

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, April 16, 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
Pledge of Allegiance	Gregg
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	Gregg

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, staff member 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 03-19-26 | |
| 2. Receive, Approve and File March 2026 Disbursement | Wang |

Public Hearing

Gregg

3. Second Reading Ordinance 001
4. Second Reading 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.

5. **Recommendation To Adopt Ordinance 001- Rules And Regulations For Sewer Service** Wang
It is recommended that the Board of Commissioners Adopt Ordinance 001- Rules and Regulations for Sewer Service.
6. **Recommendation To Adopt Ordinance 002- Connection Fees** Wang
It is recommended that the Board of Commissioners Adopt Ordinance 002- Connection Fees.
7. **Recommendation that the Board of Commissioners to authorize the General Manager to approve Change Order No. 1 to the existing contract with National Coating & Lining Company for the lining of ten (10) additional existing 48-inch manholes located along Highway 18 in Apple Valley, California, in the amount of \$65,050.00.** Laari
It is recommended that the Board of Commissioners authorize the General Manager to approve Change Order No. 1 to the existing contract with National Coating & Lining Company for the lining of ten (10) additional existing 48-inch manholes located along Highway 18 in Apple Valley, California, in the amount of \$65,050.00.
8. **Recommendation to authorize the General Manager to approve the purchase of a Turblex high-efficiency single-stage centrifugal air blower, model ka22sv-gl225 from Howden, using sole source pricing and standardization per VVWRA's policy, for an amount not to exceed \$855,000 which includes all taxes and shipping.** Tompkins
Recommendation to authorize the General Manager to approve the purchase of a Turblex high-efficiency single-stage centrifugal air blower, model KA22SV-GL225 from Howden, using sole source pricing and standardization per VVWRA's purchasing policy, for an amount not to exceed \$855,000 which includes all taxes and shipping.
9. **Recommendation to amend the 2026 Board Schedule** Casteel

10. **Recommendation to adopt Resolution 2026-07 Resolution of appreciation for Casteel Dr. Kimberly Cox**

It is recommended that the Board of Commissioners adopt Resolution 2026-07-Recognition and Appreciation of Dedicated Service for Dr. Kimberly Cox

Staff Reports

General Managers Report

Adjournment

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: April 16, 2026

Receive, Approve and File Minutes

SUBJECT:

- **Regular Board Meeting 03-19-26**

Attachments

2026.03.19 Minutes

**MINUTES OF MEETING
MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)
March 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	Scott Nassif, Secretary
CITY OF VICTORVILLE	Corrine Mora, Treasurer

VWVRA Staff and Legal Counsel:

Darron Poulsen, General Manager
Kody Tompkins, Director of
Operations & Maintenance
Kristi Casteel, Executive Assistant
Piero Dallarda, Legal Counsel
(BB&K)
Derek Evans, E&I Technician

David Wylie, Safety &
Communications Officer
Latif Laari, Environmental
Compliance Manager
Xiwei Wang, Accounting Supervisor
Cycle Palazzo, Management Analyst
Kyle Parker, Lead Accountant

Guests

Guy Eisenberg, Town of Apple Valley
Daniel Best, City of Victorville
Cassandra, Sanchez, City of Hesperia
Rachel Molina, City of Hesperia

Scott Webb, City of Victorville
Jenele Davidson, City of Victorville
Fredy Bonilla, City of Victorville

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:

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

Moved: Commissioner Nassif Second: Commissioner Higgins

Approval of the Consent Calendar Items 2 and 3.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

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.

Moved: Commissioner Higgins Second: Commissioner Nassif

Approval of the Consent Calendar Items 2 and 3.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

PUBLIC HEARING

4. Ordinance 001

Chair Gregg opened the Public Hearing at 8:36 am.

The Secretary of the Board confirmed the posting and publication of the Public Hearing Notice as required by law.

A brief oral presentation was given on Ordinance 001 and the changes being made.

Chair Gregg asked if there were any comments from the public. There were no public comments.

Chair Gregg closed the public hearing at 8:36 am.

Motion to Schedule Second Hearing of Ordinance 001: Adoption of Sewer User Charge

Moved: Commissioner Higgins

Second: Commissioner Nassif

Motion to authorize the General Manager to schedule the second reading of Ordinance 001: Adoption of Sewer User Charge for April 16, 2026 at 8:30 AM

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

5. Ordinance 002

Chair Gregg opened the Public Hearing at 8:40 am.

The Secretary of the Board confirmed the posting and publication of the Public Hearing Notice as required by law.

A brief oral presentation was given on Ordinance 002 and the changes being made.

Chair Gregg asked if there were any comments from the public. There were no public comments.

Chair Gregg closed the public hearing at 8:42 am.

Motion to Schedule Second Hearing of Ordinance 002: Connection Fees

Moved: Commissioner Higgins

Second: Commissioner Nassif

Motion to authorize the General Manager to schedule the second reading of Ordinance 002: Connection Fees for April 16, 2026 at 8:30 AM

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

ACTION ITEMS

- 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**

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.

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval 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.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

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

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

Moved: Commissioner Higgins

Second: Commissioner Nassif

Approval to adopt Resolution 2026-05 to approve the amendment to the Victor Valley Wastewater Reclamation Authority's ("VVWRA") Personnel Rules and Regulations section 7.22 (stability pay) to ensure compliance with CalPERS requirements.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

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

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.

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval to 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.

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

- 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**

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

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval 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

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

- 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**

It is recommended that the Board of Commissioners 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)

Moved: Commissioner Nassif

Second: Commissioner Higgins

Approval to 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)

Chair Gregg- Yes

Commissioner Higgins - Yes

Commissioner Nassif- Yes

Commissioner Mora - Yes

Motion passed by a 4-0 roll call vote

REPORT FROM CLOSED SESSION

Nothing to report

ADJOURNMENT

APPROVAL:

DATE: April 16, 2026 **BY:** _____
Approved by Scott Nassif Secretary
VVWRA Board of Commissioners



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: April 16, 2026

SUBJECT: **Receive, Approve and File March 2026 Disbursement**

Attachments

March 26



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: April 16, 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 MARCH 2026, check numbers 126584-126630 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$124,068.40</i>	<i>\$1,100,003.18</i>	<i>\$619,501.42</i>	<i>\$1,843,573.00</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 03/1/2026 through 03/31/2026

Vendor Name	Payment #	Date	Total
Adscot Pest Control, Inc.	126584	03/05/2026	1,596.00
Arcwood Environmental, Llc	126585	03/05/2026	7,956.78
Big Sky Electric	126586	03/05/2026	11,083.00
Cwea	126587	03/05/2026	335.00
Geotab Usa, Inc	126588	03/05/2026	369.00
Graham Equipment	126589	03/05/2026	9,280.30
Greater High Desert Chamber Of Commerce	126590	03/05/2026	690.00
Hesperia Unified School District	126591	03/05/2026	190.78
Hi-Desert Communications	126592	03/05/2026	150.00
High Desert Lock & Safe	126593	03/05/2026	260.25
Napa Victorville	126594	03/05/2026	367.53
Pete'S Road Service, Inc.	126595	03/05/2026	296.50
Shredyourdocs.Com	126596	03/05/2026	108.00
The Woodall Group Inc.	126597	03/05/2026	75.00
Uline, Inc.	126598	03/05/2026	1,957.85
Verizon Wireless	126599	03/05/2026	3,851.95
World Oil Environmental Services	126600	03/05/2026	173.00
Answering 365	126601	03/12/2026	214.75
Apex Rentals	126602	03/12/2026	65.09
Atmospheric Analysis And Consulting	126603	03/12/2026	1,623.00
High Desert Lock & Safe	126604	03/12/2026	882.89
Konica Minolta Business Solutions	126605	03/12/2026	238.98
Quill Corporation	126606	03/12/2026	334.50
Rain For Rent	126607	03/12/2026	2,716.40
Southern Counties Lubricants	126608	03/12/2026	2,661.92
Consibio Inc	126609	03/18/2026	14,457.00
Freeus Llc	126610	03/18/2026	721.09
Hat Trix	126611	03/18/2026	3,538.82
Ponton Industries, Inc.	126612	03/18/2026	4,349.07
Southern Counties Lubricants	126613	03/18/2026	1,392.12
Total Air Analysis, Inc.	126614	03/18/2026	9,250.00
Uline, Inc.	126615	03/18/2026	242.93
United Rentals Northwest, Inc	126616	03/18/2026	886.31
Wageworks, Inc	126617	03/18/2026	79.93
Apex Rentals	126618	03/24/2026	54.24
Arcwood Environmental, Llc	126619	03/24/2026	1,555.04
City Of Victorville / Utility Billing	126620	03/24/2026	20,335.21
Duperon Corporation	126621	03/24/2026	964.71
Geotab Usa, Inc	126622	03/24/2026	369.00
Guardian	126623	03/24/2026	632.21
Jonco Enterprises Inc.	126624	03/24/2026	6,610.00
Mojave Desert A.Q.M.D.	126625	03/24/2026	1,518.54
Multi W Systems, Inc	126626	03/24/2026	1,059.99
Napa Victorville	126627	03/24/2026	130.31
Rush Truck Centers Of California, Inc	126628	03/24/2026	1,147.83
Swains Electric Motor Service	126629	03/24/2026	6,925.58
T.R. Stewart Corp	126630	03/24/2026	370.00
		Total Checks	\$ 124,068.40
Applied Maintenance Supplies & Solution	24441	03/06/2026	\$ 318.12
B&K Electric Wholesale	24442	03/06/2026	\$ 217.11
Bargain Byte	24443	03/06/2026	\$ 2,828.24
Biogas Power Systems- Mojave, Llc	24444	03/06/2026	\$ 64,119.27
Brightview Landscape Services Inc	24445	03/06/2026	\$ 11,333.33
California School Veba	24446	03/06/2026	\$ 705.62
Caltrol, Inc.	24447	03/06/2026	\$ 1,980.00
Cintas Corporation	24448	03/06/2026	\$ 764.78

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 03/1/2026 through 03/31/2026

Vendor Name	Payment #	Date	Total
D.K.F. Solutions Group, Llc	24449	03/06/2026	\$ 500.00
Digi-Key Corp	24450	03/06/2026	\$ 907.07
Fha Services, Inc.	24451	03/06/2026	\$ 178.00
Grainger	24452	03/06/2026	\$ 1,375.60
Hach Company	24453	03/06/2026	\$ 9,851.97
Howden Usa Company	24454	03/06/2026	\$ 1,977.08
Mcmaster-Carr Supply Co.	24455	03/06/2026	\$ 871.84
Ndk Chem, Inc.	24456	03/06/2026	\$ 13,844.93
Netgain Networks, Inc	24457	03/06/2026	\$ 2,100.00
Pro Automation Co.	24458	03/06/2026	\$ 12,332.87
Prudential Overall Supply	24459	03/06/2026	\$ 900.58
Quinn Company	24460	03/06/2026	\$ 180.00
Soffa Electric, Inc	24461	03/06/2026	\$ 26,222.00
Sturdivan Emergency Management Llc	24462	03/06/2026	\$ 14,857.16
T-Mobile	24463	03/06/2026	\$ 116.76
Tompkins, Kody	24464	03/06/2026	\$ 387.00
Walters Wholesale Electric	24465	03/06/2026	\$ 1,648.22
Water Resources Economics	24466	03/06/2026	\$ 267.50
Wp Products Dbw Western Pacific Products	24467	03/06/2026	\$ 1,635.50
Alumichem Usa Inc	24468	03/13/2026	\$ 21,341.10
Applied Maintenance Supplies & Solution	24469	03/13/2026	\$ 80.16
Best, Best & Krieger, L.L.P.	24470	03/13/2026	\$ 52,750.71
C.S. Amsco	24471	03/13/2026	\$ 7,411.22
Cintas Corporation	24472	03/13/2026	\$ 813.85
Desert Pumps & Parts, Inc.	24473	03/13/2026	\$ 14,948.00
Dxp Enterprises	24474	03/13/2026	\$ 10,970.26
Evoqua Water Technologies Llc	24475	03/13/2026	\$ 984.38
Grainger	24476	03/13/2026	\$ 3,455.92
Hach Company	24477	03/13/2026	\$ 4,390.57
Larry Walker Associates	24478	03/13/2026	\$ 28,467.75
Mcmaster-Carr Supply Co.	24479	03/13/2026	\$ 575.49
Muniquip Llc	24480	03/13/2026	\$ 8,159.34
Ndk Chem, Inc.	24481	03/13/2026	\$ 11,738.47
Pape Material Handling, Inc. (Prev. Yale)	24482	03/13/2026	\$ 17,563.13
Polydyne Inc.	24483	03/13/2026	\$ 8,304.15
Prudential Overall Supply	24484	03/13/2026	\$ 900.58
Tomorrow'S Talent	24485	03/13/2026	\$ 3,500.00
Victor Valley Wastewater Employees Assoc	24486	03/13/2026	\$ 1,044.00
A.D.S. Corp.	24487	03/19/2026	\$ 8,580.00
Adt Commercial	24488	03/19/2026	\$ 613.11
American Express	24489	03/19/2026	\$ 27,682.55
Anaergia Technologies, Llc	24490	03/19/2026	\$ 30,000.00
Anthony, Donna	24491	03/19/2026	\$ 264.31
Babcock Laboratories, Inc.	24492	03/19/2026	\$ 21,692.07
Billings, Richard	24493	03/19/2026	\$ 409.00
Brenntag Pacific, Inc	24494	03/19/2026	\$ 745.23
Bsk Associates	24495	03/19/2026	\$ 4,737.00
Cdw Government, Inc	24496	03/19/2026	\$ 9,169.68
Collicutt Energy Services Inc	24497	03/19/2026	\$ 51,053.82
Consumers Pipe & Supply, Co.	24498	03/19/2026	\$ 1,677.91
Coromina, Robert	24499	03/19/2026	\$ 409.00
Correia, Linda	24500	03/19/2026	\$ 409.00
Culligan Water Conditioning	24501	03/19/2026	\$ 996.60
Dagnino, Roy	24502	03/19/2026	\$ 409.00
Davis, Tim	24503	03/19/2026	\$ 409.00
Flint, Terrie Gossard	24504	03/19/2026	\$ 409.00
G.A. Osborne Pipe & Supply	24505	03/19/2026	\$ 543.62

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 03/1/2026 through 03/31/2026

Vendor Name	Payment #	Date	Total
Grainger	24506	03/19/2026	\$ 471.60
Gyurcsik, Darline	24507	03/19/2026	\$ 409.00
Hach Company	24508	03/19/2026	\$ 3,947.74
Hinojosa, Thomas	24509	03/19/2026	\$ 409.00
Hoch Consulting	24510	03/19/2026	\$ 2,328.75
Keniston, Olin	24511	03/19/2026	\$ 409.00
Main, Randy	24512	03/19/2026	\$ 409.00
Mcgee, Mark	24513	03/19/2026	\$ 409.00
Mcgrath Rentcorp	24514	03/19/2026	\$ 7,599.19
Mcmaster-Carr Supply Co.	24515	03/19/2026	\$ 548.62
Montgomery, Lillie	24516	03/19/2026	\$ 319.29
Nalian, L. Christina	24517	03/19/2026	\$ 319.29
Nave, Patrick	24518	03/19/2026	\$ 409.00
Ndk Chem, Inc.	24519	03/19/2026	\$ 26,398.46
Netgain Networks, Inc	24520	03/19/2026	\$ 37,859.19
Opengov, Inc	24521	03/19/2026	\$ 28,852.27
Pape Material Handling, Inc. (Prev. Yale)	24522	03/19/2026	\$ 17,563.13
Prudential Overall Supply	24523	03/19/2026	\$ 901.70
Royal Industrial Solutions	24524	03/19/2026	\$ 2,040.26
Saddleback Environmental Equipment, Inc.	24525	03/19/2026	\$ 9,535.00
Trimax Systems, Llc	24526	03/19/2026	\$ 8,900.00
U.S. Bank	24527	03/19/2026	\$ 19,650.95
Walters Wholesale Electric	24528	03/19/2026	\$ 270.87
Westair Gases & Equipment	24529	03/19/2026	\$ 394.04
Applied Maintenance Supplies & Solution	24530	03/25/2026	\$ 2,143.04
Beck Oil, Inc.	24531	03/25/2026	\$ 2,972.21
Broyhill Equipment Llc	24532	03/25/2026	\$ 401.13
Cintas Corporation	24533	03/25/2026	\$ 2,159.84
Collicutt Energy Services Inc	24534	03/25/2026	\$ 6,048.40
Dxp Enterprises	24535	03/25/2026	\$ 91.35
Grainger	24536	03/25/2026	\$ 4,763.48
Hach Company	24537	03/25/2026	\$ 2,068.54
Howden Usa Company	24538	03/25/2026	\$ 38,324.15
Mcmaster-Carr Supply Co.	24539	03/25/2026	\$ 982.98
Prudential Overall Supply	24540	03/25/2026	\$ 897.54
Rockwell Solutions	24541	03/25/2026	\$ 7,738.55
Royal Industrial Solutions	24542	03/25/2026	\$ 1,801.12
Tomorrow'S Talent	24543	03/25/2026	\$ 8,330.00
Underground Service Alert Of Southern California	24544	03/25/2026	\$ 59.45
Victor Valley Wastewater Employees Assoc	24545	03/25/2026	\$ 1,044.00
Westair Gases & Equipment	24546	03/25/2026	\$ 940.97
Bluetriton Brands, Inc	DFT05239	03/05/2026	\$ 1,235.53
Konica Minolta Business Solutions	DFT05240	03/05/2026	\$ 391.50
Liberty Utilities	DFT05241	03/05/2026	\$ 134.05
Liberty Utilities	DFT05242	03/05/2026	\$ 93.73
Southwest Gas Company	DFT05243	03/05/2026	\$ 37,207.25
Southwest Gas Company	DFT05244	03/05/2026	\$ 101,239.01
Town Of Apple Valley	DFT05245	03/05/2026	\$ 420.00
Ups	DFT05246	03/05/2026	\$ 329.31
Nationwide Retirement Solutions	DFT05247	03/06/2026	\$ 900.00
Flyers Energy, Llc	DFT05251	03/12/2026	\$ 1,573.55
Hesperia Water District	DFT05252	03/12/2026	\$ 717.90
Liberty Utilities	DFT05253	03/12/2026	\$ 1,020.24
Southern California Edison	DFT05254	03/12/2026	\$ 102,492.02
Southern California Edison	DFT05255	03/12/2026	\$ 866.42
At&T Mobility	DFT05256	03/19/2026	\$ 218.70
Enterprise Fm Trust	DFT05257	03/20/2026	\$ 14,686.78

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 03/1/2026 through 03/31/2026

Vendor Name	Payment #	Date	Total
Southern California Edison	DFT05258	03/19/2026	\$ 26,227.35
Southern California Edison	DFT05259	03/20/2026	\$ 1,908.62
Southern California Edison	DFT05260	03/20/2026	\$ 25,651.19
Southwest Gas Company	DFT05261	03/20/2026	\$ 43.18
Southwest Gas Company	DFT05262	03/20/2026	\$ 57.21
Southwest Gas Company	DFT05263	03/20/2026	\$ 93.63
Nationwide Retirement Solutions	DFT05265	03/20/2026	\$ 900.00
Ups	DFT05264	03/19/2026	\$ 445.38
Total EFT's and ACH			\$ 1,100,003.18

Approved



Total Checks	\$ 124,068.40
Total EFT's and ACH	\$ 1,100,003.18
Total Payroll - March 2026	\$ 619,501.42
Total	\$ 1,843,573.00



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: April 16, 2026

SUBJECT: **Second Reading Ordinance 001**



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: April 16, 2026

SUBJECT: **Second Reading Ordinance 002**



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VWVRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Xiwei Wang, Director of Finance
DATE: April 16, 2026
SUBJECT: **Recommendation To Adopt Ordinance 001- Rules And Regulations For Sewer Service**

Fiscal Impact N/A

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners Adopt Ordinance 001- Rules and Regulations for Sewer Service.

PREVIOUS ACTION(S)

March 19, 2026- The Board authorized the first reading of Ordinance 001.

April 16, 2026- The Board authorized the second reading of Ordinance 001.

BACKGROUND INFORMATION

It is recommended that the Board of Commissioners Adopt Ordinance 001- Rules and Regulations for Sewer Service.

Attachments

VWVRA-Ordinance 001-2026-3_3_26 Final

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

AMENDED: 05/27/93

AMENDED: 05/26/94

AMENDED: 03/30/95

AMENDED: 05/23/96

AMENDED: 08/27/97

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
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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 Staff Report

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Xiwei Wang, Director of Finance
DATE: April 16, 2026
SUBJECT: **Recommendation To Adopt Ordinance 002- Connection Fees**

Fiscal Impact N/A

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners Adopt Ordinance 002- Connection Fees.

PREVIOUS ACTION(S)

March 19, 2026- The Board authorized the first reading of Ordinance 002.

April 16, 2026- The Board authorized the second reading of Ordinance 002.

BACKGROUND INFORMATION

It is recommended that the Board of Commissioners Adopt Ordinance 002- Connection Fees.

Attachments

VVWRA-Ordinance 002-Connection Fees-2026

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: VWVRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Latif Laari, Director of Engineering & Environmental Compliance

DATE: April 16, 2026

SUBJECT: **Recommendation that the Board of Commissioners to authorize the General Manager to approve Change Order No. 1 to the existing contract with National Coating & Lining Company for the lining of ten (10) additional existing 48-inch manholes located along Highway 18 in Apple Valley, California, in the amount of \$65,050.00.**

Fiscal Impact Yes

Account Code: 01-02-000-9000-9999 R177

Funds Budgeted/ Approved: Yes

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to approve Change Order No. 1 to the existing contract with National Coating & Lining Company for the lining of ten (10) additional existing 48-inch manholes located along Highway 18 in Apple Valley, California, in the amount of \$65,050.00.

PREVIOUS ACTION(S)

1/29/2026: Award of a contract to National Coating & Lining Company for the rehabilitation of twenty (20) manholes in the amount of \$130,100.00

BACKGROUND INFORMATION

In July 2020, Carollo Engineers completed a Level 2 Manhole Assessment Certification Program (MACP) inspection of 62 sanitary sewer manholes along the Apple Valley Interceptor System. The results showed a clear need for rehabilitation: 58 of the 62 manholes, or 94 percent, were rated Grade 4 or Grade 5 for structural defects, and 5 manholes received the most severe Grade 5 rating, indicating a significant risk of structural failure.

The primary defects identified included microbiologically induced corrosion from hydrogen sulfide exposure, detachment and delamination of the lining, circumferential and longitudinal cracking, exposed reinforcement and aggregate, infiltration staining, and structural voids and holes.

Pursuant to staff's Request for Quote issued on PlanetBids on October 14, 2025, two responsive and responsible bids were received by November 3, 2025. This contract, awarded to National Coating & Lining Company on January 29, 2026, addressed rehabilitation of twenty (20) critical manholes selected in Phase 1 of the phased rehabilitation program. These manholes represented the first group of the highest-priority assets, including those with Grade 5 ratings and the most

critical Grade 4 defects.

The work completed by National Coating & Lining Company to date has been exemplary, and staff requested that the contractor submit a phase 2 change order to continue the same rehabilitation work on ten (10) additional manholes. National Coating & Lining Company submitted a quote in the amount of \$65,050.00 to rehabilitate the next group of ten (10) existing 48-inch manholes located along Highway 18 in Apple Valley, California.

At the conclusion of this work during Fiscal Year 2026, a total of 30 manholes will have been rehabilitated, with the remaining manholes scheduled for rehabilitation in Fiscal Year 2027.

It is recommended that the Board of Commissioners authorize the General Manager to approve Change Order No. 1 to the existing contract with National Coating & Lining Company for the lining of ten (10) additional existing 48-inch manholes located along Highway 18 in Apple Valley, California, in the amount of \$65,050.00.

Attachments

Change Order 1 Quote



**SoCal Pacific Construction Corp dba
National Coating & Lining Company**

26713 Madison Ave
Murrieta, CA 92562
Telephone: (951) 471-3388
Fax: (951) 471-3779
www.nc-lc.com

April 1, 2026

DIR Registration #1000013795

Victor Valley Wastewater Reclamation Authority

Attention: Daniel Enriquez

Quote No: NCLC7996-PCO1
Job # 20903

Regarding: Lining of (10) existing 48" manholes avg depth 12.1' in place, located at HWY 18, Apple Valley California.

Scope: Hydroblast structure interiors @ 5,000 PSI to remove contamination, apply high early mortar as needed to restore surface, followed by 125 mils Warren Epoxy 301-14 per manufacturer's instructions. Spark test while on site @ 12,500 volts and repair as needed.

Price Schedule

(10) 48" x 12.1' Rehab & MH Linings @ \$6,505.00 each: \$65,050.00

Total Quote: \$65,050.00

Note: Includes Existing Coating Removal. This proposal is valid for 60 days.

Exceptions/Exclusions to above bid are as noted: sewer by-pass or diversion, all rebar repair and replacement, water infiltration, re-channeling, manhole location and excavation, manhole ring & cover replacement, construction water, third party inspection cost, storm water compliance and all other work not listed in scope. Drive up access is required.

Payment Terms Net 30 days based on progress billings from the date of our invoice.

Sincerely,
Ben Castino
Cell: (951) 319-1029
Email: bcastino@nc-lc.com

If this quote, all pricing, requirements, terms and conditions are acceptable, sign below indicating your acceptance and authorization for SoCal Pacific Construction Corp. dba National Coating & Lining Co. to complete the work described in this quotation.

AGREED AND ACCEPTED:

Company Name: _____ Date: _____

Name/Title: _____ Signature: _____



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Ray Lopez, Maintenance Supervisor

DATE: April 16, 2026

SUBJECT: **Recommendation to authorize the General Manager to approve the purchase of a Turblex high-efficiency single-stage centrifugal air blower, model ka22sv-gl225 from Howden, using sole source pricing and standardization per VVWRA's policy, for an amount not to exceed \$855,000 which includes all taxes and shipping.**

Fiscal Impact Yes

Account Code: 01-02-535-9015-9999

Funds Budgeted/ Approved: Yes

STAFF RECOMMENDATION

Recommendation to authorize the General Manager to approve the purchase of a Turblex high-efficiency single-stage centrifugal air blower, model KA22SV-GL225 from Howden, using sole source pricing and standardization per VVWRA's purchasing policy, for an amount not to exceed \$855,000 which includes all taxes and shipping.

PREVIOUS ACTION(S)

N/A

BACKGROUND INFORMATION

The purpose of this recommendation is to ensure that VVWRA's aeration system operates at optimal efficiency and reliability by addressing the limitations of the current electric blower. The existing blower is undersized for the plant's current and projected air demand, which creates several operational challenges. Insufficient air supply compromises biological treatment efficiency and may impact compliance with regulatory discharge standards. Additionally, the electric blower is operating near or beyond its design limits, leading to excessive energy consumption and higher operating costs. Continuous overloading accelerates wear and tear, increasing the likelihood of unplanned downtime and costly repairs. Furthermore, as influent flows and loading increase, the current blower cannot meet future aeration requirements, risking process instability.

By installing a higher-capacity Turblex electric blower on aeration basins 1 through 8, we will be able to separate the air demand between basins 1 through 8 and basins 9 through 12. This separation will allow basins 9 through 12 to operate in ammonia control mode, which will optimize aeration efficiency and significantly reduce energy costs. Additionally, replacing the current electric blower with a Turblex unit will bring upgraded controls for all three blowers serving basins 1 through 8. The existing

controls for blowers two and three are outdated and need to be modernized to enable ammonia control on basins 1 through 8 as well with future modifications to the air delivery system. These improvements will enhance process stability, reduce energy consumption, and align with VVWRA's goals for sustainability, operational reliability, and cost-effectiveness.

Sole source pricing and standardization will be utilized via VVWRA's purchasing policy for this purchase. The quote and sole source letter provided by Howden USA are attached (Exhibit 1) (Exhibit 2). This item was budgeted to be purchased this fiscal year.

This recommendation is to authorize the General Manager to approve the purchase of a Turblex high-efficiency single-stage centrifugal air blower, model KA22SV-GL225 from Howden, using sole source pricing and standardization per VVWRA's purchasing policy, for an amount not to exceed \$855,000 which includes all taxes and shipping.

Attachments

Exhibit 1

Exhibit 2

TURBLEX®

a Howden Brand



Proposal

Victor Valley WRA

Howden USA Company

To: Victor Valley WRA
For: Mauricio Marin
Project: Victor Valley WRA Blower

Our reference Howden: 377347 Rev.1
Your ref:
Date: March 19, 2026

Contact: Jim Trace
Tel: +1 765 827 9200
E-Mail: jim.trace@chartindustries.com

Revolving Around You™



Howden
A Chart Industries Company

Proposal

Bid Ref. No.: Victor Valley WRA

Location: Victor Valley, CA

Howden Ref. No.: 377347 Rev.1

Date: 3/19/2026

Represented by: Matt Bentley

Goble Sampson

Riverside, Ca

Phone: 704 650 7332

Email: mbentley@goblesampson.com

KA22SV-GL225 Single Stage Integrally-Geared Centrifugal Blower per Howden's Standard Specification

One (1) Turblex high efficiency single-stage centrifugal air blower, model KA22SV-GL225, accessories and controls with variable diffusers for variable output capacity control and inlet guide vanes to provide a Dual Point Control™ system for efficiency optimization and minimized power consumption. The blower is designed for a capacity of 9,200 scfm at 8 psig.

Standard Major Skid Components (pre-piped and pre-wired):

Turblex blower air-end and integral speed increasing gearbox

500 HP Prem. Eff. main drive electric motor:

- 460v/60hz/3ph
- 3600 RPM
- TEFC enclosure
- Antifriction bearings
- 40°C ambient rated motor
- 1.15 Service Factor
- Suitable for 60% reduced voltage start

Coupling and guard

Oil lube system with electrical and mechanical oil pump, water-to-oil cooler with motorized cooling water shut-off ball valve & thermostatic mixing valve, and duplex oil filter

Standard Skid Instrumentation (pre-piped and pre-wired):

Blower gearbox RTD's

Blower gearbox vibration X-Y-Z probe/transmitters

Blower gearbox velometer

Motor bearing RTD's

Motor bearing velometer, Each End

Oil filter restriction indicator/switch

Inlet temperature transmitter

Oil reservoir temperature transmitter

Inlet pressure transmitter

Discharge pressure transmitter

Motor current transmitter

Low/Low-Low oil pressure switch

Surge switch

Low oil level switch

Reverse rotation switch

Inlet temperature gauge

Oil temperature gauge

Water in temperature gauge

Water out temperature gauge

Discharge pressure gauge

Oil pressure gauge

Shipped Loose Components (for each blower, shipped loose for field mounting and wiring by others):

Main drive motor starter, NEMA 12

Set of vibration isolators, seismically rated

Turblex design, 2 stage local inlet filter/silencer

Inlet flex connector, Howden standard, galv.

Discharge expansion joint, EPDM

Discharge cone silencer, CS

Blow-off valve, 480v/60hz/3ph electric-actuated, wafer

Turblex style blow-off silencer

Discharge isolation valve, 480v/60hz/3ph electric-actuated, wafer

Discharge check valve, wafer

Inlet filter differential pressure switch/gauge assembly (1 per stage)

Tools and Spare Parts:

One (1) Set of special tools

Local Control Panels (shipped loose for field mounting by contractor):

Each blower includes a remote mounted NEMA 12 Local Control Panel with A-B CompactLogix programmable logic controller that will contain the start-stop permissive sequence, surge alarms, all safety monitoring and shutdown controls. Starters and controls for variable vanes and electric oil pump are included. Panel door mounted items include Panelview Plus 7, 10.4" operator interface monitor, main disconnect, and emergency stop. Hourmeter on blower termination enclosure. A 480v/60hz/1ph 30 amps power supply is required (and the panel is a UL listed assembly).

Paint:

Manufacturer's standard finish.

Start-up and Onsite Services:

Start-up and operator training is included per Howden standards. Additional service is available per Howden Service Rate schedule.

- One (1) trip - Three (3) days total onsite (assume 8 hr days, Mon-Fri) for startup and commissioning of the blower.

Factory Tests (Non-witnessed): (for additional or witness testing, contact Howden)

Factory Standard Test - air-end/gearbox, Frankenthal, Germany – Non-witnessed

Functional Control Panel Test – Beasley, TX – Non-witnessed

Lubrication System Mechanical Run Test – Beasley, TX – Non-witnessed

Main Drive Motor Routine Test – Motor Manufacturer Facility – Non-witnessed

Payment Terms:

25% upon PO acceptance

10% upon release of submittal to customer

20% upon receipt of raw materials, including: gearing, casings, and impellers

25% upon successful completion of air-end mechanical factory test in Frankenthal, Germany

10% at time of final shipment

10% at time of start-up, not to exceed 6 months after final shipment.

Terms are 100% of invoiced value without deduction and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. The equipment shall be deemed accepted in the event that the Seller's equipment is placed into commercial operation other than for any required testing and commissioning. Supplier retains the right to file a lien on the equipment or suspend the work in progress due to non-payment by Contractor. Quote is subject to an acceptable credit check.

Drawings and Shipment:

Submittal for approval will be in 10-12 weeks after acceptance of the order by Howden. Howden requires that comments/approval are made in no more than 3 weeks to not compromise project scheduling. Shipment will be 42-46 weeks after approved submittal.

Extended Shipment:

Add one percent (1%) escalation for each partial or full quarter that shipment is extended beyond one year after order acceptance.

Warranty:

Warranties will expire eighteen (18) months after shipment or twelve (12) months after start-up (which shall be the Howden certified date the equipment is available for beneficial use), whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Howden standard terms and conditions.

Order of Precedence:

In the case of conflict and/or ambiguity between any sections of this proposal, the following shall be the priority:

- a) Howden Proposal dated March 19th, 2026.
- b) Howden North American Standard Terms & Conditions.

Items Not Included:

Installation, duties, taxes, loading or unloading, flow meters, gaskets or hardware for piping or valve installation, anchor bolts or embedded anchors, seismic calculations, interconnecting wiring for remote LCP, oil accumulator, interconnecting pipe, louvers, starters or VFDs, temporary items required for field acceptance tests (temporary instruments, devices, piping, motors, utilities etc), fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants (other than listed above), or any other items not specifically listed above.

Notes/Clarifications:

1. Howden's new standard IGV & VD actuator arrangement uses internal position transmitters which eliminates the necessity of external limit switches, and eliminated the associated calibrated dial position indicator.
2. Howden's offer includes both Inlet and Discharge Pressure indicating transmitters (IFM). The LCP logic will display the differential pressure using the outputs of these devices. Differential pressure transmitter is not included.
3. Due to the upcoming administration changes, the proposed quote price and lead time is subject to adjustment by Howden for the increase in material/shipping costs and other costs, including, but not limited to, increased costs of raw materials, increased freight costs, and new or increased tariffs. Any adjustments to the final contract price due to these matters shall be established by Howden and borne by buyer.
4. Transfer of title will happen at time of final milestone payment.
5. Construction per Howden's standard design and materials.
6. Electronic O&M is included in this proposal
7. Howden's standard IFM transmitters are provided.
8. Seismically rated vibration isolators are included. Anchor bolts and PE seismic calculations are not included.
9. Master Control Panel and aeration equipment require further discussion and an adder to be provided later.
10. Quantity 24 Flow Control valves (6") provided as an adder for reference. Project 3081T P&ID's originally includes a total of 12 valves (four 8" valves and eight 6" valves). Further discussion is required to be able to accurately quote.
11. Factory Standard Testing provided. PTC-10 is not provided.
12. Benshaw RVSS provided as ABB is unable to handle the full-load amps required for this application.

Price:

Price is **\$656,089**, Terms of Delivery DAP Jobsite per INCOTERMS 2020. This proposal is valid for 60 days. This proposal is based upon the attached Howden terms and conditions as further restricted or limited to the conditions of this proposal.

Proposal

Optional Items:

Flow Control Valve • Quantity: 24 • 6" Auma/Bray Electrically-actuated Valves for modulation • 3081T P&ID's originally includes a total of 12 valves (four 8" valves and eight 6" valves). Further discussion is required to be able to accurately quote.	\$118,860
Master Control Panel (shipped loose for field mounting by contractor): One (1) NEMA 12 Master Control Panel with A-B CompactLogix programmable logic controller, inputs and outputs to control the on-line blowers and other specified equipment. Panel door mounted items include color Allen Bradley PanelView color operator interface monitor and main disconnect. A 120v/60hz/1ph 30 amp power supply is required (and the panel is a UL listed assembly). MCP to match the same functionality as existing panel. MCP control is assumed as per the marked-up P&ID.	\$124,371
Field Services One (1) trip - eight (8) days total onsite (assume 8 hr days, Mon-Fri) for basin tuning.	\$23,098

Name: Jim Trace, Environmental Sales Director
Phone: +1 765 827 9200
Email: jjim.trace@chartindustries.com

PROPOSAL DRAWING

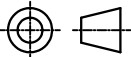
~NOT FOR CONSTRUCTION~

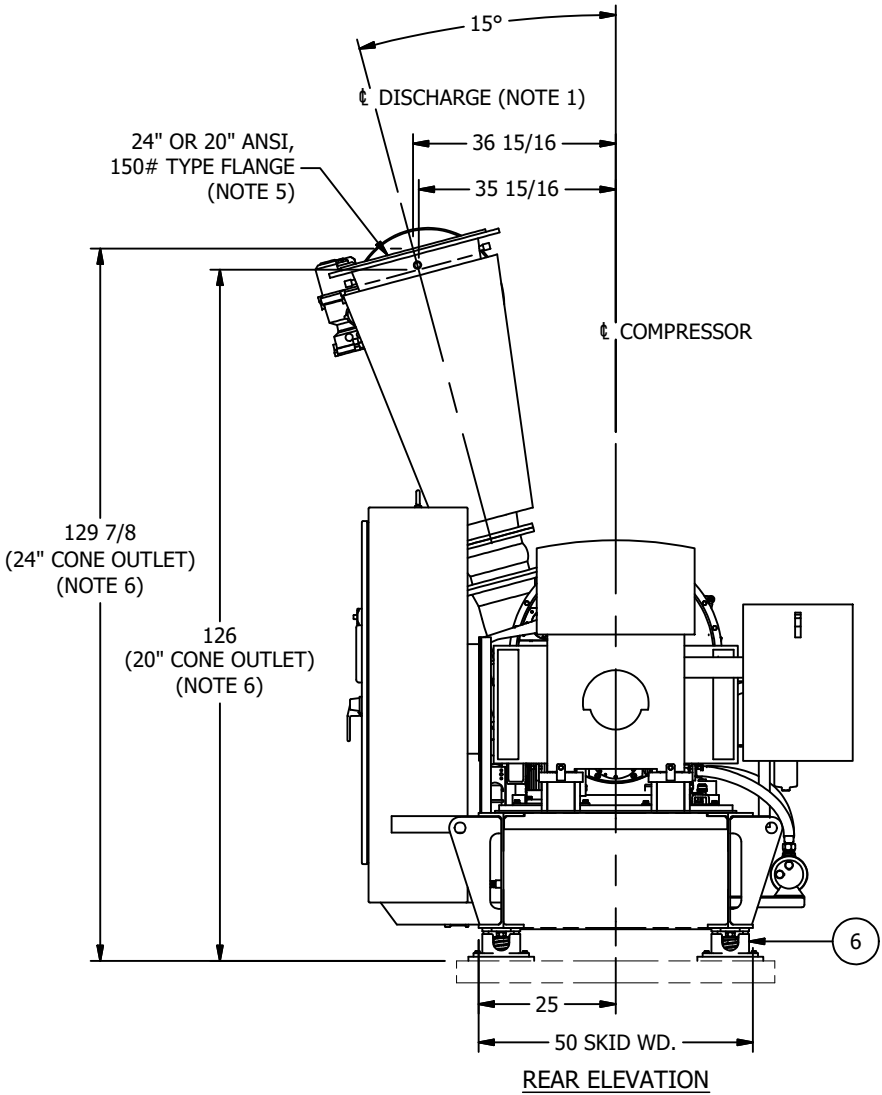
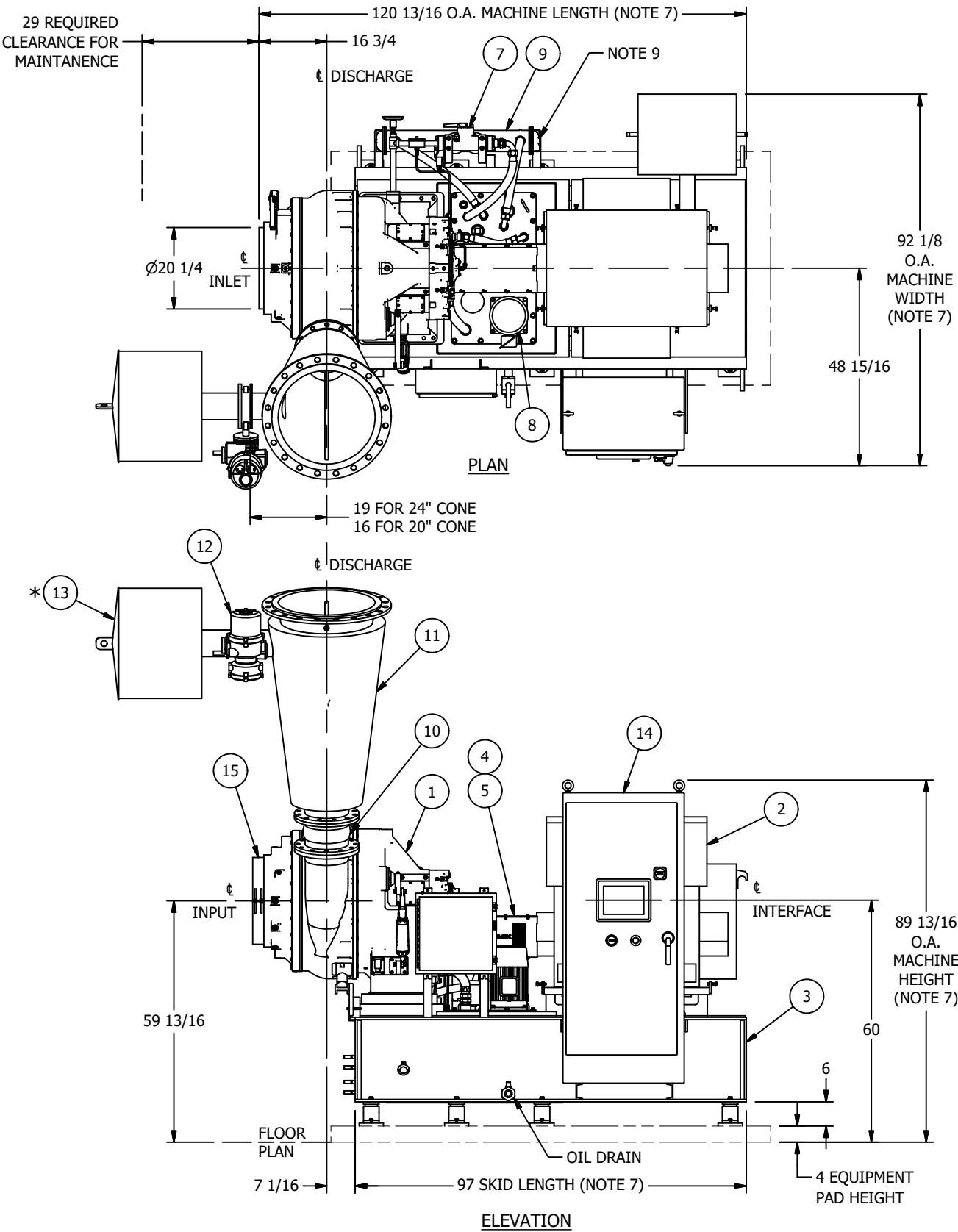
PARTS LIST			
ITEM	QTY	DESCRIPTION	LBS.
1	1	COMPRESSOR, KA22SV-GL225	4024
2	1	MOTOR	4200
3	1	COMPRESSOR BASE / OIL RESERVOIR	3620
4	1	COUPLING FOR COMPRESSOR AND MOTOR SHAFT	50
5	1	COUPLING GUARD	26
6	8	VIBRATION ISOLATOR	240
7	1	FILTER, OIL	30
8	1	PUMP, OIL	249
9	1	COOLER, OIL-WATER	116
10	1	DISCHARGE EXPANSION JOINT, 10"	34
11	1	CONE, DISCHARGE, 10 X 24 X 6, CS	348
12	1	BLOW-OFF VALVE/ACTUATOR	35
* 13	1	SILENCER, BLOW-OFF, 6", CS	199
14	1	LOCAL CONTROL PANEL	500
15	1	CONNECTOR, INLET FLEX	9

NOTES:

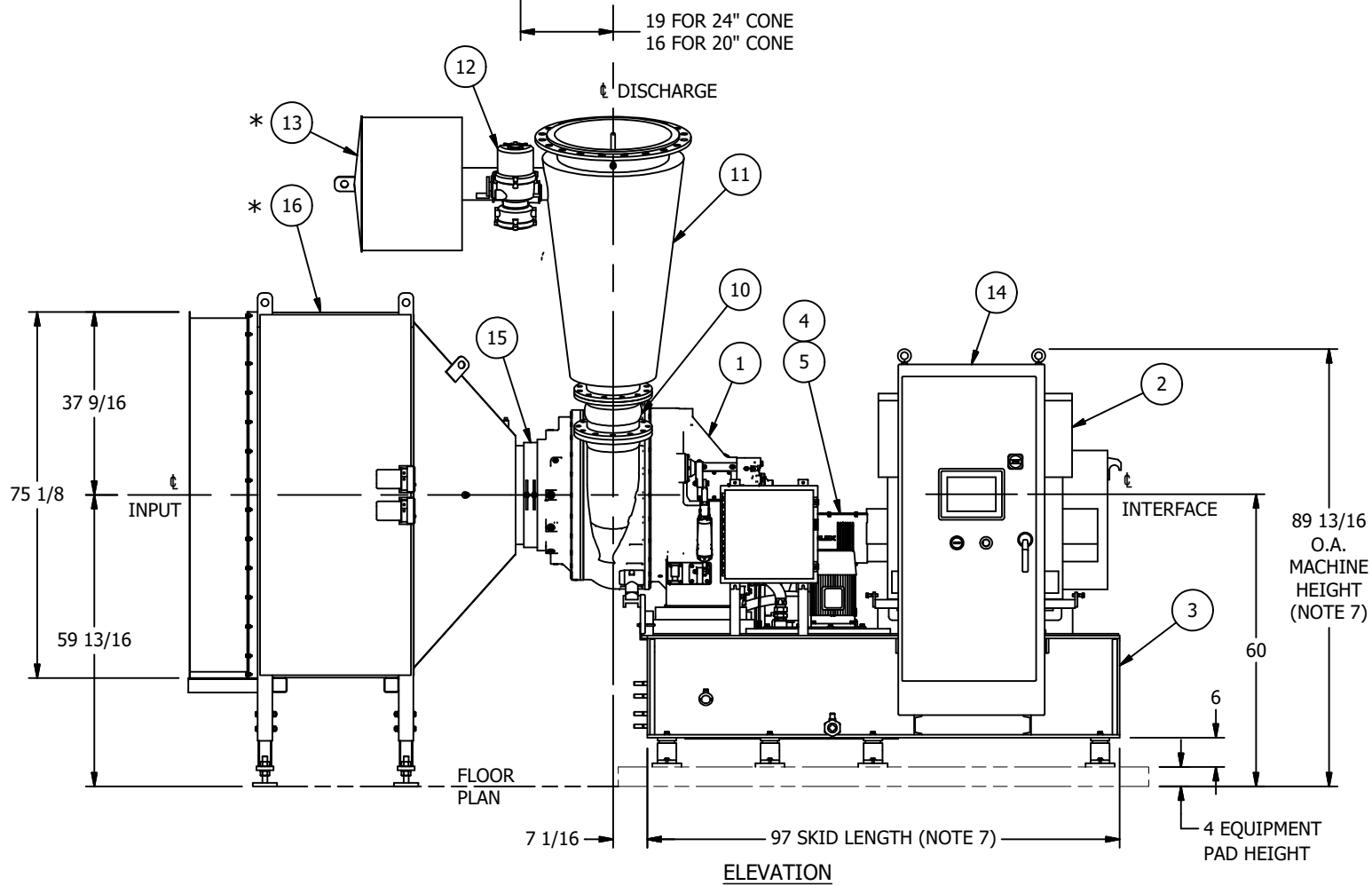
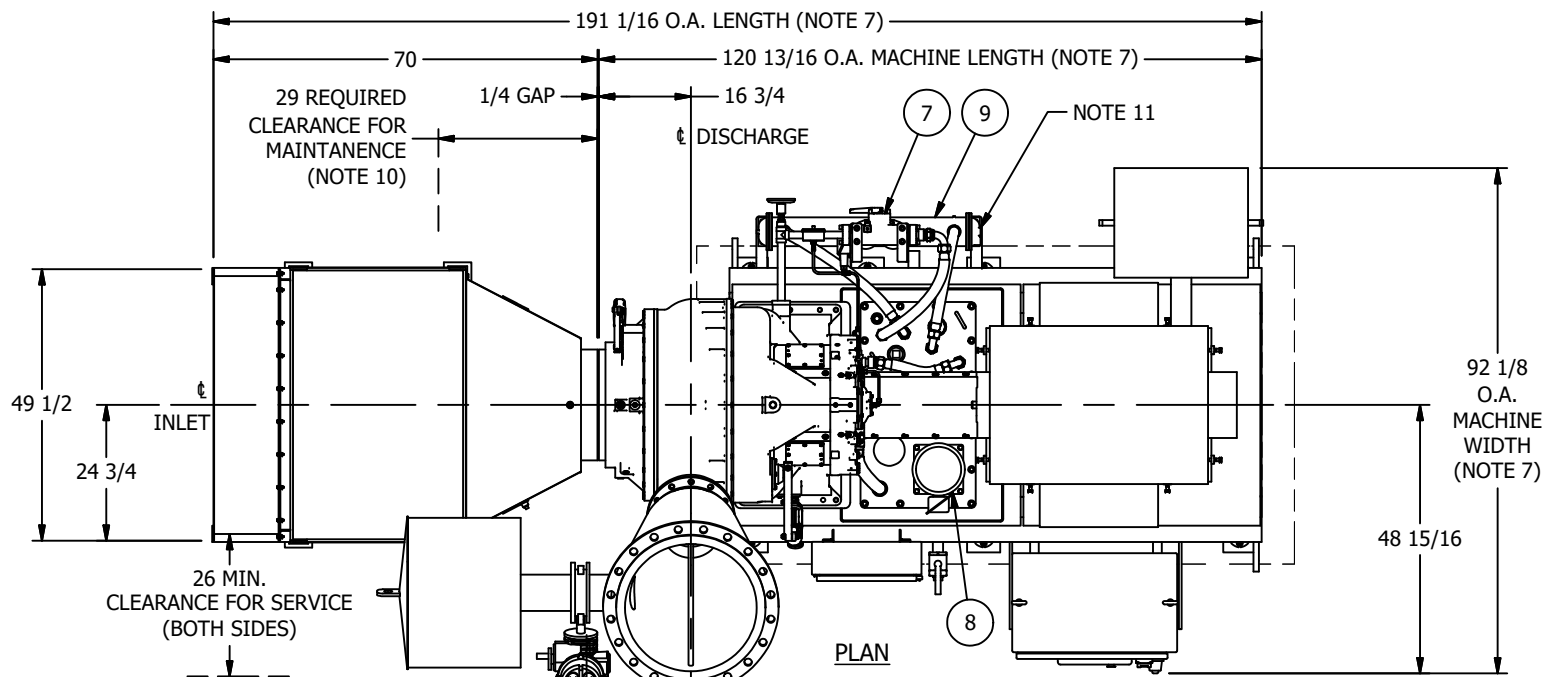
- AIR DISCHARGE FLANGE CAN BE ROTATED IN 15° INCREMENTS.
- COMPRESSOR INLET DIAMETER: 20-1/4" [514mm].
- COMPRESSOR OUTLET DIAMETER: 10", ANSI CL. 125#.
- BLOW-OFF DIAMETER: 6", ANSI CL. 150#.
- DISCHARGE CONE OUTLET DIAMETER: 20" OR 24", ANSI CL. 150#.
- DIMENSION VARIES DEPENDING ON DISCHARGE CONE SIZE AND ORIENTATION.
- DIMENSION VARIES DEPENDING ON ACTUAL MOTOR SIZE.
- ESTIMATED COMPRESSOR SKID PACKAGE WEIGHT: 15,000 LBS. MAY VARY DEPENDING ON ACTUAL MOTOR SIZE.
- STANDARD CUSTOMER WATER PIPING CONNECTION IS AT COOLER. OTHER OPTIONS AVAILABLE.

* OPTIONAL EQUIPMENT

B	9/19/2023	MPC	UPDATED TITLE BLOCK
A	1/8/2019	MPC	UPDATE WITH BASELINE DESIGN
REV	DATE	BY	DESCRIPTION
REVISION HISTORY			
HOWDEN CHART INDUSTRIES CORPORATION 10000 HARTMAN AVENUE NORTH DAVENPORT, IOWA 52805 PHONE 319.336.1000 FAX 319.336.1001 WWW.HOWDEN-CHART.COM	<u>DIMENSIONS ARE IN INCHES,</u> EXCEPT WHERE UNITS ARE SHOWN. <u>TOLERANCES ARE ± 1/16 EXCEPT:</u> ANGULAR (DEGREES): ± .5° DECIMAL: TWO PLACES: ± .010 THREE PLACES: ± .001		 Howden <i>A Chart Industries Company</i>
	THIRD ANGLE PROJECTION		
			
DRAWING NUMBER			REV.
022L225A			B



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DATE:	10/19/2011	
CHECKED BY:		
APPROVED BY:		
SCALE:	N.T.S.	
TITLE		TYPICAL GENERAL ARRANGEMENT DRAWING FOR KA22SV-GL225



PROPOSAL DRAWING

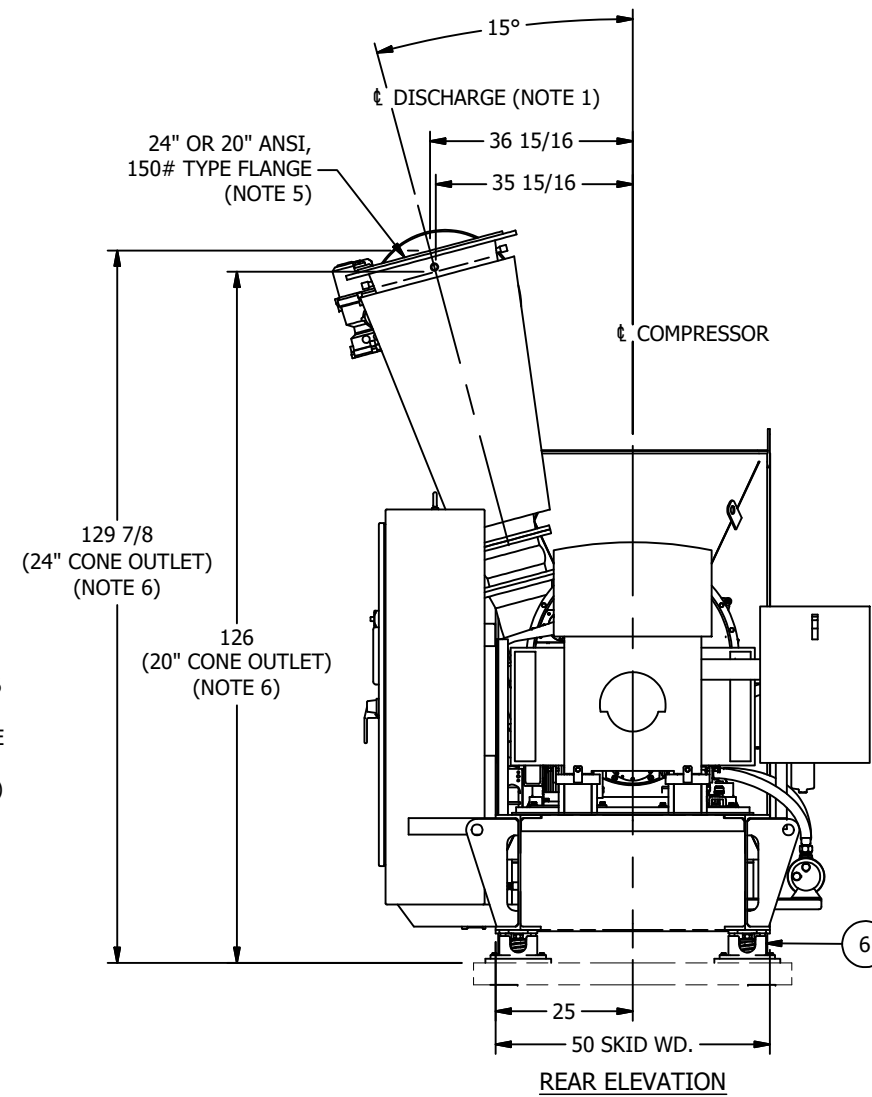
~NOT FOR CONSTRUCTION~

PARTS LIST			
ITEM	QTY	DESCRIPTION	LBS.
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* 13	1	SILENCER, BLOW-OFF, 6", CS	199
14	1	LOCAL CONTROL PANEL	500
15	1	CONNECTOR, INLET FLEX	9
* 16	1	INLET FILTER/SILENCER (IFS)	1334

NOTES:

- AIR DISCHARGE FLANGE CAN BE ROTATED IN 15° INCREMENTS.
- COMPRESSOR INLET DIAMETER: 20-1/4" [514mm].
- COMPRESSOR OUTLET DIAMETER: 10", ANSI CL. 125#.
- BLOW-OFF DIAMETER: 6", ANSI CL. 150#.
- DISCHARGE CONE OUTLET DIAMETER: 20" OR 24", ANSI CL. 150#.
- DIMENSION VARIES DEPENDING ON DISCHARGE CONE SIZE AND ORIENTATION.
- DIMENSION VARIES DEPENDING ON ACTUAL MOTOR SIZE.
- INLET FILTER/SILENCER IS RATED @ 12,000 SCFM.
- ESTIMATED COMPRESSOR SKID PACKAGE WEIGHT: 15,000 LBS. MAY VARY DEPENDING ON ACTUAL MOTOR SIZE.
- IFS SHROUD IS BOLTED TO SILENCER HOUSING AND IS REMOVABLE FOR MAINTENANCE ACCESS TO FRONT OF COMPRESSOR. ALTERNATIVELY, THE IFS MAY BE MOVED AS AN ASSEMBLY.
- STANDARD CUSTOMER WATER PIPING CONNECTION IS AT COOLER. OTHER OPTIONS AVAILABLE.

* OPTIONAL EQUIPMENT



B	9/19/2023	MPC	UPDATED TITLE BLOCK
A	1/8/2019	MPC	UPDATE WITH BASELINE DESIGN
REV	DATE	BY	DESCRIPTION

REVISION HISTORY

DRAWN BY:	DSH	THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY PROPERTY OF HOWDEN GROUP LIMITED AND/OR ITS AFFILIATED ENTITIES (COLLECTIVELY "HOWDEN"). THE DRAWING IS PROVIDED SOLELY FOR CONFIDENTIAL USE BY BUYER OF THE EQUIPMENT TO WHICH THE DRAWING PERTAINS AND MUST BE RETURNED AT HOWDEN'S REQUEST. USE OF THIS DRAWING OR PORTIONS THEREOF FOR PROCURING PARTS FROM OTHER THAN HOWDEN IS STRICTLY PROHIBITED. © THIS DRAWING IS PROTECTED BY INTERNATIONAL COPYRIGHT. COPYING OF THIS DRAWING IN HARD COPY, ELECTRONIC OR ANY OTHER FORM WITHOUT EXPRESS WRITTEN APPROVAL OF HOWDEN IS STRICTLY PROHIBITED.	DIMENSIONS ARE IN INCHES, EXCEPT WHERE UNITS ARE SHOWN. TOLERANCES ARE ± 1/16 EXCEPT: ANGULAR (DEGREES): ± .5° DECIMAL: TWO PLACES: ± .010 THREE PLACES: ± .001		 Howden <i>A Chart Industries Company</i>
DATE:	10/19/2011		THIRD ANGLE PROJECTION		
CHECKED BY:					
APPROVED BY:					
SCALE:	N.T.S.				
TITLE		DRAWING NUMBER			REV.
STANDARD PROPOSAL GA		022L225B			B
TYPICAL GENERAL ARRANGEMENT DRAWING FOR KA22SV-GL225					

HOWDEN

Turbo Performance data

28-07-25 : 17:47:48

ID: 2025-07-28_174748-684

DOC-H

Project: Victor Valley

Turblex Environmental Compressor: KA22SV-GL225

Power Supply: E-motor, RPM = 3600

with Variable diffuser: for Flow regulation

and with Variable Guidevanes: for minimizing Power consumption.

Inlet Conditions:

Pressure: see Table, Temperature: see Table., Relative Humidity: see Table.

Volume flow: 9200 scfm (@14.7 psia, 36 % rh, 68 deg. F)

press. press. P0 P2 psia psia		Inlet- flow %	Compressor Performance and Power consumption on the Motor shaft at Inlet conditions:							
			115.00 °F 15 %		68.00 °F 70 %		20.00 °F 70 %		°F %	
			acfm	hp	acfm	hp	acfm	hp	acfm	hp
13.350	21.350	100.0	11127	442.6	10230	416.8	9160	384.7		
13.350	21.350	75.0	8345	331.6	7673	308.0	6870	289.8		
13.350	21.350	60.0	6676	271.1	6138	254.0	5496	238.1		
13.350	21.350	45.0	5007	217.3	4604	202.3	4122	190.1		

- Inlet pressure drop 0.150 psig
- All losses incl. mech. oil pump are included.
- For ASME PTC-10 TORQUE METER TEST
with power tolerance of + 0% /- 4%.

Preliminary

CONFIDENTIAL

TURBLEX

Howden Turbo

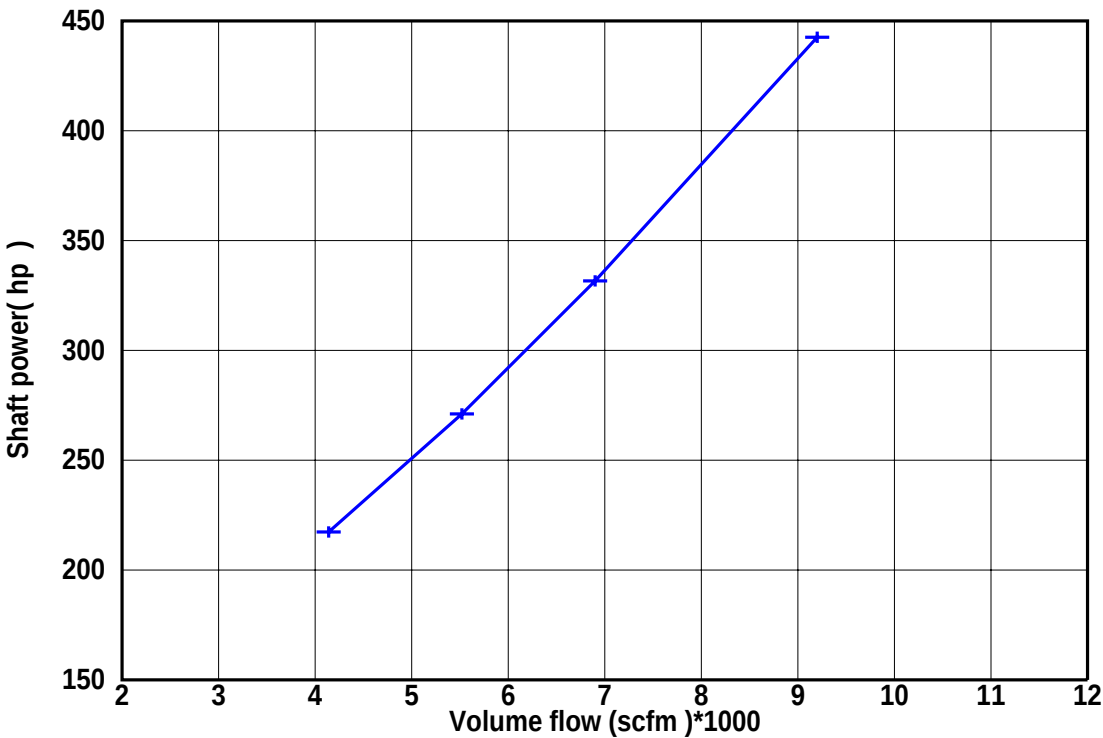
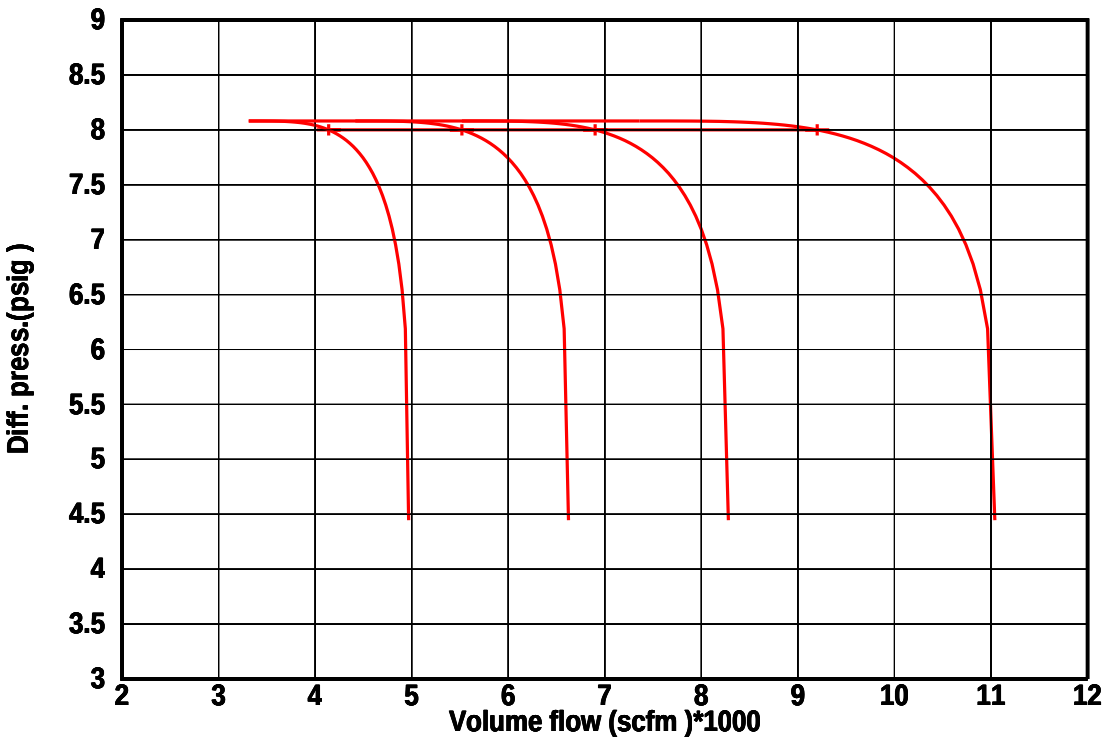
PV-Plot

Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 115.00F
Relative Humidity: 15. %



Howden Turbo

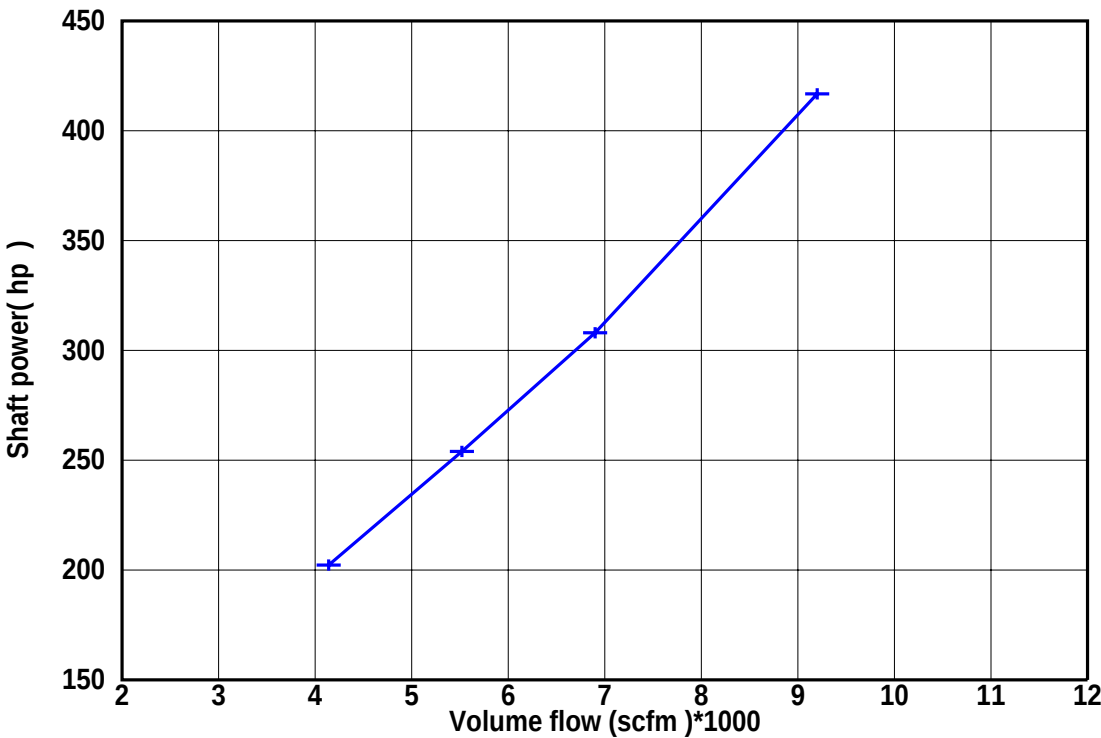
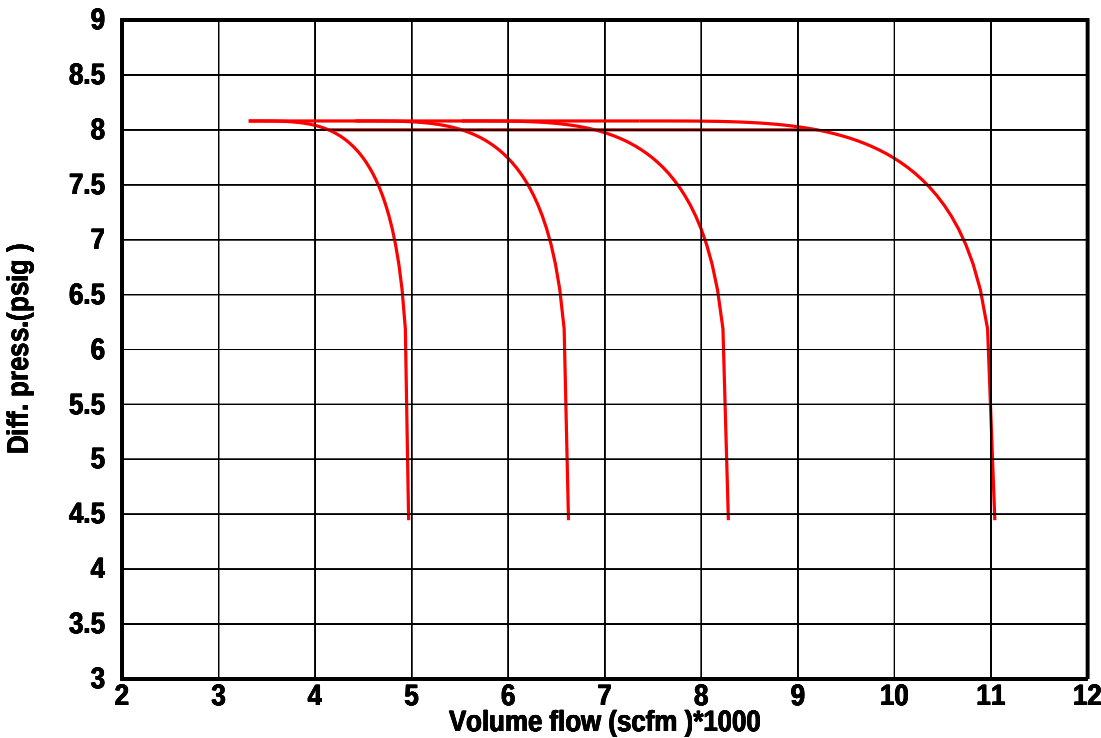
PV-Plot

Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 68.00F
Relative Humidity: 70. %



Howden Turbo

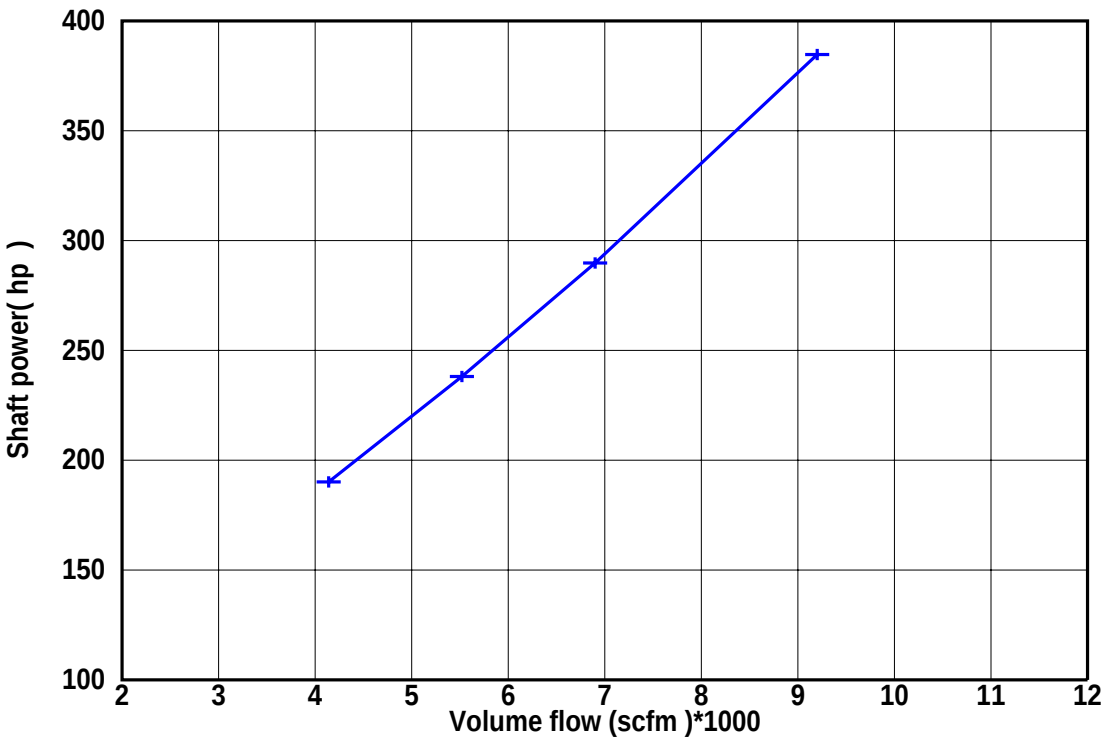
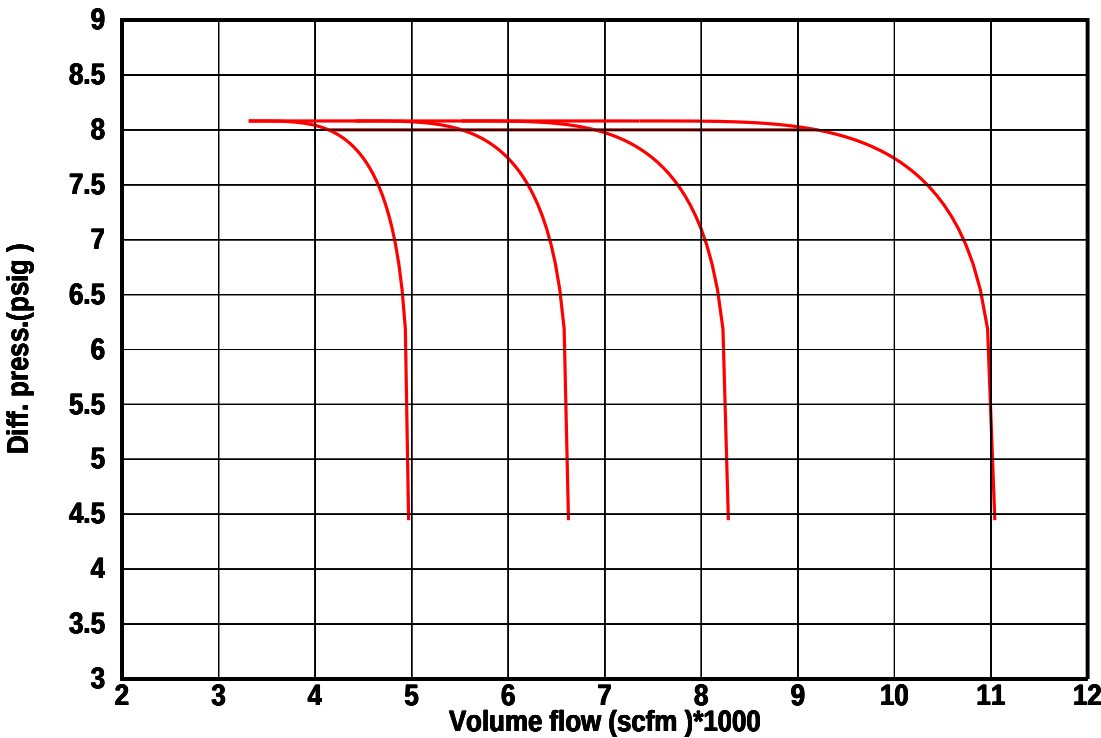
PV-Plot

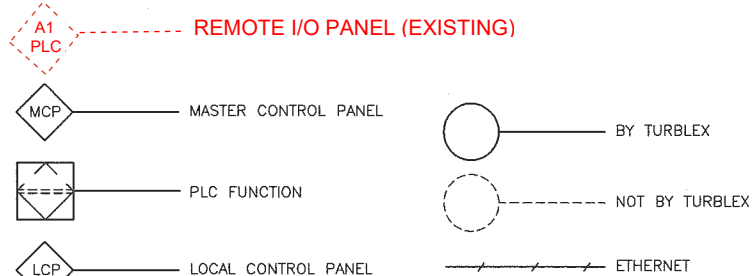
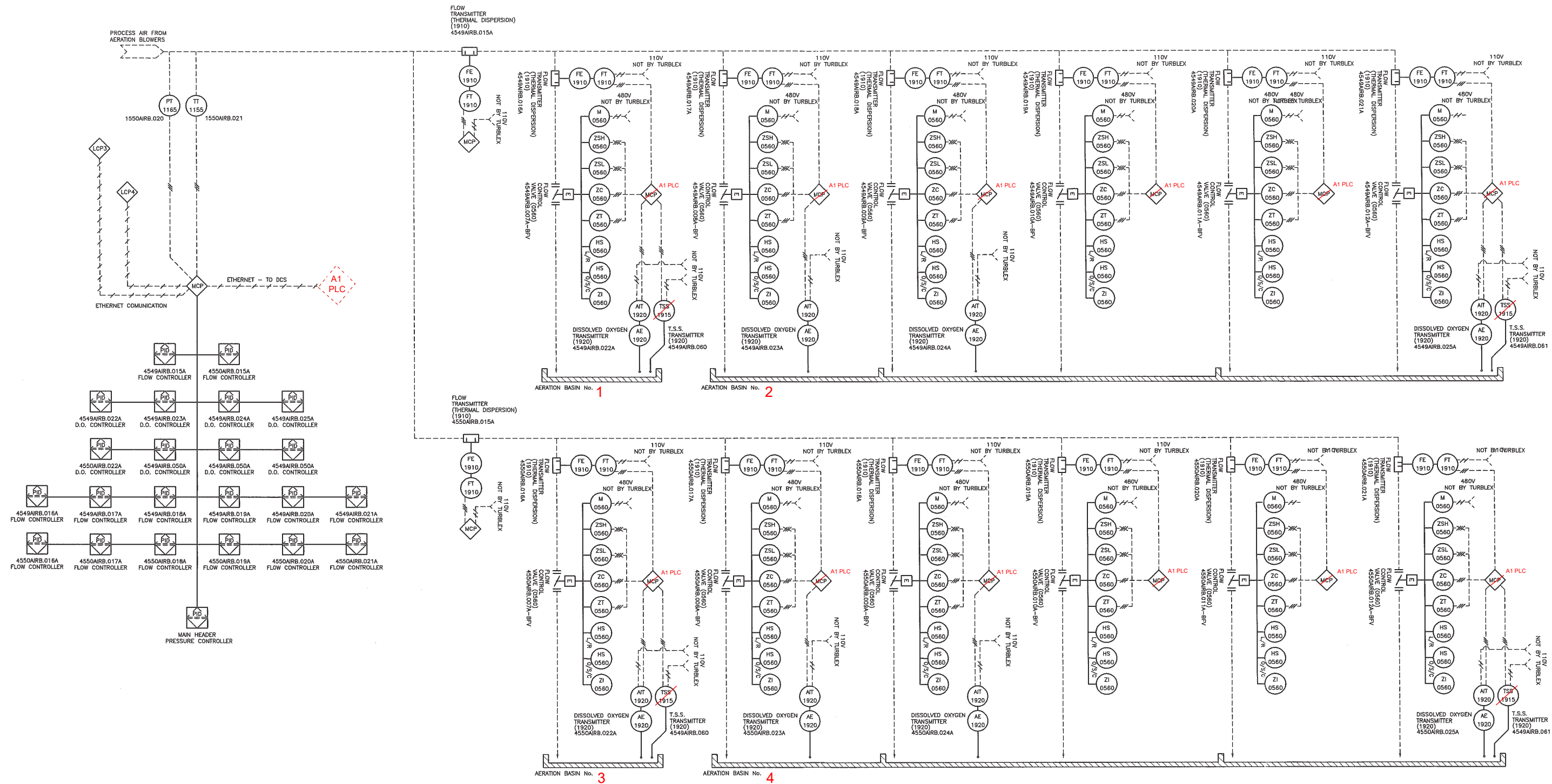
Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 20.00F
Relative Humidity: 70. %

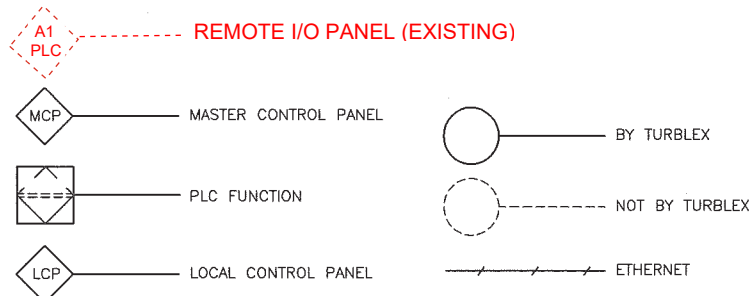
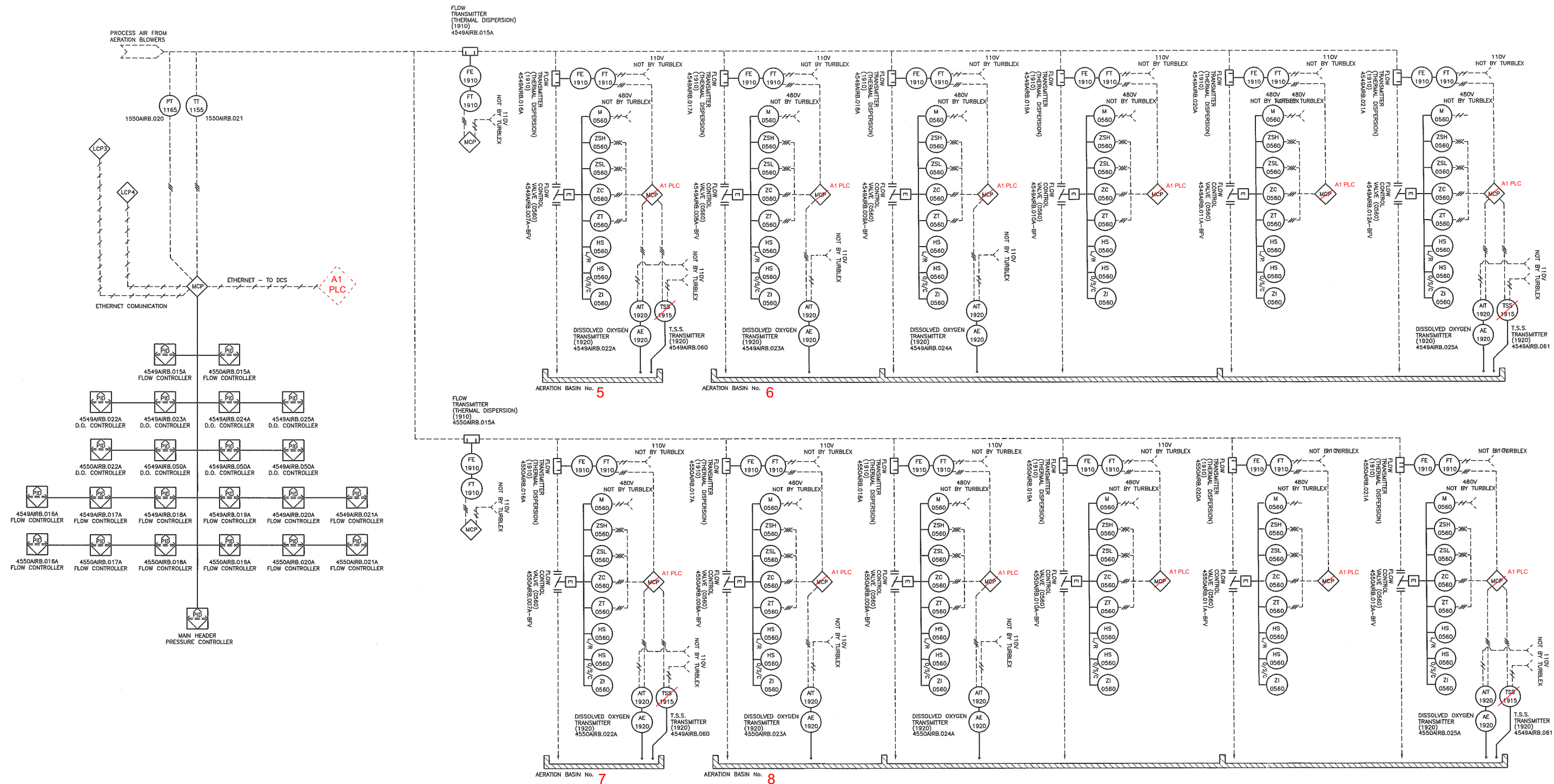




AS BUILT

A	07/29/08	RJE	AS BUILT
REV	DATE	BY	DESCRIPTION
TURBLEX			
TITLE: PROCESS & INSTRUMENTATION			
CUSTOMER: VICTOR VALLEY RWWRF 18MGD EXPANSION			
STD/REV:	CHECKED BY:		
DRAWN BY: EBS	APPROVED BY: <i>BWP</i>		
DATE: 09/07/05	SCALE: NTS		
DRAWING NO.	3081T-PD02B02		

TEM D



AS BUILT

A	07/29/08	RJE	AS BUILT
REV	DATE	BY	DESCRIPTION
TURBLEX			
TITLE:		PROCESS & INSTRUMENTATION	
CUSTOMER:		VICTOR VALLEY RWWRF 18MGD EXPANSION	
STD/REV:		CHECKED BY: <i>BAW</i>	
DRAWN BY: EBS		APPROVED BY: <i>BAW</i>	
DATE: 09/07/05		SCALE: NTS	
DRAWING NO.		3081T-PD02B02	

1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's quote or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's quote, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: means such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Howden: means the Howden business unit, which bids for, or accepts an order from the Buyer.

Services: means, as set forth in the Contract: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Howden, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Howden.

2. GENERAL

2.1 The Contract shall be subject to these terms and conditions as stated in or referred to in Howden's quote/proposal.

Acceptance is made expressly subject to and conditioned upon acceptance of these North American Standard Terms and Conditions for Goods and Services. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other contract document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Howden unless expressly accepted in writing by Howden. In the event of any conflict with Buyer's order terms, these terms shall in all cases prevail. Acceptance shall not be delayed due to additions, minor omissions or defects that do not materially affect the use of the Goods.

3. PERFORMANCE

3.1 Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expects to attain on test. Howden will accept no liability for failure to attain any such figures unless Howden has specifically guaranteed them, subject to any tolerances specified or agreed to by Howden. If Howden specifically agrees in writing to guarantee performance, Howden is only responsible for proven performance deficiencies after Howden has been given notice and a reasonable opportunity to correct the deficiencies, and only if, and to the extent, Howden has agreed in writing to a liquidated damage clause which shall not in any event result in Howden incurring liability in excess of the Contract Price.

4. INSPECTIONS AND TESTS

4.1 Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch. If tests other than those specified in Howden's quote or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event the Buyer delays in carrying out any inspection or attending such tests after being given at least forty-eight (48) hours' notice that Howden is ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

5.1 Unless otherwise agreed, delivery shall be Ex-Works in accordance with Incoterms 2020, and partial deliveries shall be acceptable to the Buyer.

5.2 In the event that Howden is unable to achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Section 6.1.

6. STORAGE

6.1 If the Buyer, for reasons not attributable to or beyond the control of Howden, is unable to: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer on receipt of a simple receipt from Howden or the warehouse keeper as evidence of such storage or warehousing.

7. TITLE AND RISK

7.1 Legal and beneficial ownership (title) of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer.

7.2 The Goods will be at the Buyer's risk from the date of delivery, or if delivery is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that delivery should have taken place.

8. SUBCONTRACTING

8.1 At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods and/or assembly, testing or any site related Services to be carried out by Howden (Howden manufacturing facilities operate Quality Management Systems compliant with EN ISO 9001), and/or Howden's choice of approved subcontractor. Any assignment by Buyer of the Contract without the express written permission of Howden shall be null and void.

9. TERMS OF PAYMENT

9.1 Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Howden's invoice by electronic funds transfer (EFT) or automated clearing house (ACH) transaction.

- 9.2 Should any payment fall into arrears, Howden is entitled to postpone or cancel performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date (without obligation for liquidated damages, if applicable, incurred due to such termination).
- 9.3 Howden reserves the right to charge late fees at the lesser of the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, and require Buyer to pay all of Howden's collection costs.
- 9.4 No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims handled separately.
- 9.5 For milestone payments required under this Contract, Howden may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Contract, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Howden only waives claims for payment to the extent that such payments have been received by Howden. If, in Howden's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Howden may: (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment); or (ii) recover Goods from the carrier, if shipment has been made.
- 9.6 Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Howden invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Howden concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Howden does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Howden upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Howden is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Howden for such amount upon request.
- 9.7 Howden reserves the right to adjust the Contract Price if Howden incurs extra costs due to changes or delays caused by Buyer. If, during the performance of this Contract, the price of raw materials significantly increases through no fault of Howden, the price of the Goods shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any raw material increase in price exceeding 5% experienced by Howden from the date of the Contract. Where the delivery of Goods is delayed through no fault of Howden, as a result of the shortage or unavailability of raw materials, Howden shall not be liable for any additional costs or damages associated with such delay(s). If a supplier increases the price of its equipment incorporated into the Goods during production, Buyer acknowledges that Howden may increase the price of the Goods accordingly. Such price increases shall be documented through quotes, invoices, or receipts.

10. CONTRACT CHANGES

- 10.1 In the event of a change to the Contract ("CO") resulting in an extension to the delivery date(s) which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price in accordance with the most recent project plan, prior to the CO. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CO. Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any CO.
- 10.2 If Howden deems it necessary to vary any aspect of the Goods and/or the Contract due to an unforeseen change in any applicable law, local regulation or standard becoming effective or taking place after conclusion of the Contract, Howden shall inform the Buyer in writing defining explicitly the changes deemed necessary. In this case, Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any applicable law, local regulation or standard.

11. LIABILITY FOR DELAY

- 11.1 Any lead times quoted by Howden shall run from Howden's acceptance of the Buyer's order and/or on Howden's receipt of all necessary information to enable Howden to commence work under the Contract, whichever is later, and shall be subject to continued and timely performance from the Buyer.
- 11.2 Should Howden agree in the Contract to pay Buyer any liquidated damages, such liquidated damages shall be the Buyer's sole and exclusive remedy in the event of Howden's delay.
- 11.3 If Howden is delayed in its performance of the Contract solely attributable to the fault of the Buyer, the Buyer's agent and/or other contractors, Howden is entitled to receive payment at the time Howden was originally scheduled to be paid notwithstanding the delay. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume the risk of loss thereof.

12. SERVICES

12.1 Technical Services. The following provisions shall apply where the Contract includes Technical Services:

- (i) Buyer shall be responsible for furnishing all fully qualified labor, equipment, materials, tools and supplies for implementation of such Technical Services required at site as specified in the Contract.
- (ii) Howden's sole responsibility in providing Technical Services shall be to provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task.
- (iii) Howden shall not be responsible for any overruns in the installation and the Buyer shall not be entitled to instruct Howden's supervisor(s) to undertake any work in addition to supervision, whether or not necessary to achieve such installation.
- (iv) If, due to any overruns in the timescales for installation, Howden is required to keep its supervisor(s) on site for longer than anticipated, Howden shall be entitled to charge for the further site attendance at Howden's standard daily rate.

- (v) If the Technical Services work is suspended by the Buyer or for any reason beyond Howden's control for more than two (2) working days, Howden shall be entitled to withdraw its supervisor(s) from site. If the Buyer requires Howden's attendance on site thereafter, the Buyer will pay the supervisor(s) return travel fares (business class) and any other reasonable costs Howden incurs due to the withdrawal from, and the return to, the site.

12.2 Construction Services. The following provisions shall apply where the Contract includes Construction Services:

- (i) Howden shall provide specialized and trained subcontractor craft labor to perform the Construction Services work under the direct supervision and management of Howden.
- (ii) Fixed price or time and material contracts are quoted separately based on a specific individual statements of work.

13. ALL SERVICES

- 13.1** Unless specified in the Contract, Howden is only the supplier of the Goods and shall have no responsibility for the assembly and installation of Goods.
- 13.2** For all Services provided by Howden, Buyer agrees to the following: (i) where the site is offshore or otherwise inaccessible or is located overseas, provide all necessary transportation facilities to and from site; and (ii) obtain all necessary statutory and other consents, approvals, licences and permissions for Services, for the work to proceed, and for Howden personnel to travel to and from the site.
- 13.3** The Buyer shall indemnify Howden against any loss, damage or injury including death suffered by the person or property of Howden, its subcontractor, the Buyer, or respective personnel or any third party and against any claims, liability, costs or expenses associated therewith or arising out of the Buyer's performance of Services or the Buyer's failure to perform or otherwise, except as expressly provided under Section 17.1, including, but not limited to, that which was caused by faulty lifting tackle, scaffolding, equipment and/or other facilities provided by the Buyer.
- 13.4** Howden's on site personnel, subcontractors and/or representatives shall be given unobstructed access to the site and the work. If there are delays caused by anyone other than Howden, the time and expense of the same shall be charged to the Buyer.
- 13.5** Howden is an independent contractor and is not responsible for any oversight for completion of the Services, or for the property or employees of the Buyer or others, including, without limitation, matters such as health and safety, or security.
- 13.6** Howden shall comply with applicable Canadian, U.S. and/or provincial/territorial/state/local statutes, acts, ordinances, regulations, codes, and laws that apply to Howden's performance of the Services. Howden shall comply with job/site requirements as mutually agreed upon by the parties. Buyer shall advise Howden's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Howden's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. In such instance, Howden shall be excused from site attendance and the event will be considered a Force Majeure.
- 13.7** Any associated Goods shall be considered accepted at the earlier of: (i) when Services is complete and the Goods have completed such tests as are specified in the Contract or otherwise are to Howden's reasonable satisfaction; and (ii) forty five (45) days after the Goods have been delivered by Howden, although not installed or successfully commissioned or tested due to reasons attributable to the Buyer or to industrial action or anything beyond Howden's reasonable control.

14. SUSPENSION

- 14.1** The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Section 15.1. Upon resumption of performance, Howden shall have the right to equitable relief as necessary in accordance with Section 10.

15. TERMINATION

- 15.1** Buyer may terminate this Contract, in whole or in part, upon at least seven (7) calendar days advanced written notice to Howden. In the event of termination for Buyer's convenience, Howden shall be reimbursed for the reasonable Direct Costs incurred by Howden in performing the Contract until termination and for its costs in effecting such termination notwithstanding any other provision of the Contract. Any Goods or Services sold by Howden that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."
- 15.2** If Howden fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed until the time of termination.
- 15.3** Howden may cancel this Contract, in whole or in part, at any time if: (i) Buyer suspends work or delays delivery in accordance with Section 14.1 beyond 45 days without it being mutually agreed upon in advance; (ii) Buyer breaches any material term of this Contract; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

16. WARRANTY

- 16.1** Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Howden shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Howden hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Contract.
- 16.2** In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Howden will repair or replace such Goods at Howden's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods; or (ii) eighteen (18) months from Howden's delivery date (at the applicable Incoterms point of delivery quoted by Howden).

- 16.3** Howden's warranty on Services performed by Howden will be in effect: (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Howden.
- 16.4** Howden's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.
- 16.5** Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Howden for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided.
- 16.6** Howden shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Howden free of all contaminants and, in the event of replacement, will become the property of Howden unless Howden instructs otherwise. If Howden opts to perform any warranty obligations in-place, Buyer shall, without cost to Howden, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Howden to perform its warranty obligations.
- 16.7** **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. HOWDEN'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. HOWDEN DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**
- 17. LIABILITY FOR ACCIDENTS AND DAMAGE**
- 17.1** Howden will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the Gross Negligence of Howden, Howden's subcontractors or agents while working on site, but not otherwise by making good such damage to property or compensating personal injury.
- 18. INSURANCE**
- 18.1** Howden shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Howden's employees. If requested, Howden will provide an ACORD form of certificate confirming such coverage. Howden's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Howden's acceptance of Buyer's terms of purchase. Howden shall have no other or further obligations related to insurance or coverage.
- 19. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**
- 19.1** Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:
- (i) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
 - (ii) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.
- This Section shall survive any termination, default, cancellation or any other discontinuance of this Contract.
- 19.2** Any duty to indemnify under these terms and conditions/the Contract is conditioned upon Buyer: (i) making no statement prejudicial to Howden; (ii) providing prompt and detailed notice to Howden of any such claim; (iii) tendering the defense/settlement to Howden with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Howden.
- 19.3** Buyer's rights and remedies shall be deemed sole and exclusive and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach or termination of the Contract. If any provision of these terms and conditions of this Contract or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Contract and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.
- 20. NO HAZARDOUS SUBSTANCES**
- 20.1** Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods. For the purpose of this Section 20.1, a "Hazardous Substance" means asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offense caused to any of their senses or harm to their property.
- 21. INTELLECTUAL PROPERTY**
- 21.1** Howden will indemnify the Buyer against any claim for infringement of copyright, patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any Goods supplied by Howden to the Buyer and against all

costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. This indemnity shall not apply to any infringement which is due to: (i) Howden having followed a design, process or instruction furnished or given by the Buyer; (ii) the use of such article or material in a manner, or for a purpose, or in a country, not specified or disclosed to Howden; or (iii) the use of such article or material in association or combination with any other article or material not supplied by Howden. This indemnity is conditional on the Buyer giving Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden, at its own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trademark in the execution of the Contract. If as a result of any such claim of infringement, the continued use of the Goods for the purpose intended is enjoined by any court of competent jurisdiction, Howden shall, at its option and expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify the Goods so that the Goods become non-infringing; or (iii) refund the purchase price of the infringing Goods. The foregoing is the sole remedy of Howden with respect to infringement.

- 21.2** All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods. Notwithstanding any other provisions or requirements of this Contract, except as set forth in this Section 21.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

22. CONFIDENTIALITY

- 22.1** Any specifications, drawings, manuals, information or particulars supplied with Howden's quote or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Howden's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

23. EXPORT CONTROL

- 23.1** The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity, to the Russian Federation or to any other country in breach of applicable export control and sanctions laws including but not limited to those of the US, Canada or other countries (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall (i) undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers and (ii) set-up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of this clause. The Buyer shall immediately inform Howden about any problems in complying with this clause or applying obligations (i) and (ii) detailed above, including any relevant activities by third parties that could frustrate the purpose of this clause, and shall make available to Howden information concerning compliance stated herein within five (5) business days of the request of such information. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons, rocket, or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract and Howden shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract, and (ii) reimbursement of and indemnification for all fines, penalties, costs, damages, claims, liabilities, losses, settlements, lawsuits, actions and expenses due to Buyer's violation of this clause. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights pursuant to this clause.
- 23.2** **Buyer warrants that it or any ultimate end user does not intend to use the Goods and/or Services in any atomic/nuclear installation or activity. If such use is intended, Buyer shall notify Howden before entering into any contract with Howden and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty shall release Howden from performance and any and all liabilities of any nature under the Contract and obligate Buyer to execute an amendment to the Contract incorporating such nuclear indemnity obligations prior to any performance by Howden.**

24. FORCE MAJEURE

24.1 Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue

25. LAW AND JURISDICTION

- 25.1** The Contract shall in all respects operate and be governed by New York law if the Howden business's principal office is located in the US and Ontario if the Howden business's office is located in Canada.
- 25.2** The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
- 25.3** **If the Howden business's principal office is located in the United States:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final, non-reviewable, non-appealable and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.
- If the Howden business's principal office is located in Canada:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the Ontario Arbitration Act, S.O. 1991, c.17 and the rules and procedures of the Canadian Arbitration Association then in effect. The award or adjudication rendered by the Arbitrator shall be final and binding upon the parties, with no right of appeal. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of Toronto in the Province of Ontario.
- 25.4** The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any order placed under these terms and conditions.

26. ENTIRE AGREEMENT

- 26.1** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract

27. DATA PROTECTION

- 27.1** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data.

Howden USA Company Field Service Rates

Turblex – US dollars (USD)



**All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).*

Services Provided: ☐ Inspections ☐ Maintenance ☐ Field Repairs ☐ Balancing ☐ Site Supervision ☐ Project Management ☐ Start Up ☐ Installation Supervision

A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$208/hour	First 40 Hours	\$307/hour
	Over 40 Hours	\$312/hour	Over 40 Hours	\$460/hour
Sunday, and locally recognized holidays	All Hours	\$416/hour	All Hours	\$614/hour

B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$250/hour	First 40 Hours	\$317/hour
	Over 40 Hours	\$375/hour	Over 40 Hours	\$475/hour
Sunday, and locally recognized holidays.	All Hours	\$500/hour	All Hours	\$634/hour

C. Service and Travel Standards (USD)

1. The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B".
3. Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40-hour rate in Tables "A" & "B".
4. Rates apply from time and date of departure home base to time and date of return home base.
5. Minimum daily charge is eight (8) hours at "First 40 Hours" rate listed above in sections A and B.
6. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
7. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
8. Payments shall be in U.S. funds unless otherwise agreed in writing.
9. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
10. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses (USD)

1. Meals will be \$90/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 10% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 10% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of \$350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 10% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.



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KA Series

Technical Data Sheet

Product Type

Single-Stage Integrally-Geared Centrifugal Blower

Product Name

KA Series

Control Methodologies

Single point control uses variable diffuser vanes located at the discharge of the impeller, acting as an extension of the impeller blades. The variable pitch diffuser vanes modify the flow of air in the blower internals, allowing flow modulation from 100% to <45% capacity minimizing losses.

Dual Point Control™ uses inlet guide vanes and variable diffuser vanes, located on the discharge of the impeller, acting as an extension of the impeller blade. The variable pitch diffuser vanes modify the flow of air in the blower internals and independently manage the two variables of power consumption via several continuously monitored process and environmental variables. This control methodology maintains the base isentropic efficiency at or near its maximum relative value across a wider range of flow and inlet temperature conditions, and significantly increases blower stability, allowing for wider turndown without surge. The direction of rotation and shape of the vanes are such that the capacity of the machine can be varied from 100% to 45% with virtually no decrease of efficiency.

Uncompromised Efficiency

All parts are manufactured to minimize noise and vibration, maximize efficiency, and reduce power consumption through aerodynamic design and process variable control. Rather than throttling, like inlet valve or guide vanes,

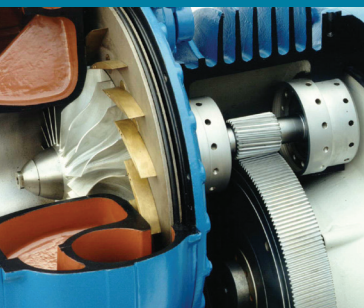


the variable diffusers actually alter the flow pattern of the air exiting the blower. Blower efficiency is not significantly affected, as the capacity is reduced. Our blowers are the industry's most successful high-speed blower with more than 40 years of design evolution, and more than 6,000 working installations.

Integrated Package

The KA Series is driven by an electric motor through a speed increasing gearbox. It is furnished as a complete unit with internal variable control vanes, integral speed increasing gearbox, driver, lubrication system and intuitive controls. Packages are available in standard configuration with pre-designed options or custom configurations.

Geared Blower



Construction Material

Volute Casing
Close-grain cast iron

Gear Drive Housing
Close-grain cast iron
vertically split

Impeller
Forged hiduminium
aluminum alloy material
milled on 5-axis milling
machine

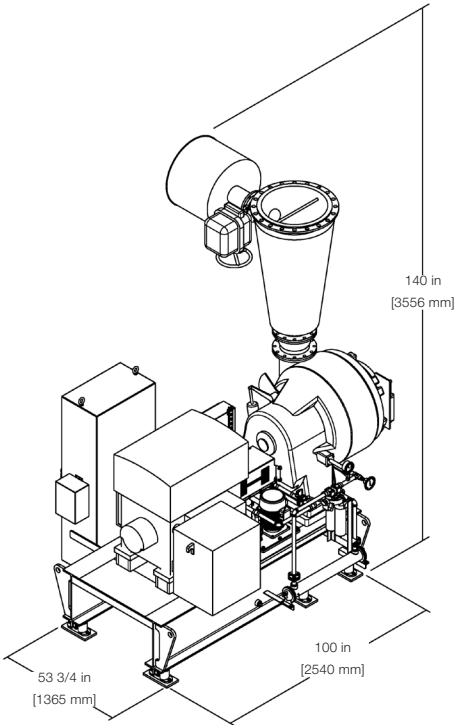
Internal Vanes
Die cast aluminum or
stainless steel

Bearings
Bronze journal bearings

Motor
Horizontal, constant
speed, WPII squirrel cage
induction

Baseplate
Fabricated structural
steel, integral welded box
fully self-supporting and
mounted on vibration iso-
lators

KA Series Technical Specification



Technical Parameters

Medium	Air
Design pressure range	0.275 to 2.068 bar(g) / 4 to 30 psi(g)
Design flow range	9,420 to 25,120 Nm ³ /hr / 6,000 to 16,000 scfm
Turndown range	100%-45%
Fast shaft operating speed range	7,000 to 17,000 rpm
Motor power rating	260 to 930 KW / 350 to 1,250 HP
Vibration	<3 mm/s / <0.118 in./sec
Discharge	Rotatable in 90 degree increments
Blow-off valve	Electrically operated
Impeller	Radial type with open and backward leaning blades
Air seals	Non-contact, multi-point and labyrinth type
Bearings	Bronze, journal
Motor	Two pole (3,600 rpm) or four pole (1,800 rpm)
Input power	460 volt, 60/50 Hz or higher
Control panel	Touch panel with integral PLC
Cooling	Air or water
Weight	5,222 kg / 14,000 lbs.
Distance b/t units	1,397 mm / 55 in. clearable 914 mm / 3 ft . on front of inlet



Howden USA Company
2475 George Urban Blvd.
Depew, NY 14043

Telephone 716 817 6900
www.chartindustries.com/Howden

September 8th, 2025

Subject: Factory Authorized Service

Dear Howden/Turblex Equipment Owners,

Howden USA has been in business since 1854. Howden manufactures parts, performs repairs, and provides field services for Single and Multi-Stage Blowers, Gas Boosters, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

- Steam turbines – Howden, Siemens
- Blowers, gas boosters, and compressors – HV-Turbo, Cord-Turbo, Turblex, Siemens Energy, Inc., Kuhnle, Kopp & Kausch, Spencer
- Fans – Schiele, Exvel

Howden is the sole source provider for factory-authorized service and OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. A staff of mechanical, electrical and instrumentation engineers from our engineering centers support the Howden field service group.

Purchase orders should be addressed to:

Howden USA Company
2475 George Urban Blvd.
Depew, NY 14043

Daniel Cyril Jensen
Regional Sales Manager

m: 346 661 5346
e: Daniel.jensen@chartindustries.com



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Agenda Item

TO: VFWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: April 16, 2026

SUBJECT: **Recommendation to amend the 2026 Board Schedule**

Attachments

2026 Board Schedule



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
BOARD OF COMMISSIONERS
2026
BOARD MEETING SCHEDULE ***

Time: Closed Session: 8:00 AM. Regular Session: 8:30 AM.

Thursday January 29

Thursday February 19

Thursday March 19

Thursday April 16

~~Thursday May 21~~

Thursday May 28

Thursday June 18

Thursday July 16

Thursday August 20

Thursday September 17

Thursday October 15

Thursday November 19

- * VWRA Regular Board Meetings are typically held on the **third Thursday** of the month unless otherwise noticed and posted. Additional Regular or Special Meetings may be scheduled during the year as necessary.

Approved on: DRAFT



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

Board Of Commissioners Staff Report

TO: VVWRA Board of Commissioners

FROM: Darron Poulsen, General Manager

SUBMITTED BY: Kristi Casteel, Executive Assistant to the GM

DATE: April 16, 2026

SUBJECT: **Recommendation to adopt Resolution 2026-07 Resolution of appreciation for Dr. Kimberly Cox**

Fiscal Impact

Account Code:

Funds Budgeted/ Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt Resolution 2026-07- Recognition and Appreciation of Dedicated Service for Dr. Kimberly Cox

PREVIOUS ACTION(S)

BACKGROUND INFORMATION

Attachments

2026-07

RESOLUTION NO. 2026-07

A RESOLUTION OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY IN RECOGNITION AND APPRECIATION OF DEDICATED SERVICE TO DR. KIMBERLY COX

WHEREAS, Dr. Kimberly Cox served as the first General Manager of the Helendale Community Services District, hired in February 2007 shortly after the District was established; and her public service extends beyond the District—serving as an elected official on the Mojave Water Agency, representing San Bernardino County special districts on the Local Agency Formation Commission, serving on the Lahontan Regional Water Quality Control Board, providing valuable knowledge and guidance to the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority (VWRA), and contributing to the development of future leaders as an adjunct faculty member at California Baptist University; and

WHEREAS, Dr. Cox’s mentorship, vision, and commitment to public service have left a lasting, positive impact and were invaluable not only to the Helendale community but to the entire High Desert community; and

WHEREAS, Dr. Cox has demonstrated unwavering dedication to the District by establishing a strong financial foundation through sound investments, transparent policies, and long-term fiscal responsibility, fostering an entrepreneurial culture that produced robust reserves and organizational resilience; and

WHEREAS, Dr. Cox has exemplified the highest standards of integrity in her professional conduct, decision-making, and stewardship of public resources, earning the trust and respect of the community, elected officials, and colleagues; and

WHEREAS, Dr. Cox has promoted and practiced collaborative leadership—building partnerships across agencies, engaging stakeholders, and encouraging teamwork within the District—to achieve effective, sustainable results for residents and the environment; and

WHEREAS, Dr. Cox’s accomplishments, guidance, and principled leadership have created significant, positive, and lasting impacts upon Helendale, its residents, and the entire High Desert community;

NOW THEREFORE, BE IT RESOLVED that the Commission hereby recognizes and extends its sincere gratitude and appreciation to DR. KIMBERLY COX for her dedicated service, exemplary integrity, and collaborative spirit in advancing the Helendale Community Services District, and for her steadfast concern for the residents and the environment.

ADOPTED this 20th day of November 2025.

Cameron Gregg, Chair
VWRA Board of Commissioners

APPROVED AS TO FORM:

**Piero C. Dallarda of
Best Best & Krieger LLP**

**Scott Nassif, Secretary
VWRA Board of Commissioners**

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority, State of California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2026-07, adopted by the Board of Commissioners of said Authority at its meeting of April 16, 2026.

Kristi Casteel
Secretary to the Board of Commissioners



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: April 16, 2026

SUBJECT: **Staff Reports**
General Managers Report
