	\$1.45
8	Additional User Charge per SFR per Month		\$2.61	\$2.00	\$2.10
9	Additional User Charge per SFR per Day		\$0.09	\$0.07	\$0.07

2. FINANCIAL PLAN

2.1 FINANCIAL PLAN METHODOLOGY

The purpose of a financial plan is to project revenues, expenses, cash flows, reserve balances, and debt coverage over a multi-year period to assess financial sufficiency and performance and to determine the amount of required rate revenue. For this study, the planning period is from FY 2027 through FY 2031; data for FY 2025 is shown when needed to represent actual data inputs. The key steps in developing a financial plan for a wastewater enterprise are below:

- **Revenue projections:** Annual revenues from rates and other miscellaneous sources are projected over the planning period. Rate revenues are projected based on current rates to establish baseline revenues from which the need for additional rate increases can be evaluated.
- **Expense projections:** Annual expenses are projected over the study period, including O&M expenses, debt service, and CIP costs. CIP funding options (grants, debt, etc.) are evaluated.
- **Financial policy evaluation:** Key financial policies include debt coverage requirements and reserve targets. Debt coverage requirements are typically explicitly stated in official agreements on outstanding debt issuances. Reserve targets are typically set by an agency's elected officials and may need to be periodically evaluated and updated.
- **Status quo financial plan projections:** Cash flow, reserve balances, and debt coverage are projected over the study period in the absence of additional rate increases (this scenario is called the "status quo"). Projected reserve balances and debt coverage are then compared to the agency's financial policy requirements and targets. The status quo financial plan provides a baseline to evaluate the need for rate increases.
- **Proposed financial plan projections:** The magnitude and timing of annual proposed revenue increases over the study period are evaluated and determined based on the agency's financial policies, financial performance, and policy objectives. Proposed rate increases (referred to as "revenue adjustments") should generate sufficient revenue to recover the agency's expenses, maintain adequate reserves, and meet all debt coverage requirements. The proposed financial plan determines the total annual rate revenue requirement over the study period.

2.2 REVENUES

CURRENT WASTEWATER RATES

The Authority's current wastewater rate structure includes annual user charges assessed per MG of metered wastewater flows. **Table 2-1** shows the current annual user charges.

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Table 2-1: Current Rates

Line	Current Rates	As of 7/1/2025
1	User Charges (\$/ MG)	\$6,811

The Authority's rate structure also includes one-time connection fees assessed per EDU of new development within the Authority's service area. Current connection fees are not annually adjusted based on CCCI. For FY 2027, the projected connection fee is based on the actual FY 2027 CCCI rate. For future years (FY 2028 to FY 2031), connection fees are estimated based on the 3-year average CCCI rate. These projected fees are subject to change once the actual CCCI rates for those years become available.

Table 2-2: Current and Projected Connection Fees Based on CCCI

Line	Projected Connection Fees	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028	Effective 7/1/2029	Effective 7/1/2030
1	CCCI Source		Actual⁴	Estimated	Estimated	Estimated	Estimated
2	CCCI		5.0%	4.5%	3.8%	3.8%	3.8%
3							
4	Connection Fees (\$/ EDU)	\$4,679	\$4,913	\$5,134	\$5,329	\$5,532	\$5,742

WASTEWATER FLOW

This section details the customer wastewater flow for all years of the study, which are referred to as the units of service. Units of service represent the quantity of billing units that are subject to the Authority's wastewater rates.

Table 2-3 shows the wastewater flow growth assumptions for each customer. WRE worked with Authority staff to determine the most appropriate estimates for annual wastewater flow based on historical trends and future expectations.

Table 2-3: Wastewater Flow Growth Assumptions

Line	Wastewater Flow Growth	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Victorville	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
2	Apple Valley	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
3	Hesperia	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
4	CSA 64 Spring Valley Lake	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
5	Mojave Narrows Park	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	CSA 42 Oro Grande	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

⁴ The actual CCCI for FY 2027 is 5.7%. However, the Board requested that the increase be capped at 5% and to roll over the difference in the following year.

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Table 2-4 shows the projected wastewater flow for each customer. Authority staff provided actual wastewater flow for FY 2025, which is then projected forward based on the flow growth assumptions (**Table 2-3**).

Table 2-4: Projected Wastewater Flow (MG)

Line	Wastewater Flow (MG)	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Source	Input	Projected	Projected	Projected	Projected	Projected	Projected
2	Victorville	2,808	2,878	2,950	3,024	3,099	3,177	3,256
3	Apple Valley	790	810	830	851	872	894	916
4	Hesperia	846	867	888	911	933	957	981
5	CSA 64 Spring Valley Lake	231	237	243	249	255	261	268
6	Mojave Narrows Park	1	1	1	1	1	1	1
7	CSA 42 Oro Grande	23	23	24	24	25	26	26
8	Total Customer Units	4,698	4,816	4,936	5,060	5,186	5,316	5,448

REVENUES FROM CURRENT RATES

Table 2-5 shows the calculated wastewater rate revenues for the study period based on the current effective wastewater rates and the projected units of service. The calculated rate revenue for each customer is calculated by multiplying the annual user charge (**Table 2-1**) by the projected wastewater flow (**Table 2-4**).

Table 2-5: Calculated Rate Revenues at Current Rates

Line	Calculated Rate Revenue	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Victorville	\$19,602,164	\$20,092,218	\$20,594,523	\$21,109,386	\$21,637,121	\$22,178,049
2	Apple Valley	\$5,516,743	\$5,654,662	\$5,796,028	\$5,940,929	\$6,089,452	\$6,241,688
3	Hesperia	\$5,903,506	\$6,051,093	\$6,202,371	\$6,357,430	\$6,516,366	\$6,679,275
4	CSA 64 Spring Valley Lake	\$1,612,954	\$1,653,278	\$1,694,610	\$1,736,975	\$1,780,399	\$1,824,909
5	Mojave Narrows Park	\$6,811	\$6,811	\$6,811	\$6,811	\$6,811	\$6,811
6	CSA 42 Oro Grande	\$157,986	\$161,936	\$165,984	\$170,134	\$174,387	\$178,747
7	Total	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479

REVENUE SUMMARY

Table 2-6 shows the summary of projected revenues for the study period. Authority staff provided the budgeted revenues for FY 2026; all other years are projected based on the relevant assumptions or calculations. Wastewater rate revenues (Line 2) are equal to the rate revenues at current rates (**Table 2-5**, Line 7). Projected connection fee revenue (Line 5) was provided by staff, interest income (Line 4) is calculated based on average fund balances and a 2% interest rate, and other operating revenue (Line 3) is held constant at FY 2026 budgeted amounts. Detailed revenue projections are included in the **Appendix (Table 4-1)**.

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Table 2-6: Revenue Summary

Line	Revenue Summary	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Source	Budget	Projected	Projected	Projected	Projected	Projected
2	Rate Revenue	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479
3	Other Operating Revenue	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073
4	Interest Income	\$212,610	\$391,770	\$383,874	\$321,227	\$309,620	\$328,267
5	Connection Fee Revenue	\$6,201,364	\$1,934,922	\$2,021,993	\$2,098,829	\$2,178,584	\$2,261,371
6	Total	\$40,985,210	\$37,717,762	\$38,637,267	\$39,512,794	\$40,463,813	\$41,470,190
7	Total Less Connection Fees and Related Interest Income	\$34,721,236	\$35,632,840	\$36,465,274	\$37,263,965	\$38,135,229	\$39,058,819

2.3 OPERATING EXPENSES

INFLATIONARY ASSUMPTIONS

WRE worked with Authority staff to determine annual inflationary assumptions to apply to the Authority's O&M expense budget. Authority staff provided the budgeted O&M expenses for FY 2026; all other years are projected based on the inflationary assumptions shown in **Table 2-7**.

Table 2-7: Expense Inflationary Assumptions

Line	Inflationary Assumptions	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	General	4.0%	4.0%	4.0%	4.0%	4.0%
2	Salaries	9.0%	7.5%	7.5%	7.5%	7.5%
3	Benefits	8.0%	8.0%	8.0%	8.0%	8.0%
4	Utilities	2.0%	2.0%	2.0%	2.0%	2.0%
5	Chemicals	3.0%	3.0%	3.0%	3.0%	3.0%
6	Fuel	4.0%	4.0%	4.0%	4.0%	4.0%
7	Automobile	5.0%	5.0%	5.0%	5.0%	5.0%
8	Insurance	16.0%	16.0%	16.0%	16.0%	16.0%
9	Equipment and Supplies	4.0%	4.0%	4.0%	4.0%	4.0%
10	Electrical and Instrumentation	3.0%	3.0%	3.0%	3.0%	3.0%
11	Building and Ground Repairs	1.0%	1.0%	1.0%	1.0%	1.0%
12	Equipment Repairs	5.0%	5.0%	5.0%	5.0%	5.0%
13	Lab Services and Supplies	3.0%	3.0%	3.0%	6.0%	6.0%
14	IT Hardware and Software	4.0%	4.0%	4.0%	4.0%	4.0%
15	Professional Services	6.0%	6.0%	6.0%	6.0%	6.0%
16	Legal Services	7.0%	7.0%	7.0%	7.0%	7.0%
17	Regulatory Permits	2.0%	2.0%	2.0%	2.0%	2.0%
18	Other Maintenance	1.0%	1.0%	1.0%	1.0%	1.0%
19	Other Operations	5.0%	5.0%	5.0%	5.0%	5.0%
20	Contingency Fund	0.0%	0.0%	0.0%	0.0%	0.0%

OPERATING EXPENSE SUMMARY

Table 2-8 shows the summary of O&M expenses for the study period. Authority staff provided budgeted expenses for FY 2026; expenses for other years are projections. All expenses are inflated based on the assumptions in **Table 2-7**. Detailed operating expense projections are included in the **Appendix (Table 4-2)**.

Table 2-8: Operating Expense Summary

Line	Expenses	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Source	Budget	Projected	Projected	Projected	Projected	Projected
2	Salaries and Benefits	\$9,756,127	\$10,601,306	\$11,414,155	\$12,289,388	\$13,231,797	\$14,246,543
3	Maintenance	\$5,575,316	\$5,762,535	\$5,957,175	\$6,159,550	\$6,369,987	\$6,588,825
4	Operations	\$8,056,415	\$8,245,547	\$8,439,942	\$8,639,764	\$8,860,165	\$9,087,688
5	Administration	\$4,393,198	\$4,682,427	\$5,002,343	\$5,357,043	\$5,751,234	\$6,190,328
6	Total	\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385

2.4 DEBT SERVICE

EXISTING DEBT SERVICE

Table 2-9 shows the Authority's annual debt service for the study period. The Authority has existing debt service payments on five outstanding issues (Lines 1-5), totaling over \$4.0 million annually over the study period. The portion of debt service to be funded by rates (Line 8) and connection fees (Line 9) is based on data provided by staff.

Table 2-9: Existing Debt Service

Line	Existing Debt Service	Maturity Date	% Rate Funded	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Phase IIIA Regulatory Upgrades	6/30/32	75%	\$1,027,389	\$1,027,389	\$1,027,389	\$1,027,389	\$1,027,389	\$1,027,389
2	Upper Narrows Replacement	12/31/32	100%	\$259,618	\$259,618	\$259,618	\$259,618	\$259,618	\$259,618
3	Nanticoke Bypass	6/30/37	75%	\$270,085	\$270,085	\$270,085	\$270,085	\$270,085	\$270,085
4	Apple Valley Sub-Regional	2/28/48	61%	\$1,025,090	\$1,025,090	\$1,025,090	\$1,025,090	\$1,025,090	\$1,025,090
5	Hesperia Sub-Regional	2/28/48	61%	\$1,463,066	\$1,463,066	\$1,463,066	\$1,463,066	\$1,463,066	\$1,463,066
6	Total			\$4,045,249	\$4,045,249	\$4,045,249	\$4,045,249	\$4,045,249	\$4,045,249
7									
8	Rate Funded			\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
9	Connection Fee Funded			\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750

PROPOSED DEBT SERVICE

Table 2-10 shows the proposed annual debt service based on the proposed financial plan. The proposed financial plan includes one new debt issuance in FY 2027 (Line 7) calculated assuming a 7% interest rate, 10-year term, and 2% issuance cost (Lines 2-4). This results in approximately \$2.2 million additional annual debt service payments each year of the study period to fund \$15.0 million in CIP. All proposed annual debt service is expected to be funded through rates (user charges).

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Table 2-10: Proposed Debt Service

Line	Proposed Debt Service	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Proposed Debt Terms						
2	Interest Rate	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
3	Term (years)	10	10	10	10	10	10
4	Issuance Costs	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5							
6	Proposed Debt Proceeds for CIP	\$0	\$15,000,000	\$0	\$0	\$0	\$0
7	Proposed Debt Issuance	\$0	\$15,306,122	\$0	\$0	\$0	\$0
8	Annual Debt Service Payment	\$0	\$2,179,247	\$0	\$0	\$0	\$0
9							
10	Proposed Debt Service						
11	FY 2027 Debt Issuance	\$0	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247
12	FY 2028 Debt Issuance	\$0		\$0	\$0	\$0	\$0
13	FY 2029 Debt Issuance	\$0			\$0	\$0	\$0
14	FY 2030 Debt Issuance	\$0				\$0	\$0
15	FY 2031 Debt Issuance	\$0					\$0
16	Total Rate Funded	\$0	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247

2.5 CAPITAL IMPROVEMENT PLAN

CAPITAL IMPROVEMENT PROJECTS

Table 2-11 (Line 1) shows the Authority's planned CIP expected to be completed each year. Detailed capital project costs are available in the **Appendix (Table 4-3)**. CIP funding available from grants (Line 4) was provided by staff and funding available from connection fees (Line 5) is based on the total value of projects eligible for connection fee funding provided by staff. CIP funding available from new debt (Line 6) is based on the proposed financial plan debt proceeds available for CIP (**Table 2-10**, Line 6). The remainder of CIP not funded by grants, connection fees, or new debt is expected to be funded by rates (Line 12).

Table 2-11: Capital Project Costs and Funding

Line	Capital Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Total CIP	\$7,629,356	\$13,620,000	\$16,140,495	\$6,620,000	\$7,420,000	\$6,500,000
2							
3	CIP Funding Sources						
4	Grant	\$0	\$0	\$3,500,000	\$0	\$0	\$0
5	Connection Fee	\$2,212,356	\$0	\$2,720,495	\$0	\$0	\$0
6	New Debt	\$0	\$15,000,000	\$0	\$0	\$0	\$0
7							
8	CIP by Funding Source						
9	Grant Funded	\$0	\$0	\$3,500,000	\$0	\$0	\$0
10	Debt Funded	\$0	\$13,620,000	\$1,380,000	\$0	\$0	\$0
11	Connection Fee Funded	\$2,212,356	\$0	\$2,720,495	\$0	\$0	\$0
12	Rate Funded	\$5,417,000	\$0	\$8,540,000	\$6,620,000	\$7,420,000	\$6,500,000
13	Total	\$7,629,356	\$13,620,000	\$16,140,495	\$6,620,000	\$7,420,000	\$6,500,000

2.6 FINANCIAL POLICIES

USER CHARGE RESERVE POLICY

The Authority's user charge fund reserve policy maintains cash on hand to meet short-term cash imbalances, respond to emergencies effectively, and meet debt service obligations. The reserve target for the study period ranges from approximately \$6.5 to \$7.2 million in the Authority's reserve funds. The reserve targets reflect the Authority's historical operating risk profile and existing Board-adopted financial policies. These reserve levels are evaluated during each rate study and may be revised as system risks and capital needs evolve.

The Authority currently has an adopted reserve policy that consists of the following components:

- Operating Reserve Target: 10% of prior year operating expenses
- Emergency Reserve Target: \$1.0 million annually
- Debt Reserve Target: FY 2026 rate funded debt service

CONNECTION FEE RESERVE POLICY

The Authority's connection fee reserve policy maintains cash on hand to meet debt service obligations. The reserve target for the study period is approximately \$1.3 million in the Authority's reserve funds.

The Authority currently has an adopted reserve policy that consists of the following components:

- Debt Reserve Target: FY 2026 connection funded debt service

COMBINED DEBT COVERAGE REQUIREMENT

The Authority's current debt management policy includes a debt coverage target ratio of 120%. To meet this target ratio, net revenues (revenues less operating expenses) must equal 120% or more of annual debt service, including both rate funded and connection funded debt service.

2.7 CONNECTION FEE FUND

CASH FLOW PROJECTIONS

Table 2-12 shows the cash flow projections for the connection fee fund. Connection fee revenue (Line 2) is from **Table 2-6** (Line 5). FY 2026 budgeted grant revenue (Line 3) and projected interest income (Line 4) were provided by staff. Existing connection fee funded debt (Line 8) is from **Table 2-9** (Line 9) and no new proposed debt is expected to be funded by connection fees (Line 9). Connection fee funded CIP (Line 10) is from **Table 2-11** (Line 11). Net cash flow (Line 13) is equal to the difference between revenues (Line 5) and expenses (Line 11).

The net cash flow is positive for all years (except for FY 2028 during which reserves will be used to fund significant connection fee funded CIP), meaning that projected revenues are sufficient to fund CIP.

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Table 2-12: Projected Cash Flow (Connection Fee Fund)

Line	Connection Fee Fund Cash Flow Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenues						
2	Connection Fee Revenue	\$6,201,364	\$1,934,922	\$2,021,993	\$2,098,829	\$2,178,584	\$2,261,371
3	Grant	\$300,000	\$0	\$0	\$0	\$0	\$0
4	Interest Income	\$62,610	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
5	Subtotal	\$6,563,974	\$2,084,922	\$2,171,993	\$2,248,829	\$2,328,584	\$2,411,371
6							
7	Expenses						
8	Existing Debt	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750
9	Proposed Debt	\$0	\$0	\$0	\$0	\$0	\$0
10	Connection Fee Funded CIP	\$2,212,356	\$0	\$2,720,495	\$0	\$0	\$0
11	Subtotal	\$3,507,106	\$1,294,750	\$4,015,245	\$1,294,750	\$1,294,750	\$1,294,750
12							
13	Net Cash Flow	\$3,056,868	\$790,172	(\$1,843,251)	\$954,079	\$1,033,835	\$1,116,621

FUND BALANCE PROJECTIONS

Table 2-13 shows the fund balance projections for the connection fee fund. Sources of funds include revenues and uses of funds include connection fee funded debt service and CIP. Overall reserves are projected to increase by approximately \$5.1 million by the end of the study period from a starting balance of approximately \$4.6 million in FY 2026.

Table 2-13: Projected Fund Balance (Connection Fee Fund)

Line	Connection Fee Fund Balance Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Beginning Balance	\$4,617,892	\$7,674,760	\$8,464,932	\$6,621,681	\$7,575,760	\$8,609,595
2							
3	Sources of Funds						
4	Connection Fee Revenue	\$6,201,364	\$1,934,922	\$2,021,993	\$2,098,829	\$2,178,584	\$2,261,371
5	Grant	\$300,000	\$0	\$0	\$0	\$0	\$0
6	Interest Income	\$62,610	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
7	Subtotal	\$6,563,974	\$2,084,922	\$2,171,993	\$2,248,829	\$2,328,584	\$2,411,371
8							
9	Uses of Funds						
10	Debt Service	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750
11	Connection Fee Funded CIP	\$2,212,356	\$0	\$2,720,495	\$0	\$0	\$0
12	Subtotal	\$3,507,106	\$1,294,750	\$4,015,245	\$1,294,750	\$1,294,750	\$1,294,750
13							
14	Subtotal	\$7,674,760	\$8,464,932	\$6,621,681	\$7,575,760	\$8,609,595	\$9,726,216

FINANCIAL PERFORMANCE

The Authority's financial performance is evaluated based on the reserve targets, as shown in **Table 2-14**. The Authority will meet its reserve targets in all years of the study period based on the connection fee revenue projections.

Table 2-14: Projected Financial Performance (Connection Fee Fund)

Line	Connection Fee Fund Financial Performance	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Existing Reserve Targets						
2	Debt Reserve Target	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750	\$1,294,750
3	Connection Fee Fund Balance	\$7,674,760	\$8,464,932	\$6,621,681	\$7,575,760	\$8,609,595	\$9,726,216
4	Meets Target?	Yes	Yes	Yes	Yes	Yes	Yes

Figure 2-1 shows the revenues and the revenue requirements for the connection fee fund. The stacked bars represent the revenue requirements, or costs: green for debt service and blue for connection fee funded CIP. The projected revenue, shown as a solid line, is higher than the revenue requirements for all years (except for FY 2028 during which reserves will be used to fund significant CIP) meaning that revenues are insufficient to fund all costs.

Figure 2-1: Revenue Requirements vs. Revenues (Connection Fee Financial Plan)

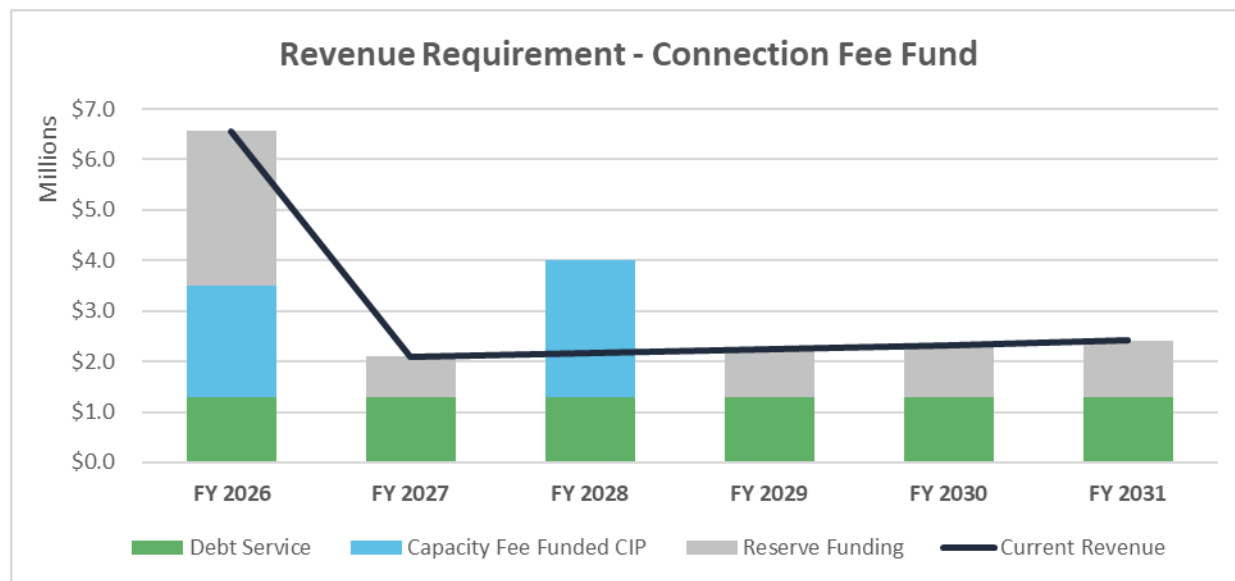
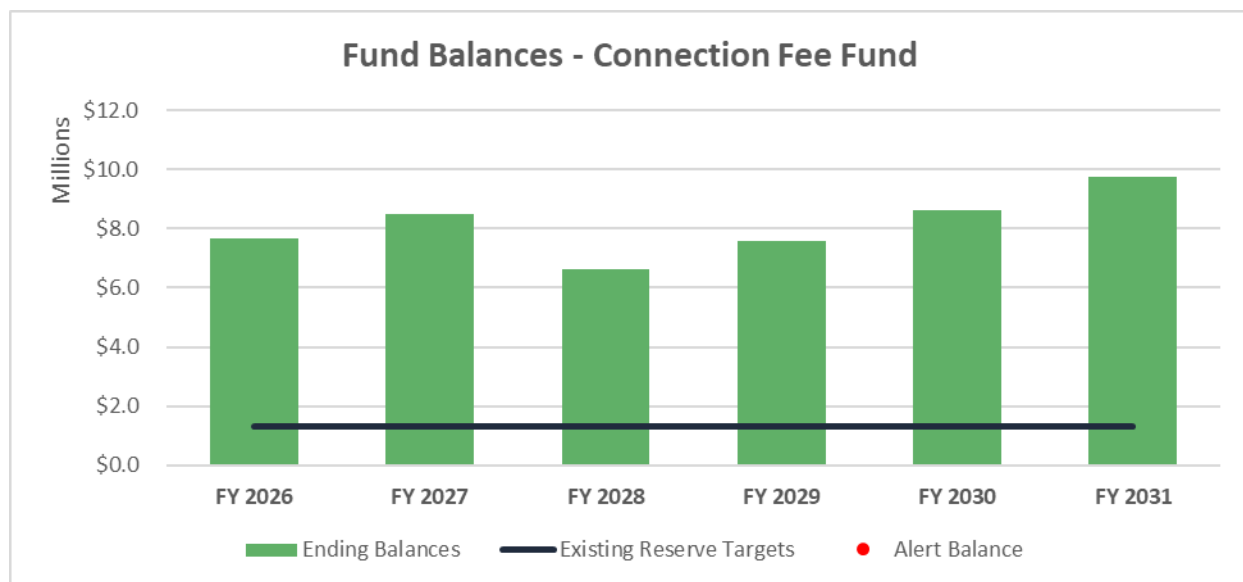


Figure 2-2 shows the fund balance projections in the connection fee fund. The Authority's ending balance (green bars) will meet the reserve targets (black line) in each year.

Figure 2-2: Projected Fund Balance (Connection Fee Fund)



2.8 STATUS QUO FINANCIAL PLAN

STATUS QUO FINANCIAL PLAN

Table 2-15 shows the status quo financial plan, which assumes no revenue adjustments and no proposed debt issuances. This scenario is used to evaluate the ability of the current wastewater rates to meet the Authority's financial targets and to determine the need for revenue adjustments.

Table 2-15: Status Quo Financial Plan

Line	Fiscal Year	Effective Date	Revenue Adjustments	Debt Issuance	Debt Proceeds for CIP
1	FY 2027	7/1/2026	0.0%	\$0	\$0
2	FY 2028	7/1/2027	0.0%	\$0	\$0
3	FY 2029	7/1/2028	0.0%	\$0	\$0
4	FY 2030	7/1/2029	0.0%	\$0	\$0
5	FY 2031	7/1/2030	0.0%	\$0	\$0

STATUS QUO CASH FLOW PROJECTIONS

Table 2-16 shows the cash flow projections for the status quo financial plan. Revenues⁵ (Lines 1-6) are from **Table 2-6**. Operating expenses (Lines 8-13) are from **Table 2-8**. Net operating

⁵ Interest income (Line 5) is different in the status quo financial plan because it is based on projected fund balances. The status quo financial plan results in lower fund balances; therefore, the Authority has less interest income. **Table 2-6** shows the interest income for the proposed financial plan.

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revenue (Line 15) is equal to the difference between total revenues (Line 6) and total operating expenses (Line 13). Existing debt service (Line 18) is from **Table 2-9** (Line 8) and no new debt is proposed in the status quo financial plan (Line 19). Rate funded CIP (Line 23) is from **Table 2-11** (sum of Lines 10 and 12 in absence of new debt proceeds). Supplemental capital expenses (Line 24) were provided by staff. Net cash flow (Line 27) is equal to the net operating revenue (Line 15) less debt service (Line 20) and rate funded capital expenses (Line 25).

The net operating revenue in the status quo financial plan is positive for all years, meaning that the Authority's current revenues are sufficient to fund its operating expenses. However, the net cash flow in the status quo financial plan is negative for all years, meaning that the Authority's current revenues are not sufficient to fund all debt service and CIP.

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Table 2-16: Projected Cash Flow (Status Quo Financial Plan)

Line	User Charge Fund Cash Flow Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenues						
2	Rate Revenues at Existing Rates	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479
3	Revenue Adjustments	\$0	\$0	\$0	\$0	\$0	\$0
4	Other Operating Revenue	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073
5	Interest Income	\$62,610	\$90,029	\$0	\$0	\$0	\$0
6	Subtotal	\$34,633,847	\$35,481,099	\$36,231,400	\$37,092,738	\$37,975,609	\$38,880,553
7							
8	Operating Expenses						
9	Salaries and Benefits	\$9,756,127	\$10,601,306	\$11,414,155	\$12,289,388	\$13,231,797	\$14,246,543
10	Maintenance	\$5,575,316	\$5,762,535	\$5,957,175	\$6,159,550	\$6,369,987	\$6,588,825
11	Operations	\$8,056,415	\$8,245,547	\$8,439,942	\$8,639,764	\$8,860,165	\$9,087,688
12	Administration	\$4,393,198	\$4,682,427	\$5,002,343	\$5,357,043	\$5,751,234	\$6,190,328
13	Subtotal	\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385
14							
15	Net Revenue	\$6,852,790	\$6,189,284	\$5,417,785	\$4,646,993	\$3,762,427	\$2,767,168
16							
17	Debt Service						
18	Existing Debt	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
19	Proposed Debt	\$0	\$0	\$0	\$0	\$0	\$0
20	Subtotal	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
21							
22	Capital Projects						
23	Rate Funded CIP	\$5,417,000	\$13,620,000	\$9,920,000	\$6,620,000	\$7,420,000	\$6,500,000
24	Supplemental Capital Expenses	\$1,100,500	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
25	Subtotal	\$6,517,500	\$14,120,000	\$10,420,000	\$7,120,000	\$7,920,000	\$7,000,000
26							
27	Net Cash Flow	(\$2,415,209)	(\$10,681,215)	(\$7,752,714)	(\$5,223,506)	(\$6,908,072)	(\$6,983,331)

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STATUS QUO FUND BALANCE PROJECTIONS

Table 2-17 shows the fund balance projections for the status quo financial plan. Sources of funds include revenues and uses of funds include operating expenses, debt service, and CIP. Overall reserves are projected to be drawn down by approximately \$40 million over the study period without any revenue adjustments.

Table 2-17: Projected Fund Balance (Status Quo Financial Plan)

Line	User Charge Fund Balance Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Beginning Balance	\$12,302,268	\$9,887,059	(\$794,156)	(\$8,546,870)	(\$13,770,375)	(\$20,678,447)
2							
3	Sources of Funds						
4	Rate Revenues	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479
5	Revenue Adjustments	\$0	\$0	\$0	\$0	\$0	\$0
6	Non-Rate Revenues	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073
7	Grant Proceeds	\$0	\$0	\$3,500,000	\$0	\$0	\$0
8	Debt Proceeds	\$0	\$0	\$0	\$0	\$0	\$0
9	Interest Income	\$62,610	\$90,029	\$0	\$0	\$0	\$0
10	Subtotal	\$34,633,847	\$35,481,099	\$39,731,400	\$37,092,738	\$37,975,609	\$38,880,553
11							
12	Uses of Funds						
13	Operating Expenses	\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385
14	Debt Service	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
15	Grant Funded CIP	\$0	\$0	\$3,500,000	\$0	\$0	\$0
16	Debt Funded CIP	\$0	\$0	\$0	\$0	\$0	\$0
17	Rate Funded CIP	\$5,417,000	\$13,620,000	\$9,920,000	\$6,620,000	\$7,420,000	\$6,500,000
18	Supplemental Capital Expenses	\$1,100,500	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
19	Subtotal	\$37,049,055	\$46,162,314	\$47,484,114	\$42,316,244	\$44,883,681	\$45,863,884
20							
21	Ending Balance	\$9,887,059	(\$794,156)	(\$8,546,870)	(\$13,770,375)	(\$20,678,447)	(\$27,661,778)

STATUS QUO FINANCIAL PERFORMANCE

The Authority's financial performance is evaluated based on the reserve targets and debt coverage requirements, as shown in **Table 2-18**. Under the status quo financial plan, the Authority will not meet its reserve targets starting in FY 2027.

Table 2-18: Projected Financial Performance (Status Quo Financial Plan)

Line	User Charge Fund Financial Performance	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Existing Reserve Targets						
2	Operating Reserve Target	\$2,500,000	\$2,778,106	\$2,929,182	\$3,081,362	\$3,244,574	\$3,421,318
3	Emergency Reserve Target	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	Debt Reserve Target	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
5	Total Reserve Target	\$6,250,499	\$6,528,605	\$6,679,681	\$6,831,861	\$6,995,073	\$7,171,817
6	User Charge Fund Balance	\$9,887,059	(\$794,156)	(\$8,546,870)	(\$13,770,375)	(\$20,678,447)	(\$27,661,778)
7	Meets Target?	Yes	No	No	No	No	No
8							
9	Combined Debt Coverage						
10	Required Debt Coverage	120%	120%	120%	120%	120%	120%
11	Calculated Debt Coverage w/ cap. fees rev.	323%	201%	184%	167%	147%	124%
12	Calculated Debt Coverage w/o cap. fees rev.	169%	153%	134%	115%	93%	68%
13	Meets Target?	Yes	Yes	Yes	Yes	Yes	Yes

Figure 2-3 shows the comparison of revenues and the revenue requirements for the status quo financial plan. The stacked bars represent the revenue requirements, or costs: black for O&M expenses, green for debt service, blue for rate funded CIP, and orange for supplemental capital expenses. The current revenue, shown as a solid line, is lower than the revenue requirements starting in FY 2026, meaning that revenues are insufficient to fund all costs.

Figure 2-3: Revenue Requirements vs. Revenues (Status Quo Financial Plan)

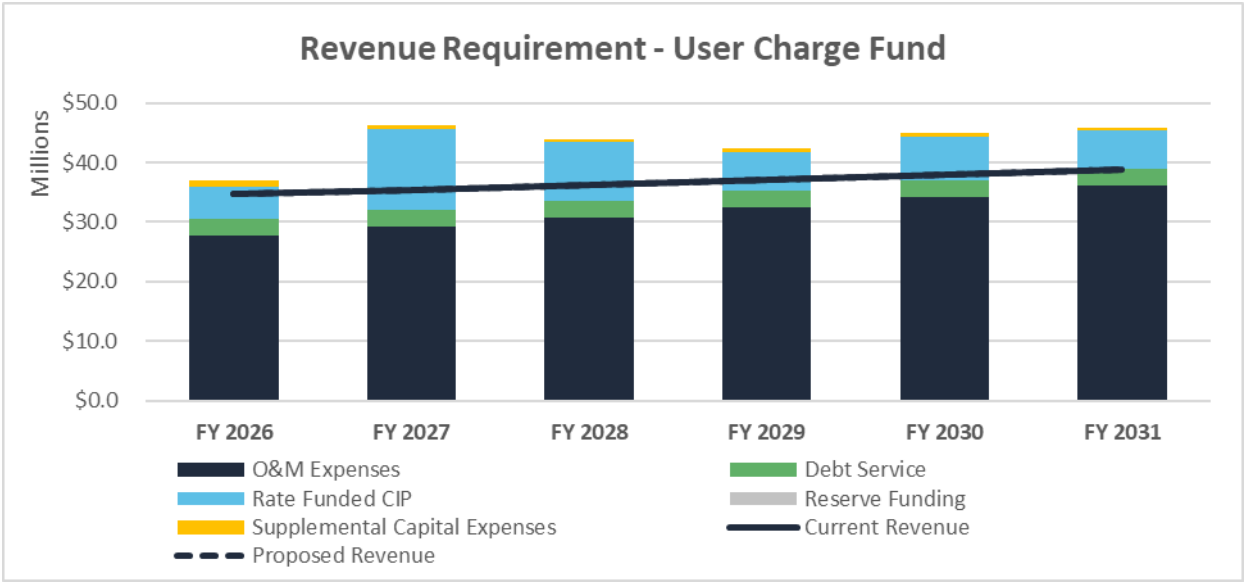


Figure 2-4 shows the fund balance projections in the status quo financial plan. The Authority's ending balance (green bars) will not meet the reserve targets (black line) starting in FY 2027 under the status quo financial plan.

Figure 2-4: Projected Fund Balance (Status Quo Financial Plan)

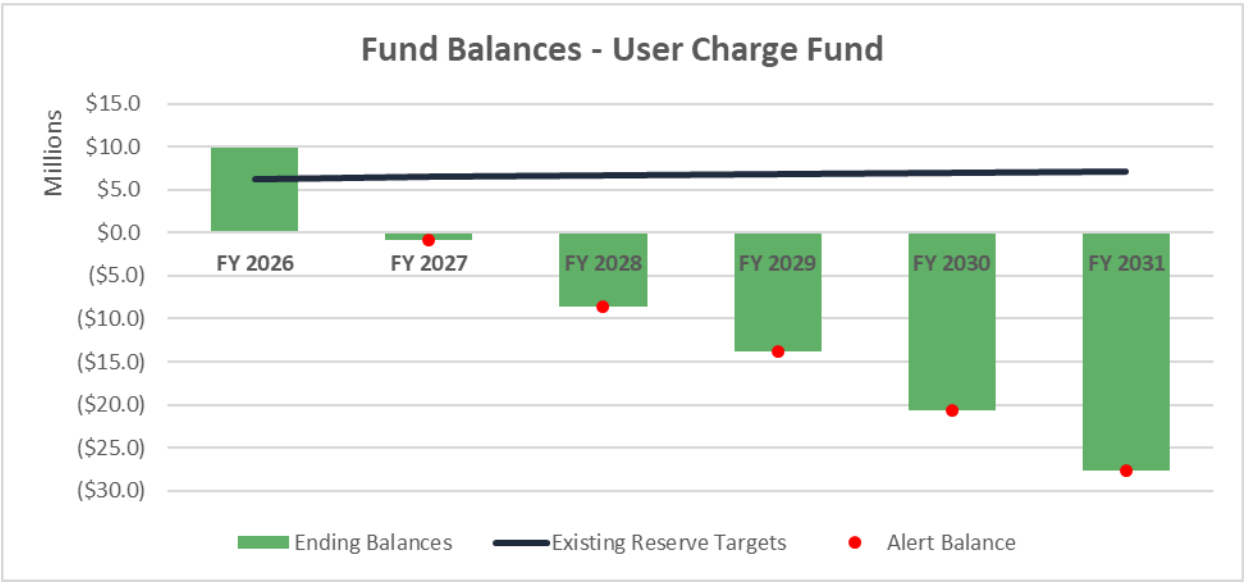
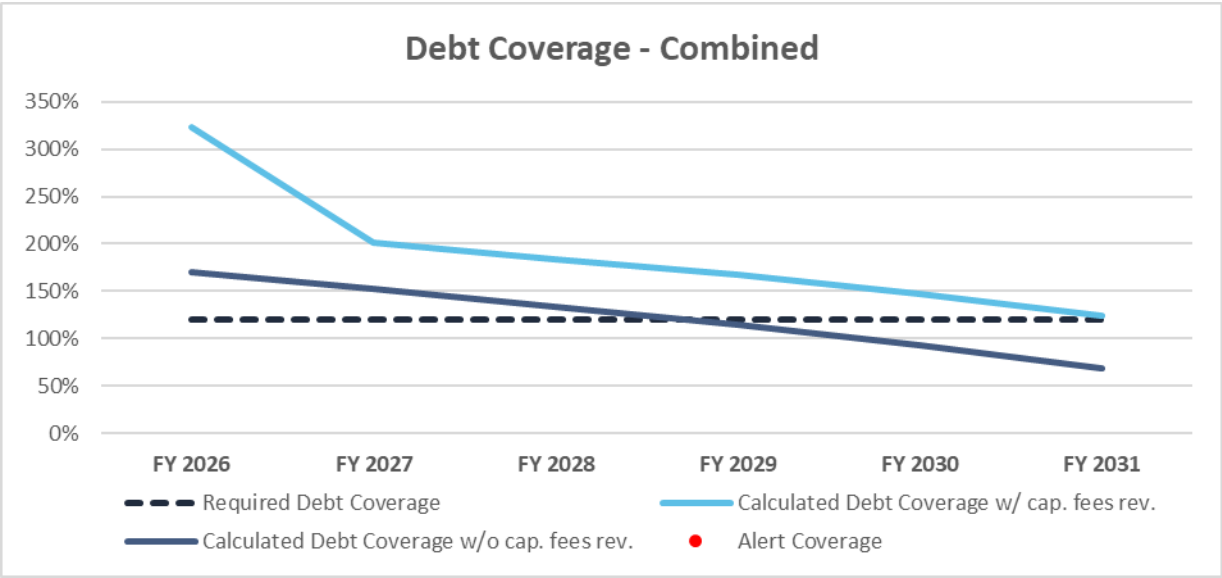


Figure 2-5 shows the projected debt service coverage under the status quo financial plan. The Authority’s existing debt management policy includes a debt coverage target ratio of 120%. Debt coverage is calculated by dividing the net operating revenue (revenues less O&M expenses) by annual debt service payments, including both debt service funded by rates (user charges) and connection fees. The dark blue line represents debt coverage calculating using rate revenues only, while the light blue line includes connection fee revenue. Under the status quo, the Authority can meet its debt coverage requirements, accounting for connection fee revenue in all years. Without connection fee revenue, the Authority cannot meet its debt coverage requirements starting in FY 2029.

Figure 2-5: Projected Debt Coverage (Status Quo Financial Plan)



2.9 PROPOSED FINANCIAL PLAN

PROPOSED FINANCIAL PLAN

Overall annual increases in wastewater rate revenues resulting from rate increases are referred to as “revenue adjustments.” WRE worked with the Board and Authority staff to determine the most appropriate financial plan, which is shown in **Table 2-19**.

The proposed financial plan includes a 7% revenue adjustment in the first year (FY 2027), followed by 5% annual revenue adjustments in the final four years of the study period (FY 2028 through FY 2031) to fund O&M expenses, CIP expenditures, and meet financial policy targets. The proposed financial plan also includes one new debt issuance in FY 2027 to fund \$15.0 million in CIP.

Table 2-19: Proposed Financial Plan

Line	Fiscal Year	Effective Date	Revenue Adjustments	Debt Issuance	Debt Proceeds for CIP
1	FY 2027	7/1/2026	7.0%	\$15,306,122	\$15,000,000
2	FY 2028	7/1/2027	5.0%	\$0	\$0
3	FY 2029	7/1/2028	5.0%	\$0	\$0
4	FY 2030	7/1/2029	5.0%	\$0	\$0
5	FY 2031	7/1/2030	5.0%	\$0	\$0

PROPOSED CASH FLOW PROJECTIONS

Table 2-20 shows the cash flow projections for the proposed financial plan. Revenues (Lines 1-6) are from **Table 2-6**. Operating expenses (Lines 8-13) are from **Table 2-8**. Net operating revenue (Line 15) is equal to the difference between total revenues (Line 6) and total operating expenses (Line 13). Existing debt service (Line 18) is from **Table 2-9** (Line 8) and proposed debt service (Line 19) is from **Table 2-10** (Line 16). Rate funded CIP (Line 23) is from **Table 2-11** (Line 12) and supplemental capital expenses (Line 24) were provided by staff. Net cash flow (Line 27) is equal to the net operating revenue (Line 15) less debt service (Line 20) and rate funded capital expenses (Line 25).

The net operating revenue in the proposed financial plan is positive for all years, meaning that the Authority's proposed revenues are sufficient to fund its operating expenses. Current reserves will be drawn upon to fund annual debt service and substantial CIP over the study period, reducing the rate impact to customers. The net cash flow in the proposed financial plan is positive by the end of the study period in FY 2031, indicating that the Authority will be able to sustainably fund annual debt service and CIP.

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Table 2-20: Projected Cash Flow (Proposed Financial Plan)

Line	User Charge Fund Cash Flow Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenues						
2	Rate Revenues at Existing Rates	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479
3	Revenue Adjustments	\$0	\$2,353,400	\$4,255,850	\$6,346,420	\$8,640,529	\$11,154,801
4	Other Operating Revenue	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073
5	Interest Income	\$62,610	\$241,770	\$233,874	\$171,227	\$159,620	\$178,267
6	Subtotal	\$34,633,847	\$37,986,241	\$40,721,124	\$43,610,385	\$46,775,759	\$50,213,620
7							
8	Operating Expenses						
9	Salaries and Benefits	\$9,756,127	\$10,601,306	\$11,414,155	\$12,289,388	\$13,231,797	\$14,246,543
10	Maintenance	\$5,575,316	\$5,762,535	\$5,957,175	\$6,159,550	\$6,369,987	\$6,588,825
11	Operations	\$8,056,415	\$8,245,547	\$8,439,942	\$8,639,764	\$8,860,165	\$9,087,688
12	Administration	\$4,393,198	\$4,682,427	\$5,002,343	\$5,357,043	\$5,751,234	\$6,190,328
13	Subtotal	\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385
14							
15	Net Revenue	\$6,852,790	\$8,694,425	\$9,907,509	\$11,164,640	\$12,562,577	\$14,100,235
16							
17	Debt Service						
18	Existing Debt	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
19	Proposed Debt	\$0	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247	\$2,179,247
20	Subtotal	\$2,750,499	\$4,929,747	\$4,929,747	\$4,929,747	\$4,929,747	\$4,929,747
21							
22	Capital Projects						
23	Rate Funded CIP	\$5,417,000	\$0	\$8,540,000	\$6,620,000	\$7,420,000	\$6,500,000
24	Supplemental Capital Expenses	\$1,100,500	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
25	Subtotal	\$6,517,500	\$500,000	\$9,040,000	\$7,120,000	\$7,920,000	\$7,000,000
26							
27	Net Cash Flow	(\$2,415,209)	\$3,264,679	(\$4,062,237)	(\$885,106)	(\$287,170)	\$2,170,489

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PROPOSED FUND BALANCE PROJECTIONS

Table 2-21 shows the fund balance projections for the proposed financial plan. Based on the sources (revenues) and uses (operating expenses, debt service, and CIP) of funds, the Authority's fund balance is projected to be drawn by approximately \$2.2 million by the end of the study period.

Table 2-21: Projected Fund Balance (Proposed Financial Plan)

Line	User Charge Fund Balance Projections	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Beginning Balance	\$12,302,268	\$9,887,059	\$14,531,738	\$9,089,501	\$8,204,394	\$7,917,225
2							
3	Sources of Funds						
4	Rate Revenues	\$32,800,163	\$33,619,997	\$34,460,327	\$35,321,665	\$36,204,536	\$37,109,479
5	Revenue Adjustments	\$0	\$2,353,400	\$4,255,850	\$6,346,420	\$8,640,529	\$11,154,801
6	Non-Rate Revenues	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073	\$1,771,073
7	Grant Proceeds	\$0	\$0	\$3,500,000	\$0	\$0	\$0
8	Debt Proceeds	\$0	\$15,000,000	\$0	\$0	\$0	\$0
9	Interest Income	\$62,610	\$241,770	\$233,874	\$171,227	\$159,620	\$178,267
10	Subtotal	\$34,633,847	\$52,986,241	\$44,221,124	\$43,610,385	\$46,775,759	\$50,213,620
11							
12	Uses of Funds						
13	Operating Expenses	\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385
14	Debt Service	\$2,750,499	\$4,929,747	\$4,929,747	\$4,929,747	\$4,929,747	\$4,929,747
15	Grant Funded CIP	\$0	\$0	\$3,500,000	\$0	\$0	\$0
16	Debt Funded CIP	\$0	\$13,620,000	\$1,380,000	\$0	\$0	\$0
17	Rate Funded CIP	\$5,417,000	\$0	\$8,540,000	\$6,620,000	\$7,420,000	\$6,500,000
18	Supplemental Capital Expenses	\$1,100,500	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
19	Subtotal	\$37,049,055	\$48,341,562	\$49,663,362	\$44,495,491	\$47,062,929	\$48,043,132
20							
21	Ending Balance	\$9,887,059	\$14,531,738	\$9,089,501	\$8,204,394	\$7,917,225	\$10,087,713

PROPOSED FINANCIAL PERFORMANCE

Table 2-22 shows the projected financial performance for the proposed financial plan. Under this plan, the Authority will meet its reserve targets and debt coverage requirements in all years of the study period.

Table 2-22: Projected Financial Performance (Proposed Financial Plan)

Line	User Charge Fund Financial Performance	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Existing Reserve Targets						
2	Operating Reserve Target	\$2,500,000	\$2,778,106	\$2,929,182	\$3,081,362	\$3,244,574	\$3,421,318
3	Emergency Reserve Target	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	Debt Reserve Target	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499	\$2,750,499
5	Total Reserve Target	\$6,250,499	\$6,528,605	\$6,679,681	\$6,831,861	\$6,995,073	\$7,171,817
6	User Charge Fund Balance	\$9,887,059	\$14,531,738	\$9,089,501	\$8,204,394	\$7,917,225	\$10,087,713
7	Meets Target?	Yes	Yes	Yes	Yes	Yes	Yes
8							
9	Combined Debt Coverage						
10	Required Debt Coverage	120%	120%	120%	120%	120%	120%
11	Calculated Debt Coverage w/ cap. fees rev.	323%	171%	192%	213%	237%	263%
12	Calculated Debt Coverage w/o cap. fees rev.	169%	140%	159%	179%	202%	227%
13	Meets Target?	Yes	Yes	Yes	Yes	Yes	Yes

Figure 2-6 shows the comparison of revenues and the revenue requirements for the proposed financial plan. The stacked bars represent the revenue requirements, or costs: black for O&M expenses, green for debt service, blue for rate funded CIP, and orange for supplemental capital expenses. The proposed revenue, shown as a dotted line, is greater than the revenue requirements by the end of the study, meaning that the Authority’s revenues are able to sustainably fund all expenses.

Figure 2-6: Revenue Requirements vs. Revenues (Proposed Financial Plan)

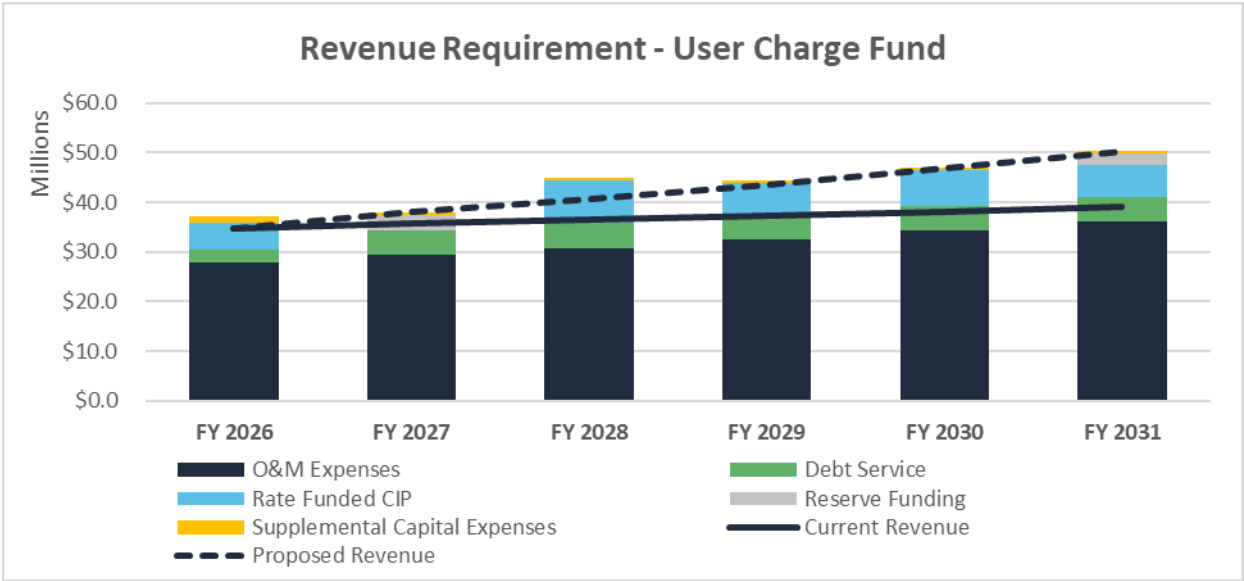


Figure 2-7 shows the fund balance projections in the proposed financial plan. The Authority’s ending balance (green bars) will meet the reserve targets (black line) in all years of the study.

Figure 2-7: Projected Fund Balance (Proposed Financial Plan)

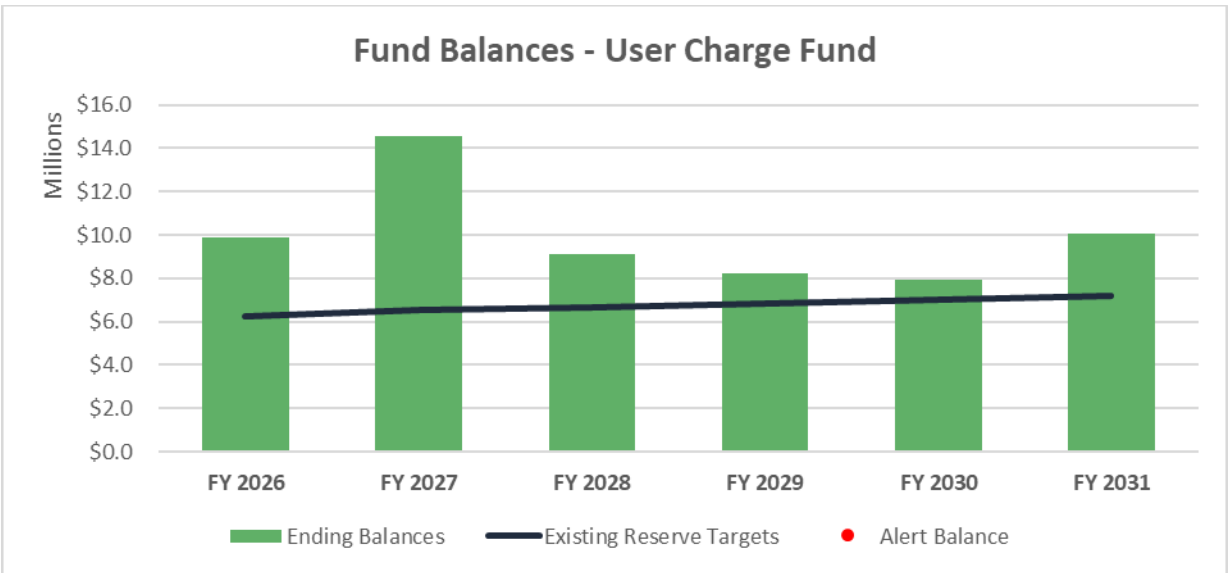
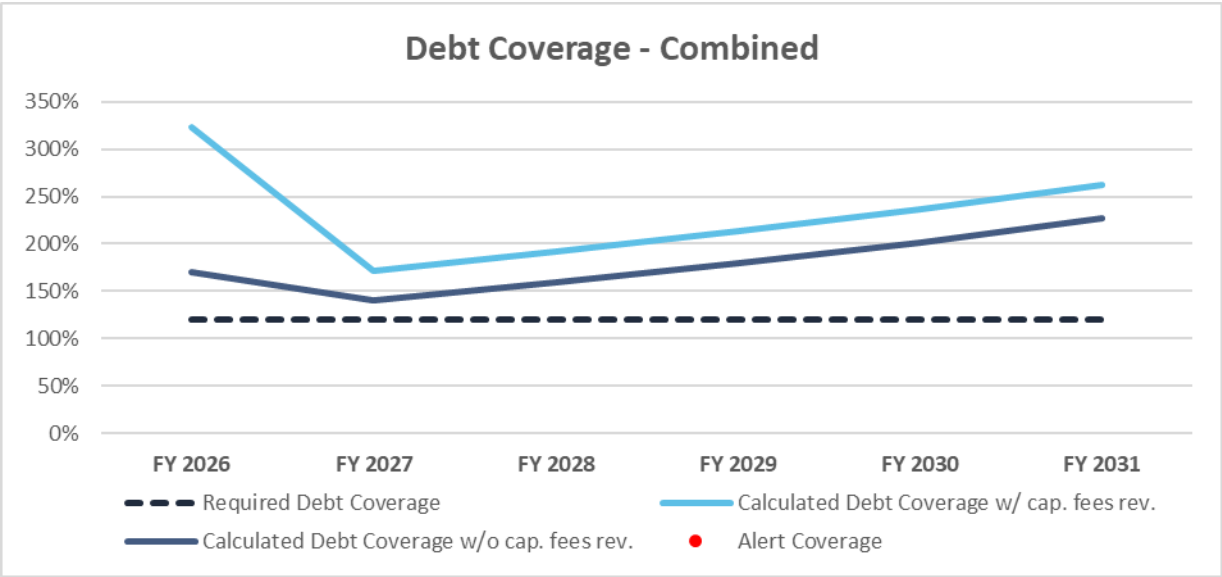


Figure 2-8 shows the projected debt service coverage under the proposed financial plan. The Authority’s existing debt management policy includes a debt coverage target ratio of 120%. Debt coverage is calculated by dividing the net operating revenue (revenues less O&M expenses) by annual debt service payments, including both debt service funded by rates (user charges) and connection fees. The dark blue line represents debt coverage calculating using rate revenues only, while the light blue line includes connection fee revenue. The Authority is expected to meet its debt coverage requirements for all years under the proposed financial plan.

Figure 2-8: Projected Debt Coverage (Proposed Financial Plan)



3. WASTEWATER RATES

3.1 PROPOSED WASTEWATER RATE SCHEDULE

PROPOSED FIVE-YEAR REVENUE ADJUSTMENTS

Table 3-1 shows the proposed revenue adjustments for the five-year period and their effective date based on the proposed financial plan (from **Table 2-19**).

Table 3-1: Proposed Revenue Adjustments

Line	Fiscal Year	Effective Date	Revenue Adjustments
1	FY 2027	7/1/2026	7.0%
2	FY 2028	7/1/2027	5.0%
3	FY 2029	7/1/2028	5.0%
4	FY 2030	7/1/2029	5.0%
5	FY 2031	7/1/2030	5.0%

PROPOSED THREE-YEAR WASTEWATER RATE SCHEDULE

The proposed three-year wastewater rate schedule is calculated by increasing the current rates by the proposed annual revenue adjustments (from **Table 3-1**) and rounding up to the nearest cent. **Table 3-2** show the proposed three-year annual user charges.

Table 3-2: Current and Proposed Rates

Line	User Charges (\$/ MG)	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028	Effective 7/1/2029	Effective 7/1/2030
1			<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Projection Only</i>	<i>Projection Only</i>
2	All Agencies	\$6,811	\$7,288	\$7,653	\$8,036	\$8,438	\$8,860

3.2 CUSTOMER IMPACTS

SINGLE FAMILY IMPACT

WRE evaluated the impact on the single family resident based on the proposed three-year wastewater rates.

Table 3-3 shows the proposed impacts for a single family resident based on an assumed flow rate of 180 gallons per day (GPD) for a typical single family resident⁶ (Line 3). The user charge rate (\$/ MG) from **Table 3-2** is converted to a rate per gallon (Line 2). The annual flow rate per EDU (Line 4) is calculated by multiplying the GPD/EDU assumption (Line 3) by 365 days in a year. The annual rate (Line 5) is calculated by multiplying the rate per gallon (Line 2) by the annual flow per EDU (Line 4). The total user charge per SFR (Single Family Resident) per month and per day

⁶ One EDU is equal to one single family customer.

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(Lines 6 and 7) is calculated by dividing the annual rate (Line 5) by 12 months in a year and 365 days in a year, respectively. The additional user charge per SFR per month and day (Lines 8 and 9) represents the incremental change from year to year between the total user charges (Lines 6 and 7).

For the typical single family customer in the first year (FY 2027), the monthly bill increase will be \$2.61, and the daily bill increase will be \$0.09, which reflects the impact of the proposed revenue adjustments. Even after the proposed rate adjustments, the average monthly wastewater treatment cost remains below typical regional wastewater treatment costs across Southern California utilities.

Table 3-3: Proposed Single Family Impact

Line	Single Family Customer Impacts	As of 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028
1	User Charge Rate (per 1 MG)	\$6,811	\$7,288	\$7,653	\$8,036
2	Rate per gallon	\$0.0068	\$0.0073	\$0.0077	\$0.0080
3	GPD/EDU	180	180	180	180
4	Annual Flow per EDU	65,700	65,700	65,700	65,700
5	Annual Rate	\$447	\$479	\$503	\$528
6	Total User Charge per SFR per Month	\$37.29	\$39.90	\$41.90	\$44.00
7	Total User Charge per SFR per Day	\$1.23	\$1.31	\$1.38	\$1.45
8	Additional User Charge per SFR per Month		\$2.61	\$2.00	\$2.10
9	Additional User Charge per SFR per Day		\$0.09	\$0.07	\$0.07

4. APPENDICES

4.1 FINANCIAL PLAN APPENDICES

Table 4-1: Projected Revenues (Detailed)

Line	Revenues (Detailed)	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Source	Budget	Projected	Projected	Projected	Projected	Projected
2							
3	User Charges						
4	User Charges - Victorville	\$19,602,164	\$20,092,218	\$20,594,523	\$21,109,386	\$21,637,121	\$22,178,049
5	User Charges - Apple Valley	\$5,516,743	\$5,654,662	\$5,796,028	\$5,940,929	\$6,089,452	\$6,241,688
6	User Charges - Hesperia	\$5,903,506	\$6,051,093	\$6,202,371	\$6,357,430	\$6,516,366	\$6,679,275
7	User Charges - CSA 64 Spring Valley Lake	\$1,612,954	\$1,653,278	\$1,694,610	\$1,736,975	\$1,780,399	\$1,824,909
8	User Charges - Mojave Narrows Park	\$6,811	\$6,811	\$6,811	\$6,811	\$6,811	\$6,811
9	User Charges - CSA 42 Oro Grande	\$157,986	\$161,936	\$165,984	\$170,134	\$174,387	\$178,747
10							
11	Other Operating Revenue						
12	Sludge Flow	\$144,000	\$144,000	\$144,000	\$144,000	\$144,000	\$144,000
13	High Strength Waste Surcharges	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
14	Septage Receiving Facility Charges	\$960,000	\$960,000	\$960,000	\$960,000	\$960,000	\$960,000
15	Reclaimed Wastewater Sales	\$40,907	\$40,907	\$40,907	\$40,907	\$40,907	\$40,907
16	Reclaimed Wastewater Sales	\$39,781	\$39,781	\$39,781	\$39,781	\$39,781	\$39,781
17	Reclaimed Wastewater Sales	\$17,015	\$17,015	\$17,015	\$17,015	\$17,015	\$17,015
18	Potable Well Wastewater Sales	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220	\$2,220
19	Biomethane Land Lease	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
20	Pretreatment Fees	\$55,150	\$55,150	\$55,150	\$55,150	\$55,150	\$55,150
21							
22	Interest Income						
23	Interest	\$62,610	\$241,770	\$233,874	\$171,227	\$159,620	\$178,267
24							
25	Connection Fee Revenue						

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Line	Revenues (Detailed)	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
26	Connection fees - Victorville	\$750,000	\$787,500	\$822,938	\$854,209	\$886,669	\$920,362
27	Connection fees - Apple Valley	\$467,900	\$491,295	\$513,403	\$532,913	\$553,163	\$574,184
28	Connection fees - Hesperia	\$543,000	\$570,150	\$595,807	\$618,447	\$641,948	\$666,342
29	Connection fees - CSA	\$81,883	\$85,977	\$89,846	\$93,260	\$96,803	\$100,482
30	Connection fees - Hesperia (Withheld)	\$4,358,581	\$0	\$0	\$0	\$0	\$0
31							
32	Total	\$40,835,210	\$37,567,762	\$38,487,268	\$39,362,794	\$40,313,813	\$41,320,189

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Table 4-2: Projected Operating Expenses (Detailed)

Line	Expenses (Detailed)	Number	Inflationary Assumption	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Source			Budget	Projected	Projected	Projected	Projected	Projected
2	Regular Salaries	5000	Salaries	\$1,748,680	\$1,906,061	\$2,049,016	\$2,202,692	\$2,367,894	\$2,545,486
3	Regular Salaries	5000	Salaries	\$3,288,907	\$3,584,909	\$3,853,777	\$4,142,810	\$4,453,521	\$4,787,535
4	Regular Salaries	5000	Salaries	\$1,141,291	\$1,244,008	\$1,337,308	\$1,437,606	\$1,545,427	\$1,661,334
5	Overtime	5005	Salaries	\$15,000	\$16,350	\$17,576	\$18,894	\$20,312	\$21,835
6	Overtime	5005	Salaries	\$225,000	\$245,250	\$263,644	\$283,417	\$304,673	\$327,524
7	Overtime	5005	Salaries	\$50,000	\$54,500	\$58,588	\$62,982	\$67,705	\$72,783
8	Medicare	5020	Benefits	\$24,852	\$26,840	\$28,987	\$31,306	\$33,811	\$36,516
9	Medicare	5020	Benefits	\$49,410	\$53,363	\$57,632	\$62,242	\$67,222	\$72,600
10	Medicare	5020	Benefits	\$15,982	\$17,261	\$18,642	\$20,133	\$21,744	\$23,483
11	PERS/Health Insurance	5025	Benefits	\$351,585	\$379,711	\$410,088	\$442,895	\$478,327	\$516,593
12	PERS/Health Insurance	5025	Benefits	\$567,737	\$613,156	\$662,208	\$715,185	\$772,399	\$834,191
13	PERS/Health Insurance	5025	Benefits	\$174,000	\$187,920	\$202,954	\$219,190	\$236,725	\$255,663
14	Workers Comp Insurance	5035	Benefits	\$143,300	\$154,764	\$167,145	\$180,516	\$194,957	\$210,554
15	Workers Comp Insurance	5035	Benefits	\$370,191	\$399,806	\$431,790	\$466,333	\$503,640	\$543,931
16	Workers Comp Insurance	5035	Benefits	\$119,416	\$128,970	\$139,287	\$150,430	\$162,465	\$175,462
17	PERS/Retirement	5040	Benefits	\$218,001	\$235,442	\$254,277	\$274,619	\$296,589	\$320,316
18	PERS/Retirement	5040	Benefits	\$334,919	\$361,713	\$390,650	\$421,902	\$455,654	\$492,106
19	PERS/Retirement	5040	Benefits	\$102,166	\$110,340	\$119,167	\$128,700	\$138,996	\$150,116
20	PERS/Retirement - Employer Lump Sum	5042	Benefits	\$713,180	\$770,234	\$831,853	\$898,401	\$970,274	\$1,047,895
21	Life Insurance	5045	Benefits	\$7,384	\$7,974	\$8,612	\$9,301	\$10,045	\$10,849
22	Life Insurance	5045	Benefits	\$15,612	\$16,861	\$18,210	\$19,667	\$21,241	\$22,940
23	Life Insurance	5045	Benefits	\$5,472	\$5,909	\$6,382	\$6,893	\$7,444	\$8,040
24	Unemployment Insurance	5050	Benefits	\$5,208	\$5,625	\$6,075	\$6,561	\$7,085	\$7,652
25	Unemployment Insurance	5050	Benefits	\$13,454	\$14,530	\$15,693	\$16,948	\$18,304	\$19,768
26	Unemployment Insurance	5050	Benefits	\$4,340	\$4,687	\$5,062	\$5,467	\$5,905	\$6,377
27	Disability Insurance	5055	Benefits	\$41,040	\$44,324	\$47,870	\$51,699	\$55,835	\$60,302
28	Misc Personnel Expenses	5060	Benefits	\$10,000	\$10,800	\$11,664	\$12,597	\$13,605	\$14,693
29	Electrical Equipment - Starters, PLC's, VFD's	6000	Equipment and Supplies	\$252,300	\$262,392	\$272,888	\$283,803	\$295,155	\$306,962
30	Electrical Equipment - Starters, PLC's, VFD's	6000	Equipment and Supplies	\$25,000	\$26,000	\$27,040	\$28,122	\$29,246	\$30,416
31	Electrical Equipment - Starters, PLC's, VFD's	6000	Equipment and Supplies	\$25,000	\$26,000	\$27,040	\$28,122	\$29,246	\$30,416
32	Process Equipment	6010	Equipment and Supplies	\$790,000	\$821,600	\$854,464	\$888,643	\$924,188	\$961,156
33	Process Equipment	6010	Equipment and Supplies	\$125,000	\$130,000	\$135,200	\$140,608	\$146,232	\$152,082
34	Process Equipment	6010	Equipment and Supplies	\$150,000	\$156,000	\$162,240	\$168,730	\$175,479	\$182,498
35	Process Equipment	6010	Equipment and Supplies	\$491,800	\$511,472	\$531,931	\$553,208	\$575,336	\$598,350
36	Process Equipment	6010	Equipment and Supplies	\$80,000	\$83,200	\$86,528	\$89,989	\$93,589	\$97,332
37	Process Equipment	6010	Equipment and Supplies	\$63,367	\$65,902	\$68,538	\$71,279	\$74,130	\$77,096

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2026 Wastewater Rate Study

Line	Expenses (Detailed)	Number	Inflationary Assumption	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
38	Instrumentation & Plant Samplers	6015	Electrical and Instrumentation	\$253,289	\$260,887	\$268,714	\$276,775	\$285,079	\$293,631
39	Instrumentation & Plant Samplers	6015	Electrical and Instrumentation	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964
40	Instrumentation & Plant Samplers	6015	Electrical and Instrumentation	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964
41	SCADA software support	6020	IT Hardware and Software	\$118,900	\$123,656	\$128,602	\$133,746	\$139,096	\$144,660
42	Software Renewals	6030	IT Hardware and Software	\$267,818	\$278,531	\$289,672	\$301,259	\$313,310	\$325,842
43	Electrical Supplies - wire, conduit	6035	Electrical and Instrumentation	\$95,600	\$98,468	\$101,422	\$104,465	\$107,599	\$110,827
44	Electrical Supplies - wire, conduit	6035	Electrical and Instrumentation	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796
45	Electrical Supplies - wire, conduit	6035	Electrical and Instrumentation	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796
46	Plumbing Supplies/Hardware	6040	Equipment and Supplies	\$125,000	\$130,000	\$135,200	\$140,608	\$146,232	\$152,082
47	Hardware Supplies	6045	Equipment and Supplies	\$15,000	\$15,600	\$16,224	\$16,873	\$17,548	\$18,250
48	Tools	6050	Equipment and Supplies	\$125,000	\$130,000	\$135,200	\$140,608	\$146,232	\$152,082
49	Tools	6050	Equipment and Supplies	\$16,490	\$17,149	\$17,835	\$18,549	\$19,291	\$20,062
50	Building and Ground Maintenance	6060	Building and Ground Repairs	\$698,000	\$704,980	\$712,030	\$719,150	\$726,342	\$733,605
51	Building and Ground Maintenance	6060	Building and Ground Repairs	\$83,000	\$83,830	\$84,668	\$85,515	\$86,370	\$87,234
52	Building and Ground Maintenance	6060	Building and Ground Repairs	\$100,000	\$101,000	\$102,010	\$103,030	\$104,060	\$105,101
53	Building Maint & Repairs	6060	Building and Ground Repairs	\$84,000	\$84,840	\$85,688	\$86,545	\$87,411	\$88,285
54	Building Maint & Repairs	6060	Building and Ground Repairs	\$15,000	\$15,150	\$15,302	\$15,455	\$15,609	\$15,765
55	Building Maint & Repairs	6060	Building and Ground Repairs	\$48,000	\$48,480	\$48,965	\$49,454	\$49,949	\$50,448
56	Equipment Services	6090	Equipment Repairs	\$480,000	\$504,000	\$529,200	\$555,660	\$583,443	\$612,615
57	Equipment Services	6090	Equipment Repairs	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907
58	Equipment Services	6090	Equipment Repairs	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907
59	Equipment Services	6090	Equipment Repairs	\$147,500	\$154,875	\$162,619	\$170,750	\$179,287	\$188,252
60	Equipment Services	6090	Equipment Repairs	\$27,300	\$28,665	\$30,098	\$31,603	\$33,183	\$34,842
61	Equipment Services	6090	Equipment Repairs	\$27,300	\$28,665	\$30,098	\$31,603	\$33,183	\$34,842
62	Vehicle, Cart & Mobile Equipment Maint	6120	Equipment Repairs	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877	\$319,070
63	Non-Highway Mobile Equip Maint & Repairs	6120	Equipment Repairs	\$13,500	\$14,175	\$14,884	\$15,628	\$16,409	\$17,230
64	Interceptor Wastewater Maint	6130	Building and Ground Repairs	\$50,000	\$50,500	\$51,005	\$51,515	\$52,030	\$52,551
65	Billing Sampler/Flow Meters	6145	Electrical and Instrumentation	\$67,165	\$69,180	\$71,255	\$73,393	\$75,595	\$77,863
66	Billing Sampler/Flow Meters	6145	Electrical and Instrumentation	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389
67	Billing Sampler/Flow Meters	6145	Electrical and Instrumentation	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Line	Expenses (Detailed)	Number	Inflationary Assumption	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
68	Safety Certificates & Permits	6160	Other Operations	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763
69	Maintenance Agreements	6165	Other Maintenance	\$163,549	\$165,184	\$166,836	\$168,505	\$170,190	\$171,892
70	Maintenance Agreements	6165	Other Maintenance	\$19,384	\$19,578	\$19,774	\$19,971	\$20,171	\$20,373
71	Maintenance Agreements	6165	Other Maintenance	\$19,384	\$19,578	\$19,774	\$19,971	\$20,171	\$20,373
72	Wastewater System Maintenance	6200	Other Maintenance	\$52,671	\$53,197	\$53,729	\$54,266	\$54,809	\$55,357
73	Sales/Use Tax/Light Assessment	6205	Other Maintenance	\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	\$10,510
74	Chemicals	7050	Chemicals	\$1,560,000	\$1,606,800	\$1,655,004	\$1,704,654	\$1,755,794	\$1,808,468
75	Chemicals	7050	Chemicals	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575
76	Chemicals	7050	Chemicals	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575
77	Electricity	7085	Utilities	\$1,800,000	\$1,836,000	\$1,872,720	\$1,910,174	\$1,948,378	\$1,987,345
78	Electricity	7085	Utilities	\$400,000	\$408,000	\$416,160	\$424,483	\$432,973	\$441,632
79	Electricity	7085	Utilities	\$350,000	\$357,000	\$364,140	\$371,423	\$378,851	\$386,428
80	Biogas Energy Operations	7087	Utilities	\$774,552	\$790,043	\$805,844	\$821,961	\$838,400	\$855,168
81	Natural Gas	7090	Utilities	\$1,000,000	\$1,020,000	\$1,040,400	\$1,061,208	\$1,082,432	\$1,104,081
82	Natural Gas	7090	Utilities	\$1,250	\$1,275	\$1,301	\$1,327	\$1,353	\$1,380
83	Natural Gas	7090	Utilities	\$1,500	\$1,530	\$1,561	\$1,592	\$1,624	\$1,656
84	Potable Wastewater	7100	Utilities	\$15,000	\$15,300	\$15,606	\$15,918	\$16,236	\$16,561
85	Potable Wastewater	7100	Utilities	\$15,000	\$15,300	\$15,606	\$15,918	\$16,236	\$16,561
86	Bottled Drinking Wastewater	7105	Other Operations	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526
87	Waste Disposal	7120	Utilities	\$175,000	\$178,500	\$182,070	\$185,711	\$189,426	\$193,214
88	On-Call Contracts	7130	Electrical and Instrumentation	\$165,000	\$169,950	\$175,049	\$180,300	\$185,709	\$191,280
89	Waste Oil & Solvent Disposal	7140	Utilities	\$80,000	\$81,600	\$83,232	\$84,897	\$86,595	\$88,326
90	Fuel	7150	Fuel	\$100,000	\$104,000	\$108,160	\$112,486	\$116,986	\$121,665
91	Lab Supplies	7165	Lab Services and Supplies	\$50,000	\$51,500	\$53,045	\$54,636	\$57,915	\$61,389
92	Plant Sample Analysis	7170	Lab Services and Supplies	\$275,000	\$283,250	\$291,748	\$300,500	\$318,530	\$337,642
93	Plant Sample Analysis	7170	Lab Services and Supplies	\$60,000	\$61,800	\$63,654	\$65,564	\$69,497	\$73,667
94	Plant Sample Analysis	7170	Lab Services and Supplies	\$50,000	\$51,500	\$53,045	\$54,636	\$57,915	\$61,389
95	Pretreatment Analysis	7175	Lab Services and Supplies	\$22,000	\$22,660	\$23,340	\$24,040	\$25,482	\$27,011
96	Safety Equipment including SCBAs	7200	Other Operations	\$85,000	\$89,250	\$93,713	\$98,398	\$103,318	\$108,484
97	Safety Boots and Glasses	7201	Other Operations	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907
98	Personal Protective Equipment (PPE)	7205	Other Operations	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078	\$6,381
99	Safety Training Program	7210	Other Operations	\$75,000	\$78,750	\$82,688	\$86,822	\$91,163	\$95,721
100	Building Halon System Service & Repair	7215	Building and Ground Repairs	\$30,000	\$30,300	\$30,603	\$30,909	\$31,218	\$31,530
101	Custodial Services	7220	Other Operations	\$80,000	\$84,000	\$88,200	\$92,610	\$97,241	\$102,103
102	Custodial Supplies	7225	Other Operations	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526
103	Equipment Rental	7265	Equipment and Supplies	\$50,000	\$52,000	\$54,080	\$56,243	\$58,493	\$60,833
104	Equipment Rental	7265	Equipment and Supplies	\$8,000	\$8,320	\$8,653	\$8,999	\$9,359	\$9,733
105	Uniform Service/Cleaning	7275	Other Operations	\$75,000	\$78,750	\$82,688	\$86,822	\$91,163	\$95,721

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Line	Expenses (Detailed)	Number	Inflationary Assumption	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
106	Alarm Services	7285	Other Operations	\$16,000	\$16,800	\$17,640	\$18,522	\$19,448	\$20,421
107	Alarm Services	7285	Other Operations	\$6,800	\$7,140	\$7,497	\$7,872	\$8,265	\$8,679
108	Security Repairs & Supplies, Misc	7290	Other Operations	\$43,713	\$45,899	\$48,194	\$50,604	\$53,134	\$55,791
109	Dig Alert Notification Service	7295	Other Operations	\$2,600	\$2,730	\$2,867	\$3,010	\$3,160	\$3,318
110	Telephones and long distance/Internet	8000	IT Hardware and Software	\$116,184	\$120,831	\$125,665	\$130,691	\$135,919	\$141,356
111	Telephones and long distance/Internet	8000	IT Hardware and Software	\$7,200	\$7,488	\$7,788	\$8,099	\$8,423	\$8,760
112	Telephones and long distance/Internet	8000	IT Hardware and Software	\$21,600	\$22,464	\$23,363	\$24,297	\$25,269	\$26,280
113	Cellular phones and pagers	8010	IT Hardware and Software	\$6,000	\$6,240	\$6,490	\$6,749	\$7,019	\$7,300
114	Radio communication & telemetry	8015	IT Hardware and Software	\$12,500	\$13,000	\$13,520	\$14,061	\$14,623	\$15,208
115	Computers - Hardware	8025	IT Hardware and Software	\$104,028	\$108,189	\$112,517	\$117,017	\$121,698	\$126,566
116	Computers - Hardware	8025	IT Hardware and Software	\$6,000	\$6,240	\$6,490	\$6,749	\$7,019	\$7,300
117	Computers - Hardware	8025	IT Hardware and Software	\$6,000	\$6,240	\$6,490	\$6,749	\$7,019	\$7,300
118	Computers - Software	8026	IT Hardware and Software	\$61,586	\$64,049	\$66,611	\$69,276	\$72,047	\$74,929
119	Office Equipment & Equip. Rental	8032	General	\$35,000	\$36,400	\$37,856	\$39,370	\$40,945	\$42,583
120	Vehicle Lease Program	8033	Automobile	\$198,000	\$207,900	\$218,295	\$229,210	\$240,670	\$252,704
121	Office Supplies	8035	General	\$75,000	\$78,000	\$81,120	\$84,365	\$87,739	\$91,249
122	Advertising and Printing	8045	General	\$60,000	\$62,400	\$64,896	\$67,492	\$70,192	\$72,999
123	Postage & Freight	8050	General	\$14,500	\$15,080	\$15,683	\$16,311	\$16,963	\$17,641
124	Staff Travel, Meetings & Registration	8060	General	\$79,050	\$82,212	\$85,500	\$88,920	\$92,477	\$96,176
125	Staff Travel, Meetings & Registration	8060	General	\$55,000	\$57,200	\$59,488	\$61,868	\$64,342	\$66,916
126	Staff Travel, Meetings & Registration	8060	General	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794	\$48,666
127	Sunshine Fund	8070	General	\$26,700	\$27,768	\$28,879	\$30,034	\$31,235	\$32,485
128	Community Events	8075	General	\$72,000	\$74,880	\$77,875	\$80,990	\$84,230	\$87,599
129	Prof Org Membership, Certifications & Permits	8090	General	\$48,000	\$49,920	\$51,917	\$53,993	\$56,153	\$58,399
130	Prof Org Membership, Certifications & Permits	8090	General	\$10,000	\$10,400	\$10,816	\$11,249	\$11,699	\$12,167
131	Prof Org Membership, Certifications & Permits	8090	General	\$3,000	\$3,120	\$3,245	\$3,375	\$3,510	\$3,650
132	Commissioners Fees	8095	General	\$9,600	\$9,984	\$10,383	\$10,799	\$11,231	\$11,680
133	Books & Periodicals, Education Reimbursements	8100	General	\$19,000	\$19,760	\$20,550	\$21,372	\$22,227	\$23,116
134	Books & Periodicals, Education Reimbursements	8100	General	\$15,000	\$15,600	\$16,224	\$16,873	\$17,548	\$18,250
135	Books & Periodicals, Education Reimbursements	8100	General	\$8,176	\$8,503	\$8,843	\$9,197	\$9,565	\$9,947
136	Accounting & Audit Services	8110	Professional Services	\$55,000	\$58,300	\$61,798	\$65,506	\$69,436	\$73,602
137	MIS Consulting	8120	Professional Services	\$100,777	\$106,824	\$113,233	\$120,027	\$127,229	\$134,862
138	Professional Services	8130	Professional Services	\$250,000	\$265,000	\$280,900	\$297,754	\$315,619	\$334,556
139	Professional Services	8130	Professional Services	\$135,000	\$143,100	\$151,686	\$160,787	\$170,434	\$180,660
140	Human Resource Consulting	8140	Professional Services	\$80,000	\$84,800	\$89,888	\$95,281	\$100,998	\$107,058
141	Rent	8166	General	\$89,818	\$93,411	\$97,147	\$101,033	\$105,074	\$109,277

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Line	Expenses (Detailed)	Number	Inflationary Assumption	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
142	Payroll Processing	8170	General	\$90,000	\$93,600	\$97,344	\$101,238	\$105,287	\$109,499
143	General Counsel	8175	Legal Services	\$450,000	\$481,500	\$515,205	\$551,269	\$589,858	\$631,148
144	Special/Additional Counsel	8180	Legal Services	\$100,000	\$107,000	\$114,490	\$122,504	\$131,080	\$140,255
145	Temporary Labor - Secretarial/clerical	8185	General	\$25,000	\$26,000	\$27,040	\$28,122	\$29,246	\$30,416
146	Temporary Labor - Laborers	8195	General	\$50,000	\$52,000	\$54,080	\$56,243	\$58,493	\$60,833
147	Insurance & Bond Policies Premiums	8226	Insurance	\$889,439	\$1,031,749	\$1,196,829	\$1,388,321	\$1,610,453	\$1,868,125
148	Regulatory Permits	8230	Regulatory Permits	\$254,680	\$259,774	\$264,969	\$270,268	\$275,674	\$281,187
149	Regulatory Permits	8230	Regulatory Permits	\$15,500	\$15,810	\$16,126	\$16,449	\$16,778	\$17,113
150	Regulatory Permits	8230	Regulatory Permits	\$15,500	\$15,810	\$16,126	\$16,449	\$16,778	\$17,113
151	Prof. SVC. - Flow Monitoring	8530	Professional Services	\$129,360	\$137,122	\$145,349	\$154,070	\$163,314	\$173,113
152	Street Lighting Assessment	8610	General	\$29,000	\$30,160	\$31,366	\$32,621	\$33,926	\$35,283
153	Contingency Fund	9010	Contingency Fund	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
154	Contingency Fund	9010	Contingency Fund	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000
155	Contingency Fund	9010	Contingency Fund	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
156	Total			\$27,781,056	\$29,291,815	\$30,813,615	\$32,445,745	\$34,213,182	\$36,113,385

Victor Valley Wastewater Reclamation Authority
2026 Wastewater Rate Study

Table 4-3: Capital Projects (Detailed)

Line	Capital Projects (Detailed)	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Admin Building Design and Rehabilitation and New Lab Building	PAYGO	\$1,280,000	\$4,500,000	\$3,000,000	\$0	\$0	\$0
2	Mojave Narrows Resource Recovery Facility/Hesperia Parallel Interceptor	Connection Fee	\$1,280,000	\$0	\$0	\$0	\$0	\$0
3	Oro Grande Pump Station Relocation Project	Connection Fee	\$0	\$0	\$2,720,495	\$0	\$0	\$0
4	Oro Grande Pump Station Relocation Project	Grant	\$0	\$0	\$2,500,000	\$0	\$0	\$0
5	Ossum Wash	PAYGO	\$300,000	\$0	\$1,000,000	\$1,000,000	\$0	\$0
6	PLC Replacement Project Phase 5	Connection Fee	\$87,356	\$0	\$0	\$0	\$0	\$0
7	Regional Plant Emergency Power Project	PAYGO	\$722,000	\$0	\$0	\$0	\$0	\$0
8	Regional Plant Headworks Repair	PAYGO	\$1,000,000	\$1,700,000	\$0	\$0	\$0	\$0
9	Regional Plant Headworks Repair	Connection Fee	\$200,000	\$0	\$0	\$0	\$0	\$0
10	Regional Plant MCC Modernization	PAYGO	\$870,000	\$820,000	\$920,000	\$920,000	\$920,000	\$0
11	Regional Plant Potable Connection to City of Victorville	PAYGO	\$400,000	\$0	\$2,000,000	\$500,000	\$0	\$0
12	Regional Plant Potable Connection to City of Victorville	Grant	\$0	\$0	\$1,000,000	\$0	\$0	\$0
13	Anammox Nitrogen Removal	Connection Fee	\$345,000	\$0	\$0	\$0	\$0	\$0
14	Anammox Nitrogen Removal	PAYGO	\$0	\$6,000,000	\$0	\$0	\$0	\$0
15	Rehabilitation of South Apple Valley Manholes HWY 18	PAYGO	\$500,000	\$0	\$500,000	\$500,000	\$500,000	\$500,000
16	Sludge and Aeration Valve Assembly Replacement	PAYGO	\$345,000	\$0	\$0	\$0	\$0	\$0
17	Strategic Vision Plan	Connection Fee	\$300,000	\$0	\$0	\$0	\$0	\$0
18	New Boiler	PAYGO	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$0
19	Ammonia Based Control	PAYGO	\$0	\$0	\$1,500,000	\$1,500,000	\$0	\$0
20	Facility/Biosolids Master Plan	PAYGO	\$0	\$600,000	\$0	\$0	\$0	\$0
21	UV Standardization	PAYGO	\$0	\$0	\$0	\$1,200,000	\$6,000,000	\$6,000,000
22	Total		\$7,629,356	\$13,620,000	\$16,140,495	\$6,620,000	\$7,420,000	\$6,500,000

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VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Agenda Item

TO: VWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: March 19, 2026

SUBJECT: **First Reading of Ordinance 001**

Attachments

Ordinance 001

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

20111 SHAY ROAD
VICTORVILLE CA 92394
(760) 246-8638



ORDINANCE NO. 001 RULES AND REGULATIONS FOR SEWERAGE SERVICE

April 16, 2026

AN ORDINANCE PRESCRIBING THE RULES AND REGULATIONS FOR SEWERAGE SERVICE AND THE OPERATION OF THE REGIONAL SEWERAGE SYSTEM WITHIN THE BOUNDARIES OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY AND ESTABLISHING THE SERVICE AND USER FEES CHARGES IN CONNECTION WITH PROVIDING SUCH SEWERAGE SERVICE AND THE OPERATION AND MAINTENANCE OF THE REGIONAL SEWERAGE SYSTEM, ALL PURSUANT TO STATEMENT OF FINDINGS AND BOARD ACTION SET FORTH IN THIS ORDINANCE NO. 001.

STATEMENT OF FINDINGS AND BOARD ACTION
REGARDING THE ADOPTION OF
ORDINANCE NO. 001

WHEREAS, Ordinance No. 001 of the Victor Valley Wastewater Authority (“VWWRA”) adopted by the Board of Commissioners (“Commission”) of VWWRA on October 8, 1980, (also known as Ordinance No. 80-19) established and imposed a schedule of user fees for services provided by the collection and treatment system owned, maintained and operated by VWWRA; and

WHEREAS, Article 11, Section 11-02 of Ordinance No. 001 provides in pertinent part that the Commission reserves the right to adopt charges and fees for the recovery of costs in connection with the commercial and industrial Pretreatment Program; and

WHEREAS, the funds collected pursuant to Ordinance No. 001 as amended are used to pay for the cost of operating and maintaining the collection and treatment systems owned, maintained and operated by VWWRA and to ensure compliance with regulatory requirements; and

WHEREAS, VWWRA operates a pretreatment program for certain commercial and industrial customers who discharge wastewater into the regional collection system to ensure that such discharge is in compliance with VWWRA quality requirements and does not overload or cause disruptions in the wastewater treatment system; and

WHEREAS, VWWRA issues permits to the commercial and industrial customers who are required to participate in the pretreatment program and charges application and inspection fees, as well as annual permitting fees in connection with such permits to ensure that the commercial and industrial users that are creating the additional burden on the system are paying the full costs associated with the program; and

WHEREAS, the member entities (i) have local pretreatment programs for the handling of FOG (food, oil and grease) that is generated by restaurants, (ii) require local permits in connection

with such programs, and (iii) enforce permit requirements through the local inspection process, it was determined that wastewater pretreatment for Food Service Establishments should be handled exclusively through member entity pretreatment programs to avoid duplication of cost and regulatory burden on Food Service Establishments;

WHEREAS, in July of 2021, the Board of Commissioners approved an amendment to Ordinance 001 to update the pretreatment program and;

WHEREAS, on February 16, 2023, the Commission approved Resolution 2023-04, which sets tipping fee for ADM, specifically, Fats, Oil, and Grease (FOG), disposal as authorized and contemplated by Section 07-04 of the Ordinance and,

WHEREAS, a Rate Study was completed in October of 2024 by RDN Inc. to evaluate future VVWRA users fee revenues necessary to fund regular operations and the capital improvement program (the “Rate Study”) and, the Board of Commissioners approved the Rate Study on October 24, 2024, the Board of Commissioners decided that the recommended increase approved in Resolution 2024-10 be implemented and the Ordinance was amended and adopted accordingly on November 7, 2024, after a first and second public reading of the Ordinance.

WHEREAS, on February 19, 2026, a proposed Financial Plan (the “Financial Plan”) was presented to the Board of Commissioners at a duly noticed regular meeting and the Board directed staff to complete a rate study based on the Financial Plan;

WHEREAS, a Rate Study was completed by Water Resources Economics in March 2026 to evaluate future VVWRA users fee revenues necessary to fund regular operations and the capital improvement program (the “Rate Study”) and,

WHEREAS, a true and accurate copy of the Rate Study is attached hereto as Exhibit “A” and is incorporated herein by this reference;

WHEREAS, the Board of Commissioners approved the Rate Study at a regularly scheduled meeting on March 19, 2026 through Resolution 2026-03 a true and accurate copy of which is attached hereto as Exhibit “B” and is incorporated herein by this reference;

WHEREAS, the Rate Study determined that the current user fee rates charged by VVWRA are not sufficient to cover future operating costs and necessary capital improvements and;

WHEREAS, the Rate Study and Resoulution 2026-03 provide that an increase in user charge rates is necessary to ensure that no deficit is further incurred in the operations of VVWRA; and,

WHEREAS, it is the decision of the Board of Commissioners that the recommended increase approved in Resolution 2026-03 be implemented;

WHEREAS, the recommended increase for user charge rates provides for a 7% (seven percent) increase for Fiscal Year 2027, a 5% (five percent) increase for Fiscal Year 2028 and a 5% (five percent) increase for Fiscal Year 2029;

WHEREAS, said recommended increases will bring user charge rates to \$7,288 per one million gallons in Fiscal Year 2027, \$7,653 per one million gallons in Fiscal Year 2028 and \$8,036 per one million gallons in Fiscal Year 2029.

WHEREAS, TABLE II of this Ordinance shall now be modified to incorporate the increase in user charges;

WHEREAS, on March 19, 2026, at a regularly scheduled meeting, the Board of Commissioners conducted a duly noticed public hearing and the First Reading of the Ordinance;

WHEREAS, on April 16, 2026, the Board of Commissioners conducted a duly noticed public hearing and the Second Reading of the Ordinance

NOW THEREFORE, the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority hereby ordains as follows:

Section 1. Findings. The Board of Commissioners asserts and adopts the findings set forth above;

Section 2. Repeal of Table II of Ordinance No. 001 Table II is hereby repealed in its entirety and, as set forth below, is to be replaced by the Amended Table II attached hereto.

Section 3. Amendment of Table II of Ordinance No. 001 Table II, as referenced in Section 10-01 of Ordinance No. 001 regarding user fee charges, is hereby amended and revised as set forth in the attachment hereto and is incorporated herein by the reference.

Section 4. Continued Effect of Remaining Provisions of Ordinance No. 001. Except for user charges and Table II values, the remaining provisions of Ordinance No. 001 not expressly repealed or amended by this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect and be in full force more than thirty (30) days after its adoption, starting July 1, 2026. Prior to the expiration of the fifteen (15) days from its adoption, the Ordinance or a summary of it shall be published in The Daily Press, a newspaper of general circulation within the boundaries of the Victor Valley Wastewater Reclamation Authority, or a newspaper of substantially equivalent circulation.

Section 6. Notice of Exemption. Within five working days after the passage and adoption of this Ordinance, the Commission hereby authorizes and directs staff to prepare, execute, and file with the County Clerk a Notice of Exemption for the revisions to Ordinance No. 001.

BEGIN TEXT OF ORDINANCE NO. 001

LEGISLATIVE HISTORY

ORDINANCE NO. 001

(PREVIOUSLY REFERRED TO AS ORDINANCE 80-19)

ADOPTED: 10/08/80

AMENDED: 11/25/81

AMENDED: 06/03/82

AMENDED: 11/17/83

AMENDED: 06/28/84

AMENDED: 06/27/85

AMENDED: 06/26/86

AMENDED: 01/29/87

AMENDED: 06/25/87

AMENDED: 06/30/88

AMENDED: 07/01/89

AMENDED: 07/01/90

AMENDED: 07/01/91

AMENDED: 06/25/92

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AMENDED: 10/28/99

AMENDED: 07/25/01

AMENDED: 07/05/02

AMENDED: 06/22/07

AMENDED: 06/20/08

AMENDED: 06/29/09

AMENDED: 06/21/12

AMENDED: 03/20/14

AMENDED: 05/20/15

AMENDED: 02/18/16

AMENDED: 10/23/19

AMENDED: 06/17/21

AMENDED: 11/07/24

REPEALED AND RESTATED: 04/16/2026

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ARTICLE 01: GENERAL

The purpose of these Rules and Regulations is to provide for the maximum possible beneficial public use of the Victor Valley Wastewater Reclamation Authority (VWWRA) facilities through adequate regulation of sewer design and construction, sewer use, and industrial wastewater discharges; to provide equitable distribution of the costs of the regional sewerage system and to provide procedures for complying with requirements placed upon the Reclamation Authority by other regulatory agencies.

The provisions of these Rules and Regulations shall apply to the direct or indirect discharge of all liquid carried wastes to facilities of the Reclamation Authority and the collection and processing of solid wastes that qualify as ADM and are approved by the Reclamation Authority from time to time. These Rules and Regulations, among other things, provide for the regulation of sewer service and construction in areas within the Reclamation Authority service area, the quality and quantity of discharged wastes, the degree of waste pretreatment required, the issuance of permits for wastewater discharge and of other miscellaneous permits, and the establishment of penalties for violation.

Unless otherwise provided herein, the Reclamation Authority, shall administer, implement, and enforce the provisions of this document. Each Member Entity will provide its own design and construction specifications for local systems. These specifications will be regulated and enforced individually by the Member Entities. The regulation of inflow into the sanitary sewer systems of each Member Entity is available under the following conditions:

- a) Domestic waste hook-up will be regulated by a permit procedure by each Member Entity.
- b) Industrial/commercial waste hook-up will be regulated by the individual Member Entities; however, all discharge of nondomestic wastewater will be subject to the standards and procedures set forth in this Ordinance as adopted and as hereafter amended; and with respect to Food Service Establishments, by the standards and procedures established by the Member Entities consistent with the requirements of this Ordinance.

The Reclamation Authority is a Joint Powers Agency created expressly for the purpose of treatment of wastewater and the ultimate disposal of effluent and solids in compliance with waste discharge requirements set from time to time by the California Regional Water Quality Control Board (Regional Board), Lahontan Region, and any and all applicable Federal, State, and Local statutes, ordinances regulations, and other requirements.

Sewerage service by the Reclamation Authority, subject to the availability of facilities, adequate capacity in facilities, funds or financing for the construction thereof, or all of the foregoing, is available to Member Entities on the terms of conditions herein established. The availability of such service is to be furnished to each Member Entity on the same basis, so that all such entities may be served in an equal and comparable manner.

The original financing for the regional sewerage system was established pursuant to Financial Policy Resolution 81-10 dated November 1981. On an ongoing basis, the Reclamation Authority Financial and Revenue Plan sets forth the means of funding capital and operational costs of the regional sewerage system. In general, the Reclamation Authority sets rates for service to the Member Entities that cover the costs of operating the regional sewerage system. The Reclamation Authority further establishes connection fees to fund capital infrastructure for the regional sewerage system. Connection fees are collected by each Member Entity from users at the local level on behalf of the Reclamation Authority.

It is additionally the intent of the Reclamation Authority to utilize reclaimed water to the maximum beneficial advantage of the community. This use may encompass all or a combination of ground water recharge, landscape irrigation, agricultural irrigation, industrial process water, recreational impoundment, or other beneficial use thereof.

The Reclamation Authority intends to provide regional sewerage service to its Member Entities through sound fiscal planning so as to provide capacity at all times to meet the growth of the area. The Reclamation Authority, however, urges that strong control measures be adopted within each Member Entity to encourage water conservation. In this manner, the Reclamation Authority would not only provide reuse of the treated wastewater, but even more importantly, reduce the consumptive use of high quality drinking water available within its boundaries.

The Reclamation Authority is committed to generating renewable energy through the collection and utilization of biogas that is a byproduct of the treatment process, including the processing of additional solid waste that qualifies as ADM within the digesters of the Reclamation Authority to maximize biogas generation.

ARTICLE 02: JURISDICTION

Pursuant to the regional "project concept", the "contracting communities" or "Member Entities" will collect sewage through locally owned and operated municipal collector systems within their respective boundaries and transmit same to the Reclamation Authority owned and operated regional sewerage system, via the Reclamation Authority's interceptor pipelines, for treatment and ultimate disposition of the treated effluent.

Reclamation Authority may establish policies and procedures for the acceptance of septage and solid waste products that qualify as ADM from waste haulers directly at its primary treatment facility. Reclamation Authority will further adopt standard operating procedures for the handling and treatment of solid waste products that qualify as ADM.

All Member Entities recognize that the violation of any rule and regulation regarding the use of the regional sewerage system by a Member Entity or any of its dischargers could jeopardize the integrity and operation of the regional system and the Reclamation Authority's ability to provide regional wastewater service to the entity in question and to the other Member Entities and their dischargers. In addition, all Member Entities recognize the importance of fair, equitable, and uniform enforcement of said Rules and Regulations throughout the regional system service area. Accordingly, each Member Entity pledges to comply with, honor, and enforce all Rules and Regulations in force relating to the regional sewerage system within their respective boundaries; and agrees to delegate to the Reclamation Authority the primary power and authority to regulate the discharge of nondomestic wastewater by Industrial Users into the tributary sewerage systems.

Notwithstanding anything contained herein which may appear to be to the contrary, the Member Entities shall have and retain exclusive jurisdiction and control over their local collector systems and the Reclamation Authority shall have and retain exclusive jurisdiction and control over the regional sewerage system.

ARTICLE 03: DEFINITIONS AND ABBREVIATIONS

03-01 - Definitions

For the purposes of this Ordinance, the following words and phrases are defined and shall be construed as hereinafter set out unless it shall be apparent from the context that they have a different meaning.

ACT shall mean the Federal Water Pollution Control Act of 1972, also known as the Clean Water Act, as amended, 33 USC 1251, et. seq. This Act has been incorporated by reference into California Law in the Water Code, Chapter 5.5.

ANAEROBICALLY DIGESTIBLE MATERIALS or ADM shall mean waste that can be accepted by the Reclamation Authority for treatment and disposal directly into the anaerobic digester at the wastewater treatment plant. These wastes include FOG, Food Waste and inedible kitchen grease as defined in section 19216 of the California Food and Agriculture Code and food material as defined in Title 14 of the California Code of Regulations, Chapter 3.1, Article 1, section 17852(a)(20).

APPROVED ANALYTICAL METHODS shall mean the sampling referred to in 40 CFR Part 403, Appendix E and analysis of these samples performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto. Where 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed using other applicable sampling and analytical procedures approved by the VVWRA and the EPA.

APPROVAL AUTHORITY shall mean the State of California Water Resources Control Board and/or the California Regional Water Quality Control Board, Lahontan Region.

AUTHORITY INTERCEPTOR shall mean those interceptor sewers owned by the Reclamation Authority for the conveyance of liquid wastes from Member Entity tributary sewerage systems to the Reclamation Authority's wastewater treatment facilities.

AUTHORITY SEWERAGE FACILITY shall mean any property belonging to the Reclamation Authority used in the treatment, reclamation, reuse transportation, or disposal of wastewater.

AUTHORIZED OR DULY AUTHORIZED REPRESENTATIVE OF THE USER shall mean:

1. If the User is a corporation:
 - a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty

of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively;
3. If the User is a Federal, State, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee; or
4. The individuals described paragraphs 1, 2, and 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to VVWRA.

If authorization under item 4 of this definition is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of item 4 of this definition must be submitted to the VVWRA prior to or together with any reports to be signed by an authorized representative.

AVERAGE DAILY FLOW shall mean the arithmetic average value for the number of gallons of wastewater discharged into the sewer system during a 24-hour period.

BEST MANAGEMENT PRACTICES (BMPs) shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Article 8. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) shall mean the quantity of dissolved oxygen required to biochemically oxidize the organic matter in a wastewater sample in five (5) days at 20°C expressed in terms of milligrams per liter (mg/l) and analyzed in accordance with Approved Analytical Methods.

BUILDING SEWER shall mean any sewer or sewer lateral conveying wastewater from the premises of a User to the public sewer system.

BUILDING SEWER - SANITARY shall mean a sewer pipe receiving flow from a single building and connecting to a sewer main or lateral, and constructed on private property, except for street crossing.

CATEGORICAL INDUSTRIAL USER (CIU) shall mean an Industrial User who is subject to promulgated Categorical Standards.

CATEGORICAL STANDARDS shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 USC section 1317) that apply to a specific category of Users and that appears in 40 CFR Chapter I, Subchapter N, Parts 405-421, as it exists and as it may be amended.

CHEMICAL OXYGEN DEMAND shall mean the quantity of dissolved oxygen required to chemically oxidize the contents of a waste sample under specific conditions of oxidizing agent, temperature, and time, expressed in terms of milligrams per liter (mg/l) and analyzed in accordance with Approved Analytical Methods.

CLASS I USER shall mean a Categorical Industrial User. (CIU)

CLASS II USER shall mean a Non-categorical Significant Industrial User. (NCSIU)

CLASS III USER shall mean a Non-Significant Industrial User. (NSIU)

CLASS IV USER shall mean a Temporary Industrial User. (TIU)

CLASS V USER shall mean a discharger of trucked or hauled wastewater to the POTW.

COLIFORM BACTERIA shall mean any of a number of species of bacterial organisms common to the intestinal tracts of humans and animals whose presence in sewage is an indicator of the potential presence of pathogens.

COLLECTION SEWER shall mean a public sewer owned and operated by a Member Entity, whose primary purpose is to collect wastewaters from individual point source discharges.

COMBINED SEWAGE shall mean a combination of both wastewater and storm or surface water.

COMBINED SEWER shall mean a sewer intended to receive both wastewater and storm or surface water.

COMMERCIAL WASTEWATER shall mean wastewater from any retail store, restaurant, office building, laundry, church, lodge, or other private business or service establishment.

COMMISSION shall mean the Board of Commissioners of the Reclamation Authority.

COMPATIBLE POLLUTANT shall mean BOD, suspended solids, pH, coliform bacteria, and such additional pollutants as are now or may be in the future specified and controlled by the Reclamation Authority's permit, for its wastewater treatment works as said works have been designed and are operated to reduce or remove such pollutants.

COMPLIANCE TIME SCHEDULE shall mean a formal timetable for achieving compliance required of Users in violation of the provisions of this Ordinance. Each Compliance Time Schedule shall contain milestone dates as well as a final compliance date, and shall be approved by the Manager.

COMPOSITE SAMPLE shall mean a sample which is collected from a wastewater discharge over a time period of twenty-four (24) hours. A composite sample may be collected using automatic continuous or discrete sampling equipment, or by manually collecting and compositing a minimum of four grab samples. Where specified by the Manager, composite samples shall be collected in a manner which is proportional to the flow rate of the discharge.

CONNECTION FEE shall mean a fee paid by a new system discharger to fund the capital costs associated with service capacity in the regional wastewater system.

CONSTITUENT shall mean any physical, chemical, or microbiological component or parameter of water or wastewater which can be quantified using Approved Analytical Methods.

CONSTRUCTION DRAINAGE shall mean water accumulated in excavations; water taken from the ground through a well-point, underdrain or other dewatering systems; water accumulated as a result of grading; and all other drainage associated with construction operations.

CONTROL AUTHORITY shall mean the General Manager of the VVWRA or his authorized representative, agent, or deputy.

CONTROL STRUCTURE shall mean a manhole, vault, or other chamber specially constructed for the purpose of sampling and measuring the flow of a nondomestic wastewater discharge to the POTW.

CONVENTIONAL POLLUTANT shall mean any pollutant or combination of pollutants listed as conventional in 40 CFR Part 401.16.

COUNTY shall mean the County of San Bernardino or the Board of Supervisors of the County of San Bernardino, California.

DAILY MAXIMUM shall mean the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT shall mean the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

DEVELOPMENTS shall mean parcels of land on which dwelling units, commercial, or industrial buildings, or improvements are built.

DIRECT DISCHARGE shall mean the discharge of wastewater to the storm drain system or waters of the State of California or the United States.

DISCHARGE TO THE GROUND shall mean the discharge of wastewater to or into the soil and not contained in a facility approved by the Manager as being impermeable.

DISCHARGER shall mean any person who causes or contributes a discharge into the POTW.

DISSOLVED ORGANIC HALIDES (DOX) shall mean the measure of dissolved halogenated organic material in domestic or other wastewater as analyzed in accordance with Approved Analytical Methods.

DISSOLVED SOLIDS shall mean the residues of the dissolved constituents in water.

DOMESTIC WASTEWATER (DOMESTIC SEWAGE) shall mean water bearing wastes from residences and other premises resulting from personal use of water for ordinary living processes.

EASEMENT shall mean an acquired legal right for the specific use of land owned by others.

EFFLUENT shall mean the liquid outflow from any POTW facility; or the nondomestic wastewater discharged by a User to the POTW.

ELECTRICAL CONDUCTIVITY (EC) shall mean the ability of an aqueous solution to carry an electrical current, expressed in terms of micromhos per centimeter (umhos/cm) at 25°C, and analyzed in accordance with Approved Analytical Methods.

ENVIRONMENTAL PROTECTION AGENCY (EPA) shall mean the United States Environmental Protection Agency, or where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

EXCHANGE-TYPE WATER CONDITIONING DEVICE shall mean a water conditioning device that is removed to and serviced at a commercial regeneration facility for regeneration from the premises at which it is normally operated.

EXISTING SOURCE shall mean any source of discharge that is not a “New Source”.

FLOATABLE OIL shall mean oil, fat, or grease that is made up of organic polar compounds derived from vegetable/plant or animal sources that are composed of long chain triglycerides (3 fatty acid molecules with one glycerol) and is in a physical state such that it will separate by gravity from wastewater by treatment in a pretreatment facility approved by the Reclamation Authority and Member Entity.

FATS, OIL, and GREASE (FOG) shall mean any substance such as vegetable or animal product that is used in, or is a byproduct of, the cooking for food preparation process, and that turns or may turn viscous or solidify with a change in temperature or other conditions.

FOOD PROCESSING FACILITY shall mean a wholesale or retail facility which handles, processes, or prepares foodstuffs intended for human and/or animal consumption.

FOOD SERVICE ESTABLISHMENT (FSE) shall mean means facilities defined in California Uniform Retail Food Facilities Law (CURFFL) Section 113785, and any commercial entity (such as, but not limited to, restaurants, commercial kitchens, caterers, hotels, bakeries, donut shops, public and private schools, hospitals, prisons, correctional facilities, and care institutions) within the service area, operating in a permanently constructed structure such as a room, building, or place, or portion thereof, maintained, used, or operated for the purpose of preparing, serving, or

manufacturing, packaging, or otherwise handling food for sale to other entities, or for consumption by the public, its members or employees, and which has any process or device that uses or produces FOG, or grease vapors, steam, fumes, smoke or odors that are required to be removed by a Type I or Type II hood, as defined in CURFFL Section 113785. A limited food preparation establishment is not considered a food service establishment when engaged only in reheating, hot holding or assembly of ready to eat food products and as a result, there is no wastewater discharge containing a significant amount of FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.

FOOD WASTE shall mean organic wastes derived from pre- and post-processed plants and animals (excluding those wastes generated at rendering facilities) for the explicit creation of foods for human and/or animal consumption. This includes, but may not be limited to, those foods and scraps processed or produced at restaurants, hospitals, food distributors, schools and residences.

FORCE MAIN shall mean a pipe in which wastewater is carried under pressure.

GARBAGE shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of food; and from solid waste recycling and separation facilities.

GENERAL MANAGER or MANAGER shall mean the General Manager of the VVWRA.

GRAB SAMPLE shall mean a sample which is collected from a wastewater discharge without regard for flow over a period of time not exceeding fifteen (15) minutes.

GRAVITY SEPARATION INTERCEPTOR shall mean an approved detention chamber designed to remove grease, oil, and solids from wastewater before discharge to the POTW.

HAZARDOUS SUBSTANCE shall mean any substance which is toxic, explosive, corrosive, flammable or an irritant, or which generates pressure through heat or decomposition including, but not limited to, any substance determined to be a toxic or hazardous substance pursuant to Section 307 and 311(b)(2) of the Clean Water Act, 33 USC, Section 1251, et. seq., or its implementing regulations at 40 CFR Section 307 and 311; any substance classified as a hazardous substance

pursuant to California Water Code Section 13050(p) and; any imminently hazardous chemical substance subject to regulation under the Toxic Mixtures or Substances Control Act, 15 USC, Section 2601, et seq.

HAZARDOUS WASTE shall mean any hazardous substance which is either the resultant and/or intermediate or final by-product of any process.

HOLDING TANK WASTE shall mean any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INCOMPATIBLE POLLUTANT shall mean any non-treatable waste product including non-biodegradable dissolved solids.

INDIRECT DISCHARGE or DISCHARGE shall mean the introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

INDUSTRIAL PLANT shall mean any facility which discharges industrial wastes. Each industrial plant will be considered and analyzed individually even though an owner may operate two or more industrial plants within the Reclamation Authority service area. A multi-building industrial plant located on a single site shall not be arbitrarily divided into separate units for the purpose of obtaining additional deductions and exemptions.

INDUSTRIAL SEWER shall mean a sewer owned and operated by an industry.

INDUSTRIAL USER (IU) The term Industrial User or User means a source of Indirect Discharge.

INDUSTRIAL WASTE ENFORCEMENT OFFICER shall mean a person authorized by the Reclamation Authority and Member Entities to inspect wastewater generation, conveyance, processing, and disposal facilities.

INDUSTRIAL WASTEWATER shall mean wastewater generated by industrial users.

INFILTRATION shall mean the water unintentionally entering the public sewer system, including groundwater seepage, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

INFILTRATION/INFLOW shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.

INFLOW shall mean the water discharge into a sanitary sewer system, including building drains and sewers, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, unpolluted cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and/or combined sewers, catch basins, stormwaters, surface runoff, street wash waters or drainage. (Inflow does not include, and is distinguished from, infiltration.)

INSTANTANEOUS LIMIT shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the flow rate and the duration of the sampling event.

INTERCEPTOR shall mean a gravity separation interceptor.

INTERCEPTOR SEWER shall mean a sewer whose primary purpose is to convey wastewater from the collection sewers of a Member Entity to the Reclamation Authority's wastewater treatment facilities.

INTERFERENCE shall mean a discharge which alone or in conjunction with a discharge or discharges from other sources, both:

- a) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- b) Causes a violation of any requirement of the POTW's NPDES permit and/or WDR (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

JOINT POWERS AUTHORITY shall mean members included in the Joint Exercise of Powers Agreement comprised of the following parties: City of Victorville, Town of Apple Valley, City of Hesperia, and County Service Areas No. 42 (Oro Grande) and No. 64 (Spring Valley Lake) or the entity known as VVWRA, however constituted.

LIQUID WASTE HAULER DISCHARGE PERMIT shall mean the regulatory procedure established and enforced by the Manager pursuant to Section 07-03 herein, to allow for the proper discharge of Septage into the POTW. LOCAL LIMIT shall mean specific discharge limits developed and enforced by the Reclamation Authority upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR Part 403.5(a)(1) and (b).

LOCAL SEWERING AGENCY shall mean the Member Entity, as designated in the Joint Powers Agreement, with authority to approve building plans for a particular User.

LOWER EXPLOSIVE LIMIT (LEL) shall mean the minimum concentration of a combustible gas or vapor in the air which will ignite if an ignition source is present.

MAINTENANCE shall mean keeping the sewer lines, sewer systems, sewer facilities or sewage works and structures in satisfactory working condition and good state of repair (including, but not limited, to preventing any obstructions or extraneous materials or flows from entering said facilities, protecting said facilities from any damage, and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services, and

adequately discharging the functions and producing the final results and purposes said facilities are intended to perform, discharge, or produce.

MASS EMISSION RATE shall mean the mass of material discharged to the POTW during a given time interval. Unless otherwise specified, the mass emission rate shall be expressed in pounds per day of a particular constituent or combination of constituents.

MAY is permissive.

MEMBER ENTITY shall mean one of the public functional entities that are legally accepted as members of the VVWRA and so designated in the JPAG.

MILLIGRAMS PER LITER (mg/l) shall mean a unit of the concentration of water or wastewater constituent. It is 0.001 g of the constituent in 1,000 ml of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent in reporting the results of water and wastewater analysis.

MONTHLY AVERAGE shall mean the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

MONTHLY AVERAGE LIMIT shall mean the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

NATIONAL PROHIBITIVE DISCHARGE STANDARD OR PROHIBITIVE DISCHARGE STANDARD shall mean any regulation developed under the authority of Section 307(b) of the Act and 40 CFR Part 403.5.

NATURAL OUTLET shall mean any outlet, including storm sewers and combined sewer overflows, into a water course; pond, ditch, lake or other body of surface or ground water.

NEW SOURCE shall mean

- (1) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants to the POTW, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that Section.
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered
- (2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

- a. Begun, or caused to begin, as part of a continuous onsite construction program
 - i. any placement, assembly, or installation of facilities or equipment; or
 - ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

NON-CATEGORICAL SIGNIFICANT INDUSTRIAL USER (NCSIU) shall mean a Significant Industrial User which is not subject to promulgated Categorical Standards.

NON-CONTACT COOLING OR HEATING WATER shall mean water which is used solely for the purpose of cooling or heating, and which has no direct contact with any raw material, intermediate product, waste product, or finished product.

NONDOMESTIC WASTEWATER shall mean all wastewater except domestic wastewater and unpolluted water as defined herein. Nondomestic wastewater shall include, but not be limited to, wastewater resulting from industrial, commercial, producing, manufacturing, processing, institutional, governmental, and agricultural operations, and brine wastewater resulting from the regeneration of water conditioning devices. All liquid wastewater hauled by truck, rail, or another means shall also be considered as nondomestic wastewater, regardless of the original source of the wastes. Hauled domestic wastewater is included in the category of nondomestic wastewater.

NONDOMESTIC WASTEWATER DISCHARGE PERMIT (PERMIT) shall mean the regulatory procedure established and enforced by the Manager pursuant to Section 08-07 herein, to control the flow and quality of wastes discharged into the POTW.

NONRESIDENTIAL USER shall mean any Industrial User or Commercial Discharger.

NON-SIGNIFICANT INDUSTRIAL USER (NSIU) shall mean any Industrial User which is not a Significant Industrial User.

NORMAL WORKING DAY shall mean the period of time during one day during which production and/or operation is taking place.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT shall mean the permit issued to the POTW by the California Regional Water Quality Control Board, Lahontan Region pursuant to Section 402 of the Act (33 USC 1342).

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) shall mean the classification of business establishments that was adopted in 1997 to replace the Standard

Industrial Classification system as outlined in the 2012 U.S. NAICS Manual; or latest edition thereof.

PETROLEUM BASED OIL AND GREASE shall mean Petroleum derived products, e.g., oils, fuels, lubricants, solvents;

OWNER shall mean any individual, firm, company, association, society, corporation or group discharging any wastewater to the POTW.

PASS-THROUGH shall mean any discharge which exits the POTW into waters of the State of California or United States in quantities or concentrations which, alone or in conjunction with other discharges, causes a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

PATHOGEN shall mean any bacterial, viral, protozoan or other microbial organism which has the ability to cause disease in man.

PERMITTEE shall mean any User who is issued a Nondomestic Wastewater Discharge Permit pursuant to Section 08-07 herein.

PERSON shall mean any individual, family, household, partnership, co-partnership, firm, industry, company, corporation, association, society, Joint Stock Company, trust, estate, governmental entity, or group, Member Entity, or any other legal entity or their legal representatives, agents, or assigns. The masculine gender shall include the feminine; the singular shall include the plural where indicated by the context.

pH shall mean the measure of the acidity or alkalinity of a solution, expressed in standard units and calculated as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions, as analyzed in accordance with Approved Analytical Methods.

PLUMBING OFFICIAL shall mean the Director of Building and Safety of the Local Sewering Agency or his authorized representative or deputy.

POLLUTANT shall mean any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POLLUTION shall mean the man-made or man-induced adverse alteration of the chemical, physical, biological, and radiological integrity of water.

POPULATION EQUIVALENT shall mean a term used to evaluate the impact of industrial or other waste on a treatment works or stream. One population equivalent of normal domestic sewage is 70 gallons of sewage per day, or 0.12 pounds of BOD or 0.15 pounds of suspended solids per day. The impact on a treatment works is evaluated as the equivalent of the highest of

the three parameters. Impact on a stream is the higher of the BOD and suspended solids parameters.

PUBLICLY OWNED TREATMENT WORKS (POTW) shall mean treatment works as defined by Section 212 of the Act, (33 USC 1292). This definition includes any devices or systems owned and operated by VVWRA and its Member Entities, which are used in the storage, treatment, recycling and reclamation of municipal sewage within the regional sewerage system, the tributary sewerage systems, and any other sewers, pipes, lift stations, and other conveyances which convey wastewater to the wastewater treatment facilities contained therein.

POTW TREATMENT PLANT shall mean the portion of the POTW designed to provide treatment to wastewater.

PRETREATMENT shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes, process changes, or other means, except as prohibited by 40 CFR Part 403.6 (d).

PRETREATMENT REQUIREMENT shall mean any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, imposed on a User.

PRETREATMENT STANDARD shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by EPA or the VVWRA, applicable to Users, including promulgated Categorical Standards, National Prohibitive Discharge Standards, General Discharge Prohibitions contained in Section 08-04.2 herein, and Specific Local Discharge Limitations contained in or pursuant to Sections 08-05.1 and 08-05.2 herein.

PRETREATMENT WASTES shall mean all wastes, liquid or solid, removed from nondomestic wastewater by physical, chemical, or biological means.

PROCESS WASTEWATER shall mean nondomestic wastewater, excluding boiler blowdown and non-contact cooling water or cooling tower discharges.

PROHIBITED DISCHARGE STANDARDS OR PROHIBITED DISCHARGES shall mean absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 08.04 of this ordinance.

PUBLIC AGENCY shall mean the Federal Government, the State, or any City, County, District, JPA, or other public agency or body duly organized under the laws of the State of California or of the USA.

PUBLIC SEWER shall mean any sewer located in or maintained by the VVWRA or a Member Entity which is tributary to the wastewater treatment facilities operated by VVWRA. The term as used here does not include storm drains or channels for conveyance of natural surface waters.

RADIOACTIVE MATERIAL shall mean material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays, or energy forms.

RECLAMATION AUTHORITY shall mean the Victor Valley Wastewater Reclamation Authority.

REGIONAL BOARD shall mean the California Regional Water Quality Control Board, Lahontan Region.

REGIONAL SERVICE AREA shall mean the service area of the Reclamation Authority, the boundaries of which are determined as described in Article 04.

REGIONAL SEWERAGE SYSTEM shall mean the regional component of the sewerage system which is owned and operated by the Reclamation Authority, including the Authority Interceptor, Authority Sewerage Facility and POTW Treatment Plant, but excluding the Collection Sewers and Tributary Sewerage System.

REGULATORY AGENCIES shall mean those public agencies legally constituted to protect the public health and water quality in the United States, such as EPA, or State of California, such as the California Environmental Protection Agency; the California Department of Public Health; the State Water Resources Control Board; the California Regional Water Quality Control Board, Lahontan Region; and the San Bernardino County Department of Environmental Health Services.

RESTAURANT shall mean any retail establishment which prepares and sells foods and drinks on the premises for consumption on or off the premises.

SALT AND NUTRIENT MANAGEMENT PLAN means the plan adopted in 2015 by the California Regional Water Quality Control Board, Lahontan Region, to manage salts and nutrients in groundwaters in the Mojave River Watershed.

SANITARY SEWAGE shall mean domestic wastewater.

SANITARY SEWER shall mean a sewer which carries wastewater, and to which storm, surface, and ground water are not intentionally admitted.

SEPTAGE shall mean any wastewater or sludge removed from a cesspool, septic tank, holding tank, or chemical toilet, and which is trucked or hauled to the point of discharge.

SERVICE AGREEMENT shall mean the contract documents common to Member Entities, and executed during formation of JPA dated November 1976, as the same may be amended from time to time.

SEWAGE shall mean wastewater.

SEWAGE LIFT STATION shall mean a station positioned in a sewer system at which wastewater is pumped to a higher level.

SEWER shall mean a pipe or conduit that carries wastewater or drainage water.

SEWERAGE SYSTEM shall mean a network of wastewater collection, conveyance, treatment and disposal facilities interconnected by sewers, and owned by the Reclamation Authority or the Member Entities.

SHALL is mandatory.

SHREDDED GARBAGE shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2" (1.25 centimeters) in any dimension.

SIGNIFICANT INDUSTRIAL USER (SIU) shall mean any Industrial User of the POTW who 1. is subject to Categorical Standards; 2. has an average daily discharge of 25,000 gallons or more of process wastewater (as defined herein); 3. has a process wastestream which makes up 5% or more of the average dry-weather hydraulic or organic capacity of the Wastewater Treatment Facilities receiving the wastewater; or 4. is designated by the Manager to have a reasonable potential for adversely affecting the POTW's operation or violating any applicable pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE (SNC) shall mean violations of pretreatment requirements, which include violations of effluent limits, sampling violations, analysis violations, reporting violations, compliance schedule and regulatory deadline violations, which satisfy one or more of the following criteria:

- a) Violations of wastewater discharge limits:
 1. Chronic Violations. Sixty-six percent or more of all the measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined by 40 CFR 403.3(l)
 2. Technical Review Criteria (TRC) Violations. Thirty-three percent or more of all the measurements for each pollutant or pollutant property taken during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits as defined by 40 CFR 403.3(l) multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease and 1.2 for all other pollutants except pH)
 3. Any other violation(s) of a pretreatment effluent limit (daily maximum, long-term average, instantaneous, or narrative standard) that the VVWRA determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of the POTW personnel or the public).
 4. Any discharge of a pollutant that has caused imminent endangerment to human health or welfare or to the environment or has resulted in the Reclamation Authority's exercise of its emergency authority to halt or prevent such a discharge.
- b) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in Nondomestic Wastewater Discharge Permit, Compliance Time

Schedules or other enforcement order for starting construction, completing construction, or achieving final compliance.

- c) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
- d) Failure to report noncompliance in an accurate and timely fashion.
- e) Any other violation or group of violations, which may include a violation of BMPs, which the Manager determines will adversely affect the operation or implementation of the pretreatment program.

SINGLE PASS, NON-CONTACT COOLING OR HEATING WATER shall mean non-contact cooling or heating water which is used only once and then disposed of.

SLUG DISCHARGE CONTROL PLAN shall mean a plan submitted to the VVWRA by a User pursuant to Section 08-09.4(b) herein, which specifies to the Manager's satisfaction the potential pollutants used and/or stored at the User's facility; potential pathways of entry of said potential pollutants into the POTW; and facilities and procedures for preventing or controlling the occurrence of slug loading.

SLUG LOAD or SLUG DISCHARGE shall mean any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 08.04 of this ordinance. A slug discharge is any discharge of non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violates the Reclamation Authority's regulations, local limits, or nondomestic wastewater discharge permit.

SOLID WASTE shall mean the non-liquid carried wastes normally considered to be suitable for disposal with refuse at sanitary landfill refuse disposal sites.

SOLID WASTE ADM DISCHARGE PERMIT shall mean the regulatory procedure established and enforced by the Manager pursuant to Section 07-04 herein, to permit the treatment and disposal of solid waste which qualifies as ADM directly into the anaerobic digester at the wastewater treatment plant.

SOLVENT MANAGEMENT PLAN (TOXIC ORGANIC MANAGEMENT PLAN) shall mean a plan submitted to the VVWRA by an Industrial User pursuant to Section 08-09.4(a) herein, which specifies to the Manager's satisfaction the solvents and other toxic organic compounds used; the methods of disposal used; and procedures for assuring that solvents and other toxic organics do not routinely spill or leak into the wastewater.

SPECIFIC COMPLIANCE PLAN shall mean a plan submitted to the VVWRA by an Industrial User pursuant to Section 08-09.4(c) herein, which specifies to the Manager's satisfaction the cause of noncompliance; the corrective actions which will be taken to prevent recurrence of said noncompliance; and, if required by the Manager, a proposed Compliance Time Schedule.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987; or latest edition thereof.

"STANDARD METHODS" shall mean "Standard Methods for the Examination of Water and Wastewater", latest edition, prepared and published by the American Public Health Association, American Water Works Association, and Water Environment Federation, which specifies accepted procedures used to assess the quality of water and wastewater.

STATE shall mean the State of California.

STATE WATER BOARD shall mean the State of California Water Resources Control Board.

STORMWATER shall mean any flow of water resulting from natural precipitation.

STORMWATER SYSTEM shall mean all stormwater conveyance and treatment facilities located within the VVWRA, including, but not limited to, storm drains, catch basins, storm drain manholes and manways, and stormwater pumping facilities.

SURCHARGE shall mean an assessment, in addition to the service charge, which may be levied on those Users whose wastes are greater in strength than surcharge threshold concentration values established by the Manager.

SUSPENDED SOLIDS OR "SUSPENDED MATTER" (TSS) shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration.

TEMPORARY INDUSTRIAL USER (TIU) shall mean any Industrial User who is granted temporary permission by the Manager to discharge unpolluted water or wastewater to the public sewer and controlled by a wastewater discharge permit. Such temporary permission shall not be granted to Industrial Users subject to promulgated Categorical Standards.

TOTAL DISSOLVED SOLIDS (TDS) shall mean the quantity of non-volatile substances remaining after filtration through a standard filter and drying to constant weight at 180°C, expressed in terms of milligrams per liter (mg/l) and analyzed in accordance with Approved Analytical Methods. TDS is synonymous with Total Filterable Residue (TFR).

TOTAL SOLIDS shall mean the sum of suspended and dissolved solids.

TOTAL TOXIC ORGANICS (TTO) shall mean the sum of the concentrations for each of the toxic organic compounds regulated by applicable Categorical Standards which are found in the User's discharge at a concentration greater than ten (10) micrograms per liter, and analyzed in accordance with Approved Analytical Methods. TTO is comprised of the following constituents:

Acenaphthene	4-Chlorophenyl phenyl ether	Benzo(ghi) perylene
Acrolein	4-Bromophenyl phenyl ether	Fluorene
Acrylonitrile	Bis(2-chloroisopropyl) ether	Phenanthrene
Benzene	Bis(2-chloroethoxy) ether	Dibenzo(a,h) anthracene
Benidine	Methylene chloride	Indeno(1,2,3-cd) pyrene
Carbon tetrachloride	Methyl chloride	Pyrene
Chlorobenzene	Methyl bromide	Tetrachloroethylene
1,2,4-Trichlorobenzene	Bromoform	Toluene
Hexachlorobenzene	Dichlorobromomethane	Trichloroethylene
1,2-Dichloroethane	Chlorodibromomethane	Vinyl chloride
1,1,1-Trichloroethane	Hexachlorobutadiene	Aldrin
Hexachloroethane	Hexachlorocyclopentadiene	Dieldrin
1,1-Dichloroethane	Isophorone	4,4'-DDT
1,1,2-Trichloroethane	Naphthalene	4,4'-DDE
1,1,2,2-Tetrachloroethane	Nitrobenzene	4,4'-DDD
Chloroethane	2-Nitrophenol	alpha-Endosulfan
Bis(2-chloroethyl) ether	4-Nitrophenol	beta-Endosulfan
2-Chloroethyl vinyl ether	2,4-Dinitrophenol	Endosulfan sulfate
2-Chloronaphthalene	4,6-Dinitro-o-cresol	Endrin
p-Chloro-m-cresol	N-nitrosodimethylamine	Endrin aldehyde
Chloroform	N-nitrosodiphenylamine	Heptachlor
2-Chlorophenol	N-nitrosodi-n-propylamine	Heptachlor epoxide
1,2-Dichlorobenzene	Pentachlorophenol	alpha-BHC
1,3-Dichlorobenzene	Phenol	beta-BHC
1,4-Dichlorobenzene	Bis(2-ethylhexyl) phthalate	gamma-BHC
3,3'-Dichlorobenzidine	Butyl benzyl phthalate	delta-BHC
1,1-Dichloroethylene	Di-n-butyl phthalate	Arochlor 1242
1,2-trans-Dichloroethylene	Di-n-octyl phthalate	Arochlor 1254
2,4-Dichlorophenol	Diethyl phthalate	Arochlor 1221
1,2-Dichloropropane	Dimethyl phthalate	Arochlor 1232
1,3-Dichloropropylene	Benzo(a)anthracene	Arochlor 1248
2,4-Dimethylphenol	Benzo(a)pyrene	Arochlor 1260
2,4-Dinitrotoluene	Benzo(b)fluoranthene	Arochlor 1016
2,6-Dinitrotoluene	Benzo(k)fluoranthene	Toxaphene
1,2-Diphenylhydrazine	Chrysene	Fluoranthene
Ethylbenzene	Acenaphthylene	Anthracene
Chlordane (tech and metabolites)		

TOXIC POLLUTANT shall mean any pollutant or combination of pollutants listed as toxic in 40 CFR Part 401.15 or 40 CFR Part 403, Appendix B.

TRADE SECRETS shall include, but not be limited to, any formula, plan pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not

patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value, and which gives its User an opportunity to obtain a business advantage over competitors who do not know or use it.

TRIBUTARY SEWERAGE SYSTEM shall mean any sewerage system under the jurisdiction of a Member Entity that is tributary to the Reclamation Authority's sewerage system and is connected thereto.

UNCONTAMINATED WATER shall mean unpolluted water.

UNPOLLUTED WATER shall mean non-contact cooling or heating water; air conditioner, condenser or chiller condensate; ice melt; or uncontaminated ground water, surface water, or stormwater.

USER shall mean any person who contributes, causes, or permits the contribution of wastewater into the POTW, including Households, Private Residences, Nonresidential Users, and Member Entities.

WASTE shall mean sewage and any and all other waste substances, liquid, solids, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of whatever nature, including such wastes placed within containers of whatever nature, prior to and for the purpose of disposal.

WASTEWATER shall mean the liquid and water-carried domestic or nondomestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

WASTEWATER CONSTITUENTS AND CHARACTERISTICS shall mean the individual chemical, physical, bacteriological, and radiological parameters, including volume, flow rate, concentration, and such other parameters that serve to define, classify, or measure the quality and quantity of wastewater.

WASTEWATER DISCHARGE PERMIT shall mean a Nondomestic Wastewater Discharge Permit.

WASTEWATER TREATMENT FACILITIES shall mean the structures, equipment, and processes maintained by the VVWRA which accept untreated wastewater from the public sewer and are required to treat and dispose of domestic and nondomestic wastewater.

WASTEWATER TREATMENT PLANT shall mean the POTW Treatment Plant.

WATER CONDITIONING DEVICE shall mean any device or apparatus used to soften or otherwise condition water, including zeolite or resinous anion or cation exchange softeners, demineralizers, and any other like device.

WATERS OF THE STATE OF CALIFORNIA shall be in accordance with sections 13050-13051 of the California Code of Regulations.

WATERS OF THE UNITED STATES shall be in accordance with 40 CFR Part 230.3.

WATER SUPPLY shall mean the water supply serving the area tributary to the POTW.

WASTE DISCHARGE REQUIREMENTS (WDR) shall mean those requirements imposed by the Lahontan Regional Water Quality Control Board in connection with the disposal of solid wastes by the Reclamation Authority pursuant to Title 27 of the California Code of Regulations and Article 4 of Chapter 4 of Division 7 of the California Water Code (also known as the Porter-Cologne Water Quality Control Act).

WILL SERVE LETTER shall mean written authorization from the Reclamation Authority or its representative authorizing contributions of sewerage from an Industrial User into the tributary sewerage system.

ZERO DISCHARGER shall mean a User that does not discharge wastewater, pollutants, or other substances into the POTW.

03-02 - Abbreviations

For the purposes of this Ordinance, the following abbreviations shall have the designated meanings:

Abbreviation	Designated Meaning	Abbreviation	Designated Meaning
AO	Administrative Order	NCSIU	Non-Categorical Significant Industrial User
ADM	Anaerobically Digestible Materials	NOV	Notice of Violation
APE	Alkyl Phenol Ethoxylates	NPDES	National Pollutant Discharge Elimination System
BMR	Baseline Monitoring Report	NSIU	Nonsignificant Industrial User
BOD	Biochemical Oxygen Demand	NWDP	Nondomestic Wastewater Discharge Permit
CAA	Clean Air Act	POTW	Publicly Owned Treatment Works
CDO	Cease and Desist Order	PPD	Pounds per Day
CFR	Code of Federal Regulations	RCRA	Resource Conservation and Recovery Act
CIU	Categorical Industrial User	SIC	Standard Industrial Classification
CO	Compliance Order	SIU	Significant Industrial User
COD	Chemical Oxygen Demand	SNC	Significant Noncompliance
CTS	Compliance Time Schedule	SWDA	Solid Waste Disposal Act, 42 USC 6901 et. seq.
DOX	Dissolved Organic Halides	TDS	Total Dissolved Solids
EAP	Ethylated Alkyl Phenols	TFR	Total Filterable Residue
EC	Electrical Conductivity	TIU	Temporary Industrial User
EPA	Environmental Protection Agency	TOC	Total Organic Carbon
FOG	Fats, oils, and grease	TOX	Total Organic Halides
FSE	Food Service Establishment	TRC	Technical Review Criteria
gpd	gallons per day	TSCA	Toxic Substances Control Act
IU	Industrial User	TSS	Total Suspended Solids
JPA	Joint Powers Authority	TTO	Total Toxic Organics
JPAG	Joint Powers Agreement	µg	micrograms
l	liter	µg/l	micrograms per liter
lb	pound	µmhos/cm	micromhos per centimeter
LEL	Lower Explosive Limit	UBC	Uniform Building Code
MBAS	Methylene Blue Activated Substances	UFC	Uniform Fire Code
mg	milligrams	UPC	Uniform Plumbing Code
mg/l	milligrams per liter	USC	United States Code
MOU	Memorandum of Understanding	VVWRA	Victor Valley Wastewater Reclamation Authority
MPRSA	Marine Protection Research and Sanctuaries Act	WDR	Waste Discharge Requirements

ARTICLE 04: AREA SERVED

The Rules and Regulations set forth herein pertain to sewer service to land or improvements, or both, lying within the boundaries of the Reclamation Authority, unless otherwise stated.

Per JPA Agreement, Section A, Paragraph 3, "The territorial boundaries may be changed from time to time upon the approval of two-third (2/3) of the members of this Agency." Section A, Paragraph 5 of the JPA further states in regard to eligibility for membership (other than those specified) that "(h) other such public agencies as may hereafter be declared eligible by unanimous vote of existing members," and Paragraph 6 states, "in connection with the admission of any additional eligible public agency after formation of the Agency, each of the existing members and

The prospective member for contributions toward past and present agency and project expenditures." Policy Resolution 81-10 of the Reclamation Authority further provides:

"Before any territory outside the boundaries of the Reclamation Authority may be added or service may be provided to it, such area must first be annexed to the boundaries of a contracting community and must also be annexed to the boundaries of the VVWRA. Annexation to the VVWRA may only be accomplished through satisfaction of all applicable legal prerequisites and payment of applicable fees and charges".

Therefore, in accordance with the JPA and the policy resolution a public entity or applicant owner of property outside the boundaries of the Reclamation Authority must petition for inclusion of eligibility for membership or apply for service through a JPA member and request the service area to be expanded. Conditions of service must be reviewed first by the Member Entity, or entities involved, and then by the JPA since "annexation to the VVWRA may only be accomplished through satisfaction of all applicable legal prerequisites and payment of applicable fees and charges." Such costs will be reviewed by a consultant selected by the Reclamation Authority and approved at a regular Commission meeting.

Notwithstanding the foregoing, Reclamation Authority may accept and process ADM from sources outside of the boundaries of the Reclamation Authority for the purpose of maximizing the utilization of the Reclamation Authority's anaerobic digesters and the generation of biogas for the production of renewable energy, provided, however, that ADM which is generated within the boundaries of the Reclamation Authority will have priority.

ARTICLE 05: GENERAL REQUIREMENTS

05-01 - Sewer Service Conditions

Sewer service shall be provided by the Reclamation Authority only if the service area is included within or added to the Member Entity's and the Reclamation Authority's boundaries and the applicant meets the requirements of the Reclamation Authority and the interested Member Entity. Properties may from time to time petition the Member Entity and the Reclamation Authority for annexation in compliance with Service Agreements, the JPA, and the Authority's Rules and Regulations. Sewer Conveyance, treatment, and disposal shall be available only in accordance with the Reclamation Authority's and the Member Entity's Rules and Regulations, as well as applicable Federal, State, and local statutes, ordinances, regulations, and contracts, and other requirements. This includes, but is not limited to the California Water Code, the California Code of Regulations, and regulations imposed by the Regional Board, and State and local health departments, as well as the terms of any service agreement and permit issued by the Authority and/or the Member Entity. Any such permit may be revoked by the party granting same and thereupon all such sewer service shall cease in the manner provided in such granting Entity's Rules and Regulations.

05-02- Application Procedure

An Industrial User will have completed the following steps prior to direct or indirect sewerage discharges into the Reclamation Authority's facilities:

- a) Letter of intent to the Member Entity outlining project plans of development followed by;
- b) Written response from the Member Entity.

Pre-Initiation

- c) Application for service.
- d) Receipt of approved Certificate of Adequacy and permit from the Member Entity and a "Will Serve Letter" from the Reclamation Authority.
- e) Five-day notification to the Member Entity prior to commencement of construction.

Construction

- f) Request for final acceptance of completed works.
- g) Receipt of written authorization, from the Member Entity, to connect to facilities that will contribute to the Reclamation Authority's system.
- h) The Member Entity shall be responsible for informing the Reclamation Authority of planned developments that may significantly affect the operational or capacity limits of the Reclamation Authority's facilities. Additionally, the Member Entity must have obtained a "Will Serve Letter" from the Authority prior to issuing a "Certificate of Adequacy" to an Industrial User.

05-03 - Design and Construction Criteria

Design criteria as submitted in the letter of intent and service application shall conform to the following:

- a) The average flow rate is to be determined based on good engineering practice. The ranges shown in Plate I (Average Flow Rate Chart) may be used as a guide; however, flows outside of these ranges may occur. If flows are used which are less than those listed, the Reclamation Authority's approval must be obtained in advance of design.
- b) The peak sewage flow rate shall be obtained by entering the chart with average daily flow rates.
- c) For hydraulic design, use Manning's "n" = 0.013 or Hazen-Williams "C" = 100. For pipe sizes 10" or less in diameter, design pipe so peak flow rate will be carried when pipe is flowing at one-half depth. Discharge at one-half depth equals one-half discharge when full and velocity equals velocity when full. Tables and formulas to find slope may be used by entering with two times the peak flow rate.
- d) For pipes 12 inches and larger in diameter, design pipe so peak flow will be carried when pipe is flowing at two-thirds depth. Discharge at two-thirds depth equals three-quarters 4 discharge when full and velocity equals 1.16 times velocity when full. Tables and formulas to find slope may be used by entering with 1.33 times the peak flow rate.

All applications shall be accompanied by a "Certificate of Adequacy of Sewerage System" (Form of Certificate of Adequacy of Sewerage System).

05-04 - Illegal Connections

Only Member Entities or others under contract with the Reclamation Authority may make connection to interceptor sewers of the Reclamation Authority. Specifically, but not by way of limitation, as to any connection to the Member Entity's sewerage facilities, no roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water shall be connected to a building sewer or building drain that may contribute to the tributary sewerage system.

A Member Entity may engage a third party contractor to make a connection to interceptor sewers of the Reclamation Authority pursuant to the authority granted to the Member Entities or may authorize a developer or other third party to connect to the interceptor sewers of the Reclamation Authority pursuant to a permit or approval issued by the Member Entity, provided, however, that any such connection will comply with all other requirements of this Ordinance. The Authority retains the right at all times to observe and inspect work being conducted by any third party in connection with the interceptor sewers.

ARTICLE 06: FACILITIES DESIGN AND CONSTRUCTION

06-01 - General

All sewers shall be constructed according to the requirements, conditions, and standards set forth in a separate supplement hereto, as adopted and revised by the Reclamation Authority from time to time, entitled "Standard Specifications for Public Works Construction" with extension and revisions, which document is on file at the office of the Reclamation Authority, and by this reference is incorporated herein.

06-02 - Member Entity Sewer

Any sewer collection and trunk system facilities, to the extent determined by the Member Entity, required to serve within developments of property within the Member Entity jurisdiction shall be provided as determined by the Member Entity. The Reclamation Authority will assume responsibility for providing interceptor sewers, regional wastewater treatment, and disposal of liquid and solid wastes.

ARTICLE 07: FACILITIES OPERATION

07-01 - Interceptor Sewer and Sewage Treatment and Disposal

Operation, maintenance, and surveillance of all of the Reclamation Authority's interceptor sewers and sewage treatment and disposal facilities and effluent disposal facilities including all interceptors, reservoirs, pumping stations, force mains, flow meters/monitoring stations and other appurtenances and property shall be under the management and control of the Reclamation Authority. No other persons except authorized representatives of the Reclamation Authority shall have the right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the foregoing or any of the Reclamation Authority's property. In the event that such trespass should occur, it shall be a misdemeanor and all charges and penalties provided for in this Ordinance shall be applicable and may be imposed and collected. Also such action shall be in violation of any and all applicable Federal, State and local statutes, ordinances, regulations, and other requirements.

07-02 - Member Entity Facilities

The operation, maintenance, and surveillance of onsite sewage collection and the Member Entity's collection system is the responsibility of the Member Entity.

07-03 – Septage Receiving Station

Reclamation Authority may authorize the disposal and treatment of Septage at one or more receiving stations located within the POTW by permitted liquid waste haulers. Reclamation Authority will adopt a set of policies and procedures for the issuance of Liquid Waste Hauler Discharge Permits, including qualifications for Septage hauling and disposal, limitations on the volume and quality of Septage that is discharged to the POTW and billing and collection procedures. The rates for Septage disposal shall be as set by the Commission from time to time in Ordinance 003.

07-04 – Solid Waste ADM Discharge

Reclamation Authority may authorize the disposal and treatment of solid waste which qualifies as ADM and has been approved by the Reclamation Authority directly into the anaerobic digesters at the wastewater treatment facility. Reclamation Authority will adopt a set of policies and procedures for the issuance of Solid Waste ADM Discharge Permits, including qualifications for solid waste ADM hauling and disposal, limitations on the volume and quality of solid waste ADM that is disposed of in the anaerobic digesters and billing and collection procedures. The rates for solid waste ADM disposal shall be as set by the Commission from time to time pursuant to a separate resolution to be attached to this Ordinance.

Prior to authorizing the disposal of solid waste ADM in the anaerobic digesters, Reclamation Authority will develop standard operating procedures (SOPs) for the acceptance of anaerobically digestible material consistent with applicable law and the requirements of the California

Department of Resources Recycling and Recovery. Such SOPs will be adopted by a separate resolution of the Commission. Reclamation Authority will notify the Regional Water Quality Control Board that those SOPs are being implemented. If required by law, a Standard Provision (permit condition) that reflects the acceptance of anaerobically digestible material will be incorporated in the Reclamation Authority's Waste Discharge Requirements or National Pollutant Discharge Elimination System permit. Anaerobically digestible material must be pumped or off-loaded directly into a covered, leak proof container and then pumped, or diluted or slurried and then pumped, and co-digested in an anaerobic digester at the POTW.

Reclamation Authority will comply with all reporting requirements of the Regional Water Quality Control Board, Lahontan Region, and any other applicable agency, in connection with ADM disposal.

ARTICLE 08: DISCHARGE OF NONDOMESTIC WASTEWATER

08-01 - Introduction

The Reclamation Authority's Wastewater Treatment Facilities are regional facilities designed and constructed to collect and process liquid wastes from Member Entities per approved service agreements and contracts. These facilities, constructed to meet Federal and State discharge requirements, have specific limitations on biological loadings, inert loadings, volumes of flow, and toxic pollutant concentrations that will permit operation of the facilities without serious violation of the discharge requirements. In order to provide for the maximum public benefit from the use of the Reclamation Authority's facilities, this Article defines these limitations and establishes policies and procedures to ensure compliance with same.

Additionally, the Reclamation Authority recently participated in an effort to develop the Mojave Salt and Nutrient Management Plan (SNMP) for the Mojave River Watershed to manage salts and nutrients. The SNMP documents several constituents that may impact groundwaters within the Mojave River Watershed. Any regulatory action(s) arising from the SNMP will be evaluated by the Reclamation Authority and may lead to a revision of this Ordinance.

08-02- Purpose and Policy

This Article sets forth uniform requirements for all Users of the Reclamation Authority's wastewater collection and treatment system who reside in the cities of Apple Valley, Hesperia, and Victorville, and unincorporated areas of San Bernardino County within the service area of the Reclamation Authority. This Ordinance enables the Reclamation Authority to comply with all applicable State and Federal laws required by the Act and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this Article are:

- a) To prevent the introduction of pollutants into the wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- b) To prevent the introduction of pollutants into the wastewater system which will pass through the system, inadequately treated, into surface waters, groundwaters, the atmosphere, or otherwise be incompatible with the system;
- c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;
- d) To improve the opportunity to recycle solid wastes which qualify as ADM to maximize biogas production and to reduce the disposal of such solid wastes in landfills;
- e) To protect and preserve the health and safety of the personnel of the Reclamation Authority and the general public; and
- f) To enable the Reclamation Authority to comply with its NPDES permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Reclamation Authority is subject.

To achieve these objectives, this Ordinance provides for regulation through issuance of permits to certain Industrial Users and enforcement of general requirements for other Users; authorizes inspection, monitoring and enforcement activities; provides for User reporting; and provides for the setting of fees for the equitable distribution of the Reclamation Authority's cost for sewer service.

08-03 - Revenues

The revenues to be derived from the application of this Ordinance shall be used to defray the costs of providing regional sewerage service, including, but not limited to, administration, operation, inspection, monitoring, maintenance, financing, capital construction, replacement and recovery, and provisions for necessary reserves.

08-04 - General Restrictions and Prohibitions

08-04.1 - Authorization for New or Increased Pollutant Discharges or Changes in the Nature of Pollutant Discharges

No person shall commence, increase or substantially change any discharge of nondomestic wastewater to the POTW except as authorized by the Manager in accordance with the provisions of this Ordinance.

08-04.2 - General Discharge Prohibitions

No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to Categorical Standards or any other National, State, or local Pretreatment Standards.

08-04.3 - Specific Discharge Prohibitions

No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Solids or Viscous Wastes

Any solid, semi-solid or viscous substances which may obstruct the flow of sewage, cause clogging of or adversely affect sewage pumping equipment, or sewage sludge pumping equipment, or the community sewer system, or interfere with the operation of the POTW, such as, but not limited to, grease, garbage with particles greater than one-half inch in any dimension, dead animals, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, excessive quantities of whole blood, feathers, ashes, cinders, earth, sand, mud, gravel, rocks, plaster, concrete, spent lime, stone or marble dust, metal, metal filings or shavings, wood, wood shavings, grass clippings, straw, spent grains, spent hops, waste paper, paper containers or other paper products, rags, plastics, tar, asphalt, asphalt residues, residues from refining or processing of fuel or lubricating oil, glass, or glass grinding or polishing wastes. Notwithstanding the foregoing, solid

wastes which (i) qualify as ADM; and (ii) are approved by the Reclamation Authority for processing in the anaerobic digesters, may be transported to the Reclamation Authority for processing in accordance with such permits, policies and procedures as may be adopted by the Reclamation Authority from time to time.

2. Health and Safety Hazards

Any discharge which may, alone or in combination with other waste substances, result in the presence of toxic or poisonous solids, liquids, gases, vapors, or fumes in the POTW in such quantities that would create a hazard, public nuisance, or acute worker health and safety problems.

3. Stormwater and Unpolluted Water

Any stormwater, rainwater, ground water, street drainage, subsurface drainage, roof drainage, yard drainage, water from yard fountains, ponds, lawn sprays or any other type of surface water, or single pass, non-contact cooling or heating water. The Manager may approve, on a temporary basis, the discharge of such waters to the POTW when no reasonable alternative method of disposal is available, subject to the payment of all applicable User charges and fees by the Discharger. Water from swimming pools, wading pools and therapy pools may be admitted to the sewer system during off-peak hours, subject to written authorization by the Manager.

4. Explosive Mixtures

Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire, explosion, or in any other way be, injurious to the POTW or to operation of the POTW, including but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade, using the test methods specified in 40 CFR 261.21, or which result in conditions where two successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system), are more than 5%, or any single reading is over 10%, of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylenes, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides; as discharged in such quantities as to potentially result in any of the hazards noted above. Closed cup flashpoint values may be found in the National Institute of Occupational Safety and Health (NIOSH) *Pocket Guide to Chemical Hazards*.

5. Corrosive Materials

Any wastewater having pH less than 5.0 or greater than 11.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW, provided, however, that the restriction on pH less than 5.0 will not apply to solid wastes which are qualified as ADM for disposal only in the anaerobic digesters to the extent permitted by applicable laws, regulations and regulatory agency interpretations and further provided that Reclamation Authority has made a determination that such low pH will not have a corrosive effect on the structures and equipment of Reclamation Authority.

6. Excessive Pollutants Concentrations

Any pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.

7. Pollutants Causing Toxic Gases, Vapors, or Fumes

Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

8. Hazardous Wastes

Any wastewater containing hazardous substances or toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, including sludge disposal, constitute a hazard to humans or animals, create a toxic or hazardous effect in the receiving waters of the POTW. Any toxic waste as defined in Title 22, California Code of Regulations, Section 66261.24.

9. Noxious Materials

Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent access to the POTW for maintenance and repair.

10. Sludge Contaminants

Any substance which may cause the POTW's effluent, or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse. In no case shall a substance discharged to the POTW cause the POTW to violate applicable sludge use or disposal regulations developed under Section 405 of the Act (33 USC 1345) or any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act (CAA), Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), the Marine Protection, Research and Sanctuaries Act (MPRSA), or State Regulations.

11. Discolored Materials in Excessive Quantities

Any wastewater with objectionable color not removed in the treatment process such as, but not limited to, dye wastes and vegetable tanning solutions.

12. Septage

Any wastewater or sludge removed from a cesspool, septic tank, or chemical toilet, unless discharged to the POTW in accordance with all provisions and restrictions of a Wastewater Discharge Permit issued by the Reclamation Authority, including restrictions on time and place of discharge.

13. Trucked/Hauled Wastes

Any trucked or hauled pollutants or wastewater, except at such place and in such manner as prescribed by the Manager.

14. Pesticides or Fertilizers in Excessive Quantities

Any quantity of any of the following pesticides: DDT (both isomers), DDD, DDE, Aldrin, Chlordane, Dieldrin, Endosulfan (alpha, beta, and sulfate), Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, Lindane, and/or Toxaphene.

15. Petroleum Products in Excessive Quantities

Any non-biodegradable cutting oil, petroleum oil, refined petroleum products, or products of mineral oil origin in amounts which could cause interference or pass-through.

16. Soluble Oils

Any non-biodegradable cuttings oils, commonly called soluble oils, which form persistent water emulsions.

17. Animal/Vegetable Oils in Excessive Quantities

Any excessive quantities of dispersed biodegradable oils or fats such as lard, tallow, or vegetable oil or any other substances that may precipitate, solidify, or become viscous at temperatures between 40°F and 100°F. Notwithstanding the foregoing, solid wastes which (i) qualify as ADM; and (ii) are approved by the Reclamation Authority for processing in the anaerobic digesters, may be transported to the Reclamation Authority for processing in accordance with such permits, policies and procedures as may be adopted by the Reclamation Authority from time to time.

18. High Temperature Wastes

Any wastewater having a temperature which will inhibit biological activity at wastewater treatment facilities resulting in interference, but in no case wastewater with a temperature higher than 60°C (140°F) or which causes the temperature at the POTW treatment plant to exceed 40°C (104°F).

19. Radioactive Wastes

Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may cause violation of applicable State or Federal regulations.

20. Pretreatment Wastes

Any pretreatment wastes. All pretreatment wastes shall be disposed of in accordance with all applicable Federal, State, County, and local laws and regulations.

21. Water Softener Brines

Discharges from the regenerative process of onsite water softening units is not permitted to be discharged into the sanitary sewer system.

22. Dissolved Organic Halides (DOX)

Any quantity of Dissolved Organic Halides (Purgeable Halocarbons).

23. PCBs and Dioxins

Any quantity of any of the following compounds: Arochlors 1221, 1228, 1232, 1242, 1254, 1260, and 1262. Any quantity of TCDD equivalents.

24. Ethoxylated Alkyl Phenol Surfactants

Any quantity of surfactants or detergents based on Ethoxylated Alkyl Phenols (Alkyl Phenol Ethoxylates, APE, EAP).

25. Excessive Discharge Flow

Wastewaters at a flow rate or containing such concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration; quantities or flow during normal operation and that would cause a treatment process upset and subsequent loss of treatment efficiency. An excessive discharge from a Member Entity is defined as total collection system peak discharge into Authority Interceptors that exceeds the plant design ratio between average dry weather flow and peak wet weather flow.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

08-04.4 - Prohibition against Discharging Solid or Fluid Material to Watercourses

No person shall circumvent or obviate the intent or purpose of this Ordinance by discharge, or by causing to be discharged, into any storm drain, channel, natural water course or public street, any material or waste prohibited or restricted as to its discharge into a sewer system.

08-04.5 - Prohibition against Discharging Pollutants to the Ground

No person shall deposit or discharge, or cause to be deposited or discharged, into any sump which is not impermeable, or into any pit or well, or onto the ground, or into any storm drain or watercourse, any material which, by seeping underground or by being leached or by reacting with the soil, can pollute usable groundwaters, or any pretreatment wastes as defined herein.

08-04.6 - Point of Discharge Limitation

No person, excluding authorized Reclamation Authority or Member Entity personnel involved in maintenance functions of sanitary sewer facilities, shall discharge or cause to be discharged any wastewater or any other matter directly into a manhole or other opening leading to the POTW other than through an approved building sewer, unless written permission for the discharge has been provided by the Manager. If during the performance of maintenance duties, Reclamation Authority personnel are required to add water to the interceptor for any reason, said water flow shall be deducted from the Member Entity flow. Any discharge of Septage or ADM shall only take place at receiving stations that have been authorized by the Reclamation Authority pursuant to permitting requirements, policies and procedures adopted by Reclamation Authority from time to time.

08-04.7 - Prohibition against Dilution

No person shall increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with Categorical Standards. The Manager may impose mass emission limits on Users who are using dilution to meet applicable Pretreatment Standards.

08-04.8 - Prohibition against Interference with Reclamation Authority Equipment or Facilities

No person shall enter, break, damage, destroy, uncover, deface, or tamper with any temporary or permanent structure, equipment or appurtenance which is part of the POTW or is required or authorized by the provisions of this Ordinance.

08-05 - Specific Pollutant Limitations

08-05.1 - Specific Local Discharge Limitations

The Manager is authorized to establish Specific Local Discharge Limitations pursuant to 40 CFR Part 403.5(c). No person shall, except as specifically allowed by the Manager on a temporary basis or as hereinafter provided, discharge or cause to be discharged to the POTW any wastewater unless it conforms to all applicable Specific Local Discharge Limitations as listed in Table I. These pollutant limits are established to protect against pass through and interference. The Specific Local Discharge Limitations apply at the point where the wastewater is discharged to the POTW.

08-05.2 - Specific Local Pollutant Mass Emission Rate Limits

The Manager may authorize the discharge of nondomestic wastewater to the POTW which contains pollutants in concentrations exceeding the Specific Local Pollutant Concentration Limits contained herein when said concentrations, in combination with the measured discharge flow rate, do not exceed Specific Local Mass Emission Rate Limits which are computed for the individual discharger on the basis of said Specific Local Pollutant Concentration Limits and the discharger's permitted discharge flow rate limit, and which are issued to the discharger as part of the discharger's Wastewater Discharge Permit.

08-05.3- Categorical Standards

Users must comply with promulgated National Categorical Pretreatment Standards, located in 40 CFR Chapter I, Subchapter N, Parts 405-471, which are hereby incorporated into this Ordinance.

08-05.4- Best Management Practices

The Manager may develop Best Management Practices, by ordinance or in nondomestic wastewater discharge permits to implement Specific Local Discharge Limitations or the General and Specific Discharge Prohibitions in Section 08-04.2.

08-06 - Special Restrictions and Requirements

08-06.1 - Special Restrictions, Vehicle Servicing Facilities

- a) Any facility maintained for the servicing, washing, cleaning, or repair of vehicles, roadway machinery, construction equipment, industrial transportation or power equipment, and which discharges nondomestic wastewater to the POTW, shall install and maintain a gravity separation interceptor in accordance with Section 08-08.5, or other sand and oil

separator approved by the Manager. Wastewater from toilets shall not be allowed to pass through this interceptor, but all wastewater arising from the servicing and repair of vehicles shall pass through this interceptor before discharge to the POTW.

If the vehicle servicing facility does not include facilities for the washing of more than one vehicle at a time, the interceptor shall have a fluid detention capacity of not less than 100 gallons.

If the vehicle servicing facility has facilities for washing or cleaning more than one vehicle at a time, the interceptor shall be as large as necessary so that a seven day accumulation of sand and oil together will not fill more than twenty-five percent of the fluid capacity. The interceptor shall be designed so as to retain any petroleum based oil and grease which will float and any sand which will settle.

- b) Any interceptor legally and properly installed at a vehicle servicing facility before January 1, 1995, shall be acceptable as an alternative to the interceptor specified above, provided such interceptor is effective in removing sand and oil and is so designed and installed that it can be inspected and properly maintained.
- c) The Plumbing Official shall not approve the plumbing of a vehicle servicing facility if it does not have a gravity separation interceptor meeting the requirements of this Section.

08-06.2 - Special Restrictions, Food Processing Facilities

- a) All food processing facilities, except restaurants, which discharge food processing wastes to the POTW, shall direct all wastewater from floor drains and sinks in the food processing area, waste container wash racks, and dishwashers through a two-compartment gravity separation interceptor in accordance with Section 08-08.5. All domestic wastewaters from restrooms, showers, mop sinks, and drinking fountains shall be kept separate until the previously specified wastes have passed through the interceptor. The interceptor shall have a minimum fluid capacity of 100 gallons, or as required by Appendix "H" of the Uniform Plumbing Code (latest), whichever is greater.
- b) Any interceptor or grease trap legally and properly installed at a food processing facility before January 1, 1995, shall be acceptable as an alternative to the interceptor specified above, provided such interceptor or grease trap is effective in removing grease and is so designed and installed that it can be inspected and properly maintained.
- c) The Plumbing Official shall not approve the plumbing of a food processing facility if it does not have a gravity separation interceptor meeting the requirements of this Section, unless a conditional waiver has been granted by the Manager. Restaurants are exempted from this provision, see provision (e) below.
- d) Conditional waivers modifying or waiving the gravity separation interceptor requirements may be granted by the Manager in accordance with Section 09-06, for those food processing facilities determined not to have adverse effects on the POTW. Conditional waivers may be revoked for the following reasons:
 - 1. Changes in types of food processed.
 - 2. Falsification of information submitted to the Reclamation Authority.
 - 3. Changes in operating hours.

4. Changes in equipment used.
- e) Member Entities shall prevent the discharge of excessive quantities of grease and oil to their tributary sewerage systems by requiring all restaurants to properly install and maintain appropriately designed and effective grease traps.

08-06.3 - Special Restrictions, Anaerobically Digestible Material (ADM)

The Reclamation Authority may permit users to dispose of anaerobically digestible material at the wastewater treatment plant directly into the anaerobic digester in accordance with the permits, policies and procedures adopted by Reclamation Authority from time to time pursuant to Section 07-04. These Users will be permitted under a Solids Waste ADM Discharge Permit and subject to the applicable permit requirements.

08-06.4 - Special Restrictions, Food Service Establishment (FSE)

FSEs that propose to discharge nondomestic wastewater to the POTW shall complete and submit the appropriate FOG permit application and fee to the Member Entity where proposed FSE is located. The Member Entity responsibility will be to issue the appropriate FOG permit and enforce all its conditions.

08-06.5 - Special Restrictions, Sludge from Member Entities

The Reclamation Authority receives wet sludge at the wastewater treatment plant from Member Entities that operate wastewater treatment facilities. Member Entities must periodically conduct sampling of the wet sludge that is conveyed to the wastewater treatment plant as directed by the Manager. The Manager may implement controls to regulate wet sludge quantity and quality as necessary to prevent interference or pass through at the wastewater treatment plant. If necessary, the Manager may require a Member Entity to obtain a Nondomestic Wastewater Discharge Permit to discharge wet sludge to the wastewater treatment plant.

08-07 - Nondomestic Wastewater Discharge Permits

08-07.1 - Permit Requirement

All Significant Industrial Users and haulers of wastewater proposing to connect to or discharge to the POTW and all other Industrial Users so required by the General Manager, shall obtain a Nondomestic Wastewater Discharge Permit before connecting to or discharging to the POTW, or at any other time as required by the Manager. All Significant Industrial Users connected to or discharging into a collection sewer on the effective date such system is connected to the regional system shall apply for a Nondomestic Wastewater Discharge Permit within ninety (90) days of such date. The Industrial User shall maintain a copy of the current Permit readily accessible on the site of wastewater discharge at all times.

Any violation of the terms and conditions of a Nondomestic Wastewater Discharge Permit shall be deemed a violation of this ordinance and subjects the User to the sanctions set out in ARTICLE 13: ENFORCEMENT of this ordinance. Obtaining a Nondomestic Wastewater Discharge Permit

does not relieve the User of its obligation to comply with all Federal and State Pretreatment Standards or with any other requirements of Federal, State, or local law.

08-07.2 - Permit Classification

Nondomestic wastewater discharge permits shall be classified as follows:

Permit Class	Industrial User Description
I	Categorical Industrial Users (CIU's)
II	Non-Categorical Significant Industrial Users (NCSIU's)
III	Non-Significant Industrial Users (NSIU's)
IV	Temporary Industrial Users (TIU's)
V	Dischargers of Trucked or Hauled Wastewater to the POTW

08-07.3- Permit Application

All Industrial Users proposing to discharge nondomestic wastewater to the POTW shall complete and submit a Wastewater Discharge Permit Application to the Manager. Any existing User shall apply for a wastewater discharge permit within thirty (30) days after notification by the Manager. Application for reissuance of existing permits shall be submitted by the Industrial User in accordance with Section 08-07.8. The Permit application may require submittal of the following information:

- a) Identifying information:
 1. Name and address of the facility, including the name of the operator and owner;
 2. Contact information, description of activities, facilities, and plant production processes on the premises;
- b) A list of any environmental control permits held by or for the User's facility, and a copy of the San Bernardino County "Business Plan" which addresses the location, type, and quantity of hazardous materials handled by the User;
- c) Description of operations:
 1. NAISC number and SIC number according to 2012 U.S. NAISC Manual and the Standard Industrial Classification Manual, respectively, as amended;
 2. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production);
 3. An 8-1/2" X 11" process flow schematic diagram that includes identification of the point(s) of discharge to the POTW;
 4. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be discharged to the POTW;

5. Number and type of employees and hours of plant operation, and proposed or actual hours of operation;
 6. Type and amount of rate materials processed (average and maximum per day)
 7. Site plans, floor plans, mechanical and plumbing plans, including details showing all sewers, sewer connections, treatment facilities and appurtenances by the size, location and elevation. If required by the Manager, said plans shall be certified by a Civil Engineer registered in the State of California;
- d) Time and duration of discharge(s);
 - e) The location for monitoring all wastes covered by the permit;
 - f) Flow measurement. Information showing the measured average daily, peak daily, and 15-minute peak wastewater flow rates (in gallons per day), including daily, monthly and seasonal variations if any, to the POTW from regulated process streams and other streams as necessary;
 - g) Measurement of pollutants
 1. The Categorical Standards applicable to each regulated process and any new categorically regulated processes for existing sources;
 2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Categorical Standard or by the Manager, of regulated pollutants in the discharge from each regulated process;
 3. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported;
 4. Wastewater constituents and characteristics, as determined by a State certified analytical laboratory using Analytical Methods as defined herein and sampling procedures in accordance with 40 CFR 136 and 40 CFR 403.12(b)(5), including but not limited to, those referred to in Section 08-05 of this Ordinance;
 - h) A time schedule for compliance with any provisions of the Ordinance or Categorical Standard for which immediate compliance is not possible;
 - i) Any other information as may be deemed by the Manager to be necessary to evaluate the permit application.

08-07.4- Permit Application Evaluation

- a) The Manager will evaluate the data furnished by the User and may require additional information, such as critical parameter reporting. After evaluation of the data furnished, the Manager may issue a wastewater discharge permit subject to the terms and conditions provided herein.
- b) If the Manager determines that the proposed discharge will not be acceptable he shall disapprove the application and shall notify the applicant in writing, specifying the reason(s) for denial and the applicable appeals process. The applicant shall then be prohibited from discharging nondomestic wastewater, but may immediately submit a revised permit application for the evaluation of the Manager.

08-07.5 - Permit Contents

Nondomestic wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations (including Federal, State, and local) charges and fees established by Reclamation Authority resolution or ordinance.

Class I and Class II permits shall contain at least the following:

- a) Statement of permit issuance and effective date and permit duration.
- b) Statement of permit non-transferability.
- c) Statement of prohibited discharges.
- d) Statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements and any applicable compliance schedule.
- e) Limitations on the average and/or maximum wastewater constituents and characteristics in the discharge.
- f) BMP requirements based on applicable Pretreatment Standards.
- g) Requirements to control slug discharge, if determined by the Manager to be necessary.
- h) Specifications for monitoring programs, which may include: pollutants to be monitored (or BMPs); sampling location(s); frequency of sampling; sample type(s); number, types, and standards for tests; and reporting schedule; and may include total toxic organic (TTO) monitoring.
- i) Compliance Time Schedule(s) where required.

All classes of permits shall contain at least items (a)-(d), above; and may contain items (e)-(i) above, if applicable.

Permits may also contain the following:

- a) The unit charge or schedule of user charges and fees for the wastewater discharged to the POTW.
- b) Schedule of penalty fees for noncompliance.
- c) Limitations on average and/or maximum flow rates.
- d) Requirements for proper installation, operation, and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices designed to reduce, eliminate, or prevent the introduction of pollutants to the POTW.
- e) Requirements for installation and maintenance of inspection and sampling facilities, including flow measuring devices.
- f) Requirements for installation and maintenance of spill containment systems.
- g) Requirements for submission of technical or discharge reports.
- h) Requirements for maintaining and retaining plant records relating to the wastewater discharge as specified by the Manager.
- i) Requirements for submittal of a solvent management plan.
- j) A statement that compliance with the nondomestic wastewater discharge permit does not relieve the User of responsibility for compliance with all applicable Federal and State

Pretreatment Standards, including those which become effective during the term of the permit.

- k) Other conditions as deemed appropriate by the Manager to ensure compliance with this Ordinance and Federal and State laws, rules, and regulations.

08-07.6- Permit Modifications

The terms and conditions of the permit may be subject to modification by the Manager during the term of a permit if limitations or requirements, as referenced in Section 08-07.6 are modified or other just cause exists. The User shall be informed of any proposed changes in his permit at least fifteen (15) days prior to the effective date of change. Any changes or new conditions in a permit shall include a reasonable time schedule for compliance. The Manager may modify the permit, including, but not limited to the following reasons:

- a) Promulgation of Categorical Standards. Within three months of the promulgation of a Categorical Standard, permits for Users subject to such Standards shall be revised to require compliance within the time frame prescribed by such Standard. Where an affected User has not previously submitted an application for a permit as required by Section 08-07.3, the User shall apply within 180 days after the promulgation of the applicable Categorical Standard. In addition, Users with existing permits shall submit to the Manager within 180 days after the promulgation of an applicable Categorical Standard, a time schedule for compliance with the Categorical Standard.
- b) Changes in Operation. Industrial Users shall receive written approval from the Manager prior to initiating any changes in the User's facility's operation which may result in a change in quantity or quality of nondomestic wastewater contributed to the POTW. For the purposes of this Section "changes" shall include the following: A positive or negative change of 25% in the quantity of wastes discharged, additional waste-generating processes, additional or different waste-generating equipment, and an increase in production capacity.
- c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- d) Information indicating that the permitted discharge poses a threat to the POTW, Reclamation Authority personnel, the general public, or receiving water.
- e) Violation of any terms or conditions of the permit.
- f) Misrepresentation or failure to fully disclose all relevant facts in the permit application or in any required reporting.
- g) To correct any typographical or other errors in the permit.

08-07.7 - Permit Transfer

Nondomestic Wastewater Discharge Permits are issued to specific Users for specific operations. A Nondomestic Wastewater Discharge Permit shall not be transferable, either from one location to another, or from one person to another. Statutory mergers or name change shall not constitute a transfer or a change in ownership. Following a change in ownership, and upon application for a new Nondomestic Wastewater Discharge Permit, an interim permit may be issued by the Manager.

08-07.8 - Permit Duration

Nondomestic Wastewater Discharge Permits shall be issued for a time period specified by the Manager, not to exceed three (3) years. The User shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the User's existing permit. If the User submits a completed wastewater discharge permit application and through no fault of the User, a new wastewater discharge permit is not issued prior to the expiration of the existing wastewater discharge permit, the existing wastewater discharge permit shall remain in effect until the Reclamation Authority reissues, or denies, as the case may be, a new wastewater discharge permit. In no case shall a wastewater discharge permit have a duration of more than five (5) years. The terms and conditions of each permit may be subject to modification by the Reclamation Authority during the term of the permit in accordance with Section 08-07.6.

08-08 - Pretreatment Facility Requirements

08-08.1 - Pretreatment of Nondomestic Wastewaters

- a) All Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all applicable, promulgated Categorical Standards (Subpart of 40 CFR Chapter I, Subchapter N, as it exists and as it may be amended) within the time limitations specified therein. If unable to immediately meet applicable Pretreatment Standards and Requirements, Users shall develop a compliance schedule for the installation of technology required to meet such requirements. Any facilities required to pretreat wastewater to a level acceptable to the Manager, including gravity separation interceptors, shall be provided, operated, and maintained at the User's expense.
- b) Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Manager for review, and shall be acceptable to the Manager BEFORE construction of the facility. The Manager's review of such plans and operating procedures will not relieve the User from the responsibility of modifying the facility as necessary to produce an effluent which complies with all provisions of this Ordinance.

08-08.2 - Monitoring Facilities

The Reclamation Authority may require, at the User's expense, installation and operation of monitoring facilities to allow inspection of discharges to the POTW and collection of wastewater samples. The monitoring facilities shall include a suitably designed control structure and such other sampling, monitoring, and flow metering equipment as are deemed necessary by the Manager. The control structure shall be water tight, structurally sound, and durable. The monitoring facilities, including sampling, monitoring, and flow measuring equipment, shall be maintained and calibrated at all times in a safe and proper operating condition at the expense of the User.

Monitoring facilities shall normally be situated on the User's premises, but the Reclamation Authority and Member Entity may, when such a location would be impractical or cause undue hardship on the User, allow the facilities to be constructed in public right-of-way.

If the control structure is inside the User's fence, there shall be accommodations to allow access for Reclamation Authority or Member Entity personnel, such as a gate secured with a lock, with key provided to the Member Entity and the Reclamation Authority.

There shall be ample room and a 120 V power outlet in or near monitoring facility to allow installation of portable sampling and monitoring equipment by the Member Entity or the Reclamation Authority.

Whether constructed on public or private property, the sampling and monitoring facilities shall be constructed in accordance with the Reclamation Authority's requirements and all applicable local construction standards and specifications. Construction Drawings for proposed monitoring facilities shall be approved by the Manager and the Member Entity prior to construction. Construction shall be completed within 90 days following written approval by the Manager and Member Entity, unless the Manager grants a time extension.

08-08.3 - Flow Measuring Equipment

The Manager may require any User to install and operate a continuous monitoring flow meter capable of measuring the User's discharge to the Reclamation Authority's sewerage system as part of its Monitoring Facilities. The flow measurement device shall conform to standards established by the Manager.

08-08.4 - Separation of Domestic and Nondomestic Wastewaters

Every person who discharges nondomestic wastewater to the POTW shall keep the domestic wastewaters separate from all nondomestic wastewaters until the nondomestic wastewaters have passed through any required pretreatment facilities and the control structure.

08-08.5- Gravity Separation Interceptor

Each User so required by the Manager or Member Entity shall install and maintain a gravity separation interceptor to provide wastewater treatment for floatable and settleable pollutants. Domestic wastewater shall not be allowed to pass through this interceptor. This interceptor shall have an operational fluid capacity of not less than 100 gallons and shall be designed so as to retain any material which will float and any material which will settle. The interceptor shall be watertight, structurally sound, and durable. Interceptors shall have no less than two compartments. Interceptors of 750 gallons capacity or larger, except those designed for food processing facilities, shall have no less than three compartments.

a) Interceptor Requirements:

1. All interceptor chambers shall be immediately accessible at all times for the purpose of inspection and cleaning. At no time shall any material, debris,

obstacles or obstructions be placed in such a manner so as to prevent immediate access to the interceptor.

2. All interceptors of 300 gallons capacity or larger shall be equipped with a sampling chamber located at the downstream end of the interceptor. The sampling chamber shall have a minimum 18 inch square clear opening for the temporary installation of portable automatic sampling equipment.
3. Any interceptor legally and properly installed before January 1, 1995 shall be acceptable as an alternative to the interceptor specified herein, provided such interceptor is effective in removing floatable and settleable material and is so designed and installed that it can be inspected and properly maintained.
4. If the Manager or Member Entity finds that an interceptor is incapable of adequately retaining the floatable and settleable material in the wastewater flow or is structurally incomplete, he shall declare that such interceptor does not meet the requirements of this Section and shall require the User to install, at the User's expense, an acceptable interceptor.

b) Interceptor Approval:

If a gravity separation interceptor is required, the Plumbing Official shall only approve plumbing plans which include an interceptor which meets the requirements of this Section

c) Interceptor Maintenance:

The User who owns, operates, or maintains a gravity separation interceptor shall maintain it properly. It shall be cleaned as often as is necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the interceptor. The use of chemicals to dissolve grease is specifically prohibited. When an interceptor is cleaned, the accumulated sediment and floating material shall be removed and legally disposed of otherwise than to the sewer. An interceptor is not considered to be properly maintained if for any reason it is not in good working condition or if the operational fluid capacity has been reduced by more than 25% by the accumulation of floating and settled solids, oils and grease. The owner of any facility required to install an interceptor, the lessee and sub-lessee, if there be such, and any proprietor, operator or superintendent of such facility are individually and severally liable for any failure of proper maintenance of such interceptor. If the interceptor is not properly maintained under the conditions of use, the Manager or Member Entity may require that the interceptor be resized and replaced.

08-08.6 - Spill Containment Systems

Users so required by the Manager or Member Entity shall install spill containment system(s) which conform to requirements established by the Manager and Member Entity. Users shall not operate a spill containment system that allows incompatible liquids to mix thereby creating hazardous or toxic substances in the event of failure of one or more containers. Spill containment systems shall consist of a system of dikes, walls, barriers, berms, secondary vessels, or other devices designed to contain spillage of the liquid contents of containers. Spill containment systems shall be constructed of impermeable and non-reactive materials with respect to the liquids being contained.

Spill containment systems shall conform to all State and County regulations and policies as to percent containment, container type, and size.

08-09 - Record Keeping and Reporting Requirements

08-09.1 - User Record Keeping

All Users shall keep records of waste hauling, reclamations, monitoring, pH and flow measuring device calibrations reports, sample analysis data, flow and pH meter chart recordings, records of pretreatment equipment maintenance, interceptor and clarifier maintenance and cleaning, and correspondence with the Reclamation Authority on the site of wastewater discharge. Sample analysis records shall include the date, exact place, method, and time of sampling, and the name of the person(s) collecting the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and chain-of-custody forms. All these records are subject to inspection and shall be copied as needed. All records must be kept on the site of generation for a minimum period of three years. The records retention period may be extended beyond three years at the request of the Manager in the event criminal or civil action is taken or an extensive company history is required.

08-09.2 - Reporting Requirements

All Users are required to submit the following types of reports:

- a) **Reports of Potential Problems:** If, for any reason, pollutants are discharged at a flow rate or concentration which might cause interference with the POTW or Pass-Through, including any slug loadings, or which might result in a violation of NPDES Permit requirements or requirements of this Ordinance, or a hazard to Reclamation Authority and/or Member Entity personnel and/or the Public, the User shall verbally notify the Manager and POTW staff immediately. The notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User. The verbal notification shall be followed by a written report submitted to the Manager within five days. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Reclamation Authority within 30 days after becoming aware of the violation.
- b) **Notification of Changed Discharge:** All Users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge. The Manager may require the User submit information as may be deemed necessary to evaluate the changed condition(s), including submission of a Nondomestic Wastewater Discharge Permit Application.
- c) **Notification of Hazardous Waste Discharge:** Discharge of hazardous wastes is prohibited by Section 08-04. However, should any discharge of hazardous waste occur, the User shall observe the following notification procedures:

- a. All Users shall notify the Reclamation Authority, the EPA Regional Waste Management Division Manager, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be classified as hazardous waste pursuant to 40 CFR Part 261.
- b. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other).
- c. The above required notifications must take place no later than 180 days after the discharge of the hazardous waste.

In the case of any notification made under these requirements, the Industrial User shall certify that it has a program in place to eliminate all hazardous waste discharges. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in (a)-(c) above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedures.

Industrial Users may be required to submit the following types of reports:

- d) **Self-Monitoring Reports:** Permittees may be required to submit periodic self-monitoring reports containing a description of the nature, concentration, and flow of pollutants required to be reported by the Reclamation Authority, and the time, date, and place of sampling and methods of analysis. Sampling for self-monitoring reports shall be performed during the period covered by the report. All required analyses shall be performed by a State Certified Laboratory using Analytical Methods as defined herein. Significant Industrial Users shall be required to submit self-monitoring reports at least once every six months. If any User subject to this section, monitors any regulated pollutant at the designated sampling location more frequently than required by the Reclamation Authority using Approved Analytical Methods, the results of this monitoring shall be included in the report.
- e) **Sampling Specifications:** All self-monitoring reports required under Section 08-09.2 (d) and reports required under Section 08-09.4 must be based upon data obtained through appropriate sampling and analysis, which data are representative of conditions occurring during the reporting period. Grab samples must be used for pH, cyanide, total phenols, petroleum based oil and grease, FOG, Food Waste, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Reclamation Authority. Where time-proportional composite sampling or grab sampling is authorized by the Reclamation Authority, the samples must be representative of the discharge and the decision to allow the alternative sampling shall be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part

136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Reclamation Authority, as appropriate. For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 08-09.2 and 08-09.3, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, petroleum based oil and grease, FOG, Food Waste, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Reclamation Authority may authorize a lower minimum sample requirement. For self-monitoring reports and periodic compliance reports for Class I users, the Reclamation Authority shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with Applicable Pretreatment Standards and Requirements.

- f) Periodic measurements of flow, suspended solids and BOD for surcharge determination and other appropriate waste characteristics shall be made by those Users specifically designated by the Manager.
- g) Any other reports required by California State Law, including such reports as are required by Chapter 6.95 of the California Health and Safety Code.

08-09.3- Categorical Industrial User Reporting Requirements

In addition to the reports specified in Section 08-09.2, Categorical Industrial Users must submit Initial Baseline Monitoring Reports (BMRs) and periodic compliance reports, and, if necessary, schedule compliance reports, and final compliance reports.

- a) **Initial Baseline Monitoring Reports (BMRs):** Baseline Monitoring Reports shall be submitted to facilitate evaluation of initial compliance status with respect to categorical standards, and any modifications or conditions necessary to achieve full compliance with categorical standards.

Baseline Monitoring Reports shall include all information listed in Section 08-07.3, and shall include a statement, reviewed by an authorized representative of the Industrial User, and certified as to accuracy by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the Industrial User to meet the Pretreatment Standards and requirements. New sources shall submit a Baseline Monitoring Report at least 90 days prior to commencement of discharge.

If immediate compliance with the Categorical Standard is not possible and additional pretreatment or operation and maintenance is necessary, the report must specify the shortest time necessary to achieve compliance. The completion date must not be later than that specified in the applicable Categorical Standards. New sources must achieve compliance with all applicable Pretreatment Standards within 90 days of commencing discharge.

- b) **Schedule Compliance Reports:** Schedule compliance reports shall be submitted, if necessary, to demonstrate compliance with conditions of a time schedule requiring full compliance with Categorical Standards by a specified date.

Schedule compliance reports shall contain dates for pretreatment equipment design completion, building permit submittal date, construction commencement date, construction updates, construction completion date, employee training completion date, and date of achieving final compliance. Samples shall be collected and analyzed to demonstrate compliance. The samples shall be taken in accordance with 40 CFR Part 136 and 40 CFR Part 403.12(b) (5). Schedule compliance reports shall be submitted at the completion of all major events necessary to achieve full compliance with Categorical Standards, but not less frequently than thirty (30) days. Schedule compliance reports must be submitted within fourteen (14) days of a milestone date. In no case shall any event in the compliance schedule exceed nine (9) months.

- c) **Final Compliance Reports:** Final compliance reports shall be submitted, if necessary, to demonstrate that full compliance with Categorical Standards has been achieved.

Final compliance reports shall include all information contained in a Baseline Monitoring Report. Final compliance reports shall be submitted within ninety (90) days of achieving compliance with Categorical Standards. Final compliance reports from new sources must be submitted immediately after the facility commences discharge.

- d) **Periodic compliance reports:** Periodic compliance reports shall be submitted to demonstrate continued compliance with Categorical Standards. Periodic compliance reports shall include all monitoring data specified in the applicable Categorical Standard and any additional monitoring data obtained by the User. Sampling for periodic compliance reports shall be performed during the period covered by the report. Analyses shall be performed by a State certified laboratory using Approved Analytical Methods as defined herein. Sampling shall be performed in accordance with 40 CFR Part 136 and 40 CFR Part 403.12(b) (5). Periodic compliance reports shall be submitted every six (6) months in June and December of each year, unless required to be submitted more frequently by the Manager. Periodic compliance reports may be combined with self-monitoring reports pursuant to Section 08-09.2(d) herein.

08-09.4 - Industrial User Compliance Plans

- a) **Solvent Management Plans:** All Industrial Users subject to effective Categorical Standards which include a Total Toxic Organic (TTO) limitation shall be required to file a Solvent Management Plan. The Manager may also require other Users to submit Solvent Management Plans where, in his judgment, said plans are necessary to assure proper containment and disposal of solvents.
- b) **Slug Discharge Control Plans:** All Users so required by the Manager shall file a Slug Discharge Control Plan. The plan shall contain at least the following elements:
 - 1. Description of discharge practices, including nonroutine batch discharges;
 - 2. Description of stored chemicals;
 - 3. Procedures for prompt verbal notification of the Reclamation Authority of slug discharges, including any discharge that would violate a specific prohibition under Section 08-04.2 or 40 CFR Part 403.5(b), within twenty-four (24) hours of becoming aware of the discharge and procedures for follow-up written notification within five days (5) days;
 - 4. If necessary, procedures to prevent adverse impact from accidental spills or slug discharges, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response; and
 - 5. If necessary, follow-up practices to limit the damage suffered by the POTW or the environment.
- c) **Specific Compliance Plans:** All Users so required by the Manager shall file a Specific Compliance Plan. The Specific Compliance Plan shall indicate the cause of noncompliance, the corrective actions which will be taken to prevent recurrence of said noncompliance, and, if required by the Manager, a proposed Compliance Time Schedule indicating the dates those corrective actions will be completed.

08-09.5- Bypass Reporting

- a) For the purpose of this Section,
 - 1. Bypass means the intentional diversion of wastewater from any portion of the User's treatment facility.
 - 2. Severe property damage means substantial physical damage to property, damage to the treatment facilities which cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b) Bypass is prohibited, and the Manager may take enforcement action against a User for bypass, unless

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance.
 3. The User is required to submit notices are required in Section 08-09.5(d).
- c) The Manager may approve an anticipated bypass, after considering its adverse effects, if the Manager determines that it will meet the three conditions listed in paragraph (b) above.
- d) Bypass Notifications
1. If a User knows in advance of the need for a bypass, it shall submit prior notice to the Manager, at least ten (10) days before the date of the bypass, if possible.
 2. A User shall submit oral notice to the Manager of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, or prevent reoccurrence of the bypass. The Manager may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

08-09.6 - Signatory and Certification Requirement

All permit applications, reports, and plans submitted to the Reclamation Authority by Industrial Users pursuant to Sections 08-07.3, 08-07.6, 08-09.2, 08-09.3, 08-09.4, and 08-09.5 shall be signed and dated by an authorized representative of the Industrial User. The signature shall accompany the following certification statement:

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

Analytical reports submitted directly to the Reclamation Authority by a certified analytical laboratory at the request of the Industrial User for samples of wastewater collected at User facilities may be signed, dated, and certified by the laboratory manager in lieu of an authorized

representative of the User; however, such reports shall be accompanied by a statement, signed, dated, and certified by an authorized representative of the User, as above, which verifies that the sample identified in the analytical report was collected on the date and time indicated at the location indicated, and using the method indicated on the analytical report. Said signed, dated, and certified statement may be included as part of the chain-of-custody form for the sample.

08-09.7 - Member Entity Reporting Requirements

Each Member Entity shall promptly inform all applicants for business licenses within its jurisdiction of the requirements of Sections 08-04.1, 08-07.1, and 08-07.3 herein.

Each Member Entity shall submit a monthly report to the Manager, which contains the following information from each business license application received during the previous month: applicant's name, business name, mailing address, telephone number, type of business, and whether a nondomestic wastewater discharge is proposed. The monthly report shall also summarize all pretreatment program activities conducted by the Member Entity in accordance with the provisions of this Ordinance.

ARTICLE 09: ADMINISTRATIVE PROCEDURES

09-01 - Administration

Except as otherwise provided, the Manager shall administer, implement and enforce the provisions of this Ordinance. Any powers granted or imposed on the Manager may be delegated by him to other persons or authorized agents acting in the beneficial interest of or in the employ of the Reclamation Authority.

09-02 - Inspection and Sampling

The Manager may enter upon the Nondomestic User's premises during reasonable hours for the purpose of inspecting sewer systems and other facilities to ensure compliance with these Rules and Regulations, including the provision that self-regenerating water softeners shall not be connected to the sanitary sewer system contributing to the POTW, and the provisions that stormwater systems are separated from sanitary sewers.

The Manager shall inspect the facilities of each Significant Industrial User a minimum of once each year, and shall sample the discharge of each Significant Industrial User a minimum of once each year.

Persons or occupants of premises where nondomestic wastewater is created or discharged, or where the Manager has reason to believe that nondomestic wastewater may be created or discharged, shall allow the Manager ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, examination and copying of records, taking photographs, and performance of any of his duties.

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Manager and shall not be replaced. The expense of clearing such access shall be born by the User.

The Manager shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a User has security measures in force, which would require proper identification and clearance before entry into the User's premises, the User shall make necessary arrangements with its staff so that upon presentation of suitable identification, the Manager will be permitted to enter, without delay, for the purpose of performing inspection and sampling. Unreasonable delays in allowing the Manager access to the User's premises shall be a violation of this ordinance.

If the Manager has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, the Manager may seek

issuance of a search warrant from the Municipal or Superior Court of San Bernardino County through the Reclamation Authority Attorney

09-03 - Public Access to Information

Information and discharge data provided to the Reclamation Authority by a User shall be available without restriction to the EPA, the State Water Board, and the Regional Board. Such information shall also be available to the public without restriction, except where there is a claim of confidentiality by the User. All other information which is submitted by the User to the Reclamation Authority shall be available to the public, at least to the extent provided by 40 CFR Part 2.302. With the exception of Regulatory Agencies, any person requesting this information from the Reclamation Authority shall be required, prior to receipt of the information, to pay the reasonable costs of said data gathering reproduction and transmission incurred by the Reclamation Authority.

09-04 - Confidentiality

Any information submitted to the Reclamation Authority pertaining to the pretreatment program may be claimed by the User to be confidential, except for effluent data which will be available to the public without restriction. Any confidentiality claim must be asserted at the time of submission of the information to the Reclamation Authority. The claim may be asserted by stamping the words "Confidential business information" on each page containing such information or by other means; however, if no claim is asserted at time of submission, the Reclamation Authority may make the information available to the public without further notice. If such a claim is asserted, the information will be treated in accordance with the procedure in 40 CFR Part 2 (Public Information).

09-05 - Extension of Time Limits

Any time provided in any written notice or any provision of this Ordinance may be extended only by a written directive of the Manager.

09-06 - Conditional Waivers and Special Agreements

If any discharge or connection to the POTW fails to conform to any of the standards or requirements set forth or referenced in Sections 08-04.5, 08-05.1, 08-05.2, 08-06.1, 08-06.2, or 08-08.1, 08-08.2, 08-08.3, 08-08.4, or 08-08.5 herein, but the Manager finds that: a) the discharge will not cause harm to the POTW; b) the discharge will not unreasonably or inequitably burden the operation of the POTW; c) when considered together with discharges by other Users, the discharge will not materially affect the ability of the POTW to meet its requirements; and d) the requirement or requirements to be waived or modified are not part of a Categorical Standard or Prohibitive Discharge Standard; the Manager may grant approval for discharge to the POTW with a special agreement, waiver or modification of the requirement or requirements which could not be met; subject to any payments or User charges as may be applicable.

In the letter of approval, the Manager shall include a statement regarding the requirement that is waived or modified along with reasons as to why the waiver is issued. Any waiver granted pursuant to the section shall be subject to withdrawal at any time the Manager makes a subsequent finding that the POTW is unreasonably burdened or the ability of the POTW to meet its NPDES Permit discharge requirements or other permit or use requirements is materially affected.

09-07 - Appeal from Decisions

Administrative orders, waivers, permit conditions or disapproval of permit applications made by the Manager, pursuant to this Ordinance may be appealed to the Commission. The Commission may amend, modify, confirm, or reject any such decision provided the purpose and intent of this Ordinance is not violated. No appeal shall be made with respect to the specific Ordinance requirements pertaining to quality, content or method of disposal of wastewater that may be discharged, pursuant to Sections 08-04.2, 08-04.3, 08-04.4, and 08-05.3 herein, nor to any requirement of State or Federal Law.

ARTICLE 10: SERVICE AND USE CHARGES

10-01 - Service Charges

10-01.1 - Establishment of Rates

Rates to be charged and collected and terms, provisions, and conditions to be effective respecting such rates for regional sewer service supplied by the Reclamation Authority using the regional sewerage system to Member Entities within the Reclamation Authority Service Area shall be as fixed and established by the Commission from time to time and shall become an attachment of these Rules and Regulations (see Table II). A rate study utilized to develop any new rates will also be attached to this ordinance as Exhibit "A" The payment of service charges to the Reclamation Authority is the responsibility of each Member Entity, which in turn establishes the rates and service charges for Users within its local service area. This provision is in addition to and not by way of derogation of any other remedies or procedures available to the Reclamation Authority pursuant to any law or regulation or by any of the provisions of these Rules and Regulations.

10-01.2 - Change of Service Charge

The Commission reserves the right to change the schedule of regional sewer service charges and other charges and fees from time to time as necessary for the proper operation, maintenance, repair, replacement, and expansion of the regional system.

10-01.3 - Service Charge Billing

Regional sewer service charges to Member Entities will be rendered as part of the Reclamation Authority Service Bill at monthly intervals.

10-01.4 - Metering

For the purpose of computing charges, the Reclamation Authority will contract with an approved third party to provide accurate measurement of flow rate and cumulative totals at all connections to the Reclamation Authority's Interceptor Sewer. Such measurements will be made prior to entry of contributing flows into the interceptor and shall be used to determine a percentage allocation of the total flow for each connected entity. The percentage allocation will be applied to the total monthly influent flow, as measured at the WWTP influent mag meter, to determine the monthly flow contributed by each connected entity. Invoice billings will be sent to each connected Entity on a monthly basis. If, for any reason, the influent mag meter is out of service or flow measurements cannot be taken, the Reclamation Authority will estimate contributions based on the best available information including previous flows and existing conditions.

10-02 - Charges for Use

The purpose of a charge for use is to insure that each recipient of sewage service from the Reclamation Authority pays its reasonably proportionate share of all the costs of providing that sewerage service. Charges for use are used for recovering the cost of conveying, treating and disposing of sewage in the regional sewerage system and are exclusive of any fees levied by Local Sewering Agencies. The charge for use shall be based on the total maintenance, operation, capital expenditures and reserve requirements for providing regional wastewater collection, treatment and disposal and the related administration of the regional sewerage system.

ARTICLE 11: CONNECTION AND PRETREATMENT PROGRAM FEES

11-01 - Connection Fees

11.01.1 - Introduction

Connection fees are addressed in more detail in Ordinance 002. Said ordinance shall determine and assess connection fees. To the extent that this section contradicts Ordinance 002 with regards to connection fees, Ordinance 002 shall take precedence. The regional sewerage system will provide adequate capacity for sewer service within the regional service area for a limited period of time. The Reclamation Authority must take into consideration future capacity requirements within the regional service area to ensure that the infrastructure necessary to provide reliable service to the Member Entities and their Users is constructed in advance. Failure to adequately plan for future capacity requirements can result in service interruption and the inability of the regional community to accommodate growth. In order to provide for future capacity requirements, Capital must be accumulated before it is required (pay-as-you-go) by levying connection fees. Connection fees have traditionally been the pay-as-you-go method for financing the expansion of a sewerage system. This follows the logic that, upon connection, a new discharger pays for its capacity just as the existing dischargers had paid to develop the original capacity in the sewerage system. The connection fees are accumulated in a fund for use when the sewerage system requires expansion.

11-01.2 - Connection Fees

- a) Connection fees will not be applied to properties developed prior to July 1, 1982, which are connected to existing local collection systems.
- b) Properties developed prior to July 1, 1982, unconnected to existing local collection systems will not be charged regional (Reclamation Authority) connection fees for the first five years after the completion of the interceptor to the contracting community. Thereafter, applicable Reclamation Authority connection fees will apply to such properties.
- c) Properties developed after June 30, 1982 will pay a connection fee applicable at the time of connection. Likewise, any additions or improvements to properties developed prior to July 1, 1982, which are connected and generate additional sewage, will pay a connection fee at the time applicable permits are issued.
- d) "Properties developed" as defined in Paragraph 5 of VVWRA Policy Resolution No. 81-10 shall be deemed to include all properties designated to be sewerred within the regional service area for which a building permit for residential, commercial, or industrial structures has been issued and all applicable fees therefor have been paid on or prior to June 30, 1982.
- e) Connection fees shall be addressed in more detail and shall be determined and assessed in accordance with VVWRA Connection Fee Ordinance No. 002, as amended, or successor.

11-01.3 - Duty of Enforcement

The Reclamation Authority sets the connection fees for Users within the regional service area and Member Entities set the connection fees for Users which are associated with the expansion of the tributary sewerage systems. The responsibility of calculating and enforcing connection fees is shared between the Reclamation Authority and the Member Entities, provided, however, that each Member Entity has the primary responsibility of enforcing the collection of regional and local connection fees in conjunction with its local authority to regulate land use and development within its boundaries. The provisions of this Section shall be applicable to any building, structure, or property contributing to the Reclamation Authority's regional sewerage system, whether the same is owned, operated, or controlled by a private party or by a public or quasi-public agency, corporation or association, other than the Reclamation Authority. The Member Entity shall, through the "Will Serve" process enforce payment of these connection fees. The Member Entity may, in addition thereto, add connection fees for their own purposes. Further, administrative and lateral charges may also be applicable.

Unless specified otherwise, all fees, charges and penalties imposed pursuant to this Ordinance are due and payable upon receipt of notice.

11-02- Pretreatment Program Fees

It is the purpose of this Section to provide for the recovery of costs from Industrial Users of the POTW for the implementation of the pretreatment program. The Reclamation Authority may adopt charges and fees, by resolution, which may include:

- a) Fees for the processing of applications.
- b) Fees for reimbursement of costs of developing and operating the Reclamation Authority pretreatment program.
- c) Fees for monitoring, inspections, surveillance procedures and laboratory costs.
- d) Fees for reviewing plans and construction inspections.
- e) Fees for reviewing accidental discharge procedures.
- f) Fees for filing appeals.
- g) Noncompliance fees.
- h) Extra strength charges; surcharge fees. These fees shall be assessed based on the pounds discharged of a constituent above stated permit conditions or allowable limits. AT NO TIME shall any user affected by Categorical Standards be permitted to discharge wastewater to the POTW in violation of Categorical Standards.
- i) Administrative fees for compensation for damages in accordance with Section 13-01.
- j) Other fees deemed necessary by the Reclamation Authority to implement the provisions of this Ordinance.

The Reclamation Authority may incorporate the equivalent amount of any of the above fees into its sewer charges. The current Pretreatment Program fees are in Table III.

11-03 - Payment of Fees

Except as otherwise provided, all fees charged pursuant to the provisions of this Regulation are due and payable upon receipt of notice thereof.

The connection fee for a parcel shall be payable and collected at the time of final inspection or the date the certificate of occupancy is issued for improvements to the subject parcel, whichever occurs first.

All fees shall become delinquent thirty (30) days after mailing notice thereof to the mailing address of the discharger subject to such charges. The Reclamation Authority may impose a late fee on any charge that becomes delinquent as determined by the collection policy adopted by the Reclamation Authority from time to time. Such late fee shall accumulate on the unpaid balance of the delinquent charge until payment is received by the Reclamation Authority. The Reclamation Authority may further recover costs associated with the recovery of delinquent charges.

ARTICLE 12: EXECUTIVE PROVISIONS

12-01 - Right of Revision

The Reclamation Authority may from time to time, in its discretion and by resolution or Ordinance, amend the Rules and Regulations which govern the discharge of wastewater so as to keep the Reclamation Authority in compliance with evolving State and Federal Law.

12-02 - Right of Waiver

In the event of any declared local, State, or Federal emergency, the provisions of this Ordinance may be waived by resolution of the Board of Commissioners.

12-03 - Severability

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

12-04 - Conflict

If any discrepancy between this Ordinance and the Rules and Regulations of a Member Entity exists, the more restrictive ordinance shall govern.

All other Reclamation Authority ordinances and parts of other Reclamation Authority ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

ARTICLE 13: ENFORCEMENT

13-01 - Compensation for Damages

Any person who, by discharge of wastewaters or by any other means, damages monitoring equipment, detrimentally affects wastewater treatment processes, significantly increases POTW operation costs, requires non-routine inspection and/or sampling, causes blockages of, damage to, interference with or pass-through from the POTW, or causes any other damages including the imposition of fines or penalties on the Reclamation Authority by Federal, State or local regulatory agencies, shall be liable to the Reclamation Authority for all damages and additional costs, including said fines or penalties, occasioned thereby. An administrative fee of twenty-five (25) percent of the Reclamation Authority's costs may be added to these charges and shall be payable within thirty (30) days of invoicing by the Reclamation Authority.

13-02 - Revocation of Permit

Any User who violates the following conditions of this Ordinance, or applicable State and Federal regulations, is subject to having his permit revoked:

- a) Failure of the User to factually report the wastewater constituents and characteristics of his discharge;
- b) Failure of the User to report significant changes in operations or wastewater constituents and characteristics;
- c) Failure of the User to provide reasonable access to the User's premises for the purpose of inspection or monitoring;
- d) Tampering with monitoring requirement;
- e) Failure to complete a wastewater survey or the Nondomestic Wastewater Discharge Permit Application;
- f) Failure of the User to pay fees, fines, and charges for use established pursuant to these Rules and Regulations; or
- g) Violation of conditions of any permit, ordinance, and/or compliance schedules, including the requirements of any Non-Domestic Water Discharge Permit, Liquid Waste Hauler Discharge Permit or Solid Waste ADM Discharge Permit.

13-03 - Notification of Violation

Whenever the Manager finds that any User has violated or is violating any applicable Pretreatment Standard or requirement contained in this Ordinance or the Nondomestic Wastewater Discharge Permit, or the requirements of any Liquid Waste Hauler Discharge Permit or Solid Waste ADM Discharge Permit, the Manager may serve upon such person a written notice stating the nature of the violation and stating the penalties for continued noncompliance. If required in the notice, such User shall submit to the Manager, within a prescribed period specified in the notice, a Specific Compliance Plan pursuant to Section 08-09.4(c). Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation.

Nothing in this Section shall limit the authority of the Manager to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

13-04 - Compliance Time Schedule

The Manager may adopt a proposed Compliance Time Schedule submitted by the User, or may adopt a revised Compliance Time Schedule if, in the judgment of the Manager, the proposed Compliance Time Schedule is unreasonable. The Manager will notify the User of the Adopted Compliance Time Schedule in a timely manner. The Manager shall not adopt a Compliance Time Schedule which extends beyond applicable federal deadlines. Nothing in this Section shall limit the authority of the Manager to take any action, including emergency actions or other enforcement action, without first adopting a Compliance Time Schedule

13-05 - Administrative Orders

The Manager may require compliance with any prohibition, limitation, or requirement of this Ordinance or the provisions of a Nondomestic Wastewater Discharge Permit, a Liquid Waste Hauler Discharge Permit or a Solid Waste ADM Discharge Permit, by issuing administrative orders that are enforceable in a court of law or by directly seeking court action. Nothing in the following Sections shall limit the authority of the Manager to take any action, including emergency actions or any other enforcement action, without first issuing administrative orders. Administrative orders may include:

- a) **Stop Work Orders:** The Manager may direct the Local Sewering Agency to serve a written stop work order on any person(s) engaged in doing or causing to be done new construction, tenant improvements, alterations, or additions, if violations of this Ordinance are found at the site of the new construction, tenant improvements, alterations, or additions. Any person served a Stop Work Order shall stop such work forthwith until written authorization to continue is received from the Manager and the Member Entity.
- b) **Compliance Orders:** When the Manager finds a discharge of wastewater has violated or threatens to violate any prohibition or limitation of this Ordinance or the provisions of a Nondomestic Wastewater Discharge Permit, the Manager may issue a Compliance Order and direct those persons not complying with such prohibitions, limitations, requirements, or provisions to:
 1. Comply immediately; or
 2. Comply in accordance with a specific compliance time schedule.A Compliance Order may include modifications in the frequency and extent of monitoring sampling and analysis, and submission of self-monitoring reports. A Compliance Order may also establish a noncompliance monitoring program, or include modifications to an existing noncompliance monitoring program.
- c) **Cease and Desist Orders:** When the Manager finds that any User has violated or threatens to violate any provision of this Ordinance or its Nondomestic Wastewater Discharge Permit, the Manager may issue a Cease and Desist Order directing the User to:

1. Comply immediately; or
2. Comply in accordance with a time schedule specified in the Cease and Desist Order.

A Cease and Desist Order may include modifications in the frequency of monitoring, testing, and submission of self-monitoring reports. A Cease and Desist Order may also establish a noncompliance monitoring program.

- d) **Cease Discharge Orders:** When the Manager finds that any User has violated or threatens to violate any provision of this Ordinance or its Nondomestic Wastewater Discharge Permit, the Manager may revoke or suspend the User's Wastewater Discharge Permit and terminate sewer service to that User upon issuance of a Cease Discharge Order. The User shall be liable for all costs for termination of sewer service incurred by the User and the Reclamation Authority.

This provision is in addition to other statutes, rules, or regulations authorizing termination of service for delinquency in payment, or for any other reason. Sewer service shall be reinstituted by the Manager after the User has complied with all provisions in the Administrative Order. The User shall be liable for all costs for reinstituting sewer service.

- e) **Immediate Termination of Service:** The Manager may immediately suspend wastewater treatment service and any Nondomestic Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Manager, to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, the environment, or causes interference to the POTW. Other conditions that may subject the User to termination of service include:

1. Failure to accurately report the wastewater constituents and characteristics of its discharge;
2. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge; or
3. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling

Any User notified that wastewater treatment service and any Nondomestic Wastewater Discharge Permit has been suspended, shall immediately stop and eliminate the applicable contributions to the POTW. In the event of failure to comply voluntarily with the suspension order, the Manager shall take steps as deemed necessary including directing the Member Entity to immediately sever the sewer connection. The User shall be liable for all costs incurred by the Reclamation Authority in terminating sewer service.

Sewer service shall be reinstituted by the Manager after the actual or threatened discharge has been eliminated. A detailed written statement, submitted by the User, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Manager within fifteen (15) days of the date of sewer service termination.

- f) **Notices of Discharge Prohibition:** The Manager may serve a written Notice of Discharge Prohibition on any person(s) engaged in any activity or activities which, while not resulting in a discharge of nondomestic wastewater to the POTW at the time, may, in the Manager's

judgment, result in a discharge of nondomestic wastewater at some time in the future. A Notice of Discharge Prohibition shall include at least the following:

1. A list or citation of general discharge restrictions and prohibitions;
2. A list of any Categorical Standards that would be applicable upon commencement of nondomestic wastewater discharge;
3. A requirement to apply for and obtain a nondomestic wastewater discharge permit prior to commencing discharge of nondomestic wastewater to the POTW;
4. A requirement for notification of slug or accidental discharges; and
5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements.

A Notice of Discharge Prohibition may also contain one or more of the following:

1. A requirement to prepare and submit a Slug Discharge Control Plan;
 2. A requirement to install and maintain one or more spill containment systems;
 3. A requirement for maintaining and retaining plant records relating to wastes removal from the facility; and
 4. A requirement to submit an annual written statement to the Manager certifying that no nondomestic wastewater has been discharged to the POTW during the previous year other than discharges of which the Manager was properly notified, and that no nondomestic wastewater will be discharged during the forthcoming year without proper notification and/or obtaining a Nondomestic Wastewater Discharge Permit.
- g) **Suspension or Termination of Discharge Rights:** With respect to the violation of the requirements of a Liquid Waste Hauler Discharge Permit or Solid Waste ADM Discharge Permit, the Manager may revoke or suspend the right of the permit holder to discharge Septage or ADM to the POTW until such time as the permit holder is in compliance with the terms of the applicable permit.

13-06- Noncompliance Monitoring Program

- a) If sampling by Reclamation Authority or User indicates that the User is discharging constituents in violation of the mass emission or concentration limits established by Reclamation Authority resolution or contained in User's Nondomestic Wastewater Discharge Permit, then the User must notify the Manager within twenty-four (24) hours of becoming aware of the violation. The User shall collect a follow-up sample (as directed by Manager). The User shall submit the completed sample analysis to the Reclamation Authority within thirty (30) days of notification by the Reclamation Authority.
- b) If the follow-up sample indicates noncompliance with permit requirements, the User may be required by the Reclamation Authority to immediately initiate a noncompliance monitoring program requiring additional sampling and reporting by the User in accordance with a schedule issued by the Manager. During the program, the User may be subject to noncompliance fees established by Reclamation Authority resolution. Fees may be required for each sample analysis indicating violation or violations of limits specified in User's permit or established by Reclamation Authority resolution. User may also be subject

to a fee for each sample analysis not submitted by the User to the Reclamation Authority in accordance with the schedule specified in the program.

- c) The noncompliance monitoring program may be terminated by the Reclamation Authority upon the User's demonstration of a return to compliance. To demonstrate a return to compliance, the User must either terminate discharge or provide analyses showing consistent compliance over a period of not less than 30 days or as specified in the Program.
- d) The payment of noncompliance fees by Users shall not bar the Reclamation Authority from undertaking any other enforcement procedures specified herein.

13-07 - Administrative Hearing

Any User may request, or the Manager may order, an Administrative Hearing, at which a User who causes or allows or who has caused or allowed an unauthorized discharge to enter the POTW shall show cause why the proposed enforcement action should not be taken. An Administrative Hearing Officer who is a Reclamation Authority Officer not directly involved in the enforcement of this Ordinance, shall preside over the Administrative Hearing, at which each party, including the User and the Manager, shall have the right to present evidence. A notice shall be served on the User specifying the time and place of the hearing regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before the Administrative Hearing Officer why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of the User.

13-08 - Annual Public Notice of Significant Noncompliance

In March of each year, the Reclamation Authority shall publish in the newspaper with the largest daily circulation in the Victor Valley Wastewater Reclamation Authority service area a list of all Industrial Users which have been in Significant Noncompliance with applicable Pretreatment Standards or Requirements during the previous calendar year.

13-09 - Legal Action

If any User violates the provisions of this Ordinance, Federal or State Pretreatment requirements, or any order of the Reclamation Authority, the Reclamation Authority Attorney may commence an action for appropriate legal, equitable, and/or injunctive relief in the Municipal or Superior Court of San Bernardino County.

In addition to the penalties provided herein, the Manager may recover reasonable attorney fees, court costs, court reporters' fees, and other expenses of litigation by appropriate suit at law against the person found to have violated any of the provisions of this Ordinance or the orders, rules, regulations, and permits issued thereunder.

13-10 – Injunctive Relief

When the Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, its Nondomestic Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard, the Manager may petition the Municipal or Superior Court of San Bernardino County through the Reclamation Authority Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Nondomestic Wastewater Discharge Permit or other requirements imposed by this Ordinance on activities of the User. The Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

13-11 - Civil Penalties

Any User who is found to have violated any prohibition, limitation or requirement of this Ordinance or of his Nondomestic Wastewater Discharge Permit or an administrative order shall be subject to civil penalty of not less than one thousand dollars (\$1,000) nor more than twenty-five thousand dollars (\$25,000) for each offense per day. Each violation shall be considered a separate and distinct offense, and each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Reclamation Authority may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Ordinance or the orders, rules, regulations, and permits issued hereunder.

Civil Penalties may be imposed, assessed and recovered by action commenced in the Superior Court through petition by the Manager pursuant to Section 54740 of the California Government Code, or by Administrative Hearing in accordance with Section 13-07. Assessment of Civil Penalties through the Administrative Hearing Process shall be in accordance with Section 54740.5 of the California Government Code.

13-12 - Criminal Penalties

Any person who willfully violates any provision of this Ordinance or permit condition; who knowingly violates any stop work order, cease and desist order, prohibition or effluent limitation; who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance or a Nondomestic Wastewater Discharge Permit; or who falsifies, tampers with, or knowingly causes inaccuracy in any monitoring device or method required or authorized under this Ordinance, shall, upon conviction, be guilty of a misdemeanor which is punishable by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for a period of not more than six (6) months or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for every day during any portion of which any violation of any provisions of this Ordinance is committed, continued, or permitted by such person, and shall be punishable for that violation as provided by this Section.

13-13 - Remedies Nonexclusive

The remedies provided for in this ordinance are not exclusive. The Manager may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the Enforcement Response Plan. However, the Manager may take other action against the User when the circumstances warrant. Further, the Manager is empowered to take more than one enforcement action against any noncompliant User.

13-14 - Payment of Penalties

Except as otherwise provided, all penalties made pursuant to the provisions of this Ordinance are due and payable upon receipt of notice thereof. All such penalties shall be delinquent thirty (30) days after mailing notice thereof to the mailing address of the User subject to such penalties. A penalty that becomes delinquent may have added to it a delinquency charge equal to the maximum interest permitted by law.

13-15 - Collection

Upon motion of the Board of Commissioners of the Reclamation Authority, any charge and all penalties and delinquency charges thereon shall be collected by lawsuit in the name of the Reclamation Authority. Any such action for collection may include an application for an injunction to prevent repeated and recurring violations of this Ordinance.

13-16 - Enforcement Response Plan

The Manager shall prepare, implement, and, if necessary, periodically update an Enforcement Response Plan in conformance with EPA guidelines contained in 40 CFR Part 403.8(f) (5).

END OF TEXT OF ORDINANCE

APPROVAL AND ADOPTION

THIS ORDINANCE NO. 001 IS APPROVED AND ADOPTED ON: April 16, 2026

Cameron Gregg,
Chair VVWRA Board of Commissioners

APPROVED AS TO FORM:

ATTEST:

Piero C. Dallarda of Best Best & Krieger
LLP VVWRA General Counsel

Scott Nassif,
Secretary VVWRA Board of Commissioners

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners (“Commission”) of the Victor Valley Wastewater Reclamation Authority, certify that the foregoing Ordinance was introduced at a regular meeting of the Board of Commissioners on March 19, 2026, and was adopted by the Commission at a regular meeting held on April 16, 2026 by the following vote of the Commissioners:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Victor Valley Wastewater Reclamation Authority on this April 16, 2026.

Kristi Casteel
Secretary to the Board of Commissioners

FORM OF CERTIFICATE OF ADEQUACY OF SEWERAGE SYSTEM

It is hereby understood by all persons signing this certificate that the Member Entity will not consider allowing use of its facilities by this land development without having received the representations contained herein.

I certify that the following statements are true:

1. I hold a currently valid certificate of registration as a Civil Engineer issued pursuant to Section 6700 et. seq. of the Business and Professions Code, State of California. I am further qualified by experience to design sewage systems.
2. The sewerage system has been designed in accordance with good engineering practice and meets all of the requirements of Victor Valley Wastewater Reclamation Authority and the Member Entity having jurisdiction.
3. All design criteria and the materials and methods of construction specified for use in this sewerage system meet or exceed standards adopted and approved by the Victor Valley Wastewater Reclamation Authority and the Member Entity.

Signature

Date

4. The Member Entity hereby agrees that adequate capacity is available or will be made available to accept sewerage contributions from this development within _____ year(s) from the execution date of this certificate.

Member Entity Signature

Date

TABLE I: SPECIFIC LOCAL POLLUTANT CONCENTRATION LIMITS**Daily Maximum Concentration for Permitted Industrial Dischargers:**

pH	5 to 11
----	---------

Pollutant	Concentration Limit (mg/l)
Arsenic	1.5
Barium	10.0
Biochemical Oxygen Demand (BOD)	50,000
Boron	1.04
Cadmium	0.2
Chromium, Total	2.0
Copper	2.2
Cyanide	.012
Fluoride	1,000
Iron	200
Lead	1.7
MBAS (Surfactants)	100
Mercury	0.1
Methyl Tert Butyl Ethylene (MTBE)	0.0005
Nickel	2.0
Nitrogen, Ammonia	500
Selenium	1.0
Silver	0.4
Tetrachloroethene (TCE or PCE)	0.53
Toluene	1.53
Total Dissolved Solids (TDS)	1,000
Total Petroleum Hydrocarbons (TPH)	500
Zinc	2.3

Adopted July 25th 2001

Table II: FEE SCHEDULE

Victor Valley Wastewater Reclamation Authority Fee Schedule

Effective July 1st, 2026

User Charge Rate per Million Gallons (\$/MG)	
FY 2027	\$7,288
FY 2028	\$7,653
FY 2029	\$8,036

High Strength Surcharges	
BOD	See the Adopted Budget for the corresponding fiscal year rate
TSS	See the Adopted Budget for the corresponding fiscal year rate
NH3	See the Adopted Budget for the corresponding fiscal year rate

Other Fees	
Septage Receiving Fee	\$0.12 per gallon
Fats, Oil, and Grease (FOG) Tipping Fee	\$0.12 per gallon

TABLE III: PRETREATMENT PROGRAM FEES

Wastewater Discharge Permit Application Fee (Class I, II, IV): \$220

Wastewater Discharge Permit Fees

Permit Type	Annual Fee
Class I	\$3,000
Class II	\$3,000
Class III	\$175
Class IV	\$800

Plan Check Fee: \$110

Follow-up Inspection Fee: \$330

Follow-up Compliance Sampling Fee: \$220 plus analytical costs

**EXHIBIT A: FY 2027-2029 RATE STUDY BY WATER
RESOURCES ECONOMICS, LLC**

EXHIBIT B: RESOLUTION 2026-03



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Agenda Item

TO: VWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: March 19, 2026

SUBJECT: **First Reading of Ordinance 002**

Attachments

Ordinance 002

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

20111 Shay Rd

Victorville CA 92394

(760) 246-8638

www.vvwraca.gov



ORDINANCE NO. 002 CONNECTION FEES

April 16, 2026

AN ORDINANCE PRESCRIBING FEES FOR CONNECTING ANY PARCEL WITHIN THE BOUNDARIES OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO THE SEWERAGE SYSTEM, OR FOR INCREASING THE STRENGTH AND/OR QUANTITY OF WASTEWATER ATTRIBUTABLE TO A CONNECTED PARCEL WITHIN THE REGIONAL SERVICE AREA, AND PROVIDING FOR THE COLLECTION OF SUCH FEES, ALL PURSUANT TO THE STATEMENT OF FINDINGS AND BOARD ACTION SET FORTH IN THIS ORDINANCE NO. 002.

STATEMENT OF FINDINGS AND BOARD ACTION REGARDING THE ADOPTION OF ORDINANCE NO. 002

WHEREAS, Ordinance No. 002, adopted May 26, 1983, by the Board of Commissioners (Commission) of the Victor Valley Wastewater Reclamation Authority (VWVRA), as amended from time to time, establishes and imposes a schedule of fees for the connection of real property to the VWVRA sewerage system,

WHEREAS, the Commission believes that it is necessary and desirable to update and clarify the terms and conditions applicable to the calculation of connection fees for the benefit of the member entities and the users within the boundaries of VWVRA;

WHEREAS, the funds collected pursuant to the Connection Fee Schedule attached as Table I of Ordinance No. 002 are used to pay for capital improvements to the VWVRA sewerage system that are designed and constructed for the purpose of increasing the capacity of the VWVRA sewerage system to meet growth;

WHEREAS, Ordinance 002, originally adopted in 1983, was amended on July 25, 1985; January 1, 1986; August 21, 1997; March 25, 1999; March 19, 2002; July 23, 2002; March 13, 2006; June 29, 2009; March 20, 2014 and February 27, 2020;

WHEREAS, on February 19, 2026, a proposed Financial Plan (the “Financial Plan”) prepared by Water Resources Economics was presented to the Board of Commissioners at a duly noticed regular meeting;

WHEREAS, after consideration of the Financial Plan at the regularly scheduled meeting on February 19, 2026, the Board of Commissioners directed VWVRA staff to finalize a rate study based on the Financial Plan;

WHEREAS, a Rate Study was completed by Water Resources Economics in March 2026 to evaluate future VWVRA users fee revenues necessary to fund both regular operations and the capital improvement program (the “Rate Study”) and,

WHEREAS, a true and accurate copy of the Rate Study is attached hereto as Exhibit “A” and is incorporated herein by this reference;

WHEREAS, the Board of Commissioners approved the Rate Study at a regularly scheduled meeting on March 19, 2026 through Resolution 2026-03 a true and accurate copy of which is attached hereto as Exhibit “B” and is incorporated herein by this reference;

WHEREAS, the Rate Study determined an increase is necessary in the amount of the connection fees collected by VWVRA to ensure the ongoing ability of VWVRA to increase the capacity of the VWVRA sewerage system to meet regulatory requirements, growth and necessary related capital projects;

WHEREAS, the Rate study contemplates that connection fees be increased, at a minimum, to match the California Construction Cost Index (“CCCI”);

WHEREAS, it is the decision of the Board of Commissioners that the recommended increase to connections fees per equivalent dwelling unit (“EDU”) track the CCCI for each particular fiscal year (“FY”);

WHEREAS, it is also the decision of the Board of Commissioners that the maximum rate of increase for connection fee charges per EDU for each fiscal year be limited to 5.0%, with any excess percentage over 5.0% to carry over to the next fiscal year;

WHEREAS, based on the formula adopted by the Board of Commissioners, the recommended increase of connection fee rates is 5.0% for FY 2027, which would result in connection fees charges of \$4,913 per EDU for FY 2027;

WHEREAS, for subsequent FY 2028 and FY 2029, the Board has determined that any connection fee charges from the previous FY be adjusted to match the actual published CCCI for the corresponding year, plus any carry-over increase from the previous fiscal year up to a maximum of a 5.0% increase;

WHEREAS; these increases necessitate the amendment of Table I and Table III of Ordinance 002;

WHEREAS, on March 19, 2026, at a regularly scheduled meeting, the Board of Commissioners conducted a duly noticed public hearing and the First Reading of the Ordinance;

WHEREAS, on April 16, 2026, the Board of Commissioners conducted a duly noticed public hearing and the Second Reading of the Ordinance

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority does hereby ordain as follows:

Section 1. Findings. The Board of Commissioners asserts and adopts the findings set forth above.

Section 2. Amendment of Table I of Ordinance No. 002 Table I, as referenced in Sections 3.01, 3.05, and 3.08 of Ordinance No. 002, is hereby repealed and is now amended, revised as set forth in this amendment to Ordinance 002, including any attachments hereto, and incorporated herein by this reference.

Section 3. Amendment of Table III of Ordinance No. 002 Table III, as referenced in Section 3.08 of Ordinance No. 002, is hereby repealed and is now amended and revised as set forth in this Amendment to Ordinance 002, including any attachments hereto, and is incorporated herein by the reference.

Section 4. Continued Effect of Remaining Provisions of Ordinance No. 002. The remaining provisions of Ordinance No. 002 not expressly repealed or amended by this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days after its adoption, starting July 1, 2026. Prior to the expiration of the fifteen (15) days from its adoption, the Ordinance or a summary of it shall be published in The Daily Press, a

newspaper of general circulation within the boundaries of the Victor Valley Wastewater Reclamation Authority, or a newspaper of substantially equivalent circulation.

Section 6. Notice of Exemption. Within five working days after the passage and adoption of this Ordinance, the Commission hereby authorizes and directs staff to prepare, execute, and file with the County Clerk a Notice of Exemption for the revisions to Ordinance No. 002.

LEGISLATIVE HISTORY

ADOPTED	05/26/83
AMENDED	07/25/85
AMENDED	01/01/86
AMENDED	08/21/97
AMENDED	03/25/99
AMENDED	03/19/02
AMENDED	07/23/02
AMENDED	03/13/06
AMENDED	06/29/09
AMENDED	03/20/14
AMENDED	02/27/20
REPEALED AND RESTATED	04/16/26

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PART I - GENERAL PROVISIONS

SECTION 1.01: SHORT TITLE

This Ordinance shall be known as the "Connection Fee Ordinance for the Victor Valley Wastewater Reclamation Authority" and may be cited as such.

SECTION 1.02: PURPOSE

The purpose of this Ordinance is to establish and impose fees for connecting a parcel within the boundaries of VVWRA to the regional sewerage system or for increasing the strength and/or quantity of wastewater discharged into the regional sewerage system, and to provide for collection of said charges. All funds collected under this Ordinance shall be used for capital expansion of the regional sewerage system.

SECTION 1.03: AUTHORITY TO ACT

VVWRA is empowered to fix fees and charges for connecting to or altering use of its sewerage system pursuant to the Service Agreement between member entities dated November 1976" the Joint Powers Agreement which created VVWRA dated December 1977· Sections 6500 et seq. of the California Government Code relating to Joint Powers Authorities; VVWRA's Wastewater Ordinance; each as amended from time to time· and other applicable law.

SECTION 1.04: ADDITIONAL REVENUE

The revenue generated by the connection fees herein defined shall be in addition to all revenue otherwise collected by VVWRA, including, but not limited to ad valorem taxes, federal and state grants, contract revenue, investment income, fees, service charges, and charges imposed under VVWRA's Wastewater Ordinance.

SECTION 1.05: ADMINISTRATION

The Senior Administrative Officer shall administer, implement, and enforce the provisions of this Ordinance in accordance with policies established by the Board of Commissioners.

SECTION 1.06: VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision shall not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Commissioners declares that it would have adopted each part of this Ordinance irrespective of the validity of any other part.

PART II-DEFINITIONS

This Ordinance shall be interpreted according to the definitions set forth in the VVWRA Wastewater Ordinance, as supplemented by the following definitions (in the event of any conflict between the definitions in the VVWRA Wastewater Ordinance and the definitions contained herein, the definitions contained herein shall prevail):

SECTION 2.01: AMMONIA NITROGEN

Ammonia nitrogen shall mean the soluble ionized and unionized ammonia nitrogen component in wastewater that can be measured using the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.02: BIOCHEMICAL OXYGEN DEMAND (BOD)

Biochemical Oxygen Demand or BOD shall mean the measure of decomposable organic material in wastewater as represented by the oxygen utilized as determined by the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.03: BOARD OF COMMISSIONERS

Board of Commissioners shall mean the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority of San Bernardino County, California.

SECTION 2.04: CAPACITY UNIT

Capacity Unit shall mean the loading in terms of capacity that a typical single-family home places on the sewerage system over a twenty-four (24) hour period based on flow, biochemical oxygen demand, suspended solids, and ammonia nitrogen.

SECTION 2.05: INDUSTRIAL WASTEWATER

Industrial Wastewater shall mean all waterborne wastes and wastewater of the community excluding wastewater of domestic origin and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural, brine wastewater resulting from the regeneration of water conditioning devices, or any other operation where the wastewater discharged includes significant quantities of wastes of non-human origin.

SECTION 2.06: INDUSTRIAL WASTEWATER PERMIT

Industrial Wastewater Permit shall mean a Nondomestic Wastewater Discharge Permit as required by Article 08 of the Wastewater Ordinance

SECTION 2.07: MEMBER ENTITIES

Member Entities shall mean the participating agencies in VVWRA, which include the City of Victorville, County Service Areas No. 42 and No. 64, The Town of Apple Valley and the City of Hesperia

SECTION 2.08: NEW CONNECTION

A New Connection shall mean any of the following located within the regional service area that contributes to the Regional Sewerage System:

- (1) A connection to the sewerage system for the first time of any improvement or parcel(s) of land
- (2) An existing connection from a parcel or improvement where the number or strength of capacity units attributable to said parcel or improvement has been increased due to construction of additional dwelling or other units or a change in land usage.
- (3) An existing connection from an industrial, commercial, or institutional parcel or improvement where operational modifications (such as changes in the manufacturing process or the use of different constituents) have increased the original number or strength of capacity units attributable to said parcel or improvement.

SECTION 2.09: PARCEL

Parcel shall mean real property or any improvement thereon, real or personal, which has or seeks access to the sewerage system.

SECTION 2.10: PERSON

Person shall mean any individual, partnership, committee, association, corporation, public agency, or any other organization, entity, or group of persons, public or private.

SECTION 2.11: REGIONAL SEWERAGE SYSTEM

Regional Sewerage System shall mean that portion of the Sewerage System that is owned and operated by VVWRA.

SECTION 2.12: SENIOR ADMINISTRATIVE OFFICER

Senior Administrative Officer shall mean the General Manager of the Victor Valley Wastewater Reclamation Authority

SECTION 2.13: SEWERAGE SYSTEM

Sewerage System shall mean the network of wastewater collection, conveyance, treatment and disposal facilities which are interconnected by means of sewers either owned in whole or in part by the VVWRA, the Member Entities, or as to which the VVWRA has a contractual right of use.

SECTION 2.14: TOTAL SUSPENDED SOLIDS

Total suspended Solids shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration in accordance with the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.15: TYPES

NEW UNITS

(1) RESIDENTIAL

All dwelling units shall be charged on a total fixture unit (F.U.) basis. A typical single-family home will have twenty (20) fixture units, which is considered to be one equivalent dwelling unit (EDU). The connection fee for one EDU is located in Table I Connection Fee Schedule

For single family homes, mobile homes, multiple family dwellings (apartments), condominiums, motels/hotels (rooms only), or any other form of residential property, the residential column of Table II shall be used for determining fixture units. In the case of jointly used facilities (such as laundry rooms, cabanas, clubhouses, etc.) for serving more than one residential unit, these additional fixture units shall be determined using the most the most current public use column of Table II.

(2) COMMERCIAL

Each commercial building, office, store, motel/hotels (restaurant and service facilities) or separately owned or operated commercial space, or like structure, or any other similar structure or use, with a separate service connection, shall be billed on a fixture unit basis with each fixture unit charged at the rate stated in Table I Connection Fee Schedule. The public use column of Table II shall be used for determining the number of fixture units. In addition, sewerage facility fees shall also be collected for those categories listed in Table III.

(3) INDUSTRIAL

Connection fees for Users requiring an Industrial Wastewater Permit will be calculated according to Ordinance No. 002 (Section 3.02) by VVWRA and will be based on wastewater quantity and strength contained in the application for permit for industrial wastewater discharge and other pertinent data. The Wastewater Ordinance defines which dischargers are industrial and provides instructions for completing the application for industrial discharge.

For purposes of this Ordinance, the following types of facilities shall be considered Industrial Users in addition to any definition contained in the Wastewater Ordinance:

1. Bakeries.
2. Commercial facilities with garbage grinders of 2 hp or greater may be classified as Industrial Users.
3. Laundries.
4. Facilities with service bay or garage facilities that have floor drains in the work area.
5. Facilities with swimming pools open to general public use if the swimming pool, filters, or associated equipment have floor drains in the work area or connections to the sewer system.
6. Hospitals.
7. Prisons Industrial Users.

EXISTING UNITS

(1) SUPPLEMENTAL FEES

- a. Supplemental fees shall be collected for modifications that result in the addition of fixture units to all structures and units connected to the sewer system. The fee shall

be based only on the actual number of fixtures added using the appropriate fixture unit tables.

- b. Exemptions to Supplemental Fees:
 - 1. Additions to residential units that previously paid for their connections on a flat fee-EDU basis (as opposed to a total fixture unit basis)
 - 2. Additions to residential units that connect as exempt properties developed as of July 1, 1982 (See Section 11.2 of VVWRA Ordinance No. 80-19)
- c. Supplemental fees shall be collected for modifications by Industrial Users that result in increasing the original number of flow or strength of capacity units attributable to a parcel or improvement.

SECTION 2.16: VVWRA

VVWRA shall mean the Victor Valley Wastewater Reclamation Authority, a Joint Powers Authority and Public Agency of the State of California, located in San Bernardino County, California.

SECTION 2.17: WASTEWATER

Wastewater shall mean the liquid and water-carried domestic or nondomestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the regional sewerage system.

SECTION 2.18: WASTEWATER ORDINANCE

Wastewater Ordinance shall mean VVWRA Ordinance 001 (also referred to as Ordinance 90- 19), as amended from time to time.

PART III-FEES

SECTION 3.01: CONNECTION FEES

- (1) No person or parcel shall connect any parcel or improvement within the regional service area to the sewerage system until a sewer connection permit or similar instrument has been issued by the local agency having jurisdiction over land use. Connection fees shall be collected as described in Section 3.05 herein.
- (2) All applicants for new connections shall pay a connection fee in accordance with Sections 3.02 and 3.03, and the Connection Fee Schedule set forth in the Tables to this Ordinance. With respect to new connections which constitute an increase in the existing strength and/or quantity of wastewater attributable to a particular parcel or improvement already connected, the connection fee shall be based on the increase in anticipated use of the sewerage system only.
- (3) A credit against new connection fees shall be allowed with respect to new construction replacing a demolished building that had been connected to the sewerage system. The credit shall be equal to the connection fee that was paid with respect to the demolished building under the terms of this Ordinance or its predecessors. There will be no additional charge for an exact duplication of replacement construction. It shall be the responsibility of the applicant to demonstrate to the reasonable satisfaction of the Senior Administrative Officer, the user category and the number of units of usage applicable to the demolished building and that such building was connected to the sewerage system. In no case shall the credit provided exceed the new connection fee, calculated in accordance with Section 3.03.

SECTION 3.02: CALCULATION OF THE CONNECTION FEE (INDUSTRIAL DISCHARGERS)

- (1) The connection fee for any parcel or improvement within the regional service area connecting to the sewerage system shall be based on anticipated use and shall equal the product of the estimated number of capacity units which will result from the connection, as determined in paragraph (3) of this section, and the connection fee rate determined pursuant to Section 3.03 hereof.
- (2) Industrial dischargers shall provide approved flow measuring devices at their point of discharge when required by VVWRA or a Member Entity.
- (3) The anticipated use of the sewerage system by industrial dischargers shall be calculated in terms of capacity units (CU).

The number of capacity units (CU) shall be determined by the following formula:

$$(Q2) \quad CU = \frac{(BOD2)}{(Q1)} + \frac{(TSS2)}{(BOD1)} + \frac{(NH32)}{(TSS1)} + \frac{(NH41)}{(NH41)}$$

Where:

- X = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater, which is attributable to flow,
- Y = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to biochemical oxygen demand (BOD),
- Z = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to total suspended solids (TSS),
- A = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to ammonia nitrogen (NH43),

Average flow of wastewater from a single-family home in gallons per day,

- **BOD2:** Average loading of biochemical oxygen demand in the wastewater from a single-family home in pounds per day,
- **TSS2:** Average loading of total suspended solids in the wastewater from a single-family home in pounds per day,
- **NH3_2:** Average loading of ammonia nitrogen in the wastewater from a single-family home in pounds per day,
- **Q2:** Estimated flow of wastewater which will enter the sewerage system via the connection in gallons per day,
- **BOD1:** Estimated loading of biochemical oxygen demand which will enter the sewerage system via the connection in pounds per day,
- **TSS1:** Estimated loading of total suspended solids which will enter the sewerage system via the connection in pounds per day.
- **NH4_1:** Estimated loading of ammonia nitrogen which will enter the sewerage system via the connection in pounds per day.

Q, BOD, TSS, NH43, X, Y, Z, and A shall be determined by periodic review.

- (4) A capacity unit has the following values in computing the loading on the regional sewage system:

Flow	1 EDU as calculated by the latest California Plumbing Code, or 20 fixture units
BOD	200 mg/l, or 0.40866 pounds per day
TSS	250 mg/l, or 0.51082 pounds per day
NH4	20 mg/l, or 0.040866 pounds per day

- (5) Any facility which is subject to an Industrial Wastewater Permit shall be considered a discharger of industrial wastewater. The loadings of flow, BOD, total suspended solids, and ammonia nitrogen resulting from the connection of such a facility, for the purpose of calculating the number of capacity units attributable to such a connection, shall equal the loadings based on information contained in the Industrial Wastewater Permit, including the

estimated sanitary wastewater loadings. Each full-time employee shall be considered to discharge 15 gallons per day of single-family home strength wastewater.

The Senior Administrative Officer may, at any time after connection, verify the actual flow, BOD, total suspended solids, and ammonia nitrogen attributable to the new connection. Should a discrepancy exist between measured quantities and the estimated quantities of flow, BOD, total suspended solids, and ammonia nitrogen upon which the connection fee had been based, the owner of the parcel or improvement shall, upon written notification, pay to the VVWRA the difference between the connection fee paid and the amount due on the basis of the verified quantities.

SECTION 3.03: CALCULATION OF THE CONNECTION FEE RATE

The total capital costs required to construct an incremental expansion of the regional sewerage system to provide additional capacity shall be determined periodically by VVWRA.

The number of capacity units resulting from a domestic or dwelling unit connection through which no industrial wastewater is discharged shall be based on the actual number of fixture units per connection. No connection, however, shall be charged less than the fee for eight (8) fixture units.

SECTION 3.04: CAPITAL IMPROVEMENT FUNDS

The connection fee revenue collected pursuant to this Ordinance and all accruals thereon shall be deposited into a capital account and shall be maintained in accordance with prudent management and investment policies adopted by VVWRA. All connection fee revenue with respect to the regional sewerage system is owned by VVWRA. Any connection fee imposed separately by the Member Entities in connection with local tributary sewerage systems and collection sewers shall be owned and maintained by such Member Entities.

The connection fee imposed pursuant to this Ordinance, which is for the capital cost of expansion of the regional sewerage system, shall be used for capital expansion of the regional sewerage system.

SECTION 3.05: IMPOSITION, PAYMENT, AND COLLECTION OF CONNECTION FEE

No sewer use by any person or parcel shall be permitted prior to payment of the connection fee. The connection fee for a parcel shall be paid and collected at the time of final inspection or the date the certificate of occupancy is issued for improvements to the subject parcel, whichever occurs first. No person who has secured a sewer connection permit prior to July 1, 1982, from the local agency having jurisdiction over land development shall be liable for the payment of a connection fee with respect to facilities of the type, quantity, and strength of use therein described.

In order to assure uniform calculation and collection of connection fees, and in accordance with good audit procedures, each Member Entity shall be responsible for the calculation and collection of connection fees from properties located within their respective jurisdictions. Member Entities shall use the connection fee worksheet and/or other forms as provided by or as approved by VVWRA. Connection fees shall be calculated according to VVWRA Ordinance 001 and 002.

Notwithstanding the foregoing, VVWRA shall be responsible for calculating the number of capacity units applicable to an Industrial Wastewater Permit as provided in Table I.

Connection fee revenue shall be forwarded to VVWRA on a monthly basis by each Member Entity. Connection fees collected during each calendar month are due and payable no later than the last day of the next month. Interest will be assessed for connection fees received more than thirty (30) days beyond the due date. The interest charge will be calculated using the State of California legal interest rate applicable to judgements.

SECTION 3.06: CREDIT

A credit against the connection fee shall be allowed with respect to any building which had been constructed and was located within the regional service area prior to July 1, 1982.

SECTION 3.07: APPEALS

Any User permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders, made by the Senior Administrative Officer, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with the Senior Administrative Officer a written request for reconsideration with ten (10) days, setting forth in detail the facts supporting the user's request for reconsideration. The Senior Administrative Officer shall render a decision on the request for reconsideration to the user, permit applicant or permit holder in writing within fifteen (15) days of receipt of the request. If the ruling on the request for reconsideration made by the Senior Administrative Officer is unsatisfactory, the person requesting reconsideration may, within ten (10) days after notification of the Senior Administrative Officer's action, file a written appeal with the Secretary of the Board of Commissioners.

SECTION 3.08: PERIODIC REVIEW

This Ordinance, including the Tables, shall be reviewed at least annually by the Senior Administrative Officer, and shall be revised as needed. A revision of this Ordinance requires the approval of the Board of Commissioners and shall be presented for a Public Hearing at a regularly scheduled meeting of the Board.

SECTION 3.09: CONFLICT WITH PREVIOUS PROVISIONS

If any provision of this Ordinance is in conflict with any provision of any previous ordinance, resolution or other regulation of VVWRA, then the provisions of this Ordinance shall govern.

END OF TEXT OF ORDINANCE

APPROVAL AND ADOPTION

THIS ORDINANCE NO. 002 IS APPROVED AND ADOPTED ON: April 16, 2026

Cameron Gregg,
Chair VVWRA Board of Commissioners

APPROVED AS TO FORM:

ATTEST:

Piero C. Dallarda of Best Best & Krieger LLP
VVWRA General Counsel

Scott Nassif,
Secretary VVWRA Board of Commissioners

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners ("Commission") of the Victor Valley Wastewater Reclamation Authority, certify that the foregoing Ordinance was introduced at a regular meeting of the Board of Commissioners on March 19, 2026, and was adopted by the Commission at a regular meeting held on April 16, 2026, by the following vote of the Commissioners:

AYES

NOES

ABSTAINED

ABSENT

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the Victor Valley Wastewater Reclamation Authority on this April 16, 2026.

Kristi Casteel
Secretary of the Board of Commissioners

TABLE I CONNECTION FEE SCHEDULE

Connection Fee Schedule	
FY 2026-2027	\$4,913 per EDU* or \$245.65 per fixture units
FY 2027-2028	Previous year, plus CCCI* increase and carry over from previous year with increase not to exceed 5.0% per year
FY 2028-2029	Previous year, plus CCCI increase and carry over from previous year with increase not to exceed 5.0% per year
*EDU: Equivalent Dwelling Unit=180 gallons/day or 20 fixture units **CCCI: California Construction Cost Index	

TABLE II: EQUIVALENT FIXTURE UNITS

Please refer to the most recent California Plumbing
Code Table 702.1 version.

TABLE III: COMMERCIAL FACILITY FEES

Category	Unit	Fee
Prison	Per Bed	\$179.96
Restaurant	Per Seat	\$80.97
Cocktail Bar	Per Seat	\$32.40
Hospital	Per Bed	\$405.03
Laundromat	Per Machine	\$359.93
Day Care Center	Per Child	\$36.00
Convalescent Care Center	Per Bed	\$89.98

The Victor Valley Wastewater Reclamation Authority may require the owner to submit plans and other information as may be needed to determine the charge.

TABLE IV: EDU CREDIT PROGRAM

Resolution No. 85-4 of the VVWRA entitled "Resolution of the Victor Valley Wastewater Reclamation Authority Establishing Policy Guidelines for a Limited Term 'EDU Credit' Program, and the formulas for the EDU Credit Program entitled VVWRA Deferred Payment Sewer Financing Approach Requirements and Procedures to Determine 'Credit' Amount, dated May 30, 1985, all as previously adopted by the VVWRA, are incorporated herein by this reference and, in conjunction with any contracts executed for that purpose, shall govern those situations wherein a project is approved for inclusion in the EDU Credit Program.

EXHBIT A: FY 2027-2029 RATE STUDY BY WATER RESOURCES ECONOMICS, LLC

EXHIBIT B: RESOLUTION 2026-3



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Xiwei Wang, Accounting Supervisor

DATE: March 19, 2026

SUBJECT: **Recommendation To Adopt Resolution 2026-04 To Amend Flow Billing Percentages And Approve The Flow Billing Rates As Measured By Ads Environmental Services, Inc. And Approved By Member Agency Staff**

Fiscal Impact N/A

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt Resolution 2026-04 to amend flow billing percentages and approve the flow billing rates as measured by ADS Environmental Services, Inc. and approved by member agency staff.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

An online meeting with the Engineering Committee members took place on February 11, 2026, to discuss the new flow allocation. The flow allocation rates are based on the data for 12 months ending June 30, 2025, collected by the ADS Environmental Services metering system located at the member agency connection points to the VVWRA interceptors. These meter readings are compared against the overall flow meter at the wastewater treatment plants to create the flow billing percentage. The Engineering Committee members reached a consensus on the proposed billing rate percentages. Approval of these percentages now needs to be sent to the VVWRA Board to adopt the percentage allocation rates by the attached Resolution (Exhibit 1).

It is recommended that the Board of Commissioners adopt Resolution 2026-04 to amend flow billing percentages and approve the flow billing rates as measured by ADS Environmental Services, Inc. and approved by member agency staff.

Attachments

Resolution 2026-04 Amend Flow Allocation

RESOLUTION NO. 2026-04

A RESOLUTION OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO AMEND BILLING PERCENTAGES AND APPROVE FLOW BILLING ADJUSTMENTS RELATING TO THE FLOW MONITORING RESULTS AS MEASURED BY ADS ENVIRONMENTAL SERVICES, INC.

WHEREAS, the Victor Valley Wastewater Reclamation Authority (“Authority”) is a Joint Powers Authority and Public Agency of the State of California established in 1978 that provides Regional wastewater treatment to a designated Service Area; and

WHEREAS, an amendment to the Victor Valley Regional Wastewater Service Agreement was made and entered into as of August 1, 2005, by and between the Authority and the City of Victorville, the City of Hesperia, the Town of Apple Valley, and the County of San Bernardino Service Areas No. 42 (Oro Grande) and No. 64 (Spring Valley Lake), collectively referred to as “Member Entities”; and

WHEREAS, the Authority provides wastewater treatment service to the Member Entities and issues monthly flow billings to the Member Entities based upon the number of gallons of flow received from each Entity; and

WHEREAS, it was agreed and established in 1998 by the VVWRA Technical Advisory Committee that the local metering stations are inaccurate and do not provide reliable flow data, and it was determined that the Authority would utilize the services of an independent agent to conduct periodic flow monitoring with their own equipment; and

WHEREAS, it was agreed and established that the results of the flow monitoring study would be used to establish percentages with which to apportion the total flow as measured by the Magmeter at the Regional Treatment Plant and determine member entity flow by said percentages for billing purposes; and

WHEREAS, the Commission of the Victor Valley Wastewater Reclamation Authority approved and adopted the flow monitoring results as measured by ADS Environmental Services, Inc., attached hereto as “Exhibit A”, and directed staff to make appropriate flow billing adjustments;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Victor Valley Wastewater Reclamation Authority does hereby amend the flow billing percentages relating to the flow monitoring results as measured by ADS Environmental Services, Inc. and direct staff to implement flow billing adjustments based on the amended billing percentages.

APPROVED AND ADOPTED on this 19th day of March 2026.

Cameron Gregg, Chair
VVWRA Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Scott Nassif, Secretary
VWRA Board of Commissioners

Piero C. Dallarda of
Best, Best & Krieger LLP, VWRA Counsel

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on March 19, 2026.

Kristi Casteel – Clerk of the Board

EXHIBIT A

Resolution 2026-04

Victor Valley Wastewater Reclamation Authority
Flow Allocation Proposed Effective on July 1, 2026

Proposed Flow Allocation Based on July 2024 - June 2025

Measured by ADS	Percentage of Total %	July MG	Percentage of Total %	August MG	Percentage of Total %	September MG	Percentage of Total %	October MG	Percentage of Total %	November MG	Percentage of Total %	December MG	Percentage of Total %	January MG	Percentage of Total %	February MG	Percentage of Total %	March MG	Percentage of Total %	April MG	Percentage of Total %	May MG	Percentage of Total %	June MG	Metering Location	APPROVED Based on July 2023 - June 2024		Proposed Based on July 2024 - June 2025	
																										Total %	Total MG	Total %	Total MG
VSD 1 (less North Apple Valley)	4.9480%	19.3700	5.0699%	19.5442	5.2841%	19.6893	5.4006%	20.4483	3.6605%	13.7572	5.7566%	21.8757	7.5432%	29.2103	11.7890%	43.0729	7.8540%	30.4773	7.6573%	29.2024	7.4383%	29.5236	6.8169%	25.5032	VSD 1 (less North Apple Valley)	5.3735%	249.3110	6.5918%	301.6744
VSD 2	12.6465%	49.5079	12.9465%	49.9082	13.3126%	49.6045	13.3717%	50.6294	12.9737%	48.7588	12.4058%	47.0703	12.0205%	46.5485	11.8031%	43.1245	13.1140%	50.8886	12.8807%	49.1226	12.5735%	49.9058	12.8464%	48.0609	VSD 2	12.7042%	589.4292	12.7418%	583.1300
VSD 3	25.3773%	99.3455	25.5023%	98.3104	26.1908%	97.5905	25.9139%	98.1180	24.9193%	93.6538	25.1329%	95.3593	24.3160%	94.1620	23.3164%	85.1899	25.1166%	97.4646	25.3653%	96.7346	25.6044%	101.6275	25.9951%	97.2525	VSD 3	25.4047%	1,178.6837	25.2333%	1,154.8086
VSD 4	7.7714%	30.4230	7.9330%	30.5812	7.7859%	29.0113	7.9085%	29.9441	8.1919%	30.7874	8.4242%	31.9633	8.1438%	31.5362	7.0195%	25.6469	7.2136%	27.9924	7.2793%	27.7606	7.3896%	29.3305	7.7613%	29.0364	VSD 4	7.5786%	351.6186	7.7354%	354.0133
VSD 5	0.8976%	3.5137	0.7603%	2.9309	0.7001%	2.6088	0.7437%	2.8160	0.7402%	2.7818	0.6675%	2.5327	0.6532%	2.5295	0.5971%	2.1816	0.5763%	2.2363	0.6173%	2.3540	0.4759%	1.8888	0.5888%	2.2027	VSD 5	0.6062%	28.1266	0.6681%	30.5768
VSD 6	7.3373%	28.7236	6.9042%	26.6155	6.6805%	24.8926	6.7511%	25.5618	8.6706%	32.5867	7.8020%	29.6025	7.3233%	28.3589	7.6724%	28.0322	7.5201%	29.1815	7.3119%	27.8853	7.1363%	28.3249	6.9888%	26.1466	VSD 6	7.0368%	326.4790	7.3399%	335.9121
VSD Total	58.9781%	230.8837	59.1162%	227.8904	59.9540%	223.3970	60.0895%	227.5176	59.1562%	222.3257	60.1980%	228.4038	59.9999%	232.3454	62.1976%	227.2480	61.3945%	238.2407	61.1117%	233.0595	60.6180%	240.6011	60.9973%	228.2023	VSD Total	58.7041%	2,723.6481	60.3104%	2,760.1152
Apple Valley 03	17.5550%	68.7231	17.0289%	65.6457	16.1985%	60.3579	16.1786%	61.2574	16.9983%	63.8844	15.7148%	59.6250	16.0724%	62.2393	14.8821%	54.3739	14.9491%	58.0098	15.5018%	59.1188	15.8869%	63.0571	15.5559%	58.1974	Apple Valley 03	17.6124%	817.1503	16.0491%	734.4898
Apple Valley North	0.1847%	0.7231	0.1950%	0.7516	0.1899%	0.7076	0.1905%	0.7212	0.1783%	0.6700	0.1774%	0.6732	0.2431%	0.9412	0.2646%	0.9666	0.2965%	1.1505	0.2896%	1.1045	0.2600%	1.0318	0.2404%	0.8993	Apple Valley North	0.1790%	8.3042	0.2259%	10.3406
Apple Total	17.7397%	69.4462	17.2239%	66.3973	16.3884%	61.0655	16.3691%	61.9786	17.1766%	64.5544	15.8922%	60.2982	16.3155%	63.1805	15.1466%	55.3405	15.2456%	59.1603	15.7915%	60.2233	16.1468%	64.0889	15.7962%	59.0967	Apple Total	17.7914%	825.4545	16.2750%	744.8304
Hesperia	17.5935%	68.8740	17.7628%	68.4750	17.7544%	66.1555	17.6558%	66.8502	17.9226%	67.3580	17.9878%	68.2493	17.7194%	68.6171	17.0135%	62.1615	17.7214%	68.7676	17.3498%	66.1661	17.4462%	69.2462	17.3674%	64.9748	Hesperia	17.7557%	823.7983	17.6094%	805.8953
Hesperia Total	17.5935%	68.8740	17.7628%	68.4750	17.7544%	66.1555	17.6558%	66.8502	17.9226%	67.3580	17.9878%	68.2493	17.7194%	68.6171	17.0135%	62.1615	17.7214%	68.7676	17.3498%	66.1661	17.4462%	69.2462	17.3674%	64.9748	Hesperia Total	17.7557%	823.7983	17.6094%	805.8953
CSA 64 SVL	5.2680%	20.6228	5.4357%	20.9545	5.4526%	20.3171	5.4677%	20.7025	5.3718%	20.1886	5.6122%	21.2940	5.4503%	21.1059	5.1555%	18.8365	5.2594%	20.4090	5.2608%	20.0629	5.3118%	21.0834	5.4051%	20.2214	CSA 64 SVL	5.3750%	249.3786	5.3709%	245.7986
CSA 42 Oro Grande	0.4207%	1.6469	0.4613%	1.7784	0.4507%	1.6792	0.4179%	1.5823	0.3729%	1.4013	0.3098%	1.1753	0.3419%	1.2938	0.4867%	1.7783	0.3792%	1.4713	0.4863%	1.8544	0.4772%	1.8939	0.4340%	1.6236	CSA 42 Oro Grande	0.3739%	17.3458	0.4344%	19.8787
CSA Total	5.6887%	22.2697	5.8971%	22.7329	5.9032%	21.9963	5.8856%	22.2848	5.7446%	21.5899	5.9220%	22.4693	5.9652%	23.0997	5.6423%	20.6148	5.6385%	21.8803	5.7470%	21.9173	5.7890%	22.9773	5.8391%	21.8450	CSA Total	5.7488%	266.7244	5.8052%	265.6773
Total Apportioned Flow	100.0000%	391.4736	100.0000%	385.4956	100.0000%	372.6143	100.0000%	378.6312	100.0000%	375.8280	100.0000%	379.4206	100.0000%	387.2427	100.0000%	365.3648	100.0000%	388.0489	100.0000%	381.3662	100.0000%	396.9135	100.0000%	374.1188	Total Apportioned Flow	100.0000%	4,639.6253	100.0000%	4,576.5182
Mojave Narrows Regional Park		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000	Mojave Narrows Regional Park		1.2000		1.2000
Total Study Flow		391.5736		385.5956		372.7143		378.7312		375.9280		379.5206		387.3427		365.4648		388.1489		381.4662		397.0135		374.2188	Total Study Flow		4,640.8253		4,577.7182

Board Approved Flow Allocation Based on July 2023 - June 2024 For a Comparison Purpose

Measured by ADS	Percentage of Total		July	Percentage of Total		August	Percentage of Total		September	Percentage of Total		October	Percentage of Total		November	Percentage of Total		December	Percentage of Total		January	Percentage of Total		February	Percentage of Total		March	Percentage of Total		April	Percentage of Total		May	Percentage of Total		June	Metering Location	Total	Total
	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG	%	MG		%	MG
VSD 1 (less North Apple Valley)	5.2706%	20.2863	5.2474%	21.1639	5.6068%	21.3470	5.3845%	21.2776	5.1028%	19.2420	5.1239%	20.1492	5.3368%	20.9028	5.7549%	20.9561	5.7458%	22.4965	5.9492%	22.5217	5.2227%	20.6796	4.7710%	18.2883	VSD 1 (less North Apple Valley)	5.3735%	249.3110												
VSD 2	11.6607%	44.8815	12.6283%	50.9324	12.6462%	48.1482	12.6499%	49.9874	12.8454%	48.4382	12.7015%	49.9471	12.9694%	50.7975	13.4194%	48.8657	12.6719%	49.6141	12.4747%	47.2251	13.0028%	51.4855	12.8107%	49.1065	VSD 2	12.7042%	589.4292												
VSD 3	25.4551%	97.9755	25.8751%	104.3591	24.9196%	94.8768	25.5714%	101.0481	25.2256%	95.1221	25.0782%	98.6173	25.8816%	101.3710	25.5171%	92.9190	25.1714%	98.5531	25.3303%	95.8923	25.3345%	100.3139	25.4707%	97.6355	VSD 3	25.4047%	1,178.6837												
VSD 4	7.9825%	30.7241	7.2577%	29.2718	7.3256%	27.8908	7.4932%	29.6100	7.6171%	28.7230	7.5924%	29.8563	7.7454%	30.3367	7.6723%	27.9383	7.5941%	29.7331	7.6232%	28.8590	7.6068%	30.1198	7.4495%	28.5557	VSD 4	7.5786%	351.6186												
VSD 5	0.7475%	2.8770	0.6612%	2.6666	0.5341%	2.0335	0.4312%	1.7041	0.3906%	1.4729	0.3581%	1.4083	0.5270%	2.0643	0.6309%	2.2972	0.5355%	2.0967	0.7031%	2.6617	0.8636%	3.4194	0.8935%	3.4249	VSD 5	0.6062%	28.1266												
VSD 6	7.1550%	27.5394	6.9090%	27.8652	7.0072%	26.6786	6.8953%	27.2476	6.8905%	25.9830	6.9092%	27.1697	6.9543%	27.2381	7.0968%	25.8425	7.2243%	28.2850	7.5691%	28.6543	6.9101%	27.3612	6.9430%	26.6144	VSD 6	7.0368%	326.4790												
VSD Total	58.2714%	224.2838	58.5788%	236.2590	58.0396%	220.9749	58.4256%	230.8748	58.0719%	218.9812	57.7633%	227.1479	59.4145%	232.7104	60.0914%	218.8188	58.9431%	230.7785	59.6496%	225.8141	58.9404%	233.3794	58.3383%	223.6253	VSD Total	58.7041%	2,723.6481												
Apple Valley 03	18.5646%	71.4543	18.2808%	73.7300	19.1129%	72.7689	18.8216%	74.3755	18.7308%	70.6311	17.1151%	67.3031	15.0659%	59.0089	15.6327%	56.9253	17.3593%	67.9666	16.3745%	61.9884	17.5705%	69.5718	18.6334%	71.4264	Apple Valley 03	17.6124%	817.1503												
Apple Valley North	0.1749%	0.6730	0.1680%	0.6777	0.1751%	0.6665	0.1769%	0.6992	0.1808%	0.6816	0.1816%	0.7141	0.1820%	0.7129	0.1875%	0.6826	0.1872%	0.7330	0.1787%	0.6765	0.1799%	0.7122	0.1761%	0.6749	Apple Valley North	0.1790%	8.3042												
Apple Total	18.7395%	72.1273	18.4489%	74.4077	19.2880%	73.4354	18.9985%	75.0747	18.9115%	71.3127	17.2967%	68.0172	15.2479%	59.7218	15.8201%	57.6079	17.5466%	68.6996	16.5532%	62.6649	17.7504%	70.2840	18.8094%	72.1013	Apple Total	17.7914%	825.4545												
Hesperia	17.0353%	65.5681	17.5065%	70.6069	17.0488%	64.9102	16.9646%	67.0375	17.3381%	65.3794	19.3155%	75.9560	19.7355%	77.2986	18.3977%	66.9941	17.5488%	68.7085	17.6534%	66.8301	17.3305%	68.6217	17.1883%	65.8872	Hesperia	17.7557%	823.7983												
Hesperia Total	17.0353%	65.5681	17.5065%	70.6069	17.0488%	64.9102	16.9646%	67.0375	17.3381%	65.3794	19.3155%	75.9560	19.7355%	77.2986	18.3977%	66.9941	17.5488%	68.7085	17.6534%	66.8301	17.3305%	68.6217	17.1883%	65.8872	Hesperia Total	17.7557%	823.7983												
CSA 64 SVL	5.4845%	21.1096	5.1601%	20.8117	5.1886%	19.7547	5.1626%	20.4006	5.3272%	20.0883	5.2629%	20.6959	5.2139%	20.4215	5.3892%	19.6246	5.6944%	22.2951	5.7905%	21.9208	5.5577%	22.0060	5.2827%	20.2498	CSA 64 SVL	5.3750%	249.3786												
CSA 42 Oro Grande	0.4693%	1.8064	0.3058%	1.2333	0.4349%	1.6559	0.4487%	1.7729	0.3512%	1.3245	0.3882%	1.0981	0.3616%	1.4218	0.3016%	1.2505	0.3882%	1.0981	0.2671%	1.0672	0.4211%	1.6672	0.3813%	1.4617	CSA 42 Oro Grande	0.3739%	17.3458												
CSA Total	5.9538%	22.9160	5.4659%	22.0450	5.6235%	21.4106	5.6113%	22.1735	5.6785%	21.4128	5.6245%	22.1177	5.6021%	21.9420	5.6908%	20.7227	5.9615%	23.3408	6.1438%	23.2586	5.9787%	23.6732	5.6640%	21.7115	CSA Total	5.7488%	266.7244												
Total Apportioned Flow	100.0000%	384.8952	100.0000%	403.3186	100.0000%	380.7311	100.0000%	395.1605	100.0000%	377.0861	100.0000%	393.2388	100.0000%	391.6728	100.0000%	364.1435	100.0000%	391.5274	100.0000%	378.5677	100.0000%	395.9583	100.0000%	383.3253	Total Apportioned Flow	100.0000%	4,639.6253												
Mojave Narrows Regional Park	0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000		0.1000	Mojave Narrows Regional Park	1.2000												
Total Study Flow	384.9952		403.4186		380.8311		395.2605		377.1861		393.3388		391.7728		364.2435		391.6274		378.6677		396.0583		383.4253	Total Study Flow	4,640.8253														



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VWVRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Xiwei Wang, Accounting Supervisor

DATE: March 19, 2026

SUBJECT: **Adoption Of Resolution 2026-05 Approving An Amendment To Section 7.22 (Stability Pay) In The Personnel Rules And Regulations To Ensure Compliance With CalPERS Requirements**

Fiscal Impact N/A

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt Resolution 2026-05 to approve the amendment to the Victor Valley Wastewater Reclamation Authority's ("VWVRA") Personnel Rules and Regulations section 7.22 (stability pay) to ensure compliance with CalPERS requirements.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

As a contracting agency of CalPERS, VWVRA is subject to statutory and regulatory requirements that govern whether compensation is reportable for pension calculation purposes. The Public Employees' Retirement Law ("PERL"), the Public Employees' Pension Reform Act of 2013 ("PEPRA"), and related regulations codified in the California Code of Regulations ("CCR") require that contracting agencies must accurately reflect information related to compensation items in publicly available documentation approved by the Board of Commissioners.

All items of compensation which are reportable to CalPERS aside from salary are delineated and defined in the exclusive list of special compensation items under Title 2 CCR sections 571(a) for classic members, and section 571.1(b) for PEPRA members. All special compensation items must also meet the requirements of 2 CCR sections 571(b) and 571.1(a), which require that every special compensation item is included in a publicly available written labor policy or agreement that:

â€¢ Has been duly approved and adopted by an employer's governing body in accordance with requirements of applicable public meetings laws;

â€¢ Indicates the conditions for payment of the item of special compensation, including, but not limited to, eligibility for, and amount of, the special compensation;

â€¢ Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet

website;

â€¢ Indicates an effective date and date of any revisions

â€¢ Is retained by the employer and available for public inspection for not less than five years; and

â€¢ Does not reference another document in lieu of disclosing the item of special compensation.

VVWRA received a determination letter dated October 27, 2025 with respect to one of its recently retired employees that deemed stability pay as noncompliant. CalPERS' asserted that stability pay was not compliant because the existing provisions of section 7.22 (stability pay) of the Personnel Rules and Regulations did not align with the manner in which stability pay has been historically calculated and reported to CalPERS.

To address this, legal counsel has recommended revisions to section 7.22 (stability pay) of the Personnel Rules and Regulations to clarify the conditions and payment and method of calculation to comply with CalPERS' overarching requirements in the PERL. The draft revisions were presented to CalPERS for review and a compliance statement was issued by CalPERS thereafter subject to approval by the Board of Commissioners.

Accordingly, legal counsel has prepared an amendment (Exhibit 2) to the Personnel Rules and Regulations consistent with the draft revisions to section 7.22 (stability pay) of the Personnel Rules and Regulations that were approved by CalPERS. Staff recommends that the Board of Commissioners adopt the amendment by approving Resolution 2026-05 (Exhibit 1).

The purpose of approving this resolution is to ensure that stability pay meets all the applicable requirements of 2 CCR sections 570.5 and 571.1. Any subsequent revisions will be similarly presented to the Board of Commissioners for adoption and approval at a future meeting.

Attachments

Resolution 2026-05 Stability Pay

VVWRA_Amendment No. 2026-05 to Section 7.22 of Rules & Regulations

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO APPROVE AN AMENDMENT TO THE PERSONNEL RULES AND REGULATIONS

WHEREAS, the Victor Valley Wastewater Reclamation Authority ("Authority") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits to eligible employees; and

WHEREAS, CalPERS provides pensions to eligible employees pursuant to the Public Employees' Retirement Law, Government Code section 20000 *et seq.* ("PERL") and the Public Employees' Pension Reform Act ("PEPRA"); and

WHEREAS, compensation used in pension calculations under the California Public Employees' Retirement Law ("PERL") must meet specific requirements in Title 2 California Code of Regulations sections 571 and 571.1; and

WHEREAS, sections 570.5 and 571.1 also require that the relevant written labor policy or agreement be approved by the Board of Commissioners in accordance with public meeting laws; and

WHEREAS, after a review by CalPERS, it was determined that clarifications to the Personnel Rules and Regulations regarding stability pay as outlined in Section 7.22 are necessary to comply with the PERL; and

WHEREAS, compensation for Authority employees which have been previously approved by the Board of Commissioners in accordance with adopted policies and in compliance with applicable public meeting laws must be identified in a written labor policy or agreement; and

WHEREAS, legal counsel has prepared Amendment No. 2026-05 to the Personnel Rules and Regulations to ensure compliance with CalPERS requirements for review by the Board of Commissioners.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Board of Commissioners hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. The Board of Commissioners hereby approves Amendment No. 2026-05 to the Personnel Rules and Regulations, attached hereto as "Exhibit 1."

SECTION 3. Execution of Resolution. The Chair of the Board of Commissioners shall sign this Resolution and the Secretary to the Board shall attest and certify to the passage and adoption thereof.

SECTION 4. Effective Date of Resolution. The foregoing resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED on this 19th day of March 2026.

Cameron Gregg, Chair
VWRA Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Scott Nassif, Secretary
VWRA Board of Commissioners

Piero C. Dallarda of
Best, Best & Krieger LLP, VWRA Counsel

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on March 19, 2026.

Kristi Casteel – Clerk of the Board

AMENDMENT NO. 2026-05
TO
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
PERSONNEL RULES & REGULATIONS

RECITALS

1. The Victor Valley Wastewater Reclamation Authority (“VWRA”) amended the Victor Valley Wastewater Reclamation Authority Personnel Rules & Regulations (“Rules & Regulations”) on June 30, 2013.
2. VWRA contracts with the California Public Employees’ Retirement System (“CalPERS”) to provide retirement benefits to eligible employees.
3. Compensation used in pension calculations under the California Public Employees’ Retirement Law (“PERL”) must meet specific requirements in Title 2 California Code of Regulations sections 571 and 571.1.
4. In response to a recent compliance review conducted by CalPERS, it was determined that clarifications to the Rules & Regulations related to stability pay as outlined in section 7.22 thereof are necessary to comply with the PERL.
5. Legal counsel prepared draft revisions to section 7.22 of the Rules & Regulations and presented them to CalPERS for advance approval, receiving a compliance statement on February 27, 2026, provided that such draft revisions be approved by Board of Commissioners (“Board”).

AMENDMENT

NOW, THEREFORE, the VWRA Board of Commissioners hereby amends the Rules and Regulations follows:

- A. Section 7.22 (Stability Pay) of Rule 7 (Leave, Vacation and Holidays) of the Rules & Regulations is hereby amended in its entirety as follows:

“Effective December 15, 2008, after completion of five (5) years of service with the VWRA, regular employees shall be entitled to a lump sum stability payment on December 15th each year. The stability payment shall be a percentage calculated on an employee’s monthly equivalent base rate of pay as of December 15th of that year, and based on total days of service with the VWRA as of December 15th of that year.

The payment percentage shall start at ten (10) percent after five (5) years of service, with the equivalent of an additional two (2) percent for each year of service beyond the basic five (5) year requirement, measured in days. The additional two (2) years of service per year equals 0.0055% per day or 0.1667% per month. In no event shall such annual stability payment

exceed fifty (50) percent, which is the payment authorized after twenty-five (25) years of service to the VVWRA.”

B. Except as provided above, all other provisions of the Rules & Regulations shall remain unchanged.



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Xiwei Wang, Accounting Supervisor

DATE: March 19, 2026

SUBJECT: **Recommendation To Adopt Resolution 2026-06 To Amend The Unforeseeable Emergency Vacation Cash Out Policy To Include Compensatory Time**

Fiscal Impact N/A

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt Resolution 2026-06 to amend the Unforeseeable Emergency Vacation Cash Out Policy to include compensatory time as an additional option for emergency financial relief.

PREVIOUS ACTION(S)

On March 21, 2024, VVWRA Board of Commissioners adopted the Unforeseeable Emergency Vacation Cash Out Policy.

BACKGROUND INFORMATION

VVWRA's current Unforeseeable Emergency Vacation Cash Out Policy (Policy) allows employees to cash out the accrued vacation time in situations involving extraordinary and unforeseeable financial hardship. The purpose of the policy has been to provide employees with a limited but timely option for relief when facing severe financial emergencies beyond their control.

Upon reviewing the current Policy, the VVWRA management team recognized that employees often accrue compensatory time in addition to vacation, and that both forms of accrued leave represent earned time that may be essential in alleviating severe, unforeseen financial hardship. Having compensatory time as another option strengthens the Policy's effectiveness by providing employees with more flexible and equitable means of addressing extraordinary financial circumstances beyond their control.

It is recommended that the Board of Commissioners adopts Resolution 2026-06 (Exhibit 1) to amend the Unforeseeable Emergency Vacation Cash Out Policy to include compensatory time as an additional option for emergency financial relief.

Attachments

RESOLUTION 2026-06 Vacation Cash Out Policy Amendment-c1 FULL.docx

RESOLUTION NO. 2026-06

A RESOLUTION OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, AMENDING THE UNFORESEEABLE EMERGENCY VACATION CASH OUT POLICY AND CORRESPONDING REQUEST FORM TO INCLUDE COMPENSATORY TIME UNDER RULE 7.9 OF VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY'S PERSONNEL RULES AND REGULATIONS AND ADOPTING THE RESULTING UNFORESEEABLE EMERGENCY VACATION AND COMPENSATORY TIME CASH OUT POLICY

WHEREAS, the Victor Valley Wastewater Reclamation Authority ("VWVRA") is a Joint Powers Authority and Public Agency in the State of California, responsible for the regional collection, treatment, and disposal of wastewater in Victor Valley;

WHEREAS, on July 19, 2012 VWVRA adopted the VWVRA Personnel Rules and Regulations ("VWVRA Rules") that include Section 7.9 (Compensatory Time) for applicable employees of VWVRA. A true and accurate copy of the relevant portions of Section 7.9 are attached hereto as Exhibit "A";

WHEREAS, on March 21, 2024 VWVRA adopted the VWVRA Unforeseeable Emergency Vacation Cash Out Policy, a true and accurate copy is attached hereto as Exhibit "B";

WHEREAS, under the United States Department of the Treasury, Treas. Reg. 1.451-2(a), where VWVRA employees earn or are credited with a specified amount of paid leave per pay period, VWVRA employees generally are not taxed on the amounts until they actually are paid, but gross income issues can arise when amounts are constructively received even though the employee doesn't actually receive a payment;

WHEREAS, under Treas. Reg. 1.451-2(a) an amount is considered to be constructively received if it is credited to an individual account, "set apart for him, or otherwise made available so that he may draw upon it at any time, or so that he could have drawn upon it during the taxable year if notice of intention to withdraw had been given."

WHEREAS, no constructive receipt is deemed to occur if an individual's right to receive the amount is subject to substantial limitations or restrictions;

WHEREAS, VWVRA Staff wants to provide its employees with the ability to cash out compensatory time provided for in Section 7.9 of the VWVRA Personnel Rules and Regulations for unforeseeable emergencies that cannot be funded in other ways;

WHEREAS, VWVRA Staff recommends that Unforeseeable Vacation Cash Out Policy be amended to include cashing out compensatory time provided for in Section 7.9 of the VWVRA Personnel Rules and Regulations and thereby a new Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy and corresponding request form be approved as attached hereto as Exhibit "C";

WHEREAS, after discussion at its regularly scheduled meeting of March 19, 2026 the

Board of Commissioners of the VVWRA voted to approve the new Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy and corresponding VVWRA Unforeseeable Emergency Vacation Cash Out Policy Request Form attached hereto as Exhibit “C”;

NOW THEREFORE, THE VVWRA BOARD OF COMMISSIONERS DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The VVWRA Board of Commissioners hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Adoption of the new Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy and corresponding request form; as the decision-making body for VVWRA, VVWRA Board of Commissioners has reviewed and considered the information provided by Staff and legal counsel and has decided that the Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy and corresponding request form be adopted as attached hereto as Exhibit “C”.

SECTION 3. Execution of Resolution. The Chair of the VVWRA Board of Commissioners shall sign this Resolution and the Secretary to the Board shall attest and certify to the passage and adoption thereof.

SECTION 4. Effective Date of Resolution. The foregoing resolution is effective on this day, March 19, 2026

Cameron Gregg, Chair
VVWRA Board of Commissioners

ATTEST:
AS TO FORM:

APPROVED

Scott Nassif, Secretary
VVWRA Board of Commissioners

Piero C. Dallarda of
Best, Best & Krieger LLP, VVWRA

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on March 19, 2026.

Kristi Casteel – Clerk of the Board

EXHIBIT A

Resolution 2026-06

Employees shall be allowed to cash out twenty (20) or more hours of vacation during any pay period in the fiscal year through the last full pay period during the fiscal year, as long as the employee has forty (40) hours of vacation remaining on the books.

Accrued, unused vacation shall be paid upon termination of employment.

Section 7.7 Shift Differentials

Regular and Probationary employees who are regularly scheduled to work during the swing or graveyard shifts will receive shift differentials as designated in the VVWRA compensation schedule.

Section 7.8 Overtime

All employees categorized as Non-Exempt will be eligible for overtime pay. VVWRA may periodically require employees to work overtime, which is defined as the number of hours worked in excess of forty (40) during a workweek.

Overtime will be paid at a rate of one and one-half times an employee's regular rate of pay. While overtime may be required, very effort will be made to first fill overtime requirements with qualified employees who volunteer. In addition, VVWRA may attempt to equitably distribute volunteer overtime hours among all members of the department.

Paid Vacation leave, compensatory time, holiday hours and sick leave used will not count as time worked in the overtime calculation. Employees may elect to be paid for their overtime hours or receive compensatory time off. Whether an employee chooses overtime payment or compensatory time off, he or she must indicate this on the time sheet for that pay period. Once an employee chooses on method of compensation for overtime hours worked, he or she cannot change this choice at a later date. For hours worked on a holiday that is pre-scheduled as a normal work day during the scheduled workweek, the employee will be credited with a deferred holiday and will be compensated for the hours worked at the overtime rate. Supervisors should make arrangements to distribute the holidays to be worked as evenly as practical among the employees within their respective departments.

Section 7.9 Compensatory Time

Upon request of an employee, the General Manager may authorize compensatory time in lieu of overtime pay when he/she deems that it is in the best interest of the organization to do so. When the General Manager elects to authorize compensatory time in lieu of overtime pay, the following rules shall apply:

Compensatory time will be given at a rate of one-and-one-half times the number of overtime hours worked. An employee may accrue a maximum of twenty-four (24) hours of compensatory

time off at any one time. Any overtime hours in excess of this will automatically be paid. The General Manager may require suspension of the twenty-four (24) hour limit.

Compensatory time will be taken so as to interfere as little as possible with the operations of the VVWRA.

The General Manager may authorize equivalent pay in lieu of compensatory time off when:

- 1) The employee cannot be given compensatory time without interfering with the operations of the VVWRA; or
- 2) The working conditions are sufficiently difficult to merit special treatment and the employee requests such consideration.

Employees shall be encouraged to make use of their compensatory time as rapidly as possible considering the work load of the department. Unused compensatory time off shall be paid off upon termination.

Compensatory Time - Exempt Personnel: The General Manager and other unclassified personnel may be granted reasonable compensatory time off for extraordinary hours worked. The amount of compensatory time granted shall be at the sole discretion of the General Manager or the VVWRA Board of Commissioners.

Section 7.10 Standby and Call-out Pay

For the purpose of this policy, an employee serving in a stand by status shall be defined as an employee who has been directed by an immediate supervisor or by the appropriate department head to remain readily available for possible assignment during hours in which the employee's department is not normally staffed.

In order to respond with qualified personnel to unusual occurrences at the plant during non-working hours, classified employees with the necessary experience and ability will be required to serve stand-by duty. While on stand-by duty, employees must remain within forty five (45) minutes of the plant and may not engage in activities which could impair their ability to operate or maintain the plant, including, but not limited to, consumption of alcohol or drugs. Otherwise, the employee may engage in personal business and activities while on stand-by duty. VVWRA will provide employees on stand-by duty a company vehicle and a cellular telephone in order to facilitate the quickest possible response to problems.

Stand-by duty will be assigned on a weekly basis and will be rotated between those eligible for this duty. Classified employees who serve stand-by duty will be compensated at a rate set annually in the VVWRA Compensation Schedule. This compensation will be in addition to any call-out pay the employee receives while serving stand-by duty.

Due to unforeseen circumstances, employees may be required to report for work at times other than their normally scheduled shift. Employees who are called to work while off-duty away from the work site, will receive a minimum of two hours work credit. If such credit results in the employee working more than the standard work week, the employee will receive time and a half

EXHIBIT B

Resolution 2026-06

VVWRA UNFORESEEABLE EMERGENCY VACATION CASH OUT POLICY

INTRODUCTION

Victor Valley Wastewater Reclamation Authority (“VVWRA”) recognizes that upon occasion employees encounter unforeseeable emergencies that result in financial hardship. In an effort to ease the financial hardship caused by such unforeseeable emergencies, VVWRA has adopted the VVWRA Unforeseeable Emergency Vacation Cash Out Policy (“Policy”). This Policy is separate from VVWRA’s other policies and programs.

DEFINITIONS

The following words and phrases shall have the following meanings, unless a different meaning is clearly required by the context:

1. Code. “Code” means the Internal Revenue Code of 1986, as amended, and Regulations issued thereunder.
2. Employee. “Employee” means any individual employed by VVWRA who earns and accrues vacation time.
3. Dependent. “Dependent” means an Employee’s dependent as defined by Code Section 152, without regard to Code Section 152(b)(1), (b)(2), or (d)(1)(B).
4. Spouse. “Spouse” means the person to whom the Employee is legally married. The term “Spouse” does not include an individual legally separated from an employee under a decree of legal separation.
5. Unforeseeable Emergency. “Unforeseeable Emergency” shall mean a financial emergency caused by an extraordinary and unforeseeable event beyond the Employee’s control that will result in a severe financial hardship if a cash payment is not made, as determined in accordance with Code Section 409A(a)(2)(B)(ii) and the underlying Treasury Regulations. The following are examples of situations that *may* constitute an Unforeseeable Emergency:
 - (a) An Employee’s, Spouse’s, or Dependent’s medical expenses resulting from an illness or accident.
 - (b) An Employee’s, Spouse’s, or Dependent’s funeral expenses.
 - (c) The need to rebuild an Employee’s home following damage not otherwise covered by insurance.
 - (d) Imminent foreclosure or eviction from the Employee’s primary residence.

CASH OUT OF VACATION TIME IN THE EVENT OF AN UNFORESEEABLE EMERGENCY

1. Submission of Request. If an Employee experiences an event which he or she believes is an Unforeseeable Emergency, he or she may request a cash out of his or her vacation time which has been accrued as of the date the request is submitted. All requests must be submitted to the Human Resources Department on the VVWRA Emergency Vacation Cash Out Policy Request Form ("Form"). Copies of the Form are available, upon request, from the Human Resources Department. Any supporting documentation (e.g., bills, receipts, financial documents, etc.) that the Employee would like VVWRA to consider must also be submitted with the Form.

2. Approval of Request. The General Manager (or his or her designee) shall review each Form and supporting documentation. Based on all of the facts and circumstances, the General Manager (or his or her designee) shall determine whether or not an Unforeseeable Emergency exists within ten (10) business days from the date each Form is submitted. The General Manager's (or his or her designee's) decision shall be final.

3. Limitation. The amount of vacation time that can be cashed-out is limited to the amount the General Manager's (or his or her designee's) determines, in his or her sole discretion, is necessary to resolve the Unforeseeable Emergency.

EXHIBIT C

Resolution 2026-06

**VVWRA
UNFORESEEABLE EMERGENCY VACATION AND COMPENSATORY TIME CASH
OUT POLICY
REQUEST FORM**

DATE OF REQUEST:	PAY PERIOD ENDING DATE:
NAME:	EMPLOYEE NUMBER:
DEPARTMENT:	DEPARTMENT NUMBER:
BARGAINING UNIT/EMPLOYEE GROUP:	

***ELIGIBILITY CRITERIA:**

Total number of accrued vacation and/or compensatory time hours requested: _____

How many accrued vacation and/or compensatory hours do you have at the date of this request?

Emergency vacation and/or compensatory time cash out is available only if the following criteria are satisfied:

- a. A financial emergency exists that was unforeseeable; and
- b. The unforeseen emergency would result in serious financial hardship; and
- c. The amount requested is necessary to pay expenses associated with the emergency:

Examples of qualified reasons include, but are not limited to, the following: illness or accidental injury of the employee, his or her spouse, child or other qualified dependent ; medical expenses not covered by insurance of the employee, spouse, child or dependent , funeral expense of a spouse, child, or dependent ; loss of the employee's property due to casualty; the need to repair the principal residence because of significant water damage which is substantially similar to the need to pay for damage to a home as a result of a natural disaster; imminent foreclosure or eviction from primary residence; loss of regular income as a result of an event that is the subject of a federal or state emergency declaration; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond your control.

I hereby certify that I have incurred an unforeseeable emergency as defined by the VVWRA Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy as follows:

- ☐ Sudden unexpected illness or accident of the employee.
- ☐ Sudden unexpected illness or accident of a spouse or dependent.
- ☐ Loss of the employee's property due to casualty.
- ☐ Other extraordinary unforeseen circumstances. Please describe below:

Describe: _____

Requested Amount of Leave Hours: _____ (*Please note that each hour of vacation time will be cashed out at your hourly rate at the time of the payment and each hour of compensatory time will be cashed out at your regular rate at the time of the payment*).

IMPORTANT: Evidence of the expenses indicated above must be attached to this Form. Evidence includes bills, receipts, and/or estimates directly related to the expense or letters and/or official notices of eviction or foreclosure.

I certify that the requested cash out amount specified on this Form is necessary to meet my financial need created by the unforeseeable emergency to the extent that no other funds are reasonably available. I have determined that the amount of my emergency cannot be satisfied by other resources available to me, including assets of my spouse or minor children. I have also determined that I have no other distributions and nontaxable loans currently available to me under any other benefit policies maintained by VVWRA.

I agree to indemnify and hold VVWRA harmless from any losses or financial obligation, which may arise by reason of VVWRA's approval of this unforeseeable emergency vacation cash out request.

Note: If requested, the amount of your vacation and/or compensatory time cash out payment may be "grossed up" to include amounts necessary to pay any Federal, State, or local income taxes anticipated to result from the unforeseeable emergency cash out of vacation hours. **If you are requesting a "gross-up" of your vacation and/or compensatory cash out payment, please check and initial the following box.** This election will result in a net payment in the amount of the requested amount and will result in more vacation hours and/or compensatory time being cashed out than requested.

- ☐ I elect to have my annual vacation and/or compensatory time cash out payment grossed up.
_____ (Initial Here)

Date: _____

EMPLOYEE SIGNATURE

This form must be turned in to the Human Resources Division.

CONFIRMATION OF ANNUAL LEAVE HOURS	
HR DIVISION SIGNATURE	DATE

APPROVAL	
GENERAL MANAGER SIGNATURE	DATE

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* If the applicable criteria, as set forth in VVWRA Unforeseeable Emergency Vacation and Compensatory Time Cash Out Policy are not met, you will not be authorized for unforeseeable emergency cash out.



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Latif Laari, Environmental Compliance Manager

DATE: March 19, 2026

SUBJECT: **Recommendation to Authorize the General Manager to execute an agreement with Tom Dodson & Associates (TDA) for The Ossum Wash Interceptor Project CEQA compliance and regulatory permitting support in an amount not to exceed \$88,000.00, pending legal review and approval of the contract**

Fiscal Impact Yes

Account Code: 01-02-545-9000-9999-R170

Funds Budgeted/ Approved: Yes

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to execute an agreement with Tom Dodson & Associates (TDA) for The Ossum Wash Interceptor Project CEQA compliance and regulatory permitting support in an amount not to exceed \$88,000.00, pending legal review and approval of the contract

PREVIOUS ACTION(S)

On February 20, 2025, a contract in the amount of \$148,395.00 was awarded to Dudek for engineering services (Design) of the Mojave River Ossum Wash Improvements Project.

BACKGROUND INFORMATION

VVWRA is concerned about the structural stability of its two gravity sewer pipelines--36-inch and 42-inch in diameter--that cross the Ossum Wash. These pipelines convey approximately 75% of the influent flow to the VVWRA Regional Treatment Plant each day.

Following recent major storm events, severe erosion in the wash has left portions of the pipelines dangerously exposed, with only a few feet of soil cover remaining. Continued erosion from future storms could result in pipeline damage or a potential sewage spill caused by debris or bedload movement within the wash. To mitigate this risk, VVWRA is proposing emergency improvements to stabilize the wash and protect the pipelines.

The proposed project will focus exclusively on reinforcing the Ossum Wash to prevent additional erosion and safeguard the existing pipelines. No direct work will be performed on the pipelines themselves. The project site is located within the Ossum Wash in Victorville, California--an ephemeral desert wash that flows northward through the project area before joining the Mojave

River, approximately 850 feet north of Turner Road. Turner Road crosses the wash in an east--west direction, and the project area lies immediately downstream (north) of this crossing. The project location is depicted in the following Figure:



The project requires the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA, as well as coordinated permitting through the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB). **(Exhibit 1)**

VVWRA issued a Request for Proposals on February 10, 2026. Two proposals were received by the March 3, 2026, deadline from the following firms: Tom Dodson and Associates (TDA) **(Exhibit 2)** and Dudek

Both proposals were evaluated based on local knowledge, technical approach, schedule feasibility, and cost.

Firm	Bid Amount
Dudek	\$173,842
Tom Dodson and Associates	\$88,000

TDA Selection Strengths

- **Cost Efficiency:** TDA's proposal is significantly more cost-effective, coming in at \$85,842 less than the competing bid for a similar scope of work.
- **Institutional Knowledge:** TDA has a "decades-old" relationship with VVWRA and has successfully completed several IS/MNDs for the Authority.
- **Specialized Expertise:** Their partnership with HDR brings in Lisa Patterson, a regulatory specialist with 30 years of experience who is intimately familiar with VVWRA's specific environmental constraints.
- **Schedule:** TDA committed to a slightly more aggressive timeline (6--7 months) to reach the Notice of Determination (NOD)

It is recommended to authorize the General Manager to execute an agreement with Tom Dodson & Associates (TDA) for The Ossum Wash Interceptor Project CEQA compliance and regulatory permitting support in an amount not to exceed \$88,000.00, pending legal review and approval of the contract.

Exhibit 1 (Workscope)
Exhibit 2 (TDA Proposal)

Environmental Consulting Services for the VVWRA Ossum Wash Project Work Scope

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PROJECT OVERVIEW

The Victor Valley Water Reclamation Authority (VVWRA) seeks qualified environmental consulting firms to provide comprehensive environmental compliance and permitting

services for the **Ossum Wash Interceptor Project** located in the City of Victorville, San Bernardino County, California. The Project involves the construction and operation of wastewater infrastructure that requires full California Environmental Quality Act (CEQA) compliance, biological and cultural resources assessment, and regulatory permitting support.

SCOPE OF WORK

Task 1: Project Management and Administration

The selected consultant shall provide project management and coordination services throughout the duration of the environmental compliance process. The consultant will coordinate with VVWRA staff, project engineers, and technical subconsultants to ensure all deliverables are legally defensible, technically accurate, and useful to decision-makers. Project management shall include quality assurance and quality control review of all technical studies and environmental documents.

Deliverables: Kick off Meeting within two weeks of contract execution, Project coordination memoranda, Monthly progress reports, meeting notes, and A senior technical lead shall sign QA/QC certifications for each major deliverable.

Task 2: Development and Compilation of Project Description

The consultant shall develop a comprehensive and detailed project description that forecasts potential environmental impacts. The project description shall include:

- Overall Project summary and objectives
- Detailed description of Project components and activities
- Construction and operation scenarios
- Potential environmental effects

The draft project description shall be submitted to VVWRA for review and comment. The final project description shall be utilized as the basis for environmental impact analysis and shall serve as the foundation for Assembly Bill 52 (AB 52) consultation letters.

Deliverables: Draft Project Description; Final Project Description

Task 3: Technical Analyses and Modeling

Task 3A: Air Quality and Greenhouse Gas Emissions Analysis

The consultant shall prepare a technical analysis evaluating potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed Project, using methodology consistent with the Mojave Desert Air Quality Management District (MDAQMD). Analysis shall include:

- Construction phase air quality impacts

- Operational phase air quality impacts
- Local significance threshold determination
- Health impact analysis
- Greenhouse gas emissions quantification
- Modeling using the current version of California Emissions Estimator Model (CalEEMod)

Deliverables: Air Quality and Greenhouse Gas Impact Analysis Technical Report (appendix to IS/MND)

Task 3B: Cultural Resources Report and Paleontological Assessment

The consultant shall prepare a Phase I Cultural Resources Assessment and Paleontological Resource Memo addressing potential impacts to archaeological, historical, and paleontological resources. Work shall include:

- Comprehensive historical records search (coordinate with VVWRA when needed)
- Field survey of Project area and pipeline alignments
- Archaeological resource identification and documentation
- Historical resource assessment
- Paleontological resource evaluation
- Section 106 of the National Historic Preservation Act compliance, where applicable
- Coordination with Native American tribes for site survey participation

Note: This scope includes Phase I Cultural Study only and does not include Phase 2 investigations (potholing or subsurface testing).

Deliverables: Historical/Archaeological Resources Survey Report; Paleontological Resource Memo

Task 3C: Biological Resources Assessment and Jurisdictional Delineation

The consultant shall prepare a technical analysis evaluating potential impacts to biological resources and prepare a jurisdictional delineation for known aquatic features. Work shall include:

- Field-based biological resources survey
- Identification of species potentially impacted by Project
- Preliminary Jurisdictional Delineation of State waters (aquatic features subject to California Department of Fish and Wildlife Section 1600 authority and Regional Water Quality Control Board jurisdiction)

- Mitigation recommendations compliant with California Department of Fish and Wildlife standards
- Assessment of need for protocol-level species surveys (if determined necessary, a separate proposal will be provided)

Deliverables: Biological Resources Assessment and Jurisdictional Delineation Report

Task 4: Draft Initial Study/Mitigated Negative Declaration (IS/MND)

The consultant shall prepare a comprehensive draft IS/MND following CEQA Guidelines Appendix G format. The document shall:

- Identify and address all potential environmental issues
- Clearly present findings and conclusions
- Minimize use of technical jargon for accessibility to decision-makers
- Meet all requirements of CEQA and State CEQA Guidelines
- Include proposed mitigation measures

The draft IS/MND shall be submitted to VVWRA for internal review (anticipated one round) and legal review (anticipated two rounds).

Deliverables: Draft IS/MND document

Task 5: Public Draft IS/MND and Public Noticing

Upon VVWRA approval, the consultant shall prepare the public draft IS/MND and assist with public noticing. Work shall include:

- Finalization of IS/MND based on VVWRA feedback
- Preparation of Notice of Intent (NOI)
- Reproduction and distribution of public draft and NOI to responsible agencies, trustee agencies, and interested parties
- Filing of NOI with San Bernardino County Clerk
- Filing of Notice of Completion with State Clearinghouse

VVWRA shall prepare the Notice of Availability (NOA) for public distribution.

Task 5A: Accessibility Compliance

The consultant shall ensure full accessibility compliance of the IS/MND and all technical studies for submission to the State Clearinghouse, including PDF remediation to meet ADA accessibility requirements. This shall include coordination with specialized PDF remediation contractors.

Deliverables: Public Draft IS/MND; Notice of Intent; Accessibility-compliant PDF documents

Task 6: Response to Comments and Mitigation Monitoring and Reporting Program

The consultant shall:

- Review and prepare responses to public comments received during the 30-day public review period (assumes up to 20 discrete comments)
- Prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND, pursuant to Public Resources Code Section 21081.6

Deliverables: Responses to Comments memorandum; Final Mitigation Monitoring and Reporting Program

Task 7: Delivery of Final CEQA Package

The consultant shall compile the complete Final CEQA package prior to the Board hearing, including:

- Final IS/MND
- Responses to Comments
- MMRP
- All technical appendices

Deliverables: Bound Final CEQA package

Task 8: Meetings and Public Hearings

The consultant's project management team shall attend:

- Initial project kick-off meeting
- Progress meetings as needed (by phone or in-person)
- VVWRA Board hearings and public hearings (estimated three hours per hearing plus preparation time)
- Project status meetings (one to two hours per meeting including preparation)

Anticipated total attendance: Six project meetings and one public hearing.

Deliverables: Meeting notes and attendee documentation

Task 9: Notice of Determination

The consultant shall prepare and file the Notice of Determination (NOD) with the San Bernardino County Clerk and State Clearinghouse within five days of Project approval by the VVWRA Board, including:

- Drafting of NOD documents
- Accessibility compliance of NOD
- Payment of applicable California Department of Fish and Wildlife filing fees (reimbursable by VVWRA)
- Filing with appropriate agencies

Deliverables: Filed Notice of Determination

Task 10: Environmental Regulatory Permitting Support

The consultant shall prepare and submit permit applications for State regulatory compliance, including:

Sub-Task 10A: California Department of Fish and Wildlife Notice of Lake and Streambed Alteration

- Preparation of Lake and Streambed Alteration (LSA) application
- Coordination with CDFW during review process
- One permit application revision if necessary
- One field verification site visit if necessary

Sub-Task 10B: Regional Water Quality Control Board Waste Discharge Requirements

- Pre-filing meeting request submission to Lahontan RWQCB (minimum 30 days prior to application submission)
- Preparation of WDRs application
- Coordination with RWQCB during review process
- One permit application revision if necessary
- One field verification site visit if necessary

Sub-Task 10C: U.S. Army Corps of Engineers Concurrence

- Preparation and submittal of request for USACE email concurrence of non-jurisdiction (assuming no Section 404/401 Clean Water Act permitting required)
- Coordination with USACE to obtain concurrence documentation

Deliverables: CDFW Notice of LSA application; RWQCB WDRs application; USACE concurrence letter; Pre-filing meeting documentation

Task 11: Agency Coordination

The consultant shall provide ongoing coordination with State and Federal regulatory agencies, including:

- Field verification site visits with CDFW and RWQCB (maximum two visits total, with effort made to consolidate multiple agencies on single trips)
- Remote coordination and responsive communication with agencies
- Document preparation and refinement based on agency feedback

Deliverables: Coordination memoranda; field visit reports; revised permit applications as needed

Task 12: Assembly Bill 52 (AB 52) Native American Consultation

The consultant shall support VVWRA's AB 52 consultation obligations with Native American tribes, including:

- Coordination of tribal participation in cultural resources field survey
- Facilitation of consultation process based on CEQA and AB 52 requirements
- Documentation of consultation efforts

Deliverables: AB 52 consultation documentation; coordination correspondence

KEY UNDERSTANDINGS AND ASSUMPTIONS

1. The Project site contains an ephemeral aquatic feature subject to California Department of Fish and Wildlife Section 1600 and Regional Water Quality Control Board Porter-Cologne Water Quality Control Act authority.
2. The Project will not impact waters of the United States (WOTUS) and therefore will not require Section 404/401 Clean Water Act permitting through the U.S. Army Corps of Engineers.
3. Based on the Project location and available environmental databases, the Project may have potential to impact state and/or federally listed threatened or endangered species. If impacts to listed species cannot be avoided, incidental take authorization from U.S. Fish and Wildlife Service and/or CDFW would be required (separate scope and cost).
4. An Initial Study/Mitigated Negative Declaration (IS/MND) is the appropriate CEQA mechanism for this Project.

5. The comprehensive Project description developed as part of this scope will facilitate both the CEQA analysis and AB 52 consultation process.
 6. Compensatory mitigation, if required, shall be the responsibility of VVWRA as the Permittee. The consultant will identify available compensatory mitigation strategies (mitigation banks, in-lieu fee programs, etc.) but shall not be responsible for purchasing mitigation credits.
 7. Permit application fees paid to regulatory agencies shall be the responsibility of VVWRA.
 8. The consultant will request USACE email concurrence of non-jurisdiction rather than pursuing a formal Approved Jurisdictional Determination (AJD) to minimize project timeline delays.
 9. Protocol-level surveys for threatened or endangered species are not included in the base scope. If field surveys identify the need for protocol surveys, a separate scope and cost estimate will be provided.
 10. The consultant will coordinate to consolidate field verification site visits with multiple agencies, though separate trips may be necessary.
-

PROJECT SCHEDULE

Initial Study/CEQA Compliance: 6-7 months from authorization to proceed

Regulatory Permitting: 3-6 months following Notice of Determination filing (executed concurrently with CEQA process conclusion)

Overall Project Timeline: Approximately 6-10 months from authorization to full completion of CEQA and permitting

The schedule is tentative and may be adjusted based on Agency responsiveness, public comment volume, and potential changes to the Project scope.

DELIVERABLES SUMMARY

CEQA Documents

- Comprehensive Project Description (draft and final)
- Draft Initial Study/Mitigated Negative Declaration
- Final Initial Study/Mitigated Negative Declaration

- Responses to Public Comments
- Mitigation Monitoring and Reporting Program
- Notice of Intent
- Notice of Availability (VWRA-prepared)
- Notice of Determination
- Accessibility-Compliant PDF documents

Technical Studies (appendices to IS/MND)

- Air Quality and Greenhouse Gas Impact Analysis Report
- Historical/Archaeological Resources Survey Report
- Paleontological Resource Memo
- Biological Resources Assessment and Jurisdictional Delineation Report

Regulatory Permit Applications

- California Department of Fish and Wildlife Notice of Lake and Streambed Alteration (LSA)
- Regional Water Quality Control Board Waste Discharge Requirements (WDRs) Application
- U.S. Army Corps of Engineers Concurrence Letter

Supporting Documentation

- AB 52 Native American Consultation Documentation
- Agency Coordination Records
- Project Management Correspondence and Meeting Notes

QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Proposers must demonstrate:

1. **CEQA Expertise:** Extensive experience preparing Initial Studies and Mitigated Negative Declarations for infrastructure projects in California, particularly wastewater and water-related facilities
2. **Environmental Technical Studies:** Demonstrated capability in:

- Air quality and greenhouse gas emissions analysis
 - Cultural and paleontological resources assessment
 - Biological resources assessment and jurisdictional delineations
3. **Regulatory Permitting:** Proven experience with:
- California Department of Fish and Wildlife (CDFW) permits and consultations
 - Regional Water Quality Control Board (RWQCB) applications
 - U.S. Army Corps of Engineers coordination
 - AB 52 Native American consultation facilitation
4. **Project Management:** Experience managing complex, multi-disciplinary environmental compliance projects with multiple subconsultants
5. **San Bernardino County/Mojave Desert Region:** Familiarity with local environmental conditions, regulatory requirements, and agencies serving the Victor Valley area is preferred
6. **Municipal/Agency Experience:** Prior work with water utilities, wastewater authorities, or similar public agencies is strongly preferred
-

SUBMISSION REQUIREMENTS

Proposers shall submit:

1. Executive Summary (2-3 pages)
 2. Qualifications and Experience of Proposed Firm and Key Personnel (including resumes)
 3. Proposed Approach and Methodology
 4. Project Schedule and Milestone Chart
 5. Proposed Project Team Organization
 6. Proposed Fee Schedule (itemized by task)
 7. References (minimum three recent similar projects)
 8. Proof of Insurance and Bonding Capability (if applicable)
 9. Completed VVWRA Proposal Form (if required)
-

EVALUATION CRITERIA

Proposals will be evaluated based on:

1. Local Knowledge, Qualifications and experience of proposed team (30%)
 2. Technical approach and methodology (25%)
 3. Interview & Project schedule feasibility (20%)
 4. Proposed cost and fee structure (15%)
 5. References and past performance (10%)
-

CONTRACT TERMS

- **Not-to-Exceed Amount:** Budget estimate provided in RFP documents
- **Contract Duration:** Approximately 6-10 months from authorization to completion
- **Payment Schedule:** To be negotiated based on deliverable milestones
- **Scope Modifications:** Any work falling outside the defined scope shall require a contract amendment and Budget adjustments require written VVWRA approval.
- **Assumption:** The consultant reserves the right to shift funds among individual task budgets based on specific Project needs and regulatory requirements

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE VVWRA OSSUM WASH PROJECT

Submitted to:



Submitted by:

Tom Dodson and Associates

P.O. Box 2307

San Bernardino, California 92406

(909) 882-3612

In association with

CRM TECH

HDR

Urban Crossroads

Proposal Due Date and Time:

Tuesday, March 3, 2026

2:00 p.m.

EXECUTIVE SUMMARY

Tom Dodson and Associates (TDA) is pleased to submit this proposal to be considered for award of the Environmental Consulting Services for the VVWRA Ossum Wash Project. TDA is a locally rooted environmental compliance firm with more than 45 years of collective experience in California Environmental Quality Act (CEQA), regulatory permitting and compliance throughout the Southern California region. TDA specializes in preparing defensible, efficient, and clearly written environmental documentation for public infrastructure projects, with particular expertise in wastewater and water-related facilities.

Tom Dodson & Associates (TDA) provides environmental consulting services throughout Southern California. These services include: CEQA compliance, National Environmental Policy Act (NEPA) compliance, peer review, legal expert witness, and biological monitoring. These specifically include Statutory/Categorical Exemptions/Exclusions (SEs and CEs), Initial Study/Environmental Assessments, Environmental Impact Reports, Environmental Impact Statements, Environmental Review Memorandums, and Addendums or Subsequent or Supplemental Environmental Documents. TDA's subconsultants can prepare the following technical studies and other specialties: air quality impact analyses, energy impact analyses, greenhouse gas impact analyses, geotechnical investigations, phase I environmental site assessments, hydrology/drainage reports, WQMPs, visual simulations/visual impact analyses, biological resources assessments and jurisdictional delineations, regulatory permitting, fiscal impact analyses, cultural and paleontological studies, noise impact reports, vehicle miles travelled impact analyses, Fire Protection Plan (FPP), Evacuation Analysis, level of service (LOS) analyses, parking studies, and construction traffic impact analyses.

A key strength of TDA is our integrated team approach. As a focused, responsive firm, we serve as the prime consultant and single point of contact for the Authority, ensuring consistency, accountability, and streamlined communication. We strategically partner with a trusted team of specialized subconsultants to provide multi-disciplinary technical expertise in areas such as air quality and greenhouse gas analysis, biological and jurisdictional assessments, cultural and paleontological resources, hydrology, and other technical disciplines as needed. This structure allows us to deliver both personalized service and the depth of expertise required for complex infrastructure projects. TDA's long-standing presence in San Bernardino County provides us with direct familiarity with regional environmental conditions, local agency processes, and regulatory expectations. We understand the operational realities of public agencies, including capital planning cycles, budget constraints, public transparency requirements, and the importance of maintaining project schedules. Our experience coordinating with agencies such as the California Department of Fish and Wildlife, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers ensures that CEQA documentation is aligned with permitting requirements, reducing redundancy and minimizing delays.

Tom Dodson & Associates (TDA) looks forward to working with VVWRA on this project as we have for VVWRA on many occasions in years past. After a review of the project, and discussing the project with VVWRA Staff, TDA believes an MND is the appropriate mechanism by which to comply with CEQA for the proposed po VVWRA Ossum Wash Project, and believes that we can meet the scope of services for California Environmental Quality Act Compliance within a reasonable time frame (6-7 months) and within a reasonable budget, ultimately providing VVWRA with a quality end product. This proposal addresses the regulatory components of this project, in addition to CEQA Compliance.

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APPENDICES

Appendix 1 – Staff Resumes

Appendix 2 – Financial Stability Documentation

Appendix 3 – HDR Specific Scope of Work

IDENTIFICATION OF PROPOSER

Tom Dodson and Associates (TDA) is located at 2150 N Arrowhead Avenue, San Bernardino, CA, 92405 with a separate mailing address at P.O. Box 2307, San Bernardino, CA 92406.

TDA is a small environmental consulting firm that is a C-Corporation. The company is owned in whole by its two principals, Tom Dodson and Kaitlyn Dodson-Hamilton.

TDA's California Department of Industrial Relations License Number is 1000527438. Our City of Victorville Business License is BSL 17-000124.

The proposed representative to contact concerning the proposal is Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist. Her contact information is found below.

Kaitlyn Dodson-Hamilton

Address: P.O. Box 2307, San Bernardino, CA 92406

Phone: (909) 882-3612

Email: kaitlyn@tdaenv.com

STAFFING RESOURCES

TDA is a small consulting firm with three full time staff members. All three staff would perform services under this proposal. Furthermore, because TDA is a small business, staff assigned to manage aspects of a project typically have dual roles. That is, they are assigned to both manage and directly perform on task orders and create work products. This type of small yet agile, flexible team results in minimal cost to the client for traditional project management while delivering high quality work products. Full resumes for each staff member have been provided as Appendix 1.

Tom Dodson, President, TDA

Education: M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968

Summary of Experience: Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in the environmental consulting world. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state, and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on many projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley

Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist, TDA

Education: B.A., English with Honors, University of California at Riverside, 2011

Summary of Experience: Kaitlyn Dodson-Hamilton is an Environmental Specialist for Tom Dodson and Associates. Ms. Dodson-Hamilton has more than 10 years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. She has over 10 years of part-time experience providing support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes at TDA. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson. She works with clients, governmental agencies, and decision-makers to find solutions to complex problems. Mrs. Dodson-Hamilton serves alongside Tom as an environmental consultant to San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Phelan Piñon Hills Community Services District, Mission Springs Water District, and several other agencies. Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations for nearly all reports for which she is the author.

Dani Bier, Environmental Analyst, TDA

Education: B.A., Environmental Studies, University of California Santa Barbara, 2025

Summary of Experience: Dani Bier is an Environmental Analyst for Tom Dodson and Associates. Ms. Bier recently graduated from the University of California, Santa Barbara, where she studies Environmental Studies with a concentration in Spatial Science. She has two years of part-time experience providing support for the preparation of environmental documents. Ms. Bier works alongside Tom Dodson and Kaitlyn Dodson-Hamilton to prepare environmental documentation for a broad variety of CEQA and NEPA projects.

In addition to primary in-house staff, TDA works with a trusted group of subconsultants. A full list of these consultants is available in Appendix 2.

Subconsultants

Over the years TDA has met and maintained relationships with a broad range of subconsultants and the proposed team is comprised of established professionals with a diverse knowledge base. Some comments about small firms like TDA that use subconsultants versus those that rely on in-house staff. If the team members are qualified, as they likely are in this instance, it is the manager and the ability to guide or direct the team members that is most important. TDA has a team of subconsultants that are well vetted and trusted. We are all equals in this process and the team members are here to augment TDA's knowledge and capabilities with their hard-earned knowledge and capabilities. Our job is to provide guidance and a set of expectations while each of our subconsultant teams bring their own independent knowledge and abilities to provide the best solutions and input that we can.

For this project, we envision utilizing the following subconsultants to ensure that the IS/MND we prepare contains a fully substantiated analysis:

- *Cultural Resources Report:* CRM TECH will prepare the Phase I cultural resources report for this project.
 - CRM TECH is a full-service consulting firm that for more than 35 years has provided the full range of cultural resources management services to Federal, State and local public agencies, environmental firms and private developers. CRM TECH is the firm TDA intends to utilize to comply with Cultural Resources, and sometimes Tribal Cultural Resources under the CEQA Checklist, as their staff have a successful working relationship with many of the Tribes within the County's service area. As part of the preparation of cultural resources management study reports, CRM TECH performs the required correspondence with the Native American Heritage Commission (NAHC), which is not only a requirement of CEQA, but assists in meeting the requirements of CEQA Plus packages. TDA envisions utilizing CRM TECH for cultural monitoring on Projects requiring archaeological/paleontological/cultural resources monitor. Key personnel include Bai "Tom" Tang, M.A., Principal Investigator/Historian/Architectural Historian and Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist, in addition to Dan Ballester, and Terri Jacquemain.
- *Air Quality and Greenhouse Gas Impact Analysis:* Urban Crossroads will prepare the air quality and greenhouse gas impact analysis for the project.
 - Urban Crossroads was founded in 2000, and is a leading provider of traffic, air and noise consulting services. TDA has utilized the services of Urban Crossroads to perform these services for more than 10 years and has confidence in their capabilities.

Urban Crossroads provides air quality, greenhouse gas and health risk assessment analysis services to meet national, State and various local compliance standard requirements. In determining potential air quality impacts, Urban Crossroads utilizes industry-standard models to study the source-specific pollutant emissions. Additionally, as with VMT above, Urban Crossroads has been TDA's go-to source for Energy Analyses as the CEQA Checklist has added Energy as a topic required to be analyzed as part of CEQA. Given that meeting these requirements is novel for every professional in the industry, Urban Crossroads has proven themselves to be uniquely qualified at providing comprehensive Energy Analyses to meet these new CEQA requirements.

Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise. This may include a preliminary noise study to establish the barrier height requirements for tentative tract map approval, detailed building assembly requirements as part of a final noise study to satisfy the interior noise requirements, Project operational stationary-source noise levels and potential short-term construction noise impacts. In addition, Urban Crossroads' noise group maintains a strong technical background in the application and development of noise prediction models.
- *Biological Resources Assessment and Jurisdictional Delineation:* HDR oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint.
 - TDA has a relationship with HDR because Lisa Patterson—National Freight Rail Environmental Lead/SME Regulatory Permitting—who previously worked for TDA for more than 20 years. In total, Lisa Patterson has teamed with TDA for about 30 years as an

Ecologist, Biologist, and Regulatory Specialist. HDR has proven expertise guiding clients through the environmental permitting and regulatory compliance process in challenging environments throughout the United States. HDR combines decades of experience in permitting projects in areas of sensitive water resources, threatened and endangered species and vital natural resources. TDA envisions the inclusion of HDR as part of the Project Team to continue to apply their expertise in similar efforts and to meet several of the tasks including: Biological Resources Analyses for CEQA/NEPA/CEQA Plus; Preparation of Applications for the Environmental Site Assessments (ESA), California department of Fish and Wildlife (CDFW) Streambed Alteration Agreements (SAAs), US Army Corps of Engineers (ACOE) 404 permits and 408 permissions, Regional Water Quality Control Board (RWQCB) 401 Certifications/Waste Discharge Requirements (WDRs); On Call Field Surveys including vegetation surveys, nesting bird surveys, burrowing owl surveys, endangered species surveys, photographic surveys, and wetland delineations; Permit Requirements Training; Preparation of Permit-Required Annual, Periodic, and Special Reports; and Biological Monitoring. Key personnel include Lisa Patterson, National Freight Rail Environmental Lead/SME Regulatory Permitting, and Daniel Smith, Biologist.

FISCAL STABILITY

TDA is a financially stable and well-established environmental consulting firm. Our firm maintains sound financial management practices and a strong credit profile to ensure uninterrupted service delivery for our clients.

To demonstrate corporate financial stability, Appendix 2 contains the following documentation: a current credit report and TDA's latest audited financial statement.

These materials collectively confirm that TDA possesses the financial capacity to manage project cash flow, maintain appropriate staffing levels, and meet contractual obligations throughout the duration of the agreement. Our firm has a long-standing record of fiscal responsibility, stable operations, and reliable performance on environmental consulting contracts of similar scope and complexity.

EXPERIENCE AND TECHNICAL COMPETENCE

Experience

TDA is a small environmental compliance firm that has been operating since 1983 in San Bernardino, California, providing environmental review and regulatory compliance services throughout the greater Southern California region. With decades of collective CEQA, Regulatory, and NEPA compliance throughout the state of California, TDA has completed thousands of environmental compliance projects for private and public entities.

TDA's long-standing presence in San Bernardino County provides the firm with direct familiarity with local agency procedures, review timelines, environmental constraints, and infrastructure priorities typical of public authorities in the region. TDA has extensive experience supporting wastewater and water-related infrastructure projects, including treatment facilities, conveyance improvements, lift stations, discharge facilities, and related upgrades. This experience aligns closely with the operational and regulatory framework under which public authorities' function, particularly where projects require coordination with multiple oversight agencies and strict environmental documentation standards.

Our familiarity with local regulatory bodies — including the California Department of Fish and Wildlife, Regional Water Quality Control Boards, and federal permitting agencies — enables efficient project coordination and proactive issue resolution. TDA's history of working within San Bernardino County ensures that our analyses reflect local environmental conditions, biological resources, hydrology patterns, air basin requirements, and regional regulatory expectations.

TDA's experience and technical capabilities are directly aligned with the goals and general functions identified in this RFP. Our firm specializes in preparing defensible CEQA documentation and supporting technical studies for public infrastructure projects, with particular expertise in water and wastewater facilities. TDA has extensive experience preparing Initial Studies and Mitigated Negative Declarations, with environmental technical appendices and supporting documentation for regulatory compliance. Our work emphasizes analytical rigor, clear documentation, and defensibility under CEQA Guidelines. We understand the importance of producing concise, legally sound environmental documents that facilitate timely project approval.

TDA utilizes our trusted team of subconsultants to provide expertise in core resource areas typically associated with infrastructure and utility projects, including air quality and greenhouse gas emissions analysis, cultural and paleontological resources assessment, and biological and jurisdictional delineations. Our close coordination with these subconsultants ensures we can maintain cost efficiency while delivering high-level technical analysis by engaging subject matter experts in specialized technical disciplines. TDA serves as the prime consultant and central point of contact, managing all technical contributors to ensure consistency, quality control, and adherence to schedule. We conduct early internal scoping meetings, coordinate technical assumptions across disciplines, and perform comprehensive QA/QC review of all deliverables prior to submittal.

Lastly, TDA has demonstrated experience navigating multi-agency permitting requirements that often accompany infrastructure projects, including California Department of Fish and Wildlife (CDFW) permits and consultations, Regional Water Quality Control Board (RWQCB) applications, U.S. Army Corps of Engineers coordination, and AB 52 Native American consultation facilitation. Our familiarity with these agencies allows us to prepare CEQA documents that support subsequent regulatory approvals and minimize project delays.

TDA's staff have substantial experience supporting public agencies with infrastructure-related CEQA compliance. Team members have prepared numerous environmental documents and technical studies for wastewater and water-related projects throughout California. This experience includes managing complex regulatory coordination, conducting field assessments, preparing technical analyses, and supporting agency staff through public review and adoption processes.

Local Experience and Knowledge

TDA is based in the city of San Bernardino, within San Bernardino County, and has a plethora of local knowledge of the region. Our staff have completed numerous projects throughout the County, including within the City of Victorville, and specifically for VVWRA. As VVWRA is presently aware, TDA is working in conjunction with Larry Walker and Associates (LWA) and WSC, Inc on the City of Victorville Water District's NPDES Permit Preparation and CEQA Compliance thereof, which is a project that addresses the potential solutions to utilization of excess recycle water discharge. This project is ongoing, and includes coordination with VVWRA. Further, TDA is currently contracted in conjunction with Hoch Consulting for its Potable Water Supply Pipeline Design, Environmental Permitting, and Construction Support Services. This project was just awarded, but TDA looks forward to working with VVWRA on this project. Recent past projects with

VWRA include, but are not limited to the following: Victor Valley Bioenergy Facility Project (IS/MND), American Organics Victor Valley Regional Composting Facility Modification Project (IS/MND), American Organics Victor Valley Regional Composting Facility Expansion Project (IS/MND), and partnered on the South Apple Valley Interceptor Project (IS/MND). While these demonstrate recent projects, TDA's relationship with VWRA is decades old, as we have worked on a number of upgrades to VWRA's facilities in the past, as well as permitting activities related to VWRA's discharge to the Mojave River. Thus, we believe we are uniquely qualified to aid VWRA in complying with CEQA and aiding in the regulatory permitting process for the Ossum Wash Project.

References

Mr. Mike Burrows, Executive Director
San Bernardino International Airport Authority
1601 East 3rd Street
San Bernardino, CA 92408
Tel: (909) 382-4100
Email: mburrows@sbairport.com

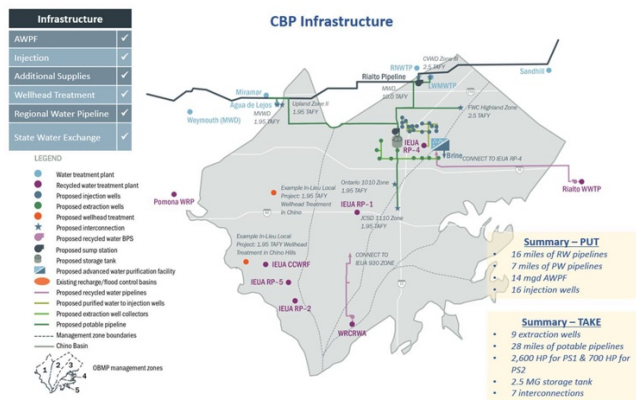
Mr. David Lawrence, General Manager
Big Bear Area Regional Wastewater Agency (BBARWA)
P.O. Box 517
Big Bear City, CA 92314
Tel: (909) 584-4033
Email: dlawrence@bbarwa.org

Mr. Reggie Lamson, General Manager
Big Bear Department of Water and Power
P.O. Box 1929
Big Bear Lake, Ca 92315-1929
Tel: (909) 866-5050 x252
Email: rlamson@bbldwp.com

Ms. Elizabeth Hurst, Chino Basin Program Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Tel: (909) 993-1646
Email: ehurst@ieua.org

Mr. Edgar Tellez Foster, Water Resources Management and Planning Director
Chino Basin Wastewater
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Tel: (909) 484-3888
Email: etellezfoster@cbwm.org

Project Specific Experience



DESCRIPTION

TDA is the CEQA consultant to the Inland Empire Utilities Agency (IEUA), and has prepared and circulated the Environmental Impact Report (EIR) for the Optimum Basin Management Program Update. The proposed Optimum Basin Management Program Update (OBMPU) continues the OBMP's nine Program Elements (described in the Initial Study accompanying the Notice of Preparation), and describes facility improvements needed to meet the OBMPU's long-term planning objectives over a thirty-year planning horizon. The OBMPU EIR tiered from prior OBMP environmental documents, including but not limited to the Final Program Environmental Impact Report for the Optimum Basin Management Program (SCH#200041047), July 2000, prepared by Tom Dodson & Associates (2000 OBMP PEIR). IEUA prepared the 2020 DSEIR for the OBMPU and circulated it for public review from March 27, 2020 to May 11, 2020. The 2020 DSEIR was finalized, and responses to comments were sent to agencies and entities that commented on the Project (henceforth referred to as the 2020 FEIR). However, the Project was removed from the IEUA Board of Directors' July 15, 2020 Agenda, and the 2020 FEIR ultimately was not certified in part, as a result of comments received both during the initial public review period (March 27, 2020 to May 11, 2020) and the day of the IEUA Board of Directors monthly Board Meeting. Since that time, the Project Description was further refined in conjunction with Watermaster and with input from Watermaster member agencies/Stakeholders. The Recirculated SEIR was published in 2023, and was certified by the Board in February of 2024. Notably, TDA also recently worked with the Chino Basin Desalter Authority (CDA) on an extraction well, monitoring well, and pipeline project that fell within the umbrella of the OBMPU. The NOD for this project was filed utilizing a Finding of Consistency with the OBMPU SEIR in Summer of 2025. Further, they are seeking grant funding through the State Revolving Fund, and TDA is utilizing this documentation to aid in obtaining CEQA+ compliance.

KEY STAFF

Tom Dodson, Principal and President, TDA.
Kaitlyn Dodson-Hamilton, Vice President, TDA.

Chino Basin Watermaster Optimum Basin Management Program Update

Inland Valley Utilities Agency

IEUA Service Area, CA

Client Contact: Pietro Cambiaso,
Manager of Compliance and Sustainability
Inland Empire Utilities Agency
6075 Kimball Avenue, Chino, CA 91708
Tel: (909) 993-1639 E: Pcambias@ieua.org

Project Budget: appx \$150,145

Start Date: 2020

Completion Date: 2024

RELEVANCE

- History of Successful CEQA and Feasibility Study Preparation
- Resolved Complex Problems

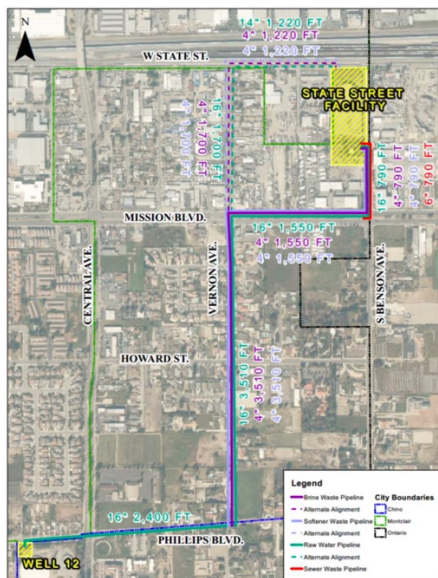


Figure 4-3. Offsite Pipelines Exhibit

City of Chino State Street Water Treatment Project

City of Chino

Chino, CA

Client Contact: Maria Fraser, Planner

City of Chino Planning Division

PO Box 667, Chino, CA 91708

Tel: (909) 334-3310

Project Budget: appx \$43,000

Completion Date: September 2022

RELEVANCE

- History of Successful CEQA Document Preparation
- Resolved Complex Problems
- Similar Project: Water Treatment Facility

DESCRIPTION

TDA worked with Hazen Sawyer as the CEQA consultant to the City of Chino. We prepared an Initial Study/Mitigated Negative Declaration for the State Street Water Treatment Plant over a period about one and a half years concluding with filing the Notice of Determination (NOD) in 2022. The proposed project consists of development of a State Street Water Treatment Facility (State Street WTF), which will be a new centralized treatment project that will treat water from Wells 12 and 14 for nitrate, perchlorate, and 1,2,3-TCP. The project also includes installation of offsite water transmission and brine pipelines, improvements to the existing wells, and site improvements. The water treatment facility will have a capacity to treat up to 4,000 gallons per minute (gpm) and the anticipated extraction rate from each well is 2,000 gpm. The proposed project would provide treatment for nitrate, perchlorate, and 1,2,3 TCP at Wells 12 and 14. Treatment will include pretreatment through sand separators followed by cartridge filters (solids removal), 1,2,3-TCP Removal through Granular Activated Carbon (GAC), perchlorate and nitrate removal through a proprietary ion exchange (IX) treatment system, then disinfection and storage in Reservoir 5 before distribution. The IX treatment system generates waste water that will be disposed of through a new connection to north Non-Reclaimable Wastewater System (NRWS) brine disposal pipeline that is managed locally by the Inland Empire Utilities Agency (IEUA). The GAC system generates a periodic backwash water when the media is replaced that will be disposed of accordingly. The preparation of this IS/MND was notable for the collaboration between the City, engineering firm (Hazen Sawyer), and TDA as the project evolved, with the project description changing later in the process. TDA, Hazen Sawyer, and the City worked together seamlessly to produce this document. The document was unanimously approved by the City after responding to several comments that arose during the public comment period that required team work to respond to.

KEY STAFF

Tom Dodson, Principal and President, TDA.

Kaitlyn Dodson-Hamilton, Vice President, TDA.

Replenish Big Bear Program

Big Bear Area Regional Wastewater Agency (BBARWA)

Client Contact: David Lawrence,

General Manager

PO Box 517

Big Bear City, CA 92314

E: dlawrence@bbarwa.org

P: 909-584-4521

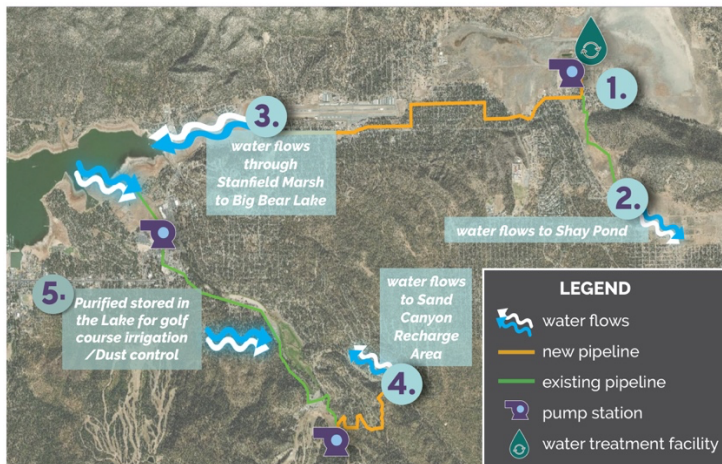
Project Cost: appx \$303,106 (to date)

CEQA Completion Date: Feb 2025

Project is ongoing

RELEVANCE

- History of Successful CEQA and NEPA Compliance
- Complex issues resolved
- Regulatory Permitting Requirements
- Components in High Desert Analyzed



DESCRIPTION

Replenish Big Bear (RBB) includes permitting, design, and construction of full advanced treatment facility upgrades at the existing BBARWA WWTP, more than 7 miles of pipeline for product water and RO brine minimization, three pump stations, a groundwater recharge facility, and up to four monitoring wells. The Program is currently estimated to produce approximately 1,950 acre-feet per year (AFY) of high-quality purified water, and may produce up to 2,210 AFY by 2040 through operation of a high-recovery brine minimization technology.

Tasks include:

- Prepare Program Description & Notice of Preparation for Program Environmental Impact Report (PEIR)
- Support narrowing Program Scope, including alternative solutions for minimizing regulatory compliance cost through alteration of project design in light of the presence of sensitive species
- Support working with downstream stakeholders
- Prepare multi-thousand page PEIR for circulation
- Attend committee meetings, Board of Directors hearings, and present on the Environmental Compliance at said meetings
- Finalize PEIR, including responding to over one-hundred questions from the public, though from a small sector of the public, and present the Final PEIR to the Board
- Collaborate with BBARWA, WSC (engineers), and BBK (legal) as part of Environmental Compliance.

KEY STAFF

Tom Dodson, Principal and President, TDA.

Kaitlyn Dodson-Hamilton, Vice President, TDA.

Technical Competence

The project team that TDA has put together is extensive and highly qualified. Resumes of key personnel assigned and committed to the services outlined under this proposal can be found as an attachment to this proposal. TDA has a structured QA/QC review process for all documents prepared. The internal QA/QC will be undertaken by our team's project managers at Tom Dodson & Associates. The internal reviewer will conduct detailed technical review of the approach, technical findings, and project deliverables. Additionally, we value flexibility in our project management approach to meet the needs of the client to ensure that the communication levels, management styles, and review processes meet the client's expectations.

Additionally, TDA maintains a fully integrated, multi-disciplinary team of in-house and subconsultants capable of addressing all environmental resource areas typically required under CEQA. Our structure allows us to provide comprehensive services internally while maintaining flexibility to scale for large or complex assignments. Our organizational depth enables us to assemble right-sized teams for each assignment, whether preparing focused technical studies or managing full-scope Environmental Impact Reports. The availability of senior-level subject matter experts ensures that analyses are technically sound, defensible, and tailored to the specific regulatory and environmental context of the project area. This integrated, multi-disciplinary structure ensures efficient coordination, and consistent quality control across all Services requested in this RFP.

TDA maintains robust in-house technical and analytical capabilities. In-house resources available at TDA include working in Microsoft and Google Suites. Additionally, ArcGIS Online and Google Earth are utilized for spatial analysis.

PROPOSED METHOD TO ACCOMPLISH THE WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Tom Dodson and Kaitlyn Dodson-Hamilton will coordinate closely VVWRA Staff to ensure that the IS/MND and associated technical documents delivered to VVWRA are legally defensible, accurate, and useful to decision makers when considering approval of the projects. The project management task is based on the duration of the estimated schedule. If the schedule or the project is extended for reasons beyond TDA's control, a contract amendment may be required for additional fees for project management and coordination efforts. This task includes HDR's QA/QC and project management costs as well, for their work effort with Biological Resources and Regulatory Permitting.

TASK 2: DEVELOP AND COMPILE THE PROJECT DESCRIPTION

TDA will develop a comprehensive project description that will be utilized to forecast the potential environmental impacts of the project. The project description will include a detailed summary of the overall project and its potential effects on the environment. Construction and operation scenarios will be compiled in coordination with VVWRA for this specific project to allow detailed impact forecasts. Once the project description is completed, a draft will be forwarded to VVWRA staff for review and comment. The end product of this effort will be a detailed project description that will be utilized by TDA in the environmental process to forecast environmental effects of implementing the project. This same project description with minor editing will be used as a basis for VVWRA to write the initial consultation letters pursuant to AB 52 (Task 12). TDA assumes that we will carry out the consultation efforts in coordination with VVWRA staff.

TASK 3: TECHNICAL ANALYSES AND MODELING

Task 3A: Air Quality and Greenhouse Gas Emissions

TDA will oversee preparation a technical analysis to evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project. This technical analysis will be prepared by Urban Crossroads. Impacts will be based on the current methodology of the Mojave Desert Air Quality Management District (MDAQMD) for projects within the Mojave Desert Air Basin. Modeling will be conducted using the most current version of California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the environmental document. Model data will be compiled for the following project activities: construction, operation, local significance thresholds, health, and GHG.

Task 3B: Cultural Resources Report and Paleontological Memo

TDA will oversee preparation of a technical analysis to evaluate potential impacts the cultural resources (archaeological and historical resources) along the pipeline alignments, and will prepare a Paleontological Memo that will address impacts to paleontological resources. CRM TECH staff are extremely adept at preparing cultural resources reports, and have conducted several studies for similar projects. Where applicable, CRM TECH staff will facilitate compliance with compliance with Section 106 of the National Historic Preservation Act. CRM TECH will also conduct a field study of the project area, as well as a records search of the footprint to ultimately compile a Historical/Archaeological Resources Survey Report and Paleontological Resource Memo that will meet CEQA. CRM TECH will also reach out to area tribes to invite them to attend the site survey, as we have found this to be a useful tool in consulting under AB 52. Note that this effort would constitute a Phase 1 Cultural Study, but does not include scope for a Phase 2 Cultural Study (which includes limited potholing and other methods for a more detailed investigation of resources that might occur belowground within sensitive areas).

Task 3C: Biological Resources Assessment and Jurisdictional Delineation

TDA will oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint. HDR staff are incredibly familiar with the project area, and have conducted several studies for similar projects, including for VVWRA. Because the project footprint includes areas that have not been completely developed, this assessment is crucial to determining what species may be impacted by the proposed Project, and HDR will determine the appropriate treatment of any potential species that may exist within the footprint, in most cases through implementation of mitigation that complies with California Department of Fish and Wildlife standards and requirements. Additionally, as part of the biologist's field assessment, HDR will delineate the known jurisdictional features that would be impacted by the proposed project, will prepare a Preliminary Jurisdictional Delineation. This is a task for which a fee is provided in this proposal, but is dependent on the determination made as a result of the biological field survey. This study does not include protocol level surveys for any species. If determined necessary based on field surveys, a follow on proposal to address protocol surveys will be provided. We do not believe any will be necessary at this time.

TASK 4: DRAFT IS/MND

The draft IS/MND will follow the CEQA Guidelines Appendix G Initial Study format and will clearly identify and address all potential issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood, whilst meeting all of the requirements set forth in CEQA and the State CEQA Guidelines. The completed draft IS/MND will be submitted to VVWRA for initial review and comment. We assume one round of review of the draft IS/MND

by Staff, and at least two rounds of review by VVWRA's legal counsel. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

TASK 5: PUBLIC DRAFT IS/MND

TDA will edit the IS/MND upon receipt of the comments from VVWRA. Upon approval of the IS/MND as the public draft version, we will also aid VVWRA to prepare a Notice of Intent (NOI). TDA will reproduce and distribute the public draft IS/MND and NOI to responsible agencies, trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with VVWRA. It is assumed that TDA will file the NOI with the San Bernardino County Clerk of the Board and a Notice of Completion with the State Clearinghouse. TDA assumes that VVWRA will draft a Notice of Availability (NOA), which will provide notice to the public pursuant to CEQA Guidelines Section 15072(b). TDA will provide copies of the draft report and notices to public agencies and interested parties, as required.

Task 5A: Accessibility Compliance – TDA is including Accessibility Compliance as part of our scope of work on all future (and will likely apply to existing) proposals because, in order to submit documents to the State Clearinghouse, Accessibility is a newer requirement that must be met. TDA has researched a number of options for Accessibility compliance, and it would appear that outsourcing the documents to experts in this field is the most cost effective approach for meeting this requirement. TDA is presently working from an assumption that the cost per page to make a document accessible (including all technical studies) is an average of 5 dollars per page, with a potential for upwards of 6 dollars per page due to the complexity of the documents we produce (primarily the number of tables used). Thus, TDA is providing a scope of work that assumes that this Initial Study and its technical studies will not exceed 500 pages, and the budget allocated to this task reflects this assumption. Additional pages will be charged at cost by the selected PDF remediation team. TDA expects to utilize Allyant for this project, but will obtain quotes from at least two PDF remediation companies to find the most cost effective, compliant team for this task.

TASK 6: RESPONSE TO COMMENTS & MMRP

Task 6 – If any comments are received during the 30-day IS/MND public review period, TDA will work with VVWRA to address comments. It is expected that the number of comments received would be standard for this type of development; this task includes response to 20 discreet comments, with more than a single comment possible within each comment letter. Responses can be handled through a memorandum and included in the staff report to the VVWRA Board of Directors. Task 7 – TDA will prepare an MMRP based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be submitted to VVWRA staff for review and approval in conjunction with submittal of the Response to Comments (Task 7).

TASK 7: DELIVERY OF FINAL CEQA PACKAGE

TDA will compile the Final CEQA package prior to the Public Hearing. The Final package would include the Final IS/MND, Responses to Comments, MMRP, & Technical Appendices. TDA assumes that VVWRA will provide copies of the final reports to public agencies as required.

TASK 8: MEETINGS AND PUBLIC HEARINGS

Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the initial kick-off meeting. They will be available for progress meetings by phone as needed and will attend the VVWRA Board Hearings. Approximately three hours for each public hearing, and one-to-two hours for project status meetings—the hours noted include preparation, drive (where applicable), and attendance time. TDA has included a total of 6 meetings, and attendance at one public hearing as part of this task, with provisions for both Tom and

Kaitlyn to be in attendance, where needed. This task may be used for conference calls, in-person meetings, or public hearings.

TASK 9: NOTICE OF DETERMINATION

TDA prepare the NOD for the project and will file it with the San Bernardino County Clerk of the Board & State Clearinghouse within five days of project approval by VVWRA. This task assumes that TDA will pay the appropriate CDFW filing fees on VVWRA's behalf. This task includes the drafting of the NOD, making it accessible, and filing the NOD.

TASK 10: CDFW AND RWQCB PERMIT APPLICATIONS AND USACE CONCURRENCE

Per HDR's proposal, preparation and submittal of permit applications for a CDFW Notice of Lake and Streambed Alteration (LSA) and RWQCB Waste Discharge Requirements (WDRs). At least 30 days prior to submitting an application to the RWQCB, HDR will submit a Pre-Filing Meeting Request to the Lahontan RWQCB.

TASK 11: AGENCY COORDINATION

Per HDR's proposal, Agency coordination including one (1) permit application revision and one (1) field verification site visit each with the CDFW and RWQCB, if necessary. Every effort will be made to consolidate field visits with multiple agencies on the same trip, but please assume that separate trips may be necessary.

TASK 12: AB 52 CONSULTATION

TDA will draft the AB 52 consultation package, which shall include the project description and figures for the project. This effort includes postage to the area tribe (or tribes) that have requested consultation under AB 52. TDA will work with VVWRA to deliver the AB 52 letter via both email and post, and will continue coordination with the Tribe to ensure materials requested are delivered in a timely manner to facilitate expedient consultation between VVWRA and the Tribe. This task also include ongoing coordination between VVWRA and the tribe, as well as our cultural subconsultant, CRM TECH, where necessary.

FEE PROPOSAL

The following are the fees for implementing the tasks outlined in the previous section, "Proposed Method to Accomplish the Work."

Tasks	Task Description	Initial Study
Task 1	Project Management and Administration Environmental Specialist HR \$150-170	\$8,000
Task 2	Project Description Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$3,000
Task 3	Technical Analyses and Modeling	
Task 3A	Air Quality and Greenhouse Gas Impact Analysis	\$5,000
Task 3B	Phase I Cultural Resources Report and Paleontological Memo	\$9,500
Task 3C	Biological Resources Report & Jurisdictional Delineation	\$11,000
Task 4	Draft IS/MND Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$15,000
Task 5	Public Draft IS/MND	\$3,000

Tasks	Task Description	Initial Study
	Admin HR \$75 Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	
Task 5A	Accessibility Compliance (up to 500 pages)	\$3,000
Tasks 6	Responses to Comments and MMRP Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$3,500
Task 7	Delivery of Final CEQA Package Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$2,500
Task 8	Meetings and Public Hearings Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$4,000
Task 9	Notice of Determination (varies by year) Environmental Analyst HR \$105	\$4,000
Task 10	CDFW and RWQCB Permit Applications and USACE Concurrence HDR HR \$189.30-371.87	\$8,500
Task 11	Agency Coordination HDR HR \$189.30-371.87	\$7,500
Task 12	AB 52 Consultation Environmental Analyst HR \$105 Environmental Specialist HR \$150-170	\$500
Total Fee		\$88,000

The final fee of \$88,000 above is considered the “not to exceed” amount of this proposal. Should the scope of work required to complete the CEQA effort for this project fall outside of the scope identified herein, TDA will provide a follow on amendment to aid in the new scope of work effort.

Additional Service Hourly Rates:

1. TDA

Environmental Specialist I	\$150-170 / hour
Environmental Specialist II	\$120 / hour
Environmental Specialist III	\$90 / hour
Environmental Specialist IV	\$75 / hour
Biologist III / Monitor	\$80 / hour
Admin / WP / Graphics	\$60 / hour
Legal Expert Witness	\$250 / hour

2. CRM TECH (for any future necessary cultural work)

Principal Investigator	\$140 / hour
Project Director/Project Manager	\$140 / hour
Principal Archaeologist	\$140 / hour
Principal Historian/Architectural Historian	\$140 / hour
Principal Paleontologist/Geologist	\$140 / hour
Ethnographer/Ethnohistorian	\$120 / hour

Laboratory Analyst	\$120 / hour
Field Director	\$120 / hour
Historian/Architectural Historian II	\$100 / hour
Report/Site Record Writer	\$100 / hour
Project Archaeologist/Paleontologist	\$100 / hour
Archaeology/Paleontology Monitor	\$100 / hour
Field Crew Person	\$90 / hour
Laboratory Technician	\$90 / hour
Report Technician	\$90 / hour
Office Technician	\$90 / hour

3. HDR (for any future necessary bio work)

Senior Environmental Lead / SME Regulatory Permitting	\$350.50 - \$395.00
Senior Technical Manager	\$155.00 - \$220.00
Biologist II	\$165.59 - \$185.00
Biologist I	\$73.00 - \$157.00
Cultural Analyst	\$125.00 - \$175.00
Senior Planner	\$162.00 - \$267.00
GIS	\$157.00 - \$216.00

SCHEDULE

Initial Study (CEQA): To be completed within the span of about 6-7 months.

TDA expects that Tasks 1 and 9 will be ongoing.

Task 2 will be completed within days 1-30 assuming ease of coordination with VVWRA to draft the Project Description.

Task 3 will be accomplished over a period about 1-3 months. During this period, TDA will be working on Task 5. We expect that the Initial Study would be published sometime between 90-120 days of the start of work (Task 5).

Tasks 6 and 7 will occur for approximately 1-30 days following the completion of the public review period referenced in Task 5.

The final hearing for the project is likely to occur within 5-7 months of the commencement of the project, with the notice of determination being filed at the end of this period.

Regulatory Permitting: flexible, can be 3-6 months after CEQA NOD is filed

The schedule is tentative, and the duration may be less than or greater than the above amount. I believe the schedule above is reasonable to comply with CEQA requirements for this Project and meet the Project Team's objectives.

INSURANCE

TDA is insured by Farmers for Commercial Liability, Automobile Liability, and Workers Compensation Umbrella.

Commercial Liability is insured for \$2,000,000 for each occurrence, with a General Aggregate of \$4,000,000.

Automobile Liability is insured for a combined limit of \$2,000,000.

Workers Compensation Umbrella policy is for \$1,000,000.

TDA is insured by Cornerstone Specialty Insurance Services, Inc. for Professional Liability.

Professional Liability is insured for \$3,000,000 for each claim and \$3,000,000 aggregate.

Based on the above, TDA can provide the necessary insurance required by VVWRA as stipulated in the RFP.

LITIGATION

TDA has not been involved in many legal challenges on our environmental documents over the course of our time in business (40 years). In the last 5 years, however, due to the controversy around water in the Chino Basin with a singular stakeholder opposing certain projects, the Chino Basin Program PEIR is presently undergoing legal challenge by the City of Ontario. Note that this litigation is between the City of Ontario and IEUA, and does not directly involve TDA. This challenge is ongoing, as while a trial court decision has been made, IEUA has appealed the trial court's decision on the three narrow counts that were identified: Respondents "piecemealed" the evaluation of the effects of the CBP by failing to evaluate the effects of the CBP and the Feather River Exchange outside of the Chino Basin; Respondents used an unstable and inconsistent project description that evaluates the effects of a project life of 25 years, but then justifies the CBP based on purported water supply benefits over 50 years; and, Respondents adopted a biased and determinative project objective to justify a refusal to evaluate reasonable alternatives to the. However, IEUA has continued to pursue development of the Program, and we have been working with IEUA on second tier Addenda and Exemptions for various Program Components (this can easily be seen on CEQANet under IEUA).

OTHER INFORMATION

Demonstration of Ability

Over the past 40 years TDA has demonstrated its ability to meet schedule expectations on hundreds of projects. However, to illustrate TDA's ability to meet a demanding schedule, we would like to refer to the recent Chino Basin Program Environmental Impact Report (PEIR) with IEUA. TDA was given from September 2021 through October 2021 to prepare and initiate processing of the EIR which would typically require six to nine months—more than the time allotted. TDA developed the project Description between August 2021 and September 2021, and IEUA, at TDA's recommendation, hired a second consulting firm, Rincon, to aid in drafting the document, with Kaitlyn Dodson-Hamilton and Tom Dodson service as project managers overseeing the final version of each subchapter. Rincon took on about half of the impact chapters, while TDA took on the other half, specifically Hydrology and Water Quality, which remains to most complex issue to analyze for water infrastructure projects like the CBP (previously described). TDA developed the strategy to meet the deadlines; organized the project team and assigned technical studies to be prepared over a short period of time; and creatively assisted IEUA to complete the AB 52 consultation process. TDA must acknowledge that our team member West Yost and Rincon made major contributions to our ability to meet this schedule. We published the PEIR in late October 2021, and the document was later certified in May 2022 due to extensive responses to comments, and the coordination internally between TDA and IEUA. Once the draft PEIR was published, TDA was the sole consultant working with IEUA on the project. TDA is regularly asked to speed up a review, and we consistently met difficult schedules. A copy of the entire CBP PEIR can be found at this link: <https://www.ieua.org/chino-basin-program-ceqa-documents/>.

Previous Involvement with the Authority

TDA has demonstrated our work efforts with VVWRA on pages 5-6 of this proposal under Local Experience and Knowledge. As demonstrated therein, TDA has worked successfully with VVWRA for decades, and has enjoyed our working relationship, with many successful CEQA documents provided under our belts. Refer to the section above for more detail.

Appendix 1
Staff Resumes



Title

Environmental
Specialist

Education

B.A., *English, with
Honors*, University of
California Riverside,
2011

Experience

January 2015 - present

Contact

W: (909) 882-3612

C: (909) 645-5478

E: kaitlyn@tdaenv.com

Summary

Kaitlyn Dodson-Hamilton is an Environmental Specialist for Tom Dodson & Associates, an environmental consulting firm in San Bernardino, California. She has more than 10 years of experience in research and mapping for California Environmental Quality Act (CEQA), National Environmental Protection Agency (NEPA), and regulatory purposes at Tom Dodson & Associates. Ms. Dodson-Hamilton has more than a decade of experience at TDA in environmental and resource management, with special expertise in CEQA compliance. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. She works with clients, governmental agencies, and decision-makers to find solutions to complex problems. Mrs. Dodson-Hamilton has focused much of her career on CEQA compliance for water agencies, particularly those in the Inland Empire and throughout Southern California. She serves alongside Tom as an environmental consultant to San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Phelan Piñon Hills Community Services District, Mission Springs Water District, the City of El Monte, Three Valleys Municipal Water District, and several other agencies. Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations for nearly all reports for which she is the author.

Relevant Experience

Inland Empire Utilities Agency (IEUA)

TDA is one of two primary consultants for IEUA. Over the past 10 years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. Kaitlyn has

assisted Tom with several projects to comply with both the CEQA and NEPA for a variety of IEUA projects. TDA also assists IEUA with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. Projects in which Kaitlyn has co-authored include: FMP Program EIR, Lower Day Basin Project, Fontana Water Company Recycled Water Improvement Project, and Pomona Intertie Project; all of which have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits. Kaitlyn has assisted the IEUA with the Chino Basin Program (CBP) EIR that was approved by the IEUA Board in May 2022, and is working with IEUA to complete the Second Tier CEQA documentation for various components of the CBP as of 2024. Additionally, TDA coordinated with the Chino Basin Watermaster and IEUA to draft the Optimum Basin Management Program Update (OBMPU) Subsequent EIR, which was recently certified by the IEUA Board in February of 2024.

Mission Springs Water District (MSWD)

Tom Dodson is the primary environmental consultant for MSWD. Over the past 7+ years Kaitlyn has assisted Tom with several projects to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of projects. TDA also assists MSWD with applying for funding through the Clean Water State Revolving Fund for various infrastructure/improvement projects. TDA has continued consulting with MSWD and recently completed the West Valley Water Reclamation Program EIR, which was approved by the MSWD Board in 2019 with full support from their Board. Kaitlyn was the main author of this Program EIR with Tom overseeing the evolution of the Project. The certification of this EIR will allow/has allowed MSWD to construct a new wastewater treatment facility, along with a conveyance system that would connect existing sewer areas to the new facility as well as areas that are served by individual septic systems, which have contributed to water quality degradation within the Coachella Valley groundwater basin Garnet Hill Subbasin MZ4). TDA also worked with MSWD on a new 300,000 gallon reservoir project, for which an Initial Study was prepared and approved by the District Board in September of 2021. Most recently, Kaitlyn prepared an Infill Exemption to enable the development of a new Critical Services Center Headquarters and Administration Building, which was approved by the City of Desert Hot Springs in September 2024.

Various Water Agency Projects

TDA has worked on CEQA Projects to completion ranging from Categorical Exemptions to Initial Studies and in minimal cases, Environmental Impact Reports including, but not limited to the following water agencies, water masters, districts, and private water companies: Monte Vista Water Company; Elsinore Valley Water District (working with West Yost to accomplish a Supplemental Environmental Document for their Salt and Nutrient Management Plan); Eastern Municipal Water District (working with West Yost to accomplish a Supplemental Environmental Document for their Salt and Nutrient Management Plan); Chino Basin Watermaster; San Antonio Water Company; San Gabriel Valley Water Company; Phelan Piñon Hills Community Service District; Sheep Creek Water Company; City of Ontario; East Valley Water District; East Orange County Water District; Big Bear Community Service District; Big Bear Area Regional Wastewater Agency; and, Big Bear Lake Department of Water and Power.



Title

President /
Environmental Specialist

Education

M.A., Geography,
University of California,
Berkeley, 1973
B.A., Geography,
University of California
Berkeley, 1968

Experience

40+ years

Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees. Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation

Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, Cities of Murrieta and El Monte, and several other agencies. Mr. Dodson has focused much of his career on CEQA compliance for water agencies, particularly those in the Inland Empire and throughout Southern California.

Relevant Experience

Inland Empire Utilities Agency (IEUA, 1999-Present)

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working or has recently worked with IEUA on the following: the RP-5 expansion, TDA is working with IEUA to obtain the RMPU regulatory permits, and is overseeing Native American monitoring for Baseline and Napa Laterals. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project. Additionally, TDA, in conjunction with West Yost, has assisted the Chino Basin Watermaster, in conjunction with West Yost, with the Addendum to the Optimum Basin Management Program Local Storage Limit Solution Addendum that was approved by the IEUA Board in March of 2021. Most recently, Tom has assisted the IEUA with the Chino Basin Program (CBP) EIR that was approved by the IEUA Board in May 2022, and is working with IEUA to complete the Second Tier CEQA documentation for various components of the CBP as of 2024. Additionally, TDA coordinated with the Chino Basin Watermaster and IEUA to draft the Optimum Basin Management Program Update (OBMPU) Subsequent EIR, which was recently certified by the IEUA Board in February of 2024.

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

Various Water Agency Projects

TDA has worked on CEQA Projects to completion ranging from Categorical Exemptions to Initial Studies and in minimal cases, Environmental Impact Reports including, but not limited to the following water agencies, water masters, districts, and private water companies: Monte Vista Water Company; Elsinore Valley Water District (working with West Yost to accomplish a Supplemental Environmental Document for their Salt and Nutrient Management Plan); Eastern Municipal Water District (working with West Yost to accomplish a Supplemental Environmental Document for their Salt and Nutrient Management Plan); Chino Basin Watermaster; San Antonio Water Company; San Gabriel Valley Water Company; Phelan Piñon Hills Community Service District; Sheep Creek Water Company; City of Ontario; East Valley Water District; East Orange County Water District; Big Bear Community Service District; Big Bear Area Regional Wastewater Agency; and, Big Bear Lake Department of Water and Power.



**Title**

Environmental Analyst

Education

B.A., *Environmental Studies, with Honors*,
University of California
Santa Barbara, 2025

Experience

January 2024 - present

Contact

W: (909) 882-3612 x 3

C: (925) 788-5646

E: dani@tdaenv.com

Summary

Dani Bier is an Environmental Analyst for Tom Dodson & Associates, an environmental consulting firm in San Bernardino, California. She has 2 years of experience in research and mapping for California Environmental Quality Act (CEQA), National Environmental Protection Agency (NEPA), and related regulatory programs. Her tenure at Tom Dodson & Associates includes six months of direct project involvement with a diverse client base, including municipal agencies, private developers, and state and federal partners.

In her role, Ms. Bier works closely with senior staff, including Kaitlyn Dodson-Hamilton and Tom Dodson, to coordinate with clients. She has personally prepared numerous CEQA deliverables, including Initial Studies, Categorical Exemption packages, Subsequent Environmental Impacts Reports (EIR), and EIR Addendums. Her responsibilities also include document review, technical research, regulatory compliance support, and the preparation of administrative records.

Ms. Bier routinely attends project meetings, public hearings, and interagency coordination sessions to support project teams, track action items, and ensure clear communication.

Relevant Experience

Ms. Bier's project portfolio spans a wide range of sectors, including:

- **Water and resource management.** Experience supporting environmental review for water infrastructure improvements, watershed planning efforts, and dam restoration, including analysis of potential hydrological, cultural, and utility resource impacts.
- **Communities and commercial development.** Contributions to environmental analysis for housing, mixed-use, and commercial development projects. Preparation of CEQA documentation addressing topics such as traffic, air quality, noise, and land-use compatibility.
- **Port and transportation infrastructure.** Involvement in projects related to port facility improvement and roadway and transit upgrades, including research on environmental constraints, regulatory requirement, and potential impacts on coastal and transportation resources.
- **Offshore wind energy and coastal resource planning.** Support for environmental review and planning efforts associated with offshore wind development, including review of regulatory framework and preparation of materials addressing potential environmental and permitting considerations.

Ms. Bier also possesses technical skills in Geographic Information Systems (GIS), biological and environmental desktop reviews, data analysis, and urban planning support. Her combination of analytical ability, communication skills, and field-informed perspective allows her to contribute effectively to project teams.



Appendix 2

Financial Stability Documentation



Search inquiry: (My company)

ProfilePlusSM Report
as of: 02/23/26 13:58 ET

Tom Dodson & Associates

Address:	2150 N Arrowhead Ave San Bernardino, CA 92405-4002 United States
Phone:	909-882-3612
Website:	tdaenvironmental.com
Experian BIN :	797507749
Agent:	Tom Dodson
Agent Address:	2150 N Arrowhead Avenue San Bernardino, CA
Family Linkage:	
Ultimate Parent	Tom Dodson & Associates 2150 N Arrowhead Ave San Bernardino, CA United States
Parent / Headquarters	Tom Dodson & Associates 2150 N Arrowhead Ave San Bernardino, CA United States

Key Personnel:	Chief Executive Officer: Tom Melvin Dodson Secretary: Brynn McKinney Dodson Chief Financial Officer: Alma Rushing
SIC Code:	8740-Management & Public Relations Services 8748-Business Consulting Services, Nec 8731-Physical & Biological Research, Commrc
NAICS Code:	541600-Management, Scientific, And Technical Consulting Services 541610-Management Consulting Services 541618-Other Management Consulting Services
Business Type:	Corporation
Experian File Established :	May 1979
Experian Years on File:	47 Years
Years in Business:	More than 47 Years
Total Employees:	1
Sales :	\$1,000,000
Filing Data Provided by:	California
Date of Incorporation:	10/24/1983

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Business Credit Score



Medium Risk



The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Balance of aged commercial accounts that are current.
- Risk associated with the company's industry.
- Ratio of total bal to total high bal across all comm accts.
- Commercial account balance 1-30 days delinquent.

Business Credit Scores range from a low of 1 to high of 100 with this company receiving a score of 44. Higher scores indicate lower risk. This score predicts the likelihood of serious credit delinquencies within the next 12 months. This score uses tradeline and collections information, public filings as well as other variables to predict future risk.

Experian Financial Stability Risk Rating

2

Financial Stability Risk Rating



Low-Medium Risk



A Financial Stability Risk Rating of 2 indicates a 1.11% potential risk of severe financial distress within the next 12 months.

Key Rating Factors:

- Number of active commercial accounts.
- Risk associated with the company's industry sector.
- Risk associated with the business type.
- Percent of commercial accounts delinquent.

Financial Stability Risk Ratings range from a low of 1 to high of 5 with this company receiving a rating of 2. Lower ratings indicate lower risk. Experian categorizes all businesses to fit within one of the five risk segments. This rating predicts the likelihood of payment default and/or bankruptcy within the next 12 months. This rating uses tradeline and collections information, public filings as well as other variables to predict future risk.

Credit Summary

This location does not yet have an estimated Days Beyond Terms ([DBT](#)), or a Payment Trend Indicator. This is often the result of too few Payment [Tradelines](#).

Please refer to Experian's '[www.BusinessCreditFacts.com](#)' website for more information on establishing Payment Tradelines.

Lowest 6 Month Balance:	\$0
Highest 6 Month Balance:	\$0
Current Total Account Balance:	\$0
Highest Credit Amount Extended:	\$0

Payment Tradelines (see charts , detail):	6
Business Inquiries :	0
UCC Filings :	0
✖ Businesses Scoring Worse:	43%
✔ Bankruptcies:	0
✔ Liens:	0
✔ Judgments Filed:	0
✔ Collections:	0

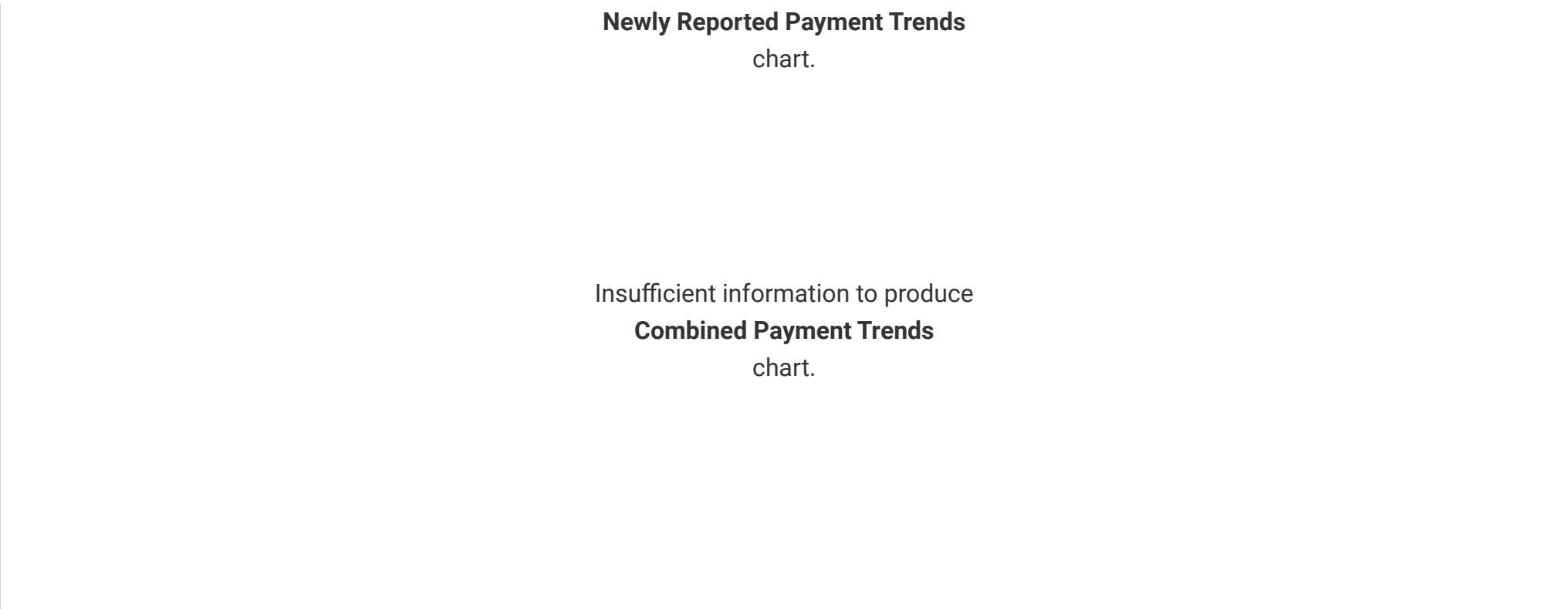
Payment Trend Summary

Insufficient information to produce
Monthly Payment Trends
chart.

Insufficient information to produce
Quarterly Payment Trends
chart.

Insufficient information to produce
Continuous Payment Trends
chart.

Insufficient information to produce



Trade Payment Information

Payment Experiences (Financial Trades)											
Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Cred Card	1/06/26		Contrct		\$0						
Fincl Svcs	1/04/26	6/15/21	Credit Card		\$0						
Leasing	4/02/25		Contrct		\$0						
Leasing	4/02/25		Contrct		\$0						
Leasing	2/29/24		Contrct		\$8,140	98%	2%				
Offc Suppl	10/28/25	1/16/24	Credit Card		\$0						Acctclosed

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Appendix 3

HDR Proposal Docs



Memorandum

November 13, 2025

To: Kaitlyn Dodson-Hamilton
Tom Dodson & Associates

From: Daniel Smith
HDR Engineering Inc.

CC: Lisa Patterson
HDR Engineering Inc.

**Re: 2025 Proposal to Provide Environmental Regulatory Permitting Support
For the VVWRA Ossum Wash Interceptor Project
Located in the City of Victorville, San Bernardino County, California**

Good Afternoon Kaitlyn,

The purpose of this memo is to provide you with our scope and cost estimates to provide environmental regulatory permitting support for the Victor Valley Wastewater Reclamation Authority's (VVWRA) proposed Ossum Wash Interceptor Project (project). Based on a review of the preliminary plans and project information provided by Tom Dodson & Associates and VVWRA, we have prepared this estimate with the following Key Understandings:

- The project site contains an ephemeral aquatic feature subject to regulation by the Regional Water Quality Control Board (RWQCB) under the Porter-Cologne Water Quality Control Act and the California Department of Fish and Wildlife (CDFW) under Section 1600 of the California Fish and Game Code (FGC), respectively.
- The project will not impact waters of the United States (WOTUS) and will not require Section 404/401 Clean Water Act (CWA) permitting through the U.S. Army Corps of Engineers (USACE) and RWQCB, respectively.
- Based on the project location, a preliminary California Natural Diversity Database (CNDDB) review, and HDR's experience in the project vicinity, the project may have the potential to impact state and/or federally listed threatened or endangered species. If impacts to these resources cannot be avoided, incidental take authorization from the U.S. Fish and Wildlife Service (USFWS) and/or the CDFW would be required.

Based on the project understandings above, we are making the following Scope Assumptions:

- An email response from the USACE stating concurrence of non-jurisdiction will be requested to demonstrate compliance with CWA regulations and the current Environmental Protection Agency (EPA)/USACE definition of WOTUS (i.e., post-Sackett v. EPA Decision). VWVRA will not request an Approved Jurisdictional Determination (AJD) from the USACE. The USACE currently prioritizes the processing of AJDs as a very low priority, and if VWVRA were to pursue a formal AJD, the project timelines may be significantly delayed.
- A CDFW Streambed Alteration Agreement will be required.
- RWQCB Waste Discharge Requirements will be required.
- Certified CEQA documentation will be required prior to submitting permit applications.
- Compensatory mitigation will be required to mitigate for any permanent impacts to, or “loss” of State waters. Although compensatory mitigation will be the sole responsibility of VWVRA or the “Permittee,” HDR will assist in identifying potential compensatory mitigation strategies (e.g., in-lieu fee programs, mitigation banks, etc.).
- A maximum of two (2) agency site visits will be required.
- The project will avoid any potential effects on state or federally listed species, and no federal Endangered Species Act (ESA) or California Endangered Species Act (CESA) consultation/permitting will be required. However, if impacts to state or federally listed species cannot be avoided, and USFWS and/or CDFW consultation/permitting is required, HDR can provide a separate scope and cost for that effort.

With these understandings and assumptions of the project and the permitting requirements, our proposed scope of work includes the following tasks.

1. Prepare a formal Biological Resources Assessment and Jurisdictional Delineation in support of CEQA, CDFW and RWQCB permit applications, and a USACE AJD.
2. Preparation and submittal of permit applications for a CDFW Notice of Lake and Streambed Alteration (LSA) and RWQCB Waste Discharge Requirements (WDRs). At least 30 days prior to submitting an application to the RWQCB, HDR will submit a Pre-Filing Meeting Request to the Lahontan RWQCB.
3. Agency coordination including one (1) permit application revision and one (1) field verification site visit each with the CDFW and RWQCB, if necessary. Every effort will be made to consolidate field visits with multiple agencies on the same trip, but please assume that separate trips may be necessary.

HDR Proposal to Provide Environmental Regulatory Permitting Support
VWVRA Ossum Wash Interceptor Project
Victorville, CA

The estimated timing and costs to prepare all necessary environmental regulatory permit applications, with supporting documentation, and provide client/agency support during the permitting process for the proposed project is outlined in the table below.

Tasks	Anticipated Hours	Bill Rate	Cost
Task 1: Biological Resources Assessment and Jurisdictional Delineation			
a. Field Survey	16	\$189.30	\$3,028.80
b. JD Technical Report Preparation	32	\$189.30	\$6,057.60
Total Task 1 Cost	48		\$9,086.40
Task 2: CDFW and RWQCB Permit Applications and USACE Concurrence			
a. CDFW Notice of LSA	16	\$189.30	\$3,028.80
b. RWQCB WDRs Application	16	\$189.30	\$3,028.80
c. USACE AJD/Concurrence Letter	8	\$189.30	\$1,514.40
Total Task 2 Cost	40		\$7,572.00
Task 3. Agency Coordination			
a. Field Verification Site Visits (max. 2)	20	\$189.30	\$3,786.00
b. Remote Coordination	16	\$189.30	\$3,028.80
Total Task 3 Cost	36		\$6,814.80
QA/QC and Project Management	12	\$371.87	\$4,462.44
ODC (e.g., mileage, lodging, per diem, etc.)			\$1,300.00
Total Cost	136		\$29,235.64

Our total, not-to-exceed, estimated cost including QA/QC and expenses to prepare all necessary environmental regulatory permit applications, with supporting documentation, and provide client/agency support during the permitting process for the proposed project is **\$29,235.64**.

Please note, this cost does not include any permit application fees, which will be the responsibility of the Permittee. Additionally, this cost does not include any required compensatory mitigation costs, which will also be the responsibility of the Permittee. Potential

HDR Proposal to Provide Environmental Regulatory Permitting Support
VWVRA Ossum Wash Interceptor Project
Victorville, CA

mitigation banks servicing the region, from which compensatory mitigation may be purchased, include the Mojave River Watershed Mitigation Bank and the Mojave Desert Tortoise Conservation Bank, both of which offer compensatory mitigation credits at the cost of \$37,500 per 0.5-acre credit.

Please contact me if you have any questions or require any further information.

Daniel Smith
Senior Biologist/Project Manager
HDR, Inc.
M: 909-566-9983
Daniel.Smith@hdrinc.com



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VWVRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Latif Laari, Environmental Compliance Manager

DATE: March 19, 2026

SUBJECT: **Recommendation to authorize the General Manager to approve the sole source purchase of nine (9) sludge flow meters for the Regional Plant at a cost not to exceed \$93,451.05**

Fiscal Impact Yes

Account Code: 01-02-545-6010-9999

Funds Budgeted/ Approved: Yes

STAFF RECOMMENDATION

It is recommended that the Board authorize the General Manager to approve the sole source (Exhibit 1) purchase of nine sludge flow meters for the Regional Plant in an amount not to exceed \$93,451.05 (Exhibit 2)

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

The existing sludge flowmeters installed at the Regional Plant are obsolete and have reached manufacturer's end of life status. Replacement parts and technical support are increasingly difficult to obtain, resulting in extended downtime and higher maintenance risk. Due to age-related degradation of sensors and electronics, these meters no longer provide reliable or accurate flow data, especially under high solids loading, which directly affects process control, solids accounting, and regulatory reporting. Replacing them with modern self-cleaning magnetic flowmeters will restore dependable measurement, reduce failure risk, and align the facility's critical instrumentation with current industry standards.

Replacement Justification:

Reduced Maintenance Costs and Labor:

- **Elimination of Manual Cleaning Requirements:** Conventional electromagnetic flowmeters in sludge applications are highly susceptible to electrode coating and fouling from the high solids content, oils, and grease present in waste-activated sludge. Current maintenance practices require regular shutdown of process flows, physical removal of the flowmeter, manual cleaning of electrodes, and reinstallation, a labor-intensive process that typically requires up to 10 hours

per cleaning event.

- **Self-Cleaning Technology:** The Siemens MAG 6000 transmitters include integrated automatic cleaning units that periodically energize the electrodes to remove buildup without process interruption. This automated cleaning eliminates the need for manual electrode maintenance, reducing both labor hours and associated costs.
- **Reduced Downtime:** Manual cleaning requires process shutdown, bypass operations, and removal of equipment from service. Each cleaning event results in approximately 4 to 5 hours of equipment downtime. Self-cleaning systems perform maintenance automatically during normal operation, eliminating process interruptions and improving system availability.

Improved Measurement Accuracy:

- **Electrode Coating Impact:** Research demonstrates that electrode fouling in sludge applications causes significant measurement drift and inaccuracy. Coating buildup progressively degrades signal quality, leading to flow underestimation that can range from 5-15% depending on coating severity. This measurement error directly impacts process control decisions, regulatory reporting accuracy, and operational efficiency.
- **Continuous Accuracy Maintenance:** Self-cleaning electromagnetic flowmeters maintain electrode surfaces in clean condition, preserving the electromagnetic signal integrity required for accurate flow measurement. Industry literature shows that properly maintained magnetic flowmeters in sludge applications can achieve $\pm 0.5\%$ to $\pm 1\%$ accuracy, compared to $\pm 2\%$ to $\pm 5\%$ or worse for fouled conventional units.

The replacement of existing conventional flowmeters with self-cleaning electromagnetic flowmeters represents a sound investment in operational efficiency, measurement reliability, and maintenance cost reduction. The automated cleaning capability eliminates labor-intensive manual maintenance while maintaining superior measurement accuracy critical for process control and regulatory compliance.

It is recommended that the Board authorize the General Manager to approve the sole source (Exhibit 1) purchase of nine sludge flow meters for the Regional Plant in an amount not to exceed \$93,451.05 (Exhibit 2).

Attachments

Exhibit 1 Sole Source Letter
Exhibit 2 Quote



March 27, 2015

RE: Ponton Industries

To whom it may concern:

Effective May 1, 2015, **Ponton Industries, Inc.** will be the sole representative for Siemens Process Instrumentation products for the industrial and municipal markets in **California**.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **Ponton Industries** include:

- | | |
|--|--|
| ☐ Level Instrumentation | ☐ Pressure and Temperature Transmitters |
| ☐ Loop Controllers | ☐ Liquid, Gas, and Solids Flow Meters |
| ☐ Process Recorders | ☐ Weighing and Feeding equipment |
| ☐ Valve Positioners | ☐ Pneumatics |

If you have any questions or requests, please don't hesitate to call:

Ponton Industries, Inc.

22901 Savi Ranch Parkway, Suite B

Yorba Linda, CA 92887

Phone: 714-998-9073

Fax: 714-998-9083

Email: info@pontonind.com

www.pontonind.com

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support, including product applications, technical support, field service and technical product training.

Best Regards,

KJ Charles

Kenneth Charles, Sales Manager PI West

Siemens Industry, Inc.

7731 Stonewood Circle

Franklin, WI 53132

P.S. To sign up for our quarterly customer newsletter, go to <http://www.sea.siemens.com/ia/newsprod/inpinews.html> and click on [Process Instrumentation News registration page](#).



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INDUSTRIES, INC.
SINCE 1970

22901 Savi Ranch Pkwy, Suite B
Yorba Linda, CA 92887
Tel: (714) 998-9073
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QUOTE#:PONQ69971

DATE: Feb 10, 2026

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John Hamilton	8-10 Weeks ARO	Factory	Best Way	

Project Name: self cleaning magmeters Project ID: 7180

ADDRESS PO TO: Siemens Industry

Line No	Product Details	Qty	Unit Price	Ext. Price
1	Siemens 6" Mag 3100 - Ebonite 7ME6310-4HJ14-1AA2 SITRANS FM MAG 3100 Full-bore electromagnetic flow sensor, flanged, diameter DN 15 to DN 2000 (1/2" to 78"). Suitable for volume flow measurement of liquids (conductive), main applications in process industry, chemical industry, steel industry, mining, utility, power generation and distribution, O&G/HPI. 0 . 4H DN150, 6 Inch J ANSI B16.5, Class 150 1 Carbon steel flanges ASTM A 105, corrosion-resistant coating of category C4 4 Ebonite 1 Stainless steel AISI 316Ti / 1.4571 (not for PFA) A Sensor for remote transmitter (Order transmitter separately) A No bus communication 2 1/2 inch NPT Polyamid Terminal or 6000 I compact.	8	\$ 4,071.00	\$ 32,568.00
2	Siemens Mag 6000 with Cleaning Kit 7ME6920-2PA10-1AA0 MAG 6000, 19 Inch Insert, in IP66 / NEMA 4, ABS Plastic enclosure,incl. Cleaning unit 115-230V AC 50/60 Hz -Do not use AC-cleaning on sensors with Tantalum or Hastelloy electrodes	9	\$ 4,953.00	\$ 44,577.00
3	Siemens Mag Cable - 5m A5E02296329 MAG 5000/6000 2X 5 m CABLE KIT SITRANS F M Accessory MAG 5000/6000 2x 5 m (16.4 ft) Cable kit including standard coil cable, 3x 1.5 mm2 (3x 0.0024 inch2), gage 18, single shielded with PVC jacket, and special electrode cable, 3x 0.25 mm2 (3x 0.0004 inch2), double shielded with PVC jacket, temperature range: -30...+70 °C (-22...+ 158 °F)	9	\$ 182.00	\$ 1,638.00
4	Siemens 4" Mag 3100 7ME6310-3TJ14-1AA2-Z Y41 SITRANS FM MAG 3100 Full-bore electromagnetic flow sensor, flanged, diameter DN 15 to DN 2000 (1/2" to 78"). Suitable for volume flow measurement of liquids (conductive), main applications in process industry, chemical industry, steel industry, mining, utility, power generation and distribution, O&G/HPI. 0 . 3T DN100, 4 Inch J ANSI B16.5, Class 150 1 Carbon steel flanges ASTM A 105, corrosion-resistant coating of category C4 4 Ebonite	1	\$ 3,155.00	\$ 3,155.00

Line No	Product Details	Qty	Unit Price	Ext. Price
	1 Stainless steel AISI 316Ti / 1.4571 (not for PFA) A Sensor for remote transmitter (Order transmitter separately) A No bus communication 2 1/2 inch NPT Polyamid Terminal or 6000 I compact. Y41 Sensor for remote transmittes junction box potted to IP68 with wired cable (Specify cable order no. and order cable separately)			
5	Siemens 4" Mag 3100 Grounding Ring A5E01159146 SITRANS F M Accessory MAG 3100 Grounding ring Type Flat ring, DN 100 (4"), ANSI B16.5 Class 150, in stainless steel AISI 316 14.436,00 for all liners (PTFE max. 130 °C (266 °F)), 1 pc.	1	\$ 258.00	\$ 258.00
6	Siemens Grounding Ring SS 6" A5E01191964 SITRANS F M Accessory MAG 3100 Grounding ring Type Flat ring, DN 150 (6"), ANSI B16.5 Class 150, in stainless steel AISI 316 1.4436, for all liners (PTFE max. 130 Â°C (266 Â°F)), 1 pc.	8	\$ 467.00	\$ 3,736.00
			Sub Total	\$ 85,932.00
			Tax	\$ 7,519.05
			Adjustment	\$ 0.00
			Grand Total	\$ 93,451.05

ADDRESS PO TO: Siemens Industry

Notes: No charge for freight

*** Given the uncertainty of potential tariffs, the Seller reserves the right to adjust product prices prior to shipment, upon notice to the Buyer, to account for any increase in tariffs, duties, or similar taxes affecting the Products. Lead times are estimated and may be extended without notice.

Terms and Concditions

Prices quoted are valid for 30 days from the date of this quotation and are based on current rates; no future pricing escalation has been included. Taxes and shipping charges are not included in the quoted price. Lead times provided do not account for transit or delivery time. If claiming tax-exempt status, valid documentation must be submitted at the time of order. All orders are subject to credit review and will proceed only upon approval. Siemens's Standard Terms and Conditions shall apply to all orders.

Siemens Terms and Conditions

1. APPLICABLE TERMS. This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services". The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.
2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii)Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.
- (a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
- (b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.
- (c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, tariffs charged on the importation of goods into the United States, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.
- (d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.
- (g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

3. RISK OF LOSS AND SCHEDULE OF SERVICES. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens. Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

5. TRANSPORTATION AND STORAGE OF PRODUCTS. (a) When Products are ready for shipment, Siemens will:

(i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location. Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement. Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

9. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or other property of Buyer (or Site Owner) is considered third party property. Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

10. WARRANTIES.

(a) Warranties. Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) Remedies. If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) Warranty Period. Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) Exclusions from Warranty Coverage. The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light

bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS,

AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS. IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

12. PATENT AND COPYRIGHT INFRINGEMENT.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing. Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

13. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, knowhow, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Siemens Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Siemens Products and Services performed or installed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

14. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

15. CHANGES IN SIEMENS PRODUCTS AND SERVICES. No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

16. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

17. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

18. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

19. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER

KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

20. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

21. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

22. NUCLEAR. In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

(i) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(ii) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

b) Waivers by Buyer: neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens. In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

(c) Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

(d) Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

23. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

24. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

25. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply. Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances. Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

26. ASBESTOS. The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(a) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(b) Prior to Siemens' commencement of Services at any Site:

(i) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(ii) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens:

(i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(c) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(d) Siemens makes no representation that it is licensed to abate ACM.

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

27. THIRD PARTY PARTS. Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

28. PRODUCT RETURNS. Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its

obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

"Although we are working hard to meet the delivery and performance dates mentioned above, temporary delays in delivery and service performance concerning us and/or our suppliers/sub-contractors may occur as a result of the Covid-19 Virus. Therefore, the delivery/performance date (mentioned above) is non-binding. The delivery/performance is subject to uninterrupted supply chain, production and logistics and may be postponed. Also, we reserve the right to partial delivery/performance of service. If you have questions, please get in touch with your local Siemens contact."

 **WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov**