



**LOS ANGELES COUNTY  
SANITATION DISTRICTS**  
*Converting Waste Into Resources*

**AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER**

**between**

**COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**

**and**

**CITY OF POMONA**

**CSD CONTRACT NO. XXXX**

**AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER**  
**BETWEEN**  
**COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**  
**AND CITY OF POMONA**

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EXHIBITS

- Exhibit A – City of Pomona Service Area Map
- Exhibit B – Ordinance
- Exhibit C – Permit
- Exhibit D – Recycled Water Pricing Policy
- Exhibit E – District’s Requirements for Recycled Water Users
- Exhibit F – City of Pomona On-site Facilities
- Exhibit G – Application for Recycled Water Use

## AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER

This Agreement for Purchase and Sale of Recycled Water (“**Agreement**”) is dated July 24, 2024 (“**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district duly organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.*, (“**District**”), and the **CITY OF POMONA**, a municipal corporation (“**City**”). The District and the City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

A. The District owns and operates a water reclamation plant, located at 295 Humane Way in the City of Pomona, California and commonly referred to and known as the Pomona Water Reclamation Plant (“**Plant**”). The Plant treats wastewater generated by the residents and businesses in the City and surrounding areas and produces tertiary-treated effluent commonly referred to as recycled water. The Plant has a design capacity of approximately 15 million gallons per day (“**MGD**”) (equivalent to 16,800 acre-feet per year (“**AFY**”)) and, as of 2023, produces approximately 6.97 MGD of recycled water (equivalent to 7,800 AFY).

B. Pursuant to California Water Code Section 1210, the District has the exclusive right to all recycled water produced by its water reclamation plants, including the Plant. The District is specifically authorized under California Health & Safety Code Sections 4744 and 4745 to construct and operate infrastructure, including pipelines and other works, necessary to allow for the beneficial use and/or sale of any recycled water recovered from the operation of the Plant.

C. The City is authorized to act as the regional recycled water wholesaler and distribute recycled water to individual recycled water users within the City of Pomona and any other municipality in its service area, in Los Angeles County. A map of the City’s service area is attached hereto as Exhibit A and incorporated herein by reference.

D. The Parties have had an agreement for the use and sale of recycled water in place since 1966 (District’s Contract No. 1691). The original agreement was amended in 1973 (District’s Control No. 1691A), 1974 (District’s Control No. 1691B), and updated and superseded in 1991 (District’s Control No. 3142). More recently the Parties previously entered into the *Agreement for the Purchase and Sale of Reclaimed Water and Related Facilities* dated April 14, 2004 (District’s Contract No. 4025) (“**2004 Contract**”) and its amendment *First Amendment to Agreement for Purchase and Sale of Reclaimed Water and Related Facilities, City of Pomona* dated July 26, 2023 (District’s Contract No. 4025A) (“**Amendment**”). The Parties now intend that this Agreement will supersede, amend, and replace, in its entirety, the 2004 Contract and Amendment.

E. The District’s Board of Directors adopted an *Ordinance Providing For The Establishment And Enforcement Of Regulations Pursuant To Water Recycling Requirements For Recycled Water Users* (“**Ordinance**”) on January 24, 2007, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The Ordinance establishes requirements for all users of the District’s recycled water, including the requirement that all users execute a user agreement. For the Parties, this Agreement constitutes the user agreement as required by the Ordinance.

F. The District currently has capacity and an available supply of recycled water produced at the Plant. The District is willing to make available a portion of the recycled water produced at the Plant for purchase by the City in accordance with the terms of this Agreement.

The Parties therefore agree as follows:

1. **Incorporation of Recitals and Exhibits.** The recitals set forth in Paragraphs A through F above, including all definitions and exhibits contained and referenced therein, are expressly incorporated by reference into this Agreement.
2. **Definitions.** For the purposes of this Agreement, the terms below have the following definitions:
  - 2.1. “**2004 Contract**” means the agreement for the sale of recycled water from the Plant between the Parties dated April 14, 2004 (District Contract No. 4025).
  - 2.2. “**AFY**” means acre-feet per year.
  - 2.3. “**Agreement**” means this Agreement for Purchase and Sale of Recycled Water.
  - 2.4. “**Amendment**” means the first amendment to the agreement of the 2004 Contract for the sale of recycled water from the Plant between the Parties dated July 26, 2023 (District Contract No. 4025A).
  - 2.5. “**Annual Reconciliation Invoice**” means a compilation of all costs for the recycled water purchased from the Plant by the City during the subject fiscal year.
  - 2.6. “**Cal Poly**” means California State Polytechnic University, Pomona.
  - 2.7. “**CEQA**” means the California Environmental Quality Act.
  - 2.8. “**Chief Engineer**” means the Chief Engineer and General Manager of the District or his or her authorized designee.
  - 2.9. “**City**” means the City of Pomona which is the Party with whom the District is entering this Agreement.
  - 2.10. “**Claims**” means causes of action, actions, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, fee, and costs (including, without limitation, attorneys’ fees) of any nature whatsoever.
  - 2.11. “**Construction Permits**” means all permits and governmental or regulatory approvals for construction of any new On-Site Facilities.
  - 2.12. “**District**” means County Sanitation District No. 2 of Los Angeles County.
  - 2.13. “**Effective Date**” means the date this Agreement is approved and executed by the District’s Board of Directors. The City will approve and execute this Agreement first, then the District.
  - 2.14. “**Estimated Quarterly Invoice**” means the invoice for the estimated costs for the recycled water purchased from the Plant by the City during the subject fiscal quarter.
  - 2.15. “**Fiscal Year**” means the District’s fiscal year, beginning on July 1 of any given year, and continuing through June 30 of the following calendar year.
  - 2.16. “**gpm**” means gallons per minute.

- 2.17. “**General Order**” means the General Waste Discharge Requirements For Recycled Water Use, Order No. WQ 2016-0068-DDW issued by the State Board and associated Notice of Applicability and Monitoring and Reporting Program.
- 2.18. “**Insured Parties**” means any persons, firms, or corporations designated by the District, including the City and the District, that have a protectable interest in the On-Site Facilities.
- 2.19. “**Joint Outfall System**” means the Los Angeles County Sanitation Districts’ Joint Outfall System, and includes the Pomona, Whittier Narrows, Los Coyotes, Long Beach, and San Jose Creek Water Reclamation Plants that currently produce tertiary-treated recycled water. Ownership and operation of the Joint Outfall System is proportionally shared among the signatory parties to the amended Joint Outfall Agreement effective July 1, 1995. These parties include Los Angeles County Sanitation Districts Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, and 34, and the South Bay Cities Sanitation District of Los Angeles County.
- 2.20. “**MGD**” means million gallons per day.
- 2.21. “**NPDES Permit**” means the National Pollutant Discharge Elimination System permit for the Plant issued by the Regional Board.
- 2.22. “**Ordinance**” means the *Ordinance Providing for the Establishment and Enforcement of Regulations Pursuant to Water Recycling Requirements for Recycled Water Users* adopted by the District’s Board of Directors on January 24, 2007, which is attached hereto as Exhibit B and incorporated herein by reference, and specifically includes any amendments or updates to the Ordinance as may be duly approved by the District.
- 2.23. “**O&M**” means operation and maintenance.
- 2.24. “**On-Site Facilities**” means any existing or future connections or facilities constructed, operated, or maintained by or on behalf of the City or for the benefit of the City, which are physically located on the Plant and which the City uses to draw, convey, or distribute recycled water, including, without limitation, the existing point of connection and pump station described in Section 6 of this Agreement.
- 2.25. “**Party**” or “**Parties**” means the District and the City, either individually or collectively, who have entered into this Agreement.
- 2.26. “**Penalty Costs**” means monetary fines or penalties imposed by the Regional Board or State Board for violations of the Permit, along with all fees and costs incurred by the District in responding to, addressing, and correcting any violation of the Permit.
- 2.27. “**Permit**” means the current WDRs, WRRs, General Order, or other permit issued by the Regional Board or State Board to the District, including any and all amendments thereto relating to the use of recycled water from the Plant, which is attached as Exhibit C and incorporated herein by reference.
- 2.28. “**Plant**” means the Pomona Water Reclamation Plant.
- 2.29. “**Recycled Water Pricing Policy**” means the *Joint Outfall System Master Recycled Water Rate Ordinance* adopted by the District’s Board of Directors on December 13, 2023, which is

attached hereto as Exhibit D and incorporated herein by reference, or any pricing policy adopted, now or in the future, by the District intended to establish a fair and equitable rate for the sale of recycled water.

- 2.30. “**Recycled Water Rate Ordinance**” means the *Ordinance Prescribing Recycled Water Rates for the Joint Outfall System* adopted by the District’s Board of Directors on December 13, 2023, or any rate ordinance adopted, now or in the future, by the District to prescribe the annual unit price for recycled water.
- 2.31. “**Regional Board**” means the California Regional Water Quality Control Board, Los Angeles Region.
- 2.32. “**Releasees**” means the District, all other County Sanitation Districts of Los Angeles County, and all of their respective heirs, successors, assigns, agents, employees, contractors, subcontractors, representatives, directors, insurers, and counsel.
- 2.33. “**Reuse Site**” means an authorized location within the City’s service area at which recycled water provided by the City is used.
- 2.34. “**Requirements**” means the District’s *Requirements for Recycled Water Users*, including any amendments or revisions thereto. A copy of the current *Requirements for Recycled Water Users* is attached hereto as Exhibit E and incorporated herein by reference.
- 2.35. “**Service Duplication Law**” is defined in the State of California Public Utilities Code, Division 1, Part 1, Chapter 8.5, Section 1501.
- 2.36. “**Spadra Site**” means the closed Spadra Landfill located at 4125 West Valley Boulevard in the City of Pomona and unincorporated Los Angeles County and the adjacent 339-acre Cal Poly LandLab facility, which is used for education and research in sustainable use of land resources. The real property on which the Spadra Site is located is owned by Cal Poly and the County of Los Angeles. The Spadra Landfill portion of the Spadra Site is maintained by the District pursuant to the terms of agreements with Cal Poly dated October 24, 1985 (District’s Contract No. 2784) and January 22, 1997 (District’s Contract No. 3493).
- 2.37. “**State Board**” means the California State Water Resources Control Board.
- 2.38. “**State Division of Drinking Water**” means the former California Department of Public Health that was transferred to the State Board as of July 1, 2014 and which oversees water recycling programs.
- 2.39. “**Termination Date**” means the end of the Agreement’s initial duration, twenty-five (25) years following the Effective Date.
- 2.40. “**WDRs**” means Waste Discharge Requirements for the Plant issued by the Regional Board.
- 2.41. “**WRRs**” means Water Reclamation Requirements or Water Recycling Requirements for the Plant issued by the Regional Board. These requirements are expected to be superseded by a State Board General Order when noticed as applicable by the Regional Board.
- 2.42. “**Work**” means land use authorization, entitlement, permitting, construction, operation, maintenance, or repair of any new or existing On-Site Facilities at the Plant.

3. **Replacement of 2004 Contract.** This Agreement supersedes and replaces, in its entirety, the 2004 Contract and the Amendment with the specific and limited exception of any indemnity provisions which continue after the termination of the 2004 Contract and Amendment.
4. **Term.** The term of this Agreement is twenty-five (25) years from and after the Effective Date. The Agreement may be extended pursuant to the conditions of Section 16. Any extension of this Agreement must be negotiated, approved, and executed by the Parties prior to the expiration of the then-current Term.
5. **Principal Duties and Privileges of the Parties.**
  - 5.1. The District shall make available to the City recycled water from the Plant in an amount up to but not exceeding two-thirds of the daily recycled water production from the Plant, less any recycled water used by the Plant for its own operations. The annual amount made available to the City shall not exceed ten (10) MGD, or 11,206 AFY on a fiscal year basis. Provision of recycled water under this section is specifically subject to and limited by the availability of adequate supplies as more fully described in Section 7 herein.
  - 5.2. Subject to the prior written approval of the District and as more fully described in Section 6 and the terms and conditions set forth below, the City shall have the right to operate and maintain its existing point of connection and other On-Site Facilities at the Plant.
  - 5.3. The City may draw from the District no more than the volume of recycled water that the City can allocate to the Permitted Uses specified in Section 12.3.C so long as the total draw does not exceed the allocated amount specified in this Agreement.
  - 5.4. The City shall pay the District for all recycled water drawn from the Plant at the per-unit price described in Section 10, and pursuant to the payment provisions described in Section 11.
  - 5.5. The City shall comply with the District's Ordinance, and all relevant and applicable federal, state, regional, and local laws, codes, ordinances, and regulations, including, without limitation, prevailing wage laws, in connection with the performance of its obligations under this Agreement, including, without limitation, the conveyance and use of recycled water. The City acknowledges that any breach or default of this Agreement by the City constitutes, at the sole option of the District, an incurable violation of the District's Ordinance.
6. **On-Site Facilities.**
  - 6.1. **Point of Connection.**
    - A. *Location.* The existing point of connection at the Plant from which the City may draw recycled water is at the end of each of the Plant's three chlorine contact tanks (at the end of Pass 3, approximately four (4) feet from the bottom of the tank).
    - B. *Operation and Maintenance.* The City shall conduct any Work on the point of connection to the Plant at its own cost and expense. The City is solely and absolutely responsible and liable for any damage to the Plant resulting from its recycled water withdrawal and conveyance operations.

- C. *Relocation.* At any time and for any reason during the Term of this Agreement, the District may require relocation of the point of connection. The District shall provide the City with sufficient time, as determined by the District, but no less than 180 days, for plan preparation, environmental clearance, advertising, award, and construction of a new point of connection. The City shall pay all costs arising out of or relating to any planning, land use approval, entitlement, permitting, and construction for any relocation of the point of connection.
- 6.2. Pump Station. The City owns and operates an existing pump station within the Plant property from which the City uses to draw recycled water from the Plant. This pump station currently includes two (2) 2,400 gpm capacity pumps, four (4) 1,800 gpm capacity pumps, a flow meter, electrical panel, and associated piping and fittings. If City determines a different configuration is desired, City shall have the right to make changes to the pump station, subject to the terms below.
- A. *Location.* The pump station is located at the Plant downstream of the point of connection and occupies an area with the dimensions marked on Exhibit F. As part of this Agreement, the District hereby grants the City a license for the area occupied by its pump station, or to any similarly-dimensioned area at the Plant that the District designates in the future if the District requires the City to relocate its pump station as provided in Section 6.2.C.
  - B. *Operation and Maintenance.* The City shall conduct any Work on the pump station located at the Plant at its own cost and expense. The City is solely and absolutely responsible and liable for any damage to the Plant resulting from its recycled water withdrawal and conveyance operations.
  - C. *Relocation.* At any time and for any reason during the Term of this Agreement, the District may require relocation of the pump station. The District shall provide the City with sufficient time, as determined by the District, but no less than 180 days, for plan preparation, environmental clearance, advertising, award, and construction for relocation of the pump station. The City shall pay all costs arising out of or relating to any planning, land use approval, entitlement, permitting, and construction for any relocation of the pump station.
- 6.3. Improvements to On-Site Facilities. Prior to conducting any Work on the On-Site Facilities, the City is wholly responsible for and shall, at its sole cost, liability and expense:
- A. Obtain written approval of project plans and drawings from the District;
  - B. Obtain written approval of any operating procedures from the District;
  - C. Obtain and provide written evidence to the District of all necessary permits, clearances, regulatory approvals and any other necessary authorizations from governmental authorities, or other entities or individuals, including, without limitation, all required compliance with CEQA and any other applicable environmental laws or permits, for the construction or operation of any new On-Site Facilities.
  - D. Provide to the District all insurance as described in Section 15.



- 6.4. License to Enter the Plant. As part of this Agreement, and upon obtaining all the approvals described above, the District hereby grants the City a non-exclusive license to enter upon the Plant to conduct Work on its existing and any new On-Site Facilities. The City shall provide the District ten (10) days' written notice prior to entering the Plant to perform any Work on the On-Site Facilities.
- A. Routine Maintenance and Inspections. The City may enter the Plant for the specific and limited purpose of routine maintenance and inspection of the On-Site Facilities upon 48-hour email notice to the District prior to entry into the Plant. Notification should be sent to reuse@lacs.org or such other email address(es) as may be designated by the District from time to time.
- B. Emergency Access. The City may enter the Plant without advanced notice for the specific and limited purpose of responding to an event determined by City as an emergency with the operation of the On-Site Facilities. In the event of said emergency with the operation of the On-Site Facilities, the City shall immediately inform the District via email at reuse@lacs.org or such other email address(es) as may be designated by the District from time to time prior to entry into the Plant for the specific and limited purpose of performing the emergency work.
- 6.5. Construction Covenants. The City shall perform and complete the Work in good and workmanlike manner, in accordance with the project plans and drawings as approved by the District and in compliance with all applicable federal, state, regulatory, local, county, or municipal laws, ordinances, regulations, codes, covenants, conditions, restrictions, and reservations, as well as all Construction Permits. None of the Work shall be undertaken until the City has been issued all required Construction Permits and provided the District with copies thereof. Additionally, City shall be allowed to perform work deemed by City as emergency work, to prevent damage to its facilities and to allow for continued operation.
- 6.6. Costs. The City shall pay all reasonable costs for the Work on the On-Site Facilities including any and all fees, costs, staff costs, and inspection costs incurred by the District to facilitate the Work.
- 6.7. District Operation. At the request of the City, the District may, in its sole and absolute discretion, operate and maintain any of the On-Site Facilities at the sole expense of the City. Upon sixty (60) days advance written notice to the City, the District may terminate the District's O&M of the On-Site Facilities. Upon the expiration of such sixty (60) day period, the District's obligation to pay for or perform any O&M shall immediately, automatically, and unconditionally terminate without further notice.

## 7. Recycled Water Quantity.

- 7.1. Allotment. The District agrees to make available to the City on a daily basis up to but not exceeding two-thirds of the daily recycled water production from the Plant, less any Plant uses of recycled water. The annual amount made available to the City shall not exceed ten (10) MGD, or 11,206 AFY, of recycled water produced at the Plant, from which the City may draw during any fiscal year (July 1 through June 30).
- 7.2. Additional Supply. Upon written request by the City, the District, in its sole and absolute discretion, may allocate to the City additional volumes of recycled water on a temporary or permanent basis if sufficient supplies are available at the Plant. The terms, conditions and

details of any additional allocations will be memorialized in an amendment to this Agreement which shall become effective only upon execution by all Parties.

7.3. Adjustments to Allotment. The District may adjust the City's allotment as follows:

A. Increases. The City may request an increased allotment. The City shall include in any request sufficient documentation to demonstrate that the demand for additional recycled water actually exists within the City's service area and that the City has a concrete plan to serve that demand. The District may allot the City additional volumes of recycled water on a temporary or permanent basis if sufficient supplies are available at the Plant at the time of the request.

B. Decreases.

i. Following the first five (5) years of the Agreement, If the District determines that the City voluntarily, or without sufficient cause, fails to draw or beneficially use all or any part of its allotment for a consecutive five (5) year period of time, or that the City does not have substantial plans to beneficial reuse all of its allotment within the next ten (10) years, then the City will forfeit its right to the average of the unused portion of the City's allotment, and the District may, at its sole election, reduce the City's allotment to double the average beneficially used portion for the past five (5) years.

ii. Following the second five (5) years of the Agreement, If the District determines that the City voluntarily, or without sufficient cause, fails to draw or beneficially use all or any part of its allotment for a consecutive five (5) year period of time, or that the City does not have substantial plans to beneficial reuse all of its allotment within the next ten (10) years, then the City will forfeit its right to the average of the unused portion of the City's allotment, and the District may, at its sole election, reduce the City's allotment to the average beneficially used portion for the past five (5) years.

iii. If the District elects to exercise these options, the District shall provide the City with thirty (30) days' notice regarding the decrease in allotment. During that thirty (30) day period, the City may convene a meeting with the District to provide justification for the decreases in use and the Parties will meet and confer in good faith to determine whether a permanent reduction of the City's allotment will occur.

7.4. Mandatory Reductions. The City acknowledges that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to the City. In the event of a decrease in availability, the District shall promptly notify the City and allocate the available supply of recycled water from the Plant in the following order:

A. First, the District shall ensure that the District receives an adequate supply to meet the District's needs at the Plant and at any other District-owned or District-operated facilities.

B. Next, the District shall allocate recycled water to any environmental use, or other use required of the District by state or federal law or regulation. The District shall immediately notify the City of any potential reduction, as soon as the District is made aware of said the potential reduction.

- C. Lastly, the District shall allocate the remaining supply of recycled water among the City and the other third-party contractors for recycled water in proportion to their actual use during the previous fiscal year.

7.5. Disclosure Regarding Limits to Availability.

- A. Available Supply. The City understands and acknowledges that the District is charged with the responsibility to operate its sewerage systems in a manner which the District, in its sole and absolute discretion, determines to be the most beneficial to the users thereof. The rights of the City to any recycled water under this Agreement are limited to only the recycled water which is actually produced at the Plant and made available for distribution. The District will only make available any recycled water actually produced by the Plant and not otherwise allocated for District purposes, environmental uses, or to meet regulatory requirements imposed on the District.
- A. Other Contracts. The District may enter into contracts to sell recycled water from the Plant to other buyers in volumes that will not cumulatively exceed the Plant's total annual production capacity.
- B. Emergency and Shortage Conditions. Situations of emergency or shortage of influent may reduce the volume of recycled water produced by the Plant.
- C. Normal Variations in Availability. The volume of water available for draw from the Plant is not necessarily constant and may vary throughout each 24-hour period, throughout each calendar week, and throughout each calendar year depending on weather conditions, seasonal changes in water use, and construction or maintenance at the Plant or in its tributary sewershed.

7.6. Release and Waiver Regarding Limits to Availability. The City acknowledges the constraints and limits on the availability of recycled water supplies, as described in this Agreement, and as of the Effective Date, the City for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees from and against any and all Claims, known or unknown, suspected or unsuspected, arising from or related to the volume of water furnished under this Agreement.

8. **Records and Reports.** The City shall deliver the reports described in this Section 8 to the District via email at reuse@lacsdc.org or such other email address(es) as may be designated by the District from time to time.

- 8.1. Monthly Reports. Within thirty (30) days after the end of each calendar month, the City shall report the following, in writing, to the District, in a form and content specified by the District:
  - A. the total volume of recycled water drawn during that month and the relevant meter readings;
  - B. the total volume delivered or distributed during that month to each Reuse Site;
  - C. the type(s) of use of recycled water at each Reuse Site; and
  - D. such additional information as may be requested by the District, and agreed to by City.

8.2. Annual Reports. Within ninety (90) days after the end of each fiscal year, or as requested by the District, the City shall report the following, in writing, to the District:

A. All Reuse Site contact persons (site owners and Site Supervisors) and inspection activities for that fiscal year.

8.3. Other Reports. Within fifteen (15) days after the end of each required monitoring period, the City shall report the following, in writing, to the District:

A. Observations of each Reuse Site, if required and at the frequency required by the State Board issued Permit, as detailed in Section 12.4.F.

9. **Recycled Water Quality.**

9.1. Applicable Permit Requirements. The District shall make available to the City recycled water that conforms to the Permit currently in effect, or any similar regulation or permit, adopted by the Regional Board or the State Board for the Plant, so long as those requirements do not require additional treatment processes or more stringent discharge requirements than are necessary to meet the NPDES Permit or WDRs established by the Regional Board for river discharge of recycled water from the Plant. The current Permit for the Plant, which is in force as of the Effective Date, is attached hereto as Exhibit C and incorporated herein by reference.

9.2. More Stringent Permit Requirements.

A. If the Regional Board or State Board imposes Permit requirements more stringent than that in Exhibit C, the City may, at its discretion and at its expense, undertake steps to meet the more stringent Permit requirements and shall indicate to the District in writing such intent within ninety (90) days after the adoption of the more stringent Permit by the Regional Board or State Board. In such event, the District will have no duty to the City to modify any District facilities, including the Plant, unless the District, in its sole and absolute discretion, agrees to such a modification.

B. If the City is unwilling to meet the more stringent Permit requirements, either Party may terminate this Agreement by giving written notice effective either thirty (30) days thereafter or on the effective date of the Permit, whichever occurs first. Upon the expiration of such thirty (30) day period, the provisions of this Agreement shall immediately, automatically, and unconditionally terminate without further notice, except that any obligations that accrued prior to such termination shall remain in effect until they are satisfied.

9.3. Point of Compliance of Water Quality. The point of compliance for determining whether the recycled water provided by the District meets the water quality standards described in this Section 9 will be immediately after the final treatment process at the Plant.

9.4. Interruption of Service.

A. The City acknowledges that factors beyond the control of the District could cause operational difficulties or other constraints at the Plant resulting in the production of recycled water that does not meet the current Permit requirements. If that occurs, the District may, in its sole and absolute discretion, temporarily limit availability of recycled water from the Plant, including shutting off the flow.

- B. The District will not be liable for any costs or damages incurred by the City arising out of or relating to any interruption in service or limitation of availability due to an inability of the District to meet the current Permit requirements. The District will use reasonable efforts to re-establish the availability of recycled water to the City. The City acknowledges that additional standby water supply options may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the Plant. The City for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees from and against any and all Claims, known or unknown, suspected or unsuspected, arising from or related to an interruption in service.

10. **Recycled Water Price.** The unit price for recycled water drawn by the City under this Agreement will be calculated by the District for each fiscal year in accordance with the terms, provisions and requirements of both the Recycled Water Rate Ordinance and the Recycled Water Pricing Policy, attached hereto as Exhibit D, including any amendments or updates to either or both.

11. **Invoice and Payment.**

11.1. Quarterly Estimated Invoices. Within sixty (60) days after the end of each of the first three quarters of each fiscal year, the District will invoice the City for the cost of the recycled water drawn by the City during that period. The Quarterly Estimated Invoices will consist of two amounts:

- A. Recycled Water Costs. The amount of recycled water delivered to the City during each quarter multiplied by the unit recycled water price applicable to the fiscal year in which the recycled water was drawn, as specified under Section 10, rounded to the nearest cent.
- B. Operation and Maintenance Costs. One-fourth of the previous fiscal year costs associated with the O&M of the On-Site Facilities incurred by the District and attributable to the City, if applicable.

11.2. Annual Reconciliation Invoices. Within 120 days after the close of each fiscal year, the District will provide a reconciliation invoice to the City that will include:

- A. Recycled Water Costs. The total amount of recycled water delivered to the City during the subject fiscal year multiplied by the unit recycled water price applicable to the fiscal year in which the recycled water was drawn, as specified under Section 10, rounded to the nearest cent.
- B. Operation and Maintenance Costs. The total amount associated with the O&M costs of the On-Site Facilities that are operated and/or maintained by the District on behalf of the City, including electricity costs from the City's use of the Plant's electrical service connection. O&M costs will be based on the District's books, accounts, and records, and determined in accordance with generally-accepted accounting principles.
- C. Credit for Amounts Paid. The Annual Reconciliation Invoice shall add the total amounts calculated from Subsections A and B immediately above and subtract all amounts paid for that fiscal year's three (3) Quarterly Estimated Invoices, as invoiced pursuant to Section 11.1.

11.3. Payment. The City shall pay the full amount of each invoice within forty-five (45) days after the date of the invoice from the District.

- 11.4. Penalty and Interest Charges for Delinquent Recycled Water Charges. Unpaid invoices shall become delinquent forty-five (45) days after the date of the invoice. A basic penalty charge of ten (10) percent per-annum of any unpaid amount shall be added to any invoice that becomes delinquent. Additional penalties will accrue on the total of all delinquent invoices and the basic penalty at three (3) percent over the Prime Interest Rate in effect at the beginning of fiscal year during which the invoice was initially due, not to exceed the maximum allowed by law.
- 11.5. Right to Audit Other Party's Books. The District may audit the relevant books, accounts, and records of the City during normal business hours upon at least 48 hours prior notice to the City. The City may audit the relevant books, accounts, and records of the District during normal business hours upon at least 48 hours prior notice to the District.

## 12. Distribution and Delivery.

- 12.1. Distribution. Upon at least thirty (30) days prior written notice to the District, the City may sell or transfer the recycled water purchased from the District under this Agreement to third parties. The City acknowledges and agrees that the District shall have no liability or responsibility whatsoever in connection with the sale, transfer, or usage of recycled water by third parties. Neither the sale, nor the transfer of recycled water by the City to third parties shall release the City of its obligations under this Agreement. The City for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees from and against any and all Claims, known or unknown, suspected or unsuspected, arising from or related to the sale, transfer, or usage of recycled water by third parties.
- 12.2. Off-Site Facilities.
- A. Costs of Facilities. The City shall bear all construction, operation, and maintenance costs for all delivery and distribution facilities related to the City's sale or transfer of recycled water from the Plant to third parties or to any Reuse Site maintained by the City.
- B. Approval of Distribution Facilities. In addition to any relevant and required local entitlement approvals, any new or extended portion of the City's recycled water distribution system must first be approved by the District, for the limited and specific purpose that the District must verify that it has the available water supply. The City must also provide the District with documentation from both State Division of Drinking Water and the Regional Board, as well as the applicable local health department approving the additional or expanded use, before beginning deliveries of recycled water through that portion of the system. The Parties shall cooperate in order to prepare and submit an engineering report detailing the new or extended distribution system for approval by the State Division of Drinking Water and the Regional Board. The City shall develop the engineering report, in consultation with the District, and submit the engineering report to the State Division of Drinking Water and the Regional Board. The City shall bear all legal and regulatory responsibilities in connection with the design, approval, and construction of any new distribution facilities, including any components thereof.
- 12.3. Usage.
- A. Legal and Regulatory Responsibility. The City shall bear all legal and regulatory responsibility associated with the distribution and use of the recycled water it draws from the Plant.

- B. Compliance with Permit Requirements. The City shall comply with, and shall cause all Reuse Sites to which it distributes or delivers recycled water to comply with, requirements contained in the Permit or any future permit that may be issued by the State Board or Regional Board that would supersede the Permit.
- C. Permissible Uses. The City acknowledges that recycled water has limited uses. The City shall ensure, through enforcement of the guidelines, enforcement measures, and inspections outlined in its engineers report, that the recycled water drawn from the Plant is only used for those uses or purposes that are legally permissible under:
  - i. California law;
  - ii. the most recent Permit or any future permit that may be issued by the State Board or Regional Board that would supersede the Permit;
  - iii. the applicable Water Recycling Criteria contained in Title 22, Division 4, Chapter 3 of the California Code of Regulations, as amended; and
  - iv. the directions of any and all regulatory agencies with appropriate jurisdiction.
- D. Compliance with District Requirements. The City shall comply with, and shall cause all Reuse Sites to which it distributes or delivers water to comply with:
  - i. the Ordinance, or any subsequent revisions to that Ordinance; and
  - ii. the Requirements or any subsequent revisions to those Requirements.

12.4. Reuse Sites.

- A. The City shall submit to the District for approval an Application for Recycled Water Use in a form substantially similar to the form as Exhibit G which is attached hereto and incorporated herein by reference. The application must be approved by the District prior to the delivery of recycled water to a Reuse Site. The City shall submit a separate form for each individual Reuse Site.
- B. The City is solely and absolutely responsible for and shall oversee all Reuse Sites that obtain recycled water from the City in conformity with the Requirements or any subsequent revisions to these Requirements. Said responsibility shall be enforced using the guidelines, enforcement measures, and inspections outlined in the City's engineers report.
- C. The City shall ensure, by agreement, ordinance, or other administrative mandate, that each Reuse Site is managed in accordance with the rules, regulations, guidelines, and any other pertinent criteria for such use mandated by State Board, Regional Board, and other regulatory agencies with appropriate jurisdiction. The City shall ensure that the Reuse Sites do not constitute a nuisance. Said responsibility shall be enforced using the guidelines, enforcement measures, and inspections outlined in the City's engineers report.
- D. The City shall provide a copy of the effective Permit, Ordinance, and Requirements to each Reuse Site.

- E. Water Meters. The City shall install and maintain at its/its customers own expense meters of appropriate size and type at each Reuse Site for the purpose of measuring the volume of recycled water drawn from the Plant and delivered for reuse.
- F. Reuse Site Observations. In the event that the current Permit is replaced by the General Order issued by the State Board, periodic observations of each Reuse Site may be mandated. These observations may include, without limitation, soil saturation/ponding, nuisance odors/vectors, discharge off-site, and notification signs and shall be conducted at the frequency required by the State Board issued Permit by the City each calendar year within the required time frames using reporting forms provided by the District. The observation forms shall be submitted electronically to the District, pursuant to Section 8. The City is responsible for ensuring the Reuse Sites meet all Permit, or, as applicable, General Order requirements and shall work with the Reuse Sites to correct any actual, perceived, or observed violation or insufficiency.
- G. Inspections. The City shall periodically inspect all Reuse Sites that obtain recycled water from the City, including third party users, at a minimum of once every three (3) years or at a frequency determined by the District or the State Board or Regional Board. The City shall perform cross-connection shut down tests, when required, in accordance with: the California Water Code; the then-current version of the state's cross connection control policy contained in Title 17 of the California Code of Regulations or any subsequent regulations contained in the State Board's Cross-Connection Control Policy Handbook; the then-current version of the Water Recycling Criteria contained in Title 22 of the California Code of Regulations; and directives from the regulatory agencies with appropriate jurisdiction. The City shall supply copies of all inspection reports to the District in connection with their annual reporting requirements, or upon request by the District.
- H. District's Right of Entry and Examination. The District or its representatives may enter upon any Reuse Site at any time for purposes of verifying the volume or type of use of recycled water as reported by the City and to verify compliance with the requirements in Water Code Section 13523.1(b)(5), along with all other applicable laws, regulations, codes and ordinances, and the Requirements. The City shall include in any recycled water supply agreement a right-of-entry consent in favor of the District for the inspection purposes described in this Agreement. In addition, upon request by the District, the City shall provide, as soon as practicable, full access to any of the City's or Reuse Sites' meters and to any records that measure, register, record, or reflect recycled water flow, delivery, or distribution volumes.

The City for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees arising from the City's negligence and, arising from or related to the District's entry onto any Reuse Site for the purpose of verifying compliance as described in this section.

- 12.5. Spills. The City shall notify the District of any spills of recycled water in accordance with criteria established by the District in its Ordinance and in its Requirements.

### 13. Duplication of Service.

- 13.1. The City is aware of and specifically recognizes and acknowledges the District's ongoing commitment to supply recycled water to the Spadra Site. With the specific and limited



exception of the Spadra Site, the District shall not sell any recycled water from the Plant on a retail basis within the boundaries of the City's service area as depicted on Exhibit A, except for the authorized use allowed at the Spadra Site as detailed in Recital F (District's Contract No. 3514). Nothing in this Agreement restricts the District from making recycled water available to its own facilities, or to third parties that are authorized to sell or otherwise transfer recycled water outside of the City's service area either directly or by contract.

- 13.2. The City acknowledges and agrees that it has reviewed the Service Duplication Law of the State of California embodied in Chapter 8.5 of Part 1, Division 1 of the Public Utilities Code (Section 1501, et seq.) and believes that the rights and responsibilities conferred by those statutes do not pertain to this Agreement. The City recognizes, however, that the District would not enter into this Agreement without the City's waiver and indemnity set forth in Section 14.
- 13.3. The City waives and relinquishes any rights it may have against the District pursuant to the Service Duplication Law and further for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees from and against any and all Claims, known or unknown, suspected or unsuspected, arising from or related to the assertion by others, whether successful or not, of rights expressed in the Service Duplication Laws of the State of California, Chapter 8.5 of Part 1, Division 1 of the Public Utilities Code (Section 1501, et seq.) or similar laws, with regard to the sale of recycled water to any third parties under this Agreement. The District shall promptly notify the City in writing of any such assertion of rights and is granted the right to direct or otherwise participate in any defense of such claims. The foregoing indemnity extends to the Service Duplication Law and any similar law which may be enacted after the date of this Agreement, to any amendments to the Service Duplication Law enacted after the date of this Agreement, and to any re-codification of the Service Duplication Law, irrespective of form, which may subject the District to liability to any privately owned public utility or any other person, association, corporation, or political subdivision because of the sale of recycled water to the City.

#### 14. **Indemnification.**

- 14.1. **General Indemnity.** The City for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless all Releasees arising from the City's negligence and, arising from or related to the City's breach of or default under this Agreement; the City's use of recycled water from the District that meets the quality standards contained in the Permit; the termination of the Agreement; and the O&M of the On-Site Facilities by either the City or the District. This indemnity includes, but is not limited to, causes of action based on limited or less than anticipated deliveries of recycled water for any reason including all possible reasons specified in this Agreement, strict liability for defective products, breach of warranty, strict liability for abnormally dangerous activities, dangerous condition of public property, inverse condemnation, trespass, nuisance, and negligence. All indemnities in favor of the District under this Agreement survive the expiration or termination of this Agreement.

The City acknowledges that the foregoing release applies to all known and unknown Claims arising from or related to the recycled water furnished under this Agreement, and upon the advice of legal counsel, the City waives all rights under California Civil Code Section 1542 which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Initials of the City: \_\_\_\_\_

14.2. Regulatory Fines Indemnity.

- A. The City acknowledges that the District, as the entity holding the Permit for the Plant, may be subject to Penalty Costs.
- B. If the District becomes the responsible party in an action resulting in a fine or penalty, the District shall bear all Penalty Costs.
- C. If the District determines, based upon reasonable due diligence, investigations, and discussions with the City, that the City is responsible for any action resulting in any Penalty Costs a fine or penalty, the City shall reimburse the District for the total amount within thirty (30) days after receiving notice of any such fine or penalty.
- D. If the District determines that a Reuse Site or third-party purchaser of recycled water from the City is responsible for any action resulting in Penalty Costs, the City shall join with the District in any legal or other effort to recover for the District all or a part of the Penalty Costs imposed against the District by the Regional Board or State Board for such action. The City shall pay any legal or other fees, costs, or expenses incurred to recover the Penalty Costs from the responsible third party.

15. **Insurance.** The City shall procure, carry, and maintain in full force and effect during all times this Agreement is in effect, the insurance coverage described below, at its sole expense for the operation, modification, or construction of any current or future On-Site Facilities. All insurance must be maintained with insurers and under forms of policies satisfactory to the District. The insurance must be written as “occurrence” type policies, must provide for defense costs “ex-limits,” and must protect the City and the District, and any Insured Parties, in such a manner and at such amounts as set forth below:

15.1. Commercial General Liability Insurance.

- A. The City shall procure, carry, and maintain commercial general liability insurance to include coverage for all operations of the On-Site Facilities including, but not limited to the following:
  - i. premises, operations, and mobile equipment liability;
  - ii. completed operations and products liability;
  - iii. blanket contractual liability;
  - iv. explosion, collapse, and underground hazards (XCD); and
  - v. personal injury liability.

- B. The City shall provide the commercial general liability insurance with limits not less than the following:
    - i. \$3 million each occurrence, or for a combined occurrence of bodily injury and property damage;
    - ii. \$2 million completed operations and products liability; and
    - iii. \$2 million personal and advertising injury.
  - C. The City shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.
- 15.2. Property Insurance. The City shall procure, carry, and maintain property insurance for the On-Site Facilities, along with any related improvements to 100% of their replacement cost, using a standard form fire insurance policy containing the “extended coverage” endorsement.
- 15.3. Automobile Liability Insurance. The City shall procure, carry, and maintain automobile liability insurance to include coverage for any owned, non-owned, or hired vehicle brought by the City or its agents or other invitees onto the On-Site Facilities. The automobile liability insurance policy must have limits of not less than \$1,000,000 combined single limits for bodily injury and property damage.
- 15.4. Workers’ Compensation and Employer’s Liability Insurance.
- A. The City shall procure, carry, and maintain a policy of worker’s compensation insurance as required by any applicable law, regulation, or statute. The employer’s liability insurance shall be provided with limits not less than the following:
    - i. \$1 million each accident;
    - ii. \$1 million disease – policy limits; and
    - iii. \$1 million disease – each employee.
  - B. The workers’ compensation and employer's liability insurance policy must contain a waiver of subrogation rights against the District. The City shall provide the District with a copy of an endorsement to the policies reflecting this waiver.
- 15.5. Evidence of Policies. Before the Effective Date of this Agreement, the City shall provide policies, relevant endorsements, and certificates of insurance to the District evidencing that:
- A. The insurance policies referred to above are in place.
  - B. The District must receive written notice at least thirty (30) calendar days prior to a policy cancellation or reduction in coverage for any reason. In that regard, the City shall not deliver any certificate that simply contains words to the effect that the insurer will “endeavor” to notify the District of the cancellation or reduction of the policy or that “the failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives.”

- C. An endorsement has been made to the policies naming the District as an additional insured. The endorsement must be duly executed and must be in a form acceptable to the District. The endorsement must also provide that the insurance afforded to the additional insured is primary insurance and that any insurance carried by or afforded to the District, its directors, officers, and employees and other Insured Parties is excess and not contributing to the insurance required by this Agreement.
  - D. Each of the policies of insurance required by this Agreement must contain “Cross Liability” or “Severability of Interest” clauses. No policy may contain any exclusion regarding loss or damage to property caused by explosion, collapse of buildings or structures, or damage to property underground, premises-operation, completed operations, contractual insurance, or independent District’s coverage. Each of the insurance policies required by this Agreement must contain a provision or endorsement stating that that insurance, subject to all of its other terms and conditions, applies to the liability assumed by the City under this Agreement. Any endorsement must be in a form acceptable to the District.
  - E. The City may satisfy minimum coverage amounts listed above by a combination of one or more primary insurance policies and umbrella or excess coverage policies on which the City is the named insured. The City may also use those policies in connection with satisfying the requirements of this Section 15.
- 15.6. Insurers. The City shall provide the insurance coverage through insurers that have at least an “A” policyholders rating and an “X” financial rating in accordance with the current Best’s Key Rating Guide. In the event the coverage evidenced by any such certificate is canceled or reduced, the City shall procure and furnish to the District new certificates of insurance and policies conforming to the above requirements at least five (5) days before the effective date of such cancellation. If the City fails to procure and maintain any insurance required by this Agreement, the District may procure such insurance and charge the expense to the City or the District may terminate this Agreement upon failure of the City to procure such insurance within 48 hours written notice demanding the City do so, at the District’s sole discretion. The District’s failure to enforce any provision of this Section 15 will not act as a waiver of the City’s obligation to procure the required insurance or as a waiver of enforcement of any of the provisions of this Section 15 at a later date. The District is not obligated to procure or maintain the above required insurance if the City fails to do so. All requirements of this Section 15 apply to the City’s contractors and sub-contractors, and the City shall cause all of its contractors and sub-contractors to comply with the provisions of this Section 15 and be responsible to the District for such compliance. The foregoing requirements constitute the City’s minimum insurance requirements.
- 15.7. Additional Insurance. The District retains the right at any time to review the coverage, form, and amount of the insurance required by this Agreement. If, in the sole opinion of the District, the insurance provisions in this Agreement do not provide adequate protection for the District, the District may require the City to obtain additional insurance sufficient in coverage, form, and amount to provide adequate protection. The District’s new requirement will be reasonable and will be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required. The District shall notify the City in writing of changes in the insurance requirements; and if the City does not deposit copies of acceptable insurance with the District incorporating such changes within thirty (30) days after receipt of notice, the City shall be in default without further notice to the City, and the District will be entitled to all legal remedies. The procuring of such required

policy or policies of insurance will not be construed to limit the City's liability under this Agreement nor to fulfill the indemnity provisions and requirements of this Agreement.

- 15.8. **Waiver and Release.** The City waives and releases the District from any damages resulting from any interruption of the City's business, including but not limited to, damages resulting from any loss of income or business resulting from the District's actions relating to the cancellation, termination, or expiration of the City's insurance policies. The City further releases and relieves each of the Insured Parties and waives its entire right of recovery for loss or damage arising out of or incident to the perils insured against, which perils occur in, on or about the District's premises, whether due to the negligence of the Insured Party or the City, or their agents, employees, contractors, or invitees. This is a waiver of subrogation clause and the City shall, upon obtaining the policies of insurance required by this clause, give notice to the insurance carrier or carriers that the mutual waiver of subrogation is contained in this Agreement.
- 15.9. **Additional Coverage.** The City shall at all times during the operation of the Agreement, at its sole cost, maintain in effect policies of insurance covering:
- A. all alterations on or in the On-Site Facilities, providing protection against any risk included within the classification "Causes of Loss-Special Form" (ISO Form 10 30), including but not limited to insurance against sprinkler leakage, vandalism, and malicious mischief, such insurance to be in an amount not less than the full replacement value of such improvements, which shall be determined at the time the policy is initially obtained, and not less frequently than once every three (3) years thereafter; and
  - B. all personal property of the City located in or at the On-Site Facilities, including but not limited to fixtures, furnishings, equipment, and furniture, in an amount not less than their full replacement value, providing protection against any peril included within the classification "Causes of Loss-Special Form" (ISO Form 10 30), including but not limited to insurance against vandalism and malicious mischief.
16. **Extension of Duration.** If the Parties desire to extend the duration of this Agreement, then prior to the expiration of this Agreement, the parties shall negotiate in good faith to agree upon the terms of such extension. To be valid and effective, any such extension must be documented in a written amendment to this Agreement, executed by both Parties.
17. **Assignments.** The City may not transfer, convey, sell, or assign any of its rights or duties under this Agreement without prior written consent of District, which consent may be withheld in the District's sole and absolute discretion. Any transfer, conveyance, sale, or assignment by the City without consent shall be deemed null and void.
18. **Notices.** All notices, correspondence, reports, or other written documents exchanged between the Parties under this Agreement must be addressed to the District or the City as set forth below or as the Parties may later designate in writing, and shall be sent through the United States mail, duly registered or certified, return receipt requested, with postage prepaid thereon, or by any other method providing positive proof of delivery, including email.

TO DISTRICT

Los Angeles County Sanitation Districts  
Attn: Chief Engineer and General Manager  
1955 Workman Mill Road  
Whittier, CA 90601

Email: reuse@lacsds.org

TO CITY

City of Pomona  
Attn: City Manager  
505 South Garey Avenue  
Pomona, CA 91769

Email: \_\_\_\_\_

**19. General Provisions.**

- 19.1. Integration. This Agreement, together with its exhibits, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that no representation by either Party, which is not embodied in this Agreement, nor any other agreement, statement, or promise contained in this Agreement, shall be valid and binding.
- 19.2. Modification. Any modification of the Agreement shall be effective only if it is in writing and signed by all Parties.
- 19.3. Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of its provisions. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties, but instead in accordance with its fair meaning.
- 19.4. Choice of Law and Venue. This Agreement is governed by California law. Any legal action arising out of this Agreement must be brought in the Los Angeles County Superior Court, Central Division.
- 19.5. Attorneys' Fees. In the event of any legal proceeding arising from or related in any way to a breach of or an enforcement or interpretation of this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and court costs from the other Party.
- 19.6. Warranty of Authority. Each individual signing the Agreement warrants and represents that they have the full authority to execute the Agreement on behalf of the Party on whose behalf they so sign, that they are acting within the scope of such authority, and that this Agreement shall be binding upon and enforceable against the Party on whose behalf they so sign by virtue of such signature.

- 19.7. Counterparts. This Agreement may be executed in duplicate originals, one for each Party, each of which duplicate original shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 19.8. Chief Engineer's Authority. The Chief Engineer is delegated authority to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement and to approve and execute minor amendments including extensions to the terms of this Agreement.

*[Signature Page Immediately Follows]*

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

**CITY OF POMONA**

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By:

\_\_\_\_\_  
City Manager

By:

\_\_\_\_\_  
Chairperson, Board of Directors

ATTEST

ATTEST

By:

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

By:

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

APPROVED AS TO FORM

APPROVED AS TO FORM

By:

\_\_\_\_\_  
City Attorney

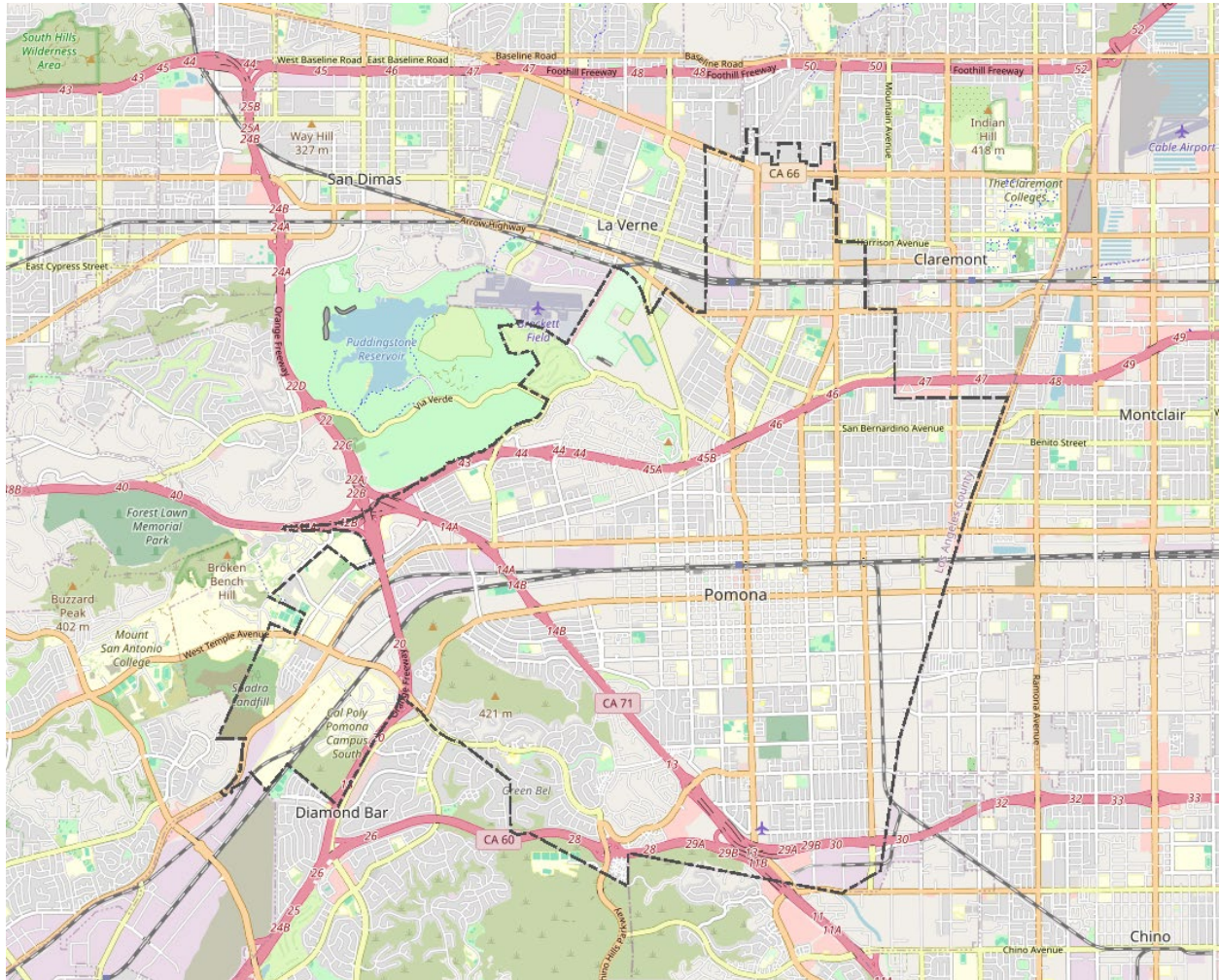
By:

\_\_\_\_\_  
District Counsel



# EXHIBIT A

## City of Pomona Service Area Map



**EXHIBIT B**

**District Recycled Water Ordinance**

**ORDINANCE PROVIDING FOR  
THE ESTABLISHMENT AND ENFORCEMENT OF REGULATIONS  
PURSUANT TO WATER RECYCLING REQUIREMENTS FOR  
RECYCLED WATER USERS**

The Board of Directors of County Sanitation District No. 2 of Los Angeles County (hereinafter "District") ordains as follows:

**1. AUTHORITY**

This Ordinance is enacted pursuant to authority contained in the County Sanitation District Act, California Health and Safety Code Sections 4700 *et seq.*, and exercises authority conferred by law including but not limited to Division 7, Chapter 7, Article 4, Sections 13520 *et seq.* of the Water Code.

**2. SHORT TITLE**

This Ordinance shall be known as the **Joint Outfall System Recycled Water Ordinance** and may be cited as such.

**3. PURPOSE**

The purpose of this Ordinance is to provide for the establishment and enforcement of regulations pertaining to the administration of waste discharge requirements ("WDRs") issued by the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), pursuant to Water Code Section 13263, water reclamation requirements ("WRRs") issued pursuant to Section 13523, or a master reclamation permit ("Master Permit") issued pursuant to Section 13523.1. This Ordinance will govern the use of recycled water in accordance with the Water Recycling Criteria established by the California Department of Health Services ("DHS") pursuant to Water Code Section 13521, and codified in Title 22, Division 4, Chapter 3 of the California Code of Regulations.

**4. FINDINGS AND DETERMINATIONS**

For over forty years, the County Sanitation Districts of Los Angeles County have owned and operated wastewater treatment plants capable of producing water that meets all requirements for recycled water, including but not limited to regulations and other directives issued by the DHS and the Regional Board.

No person may recycle water or use recycled water until a California Regional Water Quality Control Board either establishes WDRs, WRRs, or Master Permits (collectively, "Permits") or determines that no such Permits are necessary.<sup>1</sup> As the producer of recycled water, the District oversees the production and use of recycled water pursuant to Permits issued by the Regional Board.

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<sup>1</sup> California Water Code § 13524.

## 5. APPLICATION

This Ordinance shall apply to any and all Users to whom the District distributes recycled water, either directly or through an intermediate party, including Purveyors that act as such intermediate parties in delivering recycled water to Users.

## 6. DEFINITIONS

For purposes of this Ordinance, the following definitions shall apply to the following terms:

- a) **"Authorized Recycled Water Use Site"** is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the Regional Board.
- b) **"Chief Engineer"** is the Chief Engineer and General Manager of the District.
- c) **"Master Reclamation Permit"** contains requirements established by the Regional Board pursuant to Water Code Section 13523.1.
- d) **"Person"** is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
- e) **"Purveyor"** is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the District for distribution to Users.
- f) **"Recycled water"** is water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, and is therefore considered a valuable resource.
- g) **"Regulations"** are requirements established by the Chief Engineer that govern the design and construction of recycled water use facilities and the use of recycled water, in accordance with the Uniform Statewide Reclamation Criteria. These may also be called the District's *"Requirements for Recycled Water Users."*
- h) **"State Water Resources Control Board"** is an agency of the state of California created by the Legislature and exercising its powers pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 *et seq.*
- i) **"User"** is any person to whom the District distributes recycled water under the Permits issued to the District by the Regional Board, including end users to whom recycled water is conveyed through an intermediate party. User does not include persons who have been independently issued Permits from the Regional Board.
- j) **"User Agreement"** is a contractual agreement between the User and/or Purveyor and the District that establishes the conditions for recycled water service and use.
- k) **"Waste Discharge Requirements"** are requirements that are established by the Regional Board pursuant to Water Code Section 13263.
- l) **"Water Recycling Criteria"** are the criteria established by the DHS generally dealing with the levels of constituents of recycled water, and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the California Code of Regulations, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria."
- m) **"Water Recycling Requirements"** are requirements that are established by the Regional Board pursuant to Water Code section 13523.

**7. ADMINISTRATION**

The District shall administer this Ordinance so as to comply with the terms and conditions of Permits as issued by the Regional Board.

**8. REQUIREMENTS**

A. A User and/or Purveyor who receives the District's recycled water must comply with the terms of this Ordinance and with the following requirements:

- 1) Water Recycling Criteria, as established by the California Department of Health Services, Title 22, Division 4, Chapter 3 of the California Code of Regulations;
- 2) Requirements, rules, regulations, and/or restrictions established by the California State Water Resources Control Board;
- 3) Requirements, rules, regulations, and/or restrictions established by the Regional Board.
- 4) Permits issued by the Regional Board, which are incorporated herein and made a part hereof, to the extent that they are applicable to persons subject to this Ordinance;
- 5) Requirements, rules, regulations, and/or restrictions, pertaining to the quality of recycled water, adopted by any agency maintaining jurisdiction over any person subject to this Ordinance;
- 6) Regulations adopted by the Chief Engineer pursuant to Section 9 of this Ordinance.

A User and/or Purveyor must keep apprised of any changes to the foregoing requirements. A User and/or Purveyor must conform to any applicable changes to the requirements; a violation thereof is the User's and/or Purveyor's sole responsibility. A violation of any of the foregoing requirements will constitute a violation of this Ordinance.

B. A person seeking to operate a proposed Authorized Recycled Water Use Site ("Authorized Site"), and directly receive the District's recycled water, must comply with the following:

- 1) The person must file an application therefore with the District prior to using the recycled water. Persons who have already executed a User Agreement with the District are exempt from this requirement until such time as the Agreement is amended or revised.
- 2) The person must execute a User Agreement, which includes the District's terms and conditions for use of recycled water at the Authorized Site. Any violation of a User Agreement shall be a violation of this Ordinance and punishable as such. Any Person that has been a User for more than one year prior to the effective date of this Ordinance, and has otherwise been in conformance with all legal requirements and directives of the District, shall be exempt from this subparagraph (2) for a period of one year from said effective date.

A person seeking to operate a proposed Authorized Site, and receive the District's recycled water through a Purveyor, must file an application with the Purveyor prior to any delivery of recycled water. Such application shall not be effective until it has been approved by the District.

9. **ENFORCEMENT**

The Chief Engineer is granted authority to establish Regulations governing the use of recycled water as necessary, which shall be in accordance with existing law.

The Chief Engineer shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Chief Engineer may be delegated to persons acting in the beneficial interest of or in the employ of the District.

10. **VIOLATION**

A. Upon a written determination of the Chief Engineer that a violation of this Ordinance has occurred, such action shall constitute a basis for:

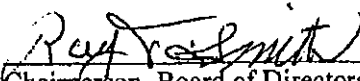
- 1) termination of any User Agreement
- 2) immediate cessation of recycled water delivery

B. The Chief Engineer shall adopt notice and hearing procedures to implement this section, which shall be consistent with the rights afforded by due process.

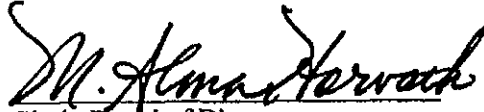
11. VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision does not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Directors declares that it would have adopted each provision of this Ordinance irrespective of the validity of any other provision.

PRO TEM


  
Chairperson, Board of Directors  
County Sanitation District  
No. 2 of Los Angeles County

ATTEST:

  
Clerk, Board of Directors  
County Sanitation District  
No. 2 of Los Angeles County

PASSED AND ADOPTED by the Board of Directors of County Sanitation District No. 2 of Los Angeles County on January 24, 2007, by the following vote:

- AYES: Directors Bello, Lee, Calhoun, Bayer, Reyes Uranga, Cardenas, Lopez-Reid, Lau, Lucra, Hofmeyer, E.A. "Pete" Ramirez, D. Gutierrez, DeWitt, Nordbak, Yaroslavsky, and Smith
- NOES: None
- ABSTAIN: None
- ABSENT: Directors Sham, Lyon, Aceituno, Ramos, and Malburg

  
Secretary of the Board of Directors  
County Sanitation District No. 2  
of Los Angeles County

**EXHIBIT C**

**Permit**



CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—  
LOS ANGELES REGION

107 SOUTH BROADWAY, SUITE 4027  
LOS ANGELES, CALIFORNIA 90012  
(213) 620-4460

4-17-81  
26-02-01-07/81  
35-04-01-07/81

87-01-01-07/81

1981 JUL 31 AM 11:02



JUL 30 1981

County Sanitation Districts of  
Los Angeles County  
P. O. Box 4998  
Whittier, CA 90607

ATTN: Mr. Walter E. Garrison  
Chief Engineer and General Manager

RE: Revised Water Reclamation Requirements  
(File Nos. 54-70, 61-30, 65-86, and 77-50)

1981 JUL -2 AM 9:18

Gentlemen:

Reference is made to our letters dated June 23, 1981, which transmitted drafts of tentative requirements for use of reclaimed water from the Pomona, Saugus, Valencia and San Jose Water Reclamation Plants.

Pursuant to Division 7 of the California Water Code, this California Regional Water Quality Control Board, at a public meeting held on July 27, 1981, reviewed these tentative requirements, considered all factors in the cases, and adopted the following Orders:

<u>Order No.</u>	<u>Reclamation Plant</u>	<u>File No.</u>	<u>Compliance File No.</u>
81-34	Pomona (District 21)	54-70	6241
81-35	Saugus (District 26)	61-30	6188
81-36	Valencia (District 32)	65-86	6186
81-33	San Jose Creek	77-50	6372

Also attached are copies of specifications for technical reports to be submitted by you. Your first monitoring reports are due by October 15, 1981. Please reference all technical and monitoring reports to their respective compliance file numbers. We would appreciate it if you would not combine other reports, such as progress or technical reports, with the monitoring reports but would submit each type of report as a separate document.

Very truly yours,

*Raymond M. Hertel*  
RAYMOND M. HERTEL  
Executive Officer

cc: See attached mailing list

Enclosures

*make any changes?  
w  
7-31-81*

*with*

*one  
7-31-81*

JUL 30 1981

cc: U. S. Army Corps of Engineers  
State Water Resources Control Board, Division of Technical Services  
ATTN: Walter Pettit  
Department of Water Resources  
Department of Fish and Game, Region 5  
Department of Health Services, Sanitary Engineering Section  
Los Angeles County Flood Control District  
Los Angeles County Engineer-Facilities, Sanitation Division  
State Water Resources Control Board, Office of Water Recycling  
ATTN: Mr. Kurt Wassermann  
State Water Resources Control Board, Division of Water Quality  
ATTN: Mr. Mike Sloss  
Bouquet Canyon Water Company (Saugus and Valencia only)  
County of Los Angeles, Department of Health Services  
San Gabriel Valley Municipal Water District (Pomona only)  
San Gabriel Valley Water Company (Pomona only)  
City of Pomona (Pomona only)  
United Water Conservation District (Saugus and Valencia only)  
Central and West Basin Water Replenishment District (San Jose Creek only)  
City of Whittier (San Jose Creek only)

State of California  
Resources Agency  
CALIFORNIA REGIONAL WATER QUALITY BOARD, LOS ANGELES REGION

ORDER NO. 81-34

WATER RECLAMATION REQUIREMENTS  
FOR  
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY  
(Pomona Water Reclamation Plant)  
(File No. 54-70)

The California Regional Water Quality Control, Los Angeles Region, finds;

1. County Sanitation Districts of Los Angeles County may reclaim water at its Pomona Water Reclamation Plant under requirements contained in Order No. 76-66, adopted by this Board on April 26, 1976.
2. County Sanitation Districts of Los Angeles County operates the Pomona Water Reclamation Plant, located at 295 South Roselawn Avenue, Pomona, California. The plant has a design capacity of 10 million gallons per day (mgd). The average 1979 plant flow and volume of reused water were 7.3 mgd and 2.0 mgd, respectively. All or a portion of the treated wastewater may be reused.
3. Treatment consists of primary sedimentation, activated sludge biological treatment, secondary sedimentation, filtration, chlorination and dechlorination. The sludge is piped to the County Sanitation Districts' Joint Water Pollution Control Plant in Carson for processing and disposal.
4. Currently, the reclaimed water is used for agriculture and landscape irrigation, fire protection, and paper manufacturing. The areas of reuse are within the San Gabriel Valley and Spadra Hydrologic Subunits.
5. The treated wastewater may also be discharged to San Jose Creek under separate waste discharge requirements and National Pollutant Discharge Elimination System permit (NPDES Permit No. CA0053619) adopted by this Board.
6. The Board adopted a revised Water Quality Control Plan for Los Angeles River Basin on November 27, 1978. The Plan contains water quality objectives for the San Gabriel Valley and Spadra Hydrologic Subunits. The requirements contained in this Order, as they are met, will be in conformance with the goals of the Water Quality Control Plan.

Revised 6/19/81  
February 4, 1981

7. The beneficial uses of the receiving groundwaters in San Gabriel Valley and Spadra Hydrologic Submit are: municipal, agricultural, industrial service and process supply.
8. Section 13523 of the California Water Code provides that a Regional Board, after consulting with and receiving the recommendations of the State Department of Health Services, and if it determines such action to be necessary to protect the public health, safety, or welfare, shall prescribe water reclamation requirements for uses of water which is used or proposed to be used as reclaimed wastewater. Section 13523 further provides that such requirements shall conform to the statewide reclamation criteria.
9. The use of reclaimed wastewater could affect the public health, safety, or welfare; requirements for such uses are therefore necessary in accordance with Section 13523 of the Water Code.
10. County Sanitation Districts of Los Angeles County prepared an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Pomona Water Reclamation Plant. The EIS/EIR discussed the impacts of the Pomona Water Reclamation Plant Filters and the reclaimed water on the environment. No significant adverse environmental impacts were identified in the EIS/EIR.

The Board has notified County Sanitation Districts of Los Angeles County and interested agencies and persons of its intent to prescribe water reclamation requirements, and has provided them with an opportunity to submit their written views and recommendations.

The Board in a public meeting heard and considered all comments pertaining to the reclamation and to the tentative requirements.

IT IS HEREBY ORDERED, that County Sanitation Districts of Los Angeles County shall comply with the following:

A. Reclaimed Water Limitations:

1. Reclaimed water shall be limited to treated municipal wastewater only, as proposed.
2. Reclaimed water shall not contain constituents in excess of the following limits:

<u>Constituent</u>	<u>Units</u>	<u>Limitations</u>	
		<u>30-day Average</u>	<u>Maximum</u>
Total Dissolved Solids	mg/l	-----	750
Chloride	mg/l	-----	150
Sulfate	mg/l	-----	300
Boron	mg/l	-----	1.0

3. The ph of reclaimed water shall at all times be within the range 6.0 to 9.0.
4. Reclaimed water shall not contain heavy metals, arsenic or cyanide in concentrations exceeding the limits contained in the current California Drinking Water Standards.
5. Radioactivity shall not exceed the limits specified in Title 22, Chapter 15, Article 5, Sections 64441 and 64443, California Administrative Code, or subsequent revisions.

#### B. Specifications for Use of Reclaimed Wastewater

1. Reclaimed water used for surface or spray irrigation of fodder, fiber, and seed crops shall have a level of quality no less than that of primary effluent.

Primary effluent is the effluent from a wastewater treatment process which provides removal of sewage solids so that it contains not more than 0.5 milliliter per liter per hour of settleable solids as determined by an approved laboratory method.

2. Reclaimed water used for the spray irrigation of food crops shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters and the number of coliform organisms does not exceed 23 per 100 milliliters in more than one sample within any 30-day period. The median value shall be determined from the bacteriological results of the last 7 days for which analyses have been completed.

An oxidized wastewater means wastewater in which the organic matter has been stabilized, is nonputrescible, and contains dissolved oxygen. For the purpose of these requirements, an oxidized wastewater shall be equivalent to secondary effluent with 30-day average BOD<sub>5</sub>20°C and suspended solids not exceeding 30 mg/l.

A filtered wastewater means an oxidized, coagulated, clarified wastewater which has been passed through natural undisturbed soils or filter media, such as sand or diatomaceous earth, so that the turbidity as determined by an approved laboratory method does not exceed an average operating turbidity of 2 turbidity units and does not exceed 5 turbidity units more than 5 percent of the time during any 24-hour period.

3. Reclaimed water used for surface irrigation of food crops shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed. Orchard and vineyards may be surface irrigated with reclaimed water that has the quality at least equivalent to that of primary effluent provided that no fruit is harvested that has come in contact with the irrigating water or the ground.
4. Exceptions to the quality requirements for reclaimed water used for irrigation of food crops may be considered on an individual case basis where the reclaimed water is to be used to irrigate a food crop which must undergo extensive commercial, physical or chemical processing sufficient to destroy pathogenic agents before it is suitable for human consumption.

5. Reclaimed water used for the irrigation of pasture to which milking cows or goats have access shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 23 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.
6. Reclaimed water used for the irrigation of golf courses, cemeteries, freeway landscapes, and landscapes in other areas where the public has similar access or exposure shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if the median number of coliform organisms in the effluent does not exceed 23 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed, and the number of coliform organisms does not exceed 240 per 100 milliliters in any two consecutive samples.
7. Reclaimed water used for the irrigation of parks, playgrounds, schoolyards, and other areas where the public has similar access or exposure shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater or a wastewater treated by a sequence of unit processes that will assure an equivalent degree of treatment and reliability. The wastewater shall be considered adequately disinfected if the median number of coliform organisms in the effluent does not exceed 2.2 per 100 milliliters as determined from the bacteriological results of the last 7 days for which analyses have been completed, and the number of coliform organisms does not exceed 23 per 100 milliliters in any sample.
8. Reclaimed water used for irrigation shall not be allowed to run off into recreational lakes unless it meets the criteria for such lakes.
9. Reclaimed water used as a source of supply in a nonrestricted recreational impoundment (a body of reclaimed water in which no limitations are imposed on body-contact water sport activities) shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters and the number of coliform organisms does not exceed 23 per 100 milliliters in more than one sample within any 30-day period. The median value shall be determined from the bacteriological results of the last 7 days for which analyses have been completed.
10. Reclaimed water used as a source of supply in a restricted recreational impoundment (a body of reclaimed water in which recreation is limited to fishing, boating, and other non-body-contact water recreation activities) shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.
11. Reclaimed water used as a source of supply in a landscape impoundment (a body of reclaimed water which is used for aesthetic enjoyment or which otherwise serves a function not intended to include public contact) shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 23 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.

12. Reclaimed wastewater directly used as industrial process water for paper pulp processing, metal finishing, industrial cooling, and soil compaction and dust control shall conform to the criteria for landscape impoundment as set forth in B-11.
13. Reclaimed water shall be retained on the areas of use and shall not be allowed to escape as surface flow except as provided for in a National Pollutant Discharge Elimination System permit. For the purpose of this requirement, however, minor amount of irrigation return water of secondary quality or better from peripheral areas shall not be considered a violation of this order provided the discharge meets the requirements contained in a National Pollutant Discharge Elimination System Permit for the discharge of effluent from this reclamation facility to surface waters.
14. Reclaimed water shall not be directly used for uses other than those enumerated above until requirements for these uses have been established by this Board in accordance with Section 13523 of the California Water Code, unless the Board waives such requirements or finds that the requirements contained herein are applicable to these uses.

#### C. General Requirements

1. The discharge of raw or inadequately treated sewage at any time is prohibited.
2. Reclaimed water shall not be used for irrigation during periods of rainfall and/or runoff. For the purpose of this requirements use of irrigation water which meets the requirements contained in a National Pollutant Discharge Elimination System Permit for the discharge of effluent from this reclamation facility to surface waters shall not be considered a violation of this Order.
3. Standby or emergency facilities and/or storage capacity or other means shall be provided so that in the event of plant upset or outage due to power failure or other cause, discharge of raw or other inadequately treated sewage does not occur or delivery of sub-standard reclaimed water is not made.
4. Reclaimed water shall not be sprayed in geologically unstable areas or so as to cause earth movement.
5. Adequate facilities shall be provided to protect the sewage treatment and reclamation facilities from damage by storm flows and runoff.
6. Adequate freeboard shall be maintained in reclaimed water storage pond(s) to ensure that direct rainfall will not cause overtopping.
7. Any offsite disposal of sewage or sludge shall be only at a legal point of disposal. For purposes of these requirements, a legal point of disposal is one for which requirements have been established by a California Regional Water Quality Control Board and which is in full compliance therewith. Any sewage or sludge handling shall be in a manner as to prevent its reaching surface waters or watercourses.

8. Neither treatment nor any use of reclaimed water shall cause pollution or nuisance.
9. The reclamation of wastes shall not result in problems due to breeding of mosquitos, gnats, midges, or other pests.
10. Reclaimed water shall not impart tastes, odors, color, foaming, or other objectionable characteristics to receiving groundwaters.
11. Reclaimed water which should affect receiving groundwaters shall not contain any substance in concentrations toxic to human, animal, or plant life.
12. Odors of waste origin shall not cause a nuisance.

#### D. Provisions

1. A copy of these specifications shall be maintained at the reclamation facility so as to be available at all times to operating personnel.
2. In the event of any change in control or ownership of land or waste treatment and reclamation facilities presently owned or controlled by the reclaimer, he shall notify this Board of such change and shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be forwarded to this Board.
3. The reclaimer shall file with the Board technical reports on self-monitoring performed according to the detailed specifications contained in any Monitoring and Reporting Programs as directed by the Executive Officer.
4. The reclaimer shall submit to the Board within three months from the date of adoption of this Order a report demonstrating compliance with requirements specified in Chapter 3, Division 4, Title 22, California Administrative Code.
5. The reclaimer shall notify this Board by telephone within 24 hours of any violation of reclaimed wastewater use conditions or any adverse conditions as a result of the use of reclaimed water from this facility; written confirmation shall follow within one (1) week.
6. The reclaimer shall notify Board staff by telephone immediately of any confirmed coliform counts that could cause a violation of the 7-day median limit, or that exceed the applicable maximum effluent limit, including the date(s) thereof. This information shall be confirmed in the next monitoring report; in addition, for any actual coliform limit violations that occurred, the report shall also include the reasons for the high coliform results, the steps taken to correct the problem (including dates thereof), and the steps being taken to prevent a recurrence.



7. Supervisors and operators of this publicly owned water reclamation plant shall possess a certificate of appropriate grade as specified in California Administrative Code, Title 23, Chapter 3, Division 14, Sections 2455 and 2460.
8. For any extension of the reclaimed water system the reclaimer shall submit a report detailing the extension for the approval of the Executive Officer. Following construction, as-built drawings shall be submitted to the Executive Officer for approval prior to use of reclaimed water.
9. The reclaimer shall be responsible to insure that all users of reclaimed wastewater from this facility comply with the specifications and requirements for such use.
10. Order No. 76-66, adopted by this Board on April 26, 1976, is hereby rescinded.

I, Raymond M. Hertel, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on July 27, 1981.

  
RAYMOND M. HERTEL, Executive Officer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION  
MONITORING AND REPORTING PROGRAM NO. 6241  
FOR  
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY  
(Pomona Water Reclamation Plant)  
(File No. 54-70)

County Sanitation Districts of Los Angeles County shall implement this monitoring program beginning August 1, 1981. Monitoring reports shall be submitted to the Board monthly by the 15th day of the second following month. The first monitoring report under this program is due by October 15, 1981.

Values obtained for the NPDES monitoring report during periods of discharge to surface waters may be reported here in lieu of duplicate testing, if representative. However, non-NPDES self-monitoring reports shall be submitted separately from the NPDES monitoring reports. Quarterly monitoring shall be performed during the months of February, May, August, and November. If no water was delivered for reuse on any day, the report shall so state.

Each monitoring report must affirm in writing that:

All analyses were conducted at a laboratory certified for such analyses by the State Department of Health Services and in accordance with current EPA guideline procedures, or as specified in the Monitoring Program.

For any analysis performed for which no procedure is specified in the EPA guidelines or in this Monitoring Program, the constituent or parameter analyzed and the method or procedure used must be specified in the report.

I. Reclaimed Water Monitoring

A sampling station shall be established where representative samples of reclaimed water can be obtained. Reclaimed water samples may be obtained at a single station provided that station is representative of the quality at all discharge points. Each sampling station shall be identified. The following shall constitute the reclaimed water monitoring program:

Name	Units	Type of Sample	Minimum Frequency of Analysis
Flow <sup>1/</sup>	mgd	continuous	-----
Total chlorine residual <sup>2/</sup>	mg/l	continuous	-----
Turbidity <sup>3/</sup>	NTU	continuous	-----
BOD <sub>5</sub> 20°C	mg/l	24-hour composite	weekly
Suspended solids	mg/l	24-hour composite	daily
pH	pH units	grab	daily
Settleable solids	ml/l	grab	daily
Coliform group <sup>4/</sup>	MPN/100ml	grab	daily
Total dissolved solids	mg/l	24-hour composite	monthly
Chloride	mg/l	24-hour composite	monthly
Sulfate	mg/l	24-hour composite	monthly
Boron	mg/l	24-hour composite	quarterly
Total nitrogen	mg/l	24-hour composite	monthly
Radioactivity	PCi/l	24-hour composite	quarterly

- 1/ The total volume reused each day shall be reported. In addition, the average daily quantity of reclaimed wastewater delivered to each user and his use(s) of the water shall also be reported.
- 2/ The maximum value recorded each day shall be reported.
- 3/ Required only for applications having a turbidity limit. The average value recorded each day and amount of time that 5NTU was exceeded each day shall be reported. Turbidity samples may be obtained anywhere in the treatment process subsequent to the filtration procedure.
- 4/ Samples shall be obtained at some point in the treatment process at a time when wastewater flow and characteristics are most demanding on the treatment facility and disinfection procedures. The location(s) of the sampling point(s) and any changes thereto must be approved by the Executive Officer, and proposed changes shall not be made until such approval has been granted. If reclaimed water is used for irrigation of golf courses, cemeteries, freeway landscapes, parks, playgrounds, schoolyards, or other areas where the public has similar access or exposure, samples shall be obtained subsequent to the chlorination procedure. Coliform values obtained must meet the

- 4/ the strictest requirements specified for all uses during periods of multiple use, unless separate coliform analyses are obtained at each particular point of use.

## II. Reclaimed Water Reporting

1. Within 30 days of adoption of this Order the County Sanitation Districts of Los Angeles County shall submit to this Board a technical report concerning the location and complete description of each existing and/or proposed coliform sampling station, together with data to support the conclusion that said station is representative of entire flow at that point in the treatment process.
2. County Sanitation Districts of Los Angeles County shall submit to the Board within three months from the date of adoption of this Order a report describing contingency plans to be implemented in the event the treated effluent does not meet reclaimed water requirements at any time.
3. Within 30 days after adoption of this Order, County Sanitation Districts of Los Angeles County shall submit to this Board a report which:
  - a. certifies that supervising and operating personnel at Pomona Water Reclamation Plant possess certificates of appropriate grade, as required; or
  - b. contains details and a reasonable time schedule for obtaining such certificates.
4. Each monitoring report shall include:
  - a. A statement that all reclaimed water was used only as specified, and for uses specified, in requirements during the month.
  - b. Approximate acreage receiving reclaimed water.
  - c. The results of the reclaimed water monitoring.
  - d. Records of operational problem, plant and equipment breakdowns, and diversions to emergency storage or disposal associated with violations, or potential violations, of water reclamation or monitoring requirements.
  - e. All corrective or preventive action taken.
  - f. Name and location of each user of reclaimed water and to what use(s) the reclaimed water is put; if there are no changes from the previous monitoring report, a statement to that effect shall suffice.

Monitoring and Reporting Program

File 54-70

5. The attached General Monitoring and Reporting Provisions shall be applicable to this Program.
6. If all or a portion of the water was not reclaimed during any month because of failure to meet requirements, the report shall so state and certify that the contingency plans, in accordance with Item II-2 of this Monitoring Program, were implemented.
7. If no water was delivered for reuse during the month, the report shall so state.

Ordered by Raymond M. Hertel  
EXECUTIVE OFFICER

JUL 27 1981

Date \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LOS ANGELES REGION  
GENERAL MONITORING AND REPORTING PROVISIONS

1. All sampling, sample preservation, and analyses shall be performed in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants", promulgated by the United States Environmental Protection Agency.
2. All chemical, bacteriological, and bioassay analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services.
3. Effluent samples shall be taken downstream of any addition to the treatment works and prior to mixing with the receiving waters.
4. The discharger shall calibrate and perform maintenance procedures on all monitoring instruments and equipment to ensure accuracy of measurements, or shall ensure that both activities will be conducted.
5. A grab sample is defined as an individual sample collected in fewer than 15 minutes.
6. A composite sample is defined as a combination of no fewer than eight individual samples obtained over the specified sampling period. The volume of each individual sample is proportional to the discharge flow rate at the time of sampling. The sampling period shall equal the discharge period, or 24 hours, whichever period is shorter.
7. For every item where the requirements are not met, the discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.
8. By March 1 of each year, the discharger shall submit an annual report to the Board. The report shall contain both tabular and graphical summaries of the monitoring data obtained during the previous year. In addition, the discharger shall discuss the compliance record and the corrective actions taken or planned which may be needed to bring the discharge into full compliance with the waste discharge requirements.
9. The discharger shall maintain all sampling and analytical results, including strip charts; date, exact place, and time of sampling; date analyses were performed; analyst's name, analytical techniques used; and results of all analyses. Such records shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge or when requested by the Board.

10. In reporting the monitoring data, the discharger shall arrange the data in tabular form so that the data, the constituents, and the concentrations are readily discernible. The data shall be summarized to demonstrate compliance with waste discharge requirements and, where applicable, shall include results of receiving water observations.
11. Monitoring reports shall be signed by:
  - a. In the case of corporations, by a principal executive officer at least of the level of vice-president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge originates;
  - b. In the case of a partnership, by a general partner;
  - c. In the case of a sole proprietorship, by the proprietor;
  - d. In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
12. Each report shall contain the following completed declaration:

"I declare under penalty of perjury that the foregoing is true and correct.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

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

\_\_\_\_\_  
(Title)"

13. The discharger shall mail a copy of each monitoring report to the following:

California Regional Water Quality  
Control Board - Los Angeles Region  
107 South Broadway, Room 4027  
Los Angeles, CA 90012

ATTN: Executive Officer

14. If no flow occurred (or no waste was deposited) during the reporting period, the report shall so state.
15. These records and reports are public documents and shall be made available for inspection during business hours at the office of the California Regional Water Quality Control Board, Los Angeles Region. Records or reports which might disclose trade secrets, etc., may be excluded from this provision as provided in Section 13267 (b) of the Porter-Cologne Water Quality Control Act, if requested.

**EXHIBIT D**

**Recycled Water Pricing Policy**



**ORDINANCE PRESCRIBING RATES FOR RECYCLED WATER PRODUCED BY OR THROUGH THE JOINT OUTFALL SYSTEM AND PROVIDING FOR THE COLLECTION OF SUCH CHARGES.**

**ON BEHALF OF THE JOINT OUTFALL SYSTEM, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY ORDAINS AS FOLLOWS:**

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- Section 1.1 - Short Title
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- Section 1.3 - Authority
- Section 1.4 - Additional Revenue
- Section 1.5 - Administration
- Section 1.6 - Validity
- Section 1.7 - Reserved
- Section 1.8 - Effective Date

**PART 2 – DEFINITIONS**

- Section 2.1 - Board of Directors
- Section 2.2 - Chief engineer
- Section 2.3 - District
- Section 2.4 - Districts
- Section 2.5 - Fiscal Year
- Section 2.6 - Joint Outfall Agreement
- Section 2.7 - Notice of Charges
- Section 2.8 - Prime Interest Rate
- Section 2.9 - Recycled Water Rate
- Section 2.10 - Recycled Water Charges
- Section 2.11 - Recycled Water Rate Ordinance
- Section 2.12 - Tertiary-Treated Recycled Water
- Section 2.13 - User
- Section 2.14 - Water Reclamation Plants

**PART 3 – CHARGES**

- Section 3.1 - Pricing Policy
- Section 3.2 - Imposition of Charges
- Section 3.3 - Calculation of the Recycled Water Charge

Section 3.4 - Determination of the Recycled Water Rate

**PART 4 – COLLECTION OF RECYCLED WATER CHARGES**

Section 4.1 - Collection and payment of Recycled Water Charge

Section 4.2 - Penalty and Interest Charges for Delinquent Recycled Water Charges

Section 4.3 - Manner of Payment

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**PART 1 – GENERAL PROVISIONS**

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**SECTION 1.1 - SHORT TITLE**

This Ordinance will be known as the *Joint Outfall System Master Recycled Water Rate Ordinance* and may be cited as such.

**SECTION 1.2 - PURPOSE**

The purpose of this Ordinance is to impose charges for the use of Tertiary-Treated Recycled Water produced by the Water Reclamation Plants and to provide for collection of these charges.

**SECTION 1.3 - AUTHORITY**

The Districts are empowered to prescribe, revise, and collect fees, tolls, rates, rentals, or other charges for services and facilities furnished by it and to collect such charges pursuant to California Health and Safety Code Sections 4744 and 5471.

**SECTION 1.4 - ADDITIONAL REVENUE**

The revenue provided for by this Ordinance will be in addition to all revenue otherwise collected by or on behalf of the District, including, but not limited to, ad valorem taxes, federal and state grants and loans, bond revenue, contract revenue, investment income, annexation fees, connection fees, service charges, and industrial wastewater surcharges imposed under the Wastewater Ordinance.

**SECTION 1.5 - ADMINISTRATION**

The Chief Engineer will administer, implement, and enforce the provisions of this Ordinance.

**SECTION 1.6 - VALIDITY**

If any court holds any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance to be illegal, invalid, or unconstitutional for any reason, that decision will not affect the legality, validity, or constitutionality of the remainder of this Ordinance. The Board of Directors declares that it would have adopted each provision of this Ordinance irrespective of the validity of any other provision.

**SECTION 1.7 - RESERVED**

**SECTION 1.8 - EFFECTIVE DATE**

This Ordinance becomes effective 30 days after its adoption.

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## **PART 2 – DEFINITIONS**

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This Ordinance will be construed according to the following definitions:

### **SECTION 2.1 - BOARD OF DIRECTORS**

Board of Directors means the Board of Directors of County Sanitation District No. 2 of Los Angeles County.

### **SECTION 2.2 - CHIEF ENGINEER**

Chief Engineer means the Chief Engineer and General Manager of County Sanitation District No. 2 of Los Angeles County or their designee.

### **SECTION 2.3 - DISTRICT**

District means County Sanitation District No. 2 of Los Angeles County.

### **SECTION 2.4 - DISTRICTS**

Districts means the collective parties' signatory to the most recently adopted Joint Outfall Agreement and forming the Joint Outfall System (JOS).

### **SECTION 2.5 - FISCAL YEAR**

Fiscal year means the 12-month period beginning on July 1 and ending on June 30 of the following calendar year.

### **SECTION 2.6 - JOINT OUTFALL AGREEMENT**

Joint Outfall Agreement means the *Joint Outfall Agreement* effective July 1, 2022, and as thereafter amended.

### **SECTION 2.7 - NOTICE OF CHARGES**

Notice of charges means a written statement prepared by the Chief Engineer setting forth all charges, including any penalty and interest, incurred pursuant to this Ordinance.

### **SECTION 2.8 - PRIME INTEREST RATE**

Prime interest rate means the base rate on corporate loans posted by at least 75 percent of the nation's thirty largest banks as published in *The Wall Street Journal* or, if not reported in such newspaper, as reported in such other source as may be selected by the Chief Engineer.

### **SECTION 2.9 - RECYCLED WATER RATE**

Recycled Water Rate means the calculated rate as defined in Section 3.4 of this Ordinance.

### **SECTION 2.10 - RECYCLED WATER CHARGES**

Recycled Water Charges means the calculated charges as defined in Section 3.3 of this Ordinance.

## SECTION 2.11 - RECYCLED WATER RATE ORDINANCE

Recycled Water Rate Ordinance means the most recent version of *An Ordinance Prescribing Recycled Water Rates for the Joint Outfall System*.

## SECTION 2.12 - TERTIARY-TREATED RECYCLED WATER

Tertiary-Treated Recycled Water means recycled water produced from any of the Water Reclamation Plants as defined in Section 2.14.

## SECTION 2.13 - USER

User means any person or entity who has voluntarily entered into a contract to receive Tertiary-Treated Recycled Water from the Districts for purposes other than direct or indirect potable reuse.

## SECTION 2.14 - WATER RECLAMATION PLANTS

Water Reclamation Plants means the Long Beach, Los Coyotes, Pomona, San Jose Creek, and Whittier Narrows Water Reclamation Plants.

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## **PART 3 – CHARGES**

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### SECTION 3.1 - PRICING POLICY

The Districts, by this Ordinance, intend to establish a fair and equitable price for the sale of recycled water. Tertiary-Treated Recycled Water Users save costs by purchasing recycled water at a price that is generally less than alternative water supplies, and Districts' ratepayers save money because revenues from recycled water sales are used to offset the charges for wastewater treatment.

### SECTION 3.2 - IMPOSITION OF CHARGES

Use of Tertiary-Treated Recycled Water from the Water Reclamation Plants is voluntary and restricted to Users who have elected to enter into a contract to receive Tertiary-Treated Recycled Water from the Districts. Any User of Tertiary-Treated Recycled Water shall comply with the terms of their contract including the payment of Recycled Water Charges as defined in each contract.

### SECTION 3.3 - CALCULATION OF THE RECYCLED WATER CHARGE

The Recycled Water Charge will be based on use and will equal the product of the recycled water rate (as determined in Section 3.4) and the total recycled water used during each fiscal year as determined in accordance with each User's recycled water contract.

### SECTION 3.4 - DETERMINATION OF THE RECYCLED WATER RATE

The Recycled Water Rate will be determined in the following manner:

- (1) The Chief Engineer will first determine unit cost for operation and maintenance of the Water Reclamation Plants by taking the total operation and maintenance costs of producing Tertiary-Treated Recycled Water from the Water Reclamation Plants and dividing those total costs by the number of acre-feet of treated effluent produced from the Water Reclamation Plants. (“**Unit Cost**”)

- (2) Next the Chief Engineer will determine the recycled water rate percentage. This percentage represents a discount on the full Unit Cost to encourage use of Tertiary-Treated Recycled Water in recognition of the additional costs incurred by Users attributed to the use of Recycled Water compared to potable water and, as of the effective date of this Ordinance, is set at 30 percent. (“**Recycled Water Rate Percentage**”)
- (3) The Recycled Water Rate will be the Unit Cost from (1) above multiplied by the Recycled Water Rate Percentage from (2) above.

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## **PART 4 – COLLECTION OF RECYCLED WATER CHARGES**

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### SECTION 4.1 - COLLECTION AND PAYMENT OF RECYCLED WATER CHARGE

Recycled Water Charges payable by Users are due upon service of notice of charges. The Recycled Water Charges shall be paid to the District either in person at the Joint Administration Office of the Los Angeles County Sanitation Districts, located at 1955 Workman Mill Road, Whittier, California, by mailing the appropriate payment to the Los Angeles County Sanitation Districts, P.O. Box 4998, Whittier, California 90607-4998 or using any other approved method.

### SECTION 4.2 - PENALTY AND INTEREST CHARGES FOR DELINQUENT RECYCLED WATER CHARGES

Unpaid charges shall become delinquent 45 days after mailing or personal service of notice of charges. A basic penalty charge of 10 percent of any unpaid amount shall be added to any charge that becomes delinquent. Additional penalties and interest will accrue on the total of all delinquent charges and the basic penalty at three percent over the Prime Interest Rate in effect at the beginning of fiscal year during which the charges were initially due, not to exceed the maximum allowed by law.

### SECTION 4.3 - MANNER OF PAYMENT

The Chief Engineer shall determine the manner in which Recycled Water Charges may be paid. If a manner of payment requires the Districts to pay a transaction fee, the User shall pay the transaction fee to the Districts as an additional charge.

ATTEST:

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Clerk, Board of Directors  
County Sanitation District No. 2  
of Los Angeles County

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Chairperson, Board of Directors  
County Sanitation District No. 2  
of Los Angeles County

PASSED AND ADOPTED by the Board of Directors of County Sanitation District No. 2 of Los Angeles County on December 13, 2023 by the following vote:

AYES: Directors Taj, Saleh, Barcena, Koops, Barrows, Argumedo, Sharif, McOsker, Torres, Lutz, Ding, Avalos, Merlo, Solis and Warner

NOES: None

ABSTAIN: None

ABSENT: Directors Maza, Frometa, Richardson, Sanchez, Valencia, and Aguayo

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Secretary of the Board of Directors  
County Sanitation District No. 2  
of Los Angeles County

**EXHIBIT E**

**District's Requirements for Recycled Water Users**

**Requirements for Recycled Water Users  
County Sanitation Districts of Los Angeles County  
Joint Outfall System and Santa Clarita Valley Sanitation District**

**Introduction**

These Requirements for Recycled Water Users (Requirements) establish regulations pertaining to the administration of waste discharge requirements (WDRs) issued to the County Sanitation Districts of Los Angeles County (Districts) pursuant to California Water Code (Water Code) section 13263, water reclamation requirements (WRRs) issued pursuant to section 13523, or master reclamation permits (Master Permits) issued pursuant to section 13523.1 by the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB). The Requirements are in conformance with Ordinances adopted by County Sanitation District No. 2 of Los Angeles County for the Joint Outfall System<sup>1</sup> (District No. 2), and by the Santa Clarita Valley Sanitation District of Los Angeles County (Santa Clarita Valley District).

**Background**

The California Water Code (Water Code) section 13523.1(a) authorizes the issuance of Master Permits to suppliers or distributors, or both, of recycled water in lieu of issuing individual water reclamation requirements to each recycled water user. Water Code section 13523.1(b) sets forth the requirements for Master Permits issued by the Regional Water Quality Control Boards (RWQCBs), including a condition that the permittee establish and enforce rules or regulations for recycled water users, governing the design and construction of recycled water use facilities and the use of recycled water, in accordance with the uniform statewide recycling criteria established pursuant to Water Code section 13521.

Master Permits have been adopted by the LARWQCB for the following Districts' Water Reclamation Plants (WRPs): Long Beach WRP (Order No. 97-07206), Los Coyotes WRP (Order No. 97-07204), Whittier Narrows WRP (Order No. 97-07208), San Jose Creek WRP (Order No. 97-07207), Pomona WRP (Order No. 97-07201), Saugus WRP (Order No. 97-07202), and Valencia Water WRP (Order No. 97-07205). Should the LARWQCB issue individual WDRs or WRRs to the Districts for the use of tertiary recycled water for non-potable reuse applications, it is the Districts' intent that the Requirements established herein will apply to those uses. These Requirements may be updated, as necessary, to comply with revisions to these Permits or applicable laws and regulations.

**Findings**

The Requirements are in conformance with the following:

- Provisions established by the WDRs, WRRs, or Master Permits issued by the LARWQCB to the Districts.
- Applicable portions of the California Water Code, including Water Code section 13523.1.
- Applicable portions of the California Health and Safety Code.

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<sup>1</sup> Ownership and operation of the Joint Outfall System is proportionally shared among the signatory parties to the amended Joint Outfall Agreement effective July 1, 1995. These parties include County Sanitation Districts of Los Angeles County Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, and 34, and South Bay Cities Sanitation District of Los Angeles County.



- California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, Uniform Statewide Reclamation Criteria.
- CCR, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Article 1 & 2.
- Regulations established by the County of Los Angeles Department of Public Health (LACDPH) or any other applicable local health department for the use of recycled water.

The Requirements are consistent with the following:

- The *Guidelines for the Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*, California Department of Public Health (CDPH).
- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada Section, *Guidelines for Distribution of Non-Potable Water* and *Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water* or alternate measures that are acceptable to CDPH.
- Relevant user manuals such as the Los Angeles County Recycled Water Advisory Committee's, 2005, *Recycled Water User Manual*.
- Relevant guidance issued by LACDPH for the use of recycled water.

The effective date of the Requirements is July 1, 2008.

## **Requirements For Recycled Water Users**

### **1. Definitions that Apply to these Requirements.**

- 1.1. Authorized Recycled Water Use Site (Site) is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the LARWQCB to the Districts.
- 1.2. Direct User is any person to whom the Districts directly distributes recycled water under the Permits issued to the Districts by the LARWQCB.
- 1.3. Dual Plumbed System or Dual Plumbed means a system that utilizes separate piping systems for recycled water and potable water within a facility and where the recycled water is used to serve plumbing outlets (excluding fire suppression systems) within a building or to serve outdoor landscape irrigation at individual residences.
- 1.4. Incidental Runoff is any small amount of recycled water that leaves the Site as a result of over-spray or leakage from sprinklers, over watering, breaks in lines, or overflow of impoundments that contain recycled water during storms.
- 1.5. Master Reclamation Permit (Master Permit) contains requirements established for the Districts by the LARWQCB pursuant to Water Code section 13523.1.
- 1.6. Permit means any LARWQCB issued WDR, WRR, or Master Permit.
- 1.7. Person is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
- 1.8. Purveyor is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the Districts for distribution to Users.
- 1.9. Recycled water is water produced by a municipal water reclamation facility that is suitable for a beneficial use.
- 1.10. User is any person to whom the Districts distribute recycled water under the Permits issued to the Districts by the LARWQCB, including end users to whom recycled water is

conveyed through an intermediate party. User does not include persons who have been independently issued Permits by the LARWQCB.

- 1.11. User Agreement is a contractual agreement between the User and/or Purveyor and the Districts that establishes the conditions for recycled water service and use.
- 1.12. Waste Discharge Requirements (WDRs) are requirements established for the Districts by the LARWQCB pursuant to Water Code section 13263.
- 1.13. Water Recycling Criteria are the criteria established by CDPH generally dealing with the levels of constituents in recycled water and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the CCR, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria".
- 1.14. Water Recycling Requirements (WRRs) are requirements established for the Districts by the LARWQCB pursuant to Water Code section 13523.

## **2. Applicability.**

- 2.1. Unless otherwise stated, these Requirements shall apply to any and all Users to whom the Districts distribute tertiary recycled water, either directly or through an intermediate party. These Requirements shall also apply to Purveyors that act as intermediate parties in delivering recycled water to Users. User does not include persons who have been independently issued Permits by the LARWQCB.
- 2.2. These Requirements do not apply to the Districts, when the Districts are both the Purveyor and/or the User, receiving WDRs or WRRs issued by the LARWQCB for the use of tertiary recycled water.

## **3. General Requirements.**

- 3.1. Use of recycled water must comply with all applicable state laws, regulations, Districts' Permits, and any amendments thereto, the Ordinances, and these Requirements.

## **4. General Prohibitions.**

- 4.1. Use of recycled water for any purposes other than those explicitly approved in the effective User Agreement is strictly prohibited.
- 4.2. The User shall insure that the treatment, storage, distribution, and use of recycled water shall not create a nuisance as defined in Water Code section 13050(m).
- 4.3. The User shall not discharge recycled water from treatment facilities, irrigation holding tanks, storage ponds, or other containment, other than for permitted reuse, except in accordance with other LARWQCB issued Permits, contingency plans authorized by the LARWQCB, or for an approved discharge to a municipal sewage treatment system.

## **5. Process to Obtain Permission to Use Recycled Water.**

- 5.1. Except as provided by the Ordinances, any Direct User or Purveyor who wishes to receive recycled water produced by the Districts must enter into a User Agreement with District No. 2 or Santa Clarita Valley District depending on the location of the reuse project before the use of recycled water can begin. The User Agreement shall include the Districts' terms and conditions for the use of recycled water.

- 5.2. Any User who wishes to directly receive recycled water produced by the Districts (Direct User) must file a User Application Form (Application) with the Districts and receive approval in writing from the Districts before the use of recycled water can begin.
  - 5.2.1. Any Direct User that utilizes recycled water on or before the effective date of these Requirements for an authorized use at a Site is exempt from filing an Application for that site until such time as:
    - 5.2.1.1. The Direct User receives a written request from the Districts.
    - 5.2.1.2. The Direct User intends to modify the existing use, add a new authorized use, or make modifications to the Site. In this case, the Direct User must file an Application with the Districts and receive approval before the use of recycled water can begin for that use and Site.
    - 5.2.1.3. A Direct User that is exempt from filing an Application must provide documentation to the Districts that the Site Supervisor has received training and must submit to the Districts an Emergency Cross-Connection Response Plan.
  - 5.2.2. Any Direct User that intends to utilize recycled water after the effective date of these Requirements for an authorized use at a Site must file an Application with the Districts and receive approval before the use of recycled water can begin for that use and Site.
- 5.3. Any Purveyor with a User who wishes to receive recycled water produced by the Districts through that Purveyor must file an Application with the Districts and receive approval in writing from the Districts before the use of recycled water can begin.
  - 5.3.1. Any Purveyor with a User that utilizes recycled water on or before the effective date of these Requirements for an authorized use at a Site is exempt from filing an Application for that site until such time as:
    - 5.3.1.1. The Purveyor or User receives a written request from the Districts.
    - 5.3.1.2. The Purveyor or User intends to modify the existing use, add a new authorized use, or make modifications to the Site. In this case, the Purveyor must file an Application with the Districts and receive approval before the use of recycled water can begin for that use and Site.
    - 5.3.1.3. A Purveyor that is exempt from filing an Application must provide documentation to the Districts that the Site Supervisor for each site has received training and must submit to the Districts an Emergency Cross-Connection Response Plan for each site.
  - 5.3.2. Any Purveyor with a User that intends to utilize recycled water after the effective date of these Requirements for an authorized use at a Site must file an Application with the Districts and receive approval before the use of recycled water can begin for that use and Site.
- 5.4. The Application filed by the Direct User or Purveyor shall include:
  - 5.4.1. A detailed description of the proposed Site with: (a) a map showing the specific boundaries of the proposed Site; (b) the name of the person designated as the Site Supervisor and contact information; (c) evidence that the Site Supervisor has received appropriate training from the Districts or an equivalent training program or the date by which training will occur prior to delivery of recycled water such that the Site is operated and maintained in compliance with applicable laws and regulations,

the Districts' Permits, and these Requirements; and (d) the specific use to be made of the recycled water at each Site.

- 5.4.2. Plans and specifications describing: (a) proposed piping systems to be used; (b) pipe locations for both recycled water and potable water systems; (c) type and location of the outlets and plumbing fixtures that will be accessible to the public; and (d) the methods and devices to be used to prevent backflow of recycled water into the potable water system.
- 5.4.3. Emergency Cross-Connection Response Plan in accordance with the guidelines established by LACDPH or local health department or the date by which the Emergency Cross-Connection Response Plan will be submitted prior to delivery of recycled water.

## **6. Operational Requirements.**

- 6.1. Each User shall designate a Site Supervisor who is responsible for the recycled water system at Site(s) under the User's control. Specific responsibilities of the Site Supervisor include the proper installation, operation, and maintenance of the recycled water system; compliance with the Districts' Permits, applicable laws and regulations, local health department guidelines, and these Requirements; prevention of potential hazards; coordination with the cross-connection control program in accordance with CCR, Title 17 and LACDPH or local health department guidelines; and preservation of the recycled water system in "as-built" form.
- 6.2. The Site Supervisor shall receive appropriate training to assure proper operation of recycled water facilities, worker protection, and compliance with all applicable laws and regulations, the Districts' Permits, and these Requirements.
- 6.3. The Site Supervisor shall instruct any person at the Site involved with the use of recycled water on its proper use and precautions.
- 6.4. All recycled water facilities and control systems shall be maintained in good working order and operated as efficiently as possible to achieve compliance with all applicable laws and regulations, the Districts' Permits, and these Requirements.
- 6.5. Except as allowed under CCR, Title 17, section 7604, no physical connection shall be made nor shall a connection be allowed to exist between any recycled water system and potable water system.
- 6.6. A cross-connection test shall be performed as necessary to ensure the absolute separation of the recycled water system and potable water system, in accordance with the requirements of LACDPH or local health department.
  - 6.6.1. A cross-connection test shall be performed following any significant modifications to the recycled water system or potable water system, construction of new buildings, or any activity that may impact, or has impacted these systems.
  - 6.6.2. An initial cross-connection test shall be performed to determine if there are any unknown connections between potable piping and existing piping to be used for recycled water prior to construction of retrofit work.
  - 6.6.3. Prior to connection with the recycled water system, a final cross-connection test shall be performed to verify that construction of retrofit work was performed correctly.
  - 6.6.4. For dual plumbed systems, prior to the initial operation and annually thereafter, the dual plumbed system within each facility and Site shall be inspected for possible cross-connections with the potable water system.

- 6.6.4.1. The recycled water system shall be tested for possible cross-connections at least once every four (4) years.
    - 6.6.4.2. Cross-connection inspection and testing of dual plumbed systems shall be reported pursuant to Section 9.4.
  - 6.6.5. Cross-connection testing shall be performed by a specialist who has been certified by AWWA or a group with equivalent certification requirements.
- 6.7. The potable water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of CCR, Title 17, section 7602, Subdivision (a) and CCR, Title 17, section 7603, Subdivision (a), and that such connection has been approved by CDPH and/or its delegated local agency.
- 6.8. Any backflow prevention device installed to protect the potable water system shall be annually inspected and maintained in accordance with CCR, Title 17, section 7605.
  - 6.8.1. Backflow inspections shall be conducted by a person who has demonstrated competency in testing to the User, Purveyor, and/or LACDPH or local health department.
- 6.9. Hose bibbs shall not be used in the recycled water system, except in the recycled water system for Sites for which there is restricted public access. Quick couplers that are different from that used on the potable water system may be used in place of hose bibbs.
- 6.10. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively marked with purple tape in accordance with Health and Safety Code section 116815 and LACDPH or local health department requirements.
- 6.11. All Sites shall be designed and operated to prevent direct human consumption of recycled water or use of recycled water for processing of food or drink intended for human consumption.
  - 6.11.1. Where recycled water could potentially be accessed for human consumption, conspicuous signs shall be posted that include the wording "RECYCLED WATER – DO NOT DRINK".
    - 6.11.1.1. Each sign shall display an international symbol similar to that shown in CCR, Title 22, section 60310, Subdivision (g), Figure 60310-A.
    - 6.11.1.2. The sign(s) shall be of a size easily readable by the public (no less than 4 inches high by 8 inches wide).
    - 6.11.1.3. The prescribed wording included on the sign(s) should be translated into Spanish and any other appropriate languages.
- 6.12. Sites shall be designed and operated to prevent water spray, mist, or surface flow from leaving the Site or reaching: (a) any perennial surface waters located adjacent to the Site; (b) dwellings, designated outdoor eating area, or food handling facilities; or (c) drinking fountains unless specifically protected with a shielding device.
- 6.13. The application of recycled water shall be discontinued during precipitation events that are of sufficient magnitude to generate surface flow or significant ponding within the Site.

- 6.14. Irrigation with recycled water shall occur during periods of minimal human use of the irrigated area and timing of irrigation shall allow an adequate dry-out time of the irrigated area before use by the public.
- 6.15. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any domestic water supply well.
- 6.16. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any uncovered reservoir or stream currently used as a source of domestic water.
- 6.17. Impoundment of disinfected tertiary recycled water shall not occur within 100 feet of any domestic water supply well.
- 6.18. All recycled water impoundments shall be adequately protected from erosion, washout, and flooding from a 24-hour rainfall event having a predicted frequency of once in 100 years.
- 6.19. Any storage facility or impoundment containing recycled water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct, and control future occurrences.
- 6.20. Recycled water shall be applied at such a rate and volume as not to exceed vegetative demand and soil moisture conditions.
- 6.21. Nitrogen fertilizer shall only be applied to the Site if levels of nitrogen in the recycled water are not sufficient for plant growth.
- 6.22. Vehicles used for distributing recycled water for soil compaction and dust control or other uses shall have an adequate tank and plumbing system to ensure that leaks and ruptures will not occur in the course of normal use.
  - 6.22.1. Control valves shall be provided and configured such that recycled water can be applied on the Site in a controlled fashion and completely retained during transit to all other Sites.
  - 6.22.2. Spray heads or nozzles shall be provided and configured such that the recycled water is applied on the Site to prevent runoff, ponding, or windblown spray conditions.
  - 6.22.3. Each tank shall be equipped with an approved air-gap separation between the filler tube and the tank to prevent back-siphonage.
  - 6.22.4. Each tank used to store and/or transport recycled water must be flushed and disinfected prior to storage and/or transport of potable water or recycled water of better quality.
  - 6.22.5. The vehicle shall be clearly labeled in accordance with Section 6.11.1.

## **7. Site Inspections and Site Access.**

- 7.1. The Purveyor shall conduct periodic site inspections and prepare a report for each site inspection pursuant to Section 9.5.
  - 7.1.1. Site inspections must be conducted at a minimum once every three (3) years per site or more frequently at the request of the Districts.

7.1.2. In the event of identification of violation(s) during site inspections, notification shall be provided pursuant to Section 9.6 and corrective actions must be taken pursuant to Section 8.1.

7.2. The User shall allow an authorized representative of the following agencies the right to enter, inspect the Site, and conduct testing upon presentation of proper credentials: the Districts, LARWQCB, CDPH, and LACDPH or local health department.

7.3. In cooperation with the User and/or Purveyor, the Districts will make periodic inspections of the Site.

## **8. Corrective Action.**

8.1. The Site Supervisor must immediately initiate corrective action to eliminate violation of any applicable laws or regulations, the Districts' Permits, or these Requirements and make the appropriate notifications pursuant to Section 9.8.

8.1.1. Verification of corrective action must be made by the Purveyor or Direct User and reported to the Districts pursuant to Section 9.8.1.

8.2. In the event of contamination of a potable water system due to a cross-connection with the recycled water system, the Site Supervisor shall immediately invoke the Emergency Cross-Connection Response Plan and make the appropriate notifications pursuant to Section 9.1.

## **9. Notifications and Reporting.**

### Public Health

9.1. Upon being notified or determining that one of the following events has occurred, the Site Supervisor shall immediately notify the Districts by telephone, and CDPH, and LACDPH or the local health department, if applicable, by telephone or electronic means. Written confirmation must be provided to all agencies within three (3) business days from the date of notification.

9.1.1. There is a complaint (or other source of information) concerning recycled water use that may involve illness.

9.1.2. The potable water system has been contaminated due to a cross-connection with recycled water.

### Spills or Unauthorized Discharges

9.2. Upon being notified or determining that an unauthorized discharge of more than 50,000 gallons of tertiary recycled water has occurred, the Site Supervisor shall immediately notify the Districts by telephone, and the LARWQCB and LACDPH or the local health department, if applicable, by telephone or electronic means. Written confirmation must be provided to all agencies within three (3) business days from the date of notification.

9.2.1. Information provided shall include the date and time the spill began and ended, the location of the spill, if the spill entered a storm drain or receiving water, the estimated volume of the spill or flow if the spill is ongoing, the estimated time of repair, the cause of the spill, the agencies involved with repair and clean-up, and corrective actions taken or plans for corrective actions.

9.3. Upon being notified or determining that a spill or other release of recycled water from a Site, other than incidental runoff, has occurred, including, but not limited to, breaks in the recycled water irrigation or distributions systems, the Site Supervisor shall immediately

notify the Districts by telephone. Written confirmation must be provided within three (3) business days from the date of notification.

- 9.3.1. Information provided shall include the date/time the spill began and ended, the location of the spill, if the spill entered a storm drain or receiving water, the estimated volume or flow if the spill is ongoing, the estimated time of repair, cause of the spill, agencies involved with repair and clean-up, and corrective actions taken or plans for corrective actions.

#### Cross-Connection Testing

- 9.4. The Site Supervisor shall submit a written report documenting the result of the cross-connection inspections and tests conducted for dual-plumbed systems to CDPH within thirty (30) days following completion of the test.

#### Site Inspections

- 9.5. The site inspection report shall be signed and dated by the Site Supervisor and the inspector, and provided to the Districts within thirty (30) days following the end of the quarter in which the site inspection was conducted.
- 9.6. The inspector shall immediately notify the Site Supervisor of violation(s) identified during site inspections and what corrective actions must be taken.
- 9.7. The Purveyor or User shall notify the Districts by electronic means at least one (1) week prior to conducting a site inspection.

#### Noncompliance with Regulations

- 9.8. The Site Supervisor shall notify the Districts by telephone or electronic means upon knowledge of any noncompliance of applicable laws and regulations, the Districts' Permits, and these Requirements. Written confirmation shall be provided within three (3) business days from the date of notification.
  - 9.8.1. The Purveyor or Direct User shall provide written verification to the Districts within ninety (90) days from the date of knowledge of the violation that corrective actions have been made.

#### Miscellaneous

- 9.9. If someone other than the User is responsible for applying the recycled water (e.g., a truck hauler), then the User shall inform them of these Requirements in a written permit or other suitable manner.
- 9.10. The Site Supervisor is required to provide the Districts with an address and phone number(s) where he or she can be contacted at all times. The Site Supervisor is responsible for maintaining current pertinent information regarding the Site and Districts' contacts.
- 9.11. The Districts shall be notified in writing of any proposed changes in the individual designated as the Site Supervisor in writing.
- 9.12. The Districts shall be notified in writing of any planned modifications or additions to the recycled water system. Any proposed significant modifications or additions to the recycled water system shall be reviewed and approved by the Districts before being made.



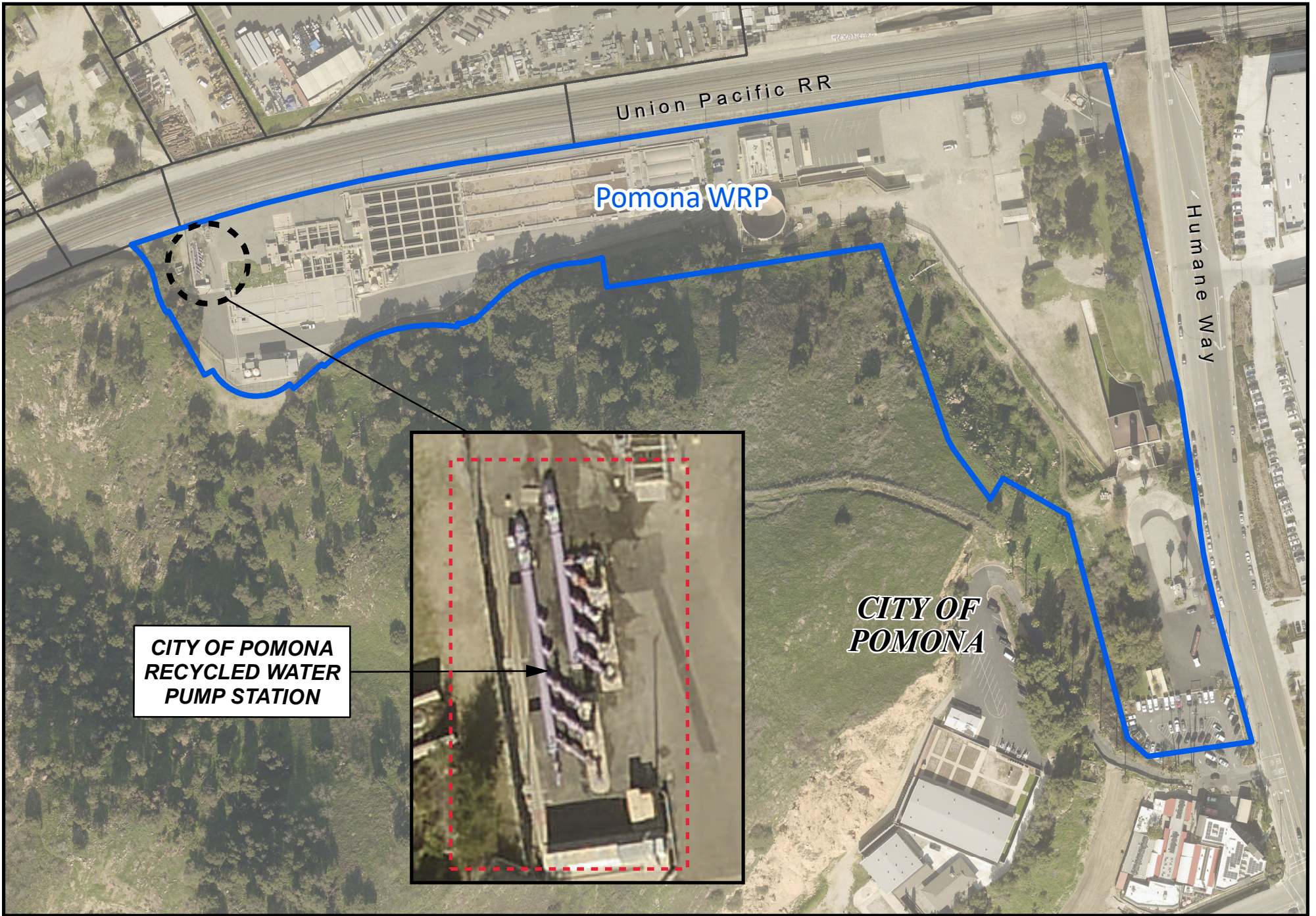
- 9.13. The User or Purveyor shall provide information as requested by the Districts in order for the Districts to comply with the Monitoring and Reporting Requirements issued by the LARWQCB.

#### **10. Record Keeping.**

- 10.1. Current as-built drawings and other design plans of the recycled water system and potable water system and any forms or reports as required by the Districts including, but not limited to, site inspection reports, cross-connection tests, etc. shall be maintained by the Site Supervisor or Purveyor.
- 10.2. A copy of these Requirements, the Emergency Cross-Connection Response Plan, and the Districts' Permits shall be maintained by the Site Supervisor so that they are available to operating personnel at all times.
- 10.3. For each Site, the Site Supervisor or Purveyor must keep operation and maintenance logs that are available to the Districts. The logs shall include information specified by the Districts in the approval letter, such as the monthly volumes of recycled water used at each Site and the dates of site inspections, and cross-connection and backflow prevention testing.

**EXHIBIT F**

**City of Pomona On-Site Facilities**



Union Pacific RR

Pomona WRP

Humane Way

*CITY OF  
POMONA*

**CITY OF POMONA  
RECYCLED WATER  
PUMP STATION**

# EXHIBIT F

**EXHIBIT G**

**Application for Recycled Water Use**



Date:	Site/Project Name:
Site Location (address, city):	
Type of site or development:	
Proposed use of recycled water (e.g., irrigation, dust control, street sweeping, etc.):	
Area of recycled water use (in acres or square feet):	
Requested recycled water service start date:	
Estimated water requirements (in acre-feet per year, gallons per day, etc.):	
Average peak demand (in gallons per minute):	
Water purveyor:	
Recycled Water User:	
Contact:	
Title:	
Phone:	
Email:	
Site Supervisor:	
Title:	Phone:
Date of training:	Mobile phone:
Address:	Email:
Back-up contact:	
Title:	Phone:
Address:	Mobile phone:
	Email:

Please include the following items with this application:		
1	Plan Check approval from local health department (e.g., L.A. County, Long Beach City, etc.).	<input type="checkbox"/> included <input type="checkbox"/> n/a
2	A map showing the specific boundaries of the proposed Site(s). For irrigation sites, include the total area (in acres or square feet) to be irrigated with recycled water.	<input type="checkbox"/> included <input type="checkbox"/> n/a
3	Evidence that the Site Supervisor has received the appropriate and sufficient training (or the date when training will occur prior to delivery of recycled water).	<input type="checkbox"/> included <input type="checkbox"/> n/a Date:
4	Design plans and specifications that include the type and location of the outlets and plumbing fixtures that will be accessible to the public.	<input type="checkbox"/> included <input type="checkbox"/> n/a
5	The methods and devices to be used to prevent backflow of recycled water into the potable water system.	<input type="checkbox"/> included <input type="checkbox"/> n/a
6	A copy of the Emergency Cross-Connection Response Plan or the date by which it will be submitted (prior to delivery of recycled water).	<input type="checkbox"/> included <input type="checkbox"/> n/a Date:
7	A copy of a Recycled Water System Operation & Maintenance Manual or the date by which it will be submitted.	<input type="checkbox"/> included <input type="checkbox"/> n/a Date: