



**ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA**  
**TRABUCO CANYON WATER DISTRICT**  
**32003 DOVE CANYON DRIVE, TRABUCO CANYON, CA**  
**ADMINISTRATION FACILITY, BOARDROOM**  
**APRIL 6, 2022 AT 7:00 AM**

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**COMMITTEE MEMBERS**

Stephen Dopudja, Committee Chair  
Michael Safranski, Committee Member  
Ed Mandich, Committee Member Alternate

**DISTRICT STAFF**

Fernando Paludi, General Manager  
Michael Perea, District Secretary  
Lorrie Lausten, District Engineer  
Gary Kessler, Water System Superintendent  
Jason Stroud, Maintenance Superintendent

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**AGENDA NOTE:**

*Trabuco Canyon Water District (District) will make this Engineering/Operational Committee Meeting available by telephone audio as follows:*

**Telephone Audio:** 1 (669) 900-6833

**Access Code:** 973-7562-7682

*Persons desiring to monitor the Committee meeting agenda items may download the 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 Committee 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 7:00 a.m. (PDT) on the day of the meeting.*

**CALL MEETING TO ORDER**

**VISITOR PARTICIPATION**

*Members of the public wishing to address the Committee regarding a particular item on the agenda are requested to submit public comments by email to the Committee at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). The Committee Chair will call on the visitor following the Committee's discussion about the matter. Committees do not constitute a quorum of the Board of Directors and Committee Members cannot make decisions on matters. The Committee makes recommendations only to the Board of Directors. Members of the public will be given the opportunity to speak to the Committee prior to making a recommendation on the matter. 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.*

**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 Committee at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). 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.*

**COMMITTEE MEMBER COMMENTS**

**REPORT FROM THE GENERAL MANAGER**

TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA | APRIL 6, 2022

**ENGINEERING MATTERS**

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**PRESENTER(S): FERNANDO PALUDI, GENERAL MANAGER  
MICHAEL PEREA, ASSISTANT GENERAL MANAGER  
LORRIE LAUSTEN, DISTRICT ENGINEER**

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

**RECOMMENDED ACTION:**

*Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar).*

1. *March 2, 2022 Committee Meeting*

**ITEM 2: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

**RECOMMENDED ACTION:**

*Approve and recommend the Board of Directors ratify the purchase of two (2) replacement pumps from Evans-Hydro in the amount of \$55,912, plus tax and freight, for the Golf Club Sewer Lift Station (Action Calendar).*

**ITEM 3: SOCWA JPA DISCUSSIONS UPDATE**

**RECOMMENDED ACTION:**

*Committee to receive information at the time of the Committee Meeting.*

**ITEM 4: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES**

1. 2021 System Wide Master Plan and Condition Assessment Project
2. OC Rescue Mission Meter Relocation
3. Other Projects

**RECOMMENDED ACTION:**

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

**OPERATIONAL MATTERS**

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**PRESENTER(S): GARY KESSLER, WATER SYSTEM SUPERINTENDENT  
MICHAEL PEREA, ASSISTANT GENERAL MANAGER  
JASON STROUD, MAINTENANCE DEPARTMENT SUPERINTENDENT**

**ITEM 5: WATER SYSTEM UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*



**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA | APRIL 6, 2022**

**ITEM 6: WASTEWATER SYSTEM UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**ITEM 7: MAINTENANCE DEPARTMENT UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**REGULATORY AND OTHER MATTERS**

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**ITEM 8: OTHER MATTERS/REPORTS**

**RECOMMENDED ACTION:**

*Hear Other Matters/Reports that may have arisen after the posting of the agenda.*

**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) or 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).*

**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.*



**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**ADMINISTRATIVE MATTERS**

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

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**RECOMMENDED ACTION:**

*Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar):*

1. *March 2, 2022 Committee Meeting*

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



## TRABUCO CANYON WATER DISTRICT ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | MARCH 2, 2022

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### **DIRECTORS PRESENT**

Stephen Dopudja, Committee Chair  
Ed Mandich, Committee Member Alternate

### **STAFF PRESENT**

Michael Perea, Assistant General Manager  
Lorrie Lausten, District Engineer  
Karen Warner, Principal Accountant  
Gary Kessler, Water Superintendent  
Jason Stroud, Maintenance Superintendent  
Oscar Ulloa, Wastewater Chief Plant Operator  
Lisa Marie Sangi, Executive Assistant

### **CONSULTANTS PRESENT**

Joey Gutierrez, JIG Consultants

### **PUBLIC PRESENT**

None

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

None

### **CALL MEETING TO ORDER**

Director Dopudja called the March 2, 2022 Engineering/Operational Committee Meeting to order at 7:00 AM.

### **VISITOR PARTICIPATION**

No comments were received.

### **ORAL COMMUNICATION**

No comments were received.

### **COMMITTEE MEMBER COMMENTS**

Director Mandich reported on his attendance at the Community Associations of Rancho (CAR) meeting, and he inquired if the Board Room is available for group meeting use.

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

Mr. Perea reported on the following matters:

- Mr. Paludi was out of the office.
- The District's Administration Facility had re-opened to the public on March 1, 2022, and that local third-party user will have access to the Board Room on April 4, 2022.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | MARCH 2, 2022**

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

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

**RECOMMENDED ACTION**

Director Dopudja and Mr. Perea recommended that the Engineering/Operational Committee Meeting Recap(s) be forwarded to the Board of Directors for approval (Consent Calendar).

**ITEM 2: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING DIMENSION WATER TREATMENT PLANT (DWTP) OFFICE AND STORAGE IMPROVEMENTS**

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Ms. Lausten presented this matter for Committee review, and she introduced Mr. Gutierrez to the Committee. Ms. Lausten provided a brief overview of the project, and she highlighted the current condition of the Dimension Water Treatment Plant (DWTP) office trailer with project photos. Ms. Lausten reviewed the proposed construction plans and engineer's cost estimate. Discussion occurred concerning the proposed plans, trailer layout, and previous onsite improvements. Mr. Gutierrez highlighted some of the minor site work will need to be done to accommodate the relocation of the new office trailer.

**RECOMMENDED ACTION:**

The Committee recommended forwarding this matter to the Board for consideration and review (Action Calendar).

**ITEM 3: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING BELL CANYON SEWER LIFT STATION REHABILITATION PROJECT**

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Ms. Lausten presented this matter for Committee consideration, and she reported this was the final project status report for this facility. Ms. Lausten briefly reviewed some of the project close out items that have been completed, and she reviewed the final project costs with the Committee.

**RECOMMENDED ACTION:**

The Committee recommended forwarding this matter to the Board for consideration and review (Action Calendar).

**ITEM 4: OTHER ENGINEERING AND OPERATIONS PROJECTS,**

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***1. Golf Club Lift Station Motor Control Center Upgrade***

Ms. Lausten provided a brief project update, and she reported that District staff will perform a factory witness test of the Motor Control Center (MCC) at TESCO Controls in Sacramento. Ms. Lausten reviewed the project timeline for MCC installation. Mr. Ulloa provided a brief overview of the station bypass plans and system redundancies.

***2. Saddleback Meadows Development***

Ms. Lausten reported that there was no update on this matter at this time.

***3. Saddlecrest Development***

Ms. Lausten reported that there was no update on this matter at this time.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | MARCH 2, 2022**

**4. Other Projects**

- Ms. Lausten reported that District staff is currently working with ATS Communications on a possible agreement with Dish Wireless for the installation of cellular communications equipment at an appropriate District facility.
- Ms. Lausten provided an update on the proposed repairs to the V.P. Baker pipeline which would impact TCWD supplies, and she provided a shutdown timeline schedule. Director Dopudja advised District staff of a potential conflict of interest issue, and he requested that staff update the Board on this matter in the event action is needed related to this project.
- Ms. Lausten provided a brief update on the 2022 Water Quality Reports (Consumer Confidence Reports – CCRs). Ms. Lausten reported that many agencies have transitioned from mailed hard copies to providing customers with an electronic version as there is no requirement for a copy to be mailed. The Committee requested additional information as to which agencies opt for electronic versions of CCRs and how this change would be communicated to District customers. Ms. Lausten responded that she would provide this information to the Committee.
- Mr. Perea reported on his and Ms. Lausten’s attendance at the Orange County Water District (OCWD) Emergency Groundwater Supply for South Orange County Agencies meeting, and he provided a brief review of the proposed terms discussed at the meeting. Discussion occurred concerning the District’s current emergency storage available and the importance of balancing system redundancy and cost effectiveness. Mr. Perea reported that OCWD will hold a follow-up meeting in a few months.

**RECOMMENDED ACTION**

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

**ITEM 5: WATER SYSTEM UPDATES**

Mr. Kessler reviewed the projects and repairs for a February 2022, and he reported that Water Operations staff has completed the following tasks:

1. Repaired a one-inch service line on Rose Canyon located in Trabuco Canyon.
2. Replaced a customer curb stop on Longridge Drive in the Trabuco Highlands Community.
3. Worked with Ferreira Construction to replace a 3-valve cluster on Longridge Drive and Lark Grove Circle in the Trabuco Highlands Community.
4. Worked with the Meter department to replace a three-inch meter to O’Neil Park.

Mr. Kessler reviewed the Monthly Water System Operations Summary with the Committee.

**RECOMMENDED ACTION**

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

**ITEM 6: WASTEWATER SYSTEM UPDATES**

Mr. Ulloa reviewed the projects and repairs for February 2022, and he reported that Wastewater Operations staff had completed the following tasks:

1. Replaced the worn chlorine lines and valves for the recycled effluent disinfection located in the chloring building at the Robinson Ranch Wastewater Treatment Plant (WWTP).
2. Installed a reverse osmosis system to create distilled water for lab procedures at the WWTP.
3. Repaired a four-inch reclaim main line to the WWTP.
4. Worked with TESCO to upgrade and test the emergency call out system.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | MARCH 2, 2022**

Mr. Ulloa provided a review of the Monthly Non-Domestic Water (NDW) System Summary report for February 2022. He mentioned that the District's non-domestic water supplies are in good condition going into upcoming spring/summer months.

**RECOMMENDED ACTION**

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

**ITEM 7: MAINTENANCE DEPARTMENT UPDATES**

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Mr. Stroud reviewed the projects and repairs for January 2022, and he provided the additional highlights:

1. Delivered the new service truck to the Water department.
2. Performed various upgrades to service truck #6.
3. Conducted annual preventative maintenance on the emergency generator's with Duthie Power Services.
4. Assisted Hydrotech Electric with troubleshooting the Canyon Creek Booster Pump Station hydropneumatics system.
5. Worked with TESCO Controls on communication towers.
6. Assisted the Sanitation department on the recycled supply pipeline repair at the Robinson Ranch Wastewater Treatment Plant.

There was a discussion on the control panel compatibility of the new portable generator at various District facilities.

**RECOMMENDED ACTION**

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

**ITEM 8: OTHER MATTERS/REPORTS**

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Mr. Perea provided a brief update on the accident which involved the new replacement truck, and he reported that the claim was submitted to the District's insurance provider ACWA JPIA.

**RECOMMENDED ACTION**

There was no action taken.

**ADJOURNMENT**

Director Dopudja adjourned the March 2, 2022 Engineering/Operational Committee Meeting at 7:39 AM.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**ENGINEERING MATTERS**

**ITEM 2: DISCUSSION CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

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Trabuco Canyon Water District (District) owns and operates the Golf Club Sewer Lift Station (SLS) in the Dove Canyon community adjacent to the golf club driving range. This station receives wastewater flows from the majority of the community by way of Bell Canyon and Barneburg Sewer Lift Stations and gravity sewer flows, and then conveys the wastewater to the Robinson Ranch Wastewater Treatment Plant via a sewer force main on Hillrise. The station was constructed in the early 1990s and has undergone minor improvements since that time, but there are a series of critical repairs and improvements that Wastewater Operations and Maintenance Department (O/M) staff have identified for the station (Exhibit 1).

**1. Sewer Force Main Isolation Valve**

In March 2021, the District contracted with Ferreira Construction and Koppel for the installation of an in-line isolation valve on the force main to allow for O/M staff to replace plug valves and check valves in the Station Dry Pit. *This work is complete.*

**2. Station Bypass Valve Assembly and Repair to Existing Surge Tank**

In December 2021, District staff contracted with Ferreira construction and DB Sales to install a bypass valve assembly and repair the existing surge tank. The sewer bypass valve assembly is typical for most sewer pump stations to allow for both emergency and long-term repairs and improvements. *This work is complete.*

**3. Electrical System Improvements-Motor Control Center (MCC) Panel**

Some of the components in the MCC Panel have been replaced due to failure, but there were many other system components that have reached the end of life. In March 2022, District staff began work with Hydrotech Electrical for the replacement of the MCC. *This work is ongoing and scheduled to be completed on April 8, 2022.*

**4. Surge Tank Relocation/Replacement**

The existing tank is in poor condition, difficult to maintain and has reached the end of its service life. Engineering is working with O/M to replace the tank, relocate it outside in front of the building at the new bypass assembly and construct a permanent fence and gate around the front of the station. *This design is in progress.*

**5. Wet Well Improvements**

The following items in the wet well require repair and/or replacement: pump guide rails, wet well coating, and wet well lid. *Future project.*

**6. Dry Pit Improvements**

O/M staff have identified isolation valves, piping and appurtenances needing repair and/or replacement in the station. *Future project.*

The station consists of two (2) sets of pumps, with 2 stages each (4 pumps total). In August/September 2021, both first stage pumps (Wilo Submersible) in the wet well failed and the station is utilizing a spare back-up pump, along with a series of rental equipment for redundancy (Note that the first stage pumps were overhauled/new prior to their failure). The existing pumps were sent out for inspection, but Staff is unable to get a quote for the repair work due to procurement delays. Due to the critical nature of the station, District staff procured a quote for two (2) Wilo submersible replacement pumps from Evans-Hydro Inc. (Exhibit 2) with an estimate of 18-22 weeks for delivery.

**FUNDING SOURCE:**

Capital Improvement Program

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**FISCAL IMPACT:**

Current recommended action: \$55,912 plus tax and freight.

Total project related expense to date: \$400,000 (excluding bypass cost).

**ENVIRONMENTAL COMPLIANCE:**

Notice of Exemption was filed with the County of Orange on November 1, 2021.

**RECOMMENDED ACTION:**

*Approve and recommend the Board of Directors ratify the purchase of two (2) replacement pumps from Evans-Hydro, Inc. in the amount of \$55,912, plus tax and freight, for the Golf Club Sewer Lift Station (Action Calendar).*

**EXHIBIT(S):**

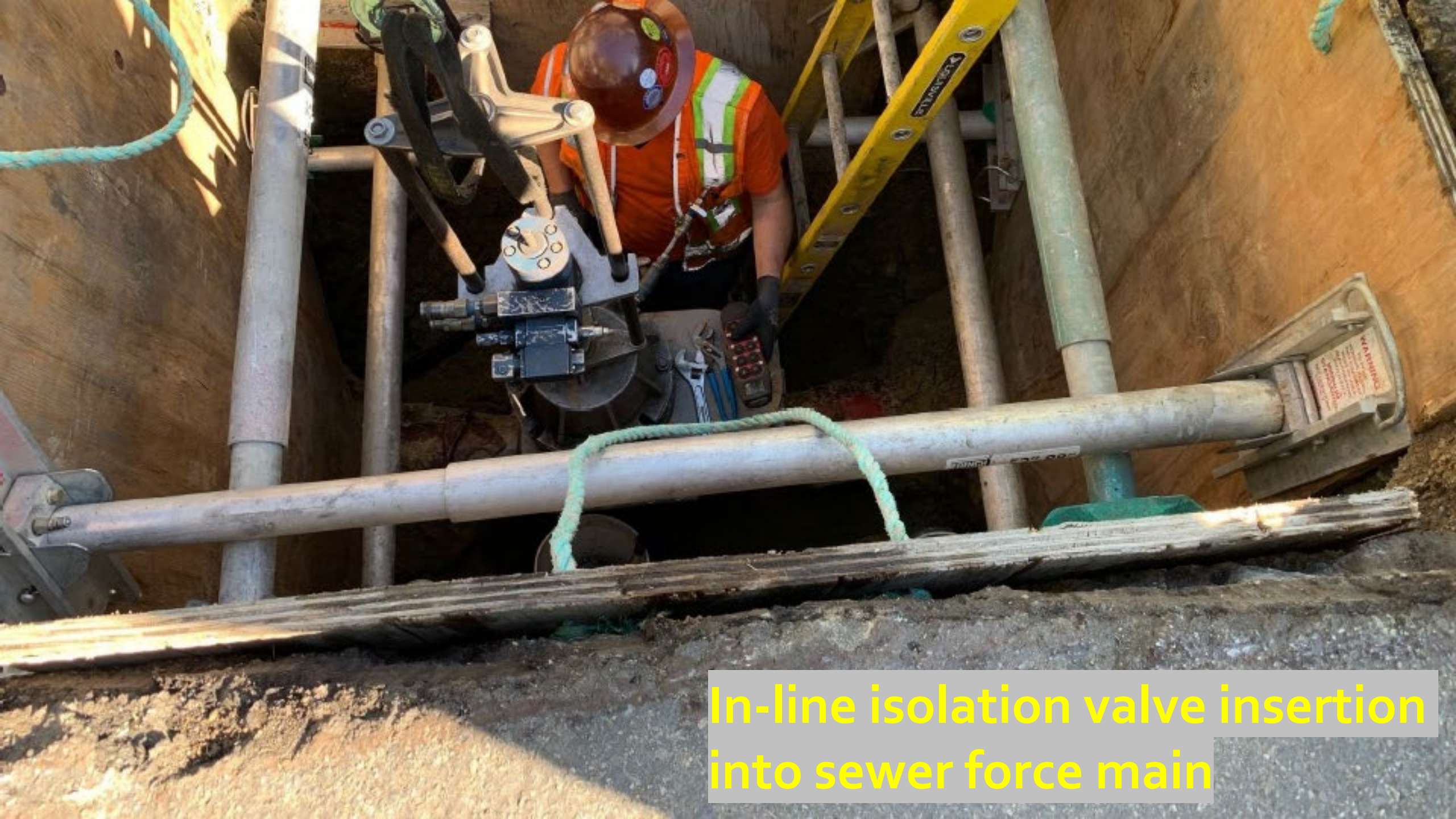
1. Project Photos
2. Evans-Hydro Quote

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

# GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS

Trabuco Canyon Water District  
E&O Meeting  
4/6/2022





In-line isolation valve insertion into sewer force main

# Dry Pit Surge Tank Welding Repair





Finished Force Main Bypass Valve / Tee





Previous Motor Control Center



**New Motor Control Center**

# Dry Pit Surge Tank, Wet Well, Piping, and Valves



Wet Well



**Evans HYDRO, Inc.**  
18128 S. Santa Fe Ave.  
Rancho Dominguez, CA. 90221



Phone: (310) 608-5801  
Fax: (310) 608-6936

March 17, 2022

Trabuco Canyon

Attention: Tony Quinonez/Jason Stroud

Subject: Wilo Submersible Pumps  
Evans Hydro Job Nº 74540 & 74541

Dear Gentlemen,  
Evans Hydro Inc. thanks you for your interest in our quality parts and services. We have received your pumps from your location and have completed the disassembly and inspection of the units.

We found both impellers hubs are broke allowing the impellers to fall.





We have contacted Wilo for pricing and to replace the units, listed below si the information and pricing per unit.

#### WILO PUMP

(1) WILO FA10.78Z T24-4/36KEx SUBMERSIBLE PUMP SST IMP WEAR RING, 50.28HP OIL FILLED MOTOR, 460V/3PH/60Hz, 1760RPM, 49' POWER CABLE, & MOISTURE & THERMAL CABLES.STD PANTONE GREEN 334 COATING. DN100 FRAME.

#### PRICING

Per unit

\$ 27,956.00 each

Delivery

18-22 weeks ARO

Payments terms:

**NET30**

Shipment terms:

**EX-works**

Terms and conditions:

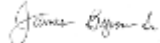
**Evans Hydro, Inc.**

Validity:

**30 Days**

Note: The prices for the above scope of work do not include any applicable taxes and freight. If you have any questions or need more information, please do not hesitate to contact us at (310) 608-5801 or e-Mail to: [kdixon@hydroinc.com](mailto:kdixon@hydroinc.com)

Sincerely,  
**Evans Hydro, Inc.**



**James R. Byrom, Sr.**  
President

cc: Jim Byrom, Jr. [jbyrom.jr@hydroinc.com](mailto:jbyrom.jr@hydroinc.com) 310.901.3462  
Kim Dixon

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**ENGINEERING MATTERS**

**ITEM 3: SOCWA JPA DISCUSSIONS UPDATE**

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The South Orange County Wastewater Authority (SOCWA) is a Joint Powers Authority (JPA) established in 2001 to facilitate and manage the collection, treatment, reuse, and disposal of wastewater across South Orange County. Each of the JPA's ten member agencies have different levels of financial participation in SOCWA depending on the services and infrastructure they rely on through specific Project Committees, or PCs.

As a member of SOCWA, Trabuco Canyon Water District's (District) participation in Project Committees is limited to PC-12 for the purpose of maintaining a Regional Board waste discharge permit for our water recycling operations. The District also purchases chemicals through SOCWA in order to receive a modest pricing discount. In total, the District is responsible for approximately 0.1% of the total SOCWA budget, including its allocation of O&M, PC-12, and SOCWA workforce unfunded pension liability (UAL) and retiree health benefits (OPEB). The District's portion of the SOCWA annual budget has averaged approximately \$43,000 over the past five years.

For the past several years, SOCWA and its member agencies have been involved in a collective effort to update the JPA agreement language and structure, and to clarify the process and conditions under which member agencies can exit the JPA. More recently, a group of member agencies (Ad Hoc Committee) has conducted a preliminary analysis of the pros and cons of transitioning SOCWA assets and operations to individual member agencies, leaving SOCWA as a service-based agency governed by an updated JPA. A presentation delivered by Moulton Niguel Water District on behalf of the Ad Hoc Committee at a recent SOCWA Special Board Meeting is included as Exhibit A for reference.

Two JPA members are either currently in the process of withdrawing from the JPA or have declared their intent to withdraw. The City of San Juan Capistrano's (CSJC) wastewater utility assets were transferred to Santa Margarita Water District (SMWD) pursuant to an Orange County LAFCO annexation action effective November 15, 2021. CSJC subsequently notified SOCWA of this annexation so that their withdrawal as a member of SOCWA will be effective on June 30, 2022 (the last day of the 2021-22 Fiscal Year), consistent with terms of the SOCWA JPA agreement. CJSC and SMWD's joint notification letter to each SOCWA member agency of their pending withdrawal is included as Exhibit B.

Irvine Ranch Water District desires to withdraw from the JPA and has proposed both a Term Sheet and Capacity Transfer and Withdrawal Agreement for consideration by SOCWA and its member agencies. Both documents are included as Exhibits C and D.

Staff is not recommending action from the Committee regarding these JPA-related issues at this time; however, discussion regarding the costs and benefits of the District's continued participation in SOCWA is warranted.

Additional information may be presented at the time of the Committee meeting

**FUNDING SOURCE:**

Not applicable

**FISCAL IMPACT:**

Not applicable

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**RECOMMENDED ACTION:**

*Committee to receive information at the time of the Committee meeting.*

**EXHIBIT(S):**

Exhibit A – SOCWA All Hands Presentation (March 11, 2022)

Exhibit B – City of San Juan Capistrano and Santa Margarita Water District letter dated March 18, 2022

Exhibit C – IRWD Withdrawal from SOCWA Term Sheet

Exhibit D – IRWD-SOCWA Capacity Transfer & Withdrawal Agreement

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

# *Review of Wastewater Operations*

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# Change is INEVITABLE

- Agencies are proposing to exit the JPA
  - Project Committee agreements are expiring
  - Grant opportunities (which warranted the original JPA) have evolved
  - Diversity and complexity of agencies' water reuse objectives
  - Need a holistic approach
  - Consideration of Transitioning Operations will include robust discussions on:
    - Potential advantages
    - Potential disadvantages
- OVERALL: Different world than when SOCWA JPA was formed

# Agencies' Goals

- MNWD
  - Reuse opportunities (e.g. DPR) at the Regional Treatment Plant
  - Reduce costs to member agencies and stabilize financial impacts to ratepayers
  - Utilize available resources to support operations and maintenance, including managing complex capital projects
- SMWD
  - Maximize recycled water opportunities, if any, at J.B. Latham Plant
  - Maintain centralized permitting, regulatory, and laboratory services
  - Maximize member agencies' resources including financial and operational

# Agencies' Goals (cont.)

- SCWD
  - Assess opportunities to enhance overall long-term operational and capital management of treatment, conveyance, and outfall facilities
  - Maximize recycled water opportunities at JB Latham and Coastal TP
  - Seek full understanding of current agency performance and metrics for comprehensive assessment and consideration of transitioning options
- CLB? CSC? CSJC?
- EBSD? ETWD? IRWD? TCWD?

# *Conceptual Operational Framework*

## JPA Agreement

Water  
Reclamation  
Permitting

Pretreatment  
Program

Laboratory  
Services

Regulatory  
Compliance

## Project Agreements

Treatment  
Plants

Ocean Outfalls

Effluent  
Transmission  
Mains

Other SOCWA-  
owned facilities  
(e.g. SC Land  
Outfall, etc.)

# Conceptual Framework (cont.)

- Governance by updated Project Agreements (similar to Baker WTP or JRWSS)
- Transition operation and ownership of assets to operating agencies
- Liability of assets reside within the Project Agreement (not the JPA)
  - Workers Comp responsibility of operating agency
- SOCWA remains as Service-based agency governed by updated JPA
  - Permitting and Regulatory support
  - Pre-treatment and Lab Services – Contract basis
- UAL/OPEB
  - SOCWA portion
  - Operating agency portion

# What are the reasons to do this?

- Reduced costs to member agencies
- Simplified governance and oversight
  - Impacted agencies manage impacted assets
  - Quarterly meetings (or as needed) to support permitting and regulatory needs
- Reduced liabilities for member agencies
- Increased “Bench” of resources for Operations and Maintenance staff
- Simplified financial management
  - Bill to actuals vs. Budget – no use audit or large quantity of cash on hand
  - Operating agencies maintain financial reserves

# Financial Impact

Identified cost drivers:

- Administration and General Fund Budget decreases by \$1.0 million
  - Fringe Rate decrease
  - Reduction of duplicate costs (e.g. licenses, dues and memberships)
- 61 of the 64 positions remain
  - 3 executive level positions duplicative

Operations and Maintenance (Includes GF & Admin)				
	SOCWA FY 21-22 Budget	Draft Proposal (FY 21-22)	Difference	Percent
CoLB	\$ 2,187,387	\$ 1,987,000	\$ 200,387	9.2%
CoSC	225,296	200,000	25,296	11.2%
ETWD	914,848	834,000	80,848	8.8%
EBSD	175,894	141,000	34,894	19.8%
IRWD	220,944	190,000	30,944	14.0%
MNWD	8,767,486	8,092,000	675,486	7.7%
SCWD	3,911,751	3,562,000	349,751	8.9%
TCWD	23,773	17,000	6,773	28.5%
SMWD*	2,809,887	2,574,000	235,887	8.4%
CoSJC*	1,875,393	1,707,000	168,393	9.0%
	\$ 21,112,658	\$ 19,304,000	\$ 1,808,658	8.6%
SMWD/CoSJC*	\$ 4,685,280	\$ 4,281,000	\$ 404,280	8.6%

Collective annual savings of \$1.8M minimum.....

# Potential Concerns

- *What happens to the existing SOCWA employees?*
  - 61 of the 64 (95%) existing staff would remain or be transitioned to operating agencies
  - Existing SOCWA staff are vital to the transition and success
  - Opportunity to explore avenues available within a full-service organization
- *No Regional Platform for collaboration*
  - SOCWA remains as a permitting/regulatory agency
  - Regional purchasing contracts will still be implemented
- *Individual agencies assume liability for operations*
  - Mitigated/clarified with project agreement language

# Potential Concerns (cont.)

- *Are savings guaranteed?*
  - Projections are conservative
  - Project agreements can stipulate guaranteed initial savings and expected future savings
- *Efficiencies of staff that splits time amongst multiple facilities*
  - Additional efficiencies to be gained
  - Refined at future stage when operating agencies are confirmed
- *Individual agency goals regarding SOCWA's UAL/OPEB*
  - Understand goals then work on mechanism to address

# What are the next steps?

- Solicit input/feedback from the SOCWA member agencies
  - Seeking input on the governance, policy, and administrative aspects of proposed structure
  - Propose to use third party to facilitate discussions with individual member agencies
    - Less than \$50K effort reporting to Board Ad-Hoc (bring on by April)
  - Ensure positive outcomes for all agencies
- Consolidate responses and bring back to a future all-hands meeting (May/June)
- Identify gaps or areas of concern to be addressed
- Consider next steps to moving these changing conditions forward
- No action is not an option
  - Holistic action necessary as opposed to a PC-by-PC approach over the next decade



Santa Margarita  
Water District



***Via FedEx and Email***

March 18, 2022

Mr. Stephen Dopudja, Board Vice President  
Mr. Glenn Acosta, Board Director  
Mr. Fernando Paludi, General Manager  
Trabuco Canyon Water District  
32003 Dove Canyon Drive  
Trabuco Canyon, CA 92679

**Subject: Withdrawal of the City of San Juan Capistrano (“CSJC”) from South Orange County Wastewater Authority (“SOCWA”)**

Dear Managers:

As you are aware, effective November 15, 2021, per order of Orange County Local Agency Formation Commission (“LAFCO”) pursuant to LAFCO Resolution DA 20-21 and pursuant to its authority under Government Code Section 56886 CSJC transferred all assets, obligations, and liabilities of the wastewater utility in, PC No. 2 and No. 5 of SOCWA to the Santa Margarita Water District (“SMWD”). By operation of law SMWD assumed all rights, title, interest, duties, and obligations of CSJC in SOCWA and particularly in PC No. 2 and No. 5.

Per the attached letter (“Notice Letter”) and consistent with section 12.3 of the SOCWA JPA Agreement, notice of SMWD’s annexation of CSJC’s wastewater utility, effective November 15, 2021, was provided to SOCWA. Accordingly, CSJC’s withdrawal as a member of SOCWA shall be effective on June 30, 2022 (the “Withdrawal Date”), the last day of the 2021-22 Fiscal Year.

A copy of the Assignment and Assumption Agreement (“Assignment Agreement”) between CSJC and SMWD, dated September 27, 2021, is attached for reference. Section 5 of the Assignment Agreement addresses SOCWA Membership and Governance matters prior to the Withdrawal Date.



CSJC Withdrawal from SOCWA  
March 18, 2022

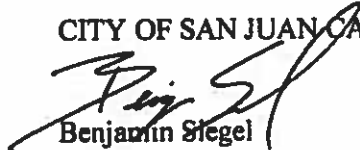
Sincerely,

SANTA MARGARITA WATER DISTRICT



Daniel R. Feron  
General Manager

CITY OF SAN JUAN CAPISTRANO



Benjamin Siegel  
City Manager

CC: Ms. Betty Burnett, SOCWA General Manager  
Ms. Adrianna Ochoa, SOCWA General Counsel

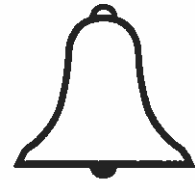
Attachments: Notice Letter ("Assignment of City of San Juan Capistrano Capacity in SOCWA  
Project Committees")  
Assignment Agreement



**BOARD OF DIRECTORS**

CHARLES T. GIBSON  
SAUNDRA F. JACOBS  
JUSTIN McCUSKER  
BETTY H. OLSON, PH.D  
FRANK URY

DANIEL R. FERONS  
GENERAL MANAGER



**Santa Margarita Water District**

Ms. Betty Burnett  
General Manager  
South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point, CA

Subject: Assignment of City of San Juan Capistrano Capacity in SOCWA Project Committees

Dear Ms. Burnett:

Attached is an executed agreement between the City of San Juan Capistrano (City) and the District assigning all the City's rights, title, interest, duties and obligations under the Project Committee Agreements to the District as the effective date of the Annexation of the City's utilities to the District. The effective date is currently anticipated to be November 15, 2021. The City will initiate withdrawal from SOCWA after the effective date per the Joint Exercise of Powers Agreement.

The District is requesting SOCWA to call appropriate Project Committee meetings to meet any requirements of SOCWA to effect the required changes including but not limited to capacity allocations, cost allocations and ongoing projects.

Please let me know if you have any comments or questions.

Very Truly Yours,  
SANTA MARGARITA WATER DISTRICT

A handwritten signature in cursive script, appearing to read 'Daniel R. Ferons'.

Daniel R. Ferons  
General Manager

CC  
Adriana Ochoa, General Counsel  
Chairman Collings

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **Assignment and Assumption Agreement**, dated as of September 27, 2021 (this "**Agreement**"), is entered into by and between **SANTA MARGARITA WATER DISTRICT**, a California Water District duly organized and existing under Division 13 of the Water Code of the State of California (the "**Assignee**" or "**SMWD**"), and the **CITY OF SAN JUAN CAPISTRANO**, a municipality duly organized and existing under and by virtue of the laws of the State of California (the "**Assignor**" or "**City**"). Assignor and Assignee are, together, referred to in this Agreement as the "**Parties**" and, individually, as a "**Party**."

### RECITALS

- A. The Parties entered into an Annexation Agreement dated as of January 21, 2020 (the "**Annexation Agreement**") wherein City agreed to transfer its potable water system and recycled water system and its wastewater system (collectively the "**Utilities System**") to SMWD in accordance with the terms of the Annexation Agreement and after approval of and consistent with any terms and conditions established by the Orange County Local Agency Formation Commission ("**LAFCO**").
- B. City and SMWD are member agencies of the South Orange County Wastewater Authority, a California joint powers authority ("**SOCWA**").
- C. SOCWA was formed pursuant to a Joint Exercise of Powers Agreement entered into as of July 1, 2001, which brought together former joint powers agencies known as South East Regional Reclamation Authority ("**SERRA**") formed March 9, 1970, Aliso Water Management Agency ("**AWMA**") formed March 1, 1972, and South Orange County Reclamation Authority ("**SOCRA**") formed November 29, 1994. The formation of SOCWA terminated the existence of SERRA, AWMA, and SOCRA and the July 1, 2001 Joint Exercise of Powers Agreement provided that certain underlying agreements for the construction and operation of facilities ("**Project Committee Agreements**") continued as to terms, conditions, and obligations of the parties for facilities of SERRA, AWMA and SOCRA that transferred to SOCWA under its July 1, 2001 Joint Exercise of Powers Agreement ("**SOCWA JPA Agreement**").
- D. SOCWA consolidated interests in Project Committee Agreements into one legal entity with ownership of various wastewater treatment and reclamation facilities and responsibility for operations, maintenance, administration and capital improvements for such facilities. Each participating member agency or party in SOCWA was recognized as holding allocated shares of capacity, with attendant rights and obligations under the Project Committee Agreements.
- E. As a member agency of SOCWA, the City is a participant in certain agreements more particularly described in Exhibit "A" to this Agreement (the "**Project Agreements**") which establish capacity rights and obligations for specific wastewater facilities, interests in certain operational permits, and other rights and obligations related to specific projects.
- F. SMWD is also a participant in all of the City Project Agreements, and the City desires to assign all of its rights, title, interests, duties responsibilities and obligation in the Project

Agreements to SMWD and SMWD desires to accept such assignment to effectuate the annexation of the City's Utilities System to SMWD, with such assignment and acceptance to be effective as of the Annexation Effective Date (as defined in the Annexation Agreement).

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**AGREEMENT**

**1. Recitals.**

The recitals above are hereby incorporated in and made a part of this Agreement.

**2. Assignment and Acceptance.**

As of the Annexation Effective Date, the Assignor, does unconditionally assign and transfer to the Assignee without recourse, all of its rights, title, interest, duties and obligations under the Project Agreements and all rights, title, interests, duties and obligations held by Assignor arising from participation in any SOCWA project committees (including but not limited to such rights, title and interests relating to any personal or real property) and the Assignee unconditionally accepts all of the Assignor's rights, title, interest, duties and obligations under the Project Agreements and all rights, title interests, duties and obligations held by Assignor arising from participation in any SOCWA project committees (including but not limited to such rights title and interests relating to any personal or real property).

**3. Representations and Warranties.**

The Parties represent and warrant that the execution, delivery and performance of this Agreement have been duly authorized by their respective governing boards by all necessary action.

The Parties represent and warrant that, as of the date of this Agreement, there is no claim, action or proceeding pending and notice of which has been received by such party, or to the knowledge of such party, threatened against such party before any court, arbitrator or governmental agency or regulatory or administrative agency or commission challenging the validity, enforceability or legality of this Agreement.

**4. Assumption of Post-Transfer Liabilities.**

From and after the Annexation Effective Date, Assignee shall be responsible for all obligations, claims, demands, actions, causes of action, liabilities, losses, costs, damages and expenses (of any nature whatsoever, in law or equity, known or unknown, foreseen or unforeseen, contingent or non-contingent), in any way related to or in any way arising out of or in connection with the Project Agreements, unless such obligations, claims, demands, actions, causes of action, liabilities, losses, costs, and damages or expenses both: (i) arose prior to the Annexation Effective Date, and (ii) are covered under Assignor's risk pool insurance (hereinafter "SOCWA Projects Post-Transfer Liabilities"). Assignee further agrees that from and after the Annexation Effective Date, Assignee

shall pay Assignor's applicable share of costs and expenses associated with Assignor's membership in SOCWA that are not attributable to a particular Project Agreement (including, without limitation, costs and expenses arising from the Assignor's withdrawal of its membership and any costs relating to pension and any other post-retirement benefits), whether such costs or expenses were incurred before, on or after the Annexation Effective Date ("SOCWA Membership Costs").

The intent of the foregoing is for Assignee to assume responsibility for all SOCWA Projects Post-Transfer Liabilities and not expand any liability of Assignee that would not have been the Assignor's liability during its participation in the Project Agreements.

**5. SOCWA Membership and Governance.**

Nothing in this Agreement is intended to affect the governance of SOCWA, except upon the Annexation Effective Date the City will cease being a Participating Member Agency, as such term is defined in the SOCWA JPA Agreement, with respect to all SOCWA Projects and related project committees and project agreements. The City shall remain a member of SOCWA until such time as withdrawal of the City occurs in accordance with the SOCWA JPA Agreement or any amendment thereto. The City, while it remains a member of SOCWA, will continue to appoint a director in accordance with the SOCWA JPA Agreement. Pursuant to Section 4 of this Agreement, after the Annexation Effective Date SMWD shall be responsible for all City SOCWA Membership Costs and SOCWA Projects Post-Transfer Liabilities.

**6. Indemnification.**

From and after the Annexation Effective Date, Assignee shall defend, with counsel approved by Assignor, indemnify and hold harmless the Assignor from and against (i) all SOCWA Projects Post-Transfer Liabilities; and (ii) all SOCWA Membership Costs. In addition, from and after the dated date of this Agreement, Assignee shall defend, with counsel approved by Assignor, indemnify and hold harmless the Assignor from and against any action or proceeding to attack, review, set aside, enjoin, void or annul this Agreement. Assignee shall also defend, with counsel approved by Assignor, indemnify and hold harmless Assignor's officials, employees and agents for any matter within the scope of the indemnification under this Section 5, to the same extent, and subject to the same limitations, that apply to the Assignor's obligations to defend, indemnify and hold harmless such Assignor officials, employees and agents under California law or applicable Assignor contract with those officials, employees or agents. Assignee shall not seek reimbursement or contribution from the Assignor for any cost, expenses or damages for, or related to, matters within the scope of the indemnification under this Section 5. The protections in favor of Assignor set forth in this Section 5 and in Section 4: (i) shall not be construed in any way to limit the protections in favor of Assignor under the provisions of the Annexation Agreement, and (ii) shall be in addition to the provisions of the Annexation Agreement.

**7. Governing Law and Venue.**

The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Venue for any action brought to enforce or interpret this

## EXHIBIT "A"

### PROJECT AGREEMENTS

1. That certain Agreement for Acquisition, Use, Operation, Maintenance and Expansion of Sewage Treatment Plant of City San Juan Capistrano By South East Regional Reclamation Authority for and on Behalf of Project Committee No. 2, dated June 28, 1973, ("PC 2 Agreement"), as amended by that certain Amendment No. 1, dated May 18, 1998, as further amended by that certain Amendment No. 2 dated June 29, 2000, and as supplemented by Addendum 1 to Amendment No. 2 dated October 5, 2006, Addendum 2 to Amendment No. 2 dated May 3, 2007, and Addendum 3 to Amendment No. 2 dated August, 2008.
2. That certain Agreement for Acquisition of Capacity, Construction, Use, Operation, and Maintenance of Outfall Facilities for South East Regional Reclamation Authority for and on Behalf of Project Committee No. 5 dated August 18, 1977, as supplemented by that certain Addendum dated November 10, 1977, and as amended by that certain Amendment No. 1 dated March 10, 1988, as further amended by that certain Amendment No. 2 dated March 14, 1991, as further amended by that certain Amendment No. 3 dated February 7, 2002, as further amended by that certain Amendment No. 4 dated October 5, 2006.
3. That certain Memorandum of Understanding between the South East Regional Reclamation Authority Acting on behalf of Project Committee No. 5 and all Member Agencies relative to the compliance of Capistrano Beach Sanitary District with the Discharge Requirements contained in Amendment No. 1 to Agreement for Acquisition of Capacity, Construction Use, Operation and Maintenance of Outfall Facilities for South East Regional Reclamation Authority dated March 10, 1988, as amended June 13, 1991.
4. That certain Agreement for Application for Waiver of Ocean Discharge Requirements for the South East Regional Reclamation Authority and on Behalf of Project Committee No. 17, dated September 7, 1982.
5. That certain Agreement for Application for Waiver of Ocean Discharge Requirements for the South East Regional Reclamation Authority and on Behalf of Project Committee No. 17, dated October 13, 1983, as amended by that certain Amendment No. 1 dated August 8, 1985, as further amended by that certain Amendment No. 2 dated October 10, 1985.
6. That certain Agreement for Funding of Management of the South East Regional Reclamation Authority Project Committee No. 15, dated November 10, 1982.
7. That certain Agreement for Design, Construction, Use, Operation and Maintenance of Solids Handling and Cogeneration Facilities at the J.B. Latham Regional Wastewater Treatment Plant for and on Behalf of South East Regional Reclamation Authority for and on Behalf of Project Committee No. 16 dated November 10, 1982.

8. That certain Agreement for the Preparation of a Master Plan for the South East Regional Reclamation Authority for and on Behalf of Project Committee No. 12 dated April 14, 1983.
9. That certain Agreement Between South East Regional Reclamation Authority on Behalf of Project Committee No. 19 and Participating Member Agencies of Project Committee No. 19 Relative to Expansion of J.B. Latham Regional Treatment Plant dated November 9, 1983.
10. That certain Agreement regarding Project Committee Nos. 2, 7 and 7-A of the South East Regional Reclamation Authority Relative to Verification of Liquid Treatment and Solids Handling Capacity at the Jay B. Latham Regional Wastewater Treatment Plant dated November 8, 1984, as further amended by that certain Amendment No. 1 dated May 18, 1998, as further amended by that certain Amendment No. 2 dated June 29, 2000, as further supplemented by Addendum 3 to Amendment No. 2 dated August 7, 2008.

**Without limiting the foregoing, "Project Agreements" shall include all agreements, including supplements and amendments thereto, for SOCWA projects for which the City is a participant.**

Agreement shall be brought in the appropriate federal or state court in or nearest to the South Orange County Judicial District, County of Orange.

**8. Cooperation.**

The Parties agree to execute such other and further documents, assignments and instruments and to take such other actions as are or may become necessary or convenient to carry out this Agreement.

**9. Authority.**

Each of the individuals executing this Agreement verifies that each of them has the authority to enter into this Agreement, that the necessary resolutions or approvals of the governing bodies of the City or SMWD, as applicable, have been passed or obtained, and that this Agreement shall be binding on the party for whom each of them is signing.

**10. Partial Invalidity.**

If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of any Party shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Parties hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**11. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**SANTA MARGARITA WATER DISTRICT,**  
a California Water District

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



Its: General Manager

Date: August 23, 2021

ATTEST: Tracy Kucharsky  
Santa Margarita Water District Secretary

APPROVED AS TO FORM:

Samuel L. Wong  
Sloan Sakai Yeung & Wong LLP,  
Santa Margarita Water District Special Counsel

CITY OF SAN JUAN CAPISTRANO,  
a municipality  
By: [Signature]  
Its: City Manager  
Date: 7-27-21

ATTEST: [Signature]  
City of San Juan Capistrano City Clerk

APPROVED AS TO FORM:  
[Signature]  
Richards, Watson & Gershon, A Professional Corporation,  
City of San Juan Capistrano Special Counsel

## **IRWD Withdrawal from SOCWA**

### **Term Sheet**

Version dated March 8, 2022

1. IRWD will assign its capacity in Reaches B through E of the Effluent Transmission Main (PC 21) and the Aliso Creek Ocean Outfall (PC 24) to El Toro Water District.
2. IRWD will continue to be governed by SOCWA's Pre-Treatment Rules/Regulations which will be managed through El Toro Water District.
3. IRWD will withdraw from SOCWA and will no longer be a member of the Joint Powers Authority.  
(Note: IRWD's current participation is in PCs 8, 21 and 24. IRWD previously withdrew from PC 12 and still pays for unfunded pension liability.)
4. IRWD will not have a representative on the SOCWA Board.
5. IRWD will fund its past and future portion of the public pension liability through El Toro Water District as billed from SOCWA for PCs 8, 12, 21 and 24.
6. After its withdrawal from SOCWA, IRWD will not be responsible to SOCWA for liabilities or claims relating to facilities operated by SOCWA that arise on or after the withdrawal date.

## IRWD-SOCWA Capacity Transfer & Withdrawal Agreement

This IRWD-SOCWA Capacity Transfer & Withdrawal Agreement (“**Agreement**”) is effective as of \_\_\_\_\_, 2022 (“**Effective Date**”) and is between Irvine Ranch Water District (“**IRWD**”), El Toro Water District (“**El Toro**”), and the South Orange County Wastewater Authority (“**SOCWA**”). The signatories to this Agreement are each referred to as a “**Party**,” and together as the “**Parties**.”

A. Overview. The *Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority* (“**SOCWA**”) dated July 1, 2001 (the “**Joint Powers Agreement**”) created a joint powers agency made up of several water purveyors and/or wastewater service providers within the San Juan Creek and/or Aliso Creek watershed. The current members of SOCWA are City of Laguna Beach, the City of San Clemente, the City of San Juan Capistrano/Capistrano Valley Water District, El Toro, Emerald Bay Services District, IRWD, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District, and Trabuco Canyon Water District (collectively, the “**Member Agencies**”). SOCWA owns and operates wastewater treatment facilities, transmission mains, and outfalls on behalf of its Member Agencies.

B. IRWD Project Committees. Where a SOCWA project or facility involves less than all of the SOCWA's member agencies, the affected member agencies form a “**Project Committee**” (or “**PC**”) that is responsible for the construction, operation, and maintenance of that facility. IRWD is currently a member of PC 8 (Pretreatment Program), PC 21 (Effluent Transmission Main), and PC 24 (Aliso Creek Ocean Outfall), and a former member of PC 12 (Water Reclamation Permits). El Toro is also a member of these four PCs, among others.

C. IRWD Withdrawal from SOCWA. IRWD has determined that it could achieve efficiencies with respect to its participation in and use of SOCWA's programs and facilities by assigning its interests in SOCWA to El Toro, withdrawing from SOCWA, and contracting directly with El Toro for use of capacity in the Effluent Transmission Main and Aliso Creek Ocean Outfall.

D. Project Committee 8 (Pretreatment Program). SOCWA's Project Committee 8 (“**PC 8**”) manages SOCWA's Pretreatment Program, including NPDES permits, for its facilities including the Effluent Transmission Main and Aliso Creek Ocean Outfall. IRWD, as successor to the Los Alisos Water District, and SOCWA, as the successor to the Aliso Water Management Agency (**AWMA**), are parties to the 1994 *Interagency Agreement Between the Aliso Water Management Agency (AWMA) and the Los Alisos Water District (LAWD) Facilitating the Pretreatment Program and Contracting With AWMA To Operate The Los Alisos Pretreatment Program* (the “**Interagency Agreement**”), attached as Exhibit 1, that provides for joint administration and enforcement of an industrial pretreatment program designed to ensure compliance with NPDES and other regulatory requirements in connection with IRWD's use of the Effluent Transmission Main and Aliso Creek Ocean Outfall. In compliance with federal and state law, IRWD intends to continue to fulfill its duties relating to pretreatment, including the adoption and enforcement of a Pretreatment Ordinance, consistent with SOCWA's pretreatment program and the Interagency Agreement.

E. Project Committee 12 (Water Reclamation Permits). IRWD is a former member of PC 12, which handles recycled water permitting. IRWD withdrew from PC 12 in 2018, and

although it is no longer a member, IRWD has continuing unfunded actuarial liability arising out of unfunded pension obligations ("**UAL**") and other post-employment employment benefits ("**OPEB**") obligations.

F. Project Committee 21 (Effluent Transmission Main). IRWD, El Toro and Moulton Niguel (together, the "**PC 21 Member Agencies**") are the participating Member Agencies of Project Committee 21 ("**PC 21**") (originally established as Project Committee No. 2), which governs Reaches B, C, D, and E of the Effluent Transmission Main (the "**Effluent Transmission Main**"). The Parties (or their predecessors) are signatories to the *Agreement for Design, Construction, Use, Operation, Maintenance, Repair and Replacement of Aliso Creek Interceptor Sewer and Pumping Stations for Aliso Water Management Agency For and On Behalf of Project Committee No. 2*, dated January 22, 1975, as amended on October 7, 1999; October 2, 2003; and May 19, 2005; as well as the *Memorandum of Understanding Regarding Allocation of Costs, Grant Funds, and the Use of Facilities Funded by Project Committee No. 2* (together, the "**PC 2/21 Agreement**"). Pursuant to the terms of the PC 2/21 Agreement, the Participating Members (as defined in those agreements) collaborated with AWMA to design, construct, operate, and maintain the Effluent Transmission Main. The AWMA was a joint powers agency established for the purpose of constructing a regional program for wastewater collection, treatment, and disposal. It was consolidated with two other regional water joint powers authorities to form SOCWA in 2001.

G. PC 21 Facility Usage Allocations. SOCWA's Effluent Transmission Main is segmented into 4 reaches, known as Reaches B, C, D and E. Pursuant to the PC 2/21 Agreements, in Reaches B, C, and D, IRWD and El Toro each maintain 50% capacity allocation. In Reach E, IRWD and El Toro each maintain a 23.29% capacity allocation, and Moulton Niguel maintains 53.42% capacity allocation. In addition to the capacity allocation, the PC 2/21 Agreement's Amendment No. 3 provides the terms and conditions under which IRWD may discharge its Shallow Groundwater Unit Effluent (SGU Effluent) and Reverse Osmosis Brine Discharge (RO Brine Discharge) from the Irvine Desalter Project Potable Treatment Plant into the Effluent Transmission Main.

H. Project Committee 24 (Aliso Creek Ocean Outfall). IRWD, El Toro, Moulton Niguel, South Coast, Laguna Beach, and Emerald Bay (together, the "**PC 24 Member Agencies**") are the participating Member Agencies of Project Committee 24 ("**PC 24**") (originally established as Project Committee No. 11-A), which governs the Aliso Creek Ocean Outfall.. The PC 24 Participating Members are signatories to the *Agreement for Acquisition of Capacity Construction, Use, Operation, and Maintenance of Outfall Facilities For Aliso Water Management Agency and For Such Agency On Behalf of Project Committee No. 11-A*, dated September 24, 1976, and subsequently amended five times between November 1976 and June, 1996 (the "**PC 24 Agreement**"). The PC 24 Agreement governed the financing, construction, operation, and maintenance of the Aliso Creek Ocean Outfall, as well as set capacity and use restrictions for each Participating Member Agency in PC 24.

I. PC 24 Facility Capacity Allocations. Pursuant to the PC 24 Agreement and the agreement of the PC 24 Member Agencies, the current capacity allocations in the Aliso Creek Ocean Outfall are as follows:

IRWD	15.76%
El Toro	16.30%

Moulton Niguel	43.85%
South Coast	12.31%
Laguna Beach	11.00%
Emerald Bay	0.78%

J. **Purpose.** The Parties intend by this Agreement to provide for: IRWD's assignment of its rights and duties in SOCWA and its facilities to El Toro; IRWD's payment of all UAL/OPEB liabilities associated with IRWD's historic membership in SOCWA; IRWD's concurrent withdrawal as a member agency from SOCWA; and confirmation of IRWD's continued participation in the Interagency Agreement relating to the NPDES permit and related pre-treatment program requirements.

The Parties therefore agree as follows:

1. **Assignment and Acceptance of Capacity Interests.** IRWD hereby assigns to El Toro and El Toro hereby accepts all of IRWD's capacity interests in SOCWA facilities including specifically the interests in the Effluent Transmission Main and Aliso Creek Ocean Outfall described above, and all rights and obligations pursuant to the PC 2/21 and PC 24 Agreements. Concurrently with this Agreement, IRWD and El Toro are entering into a *Joint Facilities Management Agreement* setting forth the terms under which IRWD will contract with El Toro for the right to continue to discharge into these facilities. The resulting capacity allocations within the Effluent Transmission Main and the Aliso Creek Ocean Outfall, effective as of the Effective Date, are as follows:

<b>Effluent Transmission Main (PC 2/21) Capacity Allocation Following Assignment</b>		
Reaches B, C, D	El Toro	100%
Reach E	El Toro	46.58%
	Moulton Niguel	53.42%

<b>Aliso Creek Ocean Outfall (PC 24) Capacity Allocation Following Assignment</b>	
El Toro	32.06%
Moulton Niguel	43.85%
South Coast	12.31%
Laguna Beach	11.00%
Emerald Bay	0.78%

2. **Withdrawal.** As of the Effective Date, IRWD is no longer a member of SOCWA and therefore no longer a member of the SOCWA Board of Directors, Project Committees 8, 21 and 24, or any other committee. Pursuant to the terms of this Agreement, El Toro will assume all of IRWD's rights and duties in connection with SOCWA and its Project Committees (including the right to discharge SGU Effluent and RO Brine Discharge into the Effluent Transmission Main and Aliso Creek Ocean Outfall) and UAL/OPEB obligations, except for compliance with the Interagency Agreement.

3. **Effect on SOCWA Board Membership.** El Toro will not obtain an additional seat on the SOCWA Board of Directors or any Project Committee as a result of this assignment and assumption; the number of directors on the SOCWA Board of Directors will be reduced by one director as a result of IRWD's withdrawal.

4. **UAL/OPEB Liability.** IRWD acknowledges its responsibility to pay SOCWA for IRWD's proportional share of any UAL/OPEB arising out of IRWD's participation in SOCWA, including its historical participation in PC 8, 12, 21, and 24. IRWD hereby assigns and El Toro hereby accepts IRWD's share of UAL/OPEB liability.

5. **Permitting and Pretreatment.** IRWD will continue to be a party to the Interagency Agreement and will continue to be governed by SOCWA's pre-treatment rules and regulations. SOCWA shall allocate to El Toro all costs associated with IRWD's share of the costs related to the Interagency Agreement.

6. **Costs.** After the Effective Date, IRWD will not have any responsibility to contribute toward any operational, maintenance, capital, or administrative costs incurred by SOCWA or its Member Agencies, except as provided in the *Joint Facilities Management Agreement*.

7. **Liability; Indemnity.** Except for IRWD's satisfaction of its obligations under the Interagency Agreement, SOCWA and its member agencies hereby release IRWD from any and all claims, legal, regulatory, enforcement, or administrative actions ("Claims") and shall indemnify, defend, and hold harmless IRWD from any Claims arising out of or relating to the debts, liabilities, operations, obligations, or facilities owned or operated by SOCWA or any of its Project Committees that arise on or after the Effective Date.

8. **Effect on Prior Rights.** The terms of this Agreement govern the Parties and supersede all contrary terms in prior agreements between the Parties, including but not limited to the Joint Powers Agreement.

9. **Miscellaneous.**

9.1 *Integration, Amendment.* This Agreement represents the entire understanding of the Parties as to their interests and obligations relating to: IRWD's assignment of its capacity rights in all SOCWA facilities to El Toro; IRWD's payment of all unfunded pension liabilities associated with IRWD's membership in SOCWA; IRWD's concurrent withdrawal as a member agency from SOCWA; and confirmation of IRWD's continued participation in the Interagency Agreement relating to the NPDES permit and related pre-treatment program requirements. To the extent that it contradicts or varies from this Agreement, no prior oral or written understanding will be of any force or effect with respect to the matters covered by this Agreement. As to IRWD and El Toro only, this Agreement shall be interpreted together with the *Joint Facilities Management Agreement*. This Agreement cannot be modified except in a writing approved and executed by all applicable Parties.

9.2 *Governing Law.* This Agreement is governed by the laws of the State of California and will be construed as if drafted by all Parties.

9.3 *Third Parties.* This Agreement does not create any third-party beneficiary or any rights in any person or party other than the Parties.

9.4 *Signing Authority.* Each Party represents and warrants that each person or persons executing this Agreement on its behalf is duly authorized to do so by the respective Party and that this Agreement binds the Parties.

9.5 *Notices.* Any written notice required by this Agreement must be made by U.S. mail or by reliable overnight courier and delivered to the following address, together with a courtesy copy by email:

To IRWD: Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
Attn: General Manager/Paul A. Cook  
(949) 453-5300  
cc by email to cook@irwd.com

With a Courtesy Copy by email to: burton@irwd.com

To El Toro: El Toro Water District  
24251 Los Alisos Blvd.  
Lake Forest, CA 92630

Attn: [ ]

With a Courtesy Copy by email to: \_\_\_\_\_

To SOCWA: South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point CA 92629

Attn: [ ]

With a Courtesy Copy by email to: \_\_\_\_\_

Any Party may, by written notice to the others, designate a different address or addressee, which will be substituted immediately for that specified above.

9.6 *Severability.* If any provision of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been set forth, and the remainder will be enforceable to the fullest extent permitted by law to effectuate the original intent of the Parties.

9.7 *Successors & Assigns.* The terms of this Agreement are binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the Parties.

9.8 *Counterparts*. This Agreement may be executed in counterparts, each of which is an original, but all of which together will constitute one and the same instrument.

The Parties are signing this Agreement as of the Effective Date.

**IRVINE RANCH WATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul A. Cook, General Manager

Approved as to Form:  
Hanson Bridgett, LLP

By: \_\_\_\_\_  
District Counsel

**EL TORO WATER DISTRICT**

Dated: \_\_\_\_\_

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

Approved as to Form:

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

**SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY**

Dated: \_\_\_\_\_

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

Approved as to Form:

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

The following Member Agencies of SOCWA consent to this Agreement:

**City of Laguna Beach**

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

**City of San Clemente**

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

**City of San Juan Capistrano/ Capistrano Valley Water District**

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

**El Toro Water District**

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

**Emerald Bay Services District**

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

**Moulton Niguel Water District**

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

**Santa Margarita Water District**

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

**South Coast Water District**

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

**Trabuco Canyon Water District**

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

Exhibit 1

INTERAGENCY AGREEMENT  
BETWEEN  
THE ALISO WATER MANAGEMENT AGENCY (AWMA)  
AND  
THE LOS ALISOS WATER DISTRICT (LAWD)  
FACILITATING THE PRETREATMENT PROGRAM  
AND CONTRACTING WITH AWMA TO OPERATE  
THE LOS ALISOS PRETREATMENT PROGRAM

**WHEREAS**, an agreement was entered into on March 1, 1972 creating the Aliso Water Management Agency (hereafter called AWMA), a Joint Powers Authority, for the purpose of acquiring, owning, constructing, and operating and maintaining regional wastewater treatment and disposal facilities, by and between the Los Alisos Water District (hereafter called LAWD), the El toro Water District, the Moulton Niguel Water District, the South Coast Water District, the City of Laguna Beach, the Emerald Bay Service District, and the Irvine Ranch Water District; and

**WHEREAS**, the Federal Pollution Control Act of 1972, the Clean Water Act of 1977 and amendments, the federal general Pretreatment Regulations (40 CFR 402) of 1978 and amendments, the California Code of Regulations (Title 23 Subchapter 9) and the National Pollution Discharge Elimination System (NPDES) permit for the AWMA Ocean Outfall require that AWMA service area have an industrial pretreatment program that complies with all federal and state regulations; and

**WHEREAS**, on September 12, 1982, the AWMA member agencies approved the adoption of the Aliso Water Management Agency Industrial Waste Ordinance, which established and defined the AWMA Pretreatment Program, and

**WHEREAS**, on December 1, 1982, the Environmental Protection Agency approved the AWMA Pretreatment Program; and

**WHEREAS**, during March 1989 the State of California, Regional Quality Control Board, San Diego Region, in coordination with the Environmental Protection Agency, Region IX, conducted an audit of the AWMA Pretreatment Program and found deficiencies therein; and

**WHEREAS**, the parties hereto in order to correct said deficiencies adopted an ordinance Establishing Regulations for the Discharge of Wastewater to Facilities of the Los Alisos Water District, (hereafter "Pretreatment Ordinance") which established the rules and regulations for discharge of industrial wastewaters to the LAWD, and

**WHEREAS**, the Pretreatment Ordinance provides for AWMA to, upon request by the member agency, administer and operate that member agency's program; and

**WHEREAS**, LAWD desires to have AWMA administer and operate their pretreatment program; and

**NOW THEREFOR**, the parties hereto agree to the following:

## **Section 1. Authority**

1. As required by 40 CFR 403.8, AWMA has responsibility for overseeing the conduct of the requirements of the Pretreatment Ordinance within the area tributary to the AWMA Ocean Outfall. To accomplish this responsibility, AWMA will provide oversight services to LAWD, such that AWMA can be confident that the Pretreatment Ordinance and related rules and regulation are being enforced by LAWD.

## **Section 2. Services to be Provided by AWMA**

1. AWMA will provide the following services to LAWD when overseeing the LAWD Pretreatment Program:
  - 1) Development and approval of Industrial Waste Regulations. AWMA will develop Industrial Waste Regulations consistent with applicable federal and state laws. AWMA will cause to have such regulations reviewed and approved by LAWD, the Regional Water Quality Control Board, the State Water Resources Control Board and the Environmental Protection Agency.
  - 2) Standardization of Industrial Waste Program. AWMA will develop uniform procedures and forms for use in the LAWD program. AWMA will supply LAWD with a procedure manual that will define the interface between the Agencies and the oversight responsibilities of AWMA.
  - 3) Industrial User Database. AWMA will compile LAWD supplied information on industrial users in LAWD's service area into a master database. Such information will be kept updated as information is received from LAWD.
  - 4) Local Limits Development. AWMA will perform, conduct or contract for services necessary to determine the local limits for LAWD's share of capacity rights in AWMA facilities.
  - 5) General Oversight. AWMA will perform general oversight duties related to a) reviewing, numbering and signing industrial waste permits, b) reviewing monitoring and periodic reports, c) conducting regular meetings with LAWD staff to ascertain program status, d) reporting to regulatory agencies regarding LAWD's general compliance with pretreatment regulation, and e) periodically auditing LAWD and selected industrial discharges on their compliance with the program.
  - 6) Central Files and Computerized Reporting. AWMA will develop and maintain centralized files containing records of all AWMA member agency programs.

2. Administration and operation of LAWD's Pretreatment Program.

1) Pretreatment Program Audit. AWMA shall complete the work required to comply with the inadequacies noted in the Pretreatment Program Audit issued by the San Diego Regional Water Quality Control Board.

2) Program Administration. AWMA shall provide general administrative, managerial, oversight and clerical services to LAWD in order to effectively and consistently conduct the LAWD Pretreatment Program.

3) Permit Services. LAWD will transmit to AWMA each application for an industrial waste permit submitted to LAWD. AWMA staff will review the application, and if appropriate, recommend joint issuance of a permit and permit conditions.

4) Inspection and Monitoring Services. AWMA will take such samples and conduct such monitoring and inspections as is necessary to fulfill the requirements of the Pretreatment Ordinance. For those monitoring services that are to be billed to a permit holder, AWMA will submit a accounting of costs to LAWD who shall then bill the permit holder.

5) Reporting Services. AWMA shall prepare all reports necessary to comply with requirements of the Pretreatment Ordinance. AWMA shall also review and approve the reports submitted by permit holders to comply with their permit requirements.

6) Enforcement Services. Under the direction of LAWD, AWMA will enforce the provisions of the Pretreatment Ordinance. Such services shall include but not be limited to: interpreting regulations regarding violations of the Pretreatment Ordinance, drafting correspondence to violators, holding meeting with violators, inspecting and monitoring violators for compliance, and assisting with litigation.

**Section 3. Services to be Provided by LAWD**

1. Agency Representative. LAWD will provide an authorized staff member to interface with AWMA staff on pretreatment program issues. Such representation will be of sufficient rank to make commitments and decisions within the scope of the Pretreatment Ordinance, on behalf of LAWD.

2. Treatment Plant Analyses. LAWD will provide, on a quarterly basis, a full analyses of the influent, effluent, and sludge flows/tonnage from their treatment plant in accordance with requirements of the Pretreatment Ordinance. Such analyses will include NPDES permit parameters, EPA pollutants of concern, and RCRA Appendix 9 scans.

3. Data Management. LAWD shall provide to AWMA copies of permit applications and correspondence relating to pretreatment program issues generated or received by LAWD.

#### **Section 4. Responsibilities of AWMA**

1. AWMA shall perform the duties specified in the agreement in a timely, efficient and consistent manner. In the performance of these services, AWMA warrants that it shall not proceed to take any constructive, corrective or enforcement action without first obtaining the approval of the responsible representative of LAWD.
2. In the event that LAWD is unable or unwilling to enforce the Pretreatment Ordinance, this agreement or any other related document concerning the type and condition of sewage and wastes discharged to the AWMA sewage system, AWMA has the responsibility to take such action as is necessary to enforce such documents.

#### **Section 5. Responsibilities of LAWD.**

1. LAWD shall adopt and enforce ordinances, resolutions, and rules and regulations concerning the type and condition of sewage and waste permitted to be discharged into the sewers under their control. They shall prohibit persons and users of every kind and nature (including public agencies of all types) from discharging any sewage or wastes which would be detrimental to any part of the AWMA sewage transmission, treatment or disposal facilities. Such rules, regulations and ordinances shall not conflict with the rules, regulations and ordinances adopted by AWMA.

#### **Section 6. Budget**

1. By April 1 of each year, AWMA shall prepare an estimated budget detailing the costs to perform the services listed herein and submit said budget to LAWD. Upon review and approval of said budget by the parties hereto, LAWD shall be invoiced on a semi-annual basis for the amounts stated in the budgets.
2. AWMA staff shall keep detailed records of actual costs incurred, and such costs shall be applied to LAWD's contribution. Upon the conclusion of the fiscal year, the funds shall be audited and any excess funds shall be refunded to LAWD or applied to their next year's costs, at LAWD's option. Any deficit funding shall be invoiced separately or shall be included in the first invoice for the next fiscal year, at LAWD's option.

**Section 7. Arbitration.**

1. Any controversy or claim between the parties to this Agreement, arising out of this Agreement, shall be determined by Arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to the other party.

Within twenty (20) days of the service of initial demand for arbitration, the American Arbitration Association (hereafter referred to as "AAA") shall submit to all parties a list of names of persons experienced in the field of industrial waste pretreatment regulations, wastewater disposal or on the alternative, public law.

Each party shall have seven (7) days from the mailing date to indicate the order of its preference and return the list to the AAA. If a party does not return the list, then all persons named shall be deemed acceptable. From among the persons approved by both parties, the AAA shall invite three persons to constitute an arbitration panel.

The panel of arbitrators shall determine the rights of the parties in accordance with the law, and the award shall be subject to review as to the panel's application of the law by the court having jurisdiction. As to questions of fact, however, the panel's decision shall be binding upon all parties and shall be final.

The panel, in their discretion, as part of the arbitration award, may impose upon any one party or allocate among the parties the liability for all the arbitration fees and expenses. In the event the panel fails to provide for the allocation of these costs, the fees shall be divided equally between the parties and the expenses shall be borne by the party incurring them.

**Section 8. Attorney's Fees.**

- 1) In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to its reasonable attorney's fees.

**Section 9. Termination.**

- 1) Either party hereto shall have the right to terminate this agreement with six (6) months notice to the other party, or four (4) months notice prior to the start of a new fiscal year.

**Section 10. Governing Law.**

- 1) The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

**Section 11. Effective Date.**

- 1) This Agreement shall become effective on the day of adoption of such Agreement by the last of the governing bodies of the parties to so act.

Approved as to Form:

Patricia B. Ginn  
Attorney for AWMA

Dated 9-1-94

ALISO WATER MANAGEMENT AGENCY

By Herbert Reyes  
Chairman

By Alton Bol  
Secretary

Approved as to Form:

Don  
Attorney for LAWD

Dated August 10, 1994

LOS ALISOS WATER DISTRICT

By Jay C. [Signature]  
Chairman

By E.T. McFadden  
Secretary

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**ENGINEERING MATTERS**

**ITEM 4: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES**

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1. 2021 System Wide Master Plan and Condition Assessment Project
2. OC Rescue Mission Domestic Service Relocation
3. Other Projects

**RECOMMENDED ACTION:**

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

**EXHIBIT(S):**

None

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

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**OPERATIONAL MATTERS**

**ITEM 5: WATER SYSTEM UPDATES**

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The following is a brief report of the water system for **March 2022**.

**Projects and Repairs**

Water Operations staff performed and/or completed the following tasks and projects:

1. Resumed Fire Hydrant Flushing Program and flushed 52 hydrants in Dove Canyon.
2. Installed all 4 discharge pumps at GWTF.
3. Worked with Hazen Engineering and conducted 19 fire flow tests, part of the distribution modeling.
4. The Dimension Water Treatment Plant (DWTP) is offline for approximately six (6) weeks, while the SAC Line is being repaired.
5. Worked with the Maintenance Department to reinstalled Booster Pump #1 at the Dimension Water Treatment Plant (DWTP).
6. Installed a new Rugid controller at the Robinson Ranch Pump Station.
7. Worked with the Maintenance Department to change out the level probes at the Canyon Creek Hydro Static Tank, located in the Canyon Community.

**Monthly Water System Operations Summary**

The Monthly Water System Operations Summary is attached for the Committee's review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

1. Monthly Water System Operations Summary

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

**TRABUCO CANYON WATER DISTRICT  
MONTHLY WATER SYSTEM OPERATIONS SUMMARY**

<b>2022</b>													
<b>DIMENSION WTP</b>													
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
SAC METER AC/FT	138												138
BACKWASH AC/FT	4	4											8
FLUSHWATER AC/FT	6	7											13
WTP EFFLUENT AC/FT	141	151											292
<b>WELLS</b>													
TRABUCO CREEK GWTF	0	0											0
US WELL AC/FT	0	0											0
<b>AMP WATER</b>													
SMWD AC/FT	0	0											0
IRWD AC/FT	3	0											3
<b>TOTAL SUPPLY</b>													
AC/FT	144	151											295
CFS DAILY AVERAGE	2.3	2.7											2.5
AC/FT PER DAY	4.6	5.4											5.0
<b>OPERATIONS in GAL.</b>													
WTP DOMESTIC	38,672	31,715											70,387
WWTP DOM	710	750											1,460
<b>OPERATIONS (AF)</b>													
SUPPLEMENT TO RW	0	0											0
<b>LOSSES in GAL.</b>													
FLUSHING (gal.)	0	0											0
SEWER CLEANING (gal.)	5,000	5,000											10,000
LINE BREAKS (gal.)	100,000	50,000											150,000
<b>SYSTEM DEMAND **</b>													
CFS DAILY AVERAGE	2.3	2.6											2.5
AC/FT PER DAY	4.6	5.4											5.0
<b>RESERVOIR STORAGE</b>													
MONTHLY AVG (MG)	8.8	9.0											9
DAYS OF STORAGE	3	4											4
<b>ZONES (AF)</b>													
RIDGELINE PS	130	140											270
EL TORO P.S.	3	0											3
TOPANGA	2	2											4
FALCON	0.4	0.5											1
ROSE PRV/ OAKS	3	2											5
CANYON CREEK	0.2	0.5											1
ROSE P.S.	0.4	0.2											1
ROBINSON RANCH	32	39											71
DOVE CANYON	59	62											121
PORTOLA HILLS	10	10											20

\* Usage estimated new meter installed

\*\* Excludes Operational use, losses, and supplement to Recycled Water Reservoir (RW)

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**OPERATIONAL MATTERS**

**ITEM 6: WASTEWATER SYSTEM UPDATES**

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The following is a brief report of the wastewater system for **March 2022**.

**Projects and Repairs**

Wastewater Operations staff performed and/or completed the following tasks and projects:

1. Repaired a four-inch inlet reclaimed line that provides service to Ty Nursery.
2. Cleaned a v-ditch and exercised an emergency relief valve for the reclaimed reservoir at the Wastewater Treatment Plant
3. Worked with the Maintenance department to coordinate and complete the by-pass of the Golf Club Lift Station, located in the Dove Canyon Community.
4. Repaired a twelve-inch raw influent line to the SBR tanks at the Wastewater Treatment Facility.

**Sewer System Management Plan (SSMP) Report**

*The purpose of the program is to communicate on a regular basis with the public on the development, implementation, and performance of TCWD's SSMP. Status updates on the work and type of work performed on the sewer system will be provided, including sewer line and manhole cleaning, system repairs, lift station cleaning, and updates from satellite facilities:*

<b>Sewer System Management Plan (SSMP) Monthly Update</b>	
Total Sewer Line, Feet*	210,495
<b>Total Sewer Line Cleaned (Ft) – Month</b>	<b>3500</b>
Total Sewer Line Cleaned (Ft) – Cleaning Cycle	111,695
Cleaning Cycle Period (Mos.) [Start date: 8/9/21]	7
<b>Total Sewer Line Cleaned, %</b>	<b>53%</b>
The Oaks at Trabuco – Pumping Frequency for the Month	13
O’Neill Park Sewer System Status	Ok
O’Neill Park Sewer System Repairs	None
SSMP Quarterly Report – <i>Next Quarterly Report</i>	1Q 2022
SSMP Program Audit – <i>Next Audit Report**</i>	April 2022

*\*This amount includes the OC Parks-owned O’Neill Park sewer system the District is contracted to clean.*

*\*\*Periodic internal audits shall be conducted, at a minimum every two years, with reports kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and TCWD’s compliance with the mandatory elements of TCWD’s SSMP:*

**Monthly Recycled Water System Operations Summary**

The Monthly Recycled Water System Operations Summary is attached for the Committee’s review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

1. Monthly Recycled Water System Operations Summary

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

# TRABUCO CANYON WATER DISTRICT | NON-DOMESTIC WATER SYSTEM SUMMARY - 2022

RECYCLED WATER SUPPLY															
	MAX	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
WWTP Reclaimed Water Production, AF	78.3	49.9	42.6											92.5	534.4
Reclaimed Reservoir Level, FT	1274.5	1,273.8	1,274.2											-	-
Reclaimed Reservoir Free Board, FT	25.5	0.7	0.3											-	-
Reclaimed Reservoir Storage, AF	145.5	138.6	140.5											-	-
Supplemental Domestic Water Added, AF	N/A	0.0	0.0											0.0	44.5

RECYCLED WATER SYSTEM DEMAND															
NON DOMESTIC WATER USER	ALLOC. AF	8% JAN	17% FEB	25% MAR	33% APR	42% MAY	50% JUN	58% JUL	67% AUG	75% SEP	83% OCT	92% NOV	100% DEC	TOTAL	ALLOC. %
Dahlia Court	8.2	0.2	0.2											0.3	4.2%
Dove Canyon Golf Course	106.7	5.8	13.3											19.1	17.9%
Dove Canyon Master Association	279.3	13.0	5.0											18.0	6.5%
Robinson Ranch	80.2	0.8	1.0											1.8	2.2%
Trabuco Highlands	159.7	1.2	2.3											3.6	2.2%
City of RSM	0.1	0.01	0.0											0.01	3.8%
Construction Water	N/A	0.0	0.0											0.0	N/A
Sakaida Nursery	1.1	0.0	0.0											0.0	0.0%
SMWD	N/A	0.0	0.0											0.0	N/A
TY Nursery	17.9	0.0	0.0											0.0	0.0%
<b>TOTAL, AF</b>	<b>653.2</b>	<b>21.1</b>	<b>21.7</b>											<b>42.8</b>	<b>6.6%</b>
<b>PERCENTAGE OF NDW ALLOCATION/YEAR</b>		<b>3.2%</b>	<b>6.6%</b>												
<b>TOTAL ANNUAL AVG. NDW AVAILABLE**</b>	<b>774.36</b>														

URBAN RUNOFF CAPTURE AND REUSE															
DISTRICT FACILITY		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
Shadow Rock Detention Basin Production		0.01	0.01											0.02	14.2
Dove   Tick Creek Production*	Dry Season	7.4	7.1											14.5	58.8
	TCWD Portion	7.4	7.1											14.5	-
	SMWD Portion	0.0	0.0											0.0	-
Dove Lake Water Pumped		0.0	0.0											0.0	185.8
Dove Lake Free Board, Ft		3.9	3.1											-	-
Dove Lake Storage, AF		161.0	165.0											-	-
Total Rainfall, In.		0.0	0.5											0.5	14.7

\* SMWD share of Dove/Tick Pump Station Dry Season Water is 50% of production.

\*\* Based on 5-Year Average Reclaimed Water Reservoir Base Supply & Recycled Water Production

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**OPERATIONAL MATTERS**

**ITEM 7: MAINTENANCE DEPARTMENT UPDATES**

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The following is a brief report of the wastewater system for **March 2022**.

**Projects and Repairs**

Maintenance staff performed and/or completed the following tasks and projects:

1. Worked with Evans Hydro to begin installation on the rebuilt 1 CFS booster pump at the Dimension Water Treatment Plant.
2. Performed oil changes on heavy duty electrical motors.
3. Assisted the Sanitation department to completely bypass the Golf Club Lift Station and prepped the wet well for a rental submersible pump.
4. Worked with Hydrotech Electric to begin removal and re-install of new the MCC panel located at the Golf Club Lift Station.

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

None

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

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | APRIL 6, 2022**

**REGULATORY AND OTHER MATTERS**

**ITEM 8: OTHER MATTERS/REPORTS**

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Other Matters/Reports from the General Manager and/or District staff may be provided at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Hear Other Matters/Reports that may have arisen after the posting of the agenda.*

**EXHIBITS**

None

**CONTACTS (staff responsible): PALUDI**