

**REMEDIAL PLAN ISSUED TO  
SANTA ANA WATERSHED PROJECT AUTHORITY  
BY THE ORANGE COUNTY SANITATION DISTRICT**

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This **REMEDIAL PLAN** is made by the **ORANGE COUNTY SANITATION DISTRICT**, hereinafter referred to as "OCSD", to be effective the \_\_\_\_th day of January 2013.

**WHEREAS**, SANTA ANA WATERSHED PROJECT AUTHORITY, hereinafter referred to as "SAWPA", is the agency responsible for developing and implementing long-range plans and projects for managing, preserving, and protecting the quality of water supplies in the Santa Ana River Watershed that has discharged wastewater into the Santa Ana River Interceptor (SARI) line within OCSD's jurisdiction pursuant to the 1996 Wastewater Treatment and Disposal Agreement (1996 Agreement) and to the 1991 Memorandum of Understanding (1991 MOU) between SAWPA and OCSD; and

**WHEREAS**, the 1991 MOU and the 1996 Agreement require SAWPA to meet certain quality criteria on wastewater strength and characteristics, as provided in OCSD's *Wastewater Discharge Regulations, Ordinance No. OCSD-39* (Ordinance), or successor thereto, and certain program requirements, such as implementing a Pretreatment Program; and

**WHEREAS**, in 2012 OCSD audited SAWPA and determined that SAWPA is not properly implementing its Pretreatment Program; and

**WHEREAS**, SAWPA has indicated that it will require some time to address all the deficiencies identified in the audit.

**NOW, THEREFORE**, SAWPA shall comply with the following:

**Section 1: Schedule of Compliance.** SAWPA shall take all steps necessary to address the audit findings in accordance with the following schedule (see also Attachment A):

<b>Requirement</b>	<b>Criteria to Complete Requirement(*)</b>	<b>Compliance Date</b>
1) SAWPA shall provide a response for each audit finding.	Pass Gate-1 Pass Gate-2	March 5, 2013
2) SAWPA shall submit a detailed plan, including a transition plan, how SAWPA will manage the Pretreatment Program excluding the Member Agencies. SAWPA shall establish sufficient Pretreatment Program oversight and provide a timeline and an initial organization chart for providing long-term staffing and consultants for ongoing and continuous management of the program.	Pass Gate-3 Pass Gate-4	June 28, 2013
3) SAWPA shall settle all agreement issues with OCSD.	Pass Gate-5 Pass Gate-6	September 13, 2013
4) SAWPA shall settle all conflict of interest issues.	Pass Gate-7 Pass Gate-8	September 13, 2013
5) SAWPA shall notify OCSD which Best Management Practices (BMPs) it will implement.	Pass Gate-9	June 28, 2013
6) SAWPA shall establish sufficient Pretreatment Program oversight and provide a timeline and a final organization chart for providing long-term staffing for ongoing and continuous management of the program.	Pass Gate-10 Pass Gate-11	September 30, 2013
7) SAWPA shall update its Pretreatment Policies and Procedures.	Pass Gate-12 Pass Gate-13	October 11, 2013
8) SAWPA shall issue new or revised permits in accordance with the updated Policies and Procedures. SAWPA shall identify the problem permits and submit a separate timeline for resolving these permits.	Pass Gate-14 Pass Gate-15	November 8, 2013
9) SAWPA shall obtain compliance with the Pretreatment Policies and Procedures.	Pass Gate-16 Pass Gate-17	November 30, 2013
10) SAWPA shall address data management issues.	Pass Gate-18 Pass Gate-19	December 18, 2013
11) SAWPA shall be in full compliance with all requirements.	Pass Gate-20 Pass Gate-21	January 17, 2014

12) SAWPA shall conduct monthly progress meetings.	Conduct all monthly progress meetings	Monthly, third Tuesday
13) SAWPA shall submit Quarterly Progress Reports.	Submit all Quarterly Progress Reports	20 <sup>th</sup> of the last month of each quarter
(*) All aforementioned Gates are dedicated meetings that shall be conducted, managed, and implemented. These Gate meetings shall be for the duration of SAWPA's Pretreatment Program development and implementation under this Remedial Plan. See Attachment-A for more details.		

If SAWPA wishes to extend any compliance date or make a material change to the Remedial Plan, SAWPA's Commission shall submit to OCSD's General Manager a written request explaining the reason for the change and detail the explicit request for change in the Remedial Plan. The OCSD General Manager shall approve or disapprove any such request within 15 working days of receipt. Review and acceptance by OCSD of SAWPA materials shall not constitute any approval of or agreement by OCSD that the actions taken will result in compliance with the requirements. SAWPA shall remain solely responsible for achieving compliance.

**Section 2: Extraordinary Cost.** SAWPA agrees to be responsible for payment of all reasonable costs incurred by OCSD for sampling, testing, administration, and enforcement procedures required during the term of this Remedial Plan that exceed the ordinary cost of routine sampling and inspection and/or any routine activities. Routine sampling and inspection shall be defined as sampling, inspection, and monitoring activities conducted by OCSD on or about those dates specified in Section 1 above, and once per month during the term of the Remedial Plan. Reasonable costs may include, but are not limited to, engineering, inspection, sampling, and legal costs that may be incurred to enforce the provisions of this Remedial Plan.

**Section 3: Force Majeure.** Whenever a day is set herein on which, or a period of time is set within which, SAWPA is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which SAWPA is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter, or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond SAWPA's reasonable control (financial inability excepted); provided, however, nothing contained in this Section shall excuse SAWPA from the prompt payment of any sum required herein to be paid by SAWPA.

**Section 4: Waiver.** The foregoing notwithstanding, nothing in this Remedial Plan shall affect SAWPA's obligation to comply with all other conditions and requirements of the 1991 MOU, the 1996 Agreement, and OCSD's Ordinance. Furthermore, nothing in this Remedial Plan shall affect OCSD's right to enforce all requirements and conditions of the 1991 MOU, the 1996 Agreement, and OCSD's Ordinance.

**Section 5: Confirmation of Pretreatment Program.** Once all gates have been completed, SAWPA shall submit notification to OCSD in writing that SAWPA believes that it has attained full compliance with all the requirements. OCSD will perform an audit to confirm that the pretreatment program is meeting all of the expected requirements. Before releasing SAWPA from the Remedial Plan, SAWPA must resolve any outstanding audit items before certification of compliance can be made to the OCSD Board of Directors.

**ORANGE COUNTY SANITATION DISTRICT**

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

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

James D. Ruth  
General Manager

DRAFT

## ATTACHMENT A – SAWPA Remedial Plan Life Cycle

Requirement 1	Requirement 2	Requirement 3	Requirement 4	Requirement 5	Requirement 6	Requirement 7	Requirement 8	Requirement 9	Requirement 10	Requirement 11	Requirement 12	Requirement 13								
SAWPA shall provide a response for each audit finding.	SAWPA shall submit a detailed plan, including a transition plan, how SAWPA will manage the Pretreatment Program excluding the Member Agencies. SAWPA shall establish sufficient Pretreatment Program oversight and provide a timeline and an initial organization chart for providing long-term staffing and consultants for ongoing and continuous management of the program.	SAWPA shall settle all agreement issues with OCSD.	SAWPA shall settle all conflict of interest issues.	SAWPA shall notify OCSD which Best Management Practices (BMPs) it will implement.	SAWPA shall establish sufficient Pretreatment Program oversight and provide a timeline and a final organization chart for providing long-term staffing for ongoing and continuous management of the program.	SAWPA shall update its Pretreatment Policies and Procedures.	SAWPA shall issue new or revised permits in accordance with the updated Policies and Procedures. SAWPA shall identify the problem permits and submit a separate timeline for resolving these permits.	SAWPA shall obtain compliance with the Pretreatment Policies and Procedures.	SAWPA shall address data management issues.	SAWPA shall be in full compliance with all requirements.	SAWPA shall conduct monthly progress meetings.	SAWPA shall submit Quarterly Progress Reports.								
Gate 1 10%	Gate 2 90%	Gate 3 10%	Gate 4 100%	Gate 5 10%	Gate 6 90%	Gate 7 10%	Gate 8 90%	Gate 9 10%	Gate 10 10%	Gate 11 90%	Gate 12 10%	Gate 13 90%	Gate 14 10%	Gate 15 90%	Gate 16 10%	Gate 17 90%	Gate 18 10%	Gate 19 90%	Gate 20 50%	Gate 21 100%

- All Gates are dedicated meetings that shall be conducted, managed, and implemented as detailed in the document entitled *SAWPA Remedial Plan Gate Process* previously issued by OCSD to SAWPA. The Gate meetings shall be for the duration of SAWPA's Pretreatment Program development and implementation under the Remedial Plan.
- Each Gate is a milestone where SAWPA must address significant issues before the Requirement can continue.
- At a Gate Review meeting, SAWPA conducts a formal project presentation to OCSD and other key stakeholders and gains OCSD's approval to go forward to the next gate. A successful Gate review provides SAWPA with OCSD's concurrence that the work performed to date is satisfactory, the risks are controlled, the scope is being addressed, the plans are sound, and the organization remains committed to the prescribed Requirements.
- SAWPA conducts each Gate Review as a separate meeting. For each Gate meeting SAWPA shall state in advance that it is ready to proceed. Each Gate meeting should be planned by SAWPA 1 to 2 weeks in advance with all required material provided by SAWPA for review by the attendees in advance to allow participants to review such material. The Gate meeting agenda shall include a statement of the current (original) status that reminds attendees what the Requirement must accomplish.
- Potential Gate outcomes are as follows:
  - The Requirement proceeds to the next gate, OR
  - The Requirement conditionally proceeds, and SAWPA must address some open items, OR
  - The Requirement is delayed or not met. In the event of this outcome, OCSD's General Manager will be notified, and further OCSD Board action may follow.