



Regional Sewerage Program Technical Committee Meeting

AGENDA

Thursday, January 26, 2023
2:00 p.m.

Teams Conference Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmYwNzlkMWUtOGVjMi00MThkLWJhM2EtMDI0NTNhNzBmNTYz%40thread.v2/0?context=%7b%22id%22%3a%224c0c1e57-30f3-4048-9bd2-cd58917dcf07%22%2c%22oid%22%3a%22e1bc1283-cd05-48d8-a67b-d2365bb08cc2%22%7d

Teleconference: (415) 856-9169/Conference ID: 645857544#

This meeting will be held remotely via Teams. The public may participate and provide public comment during the meeting by calling the number provided above. Comments may also be submitted by email to the Recording Secretary Laura Mantilla at lmantilla@ieua.org prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Committee Members.

Call to Order

Roll Call

Public Comment

Members of the public may address the Committee on any item that is within the jurisdiction of the Committee; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Comments will be limited to three minutes per speaker.

Additions to the Agenda

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

(Continued)

1. Action Items

- A. Approval of October 27, 2022 Technical Committee Meeting Minutes

2. Informational Items

- A. Operations & Maintenance Department Quarterly Update
- B. IEUA – City of Rialto Recycled Water Purchase Agreement Term Sheet
- C. Operations & Compliance Updates (*Oral*)

3. Receive and File

- A. Draft Regional Sewerage Policy Committee Agenda
- B. Building Activity Report
- C. Recycled Water Distribution - Operations Summary

4. Other Business

- A. Committee Member Requested Agenda Items for Next Meeting
- B. Committee Member Comments
- C. Next Regular Meeting – TBD

Adjourn

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant of the Inland Empire Utilities Agency*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at www.ieua.org at least seventy-two (72) hours prior to the meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Laura Mantilla at (909) 993-1944 or lmantilla@ieua.org 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

**ACTION
ITEM**

1A



Regional Sewerage Program Technical Committee Meeting MINUTES OF OCTOBER 27, 2022

CALL TO ORDER

A regular meeting of the IEUA/Regional Sewerage Program – Technical Committee was held via teleconference on Thursday, October 27, 2022. Committee Chair Amanda Coker/Cucamonga Valley Water District called the meeting to order at 2:05 p.m. Recording Secretary Laura Mantilla took roll call and established a quorum was present.

COMMITTEE MEMBERS PRESENT VIRTUALLY OR IN PERSON:

Dave Crosley	City of Chino
Ron Craig	City of Chino Hills
Amanda Coker	Cucamonga Valley Water District (CVWD)
Monica Heredia	City of Montclair
Chris Quach	City of Ontario
Nicole deMoet	City of Upland
Christiana Daisy	Inland Empire Utilities Agency (IEUA)

ABSENT COMMITTEE MEMBER:

Brian Wolfe	City of Fontana
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OTHERS PRESENT:

Eduardo Espinoza	CVWD
Randall Reed	CVWD
Jiwon Seung	CVWD
Braden Yu	City of Upland
Jerry Burke	IEUA
Pietro Cambiaso	IEUA
Javier Chagoyen-Lazaro	IEUA
Kristine Day	IEUA
Lucia Diaz	IEUA
Adrienne Fernandez	IEUA
Brandon Gonzalez	IEUA
Don Hamlett	IEUA
Michael Hurley	IEUA

OTHERS PRESENT (continued):

Elizabeth Hurst	IEUA
Randy Lee	IEUA
Scott Lening	IEUA
Eddie Lin	IEUA
Laura Mantilla	IEUA
Jason Marseilles	IEUA
Liza Muñoz	IEUA
Cathy Pieroni	IEUA
Sushmitha Reddy	IEUA
Ken Tam	IEUA
Jeff Ziegenbein	IEUA

PUBLIC COMMENTS

There were no public comments.

ADDITIONS/CHANGES TO THE AGENDA

There were no additions/changes to the agenda.

1. ACTION ITEM**A. APPROVAL OF SEPTEMBER 29, 2022 TECHNICAL COMMITTEE MEETING MINUTES**

Motion: By Nicole deMoet/City of Upland and seconded by Dave Crosley/City of Chino to approve the meeting minutes of the September 29, 2022, Regional Technical Committee meeting by the following vote:

Ayes: DeMoet, Crosley, Craig, Daisy, Heredia, Quach, Coker

Noes: None

Absent: Wolfe

Abstain: None

The motion passed by a vote of 7 ayes, 0 noes, 0 abstain, and 1 absent.

2. INFORMATIONAL ITEMS**A. RP-5 EXPANSION PROJECT UPDATE**

Brian Wilson/IEUA provided an update on the RP-5 Expansion project status, construction spending and major activities. Mr. Wilson discussed the design review process and the value engineering phases of the project.

B. OPERATIONS AND MAINTENANCE DEPARTMENT QUARTERLY UPDATE

Scott Lening/IEUA gave a presentation on the Operations & Maintenance Department quarterly update. He reviewed the safety statistics, safety milestones, grid reduction impacts due to a heat wave, production flow rates, biosolids production, and Agency-wide chemicals consumption. He also discussed the wastewater sampling that the Agency is participating in. Lastly, Mr. Lening reviewed IEUA's Operator certifications versus the State.

C. RETURN TO SEWER STUDY UPDATES

Ken Tam/IEUA reported that Data Collaborative is still reviewing the data. Mr. Tam indicated that the City of Ontario had comments on the report and asked Committee member Quach to forward their comments to Data Collaborative. Mr. Tam thanked the member agencies for signing the release forms for the data locations.

D. OPERATIONS & COMPLIANCE UPDATES

There were no updates to report.

3. RECEIVE AND FILE

Items 3A – 3D were received and filed by the Committee.

A. DRAFT REGIONAL SEWERAGE POLICY COMMITTEE AGENDA**B. BUILDING ACTIVITY REPORT****C. RECYCLED WATER DISTRIBUTION – OPERATIONS SUMMARY****D. PLANNING & RESOURCES DEPARTMENT QUARTERLY UPDATE****4. OTHER BUSINESS****A. COMMITTEE MEMBER REQUESTED AGENDA ITEMS**

Chris Quach/City of Ontario requested the IEUA-City of Rialto Recycled Water Purchase Agreement Term Sheet item be presented at the next Technical Committee meeting.

B. COMMITTEE MEMBER COMMENTS

There were no committee member comments.

C. NEXT MEETING

The November 24, 2022 meeting was canceled. The next meeting is scheduled for December 29, 2022.

ADJOURNMENT – Chair Coker adjourned the meeting at 2:53 p.m.

Prepared by:

Laura Mantilla, Recording Secretary

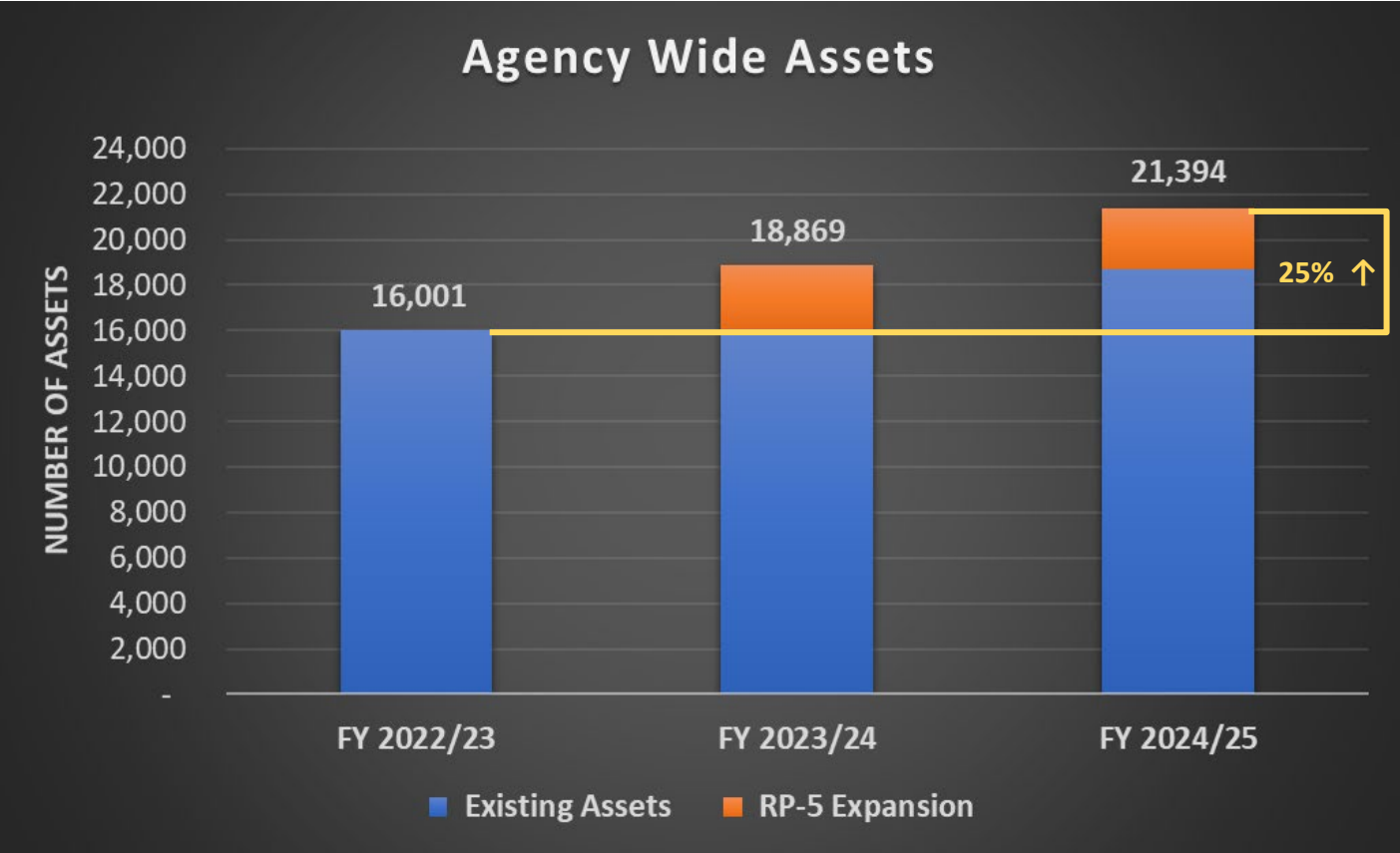
**INFORMATION
ITEM**

2A

Operations & Maintenance Department Quarterly Update

Robert Delgado
Manager of Maintenance
January 2023

Agency Assets



16,001 Agency Wide Assets

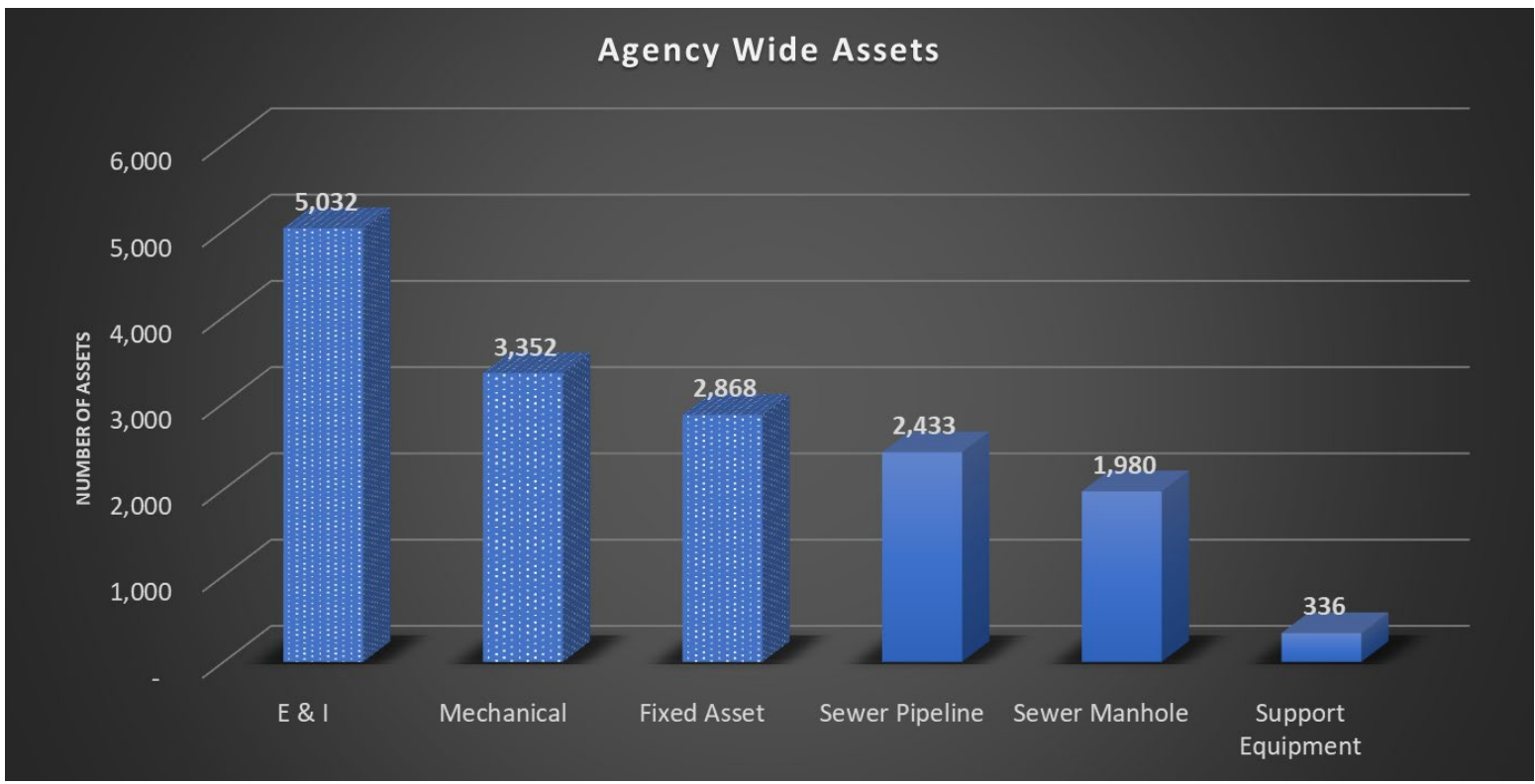
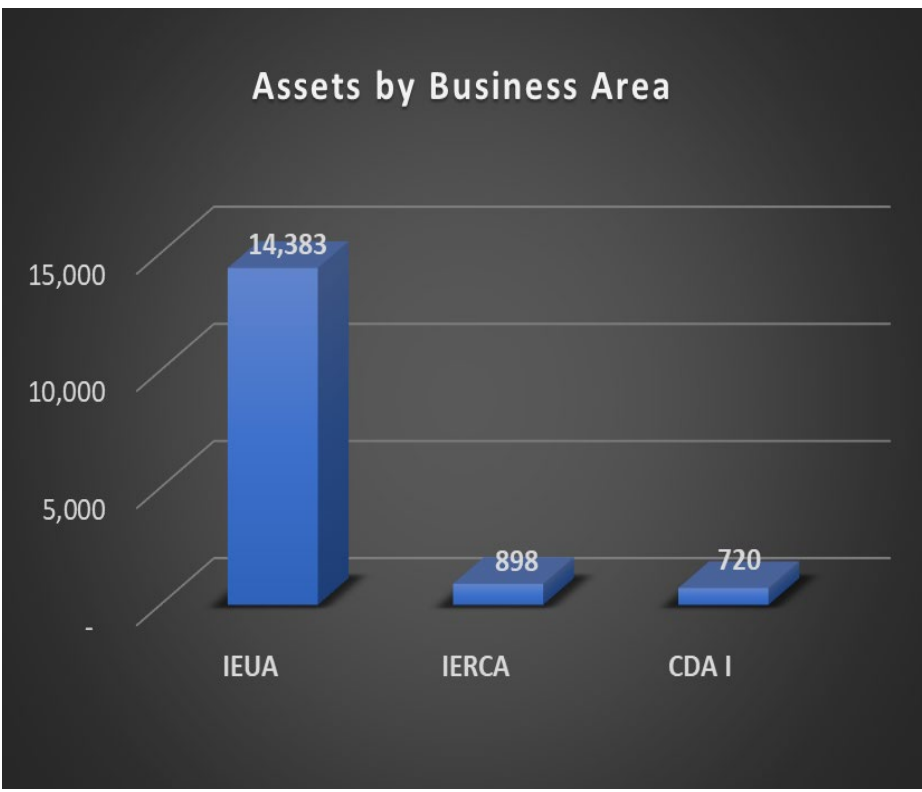
Major categories:

- Electrical and Instrumentation (E&I)
 - Mechanical
 - Fixed Asset
 - Collections
 - Support Equipment
- 25% increase in assets as a result of RP-5 Expansion
 - 12% increase expected with AWPf

Agency Assets

Asset Breakdown:

- 75% of the assets are within our treatment facilities
- Largest asset categories is Electrical and Instrumentation and Mechanical

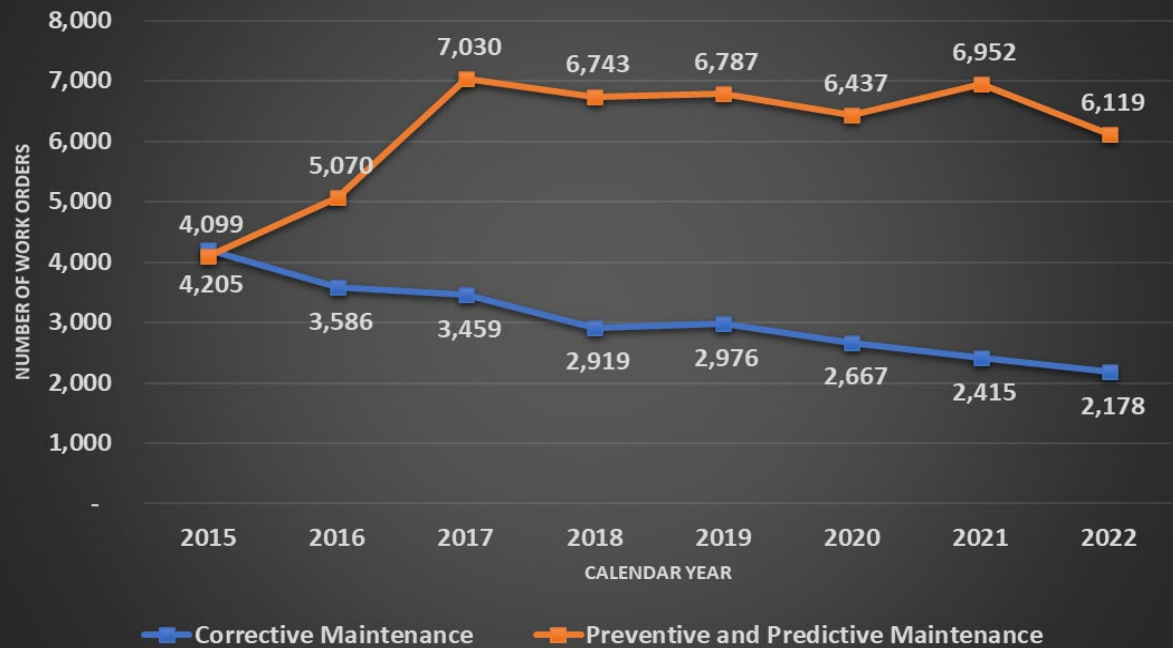


Work Execution

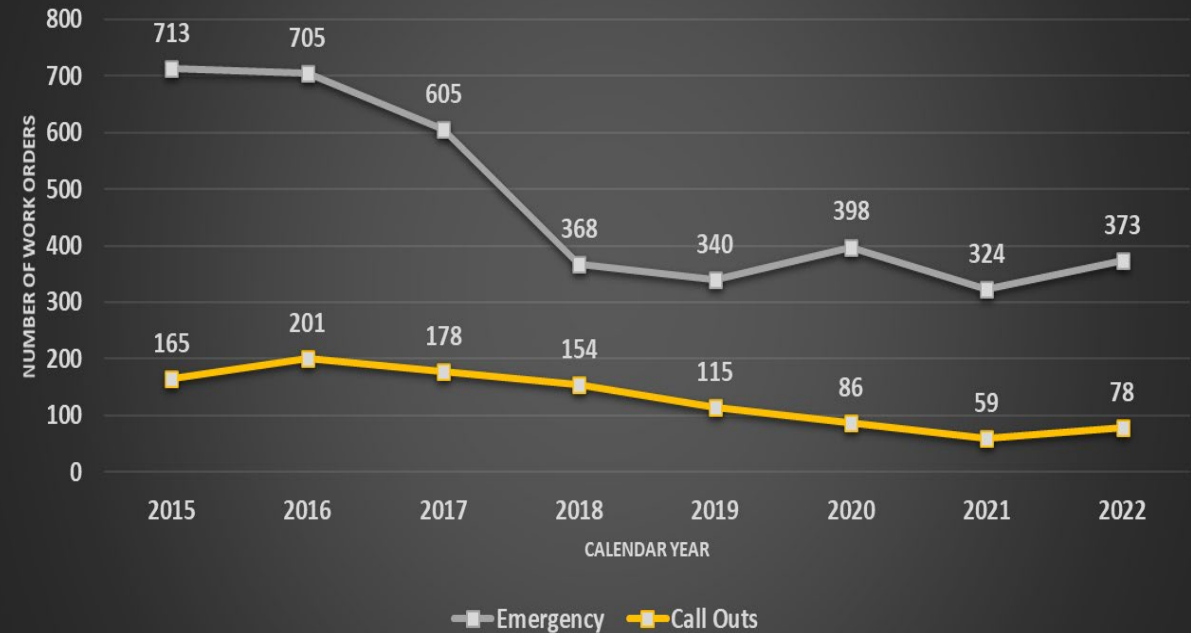
Reliability Journey:

- Focus on Preventive and Predictive Maintenance
- Reduction on emergency work and dark time call-outs
- Increase asset life and utilization

PM and CM Work Order Count

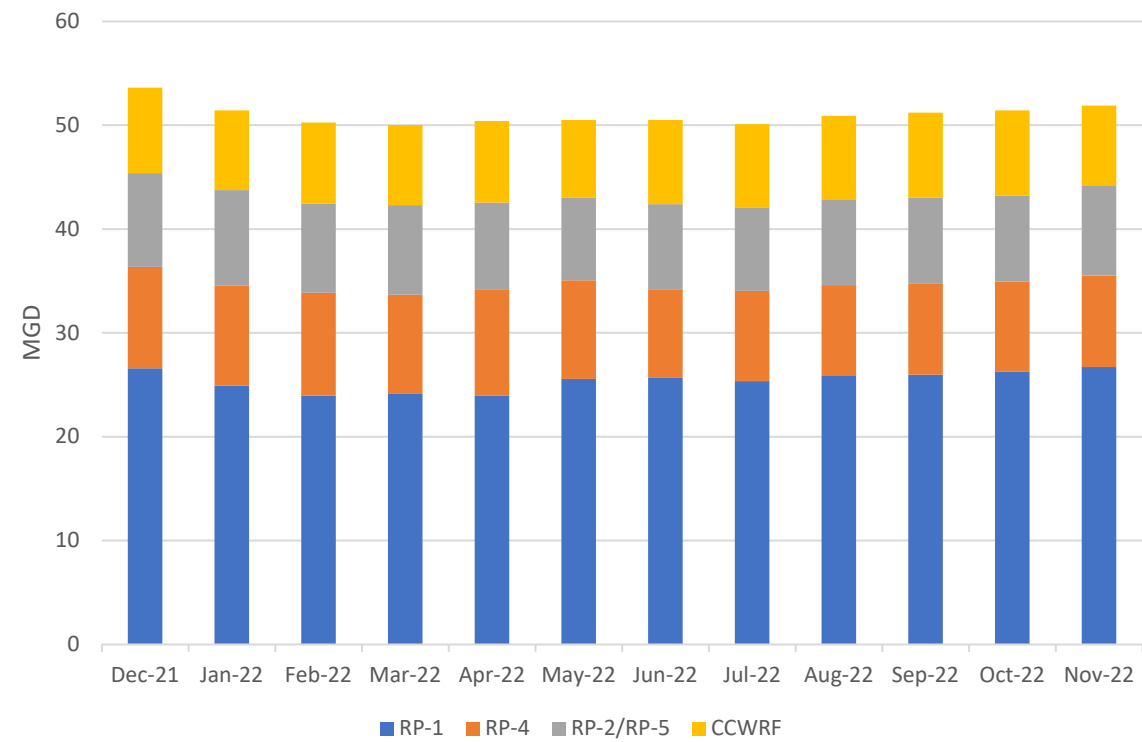


Emergency and Call Out Work Order Count

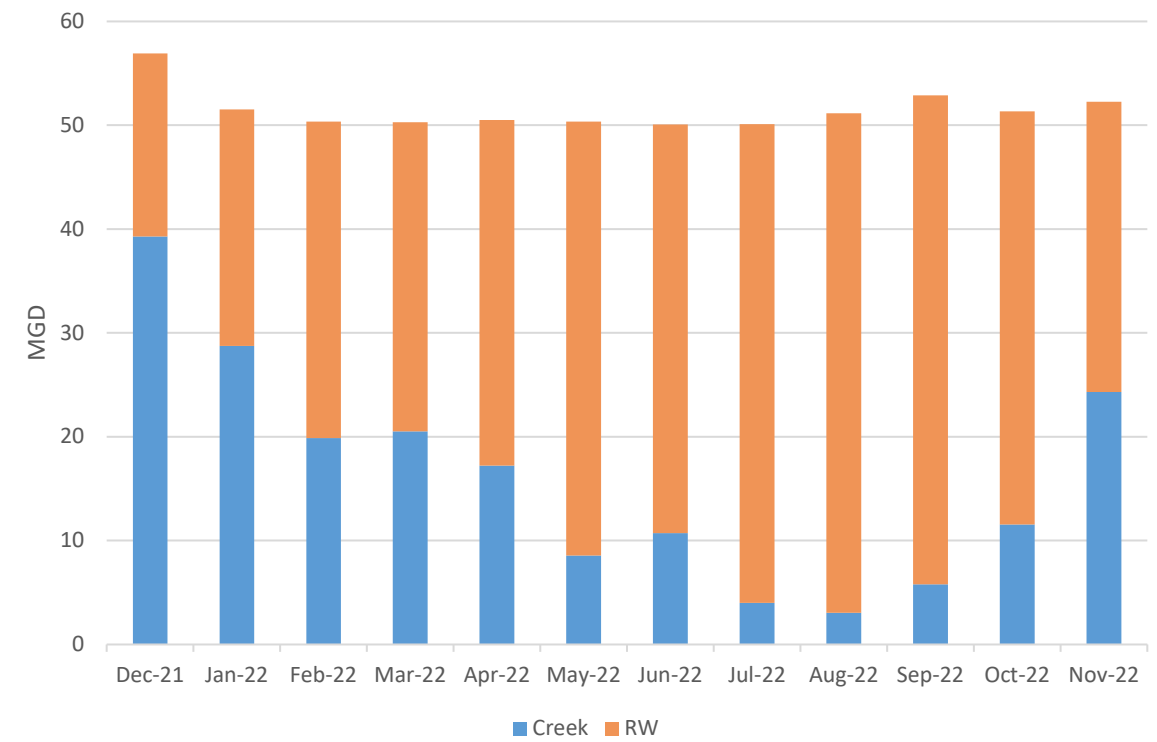


Production Flow Rates

Influent Flows

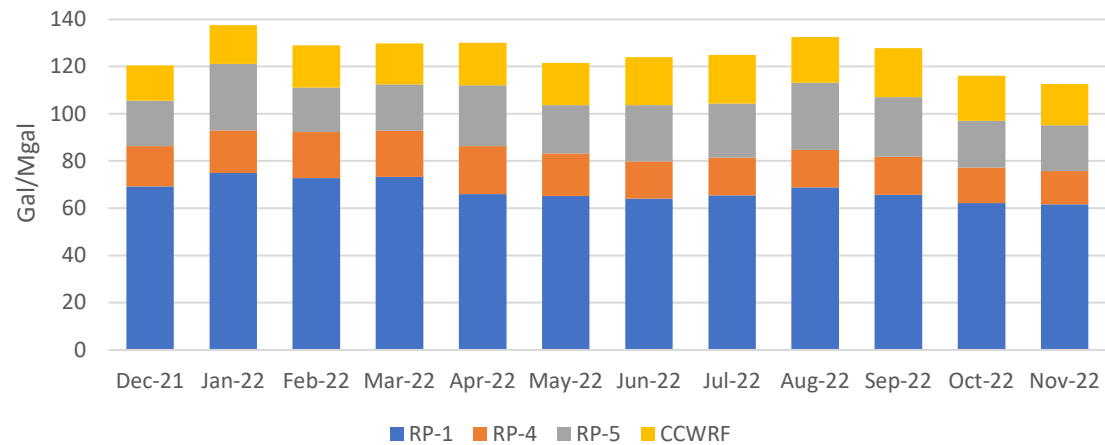


Effluent Flows

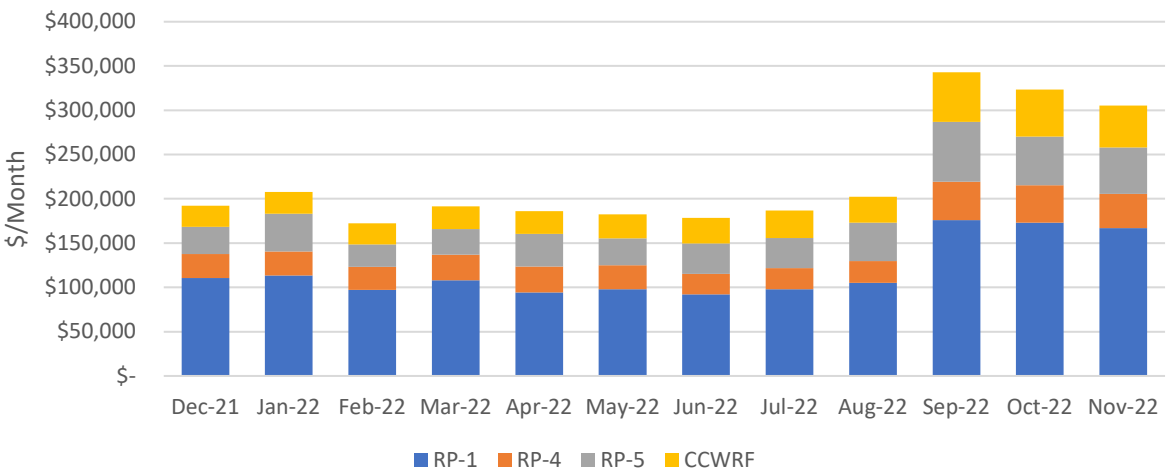


Agency Wide Chemical Consumption

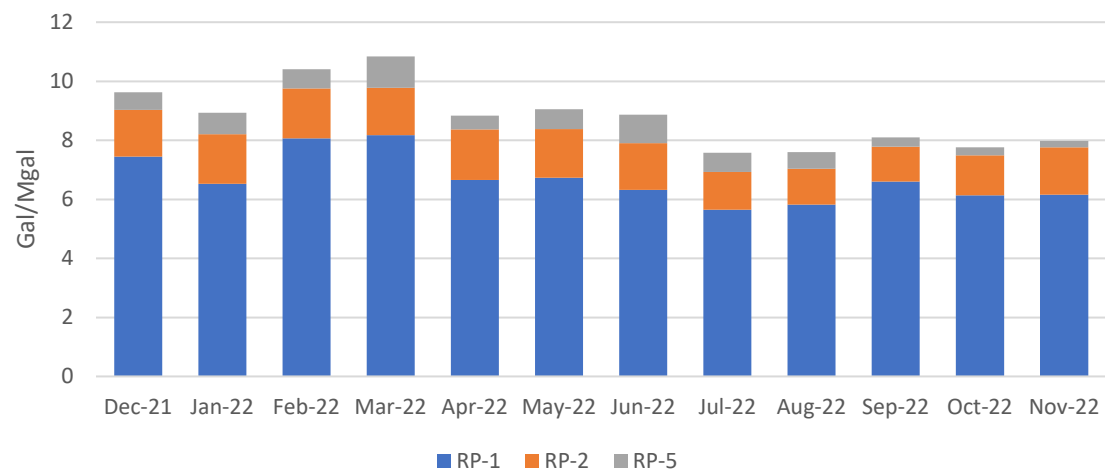
Sodium Hypochlorite Use



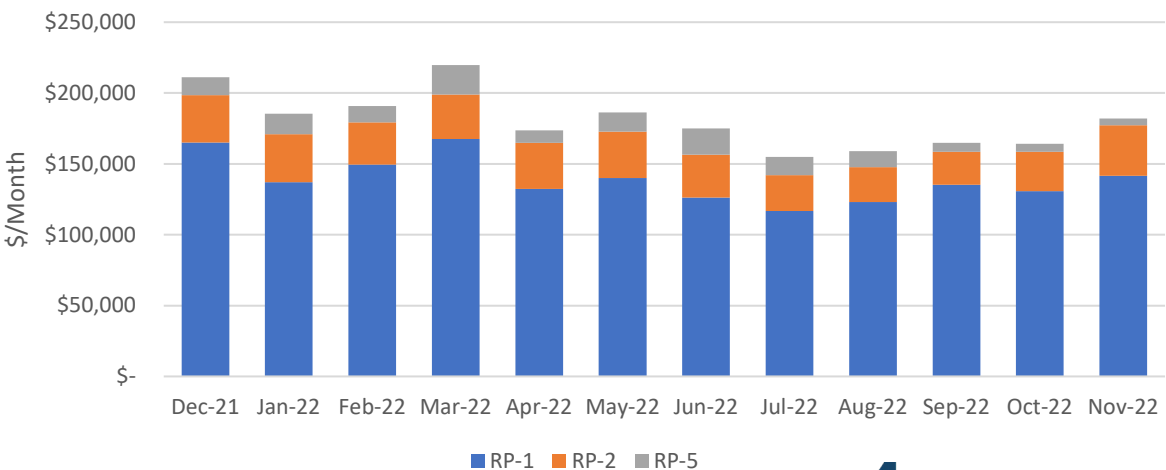
Sodium Hypochlorite Cost



Polymer Use



Polymer Cost

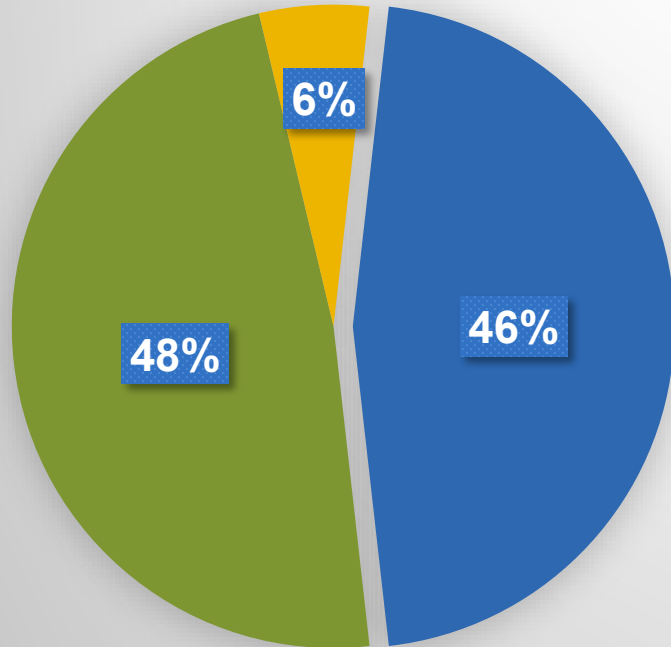


Inland Empire Regional Compost Facility (IERCF) – Production

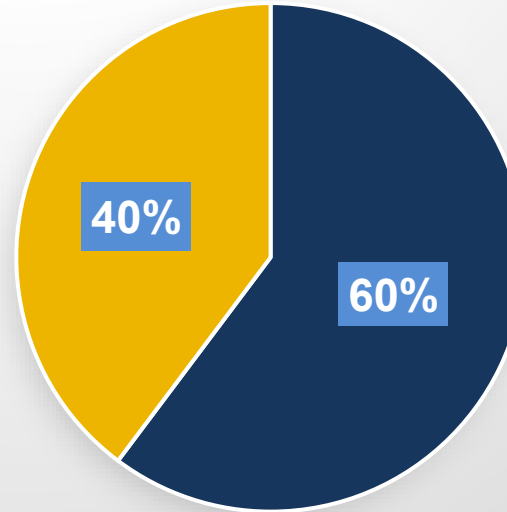
- IERCF processes 150,000 tons of biosolids annually
- Composed of 48% LACSD, 46% IEUA, and 6% OCSD

IERCF BIOSOLIDS COMPOSITION

TOTAL



IEUA Contribution

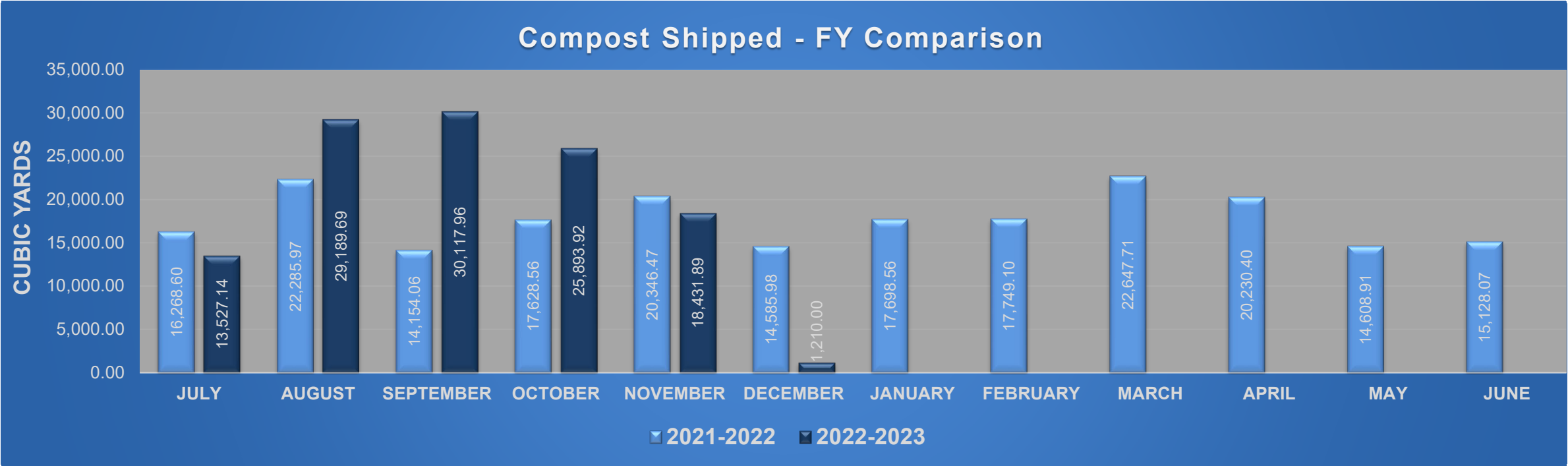


■ RP1 ■ RP2

Inland Empire Regional Compost Facility (IERCF) – Sales

Sales Accomplishments

- 32% increase in sales when compared to same period last year
- Zero inventory



**INFORMATION
ITEM**

2B



IEUA - City of Rialto Recycled Water Purchase Agreement Term Sheet

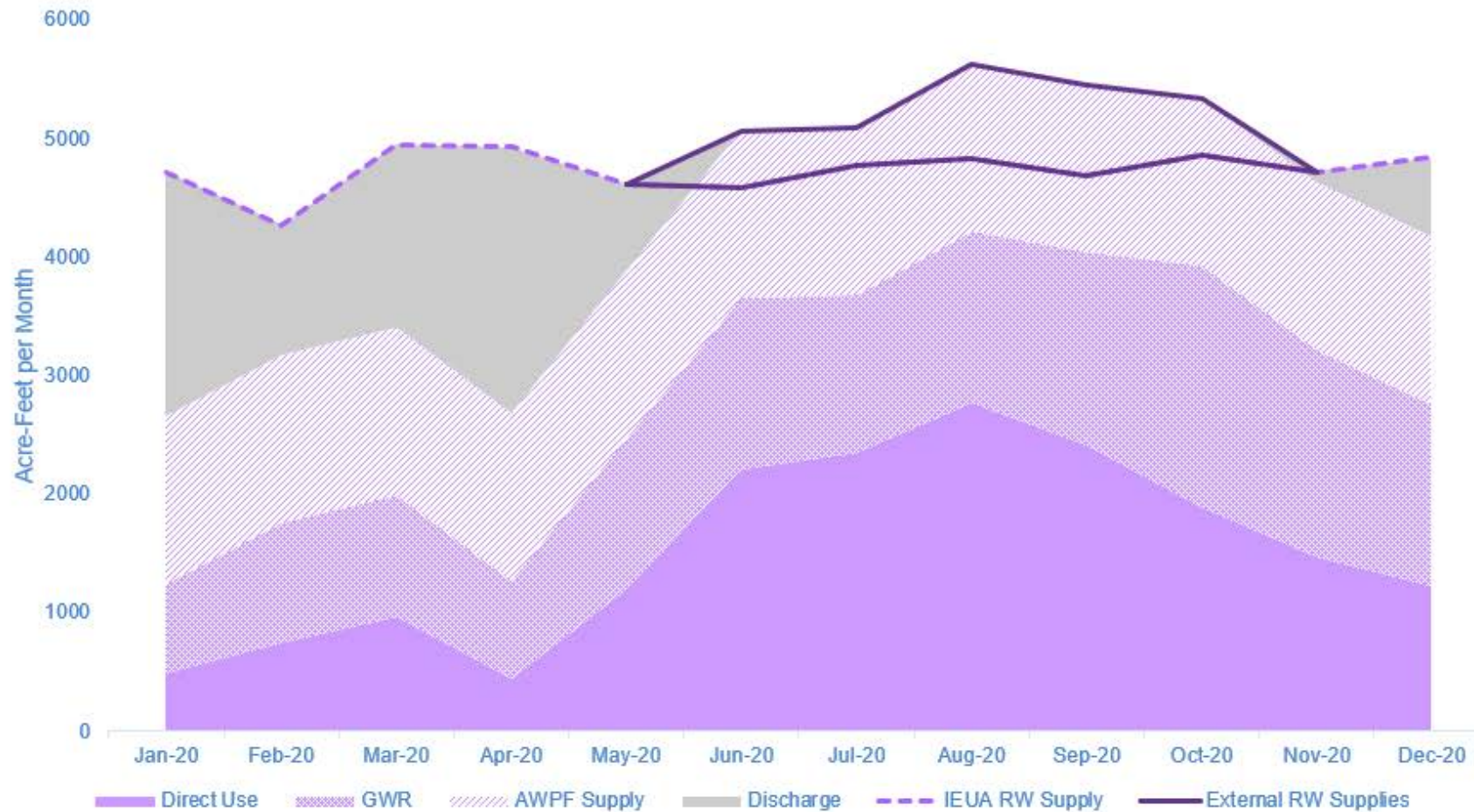
Liza Muñoz, PE
Senior Engineer
January 2023

Background

- The Santa Ana River Multi Species Habitat Conservation Plan (SAR HCP) identified the benefit of removing flows from the City of Rialto wastewater treatment plant during the summer months due to the adverse impact to native species.
- City of Rialto is interested in monetizing its recycled water as an annual revenue source.
- Due to seasonality of recycled water supplies, IEUA needs to augment its recycled water supply during peak demand months between May and October.
- IEUA and City of Rialto initiated water resources partnership discussions in 2019.
- The City of Rialto Water Resources Partnership Principles of Agreement was approved by the Board in February 2022.
- Rialto City Council approved the IEUA – City of Rialto Recycled Water Purchase Agreement last month.



Recycled Water Supplies vs Demands



External Recycled Water Supplies:
6,000 AFY

IEUA Recycled Water Supply:
56,800 AFY

AWPF:
17,000 AFY

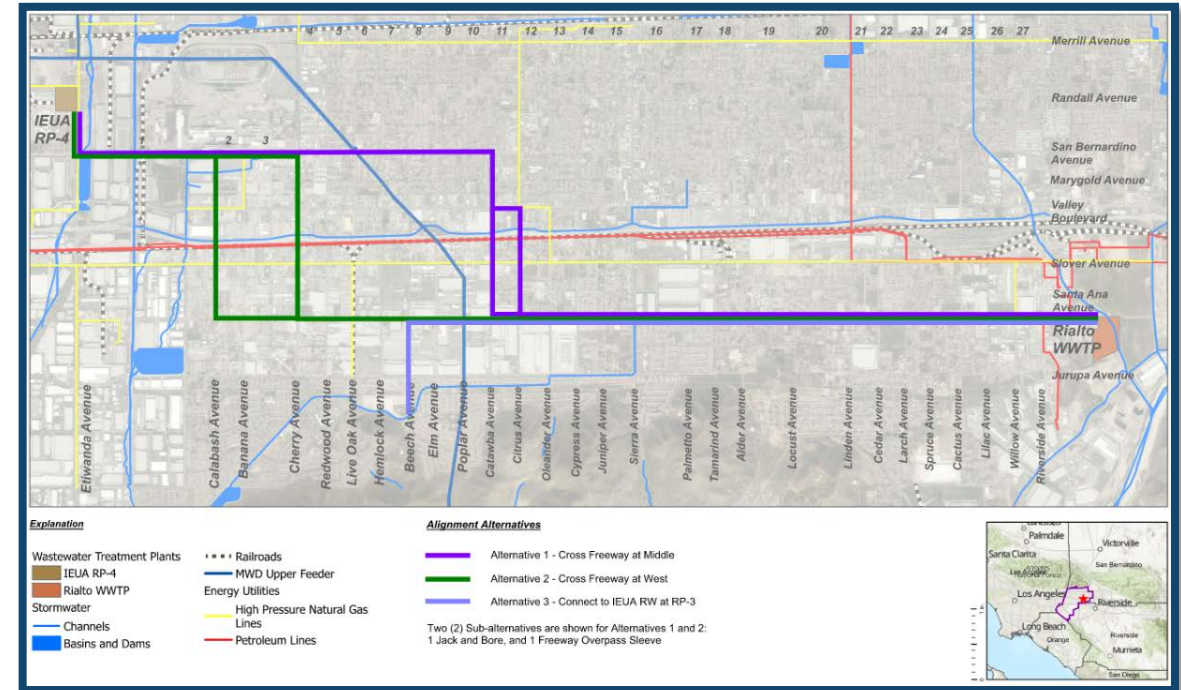
Discharge:
11,800 AFY

Groundwater Recharge:
16,000 AFY

Direct Use:
18,000 AFY

Agreement Terms

- IEUA to design, construct, and operate recycled water facilities with 7,000-acre-foot capacity (i.e., 24" pipeline, pump station, telemetry, interconnection).
- IEUA to have exclusive rights to divert 3,500 acre-feet of Rialto's recycled water into IEUA system between May and October annually.
- The purchase rate of \$275 per acre-feet is established for a period of 50 years.
- IEUA and its partnering agencies have right of first purchase for the remaining six months or future expanded flows at \$400 per acre-feet.
- The rates are subject to annual rate adjustment of 2% or the CPI index, whichever is higher.
- A 20% supply deposit fee will be imposed after execution of this agreement and cease when recycled water deliveries begin. The deposit will be applied to future recycled water purchases.



Terms and Conditions for the Sale of Recycled Water
from the City of Rialto to the Inland Empire Utilities Agency

September 20, 2022

I. Background

- a. Inland Empire Utilities Agency (IEUA) intends to fund the design and construction of an Advanced Water Purification Facility (AWPF) and groundwater injection facilities to beneficially use recycled water to meet water quality objectives in the Chino Basin and provide water supply augmentation benefits associated with its Chino Basin Program (CBP).
- b. Inland Empire Utilities Agency is interested in securing local supplies of tertiary treated recycled water from Rialto and others, along with its own recycled water supplies, for treatment at its AWPF located at the RP-4 treatment plant. IEUA may also choose to use recycled water from Rialto at IEUA's RP-3 spreading basins or in its 1158 Pressure Zone, in-lieu of sending it to RP-4.
- c. The City of Rialto, as agent for the Rialto Utility Authority (hereinafter "Rialto") currently has approximately 6.2 MGD of recycled water produced at its wastewater treatment plant that is discharged to the Santa Ana River. As the City of Rialto grows, it anticipates receiving additional flows up to its maximum treatment plant capacity of 11.7 MGD. Rialto desires to sell a portion of its recycled water to the Inland Empire Utilities Agency.
- d. This agreement provides terms and conditions for the sale and procurement of recycled water and related infrastructure and operations and is entered into between the Rialto and the IEUA, collectively referred to herein as the "parties".

II. Proposed Terms

- a. Recycled Water Purchase Amount and Compensation – Base Supply
 - i. IEUA shall purchase from Rialto 3,500 acre-feet of tertiary treated recycled water at a constant flow rate of 6.2 MGD over a six-month period from May 1 through October 31 of each year ("Base Supply").
 - ii. The purchase of Base Supply shall be on a take-or-pay basis, whereby IEUA shall pay Rialto for all Base Supply offered regardless if IEUA takes delivery of the recycled water. Exceptions to IEUA's take-or-pay obligation include either the following circumstances:
 1. Rialto is unable to meet the 3,500 acre-feet flow obligation required for the operation of IEUA's recycled water AWPF; OR.
 2. Rialto is unable to meet recycled water quality requirements as described in Section II.(f)(iv), below.

For each day in which either of these circumstances occur, an amount of 19.0 acre-feet shall be deducted from the Base Supply amount to determine IEUA's payment obligation.

- iii. The initial purchase price for the Base Supply shall be \$275/acre-foot. The purchase price for the Base Supply shall be adjusted annually commencing one year after the effective date of this agreement by an amount of 2% (two percent), or the year over year percentage increase

Terms and Conditions for the Sale of Recycled Water

from Rialto to IEUA

September 20, 2022

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in the CPI-U All Urban Consumers Riverside-San Bernardino-Ontario Index published by the United States Bureau of Labor Statistics (CPI), whichever is greater.

- iv. In the circumstances of a Force Majeure Event, as defined in Section II.(i)(i), that renders Rialto unable to provide the Base Supply or any material portion thereof, Rialto's obligation shall be excused (or excused as to that material portion) for the duration of the Force Majeure Event, provided however that Rialto shall not sell or otherwise convey any portion of the Base Supply to any other water purveyor during such period.

b. Recycled Water Purchase Amount and Compensation – Optional Supply

- i. IEUA shall have the option and right of first refusal to purchase from Rialto an additional supply of up to 3,500 acre-feet of tertiary treated recycled water available during the six-month period from November 1 to April 1 of each year, or any amount of tertiary treated recycled water supply over 7,000 acre-feet on an annual basis ("Optional Supply").
- ii. The initial purchase price for the Optional Supply shall be \$400/acre-foot. The purchase price for the Optional Supply shall be adjusted annually commencing one year after the effective date of this agreement by an amount of 2% (two percent), or the year over year percentage increase in the CPI or based on the percentage increase of the Metropolitan Water District of Southern California Full Service Untreated Rate, whichever is greater. The purchase of the Optional Supply shall be at the sole discretion of IEUA.
- iii. Should Rialto offer IEUA the Optional Supply, and IEUA elects not to purchase, Rialto may offer the Optional Supply to other third-party buyers. If such an offer to a third-party buyer is made, IEUA will have a first right of refusal to purchase the recycled water included in the offer at the identical price and terms under which Rialto is offering the recycled water to the third-party buyer. Under no circumstances shall the sale of Optional Supply adversely affect IEUA's Option and Right of First Refusal in subsequent years.
- iv. If Rialto determines it has additional recycled water to sell above the Base Supply and Optional Supply amounts, IEUA would have a right of first refusal to purchase the water under the same pricing and terms as the Optional Supply.
- v. In the circumstances of a Force Majeure Event, as defined in Section II.(i)(i), that renders Rialto unable to make available the Optional Supply or any material portion of thereof, Rialto's obligation shall be excused (or excused as to that material portion) for the duration of the Force Majeure Event, provided however that Rialto shall not sell or otherwise convey any portion of the Option Supply to any other water purveyor during such period.

c. Additional Compensation Terms

- i. All payments for Base Supply and Optional Supply purchases shall be made by IEUA to Rialto on a quarterly basis. Base Supply payments shall be on a take-or-pay basis, as described in Section II(a). Optional supply payments shall be based upon metered flow deliveries of recycled water to IEUA.

Terms and Conditions for the Sale of Recycled Water

from Rialto to IEUA

September 20, 2022

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- ii. It is understood the Base Supply purchase price of \$275/acre-foot and Optional Supply purchase price of \$400/acre-foot are discounted in recognition of IEUA's capital investment for conveyance improvements needed to deliver water to IEUA'S RP-4 facility. IEUA and Rialto acknowledge that conveyance and point of delivery alternatives are being evaluated that may materially reduce construction, permitting, or operations and maintenance costs for recycled water conveyance to IEUA. Should a mutually agreeable alternative that provides material cost savings relative to the currently proposed RP-4 delivery infrastructure be identified and implemented, IEUA and Rialto shall negotiate in good faith an increase in price for the Base Supply and Optional Supply or other consideration that reflects a shared benefit of the conveyance cost savings.
- iii. IEUA will provide Rialto an amount of up to \$1,000,000 (one million dollars) for the construction of one groundwater well adjacent to the Santa Ana River, or the construction of a gravity pipeline from the bottom of the future Lake Rialto sufficient to satisfy Rialto's obligation for discharge into the Santa Ana River ("HCP supply project"). The selection of the HCP supply project shall be at the sole discretion of Rialto. Upon the completion of the HCP supply project, Rialto shall present a full cost accounting to IEUA for review and approval to determine the final amount of compensation.
- iv. Upon the effective date of this agreement until the commencement of delivery of recycled water from Rialto to IEUA, a Supply Deposit fee shall be paid by IEUA to Rialto. The Supply Deposit fee shall be in recognition of the time that may elapse between the effective date of this agreement and the commencement of recycled water deliveries from Rialto to IEUA. Payment of the Supply Deposit fee is not conditioned upon Rialto's prior satisfaction of its obligation to obtain water diversion permits under Section II.(e)(vii). Rialto may enter into one-time or short-term recycled water sales or other conveyances to third parties during the period it is receiving the Supply Deposit provided no such sale or conveyance will prevent or materially impair Rialto's ability to provide the Base Supply to IEUA upon the date IEUA begins to take recycled water under the agreement. The fee payment made by IEUA to Rialto shall be based upon the Base Supply purchase price of \$275/acre-foot, escalated annually in accordance with Section II.(a)(iii), multiplied by twenty percent (20%) of the Base Supply amount, or 700 acre-feet. Payments shall be made to Rialto on a quarterly basis and escalated annually on the anniversary of the effective date of this agreement.
 - 1. Upon the commencement of delivery of recycled water from Rialto to IEUA, the Supply Deposit payment shall cease and IEUA shall pay Rialto the full amount for deliveries pursuant Section II.(a), less a 20% credit for the Supply Deposit. IEUA's quarterly payments to Rialto shall be reduced by 20% until the total Supply Deposit amount previously paid by IEUA to Rialto is fully credited.
 - 2. Should IEUA's AWPf not be constructed or if the agreement is terminated in accordance with Section II.(h)(i), Supply Deposit payments made to Rialto shall not be refundable to IEUA. The exception to this provision would be a Force Majeure as provided in Section II.(i)(i). Under such circumstances, IEUA would be eligible to be

Terms and Conditions for the Sale of Recycled Water
from Rialto to IEUA
September 20, 2022
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refunded 50% of Supply Deposit payments received by Rialto subject to a repayment plan mutually agreed-to by the parties.

d. Facilities and Ownership

- i. The proposed facilities to be constructed and operated by IEUA generally consist of an approximately 550 HP pump station and associated site piping and appurtenances located at the Rialto Wastewater Treatment Plant (RWWTP) in Rialto (hereinafter referred to as "Pump Station") and eleven (11) miles of 24-inch conveyance piping through the cities of Rialto, Fontana, and Rancho Cucamonga to convey the tertiary recycled water from RWWTP to the IEUA's RP4 wastewater treatment facility (hereinafter referred to as "Conveyance").
- ii. IEUA will have full ownership of the Pump Station and Conveyance facilities.
- iii. The Pump Station will be cited within the property of the RWWTP at a location mutually agreed to by the parties, with the Point of Connection (POC) established at the current RWWTP tertiary effluent discharge.

e. Design, Permitting and Construction

- i. IEUA shall be responsible for design, permitting and construction of the Pump Station and Conveyance facilities and all associated costs shall be the responsibility of IEUA.
- ii. The Pump Station shall be designed and constructed to engineering standards determined by IEUA and shall not materially interfere with the operations of the RWWTP.
- iii. IEUA shall prepare and submit to Rialto a preliminary engineering report, final design plans and specifications and bid documents for the Pump Station for review and approval. Rialto shall review these submittals and provide timely comments to IEUA for incorporation, as appropriate, into final documents.
- iv. Upon approval of the preliminary engineering report, Rialto shall convey to IEUA the following at no cost:
 1. Such agreements (inclusive of leases, licenses or easements as Rialto shall determine are most appropriate) for the Pump Station site and for the portion of the Conveyance within the RWWTP, including full ingress and egress rights for long-term operation and maintenance during the term of the agreement.
 2. A temporary construction easement and materials storage area to be utilized by IEUA during construction.

In addition, Rialto shall provide IEUA the following:

1. A sub-metered electrical connection point suitable to provide power to the Pump Station.
2. A secured connection to the operating telemetry of the RWWTP.

Costs for electrical service sub-metering and telemetry connection hardware and software shall be the responsibility of IEUA.

Terms and Conditions for the Sale of Recycled Water

from Rialto to IEUA

September 20, 2022

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- v. Upon execution of the construction contract, IEUA shall be responsible for the management of the contractor and inspection of all facilities under construction. IEUA shall coordinate with Rialto during the construction of the Pump Station, on-site Conveyance piping and interconnection with RWWTP facilities. IEUA shall include Rialto's designated representatives in contractor coordination meetings, as requested. Rialto may also provide separate construction inspection at its expense.
 - vi. IEUA shall coordinate with Rialto to ensure the construction contractor carries appropriate forms of insurance and implements safety program measures and other provisions to adequately protect Rialto against any and all claims associated with the construction of the Pump Station not caused by Rialto's negligence.
 - vii. Prior to the commencement of construction, Rialto shall secure any needed water diversion permits from the State Water Resources Control Board (SWRCB) for the delivery of recycled water to IEUA. Any recycled water flow requirements imposed by the SWRCB for compliance with the Upper Santa Ana River HCP shall be the responsibility of Rialto.
 - viii. It is understood that construction of facilities will occur in Rialto rights-of-way, streets, easements and on Rialto fee owned properties. Rialto will cooperate with IEUA to ensure other future Rialto construction projects will not interfere with IEUA's construction schedule. This includes Rialto Street paving projects, and potential paving moratoriums.
- f. Operations and Water Quality
- i. IEUA shall be responsible for all operations and maintenance of the Pump Station and Conveyance facilities, including conducting routine operations, maintenance, and repairs of IEUA owned facilities on the RWWTP site and remote operations through telemetry systems. IEUA operations staff shall routinely coordinate and communicate with RWWTP staff on Pump Station operations.
 - ii. All costs associated with operations and maintenance of the Pump Station and Conveyance facilities shall be the sole responsibility of IEUA.
 - iii. All flows of recycled water delivered to IEUA shall be treated to tertiary standards and compliant with all NPDES discharge permit requirements in effect for the RWWTP. RWWTP staff shall immediately inform IEUA of any process upsets or other conditions at the RWWTP resulting in, or that may result in, recycled water quality that is not compliant with RWWTP NPDES discharge permit requirements ("non-compliant water"). Upon such notification, IEUA may discontinue taking flows into the Pump Station and shall have no obligation to purchase non-compliant water.
 - iv. The parties acknowledge that failure of Rialto to promptly notify IEUA of non-compliant water may result in damage to or permit violation for IEUA's recycled water facilities. Under such circumstances, Rialto's liability would be limited to fines imposed upon IEUA directly related to the non-compliant water and the reasonable cost incurred by IEUA of such additional water treatment mandated by a governmental entity of competent jurisdiction, but not exceeding payments already received by Rialto from IEUA.

Terms and Conditions for the Sale of Recycled Water

from Rialto to IEUA

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- v. IEUA, with the concurrence of Rialto, may elect to contract with Rialto or its RWWTP operator to provide certain operations and maintenance services. Such services would be the subject of a separate agreement.
- g. Use of Facilities for Delivery to Third Parties
 - i. The parties acknowledge that the Pump Station and Conveyance facilities may, by mutual agreement, provide existing excess capacity or be upsized in the future to provide additional capacity to distribute and sell additional recycled supplies beyond those needed and purchased by IEUA to third-parties. Any such arrangement to use or expand capacity would be subject to a separate agreement among the parties and would set forth terms including but not limited to the equitable allocation of Pump Station and Conveyance infrastructure expansion costs; use of infrastructure constructed by, owned, and operated by IEUA; and the sharing of water sales revenue resulting from third-party sales.
- h. Term and Termination
 - i. The term of the proposed agreement is fifty (50) years commencing with an effective date of (date) and ending date of (date). The parties may terminate the agreement at any time by mutual written consent.
 - ii. Should IEUA not commission the AWPf and commence taking full deliveries of recycled water from Rialto within ten (10) years of the effective date of this agreement, Rialto may terminate the agreement at its sole discretion without further obligation. Under such circumstances, Supply Deposit payments made to Rialto by IEUA up to the date of termination shall not be refundable.
 - iii. Upon termination of the agreement, IEUA shall be responsible for the removal of all above ground facilities associated with the Pump Station and shall restore the site to its original condition. All below ground facilities shall remain in place and become the property of Rialto.
 - iv. At its sole discretion, Rialto may elect not to have IEUA remove the Pump Station or restore the site. Under such circumstance, The Pump Station, on-site Conveyance piping and appurtenant facilities shall become the property of Rialto and IEUA shall have no further obligations.
- i. Force Majeure Event.
 - i. For the purposes of the agreement a Force Majeure Event shall be defined as an event beyond the control of the effected party that prevents full or materially significant implementation of that party's obligation, including acts of God, war, hostilities, invasion, rebellion, embargos, strikes, slow-downs and labor lockouts (other than those directly related to a party), pandemics, and acts or threats of terrorism.


Terms and Conditions for the Sale of Recycled Water
from Rialto to IEUA
September 20, 2022
Page 7

This Term Sheet contains the details for the water resources partnership of the Parties and there are no other promises or conditions in any other agreement oral or written.


NOW, THEREFORE, as evidenced by the signatures that follow, IEUA and Rialto mutually agree to the Term Sheet as of the date(s) shown below:

INLAND EMPIRE UTILITIES AGENCY:

Approved By:

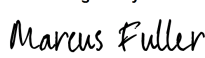
DocuSigned by:

EAD800E4E0B34DA... 10/26/2022
Shivaji Deshmukh, P.E. Date
General Manager

Approved as to Legal Form:


DocuSigned by:

A076563EA59D43E... 10/26/2022
Jean Cihigoyenetché Date
Legal Counsel

CITY OF RIALTO:

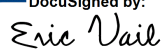
Approved By:

DocuSigned by:

42EA96164706432... 10/24/2022
Marcus Fuller Date
City Manager

Attested By:

DocuSigned by:

A043D01A373F4DE... 10/25/2022
Barbara McGee Date
City Clerk

Reviewed as to Legal Form:

DocuSigned by:

39B66049776C4FE... 9/22/2022
Eric Vail Date
City Attorney

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Regional Sewerage Program Policy Committee Meeting

AGENDA

Thursday, February 2, 2023

3:30 p.m.

Teleconference Call

To prevent the spread of COVID-19, the Regional Sewerage Program Policy Committee Meeting will be held remotely by teleconference.

Teams Conference Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTMyZTdMnZltNjBiMC00NmZmLTkzOWYtOTdmZDc5MDIwNGQw%40thread.v2/0?context=%7b%22Tid%22%3a%224c0c1e57-30f3-4048-9bd2-cd58917dcf07%22%2c%22Oid%22%3a%22e1bc1283-cd05-48d8-a67b-d2365bb08cc2%22%7d

Teleconference: 1-415-856-9169/Conference ID: 214 918 877#

This meeting will be conducted virtually by video and audio conferencing. There will be no public location available to attend the meeting; however, the public may participate and provide public comment during the meeting by calling the number provided above. Alternatively, you may email your public comments to Recording Secretary Laura Mantilla at lmantilla@ieua.org no later than 24 hours prior to the scheduled meeting time. Your comments will then be read into the record during the meeting.

Call to Order/Flag Salute

Roll Call

Public Comment

Members of the public may address the Committee on any item that is within the jurisdiction of the Committee; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code.
Comments will be limited to three minutes per speaker.

(Continued)

Additions to the Agenda

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

- 1. Technical Committee Report (Oral)**
- 2. Action Item**
 - A. Approval of November 3, 2022 Policy Committee Meeting Minutes
- 3. Informational Items**
 - A. Regional Contract Negotiation Update (Oral)
- 4. Receive and File**
 - A. Building Activity Report
 - B. Recycled Water Distribution – Operations Summary
 - C. Operations and Maintenance Department Quarterly Update
- 5. Other Business**
 - A. IEUA General Manager's Update
 - B. Committee Member Requested Agenda Items for Next Meeting
 - C. Committee Member Comments
 - D. Next Meeting – TBD

Adjourn

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant of the Inland Empire Utilities Agency*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at www.ieua.org at least seventy-two (72) hours prior to the meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Laura Mantilla at (909) 993-1944 or lmantilla@ieua.org 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

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Building Activity Report - YTD Fiscal Year 2022/23



Legend

Service Area

Unincorporated

Residential

<=1.0

1.0 - 10.0

>10.0

Commercial

<=1.0

1.0 - 10.0

>10.0

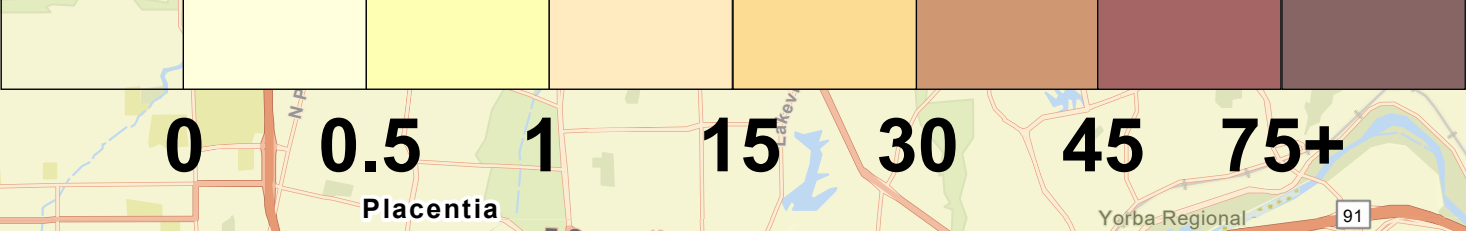
Industrial

<=1.0

1.0 - 10.0

>10.0

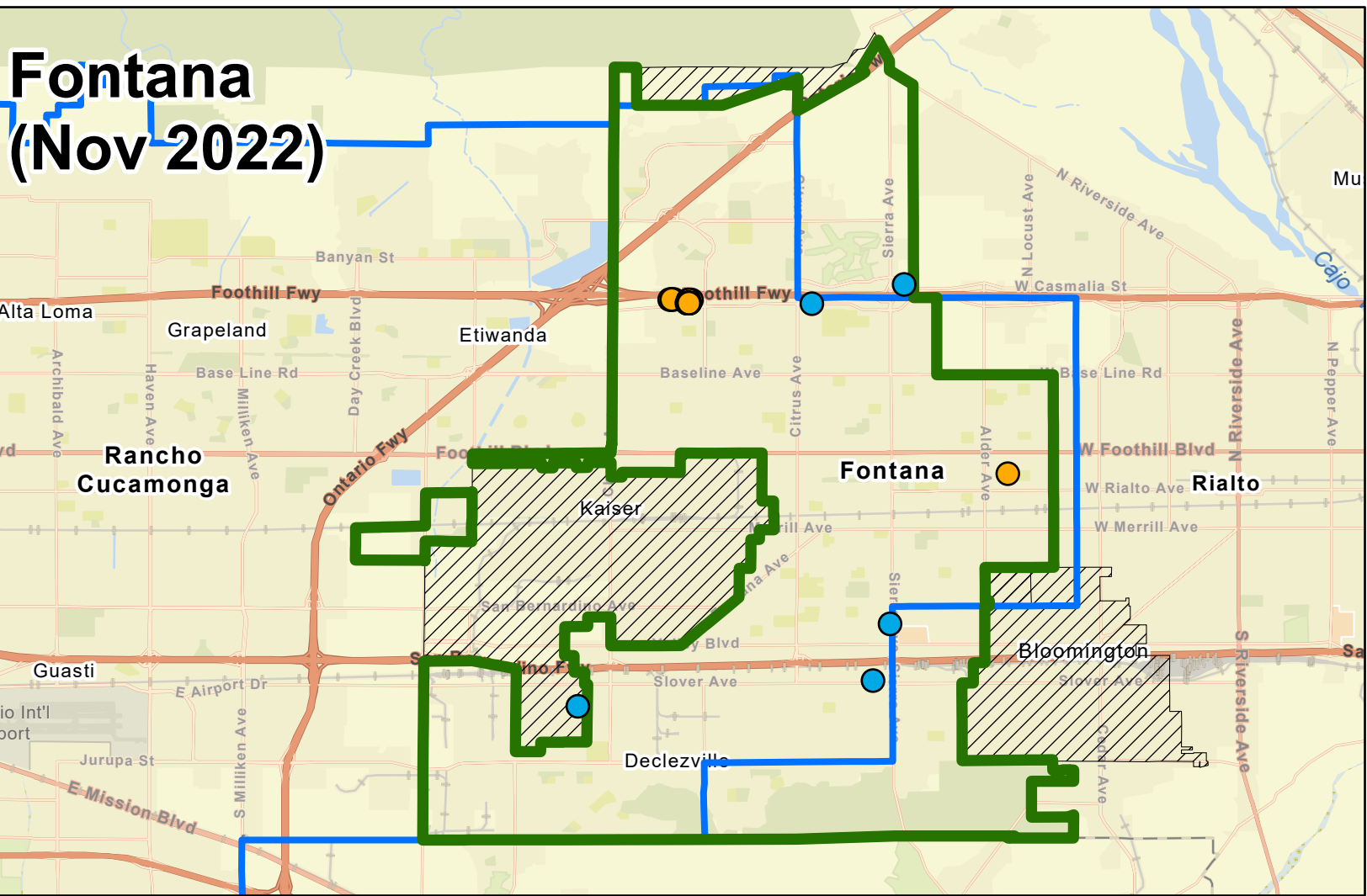
HALF MILE GRID: TOTAL EDU's (YTD)



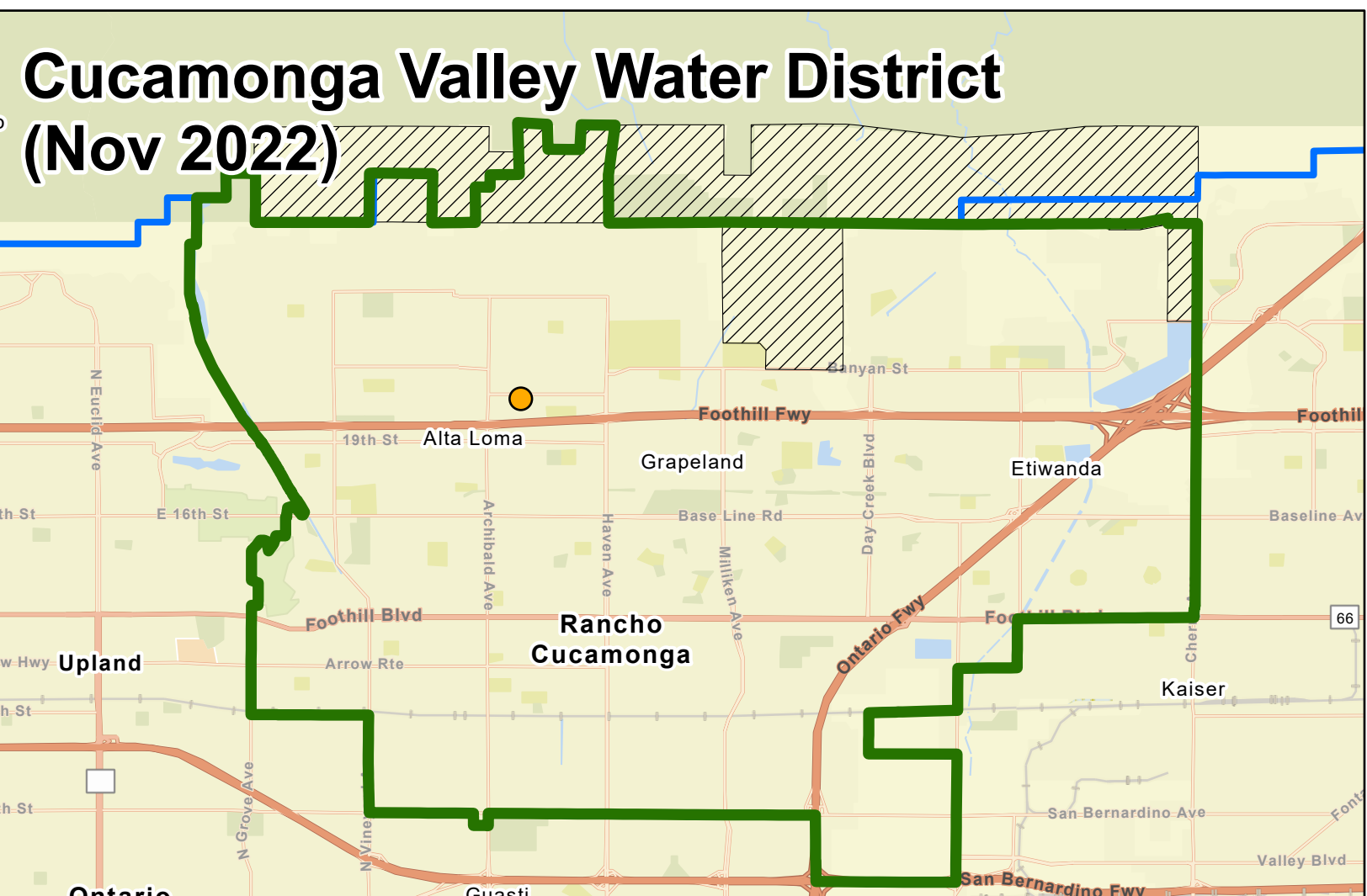
TOTAL EDU BY WASTEWATER CONNECTION TYPE (YTD)

Contracting Agency	YTD Actual				Projected
	Commercial (EDUs)	Industrial (EDUs)	Residential (EDUs)	Total (EDUs)	
Chino	22	0	41	63	434
Chino Hills	11	0	0	11	19
CVWD	19	0	3	22	2050
Fontana	41	2	203	246	962
Montclair	19	7	0	26	474
Ontario	30	148	170	348	3780
Upland	12	0	47	59	340
Total	155	157	464	776	8059

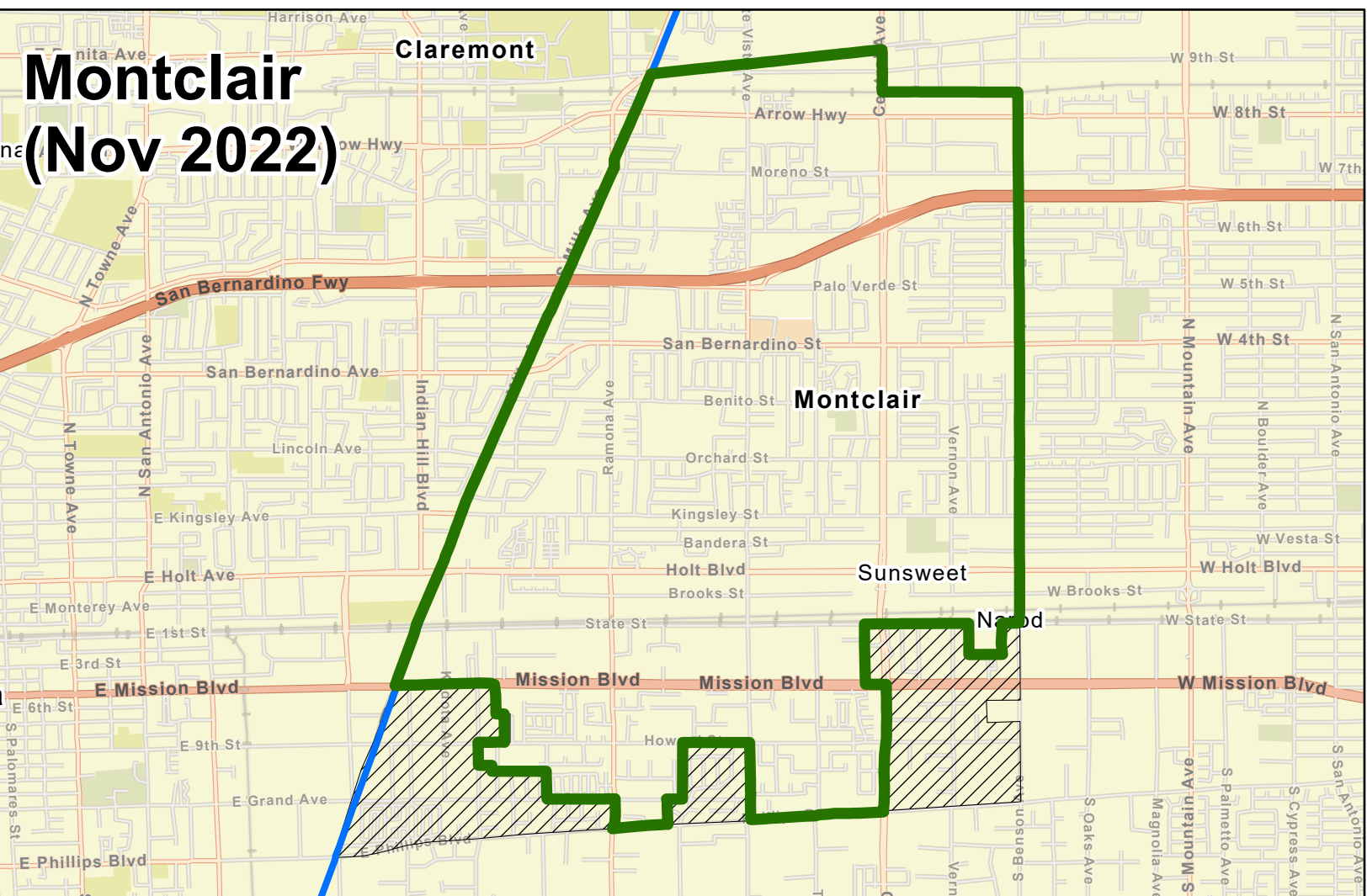
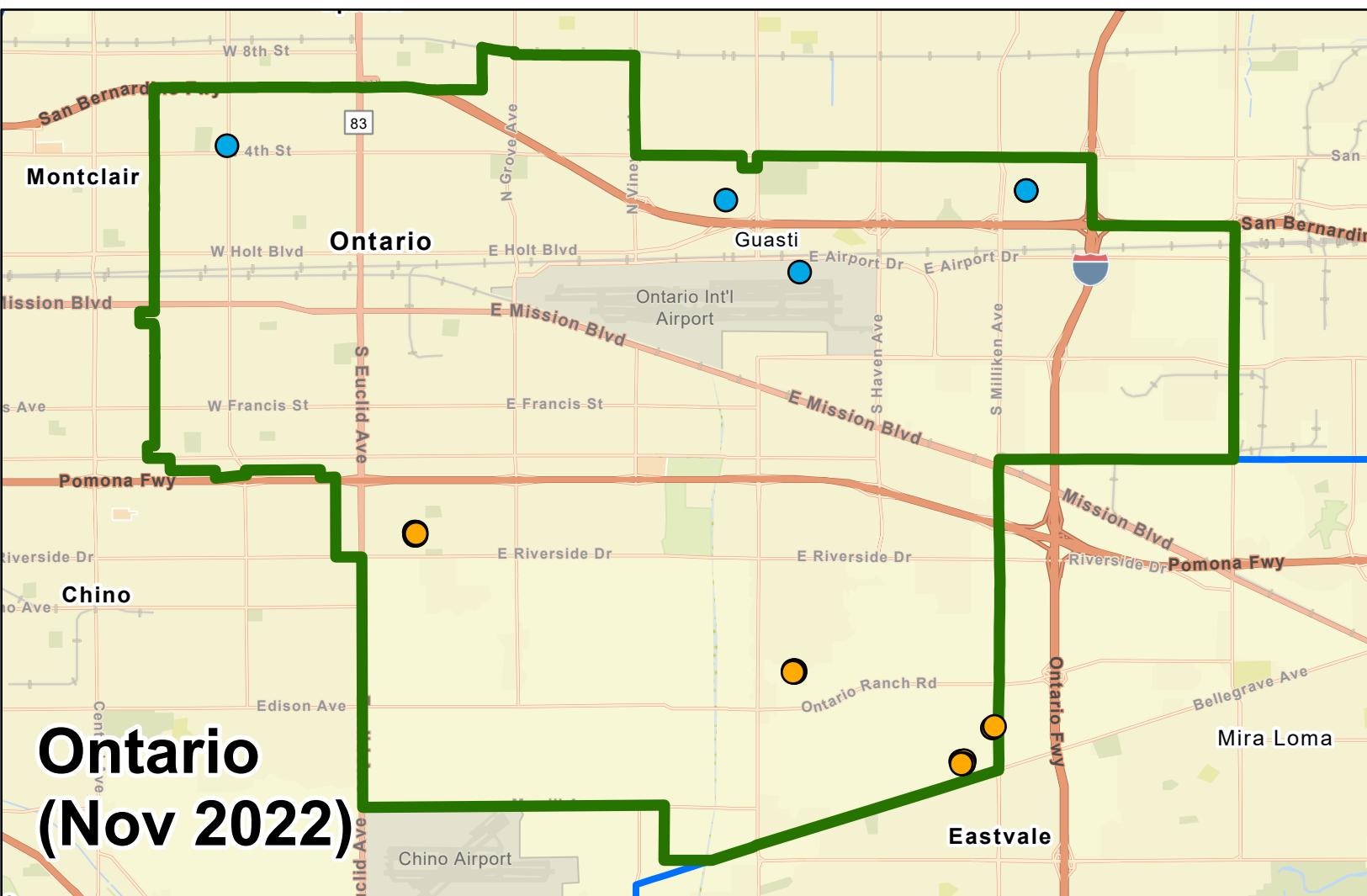
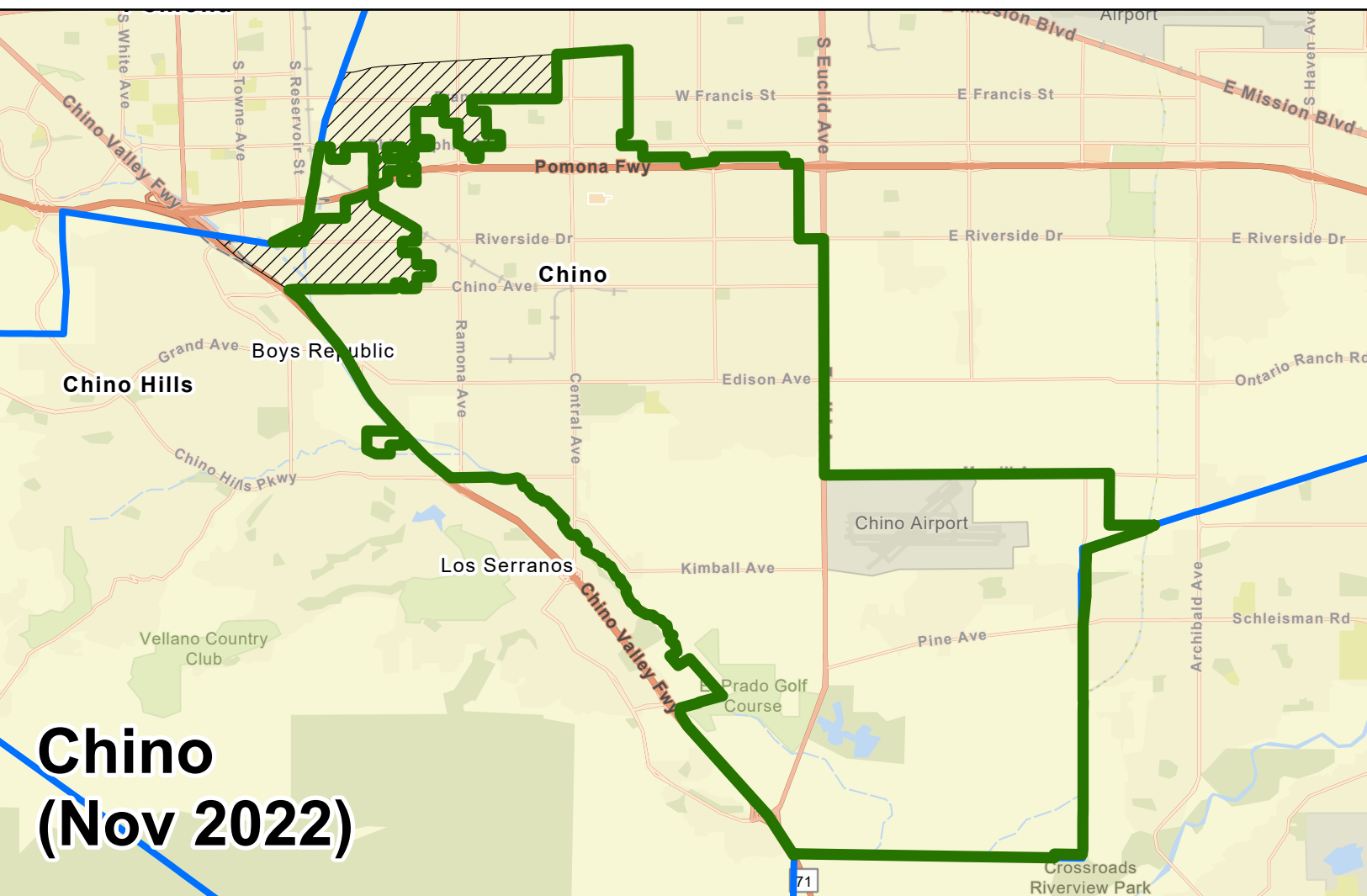
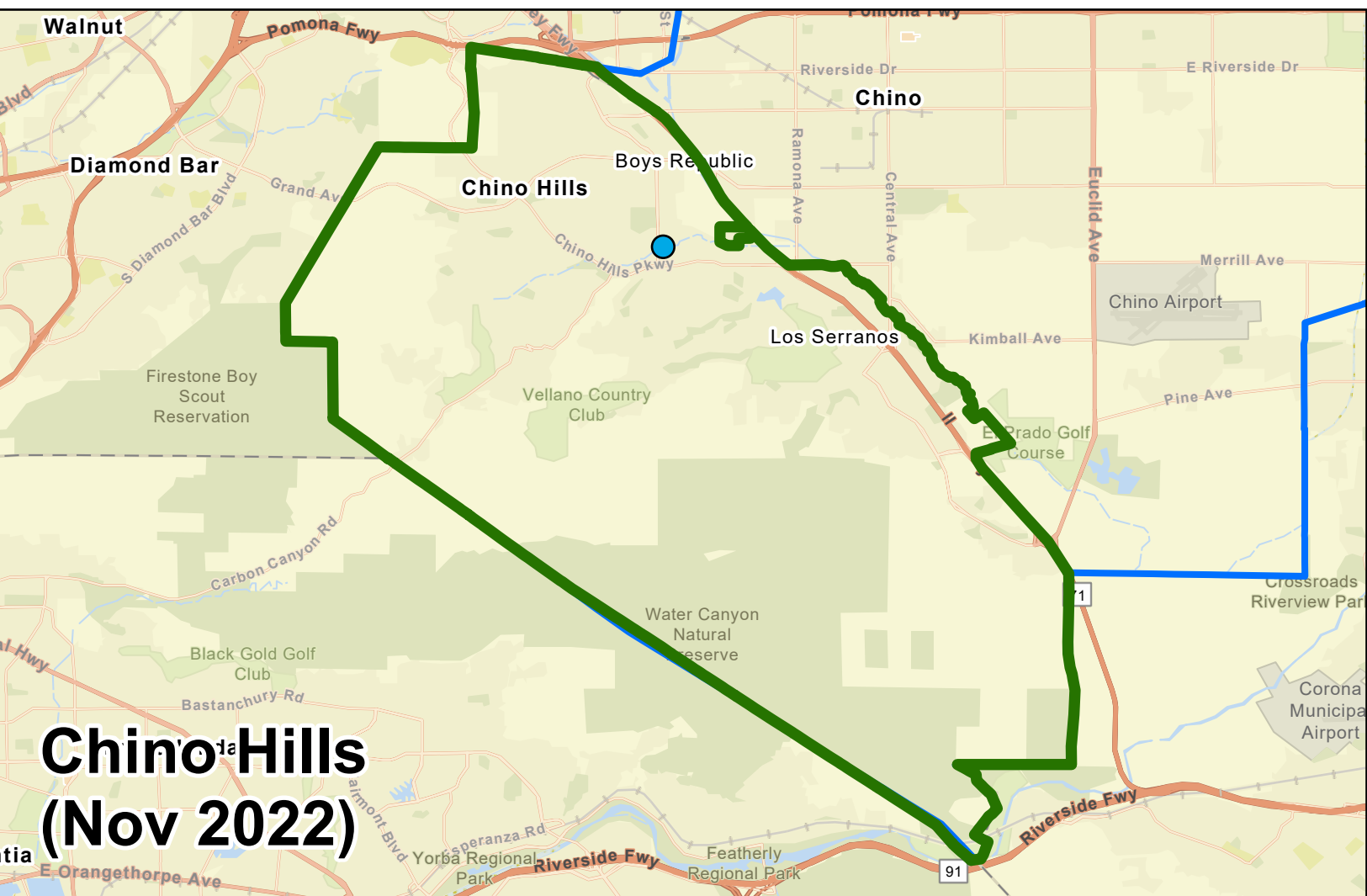
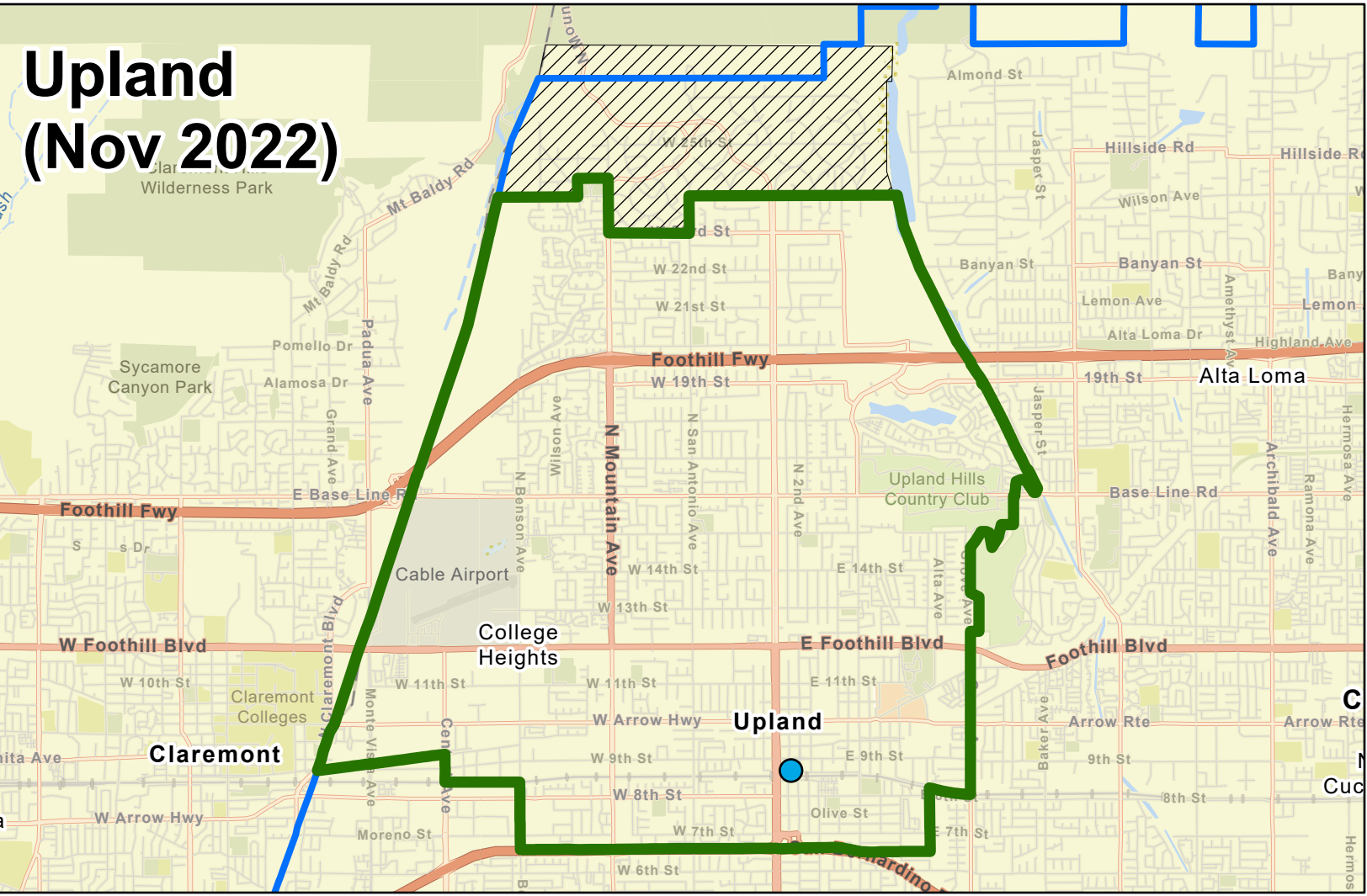
Fontana (Nov 2022)



Cucamonga Valley Water District (Nov 2022)



Upland (Nov 2022)



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3C

IEUA RECYCLED WATER DISTRIBUTION – DECEMBER 2022

TOTAL ALL PLANTS

Influent: 51.9 MGD

Delivered: 24.8 MGD

Percent Delivered: 48%

Preliminary Deliveries

RW GWR: 14.9 MGD

RW Direct Use: 9.9 MGD

RP-4

Delivered: 7.9 MGD

RP-1

Delivered: 12.6 MGD

CCWRF

Delivered: 3.0 MGD

RP-5

Delivered: 1.3 MGD

<u>Delivered For Groundwater Recharge</u>			
Storm/Local Runoff:	22.7	MGD	2,161 AFM
Imported Water:	0	MGD	0 AFM
<u>Recycled Water:</u>	<u>14.9</u>	<u>MGD</u>	<u>1,422 AFM</u>
Total:	37.6	MGD	3,583 AFM

Creek Discharges

Prado Park (001):	4.4 MGD	419 AFM
RP-1 (002):	13.5 MGD	1,285 AFM
RP-5 (003):	4.5 MGD	428 AFM
<u>CCWRF (004):</u>	<u>4.7 MGD</u>	<u>447 AFM</u>
Total:	27.1 MGD	2,579 AFM

Recycled Water Recharge Deliveries - December 2022 (Acre-Feet)

Basin	12/1-12/3	12/4-12/10	12/11-12/17	12/18-12/24	12/25-12/31	Month Actual	FY To Date Actual	Deliveries are draft until reported as final and do not include evaporative losses.	
Ely	0.0	0.0	0.0	0.0	0.0	0.0	137		
Banana	0.0	19.0	0.0	14.0	0.0	33.0	608		
Hickory	0.0	0.0	0.0	0.0	0.0	0.0	131		
Turner 1&2	0.0	0.0	0.0	0.0	0.0	0.0	149		
Turner 3&4	0.0	0.0	0.0	0.0	0.0	0.0			
8th Street	0.0	17.4	0.0	0.0	0.0	17.4	819		
Brooks	17.1	33.8	13.8	30.3	13.9	108.9	557		
RP3	101.9	244.7	220.4	248.9	257.0	1,072.9	4324		
Declez	0.0	0.0	0.0	0.0	5.2	5.2	34		
Victoria	20.8	33.1	18.1	30.3	20.4	122.7	398		
San Sevaine	20.9	39.3	4.5	15.5	40.4	120.6	2075		
Total	160.7	387.3	256.8	339.0	336.9	1,480.7	9,231	8,725	AF previous FY to day actual

