



**REGULAR BOARD MEETING AGENDA  
TRABUCO CANYON WATER DISTRICT  
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CALIFORNIA  
VIDEO/AUDIO BROADCAST MEETING  
NOVEMBER 18, 2020 AT 7:00 PM**

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**BOARD OF DIRECTORS**

Michael Safranski, President  
Don Chadd, Vice President  
Glenn Acosta, Director  
Stephen Dopudja, Director  
Edward Mandich, Director

**DISTRICT STAFF**

Fernando Paludi, General Manager  
Michael Perea, District Secretary  
Cindy Byerrum, District Treasurer  
Atkinson, Andelson, Loya, Ruud & Romo  
District General Legal Counsel

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**AGENDA NOTE:**

*Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, Trabuco Canyon Water District will be holding this Regular Board Meeting by video broadcast via **Go To Meeting**, and will be available live by video conference and telephone audio as follows:*

**Video Conferencing:** You can join the meeting from your computer, tablet, or smartphone by clicking on the following link: <https://global.gotomeeting.com/join/177055533>

**Telephone Audio:** [1 877 309 2073](tel:18773092073) (Toll Free)

**Access Code:** 177-055-533

*Persons desiring to monitor the Board meeting agenda items may download the Board meeting agenda and documents on the internet at [www.tcwd.ca.gov](http://www.tcwd.ca.gov).*

*You may submit public comments by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). In order to be part of the record, emailed comments on meeting agenda items must be received by the District, at the referenced e-mail address, not later than 6:00 p.m. (PDT) on the day of the meeting. Public comments may also be submitted by teleconference during the meeting.*

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

*Determine need and take action on item(s) that arose subsequent to posting the Regular Board Meeting agenda.*

**VISITOR PARTICIPATION**

*Members of the public wishing to address the Board regarding a particular item on the agenda are requested to submit public comments by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). Public comments may also be submitted by teleconference during the meeting. The Board President will call on the visitor following the Board's discussion about the matter. Members of the public will be given the opportunity to speak prior to the Board taking action on that item. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.*

**TRABUCO CANYON WATER DISTRICT  
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**ORAL COMMUNICATION**

Members of the public who wish to make comment on matters not appearing on the agenda are requested to submit oral communication by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). Public comments may also be submitted by teleconference during the meeting. Under the requirements of State Law, Directors cannot take action on items not identified on the agenda and will not make decisions on such matters. The Board President may direct District Staff to follow up on issues as may be deemed appropriate. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.

**DIRECTORS' COMMENTS AND MEETING REPORTS**

**REPORT FROM THE GENERAL MANAGER**

**CONSENT CALENDAR**

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All matters under the Consent Calendar will be approved by one motion unless a Board member or staff member requests a separate action on a specific item.

**ITEM 1: APPROVAL OF MINUTES OF BOARD MEETING(S)**

**RECOMMENDED ACTION**

Approve the minutes of the following Board Meetings:

1. October 6, 2020 Special Board Meeting
2. October 21, 2020 Regular Board Meeting

**ITEM 2: TREASURER'S REPORT**

a. **FINANCE/AUDIT COMMITTEE MEETING**

**RECOMMENDED ACTION:**

Receive and file the following Finance/Audit Committee Meeting Recap(s):

1. October 14, 2020

b. **PRESENTATION OF FINANCIALS**

**RECOMMENDED ACTION:**

Receive and file the preliminary statement(s) of revenues and expenses and preliminary unaudited financials for the following month(s):

1. September 2020

c. **PAYMENT OF BILLS FOR CONSIDERATION**

**RECOMMENDED ACTION:**

Ratify the payment of bills for consideration, Payroll and Payroll Taxes for October 2020.



**TRABUCO CANYON WATER DISTRICT  
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**ITEM 3: ENGINEERING/OPERATIONAL COMMITTEE MEETING**

**RECOMMENDED ACTION:**

*Receive and file the following Engineering/Operational Committee Meeting Recap(s):*

1. October 7, 2020

**ITEM 4: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/ATTENDANCE**

**RECOMMENDED ACTION:**

*Ratify the Directors' expenses and fees from October 2020 and approve tentative future meetings/attendance.*

**ACTION CALENDAR**

*All matters under the Action Calendar have been reviewed by the General Manager and Staff prior to the Board's consideration.*

**ADMINISTRATIVE MATTERS**

**ITEM 5: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING THE CORONAVIRUS, INCLUDING SAFETY OF DISTRICT SERVICES AND EMPLOYEES, AND IMPACT TO BOARD & COMMITTEE MEETINGS**

**RECOMMENDED ACTION(S):**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**ITEM 6: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS**

**RECOMMENDED ACTION(S):**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**ITEM 7: PUBLIC HEARING CONCERNING, AND POSSIBLE ADOPTION OF SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) PROPOSED WASTE DISCHARGE PRETREATMENT ORDINANCE, SOURCE CONTROL PROGRAM FOR WASTEWATER FLOWS UPDATE AND ENFORCEMENT PLAN UPDATE**

**RECOMMENDED ACTION(S):**

1. Receive information concerning the matter at the time of the Board Meeting.
2. Conduct Public Hearing to receive public comments relating to the adoption of the proposed Waste Discharge Pretreatment Ordinance, Source Control Program and Enforcement Plan Update.
3. Adopt Ordinance No. 2020-21 – Ordinance of the Board of Directors of Trabuco Canyon Water District Supplementing and Readopting Waste Discharge Pretreatment and Source Control Programs for Wastewater Flows Within the Boundaries of Trabuco Canyon Water District, Adopting the Trabuco Canyon Water District Enforcement Response Plan in Connection Therewith, Making Certain Findings and Determinations, Superseding Prior Ordinances and Taking Related Actions.



**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING AGENDA | NOVEMBER 18, 2020**

**ITEM 8: APPROVAL OF AGREEMENT EXTENSION BETWEEN TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC FOR SEWAGE HAULING SERVICES**

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC.*

**ITEM 9: APPROVAL OF COMMON INTEREST AGREEMENT REGARDING THE ALLEN MCCOLLOCH PIPELINE SALE AGREEMENT TO METROPOLITAN WATER DISTRICT**

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Common Interest Agreement Regarding the Allen McColloch Pipeline Sale Agreement to Metropolitan Water District.*

**ITEM 10: DISCUSSION CONCERNING DIRECTOR CONFLICT OF INTEREST DETERMINATION PROCESS AND CHECKLIST**

**RECOMMENDED ACTION(S):**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**FINANCIAL MATTERS**

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**ITEM 11: APPROVAL OF CONTRACT CHANGE ORDER NO. 2 FOR RAFTELIS FINANCIAL CONSULTANTS FOR TRABUCO CANYON WATER DISTRICT**

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Raftelis Financial Consultants Contract Change Order No. 2 in the amount of \$8,950.*

**ENGINEERING MATTERS**

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**ITEM 12: APPROVAL OF COST SHARING AGREEMENT WITH MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWD OC) FOR PREPARATION OF THE DISTRICT'S 2020 URBAN WATER MANAGEMENT PLAN (UWMP)**

**RECOMMENDED ACTION:**

1. *Receive information at the time of the Board Meeting.*
2. *Authorize the General Manager to execute a cost sharing agreement with Municipal Water District of Orange County for 2020 Urban Water Management Plan preparation services for a not to exceed amount of \$39,000.*



**LEGISLATIVE, ADMINISTRATIVE AND OTHER MATTERS**

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**ITEM 13: LOCAL GOVERNMENTAL AND LEGISLATIVE INFORMATIONAL MATTER(S)**

**RECOMMENDED ACTION(S):**

*Review and discuss local government and legislative informational matter(s) and take action(s) as deemed appropriate.*

**CLOSED SESSIONS**

**CLOSED SESSION NO. 1: CONFIDENTIAL INFORMATION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**TITLE: GENERAL LEGAL COUNSEL**

Pursuant to California Government Code Sections 54957(b) and 54954.5(e), the Board will meet in Closed Session to review and discuss confidential information concerning the District’s General Legal Counsel (Public Employee Performance Evaluation)

**ITEM 14: REPORT OF ACTION(S) TAKEN IN CLOSED SESSION**

**RECOMMENDED ACTION(S):**

*Provide announcement(s) of action(s) taken in Closed Session(s), if any.*

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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ITEM 15: \_\_\_\_\_

ITEM 16: \_\_\_\_\_

**OTHER INFORMATION/MATTERS**

*Reports or comments from the General Manager and/or Staff*

**ADDITIONAL DIRECTORS’ COMMENTS**

*Additional reports or comments from Directors*

**ADDITIONAL GENERAL MANAGER COMMENTS**

*Additional reports or comments from the General Manager*

**END ACTION CALENDAR & ADJOURNMENT**

**AVAILABILITY OF AGENDA MATERIALS**

*Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Trabuco Canyon Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the Trabuco Canyon Water District Administrative Facility, 32003 Dove Canyon Drive, Trabuco Canyon, California (District Administrative Facility) and will be posted online on the District’s website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available online at [www.tcwd.ca.gov](http://www.tcwd.ca.gov) at the same time as they are distributed to the Board Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District’s website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov).*



**TRABUCO CANYON WATER DISTRICT  
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**COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2**

*In compliance with California law and the Americans with Disabilities Act, if you need special disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 858-0277, at least 48 hours in advance of the scheduled Board meeting. Notification at least 48 hours prior to the meeting will assist the District in making reasonable arrangements to accommodate your request. The Board Meeting Room is wheelchair accessible.*

**FUTURE SCHEDULED REGULAR BOARD MEETINGS OF THE BOARD OF DIRECTORS**

*Upcoming Regular Meetings of the Board are expected to be held at the District Administrative Facility (Board Meeting Room) located at 32003 Dove Canyon Drive, Trabuco Canyon, California 92679 and are currently scheduled as follows:*

**December 16, 2020 | January 20, 2021 | February 17, 2021**

*The District may conduct future meetings via teleconferencing and/or video during the current ongoing emergency situation.*



**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**CONSENT CALENDAR**

**ITEM 1: APPROVAL OF MINUTES OF BOARD MEETING(S)**

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**RECOMMENDED ACTION**

*Approve the minutes of the following Board Meetings:*

- 1. October 6, 2020 Special Board Meeting*
- 2. October 21, 2020 Regular Board Meeting*

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**



## **MINUTES OF THE SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | OCTOBER 6, 2020**

The Special Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on October 6, 2020 was called to order by President Safranski at 6:00 p.m., via conference call in the Board Room at the District Administrative Facility, located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Michael Perea, District Secretary, transcribed the minutes thereof.

### **DIRECTORS PRESENT**

President Michael Safranski  
Vice President Don Chadd  
Director Glenn Acosta  
Director Stephen Dopudja  
Director Edward Mandich

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager/District Secretary

### **STAFF PRESENT ON CONFERENCE CALL**

Lorrie Lausten, District Engineer  
Karen Warner, Senior Accountant  
Lisa Marie Sangi, Administrative Assistant

### **DISTRICT CONSULTANTS PRESENT**

Rob Anslow, District General Legal Counsel (Atkinson, Andelson, Loya, Ruud & Romo - AALRR)  
Cindy Byerrum, District Treasurer (Eide Bailly LLP)  
Steve Gagnon, Raftelis Financial Consultants

### **PUBLIC PRESENT ON THE CONFERENCE CALL**

None

### **PLEDGE OF ALLEGIANCE**

Director Chadd led the Board of Directors, District staff, and audience in the Pledge of Allegiance.

### **VISITOR PARTICIPATION**

None

### **ORAL COMMUNICATION**

None

### **DIRECTOR'S COMMENTS**

There were no Director comments received.

**TRABUCO CANYON WATER DISTRICT  
SPECIAL BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 6, 2020**

**REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported that District staff responded to an emergency domestic water line break on Silvertree Lane in the Trabuco Highlands community

**ADMINISTRATIVE MATTERS**

**ITEM 1: ADOPTION OF RESOLUTIONS CONCERNING APPLICATION FOR THE U.S. BUREAU OF RECLAMATION'S WATERSMART GRANTS PROGRAM FOR AN AUTOMATIC METER READING/ADVANCED MEERING INFRASTRUCTURE (AMR/AMI) IMPLEMENTATION PROJECT**

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Mr. Paludi presented this matter for Board consideration, and he provided a brief review of District staff efforts to date. Mr. Perea reported that this matter was approved by the Board at the September 16, 2020 Regular Board Meeting, but that the resolution language required necessary changes consistent with federal lafor adoption as well as separate resolutions for each project grant funding group.

**Action:**

A motion was made by Director Acosta and seconded by Director Mandich to:

- Adopt Resolution No. 2020-1286 – Resolution of the Board of Directors of the Trabuco Canyon Water District Authorizing the Submittal of an Application for the WaterSMART: Water Energy Efficiency Grant 2021 (Funding Group 1).
- Adopt Resolution No. 2020-1287 – Resolution of the Board of Directors of the Trabuco Canyon Water District Authorizing the Submittal of an Application for the WaterSMART: Water Energy Efficiency Grant 2021 (Funding Group 2).

The motion carried 5 – 0.

**ITEM 2: TRABUCO CANYON WATER DISTRICT WATER, WASTEWATER, AND NON-DOMESTIC WATER RATES AND CHARGES WORKSHOP NO. 2**

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Mr. Paludi presented this matter for Board consideration, and he commended District staff for their hard work with Raftelis Financial Consultants (Raftelis) in preparation for the presentation of the proposed rates and charges. Mr. Gagnon delivered a PowerPoint presentation which reviewed the proposed financial plan and rates for water, wastewater, and non-domestic water services to District customers as well as the potential real impacts to customer monthly utility bills. Mr. Gagnon provided additional information related to the proposed issuance of debt to assist with the implementation of the District's ten-year capital improvement plan. Discussion occurred concerning the non-domestic water rates development methodology, including overall comparison with domestic irrigation costs and energy demand impacts; Mr. Paludi commented that District staff will work with Raftelis to incorporate Board feedback related to the proposed non-domestic water rates.

**Action:**

No action was taken by the Board of Directors.

**ADJOURNMENT**

President Safranski adjourned the October 21, 2020 Regular Board Meeting at 7:20 p.m.



## **MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | OCTOBER 21, 2020**

The Regular Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on October 21, 2020 was called to order by President Safranski at 7:00 p.m., via conference call in the Board Room at the District Administrative Facility, located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Michael Perea, District Secretary, transcribed the minutes thereof.

### **DIRECTORS PRESENT**

President Michael Safranski  
Vice President Don Chadd  
Director Glenn Acosta  
Director Stephen Dopudja  
Director Edward Mandich

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager/District Secretary  
Lisa Marie Sangi, Administrative Assistant  
Lorrie Lausten, District Engineer

### **STAFF PRESENT ON CONFERENCE CALL**

None

### **DISTRICT CONSULTANTS PRESENT**

Rob Anslow, District General Legal Counsel (Atkinson, Andelson, Loya, Ruud & Romo - AALRR)

### **DISTRICT CONSULTANTS PRESENT ON CONFERENCE CALL**

None

### **PUBLIC PRESENT ON THE CONFERENCE CALL**

Beth Heard, Resident

### **PLEDGE OF ALLEGIANCE**

Director Acosta led the Board of Directors, District staff, and audience in the Pledge of Allegiance.

### **ITEMS TOO LATE TO BE AGENDIZED**

None

### **VISITOR PARTICIPATION**

None

### **ORAL COMMUNICATION**

None

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 21, 2020**

**DIRECTOR'S COMMENTS**

Director Mandich reported on his virtual attendance at the Santa Margarita Water District Trampas Dam Reservoir Virtual Event.

Director Dopudja reported on his virtual attendance at the Santa Margarita Water District Trampas Dam Reservoir Virtual Event. Director Dopudja reported there were no updates concerning the South Orange County Wastewater Authority (SOCWA).

Director Chadd had no comments.

Director Acosta reported on his attendance at the City of Rancho Santa Margarita City Council Meetings.

Director Safranski reported on his virtual attendance at the Santa Margarita Water District Trampas Dam Reservoir Virtual Event, and he mentioned that he worked with the General Manager to send a letter to Santa Margarita Water District commending them on this project.

**REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported on the following matters:

- Mr. Paludi reminded the Board of Directors that the District's Administration Facility will serve as an early voting center for the 2020 General Election for the Orange County Registrar of Voters.
- Mr. Paludi mentioned that the District had received a reimbursement check from the CalOES for the Alternate Raw Water Transmission Line Project as approved by the Federal Emergency Management Agency (FEMA).
- Mr. Paludi reported that Ralph Anderson & Associates were currently compiling the data and identified the list of comparative agencies for the Salary Survey, and that a report will be brought to the Board of Directors before the end of the year.
- Mr. Paludi reported that District staff is working with the Rutter Development Corporation on the reservoir and pump station testing prior to home construction, and that District staff was scheduled to meet with Rutter the following day.

**CONSENT CALENDAR**

President Safranski indicated that all matters under the Consent Calendar would be approved by one motion unless a Board member or staff member requests a separate action on a specific item.

**Action:** A motion was made by Director Chadd and seconded by Director Mandich to approve the Consent Calendar. There was no further discussion.  
The motion was approved by a vote of 5 - 0.

**ADMINISTRATIVE MATTERS**

**ITEM 5: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING THE CORONAVIRUS, INCLUDING SAFETY OF DISTRICT SERVICES AND EMPLOYEES, AND IMPACT TO BOARD & COMMITTEE MEETINGS**

Mr. Paludi provided a brief update on COVID-19 related matters throughout the county, and he mentioned that District staff support the current hybrid-meeting arrangement for public meetings. There were no other matters reported.

**Action:** The Board took no action on this matter.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 21, 2020**

*Director Mandich recused himself from discussion on the following matters by physically leaving the Board Room at approximately at 7:16pm*

**ITEM 6: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS**

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Mr. Paludi presented this matter for Board consideration, and he mentioned there were no new related matters to report. Mr. Paludi mentioned that he contacted Mr. Michael Battaglia, formerly of Taylor Morrison Homes (formerly William Lyon Homes), and he mentioned that it is was indicated that the project is not active at this time due to the District's easements.

Ms. Lausten provided a brief update on the organizational changes which impact the parking study performed by Albert Grover & Associates, and she reported that AGA Engineers, Inc (AGA). has assumed their clients. Ms. Lausten recommended that the Board of Directors approve the Assumption and Assignment of Contract to AGA. Discussion occurred concerning the scope of work for the study; Ms. Lausten mentioned that AGA would be onsite on November 3, 2020 for Election Day to monitor vehicle traffic and pedestrian access to the District's Administration Facility.

**Action:** A motion was made by Director Acosta and seconded by Dopudja to authorize the General Manager to execute the Assumption and Assignment of Contract from Albert Grover and Associates to AGA Engineers, Inc.

*Director Mandich returned to the Board Room at approximately 7:24 p.m. and resumed his participation on the remaining business.*

**ITEM 7: DISCUSSION AND APPROVAL OF NOTICE OF PUBLIC HEARING ON PROPOSED WATER, WASTEWATER, AND RECYCLED WATER RATE ADJUSTMENTS**

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Mr. Paludi provided a brief report on the proposed water, wastewater, and recycled water rate and charges analysis (Rate Study) to date, and he briefly reviewed the internal analysis of non-domestic water peaking impacts and demand impacts which support the development of a blended uniform rate for non-domestic water users. Discussion occurred concerning the overall impact on non-domestic water users over the five-year period; Mr. Paludi indicated that the increases were modified to ramp up over the first two-years to allow non-domestic water users to budget appropriately for the increases. The Board of Directors commended District staff for the considerations made for District customers in the current economic climate due to the impacts of COVID-19. President Safranski asked District staff to clarify the Notice of Public Hearing notification process; Mr. Perea reported that the Notice of Public Hearing would be mailed to affected customers no later than October 30<sup>th</sup> in accordance with Proposition 218 and State Law in order for the Public Hearing to be held on December 16, 2020.

**Action:** A motion was made by Director Acosta and seconded by Director Mandich on the following matters:

- Authorization to District staff to move forward with the preparation of the DRAFT Rate Study and Report and other related matters for a Public Hearing at the December 16, 2020 Regular Board Meeting.
- Approve form of, and authorize District staff to publish, post, and mail the Notice of Public Hearing concerning Proposed Water, Wastewater, and Recycled Water Rate Adjustments in accordance with Proposition 218 and District Policies.

The motion was approved by a vote of 5 - 0.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 21, 2020**

**ITEM 8: APPROVAL OF CONTRACT WITH TESCO CONTROLS FOR THE PURCHASE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT FOR THE DISTRICT'S SCADA SYSTEM UPGRADE PROJECT**

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Mr. Paludi introduced this matter for Board consideration, and he mentioned that this matter was reviewed with the Engineering/Operational Committee. Ms. Lausten provided a brief project status update, and she highlighted the SCADA system upgrades completed to date. Ms. Lausten delivered a PowerPoint presentation for Board review, and she reported that the Fiscal Year 2020/2021 CIP Budget for this project is \$600,000. Director Safranski asked District staff about the cost breakdown for hardware/software and labor/integration costs; Ms. Lausten commented that she would provide that information to the Board.

**Action:** A motion was made by Director Acosta and seconded by Director Dopudja to authorize the General Manager to execute a contract for the Fiscal Year 2020-2021 SCADA Upgrades to TESCO Controls, Inc. in the not to exceed amount of \$580,120.  
The motion was approved by a vote of 5 - 0.

**ITEM 9: SKYRIDGE BY LENNAR HOMES OF CALIFORNIA, INC. – ACCEPTANCE OF WATER, NON-DOMESTIC WATER, AND SEWER FACILITIES CONSTRUCTED IN TRACT NO. 17392 AND OFFSITE IMPROVEMENTS**

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Mr. Paludi presented this matter for Board review, and he mentioned this matter was reviewed with the Engineering/Operational Committee. Ms. Lausten reported that typically this matter is presented to the Board for consideration after the development is completed, but that the matter was missed by District staff. Ms. Lausten recommended the Board accept the water, sewer, and non-domestic water facilities and offsite improvements in accordance with District Policy by resolution.

**Action:** A motion was made by Director Acosta and seconded by Director Mandich to adopt Resolution No. 2020-1287 – Resolution of the Board of Directors of Trabuco Canyon Water District Accepting Water, Non-Domestic Water, and Sewer Facilities Constructed Within Tract No. 17392 and Accepting Off-Site Improvements (Skyridge by Lennar Homes of California, Inc.).  
The motion was approved by a vote of 5 - 0.

**ITEM 10: APPROVAL OF CONTRACT AMENDMENT WITH TETRA TECH ENGINEERING FOR PORTER PROPERTY RESERVOIR PLANNING LEVEL CONSTRUCTION COST ESTIMATE**

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Mr. Paludi provided a brief update on this matter, and he mentioned this matter was reviewed with the Engineering/Operational Committee. Ms. Lausten reported that the Engineering/Operational Committee recommended that District staff evaluate the feasibility of constructing a domestic water reservoir on the District-owned Porter Property, and she presented a contract amendment from Tetra Tech Engineering for a planning level construction cost estimate for the recommended work. Mr. Paludi reported that the cost for the proposed work would not be shared with the developer of Saddleback Meadows.

**Action:** A motion was made by Director Dopudja and seconded by Director Acosta to approve contract amendment with Tetra Tech Engineering for Porter Property Reservoir Planning Level Construction Cost Estimate for a not to exceed amount of \$11,880.  
The motion was approved by a vote of 5 - 0.

**ITEM 11: APPROVAL OF CONTRACT WITH FERREIRA CONSTRUCTION FOR SILVERTREE LANE PIPELINE IMPROVEMENTS**

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Mr. Paludi introduced this matter for Board consideration, and he commended Ferreira Construction (Contractor) for the work completed to date and recognized District Operations staff for their hard work as well. Ms. Lausten

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 21, 2020**

mentioned this matter was reviewed with, and approved by, the Engineering/Operational Committee, and she provided a brief overview of the project work completed to date. Ms. Lausten recommended that the Board of Directors ratify the contract with Ferreira Construction for the project work on a time and materials basis for a not to exceed amount of \$450,000 without further Board approval. Discussion occurred concerning project timeline for completion.

**Action:** A motion was made by Director Chadd and seconded by Director Dopudja to ratify the contract with Ferreira Construction for the Slivertree Lane Water Main Replacement Project on Time and Materials Basis, for a not to exceed amount of \$450,000 without further Board approval  
The motion was approved by a vote of 5 - 0.

**LEGISLATIVE, ADMINISTRATIVE AND OTHER**

**ITEM 12: ELECTION OF INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY (ISDOC) EXECUTIVE COMMITTEE OFFICERS**

Mr. Paludi introduced this matter for Board consideration, and he mentioned that Mr. Mark Monin, Director of El Toro Water District, requested support from the Board of Directors at the prior Regular Board Meeting. Discussion occurred concerning the candidates for the open position. Director Acosta, the District's ISDOC representative, recommended Mr. Monin for the position.

**Action:** A motion was made by Director Mandich and seconded by Director Dopudja to authorize vote for El Toro Water District Director Mark Monin through the District Board of Directors ISDOC representative for the ISDOC Executive Committee President for 2021, and to authorize and direct District staff to submit the ISDOC official ballot accordingly.  
The motion was approved by a vote of 5 – 0.

**LEGISLATIVE, ADMINISTRATIVE AND OTHER MATTERS**

**ITEM 13: LOCAL GOVERNMENTAL AND LEGISLATIVE INFORMATIONAL MATTER(S)**

Mr. Paludi provided updates on the following matters:

- **Municipal Water District of Orange County (MWDOC):** Mr. Paludi reported that MWDOC is currently conducting seismic retrofit and remodel of their administrative building; MWDOC is currently performing an Economic Study to evaluate the impacts of water service interruption in their service area.
- **Metropolitan Water District of Southern California (MET):** Mr. Paludi reported that MET Board of Directors have started a recruitment process for a new General Manager.

**Action:** The Board took no action on this matter.

**CLOSED SESSION**

The Board of Directors entered Closed Session at 8:04 p.m.

**CLOSED SESSION NO. 1: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

The Board of Directors met in Closed Session regarding significant exposure to legal proceedings and/or litigation pursuant to Government Code Sections 54956.9(d)(2) and 54954.5(c) - Number of Potential Cases: 1

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | OCTOBER 21, 2020**

The District's General Manager, Assistant General Manager, and General Legal Counsel participated in the closed session.

**CLOSED SESSION NO. 2: CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

The Board of Directors met in Closed Session regarding Government Code Sections 54956.8 and 54954.5(b) - Property: Real Property located at APN Nos. 842-061-05, 842-061-06, and 842-061-07, Trabuco Canyon, California.  
District Negotiator: General Manager  
Negotiating parties: Trabuco Canyon Water District & Irvine Ranch Water District  
Under negotiation: Price and Terms/Conditions of Sale

The District's General Manager, Assistant General Manager, and General Legal Counsel participated in the closed session.

The Board of Directors reconvened in Open Session at 9:00 p.m.

**ITEM 14: REPORT OF ACTION(S) TAKEN IN CLOSED SESSION**

**Action:** No announcement concerning action(s) taken in closed session was made.

**OTHER INFORMATION/MATTERS**

There were no other information or matters received.

**ADDITIONAL DIRECTORS' COMMENTS**

There were no additional Directors' comments received.

**ADDITIONAL GENERAL MANAGER COMMENTS**

None

**ADJOURNMENT**

President Safranski adjourned the October 21, 2020 Regular Board Meeting at 9:04 p.m.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**CONSENT CALENDAR**

**ITEM 2: TREASURER'S REPORT**

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a. *FINANCE/AUDIT COMMITTEE MEETING*

**RECOMMENDED ACTION:**

*Receive and file the following Finance/Audit Committee Meeting Recap(s):*

1. *October 14, 2020*

b. *PRESENTATION OF FINANCIALS*

**RECOMMENDED ACTION:**

*Receive and file the preliminary statement(s) of revenues and expenses and preliminary unaudited financials for the following month(s):*

1. *September 2020*

c. *PAYMENT OF BILLS FOR CONSIDERATION*

**RECOMMENDED ACTION:**

*Ratify the payment of bills for consideration, Payroll and Payroll Taxes for October 2020.*

**EXHIBITS:**

1. Revenue Report - October 2020
2. Disbursement Report – October 2020
3. Summary of Disbursements - October 2020
4. General Fund Warrant Register - October 2020
5. General Fund Payroll Warrant Register – October 2020

**CONTACTS (staff responsible): PALUDI/PEREA/WARNER**



## TRABUCO CANYON WATER DISTRICT FINANCE/AUDIT COMMITTEE MEETING RECAP | OCTOBER 14, 2020

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### **DIRECTORS PRESENT**

Director Don Chadd, Committee Chair  
Director Mike Safranski, Committee Member

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager / Board Secretary  
Lorrie Lausten, District Engineer  
Karen Warner, Senior Accountant  
Lisa Marie Sangi, Administrative Assistant

### **PUBLIC PRESENT VIA CONFERENCE CALL**

There was one caller.

### **CALL MEETING TO ORDER**

Director Chadd called the October 14, 2020 Finance/Audit Committee Meeting to order at 1:00 P.M.

### **VISITOR PARTICIPATION**

No visitor participation was received.

### **ORAL COMMUNICATION**

No oral communication was received.

### **COMMITTEE MEMBER COMMENTS**

None

### **REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported the following matters:

- **Silvertree Lane Domestic Pipeline Repair:** Mr. Paludi reported that the project is scheduled to begin the following day. Ms. Lausten mentioned; potholing has already started, and the old line will be abandoned in place.
- **District Water, Wastewater, and Recycled Water Rates and Charges Analysis:** Mr. Paludi provided a brief update on the District's Rate Study with Raftelis Financial Consultants, and he reported that District staff have completed a thorough review of the user peaking and demand impacts on the District's non-domestic water supplies and system.
- **Salary Survey Analysis:** Mr. Paludi provided a brief status report update on the salary survey as performed by Ralph Anderson & Associates.

### **ITEM 1: FINANCE/AUDIT COMMITTEE MEETING RECAP**

Mr. Paludi presented the Finance/Audit Committee Meeting Recap for Committee review in accordance with the agenda.

**TRABUCO CANYON WATER DISTRICT  
FINANCE AUDIT COMMITTEE MEETING RECAP | OCTOBER 14, 2020**

**RECOMMENDED ACTION:**

The Committee recommended that the Finance/Audit Committee Meeting Recap be forwarded to the Board of Directors for approval (Consent Calendar).

**ITEM 2: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, TENTATIVE FUTURE MEETINGS/ATTENDANCE**

Mr. Paludi presented the Directors' Fees and Expenses Report and Tentative Future Meetings/Attendance Report for Committee consideration and review.

**RECOMMENDED ACTION:**

The Committee recommended that the Directors' Fees and Expenses Report for September 2020, and the Tentative Future Meetings/Attendance Report be forwarded to the Board of Directors for ratification (Consent Calendar).

**ITEM 3: OTHER MATTERS**

Discussion occurred concerning the partnership between the District and the Orange County Registrar of Voters for General Election early voting center at the District's Administration Facility.

**RECOMMENDED ACTION:**

No action was taken.

**ITEM 4: FINANCIAL REPORT**

Ms. Warner presented the preliminary unaudited financials for August 2020 for Committee consideration.

***STATEMENT OF REVENUES AND EXPENSES***

***Operating Revenue, Residential Water Revenue***

Ms. Warner reported that this line item was higher than anticipated for the time of the year due to increased water demands.

***Operating Revenue, Baker Treatment Plant Water Sales***

Ms. Warner reported that this line item was higher than the prior month due to decreased water sales to the City of San Clemente.

***Operating Expenses, Total Operating Expenses***

Ms. Warner reported that this line item was higher than the prior month but was below the year to date budget.

***RESTRICTED ASSETS REPORT & INVESTMENT SCHEDULE***

Ms. Warner reviewed the District's reserve account levels and investment schedule for the month of August.

There was brief discussion concerning Federal Emergency Management Agency (FEMA) reimbursement for the Alternate Raw Water Transmission Line project. Mr. Paludi reported that FEMA has approved the project for reimbursement, but the District has not received the funds to date.

**RECOMMENDED ACTION:**

The Committee signed the bills for consideration and the warrant register and recommended that the Board ratify payment of the bills for consideration for October 14, 2020 as presented (Consent Calendar).

**ADJOURNMENT**

Director Chadd adjourned the October 14, 2020 Finance/Audit Committee Meeting at 1:16 PM.



# Trabuco Canyon Water District

## Statement of Revenues & Expenses

### FY 2020-21 (Unaudited)

	September 2020	August 2020	Current YTD	Annual Budget	25% YTD	Prior YTD
<b>1 Operating Revenue</b>						
2 Residential Water	\$ 384,517	\$ 392,580	\$ 1,124,541	\$ 3,497,400	32%	\$ 983,182
3 Business & Industrial Water	16,672	13,414	41,525	150,300	28%	39,982
4 Irrigation Water	124,735	99,358	320,523	823,400	39%	206,663
5 Stand-by	3,417	3,417	10,250	41,000	25%	7,025
6 Sanitation Revenue	143,211	141,926	427,181	1,859,400	23%	419,050
7 Recycled & Reclaimed Revenue	102,403	121,697	315,560	725,000	44%	296,137
8 Baker Treatment Plant Water Sales	175,496	76,219	295,039	1,469,100	20%	250,430
9 Other Operating Revenue	357	450	1,921	164,600	1%	52,792
<b>10 Total Operating Revenue</b>	<b>950,809</b>	<b>849,061</b>	<b>2,536,541</b>	<b>8,730,200</b>	<b>29%</b>	<b>2,255,261</b>
<b>11 Non-Operating Revenue</b>						
12 Property Tax Unrestricted	142,283	142,283	426,850	1,707,400	25%	418,500
13 Interest Revenue	12,445	438	13,486	100,600	13%	37,992
14 Development Services	-	-	-	-	0%	100
15 Sale of Fixed Asset	-	-	-	50,000	0%	-
16 Other Non-Operating Revenue	2,070	3,728	7,898	70,600	11%	30,079
<b>17 Total Non-Operating Revenue</b>	<b>156,798</b>	<b>146,449</b>	<b>448,234</b>	<b>1,928,600</b>	<b>23%</b>	<b>486,671</b>
<b>18 Total Revenues</b>	<b>1,107,607</b>	<b>995,510</b>	<b>2,984,775</b>	<b>10,658,800</b>	<b>28%</b>	<b>2,741,933</b>
<b>19 Operating Expenses</b>						
20 Source of Supply	244,968	199,325	565,283	2,198,100	26%	603,710
21 Baker Treatment SOS Costs	164,120	81,888	281,923	1,155,300	24%	216,966
22 Water Related Expense	191,660	138,596	479,549	1,946,900	25%	331,619
23 Sanitation Expense	96,637	108,338	282,546	1,168,400	24%	359,826
24 Recycled Expense	22,252	25,950	64,485	225,300	29%	79,935
25 Reclaimed Expense	20,347	24,045	58,770	221,400	27%	64,329
26 Salaries & Benefits	302,311	303,009	894,695	3,684,700	24%	832,979
27 OPEB Trust Contributions & Paygo	7,063	7,063	21,514	91,000	24%	22,921
28 Board Expense	9,029	9,708	27,821	114,400	24%	29,789
<b>29 Total Operating Expenses</b>	<b>1,058,386</b>	<b>897,923</b>	<b>2,676,586</b>	<b>10,805,500</b>	<b>25%</b>	<b>2,542,074</b>
<b>30 Non-Operating Expenses</b>						
31 Principal and Interest Expense	19,198	19,198	57,595	230,300	25%	57,595
32 Non-Operating Expense	65	6	71	3,600	2%	926
<b>33 Total Non-Operating Expenses</b>	<b>19,263</b>	<b>19,205</b>	<b>57,666</b>	<b>233,900</b>	<b>25%</b>	<b>58,521</b>
<b>Net Income Before OPEB, Depreciation &amp;</b>						
<b>34 Capital Contributions</b>	<b>29,958</b>	<b>78,383</b>	<b>250,523</b>	<b>(380,600)</b>		<b>141,337</b>
35 WRES Fees for Capital	68,406	68,335	205,168	834,300	25%	211,528
36 Developer Impact Fees	-	-	-	-	0%	-
37 Other Capital Contributions	-	-	-	-	0%	-
<b>38 Total Capital Contributions</b>	<b>68,406</b>	<b>68,335</b>	<b>205,168</b>	<b>834,300</b>	<b>25%</b>	<b>211,528</b>
<b>39 Net Income</b>	<b>\$ 98,364</b>	<b>\$ 146,718</b>	<b>\$ 455,691</b>	<b>\$ 453,700</b>	<b>100%</b>	<b>\$ 352,866</b>

*\*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.*

*\*\* Baker Treatment Plant O&M revenues and expenses are billed quarterly. As a result the % of budget may appear skewed until billing occurs.*



**Trabuco Canyon Water District**  
**Balance Sheet - Comparative**  
**As of September 30, 2020**  
**(Unaudited)**

	September 2020	August 2020	September 2019
<b>1 Assets</b>			
<b>2 Current Assets</b>			
3 Cash	\$ 582,608	\$ 833,270	\$ 788,304
4 Accounts Receivable, Net	4,946,769	4,833,329	2,763,213
5 Property Tax Receivable	1,718,981	1,745,370	1,670,093
6 Prepaid Expenses	371,873	306,452	369,301
<b>7 Total Current Assets</b>	<b>7,620,231</b>	<b>7,718,421</b>	<b>5,590,911</b>
<b>8 Total Restricted Assets (see Schedule A)</b>	<b>6,127,690</b>	<b>6,127,728</b>	<b>6,244,592</b>
<b>9 Utility Plant</b>			
10 Utility Plant, at Cost	116,126,899	116,004,288	114,242,662
11 Accumulated Depreciation	(72,318,615)	(72,030,075)	(69,074,536)
12 Construction in Progress	3,115,934	3,074,443	585,060
<b>13 Total Utility Plant</b>	<b>46,924,218</b>	<b>47,048,655</b>	<b>45,753,186</b>
<b>14 Other Assets</b>			
15 Due from BTP	1,373,240	1,404,222	1,748,711
16 Deferred Outflow (Pension Related)	1,179,514	1,179,514	1,126,151
<b>17 Total Other Assets</b>	<b>2,552,754</b>	<b>2,583,736</b>	<b>2,874,862</b>
<b>18 Total Assets</b>	<b>\$ 63,224,894</b>	<b>\$ 63,478,540</b>	<b>\$ 60,463,551</b>
<b>19 Liabilities &amp; Retained Earnings</b>			
<b>20 Current Liabilities</b>			
21 Accounts Payable	\$ 1,752,730	\$ 1,645,177	\$ 1,226,568
22 Due to Internal Financing Fund	1,373,240	1,404,222	1,748,711
23 Accrued Expenses	349,328	290,076	259,208
24 Deferred Property Tax Revenue	1,311,300	1,457,000	1,276,575
<b>25 Total Current Liabilities</b>	<b>4,786,599</b>	<b>4,796,475</b>	<b>4,511,062</b>
<b>26 Liabilities to be Paid from Restricted Assets</b>			
27 Accrued Bond Interest	13,236	8,824	14,232
28 Current Portion-Long Term Debt	178,449	178,449	172,473
29 Refundable Deposits	13,500	13,500	11,000
30 Developer Deposits	110,793	139,899	494,175
<b>31 Total Liabilities to be Paid from Restricted Assets</b>	<b>315,979</b>	<b>340,672</b>	<b>691,880</b>



**Trabuco Canyon Water District**  
**Balance Sheet - Comparative**  
**As of September 30, 2020**  
**(Unaudited)**

<b>32 Long Term Debt</b>			
33 Accrued Post Employment Benefits	533,587	533,587	570,267
34 Accrued Pension Liability	3,301,860	3,301,860	3,089,532
35 State Revolving Fund Loan	2,140,052	2,140,052	2,320,470
<b>36 Total Long Term Debt</b>	<b>5,975,499</b>	<b>5,975,499</b>	<b>5,980,269</b>
<b>37 Total Liabilities</b>	<b>11,078,076</b>	<b>11,112,647</b>	<b>11,183,211</b>
<b>38 Fund Balance</b>			
39 Invested in Capital Net of Related Debt	44,592,481	44,721,330	43,246,010
40 Restricted for Debt Service	219,142	219,180	201,257
41 Legally Restricted	2,395,813	2,392,618	2,928,639
42 Designated by Board	3,402,609	3,402,609	2,992,443
43 Unrestricted	1,536,772	1,630,156	(88,010)
<b>44 Total Fund Balance</b>	<b>52,146,818</b>	<b>52,365,893</b>	<b>49,280,340</b>
<b>45 Total Liabilities and Fund Balance</b>	<b>\$ 63,224,894</b>	<b>\$ 63,478,540</b>	<b>\$ 60,463,551</b>



**Trabuco Canyon Water District**  
**Restricted Assets Report**  
**As of September 30, 2020**  
**(Unaudited)**

	September 2020	August 2020	September 2019
<b>1 LAIF Accounts (at Cost)</b>			
2 Internal Financing	\$ (2,863,970)	\$ (2,843,904)	\$ (3,124,935)
3 Capital Improvement Charges	-	-	807,809
4 Water Storage Facilities	1,051,427	1,051,427	1,044,772
5 Sanitation Capital Improvement	391,521	405,646	686,990
6 WRES - Rose Canyon/Lang Wells	1,150,394	1,116,231	943,273
7 WRES - Reservoir/Distribution Improvements	2,590,340	2,587,116	2,496,318
8 RD#5	76,102	76,102	74,412
9 Developer Deposits	-	-	390,071
10 LAIF Interim Sewage	110,126	113,321	107,021
11 Water Rate Stabilization Funds	684,080	684,080	607,500
12 Sewer Rate Stabilization Funds	726,160	726,160	265,000
13 Working Capital Funds	1,975,776	1,975,776	1,733,144
14 Market Value Over/(Under) Cost	16,593	16,593	11,960
<b>15 State Revolving Fund</b>			
16 Cash in CB&T Reserved for SRF Loan	219,142	219,180	201,257
<b>17 Total Restricted Assets</b>	<b>\$ 6,127,690</b>	<b>\$ 6,127,728</b>	<b>\$ 6,244,592</b>



**Trabuco Canyon Water District**  
**Investment Schedule**  
**As of September 30, 2020**  
**(Unaudited)**

DESCRIPTION	RATE	COST	MARKET	% OF TOTAL
<b>District Investments in the California Local Agency Investment Fund (LAIF)</b>				
1 Water Storage Fees	0.685%	\$ 1,051,427	1,055,753	18%
2 Sanitation Capital Improvement	0.685%	391,521	393,132	7%
3 Trabuco Creek Wells	0.685%	1,150,394	1,155,128	20%
4 Reservoir/Distribution	0.685%	2,590,340	2,600,998	44%
5 RD#5	0.685%	76,102	76,415	1%
6 LAIF Interim Sewage	0.685%	110,126	110,579	2%
7 Water Rate Stabilization Funds	0.685%	684,080	686,895	12%
8 Sewer Rate Stabilization Funds	0.685%	726,160	729,148	12%
9 Working Capital Funds	0.685%	1,975,776	1,983,905	34%
10 Internal Financing	0.685%	(2,863,970)	(2,875,754)	-49%
<b>Total District Investments</b>		<b>\$ 5,891,955</b>	<b>\$ 5,916,197</b>	<b>100%</b>

*\* A negative number indicates the use of reserves to fund operations.*

*\*\* Market values are adjusted on a quarterly basis and recorded in the District's financials statements at the end of the fiscal year.*

**CERTIFICATION**

I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 53646(b)(2) and (3), respectively.

***Cindy Byerrum, CPA***

***Contract CPA and Treasurer***



**Trabuco Canyon Water District**  
**Checking Account Activity**  
**September 2020**  
**(Unaudited)**

<b>Inflows</b>	<b>Current Month</b>	<b>Year to Date</b>
Utility Billing Collections	\$ 844,753	\$ 2,275,017
Tax Receipts	26,325	51,407
Transfer From LAIF	-	500,000
Transfer From State Revolving Loan	-	-
Developer Fees	-	-
Miscellaneous	4,109	4,654,331
<b>Total Inflows</b>	<b>875,187</b>	<b>7,480,755</b>
<b>Outflows</b>		
Vouchers	579,560	3,115,411
Payroll	284,164	765,506
Transfer to LAIF	-	3,000,000
Miscellaneous & Online Payments	142,488	924,099
<b>Total Outflows</b>	<b>1,006,211</b>	<b>7,805,016</b>
<b>Net Change in Checking Account</b>	<b>(131,024)</b>	<b>(131,024)</b>
<b>Beginning Checking Account</b>	<b>862,181</b>	<b>862,181</b>
<b>Ending Checking Account</b>	<b>\$ 731,157</b>	<b>\$ 731,157</b>



Trabuco Canyon Water District, CA

# Bank Transaction Report

## Transaction Detail

Issued Date Range: 10/01/2020 - 10/31/2020

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
<b>Accounts Payable</b>							
<b>Bank Draft</b>							
10/01/2020		<a href="#">DFT0001686</a>	The Toll Roads	Accounts Payable	Outstanding	Bank Draft	-140.00
10/01/2020		<a href="#">DFT0001687</a>	Santa Margarita Water District	Accounts Payable	Outstanding	Bank Draft	-504.20
10/01/2020		<a href="#">DFT0001688</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-37,961.35
10/01/2020		<a href="#">DFT0001689</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-5,036.61
10/01/2020		<a href="#">DFT0001690</a>	Guardian	Accounts Payable	Outstanding	Bank Draft	-4,345.90
10/01/2020		<a href="#">DFT0001691</a>	VSP	Accounts Payable	Outstanding	Bank Draft	-854.45
10/01/2020		<a href="#">DFT0001692</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-7,567.39
10/01/2020		<a href="#">DFT0001693</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-3,181.83
10/01/2020		<a href="#">DFT0001694</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-14,232.38
10/01/2020		<a href="#">DFT0001695</a>	ADP	Accounts Payable	Outstanding	Bank Draft	-96,547.13
10/01/2020		<a href="#">DFT0001696</a>	EPX	Accounts Payable	Outstanding	Bank Draft	-4,268.82
10/02/2020		<a href="#">DFT0001697</a>	Stanley Security Solutions	Accounts Payable	Outstanding	Bank Draft	-642.15
10/02/2020		<a href="#">DFT0001698</a>	Verizon Wireless	Accounts Payable	Outstanding	Bank Draft	-2,729.47
10/02/2020		<a href="#">DFT0001699</a>	Southern California Edison	Accounts Payable	Outstanding	Bank Draft	-90,837.98
10/06/2020		<a href="#">DFT0001700</a>	Home Depot	Accounts Payable	Outstanding	Bank Draft	-146.45
10/07/2020		<a href="#">DFT0001701</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-35.72
10/07/2020		<a href="#">DFT0001702</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-50.33
10/07/2020		<a href="#">DFT0001703</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-87.55
10/07/2020		<a href="#">DFT0001704</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-35.72
10/07/2020		<a href="#">DFT0001705</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-35.72
10/07/2020		<a href="#">DFT0001706</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-84.46
10/07/2020		<a href="#">DFT0001707</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-105.09
10/07/2020		<a href="#">DFT0001708</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-84.46
10/07/2020		<a href="#">DFT0001709</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-84.46
10/07/2020		<a href="#">DFT0001710</a>	Cintas	Accounts Payable	Outstanding	Bank Draft	-84.46
10/07/2020		<a href="#">DFT0001711</a>	Shell Fleet Plus	Accounts Payable	Outstanding	Bank Draft	-874.67
10/07/2020		<a href="#">DFT0001712</a>	Exxon/Mobil	Accounts Payable	Outstanding	Bank Draft	-3,108.82
10/07/2020		<a href="#">DFT0001713</a>	The Toll Roads	Accounts Payable	Outstanding	Bank Draft	-140.00
10/09/2020		<a href="#">DFT0001714</a>	ADP	Accounts Payable	Outstanding	Bank Draft	-7.99
10/09/2020		<a href="#">DFT0001715</a>	Shred-it USA LLC	Accounts Payable	Outstanding	Bank Draft	-60.00
10/09/2020		<a href="#">DFT0001716</a>	Cox Communications	Accounts Payable	Outstanding	Bank Draft	-1,715.60
10/09/2020		<a href="#">DFT0001717</a>	Cox Communications	Accounts Payable	Outstanding	Bank Draft	-2,818.66
10/12/2020		<a href="#">DFT0001718</a>	Home Depot	Accounts Payable	Outstanding	Bank Draft	-521.95
10/12/2020		<a href="#">DFT0001719</a>	Lowe's	Accounts Payable	Outstanding	Bank Draft	-128.49
10/15/2020		<a href="#">DFT0001720</a>	Umpqua Bank	Accounts Payable	Outstanding	Bank Draft	-7,663.28

**Bank Transaction Report**

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/15/2020		<a href="#">DFT0001721</a>	County of Orange	Accounts Payable	Outstanding	Bank Draft	-843.96
10/15/2020		<a href="#">DFT0001722</a>	Cox Communications	Accounts Payable	Outstanding	Bank Draft	-101.46
10/15/2020		<a href="#">DFT0001723</a>	Cox Communications	Accounts Payable	Outstanding	Bank Draft	-686.25
10/15/2020		<a href="#">DFT0001724</a>	Xerox Corporation	Accounts Payable	Outstanding	Bank Draft	-302.21
10/15/2020		<a href="#">DFT0001725</a>	ADP	Accounts Payable	Outstanding	Bank Draft	-1,843.41
10/15/2020		<a href="#">DFT0001726</a>	ADP	Accounts Payable	Outstanding	Bank Draft	-41.01
10/16/2020		<a href="#">DFT0001727</a>	ADP	Accounts Payable	Outstanding	Bank Draft	-88,002.83
10/16/2020		<a href="#">DFT0001728</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-14,382.56
10/16/2020		<a href="#">DFT0001729</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-3,181.83
10/16/2020		<a href="#">DFT0001730</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-7,604.37
10/16/2020		<a href="#">DFT0001733</a>	CalPERS	Accounts Payable	Outstanding	Bank Draft	-14,232.38
10/20/2020		<a href="#">DFT0001734</a>	The Toll Roads	Accounts Payable	Outstanding	Bank Draft	-140.00
10/27/2020		<a href="#">DFT0001735</a>	The Toll Roads	Accounts Payable	Outstanding	Bank Draft	-140.00
10/27/2020		<a href="#">DFT0001736</a>	California Bank & Trust	Accounts Payable	Outstanding	Bank Draft	-6,000.00
10/28/2020		<a href="#">DFT0001737</a>	Local Agency Investment Fund	Accounts Payable	Outstanding	Bank Draft	-2,500,000.00
<b>Bank Draft Total: (50)</b>							<b>-2,924,225.81</b>
<b>Bank Draft Reversal</b>							
10/16/2020		<a href="#">DFT0001728</a>	CalPERS Reversal	Accounts Payable	Outstanding	Bank Draft Reversal	14,382.56
<b>Bank Draft Reversal Total: (1)</b>							<b>14,382.56</b>
<b>Check</b>							
10/01/2020		<a href="#">9488</a>	NBS	Accounts Payable	Outstanding	Check	-841.60
10/06/2020		<a href="#">9489</a>	ACWA/JPIA	Accounts Payable	Outstanding	Check	-641.50
10/06/2020		<a href="#">9490</a>	ALS - Truesdail Laboratories	Accounts Payable	Outstanding	Check	-847.75
10/06/2020		<a href="#">9491</a>	Applied Industrial Technologies	Accounts Payable	Outstanding	Check	-206.07
10/06/2020		<a href="#">9492</a>	Atkinson, Andelson, Loya, Ruud & Romo	Accounts Payable	Outstanding	Check	-12,164.50
10/06/2020		<a href="#">9493</a>	DMc Engineering	Accounts Payable	Outstanding	Check	-6,380.00
10/06/2020		<a href="#">9494</a>	Elite Equipment Inc.	Accounts Payable	Outstanding	Check	-1,107.10
10/06/2020		<a href="#">9495</a>	InfoSend, Inc.	Accounts Payable	Outstanding	Check	-2,430.64
10/06/2020		<a href="#">9496</a>	Irvine Pipe Supply	Accounts Payable	Outstanding	Check	-530.07
10/06/2020		<a href="#">9497</a>	Irvine Ranch Water District	Accounts Payable	Outstanding	Check	-5,376.90
10/06/2020		<a href="#">9498</a>	OC Superior Cleaning Services	Accounts Payable	Outstanding	Check	-980.00
10/06/2020		<a href="#">9499</a>	Olin Chemicals	Accounts Payable	Outstanding	Check	-2,071.62
10/06/2020		<a href="#">9500</a>	Praxair Distribution Inc	Accounts Payable	Outstanding	Check	-358.88
10/06/2020		<a href="#">9501</a>	S & J Supply Company	Accounts Payable	Outstanding	Check	-1,796.03
10/06/2020		<a href="#">9502</a>	Santa Margarita Water District	Accounts Payable	Outstanding	Check	-660.00
10/06/2020		<a href="#">9503</a>	Sierra Springs	Accounts Payable	Outstanding	Check	-19.50
10/06/2020		<a href="#">9504</a>	TAB AnswerNetwork	Accounts Payable	Outstanding	Check	-156.70
10/06/2020		<a href="#">9505</a>	Touch Tel Mobile	Accounts Payable	Outstanding	Check	-625.00
10/06/2020		<a href="#">9506</a>	TrucParCo	Accounts Payable	Outstanding	Check	-650.72
10/06/2020		<a href="#">9507</a>	USA Express Tire & Service	Accounts Payable	Outstanding	Check	-400.42
10/06/2020		<a href="#">9508</a>	Valvate Associates	Accounts Payable	Outstanding	Check	-220.08
10/06/2020		<a href="#">9509</a>	Weck Laboratories, Inc.	Accounts Payable	Outstanding	Check	-221.60

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/12/2020		<a href="#">9510</a>	ACWA/JPIA	Accounts Payable	Outstanding	Check	-40,065.33
10/12/2020		<a href="#">9511</a>	ALS - Truesdail Laboratories	Accounts Payable	Outstanding	Check	-1,370.00
10/12/2020		<a href="#">9512</a>	AT&T	Accounts Payable	Outstanding	Check	-739.59
10/12/2020		<a href="#">9513</a>	Duthie Electric Service Corporation	Accounts Payable	Outstanding	Check	-3,991.87
10/12/2020		<a href="#">9514</a>	Hydrotech Electric	Accounts Payable	Outstanding	Check	-7,287.80
10/12/2020		<a href="#">9515</a>	Irvine Pipe Supply	Accounts Payable	Outstanding	Check	-1,261.05
10/12/2020		<a href="#">9516</a>	J. G. Tucker & Son, Inc.	Accounts Payable	Outstanding	Check	-1,051.12
10/12/2020		<a href="#">9517</a>	MWH Constructors, Inc.	Accounts Payable	Outstanding	Check	-29,106.00
10/12/2020		<a href="#">9518</a>	OC Superior Cleaning Services	Accounts Payable	Outstanding	Check	-980.00
10/12/2020		<a href="#">9519</a>	Olin Chemicals	Accounts Payable	Outstanding	Check	-2,196.18
10/12/2020		<a href="#">9520</a>	Orange County Pumping, Inc.	Accounts Payable	Outstanding	Check	-2,485.00
10/12/2020		<a href="#">9521</a>	Orvac Electronics	Accounts Payable	Outstanding	Check	-177.73
10/12/2020		<a href="#">9522</a>	Rain for Rent Long Beach	Accounts Payable	Outstanding	Check	-16,050.04
10/12/2020		<a href="#">9523</a>	SS Mechanical Construction Corp.	Accounts Payable	Outstanding	Check	-19,366.00
10/12/2020		<a href="#">9524</a>	Tesco Controls, Inc.	Accounts Payable	Outstanding	Check	-242,990.00
10/12/2020		<a href="#">9525</a>	TrucParCo	Accounts Payable	Outstanding	Check	-645.38
10/12/2020		<a href="#">9526</a>	USABlueBook	Accounts Payable	Outstanding	Check	-4,945.73
10/12/2020		<a href="#">9527</a>	Vaughan's Industrial Repair Co., Inc.	Accounts Payable	Outstanding	Check	-25,014.65
10/12/2020		<a href="#">9528</a>	Weck Laboratories, Inc.	Accounts Payable	Outstanding	Check	-340.55
10/16/2020		<a href="#">9529</a>	ACWA/JPIA	Accounts Payable	Outstanding	Check	-74,192.14
10/16/2020		<a href="#">9530</a>	ALS - Truesdail Laboratories	Accounts Payable	Outstanding	Check	-185.00
10/16/2020		<a href="#">9531</a>	BAVCO Backflow Apparatus & Valve Co.	Accounts Payable	Outstanding	Check	-212.47
10/16/2020		<a href="#">9532</a>	Cintas	Accounts Payable	Outstanding	Check	-388.61
10/16/2020		<a href="#">9533</a>	DirecTV LLC	Accounts Payable	Outstanding	Check	-58.24
10/16/2020		<a href="#">9534</a>	Duthie Electric Service Corporation	Accounts Payable	Outstanding	Check	-1,209.06
10/16/2020		<a href="#">9535</a>	Eagle Communications	Accounts Payable	Outstanding	Check	-732.14
10/16/2020		<a href="#">9536</a>	Eurofins Eaton Analytical, Inc.	Accounts Payable	Outstanding	Check	-350.00
10/16/2020		<a href="#">9537</a>	Fisher Scientific Company, LLC	Accounts Payable	Outstanding	Check	-420.40
10/16/2020		<a href="#">9538</a>	Flo-Services, Inc.	Accounts Payable	Outstanding	Check	-29,622.77
10/16/2020		<a href="#">9539</a>	Grainger	Accounts Payable	Outstanding	Check	-867.08
10/16/2020		<a href="#">9540</a>	Haaker Equipment Company	Accounts Payable	Outstanding	Check	-361.08
10/16/2020		<a href="#">9541</a>	Hanson Bridgett LLP	Accounts Payable	Outstanding	Check	-5,207.50
10/16/2020		<a href="#">9542</a>	Industrial Electric	Accounts Payable	Outstanding	Check	-487.50
10/16/2020		<a href="#">9543</a>	Irvine Pipe Supply	Accounts Payable	Outstanding	Check	-458.04
10/16/2020		<a href="#">9544</a>	ISGUS America, LLC	Accounts Payable	Outstanding	Check	-91.25
10/16/2020		<a href="#">9545</a>	Olin Chemicals	Accounts Payable	Outstanding	Check	-1,200.52
10/16/2020		<a href="#">9546</a>	Orange County Pumping, Inc.	Accounts Payable	Outstanding	Check	-355.00
10/16/2020		<a href="#">9547</a>	Rain for Rent Long Beach	Accounts Payable	Outstanding	Check	-10,470.75
10/16/2020		<a href="#">9548</a>	SOCWA	Accounts Payable	Outstanding	Check	-12,083.00
10/16/2020		<a href="#">9549</a>	Tekdraulics	Accounts Payable	Outstanding	Check	-4,319.58
10/16/2020		<a href="#">9550</a>	Tesco Controls, Inc.	Accounts Payable	Outstanding	Check	-10,642.46
10/16/2020		<a href="#">9551</a>	Trench Shoring Company	Accounts Payable	Outstanding	Check	-397.60
10/16/2020		<a href="#">9552</a>	TrucParCo	Accounts Payable	Outstanding	Check	-285.77

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/16/2020		<a href="#">9553</a>	Underground Service Alert/SC	Accounts Payable	Outstanding	Check	-168.67
10/16/2020		<a href="#">9554</a>	Weck Laboratories, Inc.	Accounts Payable	Outstanding	Check	-221.60
10/16/2020		<a href="#">9555</a>	Westerly Meter Service Co.	Accounts Payable	Outstanding	Check	-35.00
<b>Check Total: (68)</b>							<b>-593,773.93</b>
<b>Check Reversal</b>							
10/01/2020		<a href="#">9243</a>	NBS Reversal	Accounts Payable	Outstanding	Check Reversal	841.60
<b>Check Reversal Total: (1)</b>							<b>841.60</b>
<b>EFT</b>							
10/06/2020		<a href="#">1</a>	Eide Bailly	Accounts Payable	Outstanding	EFT	-1,956.25
10/06/2020		<a href="#">2</a>	MWDOC	Accounts Payable	Outstanding	EFT	-183,773.03
10/06/2020		<a href="#">3</a>	Raftelis	Accounts Payable	Outstanding	EFT	-3,590.00
10/13/2020		<a href="#">4</a>	ACWA	Accounts Payable	Outstanding	EFT	-20,845.00
10/13/2020		<a href="#">5</a>	United Water Works, Inc.	Accounts Payable	Outstanding	EFT	-3,225.58
10/16/2020		<a href="#">6</a>	MWDOC	Accounts Payable	Outstanding	EFT	-12,504.87
10/16/2020		<a href="#">7</a>	Synoptek, LLC	Accounts Payable	Outstanding	EFT	-3,698.39
10/16/2020		<a href="#">8</a>	United Water Works, Inc.	Accounts Payable	Outstanding	EFT	-834.77
<b>EFT Total: (8)</b>							<b>-230,427.89</b>
<b>Accounts Payable Total: (128)</b>							<b>-3,733,203.47</b>

**General Ledger**

<b>Deposit</b>							
10/06/2020		<a href="#">DEP0011166</a>	Receipts - County of Orange - Sewer Services	General Ledger	Outstanding	Deposit	4,270.00
10/08/2020		<a href="#">DEP0011182</a>	Receipts - County of Orange - Property Taxes	General Ledger	Outstanding	Deposit	4,108.31
10/08/2020		<a href="#">DEP0011183</a>	Receipts - LAIF - Transfer	General Ledger	Outstanding	Deposit	300,000.00
10/12/2020		<a href="#">DEP0011218</a>	Receipts - CBM Trading - Recycled Metal	General Ledger	Outstanding	Deposit	1,638.00
10/13/2020		<a href="#">DEP0011219</a>	Receipts - LAIF - Transfer	General Ledger	Outstanding	Deposit	200,000.00
10/14/2020		<a href="#">DEP0011250</a>	Receipts - T-Mobile - Cell site rent	General Ledger	Outstanding	Deposit	2,069.63
10/14/2020		<a href="#">DEP0011251</a>	Receipts - SMWD - ETRSL FY 19/20	General Ledger	Outstanding	Deposit	157,821.47
10/20/2020		<a href="#">DEP0011359</a>	Receipts - Ritchie Bros. Auctioneers - Auction of vehicles	General Ledger	Outstanding	Deposit	48,690.50
10/20/2020		<a href="#">DEP0011361</a>	Receipts - OC Fire Authority - Sewer Services	General Ledger	Outstanding	Deposit	150.00
10/21/2020		<a href="#">DEP0011360</a>	Receipts - IRWD - ETRSL FY 19/20	General Ledger	Outstanding	Deposit	73,466.26
10/21/2020		<a href="#">DEP0011362</a>	Receipts - State of CA - FEMA Reimbursement	General Ledger	Outstanding	Deposit	2,528,981.00
10/23/2020		<a href="#">DEP0011363</a>	Receipts - Ritchie Bros Auction - Sale of vehicles	General Ledger	Outstanding	Deposit	33,085.00
<b>Deposit Total: (12)</b>							<b>3,354,280.17</b>
<b>General Ledger Total: (12)</b>							<b>3,354,280.17</b>

**Utility Billing**

<b>Deposit</b>							
10/01/2020		<a href="#">DEP0011107</a>	Utility Payment Packet UBPKT04777	Utility Billing	Outstanding	Deposit	5,938.24
10/01/2020		<a href="#">DEP0011110</a>	Utility Payment Packet UBPKT04778	Utility Billing	Outstanding	Deposit	2,637.23
10/01/2020		<a href="#">DEP0011114</a>	Utility Payment Packet UBPKT04781	Utility Billing	Outstanding	Deposit	3,835.06
10/02/2020		<a href="#">DEP0011117</a>	Utility Payment Packet UBPKT04783	Utility Billing	Outstanding	Deposit	1,981.81
10/02/2020		<a href="#">DEP0011120</a>	Utility Payment Packet UBPKT04782	Utility Billing	Outstanding	Deposit	5,003.20

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/02/2020		<a href="#">DEP0011123</a>	Utility Payment Packet UBPKT04779	Utility Billing	Outstanding	Deposit	6,587.19
10/02/2020		<a href="#">DEP0011126</a>	Utility Payment Packet UBPKT04780	Utility Billing	Outstanding	Deposit	13,306.81
10/02/2020		<a href="#">DEP0011129</a>	Utility Payment Packet UBPKT04784	Utility Billing	Outstanding	Deposit	6,608.19
10/03/2020		<a href="#">DEP0011132</a>	Utility Payment Packet UBPKT04785	Utility Billing	Outstanding	Deposit	1,670.78
10/04/2020		<a href="#">DEP0011135</a>	Utility Payment Packet UBPKT04786	Utility Billing	Outstanding	Deposit	1,323.25
10/05/2020		<a href="#">DEP0011138</a>	Utility Payment Packet UBPKT04788	Utility Billing	Outstanding	Deposit	5,126.69
10/05/2020		<a href="#">DEP0011141</a>	Utility Payment Packet UBPKT04787	Utility Billing	Outstanding	Deposit	3,668.93
10/05/2020		<a href="#">DEP0011144</a>	Utility Reverse Payment Packet UBPKT04789	Utility Billing	Outstanding	Deposit	-566.22
10/05/2020		<a href="#">DEP0011147</a>	Utility Payment Packet UBPKT04790	Utility Billing	Outstanding	Deposit	3,127.65
10/06/2020		<a href="#">DEP0011150</a>	Utility Payment Packet UBPKT04792	Utility Billing	Outstanding	Deposit	3,849.71
10/06/2020		<a href="#">DEP0011153</a>	Utility Payment Packet UBPKT04791	Utility Billing	Outstanding	Deposit	4,461.68
10/06/2020		<a href="#">DEP0011156</a>	Utility Payment Packet UBPKT04795	Utility Billing	Outstanding	Deposit	7,946.43
10/06/2020		<a href="#">DEP0011159</a>	Utility Payment Packet UBPKT04794	Utility Billing	Outstanding	Deposit	5,921.36
10/06/2020		<a href="#">DEP0011162</a>	Utility Payment Packet UBPKT04793	Utility Billing	Outstanding	Deposit	6,445.90
10/06/2020		<a href="#">DEP0011165</a>	Utility Payment Packet UBPKT04799	Utility Billing	Outstanding	Deposit	2,127.38
10/07/2020		<a href="#">DEP0011169</a>	Utility Payment Packet UBPKT04801	Utility Billing	Outstanding	Deposit	4,986.94
10/07/2020		<a href="#">DEP0011172</a>	Utility Payment Packet UBPKT04800	Utility Billing	Outstanding	Deposit	2,318.09
10/07/2020		<a href="#">DEP0011175</a>	Utility Payment Packet UBPKT04804	Utility Billing	Outstanding	Deposit	2,017.56
10/08/2020		<a href="#">DEP0011178</a>	Utility Payment Packet UBPKT04806	Utility Billing	Outstanding	Deposit	6,372.87
10/08/2020		<a href="#">DEP0011181</a>	Utility Payment Packet UBPKT04805	Utility Billing	Outstanding	Deposit	1,908.25
10/08/2020		<a href="#">DEP0011186</a>	Utility Payment Packet UBPKT04807	Utility Billing	Outstanding	Deposit	6,753.37
10/09/2020		<a href="#">DEP0011189</a>	Utility Payment Packet UBPKT04809	Utility Billing	Outstanding	Deposit	3,045.99
10/09/2020		<a href="#">DEP0011192</a>	Utility Payment Packet UBPKT04808	Utility Billing	Outstanding	Deposit	7,389.09
10/09/2020		<a href="#">DEP0011195</a>	Utility Payment Packet UBPKT04812	Utility Billing	Outstanding	Deposit	2,833.08
10/10/2020		<a href="#">DEP0011198</a>	Utility Payment Packet UBPKT04813	Utility Billing	Outstanding	Deposit	1,618.26
10/11/2020		<a href="#">DEP0011201</a>	Utility Payment Packet UBPKT04814	Utility Billing	Outstanding	Deposit	112,987.17
10/12/2020		<a href="#">DEP0011204</a>	Utility Payment Packet UBPKT04816	Utility Billing	Outstanding	Deposit	4,698.21
10/12/2020		<a href="#">DEP0011207</a>	Utility Payment Packet UBPKT04815	Utility Billing	Outstanding	Deposit	6,734.47
10/12/2020		<a href="#">DEP0011211</a>	Utility Payment Packet UBPKT04810	Utility Billing	Outstanding	Deposit	5,652.55
10/12/2020		<a href="#">DEP0011214</a>	Utility Payment Packet UBPKT04811	Utility Billing	Outstanding	Deposit	5,655.74
10/12/2020		<a href="#">DEP0011217</a>	Utility Payment Packet UBPKT04817	Utility Billing	Outstanding	Deposit	6,206.99
10/13/2020		<a href="#">DEP0011222</a>	Utility Payment Packet UBPKT04819	Utility Billing	Outstanding	Deposit	10,912.84
10/14/2020		<a href="#">DEP0011225</a>	Utility Payment Packet UBPKT04820	Utility Billing	Outstanding	Deposit	13,673.82
10/14/2020		<a href="#">DEP0011228</a>	Utility Payment Packet UBPKT04821	Utility Billing	Outstanding	Deposit	8,970.08
10/14/2020		<a href="#">DEP0011231</a>	Utility Payment Packet UBPKT04822	Utility Billing	Outstanding	Deposit	27,841.71
10/14/2020		<a href="#">DEP0011234</a>	Utility Payment Packet UBPKT04823	Utility Billing	Outstanding	Deposit	6,075.48
10/14/2020		<a href="#">DEP0011236</a>	ACH Draft Packet UBPKT04730	Utility Billing	Outstanding	Deposit	157,854.73
10/14/2020		<a href="#">DEP0011239</a>	Utility Payment Packet UBPKT04825	Utility Billing	Outstanding	Deposit	128,358.63
10/14/2020		<a href="#">DEP0011271</a>	Utility Reverse Payment Packet UBPKT04840	Utility Billing	Outstanding	Deposit	-223.99
10/15/2020		<a href="#">DEP0011242</a>	Utility Payment Packet UBPKT04828	Utility Billing	Outstanding	Deposit	6,740.50
10/15/2020		<a href="#">DEP0011245</a>	Utility Payment Packet UBPKT04826	Utility Billing	Outstanding	Deposit	650.02
10/15/2020		<a href="#">DEP0011248</a>	Utility Payment Packet UBPKT04827	Utility Billing	Outstanding	Deposit	4,788.02
10/15/2020		<a href="#">DEP0011256</a>	Utility Payment Packet UBPKT04833	Utility Billing	Outstanding	Deposit	1,873.83

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/16/2020		<a href="#">DEP0011265</a>	Utility Payment Packet UBPKT04838	Utility Billing	Outstanding	Deposit	1,415.33
10/16/2020		<a href="#">DEP0011268</a>	Utility Payment Packet UBPKT04839	Utility Billing	Outstanding	Deposit	907.68
10/16/2020		<a href="#">DEP0011274</a>	Utility Payment Packet UBPKT04841	Utility Billing	Outstanding	Deposit	14,122.03
10/17/2020		<a href="#">DEP0011277</a>	Utility Payment Packet UBPKT04842	Utility Billing	Outstanding	Deposit	7,332.86
10/18/2020		<a href="#">DEP0011280</a>	Utility Payment Packet UBPKT04843	Utility Billing	Outstanding	Deposit	3,832.70
10/19/2020		<a href="#">DEP0011283</a>	Utility Payment Packet UBPKT04844	Utility Billing	Outstanding	Deposit	194.41
10/19/2020		<a href="#">DEP0011286</a>	Utility Payment Packet UBPKT04845	Utility Billing	Outstanding	Deposit	352.30
10/19/2020		<a href="#">DEP0011289</a>	Utility Reverse Payment Packet UBPKT04847	Utility Billing	Outstanding	Deposit	-101.67
10/19/2020		<a href="#">DEP0011292</a>	Utility Reverse Payment Packet UBPKT04848	Utility Billing	Outstanding	Deposit	-81.41
10/19/2020		<a href="#">DEP0011295</a>	Utility Reverse Payment Packet UBPKT04850	Utility Billing	Outstanding	Deposit	-149.31
10/19/2020		<a href="#">DEP0011298</a>	Utility Payment Packet UBPKT04852	Utility Billing	Outstanding	Deposit	4,638.57
10/20/2020		<a href="#">DEP0011301</a>	Utility Payment Packet UBPKT04853	Utility Billing	Outstanding	Deposit	957.03
10/20/2020		<a href="#">DEP0011304</a>	Utility Payment Packet UBPKT04854	Utility Billing	Outstanding	Deposit	1,845.10
10/20/2020		<a href="#">DEP0011307</a>	Utility Payment Packet UBPKT04855	Utility Billing	Outstanding	Deposit	6,839.28
10/20/2020		<a href="#">DEP0011310</a>	Utility Payment Packet UBPKT04858	Utility Billing	Outstanding	Deposit	4,769.14
10/21/2020		<a href="#">DEP0011313</a>	Utility Payment Packet UBPKT04859	Utility Billing	Outstanding	Deposit	4,849.58
10/21/2020		<a href="#">DEP0011316</a>	Utility Payment Packet UBPKT04860	Utility Billing	Outstanding	Deposit	2,888.86
10/21/2020		<a href="#">DEP0011319</a>	Utility Payment Packet UBPKT04861	Utility Billing	Outstanding	Deposit	3,752.43
10/22/2020		<a href="#">DEP0011322</a>	Utility Payment Packet UBPKT04863	Utility Billing	Outstanding	Deposit	3,975.21
10/22/2020		<a href="#">DEP0011325</a>	Utility Payment Packet UBPKT04862	Utility Billing	Outstanding	Deposit	3,439.12
10/22/2020		<a href="#">DEP0011334</a>	Utility Payment Packet UBPKT04866	Utility Billing	Outstanding	Deposit	1,262.45
10/23/2020		<a href="#">DEP0011331</a>	Utility Payment Packet UBPKT04868	Utility Billing	Outstanding	Deposit	6,580.57
10/23/2020		<a href="#">DEP0011337</a>	Utility Payment Packet UBPKT04867	Utility Billing	Outstanding	Deposit	2,505.05
10/23/2020		<a href="#">DEP0011340</a>	Utility Payment Packet UBPKT04869	Utility Billing	Outstanding	Deposit	5,283.10
10/23/2020		<a href="#">DEP0011343</a>	Utility Payment Packet UBPKT04870	Utility Billing	Outstanding	Deposit	5,965.04
10/23/2020		<a href="#">DEP0011346</a>	Utility Payment Packet UBPKT04874	Utility Billing	Outstanding	Deposit	2,178.17
10/24/2020		<a href="#">DEP0011349</a>	Utility Payment Packet UBPKT04875	Utility Billing	Outstanding	Deposit	2,276.47
10/25/2020		<a href="#">DEP0011352</a>	Utility Payment Packet UBPKT04876	Utility Billing	Outstanding	Deposit	2,499.88
10/26/2020		<a href="#">DEP0011355</a>	Utility Payment Packet UBPKT04877	Utility Billing	Outstanding	Deposit	4,108.18
10/26/2020		<a href="#">DEP0011358</a>	Utility Payment Packet UBPKT04873	Utility Billing	Outstanding	Deposit	1,765.12
10/26/2020		<a href="#">DEP0011366</a>	Utility Payment Packet UBPKT04883	Utility Billing	Outstanding	Deposit	18,266.43
10/27/2020		<a href="#">DEP0011369</a>	Utility Payment Packet UBPKT04884	Utility Billing	Outstanding	Deposit	2,487.55
10/27/2020		<a href="#">DEP0011372</a>	Utility Payment Packet UBPKT04882	Utility Billing	Outstanding	Deposit	4,422.40
10/27/2020		<a href="#">DEP0011375</a>	Utility Payment Packet UBPKT04881	Utility Billing	Outstanding	Deposit	15,236.85
10/27/2020		<a href="#">DEP0011378</a>	Utility Payment Packet UBPKT04880	Utility Billing	Outstanding	Deposit	5,296.30
10/27/2020		<a href="#">DEP0011381</a>	Utility Payment Packet UBPKT04879	Utility Billing	Outstanding	Deposit	5,421.19
10/27/2020		<a href="#">DEP0011384</a>	Utility Payment Packet UBPKT04885	Utility Billing	Outstanding	Deposit	705.62
10/28/2020		<a href="#">DEP0011387</a>	Utility Payment Packet UBPKT04887	Utility Billing	Outstanding	Deposit	5,690.79
10/28/2020		<a href="#">DEP0011390</a>	Utility Payment Packet UBPKT04886	Utility Billing	Outstanding	Deposit	2,657.80
10/28/2020		<a href="#">DEP0011393</a>	Utility Payment Packet UBPKT04889	Utility Billing	Outstanding	Deposit	2,604.73
10/29/2020		<a href="#">DEP0011396</a>	Utility Payment Packet UBPKT04891	Utility Billing	Outstanding	Deposit	3,299.20
10/29/2020		<a href="#">DEP0011399</a>	Utility Payment Packet UBPKT04890	Utility Billing	Outstanding	Deposit	1,408.09
10/29/2020		<a href="#">DEP0011402</a>	Utility Payment Packet UBPKT04893	Utility Billing	Outstanding	Deposit	4,828.94

**Bank Transaction Report**

**Issued Date Range: -**

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/30/2020		<a href="#">DEP0011405</a>	Utility Payment Packet UBPKT04895	Utility Billing	Outstanding	Deposit	1,438.20
10/30/2020		<a href="#">DEP0011408</a>	Utility Payment Packet UBPKT04894	Utility Billing	Outstanding	Deposit	4,544.43
10/30/2020		<a href="#">DEP0011413</a>	Utility Payment Packet UBPKT04896	Utility Billing	Outstanding	Deposit	2,761.00
10/31/2020		<a href="#">DEP0011416</a>	Utility Payment Packet UBPKT04897	Utility Billing	Outstanding	Deposit	740.66
<b>Deposit Total: (95)</b>							<b>821,709.02</b>
<b>Utility Billing Total: (95)</b>							<b>821,709.02</b>
<b>Report Total: (235)</b>							<b>442,785.72</b>

**Summary**

Bank Account	Count	Amount
<a href="#">030866939 Bank of the West Checking</a>	235	442,785.72
<b>Report Total:</b>	<b>235</b>	<b>442,785.72</b>

Cash Account	Count	Amount
<a href="#">99 99-000-1004 Bank of the West Checking (Pooled Cash)</a>	235	442,785.72
<b>Report Total:</b>	<b>235</b>	<b>442,785.72</b>

Transaction Type	Count	Amount
Bank Draft	50	-2,924,225.81
Bank Draft Reversal	1	14,382.56
Check	68	-593,773.93
Check Reversal	1	841.60
Deposit	107	4,175,989.19
EFT	8	-230,427.89
<b>Report Total:</b>	<b>235</b>	<b>442,785.72</b>



Warrant Registry  
Trabuco Canyon Water District  
County of Orange  
State of California

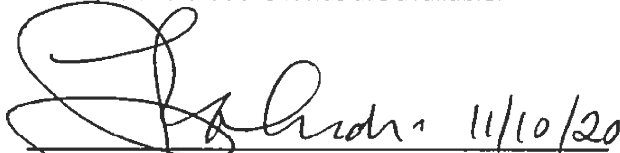
GENERAL FUND PAYROLL WARRANT REGISTER

For the Month of: October 2020

\$ 182,396.49

I hereby certify that the claims or demands covered by the above listed warrants have been audited as to accuracy and the availability of funds for payment thereof; and that the said claims or demands are accurate and that the funds are available.

This is to certify that claims or demands covered by the above listed warrants have been audited by the Finance/Audit Committee of the Trabuco Canyon Water District and that all of the said warrants are approved for payment.

  
General Manager / Assistant General Manager

  
By Date

  
By Date



Trabuco Canyon Water District  
General Fund Warrant Register  
10/14/2020

**Summary of Disbursements**

Computer Checks	949,455.15
UB Refund Checks	-
Bank Drafts	500,389.99
Bank EFTs	213,389.86
Voided Checks	<u>(147,052.00)</u>
<b>Total Disbursements</b>	<b>1,516,183.00</b>

I hereby certify that the claims or demands covered by the above listed warrants have been audited as to accuracy and the availability of funds for payment thereof; and that the said claims or demands are accurate and that the funds are available.

General Manager

This is to certify that claims or demands covered by the above listed warrants have been audited by the Finance/Audit Committee of the Trabuco Canyon Water District and that all of the said warrants are approved for payment.

  
By: \_\_\_\_\_ Date: 10/14/2020  
By: \_\_\_\_\_ Date: 10/14/2020

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**CONSENT CALENDAR**

**ITEM 3: ENGINEERING/OPERATIONAL COMMITTEE MEETING**

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**RECOMMENDED ACTION:**

*Receive and file the following Engineering/Operational Committee Meeting Recap(s):*

1. *October 7, 2020*

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**



**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

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**DIRECTORS PRESENT**

Ed Mandich, Committee Chair  
Stephen Dopudja, Committee Member

**DIRECTORS ABSENT**

None

**STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager/District Secretary  
Lorrie Lausten, District Engineer  
Gary Kessler, Water Department Superintendent  
Jason Stroud, Maintenance Department Superintendent  
Karen Warner, Senior Accountant  
Lisa Sangi, Administrative Assistant  
Tony Quinonez, Lead Mechanical Technologist

**PUBLIC PRESENT**

None

**PUBLIC VIA CONFERNECE CALL**

None

**CALL MEETING TO ORDER**

Director Mandich called the October 7, 2020 Engineering/Operational Committee Meeting to order at 7:02 AM. Public access to the meeting was made available by video broadcast.

**VISITOR PARTICIPATION**

No comments were received.

**ORAL COMMUNICATION**

No comments were received.

**COMMITTEE MEMBER COMMENTS**

None

**REPORT FROM THE GENERAL MANAGER**

Mr. Paludi commended District Operations and Maintenance staff for their hard work on the emergency pipeline repairs on Silvertree Lane.

**ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

Mr. Paludi presented the Engineering/Operational Committee Meeting Recap for Committee review in accordance with the agenda.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

**RECOMMENDED ACTION**

The Committee recommended that the Engineering/Operational Committee Meeting Recap be forwarded to the Board of Directors for approval (Consent Calendar).

**ITEM 2: BELL CANYON SEWER LIFT STATION REHABILITATION PROJECT**

Mr. Paludi introduced this matter for Committee review. Ms. Lausten briefly reviewed the updated project schedule, and she mentioned that the contractor is scheduled to mobilize in December. Ms. Lausten provided an update on project costs to date, and she reported that the project budget built-in contingency has been used for the construction fence upgrade and the costs associated with deepening the wet well by two additional feet. Mr. Paludi provided a brief update on public outreach related to the project timeline for completion.

**RECOMMENDED ACTION**

There was no action taken.

**ITEM 3: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING TRABUCO CANYON WATER DISTRICT'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADE PROJECT**

Mr. Paludi introduced this matter for Committee consideration and review, and he mentioned that this project is a Fiscal Year 2020/2021 Capital Improvement Project (CIP). Ms. Lausten delivered a PowerPoint presentation which highlighted the SCADA upgrade work completed to date, and she highlighted that the Fiscal Year 2020/2021 budget for this phase of the upgrade project is \$600,000. Discussion occurred concerning certain hardware and software components and the results of the radio frequency study.

**RECOMMENDED ACTION:**

The Committee recommended the Board of Directors authorize the General Manager to execute a contract for the Fiscal Year 2020-2021 SCADA Upgrades to TESCO Controls, Inc. in the not to exceed amount of \$580,120 (Action Calendar).

*Director Mandich recused himself from discussion on the following matters by physically leaving the Board Room at approximately at 7:17am*

**ITEM 4: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS**

Mr. Paludi introduced this matter for Committee consideration. Ms. Lausten provided a brief update concerning the contract for District's Administrative Facility Parking Study, and she reported that Albert Grover and Associates has sold their assets and book of business to AGA Engineers, Inc due to the retirement of the owner. Ms. Lausten added that AGA Engineers, Inc has provided an Assumption and Assignment of Contract from Albert Grover & Associates to AGA Engineers.

**RECOMMENDED ACTION:**

The Committee recommended the Board of Directors authorize the General Manager to execute the Assumption and Assignment of Contract from Albert Grover and Associates to AGA Engineers, Inc. (Action Calendar).

*Director Mandich returned to the Board Room at approximately 7:19am and resumed his participation on the remaining business.*

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

**ITEM 5: SADDLEBACK MEADOWS DEVELOPMENT (181 DU's) – HARRIS GRADE RESERVOIR FEASIBILITY STUDY DRAFT REPORT**

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Mr. Paludi introduced this matter for Committee consideration. Director Mandich requested that the matter concerning the Harris Grade Reservoir Feasibility Study and the analysis of Porter Property as a suitable location for a reservoir to be a separate agenda item. Ms. Lausten presented a proposal from Tetra Tech for Porter Property Planning Level Construction Cost Estimate, and she reported that the proposed costs are within the project contingency. Discussion occurred concerning the scope of work; Ms. Lausten reported that the work was primarily conceptual and did not include geotechnical work.

**RECOMMENDED ACTION:**

The Committee recommended forwarding the matter to the Board of Directors for consideration (Action Calendar).

**ITEM 6: SKYRIDGE AT LENNAR HOMES OF CALIFORNIA, INC. – ACCEPTANCE OF WATER, NON-DOMESTIC WATER, AND SEWER FACILITIES CONSTRUCTED IN TRACT NO. 17392 AND OFF-SITE IMPROVEMENTS**

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Ms. Lausten presented this matter for Committee consideration and review, and she commented that this matter was missed by District staff and is required by the District's General Policy. Discussion occurred concerning certain pipeline classification and water pressure levels in the development.

**RECOMMENDED ACTION(S):**

The Committee recommended the Board of Directors accept water, non-domestic water, and sewer facilities constructed in Tract No. 17392 and Off-Site Improvements (Skyridge by Lennar Homes of California) by resolution (Action Calendar).

**ITEM 7: OTHER ENGINEERING AND OPERATIONS PROJECTS**

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**1. The Oaks at Trabuco Development**

Mr. Paludi reported that District staff and legal counsel met with the Developer and their legal counsel concerning the renewal of the sewer hauling agreement. Discussion occurred concerning certain agreement terms and conditions. Mr. Paludi added that a closed session will be agendized for the October 21<sup>st</sup> Regular Board Meeting concerning this matter.

**2. Calendar Year 2019 Water Loss Audit**

Ms. Lausten provided a brief update concerning this matter, and she mentioned that the 2019 Water Audit was submitted on September 30, 2020. Ms. Lausten reported that the final report will be reviewed with the Committee upon completion.

**3. Cell Site Management Agreement**

Ms. Lausten introduced this matter, and she provided a brief review of the existing agreement between the District and T-Mobile. Ms. Lausten reported that T-Mobile has indicated that their onsite equipment requires improvement, including the installation of two new antennas. Ms. Lausten mentioned that District staff is coordinating with the third-party liaison to fulfill T-Mobile's requests.

**4. Trabuco Creek Bridge Rehabilitation Project**

Ms. Lausten provided a brief update and reviewed the exhibit for the bridge on this Orange County Public Works (OCPW) project. Ms. Lausten reported that OCPW has requested that the District to pay for potholing costs. Discussion occurred concerning the project timeline and potential impacts.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

**5. Silvertree Lane Pipeline Replacement**

Ms. Lausten reviewed the construction bid comparison for Committee review, and she mentioned that potholing portion of the project will finish up by end of business day. Discussion occurred concerning of impact of paving costs.

**6. Other Projects**

None.

**RECOMMENDED ACTION**

Committee to receive project status updates at time of the Committee Meeting.

**ITEM 8: DISCUSSION CONCERNING CALIFORNIA AIR RESOURCES BOARD (CARB) TRUCK REGULATIONS, COMPLIANCE, AND REPORTING SYSTEM IMPACTS TO DISTRICT HEAVY-DUTY FLEET VEHICLES**

Mr. Paludi introduced this matter, and he mentioned that this was requested last month by the Engineering/Operational Committee. Mr. Perea commended Mr. Stroud and Mr. Quinonez for their work maintaining the District's fleet and ensuring regulatory compliance with the California Air Resource Board (CARB) and South Coast Air Quality Management Board (AQMD). Mr. Perea briefly reviewed the regulatory impacts on heavy duty diesel vehicles and equipment by CARB, and he highlighted certain areas where the District has strategically disposed of and replaced equipment that did not meet CARB regulations. Mr. Stroud reviewed the District's heavy-duty diesel fleet vehicles, and he related past experiences with vehicle modifications to meet the stringent requirements which ultimately resulted in damaging the equipment. Discussion occurred concerning the potential impacts of the Governor's Executive Order No. N-79-20, and District plans for future vehicle and equipment purchases.

**RECOMMENDED ACTION:**

Committee to receive information at the time of the Committee Meeting. No action required.

**ITEM 9: WATER SYSTEM UPDATES**

Mr. Kessler reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Water Operations staff flushed 70 hydrants in the Robinson Ranch Community and Canyon Community.
2. Water Operations staff replaced one hydrant on Robinson Ranch Road in the Robinson Ranch Community.
3. Water Operations staff made multiple repairs on water main locate on Silvertree Lane in the Trabuco Highlands Community.

Mr. Kessler reviewed the Monthly Water System Operations Summary with the Committee. He mentioned that there has been no purchase of water. The Wells are offline, and operations staff are making minor repairs.

**RECOMMENDED ACTION**

The Committee received the status update.

**ITEM 10: WASTEWATER SYSTEM UPDATES**

Mr. Perea reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Wastewater Operations staff completed the annual methods proficiency testing for the renewal of State Laboratory Certification.
2. Wastewater Operations staff completed the Dove/Robinson Ranch seven-day testing period.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | OCTOBER 7, 2020**

3. Wastewater Operations staff drained and cleaned the West Sequencing Batch Reactor (SBR) at the Robinson Ranch Wastewater Treatment Plant (WWTP) in order to complete repairs to the aeration system.
4. Wastewater Operations staff assisted Vaughan Industries on the installation of the West SBR Jet Pump System valves.

Mr. Perea reviewed the Monthly Wastewater System Operations Summary and the Sewer System Monitoring Plan (SSMP) 3<sup>rd</sup> Quarter Report with the Committee. Mr. Perea highlighted the repairs made to the Sludge Dewatering Press at the WWTP. Discussion occurred concerning the correlation between non-domestic water demands and energy demands; Director Dopudja requested that District staff analyze the correlation impacts.

**RECOMMENDED ACTION**

The Committee received the status update. There was no action taken.

**ITEM 11: MAINTENANCE DEPARTMENT UPDATES**

Mr. Stroud reviewed the projects and repairs for September 2020, and he provided the additional highlights:

1. Maintenance Department staff worked with Hydrotech Electrical on the installation of the Belt Press Building Motor Control Center (MCC) Panel.
2. Maintenance Department staff worked with Vaughan Industries on the installation of the West SBR Jet Pump System valves.
3. Maintenance Department staff worked with Hydrotech Electrical on the installation of new LED overhead lighting for the WWTP Maintenance Building and Plano Trabuco Sewer Lift Station.
4. Maintenance Department staff worked with Flo-Services on the installation of high flow pump at Topanga Booster Pump Station.
5. Maintenance Department staff coordinated the delivery of vehicles approved for disposal with Ritchie Brothers Auction Services.
6. Maintenance Department staff received and prepared the new Ford F650 Dump Truck for service.

**RECOMMENDED ACTION**

The Committee received the status update. There was no action taken.

**ITEM 12: OTHER MATTERS/REPORTS**

There were no other matters or reports provided to the Committee.

**RECOMMENDED ACTION**

There was no action taken.

**ADJOURNMENT**

Director Mandich adjourned the October 7, 2020 Engineering/Operational Committee Meeting at 8:11 AM.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**CONSENT CALENDAR**

**ITEM 4: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/  
ATTENDANCE**

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***FEES AND EXPENSES***

Consistent with Board policy, Directors are reimbursed for expenses incurred while serving in their capacity as Directors. Additionally, Directors earn a per diem stipend for attendance at meetings or functions in a Director capacity. The attached spreadsheet provides a recap of the meetings, seminars, conferences attended by Directors along with expenses recorded to date.

***TENTATIVE FUTURE MEETINGS***

The attached spreadsheet provides a schedule of the tentative future meetings and attendance items.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT**

FY 2020/2021 Budgeted Board Expenses: \$39,600

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This matter was reviewed with the Finance/Audit Committee.

**RECOMMENDED ACTIONS:**

*Ratify the Directors' expenses and fees from October 2020 and approve tentative future meetings/attendance.*

**EXHIBIT(S):**

1. Directors Fees and Expenses Monthly Report for October 2020
2. Directors Future/Tentative Meeting/Attendance Schedule for Calendar Year 2020

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**

**TRABUCO CANYON WATER DISTRICT  
DIRECTORS' FEES AND EXPENSES MONTHLY REPORT | OCTOBER 2020**

<b>MEETING DESCRIPTION</b>	<b>ACOSTA</b>	<b>CHADD</b>	<b>DOPUDJA</b>	<b>MANDICH</b>	<b>SAFRANSKI</b>
<b>DISTRICT MEETINGS</b>					
Engineering/Operational Committee Meeting			10/07/20	10/07/20	
Finance/Audit Committee Meeting		10/14/20			10/14/20
Individual Meeting with General Manager	10/20/20		10/20/20	10/19/20	10/16/20
Ad Hoc Committee		10/12/20	10/12/20		
Regular Board Meeting	10/21/20	10/21/20	10/21/20	10/21/20	10/21/20
Special Board Meeting	10/06/20	10/06/20	10/06/20	10/06/20	10/06/20
<b>REPRESENTATIVE MEETINGS</b>					
City of Rancho Santa Margarita City Council Meeting	10/14/20				
City of Rancho Santa Margarita City Council Meeting	10/28/20				
City of Rancho Santa Margarita City Planning Commission	10/07/20				
Rancho Santa Margarita Trampas Dam Reservoir Virtual Tour	10/09/20		10/09/20	10/09/20	10/09/20
South Orange County Watershed Management Agency (SOCWMA)					
South Orange County Wastewater Authority (SOCWA) Regular Board Meeting			10/01/20		
Water Advisory Committee of Orange County Meeting (WACO)	10/02/20				
<b>NUMBER OF MEETINGS ATTENDED</b>	<b>8</b>	<b>4</b>	<b>7</b>	<b>5</b>	<b>5</b>
<b>FEES (\$125 per each meeting*)</b>	<b>\$1,000.00</b>	<b>\$500.00</b>	<b>\$875.00</b>	<b>\$625.00</b>	<b>\$625.00</b>
<b>DIRECT REIMBURSABLE EXPENSES</b>					
<b>DIRECT REIMBURSABLE EXPENSES TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>INDIRECT REIMBURSABLE EXPENSES</b>					
<b>INDIRECT REIMBURSABLE EXPENSES TOTALS</b>					
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$500.00</b>	<b>\$875.00</b>	<b>\$625.00</b>	<b>\$625.00</b>
<i>* Maximum per diem per day is one; maximum per diems per month is 10</i>					


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**DIRECTOR SIGNATURE**

**TRABUCO CANYON WATER DISTRICT | 2020 PUBLIC MEETING AND CONFERENCE CALENDAR**

2020													
LINE ITEM	MEETING DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>DISTRICT PUBLIC MEETINGS</b>													
1	Executive Committee Meeting	01/08/20			TBD			TBD			TBD		
2	Engineering/Operational Committee Meeting	01/08/20	02/05/20	03/04/20	04/01/20	05/06/20	06/03/20	07/01/20	08/05/20	09/02/20	10/07/20	11/04/20	12/02/20
3	Finance/Audit Committee Meeting	01/08/20	02/12/20	03/11/20	04/08/20	05/13/20	06/10/20	07/08/20	08/12/20	09/09/20	10/14/20	11/10/20	12/09/20
4	Regular Board Meeting	01/15/20	02/19/20	03/18/20	04/15/20	05/20/20	06/17/20	07/15/20	08/19/20	09/16/20	10/21/20	11/18/20	12/16/20
5	District Properties Ad Hoc Committee Meeting	-	-	-	-	-	-	-	-	-	-	-	-
<b>PUBLIC MEETINGS</b>													
6	City of RSM City Council Meeting - Meeting No. 1	01/08/20	02/12/20	03/11/20	04/08/20	05/13/20	06/10/20	07/08/20	08/12/20	09/09/20	10/14/20	11/11/20	12/09/20
7	City of RSM City Council Meeting - Meeting No. 2	01/22/20	02/26/20	03/25/20	04/22/20	05/27/20	06/24/20	07/22/20	08/26/20	09/23/20	10/28/20	11/25/20	12/23/20
8	Independent Special Districts of Orange County Meeting	01/07/20	02/04/20	03/03/20	04/07/20	05/05/20	06/02/20	07/07/20	08/04/20	09/01/20	10/06/20	11/03/20	12/01/20
9	Independent Special Districts of Orange County Meeting	01/30/20	-	-	04/30/20	-	-	07/30/20	-	-	10/29/20	-	-
10	Orange County Local Agency Formation Commission (OC LAFCO)	01/08/20	02/12/20	03/11/20	04/08/20	05/13/20	06/10/20	07/08/20	08/12/20	09/09/20	10/14/20	11/11/20	12/09/20
11	Santiago Aqueduct Commission Meeting	-	-	-	-	-	06/18/20	-	-	09/17/20	-	-	12/17/20
12	South Orange County Water Agencies Group Meeting*	01/28/20	-	03/24/20	-	05/26/20	-	07/28/20	-	09/22/20	-	11/24/20	-
13	South Orange County Wastewater Authority Regular Board Meeting	01/09/20	02/06/20	03/05/20	04/02/20	05/07/20	06/04/20	07/02/20	08/06/20	09/03/20	10/01/20	11/05/20	12/03/20
14	Water Advisory Committee of Orange County	01/03/20	02/07/20	03/06/20	04/03/20	05/01/20	06/05/20	07/03/20	08/07/20	09/04/20	10/02/20	11/06/20	12/04/20
<b>CONFERENCES</b>													
15	ACWA Spring Conference - Monterey, CA					5/5 - 5/8							
16	ACWA Fall Conference - Indian Wells, CA												12/1 - 12/4
17	CSDA Annual Conference - Palm Desert, CA								8/24 - 8/27				
18	CSDA GM Leadership Summit - Newport Beach, CA						6/28 - 6/30						
19	CSDA SDLA Conference - San Diego, CA				4/19 - 4/22								

**LEGEND**

 District Observed Holiday - Reschedule Meeting  
 \*4th Tuesday of the Odd Numbered Month

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ITEM 5: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING THE CORONAVIRUS, INCLUDING SAFETY OF DISTRICT SERVICES AND EMPLOYEES, AND IMPACT TO BOARD & COMMITTEE MEETINGS**

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**LOCAL STATUS**

As of November 10, 2020, Orange County remains in the Red/"Substantial" tier of the state's Blueprint for a Safer Economy.

**DISTRICT RESPONSE EFFORTS**

No change from October Staff Report: District customer service functions remain limited to phone and on-line access (no physical access to Administration Facility except for exterior payment drop boxes). As long as Governor Newsom's Executive Order N-29-20 remains effective, the District's Board of Directors has the flexibility to conduct public meetings remotely rather than in one physical location.

District staff understands the potential for the pandemic situation to change negatively and well as positively is now well-positioned to adapt as necessary to continue ensuring a safe and secure workplace for its employees while providing essential services to its customers. District staff will continue to closely monitor guidance from both the state and the County of Orange and coordinate with Water Emergency Response Organization of Orange County (WEROC). More information may be presented at the time of the meeting.

**WATER TRANSMISSION & COVID-19**

According to the CDC, "The COVID-19 virus has not been detected in drinking water. Conventional water treatment methods that use filtration and disinfection, such as those in most municipal drinking water systems, should remove and/or inactivate the virus that causes COVID-19." The District owns and operates the Dimension Water Treatment Plant (DWTP) which uses multi-media filters and disinfects raw surface water with sodium hypochlorite (free chlorine) and therefore meets the CDC's definition of conventional water treatment methods.

**FUNDING SOURCE:**

Unknown at this time

**FISCAL IMPACT**

Unknown at this time

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This matter was not reviewed at the Committee level.

**RECOMMENDED ACTIONS:**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**EXHIBIT(S):**

None

**CONTACTS (staff responsible): PALUDI/PEREA**

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 6: DISCUSSION AND POSSIBLE ACTION(S) RELATED TO THE PROPOSED PALOMA SQUARE DEVELOPMENT (DOVE CANYON PLAZA) AND OTHER RELATED MATTERS**

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Trabuco Canyon Water District (TCWD or District) owns the Administration Facility and the property upon which it resides; the property is adjacent to the Dove Canyon Plaza commercial center. On July 24, 2019, Dove Canyon Recovery Acquisition, LLC (DCRA), the owner of Dove Canyon Plaza, with their consultant William Lyon Homes (now Taylor Morrison) submitted a proposal to the City of Rancho Santa Margarita (City) for a change in use from commercial to residential. The proposed project is titled "Paloma Square." The initial submittal to the City, and all subsequent submittals, project information, and correspondence between City and William Lyon Homes/Taylor Morrison related to Paloma Square are available on the City's website. The District's website, under the "Community" tab, also includes information and correspondence regarding proposed project.

More information may be presented at the time of the meeting.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT:**

\$10,000

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This matter was not reviewed by a Committee.

**RECOMMENDED ACTIONS:**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**EXHIBIT(S):**

None

**CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN**

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 7: PUBLIC HEARING CONCERNING, AND POSSIBLE ADOPTION OF SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) PROPOSED WASTE DISCHARGE PRETREATMENT ORDINANCE, SOURCE CONTROL PROGRAM FOR WASTEWATER FLOWS UPDATE AND ENFORCEMENT PLAN UPDATE**

---

As a member agency of the South Orange County Wastewater Authority (SOCWA), Trabuco Canyon Water District (District) is required to adopt and enforce a Waste Discharge Pretreatment and Source Control Program to protect the environment, sewerage facilities, and the health of the District's employees. The Waste Discharge Pretreatment and Source Control Program (Program) consist of Regulations for the Discharge of Wastewater to Sewerage Facilities within the District's Service Area and an Enforcement Response Plan (ERP). The District is currently operating under the existing Ordinance No. 2015-20, which was adopted by the Board of Directors at the May 20, 2015 Regular Board Meeting.

The purpose of the Program is to (1) provide for the maximum public benefit from the use of the District's sewerage facilities through the regulation of the use of sewerage facilities and wastewater discharges, and (2) comply with federal and State regulations which allow the District to meet the applicable standards for final effluent quality. The proposed Regulations and ERP have been updated and amended by SOCWA to be compliant with federal and state regulations and guidelines, as well as other minor updates and/or changes. District staff received, reviewed and commented on the proposed Regulations and ERP as provided by SOCWA.

***Summary of Proposed Changes to Ordinance***

The proposed updates by SOCWA to the District's Program are minor and are as follows for reference purposes:

- Required reference to the Enforcement Response Plan. (see Section 102. Objectives. Line Item H., definition of "Enforcement", and Article 9. Section 901. Item C.)
- Required addition of definition of terms for "Indirect Discharge" and "Slug Discharge".
- Required modification of definition of terms for "National Pretreatment Standards" and "Slug Discharge".
- Addition of definition of term for "Non-Stormwater Discharge".
- Modification of definition of term for "Stormwater".
- Required modification of language in Article 8. Section 802. Self-Monitoring and Reporting. Line Item H. – to make more consistent with Federal Regulations.

***Ordinance Adoption Process & Schedule***

The District is a county water district organized and operating pursuant to Water Code Section 30000 and following. Section 31141 (a) & (b) (1) of the Water Code specifies the manner in which ordinances relating to the provision of sanitation services and regulation of those services as follows:

*(a) A district may adopt ordinances relating to the provision of sanitation services and the regulation of those services. Every such ordinance shall be in full force and effect immediately upon adoption, but shall be published once in full in a newspaper of general circulation, printed, published and circulated in the district within 10 days after adoption, or if there be no such newspaper it shall be posted within 10 days after adoption in three public places within the district.*

*(b) The publication of ordinances, as required by subdivision (a), may be satisfied by either of the following actions:*

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

*(1) The district may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. The summary shall be prepared by an official designated by the board. A summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the board at least five days prior to the board meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the board shall publish a summary of the ordinance or amendment with the names of those directors voting for and against the ordinance or amendment and the official shall post in the office of the board a certified copy of the full text of the adopted ordinance or amendment along with the names of those directors voting for and against the ordinance or amendment.*

Consistent with the Water Code, District staff has acted thus far, and will continue to act, in accordance with the following adoption schedule:

DATE	ACTION(S)
No Later Than October 16, 2020	Notice of Public Hearing (Adoption of Ordinance No. 2020-21) posted at the District Administration Facility, District website, three posting locations within the District’s service area, and the Orange County Register.
No Later Than October 16, 2020	Notice of Intention, with summary of proposed Ordinance text, is published in the Orange County Register and posted on the District’s website at <a href="http://www.tcwd.ca.gov">www.tcwd.ca.gov</a> <i>Water Code Sections 31141 (a) and (b)(1)</i>
No Later Than October 16, 2020	Publish a certified summary of proposed Ordinance 2020-21 at the District Administration Facility and on the District’s website at <a href="http://www.tcwd.ca.gov">www.tcwd.ca.gov</a> . <i>Water Code Sections 31141 (a) and (b)(1)</i>
November 18, 2020	<b>Regular Board Meeting</b> 1. Conduct Public Hearing and receive written and/or verbal public comments. 2. Adopt Ordinance No. 2020-21. <i>Water Code Sections 30523, 31024, and 31141(a)</i>
No Later Than November 28, 2020	Publish Summary of Ordinance No. 2020-21 and post text of Ordinance Full text of adopted Ordinance is posted on TCWD website. <i>Water Code Sections 31141(a) and (b)(1)</i>
Late November to December 2020	District Rules and Regulations are updated to conform to adoption of Ordinance No. 2020-21. <i>Water Code Section 31024</i>

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT**

Costs associated with the publication of associated Notices: less than \$2,000

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**COMMITTEE STATUS:**

This matter was reviewed with the Engineering/Operational Committee.

**RECOMMENDED ACTIONS:**

1. *Receive information concerning the matter at the time of the Board Meeting.*
2. *Conduct Public Hearing to receive public comments relating to the adoption of the proposed Waste Discharge Pretreatment Ordinance, Source Control Program and Enforcement Plan Update.*
3. *Adopt Ordinance No. 2020-21 – Ordinance of the Board of Directors of Trabuco Canyon Water District Supplementing and Readopting Waste Discharge Pretreatment and Source Control Programs for Wastewater Flows Within the Boundaries of Trabuco Canyon Water District, Adopting the Trabuco Canyon Water District Enforcement Response Plan in Connection Therewith, Making Certain Findings and Determinations, Superseding Prior Ordinances and Taking Related Actions.*

**EXHIBIT(S):**

1. Orange County Register Affidavit of Publication
2. DRAFT Ordinance No. 2020-21
3. DRAFT Trabuco Canyon Water District Waste Discharge Pretreatment and Source Control Program and Enforcement Plan

**CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN**

# The Orange County Register

2190 S. Towne Centre Place Suite 100  
Anaheim, CA 92806  
714-796-2209

5226003

TRABUCO CANYON WATER DISTRICT  
ATTN: LISA CARMOUCHE  
32003 DOVE CANYON DR.  
TRABUCO CANYON, CA 92679

## AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA, }  
County of Orange } SS.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of The Orange County Register, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/16/2020

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed at Anaheim, Orange County, California, on Date: October 16, 2020.



Signature

## PROOF OF PUBLICATION

Legal No. 0011418326

### TRABUCO CANYON WATER DISTRICT NOTICE OF PUBLIC HEARING

**PUBLIC HEARING ON ADOPTION OF ORDINANCE 2020-21: REGULATIONS FOR THE WASTE DISCHARGE PRETREATMENT AND SOURCE CONTROL PROGRAMS FOR WASTE-WATER FLOWS WITHIN THE BOUNDARIES OF TRABUCO CANYON WATER DISTRICT, ADOPTING THE TRABUCO CANYON WATER DISTRICT ENFORCEMENT RESPONSE PLAN**

AND

**SUMMARY OF ORDINANCE NO. 2020-21 PRETREATMENT ORDINANCE & SOURCE CONTROL PROGRAMS FOR WASTEWATER FLOWS & ENFORCEMENT RESPONSE PLAN**

**NOTICE IS HEREBY GIVEN** that the Trabuco Canyon Water District (TCWD or District) Board of Directors will hold a public hearing to consider the adoption of the within-referenced Waste Discharge Pretreatment Ordinance (proposed TCWD Ordinance No. 2020-21) which would amend the current TCWD Waste Discharge Pretreatment Ordinance (Ordinance No. 2015-20) to maintain the District's Waste Discharge Pretreatment Program in compliance with applicable federal and State regulations, make minor changes and ensure consistency with the requirements of the South Orange County Wastewater Authority (SOCWA) for such programs.

The TCWD Board of Directors will hold and conduct the public hearing, via teleconference, with District staff participating from the TCWD Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California, 92679 on Wednesday, November 18, 2020, at 7:00 p.m., or as soon thereafter as possible. Members of the public may participate in the Board meeting, and the public hearing, via the teleconference information set out below. Comments concerning proposed Ordinance No. 2020-21, and the proposed changes to the District's Waste Discharge Pretreatment Program, must be submitted prior to the close of the public hearing in order to be considered. E-mailed comments must be submitted as set out below.

Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, Trabuco Canyon Water District will be holding this Regular Board Meeting and the within-referenced Public Hearing by video broadcast via Go To Meeting, and will be available for public attendance by either video conference or telephone audio as follows:

Video Conferencing: You can join the meeting from your computer, tablet, or smartphone by clicking on the following link: <https://global.gotomeeting.com/join/177055533>

Telephone Audio: 1 877 309 2073 (Toll Free)  
Access Code: 177-055-533

Persons desiring to participate in the public hearing may download the Board meeting agenda and documents on the internet at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). You may submit public comments by email to the Board concerning this matter at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). **In order to be part of the record, emailed comments on this matter must be received by the District, at the referenced e-mail address, not later than 6:00 p.m. (PST) on the day of the public hearing.**

### SUMMARY OF WASTE DISCHARGE PRETREATMENT ORDINANCE (PROPOSED ORDINANCE NO. 2020-21) & SOURCE CONTROL PROGRAM ADDITIONS

The proposed TCWD Pretreatment Ordinance and Source Control Program for Wastewater Flows Update and Enforcement Response Plan Update revises existing pretreatment regulations by: (a) adding terms regarding 'Indirect Discharge' and 'Non-Stormwater Discharge' and amending terms regarding 'National Pretreatment Standards', 'Slug Discharge' and 'Stormwater', (b) adding reference to TCWD's Enforcement Response Plan (in three sections), and (c) modifying language regarding Self-Monitoring and Reporting (Article 8.) to be more consistent with current Federal Regulations.

The complete text of the proposed Pretreatment Ordinance (proposed Ordinance No. 2020-21) is available for review at TCWD's Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California 92679, between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday and on TCWD's website at [www.tcwd.ca.gov](http://www.tcwd.ca.gov)

w.tcwd.ca.gov. Due to pandemic-related office requirements, an appointment should be made for reviewing of a copy of the proposed Pretreatment Ordinance. An appointment may be made by calling District Secretary, Michael Perea at (949) 858-0277. Comments on proposed Ordinance No. 2020-21 may be made during the public hearing via teleconference, by e-mail, as referenced above or by providing written comments in advance to TCWD, Attention: District Secretary at the above referenced address. Please reference the public hearing and subject matter in any correspondence. For further information, you may contact TCWD Customer Service at telephone (949) 858-0277.

\_\_\_\_\_  
Michael Perea,  
District Secretary

Published: Orange County Register October 16, 2020

**ORDINANCE NO. 2020-21**

**ORDINANCE OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT SUPPLEMENTING AND READOPTING WASTE DISCHARGE PRETREATMENT AND SOURCE CONTROL PROGRAMS FOR WASTEWATER FLOWS WITHIN THE BOUNDARIES OF TRABUCO CANYON WATER DISTRICT, ADOPTING THE TRABUCO CANYON WATER DISTRICT ENFORCEMENT RESPONSE PLAN IN CONNECTION THEREWITH, MAKING CERTAIN FINDINGS AND DETERMINATIONS, SUPERSEDING PRIOR ORDINANCES AND TAKING RELATED ACTIONS**

**WHEREAS**, the Trabuco Canyon Water District (“District”) is a county water district organized and operating pursuant to Water Code Sections 30000 and following; and

**WHEREAS**, the Board of Directors (“Board”) of the District has the statutory authority to provide for requirements for wastewater quality, pretreatment requirements and source control matters relating to wastewater flows received by or into District wastewater facilities within the District’s boundaries; and

**WHEREAS**, the District provides wastewater collection, transportation, treatment and disposal services to certain areas within the District; and

**WHEREAS**, the District is a member agency of the South Orange County Wastewater Authority (“SOCWA”), which is a joint powers agency responsible for various matters relating to wastewater collection, transportation, treatment and disposal, and various state and federal regulatory requirements, within the boundaries of its member agencies; and

**WHEREAS**, the District has been requested by SOCWA to supplement and update its wastewater discharge, pretreatment and source control program relative to wastewater discharges to public agency facilities within the District’s boundaries; and

**WHEREAS**, the District has previously adopted its Ordinances Nos. 92-16, 2000-17 2012-19, and 2015-20 providing for certain matters relative to wastewater discharge pretreatment and source control programs within the boundaries of the District; and

**WHEREAS**, notice of a Public Hearing, notice of the intention to adopt this Ordinance, and related notices have been provided as required by law and as further set forth herein; and

**WHEREAS**, on November 18, 2020, the Board conducted and completed a noticed Public Hearing to receive public input and comments with regard to the wastewater pretreatment quality and compliance requirements set forth herein; which Public Hearing was conducted at the District’s business offices located at 32003 Dove Canyon Drive, Trabuco Canyon, California, and comments concerning such matters could be provided in person, in writing and by teleconference; and

**WHEREAS**, the form of this Ordinance, the waste discharge pretreatment and source control program requirements, and the Enforcement Response Plan, as set forth herein have been reviewed with SOCWA; and

**WHEREAS**, information to support the findings made by the Board within this Ordinance have been prepared by District staff, made available to any members of the public who would request such information and presented to the Board as part of its consideration of this matter; and

**WHEREAS**, the Board has previously directed that a notice of Public Hearing and a notice of intention with regard to the adoption of this Ordinance be published, posted and otherwise provided as further described herein; and

**WHEREAS**, the Board has previously adopted the Rules and Regulations for Water and Wastewater Service of the Trabuco Canyon Water District (“Rules and Regulations”) pursuant to State law, which Rules and Regulations will be updated to reflect the adoption of this Ordinance and certain related matters as set forth herein upon the adoption hereof; and

**WHEREAS**, the Board has determined that it is appropriate to adopt this Ordinance to make the determinations and findings, and for the purposes, set forth herein.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT DOES DETERMINE AND FIND, AND BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT, AS FOLLOWS:

**Section 1.** **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2.** **Provision of Notice.** Pursuant to the provisions and requirements of Water Code Section 31141, and the directives of this Board, the District provided notice of the Public Hearing and the intention of the Board to adopt this Ordinance as follows:

- (a) Notice of the Public Hearing was posted at this District’s business offices posting location, located at 32033 Dove Canyon Drive, Trabuco Canyon, California 92679, on September 25, 2020, and remained so posted until the date and time of the Public Hearing. A copy of the executed Notice of Public Hearing is on file with the District Secretary.
- (b) Notice of the intention of the Board to adopt this Ordinance (“Notice of Intention”), together with a summary thereof, was published in the Orange County Register on September 25, 2020.
- (c) The Notice of Intention and summary, as described in (b) above, was posted at the District business offices posting location on September 25, 2020, and remained so posted until the date of the Public Hearing.
- (d) The Notice of Intention and summary, as described in (b) above, was posted on the District’s internet website beginning on September 25, 2020, and remained so posted until the date of the Public Hearing.

- (e) Copies of the Notice of Intention and the summary as described in (b) above and the proposed text of the Ordinance are on file with the District Secretary, and from and after September 25, 2020, were available for public review upon request.

The District also provided notice of such proposed revision to the waste discharge, wastewater pretreatment, quality, source control and compliance requirements set forth herein, as follows:

- (a) Notice of the Public Hearing and the Notice of Intention/Summary of Ordinance, the full text of this proposed Ordinance, with Exhibits, and the availability of supporting documentation therefor was posted on District's internet website located at <https://www.tcwd.ca.gov> for a period of more than thirty days (30) days prior to the date the Public Hearing was conducted; and
- (b) Notice of the date, time, place and nature of such Public Hearing and the Notice of Intention/Summary of Ordinance was also posted at the following locations within the District boundaries on the following dates:
  - (i) Dove Canyon Community Association - Dove Lake Park posting location October 16, 2020;
  - (ii) Trabuco Highlands Community Association Message Board – October 16, 2020; and
  - (iii) Ridgeline Pump Station at 19314 Ridgeline Road, Trabuco Canyon, California – entry drive posting location – October 16, 2020.

Such notices remained posted until the date and time of the Public Hearing.

**Section 3. Findings.** The Board hereby finds and determines as follows:

- (a) The District has complied, and will comply, with the notice requirements necessary for the adoption of this Ordinance.
- (b) Based on applicable legal standards, water and wastewater quality requirements and current best practices, it is in the best interests of the District to adopt this Ordinance.
- (c) The findings and determinations set out in the Exhibits hereto are incorporated herein at this point by this reference.

**Section 4. Adoption and Implementation; Prior Ordinances Superseded.**

- (a) The Trabuco Canyon Water District Waste Discharge Pretreatment and Source Control Program set out in Exhibit "A" is hereby adopted and shall be in effect from and after November 19, 2020.

- (b) The Trabuco Canyon Water District Enforcement Response Plan as set out in Exhibit “B,” attached hereto and incorporated herein by this reference, is hereby adopted and shall take effect on November 19, 2020.
- (c) The Board reserves the right to revise, amend, supplement and update the above-referenced Trabuco Canyon Water District Waste Discharge Pretreatment and Source Control Program and Trabuco Canyon Water District Enforcement Response Plan from time to time as the Board shall determine and direct.
- (d) Ordinance No. 92-16, Ordinance No. 2000-17 and Ordinance No. 2012-19 shall be superceded by this Ordinance No. 2020-21, effective as of November 19, 2020.

**Section 5. Amendment to District Rules and Regulations.** The Trabuco Canyon Water District Rules and Regulations for Water and Wastewater Service (“Rules and Regulations”) shall be amended to conform all references therein to Ordinance No. 92-16, Ordinance No. 2000-17, Ordinance No. 2012-19 and/or Ordinance No. 2015-20 to this Ordinance No. 2020-21. The General Manager, District Secretary, District officers and District consultants are authorized and directed to take such other and further actions as are necessary to carry out the directives of this Section 5.

**Section 6. Partial Invalidity; Severability.** If any one or more of the findings or directives set forth in this Ordinance to be performed should be contrary to law, then such findings or directives, or such portions thereof, shall be null and void and shall be deemed separable from the remaining findings and directives or portions thereof and shall in no way affect the validity of this Ordinance. The Board hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized and approve the findings or directives set forth herein irrespective of the fact that any one or more sections, paragraphs, subdivisions sentences, clauses or phrases of this Ordinance or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 7. Other Actions.** The District’s General Manager and other District officers and staff and District consultants are hereby authorized and directed to take all necessary and appropriate actions as may be required or desirable to carry out the directives of this Ordinance and the applicable requirements of State law. This shall include necessary publications and postings in conformance with State law.

**Section 8. Authority.** This Ordinance is adopted pursuant to the provisions of Water Code Sections 31000, 31001, 31024, 31025, 30523 and 31141.

**Section 9. Effective Date.** Except as otherwise set forth herein, this Ordinance shall be effective upon adoption.

**ADOPTED, SIGNED, ORDAINED AND APPROVED** this 18<sup>th</sup> day of November, 2020.

**BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT**

By: \_\_\_\_\_  
President of the Board of Directors of the Trabuco Canyon Water District

By: \_\_\_\_\_  
Secretary of the Board of Directors of the Trabuco Canyon Water District

DRAFT



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

I, Michael Perea, Secretary, Board of Directors of the Trabuco Canyon Water District, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 2020-21 of such Board and that the same has not been amended or repealed.

Dated this 18<sup>th</sup> day of November, 2020.

---

Secretary, Board of Directors of the Trabuco Canyon  
Water District

DRAFT

**EXHIBIT "A"**

**TRABUCO CANYON WATER DISTRICT WASTE DISCHARGE  
PRETREATMENT AND SOURCE CONTROL PROGRAM**

**DRAFT**

**EXHIBIT "B"**

**TRABUCO CANYON WATER DISTRICT ENFORCEMENT RESPONSE PLAN**

DRAFT

# **TRABUCO CANYON WATER DISTRICT (TCWD)**

## **WASTE DISCHARGE PRETREATMENT AND SOURCE CONTROL PROGRAM**

*An Ordinance of  
Regulations for the Discharge of  
Wastewater to Sewerage Facilities of the  
Trabuco Canyon Water District Service Area*

***AS AMENDED NOVEMBER 18, 2020***

**Prepared by the  
South Orange County Wastewater Authority  
Industrial Waste Division  
for the  
Trabuco Canyon Water District**

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**THE BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT  
DOES ORDAIN AS FOLLOWS:**

**ARTICLE 1  
GENERAL PROVISIONS**

**101 INTRODUCTION**

- A. The Trabuco Canyon Water District ("TCWD") is a special district formed under provisions of the California Water Code in 1962. The TCWD provides water distribution and wastewater collection, treatment and disposal services to residential and commercial customers in Southeast Orange County.
- B. The TCWD is required to adopt and implement a waste discharge pretreatment and source control program to protect the environment, sewerage facilities, and worker health.
- C. The TCWD, a MA of the South Orange County Wastewater Authority (SOCWA), may opt to administer and enforce these provisions under SOCWA's oversight. The TCWD does have the option to contract with SOCWA to have these services provided directly to them, if they so desire. Interagency agreements have been adopted that defines each agency's duties and responsibilities. These interagency agreements are on file at the TCWD and SOCWA offices.

**102 OBJECTIVES**

- A. The objectives of this ordinance are to:
  - 1. Ensure compliance with various regulatory agencies and the National Pollutant Discharge Elimination System (NPDES) Requirements.
  - 2. Prevent the introduction of pollutants that may cause interference of sewerage operations.
  - 3. Identify the goals, objectives and procedures for complying with federal pretreatment standards.
  - 4. Prevent biosolids contamination.
  - 5. Promote the opportunity to recycle and reclaim wastewaters or biosolids from sewerage facilities.
  - 6. Encourage waste minimization and material substitution by users.
  - 7. Protect sewerage facility employees and the general public who may be affected by wastewater, biosolids and chemical hazards.
  - 8. Encourage the reuse, recycling and reduction of water, wastewater or solids that are discharged to sewerage facilities.
  - 9. Minimize the discharge of volatile organic compounds that could individually or collectively contribute to a decrease in the quality of air emission from sewerage facilities.
  - 10. Establish an effective monitoring program for the control of user discharges to sewerage facilities.
  - 11. Establish an enforcement response plan (ERP) to help ensure consistent application of the provisions of this Ordinance.
  - 12. Equitably distribute costs.
  - 13. Prevent the introduction of pollutants into sewerage facilities that may pass through a sewerage facility, inadequately treated, into the receiving waters, or otherwise be incompatible with sewerage facilities.

14. Incorporates the necessary laws and regulations in order to implement and enforce federal, State of California (State), TCWD and SOCWA standards.
15. Seek to identify users that discharge or have the potential to discharge toxic pollutants, non-compatible or excessive amounts of compatible wastes to sewerage facilities.

### **103 PURPOSE**

A. The purpose of this ordinance is to:

1. Provide for the maximum public benefit from the use of TCWD sewerage facilities. This is accomplished by regulating the use of sewerage facilities and wastewater discharges by providing equitable distribution of costs in compliance with applicable state and federal regulations and by providing procedures that will allow the TCWD to comply with requirements placed upon it by other regulatory agencies. Any revenues derived from the application of this ordinance may be used to recover the cost of providing services by the TCWD, which include but are not limited to administration, monitoring, and enforcement.
2. Comply with federal and state regulations, which allow the TCWD to meet applicable standards for the final effluent and ocean outfall quality. This ordinance establishes quality and quantity limitations on all wastewater discharges whether or not the discharges adversely affect the TCWD's sewerage facilities, processes, effluent quality, or inhibit the TCWD's ability to meet its specific discharge limitations. It is the intent of this ordinance to improve the quality of wastewater being received for treatment and to encourage water conservation by all users connected to a sewerage facility. It is the TCWD intent to discourage the increase in quantity (mass emission) of waste constituents being discharged. This ordinance also imposes pretreatment requirements on the degree of waste authorized to be discharged to the TCWD sewerage facilities; provides for the issuance of wastewater discharge permits or other controlling mechanism to impose additional case-by-case requirements, as appropriate, and establishes fees and other penalties for noncompliance and/or violation of this ordinance.

### **104 POLICY**

A. The policy of this ordinance is to be:

1. Interpreted in accordance with the definitions set forth in Article 2. The provisions of this ordinance shall apply to the discharge of all wastes carried to TCWD sewerage facilities, and have been liberally construed so as to effectuate the environmental purposes, objectives, and other provisions set forth herein.
2. Committed to wastewater reclamation and reuse in order to provide an alternate source of water supply. The adoption of programs for reclamation through secondary and tertiary wastewater treatment processes may necessitate more stringent quality requirements on wastewater discharges. In the event that more stringent quality requirements are necessary, this ordinance may be amended to reflect those changes.
3. Committed to the beneficial use of biosolids. The implementation of programs to land apply or provide for the marketing and distribution of biosolids may necessitate more stringent quality requirements on wastewater discharges. In the event that more stringent quality requirements are necessary, this ordinance may be amended to reflect these changes.
4. Committed to compliance with all applicable state and federal laws including the Clean Water Act in 33 United States Code 1251 et seq. and the general pretreatment regulations described in 40 CFR 403.

### **105 APPLICABILITY**

This ordinance may apply to users within the TCWD service area and to users outside the TCWD service area who, by wastewater discharge permit or other controlling mechanism, make use of TCWD sewerage facilities.

**106 AVAILABILITY OF SEWAGE FACILITIES**

If capacity in a sewerage facility as a whole is not available, the TCWD may restrict discharge of existing users until sufficient capacity can be made available. The TCWD may refuse immediate service to new users where their proposed quality or quantity of wastewater is unacceptable to the available sewerage facilities.

**107 NOTICE TO USERS**

- A. The TCWD may provide one (1) copy of this ordinance to each user, which has received a wastewater discharge permit, upon request.
- B. Users who are issued a wastewater discharge permit may make available to their employees, copies of this ordinance.
- C. A notice may be permanently posted in prominent places advising employees to call the TCWD in the event of an uncontrolled spill or discharge as soon as possible and to submit a report as indicated in section 803 or 804 of this ordinance. The notice shall provide for necessary instruction and information, including but not limited to:
  - 1. TCWD phone numbers.
  - 2. Recording the time of the incident.
  - 3. Name and location of user.
  - 4. Type, concentration and volume of the discharge.
  - 5. Corrective action taken.
  - 6. Name of person reporting the incident.

DRAFT

**ARTICLE 2  
DEFINITIONS AND ABBREVIATIONS**

**201 DEFINITIONS CONTAINED IN PUBLICATION**

- A. Unless otherwise defined herein, terms related to water quality shall be defined in the same manner as in the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association (APHA), The American Water Works Association (AWWA), and the Water Environment Federation (WEF).
- B. The testing procedure for waste constituents and characteristics shall be as described in 40 CFR 136.

**202 DEFINITION OF TERMS**

- A. Words used in this ordinance in the singular may include the plural and the plural singular. Use of masculine shall mean feminine and the use of feminine shall mean masculine.
- B. The definitions in this ordinance are not intended to narrow the scope of definitions set forth in federal or state regulations. Unless the context specifically indicates otherwise the following terms, or pronouns used in their place, shall be interpreted as follows:
  - 1. Act or "the Act". The Federal Water Pollution Control Act also known as the Clean Water Act (CWA) as well as any amendments, guidelines, limitation or standards promulgated by the EPA pursuant to the Act, (33 USC 1251 et seq.).
  - 2. Approval Authority. Refers to the US Environmental Protection Agency (EPA), the California State Water Resources Control Board (SWRCB), or the local California Regional Water Quality Control Board (RWQCB).
  - 3. Baseline Monitoring Report (BMR). A required report for all industrial users subject to a categorical pretreatment standard. A BMR provides information that documents an industrial user's compliance status with all applicable pretreatment standards.
  - 4. Batch Dump. The discharge of pollutants or compatible wastes in a manner or method that is not approved or is prohibited by the TCWD.
  - 5. Best Available Technology (BAT). A level of technology that is based on the very best (state of the art) control and treatment measures that have been developed or are capable of being developed for a particular industrial category.
  - 6. Best Management Practices (BMPs). A set of schedules of activities, prohibitions of practices, maintenance procedures, operating procedures and other management practices used to control a user or a group of similar users' discharge to sewerage facilities. BMPs may include, but are not limited to treatment requirements, operating procedures, and practices to control plant site runoff, spillage of leaks, sludge or waste disposal, or drainage from raw materials storage.
  - 7. Best Practicable Technology (BPT). A level of technology represented by the average of the best existing wastewater treatment performance levels within an industrial category.
  - 8. Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter in wastewater using appropriate testing procedure and expressed as a concentration (m.g./L).
  - 9. Biodegradable. A material that can be decomposed by a biological process.
  - 10. Biohazardous Waste. A material that is likely to transmit etiologic agents that cause, or significantly contribute to the cause of, increased morbidity or mortality of human beings as set forth by the California Medical Waste Management Act.
  - 11. Board. The Board of Directors of the Trabuco Canyon Water District (TCWD).

12. Building Sewer. The entire length of private sewage service lateral extending from the building or structure that is connected to a sewerage facility.
13. By-Pass. Any intentional diversion of waste streams around any portion of a user's pretreatment equipment.
14. Categorical Industrial User (CIU). A user subject to a federal categorical pretreatment standard or categorical standard.
15. Chain of Custody. A document used to ensure the integrity of a sample, which includes a record of each person involved in the possession of a sample, securing the sample, and final disposal of the sample.
16. Chemical Oxygen Demand (COD). The quantity of oxygen required to oxidize all compounds, both organic and inorganic, in wastewater using the appropriate testing procedure and expressed as a concentration (e.g./L).
17. Class I User. Any user determined by the TCWD that meets the criteria of significant industrial user (SIU) as described in 40 CFR 403..
18. Class II User. Any user determined by the TCWD that is not a SIU and may discharge pollutants or non-compatible wastes, which may impact sewerage facilities.
19. Class III User. Any user determined by the TCWD that is not a SIU and may discharge compatible wastes or conventional pollutants which may impact sewerage facilities.
20. Class IV User. Any user determined by the TCWD that may discharge or is proposing to discharge special wastewater that may contain toxic or conventional pollutants or non-compatible or compatible wastes which may impact sewerage facilities.
21. Code of Federal Regulations (CFR). The code of the Federal Government of the United States of America, which contains all of the federal regulations including environmental regulations.
22. Company Authorized Representative (CAR). An individual designated by the user, who is responsible for signing all submittals to SOCWA and/or MA and who meets the criteria as described in 40 CFR 403.
23. Compatible Waste. Waste that does not contain toxic pollutants or non-compatible wastes. This may include a combination of, but not limited to, conventional pollutants or other wastes that the TCWD sewerage facilities are designed to accept and/or remove. Compatible wastes are non-compatible when discharged in quantities that have an adverse effect on sewerage facilities or NPDES Permit, or when discharged in quantities or quantities violating any National Pretreatment Standard or other discharge requirement or as determined by the TCWD.
24. Composite Sample. A collection of individual samples obtained at intervals based on an increment of either flow or time. The resulting mixture, a composite sample, forms a representative sample of the wastestream discharged during the sample period.
25. Control Authority (CA). The Trabuco Canyon Water District.
26. Conventional Pollutants. Those pollutants which are designated pursuant to section 304(a)(4) of the Act which include, biochemical oxygen demand (BOD), total suspended solids (TSS), fecal coliform, pH, and oil and grease.
27. Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

28. Daily Maximum Limit. 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 a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

29. Discharger. Any entity which discharges or causes a discharge of wastewater that is directly or indirectly discharged to sewerage facilities. May be interchangeable with indirect discharger, industrial user, permittee, person or user.
30. Discharge Requirements. The requirements of federal, state or local public agencies having jurisdiction over the effluent discharged into sewerage facilities or the environment.
31. Dry Weather Nuisance Flow (nuisance flow) – Any water or other discharge which finds its way to storm drains from urban areas, composed primarily of runoff from lawn or landscape watering, washing of vehicles, hosing down of paved areas, storm drain infiltration, natural groundwater from sub-drain systems and a variety of other sources associated with urban activity. This nuisance flow may be high in bacteriological contamination, oil and grease, and may have high organic and inorganic mineral content. Nuisance flow does not include stormwater, as defined, unless stormwater is captured, treated, controlled (thereby becoming a non-stormwater, nuisance flow) and discharged to the sewer during dry weather. Nuisance flows may come in contact with people or the environment in undesirable ways. Nuisance flow is a component of urban runoff.
32. Disposal. A controlled release to sewerage facilities or to the environment
33. Effluent. Usually water or wastewater discharged partially or completely treated or untreated from an industrial user or treatment plant, or part thereof.
34. Enforcement. A series of progressively more stringent actions used to seek compliance with federal, state or local laws, regulations, limitations and this ordinance, guided by the Enforcement Response Plan, adopted as Resolution 2009-02. Any enforcement may include monetary fees, fines or penalties.
35. Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.
36. Existing Source. Any source of discharge that is not a “New Source.”
37. Fee. Any amount assessed to a discharger for the use of any portion of a sewerage facility which shall include, but not be limited to, connection fees, monthly sewer service, discharge permit, excess capacity fee, industrial wastewater treatment, laboratory testing, industrial inspection, and monitoring fees.
38. Flow Monitoring Equipment. Equipment and/or structures provided at the user's sole expense to measure, totalize, record and/or sample incoming water to the user's site or the wastewater discharged to sewerage facilities.
39. General Manager. The individual duly designated by the Board of the TCWD to administer this ordinance.
40. Grab Sample. A sample collected from a waste stream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
41. Grease. Includes, but is not limited to fats, oils and grease (FOG), waxes and other non-volatile materials as determined by the appropriate testing procedures.
42. Groundwater. Water that is beneath the surface of the earth.
43. Hazardous Waste. Any waste that is potentially damaging to of the environment or a person's health due to toxicity, ignitability, corrosivity, chemical reactivity or other reasons.
44. Indirect Discharge or Discharge. The introduction of Pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

45. Industrial User. Any site that discharges industrial wastewater to sewerage facilities. May be interchangeable with discharger, indirect discharger, permittee, person or user.
46. Industrial Wastewater. All liquid-carried wastes or wastewater of the community, excluding domestic wastewater, and may include all wastewater from any producing, manufacturing, processing, agricultural, or other operation or location.
47. Inspector. A person authorized by the General Manager to inspect and/or monitor any industrial user's discharge or anticipated discharge to any sewerage facility.
48. Interference. A discharge that alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts any sewerage facilities, any treatment processes or operations, or any biosolids use or disposal and therefore, is a cause of violation of the TCWD's or SOCWA's NPDES permits (including an increase in the magnitude or duration of a violation) or prevents lawful biosolids or treated effluent use or disposal.
49. Interjurisdictional Agreements (Also referred to as Interagency Agreements). An agreement between the TCWD, SOCWA, any individual or combination of MAs, or any other local sewerage agency that defines the authority and responsibility to implement the waste discharge pretreatment and source control program and to enforce the regulations contained in this ordinance within the individual and/or combination of TCWD, SOCWA, MAs, or any other local sewerage agency's service area.
50. Local Limits. A set of specific discharge limits developed and enforces by the TCWD and/or SOCWA upon user sites in order to implement the general and specific discharge prohibitions as described in 40 CFR 403.
51. Local Sewering Agency. Any public agency or private company responsible for the collection, treatment or disposal of wastewater to sewerage facilities that are duly authorized under the laws of the State to construct and/or maintain sewerage facilities.
52. Lower Explosive Limit (LEL). The point where an explosive gas in an area of atmosphere that is at a sufficient concentration as to result in an explosion if a sufficient ignition source is present.
53. Mass Emission Rate. The weight of material discharged to sewerage facilities during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combinations of constituents.
54. May. Permissive or discretionary.
55. Member Agency (MA). Any one, combination, or all of the individual cities or districts which are members of SOCWA. They are: City of Laguna Beach (CLB), City of San Clemente (CSC), City of San Juan Capistrano (CSJC), El Toro Water District (ETWD), Emerald Bay Service District (EBSB), Irvine Ranch Water District (IRWD), Moulton Niguel Water District (MNWD), Santa Margarita Water District (SMWD), South Coast Water District (SCWD) and the Trabuco Canyon Water District (TCWD).
56. Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during the month.
57. National Pollutant Discharge Elimination System (NPDES) Permit. The document issued in the control of discharges to surface waters of the United States as detailed in Section 402 of the Act.

58. National Pretreatment Standards. Includes the following terms established pursuant to 40 CFR 403.5 and 40 CFR 403.6: "Prohibited Discharges", "General Prohibitions", "Specific Prohibitions", "Local Limits", "Categorical Standards", "Categorical Pretreatment Standards", "Pretreatment Standards" and "Standards". These terms apply to any pollutant discharge regulations that are promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act that limits and/or prohibits the wastewater discharged by users into a sewerage facility.
59. New Source. Those sources that are new as defined by 40 CFR 403.3.
60. Non-Compatible Waste. Waste that contains toxic or non-compatible pollutants that may pass-through or cause interference if discharged to sewerage facilities.
61. Non-industrial Wastewater Discharge (NIWD) Form. A form issued to users that are considered to have wastewater of no concern discharging to sewerage facilities. This form may contain BMP's.
62. Non-Stormwater Discharge – Discharges that do not immediately originate from precipitation events unless precipitation is captured and discharged after a rain event. Including but not limited to, discharges of process water, air conditioner condensate, non-contact cooling water, vehicle wash water, sanitary wastes, concrete washout water, paint wash water, irrigation water, or pipe testing water.
63. Normal Working Day. Any period of time during which production or operation is taking place or any period which discharge to sewerage facilities is occurring.
64. North American Industry Classification System (NAICS). An industry classification system that groups establishments into industries based on the activities which they are primarily engaged.
65. Nuisance. Anything which may be injurious to health or is indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfort or enjoyment of life or property or which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
66. Ordinance. The document entitled "An Ordinance of Regulations for the Discharge of Wastewater to Sewerage Facilities of the Trabuco Canyon Water District Service Area" containing the TCWD's requirements, conditions and limitations for discharging to sewerage facilities, as may be amended and modified.
67. Pass Through. A discharge from a user which exits sewerage facilities into waters of the United States in quantities or concentrations which, alone or in conjunction with any discharge from other sources, is a cause of a violation of any requirement of the TCWD's or SOCWA's NPDES permits, including an increase in the magnitude or duration of a violation.
68. Permittee. A discharger who has received a wastewater discharge permit to discharge wastewater into the TCWD's sewerage facilities subject to the requirements and conditions established by the TCWD. May be interchangeable with discharger, indirect discharger, industrial user, person or user.
69. Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, tenant, lessee, renter, governmental entity, or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local government entities. May be interchangeable with discharger, indirect discharger, industrial user, permittee or user.
70. Pesticides. Those compounds classified as such under federal or state law or regulations including, but not limited to, DDT (dichlorodiphenyltrichloroethane, both isomers), DDE (dichlorodiphenylethylene), DDD (dichlorodiphenyldichloroethane), Aldrin, Benzene Hexachloride (alpha, beta and gamma isomers), Chlordane, Endrin, Endrin aldehyde, TCDD (2,3,7,8 -tetrachlorodibenzo-p-dioxin), Toxaphene, Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Heptachlor, Heptachlor epoxide, Dieldrin, Demeton, Guthion, Malathion, Methoxychlor, Merex and Parathion.

71. pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.
72. Pollutant. Any substance, constituent, compound or characteristic of wastewaters on which a discharge limitation may be imposed either by the TCWS, SOCWA or the regulatory agencies empowered to regulate the TCWD and SOCWA.
73. Polychlorinated Biphenyls (PCBs). Those compounds classified as such under federal and state law or regulation including, but not limited to Aroclors 1016, 1221, 1228, 1232, 1242, 1248, 1254, 1260 and 1262.
74. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into sewerage facilities. This reduction, elimination or alteration of pollutants can be obtained by physical, chemical, or biological process, by process changes or by other means except as described by 40 CFR 403.
75. Pretreatment Equipment. Any equipment, structures or devices used for the treatment or flow limitation of industrial wastewater prior to discharge to sewerage facilities.
76. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a national pretreatment standard.
77. Prohibited Discharges. Any prohibitions against the discharge of certain substances; these prohibitions appear in Article 5.
78. Public Agency. The State and any city, county, district, agency, other local authority or public body of or within this state.
79. Rainwater. Water resulting from precipitation which directly falls upon any surface.
80. Regulatory Agencies. Those Agencies having jurisdiction over the operation of the TCWD and/or SOCWA, including, but not limited to, the following:
  - a. United States Environmental Protection Agency (EPA).
  - b. State Water Resources Control Board (SWRCB).
  - c. Regional Water Quality Control Board (RWQCB).
  - d. South Coast Air Quality Management District (SCAQMD).
  - e. Department of Health Services (DOHS).
  - f. California Environmental Protection Agency, Cal-EPA)
81. Representative Sample Point. A location set forth in the user's wastewater discharge permit or other control mechanism from which wastewater can be collected that is as nearly identical in content and consistency as possible to that of the entire flow of wastewater being sampled. For categorical users, this point shall be at the end of each regulated process, and for all other users shall be determined on a case-by-case basis.
82. Resource Conservation and Recovery Act (RCRA). The RCRA Act of 1976 (42 U.S.C. 6901, et seq.) to implement the Conservation and Recovery of used or spent resources and as amended.
83. Routine Sampling. Any sampling conducted by the TCWD SOCWA to verify compliance of a user's discharge to sewerage facilities. Sampling may consist of either grab or composite samples or a combination of both.

84. Sampling Equipment. Equipment or structure provided at the user's sole expense for the TCWD, SOCWA or the user to measure and record wastewater constituents, collection of samples or provide access to plug or terminate the discharge.
85. Scum. Any layer of matter or combination of air and matter that forms on or rises to the surface of a liquid or body of water.
86. Sewage. Wastewater.
87. Sewerage Facilities. Any and all systems used for collecting, conveying, pumping, reclamation, recycling, reuse, storage, transportation, treatment or disposal of sewage, industrial waste of a liquid nature, wastewater, sludge or biosolids that is owned and operated by the TCWD, SOCWA, or other public agency which is tributary to systems operated by the TCWD or SOCWA. This definition includes, but is not limited to, publicly owned treatment works (POTW's) as defined by Section 212 of the Act (33 U.S.C. Section 1292), public sewers, trunk lines, sewer mains, wet wells, treatments plants and ocean outfalls which are owned by the TCWD or SOCWA.
88. Shall. Mandatory.
89. Significant Industrial User (SIU). A user as defined by 40 CFR 403.3(v), except as provided in paragraphs c and d of this definition, which includes the following:
- a. An industrial users subject to categorical pretreatment standards; or
  - b. An industrial user that: discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the TCWD (excluding sanitary, noncontact cooling water, and boiler blowdown wastewater); contributes a process wastestream which makes up five (5%) percent or more of the average dry weather hydraulic or organic capacity of TCWD's sewerage facilities; or is designated as such by the TCWD on the basis that the industrial user has a reasonable potential for adversely affecting the TCWD's operation or for violating any pretreatment standard or requirement.
  - c. The TCWD may determine that an industrial user subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
    - i. The industrial user, prior to TCWD's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
    - ii. The industrial user annually submits the certification statement required in 40 CFR 403.12(q) together with any additional information necessary to support the certification statement; and
    - iii. The industrial user never discharges any untreated concentrated wastewater.
  - d. Upon a finding that an industrial user meeting the criteria in paragraph b above of this definition has no reasonable potential for adversely affecting the TCWD's operation or for violating any pretreatment standard or requirement, The TCWD may at any time, on its own initiative or in response to a petition received from a industrial user, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user should not be considered a significant industrial user.
90. Significant Non-Compliance. A violation by a significant industrial user (or any industrial user which violates paragraphs c, d, or h of this definition) as described in 40 CFR 403.8(f)(2)(viii) which meets one or more of the following criteria:

- a. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as described in 40 CFR 403.3(l);
  - b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standards or requirements including instantaneous limits, as defined in 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
  - c. Any other violation of a pretreatment standard or requirement as defined in 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the TCWD determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of TCWD personnel or the general public;
  - d. Any discharge of pollutants that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the TCWD's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
  - e. Failure to meet, within ninety (90) days after the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit, other control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
  - f. Failure to provide within forty-five (45) days after the due date, required reports, including but not limited to, baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
  - g. Failure to accurately report noncompliance;
  - h. Any other violation or group of violations, which may include a violation of Best Management Practices, which the TCWD determines will adversely affect the operation or implementation of the local pretreatment program.
- 91. Sludge. Any solid, semi-solid or liquid decant, subnate, or supernate from an industrial manufacturing process, utility service or pretreatment equipment.
  - 92. Slug Discharge. Any discharge of a non-routine, episodic nature, that may exceed the standards and prohibitions contained in Article 5 of this ordinance and significantly exceeds the usual industrial user flow or pollutant loading, either mass or concentration 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 violate the regulations, local limits or permit conditions associated with sewerage facilities.
  - 93. Solvent. Any substance that is used to dissolve another substance in it.
  - 94. South Orange County Wastewater Authority (SOCWA). The Joint Powers Authority (JPA) which is formed by the participating MAs. The MAs individually and/or collectively use SOCWA's sewerage facilities. SOCWA is the holder of the NPDES permits, which state the pretreatment and waste discharge requirements for sewerage facilities.
  - 95. Spent Solutions. Any concentrated industrial wastewater.
  - 96. Spill Containment. Any protection equipment provided and installed at the user's sole expense to prohibit the discharge of non-compatible wastes to sewerage facilities.

97. Standard Methods. Procedures described in the current edition of Standard Methods for the Examination of Water and Wastewater, as published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation.
98. Stormwater. Any flow occurring during or immediately following any form of natural precipitation, , which runs off, or travels over the ground surface to a drainage area or channel or drains uncontrolled to a municipal storm drain system for disposal in a river, stream, lake or creek and ultimately to the Pacific Ocean.
99. Street Drainage. Water resulting from surface runoff generated by rainwater, stormwater or other sources.
100. Subsurface Drainage. A method of draining that is situated under the ground (e.g., leachate control system).
101. Surface Runoff. Runoff other than that which is caused by rainfall, stormwater, or street drainage (e.g., car wash runoff, washdown runoff) originating from a user.
102. Trabuco Canyon Water District (TCWD). The agency that is responsible for the adoption of this ordinance and is a MA of SOCWA.
103. Total Organic Carbon (TOC). The measure of total organic carbon in domestic or other wastewater as determined by the appropriate testing procedure.
104. Total Suspended Solids. Any insoluble material contained as a component of wastewater and capable of separation from the liquid portion by laboratory filtration as determined by the appropriate testing procedures and expressed in terms of milligrams per liter (mg/L).
105. Toxic Pollutant. Any pollutant or combination of pollutants listed as toxic by the EPA under the provisions of Section 307(a) of the Act or other acts or that can harm human health, aquatic life or the biological treatment processes.
106. Unpolluted Water. Water to which no constituent has been added either intentionally or accidentally.
107. Upset. Any upset that meets the criteria as described in 40 CFR 403.
108. User. Any person or entity which discharges or causes a discharge of wastewater to a sewerage facility , as defined by EPA regulations. May be interchangeable with discharger, indirect discharger, industrial user, permittee or person.
109. Volatile. Natural (plant or animal origin) or synthetic substances that is capable of being evaporated or changed to vapor at relatively low temperatures.
110. Waste. Sewage and any other waste substances, liquid, solid, gaseous or radioactive.
111. Waste Manifest. A receipt which is retained by the generator of hazardous wastes as required by the State or the United States Government pursuant to RCRA or the California Hazardous Materials Act or that receipt which is retained by the generator for recyclable wastes or liquid non-hazardous wastes as required by the TCWD
112. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged into or permitted to enter sewerage facilities..
113. Wastewater Constituents and Characteristics. The individual chemical, physical, bacteriological, radiological, volume, flow rate and such other parameters that serve to define, classify or measure the quality and quantity of wastewater.
114. Wastewater Discharge (WD) Permit. The form of authorization from the TCWD issued to an industrial user for the discharge wastewater. This wastewater discharge permit sets forth the limits and conditions under which the industrial user shall be able to discharge wastewater into sewerage facilities.

203 **ABBREVIATION**

A. The following abbreviations shall have the designated meanings:

1. "BAT" Best Available Technology
2. "BMP" Best Management Practice
3. "BMR" Baseline Monitoring Report
4. "BOD" Biochemical Oxygen Demand
5. "BPT" Best Practicable Technology
6. "CA" Control Authority
7. "CAR" Company Authority Representative
8. "CFR" Code of Federal Regulation
9. "CIU" Categorical Industrial User
10. "COD" Chemical Oxygen Demand
11. "CWF" Combined Wastestream Formula
12. "DO" Dissolved Oxygen
13. "EPA" Environmental Protection Agency
14. "ERP" Enforcement Response Plan
15. "FOG" Fats, Oils and Grease
16. "FROG" Fats, Roots, Oils and Grease
17. "gpd" Gallons per Day
18. "gpm" Gallons per Minute
19. "IU" Industrial User
20. "lb/day" Pounds Per Day
21. "JPA" Joint Powers Authority
22. "LEL" Lower Explosive Limit
23. "MA" Member Agency
24. "MGD" Million Gallons Per Day
25. "MSDS" Material Safety Data Sheet
26. "NAICS" North America Industrial Classification System
27. "NPDES" National Pollutant Discharge Elimination System
28. "NSCIU" Non-Significant Categorical Industrial User
29. "O&G" Oil and Grease
30. "PCBs" Polychlorinated Biphenyls
31. "POTW" Publicly Owned Treatment Works
32. "PSES" Pretreatment Standards for Existing Sources
33. "PSNS" Pretreatment Standards for New Sources
34. "RCRA" Resource Conservation and Recovery Act
35. "RWQCB" Regional Water Quality Control Board
36. "SOCWA" South Orange County Wastewater Authority
37. "SIU" Significant Industrial User
38. "SNC" Significant Non-Compliance
39. "SWRCB" State Water Resources Control Board
40. "TCWD" Trabuco Canyon Water District
41. "TDS" Total Dissolved Solids
42. "TOC" Total Organic Carbon
43. "TOMP" Toxic Organic Management Plan
44. "TRC" Technical Review Criteria
45. "TSS" Total Suspended Solids
46. "TTO" Total Toxic Organics
47. "USC" United States Code
48. "mg/L" Milligrams per Liter (0.001)
49. "ug/L" Micrograms per Liter (0.000001)
50. "ng/L" Nanograms per Liter (0.000000001)
51. "pg/L" Picograms per Liter (0.000000000001)

**ARTICLE 3  
AUTHORITIES AND POWERS**

**301 AUTHORITY**

- A. The TCWD is regulated by Agencies of the United States Federal Government and the State under provisions of federal and state law. Federal law requires the TCWD, and the state grants the TCWD the authority to regulate and/or prohibit by adoption of ordinances, resolutions, and issuance of wastewater discharge permits or other control mechanisms, the discharge of any waste, directly or indirectly, to the TCWD's sewerage facilities. That authority includes, but is not limited to, the right to establish local limits, conditions, prohibitions, flow rates, prohibit flows discharged to the TCWD's sewerage facilities, and enforce federal, state and local requirements. This may require the implementation of compliance schedules for the installation of flow monitoring equipment by users and for the TCWD to take all actions necessary to enforce its authority, whether within or outside the TCWD's service area, including those users that are tributary to the TCWD or within areas for which the TCWD has contracted to provide sewerage facility services.
  
- B. The TCWD has the authority under California Health and Safety Code 5471 and 5474 to prescribe, revise, and collect all regulatory fees and to charge for services and sewerage facilities furnished by the TCWD either within or without its service area.
  
- B. Administration and enforcement of the pretreatment program may be carried out on a daily basis by any individual and/or combination of TCWD personnel.
  
- D. The TCWD shall have the authority to seek compliance with 40 CFR 403, its NPDES permit and the provisions of this ordinance by, but not limited to, the following:
  - 1. Issue wastewater discharge permits.
  - 2. Require the installation of pretreatment equipment.
  - 3. Require the installation of monitoring and/or sampling equipment and/or structures.
  - 4. Require self-monitoring and reporting of the user's discharge.
  - 5. Require the implementation of spill containment plans.

**302 DELEGATION OF AUTHORITY**

Whenever any authority or power is granted to or a duty imposed upon the General Manager, that authority or power may be exercised or that duty may be performed by a person authorized by the General Manager.

**303    ENFORCEMENT POWERS**

- A.    Enforcement action against a user for being in non-compliance with the provision of this ordinance may include, but is not limited to, the following:
1.    Issuing a Warning Notice of Non-compliance letter.
  2.    Issuing a notice of non-compliance (NON) form.
  3.    Issuing a notice of violation (NOV) form.
  4.    Issuing an administrative order (AO), which may also include, but are not limited to, the following:
    - a.    Probation Order (PO).
    - b.    Show Cause Order (SCO).
    - c.    Cease and Desist Order (CDO).
  5.    Petition the courts for injunction or civil penalties.
  6.    Signing criminal complaints.
  7.    Suspension or revocation of an issued wastewater discharge permit or other control mechanism.
  8.    Termination of services.
  9.    Administrative complaints.
- B.    The issuance of an enforcement action shall not be a bar against, or a prerequisite for, taking any other enforcement action against the user.

## **ADMINISTRATION**

### **401. TRABUCO CANYON WATER DISTRICT (TCWD)**

- A. The TCWD may implement pretreatment and source control programs in accordance with federal, state, TCWD and SOCWA regulations, and the provisions of this ordinance, and any multijurisdictional agreements.
- B. If the TCWD desires to perform its own pretreatment and source control program, it shall do so pursuant to an interjurisdictional agreement with SOCWA, under the oversight of SOCWA.
- C. The TCWD, when operating its own pretreatment and source control program, shall keep SOCWA apprised of all activities on a regular and consistent basis. This may be accomplished by, but not limited to, correspondence, meetings, and submittal of periodic reports.
- D. The TCWD shall have the authority to use fees and charges provided for within this ordinance when a user is in non-compliance.
- E. The TCWD shall provide SOCWA any and all information and submittals by users for review and central filing.
- F. The TCWD, which may operate its own sewerage facilities, shall coordinate with SOCWA the establishment of technically based local limits. These limits shall be established in accordance with Section 402 H of this ordinance. These limits are to ensure that any user's effluent that is discharged to sewerage facilities does not cause, but is not limited to, the following:
  - 1. Upset, pass through or interference of the biological treatment processes.
  - 2. Upset, pass through or interference of the sludge digestion processes.
  - 3. Reclaimed or recycled water or generated biosolids to be unable to meet regulatory standards for beneficial reuse or unlimited distribution as defined by regulatory agencies.
  - 4. Violation of any TCWD or SOCWA NPDES permit limitations.
  - 5. Pass-through or interference causing the TCWD or SOCWA to violate any discharge limits of the SOCWA ocean outfalls.

### **402. SOCWA**

- A. SOCWA has the authority to implement pretreatment and source control programs in accordance with federal and State regulations and the provisions of this ordinance, SOCWA's pretreatment and source control program ordinance, and interjurisdictional agreements with the TCWD.
- B. SOCWA has the authority to approve all forms used in the pretreatment and source control programs.
- C. SOCWA has the authority to, at any time, assume administration and enforcement of this ordinance within the service area of the TCWD.
- D. SOCWA has the authority to locate and terminate any non-compliant discharge that is not discontinued, upon notification that a non-compliant discharge is occurring.
- E. SOCWA has the authority to review all applications, wastewater discharge permits, other control mechanism and any enforcement actions that have been taken.

- F. SOCWA has the authority to review all ordinances pertaining to pretreatment and source control programs before adoption or implementation by the TCWD.

- G. SOCWA has the authority to audit the TCWD when performing its own waste discharge pretreatment and source control program.
- H. SOCWA shall oversee the establishment of technically based local limits for the TCWD. A review of the local limits may be conducted every five years or in conjunction with the renewal of SOCWA's NPDES Permits.

**403 PROGRAM ENFORCEMENT**

- A. The TCWD shall have first priority to enforce the regulations contained within this ordinance in accordance with, but not limited to, the following:
  - 1. The TCWD, when performing its own program, shall inform SOCWA of all program activity.
  - 2. The TCWD, when performing its own program, may conduct routine sampling of permitted users for constituents the industry must sample and analyze for as part of their self-monitoring program, and inform SOCWA of such activity.
  - 3. SOCWA shall conduct the pretreatment and source control program for the TCWD unless otherwise directed by the interjurisdictional agreement with the TCWD.

**404 APPLICATIONS**

All applications for wastewater discharge permits may be reviewed by the TCWD and SOCWA.

**405 WASTEWATER DISCHARGE (WD) PERMITS**

- A. All proposed WD permits may be reviewed by the TCWD and SOCWA before being issued to the user.
- B. All issued WD permits shall be signed, identified and/or numbered by the TCWD or SOCWA.

**406. INSPECTIONS, MONITORING AND ENFORCEMENT**

- A. SOCWA shall be notified by the TCWD when inspecting, monitoring, or enforcement activities will or have already occurred. This may be done by, but not limited to, the following:
  - 1. Phone contact or correspondence.
  - 2. Submittal of written schedule reports or status reports.
- B. Emergency enforcement actions by the TCWD shall be reported to SOCWA by phone within twenty-four (24) hours during weekdays and within seventy-two (72) hours during weekends, and by written report within five (5) days of following notice to the user.

**407 FUNDING**

- A. The TCWD may establish a schedule of wastewater discharge permit application fees, annual fees, sample analysis charges, and any other fees or charges required to recover reasonable costs of implementing this waste discharge pretreatment and source control program.
- B. Costs incurred by the TCWD for its pretreatment activity may be collected by, but not limited to invoicing directly to the industrial user.

**408**    **APPEALS**

- A.    The TCWD shall handle appeals in accordance with the provisions of this ordinance.
  - 1.    Appeals on staff action shall be directed to the General Manager.
  - 2.    Appeals on the General Manager action shall be directed to the Board.
  - 3.    Actions by the Board shall be final.
  
- B.    SOCWA shall have the authority to handle appeals where the TCWD has no jurisdiction, or fails to enforce against a user in accordance with the provisions of this ordinance or the interjurisdictional agreements.

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**ARTICLE 5**  
**GENERAL DISCHARGE PROHIBITIONS AND LIMITATIONS**

**501 PROHIBITED DISCHARGES**

- A. These prohibitions apply to all users of sewerage facilities whether or not they are subject to categorical pretreatment or any other national, state or local pretreatment standard or requirements.
- B. No user shall discharge directly or indirectly a quality or quantity of wastes, solids, viscous substances, wastewater or pollutants to sewerage facilities, either alone or by interaction with other substances, which cause or will cause:
  - 1. Obstruction of flow.
  - 2. Pass through or interference.
  - 3. Inhibition of biological activity.
  - 4. The final effluent to fail a toxicity test.
  - 5. Corrosive or physical structural damage to sewerage facilities.
  - 6. Danger to life and/or safety of any person.
  - 7. Impairment of the effective maintenance or operation of any sewerage facility.
  - 8. A fire or explosion hazard based upon a closed cup flashpoint of less than 140 degrees Fahrenheit (60°C) using the test method specified in 40 CFR 261.21.
  - 9. The presence of toxic gases, vapors, fumes, or poisonous, noxious or malodorous gas producing substances that may cause acute worker health and safety problems.
  - 10. Any product of any sewerage facility including, but not limited to, the final effluent biosolids, residue, sludge, or scum to be unsuitable for reclamation, reuse, or disposal.
  - 11. Discoloration or any other condition which affects the quality of the final effluent in such a manner that discharge requirements established by regulatory agencies cannot be met.
  - 12. Conditions which violate any statute, rule, regulation, or ordinance of any public agency or regulatory agency having jurisdiction over the discharge of wastewater through sewerage facilities.
  - 13. The discharge of petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, which cause interference or pass through.

**502 PROHIBITION ON DILUTION**

Except where expressly authorized to do so by an applicable standard, no user shall discharge directly or indirectly to sewerage facilities an increase in the use of water to attempt to dilute a waste being discharged, as a partial or complete substitute for treatment to achieve compliance with this ordinance, a wastewater discharge permit, other control mechanism or to establish an artificially high flow rate for mass emission rates.

**503 PROHIBITION ON BIOHAZARDOUS WASTE**

No user shall discharge directly or indirectly to sewerage facilities a biohazardous waste without rendering it nonbiohazardous prior to discharge if the biohazardous waste is deemed to pose any threat to public health and safety or will result in any violation of applicable waste discharge requirements.

**504 PROHIBITION ON TOXIC OR HAZARDOUS WASTE**

No user shall discharge directly or indirectly to sewerage facilities, any substance that is defined as a toxic or hazardous waste by regulatory agencies, except those wastes which meet the requirements of 40 CFR 403.

**505 PROHIBITION ON WARFARE AGENTS**

No user shall discharge directly or indirectly to sewerage facilities any radiological, chemical, or biological warfare agent.

**506 LIMITATIONS ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES**

- A. Any spent solutions, sludges, and/or other wastes generated by the user that are a hazardous waste and not treated on site shall be hauled by a registered hazardous waste transporter. The user shall complete and maintain a hazardous waste manifest that documents the removal and transport of the waste.
- B. All hazardous waste manifests shall be retained for a minimum of three (3) years and shall be made available to the TCWD upon request. The TCWD may require a longer period of retention if litigation is being considered.
- C. No user shall batch dump to sewerage facilities without written approval from the TCWD.

**507 LIMITATIONS ON THE USE OF GRINDERS**

Wastes from industrial or commercial grinders shall not be discharged into sewerage facilities, except wastes generated in packing or preparing food or food products on a case by case bases as approved by the TCWD. Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the sewerage facilities.

**508 LIMITATION ON RAINWATER, STORMWATER, AND STREET DRAINAGE**

No user shall discharge or cause to be discharged directly or indirectly into sewerage facilities any rainwater, stormwater, or street drainage that exceeds the first one-tenth (1/10) of an inch of precipitation from any storm event.

**509 LIMITATIONS ON GROUNDWATER AND SUBSURFACE DRAINAGE**

- A. Groundwater and subsurface drainage shall not be discharged directly or indirectly to sewerage facilities except as provided herein.
- B. the TCWD may approve the discharge of such water, by wastewater discharge permit or other control mechanism only, when no alternate method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- C. The discharge of such water shall require the following:
  - 1. A Class IV Special Wastewater Discharge Permit or other control mechanism issued by the TCWD, and
  - 2. Documentation from the user or user's consultant that all other alternate methods of disposal have been exhausted, and User shall pay all applicable fees and charges and shall meet any other conditions as required by the TCWD.

**510 LIMITATIONS ON TRUCKED OR HAULED WASTES**

- A. No user shall discharge trucked or hauled wastes directly or indirectly to sewerage facilities without written approval from the TCWD. Written approval may be in the form of an individual special wastewater discharge permit or other control mechanism.
- B. No user shall transport waste from one location to another for the purpose of treating or discharging it directly or indirectly to sewerage facilities without written approval from the TCWD. Written approval may be in the form of an individual special wastewater discharge permit or other control mechanism.

**511 LIMITATIONS ON POINT OF DISCHARGE**

No user shall discharge any wastewater directly or indirectly into a manhole or other opening in a sewerage facility other than through an approved building sewer, unless approved in writing by the TCWD.

**512 LIMITATIONS ON RADIOACTIVE WASTES**

- A. No user shall discharge directly or indirectly to sewerage facilities any radioactive waste except as provided herein:
  - 1. When the user is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and
  - 2. When the waste is discharged in strict conformity with current California Radiation Control Regulations (Cal. Adm. Code Title 17) for safe disposal, and
  - 3. When the user is in compliance with all other rules and regulations of all other applicable regulatory agencies, and

**513 LIMITATION ON UNPOLLUTED WATER**

- A. Unpolluted water such as deionized, steam waste, distilled, single pass cooling water in excess of laboratory usage, blow-down or bleed water from cooling towers, other evaporating coolers, or commercial swimming pool water drainage shall not be discharged directly or indirectly to sewerage facilities except provides herein.
- B. The TCWD may approve the discharge of such water when no alternate method of disposal or reuse is reasonably available or there is need to mediate an environmental risk or health hazard.
- C. The discharge of such water shall require the following:
  - 1. A Class IV Special Wastewater Discharge Permit or other control mechanism, and
  - 2. Documentation from the user or user's consultant that all other alternate methods of disposal have been exhausted, and
  - 3. User shall pay all applicable fees and charges and shall meet any other conditions as required by the TCWD.

**514 MASS EMISSION LIMIT DETERMINATION**

- A. Mass emission limits for non-compatible and compatible wastes that are present or anticipated in the user's wastewater discharge may be set for each user and made an applicable part of each user's wastewater discharge permit or other control mechanism. These limits shall be based on Table I, local limits or national pretreatment standards and the user's average daily wastewater discharge for the past three (3) years, the most recent representative data, or other data acceptable by the TCWD.

- B. To verify the user's operating data, the user may be required to submit an inventory of all wastewater streams and production data.
- C. The TCWD may revise local limit concentration limits or mass emission limits previously established in the user's wastewater discharge permit or other control mechanism at any time, based on current and/or anticipated operating data, the ability to meet NPDES Limits, and/or changes in the requirements of regulatory agencies.
- D. The increased use of water to establish an artificially high flow rate database for mass emission limit determinations is prohibited.

**515 WASTEWATER STRENGTHS AND CHARACTERISTICS**

- A. No user shall discharge wastewater directly or indirectly to sewerage facilities with the following strengths and characteristics:
  - 1. Having a temperature higher than 140 degrees Fahrenheit (60 degrees centigrade) or which causes the temperature at the influent to a wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees centigrade).
  - 2. Containing substances that may precipitate, solidify, or become viscous at temperatures between 50 degrees Fahrenheit (10 degrees centigrade) and 104 degrees Fahrenheit (40 degrees centigrade).
  - 3. Containing materials which will readily settle or cause an obstruction to flow in sewerage facilities or be detrimental to the proper operation of a sewerage facility. These materials may include, but are not limited to, asphalt, dead animals, offal ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, bones, hair, coffee grounds, egg shells, flashings, diatomaceous earth, seafood shells, and paper products not intended for use in sewerage facilities.
  - 4. Producing a gaseous mixture that is ten percent (10%) or greater of the lower explosive limit (LEL). Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, ketones, and alcohols.
  - 5. Having a pH less than 5.0 or greater than 11.0.
  - 6. Containing recognizable portions of human or animal anatomy.
  - 7. Containing excessive flow, constituents or other materials, including but not limited to, biological oxygen demand, chemical oxygen demand, total organic carbon, toxic pollutants, suspended solids, grease and oil of animal or vegetable origin, total dissolved solids, detergents, surface active agents, phenolic compounds or other substances that are released in a discharge at a flow rate and/or concentration which will cause problems, pass-through or interference with sewerage facilities.
  - 8. Containing PCBs in excess of 0.01 mg/L as a daily maximum.
  - 9. Containing pesticides in excess of 0.01 mg/L as a daily maximum.
  - 10. Violation of any applicable national pretreatment standards, state standards, or other local regulations covering wastewater disposal.

**516 SPECIFIC LOCAL LIMITS**

- A. TCWD in coordination with SOCWA is authorized to establish local limits pursuant to 40 CFR 403.
- B. No user shall discharge directly or indirectly a quality or quantity of wastes or wastewater containing toxic pollutants, non-compatible or compatible wastes in excess of table I, specific local limits. All local limits for the metal pollutants are for "total" amount analyzed, unless indicated otherwise.

Table I - Specific Local Limits

<u>Pollutant</u>	<u>Limit (mg/L)</u>
Arsenic	3.4
Cadmium	0.93
Chromium	4.9
Copper	7.2
Lead	4.9
Mercury	0.19
Nickel	9.5
Silver	2.8
Zinc	7.9
Cyanide	4.3
Oil and Grease	300

- C. Local limits are subject to more stringent standards as established by national pretreatment standards. Local limits are deemed to be pretreatment standards for the purposes of Section 307(d) of the Act, and are enforceable under Section 309 of the Act, potentially subjecting an IU to a penalty of \$25,000 per day for each violation.
- D. The TCWD may place more stringent standards within any wastewater discharge permit or other control mechanism issued to a user at any time, based on current and/or anticipated operating conditions presented in the wastewater discharge permit application, the ability to meet NPDES permit limits, and/or changes in the requirements of regulatory agencies.
- E. TCWD may develop Best Management Practices (BMP's) for use in any wastewater discharge permit or other control mechanism to implement local limits and the requirements contained in this ordinance.

**517 STATE REQUIREMENTS**

Upon the adoption of any state requirements on user discharges that are more stringent than federal requirements or the limitations contained in this ordinance, that state standard shall then immediately supersede the federal standard and the limitations of this ordinance.

**518 FEDERAL REQUIREMENTS**

- A. Upon adoption of a national pretreatment standard more stringent than those contained in this ordinance, the federal standard shall immediately supersede the limitations listed in this ordinance and the affected significant industrial users shall be notified of the new standards and applicable reporting requirements.
- B. The significant industrial user shall comply with the national pretreatment standard within the time provided in the federal regulations that establish such standards even if their wastewater discharge permit has not yet been modified to incorporate the new requirement or standard.
- C. The significant industrial user shall comply with any applicable requirements under Sections 204(b) and 405 of the Act and Subtitles C and D of the RCRA.

**ARTICLE 6  
WASTEWATER DISCHARGE PERMITS**

**601 WRITTEN AUTHORIZATION**

- A. Users may be required to obtain written authorization to use sewerage facilities. This written authorization may be in the form of a wastewater discharge permit or other control mechanism issued by the TCWD. No vested right shall be given or be granted by issuance of wastewater discharge permit or other control mechanism as provided for in this ordinance.
- B. When written authorization is granted, all the types of wastewater discharge permits and any other control mechanisms shall be expressly subject to all provisions of this ordinance and all other regulations, charges for use and fees established by the TCWD. The requirements contained in wastewater discharge permits or other control mechanisms are subject to enforcement under this ordinance and under state and federal law.
- C. All users that have obtained written authorization shall discharge their process wastewater only as provided for by their wastewater discharge permit or other control mechanism.
- D. Compliance with wastewater discharge permit or other control mechanism provisions does not relieve the user from complying with any other applicable federal, state or local requirement.

**602 TYPES OF WASTEWATER DISCHARGE PERMITS**

- A. The wastewater discharge permit may be in one of four (4) types and is dependent upon process, volume and pollutant characteristics of the users discharge. The four types of wastewater discharge permits are:
  - 1. Class I – Wastewater Discharge (WD) Permit
  - 2. Class II – Wastewater Discharge (WD) Permit
  - 3. Class III – Wastewater Discharge (WD) Permit
  - 4. Class IV – Special Wastewater Discharge (SWD) Permit

**603 TRANSFER PROHIBITION**

Wastewater discharge permits issued under this ordinance are for a specific user, for a specific operation at a specific location. Wastewater discharge permits shall not be transferred for an operation at a different location.

**604 CHANGE OF OWNERSHIP**

- A. Upon the sale or transfer of ownership of any business operating under a wastewater discharge permit issued by the TCWD, the user shall notify the TCWD in writing prior to the change of ownership. The successor owner shall be required to apply for a new wastewater discharge permit prior to the sale or transfer of ownership.
- B. In the event that the original owner fails to notify the TCWD of the sale or transfer of ownership than said original owner may be jointly liable for any charges incurred by the new owner.
- C. This does not relieve the new owner of any liability for non-compliance with any federal, state, or local regulations or the provisions of this ordinance.

**605 EXCESS CAPACITY REGULATORY FEE**

New users or existing users that expand operations that require substantial sewerage facility capacity may be subject to an excess capacity regulatory fee in an amount and method to be solely determined by the TCWD on a case-by-case basis.

**606 OUT OF SERVICE AREA WASTEWATER DISCHARGE PERMITS**

Wastewater discharge permits for users located outside of the TCWD's service area but tributary to the TCWD's sewerage facilities shall only be issued after approval by the TCWD. Inspection and sampling of the user's discharge to determine compliance with discharge regulations will be made under a coordinated plan developed by the TCWD, SOCWA and the local sewerage agency. The more stringent discharge regulations and effluent limitations of affected agencies shall apply to the user. The fees for use shall be determined by the TCWD and set forth in a multijurisdictional agreement.

**607 REQUIRED INFORMATION**

A. To provide for the equitable use of sewerage facilities, the TCWD shall have the right to require a user to provide all information necessary to maintain compliance with the provisions of this ordinance, including treatability studies to determine whether the wastewater would be compatible with all sewerage facilities. This information shall include, but is not limited to the following:

1. Wastewater discharge flow rates, peak flow rates and volume over any period of time.
2. Physical, chemical or bacteriological analysis of wastewater.
3. Information on raw materials, processes and products.
4. Quantity, disposition and waste manifests of specific liquids, sludge, oil, solvent or other materials.
5. Details of any pretreatment equipment.
6. Details of systems to prevent and control the loss of material through spills and slug discharges.
7. Review of all types of water bills.

**608 CONFIDENTIAL INFORMATION**

All user information and data on file shall be available to the public and governmental agencies without restriction, unless the user specifically requests and is able to demonstrate to the satisfaction of the TCWD that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the user must meet the burden necessary for withholding such information from the general public under applicable state and federal law. Any such claim must be made at the time of submittal of the information by marking "Confidential Business Information" on each page containing such information within the submittal. Information, which is demonstrated to be confidential, shall not be transmitted to any governmental agency without prior notification to the user. Information concerning wastewater quality and quantity shall not be recognized as confidential information and shall be available to the public without reservation.

**609 CLASS I - WASTEWATER DISCHARGE (WD) PERMIT**

No user requiring a Class I WD Permit shall discharge wastewater without obtaining a Class I WD Permit. A Class I user, as determined by the TCWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

**610 CLASS II - WASTEWATER DISCHARGE (WD) PERMIT**

No user requiring a Class II WD Permit shall discharge wastewater without obtaining a Class II WD Permit. A Class II user, as determined by the TCWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

**611 CLASS III - WASTEWATER DISCHARGE (WD) PERMIT**

No user requiring a Class III WD Permit shall discharge wastewater without obtaining a Class III WD Permit. A Class III user, as determined by the TCWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

**612 CLASS IV - SPECIAL WASTEWATER DISCHARGE (SWD) PERMIT**

- A. No user requiring a Class IV SWD Permit shall discharge wastewater without obtaining a Class IV Permit. A Class IV user, as determined by the TCWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a SWD Permit by filing an application and paying any applicable fees before discharging.
- B. The SWD Permit may be issued when no alternative method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- C. A user proposing to discharge diverted urban nuisance water may be issued a nuisance special wastewater discharge (NSWD) permit only after they have completed the requirements contained in the "Nuisance Flow Diversion Policy."
- D. A user proposing to discharge trucked or hauled wastes may be issued a hauled special wastewater discharge (HSWD) permit only after they have completed all requirements set forth by the TCWD on a case by case basis. All trucked or hauled waste users shall comply with the terms, conditions and limitation set forth in a HSWD Permit as determined by the TCWD to be necessary to protect sewerage facilities. A trucked or hauled waste user proposing to discharge waste into a TCWD sewerage facility may be required to obtain both a valid Orange County Health Department permit (where applicable) and a HSWD Permit prior to any discharge.

**613 NON-INDUSTRIAL WASTEWATER DISCHARGE (NIWD) FORM**

- A. At the sole discretion of the TCWD, any user that is considered to have wastewater of no concern discharging to sewerage facilities may be classified as an NIWD user and issued an NIWD form.
- B. Any user that has had a Class I, II, or III WD Permit that no longer has a discharge containing noncompatible wastes to the TCWD's sewerage facilities may be classified as an NIWD user and issued an NIWD form.
- C. The main functions of the NIWD form are to assist in maintaining the TCWD's user survey data base and to track and verify by inspection any user that is considered to have wastewater of no concern discharging to sewerage facilities.

**614 APPLICATION FOR WASTEWATER DISCHARGE PERMIT**

- A. Users required to obtain a WD Permit shall complete and file with the TCWD, prior to commencing discharge, if applicable, an application on a form prescribed by the TCWD.
- B. Users seeking a WD Permit may be required to submit, in unit and terms appropriate for evaluation, the following information:
  - 1. Name, address of the site, NAICS numbers (if applicable), and a description of the manufacturing process or service activity.
  - 2. Name, address of any and all, (whichever is applicable) principals/owners/major share holders of company; articles of incorporation; most recent report of the Secretary of State and business license.
  - 3. Flow, volume, time, duration and type of wastewater to be discharged.
  - 4. Name, address and contact information of the individual who shall serve as the CAR.

5. Name and address of property owner, landlord and/or manager of the property.
  6. Water supplier and water account numbers.
  7. Wastewater constituents and characteristics as required or deemed necessary by the TCWD, including but not limited to, those mentioned in this ordinance. These constituents and characteristics shall be determined by a laboratory of the discharger approved by the TCWD, if applicable.
  8. Number of employees and average hours of work per employee per day.
  9. Waste minimization, best management practices and water conservation practices.
  10. All production records, if applicable.
  11. Waste manifests, if applicable.
  12. Tons of cooling tower capacity, if applicable.
  13. List of other environmental control permits and EPA Hazardous Waste Generator number, if applicable.
  14. Application signed by the CAR of the user and contains the certification statement in Section 802 E.
  15. Any other information as specified.
- C. Users may be required to submit site floor, mechanical, plumbing, toxic organic management, and spill containment plans for evaluation.
- D. After evaluation of the data furnished, the TCWD may issue a WD Permit, a NIWD Form or other control mechanism subject to the terms and conditions set forth in this ordinance and as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
- E. The WD Permit application may be denied if the user fails to establish to TCWD's satisfaction that adequate pretreatment equipment is included within the user's plans to ensure that the discharge limits will be met or if the user has, in the past demonstrated an inability to comply with applicable discharge limits or has in the past demonstrated an inability to keep current with invoices for items such as WD Permit fees, non-compliance fees, civil penalties, administrative civil penalties or charges for use.

**615 APPLICATION FOR SPECIAL WASTEWATER DISCHARGE PERMIT**

- A. Users required to obtain a SWD Permit shall complete and file with the TCWD, prior to commencing discharge, if applicable, an application on a form prescribed by the TCWD.
- B. Users seeking a SWD Permit may be required to submit, in unit and terms appropriate for evaluation, the following information:
1. Name, address and a description of the wastewater to be discharged.
  2. Name, address and contact information of the individual who shall serve as the CAR.
  3. Volume, time and duration of wastewater to be discharged.
  4. Construction and plumbing plans if applicable.
  5. Detailed analysis of the alternatives for wastewater disposal if applicable.

- 6. Wastewater constituents and characteristics as required or deemed necessary by TCWD, including but not limited to, those mentioned in this ordinance. These constituents and characteristics shall be determined by a laboratory selected by the user acceptable to the TCWD.
  - 7. Any other data as specified.
- C. Users may be required to submit site, mechanical, plumbing, toxic organic management, and spill containment plans for evaluation if applicable.
  - D. After evaluation of the information furnished, TCWD may issue a SWD Permit or other control mechanism subject to the terms and conditions set forth in this ordinance and as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
  - E. In the case of diverted urban nuisance water, after evaluation of the information furnished, TCWD may issue a NSWD Permit, subject to the terms and conditions set forth in this ordinance and the “Nuisance Flow Diversion Policy” as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
  - F. The SWD Permit application may be denied if the user fails to establish to TCWD’s satisfaction that adequate pretreatment equipment is included within the user’s plans to ensure that the discharge limits will be met or if the user has, in the past demonstrated an inability to comply with applicable discharge limits or has in the past demonstrated an inability to keep current with invoices for items such as SWD Permit fees, non-compliance fees, civil penalties, administrative civil penalties or charges for use .

**616. APPLICATION FOR NON-INDUSTRIAL WASTEWATER DISCHARGE (NIWD) FORM**

- A. Users meeting the criteria for a NIWD form, may be asked to complete and file with the TCWD an application on a form prescribed by the TCWD.
- B. Information on users that meet the criteria for a NIWD form may be obtained solely by the TCWD during site inspections or by other means.
- C. After evaluation of the data furnished by the user or from information collected solely by the TCWD an NIWD form may be issued.

**617 WASTEWATER DISCHARGE PERMIT TERMS, CONDITIONS, AND LIMITATIONS**

- A. All wastewater discharge permits shall be expressly subject to all terms, conditions, and limitations of this ordinance, other regulatory agencies, Best Management Practices, charge for use, and fees established by the TCWD. The terms’ conditions, and limitations in a wastewater discharge permit are subject to enforcement by the TCWD in accordance with this ordinance, and applicable state and federal regulations. Any wastewater discharge permit violation shall be a violation of this ordinance.
- B. The terms, conditions and limitations of any issued wastewater discharge permit may be subject to modification and changes by the TCWD during the life of the wastewater discharge permit based on:
  - 1. The discharger’s current or anticipated operating data.
  - 2. The TCWD’s current or anticipated operating data.
  - 3. Changes in the requirements of regulatory agencies.
- C. Users may request a modification to the terms, conditions and limitations of an issued wastewater discharge permit. The request shall be in writing stating the requested change, and the reasons for the change. The TCWD shall review the request, make a determination and respond in writing. A request for a wastewater discharge permit modification does not relieve a user from complying with its existing wastewater discharge permit terms, conditions and limitations.

- D. Any changes to the terms, conditions, limitations in a wastewater discharge permit shall include a reasonable time schedule for compliance where allowed under applicable federal, state and local law.
- E. A wastewater discharge permit may contain any, but is not limited to, the following terms, conditions and limitations:
1. Effluent limits, including mass emission rates, concentration limits or best management practices based on applicable pretreatment standards for regulating pollutants.
  2. Discharge limits based upon the combined wastestream formula (CWF).
  3. Limits on rate and time of discharge or requirements for flow regulation and equalization.
  4. Requirements for the user to make notification in writing prior to the physical expansion or any change to any wet processes. Notification is also required in the event of changes in production if production-based limits are being applied.
  5. Requirements for the user to construct and maintain, at the user's own expense, pH control, flow monitoring and/or sampling equipment and/or structures.
  6. Requirements for submission of technical reports, discharge reports and waste manifests.
  7. Location of sampling point(s) and the requirements to self-monitor.
  8. Requirements for maintaining plant records relating to wastewater discharge and waste manifests as specified by the TCWD.
  9. Predetermined rates or values for wastewater strength characteristics.
  10. Requirements to submit copies of water bills.
  11. Other provisions which may be applicable to ensure compliance with this ordinance.
  12. Other terms, conditions and limitations determined by the TCWD to be necessary to protect sewerage facilities.
  13. Predetermined rate or value for BOD and suspended solids.
  14. Requirements for notification of bypass discharges.
  15. Requirements for notification of any new introduction of wastewater constituents or any substantial change in the volume or character of wastewater constituents.
  16. Requirements to meet compliance schedules.
  17. Requirements for the user to control slug discharges by developing and implementing a slug discharge control plan if determined by the TCWD to be necessary as described in 40 CFR 403.8(f)(1)(iii)(B)(6).
  18. Requirements for the user to control toxic organic discharges by developing and implementing a toxic organics management plan if determined by the TCWD to be necessary.

**618 WASTEWATER DISCHARGE PERMIT DURATION**

All wastewater discharge permits shall not exceed a duration of five (5) years. Any wastewater discharge permit may be issued for a shorter period of time at the sole discretion of the TCWD.

**619 WASTEWATER DISCHARGE PERMIT RENEWAL**

- A. The user may file a new application prior to the expiration date of any existing wastewater discharge permit for renewal.
- B. Discharge after the termination date of a wastewater discharge permit is prohibited except:
  - 1. If the user filed a timely application which is complete, and:
  - 2. The TCWD, through no fault of the user, does not issue a new wastewater discharge permit with an effective date on or before the expiration date of the previous wastewater discharge permit.

**620 TCWD'S RIGHT OF REVISION**

- A. The TCWD reserves the right to establish, by ordinance, or by wastewater discharge permit or by Best Management Practices, or by any other control mechanism more stringent standards or requirements on the discharge of users to sewerage facilities
- B. The terms, conditions and limitations contained in any wastewater discharge permit, Best Management Practices or other control mechanism may be modified by TCWD at any time. This modification shall be by written notification to the user.

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## **PRETREATMENT EQUIPMENT REQUIREMENTS**

### **701 PRETREATMENT**

- A. All pretreatment equipment or devices may be reviewed by the TCWD. Such review shall not absolve the user of any responsibility of meeting prohibitions, limitations, requirements, standards and local limits on discharges.
- B. User shall provide wastewater treatment as necessary which may include, but is not limited to, the use of best available technology (BAT) or best practicable technology (BPT) concepts to comply with this ordinance and shall achieve compliance with all prohibitions, limitations, standards and local limits before discharging to any sewerage facility. Any equipment required to pretreat, sample, control or transport wastewater shall be provided and maintained in proper operating condition at all times at the user's sole expense.
- C. User may be required to submit waste analysis plans, contingency plans, and meet other requirements to ensure proper operation of pretreatment equipment and compliance with their wastewater discharge permit limits and this ordinance.
- D. No user shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with this ordinance a wastewater discharge permit or other control mechanism.

### **702 SPILL CONTAINMENT**

- A. Each user shall provide spill containment for protection against the discharge of prohibited materials or other wastes regulated by this ordinance. This protection shall be designed in accordance with reasonable engineering standards to secure the discharges and to prevent them from entering into a sewerage facility. This equipment shall be provided and maintained at the user's sole expense.
- B. If it can be shown that a user's spill containment equipment did not prevent a discharge which caused the TCWD to violate its requirements, incur additional operational expenses, or suffer loss or damage to sewerage facilities, that user shall be responsible for any costs or expenses, including assessment by other agencies or any costs incurred by the TCWD.
- C. A notice may be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a prohibited discharge. Employers shall ensure that all employees who may cause or suffer such a prohibited discharge to occur are advised of the emergency notification procedure.

### **703 MONITORING AND METERING EQUIPMENT**

- A. The user may be required to construct and maintain in proper operating condition at the user's sole expense, flow and/or constituent monitoring and/or sampling equipment.
- B. Any sample taken from a user's sample point shall be considered to be representative of the discharge to sewerage facilities.
- C. Monitoring or metering equipment may be required to include a security enclosure that can be locked with a TCWD provided lock during any sampling and monitoring periods.
- D. Location of the monitoring or metering equipment shall be subject to approval by the TCWD.
- E. The TCWD shall be provided clear and uninterrupted access to monitoring or metering locations.

- F. When one or more users discharge into a sewerage facility, those users may be required to install a separate monitoring location for each user. Also in the judgment of the TCWD, if there is a significant difference in wastewater constituents and characteristics produced by different operations of a single user, that user may be

required to install separate monitoring locations for each operation. Separate monitoring may also be required for different processes subject to categorical pretreatment standards.

- G. Users with the potential to discharge flammable solutions may be required to install and maintain at their sole expense a combustible gas detection meter.
- H. All wastewater samples shall be representative of the user's discharge. Wastewater monitoring and flow measurement equipment shall be operated, kept clean, and maintained in good working order at all times. Failure by the user to keep its monitoring equipment in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

#### **704 DRAWING SUBMITTALS**

- A. Detailed plans of any proposed construction of pretreatment, spill containment, monitoring and metering equipment and operating procedures shall be submitted for review by the due date contained within a written request from the TCWD.. The review of the plans and procedures shall in no way relieve the user of the responsibility of modifying the equipment or procedures in the future as necessary to meet the requirements of this ordinance or any other requirement of other regulatory agencies.
- B. All drawings shall include:
  - 1. North arrow.
  - 2. Scale size.
  - 3. User name and address.
  - 4. Date drawn or revised.
  - 5. Location of proposed pretreatment, spill containment, monitoring and metering equipment.
- C. The TCWD may require drawings to scale depicting the manufacturing process (waste generating source), spill containment, pretreatment, and/or monitoring or metering equipment.
- D. The TCWD may require a schematic drawing of the pretreatment, spill containment, monitoring and metering equipment.
- E. The TCWD may require the drawings be prepared by a California registered chemical, mechanical, or civil engineer.

#### **705 WASTE MINIMIZATION, RECYCLING, AND TREATMENT**

- A. User shall provide waste minimization plans to conserve water, investigate product and/or materials substitution, maintain inventory control records and implement employee education, and other steps as necessary to minimize waste produced by the due date contained within a written request from the TCWD.
- B. Waste minimization, recycling and treatment shall be demonstrated wherever feasible in the following priority:
  - 1. Source reduction which includes, but is not limited to, substitution of less hazardous materials, spill prevention and control measures, proper storage and handling of chemicals and raw materials.
  - 2. Recovery and reuse which includes, but is not limited to, substitution of less hazardous materials, spill prevention and control measures, proper storage and handling of chemicals and raw materials.
  - 3. Treatment that includes, but is not limited to, pretreatment techniques as to render hazardous wastes harmless or suitable for disposal to sewerage facilities.

## **801 INSPECTION AND MONITORING**

- A. The TCWD may inspect and sample the wastewater generating and disposal equipment of any user's site to ascertain whether the requirements of this ordinance are being met and the user is complying with all requirements.
- B. Where a user has instituted security measures requiring proper identification and clearance before entry onto the premises, the user shall make all necessary arrangements with its security in order that the inspectors of the TCWD shall be allowed to enter the premises without delay for the purpose of performing their authorized duties.
- C. The TCWD shall have the right to set up on the user's property or any other locations, as determined by the TCWD, such devices as are necessary to conduct sampling or metering operations of the user's discharge to sewerage facilities.
- D. In order for the TCWD to determine the wastewater characteristics of a discharge for compliance with this ordinance, wastewater discharge permit, or other control mechanism requirements, the user may be required to make available for inspection and copying all records including, but not limited to, production records, required self-monitoring and chain of custody records, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, documents associated with Best Management Practices and waste manifests without restriction, but subject to the confidential provisions set forth in this ordinance. All records shall be maintained by users for a minimum of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user, or where the user has been notified by written request from the TCWD. Such records shall be made available to the TCWD upon request.
- E. Any temporary or permanent obstruction to safe and easy access to the user's site to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the TCWD and shall not be replaced. The costs of cleaning such access shall be at the sole expense of the user.
- F. Inspection and/or sampling of any user's site shall be conducted at any time, by any means, in any amount, at any location, on any limit, requirement or pollutant in a manner and frequency as determined at the sole discretion of the TCWD.

## **802 SELF-MONITORING AND REPORTING**

- A. Self-monitoring of wastewater pollutants, constituents and characteristics of the user needed for determining compliance with any limitations and requirements as specified in the user's wastewater discharge permit, federal regulations, or this ordinance may be required. The self-monitoring requirement, frequency, forms and reporting shall be set forth in the user's wastewater discharge permit or other control mechanism. These reports may include, but are not limited to, the following:
  - 1. Baseline monitoring reports (BMR's).
  - 2. Compliance schedule progress reports.
  - 3. 90-day compliance reports.
  - 4. Self-monitoring reports contained monitoring and analysis to demonstrate continued compliance as described in 40 CFR 403.12(g)(1-6).
  - 5. Other reports as required by the TCWD, other regulatory agencies or applicable law.

- B. Failure by the user to perform any self-monitoring or reporting required by the TCWD shall be a violation of this ordinance, and is deemed to be a violation for each parameter and each day in the time period for which monitoring was required, and cause for the TCWD to initiate all necessary tasks and analysis to determine the

wastewater pollutants, constituents and characteristics for any limitations and requirements specified in the user's wastewater discharge permit or in this ordinance. The user shall be responsible for any and all expenses incurred by the TCWD in undertaking such monitoring analysis and preparation of reports.

- C. All users required to sample and analyze their wastewater shall use the sampling methods and the sampling locations as set forth in their wastewater discharge permit. For each sample collected and analyzed, the user shall maintain a record of:
  - 1. Date, exact place, method and time of sampling and the name of the person taking the sample.
  - 2. Date analysis performed.
  - 3. Identity and address of the person who performed the analysis.
  - 4. The analytical methods used.
  - 5. Results of the analysis.
- D. Samples taken shall be representative of conditions occurring during the reporting period. Users shall submit all monitoring data, even if user samples more frequently than required by its wastewater discharge permit. User is required to provide advance notice of any substantial change in the volume or character of pollutants in their discharge.
- E. When required, all submitted applications and user reports shall be signed by the CAR as defined in this ordinance. Each application and any required user report shall contain the following certification:

"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."

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

User Name: \_\_\_\_\_

User Site  
Address: \_\_\_\_\_

User Mailing  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Permit No: \_\_\_\_\_

- F. Self-monitoring reports shall be subject to the provisions of 18 U.S.C. Section 1001 relating to false statements and fraud and the provisions of Section 309(c)(2) of the Act governing false statements.
- G. The analysis of a user's wastewater pollutants, constituents and characteristics shall be done by a laboratory

approved by the TCWD.

- H. If self-monitoring indicates a violation, the user shall notify the TCWD within 24 hours of becoming aware of the violation. The user shall repeat the sampling and analysis and submit the results of the repeat analysis to the TCWD within 30 days after becoming aware of the violation. Resampling by the user is not required if the TCWD performs the sampling at the user's site at least once a month, or if the TCWD performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the TCWD receives the results of the sampling, or if the TCWD has performed the sampling and analysis in lieu of the user.
- I. The analysis of wastewater pollutants, constituents and characteristics and the preparation of the self-monitoring report shall be done at the sole expense of the user.
- J. The user shall establish and maintain a sample point on each discharge line at a location representative of the discharge to sewerage facilities. The maintenance of any sample point equipment shall be done at the sole expense of the user. Any sampling location shall be set forth in the user's wastewater discharge permit.
- K. Any user subject to the reporting requirements of this ordinance shall retain all records of monitoring activities and results for a minimum of three (3) years and shall make them available to the TCWD upon request. The TCWD may require a longer period of retention if litigation is being considered or has resulted.
- L. Any user subject to self-monitoring reporting requirements may be required to submit self-monitoring reports on forms approved by the TCWD.
- M. Any user determined to be a non-significant categorical industrial user (NSCIU) by the TCWD pursuant to Section 202.B.87.c. and 808.B shall annually submit the following certification statement signed by the CAR as defined in this ordinance. This certification shall accompany an alternative report required by SOCWA:

"Based on my inquiry of the person or persons directly responsible for managing compliance with categorical pretreatment standards under 40 CFR \_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from January 1, \_\_\_\_ to December 31, \_\_\_\_:

(a) The facility described as \_\_\_\_\_ met the definition of non-significant categorical industrial user as described in Section 202.B.87.c.;

(b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

This compliance certification is based on the following information.

\_\_\_\_\_  
\_\_\_\_\_

**803 REPORT OF SPILL, SLUG DISCHARGE, BATCH DUMPING, OR UPSET**

- A. In the event the user is unable to comply with any of the wastewater discharge permit conditions due to a breakdown of equipment, accidents caused by human error, or intentional action by any party, or acts of God, or any other cause, the discharger shall notify the TCWD as soon as possible of any spill, slug discharge, batch

dumping or upset.

- B. Confirmation of this notification shall be made in writing within five (5) working days of the original notification unless waived by the TCWD. The written notification shall contain:
1. Date of the incident.
  2. Reason for the spill, slug discharge, batch dumping or upset.
  3. The steps that were taken to immediately correct the problem.
  4. The steps that are being taken to prevent the problem from recurring.
  5. Any other information the TCWD deems relevant.
- C. Such notification shall not relieve the user of any expense, loss, damage, liability or fees which may be incurred as a result of damage or loss to sewerage facilities or any damage or loss to persons or property. Such notification shall never relieve the user from any fees or liability that may be imposed by this ordinance, other regulatory agencies or other applicable law.
- D. Significant industrial users shall notify the TCWD immediately of any changes at its site affecting the potential for a spill, slug discharge, batch dumping or upset.

#### **804 REPORTING OF BY-PASS**

- A. By-pass of industrial wastewater through the pretreatment equipment to sewerage facilities is prohibited. Enforcement action may be taken against the user, unless:
1. By-pass was unavoidable to prevent loss of life, personal injury, or severe property damage, and
  2. There were no feasible alternatives to the by-pass, such as the use of auxiliary treatment equipment, 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 by-pass which occurred during normal periods of equipment downtime or preventative maintenance, and
  3. The user submitted notice as required by this ordinance, or;
  4. The bypass did not exceed user discharge limits and was required for essential maintenance.
- B. If a user knows in advance of the need for a by-pass, it shall submit prior notice to the TCWD at least ten (10) days before the date of the by-pass.
- C. The TCWD may approve an anticipated by-pass after considering its adverse effects, if the TCWD determines that it will meet the conditions listed within this section.
- D. A user shall submit notice of an unanticipated by-pass that exceeds their wastewater discharge permit limitation to the TCWD within 24 hours from the time the user becomes aware of the by-pass. A written report shall also be provided within five (5) working days of the time the permittee becomes aware of the by-pass. The report shall contain:
1. Description of the by-pass and its cause.
  2. Duration of the by-pass, including exact dates and times.
  3. Anticipated time it is expected to continue if the by-pass has not been corrected.
  4. Steps taken or planned to reduce, eliminate, and prevent recurrence of the by-pass.

- E. Failure to submit notice and/or written report may be grounds for wastewater discharge permit suspension or revocation. Failure to provide timely notice under Section 804 D. is deemed a waiver of the bypass defense for the user violation.
- F. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to sewerage facilities or any other damage or loss to person or property. Such notification shall never relieve the user from any fees or liability that may be imposed by this ordinance or other applicable law.

**805 BASELINE MONITORING REPORTS (40 CFR 403.12(b))**

- A. Within either one hundred eighty (180) days after the effective date of a categorical standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, an existing categorical industrial user currently discharging to or scheduled to discharge shall submit to the TCWD a report containing the information listed below. At least ninety (90) days prior to commencement of discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard shall submit to the TCWD a report containing the information listed below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. The baseline monitoring report shall include, but is not limited to, the following:
  - 1. Identifying information. The name and address of the site, including the name of the operator and owner.
  - 2. Permits. A list of any environmental control permits held by or for the site.
  - 3. Description of Operations. A brief description of the nature, average rate of production, and standard industrial classification of the operation(s) carried out by such industrial user. This description should include a schematic process diagram, which indicates points of discharge to sewerage facilities from the regulated processes.
  - 4. Flow Measurements. Information showing the measured average daily and maximum daily flow, in gpd, to sewerage facilities from regulated process streams and other streams as necessary.
  - 5. Measurement of Pollutants. The categorical pretreatment standards applicable to each regulated process and the results and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the TCWD, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass where required, shall be reported. The sample shall be representative of daily operations. In cases where the standards requires compliance with a BMP or pollution prevention alternative, the industrial user shall submit documentation as required by the TCWD or the applicable standards to determine compliance with the standard.
  - 6. Certification. A statement, reviewed by the user's CAR and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
  - 7. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be latter than compliance date established for the applicable pretreatment standard.
  - 8. Signature and certification. All monitoring reports shall be signed and certified in accordance with Section 802 E. of this ordinance.

**806 REPORT ON PROGRESS IN MEETING COMPLIANCE SCHEDULES(40 CFR 403.12(c))**

- A. All Class I users required to submit compliance schedules shall report their progress no later than fourteen (14) days after each due date contained in their compliance schedule.
- B. The schedule shall contain increments of progress in the form of dates for the commencement and completion

of major events leading to the construction and operation of additional pretreatment required for the user to comply with the applicable pretreatment standards.

- C. No increment referred to above shall exceed nine (9) months.
- D. In no event shall more than nine (9) months elapse between progress reports to the TCWD.

**807. REPORT ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARDS DEADLINE (40 CFR 403.12(d))**

- A. Within ninety (90) days following the date for final compliance with the applicable categorical standards or within ninety (90) days of the introduction of wastewater into sewerage facilities, the affected user shall submit a report containing the information listed below. This report shall include, but is not limited to the following:
  - 1. Flow Measurements. Information showing the measured average daily and maximum daily flow, in gpd, to sewerage facilities from regulated process streams and other streams.
  - 2. Measurement of Pollutants. The categorical pretreatment standards applicable to each regulated process and the results and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the TCWD, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass where required, shall be reported. The sample shall be representative of daily operations.
  - 3. Certification. A statement, reviewed by the user's CAR and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
  - 4. Signature and certification. All monitoring reports shall be signed and certified in accordance with Section 802 E. of this ordinance.

**808. PERIODIC COMPLIANCE REPORT**

- A. All Class I users subject to federal pretreatment standards (except a non-significant categorical user) as a minimum shall submit reports containing the information required in 40 CFR 403.12 during the months of June and December, or as required in their wastewater discharge permit or other control mechanism.
- B. A Class I user determined to be a non-significant categorical industrial user by the SMWD pursuant to Section 202.B.867.c. shall annually submit a report containing information as required in their wastewater discharge permit or other control mechanism.
- C. All users may be required to submit periodic compliance reports containing information as required in their wastewater discharge permit, other control mechanism or as required by the TCWD.

**809 RIGHT OF ENTRY**

TCWD shall have the right to enter the premises of any user to determine whether the user is complying with the requirements of this ordinance and any individual wastewater discharge permit, other control mechanism or order issued hereunder. Users shall allow the TCWD ready access to all parts of the premises for the purpose of inspection, sampling, records examination and copying, and the performance of any other duties.

**810 ANALYTICAL REQUIREMENTS**

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 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 analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the TCWD or other parties approved by the EPA.

**811 SAMPLE COLLECTION**

- A. Samples collected by the user to satisfy reporting requirements contained in this ordinance, their wastewater discharge permit or other control mechanism shall be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- B. Except as indicated in Section 811.C. and 811.D. below, the user shall collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by TCWD. Where time-proportional composite sampling or grab sampling is authorized by the TCWD, the samples shall be representative of the discharge. Using protocols specified in 40 CFR 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 and 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 TCWD, as appropriate. In addition, grab samples may be required at any time to show compliance with instantaneous discharge limits.
- C. Samples for analysis of oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds shall be obtained using grab sample collection techniques.
- D. For sampling required in support of baseline monitoring and 90-day compliance reports required by this ordinance and 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for users for which historical sampling data do not exist; for users for which historical sampling data are available, The TCWD may authorize a lower minimum. For reports required by this ordinance and 40 CFR 403.12(e) and (h), the user shall collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

**812**    **TIMING**

Reports shall be deemed to have been submitted on the date postmarked. For reports that are not mailed or delivered with postage prepaid, the date of receipt of the report shall govern.

**813**    **NOTIFICATION OF CHANGED DISCHARGE**

All users that have been issued a wastewater discharge permit shall notify the TCWD in advance of any substantial change in the volume or character of pollutants in their discharge in accordance with 40 CFR 403.12(j)

**814.**    **NOTIFICATION OF THE DISCHARGE OF HAZADOUS WASTE (40 CFR 403.12(p)(1))**

- A. The industrial user shall notify the TCWD, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into sewerage facilities of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. 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). If the industrial user discharges more than one hundred (100) kilograms of such waste per calendar month to sewerage facilities, the notification shall also contain the following information to the extent such information is known and readily available to the industrial user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after a discharge to sewerage facilities commences. Any notification under this section need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under Section 813 of this ordinance and as listed in 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of Sections 805, 807 and 808 of this ordinance and as listed in 40 CFR 403.12(b), (d), and (e).
- B. Dischargers are exempt from the requirements of Section 814. A., above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the TCWD, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This section does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

## ENFORCEMENT

### 901 ENFORCEMENT SCOPE

- A. The TCWD finds that in order for it to comply with the laws, regulations, and rules imposed upon it by regulatory agencies and to ensure that sewerage facilities and treatment processes are protected and are able to operate with the highest efficiency, specific enforcement provisions must be adopted to regulate discharges from industrial users.
- B. The TCWD is willing to cooperate with all users on improvements in wastewater quality, yet must be in a position to ensure that uncooperative users shall comply with this ordinance and any conditions set forth in a wastewater discharge permit.
- C. The TCWD intends to ensure that all interested parties are afforded due process of law and that any noncompliance or violation is resolved as soon as possible. . Enforcement shall be guided by the ERP, adopted by TCWD/SOCWA as Resolution No. 2009-02.
- D. All users have a right of appeal pursuant to the procedures set forth in this ordinance.
- E. Each non-compliance or violation per day and each day of noncompliance or violation shall be taken as a separate noncompliance or violation for determining the amount of fees, charges, fines or penalties and/or which enforcement actions may be taken. A violation of a weekly average is considered seven (7) days of violation for that parameter and a violation of a monthly average is based upon the number of days in that month. A violation of multiple parameters caused by a single operational upset is considered one violation.
- F. The issuance or exercise of any type of an enforcement action provided for under this ordinance shall not be a bar against, or a prerequisite for, taking any other or additional enforcement action against a user under this ordinance or any other local, state or federal law. The remedies provided for in this ordinance are not exclusive and the TCWD is empowered to take more than one enforcement action against any noncompliant user.

### 902 NOTICE OF NONCOMPLIANCE (NON)

- A. In the event that it is determined that a user is in noncompliance with any provision of this ordinance, or the terms, conditions and limitations of its wastewater discharge permit, the TCWD may issue a NON form, whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.
- B. The issuance of a NON form may contain terms and conditions including, but not limited to, installation of pretreatment equipment, sampling structures, submittal of drawings or technical reports, payment of fees or administrative fines, limits on rate and time of discharge or any other provisions to ensure compliance with this ordinance and the user's wastewater discharge permit. This action is not a prerequisite to taking other or more severe enforcement actions.

### 903 NOTICE OF VIOLATION (NOV)

- A. In the event that it is determined that a user has not responded to a NON form that was previously issued to them or that noncompliance of any pretreatment standards requires their immediate attention, the TCWD may issue a NOV form, whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.
- B. The issuance of a NOV form may contain terms and conditions including, but not limited to, installation of pretreatment equipment and facilities, submittal of drawings or technical reports, payment of fees, administrative fines, limits on rate and time of discharge or any other provisions to ensure compliance with this ordinance. This action is not a prerequisite to taking other or more severe enforcement action.

### 904 ADMINISTRATIVE ORDER (AO)

- A. The AO is an enforcement document from the TCWD directing the noncompliant user to undertake or to cease specific activities required to bring the user into compliance with this ordinance or the terms, conditions and limitation of a wastewater discharge permit as determined by the TCWD. The terms and conditions of the AO are not negotiable by the user. The circumstances of a user's noncompliance may dictate which theme the administrative order will takes to achieve the earliest possible return to compliance by the user. AOs may include administrative complaints. Types of AOs may include, but are not limited to, the following:
1. Probation Order (PO)
    - a. The PO directs the noncompliant user to achieve compliance by a date specified in the order. The PO is usually issued when a user is in non-compliance of this ordinance, or the terms, conditions and limitations of its wastewater discharge permit or other enforcement action, or has not made payment of all amounts owed to the TCWD which include, but are not limited to, any fees, charges, fines and/or penalties. This action is not a prerequisite t taking other or more severe enforcement actions.
  2. Show Cause Order (SCO)
    - a. The SCO directs the noncompliant user to appear at a formal meeting, usually at a TCWD location, to explain its noncompliance, and to show cause why more severe enforcement actions against the user should not go forward. This action is not a prerequisite to taking other or more severe enforcement actions.
  3. Cease and Desist Order (CDO)
    - a. The CDO directs the noncompliant user to cease illegal or unauthorized discharges immediately, or to terminate its discharge altogether. A CDO may be issued in situations where a particular discharge could cause interference or pass through, or threaten human safety or the environment. The CDO may be issued immediately upon discovery of the problem. In an emergency, a CDO may be issued by any means, however, such an order should be followed by a written CDO on the user. If necessary, the TCWD may order immediate cessation of any discharge to a sewerage facility, regardless of the user's compliance status. If a user fails to comply with the CDO, the TCWD may take any independent action to halt the discharge. This action is not a prerequisite to taking other or more severe enforcement actions.

## **905 WASTEWATER DISCHARGE PERMIT SUSPENSION OR REVOCATION**

- A. Grounds
1. The TCWD may suspend or revoke any wastewater discharge permit, but is not limited to the following, when it as determined that a user:
    - a. Violated an administrative order.
    - b. Provided a false statement, representation, record, report or other document to the TCWD.
    - c. Refused to provide records, reports, plans or other documents required to determine wastewater discharge permit terms, conditions, or limitations, discharge compliance, or compliance with this ordinance.
    - d. Discharged effluent that causes pass-through or interference with sewerage facilities.
    - e. Falsified, tampered with, or knowingly rendered inaccurate any monitoring device or sample collection method.
    - f. Discharged effluent that endangers human health or the environment.
    - g. Failed to report significant changes in operations or wastewater constituents and characteristics.
    - h. Failed to comply with the terms and conditions of any enforcement action.
    - i. Refused reasonable access to the permittee's premises for the purpose of inspection and monitoring.

- j. Failed to make timely payment of any fees, charges, fines or penalties owed to the TCWD.
- k. Violated any conditions or limitations of its wastewater discharge permit or any provision of this ordinance.
- l. Discharged batch dumps to sewerage facilities not authorized or permitted by the TCWD.

B. Notice of Wastewater Discharge Permit Suspension/Revocation

- 1. When the TCWD has reason to believe that grounds exist for suspension/revocation of a wastewater discharge permit, written notice shall be given by certified mail to the user setting forth a statement of facts and grounds deemed to exist together with a description of the time and place where the charge shall be heard by the General Manager. The hearing date shall not be less than fifteen (15) days nor more than sixty (60) days after the mailing of such notice.

C. Hearing on Permit Suspension/Revocation

- 1. At the wastewater discharge permit suspension/revocation hearing, the user shall have an opportunity to respond to the allegations set forth in the notice. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the TCWD's General Counsel.
- 2. After the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation.
- 3. Upon receipt of the written report, the General Manager shall make his determination. Should he find that the grounds exist for suspension/ revocation of the wastewater discharge permit, he shall issue his decision and order, in writing within thirty (30) days after the hearing by his designee. A copy of the written decision shall be sent by personal delivery or certified mail to the user.

D. Effect of Wastewater Discharge Permit Suspension

- 1. Upon the issuance of an order of suspension by the General Manager, the user shall have no right to discharge any industrial wastewater, directly or indirectly to sewerage facilities for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the user.
- 2. An order of wastewater discharge permit suspension issued by the General Manager shall be deemed final upon delivery to the user, unless appealed to the Board as specified in Section 913 of this ordinance.

E. Effect of Wastewater Discharge Permit Revocation

- 1. On the effective date of a wastewater discharge permit revocation being final, the user shall permanently lose all rights to discharge any industrial wastewater directly or indirectly to sewerage facilities. All costs for physical termination shall be paid by the user.
- 2. Each owner and employee of the user shall be bound by the order of wastewater discharge permit revocation.
- 3. Any future application from any user subject to an order of wastewater discharge permit revocation will only be considered by the TCWD after fully reviewing the records of revocation. Such records may be the basis for denial of a new wastewater discharge permit.
- 3. An order of wastewater discharge permit revocation issued by the General Manager shall be deemed final upon delivery to the user, unless appealed to the Board as specified in Section 913 of this ordinance.

**906 TERMINATION OF SERVICE**

The TCWD may physically terminate water or sewer service to any user that violates or continues to violate the provisions of this ordinance, a term of any order of suspension or revocation of a wastewater discharge permit or other control mechanism. All costs for physical termination shall be paid for by the user as well as all costs for reinstating services. Service may commence only after the user has satisfactorily demonstrated its ability to comply.

**907 EMERGENCY SUSPENSION**

- A. The TCWD may suspend water or sewer service when such suspension is necessary, in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, to the environment, cause interference to sewerage facilities, or cause the TCWD to violate any state or federal law or regulation.
- B. An emergency suspension order is final and has no right of appeal.

**908 INJUNCTION**

Whenever a discharge of wastewater is in violation of the provisions of this ordinance, the TCWD may petition the superior court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate to restrain the continuance of such discharge.

**909 CIVIL FINES AND PENALTIES**

- A. Authority.
  - 1. All users of sewerage facilities are subject to administrative or judicial enforcement actions by the TCWD, EPA, Regional Water Quality Control Board or the District Attorney of Orange County. Actions may be taken pursuant to the authority and provisions of several laws, including but not limited to:
    - a. Federal Water Pollution Control Act (Clean Water Act).
    - b. California Porter-Cologne Water Quality Act (California Water Code).
    - c. California Hazardous Waste Control Law.
    - d. Resource Conservation and Recovery Act (RCRA).
- B. Recovery of Fines or Penalties.
  - 1. Payment of fines or penalties by the TCWD due to enforcement actions of other regulatory agencies based upon a violation by the TCWD whose cause can be established as the discharge of any user which is in violation of any provisions of this ordinance or a wastewater discharge permit shall entitle the TCWD to recover from the user all cost and expenses, including, but not limited to the full amount of fines and penalties which the TCWD has been subjected to.
  - 2. Each violation shall constitute a new and separate violation and shall be subject to the fines and penalties contained herein.
- C. Civil Liability
  - 1. Pursuant to the authority of California Government Code Sections 54739-54740, any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit condition, prohibition or effluent limitation, or any order, compliance schedule, suspension or revocation shall be civilly liable for a sum not to exceed twenty-five thousand dollars (\$25,000) per violation for each day in which such violation occurs.

2. Pursuant to the authority of Act. 33 U.S.C. Section 1251 st seq., any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit condition, prohibition or effluent limitation, or any order, compliance schedule, wastewater discharge permit suspension or revocation shall be civilly liable for a sum not to exceed twenty-five thousand dollars (\$25,000) per violation for each day in which such violation occurs.
3. The TCWD may petition the superior court to impose, assess and recover penalties or other such penalties as the TCWD may impose, assess and recover pursuant to federal and/or state legislative authorization.
4. Notwithstanding any other provisions of law, all civil penalties imposed by the court for a violation of this ordinance shall be distributed to the TCWD.
5. Remedies under this section are in addition to and do not supersede or limit any and all other remedies, civil or criminal, but no liability shall be recovered under this section for any violation for which liability is recovered under Section 909 D. of this ordinance.

D. Administrative Complaint

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the TCWD may issue an administrative complaint to any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit condition, prohibition or effluent limitation, or any administrative, suspension or revocation order or other control mechanism.
2. The administrative complaint shall be served by personal delivery or certified mail on such person and shall inform the person that a hearing shall be conducted, within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation(s), set forth the provisions of law authorizing civil liability to be imposed and the proposed civil penalty. The matter shall be heard by the General Manager or his designee. The person to whom an administrative complaint has been issued may waive the right to a hearing, in which case a hearing shall not be conducted.
3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence. The hearing shall be conducted in accordance with the procedures established by the General Manager and approved by the TCWD's General Counsel.
4. After the conclusion of the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of the facts found to be true, a determination of the issues presented, conclusions and a recommendation. Upon receipt of the written report, the General Manager shall make his determination and should he find that grounds exist for assessment of a civil penalty, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing. If not appealed, the order shall be final thirty-one (31) days after it is served on the person.
5. A person dissatisfied with the decision of the General Manager may appeal to the Board pursuant to Section 913 of this ordinance within thirty (30) days of notice of the General Manager's decision.
6. If, after the hearing or appeal, if any, it is found that the person has violated reporting or discharge requirements or other provisions of the this ordinance, the General Manager or Board may assess a civil penalty against that person.
7. In the determination of the amount of the civil penalty, all relevant circumstances may be taken into consideration, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violations, the length of time over which the violation occurs and the corrective action(s), if any, attempted or taken by the person.
8. Civil penalties may be assessed as follows:
  - a. In an amount which shall not exceed two thousand dollars (\$2,000) for each day for failing or refusing to furnish technical or monitoring reports.
  - b. In an amount which shall not exceed three thousand (\$3,000) for each day for failing or refusing to timely comply with any compliance schedule

- c. In an amount which shall not exceed five thousand dollars (\$5,000) per violation for each day for discharges in violation of any waste discharge limitation, wastewater discharge permit condition, or requirement issued, reissued or adopted by the TCWD.
  - d. In an amount which does not exceed ten dollars (\$10) per gallon for discharges in violation of any suspensions, cease and desist order or other orders, or prohibition issued, reissued or adopted by the TCWD.
9. Payment of civil penalties shall be due within thirty (30) days of the date of the order assessing the penalties becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days from the date they are due shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the penalty originated. The lien shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten (10) years and be renewable in accordance with law.
  10. Copies of the administrative order shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy of the order.
  11. Any party aggrieved by a final order issued by the Board after granting review of the order of the General Manager may obtain review of the order of the Board in the Superior Court, by filing in the court a petition for writ or mandate within thirty (30) days following the service of a copy of the decision and order issued by the Board.
  12. Any party aggrieved by a final order issued by the General Manager, for which the Board denies review, may obtain review of the order of the General Manager in the Superior Court, by filing in the court a petition for writ of mandate within thirty (30) days following service of a copy of a decision and order denying review by the Board.
  13. No administrative civil penalties shall be recoverable under this section for any violation for which civil liability is recovered under Section 909 C. of this ordinance.

**910 CRIMINAL PENALTIES**

- A. Any person who violates any provision of this ordinance is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days or both.
- B. Each violation shall constitute a new and separate violation and shall be subject to the penalties contained herein.

**911 PUBLIC NUISANCE**

- A. Discharge of wastewater in a manner that is in noncompliance or violation of this ordinance or of any order issued by the TCWD, in accordance with this ordinance, shall hereby be declared a public nuisance and shall be corrected or abated as directed by the TCWD.
- B. Any person creating a public nuisance is guilty of a misdemeanor and is subject to the criminal penalties identified in Section 910 of this ordinance.

**912 APPEALS TO THE GENERAL MANAGER**

- A. General
  1. Any user affected by a decision, action or determination made by TCWD staff may file with the General Manager a written request for an appeal hearing.
  2. Request must be made within fifteen (15) days of the mailing of the original decision.

3. Request for hearing shall set forth details of all facts supporting the appellant's request for hearing.

B. Notice

1. The General Manager shall, within fifteen (15) days of receiving the request for appeal provide written notice to the user of the hearing date, time, and place.
2. The hearing time shall not be more than thirty (30) days from the mailing of such notice by certified mail to the appellant unless a later date is agreed to by the appellant.
3. If the hearing is not held within the time set due to actions of the appellant, then the TCWD's decision shall be deemed final.

C. Hearing

1. The appellate shall have the opportunity to present information supporting its position concerning the TCWD's original decision, action or determination.
2. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the TCWD's General Counsel.

D. Written Determination

1. After the hearing the General Manager shall make a determination whether to uphold, modify or reverse original decision, action or determination as issued by TCWD staff.
2. This decision shall be put into writing within a brief statement of facts found to be true, the determination of the issues presented, and the findings.
3. The final determination of the General Manager upon his approval shall be executed as the order.
4. A copy shall be mailed or delivered to the appellant.
5. The order of the General Manager shall be final in all respects fifteen (15) days after it is mailed to the appellant, unless appealed under Section 913 of this ordinance.

E. Wastewater Discharge Permit Suspension/Revocation Appeals

1. Appeals regarding wastewater discharge permit suspension or revocation are covered under Section 905 and Section 913 as specified in this ordinance.

**913 APPEALS TO THE BOARD**

A. General

1. The user may, within thirty (30) days after the date of notification of the General Manager's order upholding the TCWD's determination, file a written appeal to the Board.
2. A fee of one hundred dollars (\$100) shall accompany the written appeal which shall be refunded if the Board of Directors reverses or modifies the order of the General Manager.
3. A request for appeal to the Board shall set forth details of the past record and that new arguments cannot be raised on appeal to the Board that could have been, but were not, raised in the prior appeal to the General Manager.
4. Pending the hearing on appeal, the user shall not be entitled to discharge into sewerage facilities beyond the effective date of the original order determined by the General Manager, unless it has been determined by the General Manager that the user is pursuing good faith arguments and approves such discharge.

B. Notice

1. The Board Secretary, within fifteen (15) days of receiving the request for appeal, will provide written notice to

the user of the hearing date, time and place.

2. The hearing date shall not be more than forty-five (45) days from the mailing of such notice by certified mail to the appellate unless a later date is agreed to by the appellant.
3. If the hearing is not held within the time set due to action of the appellant, the General Manager's decision shall be deemed final.

C. Hearing

1. The appellant shall have the opportunity to present information supporting its position concerning the General Manager's determination.
2. The hearing shall be conducted in accordance with procedures established by the Board and approved by the TCWD's General Counsel.

D. Written Determination

1. After the hearing, the Board shall make a determination whether to uphold, modify or reverse the original decision, action or determination as ordered by the General Manager.
2. The decision of the Board shall be reduced to writing within thirty (30) days after the hearing.
3. It shall contain a brief statement of facts found to be true, the determination of the issues presented, and the findings. The decision shall be submitted to the appellant.
4. The order of the Board shall be final upon its adoption.

**914 JUDICIAL REVIEW**

A. Purpose and Effect

1. Pursuant to Section 1094.6 of the California Code of Civil Procedure, the time in which a user may bring an administrative mandamus action shall be limited to ninety (90) days following the final decision in the adjudicative administrative hearing in question.

B. Time Limit for Judicial Review

1. Judicial review of any decision of the TCWD's Board may be made pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate is filed no later than ninety (90) day following the date on which any decision becomes final.

C. Preparation of Records

1. The complete record of the proceedings shall be prepared by the TCWD and shall be delivered or mailed to the petitioner within one hundred-ninety (190) days after they have filed a written request.
2. The TCWD shall recover from the petitioner its actual costs for preparing and transcribing the record.

D. Extension

1. If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition may be filed, pursuant to Section 1094.5 of the California Code of Civil Procedures, shall be extended to no later than thirty (30) days following the date on which the record is delivered or mailed, by the TCWD, to the petitioner or the petitioner's attorney of record, if appropriate.

E. Notice

1. In making a final decision, the TCWD shall provide notice to the user whose wastewater discharge permit

has been denied, suspended or revoked, that the time in which judicial review must be sought is governed by Section 1094.6 of the California Code of Civil Procedures.

F. This section does not apply to action taken under Section 909 of this ordinance.

#### **915 PAYMENT AND COLLECTION OF FEES AND CHARGES**

A. Except as otherwise provided, all fees and charges are due and payable upon receipt of an invoice or notice thereof. All such amounts are delinquent if unpaid forty-five (45) days after date of invoice or notice.

B. Any invoice or notice that becomes delinquent may have added to it an assessment in accordance with the following:

1. Forty-six (46) days after the date of invoice or notice, an assessment of ten percent (10%) of the base amount, not to exceed a maximum of \$1,000.
2. Ninety (90) days after the date of invoice or notice, a total of twenty-five percent (25%) of the base amount, not to exceed a maximum of \$2,500.

C. Any invoice or notice that is outstanding and unpaid after ninety (90) days may be cause for immediate initiation of wastewater discharge permit revocation proceedings or immediate wastewater discharge permit suspension.

D. Delinquent assessments under this section may not accrue to those invoices or notices successfully appealed, provided the TCWD received written notice of appeal prior to the payment due date.

E. Payment of disputed fees and charges are still required by the due date during review of any appeal submitted by permittee.

F. This section does not apply to Section 909 of this ordinance.

#### **916 RECOVERY OF ENFORCEMENT COSTS**

In the event a user fails to comply with any of the terms and conditions of this ordinance, wastewater discharge permit, administrative order, wastewater discharge permit suspension or revocation, other control mechanism or any other enforcement action, the TCWD shall be entitled to reasonable attorney's fees and costs which may be incurred during enforcement of any terms and conditions with or without filing proceedings in court.

#### **917 FINANCIAL SECURITY CONDITIONS**

A. Compliance Deposit

1. Users that have been subject to enforcement actions and/or fees, charges, penalties or fines may be required to deposit with the TCWD an amount determined by the General Manager as necessary to guarantee payment of all charges, fees, costs and expenses that may be incurred in the future.
2. A compliance deposit shall be received by the TCWD before the TCWD either issues a wastewater discharge permit, other control mechanism or grants the user permission for further discharge to sewerage facilities.

B. Delinquent Accounts

1. Any user who fails to make payment in full of all fees, charges, penalties or fines assessed by the TCWD including reconciliation amounts, delinquency fees, and other costs or fees, may be required to obtain the issuance of an amendment to their wastewater discharge permit.

C. Bankruptcy

1. Any user filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy Court, for purposes of discharging its financial debts or obligations or seeking court-ordered protection from

its creditors, shall within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its wastewater discharge permit by the TCWD.

D. Wastewater Discharge Permit Amendments

1. An amendment issued to the user's wastewater discharge permit shall be in accordance with the provision of this ordinance.

E. Security Deposit

1. An amendment to a wastewater discharge permit issued in accordance with this ordinance may be conditional upon the permitted user depositing financial security in an amount equal to the total fees and charges from the preceding year.
2. Such a deposit shall be used to guarantee payment of all fees and charges incurred for future services and sewerage facilities provided by the TCWD and shall not be used by the TCWD to recover outstanding fees and charges incurred prior to the user filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security Deposit

1. If the user makes full payment in time of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the user's wastewater discharge permit prescribed by this ordinance, the user's security deposit shall be returned or credited to the user's account.

**918 REPORT OF ANALYSIS**

All collected data from inspection and monitoring sampling conducted by the TCWD may be reported to the user. This data, if given to the user, shall be kept by the user and the TCWD and made available during inspections by the TCWD or any other regulatory agency.

**919 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS**

- A. When a discharger of wastes causes an obstruction, interference, damage, or other impairment to sewerage facilities or to the operation of sewerage facilities, the TCWD may assess the costs against the user for the work required to clean, replace or repair the sewerage facility together with expenses incurred to resume normal operations. This shall also be grounds for wastewater discharge permit revocation. A service charge of twenty-five percent (25%) of costs shall be added to the costs and charges to cover the TCWD's overhead, including administrative personnel and record keeping. The total amount shall be payable within forty-five (45) days of invoicing by the TCWD
- B. If it can be shown that the discharge of any user is the cause of the TCWD violating its NPDES permit and pretreatment requirements established by any Regulatory Agency or incurring additional expenses or suffering losses or damage to TCWD sewerage facilities, then that user shall be responsible for any costs, expenses, or assessments incurred by the TCWD, made by other agencies or a court.
- C. Where two or more dischargers cause a single and indivisible harm to sewerage facilities, each is jointly and severally liable for the damages. The burden of proof is on the dischargers to demonstrate that the harm is divisible.

**920 INDUSTRIAL WASTE PASS THROUGH**

- A. If an industrial waste discharge results in a "pass through" event in sewerage facilities, all costs associated with the event, including but not limited to treatment costs, fines, regulatory fines, and other indirect costs may be charged against the user.

**50**

- B. The user shall submit plans, which prevent future recurrences to the satisfaction of the TCWD.
- C. A second occurrence shall be grounds for wastewater discharge permit revocation without the right of appeal.

**921 BATCH DUMPS**

- A. When the TCWD determines that a user has discharged concentrated noncompatible wastes into sewerage facilities in a manner or method that is not approved by the TCWD, any enforcement action may be taken as set forth in this ordinance.
- B. The user shall be subject to wastewater discharge permit suspension or revocation in accordance with this ordinance as well as any other legal enforcement penalties or remedies available to the TCWD.

**922 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE (SNC)**

- A. To comply with the requirements of 40 CFR 403, the TCWD shall annually publish the names of all industrial users that are in SNC of federal pretreatment standards.
- B. Publication of this SNC notice shall be in the newspaper of general circulation that provides meaningful public notice within the TCWD service area.
- C. The determination of SNC is based upon the definition set forth in Section 202 B.87. of this ordinance.

DRAFT

**51  
ARTICLE 10  
FEES AND CHARGES**

**1001 APPLICATION FEE**

- A. All application fees shall be in an amount as established by the TCWD.

- B. Payment of the application fee must be received before the issuance of a new or renewal of a wastewater discharge permit.
- C. User shall pay any delinquent invoices in full, prior to the wastewater discharge permit renewal.

**1002 ANNUAL WASTEWATER DISCHARGE PERMIT FEE**

- A. The annual wastewater discharge permit fee shall be in an amount as established by the TCWD.
- B. The annual wastewater discharge permit fee shall be due on or before the date set by the TCWD.

**1003 INSPECTION, MONITORING AND SAMPLING CHARGES**

- A. Any and all costs incurred by the TCWD to inspect, monitor and sample a user for the purpose of assuring compliance with this ordinance, the user's wastewater discharge permit, other control mechanism or other regulations, shall be paid for by the user only upon receipt of an invoice or bill from the TCWD or its representative.

**1004 DELINQUENCY FEES**

- A. Any fees that become delinquent may have added to it an amount as set forth in Section 915 of this ordinance.
- B. Any delinquent fee and all assessments including court costs and legal fees thereon may be collected by lawsuit in the name of the TCWD.

**1005 ADDITIONAL FEES AND CHARGES**

- A. The user will be required to pay all applicable additional fees and charges that are established by the TCWD only upon receipt of an invoice or bill.
- B. Any wastewater discharge permit issued for a location where the user is not the property owner, may be conditioned upon depositing financial security to guarantee payment of all additional fees and charges to be incurred, in accordance with the provisions of Section 917 of this ordinance.

**1006 RECORDING OF FEES AND CHARGES**

- A. The TCWD may keep a permanent record and account of all fees and charges received under this ordinance.
- B. Record information shall include, but is not limited to:
  - 1. Name and address of user.
  - 2. Date and amount of fee or charge.
  - 3. Purpose for which fees or charges were paid.

**52  
ARTICLE 11  
SEVERABILITY**

**1101 SEVERABILITY**

- A. If any provisions of this ordinance or the application thereof to any user or circumstances is held invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance or the

application of such provision to other users or other circumstances shall not be affected.

- B. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance. The Board declares that they would have passed said ordinance by section, subsection, sentence, clause or phrase thereof.

**ARTICLE 12  
REPEAL**

**1201 REPEAL**

- A. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as of the effective date set forth in Section 1301 to the extent that they are inconsistent with the provisions of this ordinance.

**ARTICLE 13  
EFFECTIVE DATE**

**1301 EFFECTIVE DATE**

- A. This ordinance shall become effective thirty (30) days after adoption.
- B. Amendments to this ordinance shall become effective thirty (30) days after there adoption.
- C. Action on this Ordinance was completed on and witnessed by the following:

**TRABUCO CANYON WATER DISTRICT**

Dated \_\_\_\_\_ by \_\_\_\_\_  
President

Dated \_\_\_\_\_ by \_\_\_\_\_  
Secretary

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 8: APPROVAL OF AGREEMENT EXTENSION BETWEEN TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC FOR SEWAGE HAULING SERVICES**

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The Oaks at Trabuco (Development and Developer) is a nine-lot residential development project within Trabuco Canyon Water District (District) service area and unincorporated County of Orange. The Development has been considerably delayed from its original expectations in the early 2000s. Today, two of the nine lots have homes constructed and occupied, and a third is anticipated to be completed in early 2021.

The District accepted the Development's water facilities in 2003. There are two agreements between the Developer and the District that pertain to the Development's sewer facilities and services. The "Construction and Usage Agreement for On-Site Sewer Facilities Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC" was executed in 2004 and describes the conditions under which the District would ultimately accept the sewer facilities. On-site sewer facilities include the sewer collection system and the package wastewater treatment facility. In 2006, the District and Developer entered into "Supplemental Agreement Between The Trabuco Canyon Water District and the Oaks at Trabuco, LLC for Sewage Services and Related Matters" (Sewage Hauling Agreement) to provide for interim sewage collection, hauling, treatment and disposal services while the Development builds out and there is sufficient sewage flow to successfully operate the wastewater treatment facility. The Sewage Hauling Agreement also suspends certain terms of the 2004 agreement while it is in effect. The Sewage Hauling Agreement was extended in 2010 and again in 2015. The current second extension terminates on November 30, 2020.

The Developer and the District now propose to enter a "Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC" to continue sewage hauling services to be paid by the Developer.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT**

None to the District

**ENVIRONMENTAL COMPLIANCE:**

All environmental compliance is to be met by the Developer

**RECOMMENDED ACTION:**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC.*

**EXHIBITS**

1. Third Extension Agreement Between Trabuco Canyon Water District and The Oaks at Trabuco, LLC.

**CONTACTS (staff responsible): PALUDI/PEREA**

RECORDED AT THE REQUEST OF AND  
WHEN RECORDED, PLEASE RETURN TO:

**TRABUCO CANYON WATER DISTRICT**  
32003 Dove Canyon Drive  
Trabuco Canyon, California 92679  
Attn: District General Manager

This Extension Agreement affects:

**Portions of Orange County Tract No. 14749**

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(Space above this line for Recorder's Use)

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**THIRD EXTENSION AGREEMENT  
BETWEEN  
THE TRABUCO CANYON WATER DISTRICT  
AND  
THE OAKS AT TRABUCO, LLC**

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**NOTICE – THIS THIRD EXTENSION AGREEMENT AFFECTS THAT CERTAIN AGREEMENT ENTITLED “CONSTRUCTION AND USAGE AGREEMENT FOR ON-SITE SEWER FACILITIES BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC” DATED APRIL 28, 2004, AND RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF ORANGE ON MAY 6, 2004, AS INSTRUMENT NO. 2004-000396573**

**NOTICE – THIS THIRD EXTENSION AGREEMENT AFFECTS THAT CERTAIN AGREEMENT ENTITLED “SUPPLEMENTAL AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC FOR SEWAGE SERVICES AND RELATED MATTERS” DATED AS OF AUGUST 31, 2006, AND RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF ORANGE ON DECEMBER 15, 2010, AS INSTRUMENT NO. 2010-000675461**

**NOTICE – THIS THIRD EXTENSION AGREEMENT AFFECTS THAT CERTAIN AGREEMENT ENTITLED “SECOND EXTENSION AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC,” DATED DECEMBER 1, 2015, AND RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF ORANGE ON JULY 29, 2016, AS INSTRUMENT NO. 2016-000348777**

**THIRD EXTENSION AGREEMENT BETWEEN THE  
TRABUCO CANYON WATER DISTRICT  
AND  
THE OAKS AT TRABUCO, LLC**

This **THIRD EXTENSION AGREEMENT** (“Extension Agreement”), is effective as of November 18, 2020, by and between the **TRABUCO CANYON WATER DISTRICT**, a county water district organized and operating pursuant to California Water Code Sections 30000 and following (“District”), and **THE OAKS AT TRABUCO, LLC**, a California limited liability company (“Developer”). District and the Developer are in certain instances herein collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, District is a public agency which provides water and wastewater services to customers located within its boundaries subject to the applicable requirements of federal, state and local laws and regulations and pursuant to the requirements of the District including, but not limited to, the District’s Rules and Regulations for water and wastewater services as they be amended from time to time; and

**WHEREAS**, Developer is the owner of certain real property, which is further described herein (“Property”), which Property is located within the District’s boundaries; and

**WHEREAS**, District and Developer have previously entered into those certain agreements entitled: “**CONSTRUCTION AND USAGE AGREEMENT FOR ON-SITE SEWER FACILITIES BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC**,” “**AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC FOR SUPPLEMENTAL WATER CAPACITY (TRACT NO. 14749)**,” dated April 28, 2004, and recorded in official records of the County of Orange on May 6, 2004, as Instrument No. 2004-000396573 (the “Construction Agreement”), “**SUPPLEMENTAL AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC FOR SEWAGE SERVICES AND RELATED MATTERS**” dated as of August 31, 2006, and recorded in official records of the County of Orange on December 15, 2015, as Instrument No. 2010-000675461 (the “Supplemental Agreement”) and “**AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC, FOR SECURITY DEPOSIT IN SUPPORT OF PREVIOUS AGREEMENTS**” dated as of May 6, 2008 (“Security Agreement”) and “**EXTENSION AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC**” dated November 17, 2010 (“First Extension Agreement”) and “**SECOND EXTENSION AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE OAKS AT TRABUCO, LLC**” dated December 1, 2015 (“Second Extension Agreement”) (the Construction Agreement, the Supplemental Agreement, the Security Agreement, the First Extension Agreement and the Second Extension Agreement are cumulatively referred to herein as the “Previous Agreements”); and

**WHEREAS**, the Previous Agreements concern the development of the Property and the provision of certain water and wastewater services thereto by the District, which Previous Agreements are incorporated herein by this reference; and

**WHEREAS**, the Parties have negotiated the terms and conditions of this Extension Agreement and desire to enter into this Extension Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:**

## **ARTICLE I**

### **EXTENSION OF TERM(S) OF PRIOR AGREEMENTS**

**Section 1.1 Property Affected.** This Extension Agreement affects that certain real property, as improved, located within the County of Orange (“County”), State of California (“State”) further described in Exhibit “A” attached hereto and incorporated herein by this reference.

#### **Section 1.2 Extension of Prior Agreements.**

(a) The Parties agree that the term(s) of the Prior Agreements are hereby extended for a period of approximately 60 months to November 30, 2025, except as amended by the terms hereof, all other terms, conditions and provisions of the Prior Agreement shall remain in full force and effect.

(b) In the event of a conflict between the terms of any of the Prior Agreements as to the term thereof, the terms of this Extension Agreement shall govern. All other terms of the Prior Agreements shall, unless otherwise amended by the Parties, remain in full force and effect.

(c) In the event that any term of the Prior Agreements, as to or concerning the term hereof, as amended hereby, shall conflict with applicable law, such term shall be limited to the term or period specified by such applicable law.

## **ARTICLE II**

### **GENERAL PROVISIONS**

**Section 2.1 Incorporation of Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**Section 2.2 Waivers; Consents.** No waiver of any provision of this Extension Agreement shall in any event be effective unless the same shall be in writing and signed by the

affected Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**Section 2.3 No Waiver; Remedies Cumulative.** No failure on the part of District to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; and no single or partial exercise by District of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. To the extent permitted by applicable law, the remedies herein are cumulative and not exclusive of any remedies available under any other document or at law or in equity.

**Section 2.4 Notices.** All notices and other communications provided for hereunder shall be in writing and sent by United States certified or registered mail, return receipt requested, or by facsimile or private delivery service, addressed as follows:

If to District: Trabuco Canyon Water District  
32003 Dove Canyon Drive  
Trabuco Canyon, California 92679  
Attn: District General Manager  
FAX: (949) 858-3025

With a copy to: Atkinson, Andelson, Loya, Ruud & Romo  
20 Pacifica, Suite 1100  
Irvine, California 92618  
Attn: Robert E. Anslow, Esq.  
FAX: (949) 453-4262

If to Developer: The Oaks at Trabuco, LLC  
10866 Wilshire Blvd., 11<sup>th</sup> Floor  
Los Angeles, California 90024  
Attn: Bruce Goren  
FAX: (310) 475-9112

Either Party can change its address for delivery of notice by delivering written notice of such change or address to the other Party hereto within ten (10) calendar days prior to such change.

**Section 2.5 No Joint Venture, Partnership, Etc.** Notwithstanding any provision to the contrary herein, the Parties hereto expressly and specifically agree that the District has been, and shall remain, an independent contractor in rendering the services provided for herein and no action(s) or event(s) taken hereunder shall, for any reason, cause either the District or Developer, or their respective officers, directors, employees or consultants to become the employee, joint venturer or partner of the other Party hereto.

**Section 2.6 No Third Party Beneficiaries.** No person or entity other than the Parties shall be deemed or construed to be a beneficiary hereof, and nothing in this Extension Agreement (either express or implied) is intended to confer upon any person or entity, other than the Parties, any rights, remedies, obligations or liabilities under or by reason of this Extension Agreement.

**Section 2.7 Assignment.** The Parties hereto expressly and specifically agree that the rights and terms of this Extension Agreement shall not be assignable or transferable by either Party without the express prior written consent of the other Party. Any attempt to assign or transfer the provisions of this Extension Agreement by either Party, without the express prior written consent of the Party shall be void.

**Section 2.8 Warranty of Authority.** District and Developer represent and warrant that each have all requisite power and authority to execute and deliver, and to perform their obligations under this Extension Agreement.

**Section 2.9 Binding Effect.** This Extension Agreement constitutes a legal, valid and binding obligation of District and Developer and is enforceable as against District and Developer, and their respective successors and assignees, in accordance with the terms and provisions contained herein.

**Section 2.10 Severability.** In the event any provision of this Extension Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 2.11 Execution in Counterparts.** This Extension Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 2.12 Applicable Law.** This Extension Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Section 2.13 Captions.** The captions or heading in this Extension Agreement are for convenience only and in no way define, limit or describe the scope or intent or any provisions, Articles or Sections of this Extension Agreement.

**Section 2.14 Signatories.** The signatories represent that they have been appropriately authorized to enter into this Extension Agreement on behalf of the Party for whom they sign.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, District and Developer have caused this Extension Agreement to be duly executed and delivered as of the date first written above.

DISTRICT:

**TRABUCO CANYON WATER DISTRICT**, a county water district

By: \_\_\_\_\_  
President/Vice-President

By: \_\_\_\_\_  
Secretary/Assistant Secretary

DEVELOPER:

**THE OAKS AT TRABUCO, LLC**, a California limited liability company

By: \_\_\_\_\_  
Its: Bruce Goren, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

That certain real property located within the County of Orange, State of California, described as follows:

Lot 1, Lots 3 through 4, inclusive, and Lots 6 through 9, inclusive, of tract no. 14749 as shown by map on file in book of maps no. 859 pages 42 through 46 inclusive, in the office of the county recorder of Orange County, California.

EXCEPTING THEREFROM one percent of all oil, gas and other hydrocarbon substances under said land as granted to R. Mae Edwards by deed recorded in book 4049, page 316 of Official Records.

ALSO EXCEPTING THEREFROM forty-nine percent of all oil, gas and other hydrocarbon substances under said land as reserved in the Deed from Harold R Morgan and Ada M. Morgan, husband and wife to Frank T. Hata and Setsu Hata, husband and wife as joint tenants, recorded April 27, 1965 in book 7497 page 190, Official Records.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 9: APPROVAL OF COMMON INTEREST AGREEMENT REGARDING THE ALLEN MCCOLLOCH PIPELINE SALE AGREEMENT TO METROPOLITAN WATER DISTRICT**

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The Allen McColloch Pipeline (AMP) was sold to Metropolitan Water District of Southern California (MET) in 1995. Trabuco Canyon Water District (District) was a participant in both the AMP Sale Agreement and the Agreement for Allocation of AMP Proceeds. Although the terms of the contracts and the parties' performance obligations expired or extinguished as of July 1, 2016, there are questions as to whether in fact some terms may remain in effect and some obligations remain enforceable.

Given these questions and uncertainties, MWDOC had its Legal Counsel review the multiple agreements related to the sale of the AMP and provide their understanding of the on-going responsibilities and obligations on behalf of the AMP Participants. The AMP Participants include MWDOC, City of Anaheim, Yorba Linda Water District, East OC Water District, Santa Margarita Water District, Moulton Niguel Water District, Irvine Ranch Water District, El Toro Water District, City of Orange, City of San Juan Capistrano, South Coast Water District, City of San Clemente, and Trabuco Canyon Water District.

MWDOC Legal Counsel has prepared a legal analysis and is recommending a meeting be convened of the AMP Participants to review and discuss the legal analysis to determine if any changes in the provisions are warranted. Given that MWDOC and the AMP Participants are all aligned under the various contracts and share a common interest, in the reliability of the AMP, its operations, and delivery of water to the Participants, MWDOC's Legal Counsel has recommended that MWDOC and the twelve current AMP Participants enter into the attached "Common Interest Agreement" so that MWDOC can share its legal research on this issue and maintain confidentiality. Absent such an agreement, any shared legal analysis and related communications about the parties' rights and obligations may not be protected. Staff is recommending that the District execute the Common Interest Agreement in order to benefit from MWDOC's legal analysis and participate in any discussions regarding revision of terms still in effect.

**FUNDING SOURCE:**

Not applicable.

**FISCAL IMPACT**

None

**ENVIRONMENTAL COMPLIANCE:**

Not applicable.

**COMMITTEE STATUS:**

This matter was reviewed with the Engineering/Operational Committee

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Common Interest Agreement Regarding the Allen McColloch Pipeline Sale Agreement to Metropolitan Water District.*

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**EXHIBIT(S):**

1. Common Interest Agreement Regarding the Allen McColloch Pipeline Sale Agreement to Metropolitan Water District.

**CONTACTS (staff responsible): PALUDI/LAUSTEN**

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 9: APPROVAL OF COMMON INTEREST AGREEMENT REGARDING THE ALLEN MCCOLLOCH PIPELINE SALE AGREEMENT TO METROPOLITAN WATER DISTRICT**

---

The Allen McColloch Pipeline (AMP) was sold to Metropolitan Water District of Southern California (MET) in 1995. Trabuco Canyon Water District (District) was a participant in both the AMP Sale Agreement and the Agreement for Allocation of AMP Proceeds. Although the terms of the contracts and the parties' performance obligations expired or extinguished as of July 1, 2016, there are questions as to whether in fact some terms may remain in effect and some obligations remain enforceable.

Given these questions and uncertainties, MWDOC had its Legal Counsel review the multiple agreements related to the sale of the AMP and provide their understanding of the on-going responsibilities and obligations on behalf of the AMP Participants. The AMP Participants include MWDOC, City of Anaheim, Yorba Linda Water District, East OC Water District, Santa Margarita Water District, Moulton Niguel Water District, Irvine Ranch Water District, El Toro Water District, City of Orange, City of San Juan Capistrano, South Coast Water District, City of San Clemente, and Trabuco Canyon Water District.

MWDOC Legal Counsel has prepared a legal analysis and is recommending a meeting be convened of the AMP Participants to review and discuss the legal analysis to determine if any changes in the provisions are warranted. Given that MWDOC and the AMP Participants are all aligned under the various contracts and share a common interest, in the reliability of the AMP, its operations, and delivery of water to the Participants, MWDOC's Legal Counsel has recommended that MWDOC and the twelve current AMP Participants enter into the attached "Common Interest Agreement" so that MWDOC can share its legal research on this issue and maintain confidentiality. Absent such an agreement, any shared legal analysis and related communications about the parties' rights and obligations may not be protected. Staff is recommending that the District execute the Common Interest Agreement in order to benefit from MWDOC's legal analysis and participate in any discussions regarding revision of terms still in effect.

**FUNDING SOURCE:**

Not applicable.

**FISCAL IMPACT**

None

**ENVIRONMENTAL COMPLIANCE:**

Not applicable.

**COMMITTEE STATUS:**

This matter was reviewed with the Engineering/Operational Committee

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Common Interest Agreement Regarding the Allen McColloch Pipeline Sale Agreement to Metropolitan Water District.*

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**EXHIBIT(S):**

1. Common Interest Agreement Regarding the Allen McColloch Pipeline Sale Agreement to Metropolitan Water District.

**CONTACTS (staff responsible): PALUDI/LAUSTEN**

**COMMON INTEREST AGREEMENT REGARDING THE ALLEN-MCCOLLOCH  
PIPELINE SALE AGREEMENT TO METROPOLITAN WATER DISTRICT  
PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT**

This Common Interest ("Agreement") is entered into among the undersigned parties and their attorneys, by and through their attorneys or other authorized representative (sometimes referred to herein individually as a "Party" or collectively as the "Parties").

WHEREAS, the Parties shall be the Municipal Water District of Orange County ("MWDOC") and each of the participating agencies including the City of Anaheim, Yorba Linda Water District, East Orange County Water District, City of San Juan Capistrano, Santa Margarita Water District, Moulton-Niguel Water District, Irvine Ranch Water District, El Toro Water District, Trabuco Canyon Water District, South Coast Water District, City of San Clemente, and the City of Orange (collectively the "Participants") that agree to be bound by this Agreement;

WHEREAS, in 1978, certain Participants and MWDOC entered agreements for the construction, operation, and maintenance of the Allen-McColloch Pipeline ("AMP"), and for subleases concerning the Diemer Filtration Plant/Santiago Aqueduct Intertie;

WHEREAS, the AMP is an approximately 27 mile long water pipeline, built by MWDOC and certain Participants, that conveys water from the point of delivery from The Metropolitan Water District of Southern California ("Metropolitan") at the Robert B. Diemer Filtration Plant in Yorba Linda, to a point near El Toro Reservoir;

WHEREAS, on July 1, 1994, as part of the planned sale of the AMP, MWDOC, certain Participants, and two non-participant lessees of capacity in the pipeline agreed to allocate the proceeds of the sale of the pipeline ("AMP Proceeds" contract);

WHEREAS, on March 27, 1995, after years of discussion, MWDOC closed on its contract with certain Participants, and Metropolitan for the sale of the AMP to Metropolitan ("AMP Sale" contract) and Metropolitan assumed related obligations under certain financing documents;

WHEREAS, under the AMP Sale and AMP Proceeds contracts, the expected discharge date for all required payments under the financing documents is July 1, 2016;

WHEREAS, following the expected discharge date of July 1, 2016, the AMP Sale's and AMP Proceeds' terms of agreement have expired, and the parties' performance obligations are extinguished, except as expressly or impliedly provided otherwise;

WHEREAS, the Parties and their respective counsel believe, based on currently available information, that each of the Parties shares a common interest in successfully prosecuting or defending their interests in any actions related to the AMP Sale and AMP Proceeds contracts, and any obligations that survive the term of the agreements and remain expressly or impliedly enforceable (collectively, "Actions"), as well as their interactions with Metropolitan regarding the interpretation of their rights and obligations in the AMP because the issues underlying the

Actions may affect their common interest in the reliability of the AMP, its operations, and delivery of water to the Participants;

WHEREAS, the purpose of this Agreement is to protect oral, electronic, and/or written communications made between and among the Parties and/or their respective counsel, and to allow them to disclose privileged and/or confidential information and materials to each other while avoiding any suggestion of waiver and preserving, to the fullest extent possible, attorney-client privilege, attorney work product protections, and any other applicable privileges and protections applying to confidentiality of information, to allow for consistent representation and/or prosecution and defense of claims on issues of common interest raised in the Actions;

WHEREAS, this Agreement is consistent with the common interest and joint defense doctrines and concepts recognized and articulated in California Evidence Code section 912(d) and in *OXY Resources California LLC v. Superior Court* (2004) 115 Cal.App.4th 874, *STI Outdoor LLC v. Superior Court* (2001) 91 Cal.App.4th 334, *California Oak Foundation v. County of Tehama* (2009) 174 Cal.App.4th 1217, and their progeny, and in Rule 26(b)(3) of the Federal Rules of Civil Procedure, as construed in, and in accordance with the joint and common interest concepts articulated in cases such as *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964), and other cases decided regarding communication of information to further the interest of the client and communication of information that is necessary to the accomplishment of the purpose for which the Parties herein have retained counsel regarding the Actions.

THEREFORE, the Parties hereby agree as follows:

1. The Parties share certain common objectives and interests in the Actions and the interpretation of their rights and obligations pursuant to the AMP Sale and AMP Proceeds contracts. Accordingly, the Parties wish to pursue their common objectives and interests in a manner that allows their respective counsel to exchange information, including confidential information, work product, litigation strategies, and confidential factual information, in a manner that precludes the waiver of any applicable privilege or similar protection. In that regard, documents and other materials and information, written or oral, that are otherwise privileged or immune from discovery under either the work product doctrine, attorney-client privilege, or any other privilege or confidentiality doctrine, but that are exchanged between and among the Parties or their counsel in connection with or concerning the Actions, and any materials derived directly or indirectly from such documents and other materials and information, shall not lose their privilege or protected status as a result of such exchange. Such disclosed documents and other materials and information, whether previously or hereafter disclosed, are hereinafter referred to as "Common Interest Information."

2. The Parties agree to keep all Common Interest Information confidential, provided, however: Common Interest Information may be shared with board members, employees, consultants, and/or other agents of each Party, pursuant to paragraph 6 below. Any party wishing to designate any written document as containing Common Interest Information shall clearly mark any such written document containing Common Interest Information, as "PRIVILEGED AND CONFIDENTIAL." The Parties will use their best efforts to so mark all such written materials, and will instruct all attorneys, paralegals, clerical, and other personnel to do so; provided,

however, that failure to mark such exchanged written materials shall not be treated as waiving any applicable privilege as to any materials not so marked. To the maximum extent permitted by law, the sharing of Common Interest Information shall be undertaken in a manner that protects Common Interest Information from public disclosure under the Ralph M. Brown Act, the California Public Records Act, or other applicable law.

3. The Parties intend for this Agreement to apply to all confidential and/or privileged communications, including but not limited to those made in the course of all proceedings leading up to the initiation of the Actions, and throughout the proceedings of all Actions until finally and conclusively determined by the court of last resort.

4. Nothing contained in this Agreement shall obligate any Party to disclose any information to any other Party or any other person or entity.

5. All Common Interest Information will remain privileged and protected, notwithstanding disclosure to a Party or the Parties. Additionally, discussions between or among the Parties and/or their counsel shall be protected by the attorney work product doctrine, the attorney-client privilege, and/or any other privileges or confidentiality doctrines that may apply.

6. The Parties understand and agree that periodic meetings and conversations pursuant to this Agreement, as well as any Common Interest Information that has been or will be produced to counsel by any Party, and any Common Interest Information obtained from any expert or consultant to any of the Parties which has been or will be produced to any Party or its counsel pursuant to this Agreement shall remain confidential and shall not be disclosed to any third party, including to any consultant retained by any Party, except as provided in Paragraph 7 immediately below or as required by law. Should a Party wish to disclose any Common Interest Information, it shall notify in writing all other Parties 10 days prior to doing so, and any Party may prohibit such disclosure of any Common Interest Information generated by that Party by notifying the Party intending to disclose the information within 48 hours therefrom.

7. To protect Common Interest Information from potential compelled disclosure pursuant to discovery, the Parties understand and agree, regarding any expert or consultant to whom Common Interest Information has been provided, that such consultants will not be later designated to provide testimony in litigation without first obtaining the consent and agreement of any Party whose confidential information was provided to that expert or consultant, and to the waiver of confidentiality that may result from such designation.

8. This Agreement applies to Common Interest Information that may have been communicated between and/or among the Parties before the formal execution of the Agreement, and to that extent, this Agreement is intended to continue the prior understanding of the Parties regarding the confidentiality of such materials and information.

9. The Parties shall each take all necessary and appropriate measures to ensure that any person who is granted access to Common Interest Information is familiar with the terms of this Agreement and complies with its terms. Common Interest Information shall be transmitted and maintained in such a manner so that no intentional or unintentional disclosure is made which might compromise any asserted privilege or immunity.

10. At the request and option of any Party, Common Interest Information generated by that Party shall be returned to that Party or shall be destroyed by the receiving Party, subject to any applicable federal and state laws mandating record-keeping.

11. Disclosure of Common Interest Information to a Party, or any agent as specified in Paragraphs 2 or 6 will be conditioned upon their agreeing to maintain the confidentiality of the Common Interest Information. If Common Interest Information is disclosed to any person or entities hired to assist in the Actions, the recipient, as a precondition to such disclosure, must agree in writing to maintain the confidentiality of the materials.

12. If any Common Interest Information is divulged, disclosed, or provided to any person or entity not a Party, except as otherwise provided in this Agreement or disclosed by the author of the information, without the written consent of all Parties, it shall be construed as a violation of this Agreement and will not serve as or constitute a waiver of the attorney-client privilege, attorney work-product doctrine, or other privilege or confidentiality doctrine that may apply.

13. The Parties agree that if Common Interest Information is sought by a non-party to this Agreement by discovery request, subpoena, deposition question, interrogatories, California Public Records Act request, or otherwise sought through a bona fide requirement by law or regulation (collectively a "Requirement") such Common Interest Information shall not be disclosed except as required by applicable law or court order. The Party receiving a California Public Records Act request shall be the Party that determines whether the disclosure of Common Interest Information in its possession is required by law or court order. The Party receiving a request or demand for Common Interest Information through a Requirement shall immediately provide written notice to all other Parties of the existence, terms, and circumstances of the request or demand, and will not disclose the Common Interest Information at issue for at least 10 calendar days from the date of the demand or request, to give each other Party an opportunity to seek an order to prevent such disclosure. If such an order is sought, the Party that received the request or demand shall refrain from disclosing the requested or demanded Common Interest Information until such time as a final determination is made on that order; provided, however, that the Party that received the request or demand shall not be required to refrain from disclosing the requested or demanded information if doing so would violate the law. The costs and expenses for seeking a protective order shall be borne only by the Party(ies) seeking the protective order. If a Party subject to a request or demand described in this paragraph is compelled, in the opinion of its legal counsel, to disclose Common Interest Information in order to avoid being found in contempt or other substantial penalty, that Party shall furnish only that portion of the Privileged Information which is legally required pursuant to the order of a court and will not be liable to any other Party for the disclosure of Common Interest Information.

14. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel according to what its counsel believes to be the respective Party's best interest. While counsel are obligated to preserve the confidentiality of Common Interest Information, and it is expected that counsel for one Party may from time to time prepare pleadings addressing issues which counsel for another Party may decide his or her client has a common interest in and elect to join in for efficiency or other

reasons, this Agreement does not provide authority or obligation for counsel for any one Party to act for or represent the rights or interests of any Party other than the one(s) it represents.

15. This Agreement shall not create any joint venture, agency, or similar relationship among the Parties. No Party or counsel of any Party to this Agreement shall have any vote, control, or influence over the decisions of any other Party or its counsel related to the Actions. No Party shall have the authority to waive any applicable privilege or doctrine on behalf of any other Party. Nor shall any waiver of an applicable privilege or protection by any Party be construed to apply to any other Party.

16. In the event any Party ceases participating in the Actions, or for any other reason ceases to participate in this Agreement, such Party shall be obligated to continue to preserve the confidentiality of Common Interest Information and any and all privileges pertaining to Common Interest Information as though the Party was still part of the joint prosecution/defense arrangement.

17. The Parties agree that, in the event any Party determines that it no longer has, or no longer will have, mutuality of interest in a joint prosecution or defense for any reason, that Party will promptly notify the other Parties of its intent to withdraw from this Agreement. A written notice of withdrawal shall constitute a termination of this Agreement as to the withdrawing Party; provided, however, that no such termination shall affect or impair the obligations of confidentiality and privilege with respect to Common Interest Information previously imposed on the withdrawing Party pursuant to this Agreement.

18. The Parties agree that the existence of this Agreement shall not be disclosed or used offensively or defensively in the Actions or any other proceeding (except that this Agreement may be disclosed or used by any Party hereto in any proceeding to maintain and protect, consistent with the intent of this Agreement, the confidentiality of any or all Common Interest Information); nor will any Party claim that any counsel to a Party is disqualified from any proceeding by reason of this Agreement or the sharing of Common Interest Information under this Agreement.

19. The Parties expressly acknowledge and agree that no adequate remedy is at law for breach of this Agreement and that, in addition to any other remedies available, performance of this Agreement may be specifically ordered or a breach hereof may be enjoined, or both.

20. This Agreement, by itself, does not obligate or authorize any Party to be responsible for or share costs of any of the Actions with any other Party.

21. The execution of and participation in this Agreement by the Parties shall not provide the grounds for the disqualification of any attorney, consultant, or any other representative of any Party hereto, from the Actions or any future administrative or judicial proceeding arising out of the Actions.

22. To the extent that the Parties have previously agreed orally to operate under a common-interest or joint defense agreement with respect to the issues anticipated in any of the Actions, all information shared under such prior agreements shall continue to be protected by all applicable privileges. This Agreement memorializes any earlier oral agreements and incorporates

and supersedes any prior oral agreement between the Parties pursuant to which confidential Common Interest Information has been exchanged.

23. No amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by all Parties, other than a withdrawal by a Party as provided in Paragraph 17.

24. This Agreement shall be interpreted in accordance with the laws of the State of California.

25. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue to be fully operative.

26. Each signatory to this Agreement hereby represents and warrants that he/she executed this Agreement on behalf of his/her client only after fully apprising his/her client of the provisions of this Agreement and their meaning and obtaining all necessary authority to enter into this Agreement on his/her client's behalf.

27. The Parties intend that this Agreement may be signed in separate counterparts, each of which shall be binding on all parties who are signatory to any counterpart.

28. This Agreement shall become effective upon two or more entities executing this Agreement. Copies of this Agreement signed by any entity, other than MWDOC shall be returned to the general counsel for MWDOC, who shall distribute a fully executed copy to each Party upon request.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written

**MUNICIPAL WATER DISTRICT OF ORANGE  
COUNTY**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ANAHEIM**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**YORBA LINDA WATER DISTRICT**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**EAST ORANGE COUNTY WATER DISTRICT**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF SAN JUAN CAPISTRANO**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**SANTA MARGARITA WATER DISTRICT**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**MOULTON NIGUEL WATER DISTRICT**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

**IRVINE RANCH WATER DISTRICT**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

**EL TORO WATER DISTRICT**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

**TRABUCO CANYON WATER DISTRICT**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

**SOUTH COAST WATER DISTRICT**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF SAN CLEMENTE**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CITY OF ORANGE**

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 10: DISCUSSION CONCERNING DIRECTOR CONFLICT OF INTEREST DETERMINATION PROCESS AND CHECKLIST**

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As directed by the Board of Directors, the District's General Legal Counsel has prepared a simplified guide to aid an individual Board Member in determining whether they have a threshold issue that may trigger a potential legal conflict of interest. General Legal Counsel will provide more information at the time of the Board meeting.

**FUNDING SOURCE:**

None

**FISCAL IMPACT**

None

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This item was not reviewed by a Committee.

**RECOMMENDED ACTION(S):**

*Receive information at the time of the Board meeting and take action(s) as deemed appropriate.*

**EXHIBIT(S):**

None

**CONTACTS (staff responsible): PALUDI**

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR  
FINANCIAL MATTERS**

**ITEM 11: APPROVAL OF CONTRACT CHANGE ORDER NO. 2 FOR RAFTELIS FINANCIAL CONSULTANTS FOR TRABUCO CANYON WATER DISTRICT**

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Raftelis Financial Consultants (Raftelis) has assisted Trabuco Canyon Water District (District) with the current cost of service rate study since March 2019. The original contract approved by the Board of Directors included a not to exceed amount of \$66,489. The scope of the original contract was based on an estimated level of effort that did not account for the number of revisions that have been necessary to the financial model and the proposed rates and charges for water, wastewater, and recycled water services.

After the first of two Board workshops on the rate study on January 28, 2020, Raftelis requested a change order to the original contract to address the Board’s input through the development of new rate scenarios. The Board approved Change Order No. 1 in February 2020 for \$19,988. After the second Board workshop on October 6, Raftelis further revised the financial model and assisted staff in developing a final proposed rate adjustment for recycled water and developed a Notice of Public Hearing with enhanced graphics also not contemplated in the original contract. Accordingly, Raftelis is requesting Change Order No. 2 for \$8,950. Staff has reviewed this request and finds it to be reasonable and justified. More information may be provided at the time of the meeting.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT**

Original Budget:	\$ 66,489
Contract Change Order No. 1:	\$ 19,988
<u>Contract Change Order No. 2</u>	<u>\$ 8,950</u>
<i>Total Fiscal Impact to Date:</i>	<i>\$ 95,427</i>

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This matter was reviewed with the Finance/Audit Committee

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board meeting.*
2. *Authorize the General Manager to execute the Raftelis Financial Consultants Contract Change Order No. 2 in the amount of \$8,950.*

**EXHIBIT(S):**

1. Raftelis Financial Consultants Contract Change Order No. 2

**CONTACTS (staff responsible): PALUDI/PEREA**

October 19, 2020

Mr. Fernando Paludi  
General Manager  
Trabuco Canyon Water District  
32003 Dove Canyon Drive  
Trabuco Canyon, CA 92679

**Subject: Amendment #2**

Dear Mr. Paludi:

As we discussed after the second board workshop, we updated the model two extra times with new CIP, reserve balances, prepared two presentations to discuss with staff. We also revised the non-domestic rates from tiered to uniform and will update the public notice and report. These unplanned efforts used the budget with two items remaining. These two items are a public hearing notice and a public hearing presentation. Therefore, Raftelis cordially submits this request to amend the contract amount to complete the project based on a time and materials basis. We estimate the time to complete these two items as shown in the table below.

Tasks	Number of Meetings	Hours					Total Fees & Expenses
		PD	PM	SC	Graphics	Total	
1. Public Hearing Notice			4	8	10	22	\$4,290
2. Public Hearing Presentation	1		8	4		12	\$3,250
3. Update Non-Domestic Rates and Revise Report			1	5		6	\$1,410
<b>Total Estimated Meetings / Hours</b>	<b>1</b>	<b>0</b>	<b>13</b>	<b>17</b>	<b>10</b>	<b>40</b>	
<b>Hourly Billing Rate</b>		<b>\$295</b>	<b>\$275</b>	<b>\$215</b>	<b>\$125</b>		
<b>Total Professional Fees</b>		<b>\$0</b>	<b>\$3,575</b>	<b>\$3,655</b>	<b>\$1,250</b>	<b>\$8,480</b>	

PD - Project Director, Sanjay Gaur  
PM - Project Manager, Steve Gagnon, PE  
SC - Staff Consultants  
Graphics  
Admin - Administrative Staff

<b>Total Fees</b>	<b>\$8,480</b>
<b>Total Expenses</b>	<b>\$470</b>
<b>Total Fees &amp; Expenses</b>	<b>\$8,950</b>

We have included a signature block at the end of this request to amend the contract. We are also happy to amend the contract more formally if required.

We are delighted to assist to the District. If you agree with the proposed fees and expenses documented in this letter, please sign in the space below and return one copy for our files. If you have any questions, please don't hesitate to contact me at 714.351.2013.

Sincerely,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**



**Steve Gagnon, PE (AZ)**

*Sr. Manager*

The District accepts the terms of this engagement letter

_____	_____
Signature	Name of authorized agent
_____	_____
Date	Title

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**ENGINEERING MATTERS**

**ITEM 12: APPROVAL OF COST SHARING AGREEMENT WITH MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC) FOR PREPARATION OF THE DISTRICT'S 2020 URBAN WATER MANAGEMENT PLAN (UWMP)**

California Water Code 10644 (a) requires water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet annually to prepare an Urban Water Management Plan (UWMP) and file a copy with the Department of Water Resources (DWR), the California State Library, and any city or county within which the Agency provides water supplies.

**New Requirements for the 2015 Plan Update**

The Urban Water Management Act requires urban water suppliers to describe and evaluate in the UWMP the sources of water supply, efficient uses of water, water service reliability and other relevant information and programs. The 2020 UWMP requires several new analyses and sections, including:

- Layperson's description
- Compliance with Sustainable Groundwater Management Act (SGMA), if applicable
- Water loss reports – meeting water loss standards adopted by State Board (SB 555)
- Water Shortage Contingency Plan enhancements
- Annual Water Shortage Assessments
- Drought Risk Assessments

**MWDOC Preparation Services**

As with the 2015 UWMP, Municipal Water District of Orange County (MWDOC) has contracted with an engineering consulting firm to provide UWMP preparation services to interested member agencies. Trabuco Canyon Water District (District) lacks the staff resources to prepare the 2020 UWMP in-house and believes that through economies of scale, MWDOC can provide this service more cost-effectively and with less administrative burden than by individually contracting for consulting services.

To participate in MWDOC's 2020 UWMP preparation services, the District is required to enter into a cost-sharing agreement with MWDOC. Due to the various requirements of the 2020 UWMP and the differing levels of complexity of each MWDOC member agency, the fee structure in the MWDOC agreement includes base costs and optional or contingency item costs. The District will be responsible for \$24,910 in base costs and up to \$10,550 in contingency scope items, including a redesigning of the Water Shortage Contingency Plan, ability to process major changes by MET during the preparation process, and assistance with coordination and submittal of final documents to DWR and city/county agencies. Staff is also recommending board authorization of a 10% contingency in the event that additional work on the District's 2020 UWMP is desired or required. The District's total estimated fee is \$35,460. With a 10% contingency of approximately \$3,540, the total not to exceed budget is \$39,000.

**2020 UWMP Preparation Schedule**

The 2020 UWMP is due to DWR on or before July 1, 2021. A draft UWMP will be available in early March 2021. Tentatively, the District will notice a public hearing in May 2021 and hold the public hearing to adopt the Plan in June 2021.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT:**

Not to exceed \$39,000.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**COMMITTEE STATUS:**

This matter was reviewed with the Engineering/Operational Committee

**RECOMMENDED ACTION(S):**

1. *Receive information at the time of the Board Meeting.*
2. *Authorize the General Manager to execute a cost sharing agreement with Municipal Water District of Orange County for 2020 Urban Water Management Plan preparation services for a not to exceed amount of \$39,000.*

**EXHIBIT(S):**

1. Draft "Agreement for Sharing Consultant Costs for 2020 Urban Water Management Plans" between Trabuco Canyon Water District and Municipal Water District of Orange County.

**CONTACTS (staff responsible): PALUDI/LAUSTEN**

**AGREEMENT FOR SHARING CONSULTANT COSTS FOR  
2020 URBAN WATER MANAGEMENT PLANS**

THIS AGREEMENT is made and entered into as of \_\_\_\_ 2020, by  
and between:

1. MWDOC
2. City of Buena Park
3. City of Fullerton
4. City of Garden Grove
5. City of La Palma
6. City of Orange
7. City of Seal Beach
8. City of Tustin
9. City of Westminster
10. Yorba Linda Water District
11. East Orange County Water District
12. City of Fountain Valley
13. City of Newport Beach
14. City of Santa Ana
15. City of Huntington Beach
16. Mesa Water District
17. City of San Clemente
18. El Toro Water District
19. South Coast Water District
20. Trabuco Canyon Water District
21. City of Brea
22. City of La Habra

(collectively "Participating Agencies" and individually "Participating Agency") and the Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are also collectively referred to as "Parties."

**RECITALS**

WHEREAS, under California Water Code section 10621(a), the Participating Agencies are required to update their respective Urban Water Management Plan ("UWMP") at least once every five years; and

WHEREAS, the 2020 UWMP's shall be updated and submitted to the California Department of Water Resources ("DWR") by July 1, 2021; and

WHEREAS, each Participating Agency has the responsibility to prepare a separate 2020 UWMP for submission by July 1, 2021; and

WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics; and

WHEREAS, pursuant to California Water Code section 10620, subdivision (d)(3), the Participating Agencies wish to coordinate the preparation of their 2020 UWMPs in the interest of reducing preparation costs; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals. In response, four consulting firms submitted proposals which were reviewed by a panel comprised of representatives of MWDOC and several Participating Agencies and which resulted in the selection of Arcadis U.S. Inc. ("Arcadis" or "Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"); and

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the Consultant; and the administration of the cost sharing provisions of this Agreement;

NOW, THEREFORE, in consideration of the payment of money as set forth below and the mutual promises of the Parties hereto, it is agreed:

1. Engagement of Consultant and Administration of Consultant Agreement

- 1.1 MWDOC shall award a professional services agreement for the work identified in the Request for Proposals to Arcadis ("Consultant Agreement"). MWDOC shall use its standard professional services agreement form for the Consultant Agreement with minor negotiated deviations permitted by MWDOC Executive Director and Legal Counsel and require appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement will require the Consultant's insurer(s) to waive all rights of subrogation against MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers. The Consultant Agreement will require Consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

**Cost Sharing Agreement for 2020 UWMP -**

- 1.2 MWDOC shall coordinate all aspects of the proposed work with the selected contractor and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of its 2020 UWMP;
- 1.3 MWDOC shall make payments to the Consultant for progress payments as work proceeds. MWDOC shall withhold 10% of each progress payment to Consultant in a retention fund until such time as every Participating Agency has notified MWDOC that it is satisfied with the final UWMP prepared for it by Consultant.
- 1.4 Each Participating Agency shall, within a reasonable timeframe, provide all documents, information and assistance requested by the selected contractor during the performance of the Consultant Agreement.

**2. Cost Sharing by Participating Agencies.**

**2.1 MWDOC shall:**

- 2.1.1 Collect from each Participating Agency upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;
- 2.1.2 Inform each Participating Agency of any proposed contingency work under the Consultant Agreement that relates to preparation of that Participating Agency's 2020 UWMP and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work.
- 2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3).
- 2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

**2.2 Each Participating Agency shall:**

- 2.2.1 Pay to MWDOC upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;

2.2.2 Pay to MWDOC, upon approval of any extra work under the Consultant Agreement that relates to preparation of its 2020 UWMP, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves.

3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

4. Independent Contractor

Any consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of a professional services agreement between MWDOC and the Consultant. Any consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC.

5. Warranty, Indemnification and Defense

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. All losses or liabilities resulting from any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with any work contemplated by this Agreement shall be subject to the indemnification described in this section. Each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed or occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to any other Parties under this Agreement.

Cost Sharing Agreement for 2020 UWMP 29-15

6. Notice

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid with the United States Postal Service addressed to the contracting Parties as follows:

Notice to Parties	
If to:	
1. MWDOC	Robert J. Hunter, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728
2. City of Buena Park	James B. Vanderpool, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622
3. City of Fullerton	Meg McWade, Director of Public Works City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832-1775
4. City of Garden Grove	Scott Stiles, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
5. City of La Palma	Conal McNamara, City Manager City of La Palma 7822 Walker Street La Palma, CA 90623
6. City of Orange	Rick Otto, City Manager City of Orange P.O. Box 449 Orange, CA 92866
7. City of Seal Beach	Jill R. Ingram, City Manager City of Seal Beach 211 8th Street Seal Beach, CA 90740
8. City of Tustin	Matthew West, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
9. Yorba Linda Water District	Brett Barbre, General Manager Yorba Linda Water District 1717 E. Miraloma Placentia, CA 92870

Cost Sharing Agreement for 2020 UWMP 29-15

10. City of Westminster	Sherry Johnson, Interim City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683
11. East Orange County Water District	Lisa Ohlund, General Manager East Orange County Water District 185 N. McPherson Rd. Orange, CA 92869
12. City of Fountain Valley	Robert Houston, City Manager City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708
13. City of Newport Beach	Grace Leung, City Manager City of Newport Beach P.O. Box 1768 Newport Beach, CA 92663
14. City of Santa Ana	Kristine Ridge, City Manager City of Santa Ana P.O. Box 1988, M-24 Santa Ana, CA 92702
15. City of Huntington Beach	Brian Ragland, Utilities Manager City of Huntington Beach 19001 Huntington Street Huntington Beach, CA 92648-2211
16. Mesa Water District	Paul Shoenberger, General Manager Mesa Water District 1965 Placentia Avenue Costa Mesa, CA 92627-3420
17. City of San Clemente	Erik Sund, Interim City Manager City of San Clemente 100 Avenida Presidio San Clemente, CA 92672
18. El Toro Water District	Dennis Cafferty, General Manager El Toro Water District P.O. Box 4000 Laguna Hills, CA 92654

19. South Coast Water District	Rick Shintaku, General Manager South Coast Water District 31592 West Street Laguna Beach, CA 92651
20. Trabuco Canyon Water District	Fernando Paludi, General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679
21. City of Brea	Bill Gallardo, City Manager City of Brea 1 Civic Center Circle Brea, CA 92821
22. City of La Habra	Jim Sadro, City Manager City of La Habra P.O. Box 337 La Habra, CA 90633-0337

7. Jurisdiction and Venue

In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

8. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

9. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

10. Term

This Agreement shall commence upon the date of the earliest execution by any

Participating Agency below and shall extend thereafter through the completion of all work product generated by the Consultant and delivered to MWDOC and to each Participating Agency. The scheduled completion date by the Consultant is July 1, 2021. MWDOC shall issue a Notice of Completion to all Participating Agencies upon close-out of the Consultant Agreement. Notwithstanding anything to the contrary in this Section 10, this Agreement may be terminated earlier by MWDOC in its discretion upon or after termination of the Consultant Agreement.

11. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year hereinafter written, which shall be and is the effective date of This Agreement.

Execution of Agreement by Parties	
<p>1. Municipal Water District of Orange County</p>	<p>Date: _____</p> <p>By: _____            Robert J. Hunter, General Manager            Municipal Water District of Orange County</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____            Joseph Byrne            General Counsel</p>
<p>2. City of Buena Park</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Jim Vanderpool, City Manager</p> <p>City of Buena Park</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>3. City of Fullerton</p>	<p>Date: _____</p> <p>By: _____</p> <p>Meg McWade, Director of Public Works</p> <p>City of Fullerton</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>4. City of Garden Grove</p>	<p>Date: _____</p> <p>By: _____</p> <p>Scott Stiles, City Manager</p> <p>City of Garden Grove</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>City Attorney</p>
<p>5. City of La Palma</p>	<p>Date: _____</p> <p>By: _____</p> <p>Conal McNamara, City Manager</p> <p>City of La Palma</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>6. City of Orange</p>	<p>Date: _____</p> <p>By: _____</p> <p>Rick Otto, City Manager</p> <p>City of Orange</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>7. City of Seal Beach</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Jill R. Ingram, City Manager</p> <p>City of Seal Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>8. City of Tustin</p>	<p>Date: _____</p> <p>By: _____</p> <p>Matthew West, City Manager</p> <p>City of Tustin</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>9. Yorba Linda Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Brett Barbre, General Manager</p> <p>Yorba Linda Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>District Counsel</p>
<p>10. City of Westminster</p>	<p>Date: _____</p> <p>By: _____</p> <p>Sherry Johnson, Interim City Manager</p> <p>City of Westminster</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>11. East Orange County Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Lisa Ohlund, General Manager</p> <p>East Orange County Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>12. City of Fountain Valley</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Robert Houston, City Manager</p> <p>City of Fountain Valley</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>13. City of Newport Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Grace Leung, City Manager</p> <p>City of Newport Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>14. City of Santa Ana</p>	<p>Date: _____</p> <p>By: _____</p> <p>Kristine Ridge, City Manager</p> <p>City of Santa Ana</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>City Attorney</p>
<p>15. City of Huntington Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Brian Ragland, Utilities Manager</p> <p>City of Huntington Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>16. Mesa Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Paul Shoenberger, General Manager</p> <p>Mesa Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>17. City of San Clemente</p>	<p>Date: _____</p> <p>By: _____</p>

	<p>Erik Sund, Interim City Manager</p> <p>City of San Clemente</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>18. El Toro Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Dennis Cafferty, General Manager</p> <p>El Toro Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>19. South Coast Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Rick Shintaku, General Manager</p> <p>South Coast Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	<p>By: _____</p> <p>District Counsel</p>
<p>20. Trabuco Canyon Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Fernando Paludi, General Manager</p> <p>Trabuco Canyon Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>21. City of Brea</p>	<p>Date: _____</p> <p>By: _____</p> <p>Bill Gallardo, City Manager</p> <p>City of Brea</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>22. City of La Habra</p>	<p>Date: _____</p> <p>By: _____</p>

Jim Sadro, City Manager

City of La Habra

Approved as to Form:

Date: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

DRAFT

**EXHIBIT A**  
**ARCADIS Consultant Agreement**

DRAFT

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated August 19, 2020, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, **ARCADIS U.S., Inc.**, hereinafter referred to as "**CONSULTANT**" for Preparation of 2020 Urban Water Management Plans for MWDOC and participating Member Agencies<sup>1</sup> hereinafter referred to as "**SERVICES**."<sup>2</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

### I PURPOSE AND SCOPE OF WORK

#### A. Consulting Work

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

#### B. Independent Contractor

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

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<sup>1</sup> The member agencies include: MWDOC, City of Buena Park, City of Fullerton, City of Garden Grove, City of La Palma, City of Orange, City of Seal Beach, City of Tustin, City of Westminster, Yorba Linda Water District, East Orange County Water District, City of Fountain Valley, City of Newport Beach, City of Santa Ana, City of Huntington Beach, Mesa Water District, City of San Clemente, El Toro Water District, South Coast Water District, Trabuco Canyon Water District, City of Brea, and City of La Habra. (collectively "**PARTICIPATING AGENCIES**" and individually "**PARTICIPATING AGENCY**")

<sup>2</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference. 55401.00000\33242503.1

## C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **DISTRICT** and **the PARTICIPATING AGENCIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

## II TERM

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter until August 19, 2021, unless earlier terminated as provided herein.

## III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

### A. Budgeted Amount for Services

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

### B. Fees

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

### C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five (5) working days.

#### Notices shall be made as follows:

Municipal Water District of Orange County  
Robert J. Hunter  
General Manager  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

ARCADIS U.S., Inc  
Sarina Sriboonlue  
Senior Engineer  
320 Commerce, Suite 200  
Irvine, CA 92602  
(714) 508-2682

#### **D. Billing and Payment**

**CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**. The **DISTRICT** shall withhold ten percent (10%) of each monthly payment to **CONSULTANT** in a retention fund until such time as every **PARTICIPATING AGENCY** has notified the **DISTRICT** that it is satisfied with the final 2020 Urban Water Management Plans prepared by **CONSULTANT** (“**RETENTION AMOUNT**”).

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

#### **E. Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

### **IV DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

### **V TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all finished and unfinished work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT** within fifteen (15) days of the date of termination; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**; (7) **CONSULTANT** shall not receive the **RETENTION AMOUNT**, if **CONSULTANT** terminates the **AGREEMENT** prior to completion of the **SERVICES**, (8) in the event this **AGREEMENT** is terminated in whole or in part as provided herein, the **DISTRICT** may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **VI INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

#### **A. Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

#### **B. Professional Liability Insurance**

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

#### **C. Other Insurance**

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**.

For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, the **PARTICIPATING AGENCIES**, and its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the

**AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

**D. Expiration of Coverage**

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

## VII INDEMNIFICATION (Revised as of June 2020)

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors employees, and agents, and each of the **PARTICIPATING AGENCIES** (defined as those California public agencies under contract with **DISTRICT** for **CONSULTANT's** Services), and their officers, directors, board members, employees and agents, from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** or **PARTICIPATING AGENCIES**, nor their respective officers, directors, board members, employees and agents, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice, or the choice of the respective **PARTICIPATING AGENCY**, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, or the choice of the respective **PARTICIPATING AGENCY**, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents with legal counsel reasonably acceptable to **DISTRICT** or **PARTICIPATING AGENCIES**, and shall not tender such claims to **DISTRICT**, **PARTICIPATING AGENCIES**, nor their officers, directors, board members, employees and agents.

**CONSULTANT** shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall immediately reimburse **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT** or **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents.

## **VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **IX PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **X LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

## **XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** and **PARTICIPATING AGENCIES** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT** and **PARTICIPATING AGENCIES**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative and the **PARTICIPATING AGENCY's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT** and the **PARTICIPATING AGENCY**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

### **C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

## **XII OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** and **PARTICIPATING AGENCIES** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT** and **PARTICIPATING AGENCIES**, including but not limited to any copyright interest. In addition, **DISTRICT** and **PARTICIPATING AGENCIES** reserve the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** and **PARTICIPATING AGENCIES** shall acquire no right or interest in such property.

**CONSULTANT** hereby assigns to **DISTRICT, PARTICIPATING AGENCIES** or its designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT, PARTICIPATING AGENCIES** or its designee, reasonably requests to establish and perfect the rights assigned to **DISTRICT, PARTICIPATING AGENCIES** or its designee under this provision.

## **XIII EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

#### **XIV INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

#### **XV ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

#### **XVI JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

\_\_\_\_\_  
Date

Robert Hunter, General Manager  
Municipal Water District of Orange  
County 18700 Ward Street, P.O.Box  
20895 Fountain Valley, CA 92708  
(714) 963-3058

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_  
Date  
\_\_\_\_\_

Name: Christine Cotton, Senior Vice President  
Arcadis U.S., Inc.  
Address: 445 S. Figueroa Street, Suite 3650  
Los Angeles, CA 90638  
Phone: (213) 797-5304  
Tax I.D. # 57-0373224

**Internal Use Only:**

Program No. \_\_\_\_\_

**Line Item:** \_\_\_\_\_

**Funding Year:** \_\_\_\_\_

**Contract Amt.:** \_\_\_\_\_

**Purchase Order #**

## EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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### **§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

### **§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

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Motion - 1/17/96;

### **§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

### **§7107 POLITICAL ACTIVITIES**

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

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Motion – 6/17/15

## **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

## **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

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Motion - 1/17/96; 6/17/15

## **§7110 VIOLATION OF POLICY -- DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

## **§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

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M-12/21/05

***Please note*** If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

<p><b>Company: ARCADIS U.S., Inc.</b> <b>Address: 320 Commerce, Suite 200</b> <b>Irvine, CA 92602</b> <b>Phone: (714) 508-2682</b> <b>Tax I.D. #</b></p>
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1. Term – Commencement: August 19, 2020 Termination: August 19, 2021
2. Fees/Rates to be billed - See page 31 of July 8, 2020 Proposal Attached
3. Budgeted Amount - See Attachment A; Note: Budgeted amount is based on the "Base Price" and the contingency items on which the participating agency provides written approval. **CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**  
  
Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.
4. Scope of Work/Services – Preparation of 2020 Urban Water Management Plans for MWDOC and MWDOC Member Agencies attached proposal dated June 8, 2020 (Attachment B).
5. Consultant Representative: Sarina Sriboonlue

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**ACTION CALENDAR**

**LEGISLATIVE, ADMINISTRATIVE AND OTHER MATTERS**

**ITEM 13: LOCAL GOVERNMENTAL AND LEGISLATIVE INFORMATIONAL MATTER(S)**

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**RECOMMENDED ACTION(S):**

*Review and discuss local government and legislative informational matter(s) and take action(s) as deemed appropriate.*

**CONTACTS (staff responsible): PALUDI/PEREA**

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | NOVEMBER 18, 2020**

**CLOSED SESSION**

**ITEM 14: REPORT OF ACTION(S) TAKEN IN CLOSED SESSION**

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**RECOMMENDED ACTION(S):**

*Review and discuss local government and legislative informational matter(s) and take action(s) as deemed appropriate.*

**CONTACTS (staff responsible): PALUDI/PEREA**