

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.

**SPECIAL BOARD MEETING**  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
**VICTORVILLE CITY HALL, CONFERENCE ROOM D**  
**14343 CIVIC DRIVE, VICTORVILLE CA 92392**  
**Wednesday, March 15, 2023**  
**Closed Session 7:30 a.m. Open Session 8:00 a.m.**

*VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.*

**Call to Order**

**Higgins**

**Roll Call**

**Casteel**

**Public Comments- Closed Session Agenda Items**

**Higgins**

**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. 54956.9(d)) Conference with Legal - Threatened or Potential Litigation

- California River Watch-Notice of Intent to Sue
- 

**Item 2.** (Gov. Code Sections 54957/54957.6/ 54954.5 (f)):

- Personnel Issues: One (1)

**Call to Order & Pledge of Allegiance**

**Higgins**

**Report from Closed Session**

**Legal**

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

**Higgins**

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**

Higgins

**Consent Calendar**

Higgins

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 3. Receive, Approve and File Minutes**

Poulsen

- Regular Board Meeting 02/16/23

**Item 4. Receive, Approve and File February 2023 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 5. Discussion: California River Watch**

Poulsen

This is a discussion only item. No action will be taken.

**No Board Action Required**

**Item 6. Recommendation to Change the Authorized Signer for the Empower Retirement Account** Coromina

It is recommended that the Board of Commissioners to approve the removal of Chieko Keagy, Controller as the Empower Retirement authorized signer, and approve the Director of Administration and the Accounting Supervisor as the authorized signers

**Board Action Required**

Staff Recommendation: Approve as Presented

**Item 7. Recommendation to Authorize the General Manager to Purchase Equipment for the Rehabilitation of Four Primary Clarifiers From Misco Water Southwest, the Sole Source Provider for Evoqua, for an Amount Not to Exceed \$202,000**

**Adams**

It is recommended that the Board of Commissioners authorize the General Manager to purchase equipment for the rehabilitation of four primary clarifiers from the Misco Water Southwest, the sole source provider for Evoqua, for an amount not to exceed \$202,000

**Board Action Required**

Staff Recommendation: Approve as Presented

**Staff Reports**

<b><u>Item 8.</u> General Managers Report</b>	<b>Poulsen</b>
<b><u>Item 9.</u> Financial and Investment Report – 4th Quarter 2022</b>	<b>Wang</b>
<b><u>Item 10.</u> Operations and Maintenance Report – 4th Quarter 2022</b>	<b>Adams</b>
<b><u>Item 11.</u> Environmental Compliance Report – 4th Quarter 2022</b>	<b>Laari</b>
<b><u>Item 12.</u> Septage Receiving Facility Report – 4th Quarter 2022</b>	<b>Laari</b>
<b><u>Item 13.</u> Safety and Communication Report – 4th Quarter 2022</b>	<b>Wylie</b>

**Adjournment**

**Higgins**

The board will adjourn to a regular board meeting

## 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)  
February 16, 2023**

**CALL TO ORDER:** Chair Dakota Higgins called the meeting to order at 7:30 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

<b>ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64) TOWN OF APPLE VALLEY CITY OF VICTORVILLE CITY OF HESPERIA</b>	<b>Dakota Higgins, Chair Scott Nassif, Vice-Chair Debra Jones, Secretary Larry Bird, Treasurer</b>
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**VWVRA Staff and Legal Counsel:**

**Darron Poulsen, General Manager  
Kristi Casteel, Executive Assistant  
Piero Dallarda, Legal Counsel (BB&K)  
Xiwei Wang, Accounting Supervisor  
David Wylie, Safety & Communications Officer  
Brad Adams, Director of O&M  
Robert Coromina, Director of Administration  
Andy Henriquez, Operations Supervisor**

**Guest Present:**

**Doug Robertson, Town of Apple Valley  
Keith Metzler, City of Victorville  
Jenele Davidson, City of Victorville  
Brian Gengler, City of Victorville**

**CLOSED SESSION**

**PUBLIC COMMENTS- CLOSED SESSION AGENDA**

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

**Moved: Commissioner Nassif                      Second: Commissioner Jones  
Motion to enter into Closed Session  
  
Motion passed by a 4-0 roll call vote**

**REGULAR SESSION**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**Chair Higgins called the meeting to order at 8:33 AM.**

**REPORT FROM CLOSED SESSION**





several areas in the budget that require additional funding. Also, it is recommended that the Board of Commissioners approve the General Manager to utilize a portion of the connection fee reserve to prefund the quarterly cost of the Cal Recycle Grant project

Chair Higgins- Yes  
 Commissioner Nassif - Yes  
 Commissioner Jones - Yes  
 Commissioner Bird- Yes

Motion passed by a 4-0 roll call vote

**6. Recommendation to Approve An Amendment to the American Organics Lease Agreement to Account for Storm Water Management Changes on the Proposed Operation Expansion**

The Board will consider approval to authorize the General Manager to execute an amendment to the American Organics Lease Agreement to account for the storm water management changes on the proposed operation expansion upon approval of the amendment by American Organics and the VWRA Attorneys

Moved: Chair Higgins                      Second: Commissioner Bird  
 Approval to authorize the General Manager to execute an amendment to the American Organics Lease Agreement to account for the storm water management changes on the proposed operation expansion upon approval of the amendment by American Organics and the VWRA Attorneys

Chair Higgins- Yes  
 Commissioner Nassif - Yes  
 Commissioner Jones - Yes  
 Commissioner Bird- Yes

Motion passed by a 4-0 roll call vote

**7. Recommendation to Authorize the General Manager to Execute the Necessary Social Biomethane Amendment and Anaergia Equipment Purchase Agreement to Allow for the Installation and Purchase of Equipment Detailed in the CEC and Cal Recycle Grant Budgets to Improve Renewable Gas Production and ADM Receiving Operations Upon Approval of the Amendment and the Agreement by Social Biomethane, Anaergia and the VWRA Attorneys**

The Board will consider approval to authorize the General Manager to Execute the Necessary Social Biomethane Amendment and Anaergia Equipment Purchase Agreement to Allow for the Installation and Purchase of Equipment Detailed in the CEC and Cal Recycle Grant Budgets to Improve Renewable Gas Production and ADM Receiving





**pending legal review and approval of the agreement**

- Chair Higgins- Yes**
- Commissioner Nassif - Yes**
- Commissioner Jones - Yes**
- Commissioner Bird- Yes**

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

**CLOSED SESSION (If Closed Session is continued)**

**ADJOURNMENT**

The board will adjourn to a regular board meeting on January 19, 2023 at 7:30 a.m. This meeting was adjourned in honor of Andy Henriquez for his dedicated work as Operations Supervisor.

**APPROVAL:**

**DATE:** \_\_\_\_\_ **BY:**

\_\_\_\_\_  
Approved by Debra Jones, 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](mailto:mail@vwwra.com)

**DATE:** March 16, 2023

**TO:** Darron Poulsen  
General Manager

**FROM:** Xiwei Wang  
Accounting Supervisor

**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 FEBURARY 2023, check numbers 125020-125067 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$69,566.62</i>	<i>\$3,452,346.27</i>	<i>\$353,834.10</i>	<i>\$3,875,746.99</i>

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 2/1/2023 through 2/28/2023**

<b>Vendor Name</b>	<b>Payment #</b>	<b>Date</b>	<b>Total</b>
Airgas Usa, Llc	125020	02/03/2023	\$ 1,953.70
Answering 365	125021	02/03/2023	\$ 173.00
City Of Victorville / Sanitation	125022	02/03/2023	\$ 3,559.24
Dell Inc.	125023	02/03/2023	\$ 486.88
High Desert Affordable Landscaping	125024	02/03/2023	\$ 5,034.00
Institute For Environmental Health Inc	125025	02/03/2023	\$ 2,805.00
Konica Minolta Business Solutions	125026	02/03/2023	\$ 315.19
Littlejohn-Reuland Corporation	125027	02/03/2023	\$ 1,488.63
Prudential Overall Supply	125028	02/03/2023	\$ 843.86
Verizon Wireless	125029	02/03/2023	\$ 3,955.56
Airgas Usa, Llc	125030	02/09/2023	\$ 1,167.93
Apex Rentals	125031	02/09/2023	\$ 57.61
Cintas Corporation	125032	02/09/2023	\$ 1,081.89
Cla-Val Co.	125033	02/09/2023	\$ 3,655.85
D.M.E. Inc.	125034	02/09/2023	\$ 815.41
Dell Inc.	125035	02/09/2023	\$ 27.62
Gfoa	125036	02/09/2023	\$ 1,309.50
Guardian	125037	02/09/2023	\$ 859.54
Heritage Environmental Services, L.L.C.	125038	02/09/2023	\$ 7,656.90
Hesperia Unified School District	125039	02/09/2023	\$ 127.19
Hi-Desert Communications	125040	02/09/2023	\$ 150.00
Hi-Grade Materials Co.	125041	02/09/2023	\$ 2,762.28
Liberty Utilities	125042	02/09/2023	\$ 100.06
Quill Corporation	125043	02/09/2023	\$ 986.04
Shredyourdocs.Com	125044	02/09/2023	\$ 114.00
Socal Filters And Services Inc.	125045	02/09/2023	\$ 704.21
Socal Job	125046	02/09/2023	\$ 2,817.39
United Rentals Northwest, Inc	125047	02/09/2023	\$ 1,289.48
High Desert Backflow - Aaa Action Backflow, Llc	125048	02/16/2023	\$ 385.00
Hi-Grade Materials Co.	125049	02/16/2023	\$ 760.72
Industrial Solution Services, Inc	125050	02/16/2023	\$ 3,110.28
Motion Industries, Inc.	125051	02/16/2023	\$ 1,870.16
Napa Victorville	125052	02/16/2023	\$ 606.74
Parkhouse Tire Inc.	125053	02/16/2023	\$ 544.56
Prudential Overall Supply	125054	02/16/2023	\$ 1,650.55
Royal Industrial Solutions	125055	02/16/2023	\$ 824.56
Airgas Usa, Llc	125056	02/23/2023	\$ 729.45
All Pro Pest Control	125057	02/23/2023	\$ 2,975.00
Apex Rentals	125058	02/23/2023	\$ 1,034.00
Bird, Larry	125059	02/23/2023	\$ 100.00
Cintas Corporation	125060	02/23/2023	\$ 2,458.99
Dell Inc.	125061	02/23/2023	\$ 36.46
Doane And Hartwig Water Systems, Inc	125062	02/23/2023	\$ 2,556.12
Hi-Desert Communications	125063	02/23/2023	\$ 150.00

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 2/1/2023 through 2/28/2023**

Vendor Name	Payment #	Date	Total
Jones, Debra	125064	02/23/2023	\$ 200.00
Motion Industries, Inc.	125065	02/23/2023	\$ 321.86
Nassif, Scott	125066	02/23/2023	\$ 200.00
Snap On Industrial	125067	02/23/2023	\$ 2,754.21
<b>Total Checks</b>			<b>\$ 69,566.62</b>
Babcock Laboratories, Inc.	20380	02/03/2023	\$ 28,441.77
Best, Best & Krieger, L.L.P.	20381	02/03/2023	\$ 50,959.45
Brenntag Pacific, Inc	20382	02/03/2023	\$ 15,287.64
Daily Express	20383	02/03/2023	\$ 1,400.00
Dudek	20384	02/03/2023	\$ 14,765.97
Evoqua Water Technologies Llc	20385	02/03/2023	\$ 11,618.77
Grainger	20386	02/03/2023	\$ 846.80
Hug Engineering, Inc.	20387	02/03/2023	\$ 21,403.95
Labor Finders	20388	02/03/2023	\$ 2,373.14
Cottrell, Chase	20389	02/03/2023	\$ 125.00
Westover, Kalin	20390	02/03/2023	\$ 190.00
Wilkins, Lucas	20391	02/03/2023	\$ 200.00
A.D.S. Corp.	20392	02/09/2023	\$ 7,700.00
Adt Commercial	20393	02/09/2023	\$ 473.45
Applied Maintenance Supplies & Solution	20394	02/09/2023	\$ 3,725.93
Beck Oil, Inc.	20395	02/09/2023	\$ 2,613.27
Cdw Government, Inc	20396	02/09/2023	\$ 383.32
Consumers Pipe & Supply, Co.	20397	02/09/2023	\$ 3,894.34
D.K.F. Solutions Group, Llc	20398	02/09/2023	\$ 350.00
Diamond Environmental Services	20399	02/09/2023	\$ 167.71
Grainger	20400	02/09/2023	\$ 2,864.95
Hach Company	20401	02/09/2023	\$ 3,110.25
Labor Finders	20402	02/09/2023	\$ 4,955.76
Mcgrath Rentcorp	20403	02/09/2023	\$ 5,525.47
Michael'S Auto Detail	20404	02/09/2023	\$ 580.00
Orkin	20405	02/09/2023	\$ 1,412.00
Polydyne Inc.	20406	02/09/2023	\$ 6,220.50
T-Mobile	20407	02/09/2023	\$ 196.56
Underground Service Alert Of Southern California	20408	02/09/2023	\$ 66.00
Veteran Janitorial, Llc	20409	02/09/2023	\$ 2,630.00
Victor Valley Wastewater Employees Assoc	20410	02/09/2023	\$ 662.50
Wageworks, Inc	20411	02/09/2023	\$ 128.75
Waxie Sanitary Supply	20412	02/09/2023	\$ 1,140.06
Xylem Water Solutions	20413	02/09/2023	\$ 43,836.17
American Express	20414	02/09/2023	\$ 37,639.72
Applied Maintenance Supplies & Solution	20415	02/16/2023	\$ 525.49
Brenntag Pacific, Inc	20416	02/16/2023	\$ 4,721.34
California School Veba	20417	02/16/2023	\$ 758.32

**Victor Valley Wastewater Reclamation Authority**  
**Cash Disbursement Register**  
**From 2/1/2023 through 2/28/2023**


<b>Vendor Name</b>	<b>Payment #</b>	<b>Date</b>	<b>Total</b>
Cdw Government, Inc	20418	02/16/2023	\$ 4,320.66
Collicutt Energy Services Inc	20419	02/16/2023	\$ 2,089.10
Culligan Water Conditioning	20420	02/16/2023	\$ 611.48
Daily Express	20421	02/16/2023	\$ 1,680.00
Diamond Environmental Services	20422	02/16/2023	\$ 376.68
Dudek	20423	02/16/2023	\$ 14,585.00
G.A. Osborne Pipe & Supply	20424	02/16/2023	\$ 476.09
Labor Finders	20425	02/16/2023	\$ 1,957.10
Luhdorff And Scalmanini	20426	02/16/2023	\$ 5,108.75
Msa Safety Sales, Llc	20427	02/16/2023	\$ 3,284.26
Procurement Consulting Services, Llc.	20428	02/16/2023	\$ 1,262.50
Simmons, Joann, Lmft	20429	02/16/2023	\$ 9,180.00
Westover, Kalin	20430	02/16/2023	\$ 1,512.00
Xylem Dewatering Solutions	20431	02/16/2023	\$ 12,287.44
Anthony, Donna	20432	02/22/2023	\$ 420.00
Billings, Richard	20433	02/22/2023	\$ 420.00
Correia, Linda	20434	02/22/2023	\$ 420.00
Dagnino, Roy	20435	02/22/2023	\$ 420.00
Davis, Tim	20436	02/22/2023	\$ 420.00
Flint, Terrie Gossard	20437	02/22/2023	\$ 269.02
Gyurcsik, Darline	20438	02/22/2023	\$ 269.02
Hinojosa, Thomas	20439	02/22/2023	\$ 420.00
Keniston, Olin	20440	02/22/2023	\$ 269.02
Main, Randy	20441	02/22/2023	\$ 420.00
Mcgee, Mark	20442	02/22/2023	\$ 420.00
Montgomery, Lillie	20443	02/22/2023	\$ 148.68
Nalian, L. Christina	20444	02/22/2023	\$ 148.68
Nave, Patrick	20445	02/22/2023	\$ 420.00
2G Energy Inc.	20446	02/23/2023	\$ 5,839.24
Allied Electronics Inc	20447	02/23/2023	\$ 777.85
Applied Maintenance Supplies & Solution	20448	02/23/2023	\$ 2,327.31
Best, Best & Krieger, L.L.P.	20449	02/23/2023	\$ 42,516.67
Biogas Power Systems- Mojave, Llc	20450	02/23/2023	\$ 64,119.27
Brenntag Pacific, Inc	20451	02/23/2023	\$ 1,771.97
Cdw Government, Inc	20452	02/23/2023	\$ 5,861.82
Crane Pro Services	20453	02/23/2023	\$ 1,499.00
Grainger	20454	02/23/2023	\$ 3,684.04
Graybar Electric Co., Inc.	20455	02/23/2023	\$ 1,421.04
Higgins, Dakota	20456	02/23/2023	\$ 100.00
Performance Contracting, Inc	20457	02/23/2023	\$ 4,982.00
Quinn Company	20458	02/23/2023	\$ 64.00
Tesco Controls (Prev. Trimax Systems)	20459	02/23/2023	\$ 56,560.00
Waxie Sanitary Supply	20460	02/23/2023	\$ 1,037.04
Yorke Engineering, Llc	20461	02/23/2023	\$ 1,692.00



**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 2/1/2023 through 2/28/2023**

<b>Vendor Name</b>	<b>Payment #</b>	<b>Date</b>	<b>Total</b>
Flyers Energy, Llc	DFT03758	02/03/2023	\$ 1,429.39
Sparkletts Drinking Water	DFT03759	02/03/2023	\$ 996.62
Ups	DFT03760	02/03/2023	\$ 34.30
State Water Resources Control Board	DFT03761	02/03/2023	\$ 258,151.05
Flyers Energy, Llc	DFT03783	02/09/2023	\$ 1,376.60
Konica Minolta Business Solutions	DFT03784	02/09/2023	\$ 391.50
Principal Life Ins. Co.	DFT03787	02/09/2023	\$ 3,385.42
Southern California Edison	DFT03788	02/09/2023	\$ 61,888.73
Southern California Edison	DFT03789	02/09/2023	\$ 866.42
Southwest Gas Company	DFT03790	02/09/2023	\$ 45,602.29
Town Of Apple Valley	DFT03791	02/09/2023	\$ 188.24
Lincoln Financial Group	DFT03801	02/17/2023	\$ 6,230.11
Lincoln Financial Group	DFT03802	02/17/2023	\$ 80.11
Southern California Edison	DFT03803	02/17/2023	\$ 21,086.34
Southern California Edison	DFT03804	02/17/2023	\$ 1,574.04
State Water Resources Control Board	DFT03805	02/17/2023	\$ 1,024,950.85
State Water Resources Control Board	DFT03806	02/17/2023	\$ 1,462,850.30
Ups	DFT03807	02/17/2023	\$ 345.06
Flyers Energy, Llc	DFT03808	02/23/2023	\$ 1,591.19
Southern California Edison	DFT03809	02/23/2023	\$ 12,182.16
Southwest Gas Company	DFT03810	02/23/2023	\$ 25.00
Southwest Gas Company	DFT03811	02/23/2023	\$ 152.35
Southwest Gas Company	DFT03812	02/23/2023	\$ 25.00
Spectrum (Prev. Charter Communications)	DFT03813	02/23/2023	\$ 5,159.45
Ups	DFT03814	02/23/2023	\$ 20.67
<b>Total ACH &amp;EFT's</b>			<b>\$ 3,452,346.27</b>

**Approved**



<b>Total Checks</b>	<b>\$ 69,566.62</b>
<b>Total ACH and EFT's</b>	<b>\$ 3,452,346.27</b>
<b>Total Payroll - Feburary 2023</b>	<b>\$ 353,834.10</b>
<b>Total</b>	<b>\$ 3,875,746.99</b>



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

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DJP*  
**SUBMITTED BY:** Robert Coromina, Director of Administration *RC*  
Xiwei Wang, Accounting Supervisor  
**DATE:** March 15, 2023  
**SUBJECT:** **CHANGE OF THE AUTHORIZED SIGNER FOR THE EMPOWER RETIREMENT ACCOUNT**

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<input checked="" type="checkbox"/> <b>For Action</b>	<input type="checkbox"/> <b>Fiscal Impact:</b>	<b>None</b>
<input type="checkbox"/> <b>Information Only</b>	<input type="checkbox"/> <b>Account Code:</b>	
	<input type="checkbox"/> <b>Funds Budgeted/Approved:</b>	<b>none</b>

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners (Board) to approve the removal of Chieko Keagy, Controller as the Empower Retirement authorized signer, and approve the Director of Administration and the Accounting Supervisor as the authorized signers.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

We recommend that the Board remove Chieko Keagy, as well as the Controller position to be the authorized signer for Empower Retirement, a deferred compensation retirement plan for VVWRA. The Controller position no longer exists within the agency, and Chieko Keagy, who previously held the position, is no longer employed with the agency.

Given these circumstances, it is essential that the Board authorize the Director of Administration and the Accounting Supervisor as the authorized signers for VVWRA’s Empower Retirement account. These individuals have the necessary knowledge, skills, and experience to effectively manage this important retirement plan on behalf of VVWRA.

**ATTACHMENT**

**Exhibit 1- Contact Change & Plan Service Center Authorization Form**

# EXHIBIT 1



# Contact change & plan service center authorization form

This form is used to request contact role changes and access to the Plan Service Center website (PSC). The PSC is the primary tool used by the plan sponsor and any authorized third parties for online contribution processing, viewing plan and participant data, requesting/downloading plan files and reports, and approving online withdrawals. The new users listed below will receive an email notification when their PSC authorization request is complete.

## CURRENT AUTHORIZED SIGNER CERTIFICATION

Plan name:	Plan number:
Current authorized signer name:	
Email address:	Phone/ext:

## CONTACT ROLE & PLAN SERVICE CENTER CLIENT ADMINISTRATION AGREEMENT

The plan sponsor has designated the representative(s) listed on the following pages to the plan contact roles elected.

If the plan sponsor has elected the authorized signer option, the following authorized plan representative(s) are authorized to provide direction and approval on behalf of the plan sponsor and plan administrator. This authorization applies to all direction and approvals required by Empower with respect to the administration and recordkeeping of the plan. Empower recommends that at least two representatives be authorized to sign at all times.

By signing this form, the plan sponsor agrees that the usernames listed on the following pages are authorized to use the PSC. The plan sponsor hereby agrees to notify each of the usernames listed to maintain the confidentiality of logon and password information provided and to not share such information with any third parties. The plan sponsor is responsible for regular review of the users authorized access to the PSC and providing timely notification to Empower of any access changes including access terminations.

The plan sponsor acknowledges and agrees that this goes into effect within a reasonable amount of time after good order receipt.

\_\_\_\_\_  
Current authorized signer's signature

\_\_\_\_\_  
Date

Plan contacts can be viewed on the Plan Service Center under the **Contacts > Plan contacts** menu option.  
**Please return all pages to your Client Service Manager.**

Clear form



**CONTACT CHANGEREQUEST #1**

Contact information		
<input type="radio"/> <b>Add/Change contact</b> – Contact roles assigned based on the selections below. <input type="radio"/> <b>Remove contact</b> – All contact roles and PSC access will be terminated for the individual(s) listed below.		
<input type="radio"/> <b>Replace</b> _____ with the individual listed below. Replacing a contact will transfer all contact roles to the new individual. The contact being replaced will have their contact roles and PSC access terminated. Plan contact role selections below will be ignored.		
<b>Name</b>	<b>Subsets</b> (if applicable) <input type="checkbox"/> All <input type="checkbox"/> Limited to: (enter below)	
<b>Address</b>	Division(s)	
<b>City, State ZIP</b>	Pay Center(s)	
<b>Phone</b>		
<b>Email address</b>		
<b>Employer</b> <i>If different from plan</i>		
<b>Current PSC username</b> <i>If previously issued</i>		
Plan contact roles (as applicable to your plan)		
<b>Primary contact roles</b> <input type="checkbox"/> Primary Plan Contact <sup>1</sup> <input type="checkbox"/> Authorized signer <sup>2</sup> <input type="checkbox"/> Primary Compliance Contact <sup>1,6</sup> <input type="checkbox"/> Payroll Contact <sup>2</sup> <input type="checkbox"/> Loan Contact <sup>1,2</sup>	<b>Standard contact roles</b> <input type="checkbox"/> Secondary Plan Contact <input type="checkbox"/> Secondary Compliance Contact <sup>6</sup> <input type="checkbox"/> Plan Summary Report <sup>2,5</sup>	<b>Other contacts roles</b> <input type="checkbox"/> Trustee <sup>3</sup> <input type="checkbox"/> Proxy Contact <sup>4</sup>
<sup>1</sup> Marking this box will override any current contact listed in this role <sup>2</sup> This contact role requires PSC access <sup>3</sup> May require a plan amendment <sup>4</sup> For plans with employer stock only <sup>5</sup> Assigned with PSC access (may opt out) <sup>6</sup> Applicable to plans with Empower complianceservices		
PSC file feed reports (as applicable to your plan's services)		
<b>Standard reports</b> <input type="checkbox"/> Deferral report <input type="checkbox"/> Loan detail report <input type="checkbox"/> Eligibility reports		
<b>Service-specific reports</b> <input type="checkbox"/> Automatic Enrollment Annual Notice <input type="checkbox"/> Automated Mandatory Distribution Recipient <input type="checkbox"/> Payroll Bridge Report <sup>1</sup>		
Empower recommends that at least two users receive all applicable file feeds and must have PSC access.		
<sup>1</sup> Limited to one. Marking this box will override any current user listed in this role.		

**Please return all pages to your Client Service Manager.**





**CONTACT CHANGER REQUEST #2**

Contact information		
<input type="radio"/> <b>Add/Change contact</b> – Contact roles assigned based on the selections below. <input type="radio"/> <b>Remove contact</b> – All contact roles and PSC access will be terminated for the individual(s) listed below.		
<input type="radio"/> <b>Replace</b> _____ with the individual listed below. <small>Replacing a contact will transfer all contact roles to the new individual. The contact being replaced will have their contact roles and PSC access terminated. Plan contact role selections below will be ignored.</small>		
<b>Name</b>	<b>Subsets</b> (if applicable) <input type="checkbox"/> All <input type="checkbox"/> Limited to: <small>(enter below)</small>	
<b>Address</b>	Division(s)	
<b>City, State ZIP</b>	Pay Center(s)	
<b>Phone</b>		
<b>Email address</b>		
<b>Employer</b> <small>If different from plan</small>		
<b>Current PSC username</b> <small>If previously issued</small>		
Plan contact roles (as applicable to your plan)		
<b>Primary contact roles</b> <input type="checkbox"/> Primary Plan Contact <sup>1</sup> <input type="checkbox"/> Authorized signer <sup>2</sup> <input type="checkbox"/> Primary Compliance Contact <sup>1,5</sup> <input type="checkbox"/> Payroll Contact <sup>2</sup> <input type="checkbox"/> Loan Contact <sup>1,2</sup>	<b>Standard contact roles</b> <input type="checkbox"/> Secondary Plan Contact <input type="checkbox"/> Secondary Compliance Contact <sup>6</sup> <input type="checkbox"/> Plan Summary Report <sup>2,5</sup>	<b>Other contact roles</b> <input type="checkbox"/> Trustee <sup>3</sup> <input type="checkbox"/> Proxy Contact <sup>4</sup>
<small><sup>1</sup>Marking this box will override any current contact listed in this role  <sup>2</sup>This contact role requires PSC access  <sup>3</sup>May require a plan amendment  <sup>4</sup>For plans with employer stock only  <sup>5</sup>Assigned with PSC access (may opt out)  <sup>6</sup>Applicable to plans with Empower compliance services</small>		
PSC file feed reports (as applicable to your plan's services)		
<b>Standard reports</b> <input type="checkbox"/> Deferral report <input type="checkbox"/> Loan detail report <input type="checkbox"/> Eligibility reports		
<b>Service-specific reports</b> <input type="checkbox"/> Automatic Enrollment Annual Notice <input type="checkbox"/> Automated Mandatory Distribution Recipient <input type="checkbox"/> Payroll Bridge Report <sup>1</sup>		
<small>Empower recommends that at least two users receive all applicable file feeds and must have PSC access.</small>		
<small><sup>1</sup> Limited to one. Marking this box will override any current user listed in this role.</small>		

**Please return all pages to your Client Service Manager.**



### PLAN SERVICE CENTER LOGIN REQUEST #1

To obtain access to plan information through PSC, complete the following (additional pages may be attached if needed). See the **User type & access options section** for detailed access level options and descriptions.

Mark this box if this user should be disabled: <input type="checkbox"/>	
Name:	Current PSC username: (if applicable)
Email Address:	Phone:
Secure PIN: ____ ____ ____ ____ <i>Select any combination of four (4) numbers, which will be used for caller authentication.</i>	
Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/>	
<i>(if applicable):</i> <input type="checkbox"/> Limited to: Divisions(s): _____ Paycenter(s): _____	
<b>User type &amp; access options:</b> <i>Please select only one option and indicate the required access by selecting the appropriate options.</i>	
<b>Sponsor/plan employee</b>	
<input type="checkbox"/> <b>Standard access provides the ability to have:</b>	
1) <b>Participant/Payroll access:</b> Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information.	
2) <b>Compliance access:</b> Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services.	
3) <b>To do list access:</b> Approve participant withdrawal requests, plan/participant notifications and participant enrollments.	
4) <b>File Sharing access:</b> View, upload or delete files.	
5) <b>Reporting access:</b> Ability to generate reports.	
<b>OR</b>	
<input type="checkbox"/> <b>Alternative access:</b> If the user should <u>not</u> have the standard access described above, please select the appropriate level of access for each of the below categories ( <u>File Sharing access and Reporting access will be included by default</u> ):	
1) <b>Participant/Payroll access:</b>	
<input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access	
OR	
<input type="checkbox"/> <b>View only</b> for participant and plan data. No payroll, plan expense or banking information access	
2) <b>Compliance access:</b>	
<input type="checkbox"/> No compliance access	
3) <b>To do list access:</b>	
<input type="checkbox"/> No to do list access	
<input type="checkbox"/> <b>Auditor standard access:</b>	
Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing.	
<input type="button" value="Clear options"/>	

**Please return all pages to your Client Service Manager.**



**PLAN SERVICE CENTER LOGIN REQUEST #2**

To obtain access to Plan information through PSC, complete the following (additional pages may be attached if needed). **See the Access Options and Descriptions section for detailed access level options and descriptions.**

Mark this box if this user should be disabled: <input type="checkbox"/>	
Name:	Current PSC username: (if applicable)
Email Address:	Phone:
Secure PIN: ____ ____ ____ ____ <i>Select any combination of four (4) numbers, which will be used for caller authentication.</i>	
Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/>	
<i>(if applicable):</i> <input type="checkbox"/> Limited to: Divisions(s): _____ Pay center(s): _____	
<b>Usertype &amp; access options:</b> <i>Please select only one option and indicate the required access by selecting the appropriate options.</i>	
<b>Sponsor/plan employee</b>	
<input type="checkbox"/> <b>Standard access provides the ability to have:</b>	
<ul style="list-style-type: none"> <li>1) <b>Participant/Payroll access:</b> Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information.</li> <li>2) <b>Compliance access:</b> Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services.</li> <li>3) <b>To do list access:</b> Approve participant withdrawal requests, plan/participant notifications and participant enrollments.</li> <li>4) <b>File Sharing access:</b> View, upload or delete files.</li> <li>5) <b>Reporting access:</b> Ability to generate reports.</li> </ul>	
<b>OR</b>	
<input type="checkbox"/> <b>Alternative access:</b> <u>If the user should <i>not</i> have the standard access described above, please select the appropriate level of access for each of the below categories (<i>File Sharing access and Reporting access will be included by default</i>):</u>	
<ul style="list-style-type: none"> <li>1) <b>Participant/Payroll access:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access</li> <li style="text-align: center;">OR</li> <li><input type="checkbox"/> <b>View only</b> for participant and plan data. No payroll, plan expense or banking information access</li> </ul> </li> <li>2) <b>Compliance access:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> No compliance access</li> </ul> </li> <li>3) <b>To do list access:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> No to do list access</li> </ul> </li> </ul>	
<input type="checkbox"/> <b>Auditor standard access:</b>	
Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing.	
<input type="button" value="Clear options"/>	

**Please return all pages to your Client Service Manager.**



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

**TO:** VWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager  
**SUBMITTED BY:** Brad Adams, Plant Superintendent  
**DATE:** 3/15/2023

**SUBJECT: RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE EQUIPMENT FOR THE REHABILITATION OF FOUR PRIMARY CLARIFIERS FROM MISCO WATER SOUTHWEST, THE SOLE SOURCE PROVIDER FOR EVOQUA, FOR AN AMOUNT NOT TO EXCEED \$202,000**

---

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact:</b>	<b>\$ 202,000</b>
<input type="checkbox"/>	<b>Information Only</b>	<input checked="" type="checkbox"/>	<b>Account Code:</b>	<b>01-02-535-6010-9999</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/ Approved</b>	

---

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners authorize the General Manager to purchase equipment for the rehabilitation of four primary clarifiers from the Misco Water Southwest, the sole source provider for Evoqua, for an amount not to exceed \$202,000.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

The primary clarifiers are an important part of the wastewater treatment process. Following the removal of trash and grit the wastewater then passes through the primary clarifiers where the water is slowed down and solids are allowed to settle to the bottom of the primary clarifier channels. A large chain driven system with numerous paddles slowly moves the solids in the bottom of the channel to a pipeline, where a pumping system then moves the solids to the digesters. These chain driven systems within the clarifiers are running all the time and require regular maintenance. After a number of years of operation, it is often necessary to do a complete replacement of all the equipment to assure proper operations and to lessen regular maintenance costs.

The equipment in the primary clarifiers 5 through 8 have been in operation for 15 years without a complete replacement of all the parts. Recent equipment failures have been significant for these

clarifiers, and it is now become necessary to purchase the replacement parts to ensure their proper operation in the future. The replacement materials are only manufactured by one company, Evoqua. This company utilizes sole source distributors in regions across the United States. VVWRA's sole source distributor for this equipment is Misco Water Southwest. VVWRA staff contacted our local distributor, Misco Water, to acquire a quote for the necessary equipment that totaled \$202,000 (Exhibit 1). The distributor also provided us with a letter confirming their sole source status with Evoqua Technologies equipment (Exhibit 2).

Based on these findings Staff recommends that the Board of Commissioners authorize the General Manager to purchase equipment for the rehabilitation of four primary clarifiers from the Misco Water Southwest, the sole source provider for Evoqua, for an amount not to exceed \$202,000.

**EXHIBITS:**

Exhibit 1: Misco Water / Evoqua Quote Sheets

Exhibit 2: Misco Water / Evoqua Sole Source Letter



# EXHIBIT 1



Proposal For: VICTOR VALLEY WASTEWATER  
Marcos Avila  
20111 SHAY RD  
VICTORVILLE, CA 92394-8539  
Phone: 760 269-5439  
Mavila@vwwra.com

James Moore  
Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188  
Phone: 262-521-8368  
james.a.moore@evoqua.com

### Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W3T422188</b> CHAIN,NCS720S-NX POLY 6"P 120" F28 ATT(1 Reference #: 303-80515-6	184 EA	\$270.91	\$49,847.44
2	<b>W2T319411</b> TOOL-CHAIN ASSY,NCS720S/-NX/NCS360S,STL Reference #: 603-31204-80	4 EA	\$250.18	\$1,000.72
3	<b>W3T365964</b> Sprocket-Shear Pin,N78-11T,1.62"B,316S H Reference #: 603-82163-187	4 EA	\$2,052.36	\$8,209.44
4	<b>W2T315343</b> PIN-SHEAR, .375"DIA X 1.50", 2340 SH.VAL Reference #: CA1943-15	24 EA	\$8.36	\$200.64
5	<b>W3T396141</b> HUB-BALL,SPLIT 3.50"SHFT,W/GRS,BLK,PU; Reference #: 403-50300-08	8 EA	\$547.30	\$4,378.40
6	<b>W3T307728</b> SPROCKET,720/730 17T STATIC 5.05"B BLK Reference #: 303-80346-20	24 EA	\$1,151.30	\$27,631.20
7	<b>W2T319464</b> BRNG,SLEEV;3.5 IN ID;4.94 IN OD;UHMW-PE Reference #: 603-31141-8	24 EA	\$191.55	\$4,597.20
8	<b>W3T307696</b> SPROCKET,NCS720S 23T KEYED 3.50"B BLK Reference #: 303-80343-8	8 EA	\$965.46	\$7,723.68
9	41708-110-101 wear strip hardware	1	\$2,989.61	\$2,989.61
10	41708-113-1 3x8x197" sigma + flight	23	\$395.27	\$9,091.21
11	303-80278-30 3x8x202" sigma + flight	69	\$456.09	\$31,470.21
12	<b>W2T292219</b> SPACER-FLT,8"SIG+,4.81X6.81X2.88", POLY Reference #: 303-70267-1	184 EA	\$7.75	\$1,426.00



13	<b>W2T120477</b> SHOE-WEAR,RETURN,L 3 X 3 X .5 X 4",UHMW Reference #: 303-2097-1	184 EA	\$7.18	\$1,321.12
14	<b>W2T118570</b> SHOE-WEAR,CARRY,3X3X 0.5 X 5.5",BLK,UHMW Reference #: 303-2099-1	184 EA	\$8.36	\$1,538.24
15	<b>W2T269956</b> HARDWARE KIT- 8" SIG+ FLIGHT W/RTRN SHOE Reference #: 303-60660-80	95 KT	\$50.16	\$4,765.20
16	<b>W2T269844</b> WEAR STRIP, .38 X 3.00 X 120.00, UHMW Reference #: 303-80410-1	160 EA	\$51.48	\$8,236.80
17	<b>W2T269847</b> WEAR STRIP, .38 X 3.00 X 120.00, UHMW Reference #: 303-80410-2	16 EA	\$80.88	\$1,294.08
18	<b>W2T269849</b> WEAR STRIP, .38 X 3.00 X 60.00", UHMW Reference #: 303-80410-3	8 EA	\$46.16	\$369.28
19	<b>W3T6313</b> Field Service tech to oversee install  One (1) trip - one (1) day at site. two (2) days travel.	1 EA	\$8,400.00	\$8,400.00

Currency: USD

Item(s) Subtotal:	<b>\$174,490.47</b>
Sales Tax:	<b>\$12,872.01</b>
Shipping and Handling Charges:	<b>\$14,300.00</b>
<b>Total Net Price:</b>	<b>\$201,662.48</b>

**Proposal Notes**  
Lead time is 14-17 weeks ARO

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 308.68 for November 2022. If the MMPI exceeds 317.94 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 317.94.



Further Evoqua’s price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions

**Please provide tax exempt certificate with purchase order.**

Our Manufacturer Rep in your area is:

Representative: Steve Wallace  
Company: TW ASSOCIATES INC - MISCOWATER SOUTHWEST  
List Address: 27101 Burbank, Suite B  
Foothill Ranch, CA, 92610  
Phone:  
Email: [swallace@miscowater.com](mailto:swallace@miscowater.com)



# Payment Terms and Delivery

## PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

## Shipping Information

- Prepaid and Add: Shipping and Handling Charge

## Terms

- This quote is valid until 04-03-2023
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

### Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to: james.a.moore@evoqua.com
- You may also mail to:
  - Evoqua Water Technologies
  - N19W23993 Ridgeview Pkwy, Suite 200
  - Waukesha, WI 53188



**Evoqua Water Technologies Banking Details**

**ACH - CTX**

**Evoqua's preferred payment method is via ACH - CTX:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: **044000037**  
Wire Routing / ABA: **021000021**  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**Paper checks via Postal Service**

**Paper checks via Postal Service:**

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

**Paper checks via Overnight / Courier**

**Paper checks via Overnight / Courier:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***

**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any

claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.



16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:**

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

**Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:**

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

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

# EXHIBIT 2



N19W23993 Ridgeview PKwy Suite 200  
Waukesha, WI 53188  
Phone: 262-547-0141  
Fax: 262-547-4120

## Sole Source Letter

**Attn: Marcos Avila**  
**760-269-5439**  
**20111 Shay Rd**  
**Victorville, Ca. 92394**  
[Mavila@vwwra.com](mailto:Mavila@vwwra.com)

**Date: 03/07/2023**  
James Moore  
Evoqua Water Technologies  
262-521-8368  
[James.a.moore@evoqua.com](mailto:James.a.moore@evoqua.com)

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This document is to confirm that Evoqua Water Technologies LLC is the OEM for Envirex, Rexnord, US Filter and Siemens equipment listed on quote 2022-546153. Miscowater is our sales Representative.

Sincerely,

James Moore  
Senior Account Specialist



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



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

***For the Quarter Ended December 31, 2022***

Executive Summary of Financial Statements

**For the Quarter Ended December 31, 2022**

1. Cash balance on December 31, 2022, is \$16,353,077 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	\$ 1,446,868
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,976,961
Reserve for SRF Payments (P&I) - Operating	2,749,738
Reserve for SRF Payments (P&I) - Capital	1,553,204
Cash Available for Operations and Capital	<u>7,626,307</u>
Total Cash	<u>\$ 16,353,077</u>

2. The financial statements for the quarter ended December 31, 2022, show a deficit of \$1,734,211 (a cumulative year-to-date deficit of \$2,024,434) to reflect \$3,841,336 (a cumulative \$5,758,777) depreciation expense. The depreciation expense is a part of financial statements but does not affect our cash flow.
3. The user fee revenue for the quarter is higher than a budgeted average quarterly amount by \$103,420. The connection fee revenue received during the quarter is lower than a budgeted average quarterly amount by \$357,970. The expenses are usually what the staff processed during the quarter that may not match corresponding revenues. The staff will record matching expenses at a year-end by accruing incurred costs.



Xiwei Wang, Accounting Supervisor

Victor Valley Wastewater Reclamation Authority  
**CASH AND RESERVE SUMMARY**  
 December 31, 2022

G/L Account	Description	Balance	% of Total
1000	DCB Checking Account	\$ 1,113,000	6.81%
1030	DCB Sweep Account	3,988,159	24.39%
1070	LAIF	887,049	5.42%
1075	Cal Trust	10,364,870	63.38%
	Total Cash	<u>\$ 16,353,077</u>	<u>100.00%</u>

G/L Account	Description	Beginning Balance	Deposits or (Disbursement)	Ending Balance
1070	LAIF	884,040	3,009	887,049
	Quarterly Interest Earned			Quarterly Yield
	1,651			0.19%

G/L Account	Description	Beginning Balance	Deposits or (Market Fluctuations)	Ending Balance
1074/1075	Cal Trust	10,273,823	91,047	10,364,870
	Quarterly Interest Earned excluding Value Fluctuation			Quarterly Yield
	64,933			0.63%

	Current Balance	Restricted	Assigned
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,446,868	\$	\$ 1,446,868
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,976,961		2,976,961
Reserve for SRF Payments (P&I) - Operating	2,749,738	2,749,738	
Reserve for SRF Payments (P&I) - Capital	1,553,204	1,553,204	
Cash Available for Operations and Capital	7,626,307	-	
Total Cash	<u>\$ 16,353,077</u>	<u>\$ 4,302,942</u>	<u>\$ 4,423,829</u>

**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	\$ 770,708	257,745	203,725	625,220	892,340	\$ 2,749,738
Reserve for SRF Payments (P&I) - Capital	515,054	-	67,909	399,731	570,510	1,553,204
	<u>\$ 1,285,762</u>	<u>257,745</u>	<u>271,634</u>	<u>1,024,951</u>	<u>1,462,850</u>	<u>\$ 4,302,942</u>

*Payment Schedule*

	Month	Amount
Upper Narrows Replacement	December	257,745
NAVI	February	258,152
Subregional - AV	February	1,024,951
Subregional - HES	February	1,462,850
Phase III-A	June	1,027,611
Nanticoke	June	271,633
		<u>\$ 4,302,942</u>

- Notes:
- The above investments are in compliance with the VVWRA investment policy.
  - The above investments are made based on the prediction that the Authority will meet its anticipated expenditure requirements for the next six months.

**Victor Valley Wastewater Reclamation Authority**  
**Statement of Net Position**  
**December 31, 2022**

<i>Assets and Deferred Outflows of Resources</i>	<b>2023</b>
<b>Current assets:</b>	
Cash and cash equivalents	\$ 16,840,427
Interest receivable	4,115
Accounts receivable	6,584,592
Accounts receivable - Lease	1,122,654
Accounts receivable - Other	5,407
Allowance for Doubtful Accounts	(102,480)
Materials and supplies inventory	21,861
Prepaid expenses and other deposits	652,513
<b>Total current assets</b>	<b>25,129,089</b>
<b>Fixed assets:</b>	
Capital assets not being depreciated	2,965,650
Capital assets being depreciated	157,513,990
<b>Total capital assets</b>	<b>160,479,640</b>
<b>Total assets</b>	<b>185,608,729</b>
<b>Deferred outflows of resources</b>	
Deferred outflows of resources - OPEB	830,800
Deferred outflows of resources - pension	1,380,361
	<u>2,211,161</u>
<b>Total</b>	<b>\$ 187,819,890</b>
<b><i>Liabilities, Deferred Inflows of Resources, and Net Position</i></b>	
<b>Current liabilities:</b>	
Accounts payable and accrued expenses	\$ 1,018,587
Accrued interest on long-term debt	216,311
Long-term liabilities - due within one year:	-
Compensated absences	107,652
Lease payables	202,920
Loans payables	3,371,095
Other payables	-
<b>Total current liabilities</b>	<b>4,916,565</b>
<b>Non-current liabilities:</b>	
Long-term liabilities - due in more than one year:	
Compensated absences	322,958
Other post employment benefits payable	3,362,746
Lease payables	129,234
Loans payable	68,172,581
Net pension liability	4,096,340
Other payables	-
<b>Total non-current liabilities:</b>	<b>76,083,859</b>
<b>Total liabilities</b>	<b>81,000,424</b>
<b>Deferred inflows of resources</b>	
Deferred inflows of resources - OPEB	693,421
Deferred inflows of resources - pension	3,665,745
Deferred inflows of resources - lease	985,185
	<u>5,344,351</u>
<b>Net position:</b>	
Net investment in capital assets	93,442,191
Restricted for capital projects	-
Restricted for SRF loan covenant	4,302,942
Unrestricted	5,754,416
Decrease in net position FY 2023	(2,024,434)
<b>Total net position</b>	<b>101,475,115</b>
<b>Total</b>	<b>\$ 187,819,890</b>

**Victor Valley Wastewater Reclamation Authority**  
**Revenues and Expenses**  
**Operations and Maintenance**  
For the Quarter Ended December 31, 2022

	Quarter Actual October- December	YTD Actual FY 22-23	Approved Budget FY 22-23
<b>REVENUES</b>			
User Charges	\$ 5,135,686	\$ 10,186,246	\$ 20,129,066
Sludge Flow Charge	47,835	91,854	144,000
High Strength Waste Surcharges	1,726	8,057	38,400
Post Consumer Food Waste Revenue	136,984	234,074	960,000
Septage Receiving Facility Charges	189,517	430,912	645,240
Reclaimed Water Sales	16,279	32,218	110,644
Potable Well Water Sales	390	762	2,220
Interest	279	563	-
Pretreatment Fees	9,775	27,100	55,150
FOG Revenue	30,377	45,147	144,000
Grant - CalRecycle	-	-	-
Grant - USDA	-	-	-
Lease	30,000	60,000	220,000
Settlement Revenue	-	-	440,000
Sale of Assets, Scrap, & Misc Income	8,717	9,085	-
<b>Total REVENUES</b>	<b>\$ 5,607,565</b>	<b>\$ 11,126,018</b>	<b>\$ 22,888,720</b>
<b>EXPENSES</b>			
Personnel	\$ 1,652,500	\$ 3,749,225	\$ 7,160,432
Maintenance	746,589	1,442,247	3,854,345
Operations	1,005,760	2,139,608	5,076,702
Administrative	504,928	1,173,252	2,427,436
Construction and Capital Purchases	21,384	76,243	619,203
<b>Total EXPENSES</b>	<b>\$ 3,931,161</b>	<b>\$ 8,580,575</b>	<b>\$ 19,138,118</b>
<b>Revenues over Expenses before Depreciation, Debt Service and Transfers</b>	<b>\$ 1,676,404</b>	<b>\$ 2,545,443</b>	<b>\$ 3,750,602</b>
Depreciation Expense	3,841,336	5,758,777	-
FEMA CalOES Retention	-	-	-
<b>DEBT SERVICE</b>			
SRF Principal	\$ -	\$ -	\$ 2,128,289
SRF Interest	45,153	45,153	621,449
	<u>\$ 45,153</u>	<u>\$ 45,153</u>	<u>\$ 2,749,738</u>
<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>\$ (2,210,085)</b>	<b>\$ (3,258,487)</b>	<b>\$ 1,000,864</b>

Victor Valley Wastewater Reclamation Authority  
Revenues and Expenditures  
**Capital**  
For the Quarter Ended December 31, 2022

	Quarter Actual October- December	YTD Actual FY 22-23	Approved Budget FY 22-23
<b>REVENUES</b>			
Connection Fees	\$ 477,726	\$ 1,328,585	\$ 3,342,782
Title 16 Grant - Subregional	-	-	-
Grant- Water Recycling	-	-	-
Sale of Assets, Scrap, & Misc Income	-	-	-
Interest	75,333	125,033	60,000
Grant - CalRecycle	-	-	-
Grant - USDA	-	-	-
CEC Microgrid Grant	-	-	-
FMV Adjustment	26,113	(66,127)	-
<b>Total REVENUES</b>	<u>\$ 579,172</u>	<u>\$ 1,387,491</u>	<u>\$ 3,402,782</u>
<b>CAPITAL EXPENSES</b>			
Personnel	\$ -	-	-
Maintenance	-	-	-
Operations	-	-	-
Administrative	-	(2,054)	-
Construction	90,859	143,053	-
<b>Total CAPITAL EXPENSES</b>	<u>\$ 90,859</u>	<u>\$ 140,999</u>	<u>\$ -</u>
<b>Revenues over Expenses before Debt Service and Transfers</b>	<u>\$ 488,313</u>	<u>\$ 1,246,492</u>	<u>\$ 3,402,782</u>
<b>DEBT SERVICE</b>			
SRF Principal	\$ -	-	\$ 1,242,807
SRF Interest	12,439	12,439	310,397
	<u>\$ 12,439</u>	<u>\$ 12,439</u>	<u>\$ 1,553,204</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>\$ 475,874</u>	<u>\$ 1,234,053</u>	<u>\$ 1,849,578</u>

*Accrual Basis*

**Victor Valley Wastewater Reclamation Authority**  
**Statements of Cash Flows**  
**For the Quarter Ended December 31, 2022**

		<u>2023</u>
Cash flows from operating activities:		
Cash receipts from customers	\$	4,900,101
Cash paid to employees for salaries and wages		(1,565,826)
Cash paid to vendors and suppliers for materials and services		<u>(2,915,483)</u>
Net cash provided by operating activities		<u>418,792</u>
Cash flows from capital and related financing activities:		
Acquisition and construction of capital assets		(21,384)
Payments for flood damage		-
Proceeds from connection fees		477,726
Proceeds from grant funding		-
Proceeds from loans		-
Principal and Interest paid for long-term debt		<u>(257,745)</u>
Net cash provided by (used in) capital and related financing activities		<u>198,597</u>
Cash flows from investing activities:		
Proceeds from sale of investments		-
Investment earnings		<u>100,207</u>
Net cash provided by investing activities		<u>100,207</u>
Net increase in cash and cash equivalents		717,596
Cash and cash equivalents, beginning of quarter		<u>16,122,831</u>
Cash and cash equivalents, end of quarter	\$	<u><u>16,840,427</u></u>
Reconciliation of cash and cash equivalents to the statements of net position:		
Cash and cash equivalents	\$	<u>16,840,427</u>
Total cash and cash equivalents	\$	<u><u>16,840,427</u></u>



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
SRF LOAN SUMMARY  
December 31, 2022

	Existing North Apple Valley Interceptor	Existing Phase IIIA Regulatory Upgrades	Existing UN Replacement Project	Existing Nanticoke Pump Station Bypass	Existing Apple Valley Sub-Regional	Existing Hesperia Sub-Regional	Total Agreed SRF Loans
<b>SRF LOAN #</b>	<b>4658</b>	<b>5376</b>	<b>7805</b>	<b>7833</b>	<b>4806</b>	<b>4807</b>	
Original Amount Financed	\$ 4,084,688.00	\$ 18,581,561.00	\$ 4,286,380.00	\$ 4,495,212.79	\$ 26,455,228.84	\$ 37,758,384.81	\$ 95,661,455.44
SRF Interest Rate (fixed)	2.50%	2.70%	1.90%	1.90%	1.00%	1.00%	Varies
Local Match Amount	-	-	-	-	-	-	-
Principal Forgiveness	n/a	<b>3,000,000.00</b>	n/a	n/a	n/a	n/a	3,000,000.00
SRF Amount Borrowed	4,084,688.00	15,717,667.66	4,286,380.00	4,495,212.79	26,455,228.84	37,758,384.81	92,797,562.10
Annual Payment Amount	258,151.05	1,027,609.73	257,745.38	271,632.70	1,024,950.85	1,462,850.30	4,302,940.01
Annual Payment Due Date	February 13	June 30	December 31	June 30	February 28	February 28	Varies
Loan Term (years)	20	20	20	20	30	30	Varies
Years remaining	2	10	10	15	26	26	Varies
<b>DEBT SERVICE</b>							
<b>Loan Outstanding Balance</b>	<b>497,566.56</b>	<b>8,901,466.82</b>	<b>2,163,886.45</b>	<b>3,516,534.08</b>	<b>23,363,963.31</b>	<b>33,345,970.53</b>	<b>71,789,387.75</b>
Principal Paid to Date	3,587,121.44	6,816,200.84	2,122,493.55	978,678.71	3,091,265.53	4,412,414.28	21,008,174.35
Interest Paid to Date	1,024,051.24	3,402,121.33	375,533.03	379,484.79	1,008,537.87	1,438,986.92	7,628,715.18
First Payment Date	Feb. 13, 2005	June 30, 2013	Dec. 31, 2016	Jun 30, 2018	February 28 2019	February 28 2019	Varies
Final Payment Date	Feb. 13, 2024	June 30, 2032	Dec. 31, 2032	Jun. 30, 2037	February 28, 2048	February 28, 2048	Varies
Effective interest rate	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*

*4<sup>th</sup> Quarter 2022*

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

**TO:** Board of Commissioners

**FROM:** Brad Adams – Director of Operations and Maintenance

**SUBJECT:** Operations & Maintenance Report

**DATE:** Mar 8, 2023

The following information details the operation of the Victor Valley Wastewater Reclamation Authority for the fourth quarter of 2022. Included in this report is pertinent information regarding flows, process control information, process sampling, permit requirements, operations activities, and facility maintenance activities.

### Pertinent Flow / Receiving Data

Month	October	November	December	Quarterly Total
Total Flow Influent Flow	341 MG	341 MG	350 MG	1031 MG
Total Flow to Mojave	159 MG	120 MG	166 MG	445 MG
Total Flow to Perc Ponds	182 MG	208 MG	178 MG	568 MG
Total 3W Flow to American Organics	1.3 MG	.66 MG	2.1 MG	4.1 MG
Total 3W Flow to Victorville	0 MG	0 MG	0 MG	0 MG
Total Hesperia Influent Flow	12.1 MG	10.9 MG	11.2 MG	34.2 MG
Total 3W Flow to Hesperia	10.5 MG	8.6 MG	3.5 MG	22.7 MG
Total Apple Valley Influent Flow	6.3 MG	6.8 MG	6.6 MG	19.7 MG
Total 3W Flow to Apple Valley	0 MG	0 MG	0 MG	0 MG
Total Septage Received	.52 MG	.51 MG	.56 MG	1.6 MG
Total ADM/FOG Received	.93 MG	.92 MG	1.3 MG	3.1 MG
Total Digester Gas Production	11.78 M SCF	18.96 M SCF	21.85 M SCF	52.59 M SCF

### Work Order Activity

KPI	Count				Percent			
	Oct	Nov	Dec	Total	Oct	Nov	Dec	Total
Planned Work Total	193	183	237	613				
Planned Work Completed	193	183	237	613	100.00%	100.00%	100.00%	100.00%
Planned Work Completed On-Time	186	175	224	585	96.37%	95.63%	94.51%	95.43%
Planned Work Incomplete	0	0	0	0	0%	0%	0%	0%
Planned Work Completed Late	6	7	13	26	3.11%	3.83%	5.49%	4.24%
Reactive Work Completed	119	139	120	378	29.75%	38.40%	29.85%	32.47%
PM Work Completed	251	190	260	701	62.75%	52.49%		60.22%
Total Work Completed	400	362	402	1164				

## VVWRA RWWTP Activities

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH and conductivity probes cleaned and calibrated.
  - TSS and Turbidity probes were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**
  - No permit violations.
- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Vehicle safety inspections completed monthly.
  - Gas Monitor inspections completed monthly.
  - Eyewash safety showers inspected monthly.
  - SCBA inspections completed monthly.
  - Hazardous storage area inspection completed.
  - Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Aqua guard pre-treatment screen inspected and serviced, as necessary.
  - Headwork's conveyor belt lubed and inspected.
  - Grit classifier PMs completed.
  - Monthly daft lube PMs completed.
  - Primary clarifier shear pins replaced as needed.
  - Primary sludge pump PMs completed.
  - Pillar blower inspections completed.
  - Service air compressors inspected and serviced, as necessary.
  - Waukesha engine inspections completed.
  - Turblex blowers inspected and serviced, as necessary.
  - Monthly tertiary filters platform PMs completed.
  - Monthly tertiary filter cleaning PMs completed.
  - Monthly tertiary filter festoon inspections completed.
  - UV System cleaning PMs completed.
  - DAFT Air Compressor PMs completed.
  - DAFT monthly PMs completed.
  - Monthly UREA refills on CHPs completed.
  - CHP exhaust differential pressure readings taken.
  - CHP gas differential pressure readings taken.

## Operations Activities

- **BNR Process**
  - a. Maintained permit compliance throughout BNR process.
- **Aqua Diamond Filters**
  - a. Aqua Aerobics came onsite to inspect installation.
- **CoDigestion**
  - All 5 Digesters Operating well producing gas.

## Maintenance Activities

- **Process Equipment**
  - a. Waukesha engines 4 and 5 Source testing completed.
  - b. Blower 4&5 duplex strainer water installation completed.
- **Vactor Cleaning**
  - a. Septage Receiving Grit Chamber.
  - b. Septage EQ basin.
  - c. Storm Drains.
  - d. Food waste receiving tanks.
- **Pump services / Replacement.**
  - a. Post Consumer Food Waste tank 1 and 2 transfer pump repaired.
  - b. Digester clean out pump replaced.
  - c. GBT Pump transfer pump repair completed.

## VWVRA Apple Valley WRP Activities

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH probes cleaned and calibrated.
  - Turbidity analyzers were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**
  - No permit violations.
- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Gas Monitor inspections completed monthly.

- Eyewash safety showers inspected monthly.
- Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Fine screens inspected and serviced, as necessary.
  - Aerzen process blower inspections completed and serviced, as necessary.
  - Aerzen MBR blower inspections completed and serviced, as necessary.
  - UV System cleaning PMs completed.
  - MBR system PMs completed, as necessary.

### **Operations Activities**

- **MBR Basins**
  - Weekly maintenance cleans performed per manufacturer's recommendation.
  - Newest version of Fibracast membranes have been ordered and are scheduled to be delivered middle of August.
- **MBR Replacement**
  - Train 2 Media were replaced.

### **Maintenance Activities**

- **Otoe Lift Station**
  - a. Vactor truck cleaning of sewage wet well.
- **PMs / Inspections**
  - a. Inspection and maintenance of MCCs, and PLC cabinets completed.
  - b. Mechanical equipment PMs and inspections completed.

### **VVWRA Hesperia WRP Activities**

- **Permit Continuous Monitoring Requirements**
  - Permit required monitoring equipment was on-line and working properly.
  - PH probes cleaned and calibrated.
  - Turbidity analyzers were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Intensity probe verifications completed monthly.
- **Permit Violations**
  - No permit violations.

- **Sampling**
  - All permit required samples for were collected and processed.
- **Safety**
  - Gas Monitor inspections completed monthly.
  - Eyewash safety showers inspected monthly.
  - Spill kit inspections completed.
- **Backup Generator Tests**
  - Routine testing of the backup generators completed monthly.
- **Essential Equipment Maintenance**
  - Fine screens inspected and serviced, as necessary.
  - Aerzen process blower inspections completed and serviced, as necessary.
  - Aerzen MBR blower inspections completed and serviced, as necessary.
  - UV System cleaning PMs completed.
  - MBR system PMs completed, as necessary.

### **Operations Activities**

- **MBR Basins**
  - Weekly maintenance cleans performed per manufacturer's recommendation.
  - Newest version of Fibracast membranes have been installed on Train 1. Train 2 to be completed by September pending manufacturing supply.
- **3W**
  - Continuously sending water offsite to City of Hesperia recycled water storage tank.
- **MBR Replacement**
  - Train 2 Media were replaced.

### **Maintenance Activities**

- **Hesperia Lift station**
  - a. Vactor truck cleaning of the sewage wet well.
- **PMs / Inspections**
  - a. Inspections and maintenance of MCCs, and PLC cabinets completed.
  - b. Mechanical equipment PMs and inspections completed.
  - c. Fine screen repair completed.



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



**Environmental Compliance Department**

***Septage/FOG/ADM Quarterly Report***

**October-December 2022**

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

Payments and Invoices period: October 1<sup>st</sup> thru December 30<sup>th</sup> – Septage rate per Gallon: \$ 0.12  
FOG/ADM rate per Gallon: \$ 0.05

### Receiving invoices

<b>ID No</b>	<b>Septage/FOG/ADM Hauler</b>	<b>Total Gallons</b>	<b>Invoice Amount</b>
ABS000	Absolute Pumping	108,000	\$12,960.00
ALP000	Alpha Omega Septic Service	53,814	\$6,457.68
BUR000	Burns Septic	276,000	\$32,640
CIS000	Cisneros Bros Plumbing	271,780	\$32,163.60
HDS	HD Septic	65,000	\$7,800.00
HIT000	Hitt Plumbing	20,610	\$2,473.20
HON001	Honest Johns Septic Service, Inc	189,595	\$22,252.32
ROT001	T.R. Stewart Corp. dba Roto-Rooter	288,119	\$34,574.28
SEP005	Septic Control	97,805	\$11,736.36
USA000	USA Septic	224,700	\$26,460
	<b>Totals</b>	<b>1,595,423</b>	<b>\$191,450.76</b>
ALP002	Alpha Omega Septic Service	266,412	\$18,819.25
COW000	Co-West Commodities	337,700	\$16,885.00
FIN001	Finley Industrial Services	841,500	\$42,075.00
HIT001	Hitt Plumbing	3,435	\$171.75
PRE001	PreZero US Services	945,000	\$46,500.00
RIO000	Rios Organics Recovery	195,000	\$9,500.00
USL000	USL Parallel	668,200	\$33,410.00
	<b>Totals</b>	<b>3,257,247</b>	<b>\$162,862.35</b>

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

<b>ID No</b>	<b>Business Name</b>	<b>Payments Received</b>
ABS000	Absolute Pumping	\$11,520.06
ALP000	Alpha Omega Septic Service	\$29,777.11
BUR000	Burns Septic	\$20,640.00
CIS000	Cisneros Bros Plumbing	\$14,472.00
HDS	HD Septic	\$0.00
HIT000	Hitt Plumbing	\$3,400.65
HON001	Honest Johns Septic Service, Inc	\$33,456.00
ROT001	T.R. Stewart Corp. dba Roto Rooter	\$31,853.04
SEP005	Septic Control	\$11,736.60
USA000	USA Septic	\$27,892.80
ALP000	Alpha Omega Septic Service	\$19,948.70
COW000	Co-West Commodities	\$250.00
FIN001	Finely Industrial Services	\$64,000.00
HIT001	Hitt Plumbing	\$1,580.10
PRE01	PreZero US Services	\$14,910. 00
RIO000	Rios Organics Recovery	\$8,473.35
USL000	USL Parallel	\$19,400.00
<b>Grand Total</b>		<b>\$291,531.61</b>

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



## **Environmental Compliance Department Report**

**October-December 2022**

VWRA Environmental Compliance Department  
Industrial Pretreatment Program

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

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### **1. Interceptor's cleaning & CCTV:**

SAVI MH 10 to MH 6 CCTV, CSA42 MH 12-7 jetted completed.

### **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:**

- ✓ None

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

- ✓ Date of last reportable SSO: May 9th, 2022

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

- ✓ The fiscal year 2022-2023 Interceptor sewer maintenance amount remaining for sewer cleaning and inspection services is \$58,695.25.

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

- ✓ A total of Two Hundred and Sixty (260) USA Tickets were received and processed.

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

- ✓ A flow monitoring study by ADS Environmental is continuing.
- ✓ The regional I&I study is ongoing.

## II. Industrial pretreatment Activities:

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1. **New Business Questionnaires and permits applications evaluated:**
  - ✓ Thirteen (13) New Business Questionnaires were processed in Quarter 4 of 2022.
  - ✓ Zero (0) New Business Inspections were conducted in Quarter 4 of 2022.
2. **New permits issued:**
  - ✓ Zero (0) New permit was issued in Quarter 4 of 2022.
3. **Permit renewals issued:**
  - ✓ Twenty-Eight (28) Class III permit renewals were issued in Quarter 4 of 2022.
4. **Work Orders:**
  - ✓ 92 Work Orders were completed in Quarter 4 of 2022.
5. **Monthly revenues collected and invoices issued:**
  - ✓ Revenues: \$7,574.40
  - ✓ Invoiced: \$9,450.00

### III. Industrial Pretreatment Activities (continued)

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**1. Current enforcement actions:**

- ✓ Zero (0) Notices of Violations were issued during Quarter 3 2022.

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

- ✓ The current number of VVWRA's industrial wastewater discharge permits is 90; they are comprised as follows:

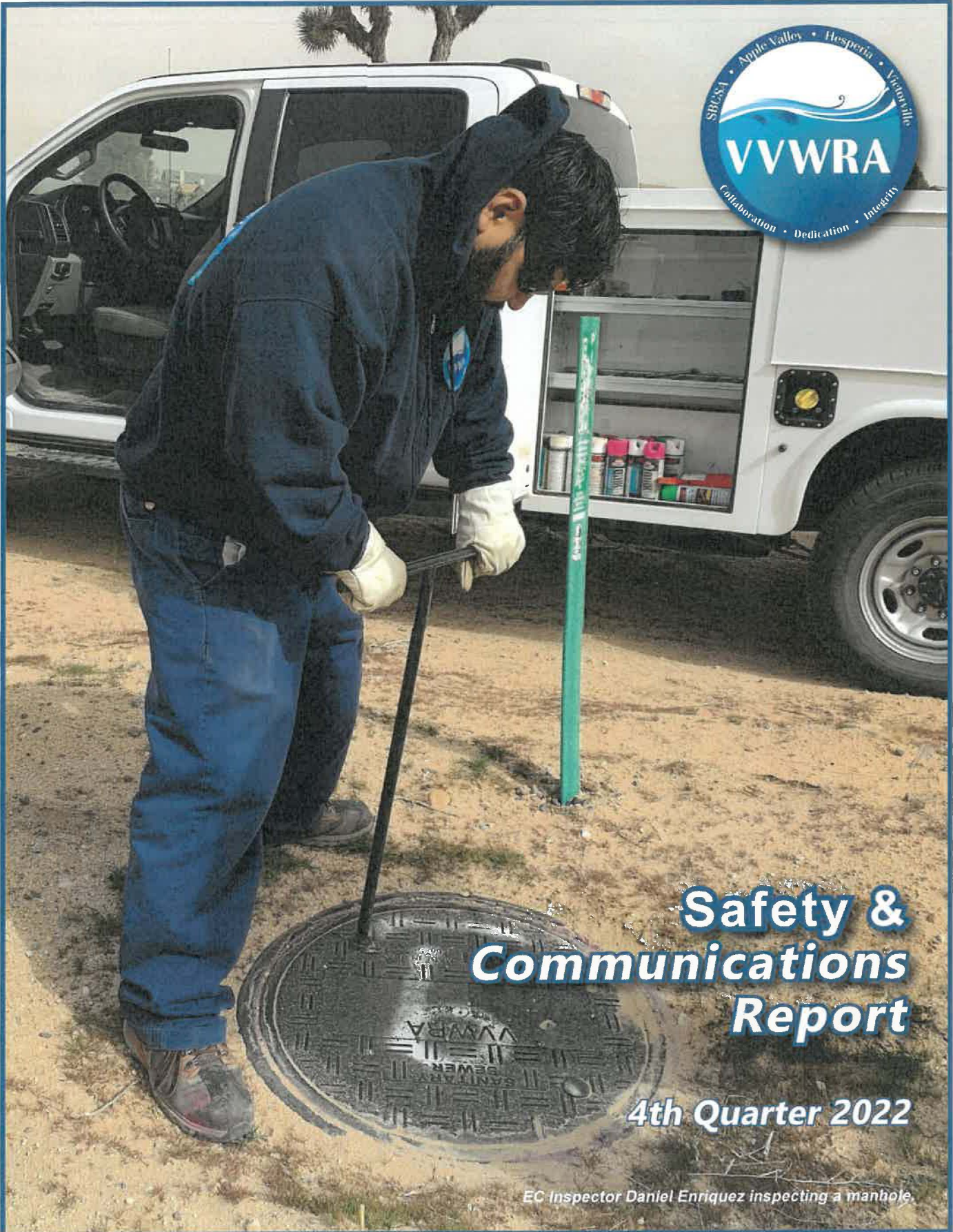
1	Class I	Categorical Industrial User
11	Class II	Non-Categorical Significant Industrial User
61	Class III	Non-Significant Industrial User
2	Class IV	Zero Discharge Industrial User
15	Class V	Sanitary Waste Haulers

- ✓ The permitted establishments include:

14	Automotive Service Facility
1	Brewery/Winery
23	Car Wash/Truck Wash/Bus Wash
8	Dry Cleaner
2	Grocery Store
3	Hospital
3	Misc. Industrial
1	Photographic
1	Print Shop
1	Prison
1	School/Church
3	Water Retail Store
15	Waste Haulers

- ✓ Permitted businesses are distributed among member entities as follows: 32 in Victorville, 12 in Apple Valley and 17 in Hesperia.





**Safety &  
Communications  
Report**

**4th Quarter 2022**

*EC Inspector Daniel Enriquez inspecting a manhole.*





# Safety

## STAFF SAFETY TAILGATE TRAINING CONDUCTED

- Eye washes 10-5-22
- Hand safety 10-12-22
- Earthquake Shake out 10-19-22
  
- Safety Culture 11-2-22
- Forklift Safety 11-9-22
- Slips, trips, falls 11-16-22
  
- Gas detection 12-7-22
- LOTO 12-14-22





# Safety

## Safety Events/ Training

- Safety tailgates
- Daily, weekly and monthly plant inspections
- Staff has been assigned online safety courses
- In person confined space training
- In person overhead crane training
- Monthly safety committee meetings
- CWEA safety committee meeting



## Unsafe Conditions Reported/Resolved

Date of last recordable accident/injury: July 13, 2022

Days since last recordable accident/injury:

**171 Days** as of 12/31/22





# Safety

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

- Safety Tailgates will be conducted weekly
- Safety Committee meeting
- Online training- LOTO
- In-person-Overhead crane training

## Outreach

- New Winter edition of the Purple Pipe newsletter released in December.
- Spring edition of Purple Pipe scheduled for late March release.
- Periodic social media posts on Facebook and Instagram.
- Flag raising event on 11/3/22.