

AGENDA

**BOARD OF DIRECTORS
ORANGE COUNTY SANITATION DISTRICT**

**ADMINISTRATIVE OFFICE
10844 ELLIS AVENUE
FOUNTAIN VALLEY, CA 92708**

REGULAR MEETING

August 26, 2009 – 6:30 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE (La Palma – Mark Waldman)

ROLL CALL

PUBLIC COMMENTS

REPORTS: The Chair, General Manager and General Counsel may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- GM Report – Asset Management

1. Ratifying payment of claims of the District, by roll call vote, as follows:

| <u>ALL DISTRICTS</u> | <u>07/15/09</u> | <u>07/31/09</u> |
|----------------------|------------------|------------------|
| Totals | \$ 24,849,758.68 | \$ 49,658,154.98 |

DIRECTORS: Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving OCSD. This requires that you identify the contributor by name. Further, you may not participate in the decision making process to award a contract to such party. For reference, you are directed to the Register of Warrants as to all current contractors/vendors with OCSD. For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

CONSENT CALENDAR (2- 7)

Consideration of motion to approve all agenda items appearing on the Consent Calendar not specifically removed from same, as follows:

2. Approve the minutes for the regular meeting held on July 22, 2009, to be filed and deemed approved, as mailed.

3. a) Approve a Professional Consultant Services Agreement with Malcolm Pirnie, Inc. to provide construction support services for Replacement of the Rocky Point Pump Station, Contract No. 5-50, for an amount not to exceed \$897,650; and,

b) Approve a contingency of \$89,765 (10%).
4. a) Approve a Professional Consultant Services Agreement with Dudek, Inc. to provide construction support services for Bayside Drive Improvement, Contract No. 5-61, for an amount not to exceed \$149,781; and,

b) Approve a contingency of \$14,978 (10%).
5. a) Approve a budget increase of \$354,000 to Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for a total budget amount of \$11,246,000; and,

b) Approve a contingency increase of \$173,760 (3%) to the construction contract with Norman A. Olsson Construction, Inc., for Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for a total contingency of \$463,360 (8%).
6. a) Approve a sole source purchase order agreement with Putzmeister America, Inc., for maintenance service of the Plant 2 biosolids transfer and loading equipment, for an amount not to exceed \$320,000; and,

b) Approve a contingency of \$64,000 (20%).
7. Approve a Mutual Aid Membership Agreement with the California Water/Wastewater Agency Response Network, in a form approved by General Counsel.

STEERING COMMITTEE (8 - 9)

8. Order Steering Committee Minutes for the regular meeting held on July 22, 2009 to be filed.
9. a) Adopt Resolution No. OCSD 09-12, Approving an Amended and Restated Orange County Council of Governments (OCCOG) Joint Powers Agreement, in a form approved by General Counsel; and,

b) Approve annual membership dues to OCCOG in an amount not to exceed \$5,000 per year.

GWR SYSTEM STEERING COMMITTEE (10)

10. Approve Joint Groundwater Replenishment System Steering Committee minutes for the meeting held on June 8, 2009, to be filed.

NON-CONSENT CALENDAR (11 - 13)

11.
 - a) Approve Plans and Specifications for Replacement of the Rocky Point Pump Station, Contract No. 5-50, on file at the office of the Clerk of the Board;
 - b) Approve Addendum Nos. 1 and 2 to the plans and specifications;
 - c) Receive and file bid tabulation and recommendation;
 - d) Award a construction contract to Kiewit/Mass, a Joint Venture for Replacement of the Rocky Point Pump Station, Contract No. 5-50, for a total amount not to exceed \$8,383,000; and,
 - e) Approve a contingency of \$502,980 (6%).

12.
 - a) Approve Plans and Specifications for Bayside Drive Improvement, Contract No. 5-61, on file at the office of the Clerk of the Board;
 - b) Approve Addendum Nos. 1, 2, and 3 to the plans and specifications;
 - c) Receive and file bid tabulation and recommendation;
 - d) Award a construction contract to Colich & Sons, L.P., for Bayside Drive Improvement, Contract No. 5-61, for a total amount not to exceed \$1,400,000; and,
 - e) Approve a contingency of \$84,000 (6%).

13. Ordinance No. OCSD-39, an Ordinance of the Board of Directors of Orange County Sanitation District, Establishing Wastewater Discharge Regulations, Revising Article 1, Section 104, and Repealing Ordinance No. OCSD-37.
 - a. Motion to read Ordinance No. OCSD-39 by title only and waive reading of said entire ordinance.
 - b. Motion to introduce Ordinance No. OCSD-39, and pass to second reading and public hearing on September 23, 2009.

CLOSED SESSION (14)

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be

reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

Convene in closed session, if necessary

14. CONFERENCE WITH LEGAL COUNSEL RE. ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: One case resulting from Project P1-102

Reconvene in regular session

Consideration of action, if any, on matters considered in closed session

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY

ADJOURNMENT - The next Board of Directors regular meeting is scheduled for September 23, 2009, at 6:30 p.m.

Agenda Posting: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the Clerk of the Board, located at 10844 Ellis Avenue, Fountain Valley, California.

Items Not Posted: In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2(b) as an emergency item or because there is a need to take immediate action, which need came to the attention of the Board subsequent to the posting of agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Public Comments: Any member of the public may address the Board of Directors on specific agenda items or matters of general interest. As determined by the Chair, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three minutes.

Matters of interest addressed by a member of the public and not listed on this agenda cannot have action taken by the Board of Directors except as authorized by Section 54954.2(b). If you wish to speak, please complete a Speaker's Form (located at the table outside of the Board Room) and give it to the Clerk of the Board.

Consent Calendar: All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Director, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions, and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Members of the public who wish to remove an item from the Consent Calendar shall, upon recognition by the Chair, state their name, address and designate by number the item to be removed from the Consent Calendar.

The Chair will determine if any items are to be deleted from the Consent Calendar.

Items Continued: Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting per Government Code Section 54954.2(b)(3).

Meeting Adjournment: This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice in accordance with Government Code Section 54955 (posted within 24 hours).

Accommodations for the Disabled: The Board of Directors Meeting Room is wheelchair accessible. If you require any special disability related accommodations, please contact the Orange County Sanitation District Clerk of the Board's office at (714) 593-7130 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

NOTICE TO DIRECTORS: To place items on the agenda for the Regular Meeting of the Board of Directors, items shall be submitted to the Clerk of the Board no later than the close of business 14 days preceding the Board meeting. The Clerk of the Board shall include on the agenda all items submitted by Directors, the General Manager and General Counsel and all formal communications.

| | | | |
|--------------------------------------|---------------|----------------|--|
| General Manager | James D. Ruth | (714) 593-7110 | jruth@ocsd.com |
| Assistant General Manager | Bob Ghirelli | (714) 593-7400 | rghirelli@ocsd.com |
| Clerk of the Board | Penny Kyle | (714) 593-7130 | pkyle@ocsd.com |
| Director of Engineering | Jim Herberg | (714) 593-7300 | jherberg@ocsd.com |
| Director of Fin. & Admin Services | Lorenzo Tyner | (714) 593-7550 | ltynr@ocsd.com |
| Director of Operations & Maintenance | Nick Arhontes | (714) 593-7210 | narhontes@ocsd.com |
| Director of Technical Services | Ed Torres | (714) 593-7080 | etorres@ocsd.com |
| General Counsel | Brad Hogin | (714) 415-1006 | bhogin@wss-law.com |

BOARD OF DIRECTORS
AGENDA REPORT

| | |
|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 1 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

SUBJECT: PAYMENT OF CLAIMS OF THE ORANGE COUNTY SANITATION DISTRICT

GENERAL MANAGER'S RECOMMENDATION

Ratify Payment of Claims of the District by Roll Call Vote.

CONFLICT OF INTEREST NOTIFICATION

Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving the Orange County Sanitation District. Further, you may not participate in the decision making process to award a contract to such party.

For reference, you are directed to the Register of Warrants as to all current contractors/vendors with the District.

In general, you must disclose the basis of the conflict by identifying the name of the firm or individual who was the contributor.

For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

See attached listing.

ATTACHMENTS

1. Copies of Claims Paid reports from 07/01/09 - 07/15/09 and 07/16/09 - 07/31/09

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|------------|--|
| Accounts Payable Warrants | | | |
| A W Chesterton | 22343 | \$ 798.66 | Repair & Maintenance Services and/or Supplies |
| Able Scale Repair | 22558 | 800.00 | Repair & Maintenance Services and/or Supplies |
| Abrasive Engineering Tool & Equip. | 22344 | 104.90 | Repair & Maintenance Services and/or Supplies |
| Absolute Standards, Inc. | 22704 | 537.00 | Laboratory Services & Supplies |
| AECOM Technical Services, Inc. | 22330 | 45,628.35 | Professional Services/Engineering Design Services |
| AECOM Technical Services, Inc. | 22533 | 59,978.57 | Professional Services/Engineering Design Services |
| AECOM Technical Services, Inc. | 22705 | 15,312.83 | Professional Services/Engineering Design Services |
| Agilent Technologies, Inc. | 22559 | 615.92 | Laboratory Services & Supplies |
| Agilent Technologies, Inc. | 22706 | 1,540.29 | Laboratory Services & Supplies |
| Ago IndustriesDBA So-Cal Sweeping | 22560 | 760.00 | Street Sweeping Services |
| Air Liquide America Corp. | 22707 | 652.15 | Laboratory Services & Supplies |
| Air Products & Chemicals, Inc. | 22679 | 26,813.90 | Chemicals, Water/Wastewater Treatment |
| Airgas Safety, Inc. | 22345 | 5,577.08 | Safety, Security, Health Equipment, Supplies, and Services |
| Airgas Safety, Inc. | 22561 | 800.40 | Safety, Security, Health Equipment, Supplies, and Services |
| Airgas Safety, Inc. | 22708 | 17,140.08 | Safety, Security, Health Equipment, Supplies, and Services |
| Airgas West | 22709 | 11.10 | Laboratory Services & Supplies |
| AKM Consulting Engineers | 22710 | 11,658.00 | Professional Services/Dig Alert Associate Engineer |
| Alhambra Foundry Co., Ltd. | 22346 | 7,551.60 | Repair & Maintenance Services and/or Supplies |
| Alhambra Foundry Co., Ltd. | 22711 | 6,135.68 | Repair & Maintenance Services and/or Supplies |
| All American Asphalt | 22680 | 62,106.30 | Repair & Maintenance Services and/or Supplies |
| Alliant Insurance Services | 22534 | 36,390.00 | Insurance |
| Alliant Insurance Services | 22556 | 360,456.00 | Insurance |
| Alliant Insurance Services | 22681 | 481,181.00 | Insurance |
| Allied Packing & Rubber, Inc. | 22347 | 218.26 | Repair & Maintenance Services and/or Supplies |
| Allied Packing & Rubber, Inc. | 22562 | 231.29 | Repair & Maintenance Services and/or Supplies |
| Allied Packing & Rubber, Inc. | 22712 | 179.44 | Repair & Maintenance Services and/or Supplies |
| Amazing Tents & Events | 22530 | 3,215.00 | GWRs/OCSD Joint Event - Canopy |
| American Air Filter, Inc. | 22563 | 268.94 | Air Filters |
| American Airlines | 22564 | 1,886.43 | Transportation |
| American Express | 22682 | 28,921.44 | Purchasing Card Program for Miscellaneous Parts and Supplies |
| American Red Cross | 22348 | 1,000.00 | Professional Organizations Meeting/Training/Membership Dues |
| Amtech Elevator Services | 22565 | 1,400.00 | Miscellaneous Services |
| Ancon Marine | 22349 | 4,266.00 | Repair & Maintenance Services and/or Supplies |
| Applied Industrial Technology | 22350 | 168.29 | Repair & Maintenance Services and/or Supplies |
| Applied Industrial Technology | 22566 | 154.63 | Repair & Maintenance Services and/or Supplies |
| Archie Ivy, Inc. | 22567 | 2,863.00 | Facilities, Maintenance, Services & Supplies |
| ARS Enterprises, Inc. | 22713 | 2,699.04 | Laboratory Services & Supplies |
| ASIS International | 22351 | 1,170.00 | Professional Organizations Meeting/Training/Membership Dues |
| Askew Industrial Corp. | 22568 | 704.22 | Miscellaneous Parts and Supplies |
| Associated Production Music | 22714 | 100.00 | Professional Services - Video |
| AT & T | 22557 | 239.19 | Telecommunications |
| AT & T California/MCI | 22570 | 2,046.03 | Telecommunications |
| AT & T Long Distance. | 22571 | 1,189.49 | Telecommunications |
| AT & T Mobility II, L.L.C. | 22352 | 9,274.62 | Telecommunications |
| AT & T Universal Biller | 22569 | 10,998.44 | Telecommunications |
| AT & T Universal Biller | 22715 | 1,065.06 | Telecommunications |
| Atlas Underground, Inc. | 22331 | 29,977.66 | Repair & Maintenance Services and/or Supplies |
| Austin Bldg. and Design dba The Austin Company | 22572 | 2,875.58 | Laboratory Services & Supplies |
| Avi-Con, Inc., dba CA Construction | 22522 | 24,121.62 | Construction |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|------------|---|
| AWSI | 22353 | 317.00 | Professional Services - DOT Program Administration |
| AWSI | 22573 | 173.00 | Professional Services - DOT Program Administration |
| Barnes & Thornburg | 22354 | 10,500.00 | Federal Water Quality Coalition - Dues |
| Barnes Group, Inc. dba Assoc. Spring | 22716 | 176.38 | Repair & Maintenance Services and/or Supplies |
| Basic Chemical Solutions, L.L.C. | 22355 | 1,941.85 | Chemicals, Water/Wastewater Treatment |
| Basler Electric Company,dept 590 remit | 22356 | 2,283.68 | Instruments Parts & Supplies |
| Battery Specialties | 22717 | 300.15 | Batteries, Various |
| BC Wire Rope & Rigging | 22357 | 43.50 | Repair & Maintenance Services and/or Supplies |
| BC Wire Rope & Rigging | 22575 | 1,297.59 | Repair & Maintenance Services and/or Supplies |
| Beach Wire and Cable | 22718 | 199.02 | Computers, Software/Hardware |
| Bear Communications Inc | 22719 | 2,422.61 | Computer Hardware & Software |
| Bee Man Pest Control, Inc. | 22720 | 345.00 | Pest Control Services |
| Bennett Bowen Lighthouse | 22721 | 7.25 | Electrical/Electronic Equipment, Parts & Repairs |
| BioMerieux Vitek, Inc. | 22358 | 1,578.77 | Laboratory Services & Supplies |
| Black & Veatch Corporation | 22332 | 27,841.04 | Professional Services/Engineering Design Services |
| Black & Veatch Corporation | 22683 | 374,060.21 | Professional Services/Engineering Design Services |
| Black Box Corporation | 22722 | 724.48 | Computers, Software/Hardware |
| Blue Cross of California | 22535 | 524,411.99 | Employee Benefits |
| Bondlogistix L.L.C. | 22723 | 500.00 | Professional Financial Services |
| Brown & Caldwell | 22576 | 22,932.66 | Professional Services/Engineering Design Services |
| Brown & Caldwell | 22684 | 128,110.31 | Professional Services/Engineering Design Services |
| Burke Engineering Co. | 22577 | 807.13 | Electrical/Electronic Equipment, Parts & Repairs |
| Burlington Safety Laboratory of CA, Inc. | 22724 | 3,186.54 | Safety, Security, Health Equipment, Supplies, and Services |
| Bush & Associates, Inc. | 22578 | 19,864.00 | Professional Services/Surveying Services |
| Business & Legal Reports, Inc. | 22574 | 219.00 | Professional Organizations Meeting/Training/Membership Dues |
| Butier Engineering, Inc. | 22685 | 92,786.08 | Professional Services/Engineering Design Services |
| California Business Bank | 22876 | 10,036.30 | Construction, Retention |
| California Dept. of Child Support | 22360 | 1,734.90 | Judgments Payable |
| California Dept. of Child Support | 22725 | 1,734.90 | Judgments Payable |
| California Recreation Company | 22361 | 148.42 | Boat Slip Rental - Nerissa Ocean Monitoring Vessel |
| California Relocation Services, Inc. | 22362 | 135.00 | Miscellaneous Services - Moving/Relocation |
| California Relocation Services, Inc. | 22726 | 360.00 | Miscellaneous Services - Moving/Relocation |
| CALPELRA | 22579 | 685.00 | Professional Organizations, and Meeting/Training Registration |
| Caltrol, Inc. | 22363 | 3,809.67 | Electrical/Electronic Equipment, Parts & Repairs |
| Cambridge Isotope Labs | 22727 | 3,353.04 | Laboratory Services & Supplies |
| Cameron Compression Systems | 22728 | 153.89 | Repair & Maintenance Services and/or Supplies |
| Canh Q. Nguyen | 22526 | 1,240.53 | Meeting/Training Expense Reimbursement |
| Cardlock Fuel Systems, Inc. | 22729 | 19,846.63 | Fuel Card Professional Services |
| Career Track | 22364 | 299.00 | Registration |
| Carollo Engineers | 22580 | 12,866.39 | Professional Services/Engineering Design Services |
| Carollo Engineers | 22730 | 3,778.50 | Professional Services/Engineering Design Services |
| Carrier Sales & Distribution, L.L.C. | 22365 | 130.50 | Repair & Maintenance Services and/or Supplies |
| CASA | 22581 | 10,000.00 | Professional Organizations Meeting/Training/Membership |
| CASA | 22731 | 200.00 | Professional Organizations Meeting/Training/Memberships |
| Cavanaugh Machine Works | 22366 | 1,200.00 | Repair & Maintenance Services and/or Supplies |
| CEM Corporation - Remit to: | 22732 | 96.05 | Laboratory Services & Supplies |
| Cheryl Schiefelbein | 22879 | 122.00 | Meeting/Training Expense Reimbursement |
| Chet Frohlich Photography | 22367 | 5,279.50 | Professional Photography Services |
| Chris A. Stacklin | 22677 | 1,069.73 | Meeting/Training Expense Reimbursement |
| Circle, Inc. | 22368 | 8,523.82 | Copier Toner/Ink Supplies |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---------------------------------------|-------------|------------|---|
| Circle, Inc. | 22582 | 857.48 | Copier Toner/Ink Supplies |
| Circle, Inc. | 22733 | 949.22 | Copier Toner/Ink Supplies |
| City National Bank | 22699 | 281,158.00 | Construction, Retention |
| City of Garden Grove | 22369 | 331.41 | Water Use |
| City of Huntington Beach | 22415 | 15,436.75 | Water Use |
| City of Huntington Beach | 22770 | 11.29 | Water Use |
| City of Newport Beach | 22441 | 157.90 | Water Use |
| Clean Harbors Environmental Services | 22370 | 10,491.80 | Grit & Screenings; Hazard Waste Disposal |
| Cole-Parmer Instrument Co. | 22583 | 144.82 | Laboratory Services & Supplies |
| Columbia Analytical Services | 22584 | 600.00 | Laboratory Services & Supplies |
| Columbia Analytical Services | 22734 | 270.00 | Laboratory Services & Supplies |
| Compressor Components of California | 22585 | 16,856.25 | Repair & Maintenance Services and/or Supplies |
| Compressor Components of California | 22735 | 4,730.63 | Repair & Maintenance Services and/or Supplies |
| Condition Monitoring Solutions | 22736 | 2,002.46 | Electrical/Electronic Equipment, Parts & Repairs |
| Connell Chevrolet/GEO | 22371 | 896.87 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Consolidated Electrical Dist., Inc. | 22372 | 56.85 | Electrical/Electronic Equipment, Parts & Repairs |
| Consolidated Electrical Dist., Inc. | 22737 | 18.71 | Electrical/Electronic Equipment, Parts & Repairs |
| Consumers Pipe & Supply Co. | 22373 | 128.00 | Repair & Maintenance Services and/or Supplies |
| Consumers Pipe & Supply Co. | 22738 | 703.94 | Repair & Maintenance Services and/or Supplies |
| Controlled Motion Solutions | 22374 | 185.45 | Repair & Maintenance Services and/or Supplies |
| Controlled Motion Solutions | 22739 | 231.84 | Repair & Maintenance Services and/or Supplies |
| Corporate Business Interiors | 22375 | 209.35 | Furniture/Fixtures |
| Corporate Express | 22376 | 463.46 | Office Supplies |
| Corporate Image Maintenance, Inc. | 22536 | 48,170.00 | Janitor & Household Service & Supplies |
| County of Orange | 22359 | 1,075.65 | Repair & Maintenance Services and/or Supplies |
| County of Orange - Health Care Agency | 22377 | 16,222.50 | Governmental Agency Fees & Charges |
| County of Orange Auditor Controller | 22586 | 140.00 | Governmental Agency Fees & Charges |
| County of Orange Auditor Controller | 22587 | 472.50 | Governmental Agency Fees & Charges |
| Court Order | 22431 | 150.00 | Judgments Payable |
| Court Order | 22438 | 225.00 | Judgments Payable |
| Court Order | 22521 | 912.50 | Judgments Payable |
| Court Order | 22787 | 150.00 | Judgments Payable |
| Court Order | 22794 | 225.00 | Judgments Payable |
| Court Order | 22874 | 912.50 | Judgments Payable |
| Crane Veyor Corp. | 22378 | 4,214.96 | Repair & Maintenance Services and/or Supplies |
| CSAC Excess Insurance Authority | 22537 | 171,374.00 | Employee Assistance Program |
| CSAC Excess Insurance Authority | 22740 | 24,518.00 | Employee Assistance Program |
| CS-AMSCO | 22379 | 11,911.90 | Repair & Maintenance Services and/or Supplies |
| CS-AMSCO | 22686 | 39,524.17 | Repair & Maintenance Services and/or Supplies |
| CWEA Membership | 22380 | 396.00 | Professional Organizations Meeting/Training/Membership |
| David Rodriguez and Tiger Direct | 22531 | 2,000.00 | Employee Computer Loan Program |
| David's Tree Service | 22381 | 3,900.00 | Groundskeeping |
| Delta Dental | 22538 | 66,130.10 | Employee Benefits |
| Dennis Greenberger, Ph.D. | 22741 | 1,125.00 | Employee Medical Evaluations |
| Detector Technology | 22588 | 535.00 | Laboratory Services & Supplies |
| Dezurik Water Controls | 22742 | 11,169.72 | Repair & Maintenance Services and/or Supplies |
| DLT&V Systems Engineering, Inc. | 22382 | 4,955.86 | Computer Services |
| DLT&V Systems Engineering, Inc. | 22687 | 29,938.03 | Professional Services/Engineering Design Services |
| Douglas Kanis | 22877 | 250.00 | Meeting/Training Expense Reimbursement |
| Dudek & Associates, Inc. | 22589 | 4,092.00 | Professional Services/Engineering Design Services |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|------------|---|
| Dunn-Edwards Corporation | 22383 | 70.87 | Painting Services and Supplies |
| Dunn-Edwards Corporation | 22743 | 6.75 | Painting Services and Supplies |
| DWG Associates | 22744 | 4,562.50 | Professional Services |
| Eimco Water Technologies | 22384 | 3,523.58 | Repair & Maintenance Services and/or Supplies |
| Electro Numerics, Inc. | 22745 | 2,887.13 | Electrical/Electronic Equipment, Parts & Repairs |
| Electronic Balancing Co. | 22746 | 295.00 | Repair & Maintenance Services and/or Supplies |
| Eli Journals | 22590 | 77.00 | Books & Publications |
| Elmco Duddy, Inc. | 22747 | 913.75 | Repair & Maintenance Services and/or Supplies |
| EMEDCO | 22748 | 1,482.29 | Safety, Security, Health Equipment, Supplies, and Services |
| Employee Benefits Specialists, Inc. | 22385 | 10,928.44 | Reimbursed Prepaid Employee Medical & Dependent Care |
| Employee Benefits Specialists, Inc. | 22749 | 11,589.68 | Reimbursed Prepaid Employee Medical & Dependent Care |
| Enchanter, Inc. | 22591 | 3,800.00 | Vessel Services - Monitoring Vessel Nerissa |
| Enertech Environmental | 22539 | 674,116.54 | Biosolids Management |
| Enertech Environmental | 22688 | 353,803.14 | Biosolids Management |
| Engineering Remediation Resources | 22529 | 9,626.79 | Construction |
| Entech Design Inc | 22750 | 1,687.24 | Instrument Parts & Supplies |
| Entech Instruments, Inc. | 22386 | 248.30 | Laboratory Services & Supplies |
| Environmental Compliance Inspection Svce. | 22387 | 1,400.00 | Miscellaneous Services |
| Environmental Resource Associates | 22388 | 215.20 | Laboratory Services & Supplies |
| Environmental Water Solutions, Inc. | 22389 | 7,505.10 | Repair & Maintenance Services and/or Supplies |
| Ewing Irrigation | 22592 | 211.40 | Landscape Irrigation Parts & Supplies |
| Fedex Corporation | 22593 | 285.24 | Freight Services |
| Fedex Corporation | 22751 | 43.70 | Freight Services |
| First American Corelogic | 22390 | 340.00 | Annual On-Line Subscription |
| Fisher Scientific | 22391 | 1,916.49 | Laboratory Services & Supplies |
| Fisher Scientific | 22594 | 97.70 | Laboratory Services & Supplies |
| Fisher Scientific | 22752 | 8,265.42 | Laboratory Services & Supplies |
| Fleming Environmental, Inc. | 22595 | 607.26 | Repair & Maintenance Services and/or Supplies |
| Fleming Environmental, Inc. | 22753 | 163.20 | Repair & Maintenance Services and/or Supplies |
| Flo Systems, Inc. | 22393 | 700.00 | Repair & Maintenance Services and/or Supplies |
| Flomax Products, Inc. | 22394 | 6,826.00 | Electrical/Electronic Equipment, Parts & Repairs |
| FLW, Inc. | 22596 | 59.86 | Electrical/Electronic Equipment, Parts & Repairs |
| Fountain Valley Paints, Inc. | 22597 | 616.23 | Painting Services and Supplies |
| Fountain Valley Paints, Inc. | 22754 | 451.20 | Painting Services and Supplies |
| Franchise Tax Board | 22395 | 325.54 | Governmental Agency Fees & Charges |
| Franchise Tax Board | 22755 | 50.00 | Governmental Agency Fees & Charges |
| Franklin Covey | 22396 | 316.66 | Office Supplies |
| Franklin Covey | 22598 | 84.19 | Office Supplies |
| Frost Engineering Service Co. | 22756 | 1,371.26 | Electrical/Electronic Equipment, Parts & Repairs |
| Frys Electronics | 22397 | 106.53 | Computers, Software/Hardware |
| Ganahl Lumber Company | 22398 | 801.47 | Facilities, Maintenance, Services & Supplies |
| Garland Manufacturing Co. | 22399 | 10,903.11 | Repair & Maintenance Services and/or Supplies |
| Garratt Callahan Company | 22400 | 4,641.07 | Instruments Parts & Supplies |
| Gates Fiberglass Installers | 22757 | 1,817.50 | Repair & Maintenance Services and/or Supplies |
| GE Infrastructure Sensing | 22401 | 209.04 | Instruments Parts & Supplies |
| Geomatrix Consultants, Inc. | 22599 | 7,425.00 | Professional Services/Geotech & Material Testing |
| Getinge Castle | 22600 | 213.27 | Laboratory Services & Supplies |
| GHD, L.L.C. | 22758 | 7,625.00 | Professional Services/Engineering Design Services |
| Glens Alignment & Brake Service | 22402 | 365.00 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| GMR Transcription | 22601 | 2,375.70 | Professional Services - Transcription |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|------------|---|
| Golden Bell Products | 22759 | 9,537.00 | Miscellaneous Parts and Supplies |
| Golden State Overnight Delivery Service | 22403 | 87.74 | Courier Services |
| Golden State Water Company | 22404 | 102.08 | Water Use |
| Golden West Corp. | 22405 | 9,080.00 | Facilities, Maintenance, Services & Supplies |
| Golden West Corp. | 22602 | 5,495.00 | Facilities, Maintenance, Services & Supplies |
| Golden West Corp. | 22760 | 8,382.00 | Facilities, Maintenance, Services & Supplies |
| Golden West Machine, Inc. | 22603 | 3,045.00 | Repair & Maintenance Services and/or Supplies |
| Grainger, Inc. | 22406 | 1,053.46 | Repair & Maintenance Services and/or Supplies |
| Grainger, Inc. | 22604 | 96.79 | Repair & Maintenance Services and/or Supplies |
| Grainger, Inc. | 22761 | 6,743.01 | Repair & Maintenance Services and/or Supplies |
| Graybar Electric Company | 22407 | 2,752.06 | Electrical/Electronic Equipment, Parts & Repairs |
| Graybar Electric Company | 22762 | 184.88 | Electrical/Electronic Equipment, Parts & Repairs |
| Grundfos CBS, Inc. | 22605 | 5,419.89 | Repair & Maintenance Services and/or Supplies |
| GTE.NET, L.L.C. (Verizon Online) | 22763 | 99.99 | Telecommunications |
| Guarantee Records Management | 22764 | 585.86 | Professional Services - Document Storage & Shredding |
| Hach c/o Ponton Industries | 22408 | 9,965.75 | Laboratory Services & Supplies |
| Hach c/o Ponton Industries | 22606 | 149.71 | Laboratory Services & Supplies |
| Hach c/o Ponton Industries | 22765 | 2,933.40 | Laboratory Services & Supplies |
| Haldeman, Inc. | 22409 | 1,653.00 | Repair & Maintenance Services and/or Supplies |
| Hampton Tedder Technical Services | 22410 | 4,017.00 | Professional Services/Engineering Design Services |
| Harrington Industrial Plastics, Inc. | 22411 | 14,931.05 | Repair & Maintenance Services and/or Supplies |
| Harrington Industrial Plastics, Inc. | 22607 | 7,703.75 | Repair & Maintenance Services and/or Supplies |
| Harrington Industrial Plastics, Inc. | 22766 | 2,615.98 | Repair & Maintenance Services and/or Supplies |
| Hasler, Inc. | 22767 | 83.00 | Computer Applications & Services |
| HD Supply Waterworks, Ltd. | 22768 | 302.87 | Repair & Maintenance Services and/or Supplies |
| Health Science Associates | 22412 | 20,498.50 | Safety, Security, Health Equipment, Supplies, and Services |
| Hewlett Packard Company | 22608 | 12,734.62 | Computers, Software/Hardware |
| Hewlett-Packard Company | 22609 | 2,256.96 | Computer Applications & Services |
| Hill Brothers | 22333 | 123,486.27 | Chemicals, Water/Wastewater Treatment |
| Home Depot | 22413 | 1,471.42 | Miscellaneous Parts and Supplies |
| Home Depot | 22610 | 373.06 | Miscellaneous Parts and Supplies |
| Home Depot | 22769 | 32.59 | Miscellaneous Parts and Supplies |
| Hub Auto Supply | 22414 | 264.85 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Hub Auto Supply | 22611 | 289.98 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Hydrotex | 22416 | 2,908.21 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Igor Kim | 22675 | 250.00 | Meeting/Training Expense Reimbursement |
| Indiana Child Support Bureau | 22417 | 290.00 | Judgments Payable |
| Indiana Child Support Bureau | 22771 | 290.00 | Judgments Payable |
| Industrial Distribution Group | 22418 | 196.54 | Repair & Maintenance Services and/or Supplies |
| Industrial Distribution Group | 22772 | 285.96 | Repair & Maintenance Services and/or Supplies |
| Industrial Fabrics Corp. | 22773 | 8,273.70 | Repair & Maintenance Services and/or Supplies |
| Inland Litho | 22774 | 1,582.31 | Printing and Delivery Services |
| Inorganic Ventures, Inc. | 22775 | 159.43 | Laboratory Services & Supplies |
| Internal Revenue Service | 22419 | 125.00 | Governmental Agency Fees & Charges |
| Internal Revenue Service | 22776 | 125.00 | Governmental Agency Fees & Charges |
| International Business Machines | 22777 | 5,947.21 | Computer Applications & Services |
| Interstate Batteries of Cal Coast | 22420 | 1,022.85 | Batteries, Various |
| Intl. Union of Oper. Eng. AFL CIO Local 501 | 22421 | 4,820.89 | Dues Deductions |
| Intl. Union of Oper. Eng. AFL CIO Local 501 | 22778 | 4,820.89 | Dues Deductions |
| Irvine Ranch Water District | 22422 | 7.50 | Water Use |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|--------------|---|
| Irvine Ranch Water District | 22689 | 62,909.50 | Water Use |
| ISA | 22423 | 186.00 | Professional Organizations Meeting/Training/Membership Dues |
| J. F. Shea Construction, Inc. | 22551 | 6,259,111.91 | Construction |
| James E. Colston | 22524 | 378.42 | Meeting/Training Expense Reimbursement |
| Jamison Engineering Contractors, Inc. | 22424 | 13,155.00 | Professional Services/Engineering Design Services |
| Jamison Engineering Contractors, Inc. | 22612 | 8,200.02 | Professional Services/Engineering Design Services |
| Jamison Engineering Contractors, Inc. | 22779 | 21,926.66 | Repair & Maintenance Services and/or Supplies |
| Jays Catering | 22613 | 1,214.03 | Catering Services |
| JCI Jones Chemicals, Inc. | 22334 | 98,727.96 | Chemicals, Water/Wastewater Treatment |
| JCI Jones Chemicals, Inc. | 22540 | 67,273.95 | Chemicals, Water/Wastewater Treatment |
| JCI Jones Chemicals, Inc. | 22690 | 73,900.28 | Chemicals, Water/Wastewater Treatment |
| Johnstone Supply | 22425 | 284.72 | Repair & Maintenance Services and/or Supplies |
| Johnstone Supply | 22780 | 3,144.88 | Repair & Maintenance Services and/or Supplies |
| Joshua Casey Corporate Training | 22614 | 24,898.49 | Safety, Security, Health Equipment, Supplies, and Services |
| Joshua Casey Corporate Training | 22781 | 950.00 | Safety, Security, Health Equipment, Supplies, and Services |
| JWC Environmental | 22782 | 15,528.83 | Repair & Maintenance Services and/or Supplies |
| Kaiser Foundation Health Plan | 22541 | 95,426.47 | Employee Benefits |
| Kana Pipeline, Inc. | 22427 | 9,120.00 | Repair & Maintenance Services and/or Supplies |
| Kemira Water Solutions, Inc. | 22542 | 182,146.43 | Chemicals, Water/Wastewater Treatment |
| Ken Thompson, Inc. | 22700 | 190,689.64 | Construction |
| Kiesel Environmental Lab | 22783 | 150.00 | Laboratory Services & Supplies |
| L. Johnson Painting | 22784 | 3,845.00 | Painting Services and Supplies |
| Labware, Inc. | 22543 | 35,367.43 | Repair & Maintenance Services and/or Supplies |
| Lakes Environmental Software, Inc. | 22428 | 477.00 | Computer Applications & Services |
| Lance Soll and Lunghard | 22615 | 3,081.90 | Professional Services - Auditing |
| Layne T. Baroldi | 22523 | 408.99 | Meeting/Training Expense Reimbursement |
| Lee & Ro, Inc. | 22429 | 6,110.95 | Professional Services/Engineering Design Services |
| Lee & Ro, Inc. | 22616 | 3,486.42 | Professional Services/Engineering Design Services |
| Liberty Mutual Claims | 22544 | 75,322.42 | Insurance |
| Liberty Mutual Claims | 22785 | 4,367.55 | Insurance |
| Lion Technology, Inc. | 22786 | 998.00 | Professional Organizations Meeting/Training/Memberships |
| Long Beach Automotive Distrib., Inc. | 22430 | 263.59 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Los Angeles Federal Executive Board | 22788 | 2,905.00 | Professional Organizations Meeting/Training/Memberships |
| Lucci's Gourmet Foods, Inc. | 22432 | 382.50 | Catering Services |
| Lustre-Cal | 22433 | 433.13 | Office Supplies |
| Mainline Information Systems | 22789 | 5,164.00 | Computer Applications & Services |
| Maintenance Superintendents Association - MSA | 22617 | 125.00 | Professional Organizations Meeting/Training/Membership Dues |
| Maintenance Superintendents-MSA | 22790 | 50.00 | Professional Organizations Meeting/Training/Memberships |
| Malcolm Pirnie, Inc. | 22335 | 80,510.52 | Professional Services/Engineering Design Services |
| Malcolm Pirnie, Inc. | 22545 | 150,140.10 | Professional Services/Engineering Design Services |
| Malcolm Pirnie, Inc. | 22691 | 65,730.83 | Professional Services/Engineering Design Services |
| Marc A. Brown | 22674 | 154.00 | Meeting/Training Expense Reimbursement |
| MarcoPolo S. Velasco | 22880 | 1,734.86 | Meeting/Training Expense Reimbursement |
| Marine Technology Network Association | 22434 | 75.00 | Professional Organizations Meeting/Training/Membership Dues |
| Mark S. Roberts | 22878 | 127.00 | Meeting/Training Expense Reimbursement |
| Matt Chlor, Inc. | 22435 | 1,619.89 | Repair & Maintenance Services and/or Supplies |
| Matt Chlor, Inc. | 22618 | 4,001.44 | Repair & Maintenance Services and/or Supplies |
| Matthew P. Smith | 22527 | 250.00 | Meeting/Training Expense Reimbursement |
| Matthew P. Smith | 22676 | 49.88 | Meeting/Training Expense Reimbursement |
| Maxim Security Systems | 22619 | 510.00 | Safety, Security, Health Equipment, Supplies, and Services |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|--------------|---|
| McJunkin Red Man Corporation | 22436 | 663.38 | Repair & Maintenance Services and/or Supplies |
| McMaster-Carr Supply Co. | 22437 | 171.19 | Repair & Maintenance Services and/or Supplies |
| McMaster-Carr Supply Co. | 22620 | 854.17 | Repair & Maintenance Services and/or Supplies |
| McMaster-Carr Supply Co. | 22791 | 1,899.80 | Repair & Maintenance Services and/or Supplies |
| Michael D. White | 22882 | 762.08 | Meeting/Training Expense Reimbursement |
| Michael Von Winckelmann | 22528 | 1,616.94 | Meeting/Training Expense Reimbursement |
| Midway Mfg. & Machining Co. | 22621 | 10,728.03 | Repair & Maintenance Services and/or Supplies |
| Mission Abrasive & Janitorial Supplies | 22792 | 252.92 | Janitorial & Household Services & Supplies |
| Mladen Buntich Construction Company | 22701 | 2,530,422.00 | Construction |
| MO Bio Laboratories, Inc. | 22793 | 687.72 | Laboratory Services & Supplies |
| Morrow Meadows Corp. | 22552 | 463,280.31 | Construction |
| Municipal Water District of O.C. | 22439 | 802.00 | Governmental Agency Fees & Charges |
| MVA Architects | 22692 | 25,059.23 | Professional Services/Engineering Design Services |
| MWH Americas, Inc. | 22693 | 128,150.35 | Professional Services/Engineering Design Services |
| National Bond & Trust | 22440 | 1,914.95 | U.S. Savings Bonds Payroll Deductions |
| National Bond & Trust | 22795 | 1,914.95 | U.S. Savings Bonds Payroll Deductions |
| National Plant Service | 22796 | 2,200.00 | Repair & Maintenance Services and/or Supplies |
| National Technology Transfer, Inc. | 22622 | 8,995.00 | On-Site Training |
| Navigant Consulting, Inc. | 22797 | 12,780.00 | Professional Services/Engineering Design Services |
| Neal Supply Co. | 22623 | 5,391.55 | Repair & Maintenance Services and/or Supplies |
| Neal Supply Co. | 22798 | 1,844.42 | Repair & Maintenance Services and/or Supplies |
| Neutron Products, Inc. | 22624 | 9,467.78 | Chemicals, Water/Wastewater Treatment |
| Newark Electronics | 22799 | 32.15 | Electrical/Electronic Equipment, Parts & Repairs |
| Nextel Communications | 22800 | 194.95 | Telecommunications |
| Niagra Plumbing | 22442 | 901.16 | Repair & Maintenance Services and/or Supplies |
| Nickell Metal Spray | 22801 | 1,570.00 | Repair & Maintenance Services and/or Supplies |
| Ninyo & Moore | 22336 | 34,140.50 | Professional Services/Geotech & Material Testing |
| NORLAB | 22443 | 138.00 | Laboratory Services & Supplies |
| Norman A. Olsson Construction, Inc. | 22553 | 265,059.00 | Construction |
| Norman A. Olsson Construction, Inc. | 22702 | 592,268.40 | Construction |
| Northeast Laboratory Services, Inc. | 22444 | 1,688.50 | Laboratory Services & Supplies |
| Northwest Hydraulic Consultants, Inc. | 22445 | 6,752.20 | Professional Services/Engineering Design Services |
| NWRI National Water Research Institute | 22694 | 50,000.00 | Annual Research Membership |
| OCEA | 22446 | 639.36 | Dues Deductible |
| OCEA | 22802 | 639.36 | Dues Deductible |
| Office Depot | 22447 | 384.58 | Office Supplies |
| Office Depot | 22625 | 446.72 | Office Supplies |
| Office Depot | 22803 | 9.33 | Office Supplies |
| OfficeMax Contract, Inc./OM Workspace | 22626 | 1,109.59 | Purchase and Installation of Systems/Modular Furniture |
| OfficeMax Contract, Inc./OM Workspace | 22804 | 8,600.24 | Purchase and Installation of Systems/Modular Furniture & Lighting |
| Olin Corporation | 22627 | 16,138.25 | Chemicals, Water/Wastewater Treatment |
| Olympus America, Inc. | 22805 | 4,496.90 | Laboratory Services & Supplies |
| Omega Industrial Supply, Inc. | 22806 | 414.93 | Janitor & Household Service & Supplies |
| Onesource Distributors, Inc. | 22448 | 7,182.49 | Electrical/Electronic Equipment, Parts & Repairs |
| Onesource Distributors, Inc. | 22628 | 799.36 | Electrical/Electronic Equipment, Parts & Repairs |
| Onesource Distributors, Inc. | 22807 | 3,067.38 | Electrical/Electronic Equipment, Parts & Repairs |
| Orange Community Bank | 22554 | 29,451.00 | Construction, Retention |
| Orange Community Bank | 22703 | 65,807.60 | Construction, Retention |
| Orange County Sanitation District | 22808 | 1,459.61 | Petty Cash Expense |
| Orange County Tax Collector | 22449 | 76.42 | Governmental Agency Fees & Charges |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|------------|---|
| Orange County Tax Collector | 22809 | 98.33 | Governmental Agency Fees & Charges |
| Orange County United Way | 22450 | 60.00 | Employee Contributions |
| Orange County United Way | 22810 | 60.00 | Employee Contributions |
| Orange Fluid System Technologies, Inc. | 22451 | 497.83 | Repair & Maintenance Services and/or Supplies |
| Orange Fluid System Technologies, Inc. | 22629 | 1,413.40 | Repair & Maintenance Services and/or Supplies |
| Orange Fluid System Technologies, Inc. | 22811 | 1,661.61 | Repair & Maintenance Services and/or Supplies |
| Oxygen Service Company | 22452 | 743.78 | Laboratory Services & Supplies |
| Oxygen Service Company | 22630 | 593.65 | Laboratory Services & Supplies |
| Oxygen Service Company | 22812 | 1,426.54 | Laboratory Services & Supplies |
| Pacific Coast Environmental Conservancy | 22813 | 4,300.00 | Professional Services - Research & Monitoring |
| Pacific Investment Management | 22695 | 100,189.50 | Professional Financial Services |
| Pacific Mechanical Supply | 22453 | 188.28 | Repair & Maintenance Services and/or Supplies |
| Pacific Mechanical Supply | 22814 | 2,369.66 | Repair & Maintenance Services and/or Supplies |
| Packet Fusion, Inc. | 22454 | 388.59 | Telecommunications |
| Pamela A. Koester | 22426 | 217.00 | Meeting/Training Expense Reimbursement |
| Parker Supply Company | 22455 | 679.30 | Miscellaneous Parts and Supplies |
| Parker Supply Company | 22631 | 680.37 | Miscellaneous Parts and Supplies |
| Parkhouse Tire, Inc. | 22815 | 945.36 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Patriot Video Productions | 22456 | 96.55 | Miscellaneous Services |
| Peace Officers Council of CA | 22457 | 2,139.00 | Dues Deductions, Supervisors & Professionals |
| Peace Officers Council of CA | 22816 | 2,150.50 | Dues Deductions, Supervisors & Professionals |
| Peerless Wiping Materials Co. | 22458 | 799.53 | Janitor & Household Service & Supplies |
| Performance Pipeline Technologies | 22459 | 4,199.00 | Professional Services/Engineering Design Services |
| Performance Pipeline Technologies | 22632 | 9,995.00 | Professional Services/Engineering Design Services |
| PL Hawn Company, Inc. | 22460 | 354.38 | Repair & Maintenance Services and/or Supplies |
| PL Hawn Company, Inc. | 22817 | 2,104.38 | Repair & Maintenance Services and/or Supplies |
| Polydyne, Inc. | 22337 | 72,279.30 | Chemicals, Water/Wastewater Treatment |
| Polydyne, Inc. | 22546 | 29,227.18 | Chemicals, Water/Wastewater Treatment |
| Praxair, Inc. | 22462 | 317.31 | Laboratory Services & Supplies |
| Praxair, Inc. | 22633 | 99.56 | Laboratory Services & Supplies |
| Precon Products | 22463 | 566.04 | Repair & Maintenance Services and/or Supplies |
| Primary Source Office Furnishings, Inc. | 22464 | 2,949.30 | Minor Equipment/Furniture & Fixtures |
| Primrose Ice Co., Inc. | 22819 | 110.00 | Water & Ice Services |
| Priority Mailing Systems, L.L.C. | 22634 | 336.70 | Postage/Scale Machine - Maintenance/Software Update |
| Procure Work Injury Center | 22465 | 3,247.58 | Medical Services |
| Projectline Technical Services, Inc. | 22466 | 10,272.50 | Professional Services/Engineering Design Services |
| Propipe Professional Pipe Services | 22696 | 45,766.05 | Repair & Maintenance Services and/or Supplies |
| Prudential Overall Supply | 22467 | 1,581.47 | Uniforms |
| Prudential Overall Supply | 22635 | 1,583.47 | Uniforms |
| Putzmeister America, Inc. | 22547 | 29,311.09 | Repair & Maintenance Services and/or Supplies |
| Quickstart Intelligence | 22468 | 3,250.00 | Professional Organizations Meeting/Training/Membership Dues |
| Rainbow Disposal Co. | 22820 | 3,376.48 | Waste Disposal |
| Raven Biological Laboratories | 22469 | 137.48 | Laboratory Services & Supplies |
| Red Wing Shoes | 22821 | 2,498.47 | Safety, Security, Health Equipment, Supplies, and Services |
| Reliastar | 22636 | 7,831.15 | Voluntary Employee Life & Cancer Insurance |
| Rentacrate, L.L.C. | 22470 | 2,182.90 | Facilities, Maintenance, Services & Supplies |
| Restek Corp. | 22471 | 445.10 | Laboratory Services & Supplies |
| Restek Corp. | 22637 | 1,157.04 | Laboratory Services & Supplies |
| Restek Corp. | 22822 | 144.34 | Laboratory Services & Supplies |
| Rexel Electrical & Datacom Supplies | 22823 | 101.59 | Instrument Parts & Supplies |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|------------|--|
| Rightstar Systems, Inc. | 22824 | 13,565.00 | Computer Applications & Services |
| Rockwell Engineering & Equipment Co. | 22638 | 6,007.12 | Repair & Maintenance Services and/or Supplies |
| Roto Rooter NOC#11 | 22472 | 500.56 | Repair & Maintenance Services and/or Supplies |
| Roto Rooter NOC#11 | 22639 | 241.00 | Repair & Maintenance Services and/or Supplies |
| Roto Rooter NOC#11 | 22825 | 680.00 | Repair & Maintenance Services and/or Supplies |
| RSA Soil Products | 22640 | 2,270.63 | Miscellaneous Parts and Supplies |
| S & J Supply Co Inc | 22826 | 8,678.25 | Repair & Maintenance Services and/or Supplies |
| Safety Max | 22474 | 2,352.71 | Safety, Security, Health Equipment, Supplies, and Services |
| Safety-Kleen | 22473 | 605.64 | Repair & Maintenance Services and/or Supplies |
| Safety-Kleen | 22827 | 161.86 | Repair & Maintenance Services and/or Supplies |
| Sancon Engineering, Inc. | 22338 | 26,075.00 | Repair & Maintenance Services and/or Supplies |
| Sancon Engineering, Inc. | 22828 | 7,150.00 | Repair & Maintenance Services and/or Supplies |
| SARBS-CWEA | 22475 | 50.00 | Professional Organization |
| SARBS-CWEA | 22829 | 300.00 | Professional Organizations Meeting/Training/Memberships |
| SAWPA (Santa Ana Water Protection Agency) | 22476 | 7,500.00 | Governmental Agency Fees & Charges |
| SCAP | 22339 | 50,000.00 | Professional Organizations Meeting/Training/Membership Dues |
| SCCWRP | 22641 | 10,000.00 | Southern California Coastal Water Research Project Strategic Process Studies |
| Schwing Bioset | 22477 | 2,662.12 | Repair & Maintenance Services and/or Supplies |
| Schwing Bioset | 22642 | 334.45 | Repair & Maintenance Services and/or Supplies |
| Scott Specialty Gases, Inc. | 22830 | 80.69 | Laboratory Services & Supplies |
| Scottel Voice & Data, Inc. | 22643 | 506.79 | Telecommunications |
| Sentry Air Systems, Inc. | 22831 | 4,746.07 | Electrical/Electronic Equipment, Parts & Repairs |
| Seton Name Plate | 22478 | 568.72 | Signage Supplies |
| Sewer Equipment Company of America | 22479 | 527.20 | Repair & Maintenance Services and/or Supplies |
| Shamrock Supply Co., Inc. | 22480 | 2,656.62 | Repair & Maintenance Services and/or Tools and Supplies |
| Shamrock Supply Co., Inc. | 22644 | 554.19 | Repair & Maintenance Services and/or Supplies |
| Shamrock Supply Co., Inc. | 22832 | 2,541.34 | Repair & Maintenance Services and/or Tools and Supplies |
| Shureluck Sales & Engineering | 22645 | 705.79 | Repair & Maintenance Services and/or Supplies |
| Siemens Water Technologies Corp. | 22481 | 63.64 | Repair & Maintenance Services and/or Supplies |
| Siemens Water Technologies Corp. | 22833 | 1,203.40 | Repair & Maintenance Services and/or Supplies |
| Sigma-Aldrich, Inc. | 22482 | 4,161.86 | Laboratory Services & Supplies |
| Sigma-Aldrich, Inc. | 22834 | 277.04 | Laboratory Services & Supplies |
| Simon L. Watson | 22881 | 142.00 | Meeting/Training Expense Reimbursement |
| SKC West, Inc. | 22483 | 203.18 | Laboratory Services & Supplies |
| Smith-Emery Company | 22646 | 10,723.50 | Professional Services/Geotech & Material Testing |
| Smith-Emery Company | 22835 | 4,362.00 | Professional Services/Geotech & Material Testing |
| So Cal Gas Company | 22836 | 11,457.90 | Utilities |
| Source Graphics | 22837 | 2,411.00 | Computer Applications & Services |
| South Coast Air Quality Management Dist. | 22484 | 10,028.54 | Regulatory Operating Fees |
| South Coast Air Quality Management Dist. | 22838 | 19,613.93 | Regulatory Operating Fees |
| South Coast Construction Services | 22647 | 5,200.00 | Repair & Maintenance Services and/or Supplies |
| South Coast Construction Services | 22839 | 4,850.00 | Repair & Maintenance Services and/or Supplies |
| South Coast Shipyard, Inc. | 22840 | 24,830.17 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Southern California Coastal Water | 22697 | 400,000.00 | Joint Powers Agreement |
| Southern California Edison | 22340 | 71,542.39 | Utilities |
| Southern California Edison | 22548 | 118,082.45 | Utilities |
| Southern California Edison | 22841 | 2,657.29 | Utilities |
| Southern California Trane Service | 22485 | 4,533.79 | Electrical/Electronic Equipment, Parts & Repairs |
| Southern Counties Lubricants | 22842 | 3,595.15 | Fuel and Lubricants |
| Spectrum Laboratory Products, Inc. | 22648 | 773.07 | Laboratory Services & Supplies |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|--------------|---|
| SPEX Certiprep, Inc. | 22843 | 413.09 | Laboratory Services & Supplies |
| St. Croix Sensory, Inc. | 22649 | 870.00 | Outside Laboratory Services |
| Stephen Parker Myers | 22854 | 310.00 | Miscellaneous Services |
| Steve Bubalo Construction Co. | 22555 | 1,197,156.96 | Construction |
| Summit Steel | 22486 | 517.56 | Repair & Maintenance Services and/or Supplies |
| Summit Steel | 22650 | 1,795.09 | Repair & Maintenance Services and/or Supplies |
| Summit Steel | 22844 | 138.82 | Repair & Maintenance Services and/or Supplies |
| Sunset Ford | 22487 | 128.75 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Sunset Industrial Parts | 22488 | 4,507.26 | Repair & Maintenance Services and/or Supplies |
| Sunset Industrial Parts | 22651 | 91.08 | Repair & Maintenance Services and/or Supplies |
| Sunset Industrial Parts | 22845 | 346.77 | Repair & Maintenance Services and/or Supplies |
| Super Chem Corporation | 22489 | 1,044.00 | Chemicals, Water/Wastewater Treatment |
| Superior Sales Co. | 22652 | 4,872.00 | Repair & Maintenance Services and/or Supplies |
| SWRCB Accounting Office | 22490 | 395.00 | Governmental Agency Fees & Charges |
| Synagro West, Inc. | 22491 | 200.16 | Biosolids Management |
| Synagro West, Inc. | 22549 | 610,802.86 | Biosolids Management |
| Taco Factory | 22653 | 138.56 | Catering Services |
| Teledyne Instruments/Impulse, Inc. | 22492 | 83.46 | Repair & Maintenance Services and/or Supplies |
| Terminix International | 22493 | 550.00 | Pest Control Services |
| Terminix International | 22846 | 400.00 | Pest Control Services |
| Terra Renewal, L.L.C. | 22698 | 45,980.21 | Grit & Screenings Disposal |
| TestAmerica Ontario | 22654 | 824.00 | Laboratory Services & Supplies |
| TestAmerica Ontario | 22847 | 3,326.00 | Laboratory Services & Supplies |
| The San Diego Shell Club | 22848 | 50.00 | Professional Organizations Meeting/Training/Memberships |
| The Wakenhut Corporation | 22867 | 12,930.88 | Safety, Security, Health Equipment, Supplies, and Services |
| Thermo Electron North Amer., L.L.C. | 22849 | 14,564.00 | Laboratory Services & Supplies |
| Thermo Fisher Scientific | 22494 | 1,153.85 | Computer Applications and Services |
| Thermo Neslab | 22655 | 3,216.34 | Laboratory Services & Supplies |
| Thompson Industrial Supply, Inc. | 22495 | 22,424.64 | Repair & Maintenance Services and/or Supplies |
| Thompson Industrial Supply, Inc. | 22656 | 844.58 | Repair & Maintenance Services and/or Supplies |
| Thompson Industrial Supply, Inc. | 22850 | 9,835.29 | Repair & Maintenance Services and/or Supplies |
| Tiano Construction | 22496 | 3,460.00 | Facilities, Maintenance, Services & Supplies |
| Tiano Construction | 22657 | 3,600.00 | Facilities, Maintenance, Services & Supplies |
| Time Warner Communications | 22497 | 51.98 | Telecommunications |
| T-Mobile | 22851 | 108.06 | Telecommunications |
| Todd Painting, Inc. | 22852 | 3,480.00 | Painting Services and Supplies |
| Tony's Lock & Safe Service & Sales | 22498 | 402.93 | Repair & Maintenance Services and/or Supplies |
| Tony's Lock & Safe Service & Sales | 22658 | 1,382.68 | Repair & Maintenance Services and/or Supplies |
| Tony's Lock & Safe Service & Sales | 22853 | 12.78 | Repair & Maintenance Services and/or Supplies |
| Townsend Public Affairs | 22855 | 7,500.00 | Professional Services - State Advocacy |
| Trade Service Corporation | 22499 | 2,799.95 | Computer Applications and Services |
| Truck & Auto Supply, Inc. | 22500 | 506.77 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Truck & Auto Supply, Inc. | 22659 | 114.05 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Truck & Auto Supply, Inc. | 22856 | 47.04 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Tule Ranch/Magan Farms | 22550 | 210,959.89 | Biosolids Management |
| Tyco Valves & Controls LP | 22501 | 991.60 | Repair & Maintenance Services and/or Supplies |
| Tyco Valves & Controls LP | 22857 | 412.31 | Repair & Maintenance Services and/or Supplies |
| UC Regents | 22858 | 2,100.00 | Professional Organizations Meeting/Training/Memberships |
| Underground Service Alert of So. Calif | 22859 | 1,395.00 | Professional Services - Dig Alert Notification Service |
| Unisource Worldwide, Inc. | 22860 | 566.53 | Paper & Office Supplies |

Claims Paid From 07/01/09 to 07/15/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|-----------|---|
| United Pacific Services, Inc. | 22503 | 4,855.00 | Groundskeeping |
| United Pacific Services, Inc. | 22861 | 17,067.51 | Groundskeeping |
| United Parcel Service | 22504 | 64.13 | Parcel Services |
| United Parcel Service | 22660 | 121.08 | Parcel Services |
| United States Plastic Corp. | 22505 | 27.65 | Miscellaneous Parts and Supplies |
| US Equipment Co., Inc. | 22862 | 1,081.13 | Repair & Maintenance Services and/or Supplies |
| USA Mobility Wireless, Inc. | 22863 | 834.14 | Telecommunications |
| Valin Corporation | 22506 | 641.03 | Repair & Maintenance Services and/or Supplies |
| Vapex, Inc. | 22507 | 4,751.70 | Electrical/Electronic Equipment, Parts & Repairs |
| Verizon California | 22661 | 882.30 | Telecommunications |
| Verizon Wireless | 22662 | 841.36 | Telecommunications |
| Victor Ferguson | 22678 | 1,641.00 | Meeting/Training Expense Reimbursement |
| Villa Prep & Paint | 22508 | 2,495.00 | Painting Services and Supplies |
| Villa Prep & Paint | 22663 | 2,995.00 | Painting Services and Supplies |
| Village Nurseries | 22664 | 89.62 | Landscape Plant Materials |
| Village Nurseries | 22864 | 214.35 | Repair & Maintenance Services and/or Supplies |
| Vision Service Plan CA | 22665 | 9,730.80 | Employee Benefits |
| Vladimir A. Kogan | 22525 | 1,532.34 | Meeting/Training Expense Reimbursement |
| Voided Check | 22392 | - | - |
| Voided Check | 22502 | - | - |
| Vortex Corp. | 22509 | 2,782.64 | Repair & Maintenance Services and/or Supplies |
| Vortex Corp. | 22666 | 501.00 | Repair & Maintenance Services and/or Supplies |
| Vortex Corp. | 22865 | 8,218.04 | Repair & Maintenance Services and/or Supplies |
| VWR Scientific Products | 22510 | 693.74 | Laboratory Services & Supplies |
| VWR Scientific Products | 22866 | 1,364.55 | Laboratory Services & Supplies |
| Walters Wholesale Electric | 22511 | 11,085.07 | Electrical/Electronic Equipment, Parts & Repairs |
| Waxie Sanitary Supply | 22512 | 66.99 | Janitor & Household Service & Supplies |
| Waxie Sanitary Supply | 22868 | 609.96 | Janitor & Household Service & Supplies |
| Weather and Wind Instrument Co. | 22667 | 415.18 | Miscellaneous Parts and Supplies |
| WEF | 22513 | 588.00 | Professional Organizations Meeting/Training/Memberships |
| WEF | 22668 | 177.00 | Professional Organizations Meeting/Training/Memberships |
| WEF | 22869 | 394.00 | Professional Organizations Meeting/Training/Memberships |
| WEF Publications | 22514 | 148.00 | Publication |
| WEFTEC | 22870 | 925.00 | Professional Organizations Meeting/Training/Memberships |
| West Coast Safety Supply Co. | 22515 | 2,822.21 | Safety, Security, Health Equipment, Supplies, and Services |
| West Coast Safety Supply Co. | 22871 | 1,048.39 | Safety, Security, Health Equipment, Supplies, and Services |
| West Lite Supply Company, Inc. | 22516 | 58.37 | Electrical/Electronic Equipment, Parts & Repairs |
| West Lite Supply Company, Inc. | 22872 | 46.67 | Electrical/Electronic Equipment, Parts & Repairs |
| West Marine Products, Inc. dba Port Supply | 22818 | 35.20 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| West Marine Products, Inc. dba Port Supply | 22461 | 605.56 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| West Newport Oil Company | 22669 | 2,595.00 | Repair & Maintenance Services and/or Supplies |
| Westport Apparatus dba Breaker Supply | 22517 | 36.39 | Electrical/Electronic Equipment, Parts & Repairs |
| Westport Apparatus dba Breaker Supply | 22873 | 133.11 | Electrical/Electronic Equipment, Parts & Repairs |
| Whiskey Ranch BBQ Co., L.L.C. | 22518 | 4,943.72 | GWRS/OCSD Joint Event - Catering Service Deposit |
| Whiskey Ranch BBQ Co., L.L.C. | 22532 | 4,943.72 | GWRS/OCSD Joint Event - Catering Services |
| Willdan | 22670 | 21,360.00 | Professional Services/Engineering Design Services |
| Woodruff Spradlin & Smart | 22341 | 64,203.44 | Professional Services - Legal |
| Wumbus Corporation | 22519 | 674.45 | Safety, Security, Health Equipment, Supplies, and Services |
| Xerox Corporation | 22520 | 626.40 | Computers, Software/Hardware & Managed Services |
| Xerox Corporation | 22671 | 17,582.60 | Computers, Software/Hardware & Managed Services |

Claims Paid From 07/01/09 to 07/15/09

| <u>Vendor</u> | <u>Warrant No.</u> | <u>Amount</u> | <u>Description</u> |
|--|--------------------|-------------------------|--|
| Yale/Chase Materials Handling, Inc. | 22342 | 28,426.50 | Electrical/Electronic Equipment, & Electric Cart Parts & Repairs |
| Yale/Chase Materials Handling, Inc. | 22672 | 51.99 | Electrical/Electronic Equipment, & Electric Cart Parts & Repairs |
| 1-800-Conference(R) | 22875 | 362.51 | Telecommunications |
| 24 Carrots | 22673 | 326.26 | Meeting Expenses |
| Total Accounts Payable - Warrants | | <u>\$ 20,295,406.32</u> | |
| <u>Payroll Disbursements</u> | | | |
| Employee Paychecks | 42115 - 42168 | \$ 113,157.03 | Biweekly Payroll (07/01/09) |
| Employee Paychecks | 42169 - 42195 | 4,493.00 | Interim Payroll - ARBA (07/01/09) |
| Employee Paycheck | 42197 - 42197 | 9,831.50 | Interim Payroll - Retirement (07/02/09)* |
| Employee Paychecks | 42198 - 42263 | 114,080.54 | Biweekly Payroll (07/15/09) |
| Employee Paychecks | 42264 - 42266 | 220.67 | Interim Payroll - Retro & IDEA (07/14/09) |
| Direct Deposit Statements | 173457 - 174037 | 1,379,834.82 | Biweekly Payroll (07/01/09) |
| Direct Deposit Statements | 174038 - 174134 | 16,204.00 | Interim Payroll - ARBA (07/01/09) |
| Direct Deposit Statements | 174135 - 174727 | 1,405,905.38 | Biweekly Payroll (07/15/09) |
| Total Payroll Disbursements | | <u>\$ 3,043,726.94</u> | |
| *Check No. 42196 was paid on 06/28/09 and reported on 06/30/09 report. | | | |
| <u>Wire Transfer Payments</u> | | | |
| OCSD Payroll Taxes & Contributions | | \$ 1,510,625.42 | Biweekly Payrolls (07/01/09 & 07/15/09) |
| Total Wire Transfer Payments | | <u>\$ 1,510,625.42</u> | |
| Total Claims Paid 07/01/09 - 07/15/09 | | <u>\$ 24,849,758.68</u> | |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|-------------|--|
| Accounts Payable Warrants | | | |
| ABEL Pumps Corp | 23082 | \$ 2,352.16 | Repair & Maintenance Services and/or Supplies |
| ABG Acquisition Corporation | 23083 | 1,770.59 | Office Supplies & Stationary |
| Able Scale Repair | 22913 | 70.00 | Repair & Maintenance Services and/or Supplies |
| Absolute Standards, Inc. | 23084 | 676.00 | Laboratory Services & Supplies |
| AccuStandard | 23085 | 1,495.40 | Laboratory Services & Supplies |
| Accuvant, Inc. | 22914 | 336.38 | Computer Applications & Services |
| ADS Environmental Services, Inc. | 22915 | 4,941.00 | Professional Services/Engineering Design Services |
| Aera Energy, L.L.C. | 23086 | 1,447.02 | Professional Services |
| Aerotek | 22916 | 21,806.28 | Professional Services/Temporary Services |
| Aerotek | 23087 | 16,334.16 | Professional Services/Temporary Services |
| Agilent Technologies, Inc. | 23088 | 3,607.71 | Laboratory Services & Supplies |
| Ago IndustriesDBA So-Cal Sweeping | 23089 | 980.00 | Street Sweeping Services |
| Airgas Safety, Inc. | 22917 | 15,736.65 | Safety, Security, Health Equipment, Supplies, and Services |
| Airgas Safety, Inc. | 23091 | 24,915.31 | Safety, Security, Health Equipment, Supplies, and Services |
| Airgas West | 23092 | 3,027.61 | Laboratory Services & Supplies |
| Allen J. White | 23061 | 130.00 | Meeting/Training Expense Reimbursement |
| American Airlines | 23093 | 3,527.40 | Transportation |
| AppleOne Employment Service | 22918 | 20,735.13 | Professional Services/Temporary Services |
| Aquatic Biosystems, Inc. | 23094 | 223.00 | Laboratory Services & Supplies |
| Archie Ivy, Inc. | 22919 | 9,465.00 | Facilities, Maintenance, Services & Supplies |
| Ashbrook Corporation | 23095 | 4,505.37 | Repair & Maintenance Services and/or Supplies |
| Aspen Publishers, Inc. | 23096 | 246.51 | Books and Publications |
| ASSE American Society of Safety Engineers | 23097 | 160.00 | Professional Organizations Meeting/Training/Memberships |
| AT & T California/MCI | 23099 | 2,046.02 | Telecommunications |
| AT & T Long Distance. | 22921 | 1,475.74 | Telecommunications |
| AT & T Mobility II, L.L.C. | 22922 | 548.01 | Telecommunications |
| AT & T Mobility II, L.L.C. | 23100 | 8,841.27 | Telecommunications |
| AT & T Universal Biller | 22920 | 920.14 | Telecommunications |
| AT & T Universal Biller | 23098 | 729.90 | Telecommunications |
| Atlas Underground, Inc. | 22923 | 12,554.70 | Repair & Maintenance Services and/or Supplies |
| Awards & Trophies Company | 23101 | 301.47 | Awards and Framing |
| AWSI | 23102 | 228.00 | Professional Services - DOT Program Administration |
| B & B Electronic Distributors | 23103 | 61.08 | Instrument Parts & Supplies |
| Basic Chemical Solutions, L.L.C. | 23104 | 16,291.69 | Chemicals, Water/Wastewater Treatment |
| Battery Specialties | 23105 | 1,221.06 | Batteries, Various |
| BC Wire Rope & Rigging | 22924 | 514.68 | Tools & Supplies |
| BC Wire Rope & Rigging | 23106 | 1,100.00 | Tools & Supplies |
| Bee Man Pest Control, Inc. | 22925 | 470.00 | Pest Control Services |
| Bee Man Pest Control, Inc. | 23107 | 95.00 | Pest Control Services |
| BioMerieux Vitek, Inc. | 22926 | 307.51 | Laboratory Services & Supplies |
| Black & Veatch Corporation | 22883 | 380,774.65 | Professional Services/Engineering Design Services |
| Blue Diamond Car Wash, Inc. | 22927 | 1,239.97 | Facilities, Maintenance, Services & Supplies |
| BNI Building News | 23108 | 700.01 | Books & Publications |
| BP Energy Company | 22928 | 9,141.87 | Natural Gas |
| Brown & Caldwell | 22884 | 25,871.15 | Professional Services/Engineering Design Services |
| Brown & Caldwell | 23064 | 102,055.59 | Professional Services/Engineering Design Services |
| Burke Engineering Co. | 23109 | 2,420.06 | Electrical/Electronic Equipment, Parts & Repairs |
| Bush & Associates, Inc. | 22929 | 7,320.00 | Professional Services/Surveying Services |
| California Barricade Rentals | 22931 | 575.00 | Miscellaneous Services |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|------------|---|
| California Dept. of Child Support | 23110 | 1,314.90 | Judgments Payable |
| California Political Week, Inc. | 23111 | 80.00 | Professional Organizations Meeting/Training/Memberships |
| California Recreation Company | 23112 | 2,963.52 | Boat Slip Rental - Nerissa Ocean Monitoring Vessel |
| California Relocation Services, Inc. | 22932 | 135.00 | Miscellaneous Services - Moving/Relocation |
| CALPELRA | 23113 | 798.00 | Professional Organizations, and Meeting/Training Registration |
| Caltrol, Inc. | 22933 | 2,043.48 | Electrical/Electronic Equipment, Parts & Repairs |
| Caltrol, Inc. | 23114 | 691.50 | Electrical/Electronic Equipment, Parts & Repairs |
| CAPIO | 23115 | 175.00 | Professional Organizations Meeting/Training/Memberships |
| Carl Warren & Co. | 23116 | 300.00 | Professional Services - Workers' Compensation |
| Carollo Engineers | 23065 | 120,385.86 | Professional Services/Engineering Design Services |
| Carrier Sales & Distribution, L.L.C. | 23117 | 265.24 | Repair & Maintenance Services and/or Supplies |
| CASA | 23118 | 2,107.50 | Professional Organizations Meeting/Training/Membership Dues |
| Casual Gourmet | 23119 | 130.11 | Catering Services |
| Circle, Inc. | 22934 | 3,960.93 | Copier Toner/Ink Supplies |
| Circle, Inc. | 23120 | 588.70 | Copier Toner/Ink Supplies |
| City of Fountain Valley | 22885 | 35,391.90 | Water Use |
| City of Fountain Valley | 23299 | 890.00 | Water Use |
| City of Fullerton | 23153 | 39.96 | Water Use |
| City of Huntington Beach | 23121 | 250.00 | Water Use |
| City of Huntington Beach | 23169 | 14,870.94 | Water Use |
| City of Seal Beach | 23245 | 901.26 | Water Use |
| City of Westminster | 22935 | 40.88 | Water Use |
| Clean Harbors Environmental Services | 23122 | 2,788.90 | Grit & Screenings; Hazard Waste Disposal |
| CMAA | 22937 | 930.00 | Professional Organizations Meeting/Training/Memberships |
| CMAA | 22936 | 570.00 | Professional Organizations Meeting/Training/Memberships |
| Cole-Parmer Instrument Co. | 23123 | 114.01 | Laboratory Services & Supplies |
| Computer Protection Technology, Inc. | 22938 | 655.75 | Electrical/Electronic Equipment, Parts & Repairs |
| Connell Chevrolet/GEO | 23124 | 1,386.30 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Consiliant Technologies | 22939 | 21,185.00 | Computer Applications & Services |
| Consumers Pipe & Supply Co. | 22940 | 107.68 | Repair & Maintenance Services and/or Supplies |
| Corporate Business Interiors | 22941 | 810.00 | Furniture Relocation/Installation |
| Corporate Image Maintenance, Inc. | 22942 | 450.00 | Janitor & Household Service & Supplies |
| CORRPRO Companies, Inc. | 22886 | 64,739.61 | Professional Services/Temporary Services |
| County of Orange | 22930 | 776.73 | Repair & Maintenance Services and/or Supplies |
| County of Orange | 23297 | 1,134.00 | Governmental Agency Fees & Charges |
| County of Orange Auditor Controller | 23125 | 289.50 | Governmental Agency Fees & Charges |
| County of Orange Auditor Controller | 23126 | 342.00 | Governmental Agency Fees & Charges |
| County of Orange Auditor Controller | 23127 | 700.00 | Governmental Agency Fees & Charges |
| County Wholesale Electric Co. | 22943 | 450.40 | Electrical/Electronic Equipment, Parts & Repairs |
| County Wholesale Electric Co. | 23128 | 983.63 | Electrical/Electronic Equipment, Parts & Repairs |
| Court Order | 23300 | 150.00 | Judgments Payable |
| CS-AMSCO | 23129 | 10,020.63 | Repair & Maintenance Services and/or Supplies |
| David Gutoff | 23131 | 225.00 | Laboratory Services & Supplies |
| David's Tree Service | 22944 | 9,000.00 | Groundskeeping |
| David's Tree Service | 23132 | 2,925.00 | Groundskeeping |
| Deirdre E. Bingman | 23288 | 204.00 | Meeting/Training Expense Reimbursement |
| Denboer Engineering & Construction | 23079 | 152,325.00 | Construction |
| Department of Toxic Substances Control | 23298 | 740.00 | Hazardous Waste Fees |
| Desert Pumps & Parts, Inc. | 23133 | 2,530.85 | Repair & Maintenance Services and/or Supplies |
| DLT&V Systems Engineering, Inc. | 22887 | 75,254.34 | Professional Services/Engineering Design Services |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|-----------|---|
| Doug Meadows Co., L.L.C. | 23134 | 430.00 | Repair & Maintenance Services and/or Supplies |
| Doug Rulison | 23295 | 386.88 | Meeting/Training Expense Reimbursement |
| Douglass S. Davert | 23290 | 702.13 | Meeting/Training Expense Reimbursement |
| Dr. Harvey Goldstone | 23135 | 580.00 | Safety, Security, Health Equipment, Supplies, and Services |
| Dudek & Associates, Inc. | 22945 | 4,715.00 | Professional Services/Engineering Design Services |
| Dunn-Edwards Corporation | 23136 | 50.31 | Painting Services and Supplies |
| Eagle Protection of California | 22946 | 275.00 | Safety, Security, Health Equipment, Supplies, and Services |
| Eimco Water Technologies | 23137 | 3,108.67 | Repair & Maintenance Services and/or Supplies |
| Employee Benefits Specialists, Inc. | 23138 | 11,689.68 | Reimbursed Prepaid Employee Medical & Dependent Care |
| Enchanter, Inc. | 22947 | 6,080.00 | Vessel Services - Monitoring Vessel Nerissa |
| ENS Resources, Inc. | 22948 | 7,000.00 | Professional Services - Federal Advocacy |
| Environmental Express | 23139 | 32.11 | Laboratory Services & Supplies |
| Environmental Resource Associates | 22949 | 1,270.34 | Laboratory Services & Supplies |
| Environmental Resource Associates | 23140 | 648.30 | Laboratory Services & Supplies |
| Environmental Sampling Supply | 22950 | 275.88 | Laboratory Services & Supplies |
| Environmental Water Solutions, Inc. | 23141 | 5,899.69 | Repair & Maintenance Services and/or Supplies |
| Epoleon Corporation | 22951 | 1,630.16 | Chemicals, Water/Wastewater Treatment |
| ERI Economic Research Institute | 23142 | 3,278.00 | Books and Publications |
| Ewing Irrigation | 22952 | 101.27 | Landscape Irrigation Parts & Supplies |
| Excelsia Corporation | 23143 | 1,425.00 | Facilities, Maintenance, Services & Supplies |
| Express Lens Lab | 23144 | 6,854.24 | Safety, Security, Health Equipment, Supplies, and Services |
| Fedex Corporation | 22953 | 49.30 | Freight Services |
| Fedex Corporation | 23145 | 26.78 | Freight Services |
| Ferguson Enterprises, Inc. | 22954 | 1,192.41 | Repair & Maintenance Services and/or Supplies |
| Ferguson Enterprises, Inc. | 23146 | 1,372.47 | Repair & Maintenance Services and/or Supplies |
| First American Corelogic | 23147 | 864.50 | Annual On-Line Subscription |
| Fisher Scientific | 23148 | 12,466.81 | Laboratory Services & Supplies |
| Fishing Boats Unlimited | 23149 | 1,582.58 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Franchise Tax Board | 23150 | 50.00 | Governmental Agency Fees & Charges |
| Franklin Covey | 22955 | 120.73 | Office Supplies |
| Frasco Profiles | 23151 | 404.50 | Professional Services |
| Frys Electronics | 22956 | 190.17 | Computers, Software/Hardware |
| Full Spectrum Analytics, Inc. | 22957 | 1,549.29 | Laboratory Services & Supplies |
| Future Computing Solutions, Inc. | 22958 | 1,284.34 | Computer Hardware/Software |
| Future Computing Solutions, Inc. | 23154 | 1,167.98 | Computer Hardware/Software |
| Garland Manufacturing Co. | 23066 | 29,190.00 | Repair & Maintenance Services and/or Supplies |
| General Petroleum | 22888 | 45,228.39 | Fuel and Lubricants |
| Geomatrix Consultants, Inc. | 22959 | 23,490.00 | Professional Services/Geotech & Material Testing |
| Glens Alignment & Brake Service | 23156 | 762.70 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Global Awards, Inc. | 23157 | 385.85 | Repair & Maintenance Services and/or Supplies |
| Globalstar c/o Custom Cellular Concepts | 22960 | 960.84 | Telecommunications |
| Golden State Overnight Delivery Service | 23158 | 534.18 | Courier Services |
| Golden West Corp. | 22961 | 3,600.00 | Facilities, Maintenance, Services & Supplies |
| Golden West Corp. | 23159 | 5,390.00 | Facilities, Maintenance, Services & Supplies |
| Goodway Technologies Corp. | 23160 | 279.00 | Repair & Maintenance Services and/or Supplies |
| Grainger, Inc. | 22962 | 2,015.99 | Repair & Maintenance Services and/or Supplies |
| Grainger, Inc. | 23161 | 3,376.91 | Repair & Maintenance Services and/or Supplies |
| Graybar Electric Company | 22963 | 858.59 | Electrical/Electronic Equipment, Parts, Tools and/or Repairs |
| GT Hall Company | 23155 | 888.56 | Mechanical Parts & Supplies |
| Haaker Equipment Company | 23162 | 1,286.02 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|---------------------------------------|-------------|--------------|---|
| Hach c/o Ponton Industries | 22964 | 2,618.57 | Laboratory Services & Supplies |
| Hach c/o Ponton Industries | 23163 | 613.33 | Laboratory Services & Supplies |
| Hampton Tedder Technical Services | 22889 | 36,965.00 | Professional Services/Engineering Design Services |
| HDR Engineering, Inc. | 23164 | 5,560.55 | Professional Services/Engineering Design Services |
| Helix Electric, Inc. | 22906 | 144,263.25 | Construction |
| Hemal Dhodia | 23130 | 650.00 | Professional Organizations Meeting/Training/Membership Dues |
| Hewlett Packard Company | 22965 | 9,288.75 | Computers, Software/Hardware |
| Hewlett Packard Company | 23165 | 2,379.46 | Computers, Software/Hardware |
| Hill Brothers | 22890 | 38,410.48 | Chemicals, Water/Wastewater Treatment |
| Hilti, Inc. | 22966 | 161.39 | Batteries |
| Home Depot | 22967 | 1,117.04 | Miscellaneous Parts and Supplies |
| Home Depot | 23166 | 224.83 | Miscellaneous Parts and Supplies |
| Horizon Technology | 23167 | 77.00 | Laboratory Services & Supplies |
| Hub Auto Supply | 23168 | 1,077.21 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Hyatt Legal Plans, Inc. | 23170 | 1,116.00 | Voluntary Employee Benefit Program |
| Idexx | 22968 | 739.50 | Laboratory Services & Supplies |
| Indiana Child Support Bureau | 23171 | 290.00 | Judgments Payable |
| Industrial Distribution Group | 22969 | 85.92 | Miscellaneous Tools |
| Industrial Distribution Group | 23172 | 960.25 | Repair & Maintenance Services and/or Supplies |
| Industrial Metal Supply | 22970 | 35.89 | Repair & Maintenance Services and/or Supplies |
| Industrial Threaded Products, Inc. | 23173 | 194.26 | Repair & Maintenance Services and/or Supplies |
| Innerline Engineering | 22971 | 1,050.00 | Professional Services - Sewer Line Video Inspections |
| Inplant Sales, L.L.C. | 22972 | 4,197.75 | Repair & Maintenance Services and/or Supplies |
| Inplant Sales, L.L.C. | 23174 | 3,797.55 | Repair & Maintenance Services and/or Supplies |
| Inside EPA | 23175 | 320.00 | Subscription |
| Insite Instrument Group, Inc. | 23176 | 2,565.00 | Instrument Parts & Supplies |
| Internal Revenue Service | 23177 | 125.00 | Governmental Agency Fees & Charges |
| IPMC c/o Parsons | 22891 | 2,608,812.00 | Professional Services/Temporary Services |
| Irvine Ranch Water District | 23178 | 48.15 | Water Use |
| J F Shea Construction, Inc. | 22907 | 275,020.60 | Construction |
| James D. Herberg | 23291 | 217.00 | Meeting/Training Expense Reimbursement |
| Jamison Engineering Contractors, Inc. | 22892 | 81,142.22 | Professional Services/Engineering Design Services |
| Jamison Engineering Contractors, Inc. | 23179 | 4,385.00 | Professional Services/Engineering Design Services |
| Jays Catering | 22973 | 576.97 | Catering Services |
| JCI Jones Chemicals, Inc. | 23067 | 36,842.91 | Chemicals, Water/Wastewater Treatment |
| Jerry F. Evangelista | 23055 | 735.62 | Meeting/Training Expense Reimbursement |
| Joshua Casey Corporate Training | 22974 | 4,950.00 | Safety, Security, Health Equipment, Supplies, and Services |
| Julian F. Sabri | 23296 | 755.62 | Meeting/Training Expense Reimbursement |
| Kemira Water Solutions | 22893 | 48,763.92 | Chemicals, Water/Wastewater Treatment |
| Kemira Water Solutions | 23068 | 60,719.41 | Chemicals, Water/Wastewater Treatment |
| Ken Thompson, Inc. | 22911 | 241,061.25 | Construction |
| Kiesel Environmental Lab | 23180 | 120.00 | Laboratory Services & Supplies |
| Kiewit Corporation | 22908 | 3,844,962.00 | Construction |
| Koff & Associates Inc | 23181 | 23,095.00 | Professional Services/Comp & Class Study |
| L. Johnson Painting | 22975 | 3,825.00 | Painting Services and Supplies |
| L. Johnson Painting | 23182 | 4,430.00 | Painting Services and Supplies |
| Lance Soll and Lungard | 22894 | 30,833.00 | Professional Services - Auditing |
| Larry R. Crandall | 23289 | 574.18 | Meeting/Training Expense Reimbursement |
| Lee & Ro, Inc. | 23183 | 2,121.01 | Professional Services/Engineering Design Services |
| Liberty Mutual Claims | 23184 | 4,836.18 | Insurance |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|------------|---|
| Liebert Cassidy | 22976 | 4,509.00 | Professional Services/Employee Relations |
| Lilia Kovac | 23292 | 392.38 | Meeting/Training Expense Reimbursement |
| Lion Technology, Inc. | 22977 | 795.00 | Professional Organizations Meeting/Training/Memberships |
| Liquid Handling Systems | 23185 | 916.99 | Repair & Maintenance Services and/or Supplies |
| Lynde-Ordway Company, Inc. | 22978 | 495.00 | Computer Applications & Services |
| M&D Startup & Consulting | 22980 | 1,862.00 | Professional Services - Bar Screen Testing |
| Maintenance Technology Corp. | 23186 | 1,717.33 | Repair & Maintenance Services and/or Supplies |
| Malcolm Pirnie, Inc. | 22895 | 101,410.73 | Professional Services/Engineering Design Services |
| Malcolm Pirnie, Inc. | 23069 | 33,557.45 | Professional Services/Engineering Design Services |
| Mandic Motors | 22981 | 270.00 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Mandic Motors | 23187 | 110.00 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Mantek | 23188 | 418.69 | Miscellaneous Parts and Supplies |
| Masis V. Yegazarian | 22979 | 2,615.70 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| MassMutual Michel Financial Group | 23189 | 150.78 | Executive Disability Plan Premium |
| Materials and Contract Services | 22982 | 20,296.00 | Professional Services/Temporary Services |
| Materials and Contract Services | 23190 | 7,056.00 | Professional Services/Temporary Services |
| Maxim Security Systems | 22983 | 472.50 | Safety, Security, Health Equipment, Supplies, and Services |
| McCrometer, Inc. | 23191 | 3,563.39 | Instrument Parts & Supplies |
| McGraw Hill Company | 23192 | 69.00 | Books & Publications |
| McMaster-Carr Supply Co. | 22984 | 321.70 | Repair & Maintenance Services and/or Supplies |
| McMaster-Carr Supply Co. | 23193 | 3,157.37 | Repair & Maintenance Services and/or Supplies |
| Medlin Controls Co. | 22985 | 375.66 | Repair & Maintenance Services and/or Supplies |
| Medlin Controls Co. | 23194 | 1,801.90 | Repair & Maintenance Services and/or Supplies |
| Merrill F. Seiler | 23058 | 100.96 | Meeting/Training Expense Reimbursement |
| Mesa Consolidated Water District | 22986 | 25.00 | Water Use |
| Michael D. Moore | 23293 | 185.00 | Meeting/Training Expense Reimbursement |
| Microsoft Corporation | 23195 | 2,484.00 | Computer Hardware & Software |
| Mid West Associates | 22987 | 1,313.37 | Repair & Maintenance Services and/or Supplies |
| Midway City Sanitary District | 23070 | 348,179.02 | Cooperative Projects Reimbursement Program |
| Money Matters Consulting | 23196 | 4,500.00 | Professional Services - Banking |
| Morrow Meadows Corp. | 23081 | 232,837.96 | Construction |
| Municipal Water District of O.C. | 23197 | 16,543.00 | Governmental Agency Fees & Charges |
| N. Glantz & Son, Inc. | 23198 | 635.21 | Repair & Maintenance Services and/or Supplies |
| National Bond & Trust | 23199 | 2,164.95 | U.S. Savings Bonds Payroll Deductions |
| National Institute of Standards & Tech-R | 23200 | 683.00 | Laboratory Services & Supplies |
| National Notary Association | 23201 | 154.00 | Professional Organizations Meeting/Training/Memberships |
| National Seminars Group | 23202 | 179.00 | Professional Organizations Meeting/Training/Memberships |
| Navigant Consulting, Inc. | 23071 | 41,190.00 | Professional Services |
| Neal Supply Co. | 22988 | 1,409.40 | Repair & Maintenance Services and/or Supplies |
| Neal Supply Co. | 23203 | 2,582.92 | Repair & Maintenance Services and/or Supplies |
| Neutron Products, Inc. | 22989 | 6,303.16 | Chemicals, Water/Wastewater Treatment |
| Neutron Products, Inc. | 23204 | 6,296.63 | Chemicals, Water/Wastewater Treatment |
| New Horizons Computer Learning Center | 22990 | 150.00 | Professional Organizations Meeting/Training/Memberships |
| Newark Electronics | 23205 | 959.37 | Electrical/Electronic Equipment, Parts & Repairs |
| Nicholas J. Arhontes | 23054 | 152.00 | Meeting/Training Expense Reimbursement |
| Nickell Metal Spray | 22991 | 2,640.00 | Repair & Maintenance Services and/or Supplies |
| Ninyo & Moore Corporate Accounting | 22896 | 31,499.50 | Professional Services/Geotech & Material Testing |
| Norco Delivery | 23206 | 436.16 | Delivery Services |
| NRG Engine Services, L.L.C. | 23207 | 16,282.20 | Repair & Maintenance Services and/or Supplies |
| OCB Reprographics | 22992 | 15,957.90 | Miscellaneous Services |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|---|-------------|------------|--|
| OCEA | 23208 | 639.36 | Dues Deductible |
| Office Depot | 23209 | 1,577.47 | Office Supplies |
| Office Depot Business Services Div. | 22993 | 1,517.73 | Office Supplies |
| OfficeMax Contract, Inc./OM Workspace | 23210 | 631.05 | Purchase and Installation of Systems/Modular Furniture |
| Olin Corporation | 23211 | 4,130.83 | Chemicals, Water/Wastewater Treatment |
| Olson Technologies, Inc. | 22994 | 756.12 | Repair & Maintenance Services and/or Supplies |
| Olympus America Inc. - Remit to: | 22995 | 1,179.26 | Laboratory Services & Supplies |
| Omega Industrial Supply, Inc. | 23212 | 3,432.17 | Janitor & Household Service & Supplies |
| Onesource Distributors, Inc. | 22996 | 802.25 | Electrical/Electronic Equipment, Parts & Repairs |
| Onesource Distributors, Inc. | 23213 | 24,900.21 | Electrical/Electronic Equipment, Parts & Repairs |
| Oracle Corporation | 22997 | 1,723.88 | Computer Applications & Services |
| Orange County United Way | 23214 | 60.00 | Employee Contributions |
| Orange County Vector Control District | 23215 | 140.80 | Pest Control |
| Orange County Water District | 22897 | 165,326.33 | GAP Water & GWRS J-36 |
| Orange Fluid System Technologies, Inc. | 23216 | 164.67 | Repair & Maintenance Services and/or Supplies |
| Orlando A. Tafolla | 23060 | 278.40 | Meeting/Training Expense Reimbursement |
| Oxygen Service Company | 22998 | 772.77 | Laboratory Services & Supplies |
| Oxygen Service Company | 23217 | 520.75 | Laboratory Services & Supplies |
| Pacific Mechanical Supply | 22999 | 1,444.43 | Repair & Maintenance Services and/or Supplies |
| Pacific Mechanical Supply | 23218 | 7,773.61 | Repair & Maintenance Services and/or Supplies |
| Parker Supply Company | 23219 | 214.85 | Miscellaneous Parts and Supplies |
| PBS & J | 22898 | 25,213.97 | Professional Services/Engineering Design Services |
| PCB Piezotronics, Inc. | 23220 | 1,734.40 | Electrical/Electronic Equipment, Parts & Repairs |
| Peace Officers Council of CA | 23221 | 2,162.00 | Dues Deductions, Supervisors & Professionals |
| Peak Technologies | 23222 | 426.78 | Laboratory Services & Supplies |
| Performance Pipeline Technologies | 23000 | 1,250.00 | Repair & Maintenance Services and/or Supplies |
| Pico Chicago | 23223 | 14,975.00 | Professional Services |
| PL Hawn Company, Inc. | 23001 | 39.67 | Repair & Maintenance Services and/or Supplies |
| PL Hawn Company, Inc. | 23224 | 2,144.07 | Repair & Maintenance Services and/or Supplies |
| Plumbers Depot, Inc. | 23225 | 700.35 | Repair & Maintenance Services and/or Supplies |
| PMI Industries, Inc. | 23226 | 154.00 | Electrical Parts & Supplies |
| Polydyne, Inc. | 23002 | 9,559.92 | Chemicals, Water/Wastewater Treatment |
| Polydyne, Inc. | 23072 | 52,006.49 | Chemicals, Water/Wastewater Treatment |
| PR Electronics, Inc. | 23003 | 1,378.88 | Instrument Parts & Supplies |
| Primary Source Office Furnishings, Inc. | 23004 | 63.08 | Minor Equipment/Furniture & Fixtures |
| Primrose Ice Co., Inc. | 23005 | 330.00 | Water & Ice Services |
| Primrose Ice Co., Inc. | 23227 | 110.00 | Water & Ice Services |
| Procare Work Injury Center | 23228 | 355.00 | Medical Services |
| Prudential Overall Supply | 23006 | 3,168.67 | Uniforms |
| Prudential Overall Supply | 23229 | 1,583.51 | Uniforms |
| Pryor Seminars/Career Track | 23152 | 199.00 | Professional Organizations Meeting/Training/Memberships |
| Putzmeister America, Inc. | 23007 | 5,610.85 | Repair & Maintenance Services and/or Supplies |
| Putzmeister America, Inc. | 23230 | 171.49 | Repair & Maintenance Services and/or Supplies |
| Quick Crete Products Corp. | 23231 | 1,199.52 | Facilities, Maintenance, Services & Supplies |
| R L Abbott & Associates | 23232 | 2,000.00 | Professional Services - Advocacy |
| Raven Biological Laboratories | 23233 | 179.21 | Laboratory Services & Supplies |
| RBF Consulting | 22899 | 170,037.67 | Professional Services/Engineering Design Services |
| RBF Consulting | 23008 | 5,874.00 | Professional Services - Surveying |
| Recruiting.Com, Inc. | 23234 | 395.00 | Notices & Ads |
| Red Wing Shoes | 23009 | 6.96 | Safety, Security, Health Equipment, Supplies, and Services |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|--|-------------|------------|---|
| Red Wing Shoes | 23235 | 592.30 | Safety, Security, Health Equipment, Supplies, and Services |
| Reliastar | 23236 | 4,886.36 | Voluntary Employee Life & Cancer Insurance |
| Restek Corp. | 23237 | 595.91 | Laboratory Services & Supplies |
| RM Automation c/o RM Controls | 23238 | 1,010.79 | Paper & Office Supplies |
| RMS Engineering & Design, Inc. | 22900 | 26,560.00 | Professional Services/Engineering Design Services |
| RMS Engineering & Design, Inc. | 23239 | 22,880.50 | Professional Services/Engineering Design Services |
| Robert D. Michaels | 23057 | 438.92 | Meeting/Training Expense Reimbursement |
| Robert Holdman | 23056 | 676.26 | Meeting/Training Expense Reimbursement |
| Roberto's Auto Trim Shop | 23240 | 138.94 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Roto Rooter NOC#11 | 23010 | 274.00 | Repair & Maintenance Services and/or Supplies |
| Royale Cleaners | 23011 | 6.10 | Miscellaneous Services |
| RPM Electric Motors | 23012 | 1,766.63 | Repair & Maintenance Services and/or Supplies |
| RS Hughes Co., Inc. | 23241 | 149.81 | Repair & Maintenance Services and/or Supplies |
| RSA Soil Products | 23242 | 2,270.63 | Miscellaneous Parts and Supplies |
| Rutland Tool & Supply | 23013 | 815.60 | Miscellaneous Parts and Supplies |
| S. S. Mechanical Corporation | 22901 | 39,091.00 | Repair & Maintenance Services and/or Supplies |
| Sachs Electric Company | 22909 | 433,323.69 | Construction |
| Sancon Engineering, Inc. | 23014 | 7,000.00 | Repair & Maintenance Services and/or Supplies |
| Schwing Bioset | 23016 | 945.25 | Repair & Maintenance Services and/or Supplies |
| Science Applications Intl. Corp. | 23243 | 1,685.25 | Professional Services/Engineering Design Services |
| Scott Specialty Gases Inc | 23090 | 2,943.50 | Laboratory Services & Supplies |
| Scott Specialty Gases, Inc. | 23244 | 3,704.05 | Laboratory Services & Supplies |
| Seals Compressed Gases | 23246 | 35.65 | Miscellaneous Parts and Supplies |
| Sewer Equipment Company of America | 23017 | 449.64 | Repair & Maintenance Services and/or Supplies |
| Shamrock Supply Co., Inc. | 23247 | 760.38 | Repair & Maintenance Services and/or Tools and Supplies |
| Shepard Brothers, Inc. | 23018 | 6,650.88 | Chemicals, Water/Wastewater Treatment |
| Shimmick Construction Co., Inc. | 22910 | 935,917.93 | Construction |
| Shureluck Sales & Engineering | 23019 | 475.78 | Repair & Maintenance Services and/or Supplies |
| Shureluck Sales & Engineering | 23248 | 444.24 | Repair & Maintenance Services and/or Supplies |
| Siemens Water Technologies Corp. | 23020 | 295.84 | Repair & Maintenance Services and/or Supplies |
| Siemens Water Technologies Corp. | 23249 | 975.94 | Repair & Maintenance Services and/or Supplies |
| Smardan Supply Company | 23250 | 294.59 | Repair & Maintenance Services and/or Supplies |
| Smith-Emery Company | 23021 | 6,789.00 | Professional Services/Geotech & Material Testing |
| Smith-Emery Company | 23251 | 248.00 | Professional Services/Geotech & Material Testing |
| SoftChoice | 23022 | 3,825.00 | Computer Applications & Services |
| South Coast Construction Services | 23023 | 10,370.00 | Repair & Maintenance Services and/or Supplies |
| South Coast Construction Services | 23252 | 4,475.00 | Repair & Maintenance Services and/or Supplies |
| South Coast Environmental Co. | 23015 | 11,988.27 | Professional Services - Air Quality Monitoring |
| Southern California Edison | 22902 | 194,441.58 | Utilities |
| Southern California Edison | 23073 | 212,618.65 | Utilities |
| Southern California Edison | 23253 | 83.84 | Utilities |
| Southern California Trane Service | 23024 | 6,754.47 | Electrical/Electronic Equipment, Parts & Repairs |
| Southern California Trane Service | 23254 | 265.83 | Electrical/Electronic Equipment, Parts & Repairs |
| Southwest Concrete | 23025 | 638.80 | Repair & Maintenance Services and/or Supplies |
| Sparkletts | 23255 | 1,889.85 | Miscellaneous Supplies |
| Specialized Ceramic & Powder Coating, Inc. | 23026 | 104.00 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Standard and Poors Corp. | 23256 | 5,000.00 | Professional Services |
| Stanton Radiator | 23027 | 7,334.88 | Repair & Maintenance Services and/or Supplies |
| State Board of Equalization | 23074 | 41,849.00 | Governmental Agency Fees & Charges |
| Summit Steel | 23257 | 280.90 | Repair & Maintenance Services and/or Supplies |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|---------------------------------------|-------------|------------|---|
| Sunset Ford | 23028 | 8.34 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Sunset Ford | 23258 | 921.31 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Sunset Industrial Parts | 23029 | 1,206.66 | Repair & Maintenance Services and/or Supplies |
| Sunset Industrial Parts | 23259 | 5,221.44 | Repair & Maintenance Services and/or Supplies |
| Super Chem Corporation | 23260 | 789.53 | Repair & Maintenance Services and/or Supplies |
| Synagro West, Inc. | 23075 | 604,148.06 | Biosolids |
| TCH Associates, Inc. | 23031 | 920.79 | Laboratory Services & Supplies |
| Technical Service Group, Inc. | 23030 | 1,598.08 | Computer Applications & Services |
| TekSystems | 23032 | 5,479.50 | Professional Services/Temporary Services |
| TekSystems | 23261 | 6,225.60 | Professional Services/Temporary Services |
| Teledyne RD Instruments, Inc. | 23033 | 1,290.51 | Laboratory Services & Supplies |
| Terminix International | 23034 | 1,034.00 | Pest Control Services |
| Terminix International | 23262 | 950.00 | Pest Control Services |
| Terra Renewal, L.L.C. | 23076 | 45,367.14 | Grit & Screenings Disposal |
| Terry E. Dixon | 23035 | 9,600.00 | Professional Services - Legal |
| TestAmerica | 23036 | 450.00 | Laboratory Services & Supplies |
| The Clock Sales and Service Co., Inc. | 23266 | 85.00 | Office Supplies |
| The Orange County Register | 23037 | 2,224.00 | Notices & Ads |
| The Standard Insurance Company | 23263 | 5,468.66 | Disability Insurance |
| The Wakenhut Corporation | 23281 | 20,452.76 | Safety, Security, Health Equipment, Supplies, and Services |
| Thermo Environmental Instruments | 23038 | 779.52 | Electrical/Electronic Equipment, Parts & Repairs |
| Thompson Industrial Supply, Inc. | 23039 | 9,378.86 | Repair & Maintenance Services and/or Supplies |
| Thompson Industrial Supply, Inc. | 23264 | 6,004.40 | Repair & Maintenance Services and/or Supplies |
| Tiano Construction | 23040 | 3,766.00 | Facilities, Maintenance, Services & Supplies |
| Tiano Construction | 23265 | 9,880.00 | Facilities, Maintenance, Services & Supplies |
| Time Warner Communications | 23267 | 51.98 | Telecommunications |
| Tina D. Seybert | 23059 | 425.00 | Meeting/Training Expense Reimbursement |
| Tony's Lock & Safe Service & Sales | 23041 | 247.59 | Repair & Maintenance Services and/or Supplies |
| Truck & Auto Supply, Inc. | 23042 | 724.10 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| Truck & Auto Supply, Inc. | 23268 | 15.88 | Autos, Trucks & Marine Equipment, Parts, Accessories & Services |
| UCI Foundation | 22903 | 35,000.00 | Sponsorship - Urban Water Research |
| Umesh N. Murthy | 23294 | 150.00 | Meeting/Training Expense Reimbursement |
| Undersea Graphics, Inc. | 22904 | 86,500.00 | Repair & Maintenance Services and/or Supplies |
| Union Bank of California | 23062 | 16,029.25 | Construction, Retention |
| Union Bank of California | 23269 | 5,468.49 | Banking Services |
| Union Bank of California Escrow | 23063 | 14,474.77 | Construction, Retention |
| United Parcel Service | 23043 | 742.70 | Parcel Services |
| United Parcel Service | 23270 | 54.88 | Parcel Services |
| United Power Service, Inc. | 23044 | 1,214.18 | Repair & Maintenance Services and/or Supplies |
| United States Postal Service | 23045 | 5,000.00 | Postage |
| US Equipment Co., Inc. | 23271 | 838.40 | Repair & Maintenance Services and/or Supplies |
| US Peroxide, L.L.C. | 22905 | 119,569.76 | Chemicals, Water/Wastewater Treatment |
| US Peroxide, L.L.C. | 23077 | 260,647.09 | Chemicals, Water/Wastewater Treatment |
| Vapex, Inc. | 23046 | 2,879.90 | Electrical/Electronic Equipment, Parts & Repairs |
| Vapex, Inc. | 23272 | 3,630.50 | Electrical/Electronic Equipment, Parts & Repairs |
| Verizon | 23273 | 1,535.58 | Telecommunications |
| Verizon California | 23274 | 49.72 | Telecommunications |
| Verizon California | 23275 | 1,637.14 | Telecommunications |
| Villa Prep & Paint | 23276 | 3,190.00 | Painting Services and Supplies |
| Vision Financial Corporation | 23277 | 500.64 | Employee Voluntary Benefits |

Claims Paid From 07/16/09 to 07/31/09

| Vendor | Warrant No. | Amount | Description |
|--|--------------------|-------------------------|--|
| Voided Check | 23080 | - | - |
| Vortex Corp. | 23278 | 2,906.76 | Repair & Maintenance Services and/or Supplies |
| Vossler & Company | 23279 | 1,777.99 | Repair & Maintenance Services and/or Supplies |
| VWR Scientific Products | 23047 | 1.03 | Credit on P.O. #72250-OP |
| VWR Scientific Products | 23280 | 9,111.83 | Laboratory Services & Supplies |
| Wastewater Technology Trainers | 23048 | 10,515.00 | Professional Organizations Meeting/Training/Memberships |
| Wastewater Technology Trainers | 23282 | 7,045.00 | Professional Organizations Meeting/Training/Memberships |
| WEF | 23283 | 217.00 | Professional Organizations Meeting/Training/Memberships |
| WEFTEC | 23049 | 875.00 | Professional Organizations Meeting/Training/Memberships |
| Wells Fargo Bank | 22912 | 427,218.00 | Construction, Retention |
| West Lite Supply Company, Inc. | 23284 | 138.65 | Electrical/Electronic Equipment, Parts & Repairs |
| Whiskey Ranch BBQ Co., L.L.C. | 23050 | 1,294.36 | GWRS/OCSD Joint Event - Catering |
| Woodruff Spradlin & Smart | 23078 | 68,297.03 | Professional Services - Legal |
| WQI (Water Quality, Inc.) | 23285 | 700.00 | Professional Organizations Meeting/Training/Memberships |
| Xerox Corporation | 23051 | 1,031.38 | Computers, Software/Hardware & Managed Services |
| Xerox Corporation | 23286 | 21,388.37 | Computers, Software/Hardware & Managed Services |
| Xyon Business Solutions, Inc. | 23052 | 14,516.25 | Professional Services/Temporary Services |
| Yale/Chase Materials Handling, Inc. | 23053 | 2,158.14 | Electrical/Electronic Equipment, & Electric Cart Parts & Repairs |
| Yale/Chase Materials Handling, Inc. | 23287 | 582.95 | Electrical/Electronic Equipment, & Electric Cart Parts & Repairs |
| Total Accounts Payable - Warrants | | <u>\$ 14,314,929.42</u> | |
| Payroll Disbursements | | | |
| Employee Paychecks | 42267 - 42672 | \$ 93,642.12 | Interim Payroll - Corrections, Terminations, and Check Reissue (07/16/09 - 07/17/09) |
| Employee Paychecks | 42673 - 42679 | 36,033.13 | Interim Payroll - EMT/Mgr. Leave Payout (07/22/09) |
| Employee Paychecks | 42680 - 42732 | 121,474.24 | Biweekly Payroll (07/29/09) |
| Employee Paycheck | 42733 - 42733 | 130.50 | Interim Payroll - Correction to Leave Payout (07/23/09) |
| Employee Paychecks | 42734 - 42761 | 4,673.00 | Interim Payroll - ARBA (07/31/09) |
| Employee Paycheck | 42762 - 42762 | 24,977.01 | Interim Payroll - EMT/Mgr. Leave Payout (07/30/09) |
| Direct Deposit Statements | 174728 - 175309 | 1,492,647.17 | Biweekly Payroll (07/29/09) |
| Direct Deposit Statements | 175310 - 175406 | 25,345.61 | Interim Payroll - ARBA (07/31/09) |
| Total Payroll Disbursements | | <u>\$ 1,798,922.78</u> | |
| Wire Transfer Payments | | | |
| OCSD Payroll Taxes & Contributions | | \$ 858,196.45 | Biweekly Payroll (07/22/09 - 07/31/09) |
| Comerica Bank, CA | | 55,000.00 | Intercare Insurance Services/Workers' Compensation Set-up and Funding of Escrow Account |
| Union Bank of California | | 4,784,967.24 | Series 2003A Certificates of Participation July Interest Payment |
| Union Bank of California | | 8,987,005.30 | Series 2007A & B Certificates of Participation July Interest Payment |
| Chase Manhattan Bank | | 65,776.24 | Series 2000 Refunding Certificates of Participation Commitment Fee (May 1, 2009 - July 31, 2009) |
| US Bank | | 16,520,702.17 | Series 2008A & B Refunding Certificates of Participations July Principal and Interest Payments |
| US Bank | | 2,236,043.47 | Series 2009A Refunding Certificates of Participation July Principal and Interest Payment |
| Bank of America | | 36,611.91 | Series 2000 A & B Refunding COPs Remarketing Fee (April 1, 2009 - June 30, 2009) |
| Total Wire Transfer Payments | | <u>\$ 33,544,302.78</u> | |
| Total Claims Paid 07/16/09 - 07/31/09 | | <u>\$ 49,658,154.98</u> | |

BOARD OF DIRECTORS

AGENDA REPORT

| | |
|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 3 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Martin Dix

SUBJECT: REPLACEMENT OF THE ROCKY POINT PUMP STATION,
CONTRACT NO. 5-50

GENERAL MANAGER'S RECOMMENDATION

1. Approve a Professional Consultant Services Agreement with Malcolm Pirnie, Inc. to provide construction support services for Replacement of the Rocky Point Pump Station, Contract No. 5-50, for an amount not to exceed \$897,650; and,
2. Approve a contingency of \$89,765 (10%).

SUMMARY

- The purpose of this project is to replace the existing 70-year-old Rocky Point Pump Station with a new pump station that meets national and state codes, utilizing the current Orange County Sanitation District (Sanitation District) Design Guidelines. The project will include a new pump station and all appurtenances located on property acquired from the International Bay Clubs, Inc. by the Sanitation District.
- Malcolm Pirnie, Inc. satisfactorily prepared the design for Contract No. 5-50 and is uniquely qualified to provide support services during construction, commissioning, and closeout phases of this project.
- This project has been bid and the award of the construction contract is also on the agenda for the regular August Board Meeting.
- The proposed construction support services contract amount is in alignment with CIP program goals and staff's experience on similar projects.

PRIOR COMMITTEE/BOARD ACTIONS

May 2009 - Authorized staff to enter into negotiations with Malcolm Pirnie, Inc. for construction support services for Replacement of the Rocky Point Pump Station, Contract No. 5-50.

September 2008 - Approved a contingency increase of \$272,357 (11%) to the Professional Design Services Agreement with Malcolm Pirnie, Inc., for Replacement of Rocky Point Pump Station, Contract No. 5-50, for a total contingency of \$470,435 (19%).

May 2006 - Approved a Professional Services Agreement with Malcolm Pirnie, Inc. providing for engineering services for Replacement of Rocky Point Pump Station, Contract No. 5-50, for an amount not to exceed \$2,475,973, and establish an 8% (\$198,078) design contingency.

ADDITIONAL INFORMATION

The Scope of Services during construction includes the review of submittals, responses to Requests for Information, review of change orders, and assistance with the startup and commissioning of the new pump station.

The Consultant selection was conducted in accordance with the Sanitation District's adopted policies and procedures.

This recommendation complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted. (Line item: Page A-7, Item Number 19).

Award Date: 08/26/09

Contract Amount: \$897,650

Contingency: \$89,765 (10%)

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BOARD OF DIRECTORS

AGENDA REPORT

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| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 4 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Martin Dix

SUBJECT: BAYSIDE DRIVE IMPROVEMENT, CONTRACT NO. 5-61

GENERAL MANAGER'S RECOMMENDATION

1. Approve a Professional Consultant Services Agreement with Dudek, Inc. to provide construction support services for Bayside Drive Improvement, Contract No. 5-61, for an amount not to exceed \$149,781; and,
2. Approve a contingency of \$14,978 (10%).

SUMMARY

- This project will rehabilitate a portion of the Bayside Drive Sewer. The rehabilitation consists of installing a structural cured-in-place lining and relining the existing manholes, as necessary.
- Dudek, Inc. satisfactorily prepared the design for Bayside Drive Improvement, Contract No. 5-61, and is uniquely qualified to provide support services during the bidding, construction, commissioning, and closeout phases of this project.
- This project has been bid and the award of the construction contract is being presented on a separate agenda item.
- The proposed construction support services contract amount is in alignment with CIP program goals and staff's experience on similar projects.

PRIOR COMMITTEE/BOARD ACTIONS

May, 2009 – Authorized staff to enter into negotiations with Dudek, Inc. for construction support services for Contract No. 5-61.

October, 2007 - Approved a Professional Services Agreement with Dudek, Inc. providing engineering services for Contract No. 5-61, for an amount not to exceed \$349,561; and approved a 10% contingency (\$34,956).

ADDITIONAL INFORMATION

The Scope of Services during construction includes the review of submittals, responses to Requests for Information, review of change orders, and assistance with commissioning and close-out activities.

The Consultant selection was conducted in accordance with the Orange County Sanitation District's (Sanitation District) adopted policies and procedures. This recommendation complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted. (Line item: Page A-7, Item Number 22).

Award Date: 08/26/09

Contract Amount: \$149,781

Contingency: \$14,978 (10%)

JH:MD:eh:aln

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BOARD OF DIRECTORS

AGENDA REPORT

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|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 5 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Alberto Acevedo

SUBJECT: REHABILITATION OF COLLEGE AVENUE PUMP STATION,
CONTRACT NO. 7-47

GENERAL MANAGER'S RECOMMENDATION

1. Approve a budget increase of \$354,000 to Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for a total budget amount of \$11,246,000; and,
2. Approve a contingency increase of \$173,760 (3%) to the construction contract with Norman A. Olsson Construction, Inc., for Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for a total contingency of \$463,360 (8%).

SUMMARY

- This project will rehabilitate College Avenue Pump Station. The rehabilitation includes the design and construction of mechanical, electrical, instrumentation and controls, structural, landscape, and architectural improvements to bring the facility into compliance with Orange County Sanitation District (Sanitation District) Standards.
- The project was awarded on November 28, 2007. A Notice to Proceed was issued to the contractor on February 1, 2008. There have been significant additional costs incurred on this project due to unknown subsurface differing site conditions and interferences.
- To date, the project has incurred roughly \$275,000 of additional costs that corresponds to 90% of the previously approved contingency, or 4.8% of the total contract amount.
- The project is 80% complete and in order to be able to cover any potential further changes or modification to the project, staff has determined that the contingency budget of 5% is inadequate and requests an additional contingency of \$173,760 (3%) for a total project contingency of \$463,360 (8%).

- The existing project budget is not sufficient to cover the requested additional contingency and additional time for inspection and technical support staff during the construction phase. Therefore, we are requesting a budget increase of \$354,000 for a total budget of \$11,246,000.

PRIOR COMMITTEE/BOARD ACTIONS

June, 2009 – Budget Update for FY 2009-10, budget amount for Rehabilitation of College Avenue Pump Station, Contract No. 7-47 is \$10,892,000.

November, 2007 – Awarded a construction contract to Norman A. Olsson Construction, Inc., for Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for an amount not to exceed \$5,792,000.

February, 2007 – Approved a Construction Contract Budget increase of \$2,844,000 for Rehabilitation of College Avenue Pump Station, Contract No. 7-47, for a total budget amount of \$10,820,000.

ADDITIONAL INFORMATION

This request for increase in the project contingency complies with authority levels of the Sanitation District’s Delegation of Authority. This item has been budgeted (FY 2009-10 Budget Update: Item 28, Page A-7), but there are insufficient funds. Additional budget amounts will be funded through Sanitation District reserves.

| | | | | | |
|--------------------|-------------------|-------------------------|--------------------|---------------------|-------------------------------|
| Award Date: | 11/28/2007 | Contract Amount: | \$5,792,000 | Contingency: | \$ 289,600 (5%) |
| | 08/26/2009 | | | | <u>\$ 173,760 (3%)</u> |
| | | | | | <u>\$ 463,360 (8%)</u> |

JH:AA:an:eh

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BOARD OF DIRECTORS
AGENDA REPORT

| | |
|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 6 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Nick Arhontes, Director of Operations and Maintenance

SUBJECT: MAINTENANCE SERVICE AGREEMENT WITH PUTZMEISTER AMERICA, INC.

GENERAL MANAGER'S RECOMMENDATION

- Approve a sole source purchase order agreement with Putzmeister America, Inc., for maintenance service of the Plant 2 biosolids transfer and loading equipment, for an amount not to exceed \$320,000; and,
- Approve a contingency of \$64,000 (20%).

SUMMARY

- The purpose of the maintenance service is to refurbish No. 1 & 2 Putzmeister cake transfer pumps at Plant No. 2. The pumps are used to transfer biosolids cake from the belt press dewatering building to the truck loading station. No. 4 is currently being refurbished and No. 3 was refurbished in 2008, the additional upgrades will bring units No. 1 & 2 to same level of performance as units No. 3 & 4.
- The maintenance service also includes completing upgrades recommended by staff and annual service tasks to the cake storage silo hydraulic high-pressure power supply units A & B and cake transfer pump unit No. 3.
- Putzmeister America, Inc. will complete the service for an amount not to exceed \$320,000. The contingency is needed for any additional items that might be discovered that need repair or replacement when the units are disassembled for a detailed inspection. Staff reviews and approves all changes regarding use of the contingency funds.
- The purchase is being made using the sole source purchase list recommended by staff and authorized by the Board on 5/23/07.

PRIOR COMMITTEE/BOARD ACTIONS

May 2009: Operations Committee approved a sole source purchase order with Putzmeister America, Inc. for Plant No. 2, No. 4 Cake Transfer Pump Repair Services.

May 2007: Operations Committee and the Board approved a list of Sole Source Procurements for Repairs, Maintenance, and Service of Existing Equipment.

ADDITIONAL INFORMATION

This item is budgeted in the fiscal year 2009/2010 joint operating budget.

Award Date: 8/26/2009 Contract Amount: \$320,000 Contingency: 20% (\$64,000)

BOARD OF DIRECTORS

AGENDA REPORT

| | |
|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 07/22/09 |
| Item Number | Item Number 7 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Robert P. Ghirelli, Assistant General Manager

SUBJECT: CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK
MEMBERSHIP

GENERAL MANAGER'S RECOMMENDATION

Approve a Mutual Aid Membership Agreement with the California Water/Wastewater Agency Response Network, in a form approved by General Counsel.

SUMMARY

OCSD was asked to join the California Water/Wastewater Agency Response Network (Cal/WARN) mutual aid agreement. The Safety and Health Division, along with the Managers and EMT, recommend we join the Cal/WARN mutual aid organization. One of the reasons why it is recommended that OCSD enter into an agreement with Cal/WARN is that we may not be able to get assistance from Southern California water/wastewater agencies during a catastrophic emergency where all the local cities are also affected by the emergency. In that instance, OCSD would have to reach out to a part of the State that was not affected, or to another state for assistance. Another benefit would be that OCSD would be in a membership organization of like agencies which can be used as a forum for developing and maintaining emergency contacts and relationships.

PRIOR COMMITTEE/BOARD ACTIONS

None

ADDITIONAL INFORMATION

If OCSD joins the agreement, we could receive requests for manpower or equipment support. OCSD would be expected to cover the cost for the manpower that would be provided. An example of a request OCSD could receive is for a mobile generator with operator. OCSD would need to supply the generator with operator and pay the operator's wages while he is assigned to the mutual aid support of the requesting agency.

Currently, OCSD is a member of two mutual aid organizations; Water Emergency Response Organization of Orange County (WEROC), and Orange County Operational Area.

General Counsel has reviewed the Cal/WARN articles of agreement and had no comments or concerns.

JDR:RPG:JR:WB

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**California Water/Wastewater Agency Response Network (CalWARN)
2007 Omnibus Mutual Assistance Agreement**

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

Orange County Sanitation District

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the [information requested on Emergency Contacts List](#) to:

Raymond Riordan
CalWARN, State Steering Committee
2662 Marsh Drive
San Ramon, California 94583.

STEERING COMMITTEE

AGENDA REPORT

| | |
|--------------------------|----------------------------|
| Meeting Date 08/26/09 | To Bd. of Dir. 08/26/09 |
| Item Number 2 | Item Number 9 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Michael Gold, Public Affairs Manager

SUBJECT: Approval of the Amended Joint Powers Agreement for the Orange County Council of Governments

GENERAL MANAGER'S RECOMMENDATION

(1) Adopt Resolution No. OCSD 09-12, Approving an Amended and Restated Orange County Council of Governments (OCCOG) Joint Powers Agreement, in a form approved by General Counsel; and,

(2) Approve annual membership dues to OCCOG for an amount not to exceed \$5,000 per year.

SUMMARY

The Orange County Council of Governments completed a comprehensive review of the 1996 Joint Powers Agreement that governed the organization. As a result of the review, the document was revised and now includes a provision for member agencies to pay dues.

PRIOR COMMITTEE/BOARD ACTIONS

July 1996 – Approval of Joint Powers Agreement establishing OCCOG.

ADDITIONAL INFORMATION

As a 40-member joint powers authority, OCCOG serves as an official sub-region of the Southern California Association of Governments (SCAG).

OCCOG – through its Board of Directors of elected Orange County representatives, its representatives on SCAG's Governing Board and policy committees, and its Technical Advisory Committee – provides a coordinated mechanism for Orange County technical and policy recommendations to be issued on SCAG plans and programs and on behalf of its member agencies.

Forty agencies are currently members of OCCOG, including all Orange County cities, the County of Orange, Orange County Transportation Authority, the Transportation Corridor Agencies, the Orange County Sanitation District and the Independent Special Districts of Orange County.

OCCOG's Request

In 2009, the OCCOG Board of Directors completed an overdue and comprehensive revision to the original 1996 OCCOG joint powers agreement provisions. The Board recognized the need to amend and restate the original joint powers agreement to:

- Update its references to OCCOG's administration;
- Establish an executive director;
- Streamline and make consistent provisions relating to the joint powers agreement and OCCOG bylaws; and
- Update the references to the member agencies and their voting on the OCCOG Board.

Key provisions of the amended and restated OCCOG joint powers agreement include:

- Establishing annual membership dues to assist in financing its operation. Previously, these costs were absorbed by certain volunteers; and,
- Broadening the powers of OCCOG to hire and retain staff and consultants to conduct its responsibilities as a SCAG sub-region.

On June 25, the OCCOG Board of Directors unanimously adopted the amended and restated joint powers agreement. According to its bylaws, this agreement must now be approved by all member agencies.

Currently, Mark Waldman serves as OCSD's representative to OCCOG with Jim Ferryman as his alternate. In order for OCSD to retain its seat on the Board, we must be a dues paying member.

Financial Impacts

Currently, OCCOG's dues would be capped at \$5,000 per agency. In the past, OCCOG did not charge dues but to hire and retain staff and recover costs, the new JPA allows for dues. OCSD would pay the maximum \$5,000. There are funds in the budget to cover this cost.

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE
ORANGE COUNTY COUNCIL OF GOVERNMENTS**

This presentation reflects the Amended and Restated Agreement made between the Member Agencies (listed in Exhibit 1) hereinafter collectively or individually referred to as "Member Agencies."

RECITALS

A. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two (2) or more public agencies to jointly exercise any power common to them.

B. Each Member Agency and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial and other related fields.

C. Member Agencies realize the urgent need for areawide planning and coordination in order to provide advice to public entities on a range of issues that affect multiple interests.

D. Member Agencies believe that the joint exercise of their powers will provide an organization capable of conducting studies and projects designed to improve and coordinate common governmental responsibilities and services on an areawide and regional basis through the establishment of a council of governments.

E. Member Agencies wish to create a unified subregional organization which will improve Orange County's abilities to be represented in the southern California region, the State of California and the nation on issues and matters that affect collective Orange County interests.

F. Member Agencies believe that an Orange County Council of Governments (“OCCOG”) is best suited to accomplish the preparation of subregional plan components mandated by state and federal law to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an areawide and regional basis through the establishment of a council of governments, and explore areas of intergovernmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

G. Between approximately April 1996 and January 1998, thirty (30) Member Agencies adopted the original Joint Powers Agreement (“Original JPA”) for the OCCOG. Since that date, twelve (12) additional Orange County agencies have signed the Original JPA to become Member Agencies.

H. The Member Agencies believe the OCCOG has been operating effectively at accomplishing its purposes, as outlined in the Original JPA, and seeks to have the Original JPA amended by this Amended and Restated JPA to better comport with the present and anticipated future needs of the OCCOG.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Member Agencies agree as follows:

SECTION 1
ESTABLISHMENT

This Agreement amends and supersedes the Original JPA in its entirety. There is hereby created an organization known and denominated as the Orange County Council of Governments (OCCOG) which shall be a public entity, separate and apart from any member city or county. The Orange County Council of Governments shall be governed by the terms of this Joint Powers Agreement and the Rules, duly passed and adopted by the Board.

SECTION 2
PURPOSE AND FUNCTIONS

2.1 Functions

OCCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. The OCCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Orange County;
- c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of its members;
- d. Seek economies of scale whenever practical in the administration of governmental services;
- e. Exercise jointly the common powers of its members to manage and administer any implementation agreement or program;
- f. Make and enter into contracts;
- g. Contract for the services of engineers, attorneys, planners, financial consultants and others and employ such other persons, as it deems necessary;
- h. Adopt rules, regulations, policies, bylaws and procedures governing the operation of OCCOG;
- i. Apply for grants under any federal, state, regional or local programs as needed to achieve member objectives;
- j. Seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the OCCOG;
- k. Incur debts, liabilities or obligations;
- l. Acquire, hold or dispose of property;
- m. Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

- n. To the extent not specifically provided in this Agreement, to exercise any powers authorized by the member agencies to achieve the OCCOG's objectives and such further powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508.

2.2 Limitation of Powers

The manner in which the OCCOG may exercise its powers shall be subject to any statutory limitations applicable to the Orange County Transportation Authority.

SECTION 3

ORGANIZATION

3.1 Membership

The parties to OCCOG shall be each public entity which has executed or hereafter executes this agreement, or any addenda, amendment, or supplement thereto, and which has not, pursuant to provisions hereof, withdrawn from the OCCOG.

Other entities within Orange County may petition to become a member of the OCCOG by submitting to the Board of Directors ("Board") a resolution adopted by its governing body. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board the petitioning entity shall become a member of the OCCOG.

The names of the member parties at any time shall be shown on Exhibit 1, attached, as amended or supplemented from time to time.

3.2 Withdrawal from Membership

Any member of OCCOG may, at any time, withdraw from the OCCOG. The withdrawal of a member agency shall become effective ninety (90) days after a resolution adopted by its governing body which authorizes withdrawal is received by the OCCOG.

3.3 Successor Agency

The Orange County Council of Governments is hereby designated the successor in interest to the Orange County Regional Advisory and Planning Council (RAPC).

SECTION 4 **BOARD OF DIRECTORS**

4.1 Board of Directors and Voting

All functions of the OCCOG shall be exercised by the Board. Recognizing the provisions for formation in Section 9.1 of this agreement, the Board would be composed of elected officials and ex-officio (non voting) representatives of the following entities, as further provided in the OCCOG's Bylaws:

| <u>Entity</u> | <u>No. of</u> |
|---|------------------|
| <u>Members</u> | <u>Voting</u> |
| County of Orange | 1 |
| Orange County Transportation Authority | 1 |
| Orange County Transportation Corridor Agencies | 1 |
| Orange County Sanitation District | 1 |
| Orange County ISDOC/Water Agencies Representative | 1 |
| Orange County Representative to SCAQMD | 1 |
| Orange County Delegates to SCAG | 12 |
| Orange County SCAG representative | 1 |
| At-large Orange County Cities Member | 1 |
| Total Members | 20 voting |

Additionally, there shall be one Orange County Division, League of California Cities Representative (non-voting Ex-Officio), one Private Sector Representative (non-voting Ex-Officio) and one University Representative (non-voting Ex-Officio) on the OCCOG Board, but more may be established based on needs and in accordance with the OCCOG's Bylaws.

4.2 Terms/Removal

Board members serve at the pleasure of the appointing entity and Board, as further set forth in the OCCOG Bylaws.

4.3 Vacancies/Alternates

If a person who has been appointed as a director ceases to serve as a member of the appointing entity or no longer qualifies to serve as a member of the appointing entity, he/she shall no longer serve on the OCCOG Board. The appointing entity is encouraged to fill vacancies as expeditiously as possible to ensure representation on the voting Board.

Each Board member can designate one or two alternates, provided that said alternates serve in a similar capacity in the entity as the Board member (i.e., elected officials for voting members). Alternate directors shall receive all meeting notices and written material sent to directors and shall have the right to participate and vote at meetings of the Board in the absence of the director for whom the alternate director serves.

All provisions of law relating to conflicts of interest that apply to a Board member shall apply to alternate board members.

4.4 Ex-Officio Representatives

Such representatives shall receive all meeting notices, shall have the right to participate in Board discussions, and shall have the right to place matters on the agenda, but shall not be counted towards a quorum of the Board and shall have no vote.

4.5 No Dual Representation

It is recognized that elected officials often represent various agencies by serving on various boards, committees, etc. In instances where elected officials represent more than one OCCOG member agency, the official will choose one agency to represent. When an elected official is the sole representative of an agency, the elected official shall represent that agency on the OCCOG Board. Procedures

for filling open OCCOG member positions will follow those described in the OCCOG's Bylaws.

4.6 Officers

Chair: The Chair of the Board shall be elected annually as further provided in the OCCOG bylaws. Any Board member may be authorized to represent the Board upon approval by the Chairman.

Vice Chair: The Vice Chair of the Board shall be elected annually, as further provided in the OCCOG bylaws, and have all the powers to act in the place of the Chair in the Chair's absence.

4.7 Quorum

A majority of appointed voting directors shall constitute a quorum for acting on the business of the Board. If such number of Board members is an even number, a majority shall be one more than half the number of appointed directors to the Board.

4.8 Meetings

Regular Meetings: Regular meetings of the Board shall be held every month according to a schedule approved by the Board at its first meeting each calendar year.

Special Meetings: Special meetings may be called by the Chairman or a quorum of Board members.

Brown Act: All meetings shall be called and conducted in accordance with the Ralph M. Brown Act.

4.9 Bylaws

Bylaws providing additional details pertaining to the conduct of OCCOG and its support structure will be established and approved by the OCCOG Board.

SECTION 5
STAFFING, FUNDING AND ADDITIONAL
RESPONSIBILITIES

5.1 Staffing, Consultants and Agents

The Board shall have the power to appoint, by employment or on a contractual basis, and remove an administrative officer to serve as the Executive Director of the Board. Such Executive Director shall have full authority and responsibility to implement the purposes and objectives of the OCCOG, subject to the general authority of the Board and specific definition of duties, responsibilities and compensation by contract or employment terms as approved by the Board and as provided by the OCCOG Bylaws. The duties of the Executive Director may be delegated by the Executive Director to subordinate employees or performed through contractual services.

The Board may appoint any additional staff, consultants or agents, as deemed necessary or desirable by approval of the Board. Such additional officers may be officers or employees of a Member Agency or the Board may approve entering into a contractual agreement for services for any function necessary for the Board to carry out its purpose, which additional officers or employees shall not be deemed employees of the OCCOG.

Additional support to OCCOG may be provided through committees, as established in the Bylaws.

5.2 Funding

Dues: Each Member of the OCCOG shall pay annual membership dues to recover costs for staffing, legal services, equipment, materials, contract services, office space and other capital and operational costs as stipulated by OCCOG's annual adopted budget, which dues shall initially be set at the amount provided as Exhibit "2" attached hereto and, thereafter, adjusted pursuant to OCCOG's annual adopted budget. Said dues structure shall be established by resolution of the Board and shall be updated annually.

Additional funding for the OCCOG's operation may be provided by monies provided to Orange County from the Southern California Association of Governments, member and/or non-member agency financial contributions, grants, and other sources authorized and approved by the OCCOG Board.

5.3 Assignment of Additional Responsibilities

Additional responsibilities will be undertaken by OCCOG in accordance with the following procedures.

Requests to Examine Issues and Provide Input/Recommendations: Requests from non-member and member agencies may be made to OCCOG to examine activities and provide recommendations. The OCCOG shall assign the Executive Director or an OCCOG committee the task of examining staffing needs and funding issues to undertake additional responsibilities, including the need to establish a special assessment to fund any additional responsibility, and providing recommendations to OCCOG on how and whether it might choose to pursue the request. In addition to considering potential staffing/funding constraints, the Executive Director or OCCOG committee will also base its recommendations, and the OCCOG shall consider, on whether the request/issue has strong countywide support among OCCOG members and can reduce or eliminate duplication, improve efficiencies and otherwise achieve countywide consensus and OCCOG objectives.

Assignment of Responsibilities to OCCOG: Should requests from member and/or non-member agencies be made for the OCCOG to assume responsibility for delivery of services, development of plans, programs or similar activities, the OCCOG would assume said responsibilities upon approval of its Board, with concurrence of the affected agency(ies).

SECTION 6
FINANCES

6.1 Budget

Prior to July 1st of each fiscal year, the Board shall adopt a budget.

6.2 Designation of Treasurer and Auditor/Controller

The Board shall, in accordance with applicable law, designate a Treasurer and Auditor/Controller for the OCCOG. The Treasurer shall have charge of the depositing and custody of all funds held by the OCCOG. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505 and 6505.5 of the Government Code and such duties as may be required by the Board. The Auditor/Controller shall maintain the financial records of the OCCOG, and shall perform such functions as may be required by provisions of applicable law, this Agreement and any OCCOG bylaws and the direction of the Board.

6.3 Obligations of the OCCOG

As authorized by California Government Code Section 6508.1, the debts, liabilities and obligations of the OCCOG shall be the debts, liabilities or obligations of the OCCOG alone. No member of the OCCOG shall be responsible, directly or indirectly, for any obligation, debt or liability of the OCCOG, whatsoever. The debts, liabilities and obligations of the OCCOG shall be the debts, liabilities and obligations of the OCCOG alone, and not of the Members.

6.4 Control and Investment of OCCOG Funds

The Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

6.5 Funds and Properties

The Board shall appoint an entity to receive and have the custody of, and disburse OCCOG funds and property and make disbursements as agreed to by its members. The appointed entity shall invest OCCOG funds in accordance with the general law. All interest collected on OCCOG funds shall be accounted for and posted to the account of said funds.

6.6 Accounts and Reports

The OCCOG shall establish and maintain such records and accounts which are deemed necessary to account for and report on the various sources of funds, expenditures, grants, programs and projects and, as may be required by good accounting practice, the State Controller or the United States Government. The books and records of the OCCOG shall be open to inspection by representatives of the member agencies at all reasonable times.

SECTION 7 INDEMNITY

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party of its employees.

The member agencies, and their employees, officers, members and directors will not be liable to OCCOG (or anyone who may claim any right because of a relationship with OCCOG) for any acts or omissions related to the service to OCCOG. OCCOG and its members will indemnify and hold the members harmless from any obligations, costs, claims, judgments, attorney's fees, and/or attachments in any way connected with the services provided to OCCOG under this agreement.

SECTION 8
TERMINATION AND) DISSOLUTION

8.1 Termination

The OCCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement: providing, however, that the OCCOG and this agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of the OCCOG. Termination shall be accomplished by a majority action of the Board.

8.2 Distribution of Property and Funds

In the event of the termination of this Agreement, any property interest remaining in OCCOG following the discharge of all obligations shall be disposed in accordance with Government Code Section 6512.

SECTION 9
MISCELLANEOUS

9.1 Effective Date

This Agreement shall be effective and the Orange County Council of Governments shall exist from and after such date as this Agreement has been executed by 50 percent plus one of the cities or the County of Orange in Orange County representing over 50 percent of the County's population.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by the signatures below.

MEMBER AGENCY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

E X H I B I T 1
MEMBER AGENCIES LISTING

City of Aliso Viejo
City of Anaheim
City of Brea
City of Buena Park
City of Costa Mesa
City of Cypress
City of Dana Point
City of Fountain Valley
City of Fullerton
City of Garden Grove
City of Huntington Beach
City of Irvine
City of La Habra
City of La Palma
City of Laguna Beach
City of Laguna Hills
City of Laguna Niguel
City of Laguna Woods
City of Lake Forest
City of Los Alamitos
City of Mission Viejo
City of Newport Beach
City of Orange
City of Placentia
City of Rancho Santa Margarita
City of San Clemente
City of San Juan Capistrano
City of Santa Ana
City of Seal Beach
City of Stanton
City of Tustin
City of Villa Park
City of Westminster

City of Yorba Linda

County of Orange

Orange County Independent Special Districts/Water Agencies

Orange County Transportation Authority

Foothill / Eastern Transportation Corridor Agency

San Joaquin Hills Transportation Corridor Agency

Orange County Sanitation District

South Coast Air Quality Management District

E X H I B I T 2

FY2009-10 OCCOG MEMBERSHIP DUES

BOARD OF DIRECTORS

AGENDA REPORT

| | |
|--------------|----------------------------|
| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 11 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Martin Dix

SUBJECT: REPLACEMENT OF THE ROCKY POINT PUMP STATION,
CONTRACT NO. 5-50

GENERAL MANAGER'S RECOMMENDATION

1. Approve Plans and Specifications for Replacement of the Rocky Point Pump Station, Contract No. 5-50, on file at the office of the Clerk of the Board;
2. Approve Addendum Nos. 1 and 2 to the plans and specifications;
3. Receive and file bid tabulation and recommendation;
4. Award a construction contract to Kiewit/Mass, a Joint Venture for Replacement of the Rocky Point Pump Station, Contract No. 5-50, for a total amount not to exceed \$8,383,000; and,
5. Approve a contingency of \$502,980 (6%).

SUMMARY

- The purpose of this project is to replace the existing 70-year old Rocky Point Pump Station with a new pump station that meets national and state codes, utilizing the current Orange County Sanitation District (Sanitation District) Design Guidelines. The project will include a new pump station and all appurtenances located on property acquired from the International Bay Clubs, Inc. by the Sanitation District.
- Malcolm Pirnie, Inc. completed the plans and specifications for Contract No. 5-50 in May 2009.
- Twelve sealed bids were received on July 21, 2009. After the evaluation of the bids by the Evaluation Team, the low bidder was deemed "Responsible and Responsive." Summary information on the bid opening for Contract No. 5-50 is as follows:

| | |
|------------------------------------|---------------|
| Project Budget | \$ 30,951,579 |
| Construction Contract Budget | \$ 18,250,000 |
| Engineer's Estimate | \$ 17,900,000 |
| Lowest Responsive, Responsible Bid | \$ 8,383,000 |
| High Bid | \$ 13,926,000 |

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

This Contract contains the following sole source items: Wemco Pumps, DeZurik Plug Valves, Valmatic Plug Valves, Square D Power Logic ION 7550, Modicon PLC and Remote I/O Equipment, Modicon Fiber Optic Repeaters, and N-Tron Ethernet Switches. These items are included in the Contractor's bid.

A sole source request was made for the Wemco Pumps, DeZurik Plug Valves, and Valmatic Plug Valves because no other comparable product or service was available. The other sole source equipment items listed above were requested for their compatibility with existing Sanitation District systems.

A contingency of 6% for construction change orders on this project is due to the higher than normal risk associated with boring in West Coast Highway, a roadway heavily congested with traffic and underground utilities.

The Contractor selection was conducted in accordance with the Sanitation District's adopted policies and procedures. The summary of bids is as follows:

| <u>Bidder</u> | <u>Amount of Bid</u> |
|-----------------------------------|----------------------|
| Kiewit/Mass, A Joint Venture | \$ 8,383,000 |
| TC Construction Co., Inc. | \$ 9,193,000 |
| Brutoco Eng. & Construction, Inc. | \$ 9,443,980 |
| Skanska USA Civil West | \$ 9,755,800 |
| Stanek Constructors | \$10,200,000 |
| SEMA Construction, Inc. | \$10,408,350 |
| Sukut Construction, Inc. | \$10,489,700 |
| Metro Builders & Eng. Group, Ltd. | \$10,934,180 |
| Steve P. Rados, Inc. | \$11,418,550 |
| MMC Inc. dba MMC Southwest Inc. | \$13,260,729 |
| C.W. Roen Construction Co. | \$13,804,000 |
| Diablo Contractors, Inc. | \$13,926,000 |

This Capital Improvement Project complies with the authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted. (Line item: Page A-7, Item Number 19).

Award Date: 08/26/09

Contract Amount: \$8,383,000

Contingency: \$502,980 (6%)

JH:MD:aln:eh

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BOARD OF DIRECTORS

AGENDA REPORT

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| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 12 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Jim Herberg, Director of Engineering
Project Manager: Martin Dix

SUBJECT: BAYSIDE DRIVE IMPROVEMENT, CONTRACT NO. 5-61

GENERAL MANAGER'S RECOMMENDATION

1. Approve Plans and Specifications for Bayside Drive Improvement, Contract No. 5-61, on file at the office of the Clerk of the Board;
2. Approve Addendum Nos. 1, 2, and 3 to the plans and specifications;
3. Receive and file bid tabulation and recommendation;
4. Award a construction contract to Colich & Sons, L.P., for Bayside Drive Improvement, Contract No. 5-61, for a total amount not to exceed \$1,400,000; and,
5. Approve a contingency of \$84,000 (6%).

SUMMARY

- This project will rehabilitate a portion of the Bayside Drive Sewer. The rehabilitation consists of installing a structural cured in place lining and relining the existing manholes, as necessary.
- This project will also rehabilitate an aging City of Newport Beach (City) 10-inch sewer tributary to the Bayside Drive sewer. A Reimbursement Agreement to pay for the City work associated with this project is being prepared, and will be presented to the Board of Directors for approval in October, 2009.
- Five sealed bids were received on July 28, 2009. After the evaluation of the bids by the Evaluation Team, the low bidder was deemed "Responsible and Responsive." Summary information on the bid opening for Contract No. 5-61 is as follows:

| | |
|------------------------------------|--------------|
| Project Budget | \$ 3,750,000 |
| Construction Contract Budget | \$ 2,100,000 |
| Engineer's Estimate | \$ 1,811,000 |
| Lowest Responsive, Responsible Bid | \$ 1,400,000 |
| High Bid | \$ 1,931,000 |

PRIOR COMMITTEE/BOARD ACTIONS

N/A

CEQA FINDINGS

The recommended action is statutorily exempt from the California Environmental Quality Act pursuant to Public Resource Code Section 21080.21 and categorically exempt pursuant to CEQA Guidelines 15282(k) because it consists of actions less than one mile in length within a public street or highway and other public rights-of-way for the installation of a new pipeline and/or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, and/or demolition of an existing pipeline.

The recommended action is also categorically exempt pursuant to CEQA Guidelines Sections 15301 because it consists of the operation, repair, maintenance, permitting and/or minor alteration of existing public structures, facilities, and/or mechanical equipment, involving no expansion of use beyond that currently existing. The recommended action is also categorically exempt pursuant to CEQA Guidelines Sections 15302 because it consists of replacement or reconstruction of existing (below-ground) structures and facilities where the new structure will be located on the same site (within the same right of way) as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The recommended action is also within the scope of the Program Environmental Impact Report for the Collection System Improvement Plan, SCH# 2006101018, dated March, 2007. Pursuant to CEQA Guidelines section 15168(c)(4), the Orange County Sanitation District (Sanitation District) has used a written checklist to document its evaluation of the recommended action and has determined that the recommended action is within the scope of the program EIR.

ADDITIONAL INFORMATION

The Contractor selection was conducted in accordance with the Sanitation District's adopted policies and procedures. The summary of bids is as follows:

| <u>Bidder</u> | <u>Amount of Bid</u> |
|-------------------------------|----------------------|
| Colich & Sons, L.P. | \$1,400,000 |
| Spiniello Companies | \$1,554,000 |
| SAK Construction of CA, L.P. | \$1,690,600 |
| Insituform Technologies, Inc. | \$1,777,250 |
| Sancon Engineering, Inc. | \$1,931,000 |

This Capital Improvement Project complies with the authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted. (Line item: Page A-7, Item Number 22).

Award Date: 08/26/09

Contract Amount: \$1,400,000

Contingency: \$84,000 (6%)

JH:MD:eh:gc

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BOARD OF DIRECTORS

AGENDA REPORT

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| Meeting Date | To Bd. of Dir. 08/26/09 |
| Item Number | Item Number 13 |

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

SUBJECT: PROPOSED ADOPTION OF WASTEWATER DISCHARGE REGULATIONS, ORDINANCE NO. OCSD-39

GENERAL MANAGER'S RECOMMENDATION

Ordinance No. OCSD-39, An Ordinance of the Board of Directors of Orange County Sanitation District Establishing Wastewater Discharge Regulations, Revising Article 1, Section 104, and repealing Ordinance No. OCSD-37:

- a. Motion to read Ordinance No. OCSD-39 by title only and waive reading of said entire ordinance.
- b. Motion to introduce Ordinance No. OCSD-39, and pass to second reading and public hearing on September 23, 2009.

SUMMARY

- The proposed revisions to the Wastewater Discharge Regulations are administrative in nature. The administrative update includes a modification of Section 104, Transfer of Permits which also includes a clarification of the definition of change in ownership. Specifically, when the permittee is a legal entity (such as a corporation, partnership, limited liability company, or other legal entity), the permittee is deemed to have undergone a change of ownership when any other legal entity or person acquires direct or indirect ownership or control of more than fifty percent (50%) of the total ownership interest in the permittee.

PRIOR COMMITTEE/BOARD ACTIONS

Received and filed letter dated June 11, 2009 from Nossaman LLP on behalf of Jazz Semiconductor requesting transfer of Conexant Flow Baseline to Jazz Semiconductor at the regular Board meeting held on July 22, 2009.

Adopted Ordinance No. OCSD-37, An Ordinance of the Board of Directors of Orange County Sanitation District adopting Wastewater Discharge Regulations and repealing Ordinance No. OCSD-31 at the regular Board meeting held on May 28, 2008

ADDITIONAL INFORMATION

OCSD's Source Control Division is responsible for administering and enforcing the District's Ordinance and National Pretreatment Program through an extensive permitting, monitoring and enforcement program to regulate the discharge into local sewers of pollutants from industrial facilities as well as commercial and residential communities.

The National Pretreatment Program is derived from the federal Clean Water Act of 1972. The program was established to regulate the introduction of pollutants into the sewer system from industrial sources. Discharges targeted for regulation include those that will interfere with a treatment facility operation, that may pass through the treatment works and cause environmental harm, or that are otherwise incompatible with such works. The program is also intended to improve opportunities to reclaim municipal wastewater and biosolids.

Recognizing the need to control the quality of wastewater discharges, the Board of Directors adopted the first Ordinance in February 1954, which was amended in February 1958, and again in April 1970. The 1970 amendments formally established the District's source control program for the purpose of issuing permits, setting discharge limits, and monitoring industrial discharges to the sewer system. In July 1976, the Ordinance was expanded to include numerical discharge limits for heavy metals.

In July 1983, the Ordinance was again amended to include enforcement of EPA's newly promulgated categorical pretreatment regulations and to modify the District's local limits for cadmium, copper, and toxic organics at the levels currently enforced. In September 1989, the Ordinance was further amended to include revisions to the federal pretreatment standards and other provisions for implementation of a waste minimization program and escalated enforcement proceedings.

In February 1992, the Ordinance was revised to incorporate new federal and state regulatory mandates for the administrative and civil penalties. In July 1998, the Ordinance was again amended to include the newly adopted policy pertaining to fees and charges for the use of the District's sewer system.

Attachment

1. Ordinance No. OCSD-39

JDR:LT:ab

ORDINANCE NO. OCSD-39

AN ORDINANCE OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT ESTABLISHING WASTEWATER DISCHARGE REGULATIONS, REVISING ARTICLE 1, SECTION 104, AND REPEALING ORDINANCE NO. OCSD-37

The Board of Directors of the Orange County Sanitation District (OCSD) does hereby FIND:

A. That a comprehensive 30-year Master Plan of Capital Facilities, entitled "Collection, Treatment and Disposal Facilities Master Plan – 1989", hereinafter referred to as the "Master Plan", which includes detailed financial and engineering reports, was prepared, approved, and adopted by the Boards of Directors of the Predecessor Districts in 1989, setting forth and identifying the required future development of OCSD Facilities, including the financial projections for providing sewer service to all properties within the individual service areas of each of the nine Predecessor Districts; and,

B. That the financial and engineering reports of the Master Plan were made available to the public, both prior to and subsequent to the adoption of the Master Plan, and were subject to noticed public hearings, all in accordance with the provisions of the California Constitution and Government Code Section 66016, and other provisions of law; and,

C. That the OCSD, in 1997, as part of its maintenance and updating of its Master Plan, undertook a comprehensive evaluation and study of its operational and financial needs for the next 20 years, including a detailed assessment of all types and categories of users; the demands on the system and capacity needs of the system to provide necessary service to the multiple categories of users; the total costs of the existing and future facilities in the system; and alternate methodologies for establishing fair and equitable charges to connect to and gain access to the system. These comprehensive planning, engineering, and financial studies led to the development of an updated Comprehensive Master Plan of Capital Facilities, which was approved and adopted by OCSD Resolution No. 99-21 of the Board of Directors on October 27, 1999; and,

D. That in June 2002 the OCSD completed the Interim Strategic Plan Update (ISPU) which further updated these critical factors and developed revised cost estimates and user fee projections for upgrading the OCSD's level of treatment to secondary standards. On July 17, 2002, after reviewing: (1) the ISPU treatment alternatives, (2) ocean monitoring data, (3) public input, (4) regulatory issues, and (5) financial considerations, the Board of Directors made the decision to upgrade our treatment to meet secondary treatment standards; and,

E. That the OCSD is required by federal and state law, including the Clean Water Act (33 U.S.C. 1251, et seq.), the General Pretreatment Regulations (40 C.F.R. 403), and the Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.), to implement and enforce a program for the regulation of wastewater discharges to the OCSD's sewers; and,

F. That the OCSD is required by federal, state and local law to meet applicable standards of treatment plant effluent quality; and,

G. That the adoption of this Ordinance is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a) and categorically exempt pursuant to California Code of Regulations Sections 15307 and 15308.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

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

ARTICLE 1

GENERAL PROVISIONS

101. PURPOSE AND POLICY

This ordinance sets uniform requirements for Users of OCSD's facilities and enables OCSD to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403). This Ordinance shall be interpreted in accordance with the definitions set forth in Section 102. The provisions of the Ordinance shall apply to the direct or indirect discharge of all liquid wastes carried to facilities of the OCSD.

A. The purpose of this Ordinance is to provide for the maximum public benefit from the use of the OCSD facilities. This shall be accomplished by regulating sewer use and wastewater discharges, by providing equitable distribution of costs, in compliance with applicable Federal, State and local Regulations, and by supporting the proper disposal of Prescription Drugs as noted in the guidelines published by the Office of National Drug Control Policy. The revenues to be derived from the application of this Ordinance shall be used to defray all costs of providing sewerage service by the OCSD, including, but not limited to, administration, operation, monitoring,

maintenance, financing, capital construction, replacement and recovery, and provisions for necessary reserves;

- B. This ordinance is meant to protect both OCSD personnel who may be affected by wastewater, sludge, and biosolids in the course of their employment and the general public;
- C. To comply with Federal, State, and local policies and to allow the OCSD to meet applicable standards of treatment plant effluent quality, biosolids quality, and air quality, provisions are made in this Ordinance for the regulation of wastewater discharges to the public sewer. This Ordinance establishes quantity and quality limits on all wastewater discharges which may adversely affect the OCSD's sewerage systems, processes, effluent quality, biosolids quality, air emission characteristics, or inhibit the OCSD's ability to beneficially reuse or dispose of its treated wastewater, biosolids or meet biosolids discharge criteria.

It is the intent of these limits to improve the quality of wastewater being received for treatment and to encourage water conservation and waste minimization by all users connected to a public sewer. It is the OCSD's intent to limit future increases in the quantity (mass emission) of waste constituents being discharged. This Ordinance also provides for regulation of the degree of waste pretreatment required, the issuance of permits for wastewater discharge and connections and other miscellaneous permits, and establishes penalties for violation of the Ordinance.

- D. Since the OCSD is committed to a policy of wastewater reclamation and reuse in order to provide an alternate source of water supply, the implementation of programs for reclamation through secondary and tertiary wastewater treatment processes may necessitate more stringent quality requirements on wastewater discharges. In the event that more stringent quality requirements are necessary, the Ordinance will be amended to reflect those changes.
- E. Since the OCSD is committed to a policy for the beneficial use of biosolids, the implementation of programs to land-apply or provide for the marketing and distribution of biosolids may necessitate more stringent quality requirements on wastewater discharges.
- F. Since the OCSD is also committed to meet applicable air quality goals established by the South Coast Air Quality Management OCSD, more stringent quality requirements on wastewater discharges may be required to meet such goals.

102. DEFINITIONS

- A. Unless otherwise defined herein, terms related to water quality shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

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

Other terms not herein defined are defined as being the same as set forth in the International Conference of Building Officials Uniform Building Code, Current Edition.

1. Best Management Practices (BMPs) shall mean schedules of activities, prohibitions of practices, maintenance procedures, operating procedures, practices to control spillage or leaks, treatment requirements, and other management practices to prevent or reduce pollution or to meet Article 2 standards.
2. Biochemical Oxygen Demand (BOD) shall mean a measurement of oxygen utilized by the decomposition of organic material, over a specified time period (usually 5 days) in a wastewater sample. It is used as a measurement of the readily decomposable organic content of wastewater.
3. Board shall mean the Board of Directors of the Orange County Sanitation District.
4. Bypass shall mean the intentional diversion of wastestreams from any portion of an industrial user's treatment facility.
5. Capital Facilities Connection Charge shall mean the payment of a fee, imposed by the governing Board of the OCSD, to pay for the future costs of constructing new sewerage collection, treatment, and disposal facilities; and as a contributive share of the cost of the existing facilities. This charge shall be paid by all property owners at the time they develop the property and connect directly or indirectly to the OCSD sewerage facilities as a new system user. This charge, whose rates areas set forth in a separate Ordinance, is expressly authorized by the provisions of California Health & Safety Code Sections 5471 and 5474.
6. Charge For Use shall mean the OCSD's sanitary sewer service

charge, a charge established and levied by the OCSD upon residential, commercial and industrial users of the OCSD's system, pursuant to Sections 302.6(F)2, or 303.6(F)2 of this Ordinance, in proportion to the use of the treatment works by their respective class, that provides for the recovery of the costs of operation and maintenance expenses, capital facilities rehabilitation or replacement, and adequate reserves for the sewage treatment works. The minimum charge for use is the Annual Sewer Service Fee Residential Users

7. Chemical Oxygen Demand (COD) shall mean a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in wastewater.
8. Class I User shall mean any user who discharges wastewater that:
 - a) is subject to Federal Categorical Pretreatment Standards; or
 - b) averages 25,000 gallons per day or more of regulated process wastewater; or
 - c) is determined to have a reasonable potential for adversely affecting the OCSD's operation or for violating any pretreatment standard, local limit, or discharge requirement; or
 - d) may cause, pass through or interference with the OCSD sewerage facilities
9. Class II User shall mean any industrial user whose charge for use is greater than special assessment "OCSD Sewer User Fee" included on the County of Orange secured property tax bill exclusive of debt service, that discharges wastes other than sanitary, and that is not otherwise required to obtain a Class I permit.
10. Code of Federal Regulations (CFR) shall mean the codification of the general and permanent regulations published in the Federal Register by the executive departments and agencies of the Federal Government.
11. Compatible Pollutant shall mean a combination of biochemical oxygen demand, suspended solids, pH, fecal coliform bacteria, plus other pollutants that the OCSD's treatment facilities are designed to accept and/or remove. Compatible pollutants are non-compatible when discharged in quantities that have an adverse effect on the

OCSD's system or NPDES permit, or when discharged in qualities or quantities violating any Federal Categorical Pretreatment Standard, local limit, or other discharge requirement.

12. Composite Sample shall mean a collection of individual samples obtained at selected intervals based on an increment of either flow or time. The resulting mixture (composite sample) forms a representative sample of the wastestream discharged during the sample period.
13. Connection Permit shall mean a permit issued by the OCSD, upon payment of a capital facilities connection charge, authorizing the permittee to connect directly to a OCSD sewerage facility or to a sewer which ultimately discharges into a OCSD sewerage facility.
14. Control Authority shall mean the Orange County Sanitation District.
15. Department Head shall mean that person duly designated by the General Manager to direct the Technical Services Department, including the Source Control Division and perform those delegated duties as specified in this Ordinance.
16. Discharger shall mean any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer. Discharger shall mean the same as User.
17. District shall mean the Orange County Sanitation District.
18. Division Head shall mean that person duly designated by the General Manager to implement the OCSD's Source Control Program and perform the duties as specified in this Ordinance.
19. Domestic Septage shall mean the liquid and solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receives only domestic wastewater.
20. Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.
21. Downstream Sampling or Monitoring shall mean sampling or monitoring usually conducted in a city or agency owned sewer for the purpose of determining the compliance status of an industrial or

commercial discharger.

22. Dry Weather Urban Runoff shall mean surface runoff flow that is generated from any drainage area within OCSD's service area during a period that does not fall within the definition of Wet Weather. It is surface runoff that contains pollutants that interfere with or prohibit the recreational use and enjoyment of public beaches or cause an environmental risk or health hazard.
23. Enforcement Compliance Schedule Agreement (ECSA) shall mean a mutual agreement between the OCSD and permittee requiring implementation of necessary pretreatment practices and/or installation of equipment to ensure permit compliance.
24. Federal Categorical Pretreatment Standards shall mean any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. 1317) which apply to a specific category of industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
25. Federal Regulations shall mean any applicable provision of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, Title 33, United States Code, Section 1251 and following, and any regulation promulgated by the United States Environmental Protection Agency under Title 40 CFR implementing that act.
26. Flow Monitoring Facilities shall mean equipment and structures provided at the user's expense to measure, totalize, and/or record, the incoming water to the facility or the wastewater discharged to the sewer.
27. General Manager shall mean the individual duly designated by the Board of Directors of the OCSD to administer this Ordinance (REFER TO SECTION 107).
28. Grab Sample shall mean a sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.
29. Industrial User shall mean any user that discharges industrial wastewater.
30. Industrial Wastewater shall mean all liquid-carried wastes and

wastewater of the community, excluding domestic wastewater and domestic septage, and shall include all wastewater from any producing, manufacturing, processing, agricultural, or other operation.

31. Inspector shall mean a person authorized by the General Manager to inspect any existing or proposed wastewater generation, conveyance, processing, and disposal facilities.
32. Interference shall mean any discharge which, alone or in conjunction with a discharge or discharges from other sources, either:
 - a) inhibits or disrupts the OCSD, its treatment processes or operations, or its biosolids processes, use, or disposal; or
 - b) is a cause of a violation of any requirement of the OCSD's NPDES permit or prevents lawful biosolids or treated effluent use or disposal.
33. LEL (Lower Explosive Limit) shall mean the minimum concentration of a combustible gas or vapor in air (usually expressed in percent by volume at sea level) which will ignite if an ignition source (sufficient ignition energy) is present.
34. Local Sewering Agency shall mean any public agency or private corporation responsible for the collection and disposal of wastewater to the OCSD's sewerage facilities duly authorized under the laws of the State of California to construct and/or maintain public sewers.
35. Major Violation shall mean a discharge over the permitted discharge limit, as determined by the result of a composite sample analysis, as follows:
 - a) a discharge exceeding a mass emission limit by 20% or more, or
 - b) a discharge exceeding a concentration limit by 20% or more, or
 - c) a pH discharge less than 5.0.
36. Mass Emission Rate shall mean the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a

particular constituent or combination of constituents.

37. Maximum Allowable Discharge Limit shall mean the maximum quantity or concentration of a pollutant allowed to be discharged at any period of time.
38. May shall mean permissive or discretionary.
39. Medical Waste shall mean the discharge of isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
40. Milligrams Per Liter (mg/L) shall mean a unit of the concentration of a constituent or compound that is found in water or wastewater. It is 1 milligram of the constituent or compound in 1 liter of water or wastewater.
41. Minor Violation shall mean a discharge over the permitted discharge limit as determined by the result of a composite sample analysis, as follows:
 - a) a discharge exceeding a mass emission limit by less than 20%, or
 - b) a discharge exceeding a concentration limit by less than 20%, or
 - c) a pH discharge equal to or greater than 5.0, but less than 6.0, or
 - d) a pH discharge greater than 12.0.
42. North American Industry Classification System (NAICS) shall mean an industry classification system that groups establishments into industries based on the activities in which they are primarily engaged.
43. National Pollutant Discharge Elimination System Permit (NPDES Permit) shall mean the permit issued to control the discharge to surface waters of the United States as detailed in Public Law 92-500, Section 402.
44. New Source shall mean those sources that are new as defined by 40 CFR 403.3(k) as revised.

45. Non-Compatible Pollutant shall mean any pollutant which is not a compatible pollutant as defined herein.
46. Normal Working Day shall mean the period of time during which production or operation is taking place or any period during which discharge to the sewer is occurring.
47. OCSD shall mean Orange County Sanitation District.
48. OCSD Sewerage Facility or System shall mean any property belonging to the OCSD used in the treatment, reclamation, reuse, transportation, or disposal of wastewater, or biosolids.
49. Ordinance shall mean that document entitled "Wastewater Discharge Regulations" containing OCSD requirements, conditions, and limits for connecting and discharging to the sewer system, as may be amended and modified.
50. pH shall mean both acidity and alkalinity on a scale ranging from 0 to 14 where 7 represents neutrality, numbers less than 7 increasing acidity, and more than 7 increasing alkalinity, and is the logarithm of the reciprocal of the quantity of hydrogen ions in moles per liter of solution.
51. Pass Through shall mean discharge through the OCSD's sewerage facilities to waters of the U.S. which, alone or in conjunction with discharges from other sources, is a cause of a violation of the OCSD's NPDES permit.
52. Permittee shall mean a person who has received a permit to discharge wastewater into the OCSD's sewerage facilities subject to the requirements and conditions established by the OCSD.
53. Person shall mean any individual, partnership, copartnership, company, firm, association, corporation or public agency, joint stock company, trust, estate, or any other legal entity; or their legal representatives, agents, assigns, including all Federal, State, and local governmental entities.
54. Pesticides shall mean those compounds classified as such under Federal or State law or regulations including, but not limited to DDT (dichlorodiphenyltrichloro-ethane, both isomers), DDE (dichlorodiphenyl-ethylene), DDD (dichlorodiphenyldichloroethane), Aldrin, Benzene Hexachloride (alpha [α], beta [β], and gamma

isomers), Chlordane, Endrin, Endrin aldehyde, 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD), toxaphene, α -endosulfan, β -endosulfan, Endosulfan sulfate, Heptachlor, Heptachlor epoxide, Dieldrin, Demeton, Guthion, Malathion, Methoxychlor, Mirex, and Parathion.

55. Pollutant shall mean any constituent, compound, or characteristic of wastewaters on which a discharge limit may be imposed either by the OCSD or the regulatory bodies empowered to regulate the OCSD.
56. Polychlorinated Biphenyls (PCB) shall mean those compounds classified as such under Federal or State law including, but not limited to Aroclors 1016, 1221, 1228, 1232, 1242, 1248, 1254, 1260, and 1262.
57. Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a level authorized by the OCSD prior to, or in lieu of, discharge of the wastewater into the OCSD's system. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means.
58. Pretreatment Facility shall mean any works or devices that the General Manager determines are appropriate to treat, restrict, or prevent the flow of industrial wastewater prior to discharge into a public sewer.
59. Priority Pollutants shall mean the most recently adopted list of toxic pollutants identified and listed by EPA as having the greatest environmental impact. They are classified as non-compatible pollutants and may require pretreatment prior to discharge in order to prevent:
 - a) interference with the OCSD's operation; or
 - b) biosolids contamination; or
 - c) pass through into receiving waters or into the atmosphere.
60. Public Agency shall mean the State of California and any city, county, district, other local authority or public body of or within this State.
61. Public Sewer shall mean a sewer owned and operated by the

OCSD, a city or other local sewerage agency which is tributary to the OCSD's sewerage facilities.

62. RCRA shall mean Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.) and as amended.
63. Regulatory Agencies shall mean those agencies having jurisdiction over the operation of the OCSD including, but not limited to, the following:
 - a) United States Environmental Protection Agency, Region IX, San Francisco and Washington, DC (EPA).
 - b) California State Water Resources Control Board (SWRCB).
 - c) California Regional Water Quality Control Board, Santa Ana Region (RWQCB).
 - d) South Coast Air Quality Management District (SCAQMD).
 - e) California Environmental Protection Agency (Cal-EPA).
64. Regulatory Compliance Schedule Agreement (RCSA) shall mean an agreement between the OCSD and permittee requiring the permittee to implement pretreatment practices and/or install equipment to ensure compliance with future revised categorical pretreatment standards or revised discharge limits.
65. Sample Point shall mean a location accepted by the OCSD, from which wastewater can be collected that is representative in content and consistency of the entire flow of wastewater being sampled.

66. Sampling Facilities shall mean structure(s) provided at the user's expense for the OCSD or user to measure and record wastewater constituent mass, concentrations, collect a representative sample, or provide access to plug or terminate the discharge.
67. Sanitary Waste shall mean domestic wastewater, human excrement and gray water (household showers, dishwashing operations, etc).
68. Septic Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
69. Service Area shall mean an area for which the OCSD has agreed to either provide sewer service, or wastewater treatment, or wastewater disposal
70. Sewage shall mean wastewater.
71. Sewerage Facilities or System shall mean any and all facilities used for collecting, conveying, pumping, treating, and disposing of wastewater or sludge or biosolids.
72. Shall mean mandatory.
73. Significant Non-Compliance (SNC) shall mean the compliance status of an industrial user who is in violation of one or more of the criteria as described in 40 CFR 403.
74. Slug Load shall mean a discharge that exceeds the prohibitions stated in Section 201 and significantly exceeds the usual user flow or pollutant loading, either mass or concentration.
75. Sludge shall mean any solid, semi-solid or liquid decant, supernate or supernate from a manufacturing process, utility service, or pretreatment facility.
76. Special Assessment Credit shall mean the portion of the secured property tax bill that represents the regional special assessment sewer user fee as defined by the OCSD.
77. Special Purpose User shall mean any discharger who is granted a Special Purpose Discharge Permit by the OCSD to discharge unpolluted water, storm runoff, or groundwater to the OCSD's sewerage facilities.
78. Spent Solutions shall mean any concentrated industrial wastewater.

79. Spill Containment shall mean a protection system installed by the permittee to prohibit the discharge to the sewer of non-compatible pollutants.
80. Standard Methods shall mean procedures described in the current edition of Standard Methods for the Examination of Water and Wastewater, as published by the American Public Health Association, the American Water Works Association and Water Pollution Control Federation.
81. Suspended Solids shall mean any insoluble material contained as a component of wastewater and capable of separation from the liquid portion of said waste by laboratory filtration as determined by the appropriate testing procedure and expressed in terms of milligrams per liter.
82. Tax Credit shall mean the Annual Regional Sewer Service Charge on the Secured Property tax bill.
83. Total Organic Carbon (TOC) shall mean the measure of total organic carbon in domestic or other wastewater as determined by the appropriate testing procedure.
84. Total Toxic Organics (TTO) shall mean the summation of all quantifiable values greater than 0.01 milligrams per liter for the organics regulated by the EPA or OCSD for a specific industrial category.
85. Unpolluted Water shall mean water to which no pollutant has been added either intentionally or accidentally.
86. User shall mean any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer. User shall mean the same as Discharger or Industrial User.
87. Waste shall mean sewage and any and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation or of human or animal nature, including such wastes placed within containers of whatever nature prior to and for the purpose of disposal.
88. Waste Manifest shall mean that receipt which is retained by the generator of hazardous wastes as required by the State of California or the United States Government pursuant to RCRA, or the California Hazardous Materials Act, or that receipt which is

retained by the generator for recyclable wastes or liquid non-hazardous wastes as required by the OCSD.

89. Waste hauler shall mean any person carrying on or engaging in vehicular transport of waste as part of, or incidental to, any business for the purpose of discharging said waste into the OCSD's system.
90. Wastewater shall mean the liquid and water-carried wastes of the community and all constituents thereof, whether treated or untreated, discharged into or permitted to enter a public sewer.
91. Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological, and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the quality and quantity of wastewater.
92. Wet Weather shall mean any period of time during which measurable rainfall occurs within of OCSD's service area. This period shall include the time following the cessation of rainfall until OCSD determines that the wet weather event is no longer impacting OCSD's sewerage system.

- B. Words used in this Ordinance in the singular may include the plural and the plural the singular. Use of masculine shall mean feminine and use of feminine shall mean masculine. Shall is mandatory; may is permissive or discretionary.

103. CONFIDENTIAL INFORMATION

All user information and data on file with the OCSD shall be available to the public and governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the OCSD that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the permittee must meet the burden necessary for withholding such information from the general public under applicable State and Federal Law. Any such claim must be made at the

time of submittal of the information by marking the submittal "Confidential Business Information" on each page containing such information.

Information which is demonstrated to be confidential shall not be transmitted to anyone other than a governmental agency without prior notification to the user. Wastewater constituents and characteristics and other effluent data, as defined in 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public.

104. TRANSFER OF PERMITS

- A. Permits issued under this Ordinance are for a specific user, for a specific operation at a specific location or for a specific waste hauler, and create no vested rights.
 - 1. No permit may be transferred to allow a discharge to a public sewer from a point other than the location for which the permit was originally issued.
 - 2. Except as expressly set forth herein, no permit for an existing facility may be transferred to a new owner and/or operator of that facility.
- B. When the permittee is a legal entity (such as a corporation, partnership, limited liability company, or other legal entity), the permittee is deemed to have undergone a change of ownership when any other legal entity or person acquires direct or indirect ownership or control of more than fifty percent (50%) of the total ownership interest in the permittee.
- C. At least thirty (30) days prior to the sale or transfer of ownership of any business operating under a permit issued by the OCSD, the permittee shall notify the OCSD in writing of the proposed sale or transfer. The successor owner shall apply to the OCSD for a new permit at least fifteen (15) days prior to the sale or transfer of ownership in accordance with the provisions of this Ordinance. A successor owner shall not discharge any wastewater for which a permit is required by this Ordinance until a permit is issued by the OCSD to the successor owner.
- D. The written notification of intended transfer shall be in a form approved by the OCSD and shall include a written certification by the new owner and/or operator which:
 - 1. States that the new owner or operator has no immediate intent to modify the facility's operations and/or processes;

2. Identifies the specific date on which the transfer is to occur; and
3. Acknowledges that the new owner or operator is fully responsible for complying with the terms and conditions of the existing permit and all provisions of this Ordinance.

105. EFFECT OF TRANSFER OF PERMITS

Except as expressly set forth in Section 104.C, any permit which is transferred to a new owner and/or operator or to a new facility is void.

106. AUTHORITY

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

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

107. DELEGATION OF AUTHORITY

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

108. SIGNATORY REQUIREMENTS

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

"I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of perjury that this information was obtained in accordance with the Federal Pretreatment Requirements. Moreover, based upon my inquiry of those individuals

immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties not limited to fines and imprisonment for submitting false information."

The statement shall be signed by an authorized representative of the industrial user as defined in 40 CFR 403 or as defined and designated by the OCSD.

ARTICLE 2

GENERAL PROHIBITIONS, LIMITS AND REQUIREMENTS FOR DISCHARGE

201. PROHIBITED DISCHARGES

These prohibitions apply to all users of the OCSD facilities whether or not they are subject to Federal Categorical Pretreatment Standards or any other National, State, or local pretreatment standards or requirements.

A. General Prohibitions.

1. No user shall introduce or cause to be introduced into the OCSD any pollutant, wastewater, or flow which causes pass through or interference or would cause the OCSD to violate any Federal, State, or local regulatory requirement.
2. No user shall increase the contribution of flow, pollutants, or change the nature of pollutants where such contribution or change does not meet applicable standards and requirements or where such contribution would cause the OCSD to violate any Federal, State, or local regulatory permit.
3. No person shall transport waste from one location or facility to another for the purpose of treating or discharging it directly or indirectly to the OCSD sewerage system without written permission from the OCSD.
4. No person shall deliver by vehicular transport, rail car, or dedicated pipeline, directly or indirectly to the OCSD sewerage facilities, wastewater which contains any substance that is defined as a hazardous waste by the Regulatory Agencies.

B. Specific Prohibitions. No user shall introduce or cause to be introduced into the sewerage facilities, pollutants, substances, or wastewater which:

1. Creates a fire or explosive hazard in the sewerage facilities including, but not limited to, wastestreams with a closed-cup

flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21; or produces a gaseous mixture that is 10% or greater of the lower explosive limit (LEL).

2. Causes obstruction to the flow in the sewer system resulting in interference or damage to the sewerage facilities.
3. Produces noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, is sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
4. Results in toxic gases, vapors, or fumes within the sewerage facilities in a quantity that may cause acute worker health and safety problems.
5. Contains any radioactive wastes or isotopes except in compliance with applicable regulations from other governmental agencies empowered to regulate the use of radioactive materials.
6. Causes, alone or in conjunction with other sources, the OCSD's treatment plant effluent to fail a toxicity test.
7. Caused the OCSD's effluent or any other product of the treatment process, residues, biosolids, or scums, to be unsuitable for reclamation, reuse or disposal.
8. Causes discoloration or any other condition which affects the quality of the OCSD's influent or effluent in such a manner that inhibits the OCSD's ability to meet receiving water quality, biosolids quality, or air quality requirements established by Regulatory Agencies.
9. Creates excessive foaming in the sewerage facilities.
10. Violates any applicable Federal Categorical Pretreatment Standard, statute, regulation, or ordinance of any public agency or Regulatory Agency having jurisdiction over the operation of or discharge of wastewater through the sewerage facilities.
11. Has a temperature higher than 140 degrees Fahrenheit, (60 degrees Centigrade), or which causes the temperature at the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Centigrade).
12. Has a pH less than 6.0 or greater than 12.0.

13. Has a maximum Biochemical Oxygen Demand (BOD) greater than 15,000 pounds per day.
14. Is in excess of the permitted mass emission rates established in accordance with: Section 212, or the concentration limits set forth in Table I, or the discharge permit.
15. Contains material which will readily settle or cause an obstruction to flow in the sewer resulting in interference, such as, but not limited to, sand, mud, glass, metal filings, diatomaceous earth, cat litter, asphalt, wood, bones, hair, and fleshings.

202. PROHIBITION ON DILUTION

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

203. PROHIBITION ON SURFACE RUNOFF AND GROUNDWATER

- A. No person shall discharge groundwater, surface runoff, or subsurface drainage directly or indirectly to the OCSD's sewerage facilities except as provided herein. Pursuant to Section 304 or 305, et seq., the OCSD may approve the discharge of such water only when no alternate method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- B. The discharge of such waters shall require a Dry Weather Urban Runoff Permit or a Special Purpose Discharge Permit from the OCSD.

- C. If a permit is granted for the discharge of such water into a public sewer, the user shall pay the applicable charges established herein and shall meet such other conditions as required by the OCSD.

204. PROHIBITION ON UNPOLLUTED WATER

- A. No person shall discharge unpolluted water such as single pass cooling water directly or indirectly to the OCSD's sewerage facilities except as provided herein. Pursuant to Section 305, et seq., the OCSD may approve the discharge of such water only when no alternate method of disposal or reuse is reasonably available or to mitigate an environmental risk or health hazard.
- B. The discharge of such waters shall require a Special Purpose Discharge Permit from the OCSD.
- C. If a permit is granted for the discharge of such water into a public sewer, the user shall pay the applicable charges established herein and shall meet such other conditions as required by the OCSD.

205. RESERVED

206. PROHIBITION ON THE USE OF GRINDERS

- A. Waste from industrial or commercial grinders shall not be discharged into a public sewer, except wastes generated in packing or preparing food or food products. Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer.
- B. Waste from Food Service Establishments operating a grinder is prohibited and shall not be discharged into a public sewer unless written authorization from the OCSD General Manager or his designee is obtained.

207. PROHIBITION ON POINT OF DISCHARGE

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

208. PROHIBITION AND REQUIREMENTS FOR WASTEHAULER DISCHARGES TO THE OCSD SEWERAGE SYSTEM AND WASTEHAULER STATION

- A. No Wastehauler shall discharge to the OCSD sewerage system, domestic septage or other approved waste or wastewater from a vacuum pumping truck or other liquid waste transport vehicle, without first obtaining both a valid Orange County Health Care Agency Permit and a OCSD Wastehauler Permit as required by Section 306. Such wastewaters shall be discharged only at locations designated by the OCSD, and at such times as established by the OCSD. The OCSD may collect samples of each hauled load to ensure compliance with applicable standards.
- B. No Wastehauler shall discharge domestic septage or other approved waste or wastewater constituents in excess of Limits in Table I.
- C. The discharge of industrial wastewater by any Wastehauler is prohibited unless written permission of the General Manager has been obtained, the proper permits have been obtained, and the waste meets Federal and State limits applicable to the user from which the waste was obtained; or Maximum Local Discharge Limits as specified in Table I, whichever are more stringent. The discharge of hauled industrial wastewater is subject to all other requirements of this ordinance.
- D. No Wastehauler shall discharge wastewater to sewers that are tributary to the OCSD's sewerage facilities that are from a source that is not within the OCSD's service area unless prior authorization is granted by the General Manager or his designee.
- E. No Wastehauler shall discharge directly or indirectly to the sewerage facilities any material defined as hazardous waste by RCRA or 40 CFR 261.
- F. Wastehaulers shall provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste.
- G. Discharge at the OCSD disposal station shall be through an appropriate hose and connection to the discharge port. Discharging waste directly to the surface area of the disposal station is prohibited.
- H. Wastehauler hoses must be connected to the disposal station discharge port when being cleaned.
- I. Transferring loads between trucks or from portable toilets to trucks on

OCSD property is prohibited unless permission from OCSD is obtained.

209. RESERVED

210. PROHIBITION ON MEDICAL WASTE

- A. No person shall discharge solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories or other medical facilities to the sewerage system including, but not limited to, hypodermic needles, syringes, instruments, utensils or other paper and plastic items of a disposable nature except where prior written approval for such discharges is given by the General Manager.
- B. The OCSD shall have the authority to require that any discharge of an infectious waste to the sewer be rendered non-infectious prior to discharge if the infectious waste is deemed to pose a threat to the public health and safety, or will result in any violation of applicable waste discharge requirements.

211. PROHIBITION ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES

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

212. MASS EMISSION RATE DETERMINATION

- A. Mass emission rates for non-compatible or compatible pollutants that are present or anticipated in the user's wastewater discharge may be set for each user and made an applicable part of each user's permit. These rates shall be based on Table I, Local Discharge Limits, or Federal Categorical Pretreatment Standards, and the user's average daily wastewater discharge for the past three years, the most recent representative data, or other data acceptable to the General Manager or his designee.
- B. To verify the user's operating data, the OCSD may require a user to submit an inventory of all wastewater streams and/or records indicating production rates.

- C. The OCSD may revise limits or mass emission rates previously established in the discharger's permit at any time, based on: current or anticipated operating data of the discharger or the OCSD; the OCSD's ability to meet NPDES limits; or changes in the requirements of Regulatory Agencies.
- D. The excess use of water to establish an artificially high flow rate for mass emission rate determination is prohibited.

TABLE I

| ORANGE COUNTY SANITATION DISTRICT MAXIMUM ALLOWABLE LOCAL DISCHARGE LIMITS (a) | |
|---|-------------------------|
| <u>CONSTITUENT</u> | <u>MILLIGRAMS/LITER</u> |
| Arsenic | 2.0 |
| Cadmium | 1.0 |
| Chromium (Total) | 2.0 |
| Copper | 3.0 |
| Lead | 2.0 |
| Mercury | 0.03 |
| Nickel | 10.0 |
| Silver | 5.0 |
| Zinc | 10.0 |
| Cyanide (Total) | 5.0 |
| Cyanide (Amenable) | 1.0 |
| Polychlorinated Biphenyls | 0.01 |
| Pesticides | 0.01 |
| Total Toxic Organics | 0.58 |
| Sulfide (Total) | 5.0 |
| Sulfide (Dissolved) | 0.5 |
| Oil and grease of mineral or petroleum origin | 100.0 |
| BOD | 15,000 lbs/day |
| MAXIMUM ALLOWABLE DISCHARGE LIMITS FOR WASTEHAULERS DISCHARGING DOMESTIC SEPTAGE | |
| <u>CONSTITUENT</u> | <u>MILLIGRAMS/LITER</u> |
| Cadmium | 1.0 |
| Chromium | 2.0 |
| Copper | 25.0 |
| Lead | 10.0 |
| Nickel | 10.0 |
| Zinc | 50.0 |

(a): Users subject to Federal Categorical Pretreatment Standards may be required to meet more stringent limits.

ARTICLE 3

DISCHARGE PERMITS, CHARGES, AND FEES

301. INTRODUCTION

- A. To provide the maximum public benefit from the use of OCSD sewerage facilities, written authorization to use said facilities is required. This written authorization shall be in the form of a discharge permit. No vested right shall be given by issuance of permits provided for in this Ordinance. The OCSD reserves the right to establish, by Ordinance or in Wastewater Discharge Permits, more stringent standards or requirements on discharges to the OCSD sewerage facilities if deemed by the General Manager appropriate to comply with the objectives presented in the Introduction and Summary of this Ordinance and the prohibitions and limitations in Article 2.
- B. The discharge permit shall be in one of five forms and is dependent upon the type of discharger, volume, and characteristics of discharge. The five discharge permits are:
1. Class I Wastewater Discharge Permit.
 2. Class II Wastewater Discharge Permit.
 3. Dry Weather Urban Runoff Discharge Permit.
 4. Special Purpose Discharge Permit.
 5. Wastehauler Discharge Permit.

302. CLASS I WASTEWATER DISCHARGE PERMITS

- A. No user requiring a Class I permit shall discharge wastewater without obtaining a Class I Wastewater Discharge Permit.
- B. Class I Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the OCSD. The conditions of Wastewater Discharge Permits shall be enforced by the OCSD in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Class I users proposing to discharge directly or indirectly into the OCSD sewerage facilities shall obtain a Wastewater Discharge Permit by filing an application pursuant to Section 302.1 and paying the applicable fees pursuant to Section 302.3. For purposes of this Ordinance, a Class I

user is any user:

1. Subject to Federal Categorical Pretreatment Standards; or
2. Discharging wastewater which averages 25,000 gallons per day or more of regulated process water; or
3. Discharging wastewater determined by the OCSD to have a reasonable potential for adversely affecting the OCSD's operation or for violating any pretreatment standard, local limits, or discharge requirement; or
4. Discharging wastewater which may cause, as determined by the General Manager, pass through or interference with the OCSD system.

302.1 Class I Wastewater Discharge Permit Application

- A. Any person required to obtain a Class I Wastewater Discharge Permit shall complete and file with the OCSD, prior to commencing discharge, an application on the form prescribed by the OCSD. The applicant shall submit, in units and terms appropriate for evaluation, the following information:
1. Name, address, assessor's parcel number(s), NAICS number(s), description of the manufacturing process or service activity.
 2. (Whichever is applicable) name, address of any and all principals/owners/major shareholders of company; Articles of Incorporation; most recent Report of the Secretary of State; Business License.
 3. Volume of wastewater to be discharged.
 4. Name of individual who can be served with notices other than officers of corporation.
 5. Name and address of property owner, landlord and/or manager of the property.
 6. Water supplier and water account numbers.
 7. Wastewater constituents and characteristics as required by the OCSD, including, but not limited to, those mentioned in Section 212, Mass Emission Rate Determination, and Table I, Local Discharge Limits, of this Ordinance. These constituents and

characteristics shall be determined by a laboratory selected by the discharger and acceptable to the OCSD.

8. Time and duration of discharge.
 9. Number of employees per shift and hours of work per employee per day for each shift.
 10. Waste minimization, best management practices, and water conservation practices.
 11. Production records, if applicable.
 12. Waste manifests, if applicable.
 13. Landscaped area in square feet, if applicable.
 14. Tons of cooling tower capacity, if applicable.
 15. EPA Hazardous Waste Generator Number, if applicable.
 16. Any other information as specified.
- B. Applicants may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, spill containment, clarifiers, pretreatment equipment, and appurtenances by size, location, and elevation for evaluation.
- C. Applicants may also be required to submit information related to the applicant's business operations, processes, and potential discharge as may be requested by the OCSD to properly evaluate the permit application.
- D. After evaluation of the data, the OCSD may issue a Wastewater Discharge Permit, subject to terms and conditions set forth in this Ordinance and as otherwise determined by the General Manager to be appropriate to protect the OCSD's sewerage facilities.
- E. The permit application may be denied if the applicant fails to establish to the OCSD's satisfaction that adequate pretreatment equipment is included within the applicant's plans to ensure that the discharge limits will be met or if the applicant has, in the past, demonstrated an inability to comply with applicable discharge limits.
- F. The permit application may be denied if the applicant has in the past demonstrated an inability to keep current with OCSD invoices for items

such as Permit Fees, Non-Compliance Fees, Civil Penalties, Administrative Civil Penalties, Charges for Use, and Supplemental Capital Facilities Capacity Charges.

302.2 Class I Permit Conditions, and Limits

- A. A Class I permit shall contain all of the following conditions or limits:
1. Mass emission rates and concentration limits regulating non-compatible pollutants.
 2. Requirements to notify the OCSD in writing prior to modification to processes or operations through which industrial wastewater may be produced.
 3. Location of the user's on-site sampling point.
 4. Requirements for submission of self-monitoring reports, technical reports, production data, discharge reports, compliance with Pretreatment Standards, BMP-based Categorical Pretreatment Standards and/or local limits, and/or waste manifests.
 5. Requirements for maintaining, for a minimum of three years, plant records relating to wastewater discharge, and waste manifests as specified by OCSD.
 6. Requirements to submit copies of tax and water bills.
- B. A Class I permit may contain any of the following conditions or limits:
1. Requirements for the user to construct and maintain, at his own expense, appropriate pretreatment equipment, pH control, flow monitoring facilities, and sampling facilities.
 2. Limits on rate and time of discharge or requirements for flow regulation and equalization.
 3. Requirements to self-monitor.

4. Assumed values for BOD and suspended solids characteristics that typify the discharger's effluent for determination of the charge for use.
5. Other terms and conditions which may be appropriate to ensure compliance with this Ordinance or determined by the General Manager or his designee to be appropriate to protect the sewerage system.

302.3 Class I Permit Fee

- A. The Class I permit fee shall be in an amount adopted by Ordinance of the Board of Directors. The permit fee shall be payable at the time a permit application is submitted for the issuance of a new permit or a renewed permit. Payment of permit must be received by the OCSD prior to issuance of either a new permit or a renewed permit. Permittee shall also pay any delinquent invoices in full prior to permit renewal.
- B. Any permit issued for a location wherein the Permittee is not the property owner may be conditioned upon depositing financial security to guarantee payment of all annual fees and charges to be incurred, in accordance with the provisions of Section 621.(E) of this Ordinance.

302.4 Class I Permit Modification of Terms and Conditions

- A. The terms and conditions of an issued permit may be subject to modification and change in the sole determination by the General Manager during the life of the permit based on:
 1. The discharger's current or anticipated operating data;
 2. The OCSD's current or anticipated operating data;
 3. Changes in the requirements of Regulatory Agencies which affect the OCSD; or
 4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.
- B. New source indirect dischargers shall be required to install and start up any necessary pollution control equipment before beginning discharge, and comply with applicable Federal Categorical Pretreatment Standards not to exceed thirty (30) days after the commencement of discharge.

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

302.5 Class I Permit Duration and Renewal

Class I permits shall normally be issued for a period not to exceed two (2) years. At least 45 days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of this Article 3.

302.6 Class I Permit Charge for Use

- A. The purpose of a charge for use is to ensure that each recipient of sewerage service from the OCSD pays its reasonably proportionate share of all the costs of providing that sewerage service. Charges for use to recover the cost of conveying, treating, and disposing of sewage in OCSD facilities are exclusive of any fees levied by local sewerage agencies. The charge for use shall be based on the total maintenance, operation, capital expenditures, and reserve requirements for providing wastewater collection, treatment, and disposal.
- B. A discharger who is issued a Class I Wastewater Discharge Permit under the provisions of this Ordinance shall pay a charge for use in accordance with the formula contained herein and the unit charge rates adopted annually by Ordinance of the Board of Directors. These fees shall be invoiced on a quarterly basis. The quarterly invoice shall be based upon an estimate of the annual use as determined by the OCSD. Annually, the OCSD shall compute the charge for use based upon actual use for the preceding 12-month period on an annual reconciliation statement.

The charge for use is payable within forty-five (45) days of invoicing by the OCSD. A credit will be allowed for any regional sanitary sewer service charge adopted by the Board of Directors by separate Ordinance and levied against the permitted property.

C. Current property tax bills shall be supplied by the permittee to the OCSD by May 31 of each year for use in determining the regional sanitary sewer service credit. If the tax bills are not supplied, the OCSD will endeavor to obtain the data. Data obtained by the OCSD will be considered correct and will not be adjusted before the next annual reconciliation statement. There shall be a fee levied for the OCSD administrative costs when regional sanitary sewer service charge data is obtained by the OCSD. The amount of the fee shall be adopted by the OCSD's Board of Directors.

D. In order for the OCSD to determine actual annual water use, the user shall provide to the OCSD copies of its water bills. If these water bill copies are not received by July 31 of each year for the 12-month period ended closest to June 30, the OCSD will endeavor to obtain the water use data. Data obtained by the OCSD will be considered correct and will not be adjusted before the next annual reconciliation statement. There shall be a fee levied for OCSD administrative costs when the OCSD obtains water use data. The OCSD's Board of Directors shall adopt the amount of the fee.

E. The charge for use shall be computed by the following formula:

$$\text{Charge for Use} = V_oV + B_oB + S_oS - \text{Tax Credit}$$

Where V = total annual volume of flow, in millions of gallons

B = total annual discharge of biochemical oxygen demand, in thousands of pounds

S = total annual discharge of suspended solids, in thousands of pounds

V_o, B_o, S_o = Unit Charge rates established and adopted by Ordinance of the OCSD's Board of Directors, based upon the funding requirements of providing sewerage service, in dollars per unit as described in Paragraph F below:

F. The Unit Charge rates in the charge-for-use formula shall be determined by the following method:

1. An Operations and Maintenance component of the Unit Charge for the total annual operation and maintenance funding requirements of the sewerage system shall be levied at a rate to be determined from time to time by the Board of Directors. This Charge shall be allocated among the three wastewater charge parameters of flow, biochemical oxygen demand and suspended solids in accordance with the General Manager's determination as to the costs associated with each parameter and pursuant to applicable

requirements of State and Federal Regulatory Agencies.

The operation and maintenance costs as distributed to flow, biochemical oxygen demand and suspended solids shall be divided by the projected annual total flow volume and weights of biochemical oxygen demand and suspended solids to be treated by the sewerage system in the budgeted year.

2. A Capital Facilities Replacement Service component of the Unit Charge for capital replacement and capital improvement shall be levied at a rate to be determined from time to time by the Board of Directors. This charge shall be allocated among wastewater charge parameters of flow, biochemical oxygen demand, and suspended solids in accordance with the General Manager's determination of which portion of the charge predominantly relates to each parameter.

The capital facilities charge distributed to biochemical oxygen demand, and suspended solids shall be divided by the projected annual weights of biochemical oxygen demand and suspended solids to be treated by the sewerage system in the budgeted year.

3. The Unit Charge rates for each respective wastewater component in (1) and (2) above shall be summed. The Unit Charge rates so determined will be expressed in dollars per million gallons for V_o , and in dollars per thousand pounds for B_o and S_o .

- G. Other measurements of the organic content of the wastewater of a discharger, such as COD or TOC, may be used instead of BOD. However, the discharger must establish to the General Manager's satisfaction a relationship between the BOD of the wastewater and the parameter of measure. This relationship shall be used by the OCSD in determining the charge for use.

When wastewater from sanitary facilities is discharged separately from the other wastewater of a discharger, the charge for use for discharging the sanitary wastewater may be determined by using the following:

1. 25 gallons per employee per eight-hour working day.
2. BOD and suspended solids to be calculated at domestic wastewater strength per employee per year.

The number of employees will be considered as the average number of people employed full-time on a daily basis. This may be determined by averaging the number of people employed at the beginning and end of each quarter, or other period that reflects normal employment fluctuations.

303. CLASS II WASTEWATER DISCHARGE PERMITS

- A. No user requiring a Class II permit shall discharge wastewater without obtaining a Wastewater Discharge Permit.
- B. Class II Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use and fees established by the OCSD. The conditions of Wastewater Discharge Permits shall be enforced by the OCSD in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Class II users proposing to discharge directly or indirectly into the OCSD sewerage facilities shall obtain a Wastewater discharge Permit by filing an application pursuant to Section 303.1 and paying the applicable fees pursuant to Section 303.3. For purposes of this Ordinance, a Class II user is any user:
 - 1. Whose charge for use is greater than the special assessment "OCSD Sewer User Fee" included on the County of Orange secured property tax bill exclusive of debt service, that discharges wastes other than sanitary, and that is not otherwise required to obtain a Class I permit, and
 - 2. Discharging waste other than sanitary; and
 - 3. Not otherwise required to obtain a Class I permit.

303.1 Class II Wastewater Discharge Permit Application

- A. Any person required to obtain a Class II Wastewater Discharge Permit shall complete and file with the OCSD, prior to commencing discharge, an application on the form prescribed by the OCSD. The applicant shall submit, in units and terms appropriate for evaluation, the following information:
 - 1. Name, address, assessor's parcel number(s) and NAICS number(s); description of the manufacturing process or service activity.

2. (Whichever is applicable) Name, address of any and all principals/owners/major shareholders of company; Articles of Incorporation; most recent Report of the Secretary of State; Business License.
3. Volume of wastewater to be discharged.
4. Name of individual who can be served with notices other than officers of corporation.
5. Name and address of property owner, landlord and/or manager of the property.
6. Water supplier and water account numbers.
7. Wastewater constituents and characteristics as required by the OCSD, including, but not limited to, those mentioned in Section 212, Mass Emission Rate Determination, and Table I, Local Discharge Limits of this Ordinance. These constituents and characteristics shall be determined by a laboratory selected by the discharger and acceptable to the OCSD.
8. Time and duration of discharge.
9. Number of employees and average hours of work per employee per day.
10. Waste minimization, best management practices, and water conservation practices.
11. Production records, if applicable.
12. Waste manifests, if applicable.
13. Landscaped area in square feet, if applicable.
14. Tons of cooling tower capacity, if applicable.
15. EPA Hazardous Waste Generator Number, if applicable.
16. Any other information as specified.

- B. Applicants may be required to submit site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, spill containment, clarifiers, pretreatment systems, and appurtenances by size, location, and elevation for evaluation.
- C. Applicants may also be required to submit other information related to the applicant's business operations, processes, and potential discharge as may be requested to properly evaluate the permit application.
- D. After evaluation of the data furnished, the OCSD may issue a Wastewater Discharge Permit, subject to terms and conditions set forth in this Ordinance and as otherwise determined by the General Manager to be appropriate to protect the OCSD system.
- E. The permit application may be denied if the applicant fails to establish to the OCSD's satisfaction that adequate pretreatment equipment is included within the applicant's plans to ensure that the discharge limits will be met or if the applicant has, in the past, demonstrated an inability to comply with applicable discharge limits.

303.2 Class II Permit Conditions and Limits

- A. A Class II permit shall contain all of the following conditions or limits:
 - 1. Applicable mass emission rates and concentration limits regulating non-compatible pollutants.
 - 2. Requirements to notify the OCSD in writing prior to modification to processes or operations through which industrial wastewater may be produced.
 - 3. Location of the user's on-site sample point.
 - 4. Requirements for submission of technical reports, production data, discharge reports, and/or waste manifests.
 - 5. Requirements to submit copies of tax and water bills.
- B. A Class II permit may contain any of the following conditions or limits:
 - 1. Requirements for the user to construct and maintain, at his own expense, appropriate pretreatment equipment, pH control, flow monitoring and/or sampling facilities.

2. Limits on rate and time of discharge or requirements for flow regulation and equalization.
3. Assumed values for BOD and suspended solids characteristics that typify the discharger's effluent for determination of the charge for use.
4. Requirements to self-monitor.
5. Requirements for maintaining, for a minimum of three years, plant records relating to wastewater discharge, and waste manifests as specified by OCSD.
6. Other provisions which may be appropriate to ensure compliance with this Ordinance.
7. Other terms and conditions determined by the General Manager to be appropriate to protect the OCSD's system.

303.3 Class II Permit Fee

- A. The Class II permit fee shall be in an amount adopted by Ordinance of the Board of Directors. The permit fee shall be payable at the time a permit application is submitted for the issuance of a new permit or a renewed permit. Payment of the permit fee must be received by the OCSD prior to issuance of either a new permit or a renewed permit. Permittee shall also pay any delinquent invoices in full prior to permit renewal.
- B. Any permit issued for a location wherein the Permittee is not the property owner may be conditioned upon depositing financial security to guarantee payment of all annual fees and charges to be incurred, in accordance with the provisions of Section 621.(E) of this Ordinance.

303.4 Class II Permit Modification of Terms and Conditions

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

4. A determination by the General Manager that such modification is appropriate to further the objectives of this Ordinance.
- B. The permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change, and the reasons for the change. The OCSD shall review the request, make a determination on the request, and respond in writing.
- C. Permittee shall be informed of any change in the permit limitations, conditions, or requirements at least forty-five (45) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

303.5 Class II Permit Duration and Renewal

Class II permits shall normally be issued for a period not to exceed three (3) years. At least 45 days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of this Article 3.

303.6 Class II Permit Charge for Use

- A. The purpose of a charge for use is to ensure that each recipient of sewerage service from the OCSD pays its reasonably proportionate share of all the costs of providing that sewerage service. Charges for use to recover the cost of conveying, treating, and disposing of sewage in OCSD sewerage facilities are exclusive of any fees levied by local sewerage agencies. The charge for use shall be based on the total maintenance, operation, capital expenditures, and reserve requirements for providing wastewater collection, treatment, and disposal.
- B. A discharger who is issued a Class II Wastewater Discharge Permit under the provisions of this Ordinance shall pay a charge for use in accordance with the formula contained herein and the Unit Charge rates adopted annually by Ordinance of the Board of Directors. These fees shall be invoiced on a quarterly basis. The quarterly invoice shall be based upon an estimate of the annual use as determined by the OCSD.

Annually, the OCSD shall compute the charge for use based upon actual use for the preceding 12-month period on an annual reconciliation statement. The charge for use is payable within forty-five (45) days of invoicing by the OCSD. A credit will be allowed for any regional sanitary sewer service charge adopted by the Board of Directors by separate Ordinance and levied against the permitted property.

- C. Current property tax bills shall be supplied by the permittee to the OCSD by May 31 of each year for use in determining the regional sanitary sewer

service credit. If the tax bills are not supplied, the OCSD will endeavor to obtain the data. Data obtained by the OCSD will be considered correct and will not be adjusted before the next annual reconciliation statement.

There shall be a fee levied for OCSD administrative costs when sanitary sewer service charge data is obtained by the OCSD. The amount of the fee shall be adopted by the OCSD Board of Directors.

- D. In order for the OCSD to determine actual annual water use, the user shall provide to the OCSD copies of its water bills. If these water bill copies are not received by July 31 of each year for the 12-month period ended closest to June 30, the OCSD will endeavor to obtain the water use data. Data obtained by the OCSD will be considered correct and will not be adjusted before the next annual reconciliation statement.

There shall be a fee levied for OCSD administrative costs when water use data is obtained by the OCSD. The amount of the fee shall be adopted by the OCSD Board of Directors.

- E. The charge for use shall be computed by the following formula:

$$\text{Charge for Use} = V_oV + B_oB + S_oS - \text{Tax Credit}$$

Where V = total annual volume of flow, in millions of gallons

B = total annual discharge of biochemical oxygen demand, in thousands of pounds

S = total annual discharge of suspended solids, in thousands of pounds

V_o, B_o, S_o = Unit Charge rates adopted annually by Ordinance of the OCSD's Board of Directors, based upon the funding requirements of providing sewerage service, in dollars per unit as described in Paragraph F below.

- F. The unit charge rates in the charge for use formula shall be established annually and shall be determined by the following method:
 - 1. An Operations and Maintenance component of the Unit Charge for the total annual operation and maintenance funding requirements of the sewerage system shall be levied at a rate to be determined from time to time by the Board of Directors. This charge shall be allocated among the three wastewater charge parameters of flow, biochemical oxygen demand and suspended solids in accordance with the General Manager's determination as to the costs associated with each parameter and pursuant to applicable

requirements of State and Federal Regulatory Agencies.

The operation and maintenance costs as distributed to flow, biochemical oxygen demand and suspended solids shall be divided by the projected annual total flow volume and weights of biochemical oxygen demand and suspended solids to be treated by the sewerage system in the budgeted year.

2. A Capital Facilities Replacement component of the Unit Charge for capital replacement and capital improvement shall be levied at a rate to be determined from time to time by the Board of Directors. This charge shall be allocated among the three wastewater charge parameters of flow, biochemical oxygen demand and suspended solids in accordance with the General Manager's determination of which portion of the charge predominantly relates to each parameter.

The capital facilities charge distributed to biochemical oxygen demand and suspended solids shall be divided by the projected annual weights of biochemical oxygen demand and suspended solids to be treated by the sewerage system in the budgeted year.

3. The unit charge rates for each respective wastewater component in (1) and (2) above shall be summed. The Unit Charge rates so determined will be expressed in dollars per million gallons for V_o , and in dollars per thousand pounds for B_o and S_o .

- G. Other measurements of the organic content of the wastewater of a discharger, such as COD or TOC, may be used instead of BOD. However, the discharger must establish to the General Manager's satisfaction a relationship between the BOD of the wastewater and the other parameter of measure. This relationship shall be used by the OCSD in determining the charge for use. When wastewater from sanitary facilities is discharged separately from the other wastewater of a discharger, the charge for use for discharging the sanitary wastewater may be determined by using the following:

1. 25 gallons per employee per eight-hour working day.
2. BOD and suspended solids to be calculated at domestic wastewater strength per employee per year.

The number of employees will be considered as the average number of people employed full-time on a daily basis. This may be determined by averaging the number of people employed at the beginning and end of each quarter, or other period that reflects

normal employment fluctuations.

304. DRY WEATHER URBAN RUNOFF DISCHARGE PERMITS

- A. No user shall discharge urban runoff directly to OCSD's sewerage system without obtaining a Dry Weather Urban Discharge Permit.
- B. OCSD shall determine whether the dry weather urban runoff proposed to be discharged into OCSD's sewerage system may cause a potential environmental risk and/or health hazard that cannot be economically or practically control by alternative disposal methods.
- C. Dry Weather Urban Runoff Permits shall be subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by OCSD.
- D. All users required to obtain a Dry Weather Urban Runoff Permit proposing to discharge directly or indirectly into OCSD's sewerage facilities shall file an application pursuant to Section 304.1 and pay the applicable fees pursuant to Sections 304.3 and 304.6.

Dry Weather Urban Runoff Discharge Permit Application

- A. An applicant shall contact OCSD prior to any construction of facilities and discharge of dry weather urban runoff into the sewerage system to determine if the discharge of dry weather urban runoff to the OCSD sewerage facilities is feasible.
- B. Applicants shall complete and file with OCSD, prior to commencing discharge, an application in the form prescribed by OCSD. This application shall be accompanied by applicable fees, design plans, a detailed analysis of other disposal alternatives, or other data as needed by OCSD for review. The applicant shall provide justification that disposal alternatives for the dry weather urban runoff are not economically or practically feasible in lieu of sewer discharge.
- C. In addition to the discharge permit, OCSD may require that the permit applicant enter into an agreement setting forth the terms under which the dry weather urban runoff discharge is authorized.
- D. Applicants shall provide adequate pretreatment and/or best management practices included within the applicants' plans to ensure that the applicable discharge limits shall be met.

Dry Weather Urban Runoff Discharge Permit Condition and Limits

The issuance of a Dry Weather Urban Runoff Discharge Permit may contain any the following conditions or limits:

- A. Mass emission rates and concentration limits regulating non-compatible pollutants.
- B. Requirements for the user to construct and maintain, at the user's expense, appropriate pretreatment equipment, flow monitoring facilities, and devices to prevent storm water discharge into OCSD's sewerage system during a wet weather event (rain event).
- C. Requirements for the user to provide OCSD with its operations and maintenance plan, best management practices, and pollution prevention strategies designed to minimize or eliminate dry weather urban runoff pollutants.
- D. Limits on rate and time of discharge or requirements for flow regulation and equalization prior to discharge to the sewerage system.
- E. Requirements to self-monitor the discharge to the sewerage system.
- F. The General Manager, or his designees, may impose additional requirements as may be appropriate to reduce the burden on OCSD's collection, treatment, and disposal facilities.
- G. Prohibitions on the discharge, which may cause OCSD's effluent, biosolids, or any other product of its treatment process, to be unsuitable for reclamation, reuse, or disposal.

Dry Weather Urban Runoff Discharge Permit Fee

- A. The Dry Weather Urban Runoff Discharge Permit fee shall be paid by the applicant in an amount established in the applicable Ordinance or Resolution adopted by OCSD's Board of Directors. Payment of permit fees must be received by OCSD prior to issuance of either a new permit or a renewed permit. Each permittee shall also pay delinquent invoices in full prior to permit renewal.

Dry Weather Urban Runoff Discharge Permit Modification of Terms and Conditions

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

2. OCSD's current or anticipated operating data;
 3. Changes in the requirements of Regulatory Agencies, which affect OCSD; or
 4. A determination by the General Manager or his designee that such modification is appropriate to further the objectives of this Ordinance.
- B. A permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested changes and the reasons for the change. OCSD shall review the request, make a determination on the request, and respond accordingly.
- C. A permittee shall be informed of any changes in the permit at least forty-five (45) days prior to the effective date change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

Dry Weather Urban Runoff Discharge Permit Duration and Renewal

Dry Weather Urban Runoff Permit shall normally be issued for a period not to exceed two (2) years. At least 45 days prior to the expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of this Article 3.

Dry Weather Urban Runoff Discharge Permit Charge for Use

A discharger who is issued a Dry Weather Urban Runoff Permit under the provision of this Ordinance shall pay a charge for use in accordance with rates established by Ordinance or Resolution adopted by OCSD's Board of Directors.

305. SPECIAL PURPOSE DISCHARGE PERMITS

- A. No user requiring a Special Purpose Discharge Permit shall discharge wastewater without obtaining a Special Purpose Discharge Permit.
- B. Special Purpose Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the OCSD. The conditions of Wastewater Discharge Permits shall be enforced by the OCSD in accordance with this Ordinance and applicable State and Federal Regulations.
- C. All Special Purpose Discharge Permit users proposing to discharge directly or indirectly into the OCSD's sewerage facilities shall obtain a Wastewater Discharge Permit by filing an application pursuant to Section 305.1 and paying the applicable fees pursuant to Sections 305.3 and 305.6. This discharge permit may be granted when no alternative method of disposal is reasonably available, or to mitigate an environmental risk or health hazard.

305.1 Special Purpose Discharge Permit Application

- A. Applicants seeking a special purpose wastewater permit shall complete and file with the OCSD, prior to commencing discharge, an application in the form prescribed by the OCSD. This application shall be accompanied by the applicable fees, plumbing plans, a detailed analysis of the alternatives for water disposal, or other data as needed by the OCSD for review.
- B. The permit application may be denied when the applicant has failed to establish to the OCSD's satisfaction that adequate pretreatment equipment is included within the applicants' plans to ensure that the discharge limits will be met or that the applicant has, in the past, demonstrated an inability to comply with applicable discharge limits.

305.2 Special Purpose Discharge Permit Conditions and Limits

- A. Discharge conditions and limits shall be no less stringent than Section 201(A), General Prohibitions; 201(B), Specific Prohibitions; Section 212, Mass Emission Rate Determination; and Table I, Local Discharge Limits.
- B. Monitoring requirements for the discharge shall be for those non-compatible pollutants known to exist in the discharge. At least one set of baseline analysis prior to or upon sewer discharge may be required for all constituents contained in the most current Environmental Protection Agency (EPA) "Priority Pollutant" list, excluding asbestos.

- C. The OCSD may specify and make part of each Special Purpose Discharge Permit specific pretreatment requirements or other terms and conditions determined by the General Manager to be appropriate to protect the OCSD's Sewerage Facility, the Local Sewering Agency, to comply with Regulatory Agencies' requirements, to ensure compliance with this Ordinance, and to assess a charge for use.

305.3 Special Purpose Discharge Permit Fee

The special purpose discharge permit fee shall be paid by the applicant in an amount adopted by Ordinance of the Board of Directors. Payment of permit fees must be received by the OCSD prior to issuance of either a new permit or a renewed permit. Each permittee shall also pay delinquent invoices in full prior to permit renewal.

305.4 Special Purpose Discharge Permit Modification of Terms and Conditions

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

305.5 Special Purpose Discharge Permit Duration and Renewal

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

305.6 Special Purpose Discharge Permit Charge for Use

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

306. WASTEHAULER DISCHARGE PERMIT

- A. Wastehauler Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges for use, and fees established by the OCSD. The conditions of Wastehauler discharge permits shall be enforced by the OCSD in accordance with this Ordinance and applicable State and Federal Regulations.
- B. A Wastehauler proposing to discharge waste into the OCSD disposal station shall obtain both a valid Orange County Health Department Permit (where applicable), and a OCSD Wastehauler Permit.

306.1 Wastehauler Discharge Permit Application

- A. No Wastehauler shall discharge wastewater without a Wastehauler Discharge Permit.
- B. Any person required to obtain a Wastehauler Discharge Permit shall complete and file with the OCSD prior to commencing discharge, an application in a form prescribed by the OCSD. This application shall be accompanied by the applicable fees. The applicant shall submit, in units and terms appropriate for evaluation, the following information:
 - 1. Name, address, telephone number, and description of the industries, or clients using the applicant's services.
 - 2. (Whichever is applicable) Name, address of any and all principals/owners/major shareholders of the company; Articles of Incorporation; most recent Report of the Secretary of State; Business License.

3. Name and address of leaseholder of the vehicle or trailer, if applicable.
 4. Number of trucks and trailers and the license numbers and tank hauling capacity of each.
 5. A copy of the applicant's Orange County Health Department Permit, where applicable.
- C. Other information related to the applicant's business operations and potential discharge may be requested to properly evaluate the permit application.
- D. After evaluation of the data furnished, the OCSD may issue a Wastehauler discharge permit, subject to terms and conditions set forth in this Ordinance and as otherwise determined by the General Manager to be appropriate to protect the OCSD's system.

306.2 Wastehauler Discharge Permit Conditions and Limits

The issuance of a Wastehauler permit may contain any of the following conditions or limits:

- A. Limits on discharge of heavy metals and other priority pollutants.
- B. Requirements for maintaining and submitting waste hauling records and waste manifests.
- C. Additional requirements as otherwise determined to be appropriate by the General Manager to protect the OCSD's system or as specified by other Regulatory Agencies.
- D. Other terms and conditions which may be applicable to ensure compliance with this Ordinance.

306.3 Wastehauler Discharge Permit Fee

The Wastehauler discharge permit fee shall be paid by the applicant in an amount adopted by Ordinance of the Boards of Directors. Payment of permit fees must be received by the OCSD prior to issuance of either a new permit or a renewed permit. A permittee shall also pay any delinquent invoices in full prior to permit renewal.

306.4 Wastehauler Identification Decal and Access Card Transfer

- A. The identification decal is non-transferable.
- B. If a gate access card is issued, it shall be issued to a specific permitted vehicle and is non-transferable unless previously authorized in writing by the OCSD.

306.5 Wastehauler Discharge Permit Modification of Terms and Conditions

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

306.6 Wastehauler Discharge Permit Duration and Renewal

Wastehauler discharge permits shall be issued for a period not to exceed one (1) year. Upon expiration of the permit, the user shall apply for renewal of the permit in accordance with the provisions of Article 3.

306.7 Wastehauler Discharge Permit Charge for Use

A charge for use to cover all costs of the OCSD for providing the disposal station service and monitoring shall be established by Ordinance of the Board of Directors.

307. RESERVED

308. RESERVED

309. RESERVED

310. OUT OF DISTRICT PERMITS/DISCHARGERS

- A. Industrial Wastewater Discharge Permits for dischargers located outside the OCSD's boundaries but within the OCSD service area and tributary to the OCSD's sewerage facilities, may be issued by a local sewerage agency after approval by the OCSD. The OCSD shall have the right of inspection and sampling of the user's discharge to determine compliance with industrial waste discharge regulations. Such inspection and sampling will be performed under a coordinated plan developed with the local agency. The more stringent of the industrial waste discharge regulations and effluent limits of the OCSD and the local agency shall apply to the discharger.
- B. Pursuant to Article 6 herein, the OCSD shall have the right to enforce the Federal Pretreatment Regulations, the provisions of this Ordinance, and permit conditions and limits applicable to any person located outside of the OCSD's service area, but whose discharge is tributary to the OCSD's sewerage facilities.
- C. The fees for use shall be determined by the OCSD and set forth in a use agreement with the local sewerage agency.

ARTICLE 4

FACILITIES REQUIREMENTS

401. DRAWING SUBMITTAL REQUIREMENTS

Upon request by the OCSD:

- A. Applicants or users may be required to submit three copies of detailed facility plans. The submittal shall be in a form and content acceptable to the OCSD for review of existing or proposed pretreatment facilities, spill containment facilities, monitoring facilities, metering facilities, and operating procedures. The review of the plans and procedures shall in no way relieve the user of the responsibility of modifying the facilities or procedures in the future, as necessary to produce a discharge acceptable to OCSD, and to meet the requirements of this Ordinance or any requirements of other Regulatory Agencies.

- B. The drawing shall depict as a minimum the manufacturing process (waste generating sources), spill containment, monitoring or metering facilities, and pretreatment facilities.
- C. The applicant or user shall submit a schematic drawing of the pretreatment facilities, piping and instrumentation diagram, and wastewater characterization report.
- D. Users and applicants may also be required to submit for review site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, spill containment, clarifiers, and appurtenances by size, location, and elevation for evaluation.
- E. The OCSD may require the drawings be prepared by a California Registered Chemical, Mechanical, or Civil Engineer.
- F. Permittee shall be required to submit updated detailed facility plans.

402. PRETREATMENT FACILITIES

- A. All users shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Table 1, Local Discharge Limits, and the prohibitions set out in Sections 201 (A) & (B) of this ordinance within the time limitations specified by EPA, the State, or OCSD, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated by a qualified operator, and maintained in proper operating condition at the user's expense.
- B. All users may also be required by the OCSD to submit waste analysis plans, contingency plans, and meet other necessary requirements to ensure proper operation of the pretreatment facilities and compliance with permit limits and this Ordinance.
- C. No user shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with this Ordinance and the user's Permit.

403. SPILL CONTAINMENT FACILITIES/ACCIDENTAL SLUG CONTROL PLANS

- A. All users shall provide spill containment for protection against discharge of prohibited materials or other wastes regulated by this Ordinance. Such protection shall be designed to secure the discharges and to prevent them from entering into the system in accordance with reasonable engineering standards. Such facilities shall be provided and maintained at the user's

expense.

- B. The General Manager may require any industrial user to develop and implement an accidental discharge/slug control plan. At least once every two years the OCSD shall evaluate whether each significant industrial user needs such a plan. Any user required to develop and implement an accidental discharge/control slug plan shall submit a plan which addresses, at a minimum, the following:
1. Description of discharge practices, including non-routine batch discharges.
 2. Description of stored chemicals.
 3. Procedures for immediately notifying the POTW of any accidental of slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges in Article 2 of this Ordinance.
 4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.

404. MONITORING/METERING FACILITIES

- A. The OCSD may require the user to construct and maintain in proper operating condition at the user's sole expense, flow monitoring, constituent monitoring and/or sampling facilities.
- B. Permittees may be required to install and maintain an appropriate effluent flow monitoring device. Calibration of such flow monitoring device shall be done annually or as specified in the wastewater discharge permit.
- C. The monitoring or metering facilities may be required to include a security closure that can be locked with a OCSD provided hasp lock during sampling or upon termination of service.
- D. The location of the monitoring or metering facilities shall be subject to approval by the OCSD.
- E. The user shall provide immediate, clear, safe and uninterrupted access to

the OCSD to the user's monitoring and metering facilities.

- F. For all industries permitted by the OCSD, domestic wastewaters shall be kept segregated from all industrial wastewaters until the industrial wastewaters have passed through any required pretreatment system or device and the permittee's sample point.

405. WASTE MINIMIZATION REQUIREMENTS

- A. The user shall provide waste minimization plans to reduce or eliminate pollutant discharge to the sewerage system and conserve water. The user shall investigate product substitution, housekeeping practices, provide inventory control, implement employee education, and other steps as necessary to minimize waste produced.
- B. A user may certify that their facility does not discharge any type of wastewater, containing pollutants that may directly or indirectly discharge into the OCSD sewerage system as a form of Best Management Practice (BMP), upon approval by the OCSD.

ARTICLE 5

**MONITORING, REPORTING, NOTIFICATION,
AND INSPECTION REQUIREMENTS**

501. MONITORING AND REPORTING CONDITIONS

- A. Monitoring for Annual Charge for Use

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

B. Monitoring for Compliance with Permit Conditions or Reporting Requirements

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

- (1) Baseline Monitoring Reports.
- (2) Compliance Schedule Progress Reports.
- (3) 90-Day Compliance Reports.
- (4) Periodic Reports on continued compliance.
- (5) Notification of the Discharge of Hazardous Waste.
- (6) Other reports as required by the OCSD.

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

If sampling performed by a user indicates a violation, the user must notify the OCSD within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the OCSD within thirty (30) days after becoming aware of the violation. Resampling by the industrial user is not required if the OCSD performs sampling at the user between the time when the initial sampling was conducted and the time when the user or OCSD receives the results of this sampling, or if the OCSD has performed the sampling and analysis in lieu of the industrial user. If the OCSD performed the sampling and analysis in lieu of the industrial user, the OCSD will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.

Failure by the user to perform any required monitoring, or to submit monitoring reports required by the OCSD constitutes a violation of this Ordinance, may result in determining whether the permittee is in significant non-compliance, and be cause for the OCSD to initiate all

necessary tasks and analyses to determine the wastewater constituents and characteristics for compliance with any limits and requirements specified in the user's permit or in this Ordinance. The user shall be responsible for any and all expenses of the OCSD in undertaking such monitoring analyses and preparation of reports.

501.1 Inspection and Sampling Conditions

- A. The OCSD may inspect and sample the wastewater generating and disposal facilities of any user to ascertain whether the intent of this Ordinance is being met and the user is complying with all requirements.
- B. The OCSD shall have the right to place on the user's property or other locations as determined by the OCSD, such devices as are necessary to conduct sampling or metering operations. Other sampling locations may include downstream manholes, usually in the sewerage system, for the purpose of determining the compliance status of an industrial or commercial discharger.
- C. In order for the OCSD to determine the wastewater characteristics of the discharger for purposes of determining the annual use charge and for compliance with permit requirements, the user shall make available for inspection and copying by the OCSD all notices, self-monitoring reports, waste manifests, and records including, but not limited to, those related to production, wastewater generation, wastewater disposal, and those required in the Federal Pretreatment Requirements without restriction but subject to the confidentiality provision set forth in Section 103 herein. All such records shall be kept by the user a minimum of three (3) years.
- D. If a discharger falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method, the discharger may be subject to imposition of penalties, permit suspension or permit revocation.

501.2 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the General Manager or other parties approved by EPA.

501.3 Right of Entry

- A. Persons or occupants of premises where wastewater is created or discharged shall allow the OCSD, or its representatives, reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the discharger's facility is open, operating, or any other reasonable time. No person shall interfere with, delay, resist or refuse entrance to authorized OCSD's personnel attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the OCSD's sewerage system.
- B. Where a user has security measures in force, the user shall make necessary arrangements so that personnel from the OCSD shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

501.4 Notification of Spill or Slug Loading

- A. In the event the discharger is unable to comply with any permit condition due to a breakdown of equipment, accidents, or human error, or the discharger has reasonable opportunity to know that his discharge will exceed the discharge provisions of the user's permit, Sections 201(A) & (B) or Table I, Local Discharge Limits, the discharger shall immediately notify the OCSD by telephone. If the material discharged to the sewer has the potential to cause or result in a fire or explosion hazard, the discharger shall immediately notify the local fire department and the OCSD.
- B. Confirmation of this notification shall be made in writing no later than five (5) working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.
- C. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage or loss to the OCSD or any other damage or loss to person or property; nor shall such notification relieve the user of any fees or other liability which may be imposed by this Ordinance or other applicable law.

501.5 Notification of Bypass

- A. Bypass of industrial wastewater to the sewerage system is prohibited. The OCSD may take enforcement action against the user, unless:
 - 1. Bypass was unavoidable because it was done to prevent loss of life, personal injury, or severe property damage;
 - 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, elective slow-down or shut-down of production units or maintenance during periods of production downtime. This condition is not satisfied if adequate backup equipment could have been feasibly installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - 3. The permittee submitted notices as required under Section 501.4(B).

- B. If a permittee knows in advance of the need for a bypass, it shall submit a written request to allow the bypass to the OCSD, if possible, at least ten (10) days before the date of the bypass.

- C. The OCSD may approve an anticipated bypass at its sole discretion after considering its adverse effects, and the OCSD determines that the conditions listed in Section 501.5(A)(1-3) are met.

- D. A permittee shall provide telephone notification to the OCSD of an unanticipated bypass that exceeds its permitted discharge limits within four hours from the time the permittee becomes aware of the bypass. A written report shall also be provided within five (5) days of the time the permittee becomes aware or could reasonably have been aware of the bypass. The report shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. Failure to submit oral notice or written report may be grounds for permit revocation.

ARTICLE 6

ENFORCEMENT

600. PURPOSE AND SCOPE

- A. The Board finds that in order for the OCSD to comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to ensure that the OCSD's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the OCSD's system by industrial discharge permittees.
- B. To ensure that all interested parties are afforded due process of law and that non-compliance and violations are resolved as soon as possible, the general policy of the OCSD is that:
1. Any determination relating to a Probation Order, Enforcement Compliance Schedule Agreement (ECSA), or Regulatory Compliance Schedule Agreement (RCSA) will be made by the Division Head of the Source Control Division, with a right of appeal by the permittee to the General Manager pursuant to the procedures set forth in Section 617.
 2. A user, permittee, or applicant for a permit may request the Steering Committee to hear an appeal of the General Manager's decision pursuant to Section 618. Such request may be granted or denied by the Steering Committee.
 3. Any permit suspension or revocation recommended by the Source Control Division Head will be heard and a recommendation made to the General Manager by a OCSD Department Head or other person designated by the General Manager with a right of appeal of the General Manager's order by the permittee to the Steering Committee pursuant to the provisions of Section 618.
 4. Actions and decisions by the Division Head or Department Head are made pursuant to a delegation of authority by the General Manager as authorized by Section 107 of this Ordinance.
 5. The Board of Directors may adopt rules of procedure to establish the conduct of certain administrative proceedings.

- C. The OCSD, at its discretion, may utilize any one, combination, or all enforcement remedies provided in Article 6 in response to any permit or Ordinance violation.

601. DETERMINATION OF NON-COMPLIANCE WITH DISCHARGE LIMITS

A. Sampling Procedures

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

602. ENFORCEMENT PROCEDURES AND APPLICABLE FEES

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

1. If analysis of any sample obtained by the OCSD or by a permittee shows non-compliance with the applicable wastewater discharge limits set forth in the Ordinance or in the permittee's discharge permit, the OCSD may impose self-monitoring requirements on the permittee.
2. A permittee shall perform required self-monitoring of constituents in a frequency, at the specific location, and in a manner directed by the OCSD.
3. All analyses of self-monitoring samples shall be performed by an independent laboratory acceptable to the OCSD and submitted to the OCSD in a form and frequency determined by the OCSD.

4. All self-monitoring costs shall be borne by the permittee.
5. Nothing in this section shall be deemed to limit the authority of the OCSD to impose self-monitoring as a permit condition.

B. Purpose of Non-Compliance Sampling Fees

The purpose of the non-compliance sampling fee is to compensate the OCSD for costs of additional sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the non-compliance, and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to Sections 615 and 616.

C. Non-Compliance Sampling Fees for Composite Samples

1. Each violation of a permittee's permit limit or condition is a violation of this Ordinance.
2.
 - a) If analysis of any composite sample of a permittee's discharge obtained by the OCSD shows a major violation by the permittee of the mass emission rates or concentration limits specified in the permittee's discharge permit or in this Ordinance, then the permittee shall pay non-compliance sampling fees to the OCSD pursuant to fee schedules adopted by the OCSD's Board of Directors.
 - b) If analysis of any composite sample of a permittee's discharge obtained by the OCSD shows a minor violation by the permittee of the mass emission rates or concentration limits specified in the permittee's discharge permit or in this Ordinance, then the OCSD may impose non-compliance sampling fees pursuant to fee schedules adopted by the OCSD's Board of Directors.
3. The fees specified in subsection 602.C.2.(a), C.2.(b) and D herein shall be imposed for each date on which the OCSD conducts sampling as a result of a violation by a permittee.

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

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

602.1 Probation Order

A. Grounds

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

B. Provisions

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

C. Probation Order - Expiration

A Probation Order issued by the General Manager shall be in effect for a period not to exceed ninety (90) days.

602.2 Enforcement Compliance Schedule Agreement (ECSA)

A. Grounds

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

B. Provisions

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

C. ECSA - Payment of Amounts Owed

The OCSD shall not enter into an ECSA until such time as all amounts owed to the OCSD, including user fees, non-compliance sampling fees, deposits, or other amounts due are paid in full, or an agreement for deferred payment secured by collateral or a third party, is approved by the General Manager. Failure to pay all amounts owed to the OCSD shall be grounds for permit suspension or permit revocation as set forth in Section 604 and 605.

D. ECSA - Permit Suspension/Revocation

If compliance is not achieved in accordance with the terms and conditions of an ECSA during its term, the General Manager may issue an order suspending or revoking the discharge permit pursuant to Section 604 or 605 of this Ordinance.

603. REGULATORY COMPLIANCE SCHEDULE AGREEMENT (RCSA)

A. Grounds

If at any time subsequent to the issuance of a Wastewater Discharge Permit to an industrial user, Federal Categorical Pretreatment Standards are adopted or revised by the United States Environmental Protection Agency, or in the event the OCSD enacts revised discharge limits, the General Manager, upon determination that an industrial user would not be in compliance with the adopted or revised limits, may require the industrial user to enter into a RCSA with the OCSD under terms and conditions that would provide for achieving compliance with all new standards by the industrial user on a specific date. The RCSA shall have a maximum term of two hundred-seventy (270) days.

B. Provisions

The issuance of a RCSA may contain terms and conditions including but not limited to requirements for installation of pretreatment equipment and facilities, submittal of drawings or reports, waste minimization practices or other provisions to ensure compliance with this Ordinance.

C. RCSA - Non-Compliance Sampling Fee

During the period said RCSA is in effect, any discharge by permittee in violation of the RCSA will require payment of non-compliance sampling fees in accordance with Article 6.

604. PERMIT SUSPENSION

A. Grounds

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

1. Fails to comply with the terms and conditions of either an ECSA or RCSA.
2. Knowingly provides a false statement, representation, record, report, or other document to the OCSD.
3. Refuses to provide records, reports, plans, or other documents required by the OCSD to determine permit terms, conditions, or limits, discharge compliance, or compliance with this Ordinance.
4. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.

5. Fails to report significant changes in operations or wastewater constituents and characteristics.
6. Violates a Probation Order.
7. Refuses reasonable access to the permittee's premises for the purpose of inspection and monitoring.
8. Does not make timely payment of all amounts owed to the OCSD for user charges, non-compliance sampling fees, permit fees, or any other fees imposed pursuant to this Ordinance.
9. Violates any condition or limit of its discharge permit or any provision of the OCSD's Ordinance.

B. Notice/Hearing

When the General Manager has reason to believe that grounds exist for permit suspension, he shall give written notice thereof by certified mail to the permittee setting forth a statement of the facts and grounds deemed to exist, together with the time and place where the charges shall be heard by the General Manager's designee. The hearing date shall be not less than fifteen (15) calendar days nor more than forty-five (45) calendar days after the mailing of such notice.

1. At the suspension hearing, the permittee shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the OCSD's General Counsel.
2. After the conclusion of the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation.

Upon receipt of the written report, the General Manager shall make his determination and should he find that grounds exist for suspension of the permit, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee. The written decision and order of the General Manager shall be sent by certified mail to the permittee or its legal counsel/representative at the permittee's business address.

C. Effect

1. Upon an order of suspension by the General Manager becoming final, the permittee shall immediately cease and desist its discharge and shall have no right to discharge any industrial wastewater, directly or indirectly to the OCSD's system for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the permittee.
2. Any owner or responsible management employee of the permittee shall be bound by the order of suspension.
3. An order of permit suspension issued by the General Manager shall be final in all respects on the sixteenth (16th) day after it is mailed to the permittee unless a request for hearing is filed with the Steering Committee pursuant to Section 618 no later than 5:00 p.m. on the fifteenth (15th) day following such mailing.

605. PERMIT REVOCATION

A. Grounds

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

1. Knowingly provides a false statement, representation, record, report, or other document to the OCSD.
2. Refuses to provide records, reports, plans, or other documents required by the OCSD to determine permit terms, conditions, or limits, discharge compliance, or compliance with this Ordinance.
3. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.
4. Fails to report significant changes in operations or wastewater constituents and characteristics.
5. Fails to comply with the terms and conditions of an ECSA, permit suspension, or probation order.

6. Discharges effluent to the OCSD's sewerage system while its permit is suspended.
7. Refuses reasonable access to the permittee's premises for the purpose of inspection and monitoring.
8. Does not make timely payment of all amounts owed to the OCSD for user charges, non-compliance sampling fees, permit fees, or any other fees imposed pursuant to this Ordinance.
9. Causes interference with the OCSD's collection, treatment, or disposal system.
10. Fails to submit oral notice or written report of bypass occurrence.
11. Violates any condition or limit of its discharge permit or any provision of the OCSD's Ordinance.

B. Notice/Hearing

When the General Manager has reason to believe that grounds exist for the revocation of a permit, he shall give written notice by certified mail thereof to the permittee setting forth a statement of the facts and grounds deemed to exist together with the time and place where the charges shall be heard by the General Manager's designee. The hearing date shall be not less than fifteen (15) calendar days nor more than forty-five (45) calendar days after the mailing of such notice.

1. At the hearing, the permittee shall have an opportunity to respond to the allegations set forth in the notice by presenting written or oral evidence. The revocation hearing shall be conducted in accordance with the procedures established by the General Manager and approved by the OCSD's General Counsel.
2. After the conclusion of the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation.

Upon receipt of the written report, the General Manager shall make his determination and should he find that grounds exist for permanent revocation of the permit, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee. The written decision and order of the General Manager shall be sent by certified mail to the permittee

or its legal counsel/representative at the permittee's business address.

In the event the General Manager determines to not revoke the permit, he may order other enforcement actions, including, but not limited to, a temporary suspension of the permit, under terms and conditions that he deems appropriate.

C. Effect

1. Upon an order of revocation by the General Manager becoming final, the permittee shall permanently lose all rights to discharge any industrial wastewater directly or indirectly to the OCSD system. All costs for physical termination shall be paid by the permittee.
2. Any owner or responsible management employee of the permittee shall be bound by the order of revocation.
3. Any future application for a permit at any location within the OCSD by any person subject to an order of revocation will be considered by the OCSD after fully reviewing the records of the revoked permit, which records may be the basis for denial of a new permit.
4. An order of permit revocation issued by the General Manager shall be final in all respects on the sixteenth (16th) day after it is mailed to the permittee unless a request for hearing is filed with the Steering Committee pursuant to Section 618 no later than 5:00 p.m. on the fifteenth (15th) day following such mailing.

606. WASTEHAULER NON-COMPLIANCE WITH PERMIT CONDITIONS

A Wastehauler's non-compliance with permit requirements shall be determined by an analysis of a sample of the discharge for any constituent or conditions specified in the Wastehauler's discharge permit or this Ordinance. If the discharge of a Wastehauler is found by the analysis to be in excess of the concentration limits specified in the Wastehauler's discharge permit or in this Ordinance, the Wastehauler shall, after receiving a demand from the OCSD, identify in writing, all sources of the discharge.

Even if it is established to the satisfaction of the General Manager that the origin of the discharge is domestic septage, or septic waste, the OCSD may still elect not to accept waste from that particular source.

If the discharge is industrial wastewater from an industrial source(s) and exceeds permit concentration limits or limits specified in this Ordinance, the following shall apply:

A. First Violation

1. The permittee shall pay a non-compliance sampling fee.
2. The Wastehauler permit for disposal privileges shall be suspended for five (5) days.

B. Second Violation

1. The permittee shall pay a non-compliance sampling fee.
2. The Wastehauler permit for disposal privileges shall be suspended for ten (10) days.
3. The Wastehauler permit may be revoked in accordance with Section 606.

607. DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS

- A. Any person who discharges any waste which causes or contributes to any obstruction, interference, damage, or any other impairment to the OCSD sewerage facilities or to the operation of those facilities shall be liable for all costs required to clean or repair the facilities together with expenses incurred by the OCSD to resume normal operations. Such discharge shall be grounds for permit revocation. A service charge of twenty-five percent (25%) of OCSD costs shall be added to the costs and charges to reimburse the OCSD for miscellaneous overhead, including administrative personnel and record keeping. The total amount shall be payable within forty-five (45) days of invoicing by the OCSD.
- B. Any person who discharges a waste which causes or contributes to the OCSD violating its discharge requirements established by any Regulatory Agency incurring additional expenses or suffering losses or damage to the facilities, shall be liable for any costs or expenses incurred by the OCSD, including regulatory fines, penalties, and assessments made by other agencies or a court.

608. INDUSTRIAL WASTE PASS THROUGH

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

609. PUBLICATION OF VIOLATION

Upon a determination in a permit suspension, permit revocation, or civil penalty proceedings that a user has discharged in violation of its permit or any provision under this Ordinance, the OCSD may require that the user notify the public and/or other users of the OCSD sewerage facilities of such violation, of actions taken to correct such violation, and of any administrative or judicial orders or penalties imposed as a result of such violation.

610. PUBLISHED NOTICES FOR SIGNIFICANT NON-COMPLIANCE

In accordance with Federal Regulations, the OCSD shall annually cause to be published the names of all industrial users in significant non-compliance. Upon a minimum of a thirty (30)-day notification to the user, said publication shall be made in the newspaper of the largest daily circulation published in the OCSD service area.

611. PUBLIC NUISANCE

Discharge of wastewater in any manner in violation of this Ordinance or of any order issued by the General Manager, as authorized by this Ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by the General Manager. Any person creating a public nuisance is guilty of a misdemeanor.

612. TERMINATION OF SERVICE

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

costs for reinstating service.

613. EMERGENCY SUSPENSION ORDER

- A. The OCSD may, by order of the General Manager, suspend sewerage service or Wastehauler discharge service when the General Manager determines that such suspension is necessary in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, or to the environment, or may cause interference to the OCSD sewerage facilities, or may cause the OCSD to violate any State or Federal Law or Regulation. Any discharger notified of and subject to an Emergency Suspension Order shall immediately cease and desist the discharge of all industrial wastewater to the sewerage system.

- B. As soon as reasonably practicable following the issuance of an Emergency Suspension Order, but in no event more than five (5) days following the issuance of such order, the General Manager shall hold a hearing to provide the user the opportunity to present information in opposition to the issuance of the Emergency Suspension Order. Such a hearing shall not stay the effect of the Emergency Suspension Order. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the OCSD General Counsel. The General Manager shall issue a written decision and order within two (2) business days following the hearing, which decision shall be sent by certified mail to the user or its legal counsel/representative at that user's business address. The decision of the General Manager following the hearing shall be final and not appealable.

614. INJUNCTION

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

615. CIVIL PENALTIES

A. Authority

All users of the OCSD's system and facilities are subject to enforcement actions administratively or judicially by the OCSD, U.S. EPA, State of California Regional Water Quality Control Board, or the County of Orange District Attorney. Said actions may be taken pursuant to the authority and provisions of several laws, including but not limited to: (1) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C.A. Section 1251 et seq.); (2) California Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.); (3) California Hazardous Waste Control Law (California Health & Safety Code Sections 25100 to 25250); (4) Resource Conservation and Recovery Act of 1976 (42 U.S.C.A Section 6901 et seq.); and (5) California Government Code, Sections 54739-54740.

B. Recovery of Fines or Penalties

In the event the OCSD is subject to the payment of fines or penalties pursuant to the legal authority and actions of other regulatory or enforcement agencies based on a violation of law or regulation or its permits, and said violation can be established by OCSD, as caused by the discharge of any user of the OCSD system which is in violation of any provision of the OCSD Ordinance or the user's permit, OCSD shall be entitled to recover from the user all costs and expenses, including, but not limited to, the full amount of said fines or penalties to which it has been subjected.

C. Ordinance

Pursuant to the authority of California Government Code Sections 54739 - 54740, any person who violates any provision of this Ordinance; any permit condition, prohibition or effluent limit; or any suspension or revocation order shall be liable civilly for a sum not to exceed \$25,000.00 per violation for each day in which such violation occurs. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Ordinance, or any permit condition, prohibition, or effluent limit shall be liable civilly for a sum not to exceed \$25,000.00 per violation for each day in which such violation occurs. The General Counsel of the OCSD, upon order of the General Manager, shall petition the Superior Court to impose, assess, and recover such penalties, or such other penalties as the OCSD may impose, assess, and recover pursuant to Federal and/or State legislative authorization.

D. Administrative Civil Penalties

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the OCSD may issue an administrative complaint to any person who violates:
 - a) any provision of this Ordinance;
 - b) any permit condition, prohibition, or effluent limit; or
 - c) any suspension or revocation order.
2. The administrative complaint shall be served by personal delivery or certified mail on the person and shall inform the person that a hearing will be conducted, and shall specify a hearing date within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the OCSD requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty. The matter shall be heard by the General Manager or his designee. The person to whom an administrative complaint has been issued may waive the right to a hearing, in which case a hearing will not be conducted.
3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence. The hearing shall be conducted in accordance with the procedures established by the General Manager and approved by the OCSD's General Counsel.
4. After the conclusion of the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of the facts found to be true, a determination of the issues presented, conclusions, and a recommendation.
5. Upon receipt of the written report, the General Manager shall make his determination and should he find that grounds exist for assessment of a civil penalty against the person, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing by his designee.
6. If, after the hearing or appeal, if any, it is found that the person has violated reporting or discharge requirements, the General Manager or Steering Committee may assess a civil penalty against that person. In determining the amount of the civil penalty, the General Manager or Steering Committee may take into consideration all

relevant circumstances, including but not limited to the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violation, the length of time over which the violation occurs, and corrective action, if any, attempted or taken by the person involved.

7. Civil penalties may be assessed as follows:
 - a) In an amount which shall not exceed two thousand dollars (\$2,000.00) for each day for failing or refusing to furnish technical or monitoring reports;
 - b) In an amount which shall not exceed three thousand dollars (\$3,000.00) for each day for failing or refusing to timely comply with any compliance schedules established by the OCSD;
 - c) In an amount which shall not exceed five thousand dollars (\$5,000.00) per violation for each day of discharge in violation of any waste discharge limit, permit condition, or requirement issued, reissued, or adopted by the OCSD;
 - d) In any amount which does not exceed ten dollars (\$10.00) per gallon for discharges in violation of any suspension, revocation, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the OCSD;
8. An order assessing administrative civil penalties issued by the General Manager shall be final in all respects on the thirty-first (31st) day after its is served on the person unless an appeal and request for hearing is filed with the Steering Committee pursuant to Section 618 no later than the thirtieth (30th) day following such mailing. An order assessing administrative civil penalties issued by the Steering Committee shall be final upon issuance.
9. Copies of the administrative order shall be served on the party served with the administrative complaint, either by personal service or by registered mail to the person at his business or residence address, and upon other persons who appeared at the hearing and requested a copy of the order.
10. Any person aggrieved by a final order issued by the Steering Committee, after granting review of the order of the General Manager, may obtain review of the order of the Steering Committee in the superior court, pursuant to Government Code Section 54740.6, by filing in the court a petition for writ of mandate within

thirty (30) days following the service of a copy of the decision or order issued by the Steering Committee.

11. Payment of any order setting administrative civil penalties shall be made within thirty (30) days of the date the order becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The OCSD may record the lien for any unpaid administrative civil penalties on the ninety-first (91st) day following the date the order becomes final.
12. No administrative civil penalties shall be recoverable under Section 615.D for any violation for which the OCSD has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.

616. CRIMINAL PENALTIES

Any person who violates any provision of this Ordinance is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed \$1,000.00, or imprisonment for not more than thirty (30) days, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained herein.

617. APPEALS TO GENERAL MANAGER

A. General

Any user, permit applicant or permittee affected by any decision, action or determination made by the Division Head may file with the General Manager a written request for an appeal hearing. The request must be received by the OCSD within fifteen (15) days of mailing of notice of the decision, action, or determination of the OCSD to the appellant. The request for hearing shall set forth in detail all facts supporting the appellant's request.

B. Notice

The General Manager shall, within fifteen (15) days of receiving the request for appeal, and pursuant to Section 107, designate a Department Head or other person to hear the appeal and provide written notice to the appellant of the hearing date, time and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice by certified mail to the appellant unless a

later date is agreed to by the appellant. If the hearing is not held within said time due to actions or inactions of the appellant, then the staff decision shall be deemed final.

C. Hearing

At the hearing, the appellant shall have the opportunity to present information supporting its position concerning the Division Head's decision, action or determination. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the OCSD's General Counsel.

D. Written Determination

After the conclusion of the hearing, the Department Head (or other designee) shall submit a written report to the General Manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation whether to uphold, modify or reverse the Division Head's original decision, action or determination. Upon receipt of the written report, the General Manager shall make his determination and shall issue his decision and order within thirty (30) calendar days of the hearing by his designee. The written decision and order of the General Manager shall be sent by certified mail to the appellant or its legal counsel/representative at the appellant's business address.

The order of the General Manager shall be final in all respects on the sixteenth (16th) day after it is mailed to the appellant unless a request for hearing is filed with the Steering Committee pursuant to Section 618, no later than 5:00 p.m. on the fifteenth day following such mailing.

618. APPEALS TO THE STEERING COMMITTEE

A. General

Any user, permit applicant, or permittee adversely affected by a decision, action, or determination made by the General Manager may, prior to the date that the General Manager's order becomes final, file a written request for hearing before the Steering Committee of the Joint Boards of Directors accompanied by an appeal fee in the amount established by a fee ordinance of the OCSD Board of Directors. The request for hearing shall set forth in detail all the issues in dispute for which the appellant seeks determination and all facts supporting appellant's request.

No later than sixty (60) days after receipt of the request for hearing, the Steering Committee shall either set the matter for a hearing, or deny the request for a hearing.

A hearing shall be held by the Steering Committee within sixty-five (65) days from the date of determination granting a hearing, unless a later date is agreed to by the appellant and the Steering Committee. If the matter is not heard within the required time, due to actions or inactions of the appellant, the General Manager's order shall be deemed final.

B. Granting Request for Hearing

The Steering Committee shall grant all requests for a hearing on appeals concerning permit suspension, revocation, or denial. Whether to grant or deny the request for a hearing on appeals of other decisions of the General Manager shall be within the sole discretion of the Steering Committee.

C. Appeal Fee Refund

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

D. Written Determination

After the hearing, the Steering Committee shall make a determination whether to uphold, modify, or reverse the decision, action, or determination made by the General Manager.

The decision of the Steering Committee shall be set forth in writing within sixty-five (65) days after the close of the hearing and shall contain a finding of the facts found to be true, the determination of issues presented, and the conclusions. The written decision and order of the Steering Committee shall be sent by certified mail to the appellant or its legal counsel/representative at the appellant's business address.

The order of the Steering Committee shall be final upon its adoption. In the event the Steering Committee fails to reverse or modify the General Manager's order, it shall be deemed affirmed.

618.1 Appeal of Charges and Fees

Any user, permit applicant, or permittee affected by any decision, action, or determination by the OCSD, relating to fiscal issues of the OCSD in which the user, applicant, or permittee is located, including but not limited to the imposition and collection of fees, such as connection charges, sewer use charges, special purpose discharge use charges and Wastehauler fees, may request that the OCSD reconsider imposition of such fees or charges. Following review of such a request, the OCSD shall notify the user, permit applicant, or permittee by certified

mail of the OCSD's decision on the reconsideration request. Any user, permit applicant, or permittee adversely affected by the OCSD's decision on the reconsideration request may file an appeal which shall be heard by the Board of Directors of the District in which the appellant's property is located. The notice of appeal must be received by the OCSD within thirty (30) days of the mailing of the OCSD's decision on the reconsideration request.

Notwithstanding the foregoing, appeals of non-compliance sampling fees shall be made pursuant to the appeal procedures set forth in Sections 617 and 618.

619. PAYMENT OF CHARGES

- A. Except as otherwise provided, all fees, charges and penalties established by this Ordinance are due and payable upon receipt of notice thereof. All such amounts are delinquent if unpaid forty-five (45) days after date of invoice.
- B. Any charge that becomes delinquent shall have added to it a penalty in accordance with the following:
 - 1. Forty-six (46) days after date of invoice, a basic penalty of ten percent (10%) of the base invoice amount, not to exceed a maximum of \$1,000.00; and
 - 2. A penalty of one and one-half percent (1.5%) per month of the base invoice amount and basic penalty shall accrue from and after the forty-sixth (46th) day after date of invoice.
- C. Any invoice outstanding and unpaid after ninety (90) days shall be cause for immediate initiation of permit revocation proceedings or immediate suspension of the permit.
- D. Penalties charged under this Section shall not accrue to those invoices successfully appealed, provided the OCSD receives written notification of said appeal prior to the payment due date.
- E. Payment of disputed charges is still required by the due date during OCSD review of any appeal submitted by permittees.

619.1 Collection of Delinquent Accounts

Collection of delinquent accounts shall be in accordance with the OCSD's policy resolution establishing procedures for collection of delinquent obligations owed to the OCSD, as amended from time to time by the Board of Directors. Any such action for collection may include an application for an injunction to prevent repeated and recurring violations of this Ordinance.

620. RECOVERY OF COSTS INCURRED BY OCSD

In the event permittee fails to comply with any of the terms and conditions of the OCSD's Ordinance, a probationary order, a permit suspension or revocation, an ECSA, RCSA, or a permit issued hereunder, the OCSD shall be entitled to reasonable attorney's fees and costs which may be incurred in order to enforce any of said terms and conditions, with or without filing proceedings in court.

621. FINANCIAL SECURITY/AMENDMENTS TO PERMIT

A. Compliance Deposit

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

B. Delinquent Accounts

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

C. Bankruptcy

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

D. Permit Amendments

The OCSD shall review and examine Permittee's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by this Ordinance. The OCSD may thereafter issue an

amendment to the User's permit in accordance with the provisions of Article 3 and Section 621(E) of this Ordinance.

E. Security

An amendment to a waste discharge permit issued pursuant to Sections 621(B), (C), and (D), may be conditioned upon the Permittee depositing financial security in an amount equal to the average total fees and charges for two (2) calendar quarters during the preceding year. Said deposit shall be used to guarantee payment of all fees and charges incurred for future services and facilities furnished by OCSD and shall not be used by the OCSD to recover outstanding fees and charges incurred prior to the Permittee filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security

In the event the Permittee makes payment in full within the time prescribed by this Ordinance of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the permit pursuant to Sections 621(B), (C), and (D), the OCSD shall either return the security deposit posted by the Permittee or credit their account.

622. JUDICIAL REVIEW

A. Purpose and Effect

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

B. Definitions

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

1. Decision shall mean and include adjudicatory administrative decisions that are made after hearing, or after revoking, suspending, or denying an application for a permit or a license.
2. Complete Record shall mean and include the transcript, if any exists, of the proceedings, all pleadings, all notices and orders, any proposed decision by the General Manager, the final decision, all admitted exhibits, all rejected exhibits in the possession of the OCSD or its offices or agents, all written evidence, and any other papers in the case.

3. Party shall mean a person whose permit has been denied, suspended, or revoked.

C. Time Limit for Judicial Review

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

D. Preparation of the Record

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

E. Extension

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

F. Notice

In making a final decision, the OCSD shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

G. Administrative Civil Penalties

Notwithstanding the foregoing in Section 622, and pursuant to Government Code Section 54740.6, judicial review of an order of the Steering Committee imposing administrative civil penalties pursuant to Section 615.D may be made only if the petition for writ of mandate is filed not later than the thirtieth (30th) day following the day on which the order of the Steering Committee becomes final.

ARTICLE 7

SEWER SERVICE CHARGES - CONNECTION CHARGES

701. SANITARY SEWER SERVICE CHARGE

Every parcel of real property located within the OCSD which is improved with structures designed for residential, commercial, or industrial use, and connected to the OCSD system, shall pay a sanitary sewer service charge in an amount adopted by the Board of Directors by separate Ordinance.

702. CAPITAL FACILITIES CONNECTION CHARGE

Every parcel of real property located within the OCSD which is improved with structures designed for residential, commercial, or industrial use, and connected to the OCSD system, shall pay a capital facilities connection charge in an amount adopted by the Board of Directors by separate Ordinance.

ARTICLE 8

SEVERABILITY

801. SEVERABILITY

If any provision of these Regulations or the application to any or circumstances is held invalid, the remainder of the regulations or the application of such provision to other persons or other circumstances shall not be affected.

802. GENERAL APPLICATION

The provisions of this Ordinance shall apply to all properties within the OCSD including those properties otherwise deemed exempt from payment of taxes or assessments by provisions of the State Constitution or statute, including properties owned by other public agencies or tax-exempt organizations.

Section II: This Ordinance is enacted in order to preserve the public

health and safety, and in order to continue the provision of sewer services by the OCSD. The facts requiring the public health and safety to be preserved are that the regulation of the discharge of industrial and sanitary sewage is regulated by Federal and State law, and protection of individuals' health and the environment require that no discharges of untreated sewage/wastewater are allowed to occur that are not in accord with technical specifications and requirements.

Section III: Effective Date. This Ordinance shall take effect October 1, 2009.

Section IV: Repeal. Ordinance No. OCSD-37 is hereby repealed.

Section V: The Clerk of the Board shall certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held the 23 day of September, 2009.

Chair, Board of Directors
Orange County Sanitation District

ATTEST:

Clerk of the Board
Orange County Sanitation District

Bradley R. Hogin, General Counsel