

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

**AGENDA**  
**REGULAR BOARD MEETING**  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
**VICTORVILLE CITY HALL, CONFERENCE ROOM D**  
**14343 CIVIC DRIVE, VICTORVILLE CA 92392**

**Public can dial-in to listen and participate at: 720-386-7442 or online at:**  
**<https://www.uberconference.com/kcasteel>**

**Thursday, February 18, 2021**  
**7:30 a.m.**

**Teleconference Notice**

Pursuant to the executive order by Governor of the State of California (Executive Order N-29-20) and the previous Order of the Health Officer of the County of San Bernardino dated March 17, 2020, and the subsequent Regional Stay at Home Orders of December 3, December 6 and December 22, 2020 of the Acting Public State Health Officer and the Governor of the State of California's Office participation by VVWRA Commissioners at the February 18, 2021, VVWRA Board meeting will be held by teleconference to address the concerns regarding public gatherings, public distancing and the contagion of COVID 19 (Corona Virus). The teleconferencing number for the meeting will be 720-386-7442 or online at: <https://www.uberconference.com/kcasteel>

**IMPORTANT COVID-19 NOTICE**

CONSISTENT WITH ORDERS BY THE GOVERNOR OF CALIFORNIA, THE CALIFORNIA ACTING STATE HEALTH OFFICE AND THE HEALTH OFFICER OF THE COUNTY OF SAN BERNARDINO, IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE TRANSMISSION OF COVID-19 (CORONAVIRUS) AND TO ENABLE APPROPRIATE SOCIAL DISTANCING, THE VVWRA BOARD MEETING WILL NOT BE OPEN TO PUBLIC ATTENDANCE IN PERSON, BUT THE BOARD MEETING WILL BE OPEN TO THE PUBLIC BY WAY OF BOTH TELECONFERENCING AND E-MAIL.

THE PUBLIC MAY LISTEN IN AND PARTICIPATE IN THIS BOARD MEETING THROUGH THE PHONE NUMBER PROVIDED 720-386-7442 or online at: <https://www.uberconference.com/kcasteel>.

MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE BOARD MAY PARTICIPATE IN THE FOLLOWING WAYS:

(1) COMMENTS AND CONTACT INFORMATION CAN BE EMAILED TO PUBLICCOMMENT@VVWRA.COM BY 3:00 P.M. THE DAY BEFORE THE SCHEDULED MEETING TO BE INCLUDED IN THE WRITTEN RECORD;

(2) A REQUEST TO SPEAK CAN BE EMAILED TO PUBLICCOMMENT@VVWRA.COM AND AT THE TIME THE REQUESTED AGENDA ITEM IS TO BE ADDRESSED, THE BOARD SECRETARY WILL CONTACT THE COMMENTER BY PHONE AND ALLOW THE COMMENTER TO SPEAK TO THE BOARD VIA SPEAKER PHONE DURING THE LIVE MEETING FOR UP TO THREE MINUTES. IF YOU WISH TO ADDRESS ANY ITEM ON THE AGENDA, PLEASE INDICATE WHICH ITEM YOU WILL BE ADDRESSING AND WISH TO BE HEARD. IF YOU HAVE NO ACCESS TO E-MAIL OR TELEPHONE, PLEASE CONTACT VVWRA'S BOARD SECRETARY AT 760-246-2896 FOR ALTERNATIVE ARRANGEMENTS.

ACCESS TO THE AGENDA WILL BE MADE AVAILABLE AT VVWRA'S WEBSITE: [WWW.VVWRA.COM](http://WWW.VVWRA.COM); IF YOU NEED ACCESS TO PRINTED (HARD) COPIES OF THE AGENDA PLEASE CONTACT 760-246-2896 AND ARRANGEMENTS WILL BE MADE TO PROVIDE HARD COPIES OF THE AGENDA AS NEEDED.

**Call to Order**

**Jones**

**Roll Call**

**Casteel**

**Public Comments- Closed Session Agenda Items**

**Jones**

**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; or (c) employment actions, 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 the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

**Closed Session**

**Item 1. (Gov. Code Sec. 54954.5-54956.9(d))- Government Tort Claim- City of Hesperia- Settlement Discussion**

**Item 2. (Gov. Code Sec. 54956.9(d))- Threatened or Potential Litigation- Lahontan-Potential NOV Resolution Discussion Proposed Settlement- Proposed Order R6V-2021-0004**

**Item 3. (Gov. Code Sec. 54957)- Conference with Legal Counsel-Public Employee Evaluation- General Manager**

**Item 4. BBK Special Counsel Rates**

**Call to Order & Pledge of Allegiance**

**Jones**

**Report from Closed Session**

**Legal**

**Public Comment (Government Code Section 54954.3)**

**Jones**

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker's card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

**Possible Conflicts of Interest**

**Jones**

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 Commissioner, 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.

**Item 5. Receive, Approve and File Minutes**

- Regular Board Meeting 01/21/21

**Poulsen**

**Item 6. Receive, Approve and File January 2021 Disbursement**

- Warrant Summary Disbursements

**Board Action Required**

Staff Recommendation: Approve as presented

**Action Items**

*The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.*

**Item 7. Recommendation to Approve Order No. R6V-2021-0004 VVWRA Settlement Agreement and Stipulation for Entry Of Order**

It is recommended that the Board of Commissioners approve the General Manager to sign the Settlement Agreement and Stipulation for Entry of Order in the amount of \$129,000 to the California Regional Water Quality Control, pending legal review and approval of the agreement.

**Poulsen**

**Board Action Required**

Staff Recommendation: Approve as Presented

**Item 8. Recommendation to Approve BBK Amended Legal Fee Schedule for Special Counsel Rates for Partners**

It is recommended that the Board of Commissioners approve an increase in the billable hour rate for BBK senior partners in the special counsel areas from \$346 to \$360. This will allow VVWRA to avail itself of the more senior partners at the firm who have a high level of experience in their field, some of whom have been performing special counsel work for VVWRA for 10 years and more. There are no changes to the retainer agreement and rates of other attorneys at BBK, including Piero Dallarda's rates for general counsel work or the rates of more junior partners, associates, or paralegals. This change is limited to the special counsel rates of senior partners.

**Poulsen**

**Board Action Required**

Staff Recommendation: Approve as Presented

<p><b><u>Item 9.</u> Recommendation to Amend the Fiscal Year 2020-21 Operating Budget with Unexpected One Time Revenues Totaling \$440,000 and Approve Usage of Unrestricted Capital Connection Fees to Cover the SRF Loan Payment Shortcoming of \$1,193,922</b></p> <p>It is recommended that the Board of Commissioners approve the General Manager and the Controller to amend the FY 2020-21 Operating Budget with one-time Revenues totaling \$440,000 to fund unforeseen operating needs which include the staff recommended purchases and services detailed in. It is also recommended that the Board of Commissioners approve the General Manager and the Controller to utilize unrestricted Capital Connection Fees to cover the SRF loan payment shortcoming of \$1,193,922.</p>	<p>Poulsen</p>
<p><b><u>Board Action Required</u></b></p> <p>Staff Recommendation: Approve as Presented</p>	
<p><b><u>Item 10.</u> Recommendation to Award a Contract for Landscaping Services to High Desert Affordable Landscaping for \$64,770.50</b></p> <p>It is recommended that the Board of Commissioners approve the General Manager to award a landscaping maintenance contract to High Desert Affordable Landscaping for \$ \$64,770.50, pending legal review and approval of the agreement.</p>	<p>Laari</p>
<p><b><u>Board Action Required</u></b></p> <p>Staff Recommendation: Approve as Presented</p>	
<p><b><u>Item 11.</u> Recommendation to Approve Purchase of A Spiral Heat Exchanger and Hot Water Pump from Saddleback Environmental in the Amount of \$68,715</b></p> <p>It is recommended that the Board of Commissioners approve the General Manager to award the purchase of a spiral heat exchanger and hot water pump from Saddleback Environmental in the amount of \$68, 715.</p>	<p>Adams</p>
<p><b><u>Board Action Required</u></b></p> <p>Staff Recommendation: Approve as Presented</p>	
<p><b><u>Item 12.</u> Recommendation to Award a Contract for the Replacement of Flooring in the O&amp;M Building to Desert Flooring for \$39,952.72</b></p> <p>It is recommended that the Board of Commissioners approve the General Manager to award a contract to Desert Flooring for \$36,320.72, plus a 10% contingency of \$3,632.00, to cover unforeseen expenses, totaling \$39,952.72, pending legal review and approval of the agreement.</p>	<p>Adams</p>
<p><b><u>Board Action Required</u></b></p> <p>Staff Recommendation: Approve as Presented</p>	
<p><b><u>Item 13.</u> Recommendation to Grant an Easement Agreement to Spectrum Pacific West LLC</b></p> <p>It is recommended that the Board of Commissioners authorize the General Manager to execute a Grant of Easement document provided by Spectrum Pacific West LLC, pending Legal review and approval of the agreement.</p>	<p>Poulsen</p>



**Board Action Required**

Staff Recommendation: Approve as Presented

**Staff Reports**

Reports are submitted as presented by Staff. Staff is available if the Commission has questions.

**Item 14. General Managers Report**

**Poulsen**

**Item 15. Financial and Investment Report – January 2021**

**Keagy**

**Item 16. Operations and Maintenance Report – January 2021**

**Adams**

**Item 17. Environmental Compliance Report – January 2021**

**Laari**

**Item 18. Septage Receiving Facility Report – January 2021**

**Laari**

**Item 19. Safety and Communication Report – January 2021**

**Wylie**

**Adjournment**

**Jones**

The board will adjourn to a regular board meeting on March 18, 2021 at 7:30 a.m.

**American Disabilities Act Compliance Statement**  
Government Code Section 54954.2(a)



*Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.*

**Agenda posting**

*Government Code Section 54954.2*

*This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.*

**Agenda items received after posting**

*Government Code Section 54957.5*

*Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at [www.vvwra.com](http://www.vvwra.com).*

**Items Not Posted**

*Government Code Section 54954.2(b)*

*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 as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the 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.*

**Items Continued**

*Government Section 54954.2(b)(3)*

*Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting*

**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*

*VVWRA's Board Meeting packets and agendas are available for review on its website at [www.vvwra.com](http://www.vvwra.com). The website is updated on Friday preceding any regularly scheduled board meeting.*

**MINUTES OF A REGULAR MEETING  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)  
January 21, 2021**

**CALL TO ORDER:** Chair Debra Jones called the meeting to order at 7:33 AM; via teleconference with the following members present:

**CITY OF VICTORVILLE  
CITY OF HESPERIA  
ORO GRANDE (CSA 42) AND  
SPRING VALLEY LAKE (CSA 64)  
TOWN OF APPLE VALLEY**

**Debra Jones, Chair  
Bill Holland, Vice-Chair  
Dakota Higgins, Secretary  
Scott Nassif, Treasurer**

**VWVRA Staff and Legal Counsel:**

**Darron Poulsen, General Manager  
Kristi Casteel, Secretary to GM/Board  
Piero Dallarda, Legal Counsel (BB&K)**

**Robert Coromina, Director of Administration  
Chieko Keagy, Controller**

**Guest Present:**

**Keith Metzler, City of Victorville  
Doug Robinson, Town of Apple Valley**

**Nils Bentsen, City of Hesperia  
Janele Davidson, City of Victorville**

Chair Jones read the following statement:

Welcome to the VWVRA January 21, 2021, regular meeting. I hope that you can all hear us. If you are following us and you are unable to speak for any reason or encounter any difficulties, please contact via e-mail our Board clerk, Kristi Casteel, her contact information is printed on the first page of the agenda. She or another VWVRA employee will try to assist you. Please note that we will be having a closed session shortly after 7:30 a.m. telephonically though a different line so this line maybe silent until we come back from closed session.

I am sure that all the participants have noticed the COVID 19 notice on the first page of our agenda. Public participation in our democracy is really fundamental to the health of our democracy. We wish we could hold our meeting in person but given the current COVID19 contagion concerns and our Governor's order and the Order of the Public Health officer for the County of San Bernardino, we are holding our meeting via Internet and telephonically. We will do our best to conduct the meeting in an orderly fashion and make sure that anyone who would like to participate has a chance to do so. Please follow the instructions on the first page of the agenda so we can make sure that you get to participate. Hopefully, we won't have to hold many meetings in this fashion and, our

**VVWRA Regular Meeting Minutes****Thursday, January 21, 2021****Page 2**

future meetings will be in person because COVID-19 is no longer a concern. For right now, however, it is key that we keep the social distancing guidelines.

**CLOSED SESSION****PUBLIC COMMENTS- CLOSED SESSION AGENDA**

Chair Jones asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Jones called for a motion to enter into Closed Session.

**Moved: Commissioner Nassif****Second: Commissioner Higgins****Motion to enter Closed Session****Chair Jones- Yes****Commissioner Holland- Yes****Commissioner Higgins- Yes****Commissioner Nassif- Yes****Motion passed by a 4-0 roll call vote****REGULAR SESSION****CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Chair Jones called the meeting to order at 9:46 AM.

**Roll Call for Open Session****Chair Jones- Present****Commissioner Holland- Present****Commissioner Higgins- Present****Commissioner Nassif- Present****REPORT FROM CLOSED SESSION**

None

**PUBLIC COMMENTS- REGULAR SESSION AGENDA**



None

**POSSIBLE CONFLICT OF INTEREST**

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 5

**CONSENT CALENDAR:**

4. **Receive, Approve and File Minutes, December 17, 2020 and January 7, 2021**
5. **Receive, Approve and File December 2020 Disbursement**

**Moved: Commissioner Holland**

**Second: Commissioner Nassif**

**Approval of the Consent Calendar Items 4 and 5 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 5.**

**Chair Jones- Yes**

**Commissioner Holland- Yes**

**Commissioner Higgins- Yes**

**Commissioner Nassif- Yes**

**Motion passed by a 4-0 roll call vote**

**ACTION ITEM:**

6. **Recommendation to award a contract to Christensen Brothers Engineering to construct the AVWRP Reclaim bypass line.**

The Board will consider approval for General Manager to award a contract, pending legal review, to construct the AVWRP Recycled Water Bypass Line to Christensen Brothers Engineering for \$70,900.00 plus a 10% contingency, to cover unforeseen costs, totaling \$77,990.00.

**Moved: Commissioner Nassif**

**Second: Commissioner Higgins**

**Approval for General Manager to award a contract, pending legal review, to construct the AVWRP Recycled Water Bypass Line to Christensen Brothers Engineering for \$70,900.00 plus a 10% contingency, to cover unforeseen costs, totaling \$77,990.00.**

**Chair Jones- Yes**

**VVWRA Regular Meeting Minutes****Thursday, January 21, 2021****Page 4****Commissioner Holland- Yes****Commissioner Higgins - Yes****Commissioner Nassif- Yes****Motion passed by a 4-0 roll call vote****STAFF/PROFESSIONAL SERVICES REPORTS:****9. General Managers Report****10. Financial and Investment Report – December 2020****11. Operations & Maintenance Report – December 2020****12. Environmental Compliance Department Reports – December 2020****13. Septage Receiving Facility Reports – December 2020****14. Safety & Communications Report – December 2020****CLOSED SESSION (If Closed Session is continued)****ADJOURNMENT****The board will adjourn to a regular board meeting on February 18, 2021 at 7:30 a.m.****APPROVAL:****DATE: February 18, 2021****BY: \_\_\_\_\_**Approved by VVWRA Board Paul Cook,  
Secretary VVWRA Board of Commissioners



## Victor Valley Wastewater Reclamation Authority

*A Joint Powers Authority and Public Agency of the State of California*

Administrative Offices

20111 Shay Road, Victorville, CA 92394


Telephone: (760) 246-8638

Fax: (760) 948-9897

e-mail: mail@vwwra.com

**DATE:** February 18, 2021

**TO:** Darron Poulsen  
General Manager

**FROM:** Chieko Keagy   
Controller

**SUBJECT:** Cash Disbursements Register

### RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

### BACKGROUND

The Cash Disbursements Register totals represented below are for the month of JANUARY 2021, check numbers 123725-123781 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<b>\$256,350.05</b>	<b>\$475,188.02</b>	<b>\$344,264.45</b>	<b>\$1,075,802.52</b>

**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 1/1/21 through 1/31/21**

Vendor #	Vendor Name	Type	Payment #	Date	Total
GAOS000	G.A. Osborne Pipe & Supply	Check	123725	01/07/21	\$ 260.60
GOVE000	Government Finance Officers Association	Check	123726	01/07/21	\$ 460.00
GUAR000	Guardian	Check	123727	01/07/21	\$ 869.64
HIDE001	Hi-Desert Window Washing	Check	123728	01/07/21	\$ 307.00
KONI000	Konica Minolta Business Solutions	Check	123729	01/07/21	\$ 456.25
NAPA000	Napa Victorville	Check	123730	01/07/21	\$ 621.80
NOB000	Nobel Systems Inc.	Check	123731	01/07/21	\$ 5,000.00
ORKI000	Orkin	Check	123732	01/07/21	\$ 300.00
APPL015	Shredyourdocs.Com	Check	123733	01/07/21	\$ 372.80
SWAI000	Swains Electric Motor Service	Check	123734	01/07/21	\$ 1,992.47
VERI004	Verizon Wireless	Check	123735	01/07/21	\$ 1,531.59
GEIN000	Abb Inc	Check	123736	01/13/21	\$ 32,920.07
AIRG000	Airgas Usa, Llc	Check	123737	01/13/21	\$ 7,827.04
AUTO001	Automation Direct	Check	123738	01/13/21	\$ 8.62
CALI007	California Tool & Welding Supply	Check	123739	01/13/21	\$ 78.50
ZEEM000	Cintas Corporation	Check	123740	01/13/21	\$ 1,149.69
CSRM000	Csrma	Check	123741	01/13/21	\$ 116,530.00
HIGG000	Dakota Higgins	Check	123742	01/13/21	\$ 100.00
GOLF000	Golf Cars Of Riverside	Check	123743	01/13/21	\$ 183.13
HERI000	Heritage Environmental Services, L.L.C.	Check	123744	01/13/21	\$ 2,161.27
HIDE000	Hi-Desert Communications	Check	123745	01/13/21	\$ 100.00
APPL000	Liberty Utilities	Check	123746	01/13/21	\$ 936.65
LUHD000	Luhdorff And Scalmanini	Check	123747	01/13/21	\$ 1,526.50
MERR000	Merrell Johnson Companies	Check	123748	01/13/21	\$ 6,082.00
MOJA001	Mojave Desert A.Q.M.D.	Check	123749	01/13/21	\$ 339.16
PROA000	Proactive Consulting Group, L.L.C.	Check	123750	01/13/21	\$ 2,500.00
PRUD001	Prudential Overall Supply	Check	123751	01/13/21	\$ 2,019.90
RAIN000	Rain For Rent	Check	123752	01/13/21	\$ 5,936.79
SCLU000	Southern Counties Lubricants	Check	123753	01/13/21	\$ 9,978.40
SUNL000	Sunland	Check	123754	01/13/21	\$ 432.70
UNIT000	United Rentals Northwest, Inc	Check	123755	01/13/21	\$ 10,806.88
ATMO000	Atmospheric Analysis And Consulting, Inc	Check	123756	01/21/21	\$ 1,385.00
BRYO000	Bryon Anderson	Check	123757	01/21/21	\$ 2,615.00
SENT000	Dan Sentman	Check	123758	01/21/21	\$ 206.97
ENVI002	Environmental Water Solutions, Inc.	Check	123759	01/21/21	\$ 3,342.81
GAOS000	G.A. Osborne Pipe & Supply	Check	123760	01/21/21	\$ 1,252.35
HESP004	Hesperia Water District	Check	123761	01/21/21	\$ 3,031.82
ORKI000	Orkin	Check	123762	01/21/21	\$ 400.38
PRUD001	Prudential Overall Supply	Check	123763	01/21/21	\$ 672.69
APPL015	Shredyourdocs.Com	Check	123764	01/21/21	\$ 80.00
SCLU000	Southern Counties Lubricants	Check	123765	01/21/21	\$ 608.90
THUR000	Thurlow'S Heating & A/C Inc.	Check	123766	01/21/21	\$ 2,753.40
UNIT000	United Rentals Northwest, Inc	Check	123767	01/21/21	\$ 1,150.04
CONC000	Answering 365	Check	123768	01/27/21	\$ 123.00
APEX000	Apex Rentals	Check	123769	01/27/21	\$ 96.00
VICT003	City Of Victorville / Sanitation	Check	123770	01/27/21	\$ 12,348.40
DETE000	Detection Instrument Corporation	Check	123771	01/27/21	\$ 330.13
GUAR000	Guardian	Check	123772	01/27/21	\$ 1,304.46
HESP004	Hesperia Water District	Check	123773	01/27/21	\$ 566.60
JKWE000	J&K Welding	Check	123774	01/27/21	\$ 3,520.00
ORKI000	Orkin	Check	123775	01/27/21	\$ 400.38
PETE000	Pete'S Road Service, Inc.	Check	123776	01/27/21	\$ 361.13
PRUD001	Prudential Overall Supply	Check	123777	01/27/21	\$ 672.69
ROBE002	Robertson'S Ready Mix, Ltd	Check	123778	01/27/21	\$ 3,060.10
THUR000	Thurlow'S Heating & A/C Inc.	Check	123779	01/27/21	\$ 150.00
UNIT000	United Rentals Northwest, Inc	Check	123780	01/27/21	\$ 390.00
VERI004	Verizon Wireless	Check	123781	01/27/21	\$ 1,738.35
<b>Total Checks</b>					<b>\$ 256,350.05</b>
APPL013	Applied Industrial Technologies, Inc	Electronic Fund Transfer	012820213	01/27/21	\$ 2,062.25
USAB000	U.S.A. Bluebook	Electronic Fund Transfer	0128202120	01/27/21	\$ 1,044.92
CONSO00	Consumers Pipe & Supply, Co.	Electronic Fund Transfer	012820218	01/27/21	\$ 2,018.52
BREN001	Brenntag Pacific, Inc	Electronic Fund Transfer	012820216	01/27/21	\$ 22,598.42
CULL000	Culligan Water Conditioning	Electronic Fund Transfer	0128202110	01/27/21	\$ 502.90
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	0128202118	01/27/21	\$ 710.70
PASI000	James Pasioka	Electronic Fund Transfer	0128202115	01/27/21	\$ 125.00
MICH000	Michael'S Auto Detail	Electronic Fund Transfer	0128202117	01/27/21	\$ 510.00
SHAW000	Shaw'S Painting	Electronic Fund Transfer	0128202119	01/27/21	\$ 22,895.65
ALLI003	Allied Electronics Inc	Electronic Fund Transfer	012820211	01/27/21	\$ 1,423.25



**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 1/1/21 through 1/31/21**

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Vendor #	Vendor Name	Type	Payment #	Date	Total
GRAY000	Graybar Electric Co., Inc.	Electronic Fund Transfer	0128202113	01/27/21	\$ 3,562.49
CRAN000	Crane Pro Services	Electronic Fund Transfer	012820219	01/27/21	\$ 2,520.50
GRAN002	Granicus, Inc.	Electronic Fund Transfer	0128202112	01/27/21	\$ 5,469.78
ILIN000	Ilink Business Management	Electronic Fund Transfer	0128202114	01/27/21	\$ 2,569.76
GRAI000	Grainger	Electronic Fund Transfer	0128202111	01/27/21	\$ 2,409.06
JWCE000	Jwc Environmental Inc	Electronic Fund Transfer	0128202116	01/27/21	\$ 1,985.29
BEST000	Best, Best & Krieger, L.L.P.	Electronic Fund Transfer	012820214	01/27/21	\$ 31,731.79
COLL000	Collicutt Energy Services Inc	Electronic Fund Transfer	012820217	01/27/21	\$ 2,320.50
ALSG001	Als Group Usa Corp	Electronic Fund Transfer	012820212	01/27/21	\$ 990.00
BIOG001	Biogas Engineering	Electronic Fund Transfer	012820215	01/27/21	\$ 1,200.00
USBA000	U. S. Bank	Electronic Fund Transfer	012520211	01/22/21	\$ 5,566.68
GIEN000	Gi Endurant Llc	Electronic Fund Transfer	012220219	01/21/21	\$ 5,074.55
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	0122202113	01/21/21	\$ 5,194.07
VICT015	V.V. Tow, Inc.	Electronic Fund Transfer	0122202115	01/21/21	\$ 127.50
HENR002	Andrew Henriquez	Electronic Fund Transfer	012220211	01/21/21	\$ 113.14
CONS000	Consumers Pipe & Supply, Co.	Electronic Fund Transfer	012220217	01/21/21	\$ 342.04
BIOG000	Biogas Power Systems- Mojave, Llc	Electronic Fund Transfer	012220215	01/21/21	\$ 64,119.27
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	012220216	01/21/21	\$ 1,008.98
XYLE000	Xylem Dewatering Solutions	Electronic Fund Transfer	0122202116	01/21/21	\$ 1,814.96
TYLE000	Tyler Technologies, Inc	Electronic Fund Transfer	0122202114	01/21/21	\$ 584.01
EVOQ000	Evoqua Water Technologies Llc	Electronic Fund Transfer	012220218	01/21/21	\$ 9,963.49
ILIN000	Ilink Business Management	Electronic Fund Transfer	0122202111	01/21/21	\$ 1,847.16
BECK000	Beck Oil, Inc.	Electronic Fund Transfer	012220212	01/21/21	\$ 1,956.78
GRAI000	Grainger	Electronic Fund Transfer	0122202110	01/21/21	\$ 617.79
BIOG001	Biogas Engineering	Electronic Fund Transfer	012220214	01/21/21	\$ 26,661.48
BECK001	Becker Pumps Corporation	Electronic Fund Transfer	012220213	01/21/21	\$ 2,322.78
WEST009	Kalin Westover	Electronic Fund Transfer	0122202112	01/21/21	\$ 340.00
HINO000	Hinojosa, Thomas	Electronic Fund Transfer	012120219	01/20/21	\$ 428.00
DAGIN000	Dagnino, Roy	Electronic Fund Transfer	012120214	01/20/21	\$ 428.00
GILL001	Gillette, Randy	Electronic Fund Transfer	012120217	01/20/21	\$ 428.00
MAIN000	Main, Randy	Electronic Fund Transfer	0121202111	01/20/21	\$ 428.00
MONT000	Montgomery, Lillie	Electronic Fund Transfer	0121202113	01/20/21	\$ 168.56
KENI000	Keniston, Olin	Electronic Fund Transfer	0121202110	01/20/21	\$ 238.25
GYUR000	Gyurcsik, Darline	Electronic Fund Transfer	012120218	01/20/21	\$ 206.97
MCGE000	Mcgee, Mark	Electronic Fund Transfer	0121202112	01/20/21	\$ 428.00
ANTH000	Anthony, Donna	Electronic Fund Transfer	012120211	01/20/21	\$ 428.00
NAVE000	Nave, Patrick	Electronic Fund Transfer	0121202115	01/20/21	\$ 428.00
BILL002	Billings, Richard	Electronic Fund Transfer	012120212	01/20/21	\$ 428.00
DAVI001	Davis, Tim	Electronic Fund Transfer	012120215	01/20/21	\$ 428.00
FLIN000	Flint, Terrie Gossard	Electronic Fund Transfer	012120216	01/20/21	\$ 238.25
NALI000	Nalian, L. Christina	Electronic Fund Transfer	0121202114	01/20/21	\$ 428.00
ENTE000	Enterprise Fm Trust	Electronic Fund Transfer	0120211	01/20/21	\$ 7,597.49
CORR000	Bruce Correia	Electronic Fund Transfer	012120213	01/20/21	\$ 856.00
COLL000	Collicutt Energy Services Inc	Electronic Fund Transfer	0114202110	01/13/21	\$ 24,771.90
VEBA000	California School Veba	Electronic Fund Transfer	011420218	01/13/21	\$ 650.98
ADSC000	A.D.S. Corp.	Electronic Fund Transfer	011420211	01/13/21	\$ 7,150.00
GRAI000	Grainger	Electronic Fund Transfer	0114202112	01/13/21	\$ 3,131.67
UNDE000	Underground Service Alert Of Southern California	Electronic Fund Transfer	0114202121	01/13/21	\$ 124.94
BSKA000	Bsk Associates	Electronic Fund Transfer	011420217	01/13/21	\$ 1,390.00
AMER006	American Express	Electronic Fund Transfer	011420213	01/13/21	\$ 1,939.15
HAAK000	Haaker Equipment Company	Electronic Fund Transfer	0114202113	01/13/21	\$ 4,479.00
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	011420219	01/13/21	\$ 1,436.68
DKFS000	D.K.F. Solutions Group, Llc	Electronic Fund Transfer	0114202111	01/13/21	\$ 350.00
BECK000	Beck Oil, Inc.	Electronic Fund Transfer	011420216	01/13/21	\$ 14.39
PROT001	Adt Commercial	Electronic Fund Transfer	011420212	01/13/21	\$ 66.81
ILIN000	Ilink Business Management	Electronic Fund Transfer	0114202115	01/13/21	\$ 2,569.76
MCMA000	Mcmaster-Carr Supply Co.	Electronic Fund Transfer	0114202117	01/13/21	\$ 481.12
ESBA000	Babcock Laboratories, Inc	Electronic Fund Transfer	011420215	01/13/21	\$ 25,404.20
TRIM000	Trimax Systems	Electronic Fund Transfer	0114202119	01/13/21	\$ 38,580.90
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	0114202118	01/13/21	\$ 335.08
ROBI000	John Robinson Consulting, Inc	Electronic Fund Transfer	0114202116	01/13/21	\$ 4,240.00
HACH000	Hach Company	Electronic Fund Transfer	0114202114	01/13/21	\$ 256.11
USAB000	U.S.A. Bluebook	Electronic Fund Transfer	0114202120	01/13/21	\$ 1,270.64
APPL013	Applied Industrial Technologies, Inc	Electronic Fund Transfer	011420214	01/13/21	\$ 51.59
WAXI000	Waxie Sanitary Supply	Electronic Fund Transfer	0114202122	01/13/21	\$ 252.77
GRAI000	Grainger	Electronic Fund Transfer	010720217	01/06/21	\$ 436.88
MCGR000	Mcgrath Rentcorp	Electronic Fund Transfer	010720219	01/06/21	\$ 5,383.33
TMOB000	T-Mobile	Electronic Fund Transfer	0107202113	01/06/21	\$ 196.56
VVWE000	Victor Valley Wastewater Employees Assoc	Electronic Fund Transfer	0107202114	01/06/21	\$ 937.50
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	0107202112	01/06/21	\$ 2,918.41
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	010720214	01/06/21	\$ 1,557.61

**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 1/1/21 through 1/31/21**

Vendor #	Vendor Name	Type	Payment #	Date	Total
ALLI003	Allied Electronics Inc	Electronic Fund Transfer	010720212	01/06/21	\$ 82.54
CRAN000	Crane Pro Services	Electronic Fund Transfer	010720215	01/06/21	\$ 1,380.00
PROT001	Adt Commercial	Electronic Fund Transfer	010720211	01/06/21	\$ 909.85
WAIK000	Waukesha-Pearce Industries, Llc	Electronic Fund Transfer	0107202116	01/06/21	\$ 456.52
MSAS001	Msa Safety Sales, Llc C/O Mcr Technologies, Inc	Electronic Fund Transfer	0107202111	01/06/21	\$ 833.13
LABO002	Labor Finders	Electronic Fund Transfer	010720218	01/06/21	\$ 608.85
BLAC003	Blackline Safety Corp	Electronic Fund Transfer	010720213	01/06/21	\$ 420.00
WAGE000	Wageworks, Inc	Electronic Fund Transfer	0107202115	01/06/21	\$ 113.00
CHAR000	Fedak & Brown Llp	Electronic Fund Transfer	010720216	01/06/21	\$ 2,740.00
MISC000	Misco - T.W. Associates	Electronic Fund Transfer	0107202110	01/06/21	\$ 4,363.93
WAXI000	Waxie Sanitary Supply	Electronic Fund Transfer	0107202117	01/06/21	\$ 385.66
CHAR001	Charter Communications	Bank Draft	DFT01651	01/28/21	\$ 4,945.16
SWRC000	Swrcb	Bank Draft	DFT01657	01/28/21	\$ 6,822.00
SOUT000	Southern California Edison	Bank Draft	DFT01655	01/28/21	\$ 42,898.14
LINC000	Lincoln Financial Group	Bank Draft	DFT01653	01/28/21	\$ 4,229.39
LINC000	Lincoln Financial Group	Bank Draft	DFT01654	01/28/21	\$ 80.11
UPS0000	Ups	Bank Draft	DFT01658	01/28/21	\$ 13.64
STAT002	State Board Of Equalization	Bank Draft	DFT01656	01/28/21	\$ 776.00
SOUT000	Southern California Edison	Bank Draft	DFT01628	01/22/21	\$ 15,022.98
SOUT000	Southern California Edison	Bank Draft	DFT01629	01/22/21	\$ 1,255.46
SOUT000	Southern California Edison	Bank Draft	DFT01630	01/22/21	\$ 960.49
APPL007	Town Of Apple Valley	Bank Draft	DFT01635	01/22/21	\$ 155.59
SOUT006	Southwest Gas Company	Bank Draft	DFT01631	01/22/21	\$ 29.10
SOUT006	Southwest Gas Company	Bank Draft	DFT01632	01/22/21	\$ 94.78
SOUT006	Southwest Gas Company	Bank Draft	DFT01633	01/22/21	\$ 55.32
FLYE000	Flyers Energy, Llc	Bank Draft	DFT01625	01/22/21	\$ 1,019.47
SPAR000	Sparkletts Drinking Water	Bank Draft	DFT01634	01/22/21	\$ 562.92
UPS0000	Ups	Bank Draft	DFT01636	01/22/21	\$ 55.02
UPS0000	Ups	Bank Draft	DFT01637	01/22/21	\$ 293.07
KONI000	Konica Minolta Business Solutions	Bank Draft	DFT01626	01/22/21	\$ 351.02
FLYE000	Flyers Energy, Llc	Bank Draft	DFT01575	01/07/21	\$ 604.59
PRIN000	Principal Life Ins. Co.	Bank Draft	DFT01576	01/07/21	\$ 2,401.33
<b>Total ACH &amp; EFT's</b>					<b>\$ 475,188.02</b>

Approved  
 02-03-21

<b>Total Checks</b>	\$ 256,350.05
<b>Total ACH and EFT</b>	\$ 475,188.02
<b>Total Payroll - January 2021</b>	\$ 344,264.45
<b>Total</b>	<b>\$ 1,075,802.52</b>



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Darron Poulsen, General Manager  
**DATE:** 2/18/2020  
**SUBJECT:** **RECOMMENDATION TO APPROVE ORDER NO. R6V-2021-0004  
VVWRA SETTLEMENT AGREEMENT AND STIPULATION FOR  
ENTRY OF ORDER**

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 129,000</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code: 01-02-515-8600-9999</b>	
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to sign the Settlement Agreement and Stipulation for Entry of Order in the amount of \$129,000 to the California Regional Water Quality Control, pending legal review and approval of the agreement.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

On January 16, 2020, the VVWRA was notified by the Lahontan Regional Water Quality Board of a Notice of Violation (NOV) for assessing Mandatory Minimum Penalties (MMP). The original MMP amount was \$144,000. After Receiving a 30-day extension to respond due to the number and age of the violations which covered violations from August 1, 2008 to November 30, 2019, the VVWRA staff drafted a retort to the NOV on March 18, 2020. In the March 18 response VVWRA staff agreed to some of the violations and disputed a number of other points of concern.

On April 2, 2020 VVWRA staff received a revised NOV lowering the MMP to \$129,000. An April 23, 2020 VVWRA staff responded to the Revised NOV informing the Lahontan Water Board that the Authority would prefer to proceed with no further argument regarding the validity of the NOV and that the authority was amenable to the \$129,000 MMP. The VVRWA at this time asked if the Lahontan Water Board would be amenable to the utilization of a Supplemental Environmental Plan as an opportunity to divert penalty dollars to a local beneficial project. A

SEP involving the City of Victorville's Septic to Sewer System Project in Old Town Victorville was selected and approved as the SEP of choice.

On June 25, 2020, the Lahontan Regional Water Quality Board revised the NOV to add additional MMP moving the new total to \$135,000. On July 30, 2020, The VVWRA staff responded to these new violations and provided information to dispute the validity of the concerns. In August of 2020, the Lahontan team rescinded the revised NOV based on the VVWRA response and allowed the previous MMP amount of \$129,000 to stand.

Since that time the VVWRA staff and the Lahontan Regional Water Quality Board have been in discussions on the amount of funds that could be used for the SEP and a final agreement to resolve this matter. The Lahontan Regional Water Quality Board and the VVWRA legal team have reviewed and agreed upon a settlement agreement attached as Exhibit 1.

At this time, the VVWRA staff recommends to the Board of Commissioners that they allow the General Manager to sign Order No. R6V-2021-0004 VVWRA Settlement Agreement and Stipulation for Entry of Order.

**Attachments:**

**Exhibit 1- Order No. R6V-2021-0004 VVWRA Settlement Agreement and Stipulation for Entry of Order**



# EXHIBIT 1

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

**Order No. R6V-2021-0004**  
**Victor Valley Wastewater Reclamation Authority**  
**Settlement Agreement and Stipulation for Entry of Order**

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Settlement Agreement and Stipulation for Order) is entered into by and between the California Regional Water Quality Control Board, Lahontan Region Prosecution Team (Prosecution Team) and Victor Valley Wastewater Reclamation Authority (VWWRA) (collectively, "Parties"), and is presented to the California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board), for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

Section II: RECITALS

1. VWWRA is a California Joint Powers Authority (JPA) that owns, operates, and maintains wastewater collection, treatment, and disposal facilities. Member agencies of the JPA are the City of Victorville, City of Hesperia, Town of Apple Valley, and two San Bernardino County service areas (Oro Grande and Spring Valley Lakes). VWWRA serves approximately 284,280 people within the northern portion of San Bernardino County.
2. VWWRA's wastewater treatment facility provides tertiary treatment of domestic and commercial wastewater. An annual average of up to 14 million gallons per day (mgd) may be discharged to the Mojave River and up to 22 mgd may be used as reclaimed water. Wastewater may also be discharged to percolation ponds.
3. On February 14, 2008, the Lahontan Water Board adopted Waste Discharge Requirements (WDR) Order No. R6V-2008-004 (NPDES No. CA0102822) which included effluent limitations and other requirements regarding VWWRA's discharge. On July 17, 2013, the Lahontan Water Board adopted WDR Order No. R6V-2013-0038, which contained updated requirements and rescinded the 2008 WDR Order, except for purposes of enforcement. On May 6, 2020, the Lahontan Water Board adopted WDR Order No. R6V-2020-0029, which contains updated requirements and rescinds the 2013 WDR Order, except for purposes of enforcement.
4. On February 14, 2008, the Lahontan Water Board issued Cease and Desist Order (CDO) No. R6V-2008-005 to VWWRA. Among other items, the CDO includes interim effluent limitations for ammonia and nitrate, which extend through January 31, 2013.

5. On June 16, 2010, the Lahontan Water Board issued Time Schedule Order (TSO) No. R6V-2010-0027 to VVWRA. Among other items, the TSO includes interim effluent limitations for total cyanide, chlorodibromomethane, and dichlorobromomethane, which extend through January 31, 2013.
6. On May 29, 2014, the Lahontan Water Board issued TSO No. R6V-2014-0039 to VVWRA. Among other items, the TSO includes interim effluent limitations for ammonia and total nitrogen, which extend through June 30, 2015.
7. On December 19, 2014, the Executive Officer of the Lahontan Water Board amended TSO No. R6V-2014-0039 through issuance of TSO No. R6V-2014-0039-A1. The amended TSO extended the interim effluent limitations for ammonia and total nitrogen to March 31, 2016.
8. On November 13, 2008, the Lahontan Water Board adopted Administrative Civil Liability Order (ACLO) No. R6V-2008-0036 for VVWRA. The ACLO imposed \$324,000 in Mandatory Minimum Penalties (MMPs) for effluent limitation violations that occurred between August 30, 2005 and July 31, 2008. The ACLO required payment of \$170,380 to the State Water Resources Control Board Cleanup and Abatement Account and allowed \$153,620 to be permanently suspended upon VVWRA's completion of a Supplemental Environmental Project (SEP) titled "Mojave River Characterization Study." VVWRA paid the penalty and satisfactorily completed the SEP.
9. On January 15, 2020, the Prosecution Team issued a Notice of Violation (NOV) to VVWRA. The NOV described alleged effluent limitation violations which occurred between August 1, 2008 and November 30, 2019. On March 18, 2020, VVWRA provided documentation showing that five of the alleged violations were in error. The Prosecution Team agreed and removed those five violations, decreasing the mandatory minimum penalty amount to \$129,000.
10. While preparing draft settlement documents, the Prosecution Team reviewed VVWRA's monitoring reports for the period of December 1, 2019 through April 30, 2020. The Prosecution Team issued an updated NOV on June 25, 2020, alleging an additional six effluent violations and increasing the mandatory minimum penalty to \$135,000. VVWRA responded on July 7, 2020, providing information to show that the two chlorine violations were due to sampling error. The Prosecution Team agreed with VVWRA's assessment, and on July 14, 2020, issued a revised NOV that removed the two chlorine violations and decreased the mandatory minimum penalty amount to \$129,000. The Prosecution Team has since reviewed VVWRA's most recent monitoring reports and has extended the period of review to September 30, 2020. There are no additional effluent limitation violations.
11. VVWRA is subject to \$129,000 in mandatory minimum penalties for effluent limitation violations that took place between August 1, 2008 and September 30, 2020.

12. California Water Code (Water Code) section 13385, subdivisions (h) and (i) require assessment of mandatory penalties as follows:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a "serious violation" means any waste discharge that violates the effluent limitation contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- (A) Violates a waste discharge requirement effluent limitation.
- (B) Fails to file a report pursuant to Section 13260.
- (C) Files an incomplete report pursuant to Section 13260.
- (D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

13. Water Code section 13385.1 (a)(1) requires the assessment of mandatory penalties for certain failures to submit monitoring reports, and states:

For the purposes of subdivision (h) of section 13385, a 'serious violation' also means a failure to file a discharge monitoring report required pursuant to section 13383 for each complete period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.



14. Water Code section 13385 subdivision (j)(3) states that mandatory penalties do not apply when effluent limitation violations are in compliance with a cease and desist order or a time schedule order, and states in part:

Subdivisions (h) and (i) do not apply to any of the following:...(3) A violation of an effluent limitation where the waste discharge is in compliance with either a cease and desist order issued pursuant to Section 13301 or a time schedule order issued pursuant to Section 13300 or 13308, if all of the following requirements are met:

(A) The cease and desist order or time schedule order is issued on or after July 1, 2000, and specifies the actions that the discharger is required to take in order to correct the violations that would otherwise be subject to subdivisions (h) and (i).

15. WDR Order No. R6V-2008-004, Effluent Limitations and Discharge Specifications IV.A.1.a. includes, in part, the following: "The Discharger shall maintain compliance with the following effluent limitations at Discharge Point 001..."

Parameter	Units	Average Monthly	Maximum Daily	Instant. Minimum	Instant. Maximum	Average Annual
pH	Std. units	--	--	6.5	8.5	--
Chlorodibromomethane	ug/L	0.41	1.3	--	--	--
Dichlorobromomethane	ug/L	0.56	1.4	--	--	--
Bis(2-ethylhexyl) phthalate	ug/L	1.8	3.6	--	--	--
Bis(2-ethylhexyl) phthalate	lbs/day	0.21	0.42			
Chlorine, Total Residual <sup>2</sup>	mg/L	--	0.003	--	--	--
Chlorine, Total Residual <sup>2</sup>	lbs/day		0.350			
Total Dissolved Solids	mg/L	--	580	--	--	460

<sup>2</sup> Concentration-based effluent limitations for Total Residual Chlorine are below the expected minimum level (ML) for this constituent. Non-compliance with a Total Residual Chlorine limitation is defined by exceeding both the limitation and the Reporting Level (RL)

used by the Discharger. The Discharger must achieve the lowest possible RL for Total Residual Chlorine but, in no case, may the RL be greater than 0.1 mg/L.

16. WDR Order No. R6V-2008-004, Effluent Limitations and Discharge Specifications IV.A.1.e states “**Total Coliform**: Effluent shall at all times be adequately disinfected, oxidized, coagulated, clarified, filtered wastewater. The number of total coliform bacteria shall not exceed any of the following:

- A median Most Probable Number (MPN) of 2.2 per 100 mL based on the results of the last seven days for which analyses have been completed
- An MPN of 23 per 100 mL in more than one sample in any 30-day period
- An MPN of 240 per 100 mL at any time (instantaneous maximum).”

17. WDR Order No. R6V-2008-004, Effluent Limitations and Discharge Specifications IV.A.1.f states “**Turbidity**: Effluent shall be a filtered wastewater that does not exceed any of the following:

- An average of 2 NTU within a 24-hour period
- 5 NTU more than 5 percent of the time in a 24-hour period
- 10 NTU at any time (instantaneous maximum).”

18. WDR Order No. R6V-2013-0038, Effluent Limitations and Discharge Specifications IV.A.1.a includes, in part, the following: “The Discharger shall maintain compliance with the following effluent limitations at Discharge Point 001...”

Parameter	Units	Average Monthly	Average Weekly	Maximum Daily
Biochemical Oxygen Demand (5-day @20°C (BOD <sub>5</sub> ))	mg/L	10	15	30
Ammonia Nitrogen, Total (as N)	mg/L	0.54	--	1.6
Total Dissolved Solids	mg/L	460 <sup>3</sup>	--	580

<sup>3</sup> To be applied as an annual average effluent limitation (AAEL).

19. WDR Order No. R6V-2013-0038, Effluent Limitations and Discharge Specifications IV.A.1.c states: “**Dissolved Oxygen**. Effluent concentrations of dissolved oxygen shall, at a minimum, contain:

- i. 4.0 mg/L as a daily minimum;
- ii. 5.0 mg/L as an average calendar weekly minimum; and
- iii. 6.5 mg/L as an average calendar monthly average.”

20. WDR Order No. R6V-2013-0038, Effluent Limitations and Discharge Specifications IV.A.1.e states “**Total Coliform Organisms:** Effluent at all times shall be adequately disinfected, oxidized, coagulated, clarified, and filtered. The number of total coliform bacteria shall not exceed any of the following:
- i. A median most probable number (MPN) of 2.2 per 100 mL based on the results of the last seven days for which analyses have been completed;
  - ii. 23 MPN/100 mL in more than one sample in any 30-day period; and,
  - iii. 240 MPN/100 mL at any time (instantaneous maximum).”
21. According to VVWRA’s self-monitoring reports, VVWRA committed three (3) serious violations of Group I constituents contained in WDR Orders No. R6V-2008-004 and No. R6V-2013-0038 between August 1, 2008 and September 30, 2020. The violations are defined as serious because measured concentrations of Group I constituents exceeded maximum prescribed levels by more than 40 percent. The mandatory minimum penalty for these three serious violations is nine thousand dollars (\$9,000).
22. According to VVWRA’s self-monitoring reports, VVWRA committed sixteen (16) serious violations of Group II constituents contained in WDR Orders No. R6V-2008-004 and No. R6V-2013-0038 between August 1, 2008 and September 30, 2020. The violations are defined as serious because measured concentrations of Group II constituents exceeded maximum prescribed levels by more than 20 percent. The mandatory minimum penalty for these 16 serious violations is forty-eight thousand dollars (\$48,000).
23. According to VVWRA’s self-monitoring reports, the District committed thirty-eight (38) non-serious (chronic) violations of the effluent limitations contained in WDR Orders No. R6V-2008-004 and No. R6V-2013-0038 between August 1, 2008 and September 30, 2020. Twenty (20) violations are subject to mandatory minimum penalties because these violations were preceded by three or more similar violations within a six-month period. The mandatory minimum penalty for these 20 non-serious (chronic) violations is sixty thousand dollars (\$60,000).
24. VVWRA submitted three late self-monitoring reports between August 1, 2008 and September 30, 2020. Because these reports were designed to ensure compliance with the effluent limitations in WDR Orders No. R6V-2008-004 and No. R6V-2013-0038, each complete period of 30-days following the submittal deadline is a serious violation subject to mandatory minimum penalties. There were four (4) 30-day periods following the submittal deadlines; therefore, the mandatory penalty for these late reports is twelve thousand dollars (\$12,000).
25. The total amount of mandatory minimum penalties assessed for the cited effluent limitation violations is **one hundred twenty-nine thousand dollars (\$129,000)**. A detailed list of the effluent limitation violations is included in Attachment A, a part of

this Order. This Order addresses administrative civil liability for violations that are specifically listed in Attachment A as subject to mandatory minimum penalties.

26. On August 13, 2020, VVWRA requested that the entire \$129,000 penalty be suspended upon completion of a Supplemental Environmental Project (SEP). The proposed SEP would augment the City of Victorville's current SEP which is described and authorized by Settlement Agreement Order No. R6V-2020-0001 ([https://www.waterboards.ca.gov/lahontan/board\\_decisions/adopted\\_orders/2020/r6\\_v\\_2020\\_0001\\_city\\_of\\_vvl\\_sep.pdf](https://www.waterboards.ca.gov/lahontan/board_decisions/adopted_orders/2020/r6_v_2020_0001_city_of_vvl_sep.pdf)). The City of Victorville's SEP establishes a grant program to assist residents and commercial property owners to connect to the City sewer system and properly abandon their septic systems. VVWRA's proposed SEP would waive the fees needed to connect residents and commercial property owners to the City of Victorville's sewer system.
27. Water Code section 13385(l) allows a discharger to complete a SEP in lieu of paying the full amount of a mandatory minimum penalty, as quoted in relevant part below. For this matter, up to \$72,000 may be applied toward a SEP.

(l)(1) In lieu of assessing penalties pursuant to subdivision (h) or (i), the state board or the regional board, with concurrence of the discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project in accordance with the enforcement policy of the state board. If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a supplemental environmental project may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).

(2) For the purposes of this section, a "supplemental environmental project" means an environmentally beneficial project that a person agrees to undertake, with the approval of the regional board, that would not be undertaken in the absence of an enforcement action under this section.

### Section III: STIPULATIONS

The Parties stipulate to the following:

28. **Administrative Civil Liability:** VVWRA hereby agrees to the imposition of an administrative civil liability totaling **one hundred twenty-nine thousand dollars (\$129,000)**. Further, VVWRA agrees that **seventy-two thousand dollars (\$72,000)** of the penalty shall be suspended pending completion of a SEP as set forth in Paragraph 26 of Section II and Paragraph 31 of Section III of this document.
29. **Payment:** VVWRA will make a payment of \$57,000 made payable to the "State Water Resources Control Board Cleanup and Abatement Account" **within 30 days**

of the Lahontan Water Board or Executive Officer issuing this Settlement Agreement and Stipulation for Entry of Order (Order). The check or money order shall reference Administrative Civil Liability Order No. R6V-2021-0004 and be submitted to:

State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

VVWRA shall email a copy of the check to [Lahontan@waterboards.ca.gov](mailto:Lahontan@waterboards.ca.gov) with the subject line "VVWRA MMP Payment."

31. **Description of SEP:** VVWRA will waive up to \$72,000 in VVWRA connection fees associated with the SEP currently underway by the City of Victorville as part of Settlement Agreement Order No. R6V-2020-0001. The City of Victorville has established a grant program to assist residents and commercial property owners in connecting into the City sewer system and properly abandoning their septic systems in the Old Town area of the City. Under its SEP, the City will also manage construction activities necessary to connect such properties to the City sewer system. Many of the septic systems in the Old Town area of the City are in close proximity to the Mojave River and/or have high groundwater conditions. Such conditions often result in adverse impacts to groundwater quality and cause potential threats to public health. The connection fees and construction costs to connect to the City's sewer system have proven cost-prohibitive for several property owners in the project area, identified as disadvantaged by the California Environmental Protection Agency's CalEnviroScreen System. The sewer connection grant program will assist such property owners, allowing them to connect to the City sewer system and cease discharging domestic wastewater to onsite wastewater treatment systems. Priority projects for this program will include an area in Old Town where properties are adjacent to an existing sewer main and usually only require a lateral connection to connect to the sewer system. Additional criteria elevating a property's priority for connection include those in close proximity to known contaminants (e.g., petroleum hydrocarbons, chlorinated hydrocarbons) and properties with a failing septic system that must connect to the sewer system in accordance with the City's codes.

The City's SEP includes payment of all costs associated with abandoning a septic system and connecting to the City sewer system, estimated to be \$26,000 per property owner. This includes payment of the VVWRA connection fee of approximately \$4,000 per connection. Because VVWRA's SEP waives the connection fees, the City's cost will be reduced by about \$4,000 per property owner, thus allowing the City to provide grants to an additional 3-5 properties to abandon their septic systems and connect to the City sewer system.

32. **SEP Requirements:** VVWRA's augmentation of the City of Victorville's SEP meets the characteristics of an acceptable SEP as specified in Water Code section 13385(l)(2) as follows:
- a. Environmentally beneficial project: VVWRA's SEP will improve groundwater quality by providing a monetary contribution toward eliminating septic tank waste discharges and associated pollutants to the groundwater from the properties connecting to the City of Victorville's sewer system. Doing so will reduce the risks to public health and the environment by reducing high nutrient and bacteria levels caused by septic tank waste discharges in areas of high groundwater and in close proximity to surface waters.
  - b. "Voluntarily" agrees to undertake: The SEP is not otherwise required of VVWRA by any rule or regulation of any federal, state, or local entity.
  - c. In settlement of an enforcement action: VVWRA's commitment to implement the SEP is included in this Order, a legally enforceable settlement document. Although the City of Victorville's project has begun, VVWRA's waiving of the connection fees has not commenced and will not commence prior to the adoption of this Order.
33. **SEP Completion Date:** The SEP shall be completed in its entirety no later than November 29, 2021 ("SEP Completion Date"). If other circumstances beyond the control of VVWRA prevent completion of the SEP by that date, the Executive Officer may extend the SEP Completion Date in writing. VVWRA must send its request for an extension in writing with the necessary justification to the Executive Officer a minimum of 30 days prior to the SEP Completion Date.
34. **Representations of VVWRA:** As a material consideration for the Lahontan Water Board's acceptance of this Order, VVWRA represents that it will utilize the funds outlined in Paragraph 31 in cooperation with the City of Victorville. VVWRA understands that its promise to implement the SEP, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between VVWRA and the Lahontan Water Board. VVWRA represents that it will spend the SEP amount as described in this Order, and that within 30 days of the completing the SEP, it will provide written certification, under penalty of perjury, that VVWRA followed all applicable environmental laws and regulations in implementing the SEP including the California Environmental Quality Act (CEQA) (14 CCR § 15000 et seq.) and the federal Clean Water Act (33 U.S.C. § 1251 et seq.).
35. **Publicity:** Whenever VVWRA or its agents or subcontractors publicizes one or more elements of the SEP, it shall state in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the Lahontan Water Board against VVWRA.

36. **Progress Reports:** VVWRA shall provide quarterly progress reports as follows:

<b>Monitoring Period</b>	<b>Report Due Date</b>
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

The first quarterly progress report is due May 1, 2021. The progress reports shall at a minimum, provide the following information:

- a. A description of SEP activities conducted during the Monitoring Period;
  - b. An accounting of SEP expenditures for the Monitoring Period; and
  - c. A description of SEP activities planned for the next Monitoring Period.
37. **Final SEP Report and Certification of Expenditures:** Within 30 days of completing the SEP, VVWRA shall submit a Final SEP Report identifying all completed SEP-related work and providing a certified statement by a responsible official documenting VVWRA's expenditures in implementing the SEP. In making such certification, the official may rely upon normal project tracking systems that capture employee time expenditures and external payments to outside vendors or contractors. VVWRA shall provide any additional information requested by the Executive Officer that is reasonably necessary to verify SEP-related completed work and VVWRA's expenditures.
38. **Third Party Audit:** Upon completing the SEP, or failure to complete the SEP, and at the discretion of the Executive Officer, VVWRA, at its sole cost, shall submit a report prepared by an independent third party acceptable to the Executive Officer providing such third party's professional opinion that VVWRA has expended money in the amounts claimed. Such information shall be provided to the Executive Officer within three months of the Executive Officer's request for the third-party audit.
39. **Lahontan Water Board Acceptance of Completed SEP:** Upon VVWRA's satisfaction of its obligations under this Settlement Agreement and Stipulation for Order, the completion of the SEP, and any audits, the Executive Officer shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any of VVWRA's further obligations under this Settlement Agreement and Stipulation for Order.
40. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Completed SEP:** In the event that VVWRA is not able to explain to the reasonable satisfaction of the Executive Officer that it has spent the entire SEP amount on the completed SEP, VVWRA shall pay the difference between the suspended \$72,000 and the amount that VVWRA can reasonably demonstrate was actually spent on



the SEP as an administrative civil liability. Such payment shall be made to the State Water Resources Control Board Cleanup and Abatement Account after service of the Executive Officer's determination.

41. **Failure to Complete the SEP:** If the SEP is not fully implemented within the SEP time schedule required by this Order, or there has been a material failure to satisfy a milestone requirement, VVWRA shall be liable to pay the entire suspended amount of \$72,000, or some portion thereof less the value of the completion of any milestone requirement (e.g., a parcel's connection fee). Unless otherwise ordered, VVWRA shall not be entitled to any credit, offset, or reimbursement from the Lahontan Water Board for expenditures made on the SEP prior to the failure to complete the SEP. Upon a determination by the Executive Officer that an amount of the suspended liability is due, the amount owed shall be paid to the State Water Resources Control Board Cleanup and Abatement Account after service of the Executive Officer's determination. Payment of the assessed amount shall satisfy the City's obligations to implement the SEP in its entirety.
42. **Lahontan Water Board is Not Liable:** Neither the Lahontan Water Board members nor the Lahontan Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by VVWRA, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Order, nor shall the Lahontan Water Board, its members or staff be held as parties to or guarantors of any contract entered into by VVWRA, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Order. VVWRA covenants not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Order.
43. **Compliance with Applicable Laws:** VVWRA understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with its terms is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject VVWRA to further enforcement, including additional administrative civil liability.
44. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
45. **Matters Addressed by Stipulation:** Upon adoption by the Lahontan Water Board or the Executive Officer issuing the proposed Order as final, this Order represents a final and binding resolution and settlement of all claims, violations or causes of action alleged herein. The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in

Section III, Paragraph 29 and VVWRA's full satisfaction of the obligations described in Section III, Paragraphs 31, 33, and 36.

46. **Public Notice:** VVWRA understands that this Order will be noticed for a 30-day public comment period prior to consideration by the Lahontan Water Board or the Executive Officer. If significant new information is received that reasonably affects the propriety of presenting this Order to the Lahontan Water Board for adoption, the Prosecution Team Lead may unilaterally declare it void and decide not to present it to the Lahontan Water Board. VVWRA agrees that it may not rescind or otherwise withdraw its approval of this Order.
47. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting this Order by the Lahontan Water Board or the Executive Officer and its review by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
48. **Interpretation:** This Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. VVWRA is represented by counsel in this matter.
49. **Modification:** This Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties and approved by the Lahontan Water Board or the Executive Officer. All approvals and decisions of the Lahontan Water Board and the Executive Officer under the terms of this Order shall be communicated to VVWRA in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Lahontan Water Board regarding submissions or notices shall be construed to relieve VVWRA of its obligation to obtain any final written approval required by this Order.
50. **If the Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Lahontan Water Board or Executive Officer, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Lahontan Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including but not limited to:
  - a. Objections related to prejudice or bias of any of the Lahontan Water Board members or their advisors and any other objections that are premised in whole

or in part on the fact that the Lahontan Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
51. **Waiver of Hearing:** VVWRA has been informed of the rights provided by California Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Lahontan Water Board prior to the adoption of the Order.
  52. **Waiver of Right to Petition or Appeal:** VVWRA hereby waives its right to petition the Lahontan Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court. This explicit waiver of rights includes potential future decisions by the Lahontan Water Board, or its delegate related to this Order, including but not limited to time extensions and other terms contained in this Order.
  53. **Covenant Not to Sue:** VVWRA covenants not to sue or pursue any administrative or civil claim(s) against any state agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter covered herein.
  54. **Authority to Bind:** Each person executing this Order in a representative capacity represents and warrants that he or she is authorized to execute it on behalf of and to bind the entity on whose behalf he or she executes it.
  55. **Effective Date:** The obligations in this Order are effective and binding only upon the entry of an Order by the Lahontan Water Board or Executive Officer which incorporates the terms of this Order.
  56. **Severability:** This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
  57. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.


Victor Valley Wastewater  
Reclamation Authority

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Stipulated Order  
No. R6V-2021-0004

**IT IS SO STIPULATED.**

California Regional Water Quality Control Board Prosecution Team  
Lahontan Region

By:   
Scott C. Ferguson  
Supervising Water Resources Control Engineer

Date: January 27, 2021

Victor Valley Wastewater Reclamation Authority

By: \_\_\_\_\_  
Darron Poulsen  
General Manager

Date: \_\_\_\_\_

**Order of the Lahontan Water Board**

This Order incorporates the foregoing Settlement Agreement and Stipulation for Entry of Order.

1. In accepting the foregoing Settlement Agreement and Stipulation for Entry of Order, the Lahontan Water Board has considered, where applicable, each of the factors prescribed in California Water Code section 13327. The Lahontan Water Board's consideration of these factors is based upon information obtained by the Lahontan Water Board staff in investigating allegations or otherwise provided to the Lahontan Water Board.
2. Issuance of this Settlement Agreement and Stipulation for Entry of Order is being taken for the protection of the environment and to enforce the laws and regulations administer by the Lahontan Water Board. As such, it is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code, sections 21000 et seq.), in accordance with California Code of Regulations, title 14, sections 15307, 15308, and 15321.

Pursuant to California Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Lahontan Region.

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Mike Plaziak  
Executive Officer

Date: \_\_\_\_\_

Attachment A. Mandatory Minimum Penalties for the period of August 1, 2008 to September 30, 2020

**ATTACHMENT A**

Record of Violations for Mandatory Penalties (August 1, 2008 – September 30, 2020)

Data reported under Monitoring and Reporting Programs Nos. R6V-2008-004, R6V-2013-0038, and R6V-2020-0028. The following tables list the alleged violations subject to mandatory minimum penalties (MMPs), pursuant to Water Code section 13385.

**Table A: Effluent Violations Subject to Mandatory Penalties**

Item	Date	Parameter	Units	Permit Limit	Measured	Period	Remarks	CIWQS Violation
*	7/9/2008	Residual Chlorine	mg/L	0.003	0.482	Maximum daily	5	779693
<i>February 14, 2008: Interim effluent limitations found in Cease and Desist Order No. R6V-2008-005 in effect.</i>								
<i>April 4, 2008: Final and interim effluent limitations found in WDR Order No. R6V-2008-004 in effect.</i>								
1	1/5/2009	pH	pH units	8.5	8.73	Instantaneous max	3	802614
2	1/10/2009	pH	pH units	6.5	6.42	Instantaneous min	3	877531
3	1/17/2009	pH	pH units	8.5	8.6	Instantaneous max	3	803326
4	6/14/2009	pH	pH units	6.5	5.86	Instantaneous min	4	1067843
5	6/15/2009	pH	pH units	6.5	6.41	Instantaneous min	4	1068007
<i>May 18, 2010: Interim effluent limitations found in WDR Order No. R6V-2008-004 expire.</i>								
6	5/31/2010	Chlorodibromomethane	ug/L	0.41	1.1	Monthly average	2	1068010
7	5/31/2010	Dichlorobromomethane	ug/L	0.56	7.0	Monthly average	2	1068011
<i>June 16, 2010: Interim effluent limitations found in Time Schedule Order No. R6V-2010-0027 in effect.</i>								
8	10/12/2010	Total Dissolved Solids	mg/L	580	601	Maximum daily	3	887692
9	11/5/2010	Residual Chlorine	mg/L	0.003	0.594	Maximum daily	2	888213
10	11/28/2010	pH	pH units	8.5	9.59	Instantaneous max	3	888214
11	12/1/2010	Residual Chlorine	mg/L	0.003	1.174	Maximum daily	2	1009827
12	12/1/2010	Residual Chlorine	lbs/day	0.35	8.75	Maximum daily	2	896211
13	12/3/2010	Residual Chlorine	mg/L	0.003	1.194	Maximum daily	2	1009828
14	12/3/2010	Residual Chlorine	lbs/day	0.35	1.93	Maximum daily	2	896438
15	12/7/2010	Bis(2-ethylhexyl)phthalate	ug/L	3.6	8.20	Maximum daily	2	896441
16	12/7/2010	Bis(2-ethylhexyl)phthalate	lbs/day	0.42	0.66	Maximum daily	2	1009830
17	12/13/2010	Residual Chlorine	mg/L	0.003	5.73	Maximum daily	2	1009832
18	12/13/2010	Residual Chlorine	lbs/day	0.35	1.193	Maximum daily	2	896442
19	12/22/2010	Turbidity	NTU	10	>20	Instantaneous max	4	896448
20	12/22/2010	Turbidity	NTU	2	7.92	24-hour period	4	896444
21	12/22/2010	Turbidity	NTU	5	>20	More than 5% in a 24-hour period	4	1068012
22	12/23/2010	Residual Chlorine	mg/L	0.003	0.944	Maximum daily	2	896449
23	12/31/2010	Bis(2-ethylhexyl)phthalate	ug/L	1.8	8.20	Monthly average	2	1009829

Victor Valley Wastewater  
Reclamation Authority

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Stipulated Order  
No. R6V-2021-0004

24	12/31/2010	Bis(2-ethylhexyl)phthalate	lbs/day	0.21	0.66	Monthly average	2	1009831
25	1/31/2011	Total dissolved solids	mg/L	460	488	12-month average	4	1068020
26	2/23/2011	Residual Chlorine	mg/L	0.003	0.08	Maximum daily	2	1068023
27	3/2/2011	Turbidity	NTU	10	>10	Instantaneous max	4	1060841
28	3/23/2011	pH	pH units	8.5	8.88	Instantaneous max	4	1068042
29	3/28/2011	pH	pH units	8.5	8.67	Instantaneous max	4	1068043
30	4/27/2011	Turbidity	NTU	2	2.29	24-hour period	4	1068044
31	4/28/2011	Turbidity	NTU	2	11.6	24-hour period	4	905513
32	4/28/2011	Residual Chlorine	mg/L	0.003	4.14	Maximum daily	2	902554
33	8/4/2011	Turbidity	NTU	2	3.12	24-hour period	4	912055
34	11/25/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	4	916720
35	11/26/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	3	916722
36	11/27/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	4	916723
37	11/28/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	4	1067851
38	11/29/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	4	1067852
39	11/30/2011	Total Coliform Organisms	MPN/100 ml	2.2	4.0	7-day median	4	1067853
40	12/15/2012	Total Coliform Organisms	MPN/100 ml	23	30	More than once in a 30-day period	3	1067854
<i>January 31, 2013: Interim effluent limitations in Cease and Desist Order No. R6V-2008-005 expire.</i>								
<i>September 5, 2013: Final and interim effluent limitations found In WDR Order No. R6V-2013-0038 in effect.</i>								
41	10/31/2013	Ammonia-N	mg/L	0.54	0.60	Monthly average	3	965564
42	12/2/2013	Ammonia-N	mg/L	1.6	3.20	Daily maximum	1	965560
43	12/31/2013	Ammonia-N	mg/L	0.54	1.16	Monthly average	1	965557
44	1/29/2014	Total Coliform Organisms	MPN/100 ml	23	50	More than once in a 30-day period	4	1068053
45	4/30/2014	Ammonia-N	mg/L	0.54	0.55	Monthly average	4	1068054
<i>May 29, 2014: Interim limitations found in Time Schedule Order No. R6V-2014-0039 in effect.</i>								
46	6/4/2014	Dissolved Oxygen	mg/L	5.0	4.71	Average weekly min	3	1068055
47	6/10/2014	Dissolved Oxygen	mg/L	5.0	4.58	Average weekly min	4	1068056
48	7/15/2014	Dissolved Oxygen	mg/L	5.0	4.91	Average weekly min	4	1068057
49	2/17/2015	Total Coliform Organisms	MPN/100 ml	240	280	Instantaneous max	3	988595
50	2/28/2015	Biochemical Oxygen Demand	mg/L	10	10.5	Monthly average	3	1068972
51	3/10/2015	Ammonia-N	mg/L	6.7*	9.2	Daily maximum	1	989524
52	3/11/2016	Total Coliform Organisms	MPN/100 ml	240	900	Instantaneous max	3	1006574
<i>March 31, 2016: Interim limitations in Time Schedule Order No. R6V-2014-0039-A1 expire.</i>								



53	3/31/2016	Ammonia-N	mg/L	0.54	0.55	Monthly average	3	1068018
54	7/18/2016	Total Dissolved Solids	mg/L	580	650	Daily maximum	3	1068947
<i>September 5, 2017: Interim effluent limitations found in WDR Order No. R6V-2013-0038 expire.</i>								
55	10/5/2019	Total Coliform Organisms	MPN/100 ml	2.2	3.0	7-day median	3	1071291
56	4/16/2020	Total Coliform Organisms	MPN/100 ml	2.2	4.5	7-day median	3	1074975
57	4/17/2020	Total Coliform Organisms	MPN/100 ml	2.2	4.5	7-day median	3	1074976
58	4/18/2020	Total Coliform Organisms	MPN/100 ml	2.2	4.5	7-day median	3	1074977
<i>May 6, 2020: Final effluent limitations in WDR Order No. R6V-2020-0028 in effect. No violations through Sept 30, 2020.</i>								

\*Interim limitation in TSO No. R6V-2014-0033

**Table B. Reporting Violations Subject to Mandatory Penalties**

<u>Item</u>	<u>Report</u>	<u>Due Date</u>	<u>Date Submitted</u>	<u># of 30-day periods after due date</u>	<u># of serious violations</u>	<u>CIWQS</u>
1	May 2017 Monthly	7/1/2017	8/7/2017	1	1	1067894
2	May 2019 Monthly	7/1/2019	9/4/2019	2	2	1067895
3	June 2019 Monthly	8/1/2019	9/4/2019	1	1	1067896

**Remarks:**

1. Serious violation: For Group 1 pollutants (e.g., ammonia, total dissolved solids) that exceed the effluent limitation by 40% or more.
2. Serious Violation: For Group 2 pollutants (e.g., chlorine, Bis(2-ethylhexyl)phthalate, cyanide, Dibromochloromethane) that exceed the effluent limitation by 20% or more.
3. Non-serious violation not subject to MMPs: the violation falls within the first three violations within a 180-day period, and thus is not subject to MMPs.
4. Non-serious violation subject to MMPs.
5. Supporting violation for which MMPs have already been assessed in ACLO-R6V-2008-0036. Used to determine the 180-day period for non-serious violations.

VIOLATIONS AS OF: Sept 30, 2020

Group I serious violations: 3

Group II serious violations: 16

Serious reporting violations: 4

Non-serious violations subject to MMPs: 20 (Non-serious violations not subject to MMPs: 8)

Total Violations Subject to MMPs: 43

**43 MMP violations x \$3,000 per violation = \$129,000**



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DJP*  
**SUBMITTED BY:** Darron Poulsen, General Manager  
**DATE:** 2/18/2020  
**SUBJECT:** **RECOMMENDATION TO APPROVE BB&K AMENDED LEGAL FEE SCHEDULE FOR SPECIAL COUNSEL RATES FOR PARTNERS**

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<input type="checkbox"/>	<b>For Action</b>	<input type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$</b>
<input checked="" type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Code:</b>	
		<input type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve an increase in the billable hour rate for BBK senior partners in the special counsel areas from \$346 to \$360. This will allow VVWRA to avail itself of the more senior partners at the firm who have a high level of experience in their field, some of whom have been performing special counsel work for VVWRA for 10 years and more. There are no changes to the retainer agreement and rates of other attorneys at BBK, including Piero Dallarda's rates for general counsel work or the rates of more junior partners, associates, or paralegals. This change is limited to the special counsel rates of senior partners.

**PREVIOUS ACTION(S)**

The base special counsel rates for BBK senior partners ([partners with more than 10 years of experience) have not been increased since 2010. BBK has indicated that, to the extent that staff prefers working with senior partners at the firm in special counsel matters, an increase of 4% for those rates is necessary. This increase only applies to the rates for senior partners and only applies to special counsel matters. This increase also does not affect our retainer and it does not affect our general counsel rates under the retainer. The VVWRA general counsel work which is performed by Piero Dallarda under the retainer agreement is not affected by this increase. Those rates remain the same and the retainer remains unchanged. The increase of 4% only affects the senior partners special counsel rates if we choose to work with them on special counsel matters such as labor and employment matters, public contracting and CEQA. The remaining rates for junior partners, associates and paralegals remain the same.

## **BACKGROUND INFORMATION**

We have a legal services contract with Best Best &Krieger LLP to provide general counsel services and special counsel services. The general counsel services are provided primarily by Piero Dallarda and are subject to a CPI increase. Other than the CPI increase, the retainer for general counsel services has not been increased since 2010. VVWRA also uses BBK for special counsel services in the areas of labor and employment, public contracting, litigation and environmental matters among others. VVWRA's uses those services on an "as needed basis" and always has the option to use other firms if we so choose. For certain matters, for instance where there may be a conflict, VVWRA has used firms other than BBK at rates between \$400-\$450. The base rates for BBK senior partners in the special counsel areas have not been increased since 2010 and currently stands at approximately \$345 for senior partners. BBK has indicated that it will be increasing the senior partner special counsel rates to by approximately 4% to \$360 per hour. There is no increase for the rates of junior partners, of counsel, associates or paralegals. Those rates remain the same. There is also no increase in the retainer or general counsel services provided by Piero Dallarda. Those rates are subject to agreement and CPI increases and are not affected by this increase. Staff recommends that the Board of Commissioners approve the proposed increase limited to the special counsel rates of senior partners so that staff can have the choice to use senior partners when necessary for the special counsel work given their greater level of experience, which usually turns into faster turnaround and quick responses.

## **FISCAL IMPACT**

It is hard to measure the overall fiscal impact because it depends on how much we choose to use BBK senior partners in the special counsel areas and the matters involve. The increase for the special counsel billable hour rate for the senior partners would be from \$345 to \$360.



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Darron Poulsen, General Manager  
**DATE:** 2/18/2021

**SUBJECT:** **RECOMMENDATION TO AMEND THE FISCAL YEAR 2020-21 OPERATING BUDGET WITH UNEXPECTED ONE TIME REVENUES TOTALING \$440,000 AND APPROVE USAGE OF UNRESTRICTED CAPITAL CONNECTION FEES TO COVER THE SRF LOAN PAYMENT SHORTCOMING OF \$1,193,922**

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<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 440,000.00</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code: Multiple Accounts</b>	
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager and the Controller to amend the FY 2020-21 Operating Budget with one-time Revenues totaling \$440,000 to fund unforeseen operating needs which include the staff recommended purchases and services detailed in (Exhibit 1).

And

It is recommended that the Board of Commissioners approve the General Manager and the Controller to utilize unrestricted Capital Connection Fees to cover the SRF loan payment shortcoming of \$1,193,922.

**PREVIOUS ACTION(S)**

June 18, 2020 the VVWRA Board of Commissioners approved the FY 2020-21 Budget.

**BACKGROUND INFORMATION**

On October 30, 2020, the VVWRA received the first annual settlement payment from the City of Victorville totaling \$440,000. This unforeseen revenue was not recognized in the approved FY2020-21 Operating Budget. The current Mid-Year budget review reflects a balanced budget to date and expected revenues and expenses are on track to meet fiscal year budgeted needs. Due to unforeseen operating needs the Staff is recommending that the Board approve the usage of these one-time revenues for the purchase of equipment and services detailed in (Exhibit 1).

During the mid-year budget review staff identified a significant shortcoming in the amount of connection fee revenues that the Agency has projected to receive. Some of this shortcoming can be attributed to the withholding of connection fees by the City of Hesperia and another contributing factor could be to the COVID pandemic limiting development fees to the member agencies. At this time the current balance of connection fees and projected to receive are not sufficient to cover the pending SRF loan payment of \$2,133,072. Staff is requesting the Board to approve the General Manager and the Controller to utilize unrestricted Capital Connection Fees to cover the SRF loan payment shortcoming of \$1,193,922. The breakdown and current availability of current Connection Fees is detailed in the following calculations:

Connection Fee Reserve FYE 06/30/21	\$ 8,129,094
Restricted for SRF Loan	(2,133,072)
Restricted for Capital Projects	<u>(2,280,590)</u>
Unrestricted Connection Fee Reserve	<u>\$ 3,715,432</u>
Connection Fee Projection FYE 06/30/21	\$ 939,150 *
SRF Loan Payment	<u>(2,133,072)</u>
Connection Fee shortcoming	<u>(1,193,922)</u>
Unrestricted Connection Fee Reserve	<u>3,715,432</u>
Remaining Unrestricted Connection Fee Reserve available	<u>\$ 2,521,511</u>

\* *Actual connection fee received as of 12/31/2020 is \$469,575.*

**Attachments:**

**Exhibit 1- Proposed Funding Detail for Unforeseen Operating Needs**

# EXHIBIT 1

**Exhibit 1- Proposed Funding Detail for Unforeseen Operating Needs**

<b>Proposed Funding Detail for Unforeseen Operating Needs</b>			
<b>Equipment or Services Needed</b>	<b>Account Number</b>	<b>Amount</b>	<b>Details</b>
Victorville Vactor	01-02-535-6165-9999	\$50,000	Purchase of Surplus Vactor from the City of Victorville, this requires specific Board approval to pay the City of Victorville these funds
Vactor Repair	01-02-535-6165-9999	\$25,000	Funds to make necessary repairs to the Vactor
UV System Cleaning for Testing	01-02-535-6165-9999	\$80,000	Permit required testing requires thorough cleaning of the UV Systems at both Sub-Regional Facilities
UV System Engineer Testing Oversight	01-02-535-6165-9999	\$25,000	The Regional Board requires an Engineer oversee the testing and must supply a confirmed report of completion
Environmental Engineering Services and Other Professional Services	01-02-545-8105-9999	\$50,000	We have a need for further environmental engineering services to help with the Potable water system changes, a review of Pre-Treatment charges and other pending ordinance reviews.
Sub-Regional Janitorial Service	01-54-515-7220-9999 01-55-515-7220-9999	\$10,000	We need to amend the cleaning contract to cover expenses for cleaning the Sub-Regional Facilities that were not budgeted in the current Fiscal Year
Operating Contingency Fund	01-02-535-9010-9999	\$100,000	At the Mid-Year review the current remaining Operating expense budget is at 49%. Because this number is very close, we are asking to add additional dollars to the contingency funds to cover other possible unforeseen expenses.



Administrative Contingency Fund	01-02-515-9010-9999	\$100,000	At the Mid-Year review the current remaining Administrative expense budget is at 49%. Because this number is very close, we are asking to add additional dollars to the contingency funds to cover other possible unforeseen expenses.
<b>Total to be added to the FY 2020-21 Operating Budget</b>		<b>\$440,000</b>	<b>Total of Unforeseen Revenues Collected</b>



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DP*  
**SUBMITTED BY:** Latif Laari, Business Applications Manager *LL*  
**DATE:** 2/18/2020  
**SUBJECT:** **RECOMMENDATION TO AWARD A CONTRACT FOR LANDSCAPING SERVICES TO HIGH DESERT AFFORDABLE LANDSCAPING FOR \$64,770.50**

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 64,770.50</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code:</b>	<b>01-02-535-6065-9999</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to award a landscaping maintenance contract to High Desert Affordable Landscaping for \$ \$64,770.50, pending legal review and approval of the agreement.

**PREVIOUS ACTION(S)**

October 20, 2020 the VVWRA Board of Directors awarded a bid to Lawnmaster to perform landscape maintenance at VVWRA facilities

**BACKGROUND INFORMATION**

On October 20, 2020, VVWRA awarded a bid to Lawnmaster after a request for proposal for the landscaping maintenance of the following locations:

<i>Location</i>	<i>Address</i>
<i>Nanticoke Pump Station</i>	14888 Nanticoke Road Apple Valley, CA 92307
<i>Hesperia Sub Regional Plant</i>	10567 Appaloosa Avenue, Hesperia CA 92345
<i>Apple Valley Sub Regional</i>	21060 Otoe Road, Apple Valley, CA 92307
<i>Hesperia Lift Station</i>	14400 Fresno Street Hesperia, CA 92345
<i>Apple Valley Percolation Ponds</i>	Apple Valley Golf Course

During the legal review of the Lawnmaster agreement, Staff found that the original RFP did not adequately call out the need for prevailing wage services. The Lawnmaster agreement was cancelled, all bidders informed and the request for proposal was subsequently amended and

resubmitted on 1/5/2021. On 1/20/2021, High Desert Affordable Landscaping submitted the lowest and most competitive bid.

The Contractor will furnish all labor, equipment, materials, and supervision to perform landscape maintenance, including but not limited to, weeding and cultivating, maintaining the irrigation system, watering, trimming pruning, mulching, litter, removal, brush clearance, treatment, control of plant diseases, applying herbicides, chemical weed control, clean-up, and debris removal and hardscape maintenance.

Bids have been reviewed for accuracy and compliance with the RFP and Addendums. The bid tabulation sheet is also attached for reference as Exhibit 1. All other bid requirements were evaluated and found to be complete.

The bids received are as follows:

<b>Company</b>	<b>Bid Amount</b>
High Desert Affordable Landscaping	\$ 5,397.54/Month
Andrade Landscaping	\$ 13,188.00/Month

After a thorough review, Staff has identified that this is a local contractor with an excellent reputation and the ability to perform the work of this contract. We recommend to the Board that this contract be awarded to High Desert Affordable Landscaping for the landscape maintenance of five locations pending legal review.

**Attachments:**

**Exhibit 1- Landscaping RFP Bids Evaluation 2021**

# EXHIBIT 1

Landscaping RFP Bids Evaluation 2021

		High Desert Affordable Landscaping 8922 I Avenue Hesperia, California 92345					Andrade Landscaping 2024 E Cherry Hill Court Ontario, CA 91761						
Location	Address	Visits Frequency	Monthly Cost	Fee Proposal	Project Understanding	Qualifications & Experience	Staffing Resources	Visits Frequency	Monthly Cost	Fee Proposal	Project Understanding	Qualifications & Experience	Staffing Resources
Nanticoke Pump Station	14888 Nanticoke Road Apple Valley, CA 92307	Weekly	\$ 675.00					Monthly	\$ 385.00				
Hesperia Sub Regional Plant	10567 Appaloosa Avenue, Hesperia CA 92345	Weekly	\$ 1,685.00					Weekly	\$ 2,810.00				
Apple Valley Sub Regional Plant	21060 Otoe Road, Apple Valley, CA 92307	Weekly	\$ 550.00					Weekly	\$ 2,183.00				
Hesperia Lift Station	14400 Fresno Street Hesperia, CA 92345	Bi-Weekly	\$ 250.00					Bi-Weekly	\$ 495.00				
Apple Valley Percolation Ponds	Apple Valley Golf Course	Weekly	\$ 1,874.00	35%	20%	25%	10%	Weekly	\$ 7,315.00	20%	15%	25%	10%
			\$ 5,034.00			90%			\$ 13,188.00			70%	
		Annual Visits all Locations	\$ 4,362.50					Annual Visits all Locations	All Inclusive				
		<b>Total</b>	<b>\$ 64,770.50</b>					<b>Total</b>	<b>\$ 158,256.00</b>				



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners

**FROM:** Darron Poulsen, General Manager *[Signature]*

**SUBMITTED BY:** Brad Adams, Plant Superintendent *[Signature]*

**DATE:** February 1, 2021

**SUBJECT:** **RECOMMENDATION TO APPROVE PURCHASE OF A SPIRAL HEAT EXCHANGER AND HOT WATER PUMP FROM SADDLEBACK ENVIRONMENTAL IN THE AMOUNT OF \$68,715.**

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<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 68,715.00</b>
<input type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Codes:</b>	<b>01-02-535-9000-R143</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/Approved</b>	

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to award the purchase of a spiral heat exchanger and hot water pump from Saddleback Environmental in the amount of \$68, 715.

**PREVIOUS ACTION(S)**

On June 18, 2020, the Board of Commissioners approved year 2020-2021 fiscal budget. The funds for this request reside in GL Code 01-02-535-9000-R-143 CIP Budget.

**BACKGROUND INFORMATION**

Operations and Maintenance staff rehabilitated DAFT #3 and placed the unit in service to thicken primary sludge before digestion. This has yielded large gains in digester detention time, drying bed capacity, from lowering the total amount of digestate, and wear and tear on equipment that would be cycling more often to pump thinner material. Unfortunately, this float being exposed to the elements is susceptible to freezing, rendering it un-pumpable. The heat exchanger and corresponding pump will transfer heat from the existing hot water loop to heat the thickened primary sludge created in DAFT #3. This will keep the sludge from freezing and will lower the energy needed to heat the digesters by pre-heating the sludge.

Requests for bids were sent out to several preferred vendors. We received quotes from only two companies, due to this item being specialized made to order equipment. Because the minimum of three quotes were not obtained. The VVWRA purchasing policy section VII part H. Exclusions grants the board authority to deviate from the policy and award the purchase of this equipment to Saddleback Environmental. Details on the bid process and the determination to award this bid can be found in Exhibit 1 of this report. The low bid was not considered viable due the delivery time of the equipment was over 6 months out.

At this time staff is seeking approval from the Board to approve \$68,715.00 to Saddleback Environmental for the purchase of a spiral heat exchanger and hot water pump.

**Attachments**

**Exhibit 1) Vendor Quotes and Result Worksheet**



# EXHIBIT 1



**Saddleback Environmental**

Water & Wastewater Treatment Specialists

[www.saddlebackenviro.com](http://www.saddlebackenviro.com)

January 26, 2021

**To: Victor Valley WRA**

**Attn: Mario Leos**

**Project: Heat Exchanger Replacement**

**Owner: Victor Valley WRA**

**Bids: 01/26/2021**

We are pleased to offer the following equipment subject to the detailed description and terms and conditions set forth in the attached manufacturers' detailed proposals.

**Item 1**

**Manufacturer: Gooch Thermal**

**One(1) Spiral Heat Exchanger as outlined in attached proposal**

**PRICE: \$60,000.00**

**Item 2**

**Manufacturer: Bell & Gossett**

**Centrifugal pumps, required valves and accessories called out, and technologic VFDs as outlined in attached proposal**

**PRICE: \$8,715.00**

Thank you for considering our proposal. Should there be any questions, please do not hesitate to contact me.

Steven Seymour  
Saddleback Environmental  
949-291-0555



Page 2 of 2

### SCOPE OF SUPPLY

Quantity:	One (1) Spiral Heat Exchanger
Spiral Model:	Type 1-DO
Mounting:	Horizontally mounted
Unit Area:	65 ft <sup>2</sup>
Width:	11"
Channel Closure:	Hot side - welded closed / cold side - alternate channels welded.
MOC - spiral plate:	PVQ Carbon Steel
MOC - covers:	SA-516-70N I
MOC - cover bolting:	1-1/8" x 8UN clambolts; SA193-B7 bolts & SA194, 2H nuts; zinc plated
MOC - cover gaskets:	Non-asbestos compressed fiber sheet, Klingersil C4401 or equal
MOC - non-welded:	Carbon steel
Connections In/Out:	HS: 4" / 4" CS: 6" / 6"
Flange standard:	As per drawing provided
Design Pressure:	50 psi
Design Temperature:	200 °F
Design Code:	Pressure parts according to ASME VIII-1, with U-stamp & NB
Welding & Fab:	Per ASME Code Sect. IX
Surface Prep:	Blast & paint according to Gooch standard paint system

**Price for one (1):**

**USD \$**

**FOB US FACTORY  
Whitehall, PA**

**SHIPMENT EX WORKS:** 4 weeks after drawing approval & release to proceed with fabrication  
(If seismic calculations are required, lead time will increase ~ 3-4 weeks.)

**FREIGHT:** Pre Pay & Add

**SUBMITTALS:** Approval GAD & BOM 1 week ARO

**PAYMENT TERMS:** 30% upon approval of GA drawing  
70% upon shipment.  
All invoices due Net 30 days.

This offer is subject to our attached general terms & conditions.


**Gooch Thermal Systems, Inc.**

4631 S. Church Street  
 Whitehall, PA 18052 USA  
 +1 484-240-1288  
 info@goochthermal.com  
 www.goochthermal.com

**DESIGN DATA SHEET**

GOOCH THERMAL SYSTEMS, INC.  
 SPIRAL HEAT EXCHANGER  
 SPECIFICATION SHEET

DATE: 2021-01-26  
 ITEM No: DAFT Heater  
 TYPE: 1-DO

CUSTOMER: Victor Valley Wastewater Reclamation Authority  
 PLANT LOCATION: Victorville, CA GTS REF: I-3847  
 SERVICE: DAFT Heater: 3 HOURS

Number of units connected in parallel/series 1/1

**DUTY REQUIREMENTS - DAF Heater**

		HOT SIDE	COLD SIDE
		Water	DAFT
Fluid Name			
Batch Size	GAL		30,000 GAL
Initial Temperature	F	180.0	32.0
Final Temperature	F		72.0
Batch Cycle Time	HRS		3.3
Flow Rate	GPM	150.0	150.0
Pressure drop (Calc)	PSI	5.0	5.0

**PHYSICAL PROPERTIES**

	In/Out	LB/FT <sup>3</sup>		
Density		60.60/61.00		62.06/62.40
Heat Capacity	In/Out	BTU/LB,F	1.000/0.998	1.008/1.004
Viscosity	In/Out	cP	0.344/0.399	1.778/1.256
Thermal Cond.	In/Out	BTU/FT,R,F	0.388/0.383	0.330/0.341

**PERFORMANCE DATA**

Initial Heat Load @ start	kBTU/H	1566.0
Initial LMTD @start	F	127.2
Flow direction		Countercurrent

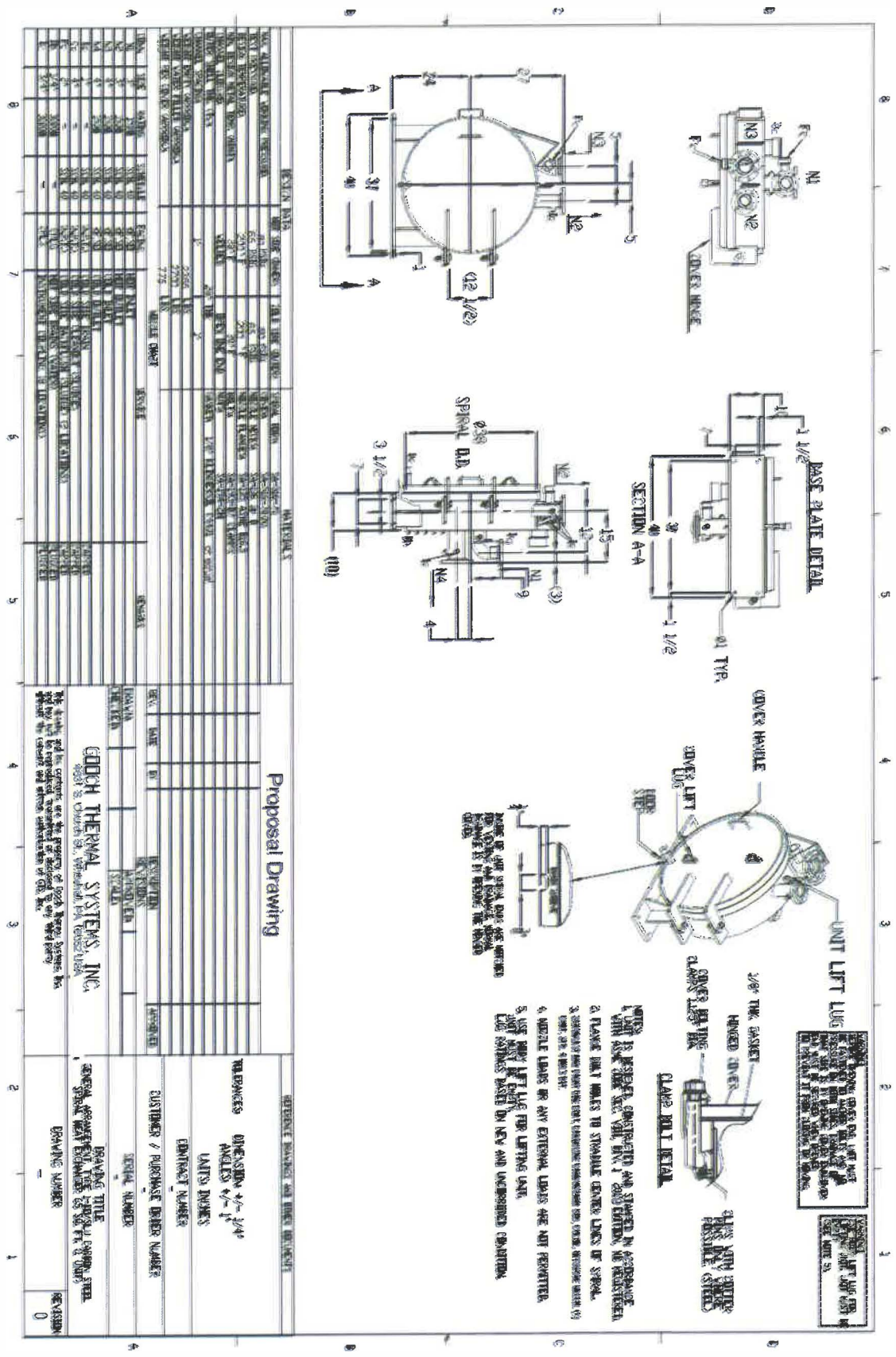
**CONSTRUCTION DATA**

Channel Width	IN	11.0
Outer Diameter	IN	40.0
Plate Material		PVQ carbon steel
Unit Surface Area	FT <sup>2</sup>	65.0
Channel Spacing	IN	1.0
Channel Closure		closed-closed open-open
Design Pressure	PSIG	50.0
Design Temperature	F	200.0
Connection Size	IN	3.0/3.0 4.0/4.0

**ADDITIONAL DATA**

Pressure Vessel Design Code ASME VIII-I, Latest Edition

Performance is conditional on the accuracy of customers data and ability to supply heat exchanger and fluids in conformity the rewith. The technical information provided herein is proprietary. Do not copy, reproduce, or disclose to a third party without expressed written authorization from Gooch Thermal Systems, Inc. located at the address above. Web: [www.goochthermal.com](http://www.goochthermal.com)







Gooch Thermal Systems, Inc.

4631 S. Church Street  
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+1 484-240-1288  
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www.goochthermal.com

## STANDARD TERMS AND CONDITIONS OF SALE

### GENERAL:

This offer to sell is expressly conditioned on Purchaser's acceptance of all terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction whether such documents are exchanged simultaneously with this offer or prior or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein.

All price and delivery quotations shall expire thirty (30) days from date thereof and in the meantime may be changed or withdrawn at any time. The beneficiary named on any purchase order or similar form furnished by Purchaser should be "Gooch Thermal Systems, Inc." c/o the name and address of the local sales office through which Purchaser's order is placed.

### CANCELLATION:

In the event of cancellation, Purchaser shall pay Seller for all engineering, purchasing, materials, and fabrication costs incurred prior to date of cancellation.

### TERMS OF PAYMENT:

Unless otherwise specified, the equipment offered herein is quoted ex works Seller's plant. The terms of payment are quoted in U.S. Funds, payable net 30 days after date material is shipped or is reported ready for shipment. These terms are applicable to partial as well as complete shipments. A 1.5% Service Charge per month will be applicable and added to any outstanding balances past 30 days. If applicable, progress payments will be stated in proposal. When in the opinion of Seller the financial condition of Purchaser renders it appropriate, Seller may require cash payments or satisfactory security before shipment.

### WARRANTY AND LIABILITY LIMITATION:

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES OF SELLER EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND / OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, ARE HEREBY EXCLUDED:

Seller, except as otherwise provided, hereby warrants that the exchanger and the operation thereof shall conform to the description and specifications contained or referred to in this Proposal, provided the exchanger is properly installed, operated and maintained. Purchaser is responsible for ascertaining that the exchanger is operated according to design conditions specified, and the fluids to be processed conform to the physical property data specified. Seller further warrants that the exchanger and all parts thereof shall be free from (1) defects in material and workmanship; and (2) defects due to design (other than those specified by Buyer) for a period of 12 months after the exchanger is placed in operation, not to exceed 18 months from date of shipment.

Seller assumes no responsibility for deterioration or failure of equipment due to corrosion, erosion, normal wear and tear or flow induced vibration, or for fouling, maintenance problems or any other causes not specifically covered under the foregoing warranty. This specification and selection of materials of

construction suitable for a specific process or purpose is the sole responsibility of Purchaser.

Seller agrees to repair or replace parts proven defective within the guarantee period. Seller must be given the opportunity to make repairs or replacements before any back charges will be accepted. Repairs and replacements from our works will be f.o.b. our US-based plant. No back charges will be honored without Seller's advance approval of the work to be performed.

Seller shall not be held liable for any special, indirect or consequential damage. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this transaction, or the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any equipment covered or furnished hereunder shall in no case exceed the price paid by Purchaser for the equipment.

### EXTERIOR SURFACES:

When the exchanger is painted with a primer coat or similar painting on its exterior surfaces, such coating is for temporary protection. Seller is not responsible for its deterioration.

### TAXES:

Purchaser shall pay any local, county, state or federal sales or use taxes (incl. GST in Canada and VAT in European countries) imposed on the sale. The Purchaser's tax-exempt number must appear on all purchase orders. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser.

### SHIPPING:

In the absence of specific written shipping or routing instructions from the Purchaser, the Seller may select method of shipment and routing. Cost of prepaid shipments will be substantiated by non-receipted copies of freight bill.

### PROCUREMENT AND FABRICATION START:

Unless Purchaser has specifically instructed otherwise, Seller will proceed with procurement activities and fabrication start only after receipt of a written purchase order from Purchaser and resolution of all commercial and technical issues relating to the scope of supply. If approval of review drawings and similar submittals are required by Purchaser, Seller will proceed with procurement activities only after receipt of a full set of approved drawings and documents clearly marked as "Approved with Full Release to Purchase Materials" and / or "Approved with Full Release to Fabricate".

### DELIVERY:

Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable or causes beyond Seller's control. These causes may include failure of our vendors to deliver materials, Acts of God, such as storms, floods and earthquakes, as well as government priorities, wars, riots, fire, strikes, and other similar force majeure causes.

### APPLICABLE LAW:

The validity, performance and construction of any agreement between Purchaser and Seller shall be governed by the laws of the State of New Jersey, USA.

March 2009/rev.4

Secretary@hddleincanviro.com

Quotation No. 2021-1-26-BAS

490 Ledge Row  
Foothills CA 92024

Quote Date: 1/26/2021

Phone: 760-304-4324  
Cell: 949-291-0555

Date: 1/26/2021 11:06:50 AM  
Terms: Net 30

Freight: Full Freight Allowed  
Job: Victor Valley

TO: Victor Valley WRA  
ATTN: Darin Lee

Engineer: None Selected

We are glad to offer the following quote for the equipment listed herein subject to the engineer's/lead user's approval and acceptance of the following terms & conditions:

- It is mutually agreed that the terms and conditions contained herein constitute the entire agreement between Suddhank Environmental and the buyer; that no verbal understandings shall be recognized. No addition, different or revised terms and conditions shall become part of this agreement unless expressly agreed to by Suddhank, in writing.
- This quotation is valid for 30 days from the listed quote date and is subject to change without notice. Suddhank Environmental reserves the right to adjust quoting based on material price changes or price increases 30 days after the listed date.
- Shipping terms are FOB origin, freight prepaid, unless stated otherwise. The buyer agrees to inspect all shipments of goods in accordance with the agreement upon receipt thereof and to report immediately any damage or shortage to Suddhank Environmental and to delivery carrier. Buyer also agrees to file claims for any damage or shortage with the carrier.
- Quantities listed are not guaranteed and should be verified. Prices will be adjusted accordingly if quantities are incorrect.
- Standard manufacturer's warranty applies to all items unless specifically indicated otherwise. All warranties and/or equipment furnished under this Purchase Order shall be guaranteed by the firm from design or manufacturing defects (Suddhank Environmental does NOT warrant or guarantee overall system design or materials not specifically provided by Suddhank) for a period of one year from the date of shipment.
- All orders/orders are subject to Suddhank Environmental acceptance of these standard terms and conditions. Suddhank Environmental does not assume responsibility for costs incurred by the buyer due to failure of the Suddhank Environmental to deliver as scheduled. All shipping schedules are contingent upon strikes, shortages of materials, workweek delays by carriers, or causes which are unavoidable or beyond the control of the Suddhank Environmental.
- Prices shown herein do not include sales tax. All applicable sales taxes shall be paid by others.
- Spent parts are not included unless specifically listed by description or part number.
- Pumps listed herein are assembled from OI, recognized components. Pumps do not include OI testing or testing by any other third party testing agency. If required, all fees for third party testing shall be paid by others.

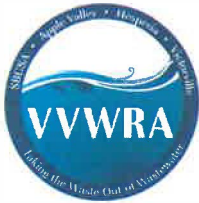
Thank you for your understanding, we appreciate your business.

Qty.	Description & Tag	Net Price	Total Net
	<b>(ESTIMATED DELIVERY 5-6 WEEKS)</b>		
	<b>CENTRIFUGAL PUMPS</b>	<b>Est.</b>	
	Tag: HHWP-1 150GPM B&G Base Mounted Pump Series e-15110, Model 2 BD, SS, 5 HP, 1800 RPM, 184T Frame, with 7.625" Impeller, STD- Buna/Carbon/Ceramic/SS/Bronze Seal, WEG Motor, TEFC.		
1			

	NEMA Premium w/Shaft Grounding Rings, Inverter Duty, 230/460/3/60 Motor, 150 GPM, 50 FT TDH Wt.: 269lbs ea.
	Tag: For HHWP-1
1	B&G_132160 - B&G 3DS-3B BALANCED Type Triple Duty Valve Straight Pattern 3 IN. Wt.: 32lbs ea.
	Tag: For HHWP-1
1	BLM03EDINC03 - METRAFLINK 3 INCH LUG BUTTERFLY VALVE 10 POS/LEVER Wt.: 16lbs ea.
	Tag: For HHWP-1
1	LPD0300 - METRAFLEX LPD0300 LOW PRESSURE DROP 3 INCH Y TYPE STRAINER - 125# - CAST IRON FLANGED - STAINLESS STEEL SCREEN Wt.: 50lbs ea.
	Tag: For HHWP-1
1	MMCC0300 - METRA-MINI FLEX 3 INCH Wt.: 14lbs ea.
	Tag: For HHWP-1
1	RMF0302 - METRAFLEX CONCENTRIC REDUCING 3 INCH X 2 INCH Wt.: 17lbs ea.
	Tag: For HHWP-1
2	P4598L04 - MILJOCO P4598L 4.5 INCH SS CASE GAUGE Wt.: 0.5lbs ea.
	Tag: For HHWP-1
2	1100-25-B - MILJOCO 1/4 INCH BRASS NEEDLE VALVE Wt.: 0lbs ea.



1	Tag: For HHWP-1 BG_P2003921 - B&G VFD, 5HP, 460 VOLT, 3PH, IP55 NEMA 3R w BACKPL, DISC & FUSE, ADV Wt.: 0lbs ea.	
2	Tag: Start-up for VFD FIELD LABOR - SADDLEBACK SERVICE FIELD LABOR - VFD START-UP Wt.: 0lbs ea.	
<b>Total</b>		<b><u>SEE SCOPE</u></b>



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DP*  
**SUBMITTED BY:** Brad Adams, Plant Superintendent *BA*  
**DATE:** 2/4/2021

**SUBJECT: RECOMMENDATION TO AWARD A CONTRACT FOR THE REPLACEMENT OF FLOORING IN THE O&M BUILDING TO DESERT FLOORING FOR \$39,952.72**

---

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 39,952.72</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code: 01-02-535-6060-9999</b>	
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

---

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to award a contract to Desert Flooring for \$36,320.72, plus a 10% contingency of \$3,632.00, to cover unforeseen expenses, totaling \$39,952.72, pending legal review and approval of the agreement.

**PREVIOUS ACTION(S)**

On June 18, 2020, the Board of Commissioners approved year 2020-2021 fiscal budget. The funds for this request reside in GL Code 01-02-535-6060-9999 operations budget.

**BACKGROUND INFORMATION**

On January 11, 2020 VVWRA contacted local flooring contractors and requested quotes to replace worn floors in the operations and maintenance building. Two (2) companies Desert Flooring, and Lyon’s Floor Covering and Blinds, walked the job, recommended materials, and submitted quotes. Quality Floors for Less was not interested in taking on this job because of limited staff due to the COVID-19 pandemic.

Quotes were reviewed to determine best value and quality. Staff identified that Desert Flooring is a local contractor with an excellent reputation and the ability to perform the work outlined in the quote. Because the minimum of three (3) quotes were not obtained. The VVWRA procurement policy section VII part H. Exclusions grants the board authority to award this job.

At this time staff is seeking approval from the Board to approve \$39,952.72 to Desert Flooring for replacement of the O&M building flooring.

**Attachments:**  
**Exhibit 1- Quotes and Comparison Sheet**

# EXHIBIT 1


**Victor Valley Wastewater Reclamation Authority  
Quotation Comparison**

			Vendor #1				Vendor #2				Vendor #3			
			Name Desert Flooring				Name Lyon's Floor Covering & Blinds				Name Quality Floors for Less			
			Contact John				Contact Jeremy				Contact Arial			
			Telephone 760-241-3150				Telephone 760-957-8729				Telephone 760-963-9687			
Item	Description	Qty	Per Unit	Total	+T	+Fr	Per Unit	Total	+Tax	+Fr	Per Unit	Total	+Tax	+Fr
1	O&M Rehab New Flooring	1	36320.75	36320.75	N	N	51760	51760	N	N			N	N
2					N	N			N	N			N	N
3					N	N			N	N			N	N
4					N	N			N	N			N	N
5					N	N			N	N			N	N
6					N	N			N	N			N	N
7					N	N			N	N			N	N
Plus Sales Tax													NO	
Plus Shipping/Freight													RESPO	
<b>Total</b>				36320.75				51760					NSE	





**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager   
**SUBMITTED BY:** Darron Poulsen, General Manager  
**DATE:** 2/18/2021  
**SUBJECT:** **RECOMMENDATION TO GRANT AN EASEMENT AGREEMENT TO SPECTRUM PACIFIC WEST LLC**

---

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 0</b>
<input type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Code: N/A</b>	
		<input type="checkbox"/>	<b>Funds Budgeted/ Approved:</b>	

---

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners authorize the General Manager to execute a Grant of Easement document provided by Spectrum Pacific West LLC, pending Legal review and approval of the agreement.

**PREVIOUS ACTION(S)**

September 19, 2019 the VVWRA Board of Commissioners authorized the Interim General Manager to sign a Grant of Easement document provided by the High Desert Solar, LLC

**BACKGROUND INFORMATION**

In September of 2019 the VVWRA Board approved a Grant of Easement for the High Desert Solar Project. That easement allows the High Desert Solar Project the ability to construct and maintain high voltage electric lines through VVWRA property for the purpose of connecting the new solar project to the electric grid. This project is now under construction. As part of the project the operator of the High Desert Solar project requires an internet connection to their facility. In order to provide that connection, the High Desert Solar team has asked that VVWRA work with Spectrum Pacific West LLC to allow an easement for the installation of poles on the southern VVWRA property line to allow for a new Spectrum service to be ran to the new High Desert Solar Power poles. Details on the location of the poles and the requirements to operate the new service are in the Grant of Easement Agreement attached as Exhibit 1.

Staff recommends that the Board of Commissioners authorize the General Manager to execute a Grant of Easement document provided by Spectrum Pacific West LLC. The location of this easement does not interfere with any VVWRA operations.

**Attachments:**

**Exhibit 1- Spectrum Pacific West LLC Lease Agreement**

**Exhibit 1**

# EXHIBIT 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
 Charter Communications  
 10450 Pacific Center Ct  
 San Diego, CA 92121

Attn: Area Vice President, Field Operations

### GRANT OF EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** is entered into as of \_\_\_\_\_, 2021, by and between Victor Valley Wastewater Reclamation Authority ("Grantor"), and SPECTRUM PACIFIC WEST, LLC ("Operator").

#### **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **GRANT OF EASEMENT** Grantor hereby grants to Operator, its successors and assigns, an irrevocable, non-exclusive unrestricted easement within the Easement Area to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The easement shall include the right of ingress and egress to the Property (as defined in Section 2) as necessary for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities with the Easement Area during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Operator shall exercise its rights under the easement in such a manner as to not interfere with the operations of Grantor or any lessee of Grantor that is occupying the Property. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement. A portion of the Property is subject to a long term lease between Grantor and Arakelian Enterprises, Inc. Operator will not remove underground cables or underground lines during the term of the Easement Agreement or at the expiration of the Easement Agreement.
2. **PROPERTY.** Grantor's property (the "Property") is situated in the City of Victorville, County of San Bernardino, State of California (the "Community"), with an Assessor's Parcel Number APN# 0468-111-13-0000 and Assessor's Parcel Number APN# 0468-111-15-0000. A legal description of the Property in which the easement has been granted is set forth on **Exhibit A**, which is attached hereto and by reference made a part hereof. The area of the Property that is subject to the easement as depicted on the drawings that are attached to Exhibit A constitute the "Easement Area".
3. **REPAIR; INDEMNITY.** Operator shall repair or replace, as applicable, to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is



altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement. Operator acknowledges that there is currently a perimeter security fence within the Easement Area that will remain in place. Operator will indemnify, defend and hold harmless Grantor, its elected officials, employees, lessee's, invitees, successors and assigns, from any claim involving property damage, personal injury or wrongful death as a result of the negligent acts or willful misconduct of Operator or its contractors within the Property.

4. **ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities excluding the underground cables or underground lines from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.

6. **NON-INTERFERENCE.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities. Grantor is not responsible for any damage to the Facilities as a result of birds congregating in the area and along power lines as a result of the composting operations conducted within the vicinity of the Project.

7. **BINDING.** The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:  
 VVWRA,  
 20111 Shay Rd,  
 Victorville CA 92394  
 Attn Latif Laari

(ii) If to Operator:

Charter Communications  
10450 Pacific Center Ct  
San Diego, CA 92121  
Attn: Area Vice President, Field Operations

*With a copy to:* Charter Communications  
12405 Powerscourt Drive  
St. Louis, Missouri 63131  
Attn: Legal Operations

**10. FURTHER DOCUMENTS.** Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

**IN WITNESS WHEREOF,** the parties have executed this Easement Agreement as of the date first written above.

**GRANTOR:**  
Victor Valley Wastewater Reclamation Authority

**OPERATOR:**  
**SPECTRUM PACIFIC WEST, LLC**  
By: Charter Communications, Inc., Its Manager

By: \_\_\_\_\_  
Name: Darron Poulsen  
Title: \_\_\_\_\_  
Date:

By: \_\_\_\_\_  
Name: Ben F. Gilmour, III  
Title: Area Vice President, Field Operations  
Date:

**ACKNOWLEDGEMENT OF GRANTOR**

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name(s) of person(s)).

\_\_\_\_\_  
(Signature of notarial officer)  
(Seal, if any)

**ACKNOWLEDGEMENT OF OPERATOR**

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name(s) of person(s)) as \_\_\_\_\_ (type  
of authority, e.g., officer, trustee, etc.) of Spectrum Pacific West, LLC.

\_\_\_\_\_  
(Signature of notarial officer)  
(Seal, if any)

**EXHIBIT A**

Attached to and Forming a Part of  
Easement Agreement  
between

Victor Valley Wastewater Reclamation Authority, as Grantor  
And  
Spectrum Pacific West, LLC, as Operator

**Legal Description**

APN# 0468-111-13-0000

*PTN N 1/2 W 1/2 E 1/2 SEC 13 TP 6N R 5W LYING WLY OF FLOOD CONTROL AS CONVEYED 10-26-78 BK 9547 PG 1444 EX PTN NE 1/4 SEC 13 TP 6N R 5W BEG NE COR SD SEC 13 S 88 DEG 36 MIN 19 SECONDS W 2055.58 FT TH S 8 DEG 24 MIN 39 SECONDS E 708.74 FT TO THE TRUE POB TH W 536.50 FT TH S 11.00 FT TH S 59 DEG 24 MIN 00 SECONDS E 432.19 FT TH E 198.66 FT TH N 8 DEG 24 MIN 39 SECONDS W 233.51 FT TO THE TRUE POB CONTAINING 2 AC M/L*

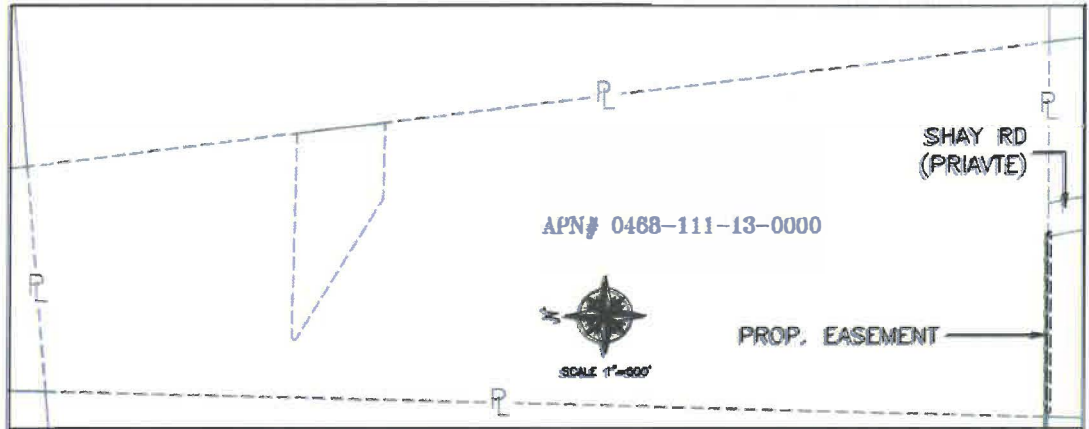
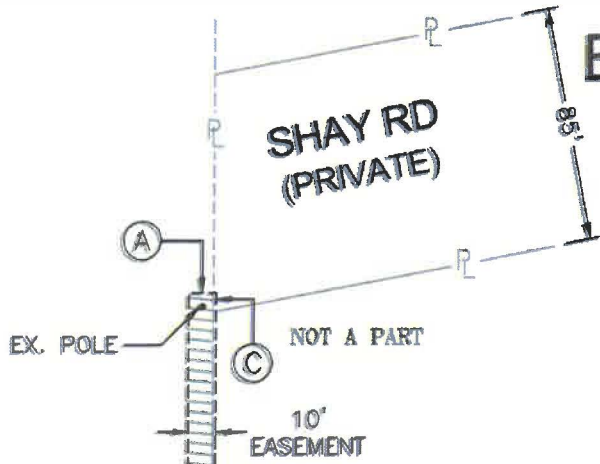
APN# 0468-111-15-0000

*EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 6 NORTH, RANGE 5 WEST EX THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARY: BEGINNING AT A 6-INCH BY 6-INCH CONCRETE POST WITH A BRASS DISK STAMPED "R.C. CO. PROP. COR. CENTER SEC LS 2851" SET FOR THE CENTER OF SAID SECTION 13 PER THAT RECORD OF SURVEY FILED IN BOOK 13 OF RECORDS OF SURVEY AT PAGES 45 THROUGH 48, OF THE RECORDS OF SAID COUNTY OF SAN BERNARDINO AND AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 138 OF RECORDS OF SURVEY AT PAGES 89 THROUGH 101 OF SAID RECORDS; THENCE FROM THE POINT OF BEGINNING SOUTH 88 DEGREES 49 MINUTES 37 SECONDS WEST A DISTANCE OF 1,222.96 FEET ALONG A STRAIGHT LINE CONNECTING SAID BRASS DISK WITH A 2-INCH IRON PIPE WITH A 2-INCH BRASS CAP STAMPED SB. CO. SURV. 1973 T6N R5W 1/4 S14 S13", MARKING THE WEST QUARTER CORNER OF SAID SECTION 13, AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 138 AT PAGES 89 THROUGH 101 OF RECORDS OF SURVEY; THENCE NORTH 01 DEGREES 10 MINUTES 23 SECONDS WEST AT A RIGHT ANGLE TO SAID STRAIGHT LINE A DISTANCE OF 420.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING ALONG THE FOLLOWING COURSES: COURSE 1. THENCE SOUTH 85 DEGREES 32 MINUTES 43 SECONDS WEST 73.38 FEET; COURSE 2. THENCE NORTH 70 DEGREES 47 MINUTES 24 SECONDS WEST 94.03 FEET; COURSE 3. THENCE NORTH 30 DEGREES 31 MINUTES 14 SECONDS WEST 66.62 FEET; COURSE 4. THENCE NORTH 27 DEGREES 50 MINUTES 42 SECONDS WEST 258.13 FEET; COURSE 5. THENCE NORTH 26 DEGREES 45 MINUTES 51 SECONDS WEST 261.97 FEET; COURSE 6. THENCE NORTH 14 DEGREES 36 MINUTES 53 SECONDS WEST 85.77 FEET; COURSE 7. THENCE NORTH 09 DEGREES 34 MINUTES 17 SECONDS WEST 356.80 FEET; COURSE 8. THENCE NORTH 07 DEGREES 06 MINUTES 02 SECONDS WEST 97.22 FEET; COURSE 9. THENCE NORTH 06 DEGREES 13 MINUTES 01*

SECONDS EAST 28.31 FEET; COURSE 10. THENCE NORTH 30 DEGREES 43 MINUTES 31  
SECONDS EAST 29.56 FEET; COURSE 11. THENCE NORTH 45 DEGREES 51 MINUTES 54  
SECONDS EAST 38.67 FEET; COURSE 12. THENCE NORTH 54 DEGREES 47 MINUTES 07  
SECONDS EAST 159.63 FEET; COURSE 13. THENCE NORTH 66 DEGREES 50 MINUTES 43  
SECONDS EAST 55.83 FEET; COURSE 14. THENCE SOUTH 24 DEGREES 45 MINUTES 24  
SECONDS EAST 53.49 FEET; COURSE 15. THENCE SOUTH 00 DEGREES 01 MINUTES 01  
SECONDS WEST 577.78 FEET; COURSE 16. THENCE SOUTH 45 DEGREES 07 MINUTES 18  
SECONDS EAST 64.20 FEET; COURSE 17. THENCE SOUTH 89 DEGREES 42 MINUTES 51  
SECONDS EAST 191.86 FEET; COURSE 18. THENCE SOUTH 50 DEGREES 19 MINUTES 21  
SECONDS EAST 55.71 FEET; COURSE 19. THENCE SOUTH 00 DEGREES 17 MINUTES 15  
SECONDS WEST 562.39 TO THE TRUE POINT OF BEGINNING [Attach Map when available]

[Attach Map when available]

# EXHIBIT "A"



476.241'  
S 88° 33' 43" W  
470.000'

APN# 0468-111-13-0000

DIMENSIONS		
	LENGTH	ANGLE
A	10.000'	S 1° 26' 17" E
B	10.003'	S
C	6.492'	N 88° 33' 43" E

**EASEMENT NOTE:**

AN EASEMENT FOR PUBLIC CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SPECTRUM PACIFIC WEST LLC.



SCALE 1"=70'

PROPERTY LINE

NOT A PART

NOT A PART

(B)

NOT A PART

**LEGEND**

- REF. EXIST. TELEPHONE POLE
- PROP. EASEMENT
- EXIST. PROPERTY LINE
- EXIST. SUBJECT PROPERTY LINE

REFERENCE PARCEL MAP NO. 0468-11

REFERENCE PROJECT: PID# 2381783

**Spectrum**  
7337 CENTRAL AVE  
RIVERSIDE, CA 92504

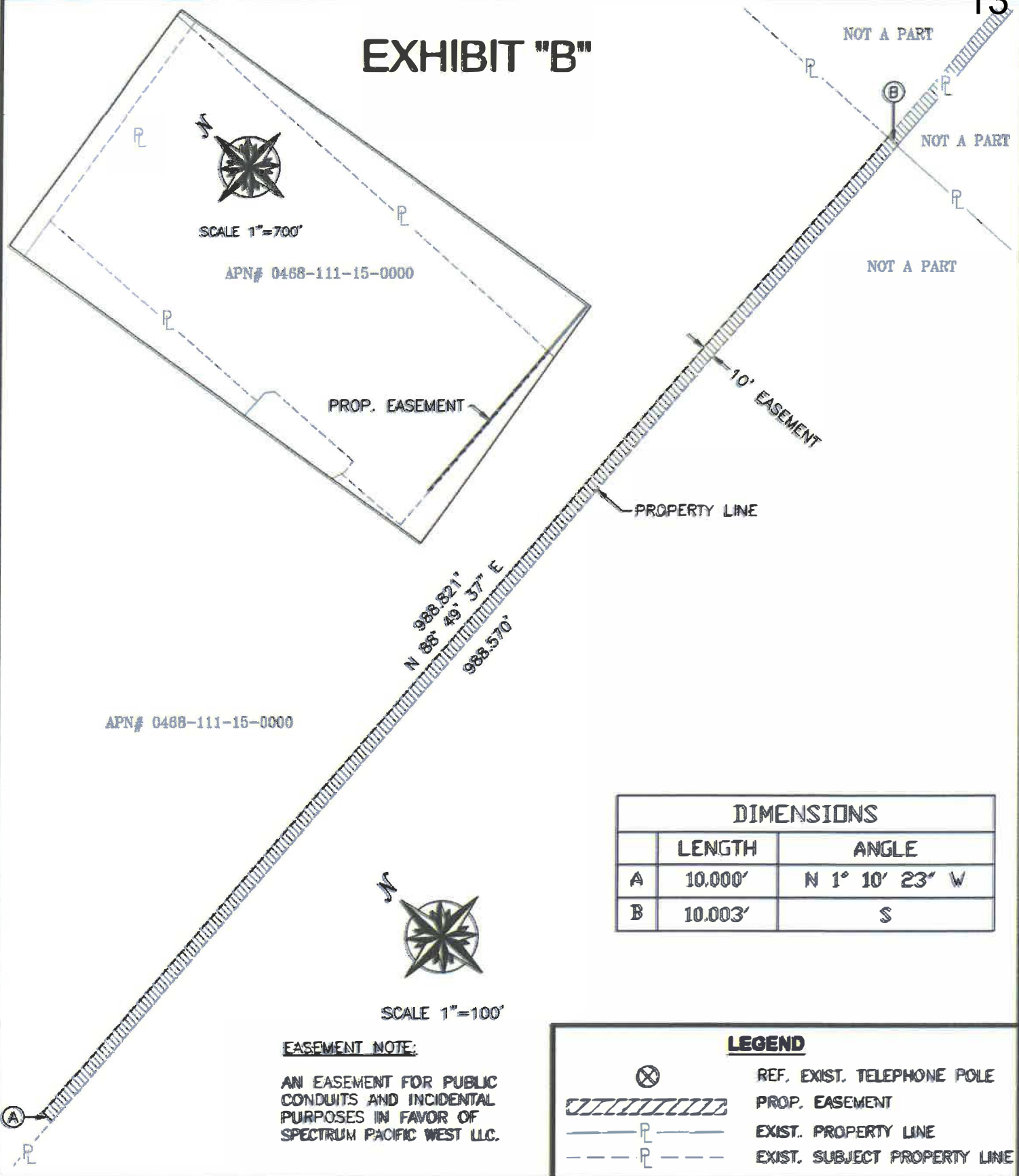


1373 OLD TEMESCAL RD., CORONA, CA 92881  
TEL: 951.277.0800 FAX: 951.277.5300

PROJECT ADDRESS:  
20904 HELENDAL RD  
ADELANTO, CA 92301

EASEMENT - EXHIBIT "A"

# EXHIBIT "B"



DIMENSIONS		
	LENGTH	ANGLE
A	10.000'	N 1° 10' 23" W
B	10.003'	S

**EASEMENT NOTE:**

AN EASEMENT FOR PUBLIC CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SPECTRUM PACIFIC WEST LLC.

LEGEND	
	REF. EXIST. TELEPHONE POLE
	PROP. EASEMENT
	EXIST. PROPERTY LINE
	EXIST. SUBJECT PROPERTY LINE

REFERENCE PARCEL MAP NO. 0468-11

REFERENCE PROJECT: PID# 2381783

**Charter Spectrum**  
7337 CENTRAL AVE  
RIVERSIDE, CA 92504



1373 OLD TEMESCAL RD., CORONA, CA 92881  
TEL: 951.277.0800 FAX: 951.277.0300

PROJECT ADDRESS:  
20904 HELENDAL RD  
ADELANTO, CA 92301

EASEMENT - EXHIBIT "B"

# ***Victor Valley Wastewater Reclamation Authority***



## ***Financial and Cash Reports***

***January 2021***



## Executive Summary of Financial Statements

## For the Month Ended January 31, 2021

1. Cash balance at January 31, 2021 is \$18.05 million with reserves required for operations. The agreements with State Water Resources Control Board require we maintain the loan principal and interest payment amount for the following year.

	<u>Current Balance</u>
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,484,939
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,978,402
Reserve for SRF Payments (P&I) - Operating	2,749,736
Reserve for SRF Payments (P&I) - Capital	2,133,074
Cash Available for Operations and Capital	<u>8,702,271</u>
Total Cash	<u>\$ 18,048,422</u>

2. The January 2021 financial statements show a deficit of \$260,799 (a cumulative year-to-date surplus of \$149,449) to reflect \$1.02 million (cumulative \$7.12 million) depreciation expense. The depreciation expense is a part of financial statements but does not affect our cash flow.
3. The current month user fee revenue is higher than a budgeted average monthly amount by \$73,487. The connection fee revenue received during the current month is also higher than a budgeted average monthly amount by \$9,514. However, the year-to-date connection fee revenue is only \$674,048 that is 28.8% of the budgeted \$2,339,500 for the year ending June 30, 2021. The expenses are what the staff processed during the month that may not match corresponding revenues. The staff will record matching expenses at a year-end by accruing incurred costs.



Chieko Keagy, Controller

Victor Valley Wastewater Reclamation Authority  
**CASH AND RESERVE SUMMARY**  
 January 31, 2021

G/L Account	Description	Balance
1000	DCB Checking Account	\$ 1,113,000
1030	DCB Sweep Account	1,462,947
1075	Cal TRUST	10,550,468
1070	L AIF	4,922,007
	<b>Total Cash</b>	<b>\$ 18,048,422</b>

\$40 mil Max

	Current Balance	Restricted	Assigned
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,484,939	\$	\$ 1,484,939
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,978,402		2,978,402
Reserve for SRF Payments(P& I) - Operating	2,749,736	2,749,736	
Reserve for SRF Payments(P& I) - Capital	2,133,074	2,133,074	
Cash Available for Operations and Capital	8,702,271	-	
<b>Total Cash</b>	<b>\$ 18,048,422</b>	<b>\$ 4,882,810</b>	<b>\$ 4,463,341</b>

**SRF LOAN PAYMENTS:**

	9.5 MGD, 11.0 MGD, NAVI, Phase III-A	Upper Narrows Replacement	Nanticoke Bypass	Sub-Regional Apple Valley	Sub-Regional Hesperia	Total
Reserve for SRF Payments (P& I) - Operating	\$ 770,707	257,745	203,725	625,220	892,339	\$ 2,749,736
Reserve for SRF Payments (P& I) - Capital	1,094,924	-	67,908	399,731	570,512	2,133,074
	<b>\$ 1,865,631</b>	<b>257,745</b>	<b>271,633</b>	<b>1,024,951</b>	<b>1,462,850</b>	<b>\$ 4,882,810</b>

Payment Schedule

Upper Narrows Replacement	December	257,745
NAVI	February	258,151
Subregional - AV	February	1,024,951
Subregional - HES	February	1,462,850
11.0 MGD	April	579,870
Phase III-A	June	1,027,610
Nanticoke	June	271,633
		<b>\$ 4,882,810</b>

**Victor Valley Wastewater Reclamation Authority**  
**Statement of Net Position**  
**January 31, 2021**

<i>Assets and Deferred Outflows of Resources</i>	<b>2021</b>
<b>Current assets:</b>	
Cash and cash equivalents	\$ 17,972,311
Interest receivable	1,723
Accounts receivable	4,820,532
Receivable from FEMA Grants	-
Accounts receivable - Other	1,959,347
Allowance for Doubtful Accounts	(101,223)
Materials and supplies inventory	95,478
Prepaid expenses and other deposits	260,959
Total current assets	<u>25,009,128</u>
<b>Fixed assets:</b>	
Capital assets not being depreciated	2,560,659
Capital assets being depreciated	171,764,705
Total capital assets	<u>174,325,364</u>
Total assets	<u>199,334,492</u>
<b>Deferred outflows of resources</b>	
Deferred outflows of resources - OPEB	1,130,711
Deferred outflows of resources - pension	1,273,074
Total	<u>\$ 2,403,785</u>
<b>Liabilities, Deferred Inflows of Resources, and Net Position</b>	
<b>Current liabilities:</b>	
Accounts payable and accrued expenses	\$ 1,078,998
Accrued interest on long-term debt	242,383
Long-term liabilities - due within one year:	
Compensated absences	65,509
Lease payables	143,499
Loans payables	4,882,810
Other payables	4,533
Total current liabilities	<u>6,417,732</u>
<b>Non-current liabilities:</b>	
Long-term liabilities - due in more than one year:	
Compensated absences	298,455
Other post employment benefits payable	3,840,737
Lease payables	261,721
Loans payable	74,640,702
Net pension liability	6,054,828
Other payables	-
Total non-current liabilities:	<u>85,096,443</u>
Total liabilities	<u>91,514,175</u>
<b>Deferred inflows of resources</b>	
Deferred inflows of resources - OPEB	-
Deferred inflows of resources - pension	162,622
<b>Net position:</b>	
Net investment in capital assets	101,232,776
Restricted for capital projects	-
Restricted for SRF loan covenant	4,882,810
Unrestricted	3,796,446
Increase (Decrease) in net position FY 2021	149,448
Total net position	<u>110,061,480</u>
Total	<u>\$ 201,738,277</u>

**Victor Valley Wastewater Reclamation Authority**  
**Revenues and Expenses**  
**Operations and Maintenance**  
For the Month Ended January 31, 2021

	Actual January 2021	YTD Actual FY 20-21	Approved Budget FY 20-21
<b>REVENUES</b>			
User Charges	\$ 1,412,320	\$ 9,634,924	\$ 16,065,997
Sludge Flow Charge	-	72,245	108,000
High Strength Waste Surcharges	-	19,632	20,004
ADM FOG Tipping Fee Revenue	464	28,722	200,000
Septage Receiving Facility Charges	40,800	376,681	600,000
Reclaimed Water Sales	617	6,021	99,552
Potable Well Water Sales	149	959	-
Interest	105	746	-
Pretreatment Fees	4,500	31,100	50,400
Finance Charge	-	-	-
Grant - FEMA/Cal-EMA	10,859	2,745,775	-
Grant - Proposition 1	-	-	-
Grant- Other State and Federal	-	-	-
Settlement Revenue	-	2,200,000	-
Sale of Assets, Scrap, & Misc Income	352	100,971	1,596
<b>Total REVENUES</b>	<b>\$ 1,470,166</b>	<b>\$ 15,217,776</b>	<b>\$ 17,145,549</b>
<b>EXPENSES</b>			
Personnel	\$ 398,452	\$ 3,392,058	\$ 5,675,417
Maintenance	56,555	620,128	2,424,560
Operations	186,706	1,822,090	3,778,233
Administrative	52,501	1,098,212	1,772,967
Construction	118,465	791,073	817,503
<b>Total EXPENSES</b>	<b>\$ 812,678</b>	<b>\$ 7,723,560</b>	<b>\$ 14,468,680</b>
<b>Revenues over Expenses before Depreciation, Debt Service and Transfers</b>	<b>\$ 657,488</b>	<b>\$ 7,494,216</b>	<b>\$ 2,676,869</b>
Depreciation Expense	1,015,464	7,115,670	-
FEMA CalOES Retention	-	-	-
<b>DEBT SERVICE</b>			
SRF Principal	-	-	2,061,035
SRF Interest	-	53,007	688,703
	-	53,007	2,749,738
<b>FUND TRANSFERS IN</b>			
Salary/Benefits Charge from Capital	-	-	-
Admin Charge from Capital	-	-	-
<b>Total FUND TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND TRANSFERS OUT</b>			
Transfer to Repairs and Replacements Fund	-	-	-
Inter-fund loan payment to Capital	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues Over Expenses</b>	<b>\$ (357,976)</b>	<b>\$ 325,539</b>	<b>\$ (72,869)</b>

Victor Valley Wastewater Reclamation Authority  
Revenues and Expenditures  
**CAPITAL**  
For the Month Ended January 31, 2021

	Actual January 2021	YTD Actual FY 20-21	Approved Budget FY 20-21
<b>REVENUES</b>			
Connection Fees	\$ 204,472	\$ 674,048	\$ 2,339,500
Title 16 Grant - Subregional	-	-	-
Grant- Water Recycling	-	-	-
Sale of Assets, Scrap, & Misc Income	-	-	-
Interest	6,863	46,098	180,000
Proposition 1 Grant	-	-	-
Proposition 84 Grant	-	-	-
CEC Microgrid Grant	-	-	-
FMV Adjustment	(5,234)	(18,565)	-
Grant - FEMA/Cal-EMA	-	-	-
<b>Total REVENUES</b>	<u>\$ 206,101</u>	<u>\$ 701,581</u>	<u>\$ 2,519,500</u>
<b>CAPITAL EXPENSES</b>			
Personnel	\$ -	-	-
Maintenance	-	-	-
Operations	-	-	-
Administrative	-	-	-
Construction	108,924	877,671	-
<b>Total CAPITAL EXPENSES</b>	<u>\$ 108,924</u>	<u>\$ 877,671</u>	<u>\$ -</u>
<b>Revenues over Expenses before Debt Service and Transfers</b>	<u>\$ 97,177</u>	<u>\$ (176,090)</u>	<u>\$ 2,519,500</u>
<b>DEBT SERVICE</b>			
SRF Principal	\$ -	-	\$ 1,763,058
SRF Interest	-	-	370,014
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,133,072</u>
<b>FUND TRANSFERS IN</b>			
Capital Recovery - Septage from O&M	\$ -	-	-
Interfund Loan Payment from O&M	-	-	-
<b>Total FUND TRANSFERS IN</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>FUND TRANSFERS OUT</b>			
Salary/Benefits Charge to O & M	\$ -	-	-
Admin Charge to O & M	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Excess Revenues Over Expenses</b>	<u>\$ 97,177</u>	<u>\$ (176,090)</u>	<u>\$ 386,428</u>

*Accrual Basis*

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
SRF LOAN SUMMARY  
January 31, 2021

	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Total Agreed
	11 MGD Expansion	North Apple Valley Interceptor	Phase IIIA Regulatory Upgrades	UN Replacement Project	Nanticoke Pump Station Bypass	Apple Valley Sub-Regional	Hesperia Sub-Regional	SRF Loans
<b>SRF LOAN #</b>	<b>4574</b>	<b>4658</b>	<b>5376</b>	<b>7805</b>	<b>7833</b>	<b>4806</b>	<b>4807</b>	
Original Amount Financed	\$ 11,430,726.00	\$ 4,084,688.00	\$ 18,581,561.00	\$ 4,286,380.00	\$ 4,495,212.79	\$ 26,455,228.84	\$ 37,758,384.81	\$ 107,092,181.44
SRF Interest Rate (fixed)	* 0.00%	2.50%	2.70%	1.90%	1.90%	1.00%	1.00%	Varies
Local Match Amount	1,905,159.00	-	-	-	-	-	-	1,905,159.00
Principal Forgiveness	n/a	n/a	3,000,000.00	n/a	n/a	n/a	n/a	3,000,000.00
SRF Amount Borrowed	9,525,567.00	4,084,688.00	15,717,667.66	4,286,380.00	4,495,212.79	26,455,228.84	37,758,384.81	102,323,129.10
Annual Payment Amount	579,869.96	258,151.05	1,027,609.73	257,745.38	271,632.70	1,024,950.85	1,462,850.30	4,882,809.97
Annual Payment Due Date	April 3	February 13	June 30	December 31	June 30	February 28	February 28	Varies
Loan Term (years)	20	20	20	20	20	30	30	Varies
Years remaining	2	4	12	13	17	28	28	Varies
<b>DEBT SERVICE</b>								
<b>Loan Outstanding Balance</b>	<b>1,130,489.51</b>	<b>971,157.57</b>	<b>10,414,458.82</b>	<b>2,585,107.08</b>	<b>3,914,785.42</b>	<b>24,923,159.02</b>	<b>35,571,316.18</b>	<b>79,510,473.60</b>
Principal Paid to Date	8,395,077.49	3,113,530.43	5,303,208.84	1,701,272.92	580,427.37	1,532,069.82	2,187,068.63	22,812,655.50
Interest Paid to Date	1,875,908.58	981,340.16	2,859,893.87	281,262.90	234,470.73	517,831.88	738,631.97	7,489,340.09
First Payment Date	April 3, 2003	Feb. 13, 2005	June 30, 2013	Dec. 31, 2016	Jun 30, 2018	February 28 2019	February 28 2019	Varies
Final Payment Date	April 3, 2022	Feb. 13, 2024	June 30, 2032	Dec. 31, 2032	Jun. 30, 2037	February 28, 2048	February 28, 2048	Varies
Effective interest rate	1.850%	2.499%	2.700%	1.900%	1.900%	1.00%	1.00%	Varies

\* An imputed interest rate is 1.707% per annum.

# *Victor Valley Wastewater Reclamation Authority*



## *Operations and Maintenance Report*

*January 2021*

**Victor Valley Wastewater Reclamation Authority  
Operations and Maintenance Report  
January 2021**

**TO:** Board of Commissioners  
**FROM:** Operations & Maintenance Staff  
**SUBJECT:** Operations / Maintenance Report  
**DATE:** February 18, 2021

The following information details the operation of the Victor Valley Wastewater Reclamation Authority Facility for January 2021. Included in this report is pertinent information regarding flows, process control information, process sampling, permit requirements, operations activities, and facility maintenance activities.

### Pertinent Operational Data

Total Flow to Mojave	52.40 MGD	Effluent to Mojave BOD	<3.61 mg/l
Avg. Daily Mojave Flow	1.69 MGD	Plant BOD Removal %	>98.78 %
Total Flow to Perc Ponds	Data NA	Effluent to Mojave TSS	<2.0 mg/l
Avg. Daily Flow to Perc Ponds	Data NA	Plant TSS Removal %	>99.47 %
Effluent to Mojave avg. Turbidity	0.48 NTU	Avg. Filter Effluent Turbidity	1.13 NTU
Avg. Primary Sludge Flow	120,474 GPD	Avg. Primary Sludge TS%	2.07 %
Avg. Primary BOD Removal %	Data NA	Avg. Primary TSS Removal %	73.90 %
Avg. 30min Settle-O-Meter	Data NA	Avg. Settle-O-Meter Pop Time	>90 min
Avg. Secondary Turbidity	2.79 NTU	Total ADM/FOG Received	127,578 gal
Total Digester Gas Production	8,540,482 scf	Total ADM Received	0 gal
Digester 4 Gas Production	4,214,334 scf	Total FOG Received	127,578 gal
Digester 5 Gas Production	4,326,148 scf	Avg. Digester VA/A Ratio	.037

### CMMS Work Order Activity

#### VVWRA KPI Report

January 2021 O&M Report

1/1/2021 - 1/31/2021

2/8/2021

12:58 PM

KPI	Count	Percent
Planned Work Total	11	
Planned Work Completed	11	100.00%
Planned Work Completed On-Time	11	100.00%
Planned Work Incomplete	0	0 %
Planned Work Completed Late	0	0 %
Total Work Completed	84	
Reactive Work Completed	7	8.33%
PM Work Completed	74	88.10%

VVWRA O&M Monthly Report – January 2021



## O & M Activities

- **Permit Continuous Monitoring Requirements**
  - All permit required, continuous monitoring equipment was on-line and working properly during the month.
  - All PH and conductivity probes cleaned and calibrated.
  - All TSS and Turbidity probes were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Monthly intensity probe verification completed.
- **Permit Violations**
  - No permit violations.
- **Sampling**
  - All permit required samples for the month were collected and processed.
  - Monthly gas samples collected.
- **Safety**
  - Monthly vehicle safety inspections completed.
  - Monthly gas tech monitor inspections completed.
  - Monthly eyewash safety showers inspected.
  - Monthly SCBA inspections.
  - Hazardous storage area inspection.
  - Spill kit inspections.
- **Monthly Backup Generator Tests**
  - Routine testing of the backup generators was completed and showed no issues.
- **Essential Equipment Maintenance**
  - Aqua Guard pre-treatment screen inspected and serviced.
  - Headwork's conveyor belt lubed and inspected.
  - Grit classifier monthly lubed.
  - Monthly Daft lube PM.
  - Primary clarifier shear pins replaced as needed.
  - Primary sludge pump repack PMs completed.
  - Piller blowers 1 & 6 weekly inspections complete.
  - Service Air compressors inspection and service completed.
  - Waukesha engines inspections completed.
  - Monthly tertiary filters gear box and platform drive wheel service complete.
  - Filter #1 & #2 monthly platform gear box PMs completed.
  - Monthly filter festoon inspection completed.
  - Filter #1 & #2 monthly backwash wasting pumps oil checks complete.
  - DAFT #1 and #2 Air Compressors PM services complete.
  - DAFT monthly lube completed.
  - Monthly UREA refill completed on CHPs #1 & #2.
  - CHP1&2 differential pressure readings taken within normal range, Gas DP pressure collected within normal range.

## Operations / Areas of Concern

- **Sludge Thickening Operation**
  - Switched back to feeding Digesters directly from the primary clarifiers for Digester seeding.
  - Seeded Digesters 1-3.
  - Training of Operations on new Digester 1-3 gas system.
- **Primary Treatment**
  - Balancing primary sludge flows to the digesters.
- **BNR Process**
  - Blower issues. Working with Maintenance staff and contractors to ensure redundant blower operation.
- **Subregional Facilities**
  - Hesperia facility meeting Title 22 regulations.

## Major Maintenance Activities

- **Digester Project**
  - Exposing sludge feed lines to Digesters 1-5.
  - Installing cleanouts on primary sludge feed lines to Digesters.
  - Cleaned out gas lines for Digesters 1-3.
- **Primary Treatment**
  - Daft 3 ongoing upgrades.
- **Secondary Treatment**
  - Turblex blower 2 gas regulator installed.
  - Blower 5 Air starter replaced.
  - Cleaned out heat exchangers for both blowers 4 and 5.
  - Blowers 4 and 5 were source tested.

# ***Victor Valley Wastewater Reclamation Authority***



## **Environmental Compliance Department Report**

**January 2021**

VWVRA Environmental Compliance Department  
Industrial Pretreatment Program

## **I. Interceptors Operation and Maintenance:**

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### **1. Interceptors cleaning & CCTV:**

No cleaning or CCTV was performed in January 2021

### **2. Interceptors Inspections:**

The following interceptors were visually inspected for signs of damage, vandalism and evidence of sanitary sewer overflows:

- ✓ South Apple Valley & North Apple Valley.
- ✓ Schedule 1, 2, 3 & 4
- ✓ UNE Bypass HDPE pipe
- ✓ Hesperia, I Ave and Santa Fe.
- ✓ CSA 64
- ✓ Adelanto
- ✓ SCLA1

### **3. Damage and repair summary:**

- ✓ No Damage found during inspections and no repair was needed or performed.

### **4. Sanitary sewer overflows (SSO) summary:**

- ✓ Date of last reportable SSO: March 12, 2020

### **5. Interceptors maintenance budget remaining:**

- ✓ The fiscal year 2021-2021 Interceptor sewer maintenance amount remaining for sewer cleaning and inspection services is \$81,631.34

### **6. Dig Alert Underground tickets processed:**

- ✓ A total of Sixty-Five (65) USA Tickets were received and processed in January 2021.

### **7. Flow monitoring Studies:**

- ✓ A flow monitoring study by ADS Environmental is continuing.

## II. Industrial pretreatment Activities:

---

1. **New Business Questionnaires and permits applications evaluated:**
  - ✓ Eight (8) New Business Questionnaire were processed in the month of January 2021.
  - ✓ One (1) New Business Inspection was conducted in the month of January 2021.
2. **New permits issued:**
  - ✓ Two (2) New permits were issued in the month of January 2021.
3. **Permit renewals issued:**
  - ✓ Fifteen (15) Class III permit renewals were issued in the month of January 2021.
4. **Work Orders:**
  - ✓ 31 Work Orders were completed in January 2021
5. **Monthly revenues collected, and invoices issued:**
  - ✓ Revenues: \$2,600.00
  - ✓ Invoiced: \$4,500.00

### III. Industrial Pretreatment Activities (continued)

---

**1. Current enforcement actions:**

- ✓ No Notice of Violations were issued in January 2021.

**2. Current active industrial pretreatment permits:**

- ✓ The current number of VVWRA's industrial wastewater discharge permits is 430, they are comprised as follows:

1	Class I	Categorical Industrial User
10	Class II	Non-Categorical Significant Industrial User
407	Class III	Non-Significant Industrial User
2	Class IV	Zero Discharge Industrial User
10	Class V	Sanitary Waste Haulers

- ✓ The permitted establishments include:

15	Automotive Service Facility
11	Bakery
1	Brewery/Winery
22	Car Wash/Truck Wash/Bus Wash
3	Coffee Shop
9	Dry Cleaner
299	FSE
22	Grocery Store
3	Hospital
5	Misc. Food
3	Misc. Industrial
4	Other
1	Photographic
1	Print Shop
1	Prison
3	School/Church
4	Water Retail Store
10	Waste Haulers

- ✓ Permitted businesses are distributed among member entities as follows: 159 in Victorville, 126 in Apple Valley, 121 in Hesperia and 1 in Oro Grande.

# ***Victor Valley Wastewater Reclamation Authority***



**Environmental Compliance Department**

***Septage/FOG/ADM Monthly Report***

**January 2021**

## 1. Septage/FOG/ADM receiving invoices and payments monthly report:

Payments and Invoices period: January 1<sup>st</sup> thru January 31<sup>st</sup> – Septage rate per Gallon: \$ 0.0936  
FOG/ADM rate per Gallon: \$ 0.04

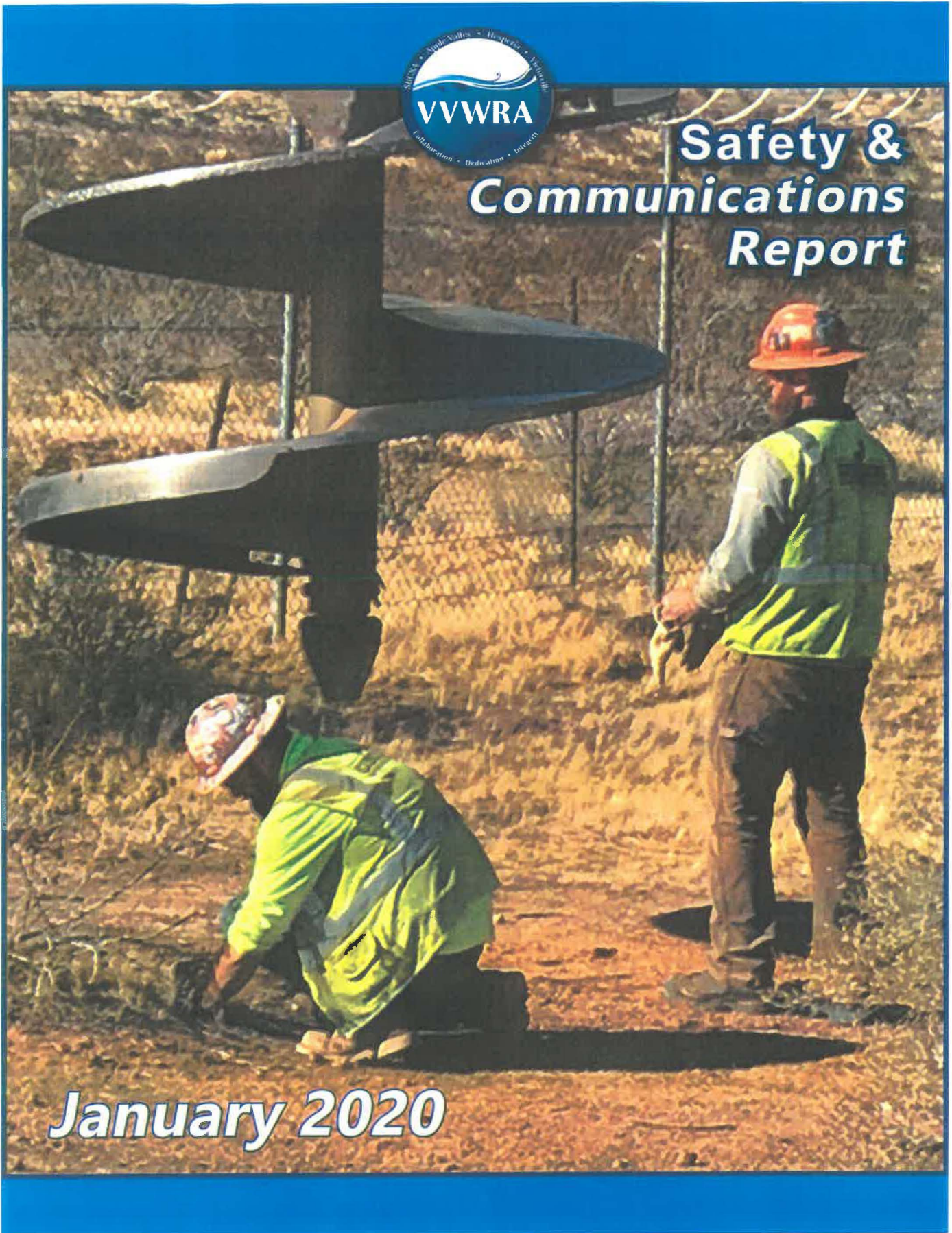
### Receiving invoices

ID No	Septage Hauler	Invoice Date	Total Gallons	Invoice Amount
ABS000	Absolute Pumping	1/28/2021	29,162	\$2,729.56
ALP000	Alpha Omega Septic Service	1/28/2021	99,376	\$9,301.59
BUR000	Burns Septic	1/28/2021	104,000	\$9,734.40
HIT000	Hitt Plumbing	1/28/2021	30,915	\$2,893.64
HON001	Honest Johns Septic Service, Inc	1/28/2021	81,593	\$7,637.10
POO000	Pooman Pumping	1/28/2021	0	\$0
ROT001	T.R. Stewart Corp. dba Roto Rooter	1/28/2021	63,450	\$5,938.92
USA000	USA Septic	1/28/2021	27,400	\$2,564.64
ALP000	Alpha Omega Septic Service (Nutro)	1/28/2021		\$
COW000	Co-West Commodities	1/28/2021	0	\$0
HIT000	Hitt Plumbing	1/28/2021	0	\$0
LIQ000	Liquid Environmental Solutions of CA	1/28/2021	0	\$0
SMC000	SMC Grease Specialist, Inc.	1/28/2021	0	\$0
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	1/28/2021	0	\$0
<b>Grand Totals</b>			<b>435,896</b>	<b>\$40,799.85</b>



**Septage/FOG/ADM receiving payments:**

<b>ID No</b>	<b>Business Name</b>	<b>Payments Received</b>
ABS000	Absolute Pumping	\$3,369.60
ALP000	Alpha Omega Septic Service	\$20,956.29
BUR000	Burns Septic	\$9,734.40
HIT000	Hitt Plumbing	\$964.55
HON001	Honest Johns Septic Service, Inc	\$0
RIG001	Pooman Pumping	\$0
ROT001	T.R. Stewart Corp. dba Roto Rooter	\$17,950.24
USA000	USA Septic	\$0
ALP000	Alpha Omega Septic Service (Nutro)	\$8,962.28
COW000	Co-West Commodities	\$0
LIQ000	Liquid Environmental Solutions of CA	\$0
SMC000	SMC Grease Specialist, Inc.	\$3,080.00
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	\$0
HIT000	Hitt Plumbing	\$0
<b>Grand Total</b>		<b>\$65,017.36</b>







# Safety

## STAFF SAFETY TAILGATE TRAINING CONDUCTED

- January 7-Safety Awareness
- January 11-back injury prevention
- January 19-ladder safety
- January 26-eye safety awareness





# Safety

## Safety Events/ Training

- Safety tailgates
- Daily, weekly and monthly plant inspections
- Staff has been assigned online safety courses including covid awareness

## Unsafe Conditions Reported/Resolved

Date of last recordable accident/injury: November 18, 2019

Days since last recordable accident/injury:

**440 Days**



# *Safety*

## NEXT MONTH'S SCHEDULE OF STAFF TRAINING/SAFETY EVENTS :

- Safety Tailgates will be conducted weekly online
- Safety Committee meeting
- Online training

## *Media Coverage*

- VWRA Receives Final Reimbursement--Daily Press 1-16-21

# DAILY PRESS

## NEWS

# VVWRA receives final reimbursement for controversial Mojave River pipeline project

**Martin Estacio** Victorville Daily Press

Published 3:40 p.m. PT Jan. 16, 2021

More than three years after federal auditors recommended taking back more than \$33 million for replacing a broken pipeline in the Mojave River and alleged mishandling of funds, the Victor Valley Wastewater Reclamation Authority received its final reimbursement for the project last month.

VVWRA General Manager Darron Poulsen said the \$5.8 million sent by the Federal Emergency Management Agency on Dec. 1 was an “exoneration of VVWRA and how it applied for and handled Federal funds.”

“VVWRA always contended the grant money was procured and spent legally and in good faith and this payment affirms what we have said all along,” he said in a statement.

The Upper Narrows project began after a sewer line ruptured in December 2010, spilling 42 million gallons of sewage into the river.

VVWRA — which provides wastewater services for Victorville, Apple Valley, Hesperia and other unincorporated San Bernardino County areas — replaced the pipeline in a roughly \$42-million construction project that was completed in 2016.

But auditors from the the Department of Homeland Security’s Office of the Inspector General said they found issues with how VVWRA awarded three contracts.

In January 2017, the OIG released a report which found the Authority did not comply with federal regulations and concluded that FEMA “had no assurance that these costs were reasonable or that the Authority selected the most qualified contractors.”

The next year, OIG auditors released a second report that found VVWRA had provided misleading information to FEMA concerning the costs of alternative options and the final

price of the project.

According to the report, in applying for federal funds, the Authority presented FEMA with information that the option of relocating and replacing the pipeline outside of the Mojave Riverbed as the “least expensive option” despite two contractors telling wastewater officials it was the “most expensive option.”

The OIG gave a list of recommendations to FEMA, including that the agency disallow the \$33.1 million in grant funds VVWRA was awarded.

Authority officials said last month that they “vehemently disputed the audits findings and produced thousands of records and interviews to support FEMA’s funding of the project and show that no federal funds were ever improperly procured, misplaced or wasted.”

A letter from the OIG sent in October shows that while FEMA agreed with some of the OIG’s recommendations, it also found that VVWRA had “satisfactorily completed the approved (scope of work) to repair the damaged pipeline in accordance with FEMA mission objectives.”

In addition, the letter stated that although FEMA agreed that VVWRA did not comply with “all Federal regulations regarding proper procurement standards under the grant,” the agency was authorized to “grant reasonable costs” for the project.

FEMA ultimately approved about \$35.9 million in federal funds in February 2020, which included a \$2.8 million cost overrun.

“Integrity is one of our core values at VVWRA,” Poulsen said. “I believe (the \$5.8 million final payment) will go a long way in assuring the public that we are good stewards of the resources we use.”

***Daily Press reporter Martin Estacio may be reached at 760-955-5358 or MEstacio@VVDailyPress.com. Follow him on Twitter @DP\_mestacio.***