



Board of Directors Agenda Meeting
Tuesday, September 27, 2022 at 1:00 PM
Valley Sanitary District Board Room,
45-500 Van Buren St, Indio, CA
999 N Pacific St #B103, Oceanside, CA
300 J Street, Sacramento, CA

Valley Sanitary District is open to the public and board meetings will be conducted in person. In addition to attending in person, members of the public may view and participate in the meeting via the following

Zoom link:<https://us06web.zoom.us/j/86522277276>

Meeting ID: 865 2227 7276

To address the Board of Directors during the virtual live session via zoom, please email the Clerk of the Board at hgould@valley-sanitary.org or, alternatively, during the specific agenda item or general comment period (i.e. non-agenda items), please use the "raise your hand" function in zoom in order to be recognized by the Clerk of the Board in order to provide comments in real time.

The Clerk of the Board will facilitate to the extent possible any email requests to provide oral testimony that are sent during the live meeting. Members of the public may provide Oral testimony in person or during the virtual live session and are limited to three minutes each. To address the Board in person please complete speaker request card located at in the Board Room and give it to the Clerk of the Board.

If you are unable to provide comments during the meeting, written public comments on agenda or non-agenda items may be submitted by email to the Clerk of the Board at hgould@valley-sanitary.org. **Written comments must be received by the Clerk of the Board no later than 11:00 a.m. on the day of the meeting.**

Page

1. CALL TO ORDER

1.1. Roll Call


1.2. Pledge of Allegiance


2. PUBLIC COMMENT





This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.




3. CONSENT CALENDAR

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- 3.1. Approve Minutes for September 13, 2022, Special Meeting 7 - 11
[3.1 13 Sep 2022 Meeting Minutes.pdf](#) 

- 3.2. Approve Warrants for September 8 through September 21, 2022 12 - 13
[3.2 Warrants for Sept 27, 2022.pdf](#) 

- 3.3. Monthly Financial Report for August 30, 2022 14 - 19
[3.3 Staff Report Monthly Financial Report for Aug 2022.pdf](#) 
[3.3 Attachment A Monthly Income Statement - August 2022.pdf](#) 
[3.3 Attachment B Monthly Budget Variance Report.pdf](#) 
[3.3 Attachment C Summary of Cash and Investments - August 2022.pdf](#) 

- 3.4. Receive and File Credit Card Report for August 30, 2022 20 - 29
[3.4 Staff Report Credit Card Statement August 2022.pdf](#) 
[3.4 Attachment A Credit Card Transaction August 2022.pdf](#) 
[3.4 UMPQUA Credit Card Statement August_Redacted.pdf](#) 

- 3.5. Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, Per District Policy, in the Amount of \$1,000 30 - 42

[3.5 Staff Report Marshall Tuition Reimbursement.pdf](#) 

[3.5 Attachment A Tuition Reimbursement FY 2023.pdf](#) 

[3.5 Attachment B Transcript.pdf](#) 

[3.5 Attachment C Payment August 13 2022.pdf](#) 

[3.5 Attachment D Payment July 18 2022.pdf](#) 

[3.5 Attachment E June 28 2022.pdf](#) 


[3.5 Attachment F Student Account.pdf](#) 

4. PUBLIC HEARING

Conduct a Public Hearing to Discuss Amending Sewer Construction and Use Ordinance No. 2022-121 and Rescinding of Sewer Construction and Use Ordinance No. 2010-118

- 4.1. Adopt Ordinance No. 2022-121 Amending Sewer Construction and Use Ordinance and Rescind Ordinance No. 2010-118 43 - 114

[4.1 Staff Report Adoption of SUO No 2022-121.pdf](#) 

[4.1 Attachment A VSD Sewer Construction and Use Ordinance No 2022-121.pdf](#) 

5. NON-HEARING ITEMS

- 5.1. Adopt Resolution No. 2022-1170 Amending and Updating the Maximum Concentration Limits for Wastewater Discharges 115 - 118

[5.1 Staff Report Resolution 2022-1170 Local Limits.pdf](#) 

[5.1 Attachment A Resolution 2022-1170 Maximum Concentration Limits.pdf](#) 


- 5.2. Authorize the General Manager to Issue a Purchase Order for Fuel Tank Repairs in an Amount Not to Exceed \$182,321.06 119 - 126

[5.2 Staff Report Diesel Tank and Fuel Management System.pdf](#) 

[5.2 Attachment A Orange Coast Quote.pdf](#) 

- 5.3. Authorize the General Manager to Execute a Contract with Trimax to Replace Plant Blower System Master Control Panel and Three Local Control Panel Programmable Logic Controllers (PLC) in an Amount Not to Exceed \$86,110 127 - 130

[5.3 Staff Report Trimax Electrical Work.pdf](#) 

[5.3 Attachment A E-13285 Blower & LCP Upgrade Sales Quotation.pdf](#) 

- 5.4. Authorize the General Manager to Execute a Contract with Trimax to Replace Programmable logic Controller (PLC) Central Processing Unit and Input/Output Modules for PLC600 and PLC 460 in an Amount Not to Exceed \$102,975 131 - 138


[5.4 Staff Report Trimax plc 600 plc 460.pdf](#) 

[5.4 Attachment A E-13282 PLC 600 Sales Quotation.pdf](#) 

[5.4 Attachment B E-13122 PLC 460 Sales Quotation.pdf](#) 

[5.4 Attachment C Sole Source Form.pdf](#) 

- 5.5. Authorize the General Manager to Negotiate and Execute a Sewer Service Agreement Between the District and the Cabazon Band of Cahuilla Indians 139 - 171

[5.5 Staff Report Cabazon BCI Sewer Service Agreement 2022.pdf](#) 

[5.5 Attachment A Sewer Services Agreement with CBCI 2022.pdf](#) 


[5.5 Attachment B CBMI Sewer Services Agreement 1985.pdf](#) 

[5.5 Attachment C Prop 218 Mailer 2021.pdf](#) 

- 5.6. Approve Third Amendment to the Employment 172 - 174

Agreement with Beverli A. Marshall, General Manager, Increasing the General Manager's Salary to Reflect the Cost-of-Living Adjustment Pursuant to Section 3 of the Agreement

[5.6 Staff Report Marshall Employment Agreement Amendment 3.pdf](#) 

[5.6 Attachment A Amendment 3 to GM Employment Agreement.pdf](#) 

5.7. Adopt Resolution No. 2022-1171 Amending the Valley Sanitary Wage Schedule Effective July 1, 2022, and Rescind Resolution No. 2022-1163

175 - 181

[5.7 Staff Report Amend Biweekly Wage Schedule.pdf](#) 

[5.7 Attachment A Resolution 2022-1171.pdf](#) 

[5.7 Attachment B Amended Wage Schedule 091322.pdf](#) 

6. GENERAL MANAGER'S ITEMS

7. COMMITTEE REPORTS

8. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

8.1. Verbal Report on Special District Leadership Academy in Napa, California

9. INFORMATIONAL ITEMS

10. PUBLIC COMMENT

This is the time set aside for public comment on any item to be discussed in Closed Session. Please notify the Clerk of the Board in advance of the meeting if you wish to speak on an item.

11. CONVENE IN CLOSED SESSION

Items discussed in Closed Session comply with the Ralph M. Brown Act.

11.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: General Manager

12. CONVENE IN OPEN SESSION

Report out on Closed Session items.

13. ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING
September 13, 2022**

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, August 30, 2022, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

President Sear called the meeting to order at 1:00 p.m.

1.1 Roll Call

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, Holly Gould, Jeanette Juarez, Ron Buchwald, Dave Commons, Anna Bell, Carlos Acevedo, Scott Graham, Craig Hayes, Best Best & Krieger, and Bob Hargreaves, Best Best & Krieger

Guest Present:

Jim Dunbar, Lystek International

1.2 Pledge of Allegiance

1.3 September Employee Anniversaries

- Scott Graham, Wastewater Operator II – 32 Years
- Carlos Acevedo, Collection System Technician I – 1 Year

The Board of Directors thanked Scott and Carlos for their years of service and dedication to the District.

2. PUBLIC COMMENT

Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item or any item not appearing on the agenda.

Jim Dunbar of the CASA Scholarship Committee thanked the District for participating in the Scholarship Program. He announced that CASA was able to give out four scholarships this year.

3. CONSENT CALENDAR

3.1 Approve Minutes for August 30, 2022, Special Meeting

1

Board Meeting of September 13, 2022

Approved:

- 3.2 Approve Warrants for August 25, 2022, through September 6, 2022
- 3.3 Quarterly Investment Report for Period Ending June 30, 2022
- 3.4 Cancel Regular Community Engagement Committee Meeting on Tuesday, September 20, 2022, Due to Committee Members Attending the Special District Leadership Academy in Napa, CA

Jeanette Juarez, Chief Administrative Officer, gave an update on the Quarterly Investment Report.

ACTION TAKEN:

MOTION: Director Duran motioned to approve the consent calendar as presented. Director Teague seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2022-3227

4. NON-HEARING ITEMS

- 4.1 Presentation by Lystek on Potential Biosolids Management Project

Jim Dunbar of Lystek International gave a presentation to the Board about what Lystek does and how it could benefit the District with its biosolids management and disposal. Currently, VSD budgeted \$200,000 for hauling dewatered biosolids to Arizona. The Lystek system reduces those costs by converting wastewater biosolids into high-value, nutrient-rich biofertilizer. Mr. Dunbar explained what a VSD-Lystek partnership would look like including marketing and land application services, infrastructure, and timeline. The Board directed staff to bring more information, including cost analysis, so they could continue to discuss the project.

- 4.2 Adopt Resolution No. 2022-1169 Adopting the Valley Sanitary District Investment Policy and Rescinding Resolution No. 2021-1151

California Government Code Section 53646 requires that all public agencies adopt an investment policy and that the policy be reviewed and approved annually. On August 16, 2022, the Board approved Resolution No. 2022-1167. Due to a duplication in the resolution number, this item needs to be readopted with Resolution No. 2022-1169.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT ADOPTING THE DISTRICT’S INVESTMENT POLICY AND RESCINDING RESOLUTION NO. 2021-1151”

ACTION TAKEN:

MOTION:

Vice President Canero motioned to adopt Resolution No. 2022-1169, amending the Valley Sanitary District Investment Policy and rescinding Resolution No. 2021-1151. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

RESOLUTION NO. 2022-1167

- 4.3 Consideration of Proposed Sewer Construction and Use Ordinance No. 2022-121; Rescission of Sewer Construction and Use Ordinance No. 2010-118 and Setting a Public Hearing Date to Receive and Consider Public Comments

The Board set a public hearing date for September 27, 2022, to consider the proposed Sewer Construction and Use Ordinance No. 2022-121 and rescind Ordinance No. 2010-118.

ACTION TAKEN:

MOTION:

Vice President Coleman motioned to set a public hearing date for September 27, 2022, to consider the proposed Sewer Construction and Use Ordinance No. 2022-121 and rescind Ordinance No. 2010-118. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3229

- 4.4 Approve Third Amendment to the Employment Agreement with Beverli A. Marshall, General Manager, Increasing the General Manager’s Salary to Reflect the Cost-of-Living Adjustment Pursuant to Section 3 of the Agreement

This item continued to the next board meeting on September 27, 2022.

- 4.5 Adopt Resolution No. 2022-1170 Amending the Valley Sanitary Wage Schedule Effective July 1, 2022, and Rescind Resolution No. 2022-1163

This item continued to the next board meeting on September 27, 2022.

5. GENERAL MANAGER’S ITEMS

- 5.1 Monthly General Manager’s Report – July 2022

Beverli gave an update on the rain event on September 9, 2022. The plant reached a peak flow of 13.5 MGD, which the plant handled well. The rain affected the thermocouple on the flare that the staff

resolved. The Barrymore lift station also gave a high water alarm. By the time staff arrived, the water had receded without incident.

6. COMMITTEE REPORTS

6.1 EVRA Board Meeting – September 6, 2022

Secretary/Treasurer Coleman reported on the East Valley Reclamation Authority meeting on September 6, 2022. He stated that the Board approved three professional services agreements. One with Todd Groundwater to Complete a Groundwater Model Under and Around Valley Sanitary District, one with Carollo Engineers, Inc. to Complete An Updated Comprehensive Recycled Water Master Plan, and one with CA Consulting Services LLC to Provide Recycled Water Program Management Services. The EVRA Board also passed a resolution to expand EVRA's operational activities to include a food waste diversion program.

6.2 Budget & Finance Committee Meeting – September 6, 2022

Secretary/Treasurer Coleman reported on the Budget & Finance Committee meeting on September 6, 2022. He stated that the Committee received an update on the audit and discussed the staff's recommendation of an additional laboratory staff member.

7. DIRECTOR'S ITEMS

Vice President Canero and Secretary/Treasurer Coleman said they would be remotely attending the September 27, 2022, board meeting.

8. INFORMATIONAL ITEMS

8.1 Update on Downtown Collection System Rehabilitation Project

Ron Buchwald, District Engineer, gave an update on the Downtown Collection System Rehabilitation Project. He stated that Phase 3 was out to bid, and the pre-bid meeting was completed.

9. PUBLIC COMMENT

Please notify the Clerk of the Board in advance of the meeting if you wish to speak on an item to be discussed in Closed Session.

None.

President Sear called for a short recess at 2:29 p.m. The Board of Directors reconvened at 3:08 p.m. Roll call was taken, and all Directors were present.

10. CONVENE IN CLOSED SESSION

Items discussed in Closed Session comply with the Ralph M. Brown Act.

10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Title: General Manager

The Board adjourned to Closed Session at 3:08 p.m.

11. CONVENE IN OPEN SESSION

Report out on Closed Session items

The Board reconvened in open session at 3:55 p.m. President Sear stated nothing to report.

12. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 3:56 p.m. The next regular Board meeting will be on September 27, 2022.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
September 27, 2022

40834	Associated Time Instruments	AOD - July 2022	\$295.56
40835	Automation Pride	Gate 3 circuit board services	\$945.81
40836	City of Indio	Encroachment permit fee 1/14/2022-1/13/2023	\$1,428.00
40837	EOA, Inc.	VSD Pre treatment program assistance - July 2022	\$654.75
40838	Ferguson Enterprises #1350	Galvanized pipe	\$317.77
40839	Grainger	Blank shipping tags	\$39.40
40839	Grainger	Circuit breaker 60A	\$1,545.71
40839	Grainger	Iron sealing fitting	\$56.93
40839	Grainger	Enclosure	\$848.96
40839	Grainger	Plug in cfl bulb, pulse arc bulb, photocontrol	\$281.91
40839	Grainger	Thermal unit	\$117.94
40839	Grainger	Sealant plastic pail	\$35.45
40839	Grainger	Screwdriver bit set	\$36.15
40839	Grainger	Photocontrol, fixed	\$89.01
40839	Grainger	V belt, cogged	\$162.20
40840	Scott Sear	CSDA annual conference reimbursement 2022	\$35.63
40841	Superior Ready Mix Concrete, L.P.	Concrete for AC unit	\$780.93
40842	United Refrigeration Inc.	Pillow block bearing	\$14.85
40843	United Way of the Desert	PR 08/19/2022 - 09/01/2022 PD 09/09/2022	\$20.00
40844	White Cap, L.P.	Trowel, handle kraft, starter snap button, braket assembly	\$145.13
40844	White Cap, L.P.	Blue cooling arm sleeve, tent canopy	\$308.81
40845	Advanced Resources, LLC	Temp staffing - 8/15/2022-8/19/2022	\$1,860.00
40845	Advanced Resources, LLC	Temp employee - 8/29/2022-9/2/2022	\$3,720.00
40846	Alliance Integration	Service call - 8/17/2022	\$290.00
40847	Associated Time Instruments	AOD - August 2022	\$295.56
40848	Automation Pride	Gate 3 service call	\$95.00
40849	Beck Oil, Inc.	Solvent 142	\$79.78
40850	Caltest Analytical Laboratory	Shipping charges for weekly samples	\$30.00
40850	Caltest Analytical Laboratory	Weekly samples NPDES - 09/07/2022	\$353.40
40850	Caltest Analytical Laboratory	Weekly samples - 09/14/2022	\$383.40
40851	Cintas Corp	Uniforms, mats, towels etc - 09/09/2022	\$489.23
40851	Cintas Corp	Uniforms, Mats, towels, etc - 9/15/2022	\$490.86
40852	CV Strategies	Communications services - July 2022	\$3,037.50
40852	CV Strategies	Communications services - August 2022	\$1,800.00
40853	Dave Commons	Reimbursement for Tri-State 2022	\$11.96
40854	Davis Farr LLP	Audit services through 8/31/2022	\$11,000.00
40855	Desert Arc	Janitorial services - August 2022	\$3,500.36
40855	Desert Arc	Landscaping services - September 2022	\$840.00
40856	Desert Hose & Supply	T bolt clamps	\$456.49
40857	Diamond Environmental Services, LP	Portable restroom service - 9/5/2022-10/02/2022	\$268.33
40858	Downing Construction, Inc	Payment #10 IPS rehab project - August 2022	\$56,671.77
40859	E.S. Babcock & Sons, Inc.	Grit/screening samples - 09/06/2022	\$714.52
40860	Fulton Distributing Co.	Toilet paper, trash liners, vinegar, bleach	\$1,521.29
40861	Geotab USA, Inc	Geotab proplus plan August 2022	\$505.53
40862	Grainger	LED lamp - offset by credit memo # 9429871107	\$60.65
40862	Grainger	LED bulb	\$91.31
40862	Grainger	Gas line sealant, grease, rtv sealant	\$299.37
40862	Grainger	Fuel pump shutdown button	\$85.83
40862	Grainger	Actuator for So2	\$553.94
40863	Hach Company	Cap dispenser	\$25.18
40864	Harris & Associates	PADM Coll Sys Ph 4 - August 2022	\$51,278.00
40865	High Tech Irrigation Inc.	SS elbows	\$185.94
40866	Innovative Document Solutions	Canon copier maintenance - July 2022	\$47.42
40866	Innovative Document Solutions	Canon copier maintenance - August 2022	\$75.13
40867	Innovative Federal Strategies LLC	Federal advocacy - August 2022	\$6,637.97
40868	Interstate All Battery Center	2 batteries	\$141.58
40869	Ivan Monroy	Work/safety boot reimbursement	\$146.82
40870	Kaman Industrial Technologies	Brass breathers	\$248.27
40871	Master's Refreshment Services LLC	Water delivery - 09/06/2022	\$289.50
40872	Mike Duran	CSDA conference reimbursement	\$34.88
40873	Mobile Modular Managment Corp	Trailer rental - 09/09/2022-10/08/2022	\$655.15
40874	National Association of Clean Water Agencies	FY 2023 membership dues (10/01/2022-09/30/2023)	\$8,385.00
40875	Plumbers Depot Inc.	Cues loaner camera + Shipping	\$33.13
40876	Rudy's Pest Control	Pest control - 09/16/2022	\$200.00
40877	SC Fuels	Dyed carb diesel delivery - 9/9/2022	\$4,448.49
40878	Southwest Networks, Inc.	Guardian IT Storage - Oct 2022	\$699.00
40878	Southwest Networks, Inc.	4 Vivotek cameras	\$2,349.00
40879	Staples Advantage	Office Supplies Backpacks	\$163.09
40880	Steven Shepard	Boot reimbursement	\$135.88
40881	Swains Electric Motor Service	Keen submersible pump overhaul	\$4,699.03
40882	The Sherwin-Williams Co.	Supplies for painting	\$21.40
40883	United Refrigeration Inc.	Beltpress hvac	\$386.21

40884 Univar Solutions	Sodium hypo delivery - 09/06/2022	\$12,287.05
40884 Univar Solutions	Ferric chloride - 09/02/2022	\$12,841.79
40884 Univar Solutions	Sodium Hypo Delivery - 09/12/2022	\$12,394.61
40885 Walters Wholesale Electric	Breaker	\$57.53
40885 Walters Wholesale Electric	LED light	\$781.03
40885 Walters Wholesale Electric	LED lamps, clamps, belt press office parts	\$583.61
40886 Water Environment Federation	WEF Membership # 1786493611/01/2022-10/31/2023	\$267.00
40886 Water Environment Federation	WEF Membership # 18064799 11/01/2022-10/31/2023	\$267.00
40886 Water Environment Federation	WEF Membership # 17972095 11/01/2022-10/31/2023	\$267.00
202209191 SoCal Gas	Gas service - August 2022	\$188.51
202209231 Paychex - Direct Deposit	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$92,202.23
202209232 Paychex - Garnishment	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$210.46
202209233 Paychex - Fee	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$193.82
202209234 Paychex - Tax	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$43,787.22
202209235 Nationwide Retirement Solution	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$1,813.00
202209236 Empower (formerly Mass Mutual)	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$10.00
202209237 Mission Square (formerly ICMARC / Vantage Point)	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$1,570.00
202209238 CalPERS 457	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$1,070.00
202209239 CalPERS Retirement	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$23,121.74
	Totals	\$382,866.65



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Monthly Revenue & Expense Report for the Period Ending Aug 31, 2022

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is to present the monthly revenue and expenses to the Board and the public for the District for the month of August 2022.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

There is no fiscal impact from this report.

Background

The adopted operating and capital budget for the fiscal year 2022/23 includes \$17,767,816 in revenues and \$16,189,076 in operating expenditures.

The attached Monthly Income Summary (Attachment A) and Budget Variance (Attachment B) report compare revenues and expenses to the respective line-item budgets. The report identifies current monthly revenues and expenses as well as fiscal year-to-date (FYTD) values.

Year to Date Summary

- As of August 31, 2022, the District has recorded \$16,903,256 in revenue. The revenues are \$1,239,429 or 7.9% over the annual seasonal budget. The variance is attributed to pending tax roll revenue and interest income recorded in July 2022.
- As of August 31, 2022, the District has incurred \$2,241,194 in expenditures. The District’s expenditures are \$456,985 or 16.9% under the FYTD straight-line budget.

The Summary of Cash and Investments (Attachment C) report details the changes to the fund balances by fund type.

FUND	UNAUDITED FUND BALANCE AS OF 8/30/22
OPERATING FUND (FUND 11)	\$ 13,891,118
SPECIAL REVENUE FUND (FUND 11 AND FUND 6)	1,063,358
FIDUCIARY FUND (FUND 4)	246,980
CAPITAL IMPROVEMENT FUND (FUND 13)	11,384,935
RESTRICTED CIP FUND (FUND 12)	28,857,259
TOTAL	\$ 55,443,650

Recommendation

Staff recommends that the Board receive and file the Revenue and Expense report for the period ending August 2022.

Attachments

- Attachment A: Monthly Income Summary for August 2022
- Attachment B: Budget Variance Report for August 2022
- Attachment C: Summary of Cash and Investments for August 2022

Valley Sanitary District

Monthly Income Summary

August 2022 (UNAUDITED)

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
Revenues					
Sewer Service Chgs-Current	\$16,010,035	\$16,010,035	\$15,686,490	102 %	(\$323,545)
Permit & Inspection Fees	\$2,530	\$4,990	\$35,874	14 %	\$30,884
Plan Check Fees	\$900	\$2,550	\$14,704	17 %	\$12,154
Other Services	\$140	\$270	\$3,397	8 %	\$3,127
Sale of Surplus Property	\$0	\$0	\$31,818	0 %	\$31,818
Taxes - Current Secured	\$0	\$0	\$855,412	0 %	\$855,412
Taxes - Current Unsecured	\$0	\$0	\$55,294	0 %	\$55,294
Supple Prop. Taxes - Current	\$10	\$10	\$0	0 %	(\$10)
Homeowners Tax Relief	\$0	\$0	\$6,090	0 %	\$6,090
Interest Income	\$0	\$261,449	\$36,068	725 %	(\$225,381)
Unrealized gains (losses)	\$0	\$4,293	\$0	0 %	(\$4,293)
Rebate Income	\$0	\$0	\$3,836	0 %	\$3,836
Non-Operating Revenues - Fnd 11	\$0	\$81	\$5,156	2 %	\$5,075
Interest Income	\$0	\$372,914	\$32,151	1,160 %	(\$340,763)
Connection Fees	\$0	\$101,648	\$996,915	10 %	\$895,267
Interest Income	\$0	\$145,016	\$4,611	3,145 %	(\$140,405)
Total Revenues	\$16,013,614	\$16,903,256	\$17,767,816	95 %	\$864,560

Valley Sanitary District
Budget Variance Report
August 2022

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			Percentage Remaining
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	YTD Budget	Favorable (Unfavorable)	
Revenues:								
Operating Revenue	16,769,198	16,013,605	1,397,433	14,616,172	16,119,493	15,497,390	622,102	3.9%
Non-Operating Revenue	998,618	10	83,218	(83,208)	783,763	166,436	617,327	21.5%
Total Operating Revenue	17,767,816	16,013,614	1,480,651	14,532,963	16,903,256	15,663,827	1,239,429	4.9%
Operating Expenses:								
Salaries And Wages	3,543,600	272,751	295,300	22,549	527,246	590,600	63,354	85.1%
Director Fee/Payroll Tax-Board	94,985	5,400	7,915	2,515	11,300	15,831	4,531	88.1%
Bonus, Awards, Recertification	10,300	100	858	758	200	1,717	1,517	98.1%
Overtime	33,100	3,586	2,758	(827)	5,236	5,517	280	84.2%
Callout	13,000	1,592	1,083	(509)	1,889	2,167	278	85.5%
Standby Pay	61,824	4,620	5,152	532	9,312	10,304	992	84.9%
Longevity	43,000	3,138	3,583	445	6,277	7,167	890	85.4%
Retirement Contributions	357,077	25,584	29,756	4,173	50,533	59,513	8,980	85.8%
Fica And Medicare	347,615	20,356	28,968	8,612	40,793	57,936	17,143	88.3%
Life Insurance	7,260	585	605	20	1,170	1,210	40	83.9%
Health Insurance	615,374	47,033	51,281	4,248	93,613	102,562	8,950	84.8%
Dental Insurance	44,232	3,551	3,686	135	7,102	7,372	270	83.9%
Vision Insurance	8,156	645	680	35	1,290	1,359	69	84.2%
Long Term Disability	10,416	846	868	22	1,691	1,736	45	83.8%
Accounting Services-Admin	77,771	13,440	6,481	(6,959)	15,878	12,962	(2,916)	79.6%
Certifications	24,080	865	2,007	1,142	1,217	4,013	2,796	94.9%
Chemicals	529,620	37,764	44,135	6,371	79,518	88,270	8,752	85.0%
Comprehensive Insurance	371,193	29,365	30,933	1,568	60,346	61,866	1,519	83.7%
Conferences/ Meetings	202,629	15,262	16,886	1,624	26,504	33,772	7,268	86.9%
Contracts	1,527,336	50,187	127,278	77,091	100,454	254,556	154,102	93.4%
County Expense	23,100	(175)	1,925	2,100	3,045	3,850	805	86.8%
Covid-19 Supplies	15,759	196	1,313	1,118	489	2,627	2,138	96.9%
Election Expense	70,000	-	5,833	5,833	-	11,667	11,667	100.0%
Electric	726,000	65,072	60,500	(4,572)	114,902	121,000	6,098	84.2%
Gas, Oil & Fuel	58,000	6,783	4,833	(1,950)	6,783	9,667	2,884	88.3%
Grit & Screening Removal	40,000	2,438	3,333	896	3,715	6,667	2,952	90.7%
Legal Services	70,000	-	5,833	5,833	7,685	11,667	3,981	89.0%
Debt Service	4,412,971	367,748	367,748	-	735,495	735,495	-	83.3%
Medical Services	32,943	(1,200)	2,745	3,945	(1,077)	5,491	6,568	103.3%
Memberships	60,298	3,873	5,025	1,152	19,546	10,050	(9,496)	67.6%
Misc. Professional Services	109,391	-	9,116	9,116	12,166	18,232	6,066	88.9%
Natural Gas	7,000	189	583	395	378	1,167	788	94.6%
Office Supplies	26,000	989	2,167	1,178	3,182	4,333	1,151	87.8%
Opeb Contribution	81,719	1,192	6,810	5,618	2,384	13,620	11,236	97.1%
Other Expenses	70,000	2,715	5,833	3,118	3,726	11,667	7,941	94.7%
Permits & Fees	117,925	1,051	9,827	8,776	2,152	19,654	17,502	98.2%
Projects	369,000	-	30,750	30,750	-	61,500	61,500	100.0%
Publications	3,500	35	292	257	448	583	136	87.2%
Repairs & Maintenance	650,637	58,451	54,220	(4,231)	97,183	108,440	11,257	85.1%
Research & Monitoring	97,000	4,950	8,083	3,133	7,838	16,167	8,329	91.9%
Supplies	247,306	16,439	20,609	4,170	21,749	41,218	19,469	91.2%
Telephone/Internet	34,569	2,521	2,881	360	5,019	5,762	742	85.5%
Tools & Equipment	44,300	513	3,692	3,178	513	7,383	6,870	98.8%
Tuition Reimbursement	12,000	3,000	1,000	(2,000)	3,000	2,000	(1,000)	75.0%
Uniform Services	45,620	5,211	3,802	(1,409)	7,061	7,603	543	84.5%
Unfunded Accrued Liability	736,606	61,384	61,384	-	122,768	122,768	-	83.3%
Water	27,500	2,288	2,292	4	5,163	4,583	(580)	81.2%
Workers Compensation	77,364	5,939	6,447	508	14,314	12,894	(1,420)	81.5%
Total Operating Expenses (Before Depreciation)	16,189,076	1,148,269	1,349,090	200,821	2,241,194	2,698,179	456,985	86.2%
Operating Expenses in Excess of Operating Revenue		14,865,345			14,662,061			

Valley Sanitary District
Budget Variance Report
August 2022

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	FY23 YTD Budget	Favorable (Unfavorable)	Percentage Remaining
Operating Expenses:								
Wages	3,756,809	288,048	313,067	25,019	555,183	626,135	70,952	85.2%
Fringe Benefits	1,433,130	101,738	119,428	17,690	202,468	238,855	36,387	85.9%
Services	1,982,849	71,386	165,237	93,852	150,017	330,475	180,457	92.4%
Supplies and Materials	1,610,622	119,302	134,219	14,917	210,472	268,437	57,965	86.9%
Fuels and Lubricants	58,000	6,783	4,833	(1,950)	6,783	9,667	2,884	88.3%
Comprehensive Insurance	448,557	35,304	37,380	2,076	74,660	74,760	99	83.4%
Projects	369,000	-	30,750	30,750	-	61,500	61,500	100.0%
Utilities	800,500	69,986	66,708	(3,278)	124,158	133,417	9,259	84.5%
Debt Service	4,412,971	367,748	367,748	-	735,495	735,495	-	83.3%
Permits and Fees	141,025	876	11,752	10,876	5,197	23,504	18,307	96.3%
Unfunded Accrued Liability	736,606	61,384	61,384	-	122,768	122,768	-	83.3%
Other	439,007	25,715	36,584	10,869	53,992	73,168	19,176	87.7%
Total Operating Expenses (Before Depreciation)	16,189,076	1,148,269	1,349,090	200,821	2,241,194	2,698,179	456,985	86.2%
Revenues:								
Operating Revenue	16,769,198	16,013,605	1,397,433	14,616,172	16,119,493	15,497,390	622,102	3.9%
Non-Operating Revenue	998,618	10	83,218	(83,208)	783,763	166,436	617,327	21.5%
Total Revenue	17,767,816	16,013,614	1,480,651	14,532,963	16,903,256	15,663,827	1,239,429	4.9%
Net Operating Gain (Loss)		14,865,345			14,662,061			

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 08/01/2022 TO 08/31/2022 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	735,164	
Net Transfer from (to) Fund 11	(488,184)	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 04 Ending Balance	246,980	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	749	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 06 Ending Balance	749	
LAIF Fund 10 - Recycled Water Project		
Beginning Balance (Fund 10)	0	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 10 Ending Balance	0	
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	12,090,951	
Net Transfer from (to) Fund 04	488,184	
Net Transfer from (to) Fund 06	0	
Net Transfer from (to) Fund 12	122,274	
Net Transfer from (to) Fund 13	0	
Fund Transfer from (to) LAIF - WF	(950,000)	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 11 Ending Balance	11,751,409	
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	28,979,533	
Net Transfer from (to) Fund 11	(122,274)	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 12 Ending Balance	28,857,259	
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	11,384,935	
Connection Fees	0	
(Disbursements) or Reimbursements	0	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 06/30/2022	0	
Interest (Pd quarterly - Int. Rate 0.75%)	0	
Fund 13 Ending Balance	11,384,935	
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13	52,241,332	

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11

Beginning Balance	2,000,033	
Deposits	481,146	
Fund Transfer from (to) LAIF (net)	950,000	
Disbursements and Payroll	(1,291,470)	
Wells Fargo Ending Balance	2,139,709	

CALTRUST - FUND 11

Beginning Balance	1,085,710	
Interest Income	0	
Unrealized Gain / <Loss>	(23,101)	
CalTRUST Ending Balance	1,062,609	

TOTAL WELLS FARGO AND CALTRUST CHECKING	3,202,318	
TOTAL CASH AND INVESTMENTS	55,443,650	

The Board certifies the ability of the District to meet its expenditure requirements for the next six (6) months, as per Government Code 53646(b)(3).

This report is in compliance with the District's Investment Policy under Government Code 53646(b)(2).



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Credit Card Statement for Period Ending August 31, 2022

Executive Summary

The purpose of this report is to present the credit card statement ending August 31, 2022, to the Board of Directors.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

The total charges incurred for the credit card statement ending August 31, 2022, are \$19,925.94.

Background

The attached report summarizes the District's credit card expenditures for the statement ending August 31, 2022.

Recommendation

Staff recommends that the Board receive and file the credit card report and statement for the period ending August 31, 2022.

Attachments

- Attachment A: Valley Sanitary District Credit Card Report August 2022
- Attachment B: Credit Card Statement August 2022

Diverted From Cardholder Name	Tran Date	Post Date	Merchant Name	MCC Description	Debits	Credits
ANNA BELL	8/23/2022	8/24/2022	AMZN Mktp US*PD29K5VK3	Book Stores	\$18.48	
ANNA BELL	8/22/2022	8/23/2022	Amazon.com*NQ65U5UW3	Book Stores	\$76.10	
ANNA BELL	8/16/2022	8/18/2022	ESRI	Computers Computer Peripheral Equipme	\$2,500.00	
ANNA BELL	8/16/2022	8/17/2022	USA BLUE BOOK	Industrial Supplies Not Elsewhere Clas	\$549.18	
ANNA BELL	8/17/2022	8/17/2022	AMAZON.COM*R26V52KL3 AMZN	Book Stores	\$162.30	
BEVERLI A MARSHALL	8/29/2022	8/30/2022	PE SUBSCRIPTIONS	Advertising Services	\$10.00	
BEVERLI A MARSHALL	8/28/2022	8/28/2022	Palm Sp Desert Sun	Continuity/Subscription Merchants	\$14.99	
BEVERLI A MARSHALL	8/19/2022	8/22/2022	CALIFORNIA SPECIAL DISTRI	Civic Social & Fraternal Associations	\$21.24	
BEVERLI A MARSHALL	8/18/2022	8/19/2022	IFORM MEDIA	Professional Services Not Elsewhere Cl	\$1,666.56	
BEVERLI A MARSHALL	8/15/2022	8/16/2022	QGV*College Of the Desert	Charitable And Social Service Organiza	\$2,500.00	
BEVERLI A MARSHALL	8/12/2022	8/14/2022	PAYPAL *QUICKYMARTL	Telecommunications Equipment Including	\$4.99	
BEVERLI A MARSHALL	8/10/2022	8/11/2022	LIEBERTCASS	Legal Services Attorneys	\$60.00	
BEVERLI A MARSHALL	8/10/2022	8/11/2022	LIEBERTCASS	Legal Services Attorneys	\$60.00	
BEVERLI A MARSHALL	8/7/2022	8/9/2022	HYATT RESORT @ SQUAW CRK	Hyatt Hotels		(\$357.90)
BEVERLI A MARSHALL	8/1/2022	8/2/2022	PE SUBSCRIPTIONS	Advertising Services	\$10.00	
BRANDEN RODRIGUEZ	8/16/2022	8/16/2022	AMAZON.COM*G78E63AK3 AMZN	Book Stores	\$112.64	
BRANDEN RODRIGUEZ	8/11/2022	8/12/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$100.00	
DANIEL A MILLS	8/23/2022	8/25/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$179.78	
DANIEL A MILLS	8/4/2022	8/7/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$137.26	
DANIEL A MILLS	8/3/2022	8/5/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$74.17	
DAVE COMMONS	8/15/2022	8/17/2022	MURPHY EXPRESS 8783	Automated Gasoline Dispensers	\$98.35	
DAVE COMMONS	8/11/2022	8/14/2022	RALLY'S #3447	Express Payment Services (Fast Food)	\$11.36	
DAVE COMMONS	8/10/2022	8/12/2022	SONIC DRIVE IN #3300	Express Payment Services (Fast Food)	\$4.31	
DAVE COMMONS	8/9/2022	8/11/2022	JOHN MULLS ROADKILL GR	Eating Places Restaurants	\$25.09	
DAVE COMMONS	8/9/2022	8/11/2022	SONIC DRIVE IN #3300	Express Payment Services (Fast Food)	\$9.62	
DAVE COMMONS	8/10/2022	8/11/2022	MCDONALD'S F35160	Express Payment Services (Fast Food)	\$7.67	
DAVE COMMONS	8/8/2022	8/10/2022	DENNY'S #7825 18007336	Eating Places Restaurants	\$14.75	
DAVE COMMONS	8/7/2022	8/9/2022	TST* The Great Greek Medi	Eating Places Restaurants	\$18.29	
DAVE COMMONS	8/7/2022	8/9/2022	MURPHY EXPRESS 8783	Automated Gasoline Dispensers	\$111.65	
DAVE COMMONS	8/7/2022	8/9/2022	RED ROCK STEAKHOUSE	Eating Places Restaurants	\$65.77	
DAVE COMMONS	8/8/2022	8/9/2022	PANERA BREAD #204566 P	Express Payment Services (Fast Food)	\$16.97	
DAVE COMMONS	8/6/2022	8/7/2022	6053 EL POLLO LOCO	Express Payment Services (Fast Food)	\$10.83	
DAVE COMMONS	8/5/2022	8/7/2022	JACK IN THE BOX 3588	Express Payment Services (Fast Food)	\$5.04	
DAVE COMMONS	8/6/2022	8/7/2022	JIMMY JOHNS - 2666	Express Payment Services (Fast Food)	\$16.12	
DAVE COMMONS	8/6/2022	8/7/2022	KFC D212096	Express Payment Services (Fast Food)	\$10.18	
DAVE COMMONS	8/5/2022	8/7/2022	LOWES #00907*	Home Supply Warehouse Stores	\$65.23	
DAVE COMMONS	8/5/2022	8/7/2022	LOWES #00907*	Home Supply Warehouse Stores	\$176.15	
DAVE COMMONS	8/5/2022	8/7/2022	JIMMY JOHNS - 2524	Express Payment Services (Fast Food)	\$13.54	
DAVE COMMONS	8/3/2022	8/4/2022	Adobe Inc	Digital Goods-Software Applications	\$14.99	
DEBRA CANERO	8/13/2022	8/15/2022	HYATT RESORT @ SQUAW CRK	Hyatt Hotels	\$1,073.70	
EDUARDO LUNA	8/22/2022	8/23/2022	AMZN Mktp US*CD00E2AZ3	Book Stores	\$184.85	
EDUARDO LUNA	8/19/2022	8/21/2022	BECK OIL INC LEE ESCHER	Service Stations	\$251.33	
EDUARDO LUNA	8/17/2022	8/19/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$66.56	
EDUARDO LUNA	8/4/2022	8/5/2022	AMZN Mktp US*WV1247813	Book Stores	\$80.44	
EDUARDO LUNA	7/31/2022	8/1/2022	AMZN Mktp US*1C81M1Y40	Book Stores	\$254.35	
HEBERTO MORENO	8/30/2022	8/31/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$202.00	
HEBERTO MORENO	8/30/2022	8/31/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$202.00	
HEBERTO MORENO	8/24/2022	8/25/2022	WWW COSTCO COM	Wholesale Clubs	\$293.52	
HEBERTO MORENO	8/14/2022	8/15/2022	APPLE.COM/BILL	Digital Goods-Audiovisual Media	\$2.99	
HEBERTO MORENO	8/11/2022	8/14/2022	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$222.80	
HEBERTO MORENO	8/4/2022	8/7/2022	NAPA PARTS 0049251	Automotive Parts Accessories Stores	\$335.67	
HEBERTO MORENO	8/2/2022	8/3/2022	PAYPAL *OCTWATERQUA	Civic Social & Fraternal Associations	\$79.50	
HEBERTO MORENO	8/2/2022	8/3/2022	PAYPAL *OCTWATERQUA	Civic Social & Fraternal Associations	\$289.80	
HOLLY GOULD	8/30/2022	8/31/2022	WAL-MART #2181	Grocery Stores Supermarkets	\$49.29	
HOLLY GOULD	8/24/2022	8/25/2022	GENERAL PARTS-CARQUEST	Automotive Parts Accessories Stores	\$1,033.40	
HOLLY GOULD	8/23/2022	8/24/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$100.00	
HOLLY GOULD	8/23/2022	8/24/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$95.00	
HOLLY GOULD	8/22/2022	8/23/2022	OWPASCSTATE	Civic Social & Fraternal Associations	\$119.55	
HOLLY GOULD	8/19/2022	8/21/2022	BEST BUY MHT 00010207	Electronics Sales	\$19.55	
HOLLY GOULD	8/17/2022	8/18/2022	AMZN Mktp US*7L2SG66E3	Book Stores	\$195.50	
HOLLY GOULD	8/16/2022	8/17/2022	WM SUPERCENTER #2181	Grocery Stores Supermarkets	\$158.34	
HOLLY GOULD	8/16/2022	8/17/2022	WAL-MART #2181	Grocery Stores Supermarkets	\$7.34	
HOLLY GOULD	8/10/2022	8/12/2022	INTERNATIONAL PUBLIC MAN	Membership Organizations Not Elsewhe	\$156.00	
HOLLY GOULD	8/11/2022	8/11/2022	CBI*FLIPPINGBOOK LTD.	Computer Software		(\$530.00)
HOLLY GOULD	8/2/2022	8/3/2022	LIEBERTCASS	Legal Services Attorneys	\$475.00	
JEANETTE JUAREZ	8/19/2022	8/21/2022	J2 EFAX SERVICES	Continuity/Subscription Merchants	\$16.95	
JEANETTE JUAREZ	8/9/2022	8/11/2022	STAPLES 00113241	Stationery Office & School Supply Sto	\$149.09	
JEANETTE JUAREZ	8/9/2022	8/11/2022	AROUND THE CLOCK CALL CTR	Miscellaneous & Specialty Retail Store	\$122.70	
JEANETTE JUAREZ	8/9/2022	8/10/2022	TARGET 00018671	Discount Stores	\$38.65	
JEANETTE JUAREZ	8/4/2022	8/5/2022	ADOBE ACROPRO SUBS	Computer Software	\$186.89	
JIMMY GARCIA	8/22/2022	8/24/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$164.19	
JIMMY GARCIA	8/22/2022	8/24/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$47.20	
JIMMY GARCIA	8/19/2022	8/21/2022	THE HOME DEPOT 6874	Home Supply Warehouse Stores	\$215.39	
JIMMY GARCIA	8/19/2022	8/21/2022	SMART AND FINAL 718	Grocery Stores Supermarkets	\$115.32	
JIMMY GARCIA	8/17/2022	8/19/2022	AUTOZONE #3363	Automotive Parts Accessories Stores	\$32.05	
JIMMY GARCIA	8/10/2022	8/12/2022	ZENSHIN ASIAN RESTAURANT	Eating Places Restaurants	\$132.69	
JIMMY GARCIA	8/10/2022	8/12/2022	SO PT GARDEN BUFFET	Eating Places Restaurants	\$34.57	
JIMMY GARCIA	8/9/2022	8/11/2022	CENTURY THEATRES 486	Motion Picture Theaters	\$5.80	
JIMMY GARCIA	8/9/2022	8/11/2022	SO PT GARDEN BUFFET	Eating Places Restaurants	\$41.07	
JIMMY GARCIA	8/9/2022	8/11/2022	SO PT BOWLING SNACK BAR	Eating Places Restaurants	\$21.06	
JIMMY GARCIA	8/8/2022	8/10/2022	SO PT STEAK N SHAKE	Eating Places Restaurants	\$39.25	
JIMMY GARCIA	8/4/2022	8/7/2022	INDIO CAR WASH INC.	Car Washes	\$45.50	
RON BUCHWALD	8/3/2022	8/5/2022	CARDENAS MARKETS	Grocery Stores Supermarkets	\$28.13	
RON BUCHWALD	8/3/2022	8/4/2022	SQ *TKB BAKERY & DELI	Express Payment Services (Fast Food)	\$127.57	
SCOTT SEAR	8/19/2022	8/21/2022	AMZN Mktp US*XJ35706M3	Book Stores	\$51.10	
SCOTT SEAR	8/13/2022	8/15/2022	HYATT RESORT @ SQUAW CRK	Hyatt Hotels	\$1,073.70	
SCOTT SEAR	8/13/2022	8/15/2022	ARCO #42203 AMPM	Automated Gasoline Dispensers	\$42.98	
SCOTT SEAR	8/13/2022	8/14/2022	RED BARN CAR WASH	Car Washes	\$8.00	
SCOTT SEAR	8/13/2022	8/14/2022	COSTCO GAS #0441	Automated Gasoline Dispensers	\$89.68	
SCOTT SEAR	8/9/2022	8/10/2022	PILOT 00381	Automated Gasoline Dispensers	\$37.44	
SCOTT SEAR	8/9/2022	8/10/2022	GOLDEN GATE - GARDNERVIL	Automated Gasoline Dispensers	\$65.09	
TINO TIJERINA	8/25/2022	8/28/2022	KSC & SON CORPORATION - G	Car Washes		(\$90.00)
TINO TIJERINA	8/26/2022	8/28/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$31.20	
TINO TIJERINA	8/25/2022	8/28/2022	THE HOME DEPOT 6874	Home Supply Warehouse Stores	\$803.66	

TINO TIJERINA	8/26/2022	8/28/2022	1000BULBS.COM	Hardware Stores	\$91.33	
TINO TIJERINA	8/25/2022	8/26/2022	CASTANEDAS MEXICAN FOOD	Eating Places Restaurants	\$188.28	
TINO TIJERINA	8/22/2022	8/24/2022	CARPENTER RIGGING AND SUP	Industrial Supplies Not Elsewhere Clas	\$509.38	
TINO TIJERINA	8/22/2022	8/24/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$117.06	
TINO TIJERINA	8/16/2022	8/18/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$122.86	
TINO TIJERINA	8/16/2022	8/17/2022	SEPULVEDA BLDG THOU PALM	Lumber & Building Materials Storestran	\$163.78	
TINO TIJERINA	8/16/2022	8/17/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	\$95.00	
TINO TIJERINA	8/11/2022	8/14/2022	KEEP IT COOL WINDOW TINTI	Automotive Parts Accessories Stores	\$220.00	
TINO TIJERINA	8/10/2022	8/11/2022	FIESTA FORD LINCOLN	Automobile & Truck Dealer - New & Used	\$432.94	
TINO TIJERINA	8/5/2022	8/7/2022	KSC & SON CORPORATION - G	Car Washes	\$19.99	
TINO TIJERINA	8/5/2022	8/7/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$54.33	
TINO TIJERINA	7/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	6/25/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	7/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	7/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	7/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	7/24/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
TINO TIJERINA	7/25/2022	8/7/2022	Dispute - Carwash	Dispute - Carwash	\$19.99	
Total					\$20,903.84	(\$977.90)



UMPQUA BANK

BL ACCT [REDACTED] VALLEY SANITARY DISTRICT Account Number: [REDACTED] Page 1 of 7



Account Summary

Table with 2 columns: Description and Amount. Rows include Billing Cycle, Days In Billing Cycle, Previous Balance, Purchases, Cash, Balance Transfers, Special, Credits, Payments, Other Charges, Finance Charges.

NEW BALANCE \$19,925.94

Credit Summary

Table with 2 columns: Description and Amount. Rows include Total Credit Line, Available Credit Line, Available Cash, Amount Over Credit Line, Amount Past Due, Disputed Amount.

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
Go to www.umpquabank.com
Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

Table with 2 columns: Description and Amount. Rows include NEW BALANCE \$19,925.94, MINIMUM PAYMENT \$19,573.95, PAYMENT DUE DATE 09/25/2022

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

Table with 5 columns: Trans Date, Post Date, Reference Number, Transaction Description, Amount. Includes TOTAL CORPORATE ACTIVITY \$17,973.33-

Cardholder Account Summary

Table with 5 columns: Cardholder Name, Payments & Other Credits, Purchases & Other Charges, Cash Advances, Total Activity. Cardholder: JEANETTE JUAREZ

Cardholder Account Detail

Table with 6 columns: Trans Date, Post Date, Plan Name, Reference Number, Description, Amount. Includes transactions for ADOBE ACROPRO SUBS, TARGET, and STAPLES.

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number

Check box to indicate name/address change on back of this coupon

Table with 4 columns: Closing Date, New Balance, Total Minimum Payment Due, Payment Due Date. Values: 08/31/22, \$19,925.94, \$19,573.95, 09/25/22

AMOUNT OF PAYMENT ENCLOSED

Amount enclosed field with dollar sign and grid pattern.

BL ACCT [REDACTED] VALLEY SANITARY DISTRICT 45-500 VAN BUREN STREET INDIO CA 92201

MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/09	08/11	PPLN01	24412902222030025014976	AROUND THE CLOCK CALL CTR 888-711-1956 CA	\$122.70
08/19	08/21	PPLN01	24692162231100026155432	J2 EFAX SERVICES 323-817-3205 CA	\$16.95

Cardholder Account Summary

BEVERLI A MARSHALL #### #### #### 5986	Payments & Other Credits \$357.90-	Purchases & Other Charges \$4,679.78	Cash Advances \$0.00	Total Activity \$4,321.88
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/01	08/02	PPLN01	24493982214083153409272	PE SUBSCRIPTIONS 951-368-9000 CA	\$10.00
08/07	08/09		74943002220750009329355	CREDIT VOUCHER HYATT RESORT @ SQUAW CRK 5304127034 CA	\$357.90-
08/10	08/11	PPLN01	24492152223852975616623	LIEBERTCASS 310-981-2000 CA	\$60.00
08/10	08/11	PPLN01	24492152222852975546888	LIEBERTCASS 310-981-2000 CA	\$60.00
08/12	08/14	PPLN01	24492152224894046219119	PAYPAL *QUICKYMARTL 402-935-7733 CA	\$4.99
08/15	08/16	PPLN01	24906412227154049872496	QGV*College Of the Desert 760-7732561 CA	\$2,500.00
08/18	08/19	PPLN01	24943002231091409000037	IFORM MEDIA PALM DESERT CA	\$1,666.56
08/19	08/22	PPLN01	24202982233030079830759	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	\$21.24
08/28	08/28	PPLN01	24692162240102701239126	Palm Sp Desert Sun 888-426-0491 IN	\$14.99
08/29	08/30	PPLN01	244939822420831553007843	PE SUBSCRIPTIONS 951-368-9000 CA	\$10.00
07/14	08/24	PPLN01	24009582195300624103427	DISPUTE	\$332.00

Cardholder Account Summary

RON BUCHWALD #### #### #### 6000	Payments & Other Credits \$0.00	Purchases & Other Charges \$155.70	Cash Advances \$0.00	Total Activity \$155.70
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/03	08/04	PPLN01	24692162215100621254655	SQ *TKB BAKERY & DELI gosq.com CA	\$127.57
08/03	08/05	PPLN01	24445002216500487062174	CARDENAS MARKETS INDIO CA	\$28.13

Cardholder Account Summary

HEBERTO MORENO #### #### #### 6026	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,628.28	Cash Advances \$0.00	Total Activity \$1,628.28
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/02	08/03	PPLN01	24492152214852603141011	PAYPAL *OCTWATERQUA 402-935-7733 CA	\$79.50
08/02	08/03	PPLN01	24492152214852602980153	PAYPAL *OCTWATERQUA 402-935-7733 CA	\$289.80
08/04	08/07	PPLN01	24431052217838000010118	NAPA PARTS 0049251 COACHELLA CA	\$335.67
08/11	08/14	PPLN01	24717052224262245940409	SO PT HOTEL AND CASINO LAS VEGAS NV	\$222.80
08/14	08/15	PPLN01	24692162226100901950375	APPLE.COM/BILL 866-712-7753 CA	\$2.99
08/24	08/25	PPLN01	24692162236100059044722	WWW COSTCO COM 800-955-2292 WA	\$293.52
08/30	08/31	PPLN01	24801972243690859987758	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$202.00
08/30	08/31	PPLN01	24801972243690860058870	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$202.00

Cardholder Account Summary						
TINO TIJERINA #### #### #### 6034			Payments & Other Credits \$90.00-	Purchases & Other Charges \$3,269.60	Cash Advances \$0.00	Total Activity \$3,179.60
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
08/05	08/07	PPLN01	24943012218010183667791	THE HOME DEPOT #6874 INDIO CA	\$54.33	
08/05	08/07	PPLN01	24269792218500864302661	KSC & SON CORPORATION - G INDIO CA	\$19.99	
08/10	08/11	PPLN01	24239002222900013200094	FIESTA FORD LINCOLN INDIO CA	\$432.94	
08/11	08/14	PPLN01	24717052224172241496118	KEEP IT COOL WINDOW TINTI INDIO CA	\$220.00	
08/16	08/17	PPLN01	24493982228207178600268	SEPULVEDA BLDG THOU PALM THOUSAND PALM CA	\$163.78	
08/16	08/17	PPLN01	24801972229690725668531	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$95.00	
08/16	08/18	PPLN01	24943012229010180276338	THE HOME DEPOT #6874 INDIO CA	\$122.86	
08/22	08/24	PPLN01	24247602235500601396023	CARPENTER RIGGING AND SUP 415-285-1954 CA	\$509.38	
08/22	08/24	PPLN01	24943012235010179790366	THE HOME DEPOT #6874 INDIO CA	\$117.06	
08/25	08/26	PPLN01	24717052237292371884209	CASTANEDAS MEXICAN FOOD INDIO CA	\$188.28	
08/26	08/28	PPLN01	24943012239010183729588	THE HOME DEPOT #6874 INDIO CA	\$31.20	
08/25	08/28	PPLN01	24692162238101510590277	THE HOME DEPOT 6874 INDIO CA	\$803.66	
08/26	08/28	PPLN01	24489932239600127966988	1000BULBS.COM 800-624-4488 TX	\$91.33	
08/25	08/28	PPLN01	74269792238500890514165	CREDIT VOUCHER KSC & SON CORPORATION - G INDIO CA	\$90.00-	
07/24	08/07	PPLN01	24269792206500626496656	DISPUTE	\$19.99	
06/24	08/07	PPLN01	24269792176500868327508	DISPUTE	\$19.99	
06/24	08/28	PPLN01	24269792176500868327508	DISPUTE RESOLUTION	\$19.99	
06/24	08/07	PPLN01	24269792176500868328183	DISPUTE	\$19.99	
06/24	08/28	PPLN01	24269792176500868328183	DISPUTE RESOLUTION	\$19.99	
06/24	08/07	PPLN01	24269792176500868327680	DISPUTE	\$19.99	
06/24	08/28	PPLN01	24269792176500868327680	DISPUTE RESOLUTION	\$19.99	
06/24	08/07	PPLN01	24269792176500868328001	DISPUTE	\$19.99	
06/24	08/28	PPLN01	24269792176500868328001	DISPUTE RESOLUTION	\$19.99	
06/25	08/07	PPLN01	24269792177500572812356	DISPUTE	\$19.99	
06/25	08/28	PPLN01	24269792177500572812356	DISPUTE RESOLUTION	\$19.99	
07/24	08/07	PPLN01	24269792206500626496326	DISPUTE	\$19.99	
07/24	08/28	PPLN01	24269792206500626496326	DISPUTE RESOLUTION	\$19.99	
07/24	08/07	PPLN01	24269792206500626496409	DISPUTE	\$19.99	
07/24	08/28	PPLN01	24269792206500626496409	DISPUTE RESOLUTION	\$19.99	
07/24	08/07	PPLN01	24269792206500626496573	DISPUTE	\$19.99	
07/24	08/28	PPLN01	24269792206500626496573	DISPUTE RESOLUTION	\$19.99	
07/24	08/07	PPLN01	24269792206500626496730	DISPUTE	\$19.99	
07/24	08/28	PPLN01	24269792206500626496730	DISPUTE RESOLUTION	\$19.99	
07/25	08/07	PPLN01	24269792207500606642948	DISPUTE	\$19.99	
07/25	08/28	PPLN01	24269792207500606642948	DISPUTE RESOLUTION	\$19.99	

Cardholder Account Summary						
SCOTT SEAR #### #### #### 6109			Payments & Other Credits \$0.00	Purchases & Other Charges \$1,367.99	Cash Advances \$0.00	Total Activity \$1,367.99
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
08/09	08/10	PPLN01	24628012221000167111681	PILOT_00381 HESPERIA CA	\$37.44	
08/09	08/10	PPLN01	24801972222839003659145	GOLDEN GATE - GARDNERVILLE GARDNERVILLE NV	\$65.09	
08/13	08/14	PPLN01	24943002226898030955893	COSTCO GAS #0441 PALM DESERT CA	\$89.68	
08/13	08/14	PPLN01	24493982225200227000138	RED BARN CAR WASH GARDNERVILLE NV	\$8.00	
08/13	08/15	PPLN01	24943002226750009339494	HYATT RESORT @ SQUAW CRK OLYMPIC VALLE CA	\$1,073.70	
08/13	08/15	PPLN01	24034542226001585212373	ARCO #42203 AMPM GARDNERVILLE NV	\$42.98	
08/19	08/21	PPLN01	24692162231100867593089	AMZN Mktp US*XJ3S706M3 Amzn.com/bill WA	\$51.10	

Cardholder Account Summary

EDUARDO LUNA #### #### #### 9557	Payments & Other Credits \$0.00	Purchases & Other Charges \$837.53	Cash Advances \$0.00	Total Activity \$837.53
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/31	08/01	PPLN01	24692162212100224529183	AMZN Mktp US*1C81M1Y40 Amzn.com/bill WA	\$254.35
08/04	08/05	PPLN01	24692162216100217879682	AMZN Mktp US*WV1Z47813 Amzn.com/bill WA	\$80.44
08/17	08/19	PPLN01	24943012230010176170591	THE HOME DEPOT #6874 INDIO CA	\$66.56
08/19	08/21	PPLN01	24801972232200863100019	BECK OIL INC LEE ESCHER COACHELLA CA	\$251.33
08/22	08/23	PPLN01	24692162234100443576381	AMZN Mktp US*CD00E2AZ3 Amzn.com/bill WA	\$184.85

Cardholder Account Summary

BRANDEN RODRIGUEZ #### #### #### 9565	Payments & Other Credits \$0.00	Purchases & Other Charges \$212.64	Cash Advances \$0.00	Total Activity \$212.64
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/11	08/12	PPLN01	24801972224690676141871	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$100.00
08/16	08/16	PPLN01	24431062228083710041840	AMAZON.COM*G78E63AK3 AMZN AMZN.COM/BILL WA	\$112.64

Cardholder Account Summary

HOLLY GOULD #### #### #### 7260	Payments & Other Credits \$530.00-	Purchases & Other Charges \$2,408.97	Cash Advances \$0.00	Total Activity \$1,878.97
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/02	08/03	PPLN01	24492152214852596922146	LIEBERTCASS 310-981-2000 CA	\$475.00
08/11	08/11		74692162223100014149582	CREDIT VOUCHER CBI*FLIPPINGBOOK LTD. 800-799-9570 IL	\$530.00-
08/10	08/12	PPLN01	24055232223014000082326	INTERNATIONAL PUBLIC MAN JSSISON@IPMA- VA	\$156.00
08/16	08/17	PPLN01	24445002229400204350835	WM SUPERCENTER #2181 INDIO CA	\$158.34
08/16	08/17	PPLN01	24226382229091004283465	WAL-MART #2181 INDIO CA	\$7.34
08/17	08/18	PPLN01	24692162229100619971827	AMZN Mktp US*7L2SG66E3 Amzn.com/bill WA	\$195.50
08/19	08/21	PPLN01	24399002231295047024841	BEST BUY MHT 00010207 LA QUINTA CA	\$19.55
08/22	08/23	PPLN01	24492152234852510559368	OWPSACSTATE 916-278-6142 CA	\$119.55
08/23	08/24	PPLN01	24801972236690793829776	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$100.00
08/23	08/24	PPLN01	24801972236690794014675	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$95.00
08/24	08/25	PPLN01	24431062236083328090338	GENERAL PARTS-CARQUEST 800-726-3449 NC	\$1,033.40
08/30	08/31	PPLN01	24226382243091003730369	WAL-MART #2181 INDIO CA	\$49.29

Cardholder Account Summary

ANNA BELL #### #### #### 7278	Payments & Other Credits \$0.00	Purchases & Other Charges \$3,306.06	Cash Advances \$0.00	Total Activity \$3,306.06
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/16	08/17	PPLN01	24940452228636000054273	USA BLUE BOOK 800-548-1234 IL	\$549.18
08/17	08/17	PPLN01	24431062229083350287207	AMAZON.COM*R26VS2KL3 AMZN AMZN.COM/BILL WA	\$162.30
08/16	08/18	PPLN01	24071052229330123413305	ESRI 888-3774675 CA	\$2,500.00
08/22	08/23	PPLN01	24692162234100678707917	Amazon.com*NQ65U5UW3 Amzn.com/bill WA	\$76.10

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/23	08/24	PPLN01	24692162235109063196296	AMZN Mktp US*PD29K5VK3 Amzn.com/bill WA	\$18.48

Cardholder Account Summary

JIMMY GARCIA ### # 7450	Payments & Other Credits \$0.00	Purchases & Other Charges \$894.09	Cash Advances \$0.00	Total Activity \$894.09
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/04	08/07	PPLN01	24427332217710041542635	INDIO CAR WASH, INC. INDIO CA	\$45.50
08/08	08/10	PPLN01	24717052221162218860712	SO PT STEAK N SHAKE LAS VEGAS NV	\$39.25
08/09	08/11	PPLN01	24717052222172220966612	SO PT GARDEN BUFFET LAS VEGAS NV	\$41.07
08/09	08/11	PPLN01	24717052222172220984680	SO PT BOWLING SNACK BAR LAS VEGAS NV	\$21.06
08/09	08/11	PPLN01	24692162222100293486537	CENTURY THEATRES 486 LAS VEGAS NV	\$5.80
08/10	08/12	PPLN01	24323002223400242001690	ZENSHIN ASIAN RESTAURANT LAS VEGAS NV	\$132.69
08/10	08/12	PPLN01	24717052223172232991680	SO PT GARDEN BUFFET LAS VEGAS NV	\$34.57
08/17	08/19	PPLN01	24137462230200218932339	AUTOZONE #3363 INDIO CA	\$32.05
08/19	08/21	PPLN01	24692162232100957583668	THE HOME DEPOT 6874 INDIO CA	\$215.39
08/19	08/21	PPLN01	24231682232837000093394	SMART AND FINAL 718 COACHELLA CA	\$115.32
08/22	08/24	PPLN01	24943012235010179790689	THE HOME DEPOT #6874 INDIO CA	\$164.19
08/22	08/24	PPLN01	24943012235010179790390	THE HOME DEPOT #6874 INDIO CA	\$47.20

Cardholder Account Summary

DANIEL A MILLS ### # 8110	Payments & Other Credits \$0.00	Purchases & Other Charges \$391.21	Cash Advances \$0.00	Total Activity \$391.21
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/03	08/05	PPLN01	24943012216010184279077	THE HOME DEPOT #6874 INDIO CA	\$74.17
08/04	08/07	PPLN01	24943012217010179808616	THE HOME DEPOT #6874 INDIO CA	\$137.26
08/23	08/25	PPLN01	24943012236010184157881	THE HOME DEPOT #6874 INDIO CA	\$179.78

Cardholder Account Summary

DAVE COMMONS ### # 7327	Payments & Other Credits \$0.00	Purchases & Other Charges \$695.91	Cash Advances \$0.00	Total Activity \$695.91
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/03	08/04	PPLN01	24204292215000395067745	Adobe Inc 800-8336687 CA	\$14.99
08/05	08/07	PPLN01	24692162217100436724809	LOWES #00907* 866-483-7521 NC	\$65.23
08/05	08/07	PPLN01	24692162217100436724817	LOWES #00907* 866-483-7521 NC	\$176.15
08/06	08/07	PPLN01	24013392218000603203914	6053 EL POLLO LOCO LAS VEGAS NV	\$10.83
08/05	08/07	PPLN01	24692162218100214282409	JACK IN THE BOX 3588 YERMO CA	\$5.04
08/06	08/07	PPLN01	24269792219000941307394	JIMMY JOHNS - 2666 LAS VEGAS NV	\$16.12
08/06	08/07	PPLN01	24943002219400082000097	KFC D212096 LAS VEGAS NV	\$10.18
08/05	08/07	PPLN01	24269792218001108060157	JIMMY JOHNS - 2524 LAS VEGAS NV	\$13.54
08/07	08/09	PPLN01	24431052220838003080840	MURPHY EXPRESS 8783 LAS VEGAS NV	\$111.65
08/07	08/09	PPLN01	24692162220100696354284	TST* The Great Greek Medi Las Vegas NV	\$18.29
08/07	08/09	PPLN01	24943002220750250003373	RED ROCK STEAKHOUSE LAS VEGAS NV	\$65.77
08/08	08/09	PPLN01	24692162221100264369564	PANERA BREAD #204566 P LAS VEGAS NV	\$16.97
08/08	08/10	PPLN01	24427332221710003259628	DENNY'S #7825 18007336 LAS VEGAS NV	\$14.75
08/09	08/11	PPLN01	24000972222624400260518	JOHN MULLS ROADKILL GR 702-6451200 NV	\$25.09
08/09	08/11	PPLN01	24427332222710042746261	SONIC DRIVE IN #3300 LAS VEGAS NV	\$9.62
08/10	08/11	PPLN01	24427332222740288719607	MCDONALD'S F35160 LASS VEGAS NV	\$7.67
08/10	08/12	PPLN01	24427332223710043805727	SONIC DRIVE IN #3300 LAS VEGAS NV	\$4.31
08/11	08/14	PPLN01	24692162224100039789978	RALLY'S #3447 LAS VEGAS NV	\$11.36
08/15	08/17	PPLN01	24431052228838003211157	MURPHY EXPRESS 8783 LAS VEGAS NV	\$98.35

Cardholder Account Summary

DEBRA CANERO #### #### #### 2806	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,073.70	Cash Advances \$0.00	Total Activity \$1,073.70
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/13	08/15	PPLN01	24943002226750009354089	HYATT RESORT @ SQUAW CRK OLYMPIC VALLE CA	\$1,073.70

Additional Information About Your Account

THE ITEM(S) LISTED ABOVE HAS BEEN DISPUTED BY YOU. WHILE IT REMAINS IN YOUR STATEMENT BALANCE, IT IS NOT INCLUDED IN PAYMENT CALCULATIONS. PLEASE REFER TO THE LAST PAGE OF YOUR STATEMENT FOR IMPORTANT INFORMATION ON DISPUTED TRANSACTIONS.

IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 09/11/22 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS \$19925.94

THE DISPUTE ON THE ITEM(S) LISTED ABOVE HAS BEEN RESOLVED. THANK YOU FOR YOUR ASSISTANCE AND COOPERATION.

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$19,925.94
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00

* Periodic Rate (M)=Monthly (D)=Daily

** includes cash advance and foreign currency fees

Days In Billing Cycle: 31

APR = Annual Percentage Rate

¹ FCM = Finance Charge Method

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, Per District Policy, in the Amount of \$1,000

Executive Summary

The purpose of this report is to present the request for reimbursement.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 1: Fully staffed with a highly trained and motivated team.

Fiscal Impact

The reimbursement request is \$1,000 and is included in the budget for FY 2022-23.

Background

VSD's Education & Training policy authorizes the reimbursement of up to \$1,000 per quarter, semester, or course with a maximum tuition reimbursement of \$3,000 per employee in a single fiscal year. This request is the first request for FY 2022-23.

To qualify for reimbursement, the employee must provide proof of payment and evidence that the employee received a passing grade ["C" or equivalent or better]. The attached transcript shows that the employee received a grade of Credit for the course (the course was graded Credit/No Credit). Approval by the Board of Directors is necessary for the General Manager to receive the requested reimbursement.

Recommendation

Staff recommends that the Board authorize the reimbursement as submitted.

Attachments

- Attachment A: Reimbursement Request Form
- Attachment B: Unofficial Transcript showing grades
- Attachment C: Payment dated 8/13/2022 for August Term
- Attachment D: Payment dated 7/18/2022 for July Term
- Attachment E: Payment dated 6/28/2022 for July Term
- Attachment F: Student Account

**VALLEY SANITARY DISTRICT
TUITION AND TRAINING REIMBURSEMENT APPLICATION
FOR EMPLOYEE USE: Tuition and Training Expense Plan (Complete in advance of Enrollment)**

Employee Name:	Beverli A. Marshall
Department:	Administrative Services
Date of Request:	9/19/22 (Request #1 for FY 2022-23)

School	Alliant International University
Mailing Address	10455 Pomerado Rd
City , State and Zip	San Diego, CA 92131

Signature of Payee: *Beverli A. Marshall*

By signing I affirm that the reimbursement requested is within the guidelines of the tuition and training reimbursement program

Course Titles	Course Dates (From - To)	Number of Units	Costs (attach receipts)
Dissertation 4A	2022 July Term	1.5	\$1,425.00
Service Fees			\$ 65.00
Founder's Grant			\$ (624.00)
Dissertation 4B	2022 August Term	1.5	\$1,425.00
Service Fees			\$ 65.00
Founder's Grant			\$ (624.00)
Degree Conferral Fee	8/31/2022		\$100.00

\$1,832.00

Are Books Eligible for Reimbursement ? (CIRCLE ONE) YES NO

List Books Purchased (include Receipts)

Text Books Utilized	Cost

Grand Total to be Reimbursed	\$1,000.00
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Unofficial Transcript

10455 Pomerado Rd.
 San Diego, CA 92131
 (866)825-5426
www.alliant.edu

Student: Beverli A Marshall

Student ID: 645978

DOB: 4/7

Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points	Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points
Program: Doctor of Business Administration						Term: 20_T_07JUL 2020 July Term					
CA School of Mgmt & Leadership						MGT80210	Contemporary Readings In Strategy	3.00	3.00	A	12.00
Enrollment #: MA19128446 Status: Graduate						MGT80220	Management, Strategy And Leadership	3.00	3.00	A	12.00
Start Date: 10/21/19 Planned Grad Date: 8/25/2022								<u>6.00</u>	<u>6.00</u>		<u>24.00</u>
Term: 19_T_10OCT 2019 October Term						Term GPA: 4.00 Cum GPA: 4.00					
BUS7035	Advanced Statistics I	3.00	3.00	A	12.00	Term: 20_T_08AUG 2020 August Term					
		<u>3.00</u>	<u>3.00</u>		<u>12.00</u>	BUS70360	Advanced Statistics II	3.00	3.00	A	12.00
Term GPA: 4.00 Cum GPA: 4.00						LDR87800	Creating Change And Innovation	3.00	3.00	A	12.00
Term: 20_T_01JAN 2020 January Term								<u>6.00</u>	<u>6.00</u>		<u>24.00</u>
BUS8011	Organizational Behavior And Development	3.00	3.00	A	12.00	Term GPA: 4.00 Cum GPA: 4.00					
		<u>3.00</u>	<u>3.00</u>		<u>12.00</u>	Term: 20_T_10OCT 2020 October Term					
Term GPA: 4.00 Cum GPA: 4.00						BUS70540	Research Scholars Community	3.00	3.00	A	12.00
Term: 20_T_03MAR 2020 March Term						ELM88320	Law, Ethics And Equity	3.00	3.00	A	12.00
BUS7062	Cross Cultural Management And Global Issues	3.00	3.00	A	12.00			<u>6.00</u>	<u>6.00</u>		<u>24.00</u>
DAT7024	Qualitative And Survey Research	3.00	3.00	A	12.00	Term GPA: 4.00 Cum GPA: 4.00					
		<u>6.00</u>	<u>6.00</u>		<u>24.00</u>	Term: 21_T_01JAN 2021 January Term					
Term GPA: 4.00 Cum GPA: 4.00						BUS70110	Foundations And Critical Issues In Global Business	3.00	3.00	A	12.00
Term: 20_T_05MAY 2020 May Term						BUS80640	Competency Project I	3.00	3.00	A	12.00
BUS70250	Foundations Of Research	3.00	3.00	A	12.00			<u>6.00</u>	<u>6.00</u>		<u>24.00</u>
		<u>3.00</u>	<u>3.00</u>		<u>12.00</u>	Term GPA: 4.00 Cum GPA: 4.00					
Term GPA: 4.00 Cum GPA: 4.00											

* Indicates Retaken Course
 † Indicates Associated Course

Unofficial Transcript

10455 Pomerado Rd.
 San Diego, CA 92131
 (866)825-5426
www.alliant.edu

Student: Beverli A Marshall

Student ID: 645978

DOB: 4/7

Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points	Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points
Term: 21_T_03MAR 2021 March Term						Term: 22_T_03MAR 2022 March Term					
BUS80650	Competency Project II	3.00	3.00	A	12.00	BUS99810B	Dissertation Research 2B	1.50	1.50	CR	0.00
								1.50	1.50		0.00
Term GPA: 4.00		Cum GPA: 4.00				Term GPA: 0.00		Cum GPA: 4.00			
Term: 21_T_05MAY 2021 May Term						Term: 22_T_05MAY 2022 May Term					
BUS80660	Competency Project III	3.00	3.00	A	12.00	BUS99820A	Dissertation Research 3A	1.50	1.50	CR	0.00
ORG62080	Motivation, Employee Engagement, and Retention	3.00	3.00	A	12.00			1.50	1.50		0.00
		6.00	6.00		24.00	Term GPA: 0.00		Cum GPA: 4.00			
Term GPA: 4.00		Cum GPA: 4.00				Term: 22_T_07JUL 2022 July Term					
Term: 21_T_07JUL 2021 July Term						Term: 22_T_08AUG 2022 August Term					
BUS99800A	Dissertation Research 1A	1.50	1.50	CR	0.00	BUS99830A	Dissertation Research 4A	1.50	1.50	CR	0.00
		1.50	1.50		0.00			1.50	1.50		0.00
Term GPA: 0.00		Cum GPA: 4.00				Term GPA: 0.00		Cum GPA: 4.00			
Term: 21_T_08AUG 2021 August Term						Term: 22_T_10OCT 2021 October Term					
BUS99800B	Dissertation Research 1B	1.50	1.50	CR	0.00	BUS99810A	Dissertation Research 2A	1.50	1.50	CR	0.00
		1.50	1.50		0.00			1.50	1.50		0.00
Term GPA: 0.00		Cum GPA: 4.00				Term GPA: 0.00		Cum GPA: 4.00			
Term: 21_T_10OCT 2021 October Term						Term: 22_T_01JAN 2022 January Term					
Term: 21_T_01JAN 2022 January Term						Doctor of Business Administration					
Term: 21_T_01JAN 2022 January Term						Concentration(s): Management					
Term: 21_T_01JAN 2022 January Term						GPA: 4.00		60.00		60.00	

* Indicates Retaken Course
 † Indicates Associated Course

Unofficial Transcript

10455 Pomerado Rd.
 San Diego, CA 92131
 (866)825-5426
www.alliant.edu

Student: Beverli A Marshall

Student ID: 645978

DOB: 4/7

Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points	Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points
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Degrees/Certificates awarded for enrollment					
<u>Degrees/Certificates</u>			<u>Date Awarded</u>		
Doctor of Business Administration			8/25/2022		

*** End of Transcript ***

* Indicates Retaken Course
 † Indicates Associated Course

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Payment Verification

Alliant International University

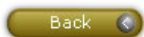
Confirmation Number: 251819713
Payment Date: Saturday, August 13, 2022
Payment Time: 10:37AM PT

Tuition and Fees

Payment Method	Amount	Service Fee	Total
VISA Ending in 7213	\$433.00	\$0.00	\$433.00

Account Information

Name Beverli Aileene Marshall
Street Address 80345 Torreon Way
City La Quinta
State CA
Zip Code 92253
Country United States
Phone 925-788-3041
Email beverli.marshall@gmail.com
Unique ID: e5fc310e-9424-48f7-b46b-f4dbf2fb0f43
Student ID: 16955
Enrollment ID:
Student Number: 645978
Ad Term ID: 80
AmountDue: -1.00



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Payment Verification

Alliant International University

Confirmation Number: 251738126
Payment Date: Monday, July 18, 2022
Payment Time: 07:09PM PT

Tuition and Fees

Payment Method	Amount	Service Fee	Total
VISA Ending in 7213	\$121.00	\$0.00	\$121.00

Account Information

Name Beverli Aileene Marshall
Street Address 80345 Torreon Way
City La Quinta
State CA
Zip Code 92253
Country United States
Phone 925-788-3041
Email beverli.marshall@gmail.com
Unique ID: d7194cfb-d664-4b79-9bc4-fc8ca3b88c5c
Student ID: 16955
Enrollment ID:
Student Number: 645978
Ad Term ID: 80
AmountDue: -1.00



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Payment Verification

Alliant International University

Confirmation Number: 251669893
Payment Date: Tuesday, June 28, 2022
Payment Time: 09:43AM PT

Tuition and Fees

Payment Method	Amount	Service Fee	Total
Ending in 7213	\$745.00	\$0.00	\$745.00

Account Information

Name Beverli Aileene Marshall
Street Address 80345 Torreon Way
City La Quinta
State CA
Zip Code 92253
Country United States
Phone 925-788-3041
Email bmarshall@valley-sanitary.org
Unique ID: ddeea156-cb01-486f-8ec7-2dbd748a9393
Student ID: 16955
Enrollment ID:
Student Number: 645978
Ad Term ID: 80
AmountDue: -1.00

[Back](#)

Student Registration Bill Summary by Term

9/12/2022
3:38:22PM

Student Name Beverli Marshall
Student ID 645978
Term(s) 2019 October Term,2020 August Term,2020 January Term,2020 July Term,2020 March Term,2020 May Term,2020 October Term,2021 August Term,2021 January Term,2021 July Term,2021 March Term,2021 May Term,2021 October Term,2022 August Term,2022 January Term,2022 July Term,2022 March Term,2022 May

Description	Amount	Date	Term Description
Charges:			
Tuition	(\$1,425.00)	08/29/2022	2022 August Term
Institutional Services Fee	(\$65.00)	08/29/2022	2022 August Term
Institutionl Service Fee October Session '19-GRAD	\$65.00	10/21/2019	2019 October Term
Tuition - CSML October Session '19-GRAD	\$2,850.00	10/21/2019	2019 October Term
Tuition	\$2,850.00	01/22/2020	2020 January Term
Institutional Services Fee	\$65.00	01/22/2020	2020 January Term
Tuition	\$5,700.00	03/18/2020	2020 March Term
Institutional Services Fee	\$65.00	03/18/2020	2020 March Term
Tuition	\$2,850.00	05/13/2020	2020 May Term
Institutional Services Fee	\$65.00	05/13/2020	2020 May Term
Tuition	\$5,700.00	09/01/2020	2020 August Term
Institutional Services Fee	\$65.00	09/01/2020	2020 August Term
Tuition	\$5,700.00	10/27/2020	2020 October Term
Institutional Services Fee	\$65.00	10/27/2020	2020 October Term
Tuition	\$5,700.00	01/20/2021	2021 January Term
Institutional Services Fee	\$65.00	01/20/2021	2021 January Term
Tuition	\$5,700.00	07/08/2020	2020 July Term
Institutional Services Fee	\$65.00	07/08/2020	2020 July Term
Tuition	\$2,850.00	03/16/2021	2021 March Term
Institutional Services Fee	\$65.00	03/16/2021	2021 March Term
Tuition	\$5,700.00	05/11/2021	2021 May Term
Institutional Services Fee	\$65.00	05/11/2021	2021 May Term
Tuition	\$1,425.00	07/07/2021	2021 July Term
Institutional Services Fee	\$65.00	07/07/2021	2021 July Term

Student Registration Bill Summary by Term

9/12/2022
3:38:22PM

Student Name Beverli Marshall
Student ID 645978
Term(s) 2019 October Term,2020 August Term,2020 January Term,2020 July Term,2020 March Term,2020 May Term,2020 October Term,2021 August Term,2021 January Term,2021 July Term,2021 March Term,2021 May Term,2021 October Term,2022 August Term,2022 January Term,2022 July Term,2022 March Term,2022 May

Description	Amount	Date	Term Description
Tuition	\$1,425.00	08/31/2021	2021 August Term
Institutional Services Fee	\$65.00	08/31/2021	2021 August Term
Tuition	\$1,425.00	10/26/2021	2021 October Term
Institutional Services Fee	\$65.00	10/26/2021	2021 October Term
Tuition	\$1,425.00	01/19/2022	2022 January Term
Institutional Services Fee	\$65.00	01/19/2022	2022 January Term
Tuition	\$1,425.00	03/15/2022	2022 March Term
Institutional Services Fee	\$65.00	03/15/2022	2022 March Term
Tuition	\$1,425.00	05/10/2022	2022 May Term
Institutional Services Fee	\$65.00	05/10/2022	2022 May Term
Tuition	\$1,425.00	07/06/2022	2022 July Term
Institutional Services Fee	\$65.00	07/06/2022	2022 July Term
Tuition	\$1,425.00	08/29/2022	2022 August Term
Institutional Services Fee	\$65.00	08/29/2022	2022 August Term
Degree Conferral Fee	\$100.00	08/31/2022	2022 August Term
Total:	\$56780.00		

Anticipated Financial Aid:

Total: \$0.00

Payments:

Student Registration Bill Summary by Term

9/12/2022
3:38:22PM

Student Name Beverli Marshall
Student ID 645978
Term(s) 2019 October Term,2020 August Term,2020 January Term,2020 July Term,2020 March Term,2020 May Term,2020 October Term,2021 August Term,2021 January Term,2021 July Term,2021 March Term,2021 May Term,2021 October Term,2022 August Term,2022 January Term,2022 July Term,2022 March Term,2022 May

Description	Amount	Date	Term Description
ACH Stipend	(\$524.00)	9/7/22	2022 August Term
Stipend - CASH 2022-23	(\$433.00)	9/6/22	2022 August Term
Founder's Grant 2022-23	\$624.00	9/1/22	2022 August Term
Web	\$433.00	8/13/22	2022 August Term
Web	\$121.00	7/18/22	2022 July Term
Founder's Grant 2022-23	\$624.00	7/8/22	2022 July Term
Web	\$745.00	6/28/22	2022 July Term
Web	\$433.00	5/30/22	2022 May Term
Founder's Grant 2021-22	\$624.00	5/12/22	2022 May Term
Web	\$433.00	5/2/22	2022 May Term
Web Payment on Account	\$433.00	3/26/22	2022 March Term
Founder's Grant 2021-22	\$624.00	3/16/22	2022 March Term
Web Payment on Account	\$433.00	3/4/22	2022 March Term
Founder's Grant 2021-22	\$624.00	1/20/22	2022 January Term
Web Payment on Account	\$866.00	1/3/22	2022 January Term
Stipend - CASH 2021-22	(\$624.00)	11/2/21	2021 October Term
Founder's Grant 2021-22	\$624.00	10/27/21	2021 October Term
Web Payment on Account	\$1,490.00	10/15/21	2021 October Term
Founder's Grant 2021-22	\$624.00	9/9/21	2021 August Term
Web Payment on Account	\$866.00	8/23/21	2021 August Term
Web Payment on Account	\$121.00	7/19/21	2021 July Term
Founder's Grant 2021-22	\$624.00	7/9/21	2021 July Term
Web Payment on Account	\$745.00	6/22/21	2021 July Term
Web Payment on Account	\$1,634.50	6/3/21	2021 May Term
Founder's Grant 2020-21	\$2,496.00	5/12/21	2021 May Term
Web Payment on Account	\$1,634.50	5/3/21	2021 May Term
Founder's Grant 2020-21	\$1,248.00	3/17/21	2021 March Term
Web Payment on Account	\$1,667.00	2/28/21	2021 March Term
Founder's Grant 2020-21	\$2,496.00	1/20/21	2021 January Term
Web Payment on Account	\$3,269.00	1/11/21	2021 January Term
Founder's Grant 2020-21	\$2,496.00	10/29/20	2020 October Term
Web Payment on Account	\$3,269.00	10/13/20	2020 October Term
Founder's Grant 2020-21	\$2,496.00	9/3/20	2020 August Term

Student Registration Bill Summary by Term

9/12/2022
3:38:22PM

Student Name Beverli Marshall

Student ID 645978

Term(s) 2019 October Term,2020 August Term,2020 January Term,2020 July Term,2020 March Term,2020 May Term,2020 October Term,2021 August Term,2021 January Term,2021 July Term,2021 March Term,2021 May Term,2021 October Term,2022 August Term,2022 January Term,2022 July Term,2022 March Term,2022 May

Description	Amount	Date	Term Description
Web Payment on Account	\$3,269.00	8/27/20	2020 August Term
Founder's Grant 2020-21	\$2,496.00	7/9/20	2020 July Term
Web Payment on Account	\$3,269.00	7/1/20	2020 July Term
Web Payment on Account	\$833.50	5/28/20	2020 May Term
Founder's Grant 2019-20	\$1,248.00	5/15/20	2020 May Term
Web Payment on Account	\$833.50	5/4/20	2020 May Term
Stipend - CASH	(\$1,248.00)	3/23/20	2020 March Term
Founder's Grant 2019-20	\$2,496.00	3/19/20	2020 March Term
Web Payment on Account	\$4,517.00	3/2/20	2020 March Term
Founder's Grant 2019-20	\$1,248.00	1/29/20	2020 January Term
Web Payment on Account	\$1,667.00	1/15/20	2020 January Term
Founder's Grant Financial Aid	\$1,248.00	10/29/19	2019 October Term
Online Payment - CC	\$1,667.00	10/17/19	2019 October Term
Total:	\$56780.00		

Student Registration Bill Summary by Term

9/12/2022
3:38:22PM

Student Name Beverli Marshall
Student ID 645978
Term(s) 2019 October Term,2020 August Term,2020 January Term,2020 July Term,2020 March Term,2020 May Term,2020 October Term,2021 August Term,2021 January Term,2021 July Term,2021 March Term,2021 May Term,2021 October Term,2022 August Term,2022 January Term,2022 July Term,2022 March Term,2022 May

Description	Amount	Date	Term Description
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Account Summary:

Charges:	\$56780.00
Financial Aid:	\$0.00
Payments:	\$56780.00
Amount due or (due to Student) :	\$0.00



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors
THRU: Beverli A. Marshall, General Manager
FROM: Anna Bell, Laboratory & Compliance Supervisor
Ivan Monroy, Environmental Compliance Inspector II
SUBJECT: Adopt Proposed Sewer Construction and Use Ordinance No. 2022-121

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors to adopt the proposed Sewer Construction and Use Ordinance No. 2022-121.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Goal 6: Improve Planning, Administration and Governance.

Background

At the September 13th, 2022, Board of Directors meeting, staff presented a red-lined Sewer Construction and Use Ordinance for the Board of Directors to review. Attachment A VSD Sewer Construction and Use Ordinance No. 2022-121 is the final updated version.

The Sewer Construction and Use Ordinance (SUO) was revised to maintain consistency and remove conflicting language by incorporating the model Environmental Protection Agency (EPA) ordinance language and audit recommendations. Based on the enforcement provisions in the SUO, the Enforcement Response Plan was updated to maintain uniformity with the 40 CFR 403 recommendations.

Recommendation

Notwithstanding any input from the public necessitating modifications to draft Ordinance 2022-121 as a result of the public hearing, Staff recommends that the Board of Directors adopt Sewer Construction and Use Ordinance No. 2022-121 as presented.

Attachments

Attachment A:

VSD Sewer Construction and Use Ordinance No. 2022-121

VALLEY SANITARY DISTRICT
SEWER CONSTRUCTION AND USE ORDINANCE



ORDINANCE NO. 2022-121

Adopted: September 27, 2022

VALLEY SANITARY DISTRICT
SEWER CONSTRUCTION AND USE ORDINANCE

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VALLEY SANITARY DISTRICT

SEWER CONSTRUCTION AND USE ORDINANCE

INTRODUCTION AND SUMMARY

Valley Sanitary District was formed in 1925 and now provides for collection, treatment and disposal of wastewater generated by the City of Indio, a portion of the City of Coachella, some unincorporated areas of Indio and the adjacent Cabazon Band of Mission Indians. Recognizing the need to control the quantity and quality of wastewaters discharged to the sewerage facilities and establish standards for public sewers, the District's Board of Directors adopted ordinances regulating the construction and use of the sewerage systems. This Ordinance sets forth uniform requirements for Users of the District's sewerage facilities and enables the District to comply with all applicable state and Federal laws including the Clean Water Act (33 U.S.C. 1251, et. seq.), and many of the requirements of the General Pretreatment Regulations (40 CFR 403). The objectives of this Ordinance are:

- To ensure that sewerage facilities connected to, and a part of the District's sewerage system provide for the maximum public benefit by meeting the District's standards.
- To ensure the District's compliance with the requirements of Federal, state, and local regulatory agencies and the National Pollutant Discharge Elimination System (NPDES).
- To prevent the introduction of pollutants into the District's sewerage facilities that may interfere with District operations, including but not limited to blockages caused by solids or fats, oils, and grease (FOG) or pollutants that contaminate the resulting sludge.
- To prevent the introduction of pollutants into the District's sewerage facilities that may pass through the District's sewerage facilities, inadequately treated, into receiving waters or otherwise be incompatible with the sewerage facilities.
- To ensure that the quality of the biosolids generated during treatment is maintained at a level that allows their use and disposal in compliance with applicable statutes and regulations.
- To improve the opportunity to recycle, reuse, and conserve non-renewable resources.
- To require waste minimization and material substitution by Industrial Users.
- To prevent exposure of the District's employees to chemical hazards created by industrial discharges.
- To establish an effective permitting, monitoring, and enforcement program for the control of industrial wastewaters.
- To equitably allocate treatment costs.

This Ordinance shall apply to all Users of the District's sewerage facilities. The Ordinance authorizes the issuance of Wastewater Connection Permits and Wastewater Discharge Permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires Industrial User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Discharge to the sewer is a privilege and not a right. The privilege to discharge is controlled by this Ordinance. Individual control of a discharge is through the issuance of a permit. Issuance of a permit must be followed by enforcement of its provisions. Therefore, if a permit is issued, then the District is committed to make sure that the User follows the permit conditions or after working with the User to come into compliance, revoking the privilege and disconnecting sewer services.

Users of the District's sewerage facilities include a wide range of commercial and industrial facilities. While all Users are subject to the regulations contained herein and required to have a connection permit, only a few types of facilities require discharge permits. Of the five types of permits, two will be the most common. Class I Permittees are those whose discharge is likely to have an adverse effect on the District's sewerage system if not properly controlled. These dischargers may be federally regulated industries such as metal finishers, a discharge greater than 25,000 gallons per day such as a bottling plant, or they may discharge a regulated constituent in a quantity that may cause a problem in the District's collection or treatment facilities such as a grease recycling facility. Among other conditions, the permit may require the user to meet certain discharge limits and perform monitoring of its own discharge to establish that it is in compliance with applicable discharge limits.

Other commercial or industrial facilities such as food service establishments, radiator shops, and laundromats may be required to obtain a General Discharge Permit or a Class II discharge permit. These types of facilities will only be required to obtain a permit if the District suspects or knows that the discharge from a certain class of business is adversely affecting the District's sewerage facility. For example, if grease from food service establishments is causing a problem in the collection or treatment system, the District may decide to require all food service establishments to obtain permits. The permit may require proof of a properly sized and periodic maintenance of the grease interceptor. If the problem is not mitigated, the District may require discharge testing to prove compliance with a discharge limit.

Enforcement of the Ordinance is designed to allow those industries willing to comply to do so with an understanding from the District. Normally, if the User is cooperative, the District will work with the User to bring it into compliance with permit conditions taking the User through a series of stepped-up enforcement. However, the Ordinance is also flexible so that when extreme or hazardous conditions exist, the District can immediately stop the discharge from causing damage to the District's facilities.

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
VALLEY SANITARY DISTRICT
ESTABLISHING WASTEWATER DISCHARGE
REGULATIONS ORDINANCE # 2022-121**

The Board of Directors of Valley Sanitary District, California do hereby ORDAIN:

Section I: Wastewater Discharge Regulations governing the use of District sewerage facilities are hereby enacted to provide:

ARTICLE 1

GENERAL PROVISIONS

101. AUTHORIZATION

This Ordinance is enacted pursuant to authority contained in the Sanitary District Act of 1923, California Health and Safety Code, Sections 6400 et seq. and exercises authority conferred by law including, but not limited to, Health and Safety Code Sections 5400 through 5474, and California Government Code, Sections 54725 through 54740.6

102. PURPOSE AND POLICY

- A. The purpose of this Ordinance is to provide for the maximum public benefit from the use of District's facilities. This shall be accomplished by regulating sewer use and wastewater discharges, by providing equitable distribution of costs in compliance with applicable Federal, State, and local Regulations, and by providing procedures that will allow the District to comply with requirements placed upon the District by other regulatory agencies.
- B. This Ordinance shall be interpreted in accordance with the definitions set forth in Section 103. The provisions of the Ordinance shall apply to the direct or indirect discharge of all liquid wastes carried to facilities of the District.
- C. To comply with Federal, State, and local policies and to allow the District to meet applicable standards of treatment plant effluent quality, biosolids quality, and air quality, provisions are made in this Ordinance for the regulation of wastewater discharges to the public sewer. This Ordinance establishes quantity and quality limits on all wastewater discharges that may adversely affect the District's sewerage systems, processes, effluent quality, biosolids quality, air emission characteristics, or inhibit the District's ability to beneficially reuse or dispose of its biosolids or meet biosolids discharge criteria. It is the intent of these limits to improve the quality of wastewater being received for treatment and to encourage water conservation and waste minimization by all users connected to a public sewer. It is the District's intent to limit future increases in the quantity (mass emission) of waste constituents being discharged. This Ordinance also provides for regulation of the degree of waste pretreatment required, the issuance of permits for wastewater discharge and connections and other miscellaneous permits and establishes penalties for violation of the Ordinance.
- D. Since the District is committed to a policy of wastewater reclamation and reuse as an

alternate source of water supply, the implementation of programs for reclamation through wastewater treatment processes may necessitate more stringent quality requirements on wastewater discharges. In the event that more stringent quality requirements are necessary, the applicable Ordinance will be amended to reflect those changes.

- E. Since the District is committed to a policy for the beneficial use of biosolids, the implementation of programs to land-apply or provide for the marketing and distribution of biosolids may necessitate more stringent quality requirements on wastewater discharges.
- F. Since the District is also committed to meet applicable air quality goals established by the South Coast Air Quality Management District, more stringent quality requirements on wastewater discharges may be required to meet such goals.

103. DEFINITIONS

- A. Unless otherwise defined herein, the testing procedures for waste constituents and characteristics shall be as provided in 40 CFR Part 136 (Code of Federal Regulations; Title 40; Protection of Environment; Chapter I, Environmental Protection Agency; Part 136, Test Procedures for the Analyses of Pollutants), or as specified.

Other terms not herein defined are defined as being the same as set forth in the current editions of the California Building Code and California Plumbing Code.

- 1. Applicant shall mean the person making application for a connection permit for a sewer or plumbing installation and shall be the owner, or authorized agent of premises to be served by the sewer for which a permit is requested.
- 2. Authorized or Duly Authorized Representative of the User:
 - a) If the User is a corporation:
 - 1) The president, secretary, treasurer, or a 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
 - 2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to ensure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit or general discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - c) If the User is a Federal, State, or local governmental facility: a director or

highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

- d) The individuals described in paragraphs 1 through 3 above may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.
3. Best Management Practices (BMPs) shall mean the schedule of activities, prohibition of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5 (a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage of raw materials storage.
 4. Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).
 5. Biosolids shall mean a primarily organic solid product, produced by wastewater treatment process that can be beneficially recycled.
 6. Board shall mean the Board of Directors of Valley Sanitary District.
 7. Building shall mean any structure used for human habitation or a place of business, recreation, or other purpose.
 8. Building Drain shall mean the part of the lowest piping of a drainage system that receives the discharge of sanitary waste from drainage pipe inside the walls of the building and conveys it to the private sewer lateral beginning two feet outside the building wall.
 9. Building Sewer See Private Sewer Lateral.
 10. Bypass shall mean the intentional diversion of wastestreams from any portion of an industrial user's treatment facility.
 11. Categorical Pretreatment Standards or Categorical Standard shall mean any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. 1317) that apply to a specific category of industrial users and appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
 12. Chemical Oxygen Demand (COD) shall mean the measure of chemically oxidizable material in domestic or other wastewaters as determined by appropriate testing procedure and expressed in terms of milligrams per liter.
 13. City shall mean the cities of Indio or Coachella, California, as served by the District.
 14. Code of Federal Regulations (CFR) shall mean the codification of the general and permanent regulations published in the Federal Register by the executive departments and agencies of the Federal Government.

15. Composite Sample shall mean a collection of individual samples obtained at selected intervals based on an increment of either flow or time. The resulting mixture (composite sample) forms a representative sample of the wastestream discharged during the sample period. Samples will be collected when manufacturing, processing, or other industrial wastewater discharge occurs.
16. Connection Permit shall mean a permit issued by the District, upon payment of a capital facilities connection charge, authorizing the Permittee to connect directly to a District sewerage facility or to a sewer that ultimately discharges into a District sewerage facility.
17. Contractor shall mean an individual, firm, corporation, partnership, or association duly licensed by the State of California to perform the type of work to be done under the connection permit.
18. County shall mean County of Riverside, California, and the unincorporated areas of Riverside County within the District's service boundary.
19. Development shall mean parcel of land on which dwelling units, commercial or industrial buildings or other improvements are built.
20. Discharge or Indirect Discharge shall mean the introduction of pollutants into the District's facilities from any non-domestic source.
21. Discharger shall mean any person who discharges or causes a discharge of non-domestic wastewater directly or indirectly to a public sewer. Discharger shall mean the same as User.
22. District Sewerage Facility or System shall mean any property belonging to the District used in the treatment, reclamation, reuse, transportation, or disposal of wastewater, or biosolids.
23. District shall mean Valley Sanitary District.
24. Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.
25. Dwelling Unit shall mean a single unit providing complete, independent living facilities for one or more persons, which may include permanent provisions for living, sleeping, eating, cooking and sanitation. For the purpose of this Ordinance, a mobile home shall be considered as a Dwelling Unit. More than one Dwelling Unit per structure and/or lot shall be deemed Multiple Dwelling Units.
26. Enforcement Compliance Schedule Agreement (ECSA) shall mean a mutual agreement between the District and Permittee amending the permit to require implementation of necessary pollution prevention or pretreatment practices and/or installation of equipment to ensure permit compliance.
27. Fats, Oils, and Grease (FOG) shall mean organic polar compound derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended.

28. Federal Regulations shall mean any applicable provision of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, Title 33, United States Code, Section 1251 and following, and any regulation promulgated by the US EPA under Title 40 CFR implementing that act.
29. Floor Area shall mean the area included within the surrounding exterior walls of a building or portion thereof, exclusive of ramps, docks, vent shafts, and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above.
30. Flow Monitoring Facilities shall mean equipment and structures provided at the user's expense to measure, totalize, and/or record, the incoming water to the facility or the wastewater discharged to the sewer.
31. Food Service Establishment (FSE) includes, but is not limited to, any facility preparing and/or serving food for commercial use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation, meat cutting and preparation, and other food handling facilities not listed above where fats, oils, and grease may be introduced into the sanitary sewers.
32. General Manager shall mean the General Manager of Valley Sanitary District, or the authorized representative of the General Manager of Valley Sanitary District.
33. Grab Sample shall mean a sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.
34. Illicit Connection shall mean any man-made conveyance or drainage system, pipeline, conduit, inlet, or outlet through which the discharge of any Pollutant, Waste, Wastewater, or other material to the Public Sewer occurs or may occur, either directly or indirectly, other than discharges that comply with the requirements of this Ordinance.
35. Industrial User shall mean any user that discharges non-domestic wastewater.
36. Industrial Wastewater shall mean all liquid-carried wastes and wastewater of the community, excluding domestic wastewater, and shall include all wastewater from any producing, manufacturing, processing, agricultural, or other operation. These may also include wastes of human origin similar to domestic wastewaters.
37. Infectious Waste shall mean materials which are likely to transmit etiologic agents that cause, or significantly contribute to the cause of, increased morbidity or mortality of human beings, as more specifically set forth in Health and Safety Code Section 25117.5.
38. Inspector shall mean any person authorized by the General Manager to inspect any existing or proposed wastewater generation, conveyance, processing, and disposal facilities.
39. Interference shall mean any discharge which, alone or in conjunction with discharges from other sources, inhibits or disrupts the District's treatment

processes or operations, or its biosolids processes, use, or disposal; or is a cause of violation of the District's NPDES permit or prevents lawful biosolids use or disposal.

40. Intercepting Sewer shall mean a large sewer or conduit which receives the discharges from many smaller tributary sewers. Sometimes referred to as a trunk sewer.
41. Lateral Sewer see Private Sewer Lateral.
42. LEL (Lower Explosive Limit) shall mean the minimum concentration of combustible gas or vapor in air (usually expressed in percent by volume at sea level) that will ignite if an ignition source (sufficient ignition energy) is present.
43. Medical Waste shall mean isolated wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, formites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, dialysis wastes, hypodermic needles, syringes, instruments, utensils or any other paper or plastic items of disposable nature used for medically related purposes. The term "Medical Waste" shall exclude de minimis amounts of wastes, human blood and paper items of a disposable nature associated with domestic wastewater discharges.
44. Multiple Dwelling shall mean a building for residential purposes having facilities for the occupancy of more than one person or family, including, but not limited to, the following: hotels, motels, auto courts, trailer courts, apartment houses, duplex, rooming house, boarding house, and dormitories.
45. National Pretreatment Standard 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, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.
46. New Construction shall mean any structure planned or under construction for which a connection permit has not been issued.
47. New Source shall mean those sources that are new as defined by 40 CFR 403.3(m) as revised.
48. Oil and Grease shall mean hexane extractable material that is polar and non-polar organic substances of animal, vegetable, and mineral nature. These substances are detectable and measurable using analytical test procedures established in 40 CFR Part 136, as may be amended.
49. Pass Through shall mean discharge through the District's sewerage facilities to waters of the state or U.S. which, alone or in conjunction with discharges from other sources, is a cause of a violation of the District' NPDES permit or other waste discharge requirements applicable to the District.
50. Permittee shall mean a person who has received a permit to discharge wastewater into the District's sewerage facilities subject to the requirements and conditions established by the District.
51. Person shall mean any human being, individual, firm, company, partnership, association, private corporations, and governmental entities.

52. pH shall mean a measure of the acidity or alkalinity of a solution, expressed in standard units.
53. Pollutant shall mean dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
54. Program Manager shall mean that person duly designated by the General Manager to implement the District's Pretreatment Program and perform the duties as specified in this Ordinance.
55. Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a level authorized by the District prior to discharge of the wastewater into the District's sewerage system. The reduction or alteration can be obtained by physical, chemical, or biological processes or process changes by other means, except as prohibited by 40 CFR 403.6(d).
56. Pretreatment Requirement shall mean any substantive or procedural pretreatment requirement, other than a Pretreatment Standard, imposed on an Industrial User.
57. Pretreatment Standard shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by EPA, the State of California, or the District, including but not limited to promulgated categorical standards; national prohibited discharge standards; general discharge prohibitions; and any specific local discharge limits established by the District.
58. Private Disposal System shall mean a septic tank with the effluent discharging into a subsurface disposal field or into one or more seepage pits.
59. Private Sewer Line shall mean a sewer that receives discharge from more than one building drain and extends to and includes the connection to the public sewer main.
60. Private Sewer Lateral (aka Lateral Sewer or Building Sewer) shall mean the portion of sewer system, beginning at the building drain, and extending to and including the connection to the public sewer. This includes a sewer that receives discharge from more than one building drain and extends to and includes the connection to the public sewer main, which may also be referred to as a Private Sewer Line.
61. Public Sewer shall mean a sewer owned and maintained by the District. Public sewer includes a factory formed stub that is an integral part of the public sewer mainline, but expressly does not include any portion of a building sewer, private sewer lateral or private sewer line which may lie within any public street or right of way.
62. Publicly Owned Treatment Works (POTW) shall mean Valley Sanitary District's Wastewater Treatment Plant and any other devices or systems used by the District in the collection, storage, conveyance (including all sewers, pipes, lift stations, and other conveyances which convey wastewater to the wastewater

treatment plant), treatment, recycling, and reclamation of municipal sewage.

63. RCRA shall mean Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.) and as amended.
64. Regulatory Agencies shall mean those agencies having jurisdiction over the operation of the District including, but not limited to, the following:
 - a) United States Environmental Protection Agency, Region IX, San Francisco and Washington, DC (EPA).
 - b) California State Water Resources Control Board (SWRCB).
 - c) California Regional Water Quality Control Board, Colorado River Basin Region (RWQCB).
 - d) South Coast Air Quality Management District (SCAQMD).
 - e) California Department of Health Services (DOHS).
65. Sample Point shall mean a location approved by the District, from which wastewater can be collected that is representative in content and consistency of the entire flow of wastewater being discharged.
66. Sampling Facilities shall mean structure(s) or equipment provided at the user's expense for the District or user to measure and record wastewater constituent mass, concentrations, collect a representative sample, or provide access to plug or terminate the discharge.
67. Sanitary Waste shall mean domestic wastewater, human excrement, and gray water (household showers, dish washing operations, etc.).
68. Septic Waste shall mean any sewerage from holding tanks such as chemical toilets, and septic tanks.
69. Sewage shall mean liquid and water carried wastes of the community from residences, business buildings, institutions and industrial establishments or permitted into a public sewer.
70. Sewer shall mean a conduit that carries sewage and to which storm, surface and ground waters are not intentionally admitted, which is intended to flow to the District's treatment works.
71. Significant Industrial User shall mean
 - a) An Industrial User subject to Categorical Pretreatment Standards, or
 - b) An Industrial User that
 - 1) Discharges 25,000 gallons per day or more of process wastewater to the sewer (excluding sanitary, non-contact cooling, and boiler blowdown);
 - 2) Contributes a process wastestream that makes up five percent or more of the District's dry weather hydraulic loading or organic

capacity at the POTW; or

- 3) Is designated as such by the Control Authority on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

72. Significant Non-compliance (SNC) shall mean a violation by any Significant Industrial User which meets one or more of the following criteria or any Industrial User which meets criteria in (c), (d), or (e):

Violations of wastewater discharge limits:

- a) Chronic Violations. Sixty-six percent or more of all the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric limit, requirement, instantaneous limit, or Pretreatment Standard, as defined by 40 CFR 403.3(l).
- b) Technical Review Criteria (TRC) Violations. Thirty-three percent or more of all the measurements for the same pollutant parameters during a six-month period exceed a numeric limit, requirement, instantaneous limit, or Pretreatment Standard as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, oil, and grease, and 1.2 for all other pollutants except pH).
- c) Any other violation of a standard, requirement or Pretreatment Standard as defined by 40 CFR 403.3(l) (daily maximum or long-term average, instantaneous limit, or narrative standard) that caused, alone or in combination with other discharges, interference or pass through (including endangering the health of the POTW personnel or the public).
- d) Any discharge of a pollutant that has caused imminent endangerment to human health or welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- e) Failure to meet, within ninety days after the schedule date, a compliance milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, achieving final compliance.
- f) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.
- g) Failure to accurately report non-compliance.
- h) Any other violation or group of violations, which may include a violation of Best Management Practices, which the General Manager determines will adversely affect the wastewater operation or implementation of the Pretreatment Program.

73. Single Family Dwelling shall mean a single house that provides complete, independent living facilities for one single family, which may include permanent

provisions for living, sleeping, eating, cooking and sanitation. For the purpose of this Ordinance, recreational vehicle or park model shall not be considered as a single-family dwelling.

74. Slug Load or Slug Discharge shall mean any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards of this Ordinance. A Slug Discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.
75. Solid Wastes shall mean the non-liquid carried wastes normally considered to be suitable for disposal with refuse at sanitary landfill refuse disposal sites.
76. Spent Solutions shall mean any concentrated non-domestic wastewater i.e. (Static Rinse, Plating Solutions).
77. Spill Containment shall mean a protection system installed by the Permittee to prohibit the discharge to the sewer of slug discharges.
78. Standard Industrial Classification (S.I.C.) shall mean a system of classifying industries as identified in the S.I.C. Manual, 1987, or subsequent edition, as prepared by the United States Office of Management and Budget.
79. Standard Methods shall mean procedures described in the current edition of Standard Methods for the Examination of Water and Wastewater, as published by the American Public Health Association, the American Water Works Association and Water Environment Federation.
80. Standard Specifications shall mean design and construction standards for sewerage works which conform to the District's Standard Specifications for Construction.
81. Storm Sewer or Storm Drain shall mean a sewer which carries storm and surface or ground waters and drainage but excludes sewage and industrial wastewater.
82. Street shall mean any public highway, road, avenue, alley, or similar roadway.
83. Suspended Solids shall mean the insoluble solid matter suspended in wastewater that is separable from the liquid portion of the waste by laboratory filtration in accordance with the procedure described in Standard Methods.
84. Tributary Sewer shall mean a waste carrying conduit which empties directly or indirectly into an intercepting sewer.
85. Uncontaminated Water shall mean the same as unpolluted which is water of the community to which no pollutant has been added intentionally or accidentally. Examples include, but are not limited to, non-contact single pass cooling water, rainwater, and uncontaminated groundwater.
86. User shall mean any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer.

- 87. Waste shall mean sewage and any and all other waste substances, liquid, solid, gaseous or radioactive, associated with human activity or of human or animal nature, including such wastes placed within containers of whatever nature prior to and for the purpose of disposal.
 - 88. Waste Manifest shall mean that receipt which is retained by the generator of hazardous wastes as required by the State of California or the United States Government pursuant to RCRA, or the California Hazardous Materials Act, or that receipt which is retained by the generator for recyclable wastes or liquid non- hazardous wastes as required by the District.
 - 89. Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological, and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify, or measure the quality and quantity of wastewater.
- B. Words used in this Ordinance in the singular may include the plural and the plural the singular. Use of masculine shall mean feminine and use of feminine shall mean masculine. Shall is mandatory; may is permissive or discretionary.

104. CONFIDENTIAL INFORMATION

All user information and data on file with the District shall be available to the public and governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the User must meet the burden necessary for withholding such information from the general public under applicable State and Federal Law. Any such claim must be made at the time of submittal of the information by marking the submittal "Confidential Business Information" on each page containing such information. Information which is demonstrated to be confidential shall not be transmitted to anyone other than a governmental agency without prior notification and approval of the user. Information concerning wastewater quality and quantity shall not be deemed confidential.

105. TRANSFER OF PERMITS

- A. Permits issued under this Ordinance are for a specific user, for a specific operation at a specific location or for a specific waste hauler and create no vested rights.
 - 1. No permit may be transferred to allow a discharge to a public sewer from a point other than the location for which the permit was originally issued.
 - 2. Except as expressly set forth herein, no permit for an existing facility may be transferred to a new owner and/or operator of that facility.
- B. At least thirty (30) days prior to the sale or transfer of ownership of any business operating under a permit issued by the District, the Permittee shall notify the District in writing of the proposed sale or transfer. The successor owner shall apply to the District for a new permit at least fifteen (15) days prior to the sale or transfer of ownership in accordance with the provisions of this Ordinance. A successor owner shall not discharge any wastewater for which a permit is required by this Ordinance until a permit is issued by the District to the successor owner.
- C. Notwithstanding the foregoing, the District may, in its discretion, allow the transfer of a permit to a new owner and/or operator, at the same location for which the permit was originally issued, if:

1. The existing Permittee and the proposed new owner and/or operator provide the District with written notification of the intended transfer at least thirty (30) days in advance of the transfer date; and
 2. The District approves, in writing, the permit transfer prior to commencement of operations by the new owner and/or operator.
- D. The written notification of intended transfer shall be in a form approved by the District and shall include a written certification by the new owner and/or operator which:
1. States that the new owner or operator has no immediate intent to modify the facility's operations and/or processes;
 2. Identifies the specific date on which the transfer is to occur; and
 3. Acknowledges that the new owner or operator is fully responsible for complying with the terms and conditions of the existing permit and all provisions of this Ordinance.
- E. Except as expressly set forth in Section 105.C, any permit that is transferred to a new owner and/or operator or to a new facility is void.

106. AUTHORITY

The District is regulated by several agencies of the United States Government and the State of California, pursuant to the provisions of Federal and State Law. Federal and State Laws grant the District the authority to regulate and/or prohibit, by the adoption of ordinances or resolutions, and by issuance of construction and discharge permits, the discharge of any waste, directly or indirectly, to the District's sewerage facilities. This authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to the District's sewerage facilities; to require the development of compliance schedules for the installation of equipment systems and use of materials by all users; and to take all actions necessary to enforce its authority, whether within or outside the District's boundaries, including those users that are tributary to the District or within areas that the District has contracted to provide sewerage services.

The District also owns, maintains, and operates collection, treatment, recycle and disposal facilities. As authorized by State law, the District regulates the connections to its facilities through ordinances and resolutions and by issuance of connection permits.

The District has the authority pursuant to California Health and Safety Codes 5471 and 5474 to prescribe, revise, and collect all fees and charge for services and facilities furnished by the District either within or without its territorial limits.

107. DELEGATION OF AUTHORITY

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

108. SIGNATORY REQUIREMENTS

Reports and permit applications required by this Ordinance shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my

direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.” The statement shall be signed by an authorized representative of the industrial user as defined in Section 103(A)(2) of this Ordinance.

109. POWERS

The General Manager or designee is authorized to:

- A. Issue Connection Permits;
- B. Issue Waste Discharge Permits;
- C. Enter into Agreements;
- D. Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment;
- E. Conduct inspections of facilities, including, but not limited to, inspecting and copying records;
- F. Require monitoring and reporting of discharges to the public sewer system;
- G. Monitor the quality of wastewater entering the sewer system;
- H. Require the development of spill containment plans; slug load control plans and reporting of accidental discharges;
- I. Require the development of a Slug Control Plan (per Title 40 of the Code of Federal Regulations (40 CFR) 403.8(f) (2) (vi).
- J. Deny, approve or approve with conditions, new or increased discharges or change in the quantity or characteristics of discharges, when such discharges do not meet applicable pretreatment requirements as specified in 40 CFR 403.8(f)(1)(i);
- K. Take enforcement actions against those who violate or cause violation of this Ordinance or discharge permit conditions. These actions may include, but are not limited to the following:
 - 1. Issuing written warnings;
 - 2. Issuing Notices of Violation;
 - 3. Issuing Administrative Orders;
 - 4. Issuing Cease and Desist Orders;
 - 5. Initiating and conducting non-compliance meetings;
 - 6. Initiating and conducting administrative hearings;

7. Petitioning the courts for injunctions or civil penalties;
8. Signing criminal complaints;
9. Terminating services;
10. Requiring payment of violation charges;
11. Revoking and/or suspending the discharge permit; and
12. Collecting the administrative and legal costs of enforcement from the violator.

110. PUBLIC PARTICIPATION

In accordance with the public participation requirements of 40 CFR part 25 in the enforcement of National Pretreatment Standards, the District shall include provision for at least annual public notification in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the District of Industrial Users which, at any time during the previous 12 months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements.

ARTICLE 2

PROHIBITIONS AND LIMITS ON DISCHARGES

201. GENERAL PROHIBITIONS

- A. No person shall construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of sewage within the jurisdiction of the District, unless approved by the Board of Directors subject to criteria as detailed in Article 3, 301D.
- B. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which cause pass through or interference.
- C. Illicit Connections: No person shall construct or maintain an illicit connection to the public sewer.

202. SPECIFIC PROHIBITIONS

- A. No person shall discharge or cause to be introduced a quantity or quality of wastewater directly or indirectly to sewerage facilities owned by or tributary to the District's sewerage facilities which causes, or is capable of causing, either alone or by interaction with other substances:
 - 1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade) using the test methods specified in 40 CFR part 261.21;
 - 2. Pollutants which will cause corrosion or structural damage to the POTW, but in no case with a pH lower than 5.5 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment;
 - 3. Solid or viscous pollutants which will cause obstruction to the flow in the sewer system resulting in interference or damage to the sewerage facilities;
 - 4. Danger to life or safety of any person;
 - 5. Impairment of the effective maintenance or operation of the sewerage system;
 - 6. Toxic gases, vapors, or fumes within the sewerage facilities in a quantity that may cause acute worker health and safety problems;
 - 7. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
 - 8. The District's effluent to fail a toxicity test;
 - 9. Discoloration, pass through, or any other condition that affects the quality of the District's influent or effluent in such a manner that inhibits the District's ability to meet receiving water quality, biosolids quality, or air quality requirements established by Regulatory Agencies;
 - 10. Excessive foaming in the sewerage facilities; or

11. Conditions that violate any statute, regulation, or ordinance of any public agency or Regulatory Agency having jurisdiction over the operation of or discharge of wastewater through the sewerage facilities.
 12. Having a temperature higher than 140 degrees Fahrenheit, (60 degrees Centigrade), or which will inhibit biological activity in the treatment plant resulting in Interference, but in case wastewater which causes the temperature at the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Centigrade).
 13. Containing oil, petroleum oil, non-biodegradable cutting or mineral oils or products of mineral oil origin in amounts that will cause interference or pass through.
 14. Containing excessive animal or vegetable oils in amounts that may cause interference, pass through or excessive maintenance to the operation of District's facilities.
- B. No person shall discharge wastewater, delivered by vehicular transport, rail car, or dedicated pipeline, directly or indirectly to the District's sewerage facilities which wastewater contains any substance that is defined as a hazardous waste by the Regulatory Agencies.
 - C. No person shall transport waste from one location or facility to another for the purpose of treating or discharging it directly or indirectly to the District's sewerage system without written permission from the District.
 - D. No user shall increase the contribution of flow, pollutants, or change the nature of pollutants where such contribution or change does not meet applicable standards and requirements or where such contribution would cause the District to violate any Federal, State, or local regulatory permit.
 - E. No User shall introduce or cause to be introduced into the POTW trucked or hauled pollutants, except at discharge points designated by the General Manager in accordance with Section 401.1 of this Ordinance.

203. PROHIBITION OF DILUTION

No user shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with this Ordinance and the user's permit or to establish an artificially high flow rate for permit mass emission rates.

204. PROHIBITION OF SURFACE RUNOFF, GROUNDWATER, AND UNPOLLUTED WATER

- A. No person shall discharge groundwater, surface runoff, subsurface drainage, or uncontaminated water such as single pass cooling water from air conditioning units directly or indirectly to the District's sewerage facilities except as provided herein. Pursuant to Section 404, et seq., the District may approve the discharge of such water only when no alternate method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- B. If a Special Purpose Discharge Permit is issued, pursuant to Section 404, for the discharge of such water into a public sewer, the user shall pay the applicable District charges relating to the treatment and disposal of such wastes and shall meet such other conditions as required by the District to further the purposes of this Ordinance.

205. PROHIBITION OF RADIOACTIVE WASTES

No person shall discharge radioactive waste unless:

- A. The person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials; and the waste is discharged in strict conformity with current California Radiation Control Regulations (California Code of Regulations, Title 17) for safe disposal; and
- B. The person is in compliance with all rules and regulations of all other applicable regulatory agencies.

206. LIMITS ON THE USE OF GRINDERS

Waste discharged into a public sewer from industrial or commercial grinders shall be allowed as long as they do not restrict sewer flow and have been approved by the General Manager. Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer, with no particle greater than one-half inch in any dimension.

207. PROHIBITION ON POINT OF DISCHARGE

No person, except the District involved in maintenance functions of sanitary sewer facilities, shall discharge any wastewater directly into a manhole or other opening in a sewer other than through an approved private sewer lateral, unless approved by the District upon written application by the user and payment of the applicable fees and charges established herein.

208. LIMITS ON WASTEWATER STRENGTH AND CHARACTERISTICS

- A. No person shall discharge wastewater in excess of the District's Local Limits, as adopted and amended from time to time by District Resolution, limiting the concentrations of wastes discharged by a user or any limit listed in the User's discharge permit. Further, no person shall discharge wastewater in violation of any applicable Federal or State discharge regulations.
- B. No user shall discharge or cause to be discharged wastewater to the sewerage system:
 - 1. Having a pH at a volume and concentration that causes the pH of the influent to the treatment plant to be less than 6.0 or greater than 9.0.
 - 2. Containing flow or pollutants, including, but not limited to, ammonia, chemical oxygen demand, total organic carbon, suspended solids, oil and grease of animal or vegetable origin, total dissolved solids, and phenolic compounds released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause pass through or interference with the POTW.
 - 3. Producing a gaseous mixture that is 10% or greater of the lower explosive limit (LEL) or having a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
 - 4. Containing petroleum oil, non-biodegradable cutting or mineral oils or products of mineral oil origin in amounts that will cause interference or pass through.
 - 5. Containing excessive oil and grease animal or vegetable oils in amounts that may cause interference, pass through or excessive maintenance to the

operation of District's facilities.

6. Containing material that will readily settle or cause an obstruction to flow in the sewer resulting in interference, such as, but not limited to, sand, mud, glass, metal filings, diatomaceous earth, cat litter, asphalt, pool plaster, dead animals, wood, bones, hair, and fleshings.
7. In violation of any applicable Federal Categorical Pretreatment Standards, State standards or other local regulations covering wastewater disposal or operations.

C. Water Softener Policy

1. No Industrial User shall install, replace, enlarge, or use any apparatus Water Conditioning Device for softening all or any part of the water supply to any premises when such apparatus is an ion-exchange softener or demineralizer of the type that is regenerated at the site of use with the regeneration wastes being discharged to the POTW unless the Water Conditioning Device apparatus is in compliance with the following conditions:
 - a. The wastewater discharge from device complies with all applicable local wastewater discharge limitations;
 - b. The wastewater discharge is monitored for TDS with the results provided to the District; and
 - c. The Industrial User shall maintain an electrical conductivity-controlled discharge valve in proper operating condition at all times. The industrial user shall notify the General Manager within twenty-four (24) hours in the event of a valve failure and immediately cease the discharge of all wastewaters to the POTW associated with the soft water regenerating processes. A written report documenting the cause of the failure and the corrective actions taken shall be submitted to the District, within five calendar days after discovery of the electrical conductivity valve failure.
2. Residential Water Softening shall be regulated in accordance with California Health and Safety Code Sections 116775-116795 and amendments thereto, which are hereby incorporated by reference.
3. Any person installing or operating a Water Conditioning Device apparatus of any kind shall make such apparatus device accessible for inspection at reasonable times.
4. The District may limit the availability, or prohibit the installation, of any residential Water Conditioning Device water softening or conditioning appliances that discharge to the POTW if the General Manager makes all of the following findings:
 - a. The POTW is not in compliance with the discharge or water reclamation requirements specified in the Waste Discharge Requirements issued by the Regional Water Quality Control Board;
 - b. Limiting the availability, or prohibiting the installation, of the Water Conditioning Device appliances is the only available means of achieving compliance with Waste Discharge Requirements issued by the Regional Board; and
 - c. All nonresidential sources are limited to the volumes and concentrations

of saline discharges to the POTW to the extent technologically and economically feasible.

D. Swimming Pool Policy

1. Discharges from non-saltwater swimming pools, wading pools, spas, whirlpools, and therapeutic pools may be discharged to the District's sewer system on a case-by-case basis as determined by the District. Each person who desires to drain a swimming pool, wading pool, spa, whirlpool, or therapeutic pool shall first obtain permission from the District prior to discharging any of these waters. Permission may be granted by the District if the discharge will:
 - a. Not cause hydraulic overload conditions in any of the District's sewer lines;
 - b. Meets all applicable specific limitations for wastewater quality as established by the District, including but not limited to pH, TDS, chloride, sodium, BOD, and TSS; and
 - c. Commence at a time of day and rate of flow that minimizes the impact of the wastewater system.
2. The discharge of saltwater pools to the District's Sewer System is prohibited without prior review and is subject to approval on a case-by-case basis. Written approval may contain specific conditions and must be received prior to initiating any discharge to the District's sewer.

E. Specific Local Limits

1. Except as specifically allowed by the General Manager on a temporary basis or as provided herein, no Class I or Class II User shall discharge or cause to be discharged to the POTW any wastewater unless it conforms to all applicable local discharge limits as set forth by Resolution of the District's Board of Directors. Said discharge limits are amended from time to time as needed to protect the POTW and comply with current and future state and federal regulatory requirements.
2. Local discharge limits apply at the point where the wastewater is discharged to the POTW. The General Manager may impose average daily, monthly and/or mass limits in addition to the concentration-based limits set forth by Resolution of the District.
3. The General Manager may authorize the discharge of non-domestic wastewater to the POTW which contains pollutants in concentrations exceeding the specific local pollutant concentration limits adopted by Resolution, when said concentration, in combination with a measured discharge flow rate, do not exceed specific local mass emission rate limits which are computed for the individual discharger on the basis of the local pollutant concentration limits and the discharger's permitted discharge flow rate limit, and which are issued to the discharger as part of the discharger's permit.

F. Categorical Pretreatment Standards

1. Promulgated National Categorical Pretreatment Standards in 40 CFR Chapter I, Subchapter N, Parts 405-471, are incorporated into this Ordinance. Upon promulgation of new or revised Categorical Pretreatment Standards, the new or

revised Categorical Pretreatment Standards shall be immediately deemed incorporated herein. The General Manager shall notify affected users of applicable reporting requirements under 40 CFR, Chapter I, subchapter N, Parts 401, et seq.

2. No user subject to Categorical Pretreatment Standards shall discharge or cause to be discharged to the POTW any wastewater which is not in conformance with the discharge limits set forth in the Categorical Pretreatment Standards, including any revision thereof. Notwithstanding the foregoing, a user may obtain a variance from a Categorical Pretreatment Standard in accordance with the provisions of 40 CFR 403.13 and by establishing to the satisfaction of the General Manager, that the discharge will not adversely affect POTW operations and maintenance.
3. In the event that a Categorical Pretreatment Standard establishes a discharge limit which conflicts with a local discharge limit, the more stringent discharge limit shall apply.

209. PROHIBITION ON MEDICAL WASTE

No person shall discharge to the POTW medical wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories, other medical facilities, or any other locations except where prior written authorization for such discharges is given by the General Manager following the General Manager's determination that the discharge will not alone or in conjunction with other discharges, adversely affect the operation and maintenance of the POTW. If written authorization for such a discharge is given, the General Manager shall have the authority to require that any discharge of an infectious waste to the sewer be rendered non-infectious prior to discharge if the infectious waste is deemed to pose a threat to the public health and safety or will result in any violation of applicable waste discharge requirements.

210. PROHIBITION ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES

Spent solutions, sludges, and materials of quantity or quality in violation of, or prohibited by this Ordinance, or any permit issued under this Ordinance must be disposed of in a legal manner at a legally acceptable point of disposal as defined by the District or appropriate regulatory agency. All waste manifests shall be retained for a minimum of three years and made available to the District upon request.

211. MASS EMISSION RATE DETERMINATION

- A. Mass emission rates for pollutants that are present or anticipated in the user's wastewater discharge may be set for each user and made an applicable part of each user's permit. These rates shall be based on the District's Local Discharge Limits, or Federal Categorical Pretreatment Standards, and the user's average daily wastewater discharge for the past three years, the most recent representative data, or other data acceptable to the General Manager.
- B. To verify the user's operating data, the District may require a user to submit an inventory of all wastewater streams and/or records indicating production rates, water uses and water evaporation rates.
- C. The District may revise limits or mass emission rates previously established in the discharger's permit at any time, based on: current or anticipated operating data of the discharger or the District; the District's ability to meet NPDES limits; or changes in the requirements of Regulatory Agencies.

- D. The excess use of water to establish an artificially high flow rate for mass emission rate determination is prohibited.

212. RIGHT OF REVISION

The District reserves the right to establish by Ordinance, Resolution, or in wastewater discharge permits, more stringent standards, or requirements on discharges to the District's POTW.

ARTICLE 3

SEWER CONSTRUCTION

301. INTRODUCTION

- A. To provide for maximum public benefit, written authorization for connection to and construction of the District's collection and conveyance systems is required. Standards and regulations established herein and by other District Ordinances provide performance requirements for connecting private sewer laterals, public sewers, and sewers from outside the District.
- B. No building, industrial facility or other structure shall be occupied until the owner of the premises has complied with all rules and regulations of District and applicable regulations of the County, or city in which the property is located.
- C. Any user located within the District shall at the user's expense and in accordance with this Ordinance, connect the discharge from the building directly to the public sewer within ninety (90) days after the date of official notice to do so. Notice will be given in the event the user has received more than one notice in a 365-day period from a regulatory agency responsible for protecting the public health, the environment, or as determined by the District to protect the public's or the District's interests.
- D. Criteria for a variance:
A developer within the District may apply for a variance from immediate connection to District sewer upon application to the General Manager. The Board may approve a variance subject to the following findings and conditions.

Exceptions, connections to the public sewer will be required: A variance for a building and or project that is located within 1,000 feet of an existing District trunkline, or that has potentially more than five units of service may not be considered.

Required finding: The variance will not create a threat to health and safety or the welfare of the immediate property or to the adjoining properties by having a septic system. A favorable recommendation to the District from the Riverside County Environmental Health Department, the Regional Quality Control Board and the City Building Department shall be required before a finding can be made in favor of a variance.

- E. Conditions of an agreement for conditional variance shall include, but may not be limited to the following:
 - 1. That a recorded agreement shall be entered into that requires connection to the public sewer when the project exceeds ten units of service due to any future expansion.
 - 2. The "project" may be one or more lots, or one or more buildings. "Project" shall be defined in the agreement.
 - 3. The agreement shall require the installation of a "dry sewer" to the public street as a means to connect to future public sewer. Single family projects with lots of 2 ½ net acres shall not have to comply.
 - 4. The agreement shall also require all future owners to connect to the public sewer when it becomes available. That they pay connection capacity fees as required at the time of connection. That they will pay a pro-rata charge set by

the District for the public sewer that is installed to provide their service.

5. Failure of the septic system shall be cause for an order to connect to the public sewer.
6. And other conditions that the District may consider necessary to protect the health and safety and welfare of the public.

302. BUILDING SEWERS, LATERALS, AND CONNECTIONS

- A. No person shall construct a private sewer lateral, also referred to as a building sewer, connecting with any public sewer without first obtaining a written permit from the District and paying all required fees and connection charges.
- B. Design and construction of private sewer laterals and their connection to the public sewer shall be in accordance with the requirements of the District, the District's Standard Specifications and at the expense of the applicant.
- C. Cleanouts in private sewer laterals shall be provided in accordance with the California Plumbing Code and the District's Standard Specifications. Cleanouts shall be maintained watertight by the user.
- D. All private sewer laterals shall be tested by the applicant or duly appointed representative during construction in accordance with the District's Standard Specifications. At any time when a private sewer lateral is found not to meet the District's Standard Specifications or more stringent requirements as determined by the District's General Manager to protect the District's facilities and public health, the District may require the user to modify, repair or replace the sewers to bring them into compliance with the District's requirements.
- E. Connection to the public sewer involving an existing private sewer lateral shall be inspected, tested, and approved by the District's Inspector prior to final approval of construction. Any damage to the public sewer shall be repaired in conformance with District's Standard Specifications at the cost of the applicant.
- F. Any private sewer lateral that is too low to permit gravity flow to the public sewer shall be lifted by artificial means approved by the General Manager and discharged to the public sewer at the expense of the owner.
- G. Private sewer laterals and private sewers are owned by the owner of the property receiving service through said lines. The property owner shall be responsible for all cost related to the installation, connection, maintenance, repair, construction, abandonment or removal of private sewer laterals and private sewers. If a "common" private sewer lateral serves more than one property, the properties served by the common lateral own the lateral and are responsible for its maintenance and upkeep.
- H. Upon approval of the District, existing buildings located on property belonging to the same owner may be served with the same tributary sewer lateral during the period of said ownership. However, upon subsequent subdivision or sale of a portion of said property, the owner of said portion not directly connected to a public sewer shall apply for a connection permit and construct a separate private sewer lateral to the public sewer in accordance with District's standards. If said property includes a tenant that is a Class I Permittee (see Article 4), the District may require a separate connection to accurately ascertain the tenant's compliance with discharge standards or assess surcharge fees for use of the sewer.

- I. Any new or existing building with fixtures installed on any floor level that is lower than the ground surface of the next upstream public sewer manhole, the property owner shall have and maintain a backwater valve (sewage backflow prevention device).
- J. Failure of the property owner to install and maintain a Backwater Valve for any of the required conditions, including I of this Section, shall relieve the District of any and all responsibilities for any and all damage caused by sanitary sewer flooding.
- K. Should the District become aware of a sewage discharge from a leak, rupture, or other breach in the integrity of the conveyance system from private property to a public right-of-way that, in the District's opinion, may endanger human health or the environment, the District may take the actions necessary to clean-up the sewage spill, take other necessary steps to stop the discharge, and remediate the area to prevent an immediate endangerment. District will assess a fee to the private property owner to recover the costs of the clean-up and remediation in accordance with the District's fee schedule for such services.

303. PUBLIC SEWER CONSTRUCTION

All public sewers shall be permitted, design and constructed in accordance with the District's standards and in accordance with the provisions of this article.

- A. No person shall construct, alter, extend, or connect to any public sewer without first obtaining a written permit from the District and paying all fees and connection charges and furnishing bonds, as required. The provision of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into with the District.
- B. Minimum standards for the design and construction of sewers within the District shall be in accordance with the District's Standard Specifications adopted by the Board. Copies will be on file at the District's office. The General Manager may permit modifications or may require higher standards where unusual conditions are encountered or when necessary to protect the District's facilities.
- C. The Plans, Profiles and Specifications required shall be in accordance with the District's Standard Specifications for Construction.
- D. The requirements of Section 303 A and B of this Ordinance shall be fully complied with before any final subdivision map shall be approved by the General Manager. The final subdivision map shall provide for the dedication for public use of streets, easements, or rights of way in which public sewer lines are constructed.
- E. In the event that an easement is required for the extension of the public sewer or the making of connections, the applicant shall procure and obtain Board acceptance of a proper easement or grant of right of way having a minimum width of twenty (20) feet and being sufficient in law to allow the laying and maintenance of such extension or connection.
- F. Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the District. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor.
- G. Any person constructing a sewer within a street shall comply with all Federal, State, City and County laws, ordinances, rules, and regulations pertaining to the curing of pavement; opening, barricading, lighting, and protecting of trenches; backfilling, and repaving thereof and shall obtain all permits and pay all fees required prior to the

issuance of a permit by the District.

- H. The District shall require that before final acceptance of any public sewer and before commencement of any waste discharge from a structure to the sewerage system:
 - 1. The applicant or the contractor on the applicant's behalf, file with the District, "record" drawings showing the actual location of all mains, structures, wyes, laterals, manholes and other changes to the construction drawings; and
 - 2. The sewerage works shall be tested and shall be complete in full compliance with all requirements of the District's Standard Specifications, including final clean-up and removal of all construction debris, to the satisfaction of the General Manager.

304. OUT OF DISTRICT SEWERS

- A. The District may grant permission to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District. The granting of permission for outside areas to connect to District sewers shall be at the option of the Board, subject to state and federal law.
- B. In no event shall such permission be granted unless the applicant shall first enter into a written contract whereby binding self, successors and assignees to abide by all ordinances, rules and regulations in regard to the manner in which such the sewer shall be used and the manner of connection therewith, and also shall agree to pay all fees required for securing the permit and an annual fee in the amount set by District for the privilege of using such sewer.
- C. By entering into a contract with the District, all users connected to the District's facilities agree to the jurisdiction and authority of the District. The authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to the District's sewerage facilities; to require the development of compliance schedules for the installation of equipment systems and materials by all users; and to take all actions necessary to enforce its authority. By a separate Agreement or within the Contract to connect, the District may establish a program such that an entity regulating the use of the sewers within the lot or parcel of land outside the District can cooperatively and/or jointly administer a program to ensure compliance with the District's regulations. The Agreement or Contract shall not prevent the District from enforcing its authority on users in non-compliance with this Ordinance.

ARTICLE 4

PRETREATMENT DISCHARGE PERMITS FOR NON-DOMESTIC SEWAGE DISCHARGE

401. INTRODUCTION

- A. The wastewater discharge permit shall be in one of five forms and is dependent upon the type of discharger, volume, and characteristics of discharge. The four discharge permit types are:
1. **Class I Wastewater Discharge Permit.** Class I Permits are issued to all users meeting the criteria established for Class I Users as defined in this Ordinance.
 2. **Class II Wastewater Discharge Permit.** Class II Users as defined in this Ordinance will be issued a Class II Permit. If any Class II User or group of Users is determined by the General Manager to individually or as a group, cause or contribute to pass through or interference with, the District's facilities, said user(s) will be issued a Class I Permit.
 3. **Special Purpose Discharge Permit.** Special Purpose Discharge Permits are issued for short time durations and are generally for ground water clean-up projects, nuisance waters, and other waters that are determined to be suitable for discharge to the sanitary sewer system.
 4. **General Wastewater Discharge Permit.** When it has been established that a group of similar type businesses (i.e., food service establishments, photo processing, car washes, dental offices, and automotive repair, etc.) are better regulated using Best Management Practices (BMPs), a general wastewater discharge permit may be issued with conditions and BMP requirements that have been established for a specified business group.
- B. All discharge permits shall contain at a minimum the following:
1. Duration of the permit as defined by each permit type.
 2. Prohibition of transferability.
 3. Effluent limits including Best Management Practices.
 4. Permit application and reapplication due dates as defined by each permit type.
 5. Permit modification as defined by 402.4.
 6. Self-monitoring requirements.
 7. Reporting and notification requirements.
 8. Recordkeeping requirements.
 9. Statement of applicable civil and criminal penalties for violation of permit and/or ordinance requirements and standards.

401.1 Hauled Wastewater

- A. Septic tank waste may be introduced into the POTW only at locations designated by the

General Manager, and at such times as are established by the General Manager. Such waste shall not violate Article 2 of this Ordinance, or any other requirements established by the District. The General Manager may require septic tank waste haulers to obtain individual wastewater discharge permits or general permits.

- B. The General Manager may require haulers of industrial waste to obtain individual wastewater discharge permits or general permits. The General Manager may require generators of hauled industrial waste to obtain individual wastewater discharge permits or general permits. The General Manager also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance.
- C. Industrial waste haulers may discharge loads only at locations designated by the General Manager. No load may be discharged without prior consent of the General Manager. The General Manager may collect samples of each hauled load to ensure compliance with applicable Standards. The General Manager may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- D. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

402. CLASS I WASTEWATER DISCHARGE PERMITS

- A. No user requiring a Class I permit shall discharge wastewater without obtaining a Class I Wastewater Discharge Permit.
- B. Class I Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the District. The conditions of wastewater discharge permits shall be enforced by the District in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Class I users proposing to discharge directly or indirectly into the District's sewerage facilities shall obtain a wastewater discharge permit by filing an application pursuant to Section 402.1 and paying the applicable fees pursuant to Section 402.3. For purposes of this Ordinance, a Class I user is any user:
 - 1. Meeting the Significant Industrial User definition; or
 - 2. Discharging five percent or more of the District's current effluent mass loading of any regulated constituent.
 - 3. Has in its wastes toxic pollutants as defined pursuant to Section 307 of the Clean Water Act; or Discharging wastewater which may cause, as determined by the General Manager, pass through or interference with the District's sewerage system.

402.1 Class I Wastewater Discharge Permit Application

- A. Any person required to obtain a Class I Wastewater Discharge Permit shall complete and file with the District, at least ninety (90) prior to commencing discharge, an application on the form prescribed by the District. The discharger shall submit, in units and terms appropriate for evaluation, the following information.

1. Name, address, assessor's parcel number(s), S.I.C. number(s), description of the manufacturing process or service activity.
2. (Whichever is applicable) name, address of any and all principals/ owners/major shareholders of company; Articles of Incorporation; most recent Report of the Secretary of State; Business License.
3. Volume of wastewater to be discharged.
4. Name of individual who can be served with notices other than officers of corporation.
5. Name and address of property owner, landlord and/or manager of the property.
6. Water supplier and water account numbers.
7. Measurement of Pollutants.
 - a. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for existing sources.
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the District, of regulated pollutants in the discharge from each regulated process. The constituents and characteristics shall be determined by a laboratory selected by the discharger and acceptable to the District.
 - c. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 103.A of this Ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the District or the applicable Standards to determine compliance with the Standard.
 - e. Sampling must be performed in accordance with procedures set out in Section 601.1 of this Ordinance.
8. Time and duration of discharge.
9. Number of employees and average hours of work per employee per day.
10. Waste minimization and water conservation practices.
11. Brief description of the nature of operations and average rate of production (including each product produced by type, amount, processes, and rate of production). This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
12. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the PTOW.

13. Type and amount of raw materials processed (average and maximum per day).
 14. Landscaped area in square feet, if applicable.
 15. Tons of cooling tower capacity, if applicable.
 16. EPA Hazardous Waste Generator Number, if applicable.
 17. Slug Load Control Plan (SLCP), which at a minimum, lists the chemicals used or stored on-site, spill prevention, notification procedures, and response procedures necessary to prevent slug discharges or excess flow volumes from entering the District's sewer system.
 18. A list of any environmental control permits held by or for the facility that will be covered by the permit.
 19. Any other information as may be deemed necessary by the District to evaluate the permit application.
- B. Dischargers may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, spill containment, clarifiers, pretreatment equipment, and appurtenances by size, location, and elevation and all points of discharge.
- C. Dischargers may also be required to submit information related to the discharger's business operations, processes, and potential discharge as may be requested by the District to properly evaluate the permit application.
- D. After evaluation of the data, the District may issue a wastewater discharge permit, subject to terms and conditions set forth in this Ordinance and as otherwise determined by the General Manager to be appropriate to protect the District's sewerage facilities.
- E. The permit application may be denied if the discharger fails to establish to the District's satisfaction that adequate pretreatment equipment is included within the discharger's plans to ensure that the discharge limits will be met or if the discharger has, in the past, demonstrated an inability to comply with applicable discharge limits.

402.2 Class I Permit Conditions and Limits

- A. A Class I permit shall contain the following conditions or limits:
1. Mass emission rates and concentration limits, including Best Management Practices, regulating pollutants in accordance with Federal, State and District discharge limits.
 2. Requirements to notify the District in writing prior to modification to processes or operations through which industrial wastewater may be produced or when there may be any substantial change in the volume or character of pollutants in their discharge including but not limited to the potential for a slug discharge or the discharge of hazardous waste as per 403.12(p) and as revised.
 3. Location of the user's on-site sampling point.
 4. Requirements to self-monitor the discharge and submit technical reports, production data, discharge reports, documentation associated with Best Management Practices and/or waste manifests, including but not limited to the

requirements set forth in 40 CFR section 403.12(o) and as revised.

5. Requirements for maintaining, for a minimum of three years, plant records relating to wastewater discharge, documentation associated with Best Management Practice, and waste manifests as specified by District.
 6. Requirements to submit copies of tax and water bills.
 7. A requirement that all new source dischargers install and start up any necessary pollution control equipment before beginning discharge and comply with applicable Federal Categorical Pretreatment Standards within (30) days of the commencement of the discharge.
 8. A requirement that all new source dischargers submit monitoring information that meets the requirements of 40 C.F.R section 403.12(d) within ninety (90) days of commencement of the discharge.
 9. A requirement that the Permittee notify the District immediately of all discharges that could cause problems to the District's operations, including any slug loadings, as defined by 40 C.F.R. section 403.5(b).
 10. A requirement to notify the District in the event of any discharge that may cause a problem to the District's facilities.
 11. A requirement to report all monitoring results from the designated sampling and monitoring location(s).
 12. Requirements and conditions in Section 401.B of this Ordinance.
- B. A Class I permit may contain any of the following conditions or limits:
1. Requirements for the user to construct and maintain, at the user's own expense, appropriate pretreatment equipment, pH control, flow monitoring facilities, and sampling facilities.
 2. Limits on rate and time of discharge or requirements for flow regulation and equalization.
 3. Requirements to self-monitor.
 4. Assumed values for COD and suspended solids characteristics that typify the discharger's effluent for determination of the charge for use.
 5. Requirements to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges.
 6. Other terms and conditions that may be appropriate to ensure compliance with this Ordinance.
 7. Other terms and conditions determined by the General Manager to be appropriate to protect the sewerage system.

402.3 Class I Permit Fee

- A. The Class I permit fee shall be in an amount adopted by resolution or Ordinance, as appropriate, of the Board of Directors. The permit fee shall be payable at the time a

permit application is submitted for the issuance of a new permit or a renewed permit. Payment of permit must be received by the District prior to issuance of either a new permit or a renewed permit. Permittee shall also pay any delinquent invoices in full prior to permit renewal.

- B. Any permit issued for a location wherein the Permittee is not the property owner may be conditioned upon depositing financial security to guarantee payment of all annual fees and charges to be incurred, in accordance with the provisions of the current District's resolution or Ordinance for fees and charges.
- C. Class I Permit Charge for Use. The purpose of a charge for use is to ensure that each recipient of sewerage service from the District pays its reasonably proportionate share of all the costs of providing that sewerage service. Fees and charges for use shall be in accordance with the current District's resolution or Ordinance, as appropriate, for fees and charges.

402.4 Class I Permit Modification of Terms and Conditions

- A. The terms and conditions of an issued permit may be subject to modification and change in the sole determination by the General Manager during the life of the permit based on:
 - 1. The discharger's current or anticipated operating data;
 - 2. The District's current or anticipated operating data;
 - 3. Changes in the requirements of Regulatory Agencies that affect the District; or
 - 4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.
- B. New source indirect dischargers shall be required to install and start up any necessary pollution control equipment before beginning discharge and comply with applicable Federal Categorical Pretreatment Standards not to exceed thirty (30) days after the commencement of discharge.
- C. Permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change, and the reasons for the change. The District shall review the request, make a determination on the request, and respond in writing.
- D. Permittee shall be informed of any change in the permit limitations, conditions, or requirements at least forty-five (45) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

402.5 Class I Permit Duration and Renewal

Class I permits shall normally be issued for a period not to exceed two (2) years but in no case for a period of greater than 5-years. At least 45 days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of this Article 4.

403. CLASS II WASTEWATER DISCHARGE PERMITS

- A. No user requiring a Class II permit shall discharge wastewater without obtaining a wastewater discharge permit.

- B. Class II Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use and fees established by the District. The conditions of wastewater discharge permits shall be enforced by the District in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Class II users proposing to discharge directly or indirectly into the District sewerage facilities shall obtain a wastewater discharge permit by filing an application pursuant to Section 403.1 and paying the applicable fees pursuant to Section 403.3. For purposes of this Ordinance, a Class II user is any user:
 - 1. Discharging waste other than sanitary; and
 - 2. Not otherwise required to obtain a Class I permit.
- D. EXEMPTIONS: A discharger may qualify for an exemption from the requirement to obtain a Class II Discharge Permit by obtaining the General Manager's approval of a "Best Management Practices Plan of Action". An exemption shall be valid for 5 years. To qualify for an exemption the discharger shall:
 - 1. Not discharge in excess of any discharge limit as set forth in Section 208 of this Ordinance or of any wastewater limitation established by Resolution of the District's Board of Directors.
 - 2. Shall segregate concentrated and dilute waste streams.
 - 3. Use "Dry" versus "Wet" clean-up methods.
 - 4. Use water conservation methods.
 - 5. Maintain all records of waste disposal.
 - 6. Allow District reasonable access to facilities and records for inspection.
 - 7. Implement an approved "Best Management Practices Plan of Action".
 - 8. Upon a determination by the General Manager that the user has failed to comply with the forgoing criteria, the exemption shall be invalid, and the user shall obtain a Class II Discharge Permit.

403.1 Class II Wastewater Discharge Permit Application

- A. Any person required to obtain a Class II Wastewater Discharge Permit shall complete and file with the District, prior to commencing discharge, an application on the form prescribed by the District. The discharger shall submit, in units and terms appropriate for evaluation, all necessary information as described in Section 402.1.A. (1-18).
- B. Dischargers may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, spill containment, clarifiers, pretreatment facilities, and appurtenances by size, location, and elevation for evaluation.
- C. Dischargers may also be required to submit other information related to the discharger's business operations, processes, and potential discharge as may be requested to properly evaluate the permit application.
- D. After evaluation of the data furnished, the District may issue a wastewater discharge permit, subject to terms and conditions set forth in this Ordinance and as otherwise

determined by the General Manager to be appropriate to protect the District's system.

- E. The permit application may be denied if the discharger fails to establish to the District's satisfaction that adequate pretreatment equipment is included within the discharger's plans to ensure that the discharge limits will be met or if the discharger has, in the past, demonstrated an inability to comply with applicable discharge limits.

403.2 Class II Permit Conditions and Limits

- A. A Class II permit shall contain all of the following conditions or limits:
 - 1. Requirements to notify the District in writing prior to modification to processes or operations through which industrial wastewater may be produced.
 - 2. Location of the user's on-site sample point.
 - 3. Requirements for submission of technical reports, production data, discharge reports, and/or waste manifests pursuant to Section 402.2. A.4.
 - 4. Requirements to submit copies of tax and waterbills.
 - 5. Requirements and conditions in Section 401.B of this Ordinance.
- B. A Class II permit may contain any of the following conditions or limits:
 - 1. Requirements for the user to construct and maintain, at the user's own expense, appropriate pretreatment equipment, pH control, flow monitoring and/or sampling facilities.
 - 2. Limits on rate and time of discharge or requirements for flow regulation and equalization.
 - 3. Assumed values for COD and suspended solids characteristics that typify the discharger's effluent for determination of the charge for use.
 - 4. Requirements to self-monitor.
 - 5. Requirements for maintaining, for a minimum of three years, plant records relating to wastewater discharge, and waste manifests as specified by District.
 - 6. Other provisions that may be appropriate to ensure compliance with this Ordinance.
 - 7. Other terms and conditions determined by the General Manager to be appropriate to protect the District's sewerage system.

403.3 Class II Permit Fee

- A. The Class II permit fee shall be in an amount adopted by resolution or Ordinance, as appropriate, of the Board of Directors. The permit fee shall be payable at the time a permit application is submitted for the issuance of a new permit or a renewed permit. Payment of permit must be received by the District prior to issuance of either a new permit or a renewed permit. Permittee shall also pay any delinquent invoices in full prior to permit renewal.
- B. Any permit issued for a location wherein the Permittee is not the property owner may be

conditioned upon depositing financial security to guarantee payment of all annual fees and charges to be incurred, in accordance with the current District's resolution or Ordinance, as appropriate, for fees and charges.

- C. Class II Permit Charge for Use. The purpose of a charge for use is to ensure that each recipient of sewerage service from the District pays its reasonably proportionate share of all the costs of providing that sewerage service. Fees and charges for use shall be in accordance with the current District's resolution or Ordinance, as appropriate, for fees and charges.

403.4 Class II Permit Modification of Terms and Conditions

- A. The terms and conditions of an issued permit may be subject to modification and change in the sole determination by the General Manager during the life of the permit based on:
 - 1. The discharger's current or anticipated operating data;
 - 2. The District's current or anticipated operating data;
 - 3. Changes in the requirements of Regulatory Agencies that affect the District; or
 - 4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.
- B. The Permittee shall request a modification to the terms and conditions of an issued permit prior to increasing the contribution of flow, pollutants, or changing the nature of pollutants where such contribution or change will cause the Permittee to be in violation of their permit or this Ordinance. The request shall be in writing stating the requested change, and the reasons for the change. The District shall review the request, make a determination on the request, and respond in writing. The District's approval may be granted or denied.
- C. Permittee shall be informed of any change in the permit limitations, conditions, or requirements at least forty-five (45) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

403.5 Class II Permit Duration and Renewal

Class II permits shall be issued for a period not to exceed five (5) years. At least 45 days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of this Article 4.

404. SPECIAL PURPOSE DISCHARGE PERMITS

- A. No user requiring a Special Purpose Discharge Permit shall discharge wastewater without obtaining a Special Purpose Discharge Permit.
- B. Special Purpose Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the District. The conditions of wastewater discharge permits shall be enforced by the District in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Special Purpose Discharge Permit users proposing to discharge directly or indirectly into the Districts' sewerage facilities shall obtain a wastewater discharge permit by filing an application pursuant to Section 404.1 and paying the applicable fees pursuant to

Section 404.3. This discharge permit may be granted when no alternative method of disposal is reasonably available, or to mitigate an environmental risk or health hazard.

404.1 Special Purpose Discharge Permit Application

- A. Dischargers seeking a Special Purpose Discharge Permit shall complete and file with the District, prior to commencing discharge, an application in the form prescribed by the District. This application shall be accompanied by the applicable fees, plumbing plans, a detailed analysis of the alternatives for water disposal, or other data as needed by the District for review.
- B. The permit application may be denied if the discharger fails to establish to the District's satisfaction that adequate pretreatment equipment is included within the discharger's plans to ensure that the discharge limits will be met if the discharger has, in the past, demonstrated an inability to comply with applicable discharge limits.

404.2 Special Purpose Discharge Permit Conditions and Limits

- A. If monitoring is required because the discharge may impact the District's facilities, the monitoring requirements for the discharge shall be for those pollutants known or suspected to exist in the discharge.
- B. The District may specify and make part of each Special Purpose Discharge Permit specific pretreatment requirements or other terms and conditions determined by the General Manager to be appropriate to protect the District's sewerage facilities, to comply with Regulatory Agencies' requirements, to ensure compliance with this Ordinance, and to assess user charges.
- C. Requirements and conditions in Section 401.B of this Ordinance.

404.3 Special Purpose Discharge Permit Fee

The special purpose discharge permit fee shall be paid by the discharger in an amount adopted by resolution or Ordinance, as appropriate, of the Board of Directors. Payment of permit fees must be received by the District prior to issuance of either a new permit or a renewed permit. Each Permittee shall also pay delinquent invoices in full prior to permit renewal.

A charge for use to cover all costs of the District for providing sewerage service and monitoring shall be established by the General Manager. A deposit determined by the General Manager to be sufficient to pay the estimated charges for use shall accompany the Special Purpose Discharge Permit application and said deposit shall be applied to the charges for use.

404.4 Special Purpose Discharge Permit Modification of Terms and Conditions

- A. The terms and conditions of an issued permit may be subject to modification and change in the sole determination by the District during the life of the permit based on:
 - 1. The discharger's current or anticipated operating data;
 - 2. The District's current or anticipated operating data;
 - 3. Changes in the requirements of Regulatory Agencies that affect the District; or
 - 4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.

- B. A Permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change, and the reasons for the change. The District shall review the request, make a determination on the request, and respond in writing.
- C. A Permittee shall be informed of any changes in the permit at least forty-five (45) days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

404.5 Special Purpose Discharge Permit Duration And Renewal

Special purpose discharge permits shall be issued for a period not to exceed three (3) years but may be renewed as determined by the General Manager. Users seeking permit renewal shall comply with all provisions of this Article 4.

405. GENERAL DISCHARGE PERMIT

The General Discharge Permit contains standard conditions and requirements that are the same for all Users with a specific business classification that are determined by the District to have similar process wastewater producing streams and can be regulated using a common permit. The District may issue a General Discharge Permit when:

- A. The General Discharge Permit will regulate the same or substantially similar types of operations;
- B. The Permittees will discharge the same type of wastes;
- C. The discharges require the same effluent limitations, including Best Management Practices;
- D. The discharges require the same or similar monitoring and reporting requirements; and
- E. In the opinion of the District, the Permittees are more appropriately controlled under a general control mechanism than under individual control mechanisms.

Typical business operations that may fall into a General Discharge Permit category include, but are not limited to, food service establishments; automotive repair shops; car washes; dental offices; and film photo-processing operations. Facilities with a General Discharge Permit will typically be regulated using Best Management Practices that are established for each specific business type.

405.1 General Discharge Permit Application

- A. Any person required to be covered under a General Discharge Permit shall complete and file with the District prior to commencing discharge, an application in a form prescribed by the District.
- B. Dischargers may be required to submit mechanical and plumbing plans, and details to show all spill containment internal baffles and valving, clarifiers and appurtenances by size, location, and elevation for evaluation.
- C. Dischargers may be required to submit other information related to the discharger's business operations and potential discharge as may be requested to properly evaluate the permit application.
- D. After evaluation of data furnished, the District may issue a General Wastewater permit,

subject to terms and conditions set forth in this Ordinance and as otherwise determined by the General Manager to be appropriate to protect the District's sewerage system.

- E. The permit application may be denied if the discharger fails to establish to the District's satisfaction that adequate pretreatment equipment is included within the discharger's plans to ensure that the discharge limits will be met or if the discharger has, in the past, demonstrated an inability to comply with applicable discharge limits.

405.2 General Discharge Permit Conditions and Limits

The issuance of a General Discharge Permit may include any of the following conditions or limits:

- A. Requirements to develop and implement Best Management Practices as determined by the General Manager to be appropriate to protect the District's sewerage system.
- B. Requirements to develop, submit for approval, and implement such a plan or take such action that may be necessary to control slug discharges.
- C. Requirements for the User to construct and maintain, at the user's own expense, appropriate pretreatment equipment, pH control, flow monitoring facilities and sampling facilities.
- D. Other terms and conditions which may be applicable to ensure compliance with this Ordinance.
- E. Other terms and conditions determined by the General Manager to be appropriate to protect the District's sewerage system.
- F. Requirements and conditions in Section 401.B of this Ordinance.

405.3 General Discharge Permit Fee

- A. The General Discharge Permit fee shall be in an amount adopted by resolution, or Ordinance, as appropriate, of the Board. The permit fee shall be payable within forty-five (45) days of invoicing by the District. Payment of permit fees must be received by the District prior to issuance of either a new permit or a renewed permit. Permittee shall also pay any delinquent invoices in full prior to permit renewal.
- B. Any permit issued may be conditioned upon depositing financial security to guarantee payment of all annual fees and charges to be incurred, in accordance with the provisions of Section 717 of this Ordinance.
- C. General Discharge Permit Charge for Use. A charge for use to cover all costs of the District for providing sewerage service and monitoring shall be established by the General Manager and the board of directors through the most current fee resolution named 'A Resolution of the Board of Directors of Valley Sanitary District Amending Fees and Charges For District Services'. A deposit determined by the General Manager to be sufficient to pay the estimated charges for use shall accompany the General Discharge Permit application and said deposit shall be applied to the charges for use.

405.4 General Discharge Permit Modifications of Terms and Conditions

- A. The terms and conditions of an issued permit may be subject to modification and change in the sole determination by the General Manager during the life of the permit based on:
 - 1. The discharger's current or anticipated operating data;

2. The District's current or anticipated operating data;
 3. Changes in the requirements of Regulatory Agencies that affect the District; or
 4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.
- B. The Permittee shall request a modification to the terms and conditions of an issued permit prior to increasing the contribution of flow, pollutants, or changing the nature of pollutants where such contribution or change will cause the Permittee to be in violation of their permit or this Ordinance. The request shall be in writing stating the requested change, and the reasons for the change. The District shall review the request, make a determination on the request, and respond in writing. The District's approval may be granted or denied.
- C. Permittee shall be informed of any change in the permit limits, conditions, or requirements at least forty-five (45) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

405.5 General Discharge Permit Duration and Renewal

General Discharge Permit shall be issued for a period not to exceed five (5) years but may be renewed as determined by the General Manager. Users seeking permit renewal shall comply with all provisions of this Article 4.

ARTICLE 5

FACILITIES REQUIREMENTS

501. DRAWING SUBMITTAL REQUIREMENTS

- A. Persons wishing to construct a public sewer as defined by Section 303 shall submit to the District, the Plans, Profiles and Specifications in accordance with District Standard Specifications for Construction.
- B. Applicants or users discharging non-domestic wastewater may be required to submit three copies of detailed facility plans. The submittal shall be in a form and content acceptable to the District for review of existing or proposed pretreatment facilities, spill containment facilities, monitoring facilities, metering facilities, and operating procedures. The review of the plans and procedures shall in no way relieve the user of the responsibility of modifying the facilities or procedures in the future, as necessary to produce an acceptable discharge, and to meet the requirements of this Ordinance or any requirements of other Regulatory Agencies.
- C. As a minimum, the drawings shall depict the manufacturing process (waste generating sources), spill containment, monitoring or metering facilities, and pretreatment facilities.
- D. The applicant or user shall submit a schematic drawing of the pretreatment facilities, piping and instrumentation diagram, and wastewater characterization report or equivalent as determined by the General Manager.
- E. Users and applicants may also be required to submit for review, site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, spill containment, clarifiers, and appurtenances by size, location, and elevation for evaluation.
- F. The District may require the drawings be prepared by a California Registered Architect, Chemical, Mechanical, or Civil Engineer.

502. PRETREATMENT FACILITIES

- A. All users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with Local Limits and all Categorical Pretreatment Standards within the time limitations specified by EPA, the State, or District, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the District for review and shall be acceptable to the District before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the District under the provisions of this Ordinance.
- B. Any user required to treat or transport wastewater shall ensure that pretreatment facilities are maintained by a qualified operator and in proper operating condition at the user's expense.
- C. All users may also be required by the District to submit waste analysis plans, contingency plans, and meet other necessary requirements to ensure proper operation of the pretreatment facilities and compliance with permit limits and this Ordinance.
- D. No user shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with

this Ordinance and the user's Permit.

503. SPILL CONTAINMENT FACILITIES/ACCIDENTAL SLUG CONTROL PLANS

- A. All users shall provide spill containment for protection against discharge of prohibited materials or other wastes regulated by this Ordinance. Such protection shall be designed to secure the discharges and to prevent them from entering into the system in accordance with reasonable engineering standards. Such facilities shall be provided and maintained at the user's expense.
- B. The General Manager may require any industrial user to develop and implement an accidental discharge/slug control plan.
- C. The General Manager shall evaluate whether each SIU needs an accidental discharge/slug control plan or other action to control slug discharges. An accidental discharge/slug control plan shall address, at a minimum, the following:
 - 1. Description of discharge practices, including nonroutine batch discharges;
 - 2. Description of stored chemicals;
 - 3. Procedures for immediately notifying the General Manager of any accidental or slug discharge; and
 - 4. Procedures to prevent adverse impact from any accidental or sludge 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, and/or measures and equipment for emergency response.

504. MONITORING/METERING FACILITIES

- A. The District may require the user to construct and maintain in proper operating condition at the user's sole expense, flow monitoring, constituent monitoring and/or sampling facilities.
- B. The monitoring or metering facilities may be required to include a security closure that can be locked with a District provided hasp lock or the equivalent, during sampling or upon termination of service.
- C. The location of the monitoring or metering facilities shall be subject to approval by the District.
- D. The user shall provide immediate, clear, safe, and uninterrupted access to the District to the user's monitoring and metering facilities.
- E. The District may at its sole discretion, install its own monitoring or metering facilities. The cost of constructing and maintaining the facilities shall be borne by the user.

505. WASTE MINIMIZATION REQUIREMENTS

The District may require the user to provide waste minimization plans to conserve water, investigate product substitution, provide inventory control, implement employee education, and other steps as necessary to minimize waste produced.

506. GREASE INTERCEPTOR

In accordance with Section 502, a User may be required to install pretreatment facilities to assure that the wastewater is acceptable to the District. Grease Interceptors may be required to remove solids and floating grease that may interfere with the District's facilities. Grease Interceptors are defined as a structural chamber approved by the local authorities and the District to remove fats, oils, and grease (FOG) and solids from wastewater prior to discharge to the District's sewer collection system.

- A. Grease Interceptors are typically required for food service establishments. Discharges from new facilities must have their plumbing plans reviewed and approved by the appropriate plumbing official and reviewed by the District to determine if a grease interceptor is required and if it is appropriately sized for the flow and loading generated by the User's discharge.
- B. Sanitary wastewater shall not be allowed to pass- through the grease interceptor.
- C. Grease Interceptors shall be operated and maintained in a satisfactory manner which includes cleaning to remove all solids and floatable FOG once every three months, when 25% or more of the volumetric capacity of the chamber is occupied by settled or floatable materials, or when determined by the District, whichever occurs first. Users are required to maintain cleaning records for three years.
- D. District may reduce the cleaning requirements only after the User demonstrates to the satisfaction of the General Manager that the grease interceptor can operate at a different cleaning frequency. The User shall submit a demonstration plan for District's approval that includes effluent testing to demonstrate that the grease interceptor cleaning frequency can be changed. The User shall execute the plan and submit the results for District's review and approval prior to changing the cleaning frequency.
- E. All chambers of the grease interceptor shall be immediately accessible at all times for the purpose of inspection and cleaning. At no time shall any material, debris, obstacles, or obstructions be placed in such a manner so as to prevent immediate access to the interceptor.
- F. All interceptors shall be equipped with a sample chamber located downstream of the interceptor and the sample chamber shall conform to approved District standards.
- G. If the General Manager finds that a grease interceptor is inadequate for removing floatable or settleable material or is structurally incomplete, the General Manager shall notify the User that the grease interceptor does not meet the requirements of this section and shall require the User to install, at the user's expense, an acceptable interceptor.
- H. The use of chemicals, enzymes, or mechanical means to dissolve or emulsify grease is specifically prohibited.

Accumulated sediment and floating material from the grease interceptor shall be removed and legally disposed of and shall not be discharged to the sewer.

ARTICLE 6

MONITORING, REPORTING, NOTIFICATION, AND INSPECTION REQUIREMENTS

601. MONITORING AND REPORTING CONDITIONS

A. Monitoring for Annual Charge for Use

The wastewater constituents and characteristics of a discharger needed for determining the annual charge for use shall be submitted in the form of self-monitoring reports by the user to the District, if requested and as set forth in their permit. The frequency of analyses and reporting shall be set forth in the user's permit. The analyses of these constituents and characteristics shall be by a laboratory acceptable to the District, and at the sole expense of the permittee. Analyses performed by District's personnel may be used in the determination of the annual charge for use.

B. Monitoring for Compliance with Permit Conditions or Reporting Requirements

The District may require reports for self-monitoring of wastewater constituents and characteristics of the discharger needed for determining compliance with any limit or requirements as specified in the user's permit, Federal or State Regulations, or this Ordinance. These reports include:

1. Baseline Monitoring Reports as defined by 40 CFR 403.12(b).
2. Compliance Schedule Progress Reports as defined by 40 CFR 403.12(c).
3. 90-Day Compliance Reports as defined by 40 CFR 403.12(d).
4. Periodic Reports on continued compliance, including but not limited to report(s) of continued compliance with categorical standards in accordance with 40 CFR 403.12(e) and other specified limitations (e.g. local limits) in accordance with 40 CFR 403.12 (h).
5. Notification of the Discharge of Hazardous Waste as per 40 CFR 403.12(p) and as revised.
6. Other reports as required by the District, including but not limited to a report of compliance with any categorical deadline(s) in accordance with 40 CFR 403.12(d).

Monitoring reports of the analyses of wastewater constituents and characteristics shall be in a manner and form approved by the District and shall be submitted upon request of the District. When applicable, the self-monitoring requirement and frequency of reporting may be set forth in the user's permit as directed by the District. The analyses of wastewater constituents and characteristics and the preparation of the monitoring report shall be done at the sole expense of the user.

Failure by the user to perform any required monitoring, or to submit monitoring reports required by the District constitutes a violation and may result in determining whether the permittee is in significant non-compliance, as defined in this Ordinance. Any and all expenses incurred by the District to determine compliance with any limits and requirements specified in the user's permit or in this Ordinance shall be the responsibility of said user.

601.1 Inspection and Sampling Conditions

- A. The District may inspect and sample the wastewater generating and disposal facilities of any user to ascertain whether the intent of this Ordinance is being met and the user is complying with all requirements.
- B. The District shall have the right to place on the user's property or other locations as determined by the District, such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force, the user shall make necessary arrangements so that personnel from the District shall be permitted to enter without delay for the purpose of performing their specific responsibilities.
- C. In order for the District to determine the wastewater characteristics of the discharger for purposes of determining the annual use charge and for compliance with permit requirements, the user shall make available for inspection and copying by the District all notices, self-monitoring reports, waste manifests and records including, but not limited to, those related to production, wastewater generation, wastewater disposal, and those required in the Federal Pretreatment Requirements without restriction, but subject to the confidentiality provision set forth in Section 104 herein. All such records shall be kept by the user a minimum of three (3) years.
- D. The user is responsible for maintaining all user required flow and sampling equipment and maintaining the designated sampling location free from debris. Debris removed from the sampling location is considered waste and shall be pretreated and disposed of properly.
- E. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that are representative of conditions occurring during the reporting period.
- F. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- G. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the General Manager or designated representative, using the procedures prescribed in this section of this Ordinance, the results of this monitoring shall be included in the report.
- H. Except as indicated in Section I and J below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the General Manager. Where time-proportional composite sampling or grab sampling is authorized by the District, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be analyzed individually or composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease the samples may be composited in the laboratory. In addition, grab samples may be required to show compliance with instantaneous limits.
- I. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

- J. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. The General Manager may authorize a lower minimum for facilities for which historical sampling data are available.

601.2 Right of Entry

Persons or occupants of premises where wastewater is created or discharged shall allow the District, or its representatives, reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the discharger's facility is open, operating, or any other reasonable time. 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 District's sewerage system

601.3 Notification of Spill or Slug Loading

- A. In the event the discharger is unable to comply with any permit condition due to a breakdown of equipment, accidents, or human error, or the discharger has reasonable opportunity to know that the discharge will exceed the discharge provisions of the user's permit, Section 208, or any local wastewater discharge limitations adopted by the District, the discharger shall immediately notify the District by telephone. If the material discharged to the sewer has the potential to cause or result in a fire or explosion hazard, the discharger shall immediately notify the local fire department and the District.
- B. Confirmation of this notification shall be made in writing no later than five (5) working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.
- C. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the District or any other damage or loss to person or property; nor shall such notification relieve the user of any fees or other liability which may be imposed by this Ordinance or other applicable law.

601.4 Notification of Bypass

- A. Bypass of industrial wastewater to the sewerage system is prohibited. The District may take enforcement action against the user, unless:
 - 1. Bypass was unavoidable because it was done to prevent loss of life, personal injury, or severe property damage;
 - 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, elective slow-down or shut-down of production units or maintenance during periods of production downtime. This condition is not satisfied if adequate backup equipment could have been feasibly installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventative maintenance; and
 - 3. The permittee submitted notices as required under Article 601.4 (B).
- B. If a permittee knows in advance of the need for a bypass, it shall submit a written request to allow the bypass to the District, if possible, at least ten (10) days before the date of the bypass.

- C. The District may approve an anticipated bypass at its sole discretion after considering its adverse effects, and the District determines that the conditions listed in 601.4 (A) (1-3) are met.

- D. A permittee shall provide telephone notification to the District of an unanticipated bypass that exceeds its permitted discharge limits within four (4) hours from the time the permittee becomes aware of the bypass. A written report shall also be provided within five (5) days of the time the permittee becomes aware or could reasonably have been aware of the bypass. The 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, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. Failure to submit oral notice or written report may be grounds for permit revocation.

ARTICLE 7

ENFORCEMENT

701. PURPOSE AND SCOPE

- A. The Board finds that in order for the District to comply with the laws, regulations and rules imposed upon it by Regulatory Agencies and to ensure that the District's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the District's sewerage system.
- B. To ensure that all interested parties are afforded due process of law and that non-compliance and violations are resolved as soon as possible, the general policy of the District is that:
 - 1. Any determination relating to a permit application, permit violation, Probation Order, or Enforcement Compliance Schedule Agreement (ECSA) will be made by the Program Manager, with a right of appeal by the permittee to the General Manager pursuant to the procedures set forth in Section 713.
 - 2. A user, permittee, or applicant for a permit may request the Board to hear an appeal of the General Manager's decision pursuant to Section 715, except as set forth in Section 715.B. Such request may be granted or denied by the Board except where civil penalties have been awarded.
 - 3. Actions and decisions by the Program Manager are made pursuant to a delegation of authority by the General Manager as authorized by Section 107 of this Ordinance.
- C. The District, at its discretion, may utilize any one, combination, or all enforcement remedies in accordance with the District's enforcement response plan to any permit or Ordinance violation. However, the District may take other action against any User when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant user.

702. DETERMINATION OF NON-COMPLIANCE

- A. Sampling Procedures
 - 1. Sampling of all permittees shall be conducted in the time, place, manner, and frequency determined at the sole discretion of the District.
 - 2. Non-compliance with mass emission rate limits, concentration limits, permit discharge conditions, or any discharge provision of this Ordinance may be determined by an analysis of a grab or composite sample of the effluent of a user. Non-compliance with mass emission rate limits shall be determined by an analysis of a composite sample of the user's effluent, except that a grab sample may be used to determine compliance with mass emission rate limits when the discharge is from a closed (batch) treatment system in which there is no wastewater flow into the system when the discharge is occurring, the volume of wastewater contained in the batch system is known, the time interval of discharge is known, and the grab sample is homogeneous and representative of the discharge.

3. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

703. ENFORCEMENT PROCEDURES AND APPLICABLE FEES

A. Self-Monitoring Requirements as a Result of Non-Compliance

1. If analysis of any sample obtained by the District or by a permittee or user shows non-compliance with the applicable wastewater discharge limits set forth in the Ordinance or in the permittee's discharge permit, the District may impose self-monitoring requirements on the permittee or user.
2. A user shall perform required self-monitoring of constituents in a frequency, at the specific location, and in a manner directed by the District.
3. All analyses of self-monitoring samples shall be performed by an independent laboratory acceptable to the District and submitted to the District in a form and frequency determined by the District.
4. All self-monitoring costs shall be borne by the user.
5. Nothing in this section shall be deemed to limit the authority of the District to impose self-monitoring as a permit condition.

B. Purpose of Non-Compliance Sampling Fees

The purpose of the non-compliance sampling fee is to compensate the District for costs of additional sampling; monitoring, laboratory analysis, sample treatment, disposal, and administrative processing incurred as a result of the non-compliance and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to Sections 711 and 712. Non-compliance fees are established by Resolution and are amended from time to time to reflect the cost of providing additional oversight to remedy non-compliance with the provisions of this Ordinance or wastewater discharge permit.

C. Non-Compliance Sampling Fees for Composite Samples

1. Each violation of a permittee's permit discharge limit or condition is a violation of this Ordinance. If analysis of any composite sample of a permittee's discharge obtained by the District shows a violation by the permittee of the mass emission rates or concentration limits specified in the permittee's discharge permit or in this Ordinance, then the District may impose non-compliance sampling fees pursuant to fee schedules adopted by the District's Board of Directors.
2. The fees specified in District's resolution for fees and charges 2021-1143, or as superseded, shall be imposed for each date on which the District conducts sampling as a result of a violation by a permittee.

D. Non-Compliance Sampling Fees for Grab Samples and Self-Monitoring Results

1. If analysis of any grab sample analysis of a permittee's discharge shows non-compliance with any concentration limits as set forth in the user's permit or in Section 208, the District may impose non-compliance sampling fees, pursuant

to fee schedules adopted by the District's Board, for sampling conducted by the District as a result of a violation by the permittee.

2. If any self-monitoring analysis of a permittee's discharge shows non-compliance with any concentration limits or mass emission rates as set forth in the user's permit or in this Ordinance, the District may impose non-compliance sampling fees, pursuant to fee schedules adopted by the District's Board of Directors, for sampling conducted by the District as a result of a violation by the Permittee.

E. Requirement to Resample

In accordance with 40 CFR 403.12(g)(2), if sampling performed by a User indicates a violation, the User shall notify the District within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District within 30 days after becoming aware of the violation. Where the District has performed the sampling and analysis in lieu of the User, the District must perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis.

703.1 Administrative Orders

A. Cease and Desist Orders

Whenever the General Manager finds that a violation of this Ordinance, or the provisions of any discharge permit issued pursuant to this Ordinance has occurred, the General Manager may issue a Cease-and-Desist Order and direct that those persons not complying with such prohibitions, limitations, requirements or provisions:

1. Cease discharge immediately; or
2. Comply immediately; or
3. Comply in accordance with a time schedule set forth by the District.

703.2 Probation Order

A. Grounds

In the event the General Manager determines that a User has violated any provisions of this Ordinance, or the terms, conditions, and limits of its discharge permit, or has not made payment of all amounts owed to the District for user charges, non-compliance fees or any other fees, the General Manager may issue a Probation Order, whereby the user must comply with all directives, conditions, and requirements therein within the time prescribed.

B. Provisions

The issuance of a Probation Order may contain terms and conditions including but not limited to, installation of pretreatment equipment and facilities, requirements for self-monitoring, submittal of drawings or technical reports, operator certification, audit of waste minimization practices, payment of fees, limits on rate and time of discharge, or other provisions to ensure compliance with this Ordinance.

C. Probation Order-Expiration

A Probation Order issued by the General Manager shall be in effect for a period not to

exceed ninety (90) days.

703.3 Enforcement Compliance Schedule Agreement (ECSA)

A. Grounds

Upon determination that a User is in non-compliance with the terms, conditions or limits specified in its permit or any provision of this Ordinance, and needs to modify, construct and/or acquire and install equipment and/or facilities, the General Manager may require the User to enter into an ECSA. An ECSA will, upon the effective date of the ECSA, amend a permittee's permit. The ECSA shall contain terms and conditions by which a User must operate during its term and shall provide specific dates for achieving compliance with each term and condition for construction, modification and/or acquisition and installation of required equipment.

B. Provisions

The issuance of an ECSA may contain terms and conditions including but not limited to requirements for self-monitoring, modification and/or installation of equipment and/or facilities, submittal of drawings or reports, operator certification, audit of waste minimization practices, payment of fees, limits on rate and time of discharge, deposit of performance guarantee, or other provisions to ensure compliance with this Ordinance.

C. ECSA - Payment of Amounts Owed

The District shall not enter into an ECSA until such time as all amounts owed to the District, including user fees, non-compliance sampling fees, deposits, or other amounts due are paid in full, or an agreement for deferred payment secured by collateral or a third party, is approved by the General Manager. Failure to pay all amounts owed to the District shall be grounds for enforcement action to include but not limited to permit suspension or permit revocation as set forth in Section 704 and 705.

D. ECSA - Discharge Suspension/Revocation

If compliance is not achieved in accordance with the terms and conditions of an ECSA during its term, the General Manager may issue an order suspending or revoking discharge privileges and/or a user's discharge permit pursuant to Section 704 and 705 of this Ordinance.

704. SUSPENSION OF DISCHARGE

A. Grounds

The General Manger may suspend any discharge and/or permit when it is determined that a user:

1. Fails to comply with the terms and conditions of an Enforcement Compliance Schedule Agreement (ECSA.)
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 or limits, 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. Violates a Probation Order.
7. Refuses reasonable access to the user'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 sampling fees, permit fees, or any other fees imposed pursuant to this Ordinance.
9. Violates any provision of the District's Ordinance or any condition or limit of the user's discharge permit.

B. Notice/Hearing

When the General Manager has reason to believe that grounds exist for discharge suspension, the General Manager shall give written notice thereof by personal service or certified mail to the user 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 suspension hearing, the user 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 the determination, and should the General Manager find that grounds exist for suspension of the discharge shall issue a decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by the designee. The written decision and order of the General Manager shall be personally served or sent by certified mail to the user or its legal counsel/representative at the user's address. In the event that the General Manager determines not to suspend the discharge, the General Manager may order other enforcement actions as appropriate to prevent non-compliance with Ordinance or the user's discharge permit.

C. Effect

1. Upon an order of suspension by the General Manager becoming final, the user shall immediately cease and desist its discharge and shall have no right to discharge any wastewater, directly or indirectly to the District's sewerage system for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the user.

2. Any owner or responsible management employee of a business entity or permittee shall be bound by the order of suspension.
3. An order of discharge suspension issued by the General Manager shall be final in all respects on the sixteenth (16th) day after it is personally served or mailed to the user unless a request for hearing is filed with the Board pursuant to Section 715 no later than 4:00 p.m. on the fifteenth (15th) day following such personal service or mailing.

705. PERMIT REVOCATION

A. Grounds

The General Manager may revoke any permit when it is determined that a permittee:

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 permit terms, conditions, or limits, 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 ECSA, permit suspension or probation order.
6. Discharges effluent to the District's 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 sampling fees, permit fees, or any other fees imposed pursuant to this Ordinance.
9. Causes interference with the District's collection, treatment, or disposal system.
10. Fails to submit oral notice or written report of bypass occurrence.
11. Violates any condition or limit of its discharge 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, the General Manager shall give written notice by personal service or certified mail 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 sixty (60) calendar days after the personal service or

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.
3. Upon receipt of the written report, the General Manager shall make the determination, and should the General Manager find that grounds exist for permanent revocation of the permit, shall issue a decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by the designee. The written decision and order of the General Manager shall be personally served or sent by certified mail to the permittee or its legal counsel/representative at the permittee's business address.
4. In the event the General Manager determines to not revoke the permit the General Manager may order other enforcement actions, including, but not limited to, a temporary suspension of the permit, under terms and conditions that are deemed appropriate.

C. Effect

1. Upon an order of revocation by the General Manger becoming final, the permittee shall permanently lose all rights to discharge any industrial wastewater 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 Manger shall be final in all respects on the sixteenth (16th) day after it is personally served or mailed to the permittee unless a request for hearing is filed with the Board pursuant to Section 715 no later than 4:00 p.m. on the fifteenth (15th) day following such personal service or mailing.

706. DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS

- A. Any person who discharges any waste which causes or contributes to any obstruction, interference, damage, or any other impairment to the District's sewerage facilities or to the operation of those facilities shall be liable for all costs required to clean or repair the facilities together with expenses incurred by the District to resume normal operations. Such discharge shall be grounds for suspension of discharge or permit revocation. A service charge of twenty-five percent (25%) of District's costs shall be added to the costs and charges to reimburse the District for miscellaneous overhead, including

administrative personnel and record keeping. The total amount shall be payable within forty-five (45) days of invoicing by the District.

- B. Any person who discharges waste which causes or contributes to the District,
 - 1. violating its discharge requirements established by any Regulatory Agency; or
 - 2. incurring additional expenses or suffering losses or damage to the facilities,shall be liable for any costs or expenses incurred by the District, including regulatory fines, penalties, and assessments made by other agencies or a court.

707. INDUSTRIAL WASTE PASS THROUGH

Any person whose discharge results in a pass-through event affecting the District or its sewerage facilities shall be liable for all costs associated with the event, including treatment costs, regulatory fines, penalties, assessments, and other indirect costs. The discharger shall submit to the District plans to prevent future recurrences to the satisfaction of the District.

708. TERMINATION OF SERVICE

- A. The District, by order of the General Manager, may physically terminate sewerage service to any property as follows:
 - 1. On a term of any order of emergency suspension or revocation of a permit; or
 - 2. Upon the failure of a person not holding a valid discharge permit to immediately cease discharge, whether direct or indirect, to the District's sewerage facilities.
- B. All costs for physical termination shall be paid by the user as well as all costs for reinstating service.

709. EMERGENCY SUSPENSION ORDER

- A. The District may, by order of the General Manager, suspend sewerage service when the General Manager determines that such suspension is necessary in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, or to the environment, or may cause interference to the District's sewerage facilities, or may cause the District to violate any State or Federal Law or Regulation. Any discharger notified of and subject to an Emergency Suspension Order shall immediately cease and desist the discharge of all industrial wastewater to the sewerage system.
- B. As soon as reasonably practicable following the issuance of an Emergency Suspension Order, but in no event more than five (5) days following the issuance of such order, the General Manager shall hold a hearing to provide the user the opportunity to present information in opposition to the issuance of the Emergency Suspension Order. Such a hearing shall not stay the effect of the Emergency Suspension Order. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the District's General Counsel. The General Manager shall issue a written decision and order within two (2) business days following the hearing, which decision shall be personally served or sent by certified mail to the user or its legal counsel/representative at that user's business address. The decision of the General Manager following the hearing shall be final and not subject to appeal.

710. INJUNCTION

Whenever a discharger of wastewater is in violation of or has the reasonable potential to violate any provision of this Ordinance, permit condition, or any Federal Pretreatment Standard or requirement as set forth in 40 CFR Section 403.8 et seq., fails to submit required reports, or refuses to allow the District entry to inspect or monitor the user's discharge, the District may petition the appropriate court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate to restrain the continued violation or to prevent threatened violations by the discharger.

711. CIVIL PENALTIES

A. Authority

All users of the District's sewerage system and facilities are subject to enforcement actions administratively or judicially by the District, U.S. EPA, State of California Regional Water Quality Control Board, or the County of Riverside District Attorney. Said actions may be taken pursuant to the authority and 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.);
3. California Hazardous Waste Control Law (California Health & Safety Code Sections 25100 to 25250);
4. Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.); and
5. California Government Code, Sections 54739-54740.6.

B. Recovery of Fines or Penalties

In the event the District is subject to the payment of fines or penalties 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 District's sewerage system which is in violation of any provision of the District's Ordinance or the user's permit, District shall be entitled to recover from the user all costs and expenses, including, but not limited to, the full amount of said fines or penalties to which it has been subjected.

C. Ordinance

Pursuant to the authority of California Government Code Sections 54739-54740.6, any person who violates any provision of this Ordinance; any permit condition, prohibition or effluent limit; or any suspension or revocation order shall be liable civilly for a sum not to exceed \$25,000.00 per violation for each day in which such violation occurs. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Ordinance, or any permit condition, prohibition, or effluent limit shall be liable civilly for a sum not to exceed \$25,000.00 per violation for each day in which such violation occurs. The General Counsel of the District, upon order of the General Manager, shall petition the appropriate court to impose, assess, and recover such penalties, or such other penalties as the District may impose, assess, and recover

pursuant to Federal and/or State Legislative authorization.

D. 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 suspension or revocation order.
2. The administrative complaint shall be served by personal delivery or certified mail on the person and shall inform the person that a hearing will be conducted and shall specify a hearing date 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 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 a determination, and should the General Manager find that grounds exist for assessment of a civil penalty against the person, shall issue a decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by the 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 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 (\$2,000.00) for each day for failing or refusing to furnish technical or monitoring reports;

- b) In an amount which shall not exceed three thousand dollars (\$3,000.00) 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 (\$5,000.00) 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 (\$10.00) per gallon for discharges in violation of any suspension, 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 715 no later than the thirtieth (30th) day following such personal service or 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 the 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 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 of any order setting administrative civil penalties shall be made within thirty (30) days of 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 discharger 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 711.D for any violation for which the District has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.

712. 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 \$1,000.00, or imprisonment for not more than thirty (30) days, or both pursuant to Health and Safety Code Section 6523. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained herein.

713. APPEALS TO GENERAL MANAGER

A. General

Any user, permit applicant or permittee affected by any decision, action or determination made by the General Manager's authorized representative may file with the General Manager a written request for an appeal hearing. The request must be sent by certified mail or hand delivered to be received by the District within thirty (30) days of mailing of notice of the decision, action, or determination of the District to the appellant. The request for hearing shall set forth in detail all facts supporting the appellant's request.

B. Notice

The General Manager shall, within fifteen (15) days of receiving the request for appeal, and pursuant to Section 713.A, provide written notice to the appellant of the hearing date, time, and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice by certified mail to the appellant unless a later date is agreed to by the appellant. If the hearing is not held within said time due to actions or inactions of the appellant, then the staff decision shall be deemed final.

C. Hearing

At the hearing, the appellant shall have the opportunity to present information, supporting its position concerning the staff's 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.

D. Written Determination

After the conclusion of the hearing, the General Manager (or other designee) shall prepare a report 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. The General Manager shall make a determination and shall issue a decision and order within thirty (30) calendar days of the hearing by the designee. The written decision and order of the General Manager shall be personally served or sent by certified mail to the appellant or its legal counsel/representative at the appellant's business address.

The order of the General Manager shall be final in all respects on the thirty-first (31st) day after it is mailed to the appellant unless a request for hearing is filed with the Board pursuant to Section 715, no later than 5:00 p.m. on the thirtieth (30th) day following such mailing.

714. PAYMENT OF CHARGES

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

B. Any charge that becomes delinquent shall have added to it a penalty in accordance with the following:

1. Forty-six (46) days after date of invoice, a basic penalty of ten percent (10%) of the base invoice amount, not to exceed a maximum of \$1,000.00; and
2. A penalty of one and one-half percent (1.5%) per month of the base invoice

amount and basic penalty shall accrue from and after the forty sixth (46th) day after date of invoice.

- C. Any invoice outstanding and unpaid after ninety (90) days shall be cause for immediate initiation of permit suspension or revocation proceedings.
- D. Penalties charged under this Section shall not accrue to those invoices successfully appealed, provided the District receives written notification of said appeal prior to the payment due date.
- E. Payment of disputed charges is still required by the due date during District review of any appeal submitted by permittees.

715. APPEALS TO THE BOARD

A. General

Any user, permit applicant, or permittee adversely affected by a decision, action, or determination made by the General Manager may, prior to the date that the General Manager's order becomes final, file a written request for hearing before the Board accompanied by an appeal fee in the amount established by a separate resolution of the District's Board. 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 shall either set the matter for a hearing or deny the request for a hearing.

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 appellant 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.

B. Granting Request for a Civil Hearing.

The Board shall grant all requests for a hearing on appeals concerning permit suspension, revocation, or denial, and civil administrative penalty awards. 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.

C. Appeal Fee Refund

The appeal fee shall be refunded if the Board denies a hearing or reverses or modifies, in favor of the appellant, the order of the General Manager. The fee shall not be refunded if the Board denies the appeal.

D. Written Determination

After the hearing, the Board shall make a determination whether to uphold, modify, or reverse the decision, action, or determination made 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 the issues presented, and the conclusions. The written decision and order of the Board shall be personally served or sent by certified mail 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.

715.1 Appeals of Charges and Fees

Any user, permit applicant, or permittee affected by any decision, action, or determination by the District, relating to fiscal issues of the District in which the user, applicant, or permittee is located, including but not limited to the imposition and collection of fees, such as connection charges, sewer use charges, and special purpose discharge use charges, may request that the District reconsider imposition of such fees or charges. Following review of such a request, the District shall notify the user, permit applicant, or permittee by personal service or certified mail of the District's decision on the reconsideration request. Any user, permit applicant, or permittee adversely affected by the District's decision on the reconsideration request may file an appeal which shall be heard by the Board. The notice of appeal must be received by the District within thirty (30) days of the personal service or mailing of the District's decision on the reconsideration request.

Notwithstanding the foregoing, appeals of non-compliance sampling fees shall be made pursuant to the appeal procedures set forth in Sections 713 and 715.

716. RECOVERY OF COSTS INCURRED BY DISTRICT

In the event any person violates any of the terms and conditions of this Ordinance, or any order, permit, or agreement issued pursuant to this Ordinance, the District shall be entitled to all costs incurred correcting the violation, including but not limited to all construction spill response costs, and reasonable attorney's fees and costs which may be incurred in order to enforce any of said terms and conditions, with or without filing proceedings in court.

717. FINANCIAL SECURITY/AMENDMENTS TO PERMIT

A. Compliance Deposit

Users that have been subject to enforcement and/or collection proceedings may be required to deposit with the District an amount determined by the General Manager as necessary to guarantee payment to District of all charges, fees, penalties, costs, and expenses that may be incurred in the future, before permission is granted for further discharge to the sewer.

B. Delinquent Accounts

The District may require an amendment to the permit of any permittee who fails to make payment in full of all fees and charges assessed by the District, including reconciliation amounts, delinquency penalties, and other costs or fees incurred by Permittee.

C. Bankruptcy

Every Permittee filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy court, for purposes of discharging its financial debts or obligations or seeking court-ordered protection from its creditors, shall, within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its permit.

D. Permit Amendments

The District shall review and examine Permittee's account to determine whether previously incurred fees and charges have been paid in accordance with time

requirements prescribed by this Ordinance. The District may thereafter issue an amendment to the User's permit in accordance with the provision of Article 4 and Section 717 (E) of this Ordinance.

E. Security

An amendment to a waste discharge permit issued pursuant to Sections 717 (B), (C), and (D), may be conditioned upon the Permittee depositing financial security in an amount equal to the average total fees and charges for two (2) calendar quarters during the preceding year. Said deposit shall be used to guarantee payment of all fees and charges incurred for future services and facilities furnished by District and shall not be used by the District to recover outstanding fees and charges incurred prior to the Permittee filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security

In the Event the Permittee makes payment in full within the time prescribed by this Ordinance of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the permit pursuant to Sections 717 (B), (C), and (D), the District shall either return the security deposit posted by the Permittee or credit it's account.

718. JUDICIAL REVIEW

A. Purpose and Effect

Pursuant to Section 1094.6 of the California Code of Civil procedure, the District hereby enacts this section to limit to ninety (90) days following final decisions in adjudicatory administrative hearings the time within which an action can be brought to review such decisions by means of administrative mandamus.

B. Definitions

As used in this Section, the following terms and words shall have the following meanings:

1. Decision shall mean and include adjudicatory administrative decisions that are made after hearing, after an award of civil penalties pursuant to Section 711.D, after revoking, suspending, or denying an application for a permit or a license, or after other administrative hearings required to enforce this chapter.
2. Complete Record shall mean and include the transcript, if any exists, of the proceedings, all pleadings, all notices and orders, any proposed decision by the General Manager, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its offices or agents, all written evidence, and any other papers in the case.

C. Time Limit for Judicial Review

Judicial review of any decision of the District or its officer or agent may be made pursuant to Section 1094.5 of the Code of Civil Procedure only if the petition for writ of mandate is filed not later than the ninetieth (90th) day following the date on which the decision becomes final. If there is no provision for reconsideration in the procedures governing the proceedings or if the date is not otherwise specified, the decision is final on the date it is made. If there is provision for reconsideration, the decision is final upon

the expiration of the period during which such reconsideration can be sought; provided that if reconsideration is sought pursuant to such provision the decision is final for the purposes of this Section on the date that reconsideration is rejected.

D. Preparation of the Record

The complete record of the proceedings shall be prepared by the District officer or agent who made the decision and shall be delivered to the petitioner within ninety (90) days after the petitioner has filed written request, therefore. The District may recover from the petitioner its actual costs for transcribing or otherwise preparing the record.

E. Extension

If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition, pursuant to Section 1094.5 of the Code of Civil Procedure, may be filed shall be extended to not later than the thirtieth (30th) day following the date on which the record is either personally delivered or mailed to the petitioner or the petitioner's attorney of record, if appropriate.

F. Notice

In making a final decision, the District shall provide notice to the person (s) subject to the administrative decision, that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

G. Administrative Civil Penalties

Notwithstanding the foregoing in Section 718, and pursuant to Government Code Section 54740.6, judicial review of an order of the Board imposing administrative civil penalties pursuant to Section 711.D may be made only if the petition for writ of mandate is filed not later than the thirtieth (30th) day following the day on which the order of the Board becomes final.

ARTICLE 8
SEVERABILITY

801. SEVERABILITY

If any provision of this Ordinance or the application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of such provision to other persons or other circumstances shall not be affected.

ARTICLE 9

REPEAL

901. REPEAL

Ordinance No. 2010-118 is hereby superseded in its entirety on the effective date hereof and shall be of no further force or effect. All Ordinances, resolutions, policies, rules, and regulations which are inconsistent with this Ordinance are hereby superseded to the extent that they are inconsistent with the provisions of this Ordinance.

ARTICLE 10
EFFECTIVE DATE

1001 EFFECTIVE DATE

The effective date of this Ordinance shall be September 27, 2022.

ADOPTED this 27th day of September, 2022

Scott A. Sear
President of the Board

September 27, 2022

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Ordinance No 2022-121 adopted by the Board of Directors of Valley Sanitary District of Riverside County at its Regular Meeting held September 27, 2022.

Debra A. Canero
Vice President of the Board

ATTEST:

Dennis M. Coleman
Secretary/Treasurer



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors
THRU: Beverli A. Marshall, General Manager
FROM: Anna Bell, Laboratory & Compliance Supervisor
Ivan Monroy, Environmental Compliance Inspector II

SUBJECT: Adopt Resolution 2022-1170 Maximum Concentration Limits for Wastewater Discharges

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this is for the Board of Directors to adopt Resolution 2022-1170 Maximum Concentration Limits for Wastewater Discharges and rescind the previous resolution 2019-1114.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Goal 6: Improve Planning, Administration and Governance.

Background

In accordance with the Sewer Use Ordinance (SUO) updates, a discharge limits (local limits) study was conducted using the Environmental Protection Agency (EPA) July 2004 Local Limits Development Guidance Document. The study identified 15 Pollutants of Concern (POC) based on EPA’s “National” constituents list. The current limits were found to be sufficiently protective and changes to the local limits were administrative updates including formatting, consistent with significant figures and language.

Resolution 2022-1170 updates the reference to Ordinance No. 2022-121 and reflects the updated NPDES Order No. R7-2020-0007.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 2022-1170 Maximum Concentration Limits for Wastewater Discharges.

Attachments

Attachment A:

Resolution No. 2022-1170

RESOLUTION NO. 2022-1170
A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY
SANITARY DISTRICT ESTABLISHING MAXIMUM
CONCENTRATION LIMITS FOR WASTEWATER DISCHARGES TO
THE VALLEY SANITARY DISTRICT WASTEWATER
RECLAMATION FACILITY

WHEREAS, Order No. R7-2020-0007, NPDES Permit No. CA0104477 issued to Valley Sanitary District (referred to hereinafter as the District) by the State of California contain specific discharge limitations designed to prevent pass through and/or interference in accordance with all provisions of 40CFR403.5 and 403.6; and

WHEREAS, the District is required to establish technically based and legally defensible local discharge limits to prevent pass through and/or interference in accordance with 40CFR403.5 and 403.6; and

WHEREAS, the District intends to establish specific wastewater limitations through Resolution rather than by Ordinance to better facilitate anticipated revisions in the future; and

WHEREAS, the District adopted Ordinance No. 2022-121 which references local wastewater discharge limitations for commercial and industrial users by Resolution; and

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of Valley Sanitary District of Riverside County does hereby adopt the following maximum concentration limits of industrial wastewater pollutants listed in the attached Table I, for the Valley Sanitary Wastewater Treatment Plant in accordance with Section 208 E of District Ordinance No. 2022-121, "Sewer Construction and Use Ordinance".

RESOLUTION NO. 2019-1114 is hereby rescinded.

PASSED, APPROVED, and ADOPTED, this 27th day of September 2022, by the following roll call vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

Scott A. Sear, President

ATTEST:

Dennis Coleman, Secretary/Treasurer

TABLE 1

UNIFORM CONCENTRATION INDUSTRIAL USER EFFLUENT LIMITS¹

POLLUTANT	LOCAL LIMIT Daily Max (mg/L)
Arsenic	4.0
Cadmium	0.4
Chromium	14.0
Copper	12.0
Lead	3.0
Mercury	0.1
Nickel	7.0
Silver	5.0
Zinc	15.0
Cyanide (Total) ³	5.0
Cyanide (Amenable) ³	1.0
Polychlorinated Biphenyls	0.01
Pesticides	0.01
Sulfide ⁴	5.0
Oil & Grease ³	400
Total Petroleum Hydrocarbons ³	25.0

¹ User subject to Federal Categorical Pretreatment Standards shall meet the requirements of 40CFR Chapter I Subchapter N Parts 405-471 in addition to the standards set forth above.

² Average daily maximum concentration shall be applied to a composite sample taken over the hours of industrial discharge. Values are subject to review during the permitting process to determine if high flow volumes from any user at the stated concentrations would cause pass-through of pollutants which is prohibited. In such cases, the General Manager may change the local limits to protect the facilities.

³ A minimum of four grab samples collected at least 15 minutes apart. The average will be used to determine compliance with the concentration limit.

⁴ A single grab sample will be used to determine compliance with the concentration limit.



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Daniel Mills, Maintenance Technician II
SUBJECT: **Approve the Purchase of a Diesel Fuel Tank and Fuel Management System**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board of Directors discuss the purchase of a diesel tank and fuel management system.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

Fiscal Impact

The total cost of the diesel fuel tank, and fuel management system is \$182,321.06. The Diesel tank replacement and fuel meter rebuild is included in the FY 2022/23 Capital Improvement Budget.

Background

On August 1, 2022, staff posted a request for proposal (RFP) for a fuel management system for two onsite fueling stations, and a replacement 1000-gallon diesel fuel tank. The RFP closed on August 31, 2022, with no responses. The District’s current diesel fuel tank is a 32-year-old single wall styled tank on stilts. It is recommended to replace the tank with a ConVault tank, similar to the districts existing unleaded fuel tank in order to have parts and equipment compatible for both tanks. It is also recommended to implement a fuel management system that will allow VSD to better monitor costs, usage, and quantity of fuel. Staff recommends moving forward with Orange Coast Petroleum, Inc. This was the only vender to provide a bid not to exceed the amount of \$182,321.06.

Recommendation

It is recommended that the board of directors authorize the purchase a replacement diesel tank, and fuel management system from Orange Coast Petroleum Equipment, Inc. for an amount not to exceed \$182,321.06

Attachments

Attachment A: Orange Coast Petroleum Equipment Inc. Quote

ORANGE COAST PETROLEUM EQUIPMENT, INC.

Valley Sanitary District

Date: September 21, 2022
Quote #: AST 2122-43
Job Name: 1K- Diesel

Dear Daniel

Per your recent inquiry, I am pleased to quote as follows:

Equipment Summary:

• Vaulted Fuel Tank	\$24,500.00	Extended Net Price
• Freight & Off-Loading	\$4,200.00	Extended Net Price
• Tank Anchoring & Warning Signs	\$1,800.00	Extended Net Price
• Fill, Vent, Gauge Equipment	\$8,550.00	Extended Net Price
• Dispensing Equipment	\$6,355.00	Extended Net Price
• Fuel Management System	\$79,550.00	Extended Net Price
• Concrete Work & Crash Poles	Not Quoted	Extended Net Price
• Equipment Install & Plumbing	\$8,600.00	Extended Net Price
• Electrical Work & System Start-Up	\$22,600.00	Extended Net Price
• Permitting Services	\$15,600.00	Extended Net Price

Pricing Summary:

	<u>With FMS System</u>
Tank and Equipment	\$120,755.00
8.75% Sales Tax	\$10,566.06
Freight & Off-Loading	\$4,200.00
Trade Services	\$46,800.00
Project Grand Total	\$182,321.06

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- **Equipment breakdown and details are included on the following pages.**
- **No fire extinguishers or other accessories included.**
- **No site preparation, concrete work or crash poles included.**
- **No electrical work or system start-up included.**
- **Fire, local, state, and/or federal permit fees are extra and will be billed at cost plus 15%.**
- **Orange Coast Petroleum Equipment is not responsible for additional equipment or canopies that may be required by governing agencies.**
- Prices are good for 30 days and payment terms are based on credit approval.
- Orange Coast Petroleum Equipment reserves the right to change / amend pricing as necessary upon receipt of full specification or drawings required before acceptance of a purchase order.

Sincerely,

Victor Dominguez

Quote Details / Product Description

Low Profile Vault Tank:

1 **1000 Gallon** **Rectangular Hoover Vault Tank**
11 ft 00 in Length X **05 ft 08 in** Width X **04 ft 04 in** Height
Weight: 1800 lb

We Include:

- 30 Year Warranty
- \$ 2 Million Product Liability Insurance
- UL 2085 Listing for Insulated, Protected, Secondary Containment Tanks
- Factory Pre-poured Lightweight Concrete, 2 Hour Fire Rated
- 15 Gallon Internal Spill Containment Box with Lockable Aluminum Lid
 * Includes Internal Drain with Plug - Diesel Compartments Only
- 3 - 4" and 5 - 2" NPT Fittings plus Emergency Vent Openings
- 1 - 4" Submersible Pump Fitting
- Support Feet for Seismic Zones
- Macropoxy Base Coat with Desert Sand Polyurethane Top Coat
- 1 - 6" Emergency Vent for Primary Tank
- 1 - 6" Emergency Vent for Secondary Containment

Unit Net Price: \$24,500.00
Extended Net Price: \$24,500.00

Freight & Off-Loading - Standard Load:

1 **Freight from factory and On Site Off-Loading in Indio, CA**

Unit Net Price: \$4,200.00
Extended Net Price: \$4,200.00

Tank Anchoring Hardware:

1 **Anchoring Hardware Set**

- Specified Stainless Steel Anchor Bolts, Washers, and Nuts

Unit Net Price: \$750.00
Extended Net Price: \$750.00

Safety & Warning Labeling:

1 **Diesel Safety & Warning Signs**

- (4) Aluminum "Diesel Fuel Combustible No Smoking" Signs
- (4) Aluminum NFPA 704 Signs Marked for Diesel Fuel
- (1) Aluminum "In Case of Spill or Release..." Sign
- (2) Vinyl "Dyed Diesel" and / or "Clear Diesel" Decal
- (1) Tank Calibration / Strapping Chart

Unit Net Price: \$525.00
Extended Net Price: \$525.00

Quote Details / Product Description

1 Gasoline Safety & Warning Signs

- (4) Aluminum "Gas Fuel Flammable No Smoking" Signs
- (4) Aluminum NFPA 704 Signs Marked for Gas Fuel
- (1) Aluminum "In Case of Spill or Release..." Sign
- (2) Vinyl "Gas" Decal
- (1) Tank Calibration / Strapping Chart

Unit Net Price: \$525.00
Extended Net Price: \$525.00

Fill System:

1 Upper Fill Package - Diesel

- 2" Dust Cap, Quick Disconnect Adapter, Fill Limiter Valve, and Drop Tube

Unit Net Price: \$1,425.00
Extended Net Price: \$1,425.00

1 Upper Fill Package - Gasoline

- 2" Dust cap - quick disconnect adapter - fill limiter valve and drop tube
 Vapor recovery dust cap and adapter

Unit Net Price: \$1,925.00
Extended Net Price: \$1,925.00

Venting System:

1 Venting Package - Diesel

- 2" Pressure Vacuum Vent with Riser Pipe

Unit Net Price: \$425.00
Extended Net Price: \$425.00

1 Venting Package - Diesel

- 2" Pressure Vacuum Vent with Riser Pipe
 6" Primary tank emergency vent

Unit Net Price: \$875.00
Extended Net Price: \$875.00

Gauging System:

2 Gauging Package with High Level Alarm

- Clock Level Gauge For Use With High Level Alarm
- Annular Space Float Sensor with Cable
- Dual Channel Alarm Box with Beacon

Unit Net Price: \$1,950.00
Extended Net Price: \$3,900.00

Quote Details / Product Description

Dispensing System:

1 Diesel Dispensing Package - Top Mounted

- 1-1/4" Suction Pipe With Pump Adapter
- Fill-Rite 702 Pump - Up to 18 GPM
- 3/4" Fuel Filter Adapter and 30 Micron Filter
- High Hose Retractor Base, Post, and Clamp
- 3/4" x 18' Hardwall Fuel Hose
- 3/4" Breakaway and Whip Hose
- 3/4" Swivel and Automatic Nozzle

Unit Net Price: \$2,875.00
Extended Net Price: \$2,875.00

1 Gasoline Dispensing Package - Top Mounted

- 1-1/4" Suction Pipe With Pump Adapter
- Fill-Rite 702 Pump - Up to 18 GPM
- 3/4" Fuel Filter Adapter and 30 Micron Filter
- High Hose Retractor Base, Post, and Clamp
- 3/4" x 18' Low Permeation fuel hose
- 3/4" Breakaway and Whip Hose
- 3/4" Swivel and ECO Automatic Nozzle

Unit Net Price: \$3,480.00
Extended Net Price: \$3,480.00

Fuel Management System:

2 OPW PV200 PRO Package

Qty	Description
1	PV200 Enterprise Fuel Island Terminal
1	40" Tall Pedestal Assembly
1	Pump Control Pedestal Mounting Bracket
1	Pump Control Module - 2 Hose Master
1	Fuel Site Controller - Internal

Unit Net Price: \$11,800.00
Extended Net Price: \$23,600.00

FMS Options (NOT SHOWN IN PRICING SUMMARY OF PAGE ONE):

1 OPW PV200 Pro Package - Phoenix SQL Software - Upgrade

Qty	Description
1	Phoenix SQL Software - Up To Two Sites
1	Multi-Level Security Features
1	Factory Telephone Start-Up

Unit Net Price: \$9,850.00
Extended Net Price: \$9,850.00

Inventory Monitoring System

2 OPW Nano Monitor System Console

Qty	Description
1	Nano Console
1	Probe Riser can and collar kit
1	Inventory Probe for 5'5" tank
1	Product float kit
1	External Alarm w light & silence switch
1	Output Module
1	Mounting cap for annular sensor
1	Annular space leak detector

Unit Net Price: \$8,200.00
Extended Net Price: \$16,400.00

Electronics Enclosure & Cell Modem:

2 Air cond Cabinet

Qty	Description
	24" x 24" x 10" air conditioned equipment cabinet
	Internal Back Plate
	Fully Gasket Hinged Door
	Turn handle latch lockable
	2500 BTU solid state 120V air conditioner
	Cell modem assembly with power pack and antenna
1	Mini-switch and patch cables to connect fsc and monitor
1	Power outlet - internal device mounting hardware and cable wraps

Unit Net Price: \$14,850.00
Extended Net Price: \$29,700.00

Concrete Pad

0 Concrete & Crash Poles

- Layout new rebar and form pad for new fuel tank installation of a new tank pad for a 1K fuel tank
- Augur soil as required for the installation of 12 new 6" x 7' Crash poles painted safety yellow
- Provide and install 3000 PSI concrete with a 8" high x 6" thick curb around the pad

Unit Net Price:
Extended Net Price: Not Quoted

Equipment Installation and Plumbing Services:

1 ICC and Manufacturer Certified Equipment Installation and Plumbing Services

- Size and Mount Quoted Tank Trim and Dispensing Equipment
- Run Necessary Product Plumbing and Make Necessary Connections
- ICC and Factory Certified Crew to Perform System Installation

Unit Net Price: \$8,600.00
Extended Net Price: \$8,600.00

Quote Details / Product Description

Electrical Work & System Start-Up:

0	Electrical Connections and System Start-Up	<ul style="list-style-type: none"> • Cannot Be Quoted Until The Site Is Visited 	Unit Net Price: Extended Net Price:	Not Quoted
2	Tank Top Electrical Work	<ul style="list-style-type: none"> • Mount Air Conditioned cabinet with emergency pup shut-off switch in designated area - outside explosion proof area • Mount Fuel management pedestal over by customer's supplied home-run power and communication conduit by tank area • Interconnect pedestal to tank pump • Pull power and communiton lines through tank top conduit • configure - start up and test system • Assit customer's IT department in loadind software on destop • Train system users on programing - operating and reporting • Mount Nano tank monitors console in equipment cabinet • Mount Tank probes and lead sensors in tanks • Extend tan pad conduit stub-ups prove and sensors • Pll control and communication calbe through provid and new conduit from equip cabinet to divice in fuel tank are upto 50' • Make all necessary connections and test system 	Unit Net Price: \$10,500.00 Extended Net Price: \$21,000.00	
1	Additonal inst & start up for Phoenix SQL	<ul style="list-style-type: none"> • Assist customer's IT department in loading SWL software to server • Assist Custoerm's IT department in setting users's web browser security • Load susem upsdates and test system • Train users on programing - use and reporting 	Unit Net Price: \$1,600.00 Extended Net Price: \$1,600.00	
<u>Permitting Services:</u>				
1	Fire and City/County Permitting Services	<ul style="list-style-type: none"> • Plan Development and Submittal • Application Completion and Submittal * Fees By Others ** Includes One Structural Stamp *** Does Not Include Architect Stamp *** Does Not Include Conditional Use Permits 	Unit Net Price: \$10,100.00 Extended Net Price: \$10,100.00	
1	AQMD Permitting - fees & test	<ul style="list-style-type: none"> • Plan Development and Submittal • Application Completion and Submittal • All necessary tests 	Unit Net Price: \$5,500.00 Extended Net Price: \$5,500.00	



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Tino Tijerina, Facilities Maintenance Supervisor

SUBJECT: Authorize the General Manager to Execute a Contract with Trimax to Replace Plant Blower System Master Control Panel and Three Local Control Panel Programmable Logic Controllers (PLC) in an Amount Not to Exceed \$86,110

Executive Summary

The purpose of this report is for the Board to discuss the need to approve Trimax to replace all Programable Logic Controller CPU and Input /Output modules related to the PLC and SCADA System.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3.2: Increase use of technology to lower costs and improve reliability.

Fiscal Impact

This expense is included in the adopted Fiscal Year 2022-23 Capital Improvement budget.

Background

Trimax is the sole SCADA integrator for the District and has upgraded various equipment controls and added programing to the PLC and SCADA system that have improved the performance of the plant process.

The Blower System was installed in 2006. Some components have been replaced due to failure and these replacement parts have a long delivery time due to supply chain issues and electronics shortages. Staff has identified that the Master Control Panel and three Local Control Panel equipment need to be upgraded for operational continuity.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Trimax to upgrade all blower system electronic equipment

related to the PLC and SCADA system in an amount not to exceed \$86,110 (including tax and delivery).

Attachments

Attachment A: Trimax Sales Quotation

Attachment B: Single/Sole Source Justification

SALES QUOTATION

To: Valley Sanitary District
Attn: Tino Tejerina
RE: Blower MCP & LCP PLC Upgrade

Quote Date: 09/22/2022
Quote No.: E-13285
Bid Date: 09/22/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

SCOPE OF SERVICES

Item	Qty	Description
1	Lot	Onsite Product Reconfiguration of existing Aeration Blower MCP and 3 Local Control Panel: <ul style="list-style-type: none"> • New Trimax-Supplied Items <ul style="list-style-type: none"> ○ All part existing to remain except the following PLC parts ○ CPU replaced with 5069-L320ER ○ All I/O modules replaced with 5069 modules to match existing counts ○ Allen Bradley OIT 9"
2	Lot	Professional Services <ul style="list-style-type: none"> • Engineering • Field modifications of CPU & I/O modules to be by Trimax • PLC Programming • OIT Programming • Product Startup Services – product quality review, verification of product installation, product programming, product function checks, and product startup
		TOTAL (including applicable sales tax):
		\$86,110.00

CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Software Licenses
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.

- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Antenna tower and/or mast
- Stilling wells
- Spare Parts
- Demolition and Salvage
- Seismic Calculations
- Raceway Systems Drawings
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

PROVISIONS

- Quote is firm for 60 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Tino Tijerina, Facilities Maintenance Supervisor

SUBJECT: Authorize the General Manager to Execute a Contract with Trimax to Replace Programmable Logic Controller (PLC) Central Processing Unit (CPU) and Input/Output Modules for PLC 600 and PLC 460 in an Amount Not to Exceed \$102,975

Executive Summary

The purpose of this report is for the Board to discuss the need to approve Trimax to replace Programmable Logic Controller CPU and Input /Output modules PLC 600 and PLC 460 related to the PLC and SCADA System.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3.2: Increase use of technology to lower costs and improve reliability.

Fiscal Impact

This expense is included in the adopted Fiscal Year 2022-23 Capital Improvement budget.

Background

Trimax is the sole SCADA integrator for the District. Trimax has upgraded various equipment controls and added programming to the PLC and SCADA system that have improved the performance of the plant process.

PLC 600, located at the Hypochlorite Building, and PLC 460, located at the Pond Aeration Building, were both installed in 2006. Some components have been replaced due to failure. The replacement parts have a long delivery time due to supply chain issues and electronics shortages. Staff recommends replacing PLC 600 and PLC 460 for operational continuity.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Trimax to upgrade PLC 600 and PLC 460 relating to the

network and SCADA system in an amount not to exceed \$102,975 (including tax and delivery).

Attachments

Attachment A: Trimax Sales Quotation PLC 600

Attachment B: Trimax Sales Quotation PLC 460

Attachment C: Single/Sole Source Justification

SALES QUOTATION

To: Valley Sanitary District
Attn: Tino Tijerina
RE: Indio PLC 600 Upgrade

Quote Date: 09/22/2022
Quote No.: E-13282
Bid Date: 09/22/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

SCOPE OF SERVICES

Item	Qty	Description
1	Lot	Onsite Product Reconfiguration of existing PLC 600 Control Panel: <ul style="list-style-type: none"> • New Trimax-Supplied Items <ul style="list-style-type: none"> ○ All part existing to remain except the following PLC parts ○ CPU replaced with 5069-L320ER ○ All I/O modules replaced with 5069 modules to match existing counts ○ 24VDC Power Supply ○ Phoenix Contact Panel PC 21.5"
2	Lot	Professional Services <ul style="list-style-type: none"> • Engineering • Field modifications of CPU & I/O modules to be by Trimax • PLC Programming • Product Startup Services – product quality review, verification of product installation, product programming, product function checks, and product startup
		TOTAL (including applicable sales tax):
		\$62,830.00

CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Software Licenses
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.

- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Antenna tower and/or mast
- Stilling wells
- Spare Parts
- Demolition and Salvage
- Seismic Calculations
- Raceway Systems Drawings
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

PROVISIONS

- Quote is firm for 60 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (714) 255-8590 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY

SALES QUOTATION

To: Valley Sanitary District
Attn: Tino Tijerina
RE: Indio PLC 460 Upgrade

Quote Date: 9/22/2022
Quote No.: E-13122
Bid Date: 9/22/2022

Thank you for your continued interest in Trimax products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the below scope are quoted.

SCOPE OF SERVICES

Item	Qty	Description
1	Lot	PLC 460 Control Panel: <ul style="list-style-type: none"> All part existing to remain except the following PLC parts CPU replaced with 5069-L320ERP All I/O modules replaced with 5069 modules to match existing counts
2	Lot	Professional Services <ul style="list-style-type: none"> Engineering Field modifications of CPU & I/O modules to be by Trimax PLC Programming Product Startup Services – product quality review, verification of product installation, product programming, product function checks, and product startup
		TOTAL (including applicable sales tax):
		\$40,145.00

CLARIFICATIONS

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Trimax is not responsible for calibrating equipment or instrumentation provided by district or other vendors, even if mentioned in the specifications or addenda referenced above.
- Trimax is not responsible to verify the correctness of installation of all instruments, verify that the proper type, size, and number of control wires with their conduits are provided and verify that proper electric power circuits provided for all components and systems.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Software Licenses
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.

- Local control stations and/or field mounted disconnects.
- Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
- Antenna tower and/or mast
- Stilling wells
- Spare Parts
- Demolition and Salvage
- Seismic Calculations
- Raceway Systems Drawings
- Fiber optic patch panels, cable, splicing or terminations.
- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by Trimax.
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by Trimax.

PROVISIONS

- Quote is firm for 60 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full worker's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Kathy Sexton

TRIMAX, A TESCO CONTROLS COMPANY



Single/Sole Source Justification Form

Use for all purchases of \$10,000 or more for Goods/Equipment, \$5,000 or more for Services, \$15,000 or more for Public Works/Facilities when the lowest bid has not been selected or where competition may not be feasible due to the single source/sole source nature of a commodity or a particular specification

Brief Description of Purchase: PLC 600 and PLC 460

Selected Vendor: TriMax Inc.

Check boxes as appropriate:

(Section I) Source Justification

Part A

Award to SINGLE SOURCE (check one)

- Reorder based on previous bid or analysis (within one year). Send copy of previous quote.
Supply previous purchase order number _____ PO Date _____
- Repair service parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.
- Compatibility of equipment or supplies required. Lit equipment with which purchase will be used: Model Number _____ Serial Number _____
- Upgrade to existing software. Available only from the producer of this software who sells on direct basis only.
- Used or demonstration equipment available at lower-than-new-cost. (Provide a copy of quote showing used vs. new Pricing.)
- Other (Explain in Section III)

Part B

Award to SOLE SOURCE (Check box below)

- Only known source in the world. (Explain technical or other reasons why similar or like items are not available for cost/price analysis in Section III)

(Section II) ESTABLISHMENT OF PRICE REASONABLNESS

Analysis of offer and/or offers has determined that the price proposed is determined to be fair, reasonable and in the best interest of the District based on the following:

- Price obtained was from a catalog or standard price list regularly maintained by the vendor covering standard commercial products sold . (Attach copy of vendor's price list.)
- Price obtained includes a discount from current list prices. (Attach copy of quote showing list price and net price paid.)
- Other. (Explain Below.)

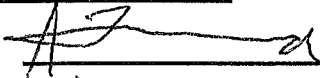
(SECTION III) EXPLANATION

(Use additional sheet if needed)

TriMax Inc. is the SCADA installation and programmer for Valley Sanitary District. We have used Trimax since 2006 as a sole source vendor so that all material and programming is uniformed.

(SECTION IV) AUTHORIZATION/APPROVALS

Department Maintenance Requisition/Order Number _____

Department Head Signature 

Printed Name Timotiserina

General Manager's Signature _____ Date _____



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Authorize the General Manager to Negotiate and Execute a Sewer Service Agreement Between the District and the Cabazon Band of Cahuilla Indians

Executive Summary

The purpose of this report is to discuss the need for a new service agreement.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Goal 6: Improve Planning, Administration and Governance.

Fiscal Impact

The estimated annual revenue from providing these services is \$155,000.

Background

The original sewer service agreement (Attachment B) between the Valley Sanitary District and the Cabazon Band of Mission Indians (Tribe) was executed on September 10, 1985, and expired on June 30, 1995. While the District has continued to provide sewer service to the Tribe since that time. The Tribe has subsequently changed its name to the Cabazon Band of Cahuilla Indians.

The District adopted a new rate structure and methodology as of July 1, 2021 (Attachment C). As part of the new methodology, the calculation for all connections was changed from a flat rate to a combination of fixed service charge and volumetric charge. The impact on the Tribe was notable, primarily due to the volumetric component of the rate calculation. The new agreement reflects the change in calculation methodology while providing for the District to modify the calculation methodology as needed during the term of the Agreement.

Staff has had numerous discussions with the Tribe about the volumetric calculation and has recommended that the Tribe install flow meters in the lateral connections to the District's system. The flow from the meters could then be used to calculate the volumetric flow for the rates instead of the water meter data currently used. If the Tribe

installs flow meters, the District will use that information to calculate future service charges instead of the current water meter data.

Recommendation

Staff recommends that the Board authorize the General Manager to negotiate and execute a sewer service agreement between the District and the Cabazon Band of Cahuilla Indians.

Attachments

- Attachment A: Sewer Service Agreement 2022
- Attachment B: Sewer Service Agreement 1985
- Attachment C: Proposition 218 Mailer from 2021

**SEWER SERVICE AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND
CABAZON BAND OF CAHUILLA INDIANS**

This Sewer Service Agreement (“Agreement”) is made as of _____, 2022, by and between the Valley Sanitary District, a public agency (“District”), and the Cabazon Band of Cahuilla Indians, a federally recognized Native American Tribe located near Riverside County, California (“Tribe”). District and Tribe are sometimes individually referred to as Party, or collectively as Parties, in this Agreement.

RECITALS

District is a governmental subdivision of the State of California, organized and existing under the provisions of Health and Safety Code Sections 6400 et seq.

Tribe is the owner and developer of real property consisting of approximately 200 acres situated outside of the District’s boundaries, but within District-approved sphere of influence, further described and depicted in Exhibit “A”, incorporated by reference (“Tribal Property”).

Tribal Property is Indian Reservation land, exempt from the levy of real property taxes.

District and Tribe entered into a Sewer Service Agreement dated September 10, 1985, providing sewer connections and service to portions of the Tribal Property.

District has been providing sewer services to Tribe since the 1980’s, and the Parties now wish to further formalize their arrangement and understanding by entering into this Agreement.

Tribe wishes to continue sewer connections and services for its facilities, as already constructed and to be constructed on Tribal Property, further described in Exhibit “B,” incorporated into this Agreement by reference (“Tribal Facilities”). Tribe will install, complete and maintain the sanitary sewer system at Tribe’s own expense, and in accordance with District’s regulations. District is willing to provide sanitary sewer service to the Tribal Facilities on the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. Sewer Service. Subject to all applicable ordinances, resolutions, operating rules, laws and regulations, and in exchange for the compensation provided under this Agreement, District shall accept, treat and dispose of the sewage generated by Tribal Facilities through existing connections into District’s collection and treatment facilities (“District Facilities”).

2. Construction and Maintenance. Tribe shall be solely responsible for the design, construction, installation, repair, maintenance and ownership of any new or existing facilities or infrastructure necessary for, or incident to, connection of all Tribal Facilities to District Facilities (“Tribal System”). Tribe shall be responsible for acquiring all permits required for Tribal System. Connection to District Facilities shall not be finally accepted until the Tribal System has been inspected and approved by District. Tribe shall ensure that all new and existing Tribal Systems comply with all applicable District regulations. District may refuse to connect a non-conforming Tribal System.

3. Charges.

3.1 Connection Charges. Tribe shall pay the District all applicable connection charges imposed by District for the connection of Tribal Facilities into District Facilities. Connection charges under this section will be invoiced at the time of connection and will be subject to the Districts rates at the time of the respective connection.

3.2 Service Charges. Tribe shall pay the District an annual sewer use fee based on both fixed and volumetric calculations. The annual sewer use fee will be assessed and billed as of July 1 each year.

The fixed calculation shall be based on the number of equivalent dwelling units (EDUs) assigned to the parcel multiplied by the fixed rate determined annually by District. At the time of this agreement, District assigned Tribe 284 Commercial – Low Strength EDUs and 36 Commercial – High Strength EDUs.

The volumetric calculation shall be based on Tribe water consumption, in hundred cubic feet (1 hcf = 748 gallons) increments, reported for Tribal Facilities from Indio Water Authority. The hcf units will be multiplied by the volumetric rate determined annually by District. The volumetric fee will be assessed based on water consumption for the prior year. At the time of this agreement, District calculated annual water consumption as 88,360 hcf.

At the time of this agreement, the annual fixed rate for Commercial – Low Strength is \$223.91 per EDU and Commercial – High Strength is \$682.22 per EDU. The volumetric rate for Commercial – Low Strength is \$0.99 per hcf. This calculates as a total annual sewer use fee of \$175,650.52.

Fixed Rate		Volumetric Rate	
Commercial – Low	Commercial – High	Commercial – Low	
284	36	88,360	
<u>x \$223.91</u>	<u>x \$682.88</u>	<u>x \$0.99</u>	
\$63,590.44	\$24,583.68	\$87,476.40	

For any discrepancy between the actual and expected number of volumetric units: any overpayment by Tribe will be applied to the following month’s fee

and any underpayment will be due to the District not later than 30 days after discovery of said discrepancy.

The District at its sole discretion may adjust the annual usage fee and EDUs in accordance with applicable policies, laws and regulations.

3.3 Payment. Annual charges shall be billed at a pro-rated monthly rate, or in any other manner as determined by District. The payment of any invoice received pursuant to this Agreement shall be due and payable 30 days after the date of invoice. Any late payments will incur an additional 10% late fee. Tribe's failure to furnish any payment within 60 days will be considered a material breach.

4. Term. This Agreement shall expire on December 31, 2032, unless otherwise terminated pursuant to the terms of this Agreement.

5. Termination. District may terminate this Agreement, with 10 days written notice to Tribe, and physically disconnect the Tribal Facilities from the District's Facilities for any material breach of this Agreement, including without limitation failure by Tribe to furnish timely payment of invoices under this Agreement. If District terminates this Agreement, reconnection to the District's facilities will be subject to approval of District's Board of Directors, at their sole discretion. Tribe hereby expressly waives any right to a hearing before District prior to or after termination of services under this Agreement.

6. Compliance with Applicable Law; Prohibited Discharge. Tribe will comply with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, State of California, County of Riverside, the City of Indio, District, and all sewer-related provisions of District's Rules and Regulations. Without limiting the generality or applicability of the foregoing, Tribe shall not discharge into the District's Facilities any waste oil, acid, storm water, ground water, or any other matter detrimental to District's Facilities or treatment processes, and shall otherwise comply with District requirements related to the District's Rules and Regulations.

Further, if Tribe makes or allows any such non-permitted discharge, District may perform repairs, mitigation, or maintenance work at the expense of Tribe, who shall pay for such repair, mitigation, or maintenance work.

7. Choice of Law. This Agreement shall be governed and construed under, and in accordance with, the laws of the State of California and applicable Federal Law. No tribal laws shall be applicable to the enforcement of this Agreement.

8. Modification. This Agreement may not be modified, amended, changed, or altered, except pursuant to a written agreement executed by both Parties.

9. Entire Agreement. This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement. This Agreement

constitutes the entire agreement between the Parties and supersedes all prior agreements, written or oral, as to the subject matter contained in this Agreement.

10. Indemnity. Tribe agrees and covenants to indemnify, defend and hold District and its officers, employees, contractors and agents (“Indemnitees”) harmless from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) (collectively, “Claims”) arising from or as a result of Tribe’s failure to comply with any provision of this Agreement, or occasioned wholly or in part by any act or omission of Tribe or Tribe’s officers, employees, contractors and agents arising out of or in connection with this Agreement, except to the extent caused by sole negligence or willful misconduct of District or its officers, employees, contractors and agents.

District shall have the right to engage its own attorneys in connection with any of the provisions of this section or any other provision of this Agreement, including, without limitation, any defense of District or intervention by District, notwithstanding any contrary provisions of the laws or court decisions of the state. Tribe’s obligations under this Section shall survive the expiration or termination of this Agreement.

11. Binding Effect and Assignment. This Agreement and all rights and duties hereunder shall be binding upon and inure to the benefit of all Parties, and their respective successors and assigns. No party may delegate a duty or assign or transfer a right arising out of this Agreement without prior written consent from the other Party.

12. Limited Waiver of Sovereign Immunity. The Tribe, through approval of this Agreement by its Tribal Council, hereby waives its sovereign immunity and treaty rights against suit, liability, judgment and collection with respect to the obligations and duties under (1) this Agreement and (2) the laws of the State of California and the laws of the United States to the extent either or both relates to the subject matter of the transaction contemplated by this Agreement; and Tribe hereby agrees to the exclusive jurisdiction of and venue in the Superior Court of California for the County of Riverside with respect to all such suit, liability, judgment and collection, except with respect to those suits, liabilities, judgments and collections subject to the exclusive jurisdiction of the United States for which Tribe hereby agrees to the exclusive jurisdiction of and venue in the United States District Court for the Central District of California or such other jurisdiction and venue where required by law.

13. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

14. Notice. Written notices shall be given by personal delivery or by registered or certified mail addressed and delivered to the addresses below. Notice shall be deemed effective upon actual receipt when personally delivered or four days after mailing when sent by registered or certified mail. All other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth in this section.

DISTRICT

Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201
Attn: General Manager

TRIBE

Cabazon Band of Cahuilla Indians
84245 Indio Springs Pkwy
Indio, CA 92203
Attn: Director of Tribal Affairs

Any Party may change its mailing address at any time by giving written notice of such change to the other Parties in the manner provided herein at least 10 days prior to the date such change is effective.

15. Construction. The provisions of this Agreement shall be construed with their fair meaning, and not for or against either party based upon any attribution to such party as the source of the language in question.

16. Scope of Agreement. Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by District to provide sewer service or any other type of service in the future to any territory outside its boundaries on the terms and conditions contained herein or on any terms and conditions whatsoever.

17. No Third-Party Beneficiaries. This Agreement is intended to benefit only the Parties hereto and no other person or entity has or shall acquire any rights hereunder. This Agreement does not create any third-party beneficiary rights.

18. Time is of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

19. Headings. All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

20. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or circumstance, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

21. Non-Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise of any other right, power or privilege hereunder.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which counterparts shall, for all purposes, be deemed an original and all of which counterparts, when taken together, shall constitute one and the same instrument.

**SIGNATURE PAGE FOR SEWER SERVICE AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND
CABAZON BAND OF CAHUILLA INDIANS**

In witness whereof, the Parties have executed this Agreement as of the date first written above.

VALLEY SANITARY DISTRICT

CABAZON BAND OF CAHUILLA INDIANS

By: _____
General Manager

By: _____
Director of Tribal Affairs

Printed Name: Beverli A. Marshall

Printed Name: Paul Slama

ATTESTED:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT "A"

Legal Description of Tribal Property

Beginning at the Southeast corner of Section 19, Township 5, Range 8 East, then westerly along the section line to the southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19 T5S R8E;

Then northerly along the quarter section line to the northwest corner of the NE $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 19 T5S R8E;

Then easterly along the quarter section line to the northeast corner of SE $\frac{1}{4}$ of Section 19 T5S R8E;

Then southerly along the eastern section line to the southeast corner of Section 19 T5S R8E, which is the point of beginning;

Excluding easements and rights-of-way for roads, canals, and storm channels.

EXHIBIT "B"

List of Tribal Facilities

Tribal Facilities consist of:

Bowling Alley
Casino
Hotel (including bars and restaurants)
Museum

There are three points of connection from Tribe Facilities to District Facilities described and depicted on the attached map, incorporated by reference.

REVISIONS	
DATE	REMARKS
	VSD Development Services



Fantasy Springs Sewer Layout

- Legend**
- Sewer Manholes
 - 4 inch
 - 6 inch
 - 8 inch
 - 10 inch
 - 12 inch
 - 15 inch
 - 18 inch
 - 21 inch
 - 24 inch
 - 27 inch
 - 30 inch
 - 36 inch
 - 42 inch
 - 48 inch
 - 54 inch



7K

7J

7

RESOLUTION NO. 705

A RESOLUTION OF THE BOARD OF DIRECTORS
OF VALLEY SANITARY DISTRICT
TO ENTER INTO SEWER SERVICE AGREEMENT


WHEREAS, District is a governmental subdivision of the State of California, organized and existing under the provisions of Health and Safety Code Sections 6400 et seq.; and

WHEREAS, the Cabazon Band of Mission Indians is the owner and developer of real property outside the District's boundaries but within its sphere of influence; and

WHEREAS, the Cabazon Band of Mission Indians does not wish to annex subject property to the District at this time but does wish to obtain sewer connections and service for a portion of its property;

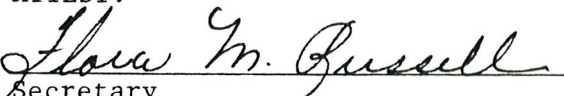
NOW, THEREFORE, the Directors of Valley Sanitary District do hereby RESOLVE to enter into a Sewer Service Agreement to provide such service under the terms and conditions of the Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Valley Sanitary District held this 10th day of September, 1985.



President

ATTEST:



Secretary

SEWER SERVICE AGREEMENT

THIS SEWER SERVICE AGREEMENT, is made and entered into, to be effective this 10 day of September, 1985, by and between:

VALLEY SANITARY DISTRICT, hereinafter referred to as "District";

AND

CABAZON BAND OF MISSION INDIANS, a Federally-recognized Indian tribe, hereinafter referred to as "Owner".

District and Owner are sometimes collectively referred to herein as "the Parties".

PREAMBLE

A. District is a governmental subdivision of the State of California, organized and existing under the provisions of Health and Safety Code Sections 6400 et seq.

B. Owner is the owner and developer of real property, consisting of approximately two hundred (200) acres situated outside the District boundaries, but within District-approved Sphere of Influence, more particularly described in Exhibit "A" and shown as outlined in red on Exhibit "B", both of which are attached hereto and incorporated herein by this reference ("Subject Property"). Notwithstanding that the Subject Property is outside of District's boundaries, it can readily be serviced by District facilities.

C. Subject Property is Indian Reservation land, exempt from the levy of real property taxes.

D. Owner does not wish to annex the Subject Property to District at this time, but does wish to obtain sewer connections and service for a portion of its property consisting of approximately seventy-five (75) acres ("Service Property"), and shown for reference in yellow on Exhibit "B". Presently existing in the Service Property is a Bingo Parlor, Casino, Community Building and Mobile Home. In addition, Owner is preparing to develop and construct a Recreational Vehicle Park on the Service Property.

E. In order to provide Owner with assurances that sewer service will be provided to a portion of the Service Property, the Parties desire to enter into this Agreement, setting forth the terms and conditions by which District will provide said service.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation of Preamble and Exhibits. All the recitals set forth in the Preamble, and all of the Exhibits referred to herein, are incorporated hereat and made a part of this Agreement by this reference.

Section 2: Provision of Sewer Service to Service Property. Subject to the ordinances, resolutions and operating rules of the District, and upon the filing of Owner's written application to District, District shall provide sewer service to a portion of the Service Property for development of a Recreational Vehicle Park and for the existing Bingo Parlor, Casino, Community Building and Mobile Home. District shall accept the additional sewage generated by development of the Service Property through existing connections into District's collector and trunk sewer

lines. District shall treat and dispose of the additional sewage generated by the Service Property at District's treatment facilities. In the event District fails or refuses to provide sewer service connections for the Recreational Vehicle Park, Owner shall have no obligation to connect the existing Bingo Parlor, Casino and miscellaneous uses, and may declare this Agreement terminated.

Section 3: Charges.

A. District's Connection Charges. Owner shall pay to District the connection charges imposed by District for the connection into the District's sewage collection and treatment facilities at the time that existing or proposed improvements within the Service Property are connected. It is recognized by the Parties that the proposed Recreational Vehicle Park will be developed in stages and that connection charges for said Park shall be paid to the District as each stage is developed and connected. The amount of said charges shall be the rate then in effect by resolution of the Board of Directors of District.

B. Annual District Service Charge. In recognition of the fact that District will not receive any ad valorem property tax for certain properties within and without its jurisdiction, including the Service Property, District has adopted an annual user service charge for the purposes of defraying the expenses of operation and maintenance of sewer service for the Service Property.

Said annual charge shall be billed monthly or in any other manner as determined by District. The full sum billed to

Owner shall be due and payable thirty (30) days after date of invoice. In the event of non-payment when due, Owner agrees to pay an additional charge for administrative costs of rebilling equal to ten (10%) percent of the invoice.

In the event invoices for sewer services remain delinquent and unpaid for sixty (60) days, District has the right to terminate service and physically disconnect the subject property from the District's facilities. Owner shall receive written notice of its intent to terminate service from District ten (10) days prior to termination. Owner acknowledges and agrees that as a landowner outside the District, the provision of sewer services by District is not required and is an accommodation by District for the benefit of Owner. In consideration thereof, Owner expressly waives any right to a hearing before District prior to or after termination of service. In the event service is terminated, no reconnection to the District's facilities will be granted, in the absence of approval of District's Board of Directors.

Section 4: The fees provided for herein are based upon Owner developing a Recreational Vehicle Park, together with owning and operating a presently-existing Bingo Parlor and Casino on the Service Property. In the event additional residential or commercial units are constructed, requiring connection to the District's system, Owner shall pay to District the charges then in effect, for each dwelling unit and each commercial unit. Said charges shall be on the basis of acreage or connection or any other basis established by resolution or order of the Board of Directors.

Section 5: Consent to Annexation. Owner hereby agrees that it will not protest or file an objection to any future annexation proceedings for annexation of the Subject Property which may be initiated by District; provided, however, that the terms and conditions of any such future annexation proceedings shall be substantially the same as the terms and conditions of this Agreement. No additional fees, other than those contemplated by this Agreement, shall be assessed against Owner pursuant to any future annexation initiated by District or a future district.

Section 6: Discharge Requirements. Owner agrees to comply with all provisions of District's Ordinances, Resolutions, Rules and Regulations relating to the quality of discharge of sewage to District's facilities. Failure to comply with the discharge requirements of District shall be grounds for the termination of this Agreement by District.

Section 7: Term. This Agreement shall expire June 30, 1995, unless sooner terminated by the mutual written consent of the Parties or by action of District in the event of default by Owner. This Agreement may be extended by the written consent of the Parties.

Section 8: Attorneys' Fees. If either party hereto institutes any proceeding in court to enforce any provisions hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party such amount as the court may award as reasonable attorneys' fees for services rendered to the prevailing party.

Section 9: Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, and shall be deemed received seventy-two (72) hours after deposited in the mail in the County of Riverside postage prepaid, addressed to the person to receive such notice, at the following addresses:

DISTRICT: Valley Sanitary District
45-500 Van Buren
Indio, Ca. 92201

With Copy To: Thomas L. Woodruff, Esq.
Rourke & Woodruff
1055 N. Main Street, Suite 1020
Santa Ana, Ca. 92701

OWNER: Cabazon Band of Mission Indians
84245 Indio Springs Drive
Indio, Ca. 92201

With Copy To: Glenn Feldman, Esq.
1815 H Street, N.W.
Suite 801
Washington, D.C. 20006

Notice of change of address shall be given by written notice in the manner detailed in this Section.

Section 10: Successors and Assigns: This Agreement and all rights and duties hereunder shall be binding upon and inure to the benefit of all Parties hereto, and their respective successors and assigns. No party may delegate a duty or assign or transfer a right arising out of this Agreement without prior

written notice to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

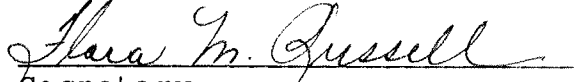
VALLEY SANITARY DISTRICT

By



President

ATTEST:



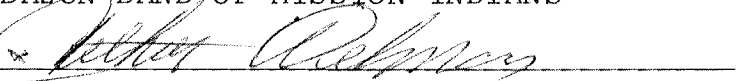
Secretary

APPROVED AS TO FORM:
THOMAS L. WOODRUFF,
DISTRICT COUNSEL

By _____

CABAZON BAND OF MISSION INDIANS

By



By _____

APPROVED AS TO FORM:



Glenn Feldman, Esq.

(TLW:pj:l6A)
09/05/85

DESCRIPTION OF CABAZON RESERVATION SUBJECT PROPERTY
REQUESTING CONTRACT SERVICE

Beginning at the Southeast corner of Section 19, Township 5, Range 8 East,
Then westerly along the section line to the southwest corner of the SE $\frac{1}{4}$
of the SW $\frac{1}{4}$ of Section 19 T5S R8E:
Then northerly along the quarter section line to the northwest corner
of the NE $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 19 T5S R8E;
Then easterly along the quarter section line to the northeast corner
of SE $\frac{1}{4}$ of Section 19 T5S R8E;
Then southerly along the eastern section line to the southeast corner
of Section 19 T5S R8E, which is the point of beginning;
Excluding easements and rights-of-way for roads, canals and storm channels.

Exhibit "A"

T.C.A. 708
703

S 1/2 SEC. 19, T 55., R. 8 E.

38

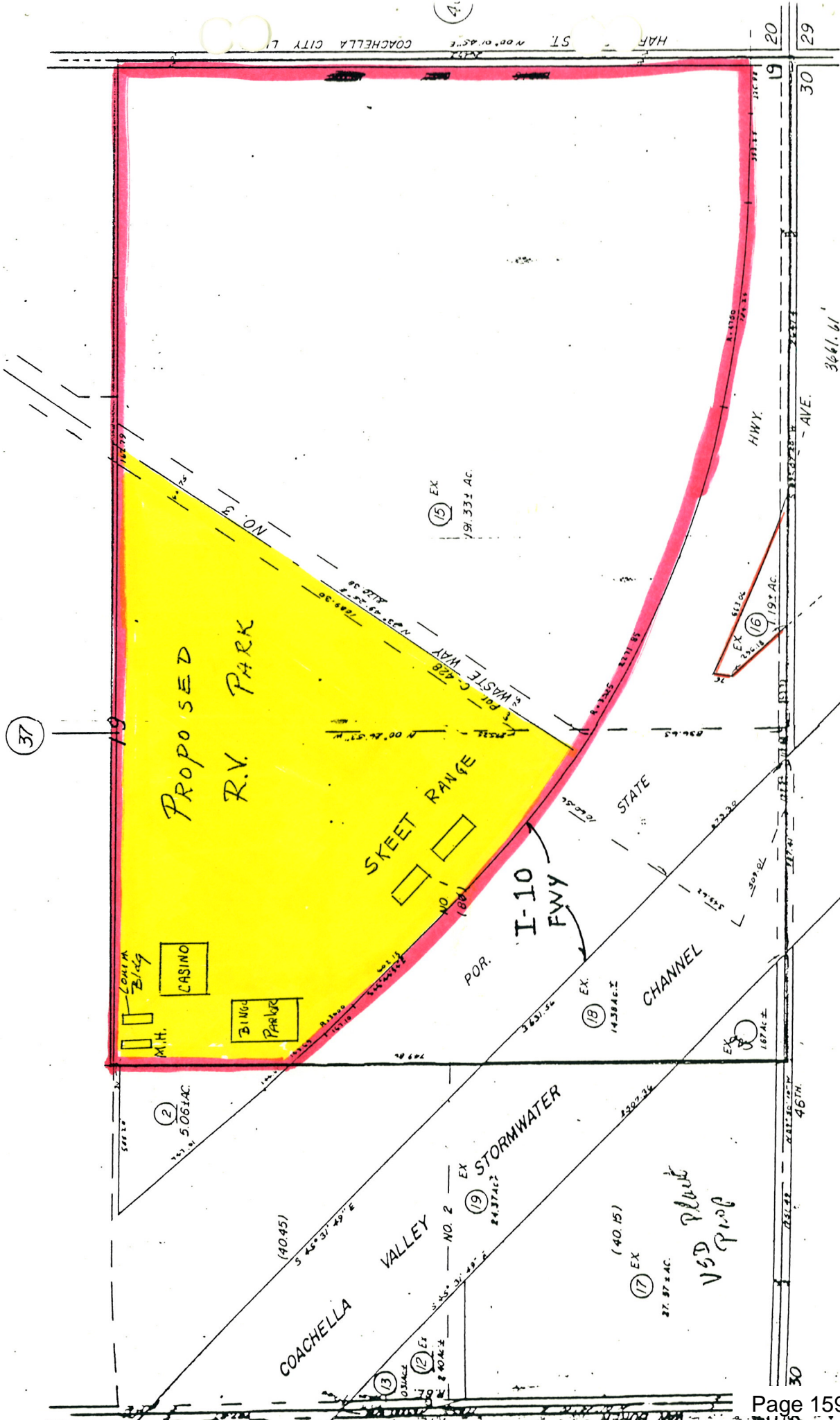


EXHIBIT "B"

BK. 603

60' Pds per Inst

Data: GLO

LAW OFFICES OF

Rourke & Woodruff

A PROFESSIONAL CORPORATION

SUITE 1020

CALIFORNIA FIRST BANK BUILDING

1055 NORTH MAIN STREET

SANTA ANA, CALIFORNIA 92701

TELEPHONE (714) 835-6212

JAMES G. ROURKE
THOMAS L. WOODRUFF
ALAN R. WATTS
KENNARD R. SMART, JR.
DANIEL K. SPRADLIN
LYDIA S. LEVIN
MARK T. WILLMAN
SUZANNE D. ATKINS
LOIS E. JEFFREY
THOMAS F. NIXON

TELECOPIER: (714) 835-7787
CABLE ADDRESS: RORWOOD
TELEX: 80-4294

MEMORANDUM

To: President and Members of
Board of Directors
Valley Sanitary District

From: General Counsel

Date: September 5, 1985

Re: Proposed Service Agreement--Cabazon
Band of Indians

For the past several months, we have been discussing the proposed connection of approximately 75 acres of land at the Cabazon Band Reservation, to the District's sewerage facilities. At the present time, none of the facilities are connected, and a request has been made by them to receive service from the District. Under the terms of the Agreement, the sewer lines would be extended out to the Cabazon property, and immediate connection would be made for the existing casino, bingo parlor, community building and one mobile home. They are presently planning to develop a recreational vehicle park, and the Agreement further provides that service would be made to those, as well. They will pay the standard connection fees and sewer service fees to the District for all facilities discharging to the District.

The connection fees will be paid immediately upon connection for the bingo parlor, casino, mobile home and community building, and will be made incrementally as each phase of the recreational vehicle park develops. The fees that will be due will be those then in effect at the time of payment.

The terms of the agreement are essentially as recommended to you by the Manager a few months ago, and it is recommended that the Agreement be approved by your Board.



Thomas L. Woodruff
General Counsel

TLW:pj(27)

cc: Mrs. F. Russell ✓
Glenn Feldman, Esq.

LAW OFFICES OF

Rourke & Woodruff

A PROFESSIONAL CORPORATION

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1055 NORTH MAIN STREET

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The connection fees will be paid immediately upon connection for the bingo parlor, casino, mobile home and community building, and will be made incrementally as each phase of the recreational vehicle park develops. The fees that will be due will be those then in effect at the time of payment.

The terms of the agreement are essentially as recommended to you by the Manager a few months ago, and it is recommended that the Agreement be approved by your Board.

Thomas L. Woodruff
Thomas L. Woodruff
General Counsel

TLW:pj(27)

cc: Mrs. F. Russell
Glenn Feldman, Esq.

LAW OFFICES OF

Rourke & Woodruff

A PROFESSIONAL CORPORATION

SUITE 1020

CALIFORNIA FIRST BANK BUILDING

1055 NORTH MAIN STREET

SANTA ANA, CALIFORNIA 92701

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THOMAS F. NIXON

TELECOPIER: (714) 835-7787

CABLE ADDRESS: RORWOOD

TELEX: 80-4294

September 5, 1985

Glenn Feldman, Esq.
1815 H Street, N.W., Suite 801
Washington, D.C. 20006

Re: Valley Sanitary District--Agreement
with Cabazon Indian Band


Dear Glenn:

I have revised the Agreement in accordance with our latest discussion of September 4, 1985. The matter has been referred to the Board of Directors for action at their meeting of September 10, 1985, with a recommendation of the Manager and myself for approval. I see no reason why it will not be acted upon favorably, and if executed by your clients prior to that date, the Agreement will be into effect immediately thereafter.

I appreciate your thoughts and comments in the drafts of the Agreement, and if you have any other questions, please give me a call.

Very truly yours,

ROURKE & WOODRUFF


Thomas L. Woodruff
General Counsel

TLW:pj(15)

cc: Mrs. F. Russell ✓

Cabazon Band Of Mission Indians

84-245 Indio Springs Drive
Indio, Ca. 92201

RESOLUTION #9-10-1

RE: APPROVAL OF CONTRACT FOR SEWER WITH VALLEY SANITARY DISTRICT.

WHEREAS: the Cabazon Band of Mission Indians is a federally recognized Band by the U.S. Department of the Interior, and

WHEREAS: the Cabazon Band finds it advantageous to enter into a service contract with Valley Sanitary District to hook up existing and future structures to the Sewer District; and

WHEREAS: the Cabazon Band and its attorney, Glenn Feldman, have carefully reviewed the attached contract and find it beneficial to the Cabazon Band;

NOW THEREFORE BE IT RESOLVED, that the Cabazon Band of Mission Indians approves the attached contract with Valley Sanitary District for sewer services.

BE IT FURTHER RESOLVED THAT Arthur Welmas, Tribal Chairman is authorized to sign the Sewer Contract for the Cabazon band of Mission Indians.

CERTIFICATION

BE IT RESOLVED THAT at a duly called Tribal Business Committee meeting held on SEPTEMBER 10, 1985, a quorum was present to conduct business on behalf of the Cabazon Tribal Council under the General Council of the Cabazon Band of Mission Indians by Resolution providing authorization of authority to the Cabazon Business Committee to take any and all action the General Council could take. A vote was cast as follows: 3 for, 0 against, 0 abstaining.



Arthur Welmas, Tribal Chairman

John James, Secretary-Treasurer



Brenda James, 1st ViceChairman
Montez

Charles Welmas, 2nd ViceChairman



Elisa Welmas
Liason to the General Council

Cabazon Band Of Mission Indians
84-245 Indio Springs Drive
Indio, Ca. 92201

RESOLUTION

RE: ENDORSEMENT OF SERVICE CONTRACT APPROACH-SEWER.

WHEREAS: the Cabazon Band of Mission Indians is a federally recognized Band by the U.S. Department of the Interior, and

WHEREAS: the Cabazon Band finds it advantageous to pursue a service contract with Valley Sanitary District to hook up existing and future structures to the Sewer District; and

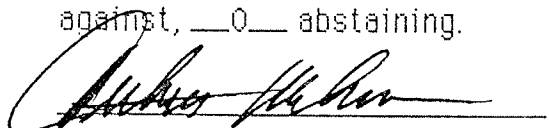
WHEREAS: the proposed 42 acre RV park development needs this sewer contract to be a reality, and as the Board of Directors of Valley Sanitary District wish to provide service by a Service Contract, not by Annexation

NOW THEREFORE BE IT RESOLVED, that the Cabazon Band of Mission Indians wishes to enter into a service contract with the Valley Sanitary District for the purpose of providing sewer facilities to the Reservation; and

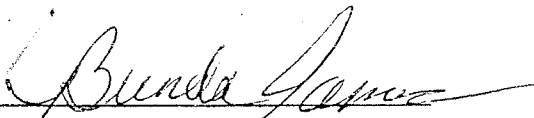
BE IT FURTHER RESOLVED THAT Tribal Attorney, Glenn Feldman is instructed to draft a proposed Service Contract with the Sanitary District.

CERTIFICATION

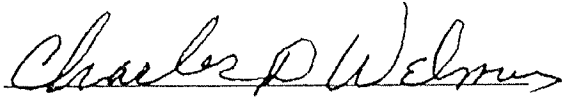
BE IT RESOLVED THAT at a duly called Tribal Business Committee meeting held on March 7th, 1985, a quorum was present to conduct business on behalf of the Cabazon Tribal Council under the General Council of the Cabazon Band of Mission Indians by Resolution providing authorization of authority to the Cabazon Business Committee to take any and all action the General Council could take. A vote was cast as follows 4 for, 0 against, 0 abstaining.


Arthur Welmas, Tribal Chairman


John James, Secretary-Treasurer



Brenda James, 1st ViceChairman



Charles Welmas, 2nd ViceChairman

DIRECTORS

K. E. STRICKLAND
President

HUGH H. MOORE

CLIFFORD GASS

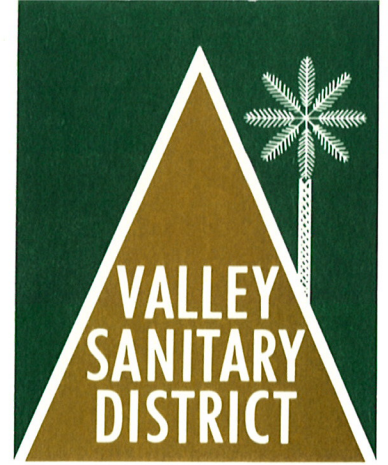
GAY O. SMITH

MARTY WALTON

FLORA M. RUSSELL
General Manager
Secretary-Treasurer

DOUGLAS D. DRURY, Ph.D., P.E.
Engineering/Operations Manager

ROURKE & WOODRUFF
General Counsel



CABAZON BAND OF MISSION INDIANS

CONNECTION FEES:

BINGO PARLOR	3 @ \$1000 =	\$3000.00
SWAP MEET RESTROOMS	1 @ \$1000 =	\$1000.00
CASINO	3 @ \$1000 =	<u>\$3000.00</u>
TOTAL	=	\$7000.00

Paid 9/19/95: Bingo Parlor - \$3000 in full
 Swap Meet - \$1000 in full
 Casino - \$1000 (1/3)

Due: September 26, 1985 - Casino: \$1000 (1/3)
 October 3, 1985 - Casino: \$1000 (1/3)

As agreed to by John Nichols:



Proposed Annual Sewer Rate Schedule Starting July 1, 2021 through June 30, 2026

Annual Sewer Rate Schedule Programa Annual de Tarifas de Alcantarillado	Current Ahora	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Fixed Service Charge (Cargo Por Servicio Fijo)						
	Per EDU	Rates per EDU (Tarifas por EDU)				
Single Family (Unifamiliar)	\$330.00	\$ 342.72	\$ 385.56	\$ 433.76	\$ 487.98	\$ 497.74
Multi-Family (Multifamilia)	\$330.00	\$ 150.00	\$ 168.75	\$ 189.84	\$ 213.57	\$ 217.84
Mobile Home (Casas Moviles)	\$330.00	\$ 181.28	\$ 203.94	\$ 229.43	\$ 258.11	\$ 263.27
RV Park (Parque RV)	\$330.00	\$ 141.25	\$ 158.91	\$ 178.77	\$ 201.12	\$ 205.14
	Per EDU	Rates per Account (Tarifas por Cuenta)				
Commercial-Low/Med Strength (Baja Resistencia)	\$330.00	\$ 199.03	\$ 223.91	\$ 251.90	\$ 283.39	\$ 289.06
Commercial-High Strength (Alta Resistencia)	\$330.00	\$ 607.00	\$ 682.88	\$ 768.24	\$ 864.27	\$ 881.56
Volumetric Rate (Tasa Volumetrica)						
		\$ per hcf average winter water consumption (\$ por hcf consumo medio de agua en invierno)				
Single Family (Unifamiliar)	-	\$ 0.98	\$ 1.10	\$ 1.24	\$ 1.40	\$ 1.43
Multi-Family (Multifamilia)	-	\$ 0.98	\$ 1.10	\$ 1.24	\$ 1.40	\$ 1.43
Mobile Home (Casas Moviles)	-	\$ 0.98	\$ 1.10	\$ 1.24	\$ 1.40	\$ 1.43
		\$/hcf annualized water consumption (\$/hcf del consume de agua anualizado)				
RV Park (Parque RV)	-	\$ 1.10	\$ 1.23	\$ 1.38	\$ 1.55	\$ 1.58
Commercial-Low/Med Strength (Baja Resistencia)	-	\$ 0.88	\$ 0.99	\$ 1.11	\$ 1.25	\$ 1.28
Commercial-High Strength (Alta Resistencia)	-	\$ 2.00	\$ 2.25	\$ 2.53	\$ 2.85	\$ 2.91

1 Unit (1hcf) = 748 gallons of water

Why the rate increase? ~ ¿Por qué la tarifa aumenta?

Based on the results of an independent sewer rate study, the rates need to be increased to: (1) maintain operational and financial stability; (2) comply with State and Federal regulations; (3) fund capital improvement projects to repair and update the District's collection and treatment infrastructure and equipment; and (4) constructing a recycled water system for indirect reuse to replenish the Coachella Valley aquifer.

Basado en los resultados de un estudio de tarifas de alcantarillado independiente, las tarifas deben aumentarse para: (1) mantener la estabilidad operativa y financiera; (2) cumplir con las regulaciones estatales y federales; (3) financiar proyectos de mejora de capital para reparar y actualizar la infraestructura y el equipo de recolección y tratamiento del Distrito; y (4) la construcción de un sistema de agua reciclada para reutilización indirecta para reponer el acuífero del Valle de Coachella.



How are the rates determined? ~ Cómo se determinan las tarifas?

Wastewater rates include both fixed and volumetric charges. Approximately 70% of wastewater collection and treatment costs are fixed and include operation and maintenance of the collection system and treatment plant as well as the capital improvements needed to maintain these systems and meet permit requirements.

Single-Family, Multi-Family, and Time Share units are charged based on equivalent dwelling units, while Mobile Home and RV Parks are charged based on the number of lots.

The revenue requirement for each customer class is determined by multiplying the total revenue requirements by allocation factors specific to each customer class, including the estimated effluent volume, effluent strength, and the total number of accounts.

Effluent strength is measured by two factors: biochemical oxygen demand and total suspended solids. While residential customers are assumed to have “normal” strength effluent, commercial customers are assigned to either low/medium-strength or high-strength categories. High-strength commercial customers, who have higher treatment plant costs, have correspondingly higher charges.

Volumetric charges for Single-Family, Multi-Family, and Mobile Home customers are calculated based on each customer’s *average winter water consumption* based on the lowest three months of water use. For RV parks and non-residential customers, the volumetric charge will be based on *annual water consumption*. That volume is then multiplied by the volumetric rate for each customer class.

A copy of the rate study is available at the District office and on the District’s website at www.valley-sanitary.org.

Las tarifas de aguas residuales incluyen cargos fijos y volumétricos. Aproximadamente el 70% de los costos de recolección y tratamiento de aguas residuales son fijos e incluyen la operación y mantenimiento del sistema de recolección y la planta de tratamiento, así como las mejoras de capital necesarias para mantener el sistemas y cumplir con los requisitos de los permiso.

Las unidades unifamiliares, multifamiliares y de tiempo compartido se cobran en función de las unidades de vivienda equivalentes, mientras que los parques de casas móviles y parques RV se cobran según la cantidad de lotes.

El requisito de ingresos para cada clase de cliente se determina multiplicando los requisitos de ingresos totales por factores de asignación específicos para cada clase de cliente, incluido el volumen de efluente estimado, la fuerza del efluente y el número total de cuentas.

La fuerza del efluente se mide por dos factores: la demanda bioquímica de oxígeno y el total de sólidos en suspensión. Si bien se supone que los clientes residenciales tienen efluentes de intensidad “normal”, los clientes comerciales se asignan a categorías de intensidad baja / media o alta. Los clientes comerciales de gran fuerza, que tienen costos de planta de tratamiento más altos, tienen tarifas correspondientemente más altas.

Los cargos volumétricos para los clientes de casas unifamiliares, multifamiliares y casas móviles se calculan en función del consumo promedio de agua en invierno de cada cliente en función de los tres meses más bajos de uso de agua. Para los parques RV y los clientes no residenciales, el cargo volumétrico se basará en el consumo anual de agua. Luego, ese volumen se multiplica por la tasa volumétrica para cada clase de cliente.

Una copia del studio está disponible en la oficina del Distrito y en el sitio web del Distrito www.valley-sanitary.org.



Voice Your Opinion ~ Expresar tu Opinión

The property owner of record or tenant may submit to the District a written protest on the proposed rate increase, which must be received at or before the time set for the public hearing.

Protests should contain the following information: (1) a description of the property (assessor's parcel #); (2) if you are the property owner of record or tenant; and (3) the parcel owner's or tenant's signature. Only one written protest per parcel will be counted.

The Board will consider all protests. If the protests represent a majority of parcels, the Board will not impose the increase. If there is no majority protest, the Board may vote to adopt the proposed rates.

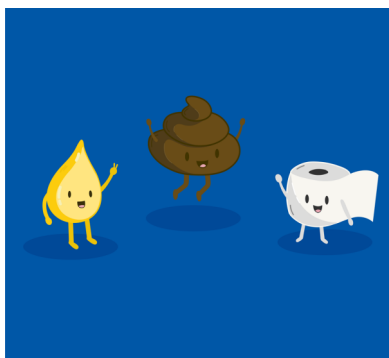
Mail or deliver written protests to: Board of Directors, Valley Sanitary District, 45-500 Van Buren Street, Indio, CA 92201.

El dueño de la propiedad registrado o el inquilino puede presentar al Distrito una protesta por escrito sobre el aumento de tarifa propuesta, que debe recibirse antes de la hora establecida para la audiencia pública.

Las protestas deben contener la siguiente información: (1) una descripción de la propiedad (número de parcela del tasador); (2) si usted es el propietario registrado o el inquilino; y (3) la firma del propietario o inquilino de la parcela. Solo se contará una protesta por escrito por paquete.

La Junta considerará todas las protestas. Si las protestas representan la mayoría de las parcelas, la Junta no impondrá el aumento. Si no hay una protesta mayoritaria, la Junta puede votar para adoptar las tarifas propuestas.

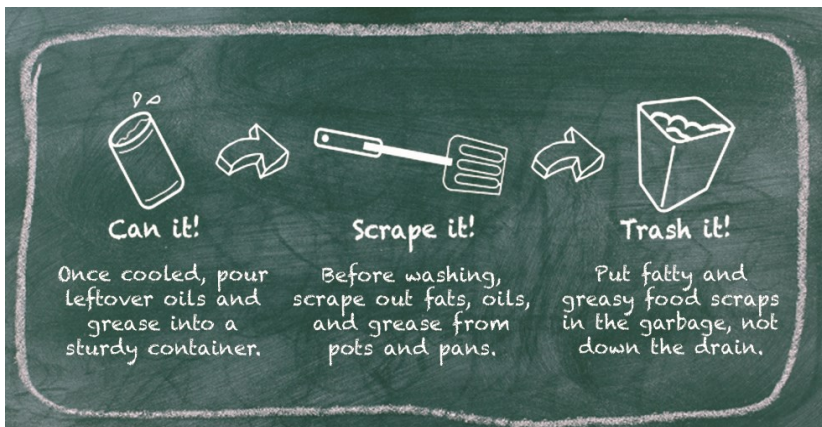
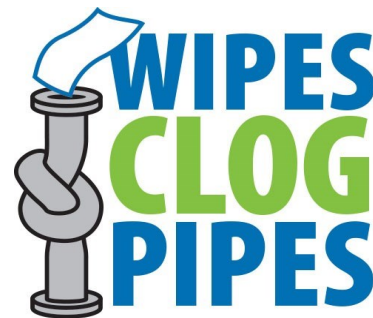
Envíe por correo o entregue protestas por escrito a: Board of Directors, Valley Sanitary District, 45-500 Van Buren Street, Indio, CA 92201.



Flush only the three P's — pee, poop, and (toilet) paper.

Lave solo las tres P: pipí, popo y papel (higiénico).

Toallitas desechables obstruyen las tuberías.



Vierta grasa enfriada en una lata. Quite la grasa antes de lavar los platos. Ponga los restos de comida en la basura.

Valley Sanitary District
45-500 Van Buren Street
Indio, CA 92201

Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Visit our website:

www.valley-sanitary.org

Follow us on Facebook:

www.facebook.com/Valley-Sanitary-District-556532824874362



**Notice of Public Hearing
Proposed Changes to
Sewer Use Rates**

Date: May 11, 2021

Time: 1:00 P.M.

Location:

Valley Sanitary District
45-500 Van Buren St
Indio, CA 92201

All members of the public
are welcome to participate in
the public hearing.

For more information,
please call 760-238-5400.

**Aviso de Audiencia Pública
Cambios Propuestos a
las Tarifas de Uso de
Alcantarillado**

Date: May 11, 2021

Time: 1:00 P.M.

Location:

Valley Sanitary District
45-500 Van Buren St
Indio, CA 92201

Todos los miembros del
público pueden
participar en la
audiencia pública.

Para obtener más
información, llame al
760-238-5400.



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Approve the Third Amendment to the Employment Agreement with Beverli A. Marshall, General Manager, Increasing the General Manager's Salary to Reflect the Cost-of-Living Adjustment Pursuant to Section 3 of the Agreement

Executive Summary

The purpose of this report is to discuss the proposed amendment to the General Manager's contract.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 1: Fully staffed with a highly trained and motivated team.

Fiscal Impact

The cost-of-living adjustment is an annual increase of \$12,558 and is included in the adopted Comprehensive Budget for Fiscal Year 2022-23.

Background

The Riverside-San Bernardino-Ontario, CA CPI-U Index was at 8.5% as of January 2022 and 9.9% as of March 2022. At its meeting on May 24, 2022, the Board adopted Resolution No. 2022-1163, which included a cost-of-living adjustment of 5% for all District employees effective July 1, 2022. The employment agreement with the General Manager includes language providing a cost-of-living adjustment that is the same as provided to all employees of the District.

Per California Government Code § 54956(b), the Board cannot adjust the General Manager's salary, salary schedule, or benefits unless it is done at a regular meeting of the Board. In addition, California Government Code § 54953(c)(3) requires that an oral report summarizing the proposed action must be made at the same meeting as the action taken.

Furthermore, CalPERS published a regulation on August 19, 2011, that requires all compensation earnable and reportable for "determination of the member's retirement

allowance” to be “duly approved and adopted by the employer’s governing body pursuant to meeting laws.”

The language included in this third amendment reflects the new biweekly pay rate of \$10,140, which is 5% higher than the General Manager’s current pay rate of \$9,657. The effective date of the amendment is July 1, 2022, to coincide with the COLA provided to all other District employees.

Recommendation

Staff recommends that the Board approve the third amendment to the employment agreement.

Attachments

Attachment A: Third Amendment to Employment Agreement between VSD and Beverli A. Marshall, General Manager

**EMPLOYMENT AGREEMENT FOR GENERAL MANAGER OF
VALLEY SANITARY DISTRICT**

The Third Amendment (“Third Amendment”) to Employment Agreement between the VALLEY SANITARY DISTRICT (“District”) and BEVERLI A. MARSHALL (“Employee”) is entered into on the 27th day of September 2022.

The parties to this Third Amendment agree to the following change to the Agreement:

Section 3 entitled “Salary and Benefits”, subsection A entitled “Salary” is hereby amended to reflect the new salary rate of Ten Thousand One Hundred Forty Dollars and No Cents (\$10,140) bi-weekly, which shall be payable in installments at the same time as other employees of the District are paid, pursuant to the procedures regularly established, and as they may be amended by the District.

The District and the Employee have duly executed this Third Amendment to be effective as of July 1, 2022.

VALLEY SANITARY DISTRICT

BEVERLI A. MARSHALL

By: _____
President, Board of Directors

By: _____
General Manager



**Valley Sanitary District
Board of Directors Meeting
September 27, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Adopting Resolution 2022-1171 Amending Employee Wage Schedule Effective July 1, 2022, and Rescinding Resolution 2022-1163

Executive Summary

The purpose of this report is for the Board to discuss amendments to the bi-weekly wage schedule and employee benefits.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Goal 1: Fully Staffed with a Highly Trained and Motivated Team.

Fiscal Impact

The fiscal impact of the recommendations is within the established authority of the adopted Comprehensive Budget for Fiscal Year 2022-23.

Background

At the May 24, 2022, meeting, the Board of Directors adopted Resolution 2022-1163 amending the VSD Bi-Weekly Wage Schedule to reflect a cost-of-living adjustment (COLA) of 5% as well as various special compensation and benefits for District employees effective July 1, 2022.

The Employment Agreement between VSD and the General Manager includes a COLA that is the same as approved for employees. The amended Wage Schedule reflects this salary adjustment.

In addition to amending the Wage Schedule, Resolution No. 2022-1171 officially changes the lateral certification incentive pay as determined by the Board at its August 30, 2022, meeting.

Recommendation

Staff recommends that the Board adopt Resolution No. 2022-1171 amending the Bi-Weekly Wage Schedule effective July 1, 2022, and rescinding Resolution No. 2022-1163.

Attachments

Attachment A: Resolution No. 2022-1171

Attachment B: Amended Bi-Weekly Wage Schedule

RESOLUTION NO. 2022-1171
A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY
DISTRICT AMENDING EMPLOYEE WAGES & BENEFITS EFFECTIVE JULY 1, 2022,
AND RESCINDING RESOLUTION 2022-1163

The General Manager submitted to the Board of Directors a comprehensive budget for Fiscal Year 2022-23 that included employee wages and benefits; and,

The Board of Directors has considered the issues relating to employee wages and benefits from an economic viewpoint and has concluded that a Cost-of-Living Adjustment (COLA) adjustment is warranted.

The Board of Directors of Valley Sanitary District resolves:

1. The Wage Schedule attached to this Resolution as Exhibit 1 replaces the Wage Schedules adopted on May 24, 2022.
2. Retirement Plan: The District participates in the California Public Employees Retirement Plan (CalPERS). The plan for "Classic" employees is 2.5%@55 and the plan for "New Members" (PEPRA) is 2.0%@62.
3. Employer Contribution to CalPERS: The District will contribute to CalPERS the established employer contribution rate of 12.400% toward retirement of all "Classic" employees enrolled in the Tier 1 Retirement Plan and 7.760% for all "PEPRA" employees enrolled in the Tier 2 Retirement Plan.
4. Employee Contribution to CalPERS: Employees will contribute the employee contribution rate of 7.960% for all "Classic" employees enrolled in the Tier 1 Retirement Plan and 7.250% for all "PEPRA" employees enrolled in the Tier 2 Retirement Plan.
5. Social Security and Medicare: In addition to participation in CalPERS, the District participates in Social Security and Medicare programs with the District and employees each responsible for their respective portion as mandated by the Social Security Administration.
6. Medical Plan Premiums: The District will contribute the required PEMHCA Minimum Employer Contribution to CalPERS on behalf of employees for enrollment in one of the available medical plans through CalPERS. The contribution amount for calendar year 2022 is \$149 per month. Effective January 1, 2023, the contribution amount will increase to \$151.
7. Cafeteria Plan: The District will contribute up to \$2,117 into the District's cafeteria plan toward medical, dental, and vision plan premiums. The cost of the premiums that exceed the District's contribution will be paid by the employee through payroll deduction. If an employee chooses medical, dental, and vision plans that are less than the District's contribution, the District will contribute only the actual premium cost.

8. **Cash-in-Lieu:** Employees who waive enrollment in one of the available medical plans, and who provide proof of enrollment in another qualifying medical plan, will receive a monthly stipend of \$450.

9. **Director’s Health Benefits:** Board members are offered a medical, vision, and dental stipend for the calendar year. The annual amount is set at the monthly PEMHCA rate established by CalPERS multiplied by 12 months.

10. **Longevity Pay:** Employees will receive an incentive to encourage longevity with the District upon completion of their 7th anniversary with the District. The initial amount will be \$100 per month. Each five-year anniversary following the first milestone will increase the premium by \$100. The premium, and each subsequent increase, will become effective the first day of the pay period following each longevity milestone anniversary.

11. **Standby Pay:** Employees assigned to standby will receive special assignment pay of \$43.00 per weekday and \$85.00 per Saturday, Sunday, and District observed holidays. The table below is used to determine call-back or call-back 2 pay:

TYPE	HOURS WORKED	HOURS PAID	RATE	TRAVEL TIME
Call-back	≤ 1 hour 29 minutes	Two-hour minimum	Hourly Rate	None
Call-back 2	≥ 1 hour 30 minutes	Actual time worked	Overtime Rate	30 Minutes

12. **Shift Differential:** Employees whose assigned shift includes Saturday or Sunday will receive special assignment pay of 5% of the base hourly pay rate for the hours worked on Saturday or Sunday. This differential will not be paid for hours worked on the other days of the employee’s shift.

13. **Uniforms:** Employees in specific job classifications are required to wear uniforms for health and safety. The District furnishes and launders the uniforms and reports the value to CalPERS as required.

14. **Safety Shoes:** Employees in specific job classifications that are required to wear safety shoes will be reimbursed up to \$250 each year for the purchase of appropriate footwear.

15. **Bi-Lingual Pay:** Employees assigned to be available to translate or interpret in the course of their work will receive special assignment pay of \$100 per month.

16. **Certification Incentive Pay:** Employees that achieve a certification that is required by their job classification but is at a grade higher than what is required, and no higher classification exists in the classification series, will receive an amount equivalent to 5% of their base hourly pay rate.

17. Lateral Certification Incentive Pay: Employees who obtain and maintain a certification that is **not** required by their classification and who have been receiving incentive pay of 5% of the employee’s base hourly pay rate for each type of certification that is approved and obtained. Effective September 1, 2022, employees approved for a new certification will receive an incentive of \$150 per month for each certification. No additional incentive will be given for higher certification levels.

18. Holidays: The District observes the following holidays. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Holiday Title	Holiday Date
New Year’s Day	January 1
MLK Jr. Birthday	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	4 th Thursday in November
Native American Heritage Day	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
New Year’s Eve	December 31

Employees will be paid for eight hours of time off on each holiday. Employees working alternative schedules (9/80) will be paid for eight hours of time off on each holiday and will be given the option for the remaining one or two hours to utilize Vacation or Administrative Leave or to work the one or two hours in the same pay period in which the holiday falls.

For employees assigned to the “Operator of the Day” shift, a 10-hour shift, will be paid an additional two hours (for a total of 10 hours per holiday), which is consistent with long-standing practice.

19. Vacation Leave: Employees accrue vacation leave based on years of service and may take this leave per District policy.

20. Sick Leave: Full-time employees accrue 12 sick days (96 hours) each year. Employees may cash out up to one-half of their sick leave balance each year or upon separation from the District, as allowed by District policy.

21. Management Leave: FLSA exempt employees receive 40 hours of Management Leave each calendar year. Unused hours are not carried over to the next calendar year.

22. Tuition Reimbursement: The District will reimburse employees for approved tuition and course materials up to \$1,000 per quarter, semester, or course, with a maximum reimbursement of \$3,000 per employee per fiscal year.

23. Life Insurance: The District will enroll employees in a life insurance plan at no cost to the employee. The plan coverage is equivalent to the employee's annual base wages, with a minimum of \$50,000, \$10,000 for their spouse, and \$5,000 per dependent child up to 26 years of age.

24. Short-Term Disability: The District participates in the State of California Short-Term Disability Plan. Employees are required to contribute to this plan through payroll deduction.

25. Long-Term Disability: The District participates in a long-term disability plan at no cost to employees.

26. Wellness Program: The District will reimburse employees once each fiscal year for enrollment in gym memberships, exercise and fitness classes, or fitness technology (Fitbit, Peleton, Mirror, etc.). The maximum reimbursement is \$420.

27. Deferred Compensation (457) Plan: Each employee at the District can voluntarily participate, at their own expense, in one of the deferred compensation plans offered by the District through payroll deduction. The District does not match employee contributions into these plans.

28. Except as noted, the effective date of these changes is July 1, 2022.

29. Resolution 2022-1163 is rescinded.

ADOPTED this 27th day of September 2022, by the following roll call vote.

AYES:

NAYES:

ABSENT:

ABSTAIN:

Scott Sear, President

ATTEST:

Dennis Coleman, Secretary/Treasurer



Valley Sanitary District

Wage Schedule, Effective July 1, 2022

Bi-Weekly Rate

Job Title	Steps						
	A	B	C	D	E	F	G
Accounting Technician	2,312	2,427	2,548	2,676	2,810	2,950	3,098
Accounting Analyst	2,933	3,080	3,234	3,395	3,565	3,743	3,931
Administrative Assistant	2,207	2,317	2,433	2,554	2,682	2,816	2,957
Assistant Engineer	3,253	3,416	3,587	3,766	3,954	4,152	4,360
Associate Engineer	3,635	3,816	4,007	4,207	4,418	4,639	4,870
Collection System Technician-in-Training	1,929	2,026	2,127	2,233	2,345	2,462	2,585
Collection System Technician I	2,144	2,251	2,363	2,481	2,605	2,736	2,872
Collection System Technician II	2,363	2,481	2,605	2,736	2,872	3,016	3,167
Collection System Technician III	2,605	2,736	2,872	3,016	3,167	3,325	3,491
Clerk of the Board	2,537	2,664	2,797	2,937	3,084	3,238	3,400
Development Services Technician I	2,525	2,651	2,783	2,922	3,069	3,222	3,383
Development Services Technician II	2,783	2,922	3,069	3,222	3,383	3,552	3,730
Development Services Technician III	3,069	3,222	3,383	3,552	3,730	3,916	4,112
Electrician/Instrument Tech-in-Training	2,127	2,233	2,345	2,462	2,585	2,714	2,850
Electrician/Instrumentation Technician I	2,393	2,513	2,639	2,771	2,909	3,055	3,207
Electrician/Instrumentation Technician II	2,639	2,771	2,909	3,055	3,207	3,368	3,536
Electrician/Instrumentation Technician III	2,909	3,055	3,207	3,368	3,536	3,713	3,898
Engineering Technician	2,757	2,895	3,040	3,192	3,352	3,519	3,695
Environmental Compliance Technician I	2,353	2,471	2,594	2,724	2,860	3,003	3,153
Environmental Compliance Technician II	2,594	2,724	2,860	3,003	3,153	3,311	3,477
Environmental Compliance Technician III	2,860	3,003	3,153	3,311	3,477	3,650	3,833
Human Resources Specialist	2,793	2,933	3,080	3,234	3,395	3,565	3,743
Laboratory Technician-in-Training	2,117	2,223	2,334	2,451	2,573	2,702	2,837
Laboratory Technician I	2,353	2,471	2,594	2,724	2,860	3,003	3,153
Laboratory Technician II	2,594	2,724	2,860	3,003	3,153	3,311	3,477
Laboratory Technician III	2,860	3,003	3,153	3,311	3,477	3,650	3,833
Maintenance Technician-in-Training	1,929	2,026	2,127	2,233	2,345	2,462	2,585
Maintenance Technician I	2,144	2,251	2,363	2,481	2,605	2,736	2,872
Maintenance Technician II	2,363	2,481	2,605	2,736	2,872	3,016	3,167
Maintenance Technician III	2,605	2,736	2,872	3,016	3,167	3,325	3,491
Management Analyst	3,166	3,325	3,491	3,665	3,848	4,041	4,243
Procurement Technician	2,345	2,462	2,585	2,715	2,850	2,993	3,143
Wastewater Operator-in-Training	1,998	2,098	2,203	2,313	2,429	2,550	2,678
Wastewater Operator I	2,220	2,331	2,448	2,570	2,699	2,833	2,975
Wastewater Operator II	2,448	2,570	2,699	2,833	2,975	3,124	3,280
Wastewater Operator III	2,699	2,833	2,975	3,124	3,280	3,444	3,616
Collection System Supervisor	3,154	3,312	3,477	3,651	3,833	4,025	4,226
Development Services Supervisor	3,375	3,544	3,721	3,907	4,103	4,308	4,523
Electrical/Instrumentation Supervisor	3,368	3,536	3,713	3,899	4,094	4,298	4,513
Facilities Maintenance Supervisor	3,368	3,536	3,713	3,899	4,094	4,298	4,513
Lab & Environmental Comp. Supervisor	3,420	3,591	3,771	3,959	4,157	4,365	4,583
Wastewater Operations Supervisor	3,455	3,628	3,809	4,000	4,199	4,409	4,630
Chief Administrative Officer	5,092	5,347	5,614	5,894	6,189	6,499	6,824
District Engineer	5,485	5,759	6,047	6,349	6,667	7,000	7,350
Chief Operations Officer	4,935	5,182	5,441	5,713	5,999	6,299	6,614
General Manager (Contract)							10,140