

***Chino Basin  
Regional Sewage Service Contract  
With Exhibits  
(As Amended October 19, 1994)***

***Also included:***

***Regional Pretreatment Agreement  
Regional Wastewater Ordinance  
(CBMWD Ord. No. 57)  
Wastewater Quality Limitations Applicable to  
Contracting Agencies***

CHINO BASIN REGIONAL

SEWAGE SERVICE CONTRACT

(AS AMENDED APRIL 12, 1984,

AS AMENDED OCTOBER 19, 1994)

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CHINO BASIN REGIONAL  
SEWAGE SERVICE CONTRACT

(AS AMENDED APRIL 12, 1984, AS AMENDED  
OCTOBER 19, 1994)

Section 1. DEFINITIONS

Unless otherwise required by the context, various terms used in this contract, including the recitals, shall have the meanings set forth in this section. The singular number includes the plural and the plural the singular.

"Acquire" or "Acquisition" means to acquire or make the acquisition of one or more of the following:

- A. Fee simple title to land.
- B. Any interest in land by deed, easement, lease, sublease, contract or otherwise.
- C. Title to or any interest in any existing facilities located upon land.
- D. Interests or capacity rights in any land or facilities owned by others.

"Capacity Demand" means the volume and strength (i.e., biochemical oxygen demand and suspended solids) of sewage discharged from the Community Sewer System of a Contracting Agency into the Regional Sewerage System expressed in Equivalent Dwelling Units. (Added April 12, 1984)

"Capital Outlay Ordinance" means Ordinance No. 24 of CBMWD (Added April 12, 1984)

"Capital Capacity Reimbursement Account" means the accounts established and maintained by the Contracting Agencies and to which are deposited or credited Capital Capacity Reimbursement Payments. (Added April 12, 1984)

"Capital Capacity Reimbursement Payment" means a deposit or credit made to the Capital Capacity Reimbursement Account of a Contracting Agency for new connections to its Community Sewer System. (Added April 12, 1984)

"CBMWD" means the Chino Basin Municipal Water District, a municipal water district.

"Chino Basin" means that area underlain by the Chino And Cucamonga groundwater basins and that portion of the Claremont Heights groundwater basin within San Bernardino County which groundwater basins are described in Bulletin No. 53 of the California Division of Water Resources, dated March, 1947, and entitled "South Coastal Basin Investigation - Overdraft on Groundwater Basins."

"Commercial Unit" means a building, establishment or premises where businesses selling goods or providing professional or other services to the public or governmental offices are or will be located. (Added April 12, 1984)

"Community Sewer System" means all facilities owned, controlled or operated by a sewage collection agency for the purpose of collecting and conducting sewage to a delivery point, including collector sewers conducting sewage from the originating premises, trunk sewers conducting sewage from

tributary collector sewers or other trunk sewers and any facilities appurtenant to the foregoing.

"Contracting Agency" means any sewage collection agency located, in whole or in part, within the boundaries of CBMWD which has entered into a Service Contract with CBMWD. (Amended April 12, 1984)

"Demand Deficit" means the difference between the aggregate total Forecasted Demand of a Contracting Agency and the total aggregate Equivalent Dwelling Units connected to its Community Sewer System during an eight-year period commencing with the fifth fiscal year preceding the fiscal year for which CBMWD is at the time of the determination of such difference preparing a Ten-Year Forecast, and including the initial three fiscal years of such Ten-Year Forecast. (Added April 12, 1984)

"Delivery Point" means the transfer point at which sewage is delivered from a Community Sewer System into the Regional Sewerage System.

"Dispose" or "Disposal" means any process or method for the elimination or beneficial use of sewage and any effluent or solid waste residuals thereof, including exportation from the Chino Basin.

"Disposal Facilities" means all facilities owned, controlled and operated by CBMWD to meet effluent discharge requirements, excluding reclamation facilities operated by CBMWD to meet obligations under the judgment entered in the action entitled Orange County Water District v. City of Chino, et al.

(Case No. 117628, Superior Court, County of Orange), or to meet the requirements of Contracting Agencies exercising the right of first purchase of reclaimed effluent. (Added April 12, 1984)

"Effluent" means the liquid outflow at the discharge point of any treatment or reclamation facility.

"Equivalent Dwelling Unit" or "EDU" means a measure of sewage flow equivalent in quantity and strength to the daily flow of an average single family household determined as provided in Exhibit "J" hereto. (Added April 12, 1984)

"Expansion" means the acquisition or construction of new facilities for the Regional Sewerage System and the making of any replacements, betterments, additions or extensions of the Regional Sewerage System.

"Facilities" means any pipelines, buildings, structures, works, improvements, fixtures, machinery, equipment, or appliances and any real property, or interests therein, necessary or convenient for the construction, maintenance and operation of any of the foregoing.

"Fiscal Year" means a 12-month period commencing on July 1 and ending on the following June 30.

"Forecasted Demand" means the yearly forecasted or estimated volume and strength of sewage discharged from the Community Sewer System of a Contracting Agency into the Regional Sewerage System expressed in Equivalent Dwelling Units as set forth in a Ten-Year Forecast. (Added April 12, 1984)

"Industrial Unit" means a building, establishment or premises where manufacturing, fabrication or assembly operations or industrial or chemical processes are conducted. (Added April 12, 1984)

"Industrial Waste" means any waste water and any water borne solid, liquid, or gaseous wastes resulting from any producing, manufacturing, or processing operations of whatever nature as more particularly defined, from time to time, by any federal, state, or regional agency authorized by law to prescribe quality standards for the discharge of sewage effluent and industrial waste effluent within the Chino Basin.

"Interceptor Sewer" (Deleted April 12, 1984)

"Non-Domestic Waste" means waste or wastewater discharged into the Community Sewer System of a Contracting Agency which has a greater concentration of total dissolved solids or biochemical oxygen demand or any other constituents limited by CBMWD than the waste or wastewater discharged from the typical single family domestic household in the Contracting Agency's Service Area. as defined in the current contract. (Amended October 19, 1994)

"Non-Reclaimable Waste Disposal System" means the system owned and operated by CBMWD primarily for the disposal of nonreclaimable industrial waste. (Added April 12, 1984)

"Original Contracting Agencies" means any one or any two or more of the Cucamonga County Water District or the Cities of Upland, Ontario, Montclair, Chino or Fontana who, on or before July 31, 1972, shall have authorized execution of a

Service Contract with CBMWD.

"Outfall Sewer" means any sewer transmitting treated effluent from the discharge point of a sewage treatment and disposal plant to a point of disposal or reuse.

"Reclaim" or "Reclamation" means any process or method for altering the quality of treated sewage effluent to standards superior to those prescribed for treatment, as specified in Exhibit "A" attached hereto and made a part hereof.

"Regional Interceptor" means a sewer which receives sewage from the most downstream trunk or collector sewer of a Community Sewer System, or a portion thereof, for the purpose of transmitting the sewage to a Regional Treatment Plant or to any other point of disposal, and any facilities appurtenant thereto, or any sewer which is utilized for the transmission of the sewage of two or more Contracting Agencies to such a plant or point of disposal. (Added April 12, 1984)

"Regional Policy Committee" means the committee provided for in Section 24 hereof. (Added April 12, 1984)

"Regional Sewerage System" means all facilities owned, controlled or operated by CBMWD and any interest or capacity rights of CBMWD in facilities owned, controlled, or operated by others, for the purpose of transmitting, treating and disposing of sewage, including interceptor sewers, sewage treatment and disposal plants, outfall sewers, facilities for the disposal of effluent and solid waste residuals and any facilities appurtenant to the foregoing; the Regional Sewerage System shall

not include any reclamation facilities or portions of reclamation facilities which are operated by or for the benefit of CBMWD to meet obligations under the judgment entered in the action entitled Orange County Water District v. City of Chino, et al. (Case No. 117628, Superior Court, County of Orange), or to meet the requirements of Contracting Agencies exercising the right of first purchase of reclaimed effluent; provided that the Regional Sewerage System shall include all other disposal facilities which are required to meet the requirements of the National Pollutant Discharge Elimination System Permit or permits or Waste Discharge Requirements issued to CBMWD by the Regional Water Quality Control Board, Santa Ana Region, for the operation of the Regional Treatment Plants and, to the extent it is used as provided in Section 8 hereof, the Nonreclaimable Waste Disposal System. (Amended April 12, 1984)

"Regional Technical Committee" means the committee provided for in Section 25 hereof. (Added April 12, 1984)

"Regional Treatment Plant" means a sewage and wastewater treatment plant operated by CBMWD as part of the Regional Sewerage System. (Added April 12, 1984)

"Regional Wastewater Capital Improvement Fund" means the fund of CBMWD into which is deposited or to which is credited all Improvement District "C" tax revenues and standby charge revenues received by CBMWD and all Supplemental Capital Outlay Funds received by CBMWD from the Contracting Agencies for the acquisition, construction, improvement and expansion of the



Regional Sewerage System. (Added April 12, 1984)

"Residential Unit" means a single family residence, a condominium unit, an apartment unit or other such structure or portion thereof which is equipped and suitable for human habitation or a mobile home space in a mobile home park, not including, however, transient lodging rooms in motels or hotels which are considered to be commercial units. (Added April 12, 1984)

"Service Area" means all territory now or hereafter served by the Community Sewer System owned, controlled or operated by any sewage collection agency.

"Service Contract" means this contract and any substantially similar contract between CBMWD and a Contracting Agency providing for the transmission, treatment and disposal of the sewage of the agency by means of the Regional Sewerage System.

"Sewage" means any liquid waste and water borne solid waste resulting from residential, commercial, industrial, or institutional activities or uses.

"Sewage Collection Agency" means the County of San Bernardino and any city or special district, other than CBMWD, which is located in whole or in part within CBMWD and which is authorized to own, control and operate a Community Sewer System.

"Sewer" means any pipeline conducting sewage, either by gravity or by pressure, and any facilities appurtenant thereto.

"Sewer User Charge" means any charge, fee, rental, or rate, excluding property taxes and Capital Capacity Reimbursement Payments, which is imposed on and collected from the owner, lessee, or occupant of property for providing him with the services and facilities of any Community Sewer System or the Regional Sewerage System, or both. (Amended April 12, 1984)

"Supplemental Capital Outlay Funds" means contributions by a Contracting Agency from its Capital Capacity Reimbursement Account reserves to CBMWD to supplement the funding of the planning, design and construction of Regional Sewerage System capital improvement projects. (Added April 12, 1984)

"Transmit" or "Transmission" means the conducting (i) of sewage from any delivery point to a sewage treatment and disposal plant or other point of disposal or (ii) of effluent from a sewage treatment and disposal plant to a point of disposal or reuse.

"Treat" or "Treatment" means any process or method for altering the quality of sewage to standards equal to those prescribed in Exhibit "A" hereof.

"Undersigned Contracting Agency" includes only the contracting agency specifically designated in the first paragraph of this sewage service contract and the signatory of this particular contract.

Section 2. RIGHTS AND OBLIGATIONS

The Contracting Agencies shall have the right to deliver all sewage collected by their respective Community Sewer Systems to the Regional Sewerage System and CBMWD shall have the obligation to receive into the Regional Sewerage System all sewage so delivered by the Contracting Agencies. Notwithstanding the foregoing, a Contracting Agency may acquire, construct, own and operate a wastewater treatment plant or permit another person, firm or corporation to acquire or construct a wastewater treatment plant which will be controlled and operated by the Contracting Agency when to do so is not detrimental to the operation of the Regional Sewerage System.

A Contracting Agency which intends to acquire or construct and own, operate and maintain a wastewater treatment plant shall notify CBMWD and the Regional Technical Committee in writing of its intentions. Such a notice shall include the following information: the location and capacity of the proposed wastewater treatment plant, the method and location of disposal or reuse of the effluent therefrom, the area which will be sewerage through said plant and the quantity of wastewater flow, if any, which will be removed from any Regional Treatment Plant. The Regional Technical Committee shall make a recommendation as to whether the Contracting Agency's operation of the proposed Wastewater treatment plant will be detrimental to the operation of the Regional Sewerage System within 45 days of the receipt of the Contracting Agency's written notice. Upon

receipt of such recommendation, the Board of Directors of CBMWD shall within 45 days of the receipt of the Regional Technical Committee recommendation make a determination as to whether the Contracting Agency's operation of the proposed wastewater treatment plant will be detrimental to the operation of the Regional Sewerage System, and thereafter forthwith notify the Contracting Agency and all other Contracting Agencies in writing of such determination. Any Contracting Agency may within 20 days of the date of such written notification file a written request for a hearing with the Secretary of CBMWD. Upon receipt of such a written request, the Board of Directors of CBMWD shall schedule and conduct a hearing on its determination within 30 days of the date of receipt of such written request, and at the conclusion thereof shall affirm or modify its determination. The provisions of Section 26A hereof shall apply with respect to such hearings.

The failure of the Regional Technical Committee or the Board of Directors of CBMWD to take any action required by this section within the time specified herein or to take any action required by said Section 26A within the time specified therein shall be deemed a determination by said committee or said Board that the operation of the proposed wastewater treatment plant by the Contracting Agency giving notice will not be detrimental to the operation of the Regional Sewerage System; provided that, said committee or said Board may extend the time within which action is required of it under this section for a period of 30

days by giving written notice of such extension to all Contracting Agencies at least seven days prior to the expiration of the time specified herein.

Notwithstanding the prior provisions of this section, removal of sewage flows by a Contracting Agency from an existing Regional Treatment Plant to a wastewater treatment plant to be owned or controlled and operated by the Contracting Agency shall not be considered detrimental to the operation of the Regional Sewerage System, providing that the remaining flows into said Regional Treatment Plant will meet the quality standards set forth in and established by CBMWD and will not result in the effluent from said plant violating the waste discharge requirements prescribed for said plant by the California Regional Water Quality Control Board; and provided further that the construction by a Contracting Agency of a wastewater treatment plant for the treatment and disposal of sewage from a Community Sewer System constructed by the Contracting Agency in an area which was prior to the construction of said plant unsewered shall not be considered to be detrimental to the operation of the Regional Sewerage System.

A Contracting Agency which constructs such a plant may enter into a contract with CBMWD for the maintenance and operation of the plant; provided that CBMWD shall not be obligated to enter into such a contract. A Contracting Agency which acquires or constructs such a wastewater treatment plant shall be solely responsible for the cost and expense of the

acquisition or construction and maintenance and operation of said plant. Any such wastewater treatment plant which is acquired or constructed and owned by a Contracting Agency shall not be acquired or operated by CBMWD as a part of the Regional Sewerage System without the written consent of all other Contracting Agencies except the State of California. (Amended April 12, 1984)

Section 3. COMMUNITY SEWER SYSTEMS

Each Contracting Agency shall have the exclusive right to own and operate a Community Sewer System within its Service Area and to determine in which areas within its Service Area it will operate a Community Sewer System. Each Contracting Agency shall be responsible for all costs and expenses of the acquisition, construction, maintenance and operation of its Community Sewer System. (Amended April 12, 1984)

Section 4. SEWER USER CHARGES

Each Contracting Agency may, in the manner provided by law, impose and collect sewer user charges within its Service Area for providing the services and facilities of its Community Sewer System and of the Regional Sewerage System and shall be entitled to retain, use and expend the charges for any lawful purpose. CBMWD shall not impose sewer user charges within the Service Area of any Contracting Agency without the prior consent of the Contracting Agency. (Amended April 12, 1984)

Section 5. REGIONAL INTERCEPTORS

Regional Interceptors are a part of the Regional Sewerage System and their design and construction or acquisition shall be financed as provided in section 9 hereof. Any Contracting Agency may make a written request to CBMWD for a determination as to whether or not an existing sewer has become a Regional Interceptor. Each such request received by CBMWD shall be referred to the Regional Technical Committee and such committee shall make a written recommendation to the Board of Directors of CBMWD as to whether or not the interceptor in question shall be acquired by CBMWD as a Regional Interceptor. Any Contracting Agency which disagrees with such a recommendation of the Regional Technical Committee may file a written request for a hearing thereon with the Secretary of the Board of Directors of CBMWD. Upon receipt of such a request, said Board of Directors shall schedule and conduct a hearing and give notice thereof in accordance with the provisions of section 26A hereof. Notwithstanding the preceding provisions of this section, a sewer which is utilized for the transmission of sewage of two or more Contracting Agencies and which is transmitting less than 300,000 gallons per day of sewage for the most upstream Contracting Agency shall not be acquired by CBMWD as a Regional Interceptor unless it is determined by the Board of Directors of CBMWD after recommendation by the Regional Technical Committee that such acquisition is in the best interest of the Regional Sewerage System. (Amended April 12, 1984)

Section 6. (DELETED April 12, 1984)

Section 7. REGIONAL SEWERAGE SYSTEM

CBMWD shall own and operate a Regional Sewerage System for the transmission, treatment and disposal of sewage delivered by the Contracting Agencies. The Regional Sewerage System, including any interests or capacity rights of CBMWD in facilities owned, controlled or operated by others, shall be as shown or described in the Chino Basin Regional Sewerage Plan, as provided in the Capital Outlay Ordinance, Ordinance No. 24 of CBMWD, a copy of which is attached hereto as Exhibit "B", or any amendment thereof.

Since August 14, 1972 CBMWD has proceeded with the construction of regional treatment, disposal and transmission facilities shown and described in the said Chino Basin Regional Sewerage Plan and shown on the map attached hereto as Exhibit "E". Future construction and expansion of said Regional Sewerage System facilities will be required to meet the needs of the Contracting Agencies and shall be funded as provided in Section 9 hereof.

CBMWD shall pay all costs and expenses incurred in the acquisition, construction, maintenance, and operation of the Regional Sewerage System. Each Contracting Agency shall, as provided in Section 17 hereof, pay to CBMWD service charges representing a pro rata share of all net audited costs incurred by CBMWD in the maintenance and operation of the Regional Sewerage System, and each Contracting Agency shall contribute



Supplemental Capital Outlay Funds to CBMWD for the improvement and expansion of the Regional Sewerage System as provided in Section 9 hereof. (Amended April 12, 1984)

Section 8. DISPOSAL OF SEWAGE BY CBMWD'S NON-RECLAIMABLE WASTE DISPOSAL SYSTEMS

CBMWD may provide for the transmission, treatment and disposal of any sewage delivered by a Contracting Agency either by means of the Regional Sewerage System, CBMWD's existing Nonreclaimable Waste Disposal System or any other nonreclaimable waste disposal system which CBMWD may hereafter own or have an interest in. For the purpose of this contract, sewage delivered into a Nonreclaimable Waste Disposal System by a Contracting Agency shall be deemed delivered into the Regional Sewerage System and the Contracting Agency shall be liable only for payment of the service charges hereinafter provided for. To the extent that sewage of any Contracting Agency is transmitted, treated and disposed of by means of a Nonreclaimable Waste Disposal System, a portion of the costs of the maintenance and operation of that system shall be included in the net audited costs of the maintenance and operation of the Regional Sewerage System and in the service charge rate as provided in Section 17 hereof. Such portion shall include: (i) charges actually paid or incurred by CBMWD to any person or public or private entity providing for the further transmission, treatment and disposal of the sewage delivered by a Contracting Agency and (ii) a pro rata share of the total costs of maintenance and operation of

those parts of the Nonreclaimable Waste Disposal System actually used by CBMWD for the transmission of said sewage to the person or public or private entity providing for the further transmission, treatment, and disposal thereof. Said pro rata share shall be in the proportion that the quantity of sewage delivered into the Nonreclaimable Waste Disposal System by all Contracting Agencies bears to the total quantity of all sewage and nonreclaimable industrial wastes delivered by CBMWD to the person or public or private entity providing for the further transmission, treatment, and disposal thereof.

Any capital costs associated with the disposal of Regional Sewerage System sewage through a Nonreclaimable Waste Disposal System, including the cost of acquiring permanent capacity or usage rights in Nonreclaimable Waste Disposal System facilities, shall be funded as provided in Section 9 hereof.  
(Amended April 12, 1984)

Section 9. CAPITAL FINANCING OF REGIONAL SEWERAGE SYSTEM

A. General

The Regional Sewerage System and any improvement or expansion of that system will provide benefits to the entire territory served by that system in that the entire territory will be benefited by the protection of public health, the protection of the quality of water sources, the improvement of water management through integrated use of all sources of water supply, including sewage treatment plant effluent, the

improvement of general conditions for individual, residential, commercial and agricultural development and the reduction in costs for the transmission, treatment, and disposal of sewage by the pro rata sharing of all costs incurred by CBMWD in the maintenance and operation of the Regional Sewerage System.

The acquisition, construction, improvement and expansion of the Regional Sewerage System shall be financed with Improvement District "C" real property tax revenues, revenues from sewage service standby or availability charges levied by the Board of Directors of CBMWD, grants and other financial assistance which may be available from any federal, state, local or other source and Supplemental Capital Outlay Funds contributed by the Contracting Agencies.

B. Improvement District "C" - Acquisition From Original Contracting Agencies and Expansion of Regional Sewerage System

CBMWD has heretofore initiated and completed proceedings under the provisions of Part 8 (commencing with Section 72000) of Division 20 of the Water Code for the formation of Improvement District "C" for the purpose of (i) acquiring certain existing sewage facilities for the Regional Sewerage System from some of the Contracting Agencies, (ii) the expansion of that system, and (iii) levying and collecting taxes in said improvement district for payment of the costs and expenses of the foregoing. The boundaries of Improvement

District "C" are shown on Exhibit "D" attached hereto and made a part hereof.

C. Acquisition of Sewage Treatment Plants and Interceptor Sewers of Other Sewage Collection Agencies; Annexation to Improvement District "C"

Upon obtaining the written approval of all Contracting Agencies, other than the State of California, CBMWD may acquire all or any part of any existing sewage treatment and disposal plant or interceptor sewers owned by any sewage collection agency and all such property, upon its acquisition, shall become a part of the Regional Sewerage System.

Any agreement by CBMWD for the acquisition of any existing sewage treatment and disposal plant or interceptor sewer, as part of the Regional Sewerage System, shall provide for either the annexation of the area benefited by said existing facilities to Improvement District "C" or sewer service under provisions of Section 12 hereof for the benefited area, and for the designation of the Contracting Agency which shall be responsible for the operation of the Community Sewer System within said area. CBMWD agrees that if it initiates and conducts proceedings for the annexation of such territory to Improvement District "C", the Contracting Agency responsible for the operation of the Community Sewer System therefore shall be liable as a condition of annexation for payment of (i) all costs

and expenses incurred by CBMWD incident to such annexation proceedings, including legal and engineering fees, reproduction, publication, mailing, administration any other related costs and expenses, (ii) capital outlay charges and extraordinary capital outlay charges, as provided for in Section 12 hereof, and (iii) Capital Capacity Reimbursement Payments which would have been payable or credited to the Contracting Agency's Capital Capacity Reimbursement Account if the annexed territory had been part of said improvement district from its formation. The total of such charges and payments shall be adjusted for the present value of the sewage facilities acquired by CBMWD. All such payments received by CBMWD pursuant to this part C shall be credited to the Regional Wastewater Capital Improvement Fund.

D. Improvement District "C" Taxes; Sewage Service Standby or Availability Charges

The primary source of financing the acquisition, improvement and expansion of the Regional Sewerage System shall be CBMWD's share of the property tax revenues allocated each fiscal year by the County Auditor of the County of San Bernardino to CBMWD for Improvement District "C". Upon receipt, CBMWD shall deposit or credit the total amount of such property tax revenues in or to the Regional Wastewater Capital Improvement Fund and all such amounts together with all interest earned thereon shall be available to and utilized by CBMWD solely for the purpose of financing the acquisition, improvement

and expansion of the Regional Sewerage System.

The Board of Directors of CBMWD may fix, levy, and collect sewage service standby or availability charges for the propose of financing the acquisition, improvement and expansion of the Regional Sewerage System. When collected, such charges shall be deposited in or credited to the Regional Wastewater Capital Improvement Fund and use for the aforesaid purpose. Any ordinance or any amendment of an ordinance imposing such charges shall be adopted by the Board of Directors of CBMWD in the manner provided in section 5 of the Capital Outlay Ordinance, or any amendment thereof, and the applicable provisions of the Municipal Water District Act of 1911, Division 20 of the Water Code. Notwithstanding the preceding provisions of this paragraph, upon receiving written request from a majority of the Contracting Agencies for the levy and collection by CBMWD of such sewage service standby or availability charges, the Board of Directors of CBMWD shall initiate the proceedings necessary for the fixing, levying and collection of such charges; provided that the Board of Directors of CBMWD may, after the public hearing on the fixing, levying and collection of such charges, elect not to fix, levy and collect such charges if it determines in its sole discretion that such an election is in the best interest of the Contracting Agencies and CBMWD.

E. Capital Capacity Reimbursement Account and Capital Capacity Reimbursement Payments

1. General

For the purpose of providing Supplemental Capital Outlay Funds to CBMWD, each Contracting Agency shall establish and maintain throughout the term of this Contract a Capital Capacity Reimbursement Account to which the Contracting Agency shall deposit or credit its Capital Capacity Reimbursement Payments. The amounts so deposited or credited by a Contracting Agency to its said account shall be used by the Contracting Agency only for the purpose of providing Supplemental Capital Outlay Funds to CBMWD; provided that interest earned on such amounts shall not be so restricted and may be used by the Contracting Agency for any lawful purpose. The source of Capital Capacity Reimbursement Payments shall be at the discretion of each Contracting Agency.

2. Capital Capacity Reimbursement Payments

Each Contracting Agency shall have deposited or credited to its Capital Capacity Reimbursement Account a Capital Capacity Reimbursement Payment for each connection which has been or will be made to its Community Sewer System or for each change in use of an existing commercial or industrial connection in an amount determined as follows:

(a) Prior to July 1, 1984:

(1) \$950 for each newly constructed, Residential Unit which is connected to the Contracting Agency's Community Sewer

System after July 1, 1979, not including, however, any such units which are replacements for similar units which were connected to said system.

(2) For each newly constructed Commercial Unit or Industrial Unit which is connected to the Contracting Agency's Community Sewer System after January 1, 1980, the amount of such payment shall be \$150 plus \$30 per fixture unit as defined in the Uniform Plumbing Code and \$0.50 per gallon estimated sewage flow in excess of 3,000 gallons per day up to a maximum of 15,000 gallons per day; provided that for any such unit or use having an estimate sewage flow in excess of 15,000 gallons per day, the amount of the Capital Capacity Reimbursement Payment therefore shall be determined by the Regional Technical Committee and approved by CBMWD.

(b) After the data set forth in paragraph (a) above the amount of the Capital Capacity Reimbursement Payment for each new connection to a Contracting Agency's Community Sewer System and for each change in use of any existing Commercial Unit or Industrial Unit which results in an increase in volume or strength of sewage therefrom shall be determined by computing the number of Equivalent Dwelling Units therefor as provided in Exhibit "J" attached hereto and made a part hereof and applying the then current Capital Capacity Reimbursement Payment amount as established by the Regional Policy Committee to each such EDU.



Notwithstanding the preceding provisions of this subpart 2, the amount which a Contracting Agency is required to have deposited in or credited to its Capital Capacity Reimbursement account for any such new connection or change of use shall be reduced by payments, if any, made by the Contracting Agency to CBMWD for the new connection or change of use under either of the following agreements: The agreement entitled "Agreement to Increase Capacity of Regional Plant No. 2 of the Chino Basin Municipal Water District", entered into on May 26, 1979, between CBMWD, City of Chino and the County of San Bernardino or the agreement entitled "Agreement for Interim Sewage Treatment Plant between Chino Basin Municipal Water District and the Cities of Upland and Ontario and the Cucamonga County Water District," entered into on January 23, 1979.

A Capital Capacity Reimbursement Payment shall be deposited or credited to a Contracting Agency's Capital Capacity Reimbursement Account for such a new connection or change of use at the time of the issuance of a building permit or a sewer connection permit, whichever is issued earlier, or for changes in the use of existing Commercial Units and Industrial Units, the permit required therefor.

### 3. Capital Capacity Reimbursement Reports

(a) Each Contracting Agency shall report monthly to CBMWD, at such time as CBMWD shall designate, the balance of the funds in its Capital Capacity Reimbursement Account as of the last day of the preceding month. Such monthly reports shall be

in writing and shall also contain the number of building permits and sewer permits which were issued in the Contracting Agency's Service Area during the preceding month and estimated volume of sewage flows for all residential, commercial and industrial connections within the Contracting Agency's Service Area for the current month and the cumulative total thereof. Commercial and industrial sewer connection permits shall be listed by individual permit with the number of fixture units and expected volume and strength of sewage for each permit.

(b) CBMWD shall maintain a summary accounting of the Capital Capacity Reimbursement Account reserves of all Contracting Agencies and shall make written quarterly reports to the Contracting Agencies on or before January 15, April 15, July 15 and October 15 of each fiscal year which shall include: (i) the amounts of the Capital Capacity Reimbursement Account reserves of all Contracting Agencies as of the last day of the second month of the preceding quarter (i.e., November 30, February 28, May 31 and August 31, respectively), (ii) the amount of the Regional Wastewater Capital Improvement Fund reserves as of the last day of the preceding quarter (i.e., the preceding three calendar months), (iii) a summary of all expenditures from said fund during the preceding quarter for each Regional Sewerage System capital improvement project then in progress, (iv) an estimate of the amounts to be expended from said fund for each such project during the quarter then commencing or in progress (the "current quarter"), (v) the

estimated amount of Supplemental Capital Outlay Funds, if any, which it will be necessary for the Contracting Agencies to contribute to CBMWD during the current quarter in order to provide a working capital balance in said fund which shall not exceed \$1,000,000 on the last day of the second month of the quarter next succeeding the current quarter (i.e., May 31, August 31, November 30 and February 28, respectively), and (vi) the amount, if any, of the contribution of Supplemental Capital Outlay Funds for each Contracting Agency for the current quarter, determined as provided in subparts 5 and 6 of this part E.

#### 4. Determination of Demand Deficits

Annually at the time of the preparation of each Ten-Year Forecast, pursuant to Section 9A hereof, CBMWD shall determine each Contracting Agency's Demand Deficit, if any. The determination of Demand Deficits pursuant to this subpart is for the sole purpose of allocating shortages in Supplemental Capital Outlay Fund payments as provided in subpart 6 of this part E. Except as provided in said subpart 6, such determinations shall not result in the creation of an obligation or indebtedness on the part of any Contracting Agency to CBMWD or other Contracting Agencies.

#### 5. Supplemental Capital Outlay Fund Payments

On July 15, October 15, January 15, and April 15 of any fiscal year CBMWD may require payment by each Contracting Agency from its Capital Capacity Reimbursement Account of

Supplemental Capital Outlay Funds for the planning, design and construction of Regional Sewerage System capital improvement projects in the amount, if any, set forth for the Contracting Agency in the quarterly report due from CBMWD on such date. Upon receiving such a demand from CBMWD each Contracting Agency shall pay the amount demanded to CBMWD within 45 days of receipt of such demand. The amount of each Contracting Agency's proportionate share of the total amount of Supplemental Capital Outlay Funds demanded by CBMWD from all Contracting Agencies shall be determined based on the percentage which the amount of Supplemental Capital Outlay Funds demanded by CBMWD from all Contracting Agencies is to the total amount of the current Capital Capacity Reimbursement Account reserves of all Contracting Agencies set forth in the quarterly report upon which the demand is based. The amount demanded by CBMWD from each Contracting Agency on any such date shall be an amount determined by applying the percentage thus obtained to the balance of the reserves, not including interest, in the Contracting Agency's Capital Capacity Reimbursement Account set forth in the quarterly report upon which the demand is based. All amounts received by CBMWD from the Contracting Agencies as Supplemental Capital Outlay Funds shall be deposited in or credited to the Regional Wastewater Capital Improvement Fund. All such amounts together with all interest earned thereon shall be available and utilized by CBMWD solely for the purpose of financing the acquisition, improvement and expansion of the

Regional Sewerage System.

6. Allocation of Supplemental Capital Outlay Fund Shortages

If at the time of any demand by CBMWD for Supplemental Capital Outlay Funds, pursuant to subpart 5 of this part E, there are not sufficient funds deposited or credited to the Capital Capacity Reimbursement Accounts of all Contracting Agencies to pay the full amount of the demand, each Contracting Agency which has a Demand Deficit shall pay to CBMWD the full balance then deposited or credited to its Capital Capacity Reimbursement Account plus an amount determined based on the percentage which the amount of its Demand Deficit is of the total Demand Deficit for all Contracting Agencies. The amount to be paid by each such Contracting Agency shall be determined by multiplying the difference between the Supplemental Capital Outlay Fund demand and the total amount of the Capital Capacity Reimbursement Account balances of all Contracting Agencies by the percentage thus determined. (Amended April 12, 1984)

F. Investment of Regional Wastewater Capital Improvement Fund

All amounts deposited or credited to the Regional Wastewater Capital Improvement Fund shall be invested by CBMWD in a prudent manner in accordance with sound investment practices for the investment of public funds and pursuant to Section 53635 and 53651 of the Government Code. All earnings from such investments shall remain in the Regional Wastewater

Capital Improvement Fund and shall be reinvested and used solely for the purpose of financing the acquisition, improvement and expansion of the Regional Sewerage System.

Section 9A: FORECASTING AND PLANNING

A. Contracting Agency Reports

1. Annual Forecast

Prior to January 15, of each year, each Contracting Agency shall submit to CBMWD an updated forecast of its Capacity Demand for the succeeding ten fiscal years, which shall contain in a format required by CBMWD an estimate of the annual increase in volume of combined residential, commercial and reclaimable domestic strength industrial sewage to be delivered from the Contracting Agency's Community Sewer System into the Regional Sewerage System for each such year and the number of Equivalent Dwelling Units associated with such estimated volume.

2. Monthly Reports

On such date as CBMWD may designate, each Contracting Agency shall submit to CBMWD monthly reports of sewerred building activity. Each such report shall contain the following information in a format which will allow tracking through the development process:

(a) The number of building permits issued during the month for structures which will contribute sewage to the Regional Sewerage System;

(b) Estimate volume of sewage and EDUs for such building permits;

(c) The tract number and number of lots for each tentative tract map approved during the month;

(d) The tract number and number of lots or dwelling units for each final tract map recorded during the month;

(e) The number of final inspections or certificates of occupancy issued during the month for structures which will contribute sewage to the Regional Sewerage System;

(f) The estimate volume of sewage and EDUs for all such structures.

B. CBMWD Reports

1. Ten-Year Forecast

Prior to April 1 of each year, CBMWD shall prepare and deliver to the Regional Technical Committee and the Regional Policy Committee a ten-year forecast of the Capacity Demands of all Contracting Agencies and a forecast of the dates of commencement and completion of the design and construction of capital improvement projects which will be necessary to enable the Regional Sewerage System to meet the forecasted Capacity Demands of all Contracting Agencies. Such forecasts, hereinafter referred to as the "Ten-Year Forecast," shall include:

(a) Estimates for each Regional Treatment Plant of the Capacity Demand of each Contracting Agency which receives sewerage service thereat as of June 30 of each year;

(b) An estimate of the amount of existing unused capacity for each Regional Treatment Plant as of July 1 of each year;

(c) Projected dates for the commencement and completion of design and construction of capital improvement projects necessary to meet forecasted Capacity Demands;

(d) An estimate of the amount of capacity to be added by each such project;

(e) Projected annual expenditures for the design and construction of such projects;

(f) The current balance of funds in the Regional Wastewater Capital Improvement Fund and an estimate for each year identified by source of the amount to be deposited into said fund;

(g) Current reserves in the Capital Capacity Reimbursement Accounts of all Contracting Agencies;

(h) The estimate Supplemental Capital Outlay Funds to be contributed by each Contracting Agency to CBMWD for each fiscal year included in the Ten-Year Forecast;

(i) The Demand Deficit, if any, of each Contracting Agency;

(j) A recommendation as to whether the amount of the Capital Capacity Reimbursement Payment should be increased or decreased and, if so, the amount of increase or decrease.

2. Mid-Year Report as to Financial Requirements

Prior to October 1 of each year, CBMWD shall prepare



and submit to the Regional Technical Committee and the Regional Policy Committee for review and comment a report as to the progress and status of the design and construction of capital improvement projects. Said report shall also contain revisions or current information regarding the matters referred to in subparagraphs (a), (b), (e), (g), (i) and (j) of subpart 1 of this part B.

3. Review by Regional Policy Committee

A. Ten-Year Forecast

Within 45 days after receipt from CBMWD of a Ten-Year Forecast, the Regional Policy Committee shall prioritize the capital improvement projects recommended therein and make such further recommendations to CBMWD as it deems appropriate. Capital improvement projects shall be prioritized based on the Forecasted Demands for all Contracting Agencies who do or will receive sewerage service therefrom or thereat as of the end of the third fiscal year included in the Ten-year Forecast, and facilities having the highest ratio of forecasted rates of flow to rated capacity shall be given the highest priority. Interceptor sewers shall be considered to be at 100 percent of capacity when the forecasted rate of flow therein will result in a depth of flow therein of three-fourths of the pipe diameter thereof; sewage treatment and disposal plants shall be considered to be 100 percent of capacity when the projected rate of flow into the plant will exceed 80 percent of the rated capacity thereof as determined by the Regional Technical

Committee. The prioritization of the Regional Policy Committee shall be binding upon CBMWD, and CBMWD shall follow the recommendations of the Regional Policy Committee with respect to scheduling of design and construction of prioritized capital improvement projects unless the Board of Directors of CBMWD determines, based on specific findings, that the Regional Policy Committee's recommended schedule for design and construction would impair its ability to operate the Regional Sewerage System or would impose unreasonable burdens upon it with respect to construction supervision or administration or financing of Regional Sewerage System capital improvement projects or unless a Contracting Agency objects in writing to the recommendations of the Regional Policy Committee. In the event of such a determination by CBMWD's Board of Directors or such a written objection, the hearing procedures set forth in Section 26A hereof shall apply and CBMWD's Board of Directors shall not make a final determination with respect to the Regional Policy Committee's recommendation until such hearing procedures have been completed.

B. Mid-Year Reports

Within 45 days after receipt from CBMWD of a mid-year report as provided in subpart 2 of this part B the Regional Policy Committee may but need not make recommendations or comments to CBMWD with respect thereto. CBMWD's Board of Directors shall follow the recommendations of the Regional Policy Committee with respect to such reports unless it

determines, based on specific findings, that to do so would impair its ability to operate the Regional Sewerage System or impose unreasonable burdens with respect to the timing of design and construction or financing of design and construction of Regional Sewerage System capital improvement projects or unless a Contracting Agency objects thereto in writing. In the event of such a determination by said Board of Directors or the filing of such a written objection, the hearing procedures set forth in Section 26A hereof shall apply and CBMWD's Board of Directors shall not make a final determination with respect to the Regional Policy Committee's recommendations until such hearing procedures have been completed.

C. Determination of Capital Capacity Reimbursement Amount; Amendment of Exhibit "J"

The Regional Policy Committee may prior to July 1 or January 1 of any year determine to increase or decrease the amount of the Capital Capacity Reimbursement Payment to be deposited or credited by the Contracting Agencies to their Capital Capacity Reimbursement Accounts for all new connections to their Community Sewer Systems based upon the estimated financial requirements set forth in a Ten-Year Forecast or mid-year report received from CBMWD. Prior to either of said dates, the Regional Policy Committee may also determine to modify the table and formulae set forth in Exhibit "J" hereto for determining Equivalent Dwelling Units and the amount of Capital Capacity Reimbursement Payment for new connections to Community

Sewer Systems. If the Regional Policy Committee determines that it is necessary to increase or decrease the amount of such payment or to modify such formulae, or both, the chairman of said committee shall communicate such determination or determinations in writing to the Board of Directors of CBMWD, and upon receiving such a communication, said Board of Directors shall adopt a resolution implementing the increase or decrease in the amount of Capital Capacity Reimbursement Payment and the modification of said table and formulae or both, and setting forth the date when such increase or decrease or such modification or both will become effective. Such a determination or determinations by the Regional Policy Committee and the adoption of such a resolution by the Board of Directors of CBMWD shall be binding on all Contracting Agencies, and they shall expeditiously implement the resulting change in the amount of Capital Capacity Reimbursement Payment by appropriate legislative and administrative action.

D. Reclaimable Industrial Waste

No allowance shall be made in Contracting Agency reports submitted to CBMWD pursuant to part A of this section or in any Ten-Year Forecast for any expected increase in the volume or strength of sewage attributable to proposed new industrial connections to Community Sewer Systems which are expected to discharge more than 15,000 gallons per day of reclaimable domestic strength industrial waste. All such proposed new

connections shall be reviewed by CBMWD and the Regional Technical Committee on a case-by-case basis to determine whether the waste to be discharged therefrom shall be taken into the Regional Sewerage System and the appropriate connection point' provided that, CBMWD and the Regional Technical Committee shall not disapprove such an industrial connection to a Contracting Agency's Community Sewer System unless it is determined by CBMWD or said committee that the sewage to be discharged there from will not meet the quality standards set forth by CBMWD, or will adversely affect the ability of the Regional Treatment Plant where the sewage therefrom will be treated to meet the Forecasted Demands of other Contracting Agencies which also receive sewerage service thereat, or will result in the effluent from said plant violating the waste discharge requirements prescribed for said plant by the California Regional Water Quality Control Board. (Amended October 19, 1994)

E. Forecast for Purposes of Determining Demand Deficits

Notwithstanding the preceding provisions of this section, for purposes of determining the Demand Deficits, if any, of the Contracting Agencies, as provided in subpart 4 of part E of Section 9 hereof, the Forecasted Demand for each Contracting Agency for each of the initial two years of each Ten-Year Forecast shall be deemed to be the same as was set forth for each of said years in the preceding Ten-Year Forecast. CBMWD shall set forth separately in each Ten-Year Forecast the

Forecasted Demand for each Contracting Agency for the initial two years thereof, determined as in this part provided. Said portion of each such Ten-Year Forecast shall be applicable only for purposes of determinations to be made pursuant to said subpart 4 and for no other purpose. Notwithstanding the preceding provisions of this part E, if in this most recent Annual Forecast, pursuant to subpart 1 of part A of this Section 9A, preceding the preparation of any Ten-Year Forecast a Contracting Agency has increased its Forecasted Demand for either of the initial two years of the Ten-Year Forecast over the Forecasted Demand set forth in the preceding Ten-Year Forecast, the Forecasted Demand for that Contracting Agency for each of such initial two years of the Ten-Year Forecast then begin prepared shall be the increased Forecasted Demand set forth therefor in the Contracting Agency's said Annual Forecast.

(Added April 12, 1984)

Section 9B. AVAILABLE SEWERAGE CAPACITY

A. Monitoring and Reports

To ensure that available unused capacity in the Regional Sewerage System is and will be utilized to provide sewerage service to the Contracting Agencies based on their Forecasted Demands contained in the Ten-Year Forecasts, and that no Contracting Agency is deprived of sewerage service based on its Forecasted Demand as the result of any other Contracting Agency or Contracting Agencies utilizing capacity of the Regional Sewerage System substantially in excess of its or their

Forecasted Demand or Demands, respectively, CBMWD shall, at intervals not exceeding 60 days in duration, determine the quantity of sewage entering the Regional Sewerage System from the Community Sewer System of each Contracting Agency. On or before March 1 and September 1 of each fiscal year CBMWD shall submit to the Regional Policy Committee a written report regarding the relationship between the actual Capacity Demand of each Contracting Agency and the Contracting Agency's Forecasted Demand for the fiscal year.

B. New Connections

So long as the Capacity Demand of a Contracting Agency does not at any time in any fiscal year exceed its Forecasted Demand for the year by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day, the Contracting Agency may allow new connections to its Community Sewer System without restriction. However, if at any time during any fiscal year the Contracting Agency's Capacity Demand exceeds its Forecasted Demand for the year by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day, the Contracting Agency shall not allow further connections to its Community Sewer System until and unless it is determined by CBMWD that the Contracting Agency's Capacity Demand no longer so exceeds its Forecasted Demand.

C. Transfer of Capacity Demand

Notwithstanding the provisions of part B of this section, a Contracting Agency whose Capacity Demand exceeds its Forecasted Demand by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day ("Exceeding Contracting Agency"), may continue to allow new connections to its Community Sewer System if it receives a transfer of a portion of the Forecasted Demand of a Contracting Agency which receives sewerage service at the same Regional Treatment Plant and whose Capacity Demand is more than 15 percent or 100,000 gallons per day, whichever is greater, less than its Forecasted Demand. In the event of such a transfer, the portion of the Forecasted Demand of the transferring Contracting Agency to be transferred shall be deducted from the Forecasted Demand of the transferring agency and added to the Forecasted Demand of the Exceeding Contracting Agency for purposes of determining whether the Exceeding Contracting Agency's Capacity Demand will continue to exceed its Forecasted Demand by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day. Such transfers of Forecasted Demand between Contracting Agencies shall become effective upon the filing with CBMWD of a written agreement between the affected Contracting Agencies. A transferring Contracting Agency shall not receive



any payment or other consideration from the Exceeding Contracting Agency for the transfer of Forecast Demand.

D. Policy Committee Review

If CBMWD determines that a Contracting Agency's Capacity Demand is exceeding the Contracting Agency's Forecasted Demand for the fiscal year by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day, or if a Contracting Agency determines at any time that its Capacity Demand will so exceed its Forecasted Demand, the Contracting Agency may request the Regional Technical Committee and the Regional Policy Committee to determine whether because of Regional Sewerage System capital improvement projects then under construction or the construction of which will be commenced within the next six months, it can nevertheless be allowed to continue to make new connections to its Community Sewer System without affecting the availability of capacity in the Regional Treatment Plant where it receives sewerage service for other Contracting Agencies which also receive such service at such plant.

Such a request shall be made in writing and copies thereof shall be delivered to CBMWD and all Contracting Agencies. Upon receipt of any such written request, the Regional Technical Committee shall conduct an investigation and make recommendations to the Regional Policy Committee as to whether or not because of such current and pending Regional

Sewerage System capital improvement projects the Contracting Agency requesting the determination may be allowed to continue to make new connections to its Community Sewer System without affecting the availability of capacity in the Regional Treatment Plant where it receives sewerage service for other Contracting Agencies.

The Regional Policy Committee shall upon the basis of such recommendation determine whether or not the Contracting Agency requesting the determination should be allowed to continue to make new connections to its Community Sewer System and make a recommendation thereon to CBMWD; provided that, CBMWD shall not allow a Contracting Agency requesting such a determination to make new connections to its Community Sewer System at any time after its Capacity Demand exceeds its Forecasted Demand for a fiscal year by more than 15 percent or 100,000 gallons per day, whichever is greater, or if said 15 percent exceeds 200,000 gallons per day, if the Regional Policy Committee recommends against such new connections unless, following a hearing conducted pursuant to the provisions of Section 26A hereof, the Board of Directors of CBMWD determines by resolution containing specific findings that because of such current and pending Regional Sewerage System capital improvement projects the Contracting Agency should be allowed to continue to make new connections to its Community Sewer System. (Added April 12, 1984)

Section 9C. MAJOR CONSTRUCTION CONTRACTS

A. Construction Contracts

CBMWD shall not proceed with the award of a construction contract for a budgeted Regional Sewerage System capital improvement project which will involve an expenditure in excess of \$1,000,000 without the approval of the Regional Policy Committee. (Such projects are hereinafter referred to as "Major Projects.") To assist in the Regional Policy Committee's review of Major Projects, CBMWD shall prepare and submit to the Regional Policy Committee a short-term financial forecast for each Major Project which shall cover the anticipated duration of the project. The forecast shall include and consider current building and sewer connection activity as reported by each Contracting Agency, Regional Wastewater Capital Improvement Fund and Capital Capacity Reimbursement Account balances and other relevant data requested by the Regional Policy Committee. The Regional Policy Committee shall meet to approve or disapprove any Major Project within 45 days after receipt of the completed short-term financial forecast therefor. Such approval or disapproval shall be based on the availability of Regional Wastewater Capital Improvement Fund and Capital Capacity Reimbursement Account balances to finance the construction of the project.

B. Design Contracts

1. Prioritized Projects

CBMWD shall not award a contract for the design of any Major Project which has not been prioritized by the Regional Policy Committee pursuant to subpart 3 of part B of Section 9A hereof.

2. Selection of Design Engineers

Before proceeding with the design of any Major Project, CBMWD shall prepare and issue requests for proposals to qualified engineering firms experienced in the design of wastewater facilities. The Regional Technical Committee shall review all proposals received and, within 45 days after receipt thereof, deliver to CBMWD an unranked recommended list of no less than three (3) qualified engineering firms. CBMWD shall select the design engineer from the committee's recommended list. Upon failure of the Regional Technical Committee to deliver such a listing to CBMWD within 45 days after receipt of the proposals for the design of a project, CBMWD may select any qualified engineering firm submitting a proposal as the design engineer.

3. Design Review

CBMWD shall keep the Regional Technical Committee fully informed of the progress and details of design of all Major Projects through three (3) formal meetings with the design engineer and periodic progress reports by CBMWD. The three formal meetings shall occur:

(a) The first meeting shall occur within thirty (30) days after the design engineer is given notice to proceed. At that meeting the general details of design shall be discussed and agreed upon by the committee and the design engineer.

(b) The second meeting shall occur upon the completion of 10 percent of the design work. At that meeting the design engineer shall have completed and submit to the committee an analysis of unit process requirements and sizing, preliminary layouts and flow sheets, and a preliminary estimate of construction cost. Based on the discussion at this meeting, the design engineer shall prepare and deliver to the committee a written report, which shall when agreed to by the committee, serve as the basis for final design.

(c) The third meeting shall occur upon the completion of 60 to 70 percent of the design work and shall be for the purpose of an in depth review by the committee. (Added April 12, 1984)

Section 10. (Deleted April 12, 1984)

Section 11. AVAILABILITY OF REGIONAL SYSTEM;

CBMWD'S PERFORMANCE

A. Contracting Agencies

The services and facilities of the Regional Sewerage System shall be available to any property within Improvement District "C," subject to such terms and conditions as may be prescribed by a Contracting Agency for connection to its Community Sewer System.

B. Other Sewage Collection Agencies

CBMWD shall not make the services and facilities of the Regional Sewerage System available, other than on a temporary, emergency basis, to any sewage collection agency which is not a party to a Service Contract until such agency has entered into a service contract. Any Contracting Agency may restrain violations of the provisions of this part B by mandamus, injunction or other appropriate remedy.

C. CBMWD's Performance

CBMWD shall exert every reasonable effort to insure that capital improvement projects necessary to enable the Regional Sewerage System to meet the Forecasted Demands of all Contracting Agencies are planned, designed and constructed in a timely manner and so that the Regional Sewerage System will at all time be able to provide for the Capacity Demands of all Contracting Agencies. The Contracting Agencies recognize that the timing of the planning, design and construction of such capital improvement projects is largely dependent upon the Contracting Agencies making reasonable accurate projections of increased connections to and usage of their Community Sewer Systems. (Amended April 12, 1984)

Section 12. EXTRA-TERRITORIAL SEWER SERVICE

A. Service Outside the Boundaries of CBMWD and Improvement District "C"

1. Upon the Effective Date of a Service Contract

Any Contracting Agency which, upon the effective date

of the Service Contract with that agency, was furnishing sewer service to any territory outside the boundaries of CBMWD and Improvement District "C," may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System for that purpose. Each Contracting Agency providing sewer service to any such outside territory shall file a map or maps with the secretary of CBMWD showing the boundaries of all such territory.

2. After the Effective Date of a Service Contract

Any Contracting Agency, after the effective date of the Service Contract with that agency, may furnish sewer service to additional territory outside the boundaries of CBMWD and of Improvement District "C." Prior to furnishing such sewer service, the Contracting Agency shall file a written request with CBMWD. Upon receipt of such a written request, CBMWD shall notify all other Contracting Agencies in writing of the receipt of the request. At the written request of any Contracting Agency, CBMWD shall schedule a hearing on the written request for extra-territorial service, and the hearing shall be conducted by CBMWD in accordance with the hearing procedures set forth in Section 26A hereof; provided that such a request for a hearing must be received by CBMWD within thirty (30) days after the date of CBMWD's written notice of the receipt of the request.

The hearing shall be upon the question of authorizing sewer service to the additional territory. Upon the conclusion

of the hearing, the Board of Directors of CBMWD shall by resolution authorize sewer service to all or any part of the additional territory by the applicant or applicants unless it determines that such service is not in the public interest, in which case the resolution of said Board of Directors shall set forth findings in support of that determination.

B. Annual Capital Outlay Charge for Territory Outside CBMWD and Improvement District "C"

In addition to the payment of service charges, each Contracting Agency providing the services and facilities of the Regional Sewerage System to territory outside CBMWD and Improvement District "C" shall be obligated to pay CBMWD special capital outlay charges for such territory, as provided in subpart 1 or 2 of this part B or both such subparts, if both are applicable. Moneys received by CBMWD in payment of special capital outlay charges shall be deposited or credited to the Regional Wastewater Capital Improvement Fund and utilized, together with all interest earned thereon, solely for the purpose of financing the acquisition, improvement and expansion of the Regional Sewerage System.

1. Annual Capital Outlay Charge

The Contracting Agency shall annually pay CBMWD a special capital outlay charge in an amount equivalent to the amount of the property tax and other revenue which CBMWD would have received during the fiscal year if such property were within Improvement District "C." Such charge shall be payable



by the Contracting Agency during each fiscal year in the amounts and at the times specified by CBMWD.

2. Extraordinary Capital Outlay Charge

If any Contracting Agency furnishes sewer service to any additional territory outside of CBMWD and Improvement District "C" pursuant to subpart 2 of part A of this section after the effective date of the Service Contract with that agency, the Contracting Agency shall pay to CBMWD an extraordinary capital outlay charge with respect to such territory. Such charge shall be in an amount equal to the total of (i) all past capital outlay taxes which would have been imposed by CBMWD prior to July 1, 1978 upon taxable property within such territory had it been subject to taxation by CBMWD for capital outlay taxes under the Capital Outlay Ordinance, (ii) an amount equivalent to the total property tax revenue which would have been received by CBMWD pursuant to Sections 96 through 99 of the Revenue and Taxation Code for all fiscal years subsequent to July 1, 1978, and (iii) and an amount equal to all other revenues which CBMWD would have received had such territory been within Improvement District "C." CBMWD may authorize any extraordinary capital outlay charges to be paid in deferred installments plus interest over a period not exceeding 25 years from the commencement of sewer service to the extra-territorial territory or the unexpired term of this contract, whichever may be the shorter.

C. Capital Capacity Reimbursement Account Payments

If any Contracting Agency furnishes sewer service to any additional territory pursuant to subpart 2 of part A of this section after the effective date of the Service Contract with that agency, the Contracting Agency shall deposit or credit to its Capital Capacity Reimbursement Account a Capital Capacity Reimbursement Payment for each new Residential Unit which was or is connected to its Community Sewer System within that territory subsequent to July 1, 1979 and for each newly constructed Commercial Unit or Industrial Unit which was or is connected to the Community Sewer System within that territory subsequent to January 1, 1980, the amount of which shall be determined as provided in subpart 2 of part E of Section 9 hereof. (Amended April 12, 1984)

Section 13. DELIVERY POINTS: CONNECTION COSTS

Each Contracting Agency shall deliver sewage from its Community Sewer System into the Regional Sewerage System at such delivery points as may, from time to time, be requested by the Contracting Agency and approved by CBMWD: CBMWD shall give the Regional Technical Committee not less than 60 days' written notice of its intention to approve any new delivery point. Upon receipt of a favorable report and recommendation from the committee or upon failure of the committee to report within said 60-day period, CBMWD may authorize the new delivery point. If the Regional Technical Committee recommends against a new delivery point for any Contracting Agency, the Contracting Agency may file a written request for a hearing with the

secretary of the Board of Directors of CBMWD. Upon receipt of such a request, said Board of Directors shall schedule and conduct a hearing in accordance with the provisions of Section 26A hereof. All costs and expenses of making the connection between the Regional Sewerage System and the Community Sewer System of any Contracting Agency shall be borne by the Contracting Agency. (Amended April 12, 1984)

Section 14. DETERMINATION OF SEWAGE DELIVERIES:

COSTS OF MEASURING EQUIPMENT

CBMWD shall determine the amount of sewage delivered to the Regional Sewerage System by all Contracting Agencies and shall maintain accurate and complete records thereof. The amount of sewage delivered to the Regional Sewerage System by each Contracting Agency shall be determined by CBMWD based on a standard daily measurement or contribution per Equivalent Dwelling Unit agreed to from time to time by CBMWD and the Regional Technical Committee.

If required by CBMWD, after recommendation of the Regional Technical Committee, a Contracting Agency shall install, at its expense, and CBMWD shall maintain and operate at its expense, measuring devices and equipment for measuring the flow of sewage from the Contracting Agency's Community Sewer System into the Regional Sewerage System. Prior to installation, CBMWD shall approve the design of such measuring devices and equipment and shall inspect and approve their installation. Such measuring devices and equipment shall be

examined, tested and serviced regularly, but not less than once a year, by CBMWD to insure their accuracy. At any time CBMWD or any Contracting Agency may inspect any such measuring device and equipment and all records and measurements taken therefrom. (Amended April 12, 1984).

Section 15. CONTROL AND DISPOSITION OF SEWAGE:  
CONTRACTING AGENCIES RIGHT OF PURCHASE OF TREATED OR  
RECLAIMED EFFLUENT

A. General

Subject to the provisions of this Section 15 and Section 16, CBMWD shall have total ownership and control of all sewage delivered into the Regional Sewerage System for the purpose of transmission, treatment and disposal thereof; subject to the right of first purchase by any Contracting Agency, the use of all treated effluent from the Regional Sewerage System shall be within the sole discretion of CBMWD. If any Contracting Agency exercises its right of first purchase of treated effluent, then such agency shall have the total ownership and control of all treated effluent delivered to it and the use thereof shall be within the sole discretion of that agency.

B. Right of Purchase of Treated or Reclaimed  
Effluent

Each Contracting Agency, at its option, shall have the right of first purchase of treated or reclaimed effluent under either of the following two alternatives:

1. Each Contracting Agency shall have the right of first purchase of treated effluent, as provided in Section 16 hereof; or

2. Upon written request by any Contracting Agency, CBMWD shall enter into an agreement, substantially similar to Exhibit G, attached hereto and made a part hereof, for reclamation of treated effluent and the right of first purchase of reclaimed effluent. Upon execution by a Contracting Agency of such an agreement and upon the availability to the Contracting Agency of reclaimed effluent pursuant thereto, all or any portion of the disposal costs of the Regional Sewerage System attributable to the disposal of the treated effluent of the Contracting Agency and to the disposal of reclaimed effluent by CBMWD downstream from any CBMWD reclamation facility or facilities reclaiming the treated effluent of the Contracting Agency shall be excluded from the service charge of the Contracting Agency as determined under Sections 17 and 18 hereof, and shall be financed by CBMWD from sources other than service charges, Improvement District "C" tax revenues and Supplemental Capital Outlay Funds. (Amended April 12, 1984).

Section 16. SALE, BENEFICIAL USE OR DISPOSAL OF TREATED EFFLUENT

A. Purchase of Treated Effluent from CBMWD

1. Contracting Agencies: Right of Purchase

Each Contracting Agency shall have the right of first purchase from CBMWD of treated effluent in a total quantity not

exceeding the base entitlement of the Contracting Agency.

2. Base Entitlement of Contracting Agencies

The total base supply of effluent which is subject to the right of first purchase from CBMWD by the Contracting Agencies receiving sewerage service at any Regional Treatment Plant shall be the total quantity of sewage delivered into the Regional Sewerage System by all such Contracting Agencies, measured at the intake point of the Regional Treatment Plant, less normal processing losses resulting from the treatment of sewage. Sewage exported from the Chino Basin by CBMWD pursuant to Section 8 hereof shall not be part of the total base supply.

Each Contracting Agency, including any Contracting Agency whose sewage is exported pursuant to Section 8 hereof, shall have a base entitlement to a portion of the total base supply of effluent, said portion being in the proportion that the quantity of sewage delivered into the Regional Sewerage System by the Contracting Agency bears to the total quantity of sewage delivered into the Regional Sewerage System by all Contracting Agencies.

3. Delivery Points

Unless otherwise agreed by CBMWD, the delivery point or points of any Contracting Agency exercising its rights of first purchase of treated effluent shall be the discharge point or points of each Regional Treatment Plant or any disposal facility of CBMWD which provides further treatment and disposal of wastewater from any Regional Treatment Plant.

4. Exercise of Base Entitlement at Various Discharge Points

If none of the sewage collected by a Contracting Agency is exported pursuant to Section 8 hereof, the base entitlement of such agency shall be exercised as provided in paragraph a of this subpart 4. If all of the sewage collected by a Contracting Agency is exported, the base entitlement of such agency shall be exercised as provided in paragraph b of this subpart E. If only a portion of the sewage collected by a Contracting Agency is exported, the portion of the base entitlement of such agency represented by nonexported sewage shall be exercised as provided in said paragraph a and the portion represented by exported sewage shall be exercised as provided in said paragraph b.

The base entitlement of each Contracting Agency shall be exercised in quantities and at delivery points determined as follows:

a. If the sewage collected by a Contracting Agency ("agency sewage") is treated:

(1) At a single Regional Treatment Plant, the total base entitlement of such agency shall be exercised from treated effluent discharge from that plant or any disposal facility of CBMWD providing further treatment and disposal of wastewater from that plant.

(2) At two or more Regional Treatment Plants, the base entitlement of such agency shall be exercised from each such plant in the proportion that the total sewage of the particular agency which is treated at that plant bears to the total sewage of all agencies whose sewage is treated at that plant or any disposal facility of CBMWD providing further treatment and disposal of wastewater from that plant.

b. If all of the sewage collected by a Contracting Agency is exported, the base entitlement of such agency shall be exercised from a pro rata share of treated effluent discharged from each of the Regional Treatment Plants, computed as follows:

(1) Based upon the preceding fiscal year, a determination of the ratio of the total quantity of all agency sewage treated by each Regional Treatment Plant to the total quantity of all agency sewage treated by all such plants or all such plants and any disposal facility of CBMWD providing further treatment and disposal of wastewater from any such plant.

(2) The pro rata share of an exporting agency for each Regional Treatment Plant shall be determined by multiplying the ratio for that plant, computed under (1) above, by the base entitlement of such agency.



5. Delivery Facilities and Costs of Delivery of Treated Effluent

Delivery facilities shall consist of any facilities for the delivery of treated effluent from the point of discharge of any Regional Treatment Plant to the point of use of the effluent. This contract and the service charge provided herein shall not apply to any such delivery facilities or to the financing thereof. CBMWD or any Contracting Agency may, at its own expense, acquire, construct, or make a contribution toward the financing of capital costs and maintenance and operation of any delivery facilities. CBMWD, or any Contracting Agency or Agencies or any combination thereof, may provide for delivery facilities by contract entered into between or among themselves or with any other person or public or private entity.

6. Price for Purchase of Treated Effluent

Any Contracting Agency exercising the right of first purchase of treated effluent shall be entitled to take delivery thereof at no cost, except for the costs of delivery, if any, of CBMWD.

7. Use of Purchased Treated Effluent

Any Contracting Agency exercising its right of first purchase of treated effluent may make any lawful use thereof, including beneficial use, sale, or other disposal and shall be entitled to retain all revenues received by it as a result thereof.

8. Contract for Joint Exercise or Transfer of Rights of First Purchase

Subject to the rights of CBMWD hereunder, any or all of the Contracting Agencies may be contract provided for the joint exercise of any of their respective rights of first purchase of treated effluent or for the sale, exchange or transfer of such rights. Certified copies of all such contracts shall be filed with CBMWD by the parties thereto.

B. Disposition by CBMWD of Unclaimed Treated Effluent

To the extent that any of the Contracting Agencies fail to exercise their respective rights of first purchase of treated effluent, CBMWD may make any lawful use of such effluent, including beneficial use, sale or other disposition inside or outside the Chino Basin; provided, that:

1. CBMWD shall not, for a consideration, sell or otherwise dispose of any treated effluent for beneficial use inside the Chino Basin without review and approval by a majority of the Contracting Agencies; and

2. If CBMWD, for a consideration, sells or otherwise disposes of any treated effluent for beneficial use inside or outside the Chino Basin, any portion of the consideration in excess of CBMWD's net audited costs of reclamation and delivery shall be apportioned and credited:

a. 85% to the Regional Sewerage System Maintenance and Operation Fund, and

b. 15% to the Regional Wastewater Capital Improvement Fund.

c. Measurement of Treated Effluent

CBMWD shall install, maintain, and operate measuring devices and equipment for the measurement of deliveries of treated effluent to the Contracting Agencies at a location or locations mutually agreed upon by CBMWD and the Contracting Agencies. The measuring devices and equipment shall be examined, tested and serviced regularly to insure their accuracy. At any time, CBMWD or any Contracting Agency may inspect any measuring devices and equipment and all records and measurements taken therefrom.

d. Notice of Proposed Delivery

Prior to the commencement of each fiscal year, notice of the delivery of treated effluent shall be given as follows:

1. Request by CBMWD

Between the first day of January and the first day of March of each year, CBMWD shall request each Contracting Agency to provide CBMWD with a schedule of the estimated flow and quantity of treated effluent to be delivered to each person or agency during the next fiscal year and the proposed points of delivery. The rates of flow and quantity shall not exceed the delivery capability of the facilities then in operation.

2. Response by Contracting Agencies

Within 30 days of the date of each such request by CBMWD, each Contracting Agency shall provide CBMWD with the schedule requested pursuant to subpart 1 above; provided that if a Contracting Agency does not intend to exercise its right of first purchase, it need not respond in any manner to CBMWD.

3. Allocation of Treated Effluent

On or before the first day of May of each year, CBMWD shall allocate treated effluent to the Contracting Agencies that have submitted schedules pursuant to subpart 2 above.

4. Additional Allocation of Treated Effluent

At any time during the fiscal year and upon 60 days written notice to CBMWD, a Contracting Agency may apply for the delivery of any treated effluent then available at a rate of flow or quantity greater than that allocated pursuant to subpart 3 above. However, the rates of flow and quantity shall not exceed the delivery capability of the treatment facilities then in operation. (Amended April 12, 1984)

Section 17. SERVICE CHARGES FOR MAINTENANCE AND OPERATION OF THE REGIONAL SEWER SYSTEM

All Contracting Agencies shall pay service charges for all sewage delivered to the Regional Sewerage System. Each Contracting Agencies shall pay its pro rata share of all net audited costs incurred by CBMWD in the maintenance and operations of the system. Net audited costs consist of:

A. Costs of maintenance and operation of all transmission and treatment facilities comprising the Regional Sewerage System and all disposal facilities required for the disposition of any treated effluent discharged from that system; and

B. Any other costs reasonably related to the maintenance and operation of the system; and

C. Based upon generally accepted engineering and accounting principles, reasonable reserves for the estimated costs and expenses of:

1. Replacement of any facilities where the costs and expenses of replacement are customarily considered a part of the costs and expenses of extraordinary maintenance which adds to the normal service life of facilities; and

2. Unforeseen contingencies; and

D. Actual costs and expenses incurred by CBMWD for the transmission, treatment and disposal of any sewage delivered by a Contracting Agency through Nonreclaimable Waste Disposal System of CBMWD as provided for in Section 8 hereof.

(Amended April 12, 1984)

Section 18. SERVICE CHARGE RATE

Concurrently with adoption of the Regional Sewerage System budget, the Board of Directors of CBMWD shall fix the service charge rate for the fiscal year. The rate shall be expressed in dollars and cents for each Equivalent Dwelling Unit (EDU) of sewage and shall be computed by subtracting from the

total estimated maintenance and operation expenses of the Regional Sewerage System the amount of any estimated revenues from the sale of effluent or sludge or other such offsetting revenues, and dividing the difference by the total estimated EDU's of sewage to be delivered into the system, all as set forth in the Regional Sewerage System budget adopted for the fiscal year. The estimated EDU's of sewage delivered into the Regional Sewerage System shall be determined based on a standard daily measurement or contribution of sewage per EDU agreed to from time to time by CBMWD and the Regional Technical Committee. (Amended April 12, 1984)

Section 19. REGIONAL SEWERAGE SYSTEM BUDGETS

A. Fiscal Year Budgets

For each fiscal year the Board of Directors of CBMWD shall cause to be prepared and shall adopt a Regional Sewerage System budget.

B. Form and Content of Budgets

The budget for each fiscal year shall contain a plan of financial operations for the Regional Sewerage System for the fiscal year and shall contain an estimate of the requirements for expenditures, including provisions for any reserves, and the means of financing such requirements. The budget shall be itemized and shall show in reasonable detail the nature and purpose of each item of revenue and expense and the actual or estimated amount thereof. The budget shall be in two parts. One part shall consist of a plan of financial operations for the

capital costs of the acquisition and construction of the Regional Sewerage System; and the other part shall consist of a plan of financial operation for the maintenance and operation of the system, prepared as follows:

1. Capital Improvement Fund Budget

The part covering the costs of the acquisition and construction of the Regional Sewerage System shall show:

a. The various items and amounts of capital costs and the total thereof;

b. The total amount in the Regional Wastewater Capital Improvement Fund and the available and unencumbered balance of such fund as of the commencement of the fiscal year and an estimate of the amount therein and the unencumbered balance thereof as of the end of the fiscal year;

c. The amounts, if any, of CBMWD revenues from sources other than Improvement District "C" property taxes which are or will be available for payment of capital costs and the total thereof;

d. The estimated amount of Improvement District "C" property taxes to be received during the fiscal year;

e. The projected amount of Supplemental Capital Outlay Fund contributions required from each Contracting Agency during the fiscal year and the total thereof.

2. Maintenance and Operations Fund Budget

The part covering the maintenance and operation of the Regional Sewerage System shall show:

a. The various items and amounts of maintenance and operation expenses and the total thereof;

b. The total amount in any reserves theretofore established, and the available and unencumbered balance in such reserves as of the commencement and end of the fiscal year;

c. The amount of service charges payable by each Contracting Agency and the total paid or payable by all Contracting Agencies;

d. The amounts, if any, of revenue from sources other than services charges which will be available for payment of maintenance and operation expenses and the total thereof;

e. The total amount required to be raised from service charges for payment of maintenance and operations expenses;

f. The quantity of sewage to be delivered by each Contracting Agency during the fiscal year and the total thereof;

g. The rate of the service charge for the fiscal year;

h. The amount of any surplus of service charges received by CBMWD during the fiscal year preceding the fiscal year the fiscal year then in progress in excess of the cost of maintenance and operation of the Regional Sewerage System for that year which was transferred to the Regional Sewerage System Operation and Maintenance Fund reserve for replacement of Regional Sewerage System facilities as a result of the annual audit for such preceding fiscal year, or the amount, if any, of



any shortage in the amount of service charges received by CBMWD during such preceding fiscal year less than the cost of maintenance and operation of the Regional Sewerage System for that year which was transferred from said reserve during the year then in progress as a result of the annual audit for such preceding fiscal year;

i. The proportionate amount of any such shortage which will be added to the total service charge of each Contracting Agency for the fiscal year next succeeding the fiscal year then in progress.

C. Comparative Data

For comparative purposes, the amounts and rates set forth in budgets shall be shown as follows:

1. On an actual basis for the second fiscal year preceding that to which the budget is to apply;
2. On an estimated or actual basis for the first fiscal year preceding that to which the budget is to apply;
3. On an estimated basis for the fiscal year to which such budget is to apply;

D. Preparation and Approval of Proposed Budgets

Not later than April 1 of each year, the Board of Directors of CBMWD shall direct its General Manager, or such other person or persons as the Board may designate, to prepare and submit to the Board a proposed budget for the next fiscal year. Upon submission of the proposed budget, the Board of Directors may make changes therein and, not

later than May 1 of each year, shall adopt a resolution declaring its intention to adopt the proposed budget and specifying a time, not earlier than June 1 nor later than June 30, and a place at which the Board of Directors will hold a hearing on the question of the adoption of such budget.

E. Notice and Hearing on Proposed Budget

Immediately after adoption of the resolution of intention, the secretary of CBMWD shall mail a copy of the resolution and the proposed budget to each Contracting Agency and to each member of the Regional Policy Committee. The Regional Policy Committee shall review the proposed budget and, not later than 10 days preceding the date fixed for hearing, shall submit its written report and recommendation thereon to the General Manager of CBMWD and to each Contracting Agency.

At the hearing on the proposed budget, the Board of Directors of CBMWD shall consider the report and recommendations of the Regional Policy Committee and the comments of all interested persons. At any time prior to the adoption of the budget, the Board may make such changes in the proposed budget as it deems advisable.

F. Adoption of Budget and Determination of the Service Charge Rate

Not later than June 30 of each year, the Board of Directors of CMBWD shall by resolution adopt the budget and determine the rate of service charge for the fiscal

year. The several amounts of proposed expenditures specified in the adopted budget shall be deemed appropriated for the fiscal year and for the purposes specified in the budget and the Board of Directors of CBMWD shall be authorized to make expenditures and incur obligations in accordance therewith. The Board of Directors shall alter or adopt the budget in accordance with the report and recommendations of the Regional Policy Committee, unless the Board of Directors, based on specific findings in said resolution, determines that such alteration or adoption impairs CBMWD's ability to operate the Regional Sewerage System. Such resolution shall set forth findings in support of the determinations of the Board of Directors.

If the Board of Directors fails to adopt a budget by June 30 of any fiscal year then, until such time as the Board shall adopt such budget, the budget last adopted and the service charge rate determined therein shall constitute the budget and rate for such fiscal year.

G. Capital Improvement Projects

The several amounts of proposed expenditures specified in the adopted budget for any fiscal year for capital improvements shall be deemed appropriated for the fiscal year and for the projects specified in the budget and the Board of Directors shall be authorized to make expenditures and incur obligations in accordance therewith. In the event that subsequent County Auditor estimates of Improvement District "C"

property tax revenues are received which adversely impact the funding of budgeted capital improvement projects, CBMWD shall initiate a budget review through the Regional Policy Committee and amend the budget as necessary. If the Board of Directors fails to adopt a budget by June 30 of any fiscal year then, until such time as the Board shall adopt such budget, funds necessary to complete capital acquisition and improvement projects initiated as a result of the last approved budget shall be considered appropriate and work in progress continued. No new capital improvement projects shall be initiated prior to adoption of the budget. However, the Contracting Agencies shall continue to be obligated to make Supplemental Capital Outlay Fund payments to CBMWD pursuant to subpart 5 of part E of Section 9 hereof.

H. Adoption of Separate Budgets

Notwithstanding the preceding provisions of this section, the Board of Directors of CBMWD may elect for any fiscal year to separately prepare and adopt a Capital Improvement Fund Budget and a Maintenance and Operation Fund Budget. If said Board elects to so proceed, each such separate budget shall be prepared in accordance with the provisions of this section which are applicable thereto. Both said budgets shall be processed and adopted in accordance with the procedures and pursuant to the time schedule set forth in parts D, E and F of this section. (Amended April 12, 1984)

Section 20. BILLING AND PAYMENT OF SERVICE CHARGES

A. Monthly Statements of Service Charges

Not later than 15 days after the end of each month, CBMWD shall mail a statement of service charges to each Contracting Agency, setting forth the quantity and Equivalent Dwelling Units of sewage delivered during such month from the Contracting Agency's Community Sewer System into the Regional Sewerage System and the total thereof, the service charge rate applicable thereto and the total service charge due and payable to CBMWD for said month. Monthly service charges shall be based on the service charge rate fixed in the Regional Sewerage System budget for the fiscal year then in progress. The Equivalent Dwelling Units (EDU) of sewage delivered by the Contracting Agencies shall be determined based on a standard daily measurement or contribution of sewage per EDU agreed to from time to time by CBMWD and the Regional Technical Committee.

B. Payment of Statements; Interest on Overdue Payments

Each Contracting Agency shall pay the amount of the service charge set forth in any statement on or prior to its due date, namely, the forty-fifth day following the date of the mailing of such statement. Any such amount not paid by the due date shall accrue interest on a monthly basis from the due date at an annual rate equal to the current federal discount rate plus 2 percent.

Interest paid upon any delinquent amount shall be credited to the Regional Sewerage System Maintenance and Operation Fund unless, by reason of such delinquency, CBMWD shall have advanced the amount of the delinquency from other sources, in which case, the interest shall be credited to such fund as the Board of Directors of CBMWD may designate.

A Contracting Agency shall not be entitled to withhold payment, in whole or in part, of the amount of any statement for service charges pending action pursuant to part D of this Section 20.

C. Adjustment for Net Audited Costs

If, upon completion of the CBMWD annual audit for fiscal year, it is determined that the amount received by CBMWD during such year from service charges is more or less than the cost of maintenance and operation of the Regional Sewerage System for the year, the surplus or -shortage, as the case may be, shall be transferred to or made up from the Regional Sewerage System Operation and Maintenance Fund reserve for replacement of Regional Sewerage System facilities (the "Replacement Reserve"). If such an audit results in a surplus being transferred to the Replacement Reserve, an appropriate adjustment shall be made in the budget for the fiscal year next succeeding the fiscal year then in progress and the rate of the service charge for that fiscal year shall be adjusted accordingly. If such an audit results in a shortage being made up out of the Replacement Reserve, an

appropriate adjustment shall be made in the budget for the fiscal year next succeeding the fiscal year then in progress to provide for the reinstatement of the amount of the shortage, and the service charge rate for that fiscal year shall be adjusted accordingly.

D. Adjustment for Overpayment or Underpayment

Upon disagreement between any Contracting Agency and CBMWD over the amount of service charges or the discovery of an error in computation of service charges for a Contracting Agency, which is not resolved within 30 days, CBMWD shall immediately provide written notice of such disagreement or error to the Regional Technical Committee and shall request a recommendation and report from the committee. If such a written report is filed with CBMWD within 60 days of giving notice, CBMWD shall credit or debit any affected Contracting Agency's service charge account for the following month in the manner recommended by the Regional Technical Committee. If such a written report is not filed with CBMWD within 60 days of giving notice, or upon request of the Regional Technical Committee or any Contracting Agency, the Board of Directors of CBMWD shall initiate hearing procedures on said disagreement or error in accordance with Section 26A hereof. Upon the conclusion of the hearing, the Board of Directors of CBMWD shall, by resolution, make its determination on service charge adjustments, due dates and any interest due, and shall provide for the appropriate

credit to or debit of any affected Contracting Agency's service charge account for the following month.

E. Deposit of Payments in Maintenance and Operation Fund

All monies received by CBMWD in payment of service charges shall be deposited in and credited to a separate fund or account in the treasury of CBMWD, to be known as the "Regional Sewerage System Maintenance and Operation Fund." All monies in said fund and interest earned thereon shall be used and expended only for payment of maintenance and operation expenses paid or incurred by CBMWD under the provisions of this contract. (Amended April 12, 1984).

Section 21. (DELETED October 19, 1994) (See Regional Pretreatment Agreement)

Section 22. (DELETED October 19, 1994) (See Regional Pretreatment Agreement)

Section 23. GRANTS AND FINANCIAL ASSISTANCE

CBMWD and the Contracting Agencies shall exercise their best efforts to obtain the maximum amounts of grants and other financial assistance which may be available from any federal, state, local, or other source for defraying all or any part of the capital costs and the maintenance and operation expenses of the Regional Sewerage System. The General Manager of CBMWD, the Regional Policy Committee, and the Regional Technical Committee shall keep each other fully informed of any available grant or financial assistance programs known to any of them.

Prior to undertaking negotiations for a grant or



other financial assistance affecting the Regional Sewerage System, CBMWD shall give the Regional Policy Committee written notice of its intention to do so. Thereupon the committee may designate one representative who shall be entitled to participate with CBMWD in all such negotiations. The representative shall be a person skilled in the design, construction, maintenance, and operation of sewage facilities and may be a member of the Regional Technical Committee. The representative shall keep the Regional Policy Committee and the Regional Technical Committee fully informed concerning the status of the negotiations and the nature and contents of any proposed final application or agreement for grant or other financial assistance.

In addition, CBMWD shall annually submit a report to the Regional Policy Committee on any pending or proposed applications for grants or other financial assistance. Such report shall accompany each proposed annual budget and be mailed in the manner provided in part E of Section 19 hereof.

Each Contracting Agency shall be jointly responsible with CBMWD for all conditions, restrictions, or limitations imposed by any agency as a condition for extending a grant or other financial assistance. Any such agency, CBMWD, or any Contracting Agency may restrain any violation of such conditions, restrictions, or limitations by mandamus, injunction or other appropriate remedy.

CBMWD's costs for the acquisition, construction,

maintenance, or operation of the Regional Sewerage System shall be reduced by amounts of any grants or other financial assistance received therefor by CBMWD from the federal or state government. (Amended April 12, 1984)

Section 24. REGIONAL POLICY COMMITTEE

The parties desire to provide for a Regional Policy Committee to advise CBMWD of the needs and views of the Contracting Agencies concerning CBMWD's policies and activities in the financing, acquisition, construction, maintenance and operation of the Regional Sewerage System, to make reports and recommendations with respect thereto, and to fully inform the Contracting Agencies concerning such policies and activities.

Each Contracting Agency shall appoint one regular member and one alternate member to the Regional Policy Committee. Both such members shall be members of the Contracting Agency's governing body. The regular and alternate members so appointed shall serve at the pleasure of the appointing agency. Each Contracting Agency shall give the secretary of CBMWD immediate notice of all appointments and removals made by it and of the name and mailing address of each appointee. CBMWD shall appoint one regular member and one or more alternates to the Regional Policy Committee. The members so appointed shall be members of the Board of Directors of CBMWD and shall serve at the pleasure of CBMWD. The CBMWD member shall be entitled to participate at all regular and special

meetings of the committee but shall have no vote.

Each regular member of the Regional Policy Committee or his alternate, except the member or alternate appointed by CBMWD, shall have one vote.

A majority vote shall be required to carry any matter before the committee. A majority shall consist of members representing a majority of the Contracting Agencies, not including the State of California.

The committee shall hold a regular meeting on or before the second Thursday of every other month and shall meet in special meeting at the call of any member or at the call of CBMWD. The committee may adopt such procedures and rules as it deems advisable concerning its officers, meetings and the manner and method of making its reviews, reports and recommendations on any matter affecting the acquisition, construction, maintenance and operation of the Regional Sewerage System.

CBMWD shall, if requested by the committee, provide the committee with a meeting place and with the services, advice and assistance of members of its staff. All records, reports and other information of CBMWD pertaining to the financing, acquisition, construction, maintenance and operation of the Regional Sewerage System shall be available for inspection by members of the committee. CBMWD agrees to maintain and make available to the committee accurate records of all of its costs, disbursements and receipts with respect to activities under this contract. (Amended April 12, 1984)

Section 25. REGIONAL TECHNICAL COMMITTEE

The parties desire to provide for a Regional Technical Committee. The members and alternate members of the Regional Technical Committee shall be appointed, vote and be governed in the same manner provided in Section 24 hereof for the Regional Policy Committee, except that the members and alternates shall be officers or employees of the Contracting Agencies, or other persons knowledgeable in the design, construction, maintenance and operation of sewage facilities, and that CBMWD shall be entitled to appoint one member and one alternate member with the same right of participation and voting as other members. The committee shall hold a regular bimonthly meeting and shall meet in special meeting at the call of any member.

The committee may, and upon request by the Regional Policy Committee or CBMWD shall, review and make recommendations concerning any of the following technical matters: the acquisition, design, construction, maintenance, operation, or financing of sewer facilities, sewage treatment, reclamation, or disposal facilities, sewage and effluent measuring devices and equipment, Community Sewer Systems and the Regional Sewerage System; sewer user charges; service charges; quality standards for sewage and any effluent; and any other technical matter related to any of the foregoing. (Amended April 12, 1984)

Section 26. INSPECTION OF FACILITIES

Any authorized officer or employee of CBMWD may enter and inspect any part of the Community Sewer System of any Contracting Agency or any member of the Regional Policy Committee or Regional Technical Committee may enter and inspect any part of the Regional Sewerage System. Except during emergencies, such inspections shall be made during normal working hours on regular business days and upon the giving of not less than 24 hours prior notice of the inspection. Any inspecting officer, employee or member of the Regional Policy Committee or Regional Technical Committee shall bear proper credentials of authority and identification. The right of entry and inspection shall be limited to public streets, easements and property within which the systems shall be located. The rights of inspection shall include observation, measurement, sampling and testing. (Amended April 12, 1984)

Section 26A. HEARINGS

The provisions of this section and the procedures herein set forth shall apply to all hearings to be conducted by the Board of Directors of CBMWD with respect to determinations, reports and recommendations of the Regional Policy Committee and protests and complaints of Contracting Agencies with respect to determinations of said committee and CBMWD.

A. Notice of Hearings

The secretary of CBMWD shall give notice of hearings by publication, posting and mailing as specified below:

1. Publication. Notice of hearings shall be published pursuant to Section 6066 of the Government Code in one or more newspapers of general circulation within CBMWD. Publication of notice shall be commenced at least 15 days prior to the date specified therein for hearing.

2. Posting. Notice of hearing shall be posted on or near the door of the meeting room of the Board of Directors of CBMWD. Posted notice shall be commenced at least 15 days prior to the date specified therein for hearing and shall continue to the time of the hearing.

3. Mailing. Mailed notice shall be given to all members of the Regional Policy Committee and to all Contracting Agencies and to all other persons requesting such notice in writing. Mailed notice shall be sent by first class mail and shall be deemed to have given when so deposited in the United States mail postage prepaid.

B. Hearing

Hearings shall be held upon the date and at the time specified in the notice and may be continued from time to time, but not to exceed 60 days from the date specified in the notice. At each hearing, prior to consideration of any protests, objections or evidence, the Board of Directors of CBMWD shall cause to be read aloud or summarized any reports and recommendation made by the Regional Policy Committee and, in the case of annexations, the Local Agency Formation Commission. Thereafter, the Board of Directors of CBMWD shall hear and

receive all oral and written protests, objections and evidence which may be made, presented or filed by any Contracting Agency or any interested person. Any Contracting Agency or person who shall have filed a protest may withdraw the same at any time prior to the conclusion of the hearing.

C. Hearing Resolution

Not later than 30 days after the conclusion of the hearing, the Board of Directors of CBMWD shall by resolution make its determination on the matter being considered. Such resolution shall contain findings in support of the determination and shall be deemed a final administrative action. A certified copy of each such resolution adopted by the Board of Directors of CBMWD shall be mailed by the secretary of CBMWD in the manner provided for in subpart 3 of part A of this section to each Contracting Agency and person who presented or filed a protest, objection or evidence at the hearing within 15 days of the date of the adoption of the resolution. Any Contracting Agency may challenge any such resolution and determination by administrative mandamus, injunctive or other appropriate action or proceeding. (Added April 12, 1984)

Section 27. EFFECTIVE DATE OF CONTRACT

This contract between CBMWD and the undersigned Contracting Agency shall become effective after the occurrence of all of the following events:

- (1) The authorization and execution of this contract by CBMWD and the undersigned Contracting Agency.

(2) The acquisition or construction by CBMWD of facilities for the Regional Sewerage System adequate to provide for the transmission, treatment, and disposal of all sewage then collected by the Community Sewer System of the undersigned Contracting Agency.

(3) The initiation and conduct of proceedings for and the completion of the formation of Improvement District "C" (either with or without elections, as provided by law) in substantial conformity with resolution of intention, Exhibit "C" hereof, and with boundaries substantially identical to those specified in Paragraph B of Section 9 hereof.

(4) The adoption by the Board of Directors of CBMWD of a capital outlay ordinance, substantially in the form set forth in Exhibit "B" hereof.

Not later than 15 days following the occurrence of the last such event, CBMWD shall give written notice thereof to the undersigned Contracting Agency. The notice shall specify a date, as determined by CBMWD, which shall be the effective date of this contract. The effective date shall be the first day of any calendar month occurring not sooner than one month nor later than one year after the date of giving the written notice.

Section 28. TERM OF CONTRACT

The term of this contract and any other service contract entered into between CBMWD and any sewage collection agency, shall be 50 years from the earliest effective date specified, in the original Service Contract between CBMWD and



any Contracting Agency, said date being January 2, 1973. It is the intent of the parties that all Service Contracts providing for the services and facilities of the Regional Sewerage System shall have the same termination date, without regard to the effective dates of the individual contracts.

In order to provide for a periodic review and update, as necessary, of the provisions of this contract, CBMWD and the Contracting Agencies agree to enter good faith discussions at intervals not exceeding five years or at the request of the majority of the Contracting Agencies. (Amended April 12, 1984)

Section 29. RENEWAL; OPTION FOR CONTINUED SERVICE

No later than two years prior to the end of the term of this contract or any earlier termination or extension of this contract, the parties shall negotiate for the extension or renewal of this contract upon comparable terms and conditions. If the parties have been unable to agree thereon, then any Contracting Agency, by written notice given to CBMWD at least 12 months prior to the expiration of said term, may elect to receive continued service after the expiration of said term upon the following conditions:

A. If, by reason of continued service, no expansion is required in any facilities of the Regional Sewerage System in existence upon the expiration of the term of this contract, the Contracting Agency may deliver sewage into the system in any quantity and at any flow rates. If, by reason of continued service, such expansion shall be required, the annual quantity

and flow rates of sewage to be delivered into the Regional Sewerage System by the Contracting Agency shall not exceed the quantity and flow rates delivered by the agency during the last full fiscal year preceding the expiration of said term.

B. The service charge rate shall be determined as provided in Section 18 hereof.

C. The sewage quality standards shall be in accordance with those in effect during the last full fiscal year preceding the expiration of said term or any higher standards prescribed by any federal, state or regional agency authorized by law to prescribe quality standards for effluent discharges.

D. CBMWD shall maintain and operate the Regional Sewerage System under substantially the same physical conditions of service as prevailed during the last fiscal year preceding the expiration of said term.

Other terms and conditions of continued service shall be reasonable and equitable and shall be mutually agreed upon and, if they provide for continued service for a specified number of years, a Contracting Agency shall have the option to receive further continued service upon the expiration of that and each succeeding period of continued service. (Amended April 12, 1984)

Section 30. AUTHORIZATION AND EXECUTION OF SEWAGE SERVICE AND ACQUISITION CONTRACTS

A. Authorization of Any Sewage Collection Agency

All proposed contracts between CBMWD and any sewage collection agency for the purpose of (i) providing the agency

with the services and facilities of the Regional Sewerage System under a Service Contract, (ii) the acquisition by CBMWD of any existing sewage treatment and disposal plant or interceptor sewer, or (iii) both (i) and (ii), shall be authorized for execution by CBMWD. The agency shall furnish CBMWD with a certified copy of the resolution authorizing execution by the agency, together with a certified copy of the proposed contract referred to therein. The resolution shall contain all restrictions, limitations, and conditions, if any, which may have been imposed on the execution of the contract.

B. Amendment of Any Existing Contract; New Contracts with Subsequent Contracting Agencies

If CBMWD proposes (i) to amend or rescind any existing Service Contract with a Contracting Agency or (ii) to enter a new Service Contract or a contract for the transfer of any existing sewage facilities to CBMWD, as part of the Regional Sewerage System; the Board of Directors of CBMWD shall adopt a resolution declaring its intention to do so and shall specify a time, not sooner than 60 days after the adoption of the resolution, and a place at which the Board will hold a hearing on the question of the proposed amendment, rescission or new contract, as the case may be. Immediately thereafter the secretary of CBMWD shall mail a copy of the resolution, together with a copy of the proposed amendment, rescission or new contract to the clerk or secretary of each Contracting Agency and to each member of the Regional Policy Committee. The

Regional Policy Committee shall review the proposal and, not later than 10 days preceding the date of the hearing, shall submit its written report and recommendation thereon to the general manager of CBMWD and to each Contracting Agency.

At the hearing on the proposal, the Board shall consider the report and recommendation of the Regional Policy Committee and shall hear representatives of any Contracting Agency, members of the committee, and any other interested persons. The Board may modify the proposal and, upon the conclusion of the hearing, order the authorization for execution by CBMWD of the proposed amendment, rescission, or new contract, as the case may be. (Amended April 12, 1984)

Section 31. NOTICE

Notices authorized or required to be given by any provision of this contract shall be deemed to have been given upon delivery, if delivered personally, or upon deposit in the mails, if enclosed in a properly addressed envelope and deposited in the United States mails for delivery by registered or certified mail.

Notice shall be given to the parties by delivery or mailing to the following officers of the parties at the following addresses:

CBMWD Secretary, Chino Basin Municipal  
Water District  
8555 Archibald Avenue  
Rancho Cucamonga, California

Undersigned Contracting Agency:

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

At any time a party may give written notice to the other party of a change in the designated officer or address.

Notice to members of the Regional Policy Committee or the Regional Technical Committee shall be given to the persons and at the addresses designated in the notices of appointment filed with the Secretary of CBMWD.

Section 32. PARTIAL INVALIDITY

The invalidity of any provision of this contract shall not affect the validity of the remainder thereof which can be given effect without such invalid provision.

Date of Execution

CHINO BASIN MUNICIPAL WATER DISTRICT

November 28, 1994

By:

Bill Hoop  
President of the Board  
of Directors

ATTEST:

John L. Anderson  
Secretary of the Board of  
Directors

Date of Execution

CITY OF CHINO

10/25/94

By:

Lucille M. Allen  
Mayor

ATTEST:

A. Blom  
City Clerk

Date of Execution

CITY OF CHINO HILLS

October 31, 1994

By: *Ray Brown*  
Mayor

ATTEST:

*Linda D. Smith*  
City Clerk (Sept. 27, 1994)

Date of Execution

CUCAMONGA COUNTY WATER DISTRICT

November 18, 1994

By: *James M. Merdion*  
President of the Board of  
Directors

ATTEST:

*W. Halberger*  
Secretary of the Board of  
Directors

Date of Execution

CITY OF FONTANA

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
City Clerk

Date of Execution

CITY OF CHINO HILLS

\_\_\_\_\_

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Date of Execution

CUCAMONGA COUNTY WATER DISTRICT

\_\_\_\_\_

By:

\_\_\_\_\_  
President of the Board of  
Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of  
Directors

Date of Execution

CITY OF FONTANA

November 15, 1994

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
*Linda S. Nunn*

Linda S. Nunn, CMC  
Deputy City Clerk



Date of Execution

CITY OF MONTCLAIR

October 24, 1994

By: *[Signature]*

Mayor

ATTEST:

*[Signature]*  
City Clerk

Date of Execution

CITY OF ONTARIO

October 25, 1994

By: *[Signature]*

Mayor

ATTEST:

*[Signature]*  
City Clerk



Date of Execution

CITY OF UPLAND

October 27, 1994

By: *[Signature]*

Mayor

ATTEST:

*[Signature]*  
City Clerk

# EXHIBIT A

QUALITY STANDARDS  
FOR  
CBMWD TREATMENT OF SEWAGE

Sewage treatment in this Agreement shall be defined as the following processes or methods for altering the quality of raw sewage.

I. Primary Treatments

A. Removal of sand and grit, floating solids and coarse suspended solids by

1. Racks
2. Medium screens
3. Grit chambers
4. Skimming tanks, with or without aeration

B. Removal of fine suspended solids by

1. Fine screens
2. Sedimentation by plain sedimentation tanks, with or without mechanized sludge-removal devices

II. Secondary Treatments

A. Oxidation by

1. Filters
  - a. Intermittent sand filters
  - b. Contact filters
  - c. Trickling filters
2. Aerations
  - a. Activated sludge
  - b. Contact aerators

3. Chlorinators
  4. Oxidation ponds
- III. Disinfection
- A. Chlorination or other acceptable chemical
- IV. Treatment, Handling and Disposal of Sewage Solids
- A. Screenings
    1. Medium screenings by shredding and digestion
    2. Fine screenings by digestion
  - B. Settled solids
    1. Digestion
    2. Conditioning
    3. Vacuum filtration
    4. Drying
  - C. Excess activated sludge by
    1. Thickening
    2. Digestion
    3. Conditioning with chemicals
    4. Vacuum filtration
    5. Drying

The above list is not intended to be all inclusive and it is anticipated that other methods and processes will be utilized to obtain similar changes in the quality of raw sewage. If such other methods of processes are utilized then treatment shall be defined as that part of the total process which will yield the following maximum reduction in Total Suspended Solids and BOD.

<u>Constituent</u>	<u>Maximum Percent Reduction Plant Influent to Effluent</u>
Total Suspended Solids	90
B.O.D.	90

Compliance with the definition for treatment as defined above by maximum percent reduction for total suspended solids and BOD shall be based on the annual average results of 24 hour composite samples analyzed once each month.

**EXHIBIT B**



CHINO BASIN  
MUNICIPAL  
WATER  
DISTRICT  
J. ANDREW SCHLANGE  
GENERAL MANAGER  
TELEPHONE (714) 987-1712

August 8, 1974

TO: City Clerks of all Contracting Agencies  
Regional Audit Committee Members  
Regional Technical Committee Members

SUBJECT: Exhibit "B" to Regional Sewerage Service Contract

Attached is a copy of CBMWD Ordinance No. 24 adopted by our Board of Directors at their July 24, 1974, meeting. This Ordinance provides for the "creation and accumulation of a Capital Outlay Fund."

This Ordinance replaces the existing Exhibit "B" to the Regional Sewerage Service Contract.

Very truly yours,

J. Andrew Schlange  
General Manager  
CHINO BASIN MUNICIPAL WATER DISTRICT

Attachment

/1f

ORDINANCE NO. 24

ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
CHINO BASIN MUNICIPAL WATER DISTRICT,  
SAN BERNARDINO COUNTY, CALIFORNIA,  
PROVIDING FOR THE LEVY AND COLLECTION  
OF TAXES WITHIN IMPROVEMENT DISTRICT "C",  
FOR THE CREATION AND ACCUMULATION OF A  
CAPITAL OUTLAY FUND AND FOR THE EXPENDITURE  
OF MONEYS IN SAID FUND IN ACCORDANCE  
WITH A REGIONAL SEWERAGE SYSTEM PLAN

WHEREAS, the Board of Directors of the Chino Basin Municipal Water District has approved a plan on file with the Secretary of the District entitled "General Plan for Water and Waste Water Systems" in the Chino Basin which, among other things, recommends that local sewage collection agencies own, control and operate all community sewer systems for the collection of sewage and that the District own, control and operate a regional sewerage system for the transmission, treatment and disposal of all sewage collected by said community sewer systems; and

WHEREAS, it is anticipated that the plan will be carried out in stages over a period of years and that, from time to time, the District will acquire existing transmission, treatment and disposal facilities owned by various sewage collection agencies as part of its regional sewerage system; and

WHEREAS, to implement said plan and to provide the District with a portion of its regional sewerage system, the District has acquired or proposes to acquire certain existing transmission, treatment and disposal facilities from certain sewage collection agencies; and



WHEREAS, the Board of Directors has initiated proceedings for the formation of Improvement District "C" for the acquisition and expansion of the regional sewerage system, including the construction of new facilities for the transmission, treatment and disposal of sewage and the making of replacements, betterments, additions or extensions of or to the system, all in accordance with the "Chino Basin Regional Sewerage System Plan," hereinafter referred to; and

WHEREAS, the Board of Directors deems it advisable to provide for the levy and collection of taxes within Improvement District "C", upon and after its formation, and for the creation and accumulation of a capital outlay fund for the purpose of the payment of all or part of the costs and expenses of the acquisition and expansion of the regional sewerage system; and

WHEREAS, it is in the public interest that moneys accumulated in said capital outlay fund be expended in accordance with a regional sewerage system plan, and for that purpose, the Board of Directors desires to adopt such a plan and to provide for the continuing review and amendment of such plan:

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Chino Basin Municipal Water District as follows:

Section 1. A capital outlay fund, to be known and be designated as the "Regional Waste Water Capital Improvement

Fund," is hereby created in the treasury of the District for the following purposes:

- (a) The payment of all or part of the capital costs and expenses of the acquisition and expansion of the regional sewerage system for Improvement District "C", including the acquisition of certain existing facilities, the construction of new facilities for the transmission, treatment and disposal of sewage and the making of replacements, betterments, additions or extensions of or to the system, and the establishment of reasonable reserves for any of the foregoing, including reserves for unforeseen contingencies and for extraordinary capital costs and expenses, all as more particularly shown and described in the Chino Basin Regional Sewerage System Plan of the District.

The regional sewerage system shall consist of facilities owned and operated by the District and, if in the opinion of the Board of Directors any territory in Improvement District "C" can be more economically or conveniently served by facilities owned, in whole or in part, and operated by others, the system may include interests or capacity rights in facilities owned by others.

Section 2. For the purpose of the creation of and the accumulation of moneys in the capital outlay fund and until such time as the purposes of the capital outlay fund

have been accomplished, the Board of Directors shall annually cause a capital outlay tax to be levied and collected upon all taxable property within Improvement District "C". The annual capital outlay tax shall be in an amount which, together with any amounts then accumulated in the capital outlay fund, the estimated amounts of capital outlay taxes to be levied and collected in future years and the estimated amounts of any other moneys expected to be available for payment of any part of the costs and expenses of the acquisition and expansion of the regional sewerage system, shall be sufficient to provide for the payment of all costs and expenses, as the same become due, of the acquisition and expansion of said system and for any amounts required to be set aside annually in any reserves theretofore established. The capital outlay tax shall be in addition to all other taxes and shall be levied and collected in the same manner as other district taxes. All moneys collected from capital outlay taxes shall be deposited to the credit of the capital outlay fund and shall be expended and disbursed for no other purposes than those set forth in Section 1 hereof.

Section 3. Until such time as the purposes of the capital outlay fund have been accomplished, the Board of Directors shall adopt and maintain a regional sewerage system plan. The plan shall describe the existing and proposed facilities of the regional sewerage system, all territory within Improvement District "C" and any territory proposed

to be annexed thereto upon expansion of the system, and shall specify the methods of financing the costs and expenses of the expansion of the system from the capital outlay fund and any other available moneys. The plan shall include:

- (a) Drawings showing the general nature, location and extent of all existing and proposed facilities of the regional sewerage system.
- (b) Maps showing the boundaries of Improvement District "C" and any territory outside of the District which is served by the regional sewer system.
- (c) Schedules indicating the anticipated dates for the acquisition and expansion and the construction of various portions of the proposed facilities.
- (d) Estimates of the costs and expenses for the acquisition and expansion and the construction of all proposed facilities.
- (e) If any of the facilities are proposed to be acquired or constructed pursuant to lease, purchase or contract requiring payments in future years, statements of the amounts or estimated amounts to become due in each future year by reason thereof.
- (f) Estimates of the amount of capital outlay tax and the tax rate required during each future year for the acquisition and expansion of the system.

(g) Such other drawings, data and explanations as may be necessary or convenient for the understanding of the plan.

Section 4. The proposed "Chino Basin Regional Sewerage System Plan" submitted by the General Manager, and on file with the Secretary is hereby adopted and, until amended, shall constitute the regional sewerage system plan of the district.

Section 5. The Board of Directors, from time to time, may amend the regional sewerage system plan and annex territory to Improvement District "C" and, for that purpose, shall cause a continuing review of the regional sewerage system plan to be made by the General Manager and by the Regional Audit Committee provided for in any sewage service contract between the District and local sewage collection agencies.

Before ordering any substantial amendments to the plan or the annexation of territory to Improvement District "C", the Board of Directors shall adopt a resolution declaring its intention to order the amendments, describe the proposed amendments and specify a time, not sooner than sixty (60) days after the adoption of the resolution, and a place at which the Board of Directors will hold a hearing on the question of the adoption of such amendments. Immediately thereafter the Secretary shall mail a copy of the resolution to the clerk or secretary of each local sewage collection agency

having a sewage service contract with the District and to each member of the Regional Audit Committee provided for in said contracts. The Regional Audit Committee shall review the proposed amendments or annexations and, not later than ten (10) days preceding the date of the hearing, shall submit its written report and recommendation thereon to the General Manager and to each contracting sewage collection agency.

At the hearing on the proposed amendments or annexations, the Board shall consider the report and recommendations of the Regional Audit Committee and shall hear representatives of any contracting agency, members of the Audit Committee and any other interested persons. The Board of Directors may modify the proposed amendments or territory proposed to be annexed to Improvement District "C" and, upon the conclusion of the hearing, order the amendments or the annexations. For the purpose of expenditures and disbursements authorized to be made from the capital outlay fund, the plan, as most recently amended, shall be deemed the Chino Basin Regional Sewage System Plan.

Section 6, The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

STATE OF CALIFORNIA            )  
  )  ss.  
COUNTY OF SAN BERNARDINO    )

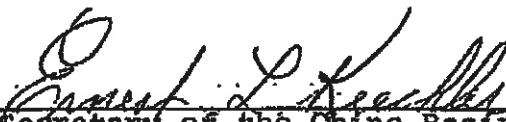
I, ERNEST L. KEECHLER, Secretary of the Board of Directors of the Chino Basin Municipal Water District, DO HEREBY CERTIFY that the foregoing ordinance was duly adopted by the Board of Directors of said district at a regular meeting of said Board held on the 24th day of July, 1974, and that it was so adopted by the following vote:

AYES:    Directors Masingale, Ferguson, Keechler, Comstock

NOES:    None

ABSENT:  Director Pehl

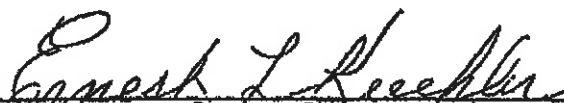
(SEAL)

  
\_\_\_\_\_  
Secretary of the Chino Basin Municipal  
Water District and of the Board of  
Directors thereof.

STATE OF CALIFORNIA            )  
  )  ss.  
COUNTY OF SAN BERNARDINO    )

I, ERNEST L. KEECHLER, Secretary of the Board of Directors of the Chino Basin Municipal Water District DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Ordinance No. 24 of said Board, and that the same has not been amended or repealed.

DATED:   July 24, 1974.

  
\_\_\_\_\_  
Secretary of the Chino Basin Municipal  
Water District and of the Board of  
Directors thereof.

(SEAL)

Section 7. This Ordinance shall be in full force and effect from and after its passage.

ADOPTED this 24th day of July, 1974.

Carl B. M...  
President of the Chino Basin Municipal  
Water District and of the Board of  
Directors thereof.

ATTEST:

Ernest L. Keebler  
Secretary of the Chino Basin Municipal  
Water District and of the Board of  
Directors thereof.

(SEAL)





**EXHIBIT C**

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CHINO BASIN MUNICIPAL WATER DISTRICT DECLAR-  
ING ITS INTENTION TO FORM AN IMPROVEMENT  
DISTRICT, DESIGNATED AS IMPROVEMENT DISTRICT  
"C", AND FIXING THE TIME AND PLACE OF HEARING

WHEREAS, Chino Basin Municipal Water District had approved a plan entitled "General Plan for Water and Waste Water Systems" which, among other things: (i) recommends that sewage collection agencies own, control and operate all community sewer systems within the Chino Basin and that Chino Basin Municipal Water District own, control and operate a regional sewerage system serving all community sewer systems within the Chino Basin by providing for the transmission, treatment, reclamation and disposal of all sewage, and (ii) states that the goals and objectives of the regional sewerage system include, not only the protection of public health, but also the enhancement of the entire area served by the regional sewer system by ~~protecting the quality of existing and future water sources, by~~ improvement of water management through integration of the various sources of water supply, including sewage effluent, and by improving general conditions for industrial, residential, commercial and agricultural development; and

WHEREAS, Chino Basin Municipal Water District may use sewage from municipal treatment facilities in satisfaction of its obligation in Orange County Water District v. City of Chino, Superior Court for Orange County, Case No. 117628; and

EXHIBIT "C"

WHEREAS, said general plan will be implemented in stages over a period of years and, from time to time, Chino Basin Municipal Water District will acquire various existing interceptor sewers and sewage treatment facilities as part of its regional sewerage system; and

WHEREAS, Chino Basin Municipal Water District proposes to enter an agreement or agreements for the purchase or lease of certain existing interceptor sewers and sewage treatment and disposal facilities which shall constitute a portion of its regional sewerage system; and

WHEREAS, said general plan recommends that Chino Basin Municipal Water District finance the capital costs of the acquisition and construction of all existing and future facilities comprising its regional sewerage system through the formation of an improvement district and the imposition of ad valorem taxes, sewage standby or availability charges and other charges and that all agencies contracting for the services of the regional sewerage system pay the costs and expenses incurred by Chino Basin Municipal Water District for maintenance and operation of its regional sewerage system;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Chino Basin Municipal Water District as follows:

Section 1. That this Board of Directors deems it necessary and hereby declares its intention to form an improvement district, pursuant to Sections 72000 et seq. of the Water

Code, for the purpose of undertaking and implementing said regional sewerage system.

Section 2. That, in the opinion of this Board of Directors, only a portion of the Chino Basin Municipal Water District will be benefited by the accomplishment of the purpose stated herein, which portion shall be designated as Improvement District "C" of the Chino Basin Municipal Water District, and that the exterior boundary of said Improvement District "C" shall be described as follows:

(legal description of Improvement District "C")

Section 3. That, in order to undertake and implement said regional sewerage system, this Board of Directors acting in behalf of said proposed improvement district shall be authorized and empowered to investigate, study, analyze, appraise, finance, acquire, construct, operate, maintain, extend, repair or improve works and facilities for the transmission, treatment and disposal of sewage, waste and storm water including equipment for operation and maintenance of said works and facilities and for the foregoing appurtenances and appurtenant works, and including acquisition of all lands, easements, machinery, equipment, materials, apparatus and other property necessary therefor, and including all engineering, inspection, appraisal, accounting, legal, fiscal agent and financial consultant fees and costs, cost of special elections, cost of issuing bonds, notes, warrants and

any other evidence of indebtedness, interest on any indebtedness and all other costs and expenses incidental to or connected with undertaking and implementing said regional sewerage system.

Section 4. That, based upon costs for the year 1972, the average annual expenditures to undertake and implement said regional sewerage system are estimated to be \$1,500,000 per year.

Section 5. That said regional sewerage system shall be financed by any or all of the following means: ad valorem taxes levied exclusively upon taxable property within said proposed improvement district; sewage standby or availability charges levied exclusively on acreage within said proposed improvement district; fees and charges for annexation to said proposed improvement district; extraordinary capital outlay charges and annual capital outlay charges levied on territory outside of said proposed improvement district as compensation for receiving services of the regional sewerage system; service charges collected for sewage delivered into the regional sewerage system; charges for delivery or sale of sewage treated and reclaimed in the regional sewerage system; and such additional amount of ad valorem taxes as may be necessary to pay principal of and interest on bonds issued in connection with said regional sewerage system.

Section 6. That \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 1972, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., of said day, at the \_\_\_\_\_,

located at \_\_\_\_\_, California, be and the same is hereby fixed by this Board of Directors as the time and place for a hearing by this Board of Directors on the formation and extent of said proposed improvement district; on the purpose for which said proposed improvement district is to be formed; on the estimated expenses of carrying out such purposes; and in any other matters set forth in this resolution.

Section 7. That at the time and place fixed for said hearing, or at any time and place to which said hearing is adjourned, this Board of Directors shall proceed with the hearing and shall hear and consider all written and oral objections, protests or comments from any person interested, including all persons owning property in the Chino Basin Municipal Water District or in said proposed improvement district, to any matters set forth in this resolution.

Section 8. That a map showing the exterior boundaries of said proposed improvement district, with relation to the territory immediately contiguous thereto, is on file with the Secretary of Chino Basin Municipal Water District and is available for inspection by any person or persons interested at the Offices of the Chino Basin Municipal Water District, located at 8555 Archibald Avenue, Cucamonga, California.

Section 9. That said map showing the exterior boundaries of said proposed improvement district shall govern for all details as to the extent of said proposed improvement district.

Section 10. That notice of said hearing shall be given

by the Secretary of this Board of Directors by publication of a copy of this resolution in the \_\_\_\_\_, a newspaper of general circulation printed and published in said proposed improvement district, pursuant to Section 6066 of the Government Code.

Section 11. That further notice of said hearing shall be given by the Secretary of this Board of Directors by posting a copy of this resolution in three (3) public places within said proposed improvement district at least two (2) weeks prior to the time fixed for said hearing.

Section 12. That said copy of this resolution so published and posted shall be accompanied by a notice subscribed by said Secretary, with the seal of the district attached, to the effect that the hearing referred to in this resolution will be had at the time and place above specified, that at said time and place this Board of Directors shall hear and consider all written and oral objections, protests and comments from any person interested on any matters set forth in this resolution, and that a map of said proposed improvement district is on file with the Secretary of the district and available for inspection by any interested person.

Section 13. That said Secretary is directed to give further notice of said hearing by placing in the mail, postage prepaid, first class, copies of said notice and of this resolution, addressed to all persons owning property within said

proposed improvement district, as shown on the last equalized assessment roll used by the district, said mailing to be completed at least fifteen (15) days prior to said hearing.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1972.

\_\_\_\_\_  
President of the Chino Basin  
Municipal Water District and of  
the Board of Directors thereof.

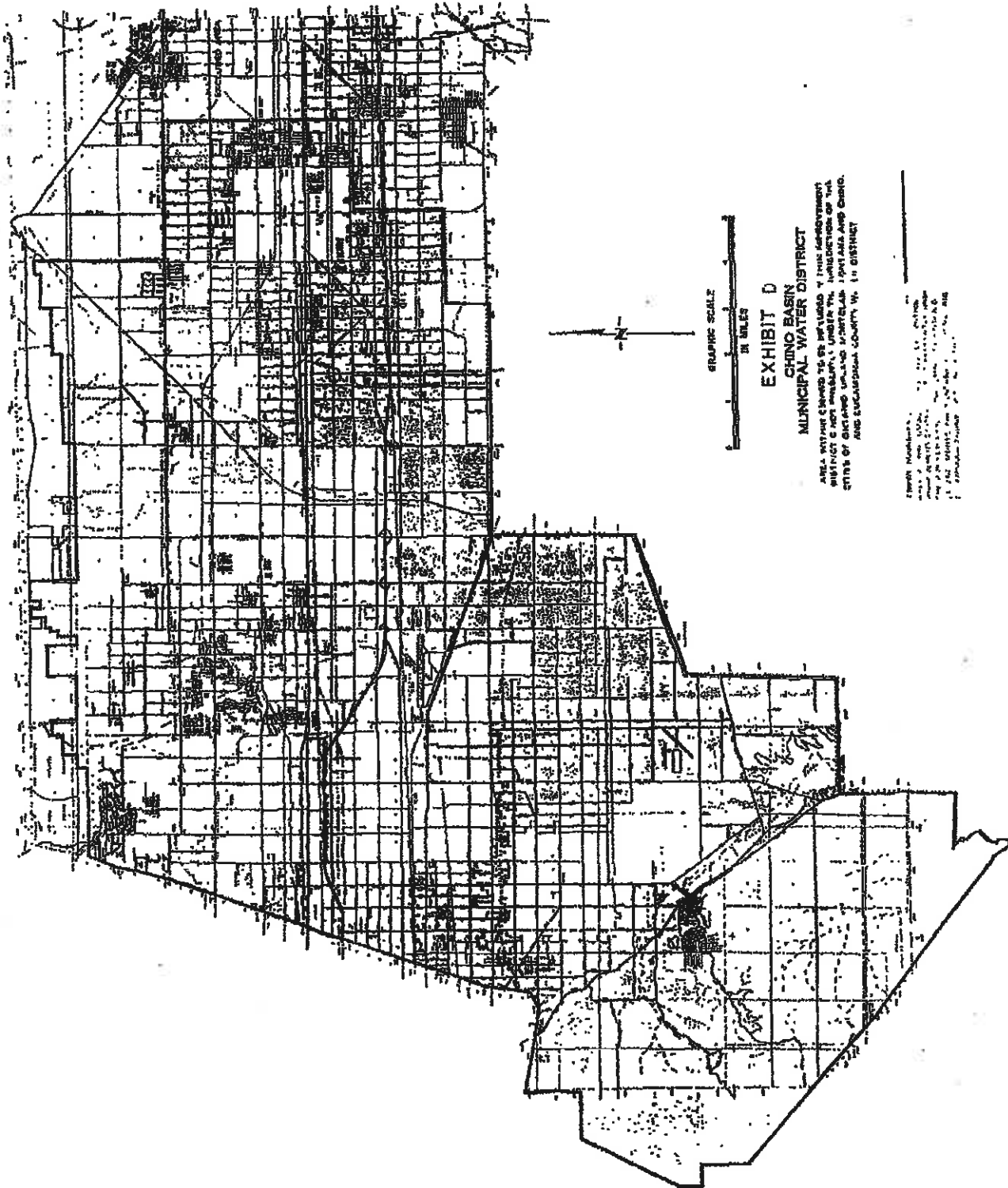
ATTEST:

\_\_\_\_\_  
Secretary of the Chino Basin  
Municipal Water District and of  
the Board of Directors thereof.

(SEAL)



**EXHIBIT D**

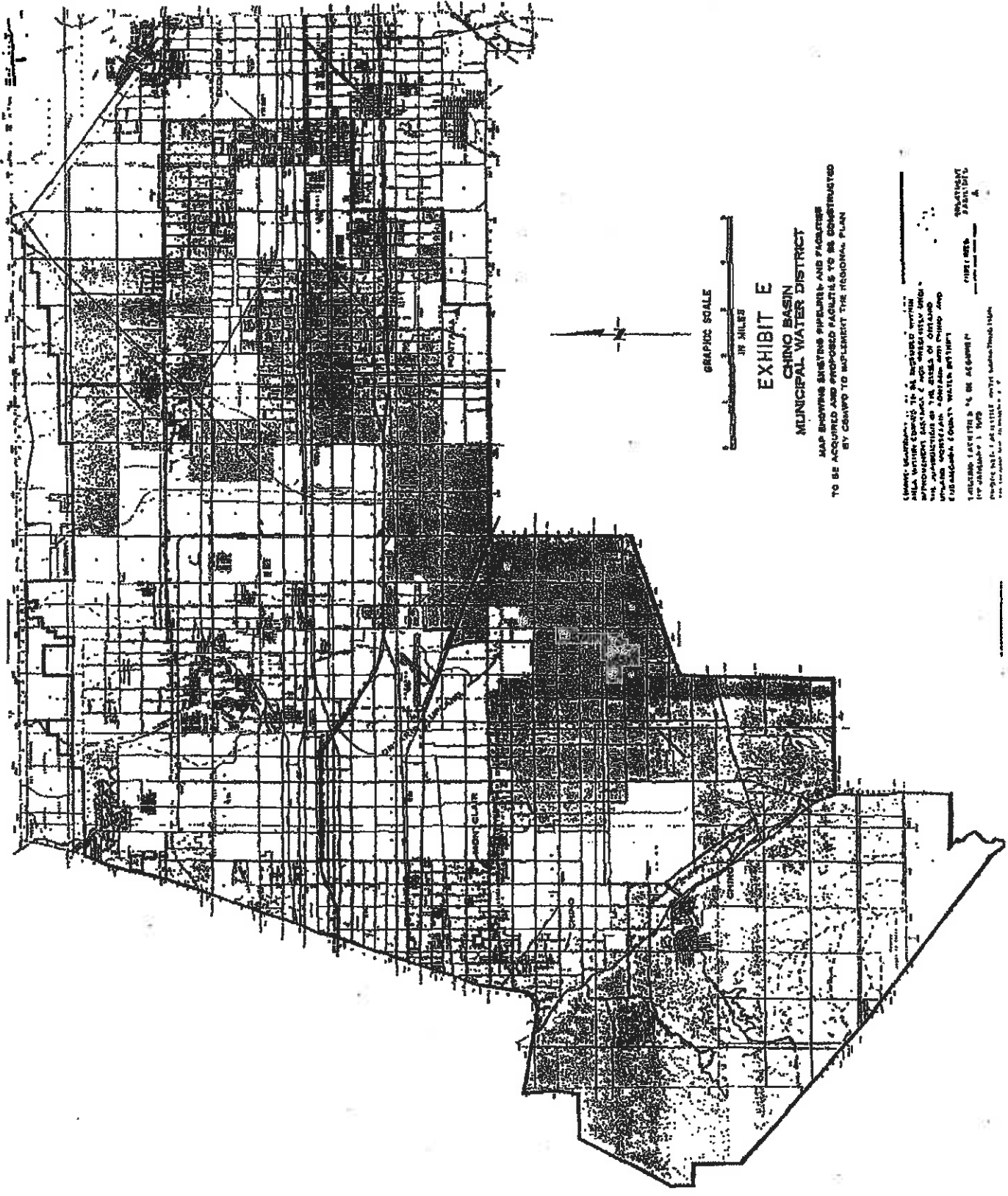


**EXHIBIT D**  
**CHINO BASIN**  
**MUNICIPAL WATER DISTRICT**

AREA WITHIN CIRCLES IS PERMITTED TO FORM MEMBERSHIP DISTRICT & NOT MEMBERSHIP UNDER THE JURISDICTION OF THE CITY OF CHICAGO UNDER DISTRICT 10 OF THE CHICAGO AND SOUTHWESTERN COUNTY WATER DISTRICT

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**EXHIBIT E**



GRAPHIC SCALE  
IN MILES

**EXHIBIT E**  
**CHINO BASIN**  
**MUNICIPAL WATER DISTRICT**

MAP SHOWING EXISTING PIPELINES AND FACILITIES TO BE ACQUIRED AND PROPOSED FACILITIES TO BE CONSTRUCTED BY COMPANY TO IMPLEMENT THE REGIONAL PLAN

THESE FACILITIES ARE TO BE ACQUIRED BY THE COMPANY BY THE EXERCISE OF THE Eminent Domain Power OF THE STATE OF CALIFORNIA. THE FACILITIES TO BE CONSTRUCTED BY THE COMPANY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REGIONAL PLAN. THE FACILITIES TO BE CONSTRUCTED BY THE COMPANY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REGIONAL PLAN.

**EXHIBIT F**

## EXHIBIT F

### LOCATION OF DELIVERY AND METERING POINTS TO DISTRICT REGIONAL FACILITIES

#### GENERAL

The location described below are points where sewage initially would be accepted for delivery to the Chino Basin Reclaimable Waste Water System. Metering of flows would be at selected locations as described below. It is anticipated that these locations may be replaced or supplemented by other delivery or metering points at a later date.

#### 1. CITY OF CHINO

Sewage from the City of Chino shall be delivered to the Chino Interceptor of the Chino Basin system at manholes located at or near to each of the following street intersections:

- a. At the site of the old sewage treatment plant near Monte Vista and Merrill Avenue, County of San Bernardino.
- b. On Central Avenue about 1,000 feet northwesterly from the intersection of Mountain and Central Avenues, County of San Bernardino.

Sewage from the City of Chino shall be metered at the existing City of Chino Wastewater Treatment Plant.

2. CUCAMONGA COUNTY WATER DISTRICT

Sewage from the CCWD shall be delivered to and metered at manholes at three locations; being:

- a. In Archibald Avenue at a point 1,210 feet northerly of the centerline of Colton Avenue ("G" Street).
- b. In Turner Avenue, at a point 1,797 feet northerly of the centerline of Colton Avenue ("G" Street).
- c. Colton Avenue, east of Day Creek channel. Temporary connection to the non-reclaimable waste system with future connection to the Chino Basin Municipal Water District reclaimable wastewater system at this point.

3. CITY OF FONTANA

Sewage from the City of Fontana shall be delivered to the manhole at the intersection of Beech and Jarupa Avenues and metered at the existing metering station at the influent of the existing Fontana Sewage Treatment Plant.

4. CITY OF UPLAND

Sewage from the City of Upland shall be delivered to manholes at two locations; being:

- a. In Grove Avenue northerly of Eighth Street at the northerly property line of the Atcheson Topeka and Santa Fe Railway.
- b. In a sanitary sewer easement abutting the northerly side of the San Bernardino Freeway right-of-way at a point 1,218 feet south easterly of the centerline of Campus Avenue.

Sewage from the City of Upland shall be metered at the metering station on the north side of Interstate 10 approximately 85 feet southeast of the centerline of Grove Avenue.

5. CITY OF ONTARIO

Sewage from the City of Ontario shall be discharged at manholes adjacent to the following intersections:

- a. Haven Avenue and the Southern Pacific Railroad right-of-way, County of San Bernardino.
- b. Northerly extension of Humboldt Avenue and Fourth Street, City of Ontario.
- c. Humboldt Avenue and southerly frontage road, State Route 10, City of Ontario.
- d. Imperial Avenue and "I" Street, City of Ontario.
- e. Imperial Avenue and alley northerly of "G" Street, City of Ontario.
- f. Imperial Avenue and "D" Street, City of Ontario.
- g. Imperial Avenue and Holt Avenue, City of Ontario.
- h. Imperial Avenue and Easement adjacent to northerly right-of-way line of Southern Pacific Railroad, City of Ontario.



- i. Easement located adjacent to westerly end of east-west runway at Ontario International Airport at a point located approximately 800 feet southerly of State Street and 1,400 feet easterly of Grove Avenue, City of Ontario.
- j. A point located approximately 1,400 feet easterly of Grove Avenue and the easterly extension of California Street, City of Ontario.
- k. Vineyard Avenue and a point located approximately 200 feet northerly of Mission Boulevard, City of Ontario.
- l. A point located approximately 300 feet easterly of Vineyard Avenue and 200 feet northerly of Mission Boulevard, City of Ontario.
- m. Northerly extension of Ironcraft Street and Francis Street, City of Ontario.
- n. A point located on the northerly extension of Ironcraft Avenue and approximately 300 feet northerly of Mission Boulevard, City of Ontario.
- o. Chino Avenue and point located approximately 100 feet southerly of Philadelphia Avenue, City of Ontario.
- p. Manhole on 24-inch trunk sewer on site of Regional Waste Water Treatment Plant No. 1 immediately upstream of flow metering structure of that treatment facility, City of Ontario. Said metering structure is located approximately 1,800 feet southerly of Philadelphia Avenue and 1,100 feet easterly of Chino Avenue, City of Ontario.

Sewage from the City of Ontario shall be metered at the existing influent lines to Wastewater Treatment Plants 1 and 2.

6. CITY OF MONTCLAIR

Sewage from the City of Montclair shall initially be delivered to either or both of two existing alternative delivery systems, as follows:

- a. A manhole of Sanitation District No. 21 of Los Angeles County located within the right-of-way of Phillips Avenue approximately 750 feet westerly of East End Avenue, County of Los Angeles.
- b. A manhole at the intersection of Ramona Avenue and Grand Avenue.

Sewage from the City of Montclair shall be metered in two locations in Phillips Avenue; as follows:

- a. In the vicinity of Pipeline Avenue.
- b. In the vicinity of Ramona Avenue.

7. IMPROVEMENT DISTRICT B, CHINO BASIN MWD

Sewage from Improvement District "B", Chino Basin MWD, shall be delivered to and metered at a manhole located approximately 150 feet, westerly of Telephone Avenue and adjacent to the north-easterly right-of-way line of the Chino Creek Channel, County of San Bernardino.

**EXHIBIT G**

CHINO BASIN AGREEMENT FOR  
RECLAMATION OF TREATED EFFLUENT  
EXHIBIT G

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CHINO BASIN AGREEMENT  
FOR RECLAMATION OF  
TREATED EFFLUENT

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CHINO BASIN AGREEMENT  
FOR RECLAMATION OF  
TREATED EFFLUENT

AGREEMENT made and entered this \_\_\_\_ day of \_\_\_\_\_, 1972 between CHINO BASIN MUNICIPAL WATER DISTRICT ("CBMWD"), a municipal water district and \_\_\_\_\_, ("undersigned purchasing agency"), a \_\_\_\_\_

RECITALS

WHEREAS, CBMWD and the undersigned purchasing agency, prior hereto or concurrently herewith, have entered a service contract entitled "Chino Basin Regional Sewage Service Contract" whereby CBMWD agrees to provide for the ownership and operation by it of a regional sewerage system and for the transmission, treatment, and disposal of all sewage collected by the undersigned purchasing agency and by certain other purchasing or sewage collection agencies; and

WHEREAS the parties hereto desire to enter this agreement whereby CBMWD will be provided with an assured supply of treated effluent from the regional sewerage system for the purpose of the reclamation of said effluent and the undersigned purchasing agency and other purchasing agencies will be provided with a right of first purchase of the reclaimed effluent.



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COVENANTS

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1. DEFINITIONS

Unless otherwise required by the context, various terms used in this agreement, including the recitals, shall have the meanings set forth in this section. The singular number includes the plural and the plural the singular.

"Acquire" or "Acquisition" means to acquire or make the acquisition of one or more of the following:

- A. Fee simple title to land.
- B. Any interest in land by deed, easement, lease, sub-lease, contract, or otherwise.
- C. Title to or any interests in any existing facilities located upon land.
- D. Interests or capacity rights in any land or facilities owned by others.

"CBMWD" means the Chino Basin Municipal Water District, a municipal water district.

"Chino Basin" means that area underlain by the Chino and Cucamonga groundwater basins and that portion of the Claremont Heights groundwater basin within San Bernardino County which groundwater basins are described in Bulletin No. 53 of the California Division of Water Resources, dated March, 1947 and entitled "South Coastal Basin Investigation -

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Overdraft on Groundwater Basins."

"Effluent" means the liquid outflow at the discharge point of any treatment or reclamation facility;

"Facilities" means any pipelines, buildings, structures, works, improvements, fixtures, machinery, equipment, or appliances and any real property, or interests therein, necessary or convenient for the construction, maintenance, and operation of any of the foregoing.

"Purchasing agency" includes the undersigned purchasing agency and any other sewage collection agency which is located, in whole or in part, within the boundaries of CBMWD and which has entered a service contract with CBMWD and, to the extent provided in Paragraph B of Section 3 of the service contracts, includes CBMWD.

"Reclaim" or "Reclamation" means any process or method for altering the quality of treated sewage effluent to standards superior to those prescribed for treatment, as specified in Exhibit "A" attached to and made a part of the service contracts.

"Regional sewerage system" means all facilities owned, controlled, or operated by CBMWD for the purpose of the transmission, treatment, and disposal of sewage collected by purchasing agencies, all as more particularly defined in the service contracts.

"Service contract" means any contract between CBMWD and a purchasing agency for the transmission, treatment and dis-

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posal, by means of the regional sewerage system, of all sewage collected by the agency.

"Sewage" means any liquid waste and water borne solid waste resulting from residential, commercial, industrial, or institutional activities or uses.

"Treat" or "Treatment" means any process or method for altering the quality of sewage to standards equal to those prescribed in Exhibit "A" attached to and made a part of the service contracts.

"Undersigned purchasing agency" includes only the purchasing agency specifically designated in the first paragraph of this agreement and the signatory of this particular agreement.

## Section 2. SCOPE OF AGREEMENT

This agreement shall apply only to (i) reclamation facilities acquired, constructed, or operated by CBMWD for the reclamation of treated effluent discharged from any treatment and disposal facility of the regional sewerage system and (ii) reclaimed effluent discharged from said reclamation facilities. Except as otherwise provided herein, this agreement shall not apply to any transmission, treatment and disposal facilities which are part of the regional sewerage system or to sewage or treated effluent discharged into or from the regional sewerage system.

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Upon execution of this agreement and the availability of reclaimed effluent to the undersigned purchasing agency, the agency shall have no further right of first purchase of treated effluent pursuant to Sections 15 and 16 of the service contract with the agency.

Section 3. RIGHTS AND OBLIGATIONS

A. Ownership of Reclamation Facilities by CBMWD

Except as to any reclamation facilities of CBMWD existing or under construction on the date of this agreement, CBMWD shall not be obligated to acquire, construct or operate any future reclamation facilities or any additions to any existing reclamation facilities for the reclamation of any sewage or treated effluent discharged into or from the regional sewerage system, unless such future facilities or additions are required for the exercise of the right of first purchase of reclaimed effluent by a purchasing agency, in which case, the agency shall give CBMWD not less than three years written notice of its intention to exercise its right of first purchase. CBMWD, in its sole discretion, may own, acquire, construct, or operate any other reclamation facilities that it deems advisable.

B. Degree of Reclamation

Unless otherwise mutually agreed between CBMWD and the purchasing agency, CBMWD shall be obligated to provide

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reclamation facilities and methods consisting only of those required for the coagulation, sedimentation, filtration and disinfection of treated effluent.

C. Delivery and Reclamation of Treated Effluent

If and to the extent that CBMWD owns, acquires, or constructs any reclamation facilities:

1. CBMWD shall have an assured supply of treated effluent for the operation of the reclamation facilities and shall be entitled to take delivery of and reclaim any or all treated effluent discharged into or from any part of the regional sewerage system.

2. Each purchasing agency shall have the right of first purchase of reclaimed effluent from CBMWD as herein provided; CBMWD shall be obligated to operate its reclamation facilities to the extent necessary for the exercise of said right of first purchase.

~~All contracts by CBMWD with any person or public agency, other than a purchasing agency, for the beneficial use, sale or other disposition of reclaimed effluent shall provide that they are made subject to the provisions of all reclamation agreements entered into by CBMWD and all purchasing agencies.~~

Section 4. BASE ENTITLEMENTS AND MANNER OF EXERCISE

A. Base Entitlements

For the purpose of this agreement, the total quantity

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of reclaimed effluent which is subject to the right of first purchase from CBMWD by any purchasing agency shall be the base entitlement of said agency, determined in the manner provided in subparagraph 2 of Paragraph A of Section 16 of the service contract with that agency, less normal processing losses resulting from the reclamation of treated effluent.

B. Delivery Points

Unless otherwise agreed by CBMWD, the delivery point or points of any purchasing agency exercising its right of first purchase of reclaimed effluent shall be the discharge point or points of each reclamation facility of CBMWD.

C. Exercise of Base Entitlement at Various Discharge Points

If none of the sewage collected by a purchasing agency is exported from the Chino Basin pursuant to Section 8 of the service contract, the base entitlement of such agency shall be exercised as provided in subparagraph 1 of this Paragraph C. If all of the sewage collected by a purchasing agency is exported, the base entitlement of such agency shall be exercised as provided in subparagraph 2 of this Paragraph C. If a portion only of the sewage collected by a purchasing agency is exported, the portion of the base

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entitlement represented by nonexported sewage shall be exercised as provided in subparagraph 1 and the portion represented by exported sewage shall be exercised as provided in subparagraph 2.

Base entitlements of each purchasing agency shall be exercised in quantities and at delivery points determined as follows:

1. If the treated effluent originating from sewage collected by any purchasing agency ("agency effluent") is reclaimed:

a. By a single reclamation facility, the total base entitlement of such agency shall be exercised from reclaimed effluent discharged from that facility.

b. By two or more reclamation facilities, the base entitlement of such agency shall be exercised from each such facility in the proportion that the total agency effluent of the particular agency which is reclaimed by that facility bears to the total agency effluent of all agencies whose agency effluent is reclaimed by that facility.

2. If the sewage collected by a purchasing agency is exported, the base entitlement of such agency shall be exercised from a prorata share of reclaimed effluent discharged from each of the several reclamation facilities, computed as follows:

a. Based upon the preceding fiscal year, determine the ratio of the total quantity of all agency effluent re-

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claimed by each individual reclamation facility to the total quantity of all agency effluent reclaimed by all reclamation facilities.

b. The prorata share of an exporting agency for each individual reclamation facility shall be determined by multiplying the ratio for that facility, computed under a., above, by the base entitlement of such agency.

c. The computations described in a. and b., above, may be diagrammed as follows:

$$\frac{\text{Total agency effluent, each Facility}}{\text{Total agency effluent, all facilities}} \times \text{Base entitlement} = \text{Agency prorata share at each facility}$$

#### D. Priorities

If any existing reclamation facilities shall be inadequate for the exercise of the rights of first purchase by two or more purchasing agencies, then until such time as the capability of said facilities shall be expanded, any purchasing agency making an earlier exercise of its rights of first purchase from said facilities shall, to the extent of the capability of the existing facilities, have a priority in the exercise of such rights to a flow and quantity of reclaimed effluent equal to that delivered to it during the preceding fiscal year, but not to exceed its base entitlement, over any other purchasing agency seeking to make a later exercise of its rights of first purchase of reclaimed effluent from said existing facilities.



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Section 5. RECLAMATION FACILITIES, COSTS, AND  
RECLAMATION CHARGES

A. Financing Reclamation Facilities and Delivery Costs

All costs of CBMWD for reclamation facilities and for the delivery of reclaimed effluent shall be financed by CBMWD from sources other than service charges collected pursuant to service contracts and improvement district taxes levied and collected within Improvement District "C".

B. Reclamation Facilities

Except as otherwise mutually agreed upon by CBMWD and a purchasing agency, for the purposes of determining net audited costs of reclamation under this agreement, the reclamation facilities and methods shall (i) include only those required for the coagulation, sedimentation, filtration and disinfection of treated effluent and any additional facilities and methods which may be required by any federal, state, or regional agency authorized by law to prescribe quality standards for the types of proposed use of effluent, and (ii) shall exclude all or any portion of the disposal costs of the regional sewerage system and the reclamation facilities which are attributable to the disposal of treated or reclaimed effluent of the agency and which are located downstream from any treatment or reclamation facilities treating sewage of that agency or reclaiming treated effluent

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resulting therefrom.

C. Net Audited Costs for Reclamation Facilities;  
Grants and Financial Assistance

CBMWD's net audited costs for reclamation facilities owned and operated by it shall consist of:

1. Straight line depreciation upon the reclamation facilities, based upon CBMWD's historical costs and on an estimated useful life of 40 years.
2. Costs of maintenance and operation of the reclamation facilities and applicable overhead of CBMWD.
3. Costs of real property necessary for the maintenance and operation of the reclamation facilities, based upon CBMWD's historical costs and amortized on a straight line basis over the estimated useful life of the reclamation facilities constructed on said real property.

CBMWD's net audited costs for reclamation facilities shall be reduced by the amounts of any grants or financial assistance received therefor by CBMWD from the federal or state governments or any county, city or special district.

D. Delivery Facilities For and Costs of Delivery  
of Reclaimed Effluent

Delivery facilities shall consist of any facilities for the delivery of reclaimed effluent from the point of discharge of any reclamation facilities of CBMWD to the

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point of use of the effluent. This agreement and the reclamation charge provided herein shall not apply to any such delivery facilities or the financing thereof. CBMWD or any purchasing agency may, at their own expense, acquire, construct or make a contribution towards the financing of capital costs and maintenance and operation expenses of any delivery facilities. CBMWD, or any purchasing agency or agencies, or any combination thereof, may provide for delivery facilities by contract entered into between or among themselves or with any other person or public or private agency.

E. Reclamation Charge Rate

A reclamation charge rate shall be annually fixed by CBMWD for each separate reclamation facility of CBMWD. Except as otherwise provided in this Paragraph E, said charge shall be fixed in the manner provided in the service contracts for the fixing of the service charge rate. The reclamation charge rate shall be expressed in dollars and cents for each million gallons of reclaimed effluent and shall be computed for each separate reclamation facility by dividing the total estimated net audited cost of reclamation for that facility by the total estimated quantity of effluent to be reclaimed by that facility. Any purchasing

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agency receiving delivery of reclaimed effluent shall pay therefor at the reclamation charge rate fixed for the reclamation facility or facilities from which such delivery is made.

With respect to any reclamation facility hereafter acquired or constructed by CBMWD, the reclamation charge rate shall be estimated by CBMWD for the initial period between the commencement of operation of said facility and the end of the next succeeding fiscal year. Within 60 days after the end of said fiscal year, CBMWD shall determine the difference between a reclamation charge rate based on actual net audited costs and said estimated rate and, with respect to any purchasing agency which has purchased reclaimed effluent, either refund the amount of any excess resulting from overpayment or submit a statement for the amount of any deficiency resulting from underpayment. Within 60 days after the submission of a statement of deficiency, the purchasing agency shall pay CBMWD the amount of the deficiency.

F. Measurement of Reclaimed Effluent

CBMWD shall install, maintain, and operate measuring devices and equipment at a location or locations mutually agreed upon by CBMWD and the purchasing agencies. The measuring devices and equipment shall be examined, tested

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and serviced regularly to insure their accuracy. At any time CBMWD or any purchasing agency may inspect any measuring devices and equipment and all records and measurements taken therefrom.

G. Billing and Payment of Reclamation Charges

Charges to purchasing agencies for the delivery of reclaimed effluent shall be billed and paid in the manner provided in Section 20 of the service contracts for the billing and payment of service charges.

Section 6. CONTROL AND DISPOSITION OF EFFLUENT

CBMWD shall have the total ownership and control of all treated effluent delivered to it for the purpose of reclamation, transmission and disposal; subject to the right of first purchase by any purchasing agency, the use of all reclaimed effluent resulting from said reclamation shall be within the sole discretion of CBMWD. If any purchasing agency exercises its right of first purchase of reclaimed effluent, then such agency shall have the total ownership and control of all reclaimed effluent delivered to it and the use thereof shall be within the sole discretion of that agency.

Any purchasing agency exercising its right of first purchase of reclaimed effluent may make any lawful use thereof, including beneficial use, sale or other disposition and

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shall be entitled to retain all charges received by it as a result of any such use.

To the extent that any of the purchasing agencies fail to exercise their respective rights of first purchase of reclaimed effluent, CBMWD may make any lawful use of such effluent, including beneficial use, sale or other disposition inside or outside the Chino Basin; provided, that:

A. CBMWD shall not, for a consideration, sell or otherwise dispose of any reclaimed effluent for beneficial use inside the Chino Basin without the prior consent of all purchasing agencies; and

B. If CBMWD, for a consideration, sells or otherwise disposes of any reclaimed effluent for beneficial use outside the Chino Basin, any portion of the consideration in excess of CBMWD's net audited costs of reclamation and delivery of the reclaimed effluent shall be apportioned and credited:

1. 85% to the Regional Sewerage System Maintenance and Operation Fund, established pursuant to the service contracts, and

2. 15% to the Regional Waste Water Capital Improvement Fund, established pursuant to the service contracts.

Section 7: NOTICE OF EXERCISE OF RIGHT OF FIRST PURCHASE

Any purchasing agency desiring to exercise its right

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of first purchase of reclaimed effluent shall give CBMWD written notice as follows:

A. Notice by CBMWD

On or before the first day of March of each year CBMWD shall give each purchasing agency written notice requesting the agency to provide CBMWD with a schedule of the estimated flow and quantity of reclaimed effluent proposed to be delivered to the agency during the next fiscal year from each reclamation facility from which that agency is entitled to receive delivery of such effluent. The rates of flow and quantity shall not exceed the capability of the reclamation facilities then in operation.

B. Notice by Contracting Agency

On or before the first day of April of each year, each purchasing agency shall provide CBMWD with a schedule pursuant to the immediately preceding Paragraph A.

C. Allocation of Reclaimed Effluent

On or before the first day of May of each year, CBMWD shall allocate reclaimed effluent to purchasing agencies based upon schedules submitted pursuant to the immediately preceding Paragraph B. Immediately after making the allocation, CBMWD shall give a written notice of allocation to each agency stating the flow and quantity allocated to that agency during the next fiscal year.

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D. Additional Allocation of Reclaimed Effluent

At any time during a fiscal year and upon 60 days written notice to CBMWD, a purchasing agency may apply for the delivery of any reclaimed effluent then available at a rate of flow or quantity greater than that specified in the notice of allocation given pursuant to the immediately preceding Paragraph C. The rates of flow and quantity shall not exceed the capability of the reclamation facilities then in operation.

E. Additional Facilities

If the rates of flow or quantity of reclaimed effluent specified in the schedule filed by any purchasing agency exceed the capabilities of the reclamation facilities then in operation, the purchasing agency shall give CBMWD three years' notice to permit construction of additional facilities of sufficient capability for such increased rates of flow or quantity.

Section 8. RECLAMATION AGREEMENTS BY CBMWD WITH PERSONS AND AGENCIES OTHER THAN PURCHASING AGENCIES

CBMWD may enter reclamation agreements with any sewage collection agency, other than a purchasing agency, located inside or outside the boundaries of CBMWD, provided, that any such agreements shall not be inconsistent with the provisions of reclamation agreements of purchasing agencies.



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Subject to the rights of all purchasing agencies, as herein provided, CBMWD may by contract provide for the utilization of any reclamation facilities owned and operated by it for the reclamation of treated effluent of any person or agency, other than a purchasing agency. Any such contract shall require (i) payment to CBMWD of the net audited costs of reclamation and delivery of the reclaimed effluent and (ii) if the treated effluent delivered to CBMWD for reclamation shall be of a quality inferior to the standards prescribed in Exhibit "1" attached hereto and made a part hereof, in addition to the reclamation charge, shall require payment of a surcharge for the additional capital, maintenance, and operation costs of CBMWD in treating and reclaiming the inferior treated effluent.

Section 9. CONTRACTS OF PURCHASING AGENCIES  
FOR JOINT EXERCISE OR TRANSFER OF  
RIGHTS OF FIRST PURCHASE.

Subject to the rights of CBMWD hereunder, any or all of the purchasing agencies may by contract provide for the joint exercise of their respective rights of first purchase of reclaimed effluent or for the sale, exchange, or transfer of such rights. Certified copies of all such contracts shall be filed with CBMWD by the parties thereto.

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Section 10. INSPECTION OF FACILITIES

Any authorized officer or employee of a purchasing agency may enter and inspect any reclamation facilities of CBMWD. The inspection shall be made during normal working hours on regular business days and upon the giving of not less than 24 hours prior notice to CBMWD of the inspection. Any inspecting officer or employee shall bear proper credentials of authority and identification. The right of entry and inspection shall be limited to public streets, easements, and property within which the facilities shall be located. The right of inspection shall include observation, measurement and sampling.

Section 11. EMINENT DOMAIN

If the whole of one or more reclamation facilities of CBMWD or so much thereof as to render the remainder unusable for the purposes contained herein shall be taken under the power of eminent domain, then the provisions of this agreement applicable to the facilities so taken shall terminate as of the day possession shall be so taken. If less than the whole of any such reclamation facilities shall be taken under the power of eminent domain, and the remainder is usable for the purposes contained herein, then this agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking or

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damaging of all or any part of any reclamation facilities shall be paid to District; provided, however, that District shall not, without the consent of all purchasing agencies, expend the proceeds of such award for any purpose other than the replacement of the reclamation facilities so taken with comparable reclamation facilities.

Section 12. TERM OF AGREEMENT

The term of this reclamation agreement and any other reclamation agreement entered into between CBMWD and any other sewage collection agency shall be 50 years from the earliest effective date specified in any service contract between CBMWD and any sewage collection agency. It is the intent of the parties that all reclamation agreements for the reclamation of treated effluent and all service contracts for the services and facilities of the regional sewerage system for the transmission, treatment, and disposal of sewage shall have the same termination date, without regard to the effective dates of the individual agreements and contracts.

Section 13. RENEWAL: OPTION FOR CONTINUED SERVICE

Within five years prior to the end of the term of this agreement or any earlier termination or extension of this agreement, the parties shall negotiate for the extension or renewal of this agreement upon comparable terms and conditions. If the parties have been unable to agree thereon,

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then the undersigned purchasing agency, by written notice given to CBMWD at least 12 months prior to the expiration of said term, may elect to receive continued service after the expiration of said term upon the following conditions:

A. If, by reason of continued service, no expansion is required in the capacity of any reclamation facilities in existence upon the expiration of the term of this agreement, the undersigned purchasing agency may exercise all or any part of its base entitlement from said facilities. If, by reason of continued service, such expansion shall be required, the annual quantity and flow rates of reclaimed effluent to be delivered to the undersigned contracting agency shall not exceed the quantity and flow rates delivered to the agency during the last full fiscal year preceding the expiration of said term.

B. The reclamation charge rate shall be determined as provided in Section 5 hereof.

C. CBMWD shall maintain and operate the reclamation facilities under substantially the same physical conditions of service as prevailed during the last fiscal year preceding the expiration of said term.

Other terms and conditions of continued service shall be reasonable and equitable and shall be mutually agreed

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upon and, if they provide for continued service for a specified number of years, the undersigned purchasing agency shall have the option to receive further continued service upon the expiration of that and each succeeding period of continued service.

Section 14. NOTICE

Notices authorized or required to be given by any provision of this agreement shall be deemed to have been given upon delivery, if delivered personally, or upon deposit in the mails, if enclosed in a properly addressed envelope and deposited in the United States mails for delivery by registered or certified mail.

Notice shall be given to the parties by delivery or mailing to the following officers of the parties at the following addresses:

CBMWD: Secretary, Chino Basin Municipal Water District  
8555 Archibald Avenue  
Cucamonga, California

Undersigned Purchasing Agency:

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

6/4/72

At any time a party may give written notice to the other party of a change in the designated officer or address

Section 15. PARTIAL INVALIDITY

The invalidity of any provision of this agreement shall not affect the validity of the remainder thereof which can be given effect without such invalid provision.

CHINO BASIN MUNICIPAL WATER DISTRICT  
("CBMWD")

ATTEST: By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
("Undersigned Purchasing Agency")

ATTEST: By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT I**

## EXHIBIT I

### DESIGN STANDARDS FOR THE CONSTRUCTION OF COMMUNITY SEWER SYSTEMS

#### SECTION I - DEFINITIONS

For the purposes of these "Design Standards," certain words or phrases used in these Standards are defined in this Section I as follows:

1. "Engineer" shall mean the City Engineer or his authorized deputy, agent, representative, or inspector if the work is to be constructed within the service area of a City that is a contracting agency as described in the Chino Basin Regional Sewage Service Contract. It shall mean the agency's Chief Engineer or his authorized deputy, agent, representative, or inspector if the work is to be constructed within the service area of an agency other than a City that is a contracting agency as described in said Service Contract. It shall mean the District Engineer of the Chino Basin Municipal Water District or his authorized deputy, agent, representative, or inspector if the work is to be constructed outside all service areas of contracting agencies to said Service Contract.
2. "Service lateral" shall mean that part of the horizontal piping beginning at the property line or sewer right-of-way line and extending to its connection with the main line sewer through which sewage is discharged.
3. "Main line sewer" shall mean any public sewer, except sewers that are a part of the Chino Basin Municipal Water District Non-Reclaimable Waste Sewerage System, in a dedicated right-of-way in which changes in alignment and grade occur only at manholes or where angle points or curves between manholes have been approved by the Engineer.

#### SECTION II - GENERAL PROVISIONS

##### 1. Permit Required

No person shall commence, do, or cause to be done, construct, or cause to be constructed, use or cause to be used, or alter or cause to be altered any main line sewer, service lateral, sewage pumping plant, or other similar appurtenance without first obtaining a sewer permit from the Engineer to do so.



2. Permits Not Transferable

Permits issued pursuant to the provisions of these Design Standards shall not be transferable.

3. Permit Application

- a. Application required. Any person requiring a sewer permit shall make written application to the Engineer.
- b. Form. The Engineer shall provide printed application forms for such permits indicating thereon the information to be furnished by the applicant. The Engineer may require, in addition to the information furnished by the printed form, any additional information from the applicant which will enable the Engineer to determine that the proposed work or use complies with the provisions of these Design Standards.

4. Main Line Sewers

Before granting a permit for the construction of any main line sewer, with or without house laterals, the Engineer shall check and approve the plans therefor as to their compliance with County, State, and other governmental laws and as to conformity with the standards of design set forth herein.

5. Inspections: Required

All work done pursuant to the provisions of these Design Standards shall be subject to inspection by, and shall meet the approval of, the Engineer.

6. Standard Specifications for Materials and Construction Work

All material used in any work and all methods of construction utilized to accomplish said work shall comply with the minimum standards established by these Design Standards including the adopted Standard Drawings numbered 1 through 6 and the Standard Specifications.

The Standard Specifications controlling materials and methods of construction shall be the "Standard Specifications for Public Works Construction," 1971 Edition, latest amendments, written and promulgated by the Southern California Chapters of American Public Works Association and Associated General Contractors of America Joint Cooperative Committee.

SECTION III - DESIGN STANDARDS

1. Main Line Sewers

New main line sewers shall at least conform to the provisions of these Design Standards unless otherwise specifically excepted.

2. Pumping Plants

New sewage pumping plants shall conform to the provisions of these Design Standards unless otherwise specifically excepted.

3. Service Laterals

New service laterals shall conform to the provisions of these Design Standards and the Standard Drawings unless otherwise specifically excepted.

4. Conformance of Work and Plans to Design Standards

All plans required by the provisions of these Design Standards for the construction of main line sewers and service laterals shall conform to the standards of design prescribed by these Standards.

5. Main Line Sewers: Size

Main line sewer pipe shall have an inside diameter of not less than eight (8") inches and shall have sufficient capacity to carry sewage from the area tributary thereto when computed by a rational basis accounting for present and future land development. Main line sewers shall be designed to flow 1/2 full when carrying the design average volume of flow.

The Engineer shall determine said rational method for computing design flows and shall approve any modification thereof.

6. Main Line Sewers: Velocity

A main line sewer shall be designed to provide a self-cleaning velocity of flow. The following minimum and maximum gradients shall apply to all new main line sewer construction:

Dia.	Min. Slope	Max. Slope
8"	0.40%	8.00%
10"	0.32%	7.00%
12"	0.24%	5.00%
15"	0.18%	4.00%
18"	0.14%	3.00%
21"	0.12%	2.50%
24"	0.10%	2.00%

If drop manholes are required to meet the criteria of the maximum slopes designated above, the manholes shall be constructed in accordance with the attached Standard Drawing.

7. Main Line Sewers: Location in Streets

Main line sewers will normally be located not more than six (6) feet from the center lines of streets or alleys except on major highways where separate sewers may be required. If separate sewers are required, they will normally be located

in the roadway six (6) feet from each curb line.

Exceptions to the standard locations set forth in these Standards may be made only upon approval by the Engineer.

8. Main Line Sewers and Service Laterals: Depth

The minimum depth for main line sewers shall be six (6) feet. The minimum depth for service laterals shall be four (4) feet below the curb grade or center line street or alley grade at the property line.

Exceptions to the minima set forth in these Standards may be made only on approval of the Engineer.

9. Manhole Structures

Manhole structures shall be placed in the main line sewer at all changes of alignment and gradient. The maximum distance between structures on sewer lines of 8" through 15" in diameter shall be not more than 350 feet. Manhole spacing on lines of over 15" diameter pipe shall be determined by the Engineer. All structures shall be designed according to the standard drawings for structures attached hereto.

Exceptions to these requirements may be made only on approval of the Engineer.

10. Service Laterals: Service

Six (6) inch or four (4) inch service lateral service shall be provided in the street for each lot at the minimum depths provided by these Standards, and, in addition, such depth shall be sufficient to provide a connection to the lowest and/or farthest point of the lot with a cover of one foot and a grade of not less than two (2) percent. All laterals shall be designed according to the standard drawings for laterals attached hereto.

Any exception to these requirements may be made only upon approval of the Engineer.

11. House Laterals. Grades

The alignment and grade of a service lateral shall be straight from the public sewer to the street property line and shall have a fall of not less than two (2) percent toward the public sewer except as otherwise permitted by the Engineer.

12. House Laterals: Depth in Streets

When laid within the limits of a public thoroughfare, no service lateral shall be laid less than four (4) feet below the established grade of the same or below the surface, when no grade is established, except by special permission in writing from the Engineer.

### 13. Pipe Kinds, Sizes, and Strengths

All pipe shall be either clay or cast iron. Use of the following alternate pipe materials may be permitted subject to the approval of the Engineer: Epoxy-lined asbestos cement, asbestos cement, RPI, and PVC. All clay pipe shall be first-class, extra-strength vitrified clay pipe. All cast iron pipe four (4) inches or six (6) inches in diameter shall be service weight or better cast iron soil pipe. Cast iron pipe eight (8) inches or larger in diameter shall be Class 150. That portion of the pipe extending from the main line sewer to the property line shall not be less than four (4) inches in internal diameter.

### 14. Substructures

All substructures which will be encountered in the construction or which will be installed as part of the improvement shall be shown and designated on the plan. Large substructures which require special treatment in the design of the sewer shall also be shown in the profile.

### 15. Soil Conditions.

Soil conditions, particularly in areas known to have high ground water tables, rock, or filled ground, shall be prospected, and the results shall be shown on the profile, if required by the Engineer.

### 16. Bench Marks

A system of bench marks adequate to construct the work shall be shown on the profile. This bench mark system shall be related to or tied to the datum utilized by the controlling agency when a Regional Bench mark system is established. This system shall be utilized as directed by the Engineer. The elevation of the sewer at the point where the system is to be discharged shall be shown as determined in the field from the above shown datum.

## SECTION IV - VARIANCES FROM PROVISIONS

### 1. Impossibility of literal compliance

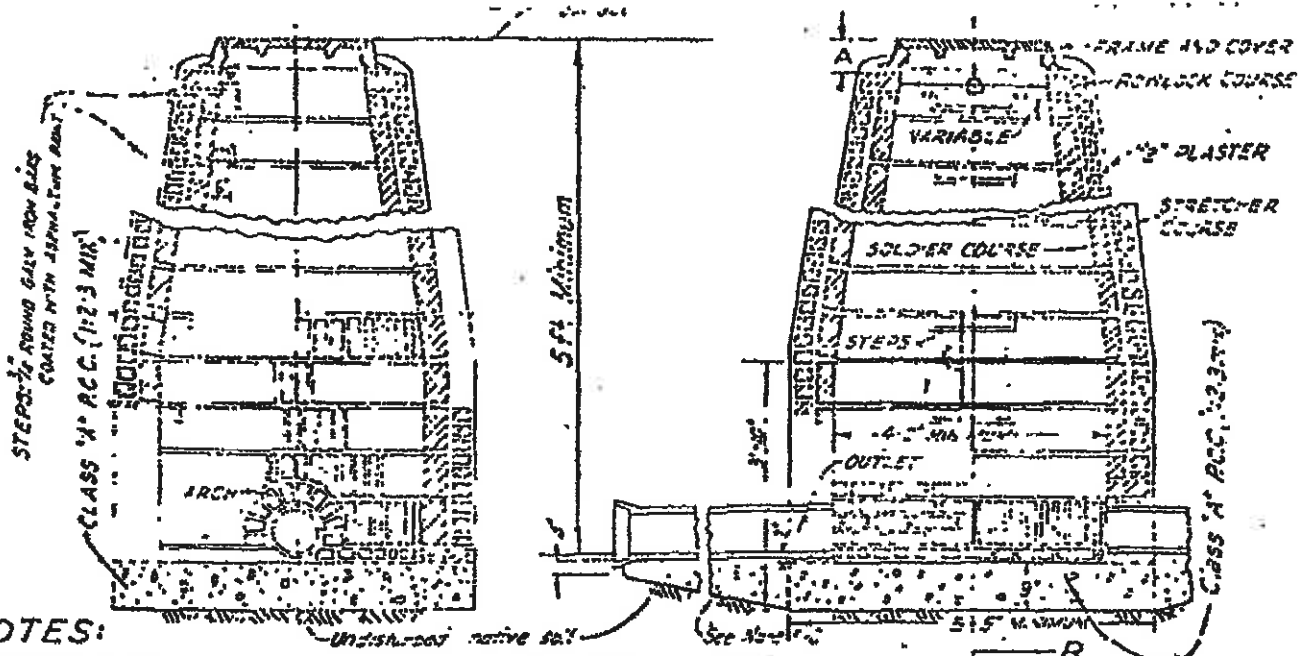
If a literal compliance with any engineering requirement of this exhibit is impossible or impractical because of peculiar conditions in no way the fault of the person requesting an exception, and the purposes of this exhibit may be accomplished, and the public safety secured by an alternate construction or procedure, and the Engineer so finds, he may grant an exception permitting such alternate construction or procedure.

2. Conflicts with standards within service areas of contracting agencies and standards of this exhibit.

If it is determined that there is a conflict between the standards established in this exhibit and the standards in use within the service area of a contracting agency, the Engineer of said contracting agency shall enforce the more restrictive of the two standards.

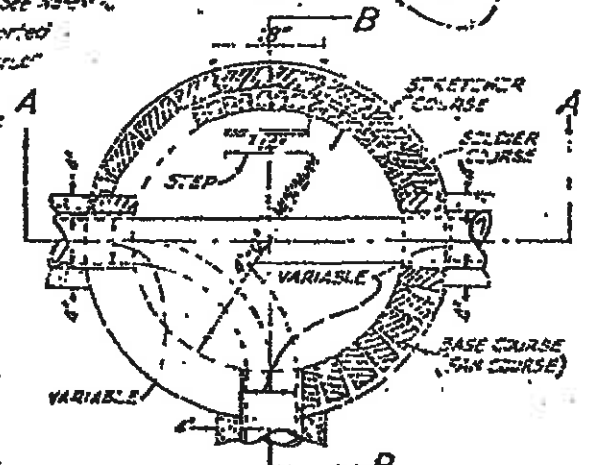
3. Additions, amendments, or modifications to this exhibit.

The technical committee established by the Chino Basin Regional Sewerage Contract shall periodically review the standards established by this exhibit and this committee shall be empowered to adopt any amendments, additions, or standards, or to delete or discontinue any requirements presented in this exhibit as deemed appropriate by said committee. Any such changes or additions shall become effective sixty (60) days following said adoption by the technical committee and they will remain in effect as if they were presented in this original exhibit. When changes are adopted, written notice of said changes shall be mailed to all members of the technical committee and this notice shall designate the effective date of said change. The Engineer may be directed to enforce a change immediately if the technical committee determines the change resolves an emergency situation. In this case, the sixty (60) day notice period shall not apply.

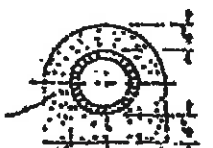


**NOTES:**

1. **CONCRETE BASE:** During construction all pipes shall be rigidly supported by brick driers one foot deep, located just inside the structure. Construct top of concrete base two inches below invert of lowest pipe. Fill space beneath pipe with mortar and shove from both sides with each course brick to form a water-tight joint.
2. **BASE OR FAN COURSE:** Lay brick flat on radial lines with tops to same level.
3. **ARCHES:** Lay spalled brick on edge to form a true radial arch with full mortar joint around all pipe openings. Turn arch of two such courses over pipes 15" or more in diameter.
4. **SOLDIER COURSES:** Lay inside brick on radial lines with first four courses vertical. Lay succeeding courses with a uniform batter to obtain an inside diameter of "B" at top of last or fractional soldier course. Use split brick to close soldier courses.
5. **STRETCHER COURSES:** Lay outside brick flat in a deep bed of mortar. Shave brick hard corner against adjacent soldier course.
6. **ROWLOCK COURSE:** Lay last course of brick on edge across soldier and stretcher courses, on radial lines, with tops parallel and "A" inches below finished grade. See Schedule.
7. **STEPS:** Set lower step on top of third soldier course and notch brick above. Place upper step immediately below rowlock course and project six inches. Steps shall be spaced not more than 17" apart.
8. **JOINTS:** Inside joints shall be neatly struck and pointed and shall not exceed 3/8 inch in thickness.
9. **CHANNEL BASE:** The depth of channel in channel base shall be 2/3 of pipe diameter for pipes 15" or less, and shall equal the pipe diameter for pipes 18" or larger. For special channels in trap or gauging manholes see special plans.
10. Cradle first edge of side at all inlets and outlets with Class "B" P.C.C. on undisturbed native soil.



**SECTIONAL PLAN OF BASE**

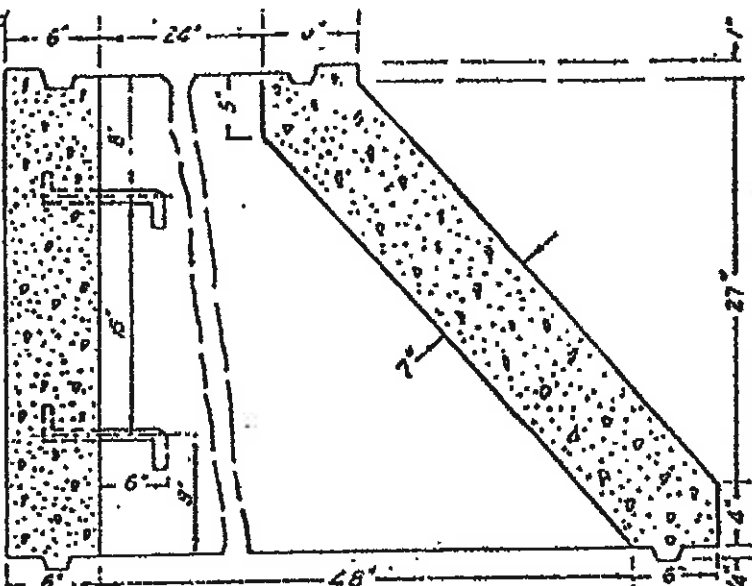
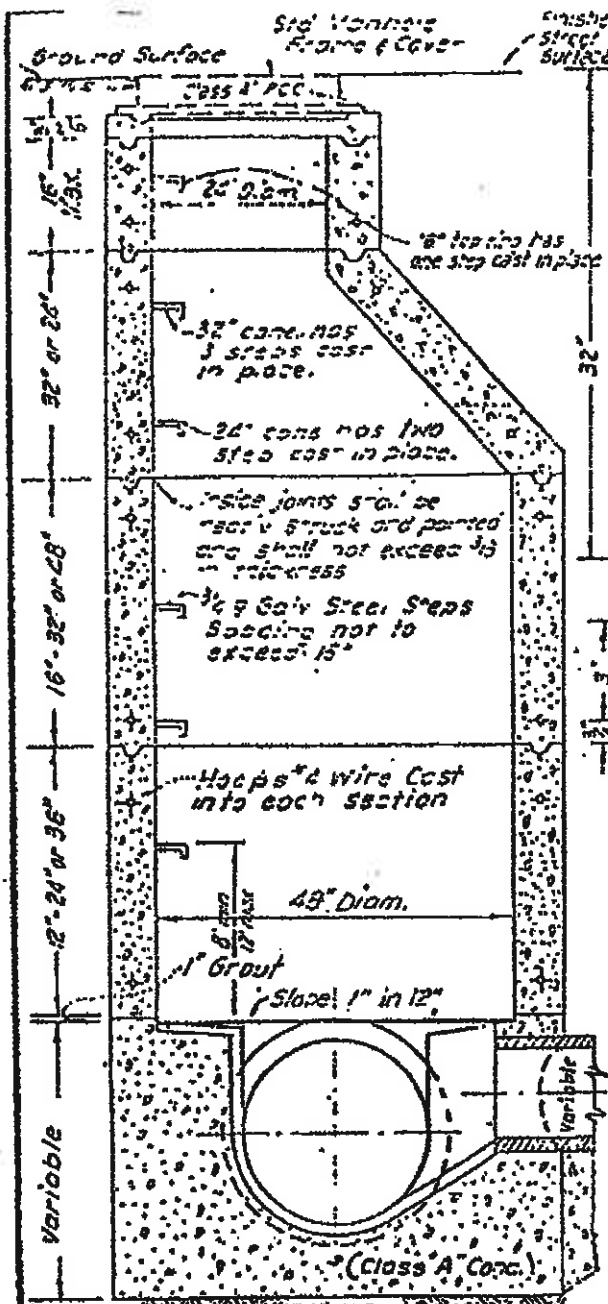


**CROSS SECTION OF ENCASUREMENT**

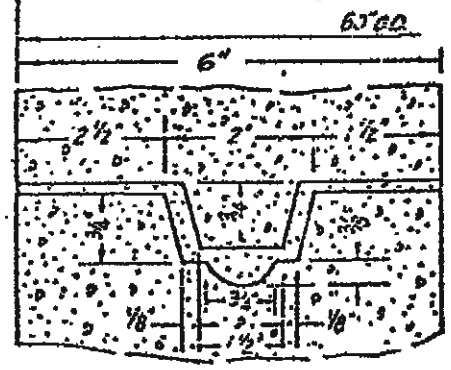
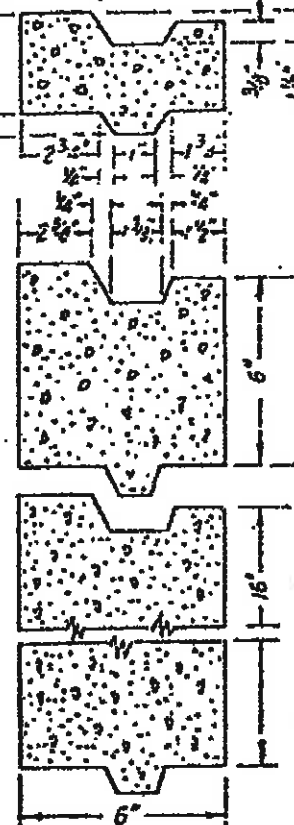
**SECTIONAL ELEVATION B-B CHANNEL BASE**



**STANDARD PLAN  
BRICK SEWER STRUCTURES**



SECTION OF ECCENTRIC CONE

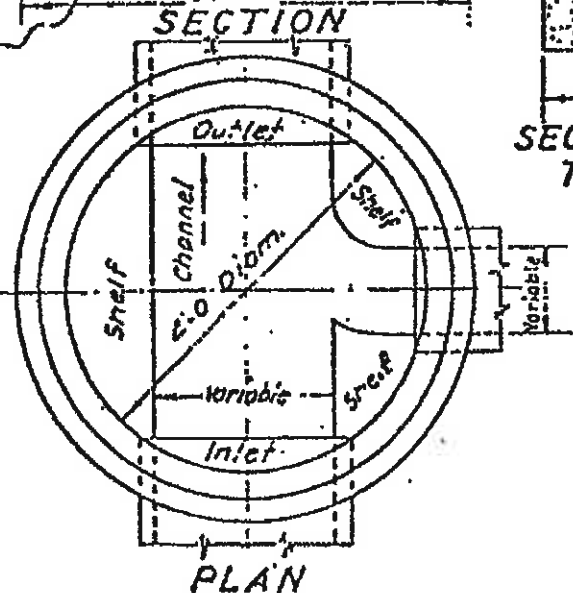


SECTION OF LOWER RINGS

Note:  
1. Cradle first length of pipe at all inlets and outlets with Class "B" P.C.C. on undisturbed native soil.

2. Reinforce Precast Concrete Manhole as manufactured by Am Pipe & Const. Co. Drawing No. B-CO2-(A13, A33, A53) or Assoc. Const. Products Inc. Drawing No. 20021 or bowl may be used at the option of the contractor

SECTIONS OF TOP RINGS

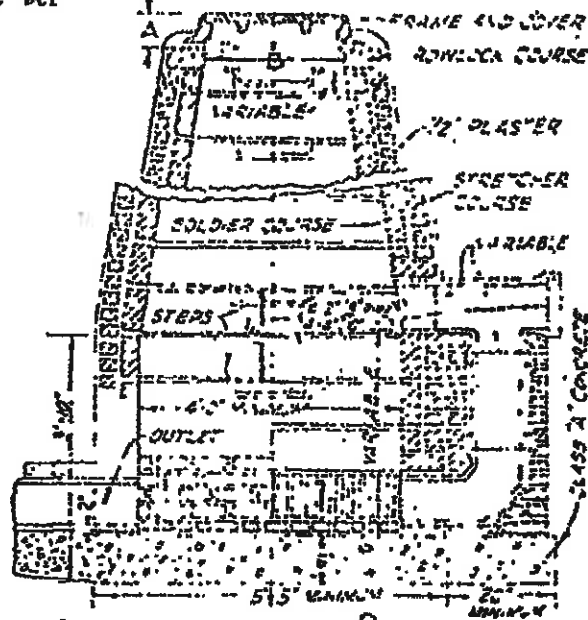
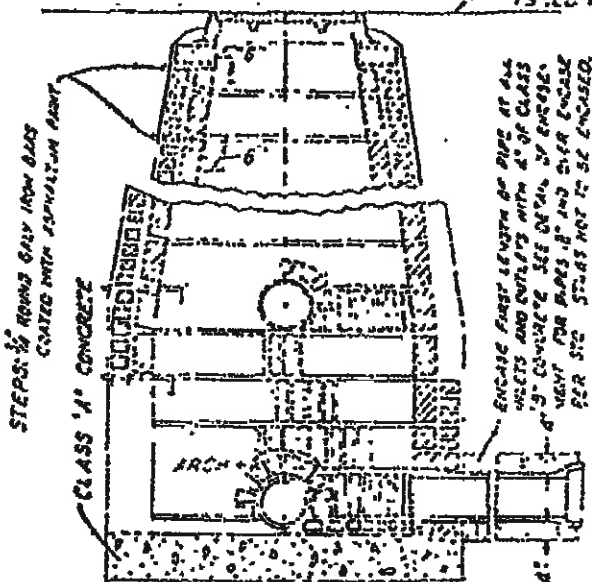


PLAN

ECCENTRIC CONE PRECAST CONCRETE MANHOLE

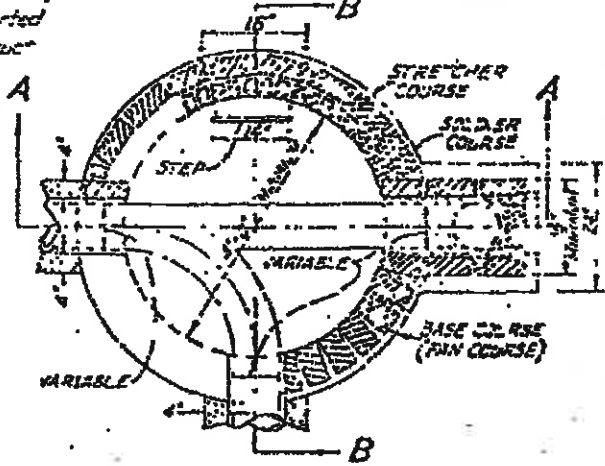
SECTIONAL ELEVATION B-B

SECTIONAL ELEVATION A-A

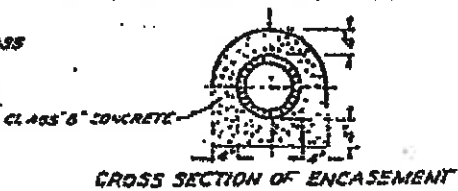


NOTES:

1. **CONCRETE BASE:** During construction, all pipes shall be rigidly supported by brick chies one foot deep, located 2 1/2" outside the structure. Construct top of concrete base two inches below invert of lowest pipe. Fill space beneath pipe with mortar and shove from both sides with base course brick to form a water tight joint.
2. **BASE OR FAN COURSE:** Lay brick flat on radial lines with tops to same level.
3. **ARCHES:** Lay spoiled brick on edge to form a true radial arch with full mortar joint around all pipe openings. Turn arch of two such courses over pipes 15" or more in diameter.
4. **SOLDIER COURSES:** Lay inside brick on radial lines with first four courses vertical. Lay succeeding courses with a uniform batter to obtain an inside diameter of "B" at top of last or fractional soldier course. Use split brick to close soldier courses.
5. **STRETCHER COURSES:** Lay outside brick flat in a bed of mortar. Shove brick hard together against adjacent soldier course.
6. **ROWLOCK COURSE:** Lay last course of brick on edge across soldier and stretcher courses, on radial lines, with tops parallel and "A" inches below finished grade. See Schedule.
7. **STEPS:** Set lower step on top of third soldier course and notch brick above. Place upper step immediately below rowlock course and project three inches. If upper invert of Dropmanhole is more than four feet above shelf. Set one step on each side of structure at right angles to and not more than four feet below the above inlet.
8. **JOINTS:** Inside joints shall be neatly struck and pointed and shall not exceed 3/8 inch in thickness.
9. **CHANNEL BASE:** The depth of channel in channel base shall be 2/3 of pipe diameter for pipes 15" or less, and shall equal the pipe diameter for pipes 18" or larger. For special channels in trap or gauging manholes see special plans.
10. **PRECAST CONC. MANHOLES:** Use 5:25 2" concrete encasement around trap over pipe instead of brickwork for all precast conc drop manholes.

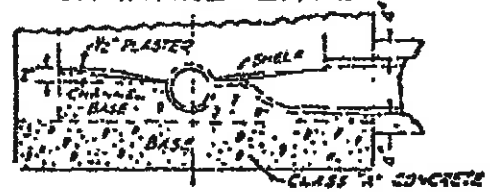


SECTIONAL PLAN OF BASE



CROSS SECTION OF ENCASEMENT

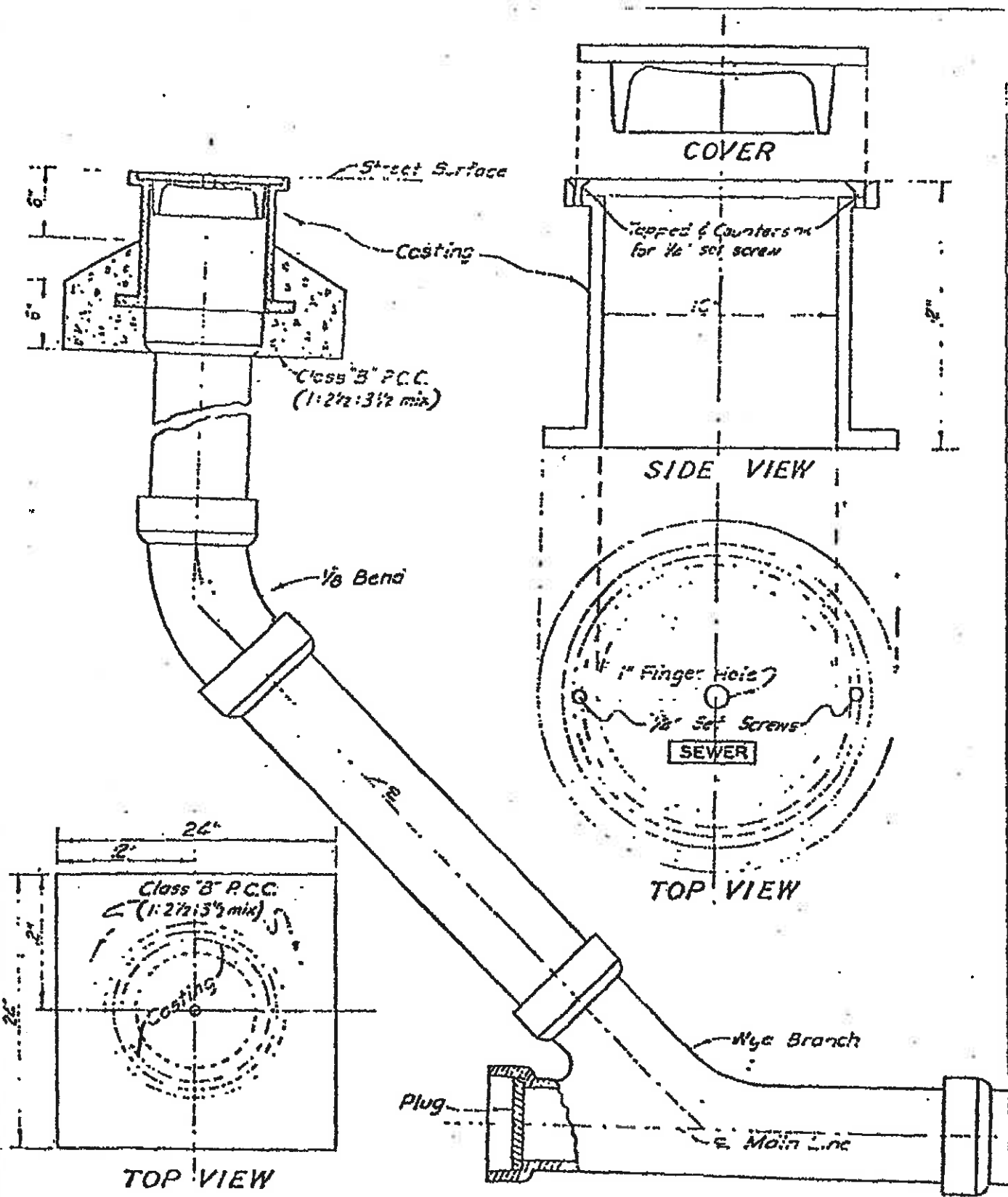
SECTIONAL ELEVATION B-B CHANNEL BASE



STANDARD PLAN DROP MANHOLE



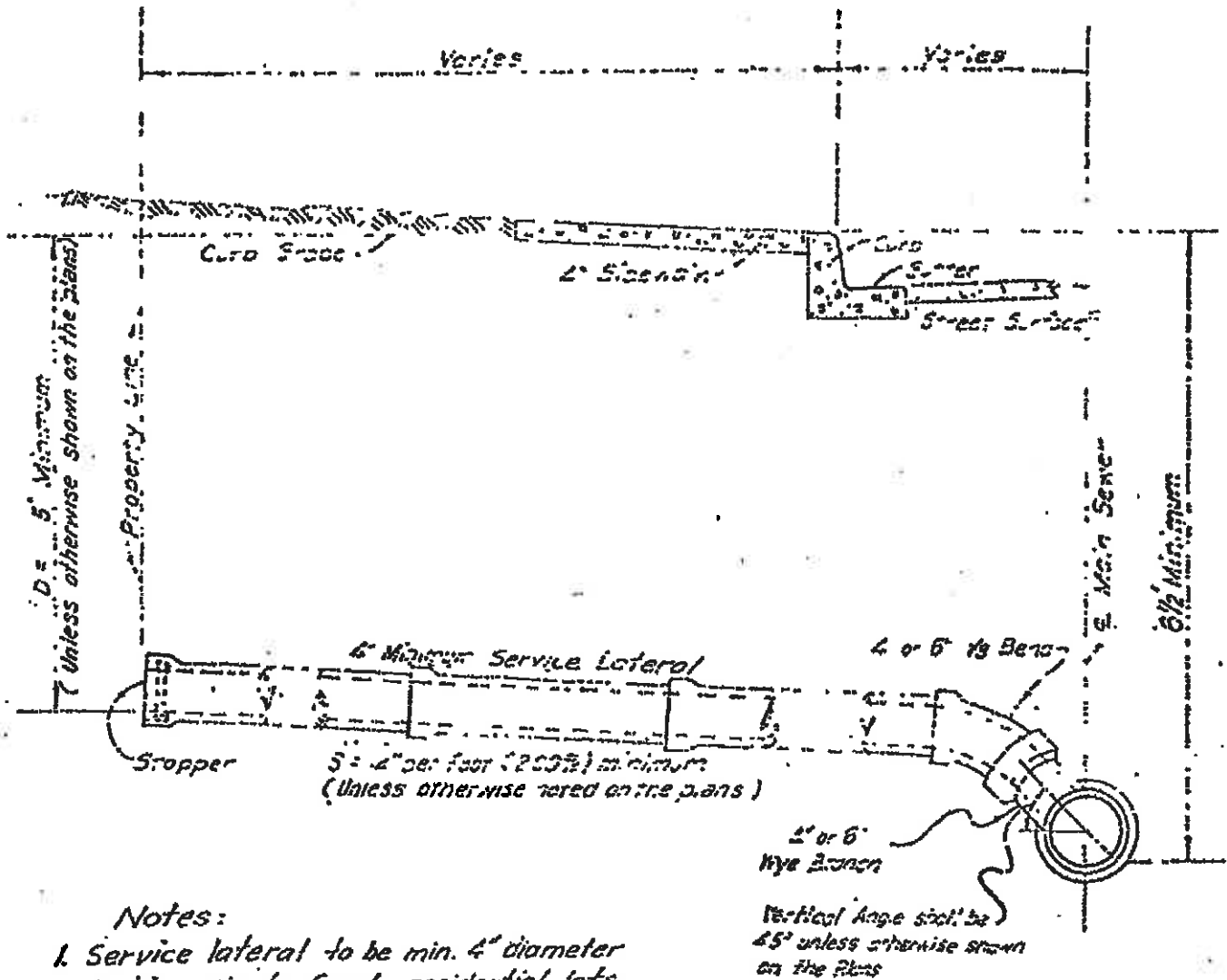




**Notes:**

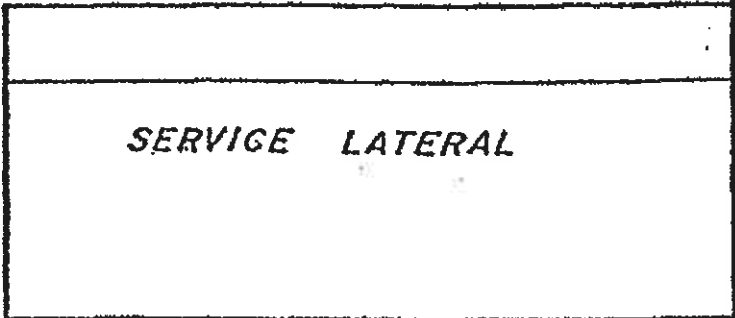
1. Clean-out pipe shall be a min. 8" in diameter.
2. Casting may be Alambra Foundry Number A-1240 or equal.

**SEWER TERMINAL CLEAN-OUT**



- Notes:**
1. Service lateral to be min. 4" diameter serving single family residential lots.
  2. Service lateral to be min. 6" diameter serving all other than single family residential lots.

4" or 6" Nye Branch  
 Vertical Angle shall be 45° unless otherwise shown on the Plans





**EXHIBIT J**

EXHIBIT "J"

EQUIVALENT DWELLING UNIT COMPUTATIONS

General

Equivalent Dwelling Unit (EDU) is a numerical value designation where one EDU represents the sewage flow from a single family residential household. For the purposes of computing uniform financial obligations for each Contracting Agency using the Regional Sewerage System, the following computations shall be used to determine EDU's for residential, commercial, and industrial units:

1. Residential. Each structure or part of a structure which is designed for the purpose of providing permanent housing for one family or tenant shall be one EDU. This includes, but is not limited to, a single family detached residence, an apartment, a townhouse, a condominium, a mobile home or trailer space.

2. Commercial. All structures designed for the purpose of providing permanent housing for enterprises engaged in exchange of goods and services. This shall include, but not be limited to, all private business and service establishments, schools, churches, and public facilities. EDU's shall be determined by multiplying the fixture units (as defined by the Uniform Plumbing Code) shown on the approved building plans, by the appropriate sewage factor from the following Table 1 (also see Note A). Total EDU's for commercial centers for various use categories will be the sum of the EDU's computed for each category of use. Similarly, hotel complexes that contain restaurants, pools, health clubs, or laundry facilities should be calculated based on the individual uses in the hotel complex with the fee based on the sum of the EDU's computed for each category of use.

3. Industrial. All structures designed for the purpose of providing permanent housing for an enterprise engaged in the production, manufacturing, or processing of material. EDU's for industrial users shall be determined as follows:

a. For domestic type wastewater, multiply the fixture units (as defined by the Uniform Plumbing Code) shown on the approved building plans by a sewage factor of 0.0741, based on a 20 gallons per fixture unit flow per day.

b. For non-domestic wastewater, compute from information contained on the industrial waste permit, using the following formula:

$$EDU = \frac{\text{Estimated non-domestic flow}}{270} \left[ .37 + .31 \frac{BOD}{230} + .32 \frac{SS}{220} \right]$$

c. Combine the resultant EDU's derived from a and b above.

**NOTES:**

A. Sewage Factor is derived from the formula

$$SF = K \left[ .37 + .31 \frac{BOD}{230} + .32 \frac{SS}{220} \right]$$

Where: SF = Sewage Factor  
K = Gallons per fixture unit divided by the average domestic household flow of 270 gallons  
BOD = Biochemical Oxygen Demand  
SS = Suspended solids

B. Reimbursement Fees to be Levied on Pre-1979 Structures Connecting to the Regional System

For residential structures with a building permit issued prior to July 1, 1979, no Capital Capacity Reimbursement Account (CCRA) fees will be levied at the time of connection to the regional system. If the original permit was issued after 7/1/79, then the CCRA fees established at the time of permit issuance will apply.

The CCRA fees will apply to all commercial and industrial development regardless of when the structure was constructed. When a non-residential use requests to connect to the regional system or modify its use if already connected, the CCRA fee should be based on the current fee in effect at the time the connection or modified use is made (also see Note C).

**C. Reimbursement Fees to be Levied on Existing System Users Who Expand or Revise Use**

In some situations existing commercial and industrial users will expand uses to meet increasing demands. As a result, additional fixture units will usually be included within the expanded facility. Under these situations the following criteria will apply:

- a. CCRA fees will only be levied on the fixture unit (FU) count difference between existing FU's and new FU's.
- b. The CCRA fee will be determined based on the fee in effect at the time of building or sewer permit issuance for the expanding development.
- c. A change in use, placing a commercial development in a different Exhibit "J" category, will not result in the recalculation of CCRA obligation for the existing FU's. Only the new added FU's will be levied CCRA fees based on the Exhibit "J" category which best defines the proposed use.

**D. Attachment of Sewer Use Rights; Tied to Property or Structure**

Under certain situations an existing discharger may want to relocate a business. The issue may then arise as to ownership of certain existing discharge rights in the regional system.

All sewer capacity remains with the existing building and should be sold to building owners rather than tenants.

In cases where an existing building is completely demolished, the transfer of capacity rights can be permitted provided that:

1. Proof of building demolition can be documented;
2. Payment for original system capacity can be documented;
3. The demolition occurs simultaneously with the transfer; and

4. The transfer occurs within the Contracting Agency who originally sold the capacity.

Capacity rights would be determined based on fixture unit counts and the Exhibit "J" use category of the demolished structure. Because local collection systems may also be impacted by a relocation, this exception shall be at the sole discretion of the contracting agency who is accepting the relocated capacity.



TABLE 1

Category:	Type of Commercial	Gal/Fixture	BOD/SS	Sewage Factor (See note A)
I	Motel/Hotel Recreation/Amusement Restaurant (Fast Food) Office Retail Store Market (without Butcher Shop) Bar/Tavern	12	230/220	.0444
II	Market (with Butcher Shop) Bakery Mortuary	24	250/350	.1081
III	Convalescent Home Hospital Health Spa w/Pool Restaurant (Full Service)	42	250/300	.1780
IV	Laundromat Laundry Dry Cleaner (Processor)	43	350/500	.2499
V	Car Wash (Coin Operated)	102	150/500	.4910
VI	Church School Public Facility	17	230/220	.0630
VII.	Health Spa w/o Pool	42	230/220	0.1555

October 19, 1994

**REGIONAL PRETREATMENT AGREEMENT**

**AN AGREEMENT AMENDING AND SUPPLEMENTING THE  
CHINO BASIN REGIONAL SEWAGE SERVICE CONTRACT  
REGARDING ADMINISTRATION OF THE REGIONAL  
INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM**

THIS AGREEMENT is entered into as of the 19th day of October, 1994, by and among CHINO BASIN MUNICIPAL WATER DISTRICT ("CBMWD"), a municipal water district, and the following agencies ("Contracting Agencies"):

- (a) The CITY OF CHINO, a municipal corporation;
- (b) The CITY OF CHINO HILLS, a municipal corporation;
- (c) CUCAMONGA COUNTY WATER DISTRICT, a county water district;
- (d) The CITY OF FONTANA, a municipal corporation;
- (e) The CITY OF MONTCLAIR, a municipal corporation;
- (f) The CITY OF ONTARIO, a municipal corporation; and
- (g) The CITY OF UPLAND, a municipal corporation.

This Agreement shall be known as the "REGIONAL PRETREATMENT AGREEMENT."

October 19, 1994

R E C I T A L S

(A) Each of the Contracting Agencies has entered into an agreement with CBMWD entitled "CHINO BASIN REGIONAL SEWAGE SERVICE CONTRACT." The Regional Contract was amended by an agreement entered into between CBMWD and each of the Contracting Agencies entitled "AGREEMENT AMENDING AND SUPPLEMENTING CHINO BASIN REGIONAL SEWAGE SERVICE CONTRACT." The term Regional Contract, as used in this Agreement, refers to the Regional Contract as amended by the aforementioned agreement.

(B) Section 21 of the Regional Contract provides that each Contracting Agency shall, in accordance with federal and State pretreatment regulations, adopt and enforce ordinances or resolutions establishing rules and regulations for the discharge of non-domestic waste into its Community Sewer System (as defined herein); and that CBMWD shall establish quality standards for all sewage delivered into the Regional Sewerage System (as also defined herein) by Contracting Agencies. Section 22 of the Regional Contract provides specific remedies which may be pursued by CBMWD if any Contracting Agency shall fail or refuse to comply with the quality standards established by CBMWD. CBMWD and the Contracting Agencies have determined that it is necessary in order to comply fully with applicable federal and State regulations that the provisions of Sections 21 and 22 and Exhibit H of the Regional Contract be superseded, and that is the purpose of this Agreement.

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NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

Section 1. Definitions.

Unless otherwise required by the context, various terms used in this Agreement shall have the meanings set forth in this section.

"Approval Authority" - shall mean the State Water Resources Control Board and the California Regional Water Quality Control Board - Santa Ana Region.

"Categorical Industrial User" - shall mean an Industrial User which is subject to Categorical Pretreatment Standards and Requirements.

"Categorical Pretreatment Standards and Requirements" - shall mean any regulation promulgated by the EPA in accordance with Section 307 (b), (c) or (d) of the Clean Water Act and 40 CFR, Chapter I, Subchapter N, Parts (403.6 & 405-471), which establishes prohibitions or limitations on the discharge of pollutants from specific Industrial Users.

"CFR" - shall mean the Code of Federal Regulations.

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"EPA" - shall mean the Environmental Protection Agency of the United States of America.

"Indirect Discharge" - shall mean the introduction of pollutants into the Regional Sewerage System through discharges by an Industrial User to the Community Sewer System of a Contracting Agency.

"Industrial User" - shall mean any person, firm or establishment within the jurisdiction of a Contracting Agency which discharges Industrial Wastewater to the Community Sewer System of the Contracting Agency.

"Industrial Wastewater" - shall mean any waste or substance discharged, flowing or allowed to escape from any producing, manufacturing, processing, institutional, governmental, or agricultural operation or from any other operation, or from the development, recovery or processing of any material resource, into the Community Sewer System of a Contracting Agency, including but not limited to, waste and/or wastewater resulting from equipment maintenance and cleaning, product coating, coloring, painting, plating, treating, degreasing or cleaning, or which is discharged from heating and cooling systems and water treatment devices. Any wastewater that is transported by truck, rail or other means, and is discharged into the Community Sewer system of a Contracting Agency shall be considered to be industrial wastewater, regardless of its origin.

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"Industrial Wastewater Discharge Permit" - shall mean a written authorization issued by a Contracting Agency or CBMWD to an Industrial User for the Indirect Discharge of Industrial Wastewater.

"Interference" - shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, may either:

(a) Inhibit or disrupt the Regional Sewerage System, its treatment processes or operations, or its sludge processes, use or disposal; or

(b) Cause a violation of any requirement of the Waste Discharge Requirements, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal.

"Pass Through" - shall mean a discharge which exits the Regional Sewerage System into waters of the United States in quantities or concentrations which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirement of the Waste Discharge Requirements, including an increase in the magnitude or duration of a violation.

"POTW" - shall mean a Publicly Owned Treatment Works as defined in 40 CFR Part 403.3(o).

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"Pretreatment" - shall mean the application of physical, chemical or biological processes to reduce or eliminate the amount of pollutants in, or alter the nature of the pollutant properties in wastewater prior to it being discharged to the Regional Sewerage System.

"Pretreatment Facility or Facilities" - shall mean facilities and equipment installed and operated by Industrial Users for the pretreatment of Industrial Wastewater.

"Pretreatment Program" - shall mean the approved Pretreatment Program of each of the Contracting Agencies as contained in its wastewater ordinance and as approved by the Approval Authority, and shall have the same meaning as the term POTW Pretreatment Program as defined in 40 CFR Part 403.3(d).

"Pretreatment Standards and Requirements" - shall mean all applicable federal, State or local standards and requirements related to the pretreatment or discharge of Industrial Wastewater.

"Regional Sewerage System" - shall mean all facilities owned, controlled or operated by CBMWD and any interest or capacity rights of CBMWD in facilities owned, controlled, or operated by others, for the purpose of transmitting, treating and disposing of sewage, including interceptor sewers, sewage treatment and disposal plants, and outfall sewers. Facilities for the disposal of effluent and solid waste residuals and any facilities appurtenant to the

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foregoing; the Regional Sewerage System shall not include any reclamation facilities or portions of reclamation facilities which are operated by or for the benefit of CBMWD to meet obligations under the judgment entered in the action entitled Orange County Water District v. City of Chino, et al. (Case No. 117628, Superior Court, county of Orange), or to meet the requirements of Contracting Agencies exercising the right of first purchase of reclaimed effluent; provided that the Regional Sewerage System shall include all other disposal facilities which are required to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit or Permits or Waste Discharge Requirements issued to CBMWD by the Regional Water Quality Control Board, Santa Ana Region, for the operation of the Regional Treatment Plants and, to the extent it is used as provided in Section 8 of the Regional Contract, the Non-reclaimable Waste Disposal System.

"Regional Treatment Plant" - shall mean a sewage and wastewater treatment facility owned and operated by CBMWD as part of the Regional Sewerage System.

"Significant Industrial User" - shall mean a Significant Industrial User as defined in 40 CFR Part 403.3(t).

"Slug Load" - shall mean any pollutant released in a wastewater discharge at a flow rate and/or pollutant concentration which may cause Interference, Upset or Pass Through of the Regional



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Sewerage System.

"Upset" - shall mean an exceptional incident in which there is unintentional and temporary noncompliance with the Wastewater Discharge Limitations because of factors beyond the reasonable control of an Industrial User. Upset shall not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance or careless or improper operation.

"Waste Discharge Requirements" - shall mean the waste discharge requirements issued by the Approval Authority to CBMWD regarding the Regional Treatment Plants pursuant to the NPDES.

"Wastewater Quality Limitations" - shall mean wastewater quality limitations to be established by the Board of Directors of CBMWD to insure that wastewater discharged by the Contracting Agencies from their Community Sewer Systems to the Regional Sewerage System will be of a quality which will enable CBMWD to satisfy the Waste Discharge Requirements:

Section 2. Pretreatment Regulations

2.1 The parties recognize that they must comply with federal and State pretreatment regulations and other applicable pretreatment requirements. The parties also recognize that

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conditions, methods and technology affecting the treatment and disposal of Industrial Wastewater, and the requirements or standards therefor, may change after the effective date of this Agreement. The parties intend to contract in this Agreement in such a manner as to accommodate any such changes that may occur, fulfill the intent of this Agreement and comply with all applicable federal, State and local Pretreatment Standards and Requirements.

2.2 At all times during the term of this Agreement, CBMWD and the Contracting Agencies shall adopt and maintain in full force and effect wastewater ordinances which shall expressly provide that CBMWD has the legal authority to regulate Industrial Users tributary to the Regional Sewerage System as set forth in this Agreement. The provisions of the wastewater ordinances adopted by CBMWD and the Contracting Agencies and any amendments thereof shall at all times be consistent with this Agreement.

2.3 Each Contracting Agency shall establish in its wastewater ordinance, monitoring and reporting requirements, and wastewater limitations in a manner acceptable to the Approval Authority. Each Contracting Agency's Pretreatment Program shall satisfy the requirements of and be approved by the Approval Authority. If a Contracting Agency does not have an approved Pretreatment Program, CBMWD shall undertake the required Pretreatment Program functions for the Contracting Agency until said agency establishes a pretreatment program acceptable to the Approval Authority.

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2.4 The parties acknowledge that CBMWD is required by federal law to have the fully enforceable legal authority of a POTW to inspect, permit and control Indirect Discharges, including but not limited to discharges by Significant Industrial Users which are extra-jurisdictional to CBMWD and contribute wastewater to the Regional Sewerage System, as provided for in 40 CFR Part 403.8(f). The parties further acknowledge and agree that CBMWD has the full legal authority to require compliance by such Industrial Users with Pretreatment Standards and Requirements. The parties further acknowledge and agree, however, that CBMWD shall not exercise such authority unless a Contracting Agency is not adequately enforcing its wastewater ordinance as provided in Section 3 of this Agreement.

Section 3. Enforcement Responsibility

3.1 In order to comply with the federal and State pretreatment regulations, the Contracting Agencies and CBMWD may take any action to ensure protection of the Regional Sewerage system and control pollutants which may cause Upset, Interference, or Pass Through at the Regional Sewerage System.

3.2 CBMWD may enter into a separate agreement with a Contracting Agency to undertake all or part of the required Pretreatment Program activities of the Contracting Agency. The Contracting Agency or Industrial Users within the Contracting

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Agency's jurisdiction shall pay to CBMWD all costs associated with Pretreatment Program activities which are undertaken by CBMWD pursuant to such an agreement. Absent such an agreement, each Contracting Agency shall have the responsibility to:

(a) Identify, locate and correctly categorize all Industrial Users existing within its jurisdiction.

(b) Inspect, monitor and control all Industrial Users of the Contracting Agency's Community Sewer System, and maintain an adequate inspection and monitoring program with respect to such Industrial Users and the necessary documentation thereof.

(c) Require Significant Industrial Users to conduct Industrial Wastewater self-monitoring in accordance with federal and State pretreatment regulations and all applicable Pretreatment Standards and Requirements.

(d) Require Significant Industrial Users to meet applicable Pretreatment Standards and Requirements, and where appropriate, to meet compliance schedules for installation of adequate Pretreatment Facilities.

(e) Require Significant Industrial Users to maintain Pretreatment Facilities in satisfactory condition and to operate such Pretreatment Facilities at all times so as to comply with applicable Pretreatment Standards and Requirements.

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(f) Prohibit each Categorical Industrial User from diluting its Industrial Wastewater discharge to achieve compliance with Categorical Pretreatment Standards and Requirements.

(g) Require Significant Industrial Users to allow inspection and copying by the Contracting Agency and CBMWD of all process and pretreatment records.

(h) Require Significant Industrial Users to allow inspection by the Contracting Agency and CBMWD of Pretreatment Facilities.

(i) Ensure that all Industrial Users of the Contracting Agency's Community Sewer System comply fully with all applicable Pretreatment Standards and Requirements.

(j) Develop, implement and revise as necessary an enforcement response plan in full compliance with all federal and State pretreatment regulations regarding investigation of and response to instances of Industrial User noncompliance with wastewater ordinances and Industrial Wastewater Discharge Permits. At a minimum, the enforcement response plan shall:

(1) Describe how the Contracting Agency will investigate instances of noncompliance;

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(2) Describe the types of escalating enforcement actions the Contracting Agency will take in response to anticipated types of Industrial User noncompliance and the time periods within which response will take place;

(3) Identify, by title, the official or officials of the Contracting Agency responsible for each type of response and action; and

(4) Reflect the Contracting Agency's primary responsibility to enforce all applicable Pretreatment Standards and Requirements.

(k) Enforce all Pretreatment Standards and Requirements, including Categorical Pretreatment Standards and Requirements for the discharge of wastewater to the Regional Sewerage System and the general discharge prohibitions contained in 40 CFR Part 403.5 (a).

(l) Issue notices of violation to Industrial Users and take enforcement actions, to obtain compliance by Industrial Users with all applicable Pretreatment Standards and Requirements, including the imposition and collection of fines and penalties as permitted by law.

(m) Seek injunctive relief against Industrial Users when necessary to prevent Industrial Wastewater discharge to the Contracting Agency's Community Sewer System which are not in

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compliance with applicable Pretreatment Standards and Requirements so as to protect the Regional Sewerage System.

3.3 Notwithstanding the preceding provisions of this Agreement, if CBMWD determines that a Contracting Agency has not taken appropriate enforcement action against an Industrial User, CBMWD may cause enforcement action against the Industrial User as follows:

(a) The pretreatment managers of CBMWD and the Contracting Agency shall discuss the enforcement action proposed by CBMWD.

(b) If the pretreatment managers do not agree upon the proposed enforcement action to be taken by the Contracting Agency, CBMWD shall send written notice to the administrator of the Contracting Agency's wastewater ordinance, signed by the CBMWD General Manager or his/her designee, specifying that a violation of the requirements of the Contracting Agency's wastewater ordinance has occurred or is occurring with respect to a particular Industrial User within the Contracting Agency's jurisdiction and the nature of the enforcement action which CBMWD contends should be taken. The notice shall contain sufficient information to substantiate the contention of CBMWD as to the need for enforcement action to be taken by the Contracting Agency.

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(c) If the administrator of the Contracting Agency's wastewater ordinance agrees with the contention of CBMWD then he/she shall forthwith initiate the mutually agreed upon enforcement action.

(d) If the administrator of the Contracting Agency's wastewater ordinance disagrees with the contention of CBMWD, he/she shall notify CBMWD in writing of such disagreement within fourteen (14) calendar days after CBMWD's written notice is received by the Contracting Agency. Such written notification shall be signed by the administrator of the Contracting Agency's wastewater ordinance and shall state the reasons for the Contracting Agency's disagreement with the enforcement action proposed by CBMWD.

(e) After receiving a written notification from the Contracting Agency pursuant to Section 3.3 (c) of this Agreement, CBMWD may appeal to the governing body of the Contracting Agency by submitting the appeal to the administrator of the Contracting Agency's wastewater ordinance. A hearing shall be held by the governing body of the Contracting Agency no later than thirty (30) calendar days after CBMWD's appeal is received. The thirty (30) day time limit may be extended by mutual agreement. The governing body of the Contracting Agency shall make findings and direct such enforcement or remedial action as it determines is appropriate.

(f) If CBMWD disagrees with the findings or the enforcement or remedial action selected by the governing body of



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the Contract Agency, CBMWD may pursue appropriate enforcement action pursuant to applicable federal or State law.

(g) If the CBMWD General Manager determines that circumstances require immediate enforcement action against an Industrial User in order to protect the Regional Sewerage System, CBMWD may proceed with enforcement or remedial action without regard to paragraphs (a) through (e) above, while complying with Section 5.5 of this Agreement.

(h) Joint enforcement action may be taken by CBMWD and a Contracting Agency against any Industrial User violating any condition of its Industrial Wastewater Discharge Permit or the wastewater ordinance when agreed to by the Contracting Agency and CBMWD.

3.4 Civil and criminal fines and penalties payable by Industrial Users shall be paid to the agency (i.e., a Contracting Agency or CBMWD) undertaking the enforcement action. For joint enforcement actions, CBMWD and the Contracting Agency shall divide any recovery equally or as otherwise agreed. In the event of an award of damages or of an award of costs incurred by either CBMWD or a Contracting Agency, the damages shall be paid to the agency whose facilities or processes incurred the damage and the costs reimbursed to the agency that incurred such costs, as may be appropriate.

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Section 4. Industrial Wastewater Discharge Permits

4.1 The Contracting Agency's wastewater ordinances shall require that all Industrial Users seeking to obtain, renew or revise an Industrial Wastewater Discharge Permit shall file with the Contracting Agency a permit application as set forth in the wastewater ordinance. After the Contracting Agency has determined that the application is complete, the Contracting Agency shall determine if the permit applicant Industrial User is a Significant Industrial User and develop appropriate permit requirements.

4.2 If an applicant Industrial User is determined to be a Significant Industrial User, the Contracting Agency shall forward a draft Industrial Wastewater Discharge Permit to CBMWD for its review and comment. Unless the Contracting Agency receives written comments or a request for additional information from CBMWD within ten (10) business days from the date of mailing the draft permit, the permit may be issued by the Contracting Agency to the Industrial User in the form of the draft permit submitted to CBMWD. If CBMWD determines that additional information is required to properly evaluate a draft permit for a Significant Industrial User received from a Contracting Agency, CBMWD shall, within the time period specified above, provide written notification of this determination to the Contracting Agency, which shall then obtain the required additional information and provide it to CBMWD.

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4.3 In evaluating a draft permit for a Significant Industrial User, CBMWD may specify appropriate terms, conditions or limits for any new or increased contributions of pollutants or any change in the nature of pollutants to be discharged by the Industrial User into the Community Sewer System as follows: (1) to ensure compliance with applicable Pretreatment Standards and Requirements; or (2) if the new, increased or changed contributions of pollutants, alone or in conjunction with other discharges, may cause CBMWD to violate its Waste Discharge Requirements. CBMWD shall notify the Contracting Agency in writing within the time period specified above and the Contracting Agency shall include such additional terms, conditions or limits in the permit.

4.4 Existing Significant Industrial Users which have valid Industrial Wastewater Discharge Permits on file with CBMWD as of the effective date of this Agreement shall be deemed authorized to discharge indirectly to the Regional Sewerage System as long as their permits remain valid.

4.5 All Industrial Wastewater Discharge Permits shall expressly provide that CBMWD has the legal authority to enforce the permit conditions as provided in this Agreement, including:

- (a) Surveillance and monitoring of wastewater discharge;
- (b) Inspection of any facility or industrial process involved directly or indirectly with any discharge of Industrial

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Wastewater, including any Pretreatment Facilities;

(c) Prohibitions of and restrictions on wastewater discharge; and

(d) The requirement that the Industrial User notify CBMWD immediately upon any discharge by the Industrial User of a Slug Load to the Community Sewer System.

Section 5. Inspection and Monitoring of Industrial Users

5.1 The Contracting Agencies shall carry out inspections, surveillance and monitoring necessary to determine, independent of information supplied by Industrial Users, the compliance status of an Industrial User with applicable Pretreatment Standards and Requirements.

5.2 CBMWD shall also have the right to conduct inspections, surveillance and monitoring of Industrial Users in order to identify, independent of information supplied by the Contracting Agencies or Industrial Users, noncompliance with Pretreatment Standards and Requirements.

5.3 Representatives of CBMWD and each Contracting Agency shall be authorized by their wastewater ordinances and the Industrial User's Industrial Wastewater Discharge Permit to enter

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on or into any premises of any Industrial User in which an Industrial Wastewater discharge source or Pretreatment Facility is located or in which records are required to be kept to assure compliance with Pretreatment Standards and Requirements.

5.4 Except during emergencies, CBMWD shall give written notice to a Contracting Agency prior to conducting inspection, surveillance or monitoring of any Industrial User discharging Industrial Wastewater to the Contracting Agency's Community Sewer System. The written notice shall contain sufficient information to substantiate the contention of CBMWD as to the need for inspection, surveillance or monitoring and shall be signed by the CBMWD General Manager or his designee. The inspection, surveillance or monitoring of the Industrial User is to be conducted jointly by representatives of the Contracting Agency and CBMWD unless the Contracting Agency waives this right. The representatives shall mutually agree upon the dates and times of the inspection, surveillance or monitoring. A Contracting Agency may waive the aforementioned written notice requirement on a case-by-case basis.

5.5 If the CBMWD General Manager or his designee determines that an emergency exists with respect to discharge of Industrial Wastewater by an Industrial User to the Community Sewer System of a Contracting Agency, in that there is an imminent risk of Upset, Interference, or Pass Through, the General Manager or his/her designee shall give notice of such emergency to the Contracting Agency by telephone. Such notification shall include the

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circumstances constituting the emergency. After providing such notice, CBMWD may proceed immediately with such inspection, surveillance or monitoring as it deems appropriate in light of the emergency. Representatives of the Contracting Agency may be present at all times.

Section 6. Pretreatment Program Reporting

6.1 The Contracting Agencies shall submit the following reports to CBMWD:

(a) Quarterly Pretreatment Reports by the twentieth (20th) calendar day following the end of each of the quarterly reporting periods specified in CBMWD's Waste Discharge Requirements.

(b) Annual Pretreatment Reports by the sixtieth (60th) calendar day following the end of each annual reporting period specified in CBMWD's Waste Discharge Requirements.

(c) All other reports specified in 40 CFR Part 403.12 at the request of CBMWD and pursuant to a mutually agreed upon and reasonable schedule.

6.2 The Contracting Agencies shall provide CBMWD with access to all information that the Contracting Agencies obtain as part of

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their Pretreatment Program activities on a mutually agreed upon and reasonable schedule. Significant Industrial User Industrial Wastewater discharge data will be made available by the Contracting Agencies and CBMWD to the Approval Authority, EPA and the public without any restriction.

6.3 Each Contracting Agency shall immediately notify CBMWD upon becoming aware of an Industrial Wastewater discharge that constitutes a threat to the health and welfare of the community or to the environment, may cause Upset, Interference, or Pass Through at the Regional Sewerage System; or that may cause CBMWD to violate any Pretreatment Standards and Requirements or the Waste Discharge Requirements.

6.4 If a Contracting Agency becomes aware of the discharge of a Slug Load by any Industrial User within its jurisdiction to its Community Sewer System, the Contracting Agency shall immediately notify CBMWD. The Contracting Agency shall also ascertain what conditions caused the discharge of the Slug Load and whether such conditions could result in the discharge of additional Slug Loads by the Industrial User. The Contracting Agency shall notify CBMWD of its determinations with respect to any such Slug Load and of enforcement or remedial action which has been or is to be undertaken to prevent the reoccurrence of a Slug Load discharge by the Industrial User.

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Section 7. Wastewater Quality Limitations

7.1 CBMWD shall establish, and modify as necessary, Wastewater Quality Limitations for wastewater discharged into the Regional Sewerage System by the Contracting Agencies through their respective Community Sewer Systems.

7.2 CBMWD shall, from time to time, amend the Wastewater Quality Limitations when required for compliance with Pretreatment Standards and Requirements or the Waste Discharge Requirements as follows:

(a) Before adopting any such amendment, the Board of Directors of CBMWD shall adopt a resolution declaring its intention to amend the Wastewater Quality Limitations, describing the proposed amendments and specifying a time, not earlier than sixty (60) calendar days after the adoption of the resolution, and a place at which the Board of Directors of CBMWD will hold a hearing on the question of the adoption of such amendments. Immediately thereafter, the secretary of the Board of Directors of CBMWD shall mail a copy of the resolution to each Contracting Agency and to each member of the Regional Policy Committee and the Regional Technical Committee. The Committees shall review the proposed amendments and, not later than ten (10) calendar days preceding the date of the hearing, shall submit their written report and recommendation thereof to the General Manager of CBMWD and to each Contracting Agency.



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(b) At the hearing on the proposed amendments, the Board of Directors of CBMWD shall consider the report and recommendations of the Regional Policy Committee and shall hear representatives of Contracting Agencies and any other interested persons. The Board of Directors of CBMWD may modify the proposed amendments and, upon the conclusion of the hearing, adopt the amendments. If the Board of Directors fails to approve any recommendation made by the Regional Policy Committee in its written reports, the resolution adopting the amendments shall set forth findings in support of the determination of the Board of Directors.

7.3 Each Contracting Agency shall monitor the quality of its wastewater discharge to the Regional Sewerage System as provided in Exhibit "A" hereto to ensure compliance with the Wastewater Quality Limitations. Sampling and analyses of any wastewater shall be performed in accordance with the procedures established under 40 CFR Part 136 and Section 304 (g) of the Clean Water Act including subsequent amendments thereto.

Section 8. Surcharges to Contracting Agencies for Deviations from Wastewater Quality Limitations

8.1 All wastewater discharged into the Regional Sewerage System by a Contracting Agency of a quality equal or superior to the Wastewater Quality Limitations shall be paid for by the Contracting Agency at the service rate provided for in Sections 18 and 19 of the Regional Contract. Should any wastewater discharged

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by any Contracting Agency into the Regional Sewerage System be of a quality inferior to any of the Wastewater Quality Limitations, but which can be treated at a Regional Treatment Plant, then, in addition to payment of the service charge provided for in Sections 18 and 19 of the Regional Contract, the Contracting Agency shall pay surcharges thereof.

8.2 For the purpose of determining compliance with the Wastewater Quality Limitations, the quality of all wastewater delivered into the Regional Sewerage System by a Contracting Agency shall be determined from the monthly monitoring results obtained at mutually agreed upon sampling locations. Sampling and analysis of wastewater shall be made pursuant to Exhibit "A" of this Agreement.

8.3 The surcharge rate or rates shall be determined annually by the Board of Directors of CBMWD at the time of adoption of the budget, as provided in Section 19 of the Regional Contract. The surcharge rate shall represent the additional capital costs and maintenance and operation expenses of CBMWD in treating or disposing, or both, of the inferior wastewater and shall be based on the biochemical oxygen demand (BOD) and the total suspended solids (TSS) components of the wastewater, measured on a dry weight basis, for the quantity of decomposable matter and suspended solids exceeding the Wastewater Quality Limitations. Any surcharges due from a Contracting Agency shall be billed and paid in the manner provided in Section 20 of the Regional Contract for billing and payment of the service charge. Any portion of the surcharges

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received by CBMWD representing additional maintenance and operation expenses shall be credited to the Regional Sewerage System Maintenance and Operation Fund and any portion representing additional capital costs shall be credited to the Regional Wastewater Capital Improvement Fund.

Section 9.       Violations of Wastewater Quality Limitations.

9.1 If any Contracting Agency shall fail or refuse to comply with the Wastewater Quality Limitations, CBMWD may exercise, as it deems appropriate, one or more of the remedies specified in Section 10 below:

Section 10.       Violations of Sewage Quality Standards

10.1 If any Contracting Agency shall fail or refuse to comply with the Wastewater Quality Limitations, CBMWD shall have and may exercise one or more of the remedies specified herein. The listing of the following remedies shall not be deemed exclusive nor shall CBMWD be prevented from exercising any other remedy provided by law or in equity:

(a) Danger of Public Health Safety and/or Facilities -  
If any delivery of sewage made by a Contracting Agency to CBMWD constitutes and imminent threat to the public health and safety or

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materially endangers the Regional Sewerage System facilities, or their operation, CBMWD shall make a determination that such condition exists and shall give the Contracting Agency immediate notice thereof and an order to immediately correct such imminent threat to public health and safety.

(b) Non-dangerous Violation - If any delivery of sewage by a Contracting Agency to CBMWD is in violation of said quality standards, but the violation does not constitute an imminent threat to public health or safety nor materially endanger any facilities of the Regional Sewerage System or their operation, CBMWD shall give to the Contracting Agency written notice thereof and an order to correct such violation within thirty (30) days thereof.

(c) Damages - If any such violations result in damage to any transmission, treatment or disposal facilities of the Regional Sewerage System or require CBMWD to provide additional treatment, then the violating Contracting Agency shall pay CBMWD the cost, as determined and certified by the General Manager of CBMWD, of repairing any damage to the Regional Sewerage System facilities and all additional necessary costs incurred by CBMWD above actual audited cost of treating such sewage which may be in violation of such quality standards, less the amount of any surcharge payable as a result of the violation, plus an administrative fee equal to 10% of any remaining amount. If any such costs incurred by CBMWD as a result of violations were paid for from the Regional Sewerage System Maintenance and Operation Fund, then to the extent thereof

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any payments made to CBMWD by reason of violations shall be credited to such fund.

Section 11. Indemnification

11.1 The following shall apply only to the Regional Pretreatment Agreement.

11.2 Each of the parties (i.e., Contracting Agency and CBMWD) to this Agreement shall indemnify, defend and save harmless the other party, its agents, officers or employees from and against any and all liability, damages, costs, loss claims, and expenses, including reasonable attorney's fees caused by any willful or negligent act or omission of the party, its agents, officers or employees in the performance of this Agreement.

Section 12. Relationship of Agreements

12.1 This Agreement amends and supplements the Regional Contract and specifically supersedes Sections 21 and 22 thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Date of Execution:

October 24, 1994

CHINO BASIN MUNICIPAL WATER DISTRICT

By: B. Hill

President

ATTEST:

John L. Anderson  
Secretary of the Board of Directors

Date of Execution:

\_\_\_\_\_

CITY OF CHINO

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

City Manager

ATTEST:

\_\_\_\_\_

City Clerk

Date of Execution:

\_\_\_\_\_

CITY OF CHINO HILLS

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

August 17, 1994

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Date of Execution: \_\_\_\_\_ CHINO BASIN MUNICIPAL WATER DISTRICT  
By: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary of the Board of Directors

Date of Execution: \_\_\_\_\_ CITY OF CHINO  
By: [Signature]  
City Manager

ATTEST:  
[Signature] 9/27/94  
City Clerk

Date of Execution: \_\_\_\_\_ CITY OF CHINO HILLS  
By: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

August 17, 1994

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Date of Execution: \_\_\_\_\_ CHINO BASIN MUNICIPAL WATER DISTRICT  
By: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary of the Board of Directors.

Date of Execution: \_\_\_\_\_ CITY OF CHINO  
By: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

Date of Execution: Sept. 27, 1994 \_\_\_\_\_ CITY OF CHINO HILLS  
By: [Signature] \_\_\_\_\_  
Mayor

ATTEST:  
[Signature] \_\_\_\_\_  
City Clerk



August 17, 1994

Date of Execution:

CUCAMONGA COUNTY WATER DISTRICT

\_\_\_\_\_

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

President of the Board of  
Directors

ATTEST:

\_\_\_\_\_

Secretary of the Board of Directors

Date of Execution:

CITY OF FONTANA

10/18/94

By: Gregory C. Devereaux

Gregory C. Devereaux  
City Manager

ATTEST:

Linda S. Mann

Deputy City Clerk

Date of Execution:

CITY OF MONTCLAIR

\_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

August 17, 1994

Date of Execution:

September 27, 1994

CUCAMONGA COUNTY WATER DISTRICT

By:

Jerome M. Wilson

President of the Board of  
Directors - Jerome M. Wilson

ATTEST:

T. E. Shollenberger

Secretary of the Board of Directors  
T. E. Shollenberger

Date of Execution:

\_\_\_\_\_

CITY OF FONTANA

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

City Clerk

Date of Execution:

\_\_\_\_\_

CITY OF MONTCLAIR

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

City Clerk

August 17, 1994

Date of Execution:

CUCAMONGA COUNTY WATER DISTRICT

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

President of the Board of  
Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

Date of Execution:

CITY OF FONTANA

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

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Date of Execution:

CITY OF MONTCLAIR

October 4, 1994

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

Mayor

ATTEST:

  
City Clerk

August 17, 1994

Date of Execution: CITY OF UPLAND

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

Mayor

ATTEST:

*[Signature]*

City Clerk



APPROVED AS TO FORM

DATE SEP 26 1994

BY

*[Signature]*

CITY ATTORNEY  
FOR ONTARIO, CALIFORNIA

Date of Execution: CITY OF ONTARIO.

October 4, 1994

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

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

August 17, 1994

Date of Execution:

CITY OF ONTARIO

\_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

Date of Execution:

CITY OF UPLAND

October 10, 1994

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

*Robert R. Nolan*  
Mayor

ATTEST:

*[Signature]*  
\_\_\_\_\_

City Clerk

## EXHIBIT A

### MONITORING AND REPORTING REQUIREMENTS FOR SEWAGE DISCHARGED INTO THE REGIONAL SYSTEM BY CONTRACTING AGENCIES

#### I. DEFINITIONS

**Composite Sample** - A combination of no fewer than 8 individual samples obtained at equal time or flow intervals for 24 hours.

**Grab Sample** - Any individual sample collected in less than 15 minutes. Also referred to as a discrete sample.

#### II. MONITORING REQUIREMENTS

- A. All sampling, sample preservation and analysis shall be conducted in accordance with 40 CFR Part 136. All analysis shall be performed by a laboratory certified to perform such analysis by the California State Department of Health Services.
- B. Sampling shall be conducted at locations mutually agreed upon by IEUA and each and shall be designed to monitor all significant (Quality/Quantity) sources of wastewater from within the Agency's service area.
- C. A Regional Contracting Agency is required to keep the following monitoring records for three (3) years for each sample collected in accordance with this section.
  - 1. Sample date, time, and location.
  - 2. Sample preservation method.
  - 3. Sample container type.
  - 4. Analysis method used.
  - 5. Results of analysis.
  - 6. Name of person taking the sample.
  - 7. Name of the laboratory performing the analysis.

D. Monitoring Frequency and Sample Types

Samples are to be collected at the mutually agreed upon sample location(s) for the following constituents:

<u>Constituent</u>	<u>Sampling Frequency</u>	<u>Sample Type</u>
Biochemical Oxygen Demand	Monthly	24-hour composite
Chemical Oxygen Demand	Monthly	24-hour composite
Total Suspended Solids	Monthly	24-hour composite
Total Dissolved Solids	Monthly	24-hour composite
Total Kjeldahl Nitrogen	Monthly	24-hour composite
Ammonia Nitrogen	Monthly	24-hour composite
Flow (Total)	Semi-Annual	-----
Specific Conductance	Monthly	24-hour composite
Chloride	Monthly	24-hour composite
Sodium	Monthly	24-hour composite
Boron	Monthly	24-hour composite
Fluoride	Monthly	24-hour composite
Sulfate	Monthly	24-hour composite
Total Hardness	Monthly	24-hour composite
Arsenic	Quarterly	24-hour composite
Barium	Quarterly	24-hour composite
Cadmium	Quarterly	24-hour composite
Chromium	Quarterly	24-hour composite

Cobalt	Quarterly	24-hour composite
Copper	Quarterly	24-hour composite
Cyanide	Quarterly	24-hour composite
Iron	Quarterly	24-hour composite
Lead	Quarterly	24-hour composite
Manganese	Quarterly	24-hour composite
Mercury	Quarterly	24-hour composite
Nickel	Quarterly	24-hour composite
Selenium	Quarterly	24-hour composite
Silver	Quarterly	24-hour composite
Zinc	Quarterly	24-hour composite
Sulfide (Total)	Quarterly	24-hour composite
Oil and Grease	Quarterly	Grab
Methylene Blue Active Substance	Quarterly	24-hour composite
Temperature	Monthly	Grab
Calcium	Quarterly	24-hour composite
Magnesium	Quarterly	24-hour composite
Carbonate	Quarterly	24-hour composite
Biracbonate	Quarterly	24-hour composite
Purgeable Halocarbons	Semi-Annual	Grab
Purgeable Aromatic Hydrocarbons	Semi-Annual	Grab
Acrolein & Acrylonitrile	Semi-Annual	Grab



Remaining EPA Priority Pollutants      Semi-Annual      24-hour composite

Quarterly samples shall be collected in March, June, September, and December. Semi-annual samples shall be collected on the 10<sup>th</sup> working day of June and December. Grab samples shall be collected at peak flow. All metals analysis are to be performed by total metals methodology.

E. Water Supply Monitoring

In August of each year, a sample from each source of the water supplied to the sewered area shall be obtained and analyzed for the following constituents:

Specific Conductance	Sodium	Chloride
Total Filterable Residue	Boron	pH
Total Hardness		

All of the above constituents shall be expressed in "mg/l" (milligrams per liter) except specific conductance and pH, which shall be expressed in "microhmos" and "pH units" respectively.

Any new source shall be sampled for the above constituents upon commencement of service for the new source.

F. pH Monitoring

Upon notification by the Inland Empire Utilities Agency of a pH limit violation, the Regional Contracting Agency (s) shall have the capability to continuously monitor pH throughout their collection system in order to identify the source of the non-compliance. The Regional Contracting Agency (s) shall be required to continuously monitor the non-complying pH monitoring locations until compliance is achieved.

III. REPORTING

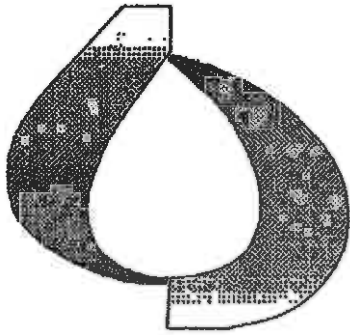
A. All monitoring as listed in section II above shall be reported to IEUA by the end of the month following the month of monitoring except as specified below. Monitoring reports shall also include a 12 - month running average comparison of

constituents with discharge limits and a flow weight 12-month running average of water supply constituents with incremental limits. The report shall be submitted signed and certified by an authorized representative.

- B. When a Regional Contracting Agency becomes aware that a specific limitation has been exceeded, within 10 days, the Regional Contracting Agency shall submit a written report of the violation and measures to be taken by the Regional Contracting Agency to prevent similar future occurrences.
- C. Reports on water supply flow from each source shall be submitted to IEUA by the 20<sup>th</sup> day of the month following the calendar month to be reported.



**REGIONAL  
WASTEWATER  
ORDINANCE**



***CHINO BASIN***  
***MUNICIPAL WATER DISTRICT***

***REGIONAL***  
***WASTEWATER***  
***ORDINANCE***

***(CBMWD Ordinance No. 57)***

***OCTOBER 19, 1994***

REGIONAL WASTEWATER ORDINANCE

**ORDINANCE NO.57**

AN ORDINANCE OF THE BOARD OF DIRECTORS OF CHINO  
BASIN MUNICIPAL WATER DISTRICT REGULATING THE  
AVAILABILITY AND USE OF THE REGIONAL SEWERAGE  
SYSTEM IN CHINO BASIN MUNICIPAL WATER  
DISTRICT, SAN BERNARDINO COUNTY,  
STATE OF CALIFORNIA

BE IT ORDAINED BY THE Board of Directors of Chino Basin Municipal Water District as follows:

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## SECTION 1 - GENERAL PROVISIONS

### 1.1 - AUTHORIZATION

This Ordinance is enacted pursuant to the authorization of the Municipal Water District Law of 1911, California Water Code Section 71000 et seq., California Government Code Section 54739 et seq., the Clean Water Act (33 U.S.C. 1251 et seq.) and the General Pretreatment Regulations (40 C.F.R. 403).

### 1.2 - PURPOSE, OBJECTIVES, AND SHORT TITLE

The purpose of this Ordinance is to provide for the maximum possible beneficial use of the Regional Sewerage System, ground water resources, effluent-receiving waterways and operating personnel through regulation of Wastewater discharges by establishing terms, limits, and conditions of discharge through waste Permits, whether from existing, new or increased Pollutant contributions, to provide for equitable distribution of the District's costs, and to provide procedures for complying with requirements placed upon the District by local, State of California, and federal regulations. This is accomplished in compliance with the NPDES Permits issued by the California Regional Water Quality Control Board in conformity with 40 CFR Part 403 the Clean Water Act as amended by the Water Quality Act of 1987 and the California Water Code as amended.

It is the intent of this Ordinance to recognize that Contracting Agencies with Approval Authority approved pretreatment programs have the primary responsibility for compliance monitoring and enforcement of the federal, state and locally mandated pretreatment regulations. However, in the event a Contracting Agency does not take action to enforce Pretreatment Standards and Requirements, the District has the right to take administrative or legal action.

The objectives of this Ordinance are:

- (A) To prevent the introduction of Pollutants into the District's Regional Sewerage System collection system which may harm or cause interference with the operation of the Publicly Owned Treatment Works (POTW), to prevent exposure of District employees to chemical hazards created by Industrial Users, or prevent contamination of the resulting sludge;
- (B) To prevent the introduction of Pollutants to the Regional Sewerage System which may not be amenable to treatment and/or may Pass Through the POTW if inadequately treated, into the Receiving Waters or the atmosphere; and
- (C) To increase the options for the disposal of the sludge resulting from Wastewater treatment.

This Ordinance shall be known as the Regional Wastewater Ordinance and may be cited as such.

### 1.3 - APPLICABILITY

This Ordinance shall apply to all discharges, whether direct or indirect, to the Regional Sewerage System and shall be interpreted in accordance with definitions set forth in Section 1.7 of the Ordinance. If any conflicting provisions regulating such discharges are contained in any existing District Ordinance, the provisions in this Ordinance shall control.

This Ordinance provides for the regulation of the quantity and quality of Wastewater to be discharged to the Regional Sewerage System, the degree of waste Pretreatment required, the settling of charges to provide for equitable distribution of costs, the issuance of Permits for non-domestic Wastewater discharge, all other Permits as required, and the establishment of penalties for violation of this Ordinance.

#### 1.4 - ORDINANCE IN FORCE

Upon adoption of this Ordinance, District Ordinance 22 and Ordinance 48 are hereby repealed and rescinded in their entirety. This Ordinance shall be in full force and effect from its passage and approval.

#### 1.5 - ADMINISTRATOR

Except as otherwise provided herein, the General Manager shall administer, implement, and enforce the provisions of this Ordinance. The General Manager may, at his discretion, delegate any or all of these powers and duties.

#### 1.6 - ABBREVIATIONS

NPDES - National Pollutant Discharge Elimination System  
CFR - Code of Federal Regulations  
COD - Chemical Oxygen Demand  
BOD - Biochemical Oxygen Demand  
TSS - Total Suspended Solids

#### 1.7 - DEFINITION OF TERMS

- (A) **APPROVAL AUTHORITY** - Shall mean the California Regional Water Quality Control Board - Santa Ana Region.
- (B) **AUTHORIZED REPRESENTATIVE** - Shall mean:
1. A Responsible Corporate Officer as defined herein; or
  2. A general partner or proprietor, if the User is a partnership or sole proprietorship, respectively; or
  3. A duly Authorized Representative of 1 or 2 above, if:
    - (a) The authorization is made in writing by the individual described in 1. or 2. above;
    - (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company;
    - (c) The written authorization is submitted to the Control Authority; and
    - (d) If an authorization under 3. above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of 3. above must be submitted to the Control Authority prior to or together with any reports to be signed by an Authorized Representative.
- (C) **BOARD** - Shall mean the Board of Directors of Chino Basin Municipal Water District.
- (D) **BYPASS** - Shall mean the diversion of wastestreams from any portion of an Industrial User's treatment facility.



- (E) **CHEMICAL SUBSTANCES** - Shall mean any substance placed in the waste receptacle of a portable toilet for the purpose of controlling odors or decomposition.
- (F) **CLEAN WATER ACT (CWA)** - Shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and the regulations adopted thereto.
- (G) **COMMUNITY SEWER SYSTEM** - Shall mean all facilities owned, controlled or operated by a Sewage Collection Agency for the purpose of collecting and conducting sewage to a Delivery Point, including collector sewers conducting sewage from the originating premises, trunk sewers conveying sewer from tributary collector sewers or other trunk sewers and any facilities appurtenant to the foregoing.
- (H) **CONFIDENTIAL INFORMATION** - Shall mean information and data on a User including products used, industrial processes or methods of production, etc. which the User can demonstrate, to the satisfaction of the General Manager, constitute trade secrets. Effluent constituents and characteristics shall not be considered Confidential Information.
- (I) **CONTRACTING AGENCY** - Shall mean any Sewage Collection Agency located, in whole or in part, within the boundaries of CBMWD which has entered into a service contract with CBMWD.
- (J) **CONTROL AUTHORITY** - Shall mean Chino Basin Municipal Water District or a Contracting Agency as defined that has an Approval Authority approved Pretreatment program.
- (K) **DELIVERY POINT** - Shall mean the transfer point at which sewage is delivered from a Community Sewer System into the Regional Sewerage System.
- (L) **DIRECT DISCHARGE** - Shall mean the intentional or unintentional release of treated or untreated Sewage, Wastewater or other Pollutants into the Regional Sewerage System.
- (M) **DISPOSAL FACILITIES** - Shall mean all facilities owned, controlled and operated by CBMWD to meet effluent discharge requirements, excluding reclamation facilities operated by CBMWD to meet obligations under the judgement entered in the action entitled Orange County Water District v. City of Chino, et al. (Case No. 117628, Superior Court, County of Orange), or to meet the requirements of contracting agencies exercising the right of first purchase of reclaimed effluent.
- (N) **DISPOSAL OR DISPOSE** - Shall mean any process or method for the elimination of beneficial use of sewage and any effluent or solid waste residuals thereof, including exportation from the Chino Basin.
- (O) **DISTRICT** - Shall mean the Chino Basin Municipal Water District (CBMWD) and its duly authorized officers, agents, and representatives.
- (P) **DOMESTIC WASTE HAULER** - Shall mean any Person engaged in the vehicular transport of Sanitary Wastes which are discharged into the Regional Sewerage System as a part of, or incidental to, any business.
- (Q) **DOMESTIC WASTE HAULER PERMIT** - Shall mean a Permit issued by the District establishing terms and conditions for discharging vehicular-hauled Sanitary Wastes into the Regional Sewerage System.
- (R) **ENVIRONMENTAL PROTECTION AGENCY (EPA)** - Shall mean the Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

- (S) **FEDERAL CATEGORICAL PRETREATMENT STANDARDS OR CATEGORICAL STANDARDS** - Shall mean any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Clean Water Act (33 U.S.C. 1317) which apply to a specific category of Industrial User and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (T) **GENERAL MANAGER** - Shall mean the General Manager or a duly Authorized Representative of Chino Basin Municipal Water District.
- (U) **HAZARDOUS SUBSTANCE** - Shall mean, but is not limited to, those substances listed in 40 CFR Part 300.6 (1988). Hazardous Substance shall include any substance designated pursuant to Section 311 (b)(2) (A) of the Clean Water Act (CWA); any element, compound, mixture, solution or substance designated pursuant to Section 102 of CERCLA; any Hazardous Waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress); any Toxic Pollutant listed under Section 307 (a) of the CWA; any hazardous air Pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture with respect to which the Administrator of EPA has taken action pursuant to Section 7 of the Toxic Substances Control Act.
- (V) **HAZARDOUS WASTE** - Shall mean a Hazardous Waste as defined in 40 CFR Part 261.3 or Title 22, California Code of Regulations.
- (W) **INDIRECT DISCHARGE** - Shall mean the intentional or unintentional release of treated or untreated Sewage, Wastewater, or other Pollutants from any source into a Community Sewer System.
- (X) **INDUSTRIAL USER** - Shall mean any Person that discharges or causes a discharge of non-domestic wastes directly or indirectly to the Regional Sewerage System.
- (Y) **INDUSTRIAL WASTEWATER** - Shall have the same meaning as Non-Domestic Wastewater.
- (Z) **INDUSTRIAL WASTEWATER DISCHARGE PERMIT** - Shall mean a written authorization issued by the District, or by a Contracting Agency in accordance with the Regional Sewerage Service Contract, for the discharge of Non-Domestic Wastewater from any Industrial User of the Regional Sewerage System.
- (AA) **INTERFERENCE** - Shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, either:
1. Inhibits or disrupts the Regional Sewerage System, its treatment processes or operations, or its sludge processes use or disposal; or
  2. Causes a violation of any requirement of the NPDES Permit including an increase in the magnitude or duration of a violation or adversely affects of the District's method of sewage sludge use or disposal.
- (BB) **MAY** - Is permissive.
- (BB) **NEW SOURCE** - Shall mean:
1. Any building, structure, facility or installation from which there is or may be a discharge of Pollutants, provided that:
    - (a) The building, structure, facility or installation is constructed at a site at which no other source is located; or

- (b) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of Pollutants at an existing source; or
  - (c) The production or Wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors, the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source will be considered.
2. Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of 1(a) or 1(b) above, but otherwise alters, replaces, or adds to existing process or production equipment.
  3. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
    - (a) Begun, or caused to begin as part of a continuous on-site construction program:
      - Any placement, assembly, or installation of facilities or equipment; or
      - Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
    - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- (DD) **NON-DOMESTIC WASTEWATER (or Industrial Wastewater)** - Shall mean the Wastewater resulting from or associated with waste flows from commercial, governmental, institutional, and industrial sources including, but not limited to, the following:
- Production or refining of petroleum; production, processing, packing, or canning of fruits, vegetables, meat, or beverages; laundering of clothes in public laundries; racks, and garages; production of fertilizer; keeping of livestock or poultry; operation of dairies; production of refuse; washing of equipment or facilities used in non-domestic operations; production and processing of plastic; cleaning of tanks, tank cars, or barrels; plating or processing metals; processing or reclamation of refuse; and the washing of equipment or spaces used in non-domestic operations and any other similar manufacturing, processing, and servicing operations.
- Any Wastewaters containing portions of Non-Domestic Wastewaters shall be considered Non-Domestic Wastewaters. Non-Domestic Wastewater shall not include Wastewater from single or multiple residences, and places engaged exclusively in retail business.
- (EE) **ORDINANCE** - Shall mean this Ordinance, unless otherwise specified.
- (FF) **PASS THROUGH** - Shall mean a discharge which exits the Regional Sewerage System into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge

or discharges from other sources, is a cause of a violation of any requirement of the District's NPDES Permit, including an increase in the magnitude or duration of a violation.

- (GG) PERMIT - The term Permit when used by itself means either an Industrial Wastewater Discharge Permit or a Domestic Waste Hauler Permit.
- (HH) PERSON - Shall mean any individual or entity including but not limited to any person, firm, company, or corporation, partnership or association, any public corporation, political subdivision, city, county, district, the State of California, the United States of America or any department or agency thereof. The singular in each case shall include the plural.
- (II) pH - Shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.
- (JJ) POLLUTANT - Shall mean something that causes pollution, including but not limited to solid waste, incinerator residue, sewage screenings, sewage sludge, chemical wastes, biological materials, radioactive materials, heat, rock, sand, and industrial, municipal, or agricultural garbage.
- (KK) PREMISES - Shall mean any lot, parcel of land, building or establishment, either residential, commercial, or industrial, both public and private, including schools, churches, and institutions without limitation.
- (LL) PRETREATMENT - Shall mean the application of physical, chemical or biological processes to reduce the amount of Pollutants in or alter the nature of the Pollutant properties in Wastewater prior to discharging such Wastewater to the Regional Sewerage System.
- (MM) PRETREATMENT STANDARDS AND REQUIREMENTS - Shall mean all applicable federal, State of California or local standards or requirements related to Pretreatment or discharge of non-domestic wastes.
- (NN) RECEIVING WATERS - Shall mean a natural water course or body of water into which treated sanitary sewage and/or treated non-domestic waste is discharged.
- (OO) REGIONAL SEWAGE SERVICE CONTRACT - Shall mean the Chino Basin Regional Service Contract or any subsequent supplemental or successor contracts.
- (PP) REGIONAL SEWERAGE SYSTEM - Shall mean all facilities owned, controlled or operated by CBMWD and any interest or capacity rights of CBMWD in facilities owned, controlled, or operated by others, for purpose of transmitting, treating and disposing of sewage, including interceptor sewers, sewage treatment and disposal plants, outfall sewers, facilities for the disposal of effluent and solid waste residuals and any facilities appurtenant to the foregoing. The Regional Sewerage System shall not include any reclamation facilities or portions of reclamation facilities which are operated by or for the benefit of CBMWD to meet obligations under the judgment entered in the action entitled Orange County Water District v. City of Chino, et al. (Case No. 117628, Superior Court, County of Orange), or to meet the requirements of contracting agencies exercising the right of first purchase of reclaimed effluent; provided that the Regional Sewerage System shall include all other Disposal Facilities which are required to meet the requirements of the NPDES Permit or Permits or Waste Discharge Requirements issued to CBMWD by the Regional Water Quality Control Board, Santa Ana Region, for the operation of the Regional Treatment Plants.
- (QQ) REGIONAL TREATMENT PLANT - Shall mean a Sewage and Wastewater treatment plant operated by CBMWD as part of the Regional Sewerage System.
- (RR) RESPONSIBLE CORPORATE OFFICER - Shall mean a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other Person who

performs similar policy or decision-making functions for the corporation, or the manager of one or more manufacturing, production, or operation facilities employing more than 250 Persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (SS) **SANITARY WASTE(S)** - Shall mean liquid or semi-liquid wastes contained within septic tanks, seepage pits, cesspools, sewage holding tanks or other repositories of only human body wastes and/or Chemical Substances as defined herein. Sanitary Waste does not include non-domestic waste or wastes from grease and oil interceptors. For the purposes of this Ordinance, Sanitary Wastes shall be considered Non-Domestic Wastewater with respect to California Government Code, Section 54739-54740 et seq.
- (TT) **SERVICE AREA** - Shall mean all territory now or hereafter provided Sewage service by the Community Sewer System owned, controlled or operated by any Sewage Collection Agency.
- (UU) **SEVERE PROPERTY DAMAGE** - Shall mean substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a Bypass. Severe Property Damage does not mean economic loss caused by delays in production.
- (VV) **SEWAGE** - Shall mean any liquid waste and water borne solid waste resulting from residential, commercial, industrial, or institutional activities or uses.
- (WW) **SEWAGE COLLECTION AGENCY** - Shall mean the County of San Bernardino and any city or special district, other than CBMWD, which is located in whole or in part within CBMWD and which is authorized to own, control and operate a Community Sewer System.
- (XX) **SEWER** - Shall mean any pipeline conducting sewage, either by gravity or by pressure, and any facilities appurtenant thereto.
- (YY) **SHALL** - is mandatory.
- (ZZ) **SIGNIFICANT INDUSTRIAL USER (SIU)** - Shall mean any Industrial User of the Regional Sewerage System who:
1. Is a categorical User as defined in 40 CFR Subchapter N (Parts 401-471); or,
  2. Has a discharge flow rate of twenty-five thousand (25,000) gallons or more per average workday of processed Wastewater; excluding sanitary, non-contact cooling and boiler blow down water; or contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of a Regional Treatment Plant, or;
  3. Has in its wastewater Toxic Pollutants, as defined pursuant to Section 307 of the Clean Water Act, or in State of California statutes, regulations or rules; or
  4. Is found by the District, state, California Regional Water Quality Control Board, the U.S. Environmental Agency (EPA), to have significant impact, either singly or in combination with other wastewater discharges from contributing industries, on the operation of the Regional Sewerage System, the quality of sludge, the system's effluent quality, or air emissions generated by the system.
- (AAA) **SIGNIFICANT NON-COMPLIANCE** - Shall mean that one or more of the following criteria are met upon review of the industry compliance record:

1. **Violations of Wastewater discharge limits:**

- (a) **Chronic violations:** Sixty-six percent or more of all of the measurements taken during a six-month period exceed, by any magnitude, the daily maximum limit or the average limit for the same Pollutant parameter.
- (b) **Technical Review Criteria (TRC) violations:** Thirty-three percent or more of all of the measurements for each Pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC.

There are two TRCs:

- 1. **Group I for conventional Pollutants (BOD, TSS, fats, oil and grease)** TRC = 1.4
- 2. **Group II for all other Pollutants (except pH)** TRC = 1.2

- (c) **Any other violation(s) of an effluent limit (average or daily maximum) that has caused, alone or in combination with other discharges, Interference or Pass Through including endangering the health of the District Personnel or the public.**
- (d) **Any discharge of a Pollutant that has caused imminent endangerment to human health/welfare or to the environment or has resulted in the exercise of emergency authority to halt or prevent such a discharge.**

- 2. **Violations of compliance schedule milestones, contained in an enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.**
- 3. **Failure to provide reports for compliance schedules, self-monitoring data, or Categorical Standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within 30 days from the due date.**
- 4. **Failure to meet, within 90 days after the scheduled date, a compliance schedule milestone contained in a Industrial Wastewater Discharge Permit or enforcement order, for starting or completing construction or attaining final compliance.**
- 5. **Failure to accurately report non-compliance.**
- 6. **Any other violation or group of violations that will adversely affect the operation or implementation of the pretreatment program.**

(BBB) **SLUG LOAD** - Shall mean any Pollutant released in a discharge at a flow rate and/or Pollutant concentration which will cause Interference or Upset of the Regional Sewerage System operations.

(CCC) **TOXIC POLLUTANT** - Shall mean any Pollutant listed as toxic under Section 307(a)(1) of the Clean Water Act (CWA) of 1977 as amended by the Water Quality Act of 1987.

(DDD) **USER** - Shall mean any Person who contributes, causes or permits the contribution of Wastewater directly or indirectly into the Regional Sewerage System.

(EEE) **UPSET** - Shall mean an exceptional incident in which there is unintentional and temporary noncompliance with discharge limits because of factors beyond the reasonable control of the

Contracting Agency. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance or careless or improper operation.

(FFF) WASTEWATER - Shall mean the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated.

#### 1.8 - PROTECTION FROM DAMAGE

No Person shall break, damage, destroy, impair the usefulness, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Regional Sewerage System.

#### 1.9 - NOTICE PROCEDURE

Unless otherwise provided herein, any notice required to be given by the General Manager under this Ordinance shall be in writing and served in person or by certified mail, return receipt requested. The notice shall be served upon an Authorized Representative, at the last address known to the General Manager or the occupants or owners or owners of record of property upon which the alleged violations occurred.

#### 1.10 - TIME LIMITS

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

#### 1.11 - FALSIFYING INFORMATION

No Person shall knowingly make false statements, representation, or certification in any application, record, report, plan, or other document provided to the District or required to be maintained pursuant to this Ordinance or Permit, or falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Ordinance. The reports and other documents required to be submitted or maintained by this Ordinance shall be subject to the provisions of 18 U.S.C. Section 1001 relating to fraud and false statements, Section 309(c)(4) of the Clean Water Act, as amended, governing false statements, representation or certification and Section 309 (c)(6) of the Clean Water Act regarding Responsible Corporate Officers.

#### 1.12 - RIGHT OF REVISION

The District reserves the right to amend this Ordinance as it deems appropriate.

#### 1.13 - VALIDITY

If any part of this Ordinance is held invalid, the invalidity of that part shall not affect the validity of any other part of this Ordinance.

## SECTION 2 - DISCHARGE PROHIBITIONS AND LIMITATIONS

### 2.1 - GENERAL LIMITATIONS ON WASTEWATER

No Person other than a Contracting Agency or a permitted waste hauler, shall discharge Wastewater directly into the Regional Sewerage System. No Person shall discharge or cause to be discharged directly or indirectly to the Regional Sewerage System or to a Community Sewer System which is tributary to the Regional Sewerage System a quantity or quality of material which causes, or is capable of causing, either alone or by interaction with other substances, Pass Through, Interference, damage to any part of the Regional Sewerage System, abnormal maintenance of the Regional Sewerage System or become a nuisance or a menace to public health. As used herein, "excessive" shall mean any concentration or quantity of material or substance that may by itself or in combination with other discharges, create a hazard to maintenance personnel and/or cause physical damage to the Regional Sewerage System or causes or threatens to cause the District to violate State of California or federal regulations.

The following is a non-exclusive list of prohibited wastes:

- (A) Any liquids, solids, gases or Pollutants such as gasoline, benzene, naphtha, solvents, and fuel oils that would cause or tend to cause flammable or explosive conditions including, but not limited to wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade) using the test methods specified in 40 CFR 261.21.
- (B) Any solids or viscous substances of such size or in such quantities that they may cause obstruction to flow in the sewer or be detrimental to POTW operations. These objectionable substances include, but are not limited to, asphalt, dead animals, ashes, mud, straw, industrial process shavings, metal, glass, rags, feathers, grass clippings, tar, plastics, wood, blood, paunch manure, grease, bones, hair, fleshings, entrails, paper cups, paper dishes, milk cartons, or other similar paper products, either whole or ground.
- (C) Any waste except Sanitary Wastes discharged directly into the Regional Sewerage System with a pH less than 7.0 or greater than 9.0 pH units. Sanitary Wastes are prohibited if they have a pH less than 6.0 or greater than 10.0 pH units.
- (D) Any discharge that results in toxic gases, vapors or fumes within the regional sewage system in a quantity that may cause acute worker health and safety problems.
- (E) Any waste containing excessive quantities or concentrations of benzene or other volatile organic compounds or any other waste constituent that alone or in combination with other materials adversely affects air quality.
- (F) Any amounts of petroleum oil, non-biodegradable cutting oil, or products of mineral origin which form persistent water emulsions or that will cause interference or Pass Through.
- (G) Any biodegradable oils, fats and greases, such as lard, tallow or vegetable oil, in concentrations that may cause adverse effects on the Regional Sewerage System except as allowed in Section 2.2.
- (H) Any wastes which cause excessive incrustations or scale, or precipitates on sewer walls; or having any corrosive or detrimental characteristics that may cause damage to the Regional Sewerage System or injury to service and maintenance personnel.
- (I) Any excessive amounts of dissolved or undissolved solids.



- (J) Any waste containing excessive quantities or concentrations of chlorides, fluorides, sulfates, borates, or any other materials that can Pass Through treatment facilities and degrade water quality or limit reuse of the Wastewater.
- (K) Any amount of a Hazardous Substance or Toxic Pollutant except as allowed in Section 2.2.
- (L) Any Hazardous Waste discharged to any portion of the Regional Sewerage System or treatment plants by truck, rail or dedicated pipeline.
- (M) Any Slug Load.
- (N) Any radioactive wastes except:
  1. When the Industrial 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.
  2. When the waste is discharged in strict conformity with current California Radiation Control Regulations (California Code of Regulations, Title 17) for safe disposal.
  3. When the Industrial User is in compliance with the sewer use ordinance of the Contracting Agency and all other applicable rules and regulations.
- (O) Any waste containing toxic or poisonous solids, liquids, or gases in such quantities that alone, or in combination with other waste substances, may create a hazard for humans, animals, or local environment, interfere with Wastewater treatment processes, cause a public nuisance, cause any hazardous condition in the Regional Sewerage System, or which cause Interference, Upset or Pass Through.
- (P) Any strongly odorous waste or waste tending to create odors.
- (Q) Any substance listed in Section 307(a) of the Clean Water Act containing quantities toxic to humans, animals, the local environment, or to biological Wastewater treatment processes except as allowed in Section 2.2.
- (R) Any rainwater, storm water, groundwater, street drainage, sub-surface drainage, roof drainage, yard drainage, water from yard fountains, ponds or lawn sprays, or any other uncontaminated water. Any discharges from swimming pools, wading pools, and therapy pools will be admitted to the Regional Sewerage System between midnight and 6:00 a.m. subject to Permit by the Contracting Agency which will provide for restricted flow.
- (S) Any wastes with excessively high BOD, COD, or other oxygen demanding substances.
- (T) Any waste containing excessive quantities or concentrations of ammonia.
- (U) Any single pass cooling or heating water. Single pass means once through the equipment or process and does not come in contact with the object being cooled or heated.
- (V) Any excessive quantities of deionized water, steam, condensate, or distilled water.
- (W) Any waste having a temperature of 140 degrees Fahrenheit or higher, or causes the Wastewater influent to a Regional Treatment Plant to exceed 104 degrees Fahrenheit.

- (X) Any wastes containing excessive quantities or concentrations of thiosulfate or any other waste constituent which requires chemical applications above levels used in the normal operation of the Regional Sewerage System.
- (Y) Any recognizable portions of the human anatomy.
- (Z) Any waste containing substances that may precipitate, solidify, gel, polymerize, or become viscous at temperatures between 40 degrees F and 100 degrees F.
- (AA) Any quantity of chlorinated hydrocarbons, pesticides or fertilizers which cause Interference, Upset or Pass Through.
- (BB) Any water added for the purpose of diluting wastes.
- (CC) Any waste generated outside the District boundaries unless otherwise approved by the Board.
- (DD) Any wastes requiring an excessive quantity of chlorine or other chemical compound used for disinfection purposes.
- (EE) Any waste containing detergents, surface active agents, or other substances which may cause excessive foaming in the Regional Sewerage System.
- (FF) Any Wastewater that discolors normal treatment plant influent such that it is detrimental to treatment plant operations or causes violation of the NPDES Permit.
- (GG) Any discharge of trucked or hauled Pollutants except at discharge points designated by the District or a Contracting Agency.
- (HH) Any infectious waste except where prior written approval for such discharges is given by the General Manager of CBMWD.
- (II) Any waste that is generated in violation of or which violates applicable federal standards or state regulations or discharge limitations or requirements established by the Board as described in Industrial Wastewater Discharge Permits or within Ordinances, resolutions or other rules adopted by the Board.

## 2.2 - LOCAL LIMITS

The Board may establish quantitative or other limitations or restrictions applicable to Wastewater or Sanitary Wastes when, in its judgement, it is necessary to protect the Regional Sewerage System. Wastewater or Sanitary Waste discharges in excess of the limits established by the Board or any State of California law or applicable Federal Categorical Pretreatment Standard shall constitute excessive concentrations or quantities prohibited by Section 2.1. The Board shall promulgate and maintain a list of limitations established for restricted wastes which are generally applicable to all Contracting Agencies or Domestic Waste Haulers.

The Board may establish quantitative limitations for Contracting Agencies, Domestic Waste Haulers or Users that are not within the jurisdiction of a Contracting Agency that is implementing a pretreatment program pursuant to the Regional Sewage Service Contract which, because of their location, quantity or quality of discharge, can degrade the quality of wastewater treatment plant effluent or residue or air quality to a level that prevents or inhibits efforts to reuse or dispose of the water or residue or causes any unusual operation or maintenance problems in the Regional Sewerage System.

### 2.3 - SPECIAL RESTRICTIONS ON WATER SOFTENING DEVICES

- (A) No Person shall install, replace, enlarge or operate any apparatus (the term being used in this section to mean any silicone or resinous ion-exchange softeners for demineralizers and other similar devices) for softening all or part of a water supply to a property which has a connection to a Community Sewer System when such apparatus is an ion-exchange softener or demineralizer of the type that is regenerated on the site of use with the regeneration wastes being discharged to a Community Sewer System and if the volume of the ion-exchange resin or other similar material used for softening the water supply exceeds two (2) cubic feet and the apparatus produces, in any phase of its use or servicing, a wastewater with a mineral or trace metal content and which exceeds local wastewater discharge standards or limitations. This section shall not apply to any apparatus of the type which is regenerated off-site by a water conditioning company. Such water softening apparatus may be installed or operated if disposal of the Wastewater brine will be disposed by some other methods as approved by the General Manager. Appropriate plans and details of the water softening apparatus are to be submitted by the User of a softening device to the respective Contracting Agency, and a letter of approval for the installation or operation of the apparatus, if deemed adequate, will then be issued by the Contracting Agency.
- (B) Any Person installing or operating a water softening apparatus, such as defined in Section 2.3(A), shall make such apparatus accessible to the General Manager for inspection, and shall make such reports as the General Manager may request as to the operation of the apparatus.

## SECTION 3 - COMPLIANCE MONITORING

### 3.1 - INSPECTION AND ENTRY

Unless otherwise specified in the Regional Sewage Service Contract:

- (A) The District shall be authorized at any reasonable time to enter the Premises of all Users to determine compliance with all applicable requirements, to inspect facilities and monitoring equipment, take photographs and to take samples of the wastes discharged to the Regional Sewerage System therefrom, insofar as such inspection and sampling is reasonably related to enforcement and compliance with this Ordinance and the Users' Permit conditions, requirements and discharge limitations. Such inspection shall also include the right to inspect and copy records required to be maintained by the Permittee under federal, state, or local Permit requirements.
- (B) Inspection may include every facility that is directly or indirectly involved with the discharge of Wastewater to the Regional Sewerage System as determined by the District. Authorized personnel of the District shall be provided immediate access to all of the above facilities. No Person shall interfere with, delay, resist or refuse entrance to authorized District's personnel attempting to inspect any facility involved directly or indirectly with a discharge of Wastewater to the Regional Sewerage System.
- (C) Adequate identification will be provided to all inspectors, monitoring personnel and other authorized personnel, and these Persons will make themselves known when entering any Users property for inspection or sampling purposes.
- (D) Any permanent or temporary obstruction to the safe and easy access to any sewage facility to be inspected shall promptly be removed by the User or property owner at the written or verbal request of the General Manager and shall not be replaced.
- (E) Where a User has security measures in force which require proper identification and clearance before entry into its Premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the District employees shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- (F) Unreasonable delays in allowing the General Manager access to the User's Premises shall be a violation of this Ordinance.

### 3.2 - SEARCH WARRANTS

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

## SECTION 4 - USER PERMITS AND CONDITIONS

### 4.1 - CONDITIONS APPLICABLE TO ALL USERS

- (A) **FEDERAL, STATE AND LOCAL REQUIREMENTS** - A User shall comply with all applicable federal regulations or Pretreatment standards, contained in 40 CFR 403-471 and all amendments thereto or any applicable more stringent state wastewater discharge regulations or standards contained in California Water Code Sections 13000 et seq., and all amendments thereto, and all local wastewater discharge regulations and standards, including but not limited to those contained in the Permit and in this Ordinance.
- (B) **DUTY TO COMPLY** - The User shall comply with all conditions of the Permit. Any Permit non-compliance constitutes a violation of the Ordinance and is grounds for enforcement action as provided for in Section 5. The User shall comply with effluent standards or prohibitions established under Section 307 (a) of the Clean Water Act for Toxic Pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the Permit has not yet been modified to incorporate the requirement.
- (C) **NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE** - It shall not be a defense for a User in an enforcement action that it would be necessary to halt or reduce the Permitted activity in order to maintain compliance with the conditions of the Permit.
- (D) **PERMIT ACTIONS** - The Permit may be modified for cause. The Permit may be suspended for cause as set forth in Section 5.3 or 5.4. The Permit may be revoked for cause as set forth in Section 5.5. The filing of a request by the User for a Permit modification, reissuance or a notification of planned changes or anticipated non-compliance does not stay any Permit condition.
- (E) **DUTY TO PROVIDE INFORMATION** - The User shall furnish to the General Manager, within a reasonable time, any documents or records maintained by the User which the General Manager may request to determine whether cause exists for modifying, revoking, reissuing, or to determine compliance with the Permit. The User shall also furnish to the General Manager upon request, copies of records required to be kept by the permittee.
- (F) **SAMPLE ANALYSIS** - All samples, sample preservation and handling, measurements, tests, and analyses under this Ordinance or a Permit, required to determine the characteristics of wastes discharged to the Regional Sewerage System shall be made in accordance with the test procedures described in 40 CFR 136 of the EPA regulations. Any alternate test procedures desired by the User shall be approved by the General Manager and EPA Administrator.
- (G) **REOPENER CLAUSE** - The Permit shall be modified to incorporate an applicable standard or limitation which is promulgated or approved after the Permit is issued if that standard or limitation is more stringent than the limitation in the Permit, or controls a Pollutant not limited in the Permit.
- (H) **MODIFICATION OF PERMITS** - The Permit may be modified to require corrections or allow for changes in the permitted activity. The General Manager may upon reasonable notice to the User, change or modify the restrictions or conditions of a waste permit from time to time to effectuate the purposes of this Ordinance. Alternatively, the General Manager may require the User to apply for a new or revised Industrial Wastewater Discharge Permit. The General Manager shall allow a User a reasonable period of time to comply with any changes required in the Permit.
- (I) **AVAILABILITY OF REPORTS** - Except for data determined to be confidential under 40 CFR Part 2, all reports prepared in accordance with the terms of the Permit shall be available for public inspection after General Manager approval. Permit applications, Permits, and effluent data shall not be considered confidential.

(J) **CONFIDENTIALITY** - All information provided by a User or obtained by the District through monitoring and inspection shall be made available to the public, unless the User specifically requests confidentiality and can demonstrate to the District that release of such information will violate the User's right to protection of trade secrets under applicable State law. Wastewater quantity and quality data shall not be treated as Confidential information. Information determined by the District to be confidential shall not be disclosed without providing the User with a reasonable opportunity to seek judicial protection from such release.

(K) **SEVERABILITY** - The provisions of the Permits are severable, and if any provision of the Permit, or the application of any provision of the Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and remainder of the Permit, shall not be affected thereby.

(L) **PERMIT TRANSFER** - A Permit is not transferable to a new business location or to a new business or to the new owner of existing business. A User shall immediately notify the District in writing of any change in the name or legal capacity of the User. The new owner shall be required to apply for a new Permit.

(M) **SIGNATORY REQUIREMENT** - All Permit applications and reports required by the District shall be signed by an Authorized Representative of the User. Any Person signing such documents shall make the following certification:

I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information was obtained in accordance with the requirements of the Regional Wastewater Ordinance. Moreover, based upon my inquiry of those individuals immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

(N) **OTHER PERMIT CONDITIONS AND LIMITATIONS** - The Permit may contain any of the following conditions or limitations:

1. Mass emission rates regulating prohibited wastes.
2. Limits on rate and time of discharge or requirements for flow regulations and equalization.
3. Requirements for submission of technical reports, production data, and/or waste manifests.
4. Requirements to self-monitor including the sampling of wastes and/or Wastewaters.
5. Predetermined rates or values for Wastewater strength characteristics.
6. Requirements to submit copies of tax and/or water bills.
7. Other provisions which may be applicable to ensure compliance with the Ordinance.
8. Other terms and conditions determined by the General Manager to be necessary to protect the Regional Sewerage System.

(O) **CIVIL AND CRIMINAL LIABILITY** - Nothing in the Permit shall be construed to relieve the User from civil or criminal liabilities.

#### 4.2 - INDUSTRIAL WASTEWATER DISCHARGE PERMITS AND CONDITIONS

- (A) No Significant Industrial User shall discharge or cause discharge, either directly or indirectly, of Non-Domestic Wastewater to the Regional Sewerage System without obtaining an Industrial Wastewater Discharge Permit from the District unless the Significant Industrial User is issued an Industrial Wastewater Discharge Permit by a Contracting Agency in accordance with the Regional Sewage Service Contract. An Industrial Wastewater Discharge Permit issued to a Significant Industrial User by a Contracting Agency in accordance with the Regional Sewage Service Contract shall be deemed an Industrial Wastewater Discharge Permit pursuant to this Ordinance. The District shall determine if an Industrial User is a Significant Industrial User as defined in Section 1.7 of this Ordinance. For the purpose of this Section 4.2 only, Contracting Agencies shall not be considered an Industrial User. No Person shall discharge Non-Domestic Wastewater in excess of the quantity or quality discharge limitations stated in the Industrial Wastewater Discharge Permit. Industrial Users shall provide Wastewater treatment as necessary to comply with this Ordinance. Any facilities necessary for compliance shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the General Manager for review, and shall be acceptable to the General Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the Industrial User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the District under the provisions of this Ordinance. The District may issue an Industrial Wastewater Discharge Permit provided that all other requirements of this Ordinance and local, State of California, and federal regulations have been met. A Person may request an Industrial Wastewater Discharge Permit through completion and submittal to the District or to a Contracting Agency (if the Contracting Agency has the primary responsibility to perform permitting pursuant to the Regional Sewage Service Contract of an Industrial Wastewater Discharge Permit application and payment of the required application fees). Applications shall be signed and certified in accordance with Section 4.1(M).
- (B) Prior to issuance of an Industrial Wastewater Discharge Permit, the District will review the application to assess whether the proposed discharge will, if properly monitored and regulated by the User, comply with applicable Wastewater quality standards including the requirements of Federal Categorical Pretreatment Standards or the State of California requirements and standards. Based upon this assessment, the District may issue the Industrial Wastewater Discharge Permit to allow the discharge, subject to conditions imposed by the District pursuant to this Ordinance.
- (C) Prior to commencing any significant change in Non-Domestic Wastewater quantity or quality discharged or making any process modifications, an Industrial Wastewater Discharge Permit holder shall apply for and obtain a new Industrial Wastewater Discharge Permit.
- (D) Prior to issuance of an Industrial Wastewater Discharge Permit for wastes to be delivered by truck or rail to the District for disposal, a Permit applicant shall submit certification pursuant to Section 66305, Chapter 30, Division 4, Title 22 of the California Code of Regulations, that the Wastewater is classified as non-hazardous.
- (E) SPECIAL STUDIES - Special studies may be required in the processing of an Industrial Wastewater Discharge Permit application, or an Industrial Wastewater Discharge Permit update. In the event a special study is required, the District shall notify the applicant or the Industrial User of the Regional Sewerage System, in writing, of the need for the special study, and what parameters to be addressed in the study. If the District performs the study, the applicant or Industrial User shall deposit with the District the estimated cost of performing the study. All costs shall be borne by the applicant or Industrial User. Final costs will be based upon actual costs incurred by the District.
- (F) PROPER OPERATION AND MAINTENANCE - The Industrial User shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Industrial User to achieve compliance with the conditions of the Permit.

Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by an Industrial User when the operation is necessary to achieve compliance with the conditions of the Permit.

**(G) ADDITIONAL PRETREATMENT MEASURES**

1. Whenever deemed necessary, the General Manager may require Industrial Users to restrict their discharge during peak flow periods, designate that certain Wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the Regional Sewerage System and determine the Industrial User's compliance with the requirements of this Ordinance.
2. The General Manager may require any Person discharging into the Regional Sewerage System to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An Industrial Wastewater Discharge Permit may be issued solely for flow equalization.
3. Grease and oil interceptors shall be provided when, in the opinion of the General Manager, they are appropriate for the proper handling of Wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interceptor units shall be of type and capacity approved by the General Manager and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the User at their expense.
4. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

**(H) ACCIDENTAL DISCHARGE PREVENTION AND SLUG LOAD CONTROL PLANS - All Industrial Users shall provide protection from the accidental discharge of prohibited materials or other substances regulated by this Ordinance. When required by the District, the Industrial User shall develop an accidental discharge prevention plan to be approved by the General Manager. Facilities required to prevent accidental discharges shall be provided and maintained at the Industrial User's own expense. The General Manager may require any Industrial User to develop, submit for approval, and implement such a plan. Alternatively, the General Manager may develop such a plan for any Industrial User. An accidental discharge/slug control plan shall address, at a minimum, the following:**

1. Description of discharge practices, including non-routine batch discharges;
2. Description of stored chemicals;
3. Procedures for immediately notifying the General Manager of any accidental or slug discharge, as required by Section 4.2(L) of this Ordinance; and
4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic Pollutants including solvents, or equipment for emergency response.



**(I) MONITORING FACILITIES**

1. Any Industrial User may be required by the General Manager to provide, at his own expense, sampling and flow measurement of its wastewater discharge. The Industrial User shall obtain the General Manager's approval of the monitoring facility.
2. There shall be ample room in or near a monitoring facility to allow accurate sampling and preparation of samples for analysis. All plans and construction of a monitoring facility shall be submitted to the District for approval. Access to monitoring facilities not owned by the District shall be granted immediately upon request during any time the Industrial User's business is open, any time Wastewater is being discharged and at any other reasonable time.
3. Industrial Users whose security procedures or plant configurations restrict or delay access shall provide an approved secured monitoring facility which is directly accessible to District's personnel without having to pass through other secured property of the Industrial User. The costs of providing facilities with such access shall be borne by the Industrial User.

**(J) COMPLIANCE SCHEDULES** - If the General Manager determines that additional operations and maintenance (O&M) or Pretreatment of Non-Domestic Wastewater is required for an Industrial User to comply with applicable Federal Categorical Pretreatment Standards other federal discharge requirements, State of California limitations, local limitations, or Permit requirements, the General Manager may issue a schedule by which the Industrial User shall provide such O&M or Pretreatment. In no instance shall the compliance schedule supersede any compliance date established for an applicable federal categorical pretreatment standard, nor shall it waive the District's right to take timely enforcement action for non-compliance with a Federal Categorical Pretreatment Standard.

**(K) MONITORING REPORTS AND RECORD KEEPING** - All Significant Industrial Users, as defined by 40 CFR 403.3(t), shall be required to submit to the District, in a manner described in the Permit application and/or the Permit, all reports required by the Federal Regulations in 40 CFR 403.12 including baseline monitoring, compliance schedule progress, final compliance, periodic reports on continued compliance and any other reports as required in the Permit. The General Manager may require other Industrial Users to submit any or all of the above reports or other reports. The General Manager may require any Industrial User to submit reports related to the discharge quality or quantity, or reports as needed to correct discharge violations or other discharge related issues. All reports or information submitted to the General Manager shall be signed and certified pursuant to Section 4.1(M) herein.

If an Industrial User monitors any Pollutant more frequently than required by an Industrial Wastewater Discharge Permit, the results of the monitoring shall be included in the applicable periodic monitoring report.

Record keeping for each compliance sample taken shall, at a minimum, include the type of container used, sample preservation used, test method used, results of test analysis, name of the Person taking the sample, name of technician performing the analysis and signature of the Director or duly authorized representative of a state certified laboratory.

All Industrial Users shall be required to retain records with respect to quantity and quality of flow and other data as indicated in the Permit for at least three (3) years following sampling and analysis or other data generation.

**(L) NOTIFICATION OF ACCIDENTAL DISCHARGE, SLUG LOADING OR OTHER NON-COMPLIANCE** - In the event of an accidental discharge, Slug Loading, or any other non-compliance, an Industrial User shall follow the following notification procedures:

1. **Immediate Notification.** In the event of Upset, accidental discharge, spill, or Slug Load which may endanger health, the environment, or the Regional Sewerage System, the Industrial User shall notify the District by telephone immediately upon discovery of the occurrence. The notification shall include location of discharge, type of waste, concentration, volume, and corrective actions both performed and planned.
2. **Twenty-four Hour Notification.** The Industrial User shall notify the District of the circumstances surrounding any discharge which exceeds any maximum discharge limitation for any of the Pollutants listed in the Waste Permit or Ordinance within 24 hours following discovery of the discharge.

**Follow-up.** Within five (5) days following notification pursuant to Sections 4.2(L)1 and/or 4.2(L)2, the Industrial User shall submit to the General Manager a detailed written report containing information describing the cause of the discharge and measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of liability for any expense, loss, damage, fines, civil penalties or other liability which may be incurred as a result of damage to the Regional Sewerage System or any other liability which may be imposed pursuant to this Ordinance or other applicable law.

**(M) ANALYSIS TO DEMONSTRATE CONTINUED COMPLIANCE** - Should testing and analysis of a sample obtained by a Significant Industrial User subject to Federal Categorical Pretreatment Standards indicate a discharge violation, the Industrial User shall repeat the sampling and analysis and submit the results to the District within 30 days following discovery of the violation. The General Manager may require Significant Industrial Users that are not subject to Federal Categorical Pretreatment Standards to comply with this subsection.

**(N) BYPASS**

1. Bypassing is prohibited and the District may take enforcement action against an Industrial User, unless:
  - (a) Bypass was unavoidable to prevent loss of life, personal injury, or Severe Property Damage;
  - (b) There were no feasible alternatives to the Bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment down time. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a Bypass which occurred during normal periods of equipment down time or preventative maintenance; and
  - (c) The Industrial User submitted notice as required in Section 4.2(N)2.
2. If an Industrial User knows in advance of the need for a Bypass, the Industrial User shall submit prior notice to the District at least ten (10) days before the date of the Bypass.
3. The District may approve an anticipated Bypass, after considering its adverse effects, if the District determines that it will meet the conditions listed in Section 4.2(N)1).
4. An Industrial User shall orally notify the District of an unanticipated Bypass within 24 hours from the time the Industrial User becomes aware of the Bypass. The Industrial User shall

submit a written report to the District within five (5) days of the time the Industrial User becomes aware of the Bypass. The written report shall contain a description of the Bypass and its cause, the duration of the Bypass including exact dates and times, and if the Bypass has not been corrected, an estimate of the anticipated time the Bypass is expected to continue and the steps planned to reduce, eliminate, and prevent reoccurrence of the Bypass.

5. Notification provided pursuant to Section 4.2(N) shall not relieve the Industrial User of liability for any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the District or any other damage or loss to Person or property; nor shall such notification relieve the Industrial User of any fines, penalties, or other liability which may be imposed under this Ordinance or other applicable law.
- (O) **REMOVED SUBSTANCES** - Regulated wastes or other Pollutants removed in the course of Pretreatment or control of Wastewaters shall be properly disposed of in a manner such as to prevent any Pollutant from such materials from entering the Regional Sewerage System.
- (P) **INDUSTRIAL WASTEWATER DISCHARGE PERMIT DURATION AND DUTY TO REAPPLY** - Industrial Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five years. The Industrial User shall submit a new Industrial Wastewater Discharge Permit application with appropriate fees at least 30 days before the existing Industrial Wastewater Discharge Permit expires.
- (Q) **NOTIFICATION OF HAZARDOUS WASTES IN THE NON-DOMESTIC WASTE DISCHARGE** - Any Industrial User shall notify the District in writing of any discharge into the Regional Sewerage System of a substance which, if otherwise disposed of, would be a Hazardous Waste under 40 CFR Part 261. Such notification shall 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 100 kilograms of such waste per calendar month to the Regional Sewerage System, 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 months. Industrial Users who commence discharging after the effective date of this section shall provide the notification no later than 180 days after the discharge of the listed or characteristic Hazardous Waste. Any notification under this paragraph need be submitted only once for each Hazardous Waste discharged. However, notifications of changed discharges must be submitted to the District under 40 CFR 403.12(j). The notification requirement in this section does not apply to Pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e).

Industrial Users are exempt from the requirements of this section during a calendar month in which they discharge no more than fifteen 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 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.

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 District of the discharge of such substance within 90 days of the effective date of such regulations.

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.

- (R) **NOTIFICATION OF CHANGED DISCHARGE** - All Industrial Users shall promptly notify the District in advance of any substantial change in the volume or character of Pollutants in their discharge, including listed or characteristic Hazardous Wastes for which the Industrial User has submitted notification under Section 4.2(Q) of this Ordinance.

#### 4.3 DOMESTIC WASTE HAULER PERMITS AND CONDITIONS

- (A) **PERMIT REQUIRED TO DISCHARGE SANITARY WASTES** - No Person shall discharge or cause discharge of Sanitary Wastes as defined herein to the Regional Sewerage System without a Domestic Waste Hauler Permit from the District and any required permit or license from the San Bernardino County Department of Environmental Health Services. Domestic Waste Hauler Permits shall be expressly subject to all provisions of the Ordinance and all other regulations, charges for use and fees established by the District. The conditions of Domestic Waste Hauler Permits will be enforced by the District in accordance with this Ordinance and applicable state and federal regulations.

- (B) **DOMESTIC WASTE HAULER PERMIT APPLICATIONS** - Persons seeking a Domestic Waste Hauler Permit shall complete and file with the District, an application on the form prescribed by the District. The Person shall be required to submit the following information:

1. Name, address, and telephone number of the Person applying for a Permit.
2. Name of Authorized Representative of the Person (as defined) applying for a Permit.
3. The specific types of Sanitary Wastes to which the application pertains.
4. The names and material safety data sheets for all Chemical Substances (as defined) which will be added to the Sanitary Wastes.
5. The California Department of Motor Vehicle license number for all vehicles used to transport Sanitary Wastes to the Regional Sewerage System.
6. Copies of all Permits issued by the San Bernardino County Department of Environmental Health Services.
7. The holding capacity of each vehicle specified in 5 above.
8. The signature of an Authorized Representative of the Person (as defined) applying for a Permit. The signature must include the following certification statement:

I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information was obtained in accordance with the requirements of the Regional Wastewater Ordinance. Moreover, based upon my inquiry of those individuals immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

- (C) **INSPECTION AND ENTRY** - The District shall be authorized to inspect the vehicles used to transport Sanitary Wastes to the Regional Sewerage System, take photographs and/or take samples of the wastes discharged to the Regional Sewerage System. Such inspection shall also include the right

to inspect and copy records required to be maintained by the hauler under federal, State of California, or local requirements.

The District shall be authorized to inspect the Premises of any Person where the Sanitary Waste(s) originates. The Domestic Waste Hauler shall, prior to removing the Sanitary Wastes from the Premises, have the Person give written consent of inspection by the District in order to verify compliance with the provisions of this Ordinance. An inspection may include every facility that is directly or indirectly involved with the generation and/or discharge of wastes to the Sanitary Waste collection device(s).

Adequate identification will be provided to all inspectors, monitoring personnel, and other authorized personnel, and these Persons shall make themselves known when entering any property for inspection or sampling purposes.

Inadequate proof of consent to inspection may be cause for refusal by the District to allow discharge of Sanitary Wastes into the Regional Sewerage System or other enforcement actions.

- (D) **DOMESTIC WASTE HAULER RECORD KEEPING** - Domestic Waste Haulers shall maintain records, indicating the number of loads, the source of the loads, the volume of the loads and the type of Sanitary Waste discharged into the Regional Sewerage System. A Domestic Waste Hauler shall retain all records and transport manifests for at least three years.
- (E) **DOMESTIC WASTE HAULER PERMIT DURATION AND DUTY TO REAPPLY** - Domestic Waste Hauler Permits shall be issued for a specified time period, not to exceed one year. The Domestic Waste Hauler shall submit a new application with appropriate fees no later than 45 days before the existing Permit expires.
- (F) **SANITARY WASTE DISPOSAL LOCATION(S)** - The General Manager shall designate locations and times acceptable for the discharge of Sanitary Waste by a Domestic Waste Hauler. Domestic Waste Haulers shall be notified of any change in the locations. It shall be the responsibility and liability of the Domestic Waste Hauler to discharge in such a manner as to keep the area clean and free from spills or other debris. The discharge of Sanitary Waste to any point in the Regional Sewerage System other than a designated location is prohibited.
- (G) **SANITARY WASTE TRANSPORT MANIFESTS** - A manifest of a type prescribed by the District, shall be used to track the Sanitary Waste from its originating point to the disposal location. The manifest shall contain the address and telephone number of the originating location and shall provide the Sanitary Waste generator a place to give written consent of inspection by the District. The manifest shall accompany the Sanitary Waste while it is on the transport vehicle until the Sanitary Waste is discharged at the disposal location. A Domestic Waste Hauler shall retain a copy of the manifest upon discharge.
- (H) **SANITARY WASTE TESTING** - The District reserves the right to perform testing of any and all Sanitary Waste to determine its acceptability for discharge into the Regional Sewerage System. The District may require a Domestic Waste Hauler to have chemical analysis performed, by an independent certified laboratory, of the Sanitary Waste to be discharged. The cost of the analysis shall be paid by the Domestic Waste Hauler.

## SECTION 5 - ADMINISTRATIVE ENFORCEMENT REMEDIES

### 5.1 - NOTIFICATION OF VIOLATION

When the General Manager finds that any Significant Industrial User, or any other User whose discharge has the potential, alone or in conjunction with other discharges, to adversely affect the Regional Sewerage System, has violated, or continues to violate, any provision of this Ordinance, any provisions of a wastewater discharge ordinance enacted by a Contracting Agency as part of its pretreatment program, a Permit hereunder, or any other Pretreatment Standard or Requirement, the General Manager may serve upon that User a Notice of Violation. Nothing in this section shall limit the authority of the General Manager to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

### 5.2 - ADMINISTRATIVE ORDERS

The General Manager may require compliance with this Ordinance, Permit conditions or limitations by issuing Administrative Orders including but not limited to the following types of Administrative Orders:

- (A) **CORRECTIVE ACTION ORDERS** - Corrective Action Orders may contain requirements to address noncompliance, including but not limited to investigation of noncompliance, submission of an explanation of the violation and a plan for the satisfactory correction and prevention thereof, additional self-monitoring and management practices designed to minimize the amount of Pollutants discharged to the Regional Sewerage System, the preparation of reports, and the submittal of additional information related to the discharge of Wastewater.
- (B) **COMPLIANCE ORDERS** - Compliance Orders may direct a User to achieve or restore compliance by a specific date. If the User fails to achieve compliance within the time provided, sewer service may be discontinued in accordance with Section 5.3, 5.4 or 5.5. Compliance orders may also contain the requirements listed in 5.2(A).
- (C) **SHOW CAUSE ORDERS** - Show Cause Orders may require a User to appear at the District office at a certain date and time to show cause to the District as to why a proposed enforcement action(s) should not be taken.
- (D) **CONSENT ORDERS** - Consent Orders shall establish an agreement with any User responsible for noncompliance. Such orders may include specific actions to be taken by the User to correct the noncompliance within a time period specified by the order. Such orders shall have the same force and effect as the administrative orders issued pursuant to Sections 5.2(B) and 5.2(E) of the Ordinance.
- (E) **CEASE AND DESIST ORDERS** - Cease and Desist Orders shall direct a User to cease and desist all discharge violations, to comply immediately with all discharge requirements and to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened discharge violation, including halting operations and/or terminating the discharge.

The issuance of any administrative order pursuant to this section shall not be a bar against, or prerequisite for, taking any other action against the User.

### 5.3 - EMERGENCY ACTION

- (A) If the General Manager determines that a violation constitutes a serious threat, of an immediate or emergency nature, to the health and welfare of the community or to the environment, or may cause interference or Pass Through, or may cause the District to violate any State of California or federal law, regulation or permit requirement, the General Manager may order an immediate cessation of

the discharge and suspend the User's permission to discharge into the Regional Sewerage System. If the User does not cease discharging at once, the General Manager may disconnect the User from the Regional Sewerage System.

- (B) As soon as reasonably practicable following the issuance of a cessation order and/or suspension order, but in no event more than seven (7) days following the issuance of such order, the General Manager shall hold a hearing to provide the User an opportunity to present information in opposition to the issuance of the cessation or suspension order. The hearing shall be conducted in accordance with procedures established by the General Manager. The General Manager shall issue a written decision and order within seven (7) days following the hearing to the User or its legal counsel/representative at the User's business address. Any cessation or suspension order included within the General Manager's written statement shall be deemed final upon delivery to the User.

#### 5.4 - PERMIT SUSPENSION

- (A) **GROUND**S - The General Manager may suspend any Permit when it is determined that a User meets any of the following conditions:

1. Fails to comply with the terms and conditions of an administrative order.
2. Knowingly provides a false statement, representation, record, report, or other document to the District.
3. Refuses to provide records, reports, plans, or other documents required by the District to determine Permit terms, conditions, limitations, discharge compliance, or compliance with this Ordinance.
4. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.
5. Fails to report significant changes in operations or Wastewater constituents and characteristics.
6. Refuses reasonable access to the permittee's Premises for the purpose of inspection and monitoring.
7. Does not make timely payment of all amounts owed to the District for User charges, non-compliance fees, or any other fees.
8. Discharges Slug Load(s) to the Regional Sewerage System.
9. Makes a material or substantial alteration or addition to the operational process, discharge volume, or discharge character which is not covered in the effective Permit.
10. Violates any condition or limitation of its Permit or any provision of the District's Ordinance.

- (B) **NOTICE/HEARING** - When the General Manager has reason to believe that grounds exist for Permit suspension, he shall give written notice thereof to the permittee setting forth a statement of the facts and grounds deemed to exist, together with the time and place where the charges shall be heard by the General Manager's designee. The hearing date shall be not less than fifteen (15) calendar days and not more than forty-five (45) calendar days after the mailing of such notice.

1. At the suspension hearing, the permittee shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The hearing shall

be conducted in accordance with procedures established by the General Manager and approved by the District's General Counsel.

2. 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 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 suspension of the Permit, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee. The written decision and order of the General Manager shall be sent to the permittee or its legal counsel/representative at the permittee's business address.

(C) EFFECT.

1. Upon an order of suspension by the General Manager becoming final, the permittee shall have no right to discharge any Non-Domestic Wastewater or Sanitary Wastes (which ever applies) directly or indirectly to the Regional Sewerage System for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the permittee.
2. Any owner or responsible management employee of the permittee shall be bound by the order of suspension.
3. An order of Permit suspension issued by the General Manager shall be deemed final in all respects sixteen (16) days after it is mailed to the applicant or User unless a request for hearing is filed with the Board of Directors pursuant to Section 5.6(B), within fifteen (15) days after mailing to the applicant or User.

6.5 - PERMIT REVOCATION

(A) GROUNDS - The General Manager may revoke any Permit when it is determined that a User meets any of the following conditions:

1. Knowingly provides a false statement, representation, record, report, or other document to the District.
2. Refuses to provide records, reports, plans, or other documents required by the District to determine waste Permit terms, conditions, or limitations, discharge compliance, or compliance with this Ordinance.
3. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.
4. Fails to report significant changes in operations or Wastewater constituents and characteristics.
5. Fails to comply with the terms and conditions of an enforcement or Permit suspension order.
6. Discharges effluent to the Regional Sewerage System while its Permit is suspended.
7. Refuses reasonable access to the permittee's Premises for the purpose of inspection and monitoring.



8. Does not make timely payment of all amounts owed to the District for User charges, non-compliance fees, or any other fees.
9. Discharges a Slug Load to the Regional Sewerage System.
10. Discharges effluent that causes Pass Through or Interference with the District's collection, treatment, or Regional Sewerage System.
11. Fails to submit oral notice or written report of Bypass occurrence.
12. Makes a material or substantial alteration or addition to the operational processes, discharge volume, or discharge character which was not covered in the effective Permit.
13. A change in any condition that requires an elimination of the authorized discharge.
14. Ceases operation and discharge of the permitted Wastewaters as a result of a closure of business.
15. Violates any condition or limitation of its Permit or any provision of the District's Ordinance.

**(B) NOTICE/HEARING -** When the General Manager has reason to believe that grounds exist for the revocation of a Permit, he shall give written notice thereof to the permittee setting forth a statement of the facts and grounds deemed to exist together with the time and place where the charges shall be heard by the General Manager's designee. The hearing date shall be not less than fifteen (15) calendar days nor more than forty-five (45) calendar days after the mailing of such notice.

1. At the hearing, the permittee shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The revocation hearing shall be conducted in accordance with the procedures established by the General Manager and approved by the District's General Counsel.
2. 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 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 permanent revocation of the Permit, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee. The written decision and order of the General Manager shall be sent to the permittee or its legal counsel/representative at the permittee's business address.

In the event the General Manager determines to not revoke the Permit, he may order other enforcement actions, including, but not limited to, a temporary suspension of the Permit, under terms and conditions that he deems appropriate.

**(C) EFFECT**

1. Upon an order of revocation by the General Manager becoming final, the permittee shall permanently lose all rights to discharge any Non-Domestic Wastewater or Sanitary Wastes (which ever applies) directly or indirectly to the District's system. All costs for physical termination shall be paid by the permittee.
2. Any owner or responsible management employee of the permittee shall be bound by the order of revocation.

3. Any future application for a Permit at any location within the District by any Person subject to an order of revocation will be considered by the District after fully reviewing the records of the revoked Permit, which records may be the basis for denial of a new Permit.
4. An order of Permit revocation issued by the General Manager shall be deemed final upon delivery to the permittee, unless appealed to the Board of Directors pursuant to Section 5.6(B), within fifteen days after mailing to the permittee.

## 5.6 - APPEALS

### (A) ADMINISTRATIVE HEARINGS BEFORE THE GENERAL MANAGER

1. **General** - Any Permit applicant, or User affected by any decision, action or determination made by the General Manager's staff may file with the General Manager a written request for an administrative hearing regarding such action. The request shall be made within fifteen (15) days of mailing of the staff's original decision. The request for hearing shall set forth in detail all facts supporting the request.
2. **Notice** - The General Manager shall, within fifteen (15) days of receiving the request for hearing, designate himself or another Person to hear the matter and provide written notice to the applicant or User of the hearing date, time and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice to the applicant or User unless a later date is agreed to by the applicant or User. If the hearing is not held within said time, due to actions or inactions of the applicant or User, then the staff decision shall be deemed final.
3. **Hearing** - At the hearing, the applicant or User shall have the opportunity to present information supporting its position concerning the staff's original decision, action or determination. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the District's General Counsel.
4. **Written Determination** - 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 facts found to be true, a determination of the issues presented, conclusions, and a recommendation whether to uphold, modify or reverse the staff's original decision, action or determination. Upon receipt of the written report, the General Manager shall make his determination and shall issue his decision and order within thirty (30) calendar days of the hearing by his designee. The written decision and order of the General Manager shall be sent to the applicant or User or its legal counsel/representative, at the applicant's or User's business address.

The order of the General Manager shall be final in all respects sixteen (16) days after it is mailed to the applicant or User unless a request for hearing is filed with the Board of Directors pursuant to Section 5.6(B), within fifteen (15) days after mailing to the applicant or User.

### (B) APPEALS TO THE BOARD OF DIRECTORS

1. **General** - If the General Manager's order is adverse to the Permit applicant or User, it may, prior to the date that the General Manager's order becomes final, file a written request for hearing to the Board of Directors. The request for hearing shall set forth in detail all the issues in dispute for which the appellant seeks determination and all facts supporting appellant's request.

No later than sixty (60) days after receipt of the request for hearing, the Board of Directors shall either set the matter for a hearing, or deny the request for a hearing.

The Board of Directors shall grant all requests for a hearing on appeals concerning Permit suspension or revocation. Whether to grant or deny the request for a hearing on appeals of other decisions of the General Manager shall be within the sole discretion of the Board.

A hearing shall be held by the Board within sixty-five (65) days from the date of determination granting a hearing, unless a later date is agreed to by the User or Permit applicant and the Board. If the matter is not heard within the required time, due to actions or inactions of the appellant, the General Manager's order shall be deemed final.

2. Notice - The Board Secretary shall, within fifteen (15) days of the Board of Directors' determination, provide written notice to the appellant of the denial or acceptance of a hearing. If a hearing is accepted then a hearing date, time, and place will be indicated. If a hearing is denied, the General Manager's decision shall be final fifteen (15) days after the date such notice is mailed.
3. Hearing - At the hearing, the appellant shall have the opportunity to present written or oral evidence supporting its position concerning the original decision, action or determination, in accordance with procedures established by the Board.
4. Written Determination - After the hearing, the Board shall make a determination whether to uphold, modify, or reverse the staff's original decision, action, or determination as ordered by the General Manager.

The decision of the Board shall be set forth in writing within sixty-five (65) days after the close of the hearing and shall contain a finding of the facts found to be true, the determination of issues presented, and the conclusions. The written decision and order of the Board shall be sent to the appellant or its legal counsel/representative at the appellant's business address.

The order of the Board shall be final upon its adoption. In the event the Board fails to reverse or modify the General Manager's order, it shall be deemed affirmed.

The District's determination may also include issuance of an order to a User responsible for violations, directing that following a specified period of time, sewer service be discontinued unless adequate Pretreatment facilities, devices or other related appurtenances have been installed and are properly operated. Such an order shall not relieve the violator of other penalties assessed for the period of violation. Further orders and directives as necessary and appropriate may be used. The District may seek injunctive relief in order to require compliance with all provisions of this Ordinance.

#### 5.7 - ADMINISTRATIVE CIVIL PENALTIES

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the District may issue an administrative complaint to any Person who violates (a) any provision of this Ordinance; (b) any Permit condition, prohibition or effluent limit; or (c) any Permit suspension or revocation order.
2. The administrative complaint shall be served by personal delivery or certified mail on the Person subject to the provisions of Section 5.7 and shall inform the Person that a hearing will be conducted on a date which shall be within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the District's requirements, 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 will 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 District'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.
5. Upon receipt of the written report, the General Manager shall make his determination. Should he find that grounds exist for assessment of a civil penalty against the Person, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee.
6. If after the hearing, or appeal, if any, it is found that the Person has violated reporting or discharge requirements, the General Manager or Board may assess a civil penalty against that Person. In determining the amount of the civil penalty, the General Manager or Board of Directors may take into consideration all relevant circumstances, 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 violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the Person involved.
7. 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 dollars (\$3,000) for each day for failing or refusing to timely comply with any compliance schedules established by the District;
  - (c) In an amount which shall not exceed five thousand dollars (\$5,000) per violation for each day of discharge in violation of any waste discharge limit, Permit condition, or requirement issued, reissued or adopted by the District;
  - (d) In any amount which does not exceed ten dollars (\$10) per gallon for discharges in violation of any Permit suspension, Permit revocation, cease and desist order or other orders, or prohibition issued, reissued or adopted by the District.
8. An order assessing administrative civil penalties issued by the General Manager shall be final in all respects on the thirty-first (31st) day after it is served on the Person unless an appeal and request for hearing is filed with the Board pursuant to Section 5.6(B) no later than the thirtieth (30th) day following such mailing. An order assessing administrative civil penalties issued by the Board shall be final upon issuance.
9. Copies of the administrative order shall be served on the party served with the administrative complaint, either by Personal service or by registered mail to the Person at his business or residence address, and upon other Persons who appeared at the hearing and requested a copy of the order.

10. Any Person aggrieved by a final order issued by the Board, after granting review of the order of the General Manager, may obtain review of the final order of the Board in the superior court, pursuant to Government Code Section 54740.6, by filing in the court a petition for writ of mandate within thirty (30) days following the service of a copy of the decision or order issued by the Board.
11. Payment on any order setting administrative civil penalties shall be made within 30 days after the date the order becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the User from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The District may record the lien for any unpaid administrative civil penalties on the ninety-first (91st) day following the date the order becomes final.
12. No administrative civil penalties shall be recoverable under Section 5.7 for any violation for which the District has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.

#### 5.8 - NON-COMPLIANCE COSTS

The District may recover its costs incurred in processing notices of violation and in performing sampling, monitoring, or laboratory analysis related to any violations of the Ordinance or Permit by any User.

Non-compliance costs shall be in addition to and not in lieu of any civil or criminal liability specified in this Ordinance.

#### 5.9 - RECOVERY OF COSTS FOR DAMAGE

In the event that a User causes any damage pursuant to Section 1.8, the User shall be liable for all costs, including administrative and legal costs, incurred by the District.

#### 5.10 - PUBLICATION OF NAMES OF INDUSTRIAL USERS IN SIGNIFICANT NON-COMPLIANCE

As required by federal law, the General Manager shall, at least annually, provide public notice in a local newspaper of the identity of those Industrial Users who are deemed, under federal regulation, to be in Significant Non-Compliance with the provisions of this Ordinance which implements the federal industrial waste Pretreatment program.

#### 5.11 - SEPARATE ACTIONS

Any administrative proceeding initiated because of a violation of any section of this Ordinance shall not exempt a User from any administrative proceedings initiated because of a violation of any other provision of the Ordinance or because of any separate violation of the same provision of the Ordinance.

## SECTION 6 - JUDICIAL ENFORCEMENT REMEDIES

### 6.1 - INJUNCTION

Whenever a User is in violation of or may potentially violate the provisions of this Ordinance, the User's Permit conditions, or any Pretreatment Standards or Requirements for Industrial Users, as set forth in 40 CFR Part 403, or fails to submit required reports or refuses to allow the District's entry to inspect the Premises, the District may petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate to restrain the continued violation, order corrective action and/or to prevent discharge violations by the User.

### 6.2 - CIVIL PENALTIES

- (A) **AUTHORITY** - All Users of the Regional Sewerage System are subject to enforcement actions administratively or judicially by the District, U.S. EPA, State of California Water Resources or Regional Water Quality Control Boards, or the County of San Bernardino District Attorney. Said actions may be taken pursuant to the authority provisions of several laws, including but not limited to: (1) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C. Section 1251 et seq.), (2) California Porter-Cologne Water Quality Act (California Water Code Section 13000 et seq.), and (3) The California Government Code Section 54725 et seq.
- (B) **RECOVERY OF FINES OR PENALTIES** - In the event District is subject to the payment of fines, penalties or damages pursuant to the legal authority and actions of other regulatory or enforcement agencies based on a violation of law or regulation or its Permits, and said violation can be established by District as caused by the discharge of any User of the Regional Sewerage System which is in violation of any provision of the District's Ordinance, the User's Permit or any other applicable law or regulation relating to the discharge of Non-Domestic Wastewater, District shall be entitled to recover from the User all costs and expenses, including, but not limited to, the full amount of said fines, penalties, or damages to which it has been subjected.
- (C) **ORDINANCE** - Pursuant to the authority of California Government Code Section 54739 et seq., any Person who violates any provision of this Ordinance, any Permit condition, prohibition or effluent limitation, or any suspension or revocation order shall be liable civilly for a penalty not to exceed \$25,000 for each day in which such violation occurs. The General Counsel of the District, upon order of the General Manager, shall petition the Superior Court to impose, assess, and recover such penalties.

### 6.3 - CRIMINAL PENALTIES

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 \$1,000, or imprisonment for not more than thirty (30) days, or both. Each day in which a violation occurs shall constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained herein.

### 6.4 - SEPARATE ACTIONS

Any judicial proceeding initiated because of a violation of any section of this Ordinance shall not exempt a User from any judicial proceedings initiated because of a violation of any other provision of the Ordinance or because of any separate violation of the same provision of the Ordinance.

## SECTION 7 - RATES

### 7.1 - DOMESTIC WASTE HAULER RATES

- (A) DOMESTIC WASTE HAULER APPLICATION AND RENEWAL FEES - Application and renewal fees shall be established from time to time by Resolution of the Board. Failure to pay the Permit renewal fee prior to the Permit expiration shall be cause for termination of service.
- (B) DOMESTIC WASTE HAULER DISPOSAL FEES - Disposal fees shall be established from time to time by Resolution of the Board.

### 7.2 - OTHER PERMIT APPLICATION FEES

Other Permit application fees shall be established from time to time by Resolution of the Board. The application fees shall be based upon the estimated cost of processing the Permit application.

### 7.3 - BILLING AND PAYMENT

All fees and charges imposed under the provisions of this Ordinance are due and payable upon serving an invoice. An invoice shall be served by first-class mail or such other procedure as will reasonably assure receipt. Unpaid fees or charges shall become delinquent 30 days after postmark date or the date the invoice is personally served. The date a payment is postmarked by the United States Postal Service will be considered the date of receipt by the District unless payment is personally made to the District.


A penalty of 10 percent of the original unpaid invoice amount shall be added to any fee or charge that becomes delinquent. Interest at the maximum rate provided by law shall accrue on the total of all delinquent fees or charges including the penalty.

SECTION 8 - ADOPTION

ADOPTED THIS 19 day of October 1984.

  
President of Chino Basin  
Municipal Water District and  
the Board of Directors thereof

ATTESTED:

  
Secretary of the Chino Basin  
Municipal Water District and  
the Board of Directors thereof





**IEUA RESOLUTION NO. 99-6-1**

**WATER QUALITY  
LIMITATIONS**

**Applicable to IEUA  
Contracting Agencies**

Manganese, Total	0.150
Mercury, Total	0.010
Nickel, Total	0.035
Selenium, Total	0.015
Silver, Total	0.250
Zinc, Total	0.365
Sulfide, Dissolved	0.050
Sulfide, Total	2.0
Oil and Grease, Total	100
Biochemical Oxygen Demand (5 day)	300 ‡
Total Suspended Solids	300 ‡
Methylene Blue Active Substances (MBAS)	110

† The discharge limit for copper is an interim limit and shall be in effect until December 2, 2000.

‡ Values in excess of this amount shall be subject to a surcharge as determined by Section 19 of the Regional Sewage Service Contract.

**B. Specific Restrictions for Minerals and Salts**

The wastewater shall not contain, based on a running 12-month average, constituents which, based on the flow weighted average of samples taken at the mutually agreed upon sample locations, exceed the average annual concentration of the constituent in the water supply to the sewered area by more than the following increments:

<u>Constituent</u>	<u>Increment (mg/l)</u>
TDS	230
Total Hardness	35
Sodium	75
Chloride	75
Sulfate	40

No wastewater from a Contracting Agency, alone, or in conjunction with wastewater from other contracting agencies shall cause IEUA to violate its NPDES permit limits for TDS, total hardness, sodium, chloride or sulfate.

C. pH Limitations

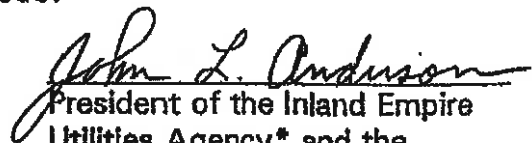
A Regional Contracting Agency may discharge wastewater:

1. that is not greater than 10.5 pH units or less than 5.0 pH units at any delivery point to the Regional Sewerage System;
2. that does not, in quantities or concentrations, alone or in conjunction with discharge or discharges from other sources cause the pH of the wastewater entering the headworks of any Regional Treatment Plant to decrease below 6.5 pH units for longer than 60 minutes; and
3. that does not, in quantities or concentrations, alone or in conjunction with a discharge or discharges from other sources cause the pH of the wastewater entering the headworks of any Regional Treatment Plant to decrease below 6.0 pH units at any time.


D. The wastewater discharged into the Regional Sewerage System, alone or in conjunction with other discharges, shall not cause an increase in the temperature of a Regional Treatment Plant's receiving water above 90 degrees Fahrenheit, which normally occurs during the period of June through October, nor above 78 degrees Fahrenheit during the rest of the year.

E. IEUA Resolution No. 94-10-2, adopted on October 19, 1994, is hereby rescinded in its entirety.

ADOPTED this 2nd day of June, 1999.

  
President of the Inland Empire  
Utilities Agency\* and the  
Board of Directors thereof

ATTESTED:

  
Secretary/Treasurer of the Inland  
Empire Utilities Agency\* and the  
Board of Directors thereof

\* A Municipal Water District

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF )  
SAN BERNARDINO)

I, Anne Dunihue, Secretary of the Inland Empire Utilities Agency\*,  
DO HEREBY CERTIFY that the foregoing Resolution being No. 99-6-1,  
was adopted at a regular Board Meeting on June 2, 1999, of said Agency by  
the following vote:

AYES: Dunihue, Troxel, Catlin, Koopman, Anderson

NOES: None

ABSTAIN: None

ABSENT: None.

  
Secretary

\*A Municipal Water District

(Adopted 4/12/84)  
(Amended 12/7/94)  
(Amended 3/2/05)  
(Amended 6/19/13)

EXHIBIT "J"

EQUIVALENT DWELLING UNIT COMPUTATIONS

GENERAL

Equivalent Dwelling Unit (EDU) is a numerical value designation where one EDU represents the sewage flow from a single family residential household. For the purposes of computing uniform financial obligations for each Contracting Agency using the Regional Sewerage System, the following computations shall be used to determine EDU's for residential, commercial, and industrial units:

1. Residential. Each structure or part of a structure which is designed for the purpose of providing permanent housing for one family or tenant shall be one EDU. This includes, but is not limited to, a single family detached residence, an apartment, a townhouse, a condominium, a mobile home or trailer space.
2. Commercial. All structures designed for the purpose of providing permanent housing for enterprises engaged in exchange of goods and services. This shall include, but not be limited to, all private business and service establishments, schools, churches, and public facilities. EDU's shall be determined by multiplying the fixture units (as defined by Table 1) shown on the approved building plans, by the appropriate sewage factor from the following Table 2 (also see Note A). Total EDU's for commercial centers for various use categories will be the sum of the EDU's computed for each category of use. For example, hotel complexes that contain restaurants, pools, health clubs, or

laundry facilities should be calculated based on the individual uses in the hotel complex with the fee based on the sum of the EDU's computed for each category of use.

3. **Industrial.** All structures designed for the purpose of providing permanent housing for an enterprise engaged in the production, manufacturing, or processing of material. EDU's for industrial users shall be determined as follows:

a. For domestic type wastewater, multiply the fixture units (as defined by Table 1) shown on the approved building plans by a sewage factor of 0.0741, based on a 20 gallons per fixture unit flow per day.

b. For non-domestic wastewater; compute from information contained on the industrial waste permit, using the following formula:

$$\text{EDU} = \frac{\text{Estimated non-domestic flow}}{270} \left[ .37 + .31 \frac{\text{BOD}}{230} + .32 \frac{\text{SS}}{220} \right]$$

c. Combine the resultant EDU's derived from a and b above.

NOTES:

- A. Sewage Factor is derived from the formula

$$SF = K \left[ .37 + .31 \frac{BOD}{230} + .32 \frac{SS}{220} \right]$$

Where:	SF	=	Sewage Factor
	K	=	Gallons per fixture unit divided by the average domestic household flow of 270 gallons
	BOD	=	Biochemical Oxygen Demand
	SS	=	Suspended solids

- B. Reimbursement Fees to be levied on Pre-1979 Structures Connecting to the Regional System

For residential structures with a building permit issued prior to July 1, 1979, no Capital Capacity Reimbursement Account (CCRA) fees will be levied at the time of connection to the regional system. If the original permit was issued after 7/1/79, then the CCRA fees established at the time of permit issuance will apply.

The CCRA fees will apply to all commercial and industrial development regardless of when the structure was constructed. When a non-residential use requests to connect to the regional system or modify its use if already connected, the CCRA fee should be based on the current fee in effect at the time the connection or modified use is made (also see Note C).

- C. Reimbursement Fees to be Levied on Existing System Users Who Expand or Revise Use

In some situations existing commercial and industrial users will expand uses to meet increasing demands. As a result, additional fixture units will usually be included within the expanded facility. Under these situations the following criteria will apply:

- CCRA fees will only be levied on the fixture unit (FU) count difference between existing FU's and new FU's.
- The CCRA fee will be determined based on the fee in effect at the time of building or sewer permit issuance for the expanding development.
- A change in use, placing a commercial development in a different Exhibit "J" category, will not result in the recalculation of CCRA obligation for



the existing FU's. Only the new added FU's will be levied CCRA fees based on the Exhibit "J" category which best defines the proposed use.

**D. Collection and Reporting of CCRA Fees**

- a. CCRA fees shall be reported at no later than at the time of occupancy.
- b. CCRA fees shall be based on the EDU rate (as established by the EDU resolution adopted by the IBUA Board of Directors) in effect at the time of payment. For example, if CCRA fees are reported in the July report, any connection fees changes effective July 1, would be in effect.

**E. Attachment of Sewer Use Rights; Tied to Property or Structure**

Under certain situations an existing discharger may want to relocate or renovate a business. The issue may then arise as to ownership of certain existing discharge rights in the regional system.

All sewer capacity remains with the existing building and should be sold to building owners rather than tenants.

In cases where an existing building is completely demolished, the transfer or reuse of capacity rights can be permitted provided that:

- a. Proof of building demolition can be documented;
- b. Payment for original system capacity can be documented;
- c. The demolition occurs simultaneously with the transfer; and
- d. The transfer occurs within the Contracting Agency who originally sold the capacity.

Capacity rights would be determined based on fixture unit counts and the Exhibit "J" use category of the demolished structure. Because local collection systems may also be impacted by a relocation, this exception shall be at the sole discretion of the contracting agency who is accepting the relocated capacity.

Any additional EDUs required shall be purchased per Note C of this Exhibit.

TABLE 1 - Fixture Unit (FU) Values<sup>1,2</sup>

Appliances, Appurtenances or Fixtures	Fixture Units
Bathtub or Combination Bath/Shower	2.0
Clothes Washer, domestic, standpipe	3.0
High Efficiency Clothes Washer	2.0
Dental Unit, cuspidor	1.0
Dishwasher with independent drain	2.0
Drinking Fountain or Water Cooler	0.5
Food Waste Grinder (Commercial)	3.0
Floor Drain, Emergency	0.0
Floor Drain	2.0
Shower, single-head trap	2.0
Multi-head, each additional	1.0
Lavatory, single	1.0
Lavatory, In sets of two or three	2.0
Washfountain (1.5-in Minimum Fixture Branch Size)	2.0
Washfountain (2-in Minimum Fixture Branch Size)	3.0
Receptor, indirect waste <sup>3</sup>	
Bar	2.0
Clinical	6.0
Commercial with food waste (1.5-in Minimum Fixture Branch Size)	3.0
Commercial with food waste (2-in Minimum Fixture Branch Size)	4.0
Commercial with food waste (3-in Minimum Fixture Branch Size)	6.0
Kitchen, domestic (with or without food-waste grinder and/or dishwasher)	2.0
Laundry (with or without discharge from a clothes washer)	2.0
Service or Mop Basin	3.0
Service, flushing rim	6.0
Wash, each set of facets	2.0
Urinal	2.0
Waterless Urinal	1.0
Water Closet, 1.6 GPF	4.0
Water Closet, greater than 1.6 GPF	6.0

TABLE 1(a) -- Discharge Capacity in Gallons per Minute for Intermittent Flow Only<sup>1,3</sup>

Gallons per Minute	Fixture Units
Up to 7.5	1
Greater than 7.5 to 15	2
Greater than 15 to 30	4
Greater than 30 to 50	6

**TABLE 1(b) - Maximum Fixture Units for a Trap and Trap Arm<sup>1,3</sup>**

<b>Size of Trap and Trap Arm (inches)</b>	<b>Fixture Units</b>
1.25	1
1.5	3
2	4
3	6
4	8

**Footnotes:**

1. Tables 1, 1(a), 1(b) are based on the 2010 California Plumbing Code
2. Additional information regarding definitions and plan checking are defined by latest Exhibit J - Table 1 Guideline.
3. Indirect waste receptors shall be sized based on the total drainage capacity of the fixtures that drain therein to, in accordance with Table 1(a). **Maximum fixture units for a fixture trap and trap arm loadings for sizes up to 4 inches shall be in accordance with Table 1(b).**

**TABLE 2<sup>1</sup>**

Category	Type of Commercial	Typical Descriptions of Establishment	Gal/ Fixture	BOD/TSS	Sewage Factor (see Note A)
I	Motel/ Hotel	Establishment typically engaged in short-term lodging and may offer food and beverage, recreation, conference/convention room, laundry, and parking services.	12	230/220	0.0444
	Recreation/Amusement	Recreational and amusement services and attractions			
	Restaurant (Fast Food)	Establishments where patrons order or select items and typically pay before eating. Serves food on trays with disposable dishware, has an available drive-thru service, and does not use a dishwasher.			
	Retail Store	Establishment typically engaged in providing retail goods for purchase			
	Office	Establishment where business or services are supplied.			
	Market (without Butcher Shop)	Establishments typically retailing a general line of food, such as canned and frozen foods, fresh fruits and vegetables. Establishment does not process (cut) meat, poultry, or seafood.			
	Bar/Tavern	Establishment typically engaged in preparing and serving alcohol beverages for immediate consumption. May also provide limited food services.			

Category	Type of Commercial	Typical Descriptions of Establishment	Gal/ Fixture	BOD/TSS	Sewage Factor (see Note A)
II	Market (with Butcher Shop)	Establishments typically retailing a general line of food, such as canned and frozen foods, fresh fruits and vegetables. Establishment does process (cut) meat, poultry, or seafood.	24	250/350	0.1081
	Bakery	Establishment typically manufacturing fresh and frozen bread and bread-type roll products, cookies, crackers, doughnuts, pastries, pies, ice cream cones, and etc. May include commercial and storefront bakeries.			
	Mortuary	Establishments typically preparing the dead for burial or interment and conducting funerals. May include crematories.			
III	Convalescent Home	Establishments providing inpatient nursing and rehabilitative services. The care is typically provided for an extended period of time to individuals requiring nursing care. May include nursing homes, Inpatient care hospices, rest homes with nursing care, etc.	42	250/300	0.1780
	Hospital	Establishments typically known and licensed as general medical and surgical hospitals primarily engaged in providing diagnostic and medical treatment to inpatients with any wide variety of medical conditions.			
	Health Spa with Pool	Establishments typically operating fitness and recreation sports facilities featuring exercise and other active physical conditioning. Must have a pool. May include physical fitness centers with pools, gyms with pools, day spas with pools, etc.			
	Restaurant (Full Service)	Establishments typically providing food services where patrons order and are served while seated and typically pay after eating. May serve food on non-disposable dishware, operates dishwashing equipment, has waiter/waitresses and includes buffets.			

Category	Type of Commercial	Typical Descriptions of Establishment	Gal/ Fixture	BOD/TSS	Sewage Factor (see Note A)
IV	Laundry (Laundromat)	Establishment typically operating coin-operated or similar self-service laundry equipment for customer use on premises. Laundries or Laundromats classified under this category are for non-water efficient washing machines.	43	350/500	0.2499
	Dry Cleaner (Processor)	Establishment typically engaged in laundering services, and specialty cleaning services for garments and other textile items on the premises using solvents other than water. Drop off and pickup sites that do not perform cleaning services are classified under Category I.			
V	Car Wash (Coin Operated) (See Footnote 2)	Establishments typically engaged in the cleaning and/or washing of automotive vehicles. Consists power washing spray wand car washes.	102	150/500	0.4910
VI	Church	Establishments typically engaged in operating religious organizations. May include monasteries, temples, mosques, synagogues, places of worship.	17	230/220	0.0630
	School	Establishments typically engaged in furnishing academic courses and associated coursework. May include universities (public/private), junior colleges (public/private), vocational schools.			
	Public Facility	Establishments typically operated by the local city or other government entities. May include government offices, community centers, fire/police stations, parks, city facilities, court houses, etc.			

Category	Type of Commercial	Typical Descriptions of Establishment	Gal/ Fixture	BOD/TSS	Sewage Factor (see Note A)
VII	Health Spa without Pool	Establishments typically operating fitness and recreation sports facilities featuring exercise and other active physical conditioning. Must not have a pool. May include physical fitness centers with pools, gyms without pools, day spas without pools, etc.	42	230/220	0.1555
	Laundromat	Establishment typically operating facilities with coin-operated or similar self-service laundry equipment for customer use on premises. Laundries or Laundromats classified under this category are for high efficiency front loading washing machines.			

Footnotes:

1. Non-coin operated car washes may be treated as an industrial user.