

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.

REGULAR BOARD MEETING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
VICTORVILLE CITY HALL, CONFERENCE ROOM D
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, April 20, 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 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.

Consent Calendar

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a 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 2. Receive, Approve and File Minutes

Poulsen

- Special Board Meeting 03/15/2023

Item 3. Receive, Approve and File March 2023 Disbursement

- Warrant Summary Disbursements

Item 4. River Watch Settlement

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. Recommendation to Adopt Resolution 2023-06 Authorizing the Submittal of a CalRecycle Grant Application as an Eligible Recipient and Providing the General Manager Authority to Sign a Letter of Commitment-Individual Applicant Grant and Payment Programs and a Letter of Designation – Grant and Payments Program

Poulsen

It is recommended that the Board of Commissioners adopt resolution 2023-06 authorizing the submittal of a CalRecycle Organics Grant Program application as an eligible recipient and authorizing the General Manager to sign a letter of designation as signature authority

Board Action Required

Staff Recommendation: Approve as Presented

Item 6. Recommendation to Authorize the General Manager to Have VVWRA Participate As a Victor Valley College Scholarship Sponsor this Year and Approve the Formation of a Future Scholarship Endowment for Next Fiscal Year

Poulsen

It is recommended that the Board of Commissioners authorize the General Manager to allow VVWRA to participate as a Victor Valley College Scholarship

Sponsor this year and approve the formation of a future scholarship endowment for next fiscal year

Board Action Required

Staff Recommendation: Approve as Presented

Staff Reports

Item 7. General Managers Report	Poulsen
Report Range	Board Meeting Date (Thursday)
4 th Quarter October 2022- December 2022	February 16, 2023
1st Quarter January 2023-March 2023	May 18, 2023
2 nd Quarter April 2023-June 2023	September 21, 2023
3 rd Quarter July 2023- September 2023	November 16, 2023
4 th Quarter October 2023- December 2023	February Board 2024

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.

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. The website is updated on Friday preceding any regularly scheduled board meeting.

**MINUTES OF A SPECIAL MEETING
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)
March 15, 2023**

CALL TO ORDER: Chair Dakota Higgins called the meeting to order at 7:38 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

**ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64)
TOWN OF APPLE VALLEY
CITY OF VICTORVILLE
CITY OF HESPERIA** **Dakota Higgins, Chair
Scott Nassif, Vice-Chair
Debra Jones, Secretary
Larry Bird, Treasurer**

VWVRA Staff and Legal Counsel:

**Darron Poulsen, General Manager
Kristi Casteel, Executive Assistant
Piero Dallarda, Legal Counsel (BB&K)
David Wylie, Safety & Communications Officer
Brad Adams, Director of O&M
Robert Coromina, Director of Administration
Hillary Chavez, Administrative Assistant**

Guest Present:

**Doug Robertson, Town of Apple Valley
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. There is a written public comment that was distributed to the Board prior to Closed Session from Mary LaPlante, City Employees Associates - regarding an item 2 on closed session

**Moved: Commissioner Bird Second: Commissioner Nassif
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 8:50 AM.

REPORT FROM CLOSED SESSION

Piero stated that the Board met in closed session on item 2 under Government Section Code 54957/54957.6/54954.5 (f) in a matter of appeal of termination of Mr. Julio Espinoza and the Board after having met and received recommendations from the sub-committee that was created by the Board on the matter, has decided to uphold the termination of Mr. Espinoza and legal counsel has been instructed to share a detailed decisions and findings that will be shared with both sides immediately after the meeting today.

PUBLIC COMMENTS- REGULAR SESSION AGENDA

NONE

POSSIBLE CONFLICT OF INTEREST

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 4

CONSENT CALENDAR:

3. **Receive, Approve and File Minutes, February 16, 2023**
4. **Receive, Approve and File February 2023 Disbursement**

Moved: Commissioner Nassif

Second: Commissioner Jones

Approval of the Consent Calendar Items 3 and 4 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 4.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Commissioner Bird- Yes

Motion passed by a 4-0 roll call vote

ACTION ITEM:

5. Discussion: California River Watch

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

No Board Action Required

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

The Board will consider approval 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

Moved: Commissioner Bird

Second: Chair Higgins

Approval 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

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 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

The Board will consider approval to 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

Moved: Commissioner Jones

Second: Commissioner Nassif

Approval to 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

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 April 20, 2023 at 7:30 a.m.

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

DATE: April 20, 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 MARCH 2023, check numbers 125068-125109 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$105,020.15</i>	<i>\$1,192,859.62</i>	<i>\$379,770.14</i>	<i>\$1,677,649.91</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 3/1/2023 through 3/31/2023

Vendor Name	Payment #	Date	Total
Airgas Usa, Llc	125068	03/01/2023	\$ 1,729.00
Guardian	125069	03/01/2023	\$ 859.54
Konica Minolta Business Solutions	125070	03/01/2023	\$ 234.18
Multi W Systems, Inc	125071	03/01/2023	\$ 2,409.14
Napa Victorville	125072	03/01/2023	\$ 265.22
Prudential Overall Supply	125073	03/01/2023	\$ 2,518.37
Shredyourdocs.Com	125074	03/01/2023	\$ 114.00
Snap On Industrial	125075	03/01/2023	\$ 180.35
Uline, Inc.	125076	03/01/2023	\$ 524.89
Verizon Wireless	125077	03/01/2023	\$ 2,694.60
Answering 365	125078	03/08/2023	\$ 173.00
Cintas Corporation	125080	03/08/2023	\$ 1,240.00
City Of Victorville / Sanitation	125081	03/08/2023	\$ 3,927.76
Hi-Desert Communications	125082	03/08/2023	\$ 150.00
Liberty Utilities	125083	03/08/2023	\$ 559.19
Royal Industrial Solutions	125084	03/08/2023	\$ 1,682.04
Snap On Industrial	125085	03/08/2023	\$ 11,191.46
Southern Counties Lubricants	125086	03/08/2023	\$ 15,977.79
Swains Electric Motor Service	125087	03/08/2023	\$ 20,380.63
Cintas Corporation	125088	03/15/2023	\$ 2,763.25
Dell Inc.	125089	03/15/2023	\$ 277.51
Harrington Industrial Plastics	125090	03/15/2023	\$ 2,296.27
Hesperia Water District	125091	03/15/2023	\$ 841.25
San Bernardino County Fire Protection Dist	125092	03/15/2023	\$ 1,227.00
Shredyourdocs.Com	125093	03/15/2023	\$ 114.00
Town & Country Tire	125094	03/15/2023	\$ 492.33
Big Sky Electric	125095	03/22/2023	\$ 2,584.00
Bird, Larry	125096	03/22/2023	\$ 100.00
Hesperia Water District	125097	03/22/2023	\$ 788.74
Jones, Debra	125098	03/22/2023	\$ 100.00
Nassif, Scott	125099	03/22/2023	\$ 100.00
The Woodall Group Inc.	125100	03/22/2023	\$ 144.00
Airgas Usa, Llc	125101	03/29/2023	\$ 1,837.14
Atmospheric Analysis And Consulting	125102	03/29/2023	\$ 895.00
Big Sky Electric	125103	03/29/2023	\$ 4,881.00
City Of Victorville / Sanitation	125104	03/29/2023	\$ 4,991.05
Guardian	125105	03/29/2023	\$ 859.54
Hesperia Hose Supply	125106	03/29/2023	\$ 562.71
Konica Minolta Business Solutions	125107	03/29/2023	\$ 266.92
Pete'S Road Service, Inc.	125108	03/29/2023	\$ 8,652.23
Verizon Wireless	125109	03/29/2023	\$ 3,435.05
		Total Checks	\$ 105,020.15
Applied Maintenance Supplies & Solution	20462	03/03/2023	\$ 1,086.83

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 3/1/2023 through 3/31/2023

Vendor Name	Payment #	Date	Total
Caltrol, Inc.	20463	03/03/2023	\$ 3,748.82
Dc Frost Associates, Inc.	20464	03/03/2023	\$ 663.16
Dudek	20465	03/03/2023	\$ 13,412.50
Fha Services, Inc.	20466	03/03/2023	\$ 970.00
Garibay,Alfredo	20467	03/03/2023	\$ 125.00
Graybar Electric Co., Inc.	20468	03/03/2023	\$ 1,790.50
Hach Company	20469	03/03/2023	\$ 6,972.39
Labor Finders	20470	03/03/2023	\$ 5,150.70
Larry Walker Associates	20471	03/03/2023	\$ 8,224.00
Mcgrath Rentcorp	20472	03/03/2023	\$ 5,525.47
Orkin	20473	03/03/2023	\$ 1,052.00
Prestige Golf Cars (A.K.A. Ipc Industries, Inc.)	20474	03/03/2023	\$ 1,322.23
Solenis Llc	20475	03/03/2023	\$ 12,043.93
T-Mobile	20476	03/03/2023	\$ 588.06
U.S. Bank	20477	03/03/2023	\$ 7,325.25
Underground Service Alert Of Southern California	20478	03/03/2023	\$ 67.75
Wageworks, Inc	20479	03/03/2023	\$ 128.75
Waukesha-Pearce Industries, Llc	20480	03/03/2023	\$ 16,152.14
Xylem Dewatering Solutions	20481	03/03/2023	\$ 3,072.41
Yorke Engineering, Llc	20482	03/03/2023	\$ 808.25
A.D.S. Corp.	20483	03/08/2023	\$ 7,700.00
Alertone Service, Inc	20484	03/08/2023	\$ 77,250.00
Applied Maintenance Supplies & Solution	20485	03/08/2023	\$ 1,465.42
Aqua-Aerobic Systems, Inc	20486	03/08/2023	\$ 24,716.15
Babcock Laboratories, Inc.	20487	03/08/2023	\$ 11,222.50
Blackline Safety Corp	20488	03/08/2023	\$ 420.00
Blue Siren, Inc.	20489	03/08/2023	\$ 19,591.00
Cdw Government, Inc	20490	03/08/2023	\$ 742.30
Culligan Water Conditioning	20491	03/08/2023	\$ 611.48
D.K.F. Solutions Group, Llc	20492	03/08/2023	\$ 350.00
Diamond Environmental Services	20493	03/08/2023	\$ 753.36
Dudek	20494	03/08/2023	\$ 16,135.00
Evoqua Water Technologies Llc	20495	03/08/2023	\$ 11,628.72
Fha Services, Inc.	20496	03/08/2023	\$ 456.79
Grainger	20497	03/08/2023	\$ 669.09
Graybar Electric Co., Inc.	20498	03/08/2023	\$ 1,561.06
High Desert Affordable Landscaping	20499	03/08/2023	\$ 5,034.00
Innerline Engineering	20500	03/08/2023	\$ 12,180.00
Labor Finders	20501	03/08/2023	\$ 2,060.28
Orkin	20502	03/08/2023	\$ 174.00
Polydyne Inc.	20503	03/08/2023	\$ 6,220.50
Pro Automation Llc	20504	03/08/2023	\$ 1,690.00
Quincy Compressor	20505	03/08/2023	\$ 1,473.00
Rs Americas, Inc. (Prev. Allied Electronics Inc)	20506	03/08/2023	\$ 761.85

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 3/1/2023 through 3/31/2023

Vendor Name	Payment #	Date	Total
Veteran Janitorial, Llc	20508	03/08/2023	\$ 2,630.00
Xylem Dewatering Solutions	20509	03/08/2023	\$ 12,287.44
Xylem Water Solutions	20510	03/08/2023	\$ 8,760.23
California River Watch	20511	03/08/2023	\$ 30,000.00
Adt Commercial	20512	03/15/2023	\$ 486.76
American Express	20513	03/15/2023	\$ 17,241.66
Applied Maintenance Supplies & Solution	20514	03/15/2023	\$ 898.64
Beck Oil, Inc.	20515	03/15/2023	\$ 41.76
Best, Best & Krieger, L.L.P.	20516	03/15/2023	\$ 59,848.55
Brenntag Pacific, Inc	20517	03/15/2023	\$ 16,862.40
California School Veba	20518	03/15/2023	\$ 733.57
Cdw Government, Inc	20519	03/15/2023	\$ 209.49
Daily Express	20520	03/15/2023	\$ 1,820.00
Dxp Enterprises	20521	03/15/2023	\$ 1,453.68
G.A. Osborne Pipe & Supply	20522	03/15/2023	\$ 2,294.39
Graham Equipment	20523	03/15/2023	\$ 1,467.50
Grainger	20524	03/15/2023	\$ 406.29
Graybar Electric Co., Inc.	20525	03/15/2023	\$ 113.93
Hach Company	20526	03/15/2023	\$ 17,042.19
Labor Finders	20527	03/15/2023	\$ 2,582.72
Michael'S Auto Detail	20528	03/15/2023	\$ 640.00
Prudential Overall Supply	20529	03/15/2023	\$ 1,682.28
Quinn Company	20530	03/15/2023	\$ 64.00
Rockwell Engineering	20531	03/15/2023	\$ 11,992.87
Steen Design Studio Inc	20532	03/15/2023	\$ 30,000.00
Victor Valley Wastewater Employees Assoc	20533	03/15/2023	\$ 675.00
Waxie Sanitary Supply	20534	03/15/2023	\$ 604.52
West Coast Safety Supply	20535	03/15/2023	\$ 2,119.88
Wylie, David	20536	03/15/2023	\$ 88.45
Ziprick & Cramer, Llp	20537	03/15/2023	\$ 12,320.00
Anthony, Donna	20538	03/22/2023	\$ 420.00
Billings, Richard	20539	03/22/2023	\$ 420.00
Correia, Linda	20540	03/22/2023	\$ 420.00
Dagnino, Roy	20541	03/22/2023	\$ 420.00
Davis, Tim	20542	03/22/2023	\$ 420.00
Flint, Terrie Gossard	20543	03/22/2023	\$ 269.02
Gyurcsik, Darline	20544	03/22/2023	\$ 269.02
Hinojosa, Thomas	20545	03/22/2023	\$ 420.00
Keniston, Olin	20546	03/22/2023	\$ 269.02
Main, Randy	20547	03/22/2023	\$ 420.00
Mcgee, Mark	20548	03/22/2023	\$ 420.00
Montgomery, Lillie	20549	03/22/2023	\$ 148.68
Nalian, L. Christina	20550	03/22/2023	\$ 148.68
Nave, Patrick	20551	03/22/2023	\$ 420.00

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 3/1/2023 through 3/31/2023

Vendor Name	Payment #	Date	Total
Applied Maintenance Supplies & Solution	20552	03/22/2023	\$ 2,684.94
Biogas Power Systems- Mojave, Llc	20553	03/22/2023	\$ 64,119.27
Collicutt Energy Services Inc	20554	03/22/2023	\$ 4,164.60
Dxp Enterprises	20555	03/22/2023	\$ 4,161.76
Gierlich Mitchell, Inc.	20556	03/22/2023	\$ 3,760.58
Grainger	20557	03/22/2023	\$ 4,245.14
Graybar Electric Co., Inc.	20558	03/22/2023	\$ 120.54
Hach Company	20559	03/22/2023	\$ 226.20
Higgins, Dakota	20560	03/22/2023	\$ 100.00
Inductive Automation Llc	20561	03/22/2023	\$ 6,202.80
Labor Finders	20562	03/22/2023	\$ 1,285.60
Luhdorff And Scalmanini	20563	03/22/2023	\$ 225.00
Mullikin, Danny	20564	03/22/2023	\$ 228.39
Netgain Networks, Inc	20565	03/22/2023	\$ 89,441.30
Polydyne Inc.	20566	03/22/2023	\$ 12,441.00
Prudential Overall Supply	20567	03/22/2023	\$ 831.16
Rockwell Engineering	20568	03/22/2023	\$ 15,485.92
Siemens Industry Inc.	20569	03/22/2023	\$ 6,403.20
Southern Countracting Co.	20570	03/22/2023	\$ 5,296.06
Tritech Software Systems (Prev. Central Square)	20571	03/22/2023	\$ 14,846.69
U.S.A. Bluebook	20572	03/22/2023	\$ 416.83
Waxie Sanitary Supply	20573	03/22/2023	\$ 235.34
Xylem Water Solutions	20574	03/22/2023	\$ 1,152.16
Applied Maintenance Supplies & Solution	20575	03/29/2023	\$ 56.80
Blue Siren, Inc.	20576	03/29/2023	\$ 3,600.00
Brenntag Pacific, Inc	20577	03/29/2023	\$ 1,448.62
Bsk Associates	20578	03/29/2023	\$ 5,886.25
C.S. Amsco	20579	03/29/2023	\$ 10,839.97
Cdw Government, Inc	20580	03/29/2023	\$ 1,796.78
Collicutt Energy Services Inc	20581	03/29/2023	\$ 3,206.94
Dc Frost Associates, Inc.	20582	03/29/2023	\$ 7,694.09
Dudek	20583	03/29/2023	\$ 15,972.50
Fastenal	20584	03/29/2023	\$ 221.69
G.A. Osborne Pipe & Supply	20585	03/29/2023	\$ 1,585.65
Grainger	20586	03/29/2023	\$ 1,453.93
Graybar Electric Co., Inc.	20587	03/29/2023	\$ 285.45
Labor Finders	20588	03/29/2023	\$ 1,221.32
Misco - T.W. Associates	20589	03/29/2023	\$ 2,090.15
Orkin	20590	03/29/2023	\$ 490.99
Polydyne Inc.	20591	03/29/2023	\$ 37,323.00
Pro Automation Llc	20592	03/29/2023	\$ 1,300.00
Procurement Consulting Services, Llc.	20593	03/29/2023	\$ 600.00
Prudential Overall Supply	20594	03/29/2023	\$ 830.55
Qed Environmental Systems, Inc.	20595	03/29/2023	\$ 2,371.48

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 3/1/2023 through 3/31/2023**

Vendor Name	Payment #	Date	Total
Quincy Compressor	20596	03/29/2023	\$ 458.30
Rockwell Solutions	20597	03/29/2023	\$ 5,016.22
Siemens Industry Inc.	20598	03/29/2023	\$ 411.08
U.S. Bank	20599	03/29/2023	\$ 9,908.11
Victor Valley Wastewater Employees Assoc	20600	03/29/2023	\$ 675.00
Wageworks, Inc	20601	03/29/2023	\$ 134.00
Waukesha-Pearce Industries, Llc	20602	03/29/2023	\$ 2,576.28
Sparkletts Drinking Water	DFT03840	03/02/2023	\$ 1,265.29
Ups	DFT03841	03/02/2023	\$ 77.91
Principal Life Ins. Co.	DFT03839	03/02/2023	\$ 3,109.26
Lincoln Financial Group	DFT03837	03/02/2023	\$ 5,680.67
Lincoln Financial Group	DFT03838	03/02/2023	\$ 80.11
Southern California Edison	DFT03847	03/09/2023	\$ 73,476.31
Southern California Edison	DFT03848	03/09/2023	\$ 866.42
Town Of Apple Valley	DFT03850	03/09/2023	\$ 188.24
Southwest Gas Company	DFT03849	03/09/2023	\$ 51,861.75
Konica Minolta Business Solutions	DFT03846	03/09/2023	\$ 391.50
Ups	DFT03876	03/16/2023	\$ 501.20
Flyers Energy, Llc	DFT03873	03/16/2023	\$ 1,661.09
Southern California Edison	DFT03874	03/16/2023	\$ 20,912.74
Southern California Edison	DFT03875	03/16/2023	\$ 1,459.73
Ups	DFT03883	03/23/2023	\$ 26.66
Southwest Gas Company	DFT03880	03/23/2023	\$ 31.83
Southwest Gas Company	DFT03881	03/23/2023	\$ 104.14
Southwest Gas Company	DFT03882	03/23/2023	\$ 103.29
Southwest Gas Company	DFT03878	03/23/2023	\$ 114,393.89
Southern California Edison	DFT03879	03/23/2023	\$ 14,385.38
Flyers Energy, Llc	DFT03886	03/30/2023	\$ 1,707.97
Spectrum (Prev. Charter Communications)	DFT03890	03/30/2023	\$ 5,158.86
Quadient Leasing Usa, Inc	DFT03887	03/30/2023	\$ 242.51
Quadient Leasing Usa, Inc	DFT03888	03/30/2023	\$ 293.98
Total ACH & EFT's			\$ 1,192,859.62

Approved



Total Checks	\$ 105,020.15
Total ACH and EFT's	\$ 1,192,859.62
Total Payroll - March 2023	379,770.14
Total	\$ 1,677,649.91

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”), effective as of the last date of execution below (“Effective Date”), is made by and between California River Watch, a California nonprofit corporation (“CRW”), and Victor Valley Wastewater Reclamation Authority (“VWVRA”), a California joint powers authority. CRW and VWVRA are sometimes hereinafter each referred to as “Party” or collectively as the “Parties.”

RECITALS

A. CRW is an Internal Revenue Code § 501(c)(3) nonprofit, public benefit corporation organized under the laws of the State of California, dedicated to protecting, enhancing, and helping to restore the surface and ground waters of California including coastal areas, rivers, creeks, streams, wetlands, vernal pools, aquifers and associated environs, biota, flora, and fauna, and to educating the public concerning environmental issues associated with these environs.

B. VWVRA is a joint powers authority established in or about 1978 through the combined powers of the City of Victorville, the Town of Apple Valley, the City of Hesperia and the County of San Bernardino, acting on behalf of County Services Areas No. 42 (Oro Grande) and No. 64 (Spring Valley Lakes). VWVRA owns the Victor Valley Regional Wastewater Treatment Plant (“Plant”) and approximately forty five (45) miles of trunk interceptor lines and facilities that convey wastewater to the Plant. VWVRA does not own or operate the collection systems in the jurisdictions of its member agencies.

C. On or about August 8, 2022, CRW sent VWVRA a Notice of Violations and Intent to File Suit under the Clean Water Act (“CWA Notice”), alleging violations of the Clean Water Act (“CWA”) 33 U.S.C. §1365, a copy of which is attached to this Agreement as **Exhibit A**.

D. VWVRA denies any and all of CRW’s allegations and claims as set forth in the CWA Notice.

E. The Parties, through their authorized representatives, and without either adjudication of CRW’s claims or admission by VWVRA of any alleged violation or other wrongdoing, have chosen to resolve and settle all disputes, obligations, and purported or actual claims or causes of action, which may exist by and between CRW and VWVRA, including without limitation any disputes, obligations, claims and/or causes of action that were or could have been asserted in or pursuant to the CWA Notice.

F. The Parties agree that it is in their mutual interest to enter into this Agreement setting forth the terms and conditions appropriate to resolve CRW’s allegations as set forth in the CWA Notice.

NOW, THEREFORE, in consideration of the execution of this Agreement and the releases, satisfactions and promises made herein, it is hereby agreed upon by the Parties as follows:

TERMS AND CONDITIONS

1. PARTIES BOUND BY THIS AGREEMENT

This Agreement, and each of its provisions, including all representations, warranties, and promises contained herein, binds and inures to the benefit of CRW and VVWRA, and each of their respective assigns, present and future affiliates, parents, subsidiaries, predecessors and successors in interest whether by merger, consolidation, or otherwise, as well as their respective representatives, agents, and administrators, past, present, and future. The term of this Agreement ends on the “Termination Date,” which is the date upon which all of the requirements under Section 3 of this Agreement are completed by VVWRA or five (5) years from the Effective Date, whichever is sooner.

2. DEFINITIONS

2.1. Collection System: The VVWRA-owned and operated system of gravity sewer lines and other assets such as pump/lift stations and manholes designed to collect municipal, commercial, and/or industrial wastewater and convey it to the Plant for treatment. Collection System only applies to the VVWRA-owned and operated system, and not to the separate collection systems of VVWRA member agencies.

2.2. Condition Assessment: A report that summarizes the results of the inspection, rating, and evaluation of the existing condition of the Collection System. For sewer lines, inspection is based upon closed circuit television (“CCTV”) inspection for structural defects. Pipe conditions are assigned a grade such as the Pipeline Assessment and Certification Program (“PACP”) rating system developed by the National Association of Sewer Service Companies, or a similar scoring system developed by VVWRA. For force mains, the condition assessment may include a desktop study, leak detection, and/or gas pocket detection using acoustic sensing technologies or similarly accepted industrial detection methods. For maintenance holes, the condition assessment may include Manhole Assessment and Certification Program (“MACP”) Level 1 and Level 2 inspections. The Level 1 inspection provides basic condition assessment information to evaluate the general condition of a manhole. The purpose of the Level 2 inspection is to gather detailed information to fully document all defects, determine condition of the manhole, and provide the specific information needed to recommend corrective action.

2.3. Significantly Defective: A sewer pipe is considered to be Significantly Defective if its condition receives a structural grade of 4 or 5 based on the PACP rating system. The PACP assigns grades based on the significance of the defect, extent of damage, percentage of flow capacity restriction, and/or the amount of pipe wall loss due to deterioration. Grades are assigned as follows:

- 5 — Most significant defect
- 4 — Significant defect
- 3 — Moderate defect
- 2 — Minor to moderate defect
- 1 — Minor defect

2.4. Inundation: Any weather-related event or other event which causes any manhole cover in the Collection System to become submerged under two (2) inches or more of water.

2.5. Risk Basis: VVWRA's response to a Sewer System Overflow ("SSO") based upon the risk that the SSO may result in endangerment to human health or the environment, prioritizing that response to those locations, and using all available resources to address the SSO.

2.6. Chemical Root Control: The application of any chemical agent to kill or abate plant roots which invade the Collection System. VVWRA does not currently use chemical root control and has no plans to use chemical root control in the future.

2.7. Infectious Vector: Any organism or virus capable of causing disease in humans.

2.8. Statewide WDR: State Water Resources Control Board Order No. 2006-0003-DWQ, *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, as amended by State Water Resources Control Board Order No. WQ 2013-0058-EXEC.

3. REMEDIAL MEASURES

In exchange for the delivery, execution, and performance of this Agreement and of the Release and Covenant Not to Sue by CRW as provided herein, VVWRA shall perform the requirements described in this Section 3 for a period of two (2) years following the Effective Date of this Agreement. CRW acknowledges VVWRA has already implemented or is in the process of implementing some of remedial measures provided for below. VVWRA reserves the right, in its sole discretion, to determine: (i) which persons shall perform any work described herein, including contractors; and (ii) the scope and technical details of, and the manner to implement, such work subject to review and approval by the Regional Water Quality Control Board, Central Valley Region ("RWQCB"), or such other regulatory agency as may, from time to time, exercise jurisdiction with respect to environmental matters.

3.1. Collection System Repair. VVWRA shall repair, rehabilitate, replace, abandon or re-inspect any segment of a gravity sewer line located within two hundred (200) feet of the Mojave River found to be Significantly Defective if, in VVWRA's professional judgment, it determines such Significantly Defective segment may pose a risk to human health or the environment. If VVWRA determines that such Significantly Defective segment does not pose a risk to human health or the environment, VVWRA shall create a written record of its analysis, which record will be provided to CRW upon request and will be maintained during the term of this Agreement.

3.2. SSO Response. VVWRA shall, after the Effective Date of this Agreement:

3.2.a. Respond to all SSOs on a Risk Basis regardless of size or location. High risk SSOs are discharges in any location which pose an imminent and substantial endangerment to public health or the environment. Staff training shall continue to be maintained in order to respond to all SSOs on a Risk Basis.

3.2.b. Perform water quality sampling and testing on all SSOs that may pose a risk to health or the environment, said sampling and testing to be completed in accordance with Section D.7 of the Statewide WDR.

3.2.c. Consistent with VVWRA's Sewer System Management Plan ("SSMP"), post and maintain appropriate public notification signs and barricades to keep vehicle and pedestrian traffic away from contact with spilled sewage during SSO response and cleanup.

3.3. Percolation Pond Monitoring. The Parties acknowledge that the water held in VVWRA's percolation ponds which does not evaporate will infiltrate to the groundwater system and eventually migrate to the Mojave River. VVWRA shall, after the Effective Date of this Agreement:

3.3.a. Calculate the combined amount of water that the VVWRA system contributes to the Mojave River via both the direct discharge of water through Discharge Point 001 and through the groundwater system. This combined amount shall be calculated by adding the total amount of water discharged through Discharge Point 001 to the total amount of water conveyed to the percolation ponds.

3.3.b. VVWRA shall insure that all of the constituents that it currently samples for in its sampling and analysis of the percolation monitoring wells adjacent to the Mojave River are also sampled at Discharge Point 001, such that a comparison may be made between the quality of those constituents sampled at the monitoring wells and the quality of those same constituents measured at Discharge Point 001.

3.4. Chemical Root Control Procedures. VVWRA does not use Chemical Root Control and does not have any plans to use Chemical Root Control in the future. If VVWRA makes a decision to use Chemical Root Control during the term of this Agreement, it will do so using only those chemicals specifically approved and listed by the federal Environmental Protection Agency or the RWQCB. Applications of chemicals shall comply with the recommendations of the manufacturer of the chemical and as required by Cal-OSHA. Within one (1) year prior to the decision to use Chemical Root Control during the term of this Agreement, VVWRA shall develop methods for the safe and effective application of Chemical Root Control, which methods shall include:

3.4.a. Using root control agents that have a half-life of sixty (60) days or less and the breakdown products of which are non-toxic to aquatic plants or animals;

3.4.b. Maintaining records identifying the area being treated including a map identifying locations where treatment occurred, the chemical(s) used, including the MSDS sheets, and the amount of chemicals applied; and,

3.4.c. If VVWRA observes vegetation die-off in a pattern that suggests root control agents have escaped from the Collection System and caused plant mortality, VVWRA shall take action to avoid recurrence.

3.5. Infectious Vector Protocol. VVWRA shall comply with all relevant guidelines promulgated by the Center for Disease Control and the San Bernardino County Department of

Public Health for the protection of VVWRA employees and the public from any Infectious Vector to which those persons might be exposed through direct or indirect contact with sewage.

3.6. Updating of VVWRA's SSMP. When VVWRA updates its SSMP as required by State Water Resources Control Board Regulations, VVWRA shall also update its current SSMP and Overflow Emergency Response Plan ("OERP") to include the remedial terms set forth in Section 3 of this Agreement. VVWRA's SSMP shall be kept current and properly certified. All documents relating to the certification shall be posted on VVWRA's website.

3.7. Collection System Inundation: VVWRA shall periodically inspect maintenance hole cover seals located within the FEMA 100-year flood zone to assess whether they will perform their intended function of preventing inflow to the Collection System when they are subject to Inundation.

3.8. Training. VVWRA shall, within six (6) months after the Effective Date of this Agreement, continue or renew its training program to ensure that all SSOs are reported, and that the volume and fate of the discharge is accurately detailed in VVWRA's California Integrated Water Quality System ("CIWQS") reports.

4. ATTORNEYS' COSTS AND FEES

Within 30 calendar days after the Effective Date of this Agreement, VVWRA shall pay CRW the sum of Thirty Thousand Dollars (\$30,000.00) as reimbursement for CRW's investigative and attorneys' fees and costs. Payment shall be made to CRW in the form of a single check payable to "California River Watch" and mailed to the Law Office of Jack Silver, 708 Gravenstein Highway North, # 407, Sebastopol, CA 95472. Said payment shall constitute full and complete satisfaction of all costs and attorneys' fees incurred by CRW that have been or could have been claimed in connection with this matter up to and including the Effective Date of the Agreement, and for CRW's expert and attorneys' fees and costs for monitoring and enforcing VVWRA's compliance with the ongoing obligations under this Agreement up to and including the Termination Date of this Agreement.

5. RELEASE

It is the intent of the Parties that the execution and delivery of this Agreement constitutes a full and complete satisfaction of all rights, claims and demands by CRW against the VVWRA with respect to any and all allegations or claims made in the CWA Notice or any Clean Water Act violation, if any, that occurred on or before the Effective Date, with regard to VVWRA's Wastewater Treatment Plant and Collection System. CRW on behalf of itself and any and all of its agents, representatives, successors, members, and assigns, except as otherwise provided for herein, does hereby absolutely, fully and forever release, relieve, remise and discharge VVWRA and its past and present employees, officers, directors, attorneys, and the predecessors, successors, and assigns of any of them, from all causes of action, claims, damages, penalties, demands, actions, attorneys' fees, costs of suit, and liabilities of every kind or nature whatsoever, arising exclusively out of the specific claims asserted in the CWA Notice or that otherwise occurred on or before the Effective Date concerning the operation and ownership of VVWRA's Collection System ("**Claims**"). The release provided for herein shall be valid and effective

whether the Claims hereby released (i) were known or unknown, suspected or unsuspected, (ii) were based in contract, tort, statute, or otherwise, or (iii) arise at law or in equity. The release shall survive the termination of this Agreement, whether by satisfaction of the terms and conditions hereof or operation of law.

The release contained in this Section 5 is intended to be complete and final as to VVWRA and to cover (1) known Claims asserted in the CWA Notice, and also (2) unknown Claims not asserted in the CWA Notice, which, if known by CRW at the time of executing this Agreement, might have affected its actions. Accordingly, CRW expressly waives the benefit of the provisions of section 1542 of the California Civil Code with respect to the released claims only, which section provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge that each has specifically reviewed with its attorney the meaning and effect of the release set forth herein, the language of California Civil Code Section 1542, and the waiver contained herein. The Parties acknowledge that their attorneys have fully explained the impact of these provisions, and the Parties knowingly accept the risks associated with these provisions.

6. COVENANT NOT TO SUE

For a period of five (5) years after the date Effective Date of this Agreement, CRW agrees that neither CRW, its officers, executive staff, members of its governing board, nor any organization under the control of CRW, its officers, executive staff, members of its governing board, will serve any Notice of Violations and Intent to Sue or file any lawsuit against VVWRA seeking relief for alleged violations of the CWA, nor will CRW initiate, support, or assist in any such lawsuit against VVWRA brought by other groups or individuals by providing financial assistance, personnel time, or any other affirmative actions. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any dispute, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of the releases contained herein.

7. DISPUTE RESOLUTION

CRW and VVWRA shall make good faith efforts to resolve informally any alleged breach of this Agreement. Disputes between CRW and VVWRA concerning any alleged breach of this Agreement shall be subject to the following dispute resolution procedures. Failure to satisfy the payment condition set forth in Section 4 is a substantial breach of this Agreement and relieves CRW of its obligations under this Agreement.

7.1. Good Faith Negotiations. CRW and VVWRA shall make good faith efforts to resolve informally any alleged breach of the Agreement. If informal efforts to resolve the alleged breach are unsuccessful, the Party claiming a breach shall provide written notice of the alleged breach and that Party's intent to initiate the dispute resolution procedure of this

Section 7. The notice shall include a recitation of all facts and circumstances giving rise to the dispute, including the particular provisions of this Agreement alleged to have been breached.

7.2. Mediation. If the dispute is not resolved by the Parties within thirty (30) days after such notice is given, such dispute shall be submitted to mediation before a mutually agreeable neutral mediator. The Parties shall share equally the cost of the mediator and each bear their own costs and attorneys' fees incurred in connection with such mediation.

7.3. If CRW asserts that VVWRA is in violation of this Agreement, and VVWRA corrects the action or inaction within sixty (60) days after written notice from CRW describing the asserted violations, no further enforcement action under the terms of this Agreement, including the dispute resolution process described in this Section 7, shall be taken by either party.

8. FORCE MAJEURE

VVWRA shall not be deemed in default or breach of this Agreement by reason of any event which constitutes a force majeure. For purposes of this Agreement, a force majeure is defined as any event arising from causes beyond the reasonable control of VVWRA or its contractors that delays or prevents performance, including, without limitation, acts of God, acts of war, acts of terrorism, fire, explosion, extraordinary weather events, restraint by court order or public authority, or other causes beyond VVWRA's reasonable control. Neither increased costs nor economic hardship shall constitute a force majeure.

9. NO ADMISSION

This Agreement is the direct result of a compromise of disputed allegations and claims. As such, this Agreement shall not, for any purpose, be considered as an admission of liability by VVWRA, nor shall the payment of any sum of money in consideration for the execution of this Agreement constitute or be construed as an admission of any liability by VVWRA which expressly denies any such liability or wrongdoing.

10. GENERAL PROVISIONS

10.1. Construction. The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, except as to those terms defined by law, in the CWA, or specifically herein.

10.2. Choice of Law. This Agreement shall be governed by the laws of the United States, and where applicable, the laws of the state of California, without regard to principles of conflict of laws.

10.3. No Admission. This Agreement is the direct result of a compromise of disputed allegations and claims. As such, this Agreement shall not, for any purpose, be considered as an admission of liability by VVWRA, nor shall the payment of any sum of money in consideration for the execution of this Agreement constitute or be construed as an admission of any liability by VVWRA, which expressly denies any such liability or wrongdoing.

10.4. Notices. All notices, consents, approvals, requests, demands and other communications (collectively, “Notice”) which the Parties are required to, or desire to serve upon or deliver to the other Party shall be by electronic mail only, if possible, in which case the date of delivery shall be deemed the next business day (if the email is delivered after 3:00 pm Pacific Time) addressed as set forth below:

If to CRW: California River Watch
290 South Main St. # 817
Sebastopol, CA 95472
Email: US@nriverwatch.org

AND Jack Silver, Esq.
Law Office of Jack Silver
708 Gravenstein Highway North, #407
Sebastopol, CA 95472
Tel: (707) 528-8175
Email: Lhm28843@sbcglobal.net

If to VVWRA: Victor Valley Wastewater Reclamation Authority
Attn: General Manager
20111 Shay Road
Victorville, CA 92394-8539

AND Shawn Hagerty, Esq.
BEST, BEST & KREIGER
655 W. Broadway, Suite 1500
San Diego, CA 92101-8493
Tel: (619) 525-1327
Email: Shawn.Hagerty@bbklaw.com

The foregoing addresses may be changed by Notice given in accordance with this Section. Any Notice sent by electronic mail shall be deemed received upon electronic transmission thereof provided the sender does not receive electronic notice of non-delivery. If the date of receipt of any Notice to be given hereunder falls on a weekend or legal holiday, then such date of receipt shall automatically be deemed extended to the next business day immediately following such weekend or holiday for purposes of calculating time periods commencing upon the date of service.

10.5. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall evidence one and the same document.

10.6. No Assignment. Each Party to this Agreement represents and warrants that it has not assigned, transferred, hypothecated, or sold to any third person or entity, any of the rights or obligations released by or entered into under this Agreement.

10.7. Attorneys' Fees. Other than the payment to CRW under Section 4 of this Agreement, each Party shall bear its own past and future attorneys' fees and costs relating to the subject matter of this Agreement.

10.8. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever.

10.9. Parties' Acknowledgment of Terms. This Agreement has been carefully and fully read and reviewed by CRW and VVWRA, which hereby represent that the contents of this Agreement are understood and agree that this Agreement is binding on each Party or its respective predecessors, successors, and assigns and as described above.

10.10. Interpretation and Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the United States and the State of California without regard to principles of conflicts of law. This Agreement shall be interpreted and construed as a whole, according to its fair meaning and not strictly for or against any Party, and without regard to which Party drafted the Agreement or any section thereof.

10.11. Headings. The headings used in this Agreement are for convenience of reference and shall not be used to define any provision.

10.12. Entire Agreement in Writing. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter set forth herein and supersedes all previous or contemporaneous negotiations, commitments (oral or written), and writings with respect to the subject matter set forth herein.

10.13. Modification or Amendment. This Agreement, including any of its provisions, may be modified or amended only by written agreement executed by all Parties to this Agreement.

10.14. Representations and Warranties. This Agreement is given voluntarily, free of undue influence, coercion, duress, menace, or fraud of any kind. No Party, nor any officer, agent, employee, representative, or attorney of or for any Party, has made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and no Party is relying upon any statement, representation, or promise of any other Party, nor of any officer, agent, employee, representative, or attorney of or for any Party, in executing this Agreement or in making the settlement provided herein, except as expressly stated in this Agreement.

10.15. Authority. Each of the persons signing this Agreement on behalf of an entity represents and warrants that he or she has actual authority and capacity to execute the Agreement on behalf of the entity and to bind it to all of the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

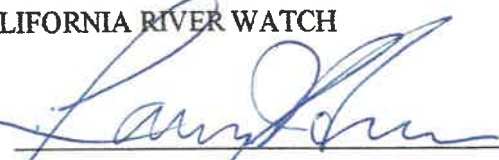
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

By: 

Its: GENERAL MANAGER

Dated: 2/23/2023

CALIFORNIA RIVER WATCH

By: 

Its: Larry Hanson, Board President

Dated: 2/22/2023

Signatures continued on next page

APPROVED AS TO FORM:

ON BEHALF OF VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

By: MA

Its: Attorney, Shawn Hagerty

Dated: Feb. 23, 2023

ON BEHALF OF CALIFORNIA RIVER WATCH

By: Jack
Its: Attorney JACK SILVER

Dated: Feb. 21, 2023

EXHIBIT A

Law Office of Jack Silver

708 Gravenstein Hwy North, Suite 407 Sebastopol, CA 95472-2808
 Phone 707-528-8175 Email JSilverEnvironmental@gmail.com



***Via Certified Mail –
 Return Receipt Requested***

August 8, 2022

Board of Commissioners
 Darron Poulsen, General Manager
 Managing Agent
 Victor Valley Wastewater Reclamation Authority
 20111 Shay Road
 Victorville, CA 92394-8539

Re: Notice of Violations and Intent to File Suit Under the Federal Water Pollution Control Act (Clean Water Act)

Dear Commissioners, Mr. Poulsen and Managing Agent:

STATUTORY NOTICE

This Notice is provided on behalf of California River Watch (“River Watch”) in regard to violations of the Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1251 et seq., that River Watch alleges are occurring through the ownership and operation of the Victor Valley Wastewater Reclamation Authority Regional Wastewater Treatment Plant and associated sewer collection system.

River Watch hereby places the Victor Valley Wastewater Reclamation Authority (“Discharger”), as owner and operator of the Victor Valley Regional Wastewater Treatment Plant (“Facility”) and associated sewer collection system, on notice that following the expiration of sixty (60) days from the date of this Notice, River Watch will be entitled under CWA § 505(a), 33 U.S.C. § 1365(a), to bring suit in the U.S. District Court against the Discharger for continuing violations of an effluent standard or limitation pursuant to CWA § 301(a), 33 U.S.C. § 1311(a), and the Lahontan Regional Water Quality Control Board, (“RWQCB”), Water Quality Control Plan (“Basin Plan”), as the result of violations of the Discharger’s National Pollution Discharge Elimination System (“NPDES”) Permit.

The CWA regulates the discharge of pollutants into navigable waters. The statute is structured in such a way that all discharges of pollutants are prohibited with the exception of enumerated statutory provisions. One such exception authorizes a discharger, which has been issued a permit pursuant to CWA § 402, 33 U.S.C. § 1342, to discharge designated pollutants at

Notice of Violations Under the CWA – Page 1

certain levels subject to certain conditions. The effluent discharge standards or limitations specified in an NPDES permit define the scope of the authorized exception to the CWA § 301(a), 33 U.S.C. § 1311(a) prohibition such that violation of a permit limit places a discharger in violation of the CWA. River Watch alleges the Discharger is in violation of the CWA by violating the terms of its NPDES Permit.

The CWA provides that authority to administer the NPDES permitting system in any given state or region can be delegated by the Environmental Protection Agency (“EPA”) to a state or to a regional regulatory agency provided that the applicable state or regional regulatory scheme under which the local agency operates satisfies certain criteria (*see* 33 U.S.C. § 1342(b)). In California, the EPA has granted authorization to a state regulatory apparatus comprised of the State Water Resources Control Board (“SWRCB”) and several subsidiary regional water quality control boards to issue NPDES permits. The entity responsible for issuing NPDES permits and otherwise regulating the Discharger's operations in the region at issue in this Notice is the RWQCB.

While delegating authority to administer the NPDES permitting system, the CWA provides that enforcement of the statute's permitting requirements relating to effluent standards or limitations imposed by the Regional Boards can be ensured by private parties acting under the citizen suit provision of the statute (*see* CWA § 505, 33 U.S.C. § 1365). River Watch is exercising such citizen enforcement to enforce the Discharger's compliance with the CWA.

NOTICE REQUIREMENTS

The CWA requires that any Notice regarding an alleged violation of an effluent standard or limitation, or of an order with respect thereto, shall include sufficient information to permit the recipient to identify the following:

1. Standard, Limitation, or Order Alleged to Have Been Violated

The order violated is NPDES No. CA0102822 *Waste Discharge Requirements, Water Reclamation Requirements, and National Pollutant Discharge Elimination System Permit for the Victor Valley Wastewater Reclamation Authority Regional Wastewater Treatment Plant* (“NPDES Permit”). River Watch has identified specific violations of the Discharger's NPDES Permit including violations of receiving water limitations, effluent limitations, and raw sewage discharges, in addition to failure by the Discharger to either comply with or provide evidence of compliance with all the terms of its NPDES Permit.

2. Activity Alleged to Constitute a Violation

River Watch contends the Discharger has violated the Act as described in this Notice. River Watch contends these violations are continuing or have a likelihood of occurring in the future.

I. Violations of Effluent Limitations and Discharge Prohibitions

A. Following a review of the Discharger's Self-Monitoring Reports, River Watch identifies the following violations of the effluent limitations imposed under NPDES Permit section IV.A.2:

1. September 30, 2021 (Event ID# 1101204) - Exceedance of total nitrogen
2. September 30, 2021 (Event ID# 1101203) - Exceedance of ammonia
3. June 30, 2019 (Event ID# 1070328) - Exceedance of total nitrogen
4. June 19, 2019 (Event ID# 1070327) - Exceedance of total nitrogen
5. June 12, 2019 (Event ID# 1070329) - Exceedance of total nitrogen
6. November 14, 2018 (Event ID# 1058472) - Exceedance of total nitrogen
7. August 11, 2018 (Event ID# 1058471) - Exceedance of total nitrogen.

B. Following a review of the Discharger's Self-Monitoring Reports, River Watch identifies the following violation imposed under NPDES Permit section VII.H:

1. July 17, 2019 (Event ID# 1071292) - Exceedance of chlorine.

C. Following a review of the Discharger's Self-Monitoring Reports, River Watch identifies the following violations imposed under NPDES Permit section IV.C.b.:

1. April 18, 2020 (Event ID# 1074977) - Exceedance of total coliform
2. April 17, 2020 (Event ID# 1074976) - Exceedance of total coliform
3. April 16, 2020 (Event ID# 1074975) - Exceedance of total coliform
4. October 5, 2019 (Event ID# 1071291) - Exceedance of total coliform.

II. Deficient Monitoring Violations

Following a review of the Discharger's Self-Monitoring Reports, River Watch identifies the following deficient monitoring violations:

1. July 29, 2020 (Event ID# 1086966) - Failure to monitor for chromium VI and cyanide
2. July 20, 2020 (Event ID# 1080603) – Failure to monitor for Iron, manganese, and E. coli
3. November 25, 2018 (Event ID# 1058475) - Failure to comply with effluent BOD and TSS monitoring frequency
4. November 25, 2018 (Event ID# 1058474) - Failure to comply with influent pH monitoring frequency
5. November 25, 2018 (Event ID# 1058473) - Failure to comply with influent BOD and TSS monitoring frequency

6. August 05, 2018 (Event ID# 1058470) - Failure to comply with influent BOD and TSS monitoring frequency
7. March 31, 2018 (Event ID# 1047812) - Failure to provide results for parameters related to effluent monitoring
8. January 31, 2018 (Event ID# 1047811) - Failure to provide results for parameters related to effluent monitoring
9. November 01, 2017 (Event ID# 1037505) - Failure to provide parameters related to influent and effluent monitoring
10. October 31, 2017 (Event ID# 1037512) - Failure to provide parameters related to effluent monitoring.

III. Violations of Receiving Water Limitations and Impacts to Beneficial Uses

Discharges in excess of the Receiving Water Limitations (NPDES Section V) cause prohibited pollution by unreasonably affecting their beneficial uses. In order to protect these beneficial uses, the Discharger is required by its NPDES Permit to ensure that discharges shall not cause the listed limitations to be exceeded. River Watch finds insufficient information in the public record demonstrating the Discharger has monitored for and complied with these receiving water standards.

IV. Violations of Percolation Ponds

Following review of the Discharger's Self-Monitoring Reports, River Watch identifies the following violation of NPDES Requirement Section III:

1. March 13, 2020 (Event ID# 1071833) - Release of 49,285 gallons of raw sewage mixed with stormwater from EQ#3 to North Percolation Ponds 1 and 3.
2. Pollutants from the percolation ponds are reaching the Mojave River.

V. Sanitary Sewer Overflows, Inadequate Reporting of Discharges, Failure to Warn, Failure to Mitigate Impacts, Sewer Collection System Subsurface Discharges

River Watch is understandably concerned as to the effects of both surface and underground Sanitary Sewer Overflows (SSOs) on critical habitat in and around the diverse and sensitive ecosystem of the Discharger. The Discharger's NPDES Permit identifies the beneficial uses of the Mojave River, a navigable water of the United States, which include freshwater habitat, riparian area, wetlands and wildlife, including many state and federally listed threatened or endangered species.

A. Sanitary Sewer Overflows

SSOs, in which untreated sewage is discharged above ground from the sewer collection system prior to reaching the Facility, are alleged to have occurred both on the dates identified in California Integrated Water Quality System (“CIWQS”) Interactive Public SSO Reports and on the dates when no reports were filed by the Discharger, all in violation of the CWA.

Numerous causes for SSOs include stormwater inflow and/or groundwater infiltration (I/I), defects in sewer lines, root intrusion, and blockages due to grease and rags. Currently, the capacity of the Discharger’s sewer collection system is insufficient to handle peak wet weather flows. During heavy storms, the system becomes surcharged, and untreated sewage overflows at various locations eventually draining to the Mojave River, a navigable water of the United States. These SSOs impact the water quality and beneficial uses of these waters. Possible adverse effects on water quality and beneficial uses as a result of SSOs include the following:

- Adverse impacts to fish and aquatic biota caused by bio-solids deposition, oil and grease, and toxic pollutants common in sewage (such as heavy metals, pesticides, personal care products, and pharmaceuticals).
- Creation of a localized toxic environment in the water column as the result of the discharge of oxygen-demanding pollutants that lower dissolved oxygen, and elevated ammonia concentration which is a fish toxicant.
- Impairment of water contact recreation and non-contact water recreation and harm to fish and wildlife as a result of elevated bacteria levels including pathogens.

A review of the Discharger’s CIWQS Spill Public Report – Summary Page identifies **43,795,983** gallons of raw sewage discharged into the environment. Of this total volume, the Discharger admits at least **43,575,028** gallons, or **99%** of the total, reached a surface water. A review of the Discharger’s records indicates an even greater percentage of SSOs reached a drainage to a surface water or a surface water itself. Of the 43,795,983 gallons of sewage spilled, only **204,812** gallons were reported as recovered. The remaining volume was discharged into the environment posing both a nuisance pursuant to Calif. Water Code § 13050(m), and an imminent and substantial endangerment to public health and the environment.

The Discharger’s CIWQS SSO Public Report – Detail Page specifically identifies at least 99% of recent SSOs reported as having reached a water of the United States. Of significant concern is the spill volume in a number of the most recent events:

1. May 05, 2022 (Event ID # 881107) – an SSO estimated at 254,370 gallons occurred at the Hesperia Interceptor (Coordinates 34.5023 -117.27958). All 254,370 gallons reached the Mojave River.
2. November 03, 2021 (Event ID# 877470) – an SSO estimated at 279 gallons occurred at the Oro Grande Interceptor (Coordinates 34.60051 -117.35046). All 279

reached the Mojave River.

3. March 12, 2020 (Event ID # 865607) – an SSO estimated at 4,266 gallons occurred at the Hesperia Interceptor (Coordinates 34.47194 -117.2793). All 4,266 gallons reached the Mojave River.

B. Inadequate Reporting of Discharges

Full and complete reporting of SSOs is essential to gauging their impact to public health and the environment. The Discharger's SSO Reports, which should reveal critical details about each of the SSOs, lack responses to specific questions that would identify the causes and the potential repairs ensuring these violations would not recur. In addition, River Watch's expert believes many of the SSOs reported by the Discharger as partially reaching a surface water did so in greater volume than stated. River Watch's expert also believes that a careful reading of the time when the Discharger received notification of an SSO, the time of its response, and the time at which the SSO ended, too often appear as unlikely estimations. For example:

1. March 12, 2020 (Event ID# 865607) – The estimated spill start time is reported as 6:00 pm on March 12, 2020 and the spill end time is reported as fifteen minutes later at 6:15 pm. The agency notification time and operator arrival time are both reported as 9:54 am March 16, 2020 - four days later. The spill volume is estimated at 4,266 gallons, all of which is reported as having reached a surface water.

2. September 18, 2017 (Event ID# 840122) – The estimated spill start time is reported as 4:30 pm, and the notification time as 4:40 pm, ten minutes later. The operator arrival time was 5:20 pm, but the spill end time is 12:15 am the following day (September 19, 2017). The estimated total volume of the spill is reported as 9,700 gallons, with 9,250 gallons reported as having been recovered and 9,700 gallons reported as having reached land. These amounts totaling 18,950 gallons are inconsistent with the reported volume of the spill.

Given the unlikely accuracy of the times and intervals provided in these reports, it is difficult to consider the stated volumes as accurate. Without accurately reporting the notification time, operator arrival, and the spill end time, there is a danger that the duration and volume of a spill will be underestimated.

C. Failure to Warn

River Watch contends the Discharger is understating the significance of the impacts of its SSOs by failing to post health warning signs for discharges reaching a surface water. For example, despite the obvious risk to health, the Discharger did not post any warning signs to alert the public of the large spills detailed in Event ID #s: 881107, 877470, and 865607.

D. Failure to Mitigate Impacts

The NPDES Permit, Attachment D. Section I. Standard Provisions - Permit Compliance, sub-section C, Duty to Mitigate, states: *“The Discharger must take all reasonable steps to minimize or prevent any discharge in violation of this Order that has a reasonable likelihood of adversely affecting human health or the environment. (40 C.F.R. § 122.41(d).)”*

River Watch contends the Discharger is failing to adequately mitigate the impacts of its SSOs. In addition to compliance with the requirements of its NPDES Permit, the Discharger is subject to the requirements of the *Statewide General Requirements for Sanitary Sewer Systems, Waste Discharge Requirements*, Order No. 2006-0003-DWQ (“Statewide WDR”) governing the operation of sanitary sewer systems. The Statewide WDR requires the Discharger to take all feasible steps, and perform necessary remedial actions, following the occurrence of an SSO including limiting the volume of waste discharged, terminating the discharge, and recovering as much of the wastewater as possible. Further remedial actions include intercepting and re-routing of wastewater flows, vacuum truck recovery of the SSO, cleanup of debris at the site, and modification of the collection system to prevent further SSOs at the site.

A critical remedial measure is the performance of adequate sampling to determine the nature and the impact of the release. As the Discharger is underestimating SSOs which reach surface waters, River Watch contends the Discharger’s sampling on most SSOs is inadequate. For example, no sampling was conducted for the three SSOs reported as having reached a surface water - Event ID #s: 881107, 877470, 865607.

The EPA’s *Report to Congress on the Impacts and Control of CSOs and SSOs* (EPA 833-R-04-001) identifies SSOs as a major source of microbial pathogens and oxygen depleting substances. River Watch finds no record indicating the Discharger has performed any analysis of the impact of its SSOs on aquatic or wildlife habitat, nor any evaluation of the measures needed to restore water bodies designated as habitat from the impacts of SSOs.

E. Sewer Collection System Subsurface Discharges

It is a well-established fact that exfiltration caused by pipeline cracks and other structural defects in a sewer collection system, results in discharges to adjacent surface waters via underground hydrological connections. River Watch alleges untreated sewage is discharged from cracks, displaced joints, eroded segments, etc., in the Discharger’s sewer collection system into groundwater hydrologically connected to surface waters including, but not limited to the Mojave River – a water of the United States. Surface waters become contaminated with pollutants including human pathogens. Chronic failures in the sewer collection system pose a substantial threat to public health.

Studies tracing human markers specific to the human digestive system in surface waters adjacent to defective sewer lines in other systems have verified the contamination of the adjacent waters with untreated sewage. Evidence of exfiltration can also be supported by reviewing mass balance data, I/I data, video inspection, as well as tests of waterways adjacent to sewer lines for

nutrients, human pathogens and other human markers such as caffeine. Any exfiltration found is a violation of the Discharger's NPDES Permit and therefore a violation of the CWA.

3. The Person or Persons Responsible for the Alleged Violation

The entity responsible for the alleged violations identified in this Notice is the Victor Valley Wastewater Reclamation Authority and those of its employees responsible for compliance with the CWA and with any applicable state and federal regulations and permits.

The Discharger, a California Joint Powers Authority founded in 1978, owns, operates, and maintains the Facility and associated sewer collection system. The Discharger serves a 279 square mile area inclusive of Victorville, Hesperia, Apple Valley, and two San Bernardino County service areas (Oro Grande and Spring Valley Lakes). Approximately 284,280 people are served by the Discharger within the northern portion of San Bernardino County.

The Discharger's Regional Wastewater Treatment Plant provides tertiary treatment of domestic and commercial wastewater. An annual average of up to 14 million gallons per day may be discharged to the Mojave River, and up to 22 million gallons per day may be used as reclaimed water. Wastewater may also be discharged to percolation ponds. The sewer collection system consists of the interceptor lines and appurtenant pumping and metering stations, owned and operated by the Discharger.

4. The Location of the Alleged Violation

The locations of the various violations alleged in this Notice are identified in records created and/or maintained by or for the Discharger which relate to its ownership and operation of the Facility and associated sewer collection system, as further described in this Notice.

5. Range of Dates During Which the Alleged Activity Occurred

The range of dates covered by this Notice is August 8, 2017, to the present. This Notice also includes all violations of the CWA by the Discharger which occur after the range of dates covered by this Notice up to and including the time of trial. Some violations are continuous, and therefore each day constitutes a violation.

6. Name, Address, and Telephone Number of the Person Giving Notice

The entity giving notice is California River Watch, referred to throughout this notice as "River Watch," an Internal Revenue Code § 501(c)(3) nonprofit, public benefit corporation duly organized under the laws of the State of California. Its headquarters and main office are located in Sebastopol. Its mailing address is 290 South Main Street, #817, Sebastopol, CA 95472. River Watch is dedicated to protecting, enhancing, and helping to restore surface waters and ground waters of California including coastal waters, rivers, creeks, streams, wetlands, vernal pools, aquifers and associated environs, biota, flora and fauna, and educating the public concerning environmental issues associated with these environs.

River Watch may be contacted via email at US@ncriverwatch.org, or through its attorneys. River Watch has retained legal counsel with respect to the issues raised in this Notice. All communications should be directed to counsel identified below:

Jack Silver, Esq. Law Office of Jack Silver 708 Gravenstein Hwy. North, #407 Sebastopol, CA 95472 Tel. (707) 528-8175 Email: jsilverenvironmental@gmail.com	David Weinssoff, Esq. Law Office of David J. Weinssoff 138 Ridgeway Avenue Fairfax, CA 94930 Tel. (415) 460-9760 Email: david@weinssofflaw.com
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RECOMMENDED REMEDIAL MEASURES

River Watch looks forward to meeting with the Discharger's staff to tailor remedial measures to the specific operation of the Facility and associated sewer collection system. In advance of that conversation, River Watch identifies the following general remedial categories that will advance compliance with the CWA and the Basin Plan, and help economize the time and effort the parties need to resolve their concerns:

1. A full condition assessment of the sewer collection system including setting timelines for repairing or replacing significantly defective assets such as sewer lines, manholes and pump/lift stations.
2. Mitigating the effects of SSOs.
3. Adequate public and worker safety, including protocols to minimize exposure to infectious vectors.
4. Elimination of the use of chemical root control.
5. Consideration of a Supplemental Environmental Project in lieu of penalties.

CONCLUSION


The violations set forth in this Notice affect the health and enjoyment of members of River Watch who reside and recreate in the affected community and may use the affected watershed for recreation, fishing, hiking, photography or nature walks. Their health, use and enjoyment of this natural resource is specifically impaired by the Discharger's alleged violations of the CWA as set forth in this Notice.

CWA §§ 505(a)(1) and 505(f) provide for citizen enforcement actions against any "person," including a governmental instrumentality or agency, for violations of NPDES permit requirements and for un-permitted discharges of pollutants. 33 U.S.C. §§ 1365(a)(1) and (f), 33 U.S.C. § 1362(5). An action for injunctive relief under the CWA is authorized by 33 U.S.C. § 1365(a). Violators of the Act are also subject to an assessment of civil penalties of up to

\$59,973.00 per day/per violation for all violations pursuant to Sections 309(d) and 505 of the Act, 33 U.S.C. §§ 1319(d), 1365. See also 40 C.F.R. §§ 19.1 – 19.4. River Watch believes this Notice sufficiently states grounds for filing suit in federal court under the “citizen suit” provisions of the CWA to obtain the relief provided for under the law.

The CWA specifically provides a 60-day notice period to promote resolution of disputes. River Watch strongly encourages the Discharger to contact counsel for River Watch within 20 days after receipt of this Notice to initiate a discussion regarding the allegations detailed herein. In the absence of productive discussions to resolve this dispute, River Watch will have cause to file a citizen’s suit under CWA § 505(a) when the 60-day notice period ends.

Very truly yours,



Jack Silver

Service List

Michael Regan – Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1101A
Washington, DC 20460

Martha Guzman – Regional Administrator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne St.
San Francisco, CA 94105

Eileen Sobek – Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100



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

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Darron Poulsen, General Manager
DATE: April 20, 2023

SUBJECT: **IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS ADOPT RESOLUTION 2023-06 AUTHORIZING THE SUBMITTAL OF A CALRECYCLE GRANT APPLICATION AS AN ELIGIBLE RECIPIENT AND PROVIDING THE GENERAL MANAGER AUTHORITY TO SIGN A LETTER OF COMMITMENT-INDIVIDUAL APPLICANT GRANT AND PAYMENT PROGRAMS AND A LETTER OF DESIGNATION – GRANT AND PAYMENTS PROGRAM**

For Action **Fiscal Impact:** \$0
 Information Only **Account Code:**
 Funds Budgeted/Approved:

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners adopt resolution 2023-06 authorizing the submittal of a CalRecycle Organics Grant Program application as an eligible recipient and authorizing the General Manager to sign a letter of designation as signature authority.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

The Department of Resources Recycling and Recovery (“CalRecycle”) administers the Organics Grant Program to provide opportunities to further the purposes of the California Global Warming Solutions Act (AB 32) and lower overall greenhouse gas (GHG) emissions by expanding existing capacity or establishing new facilities in California to reduce the amount of California-generated green materials, food materials, or alternative daily cover (ADC) being sent to landfills. VVWRA's recently commissioned RNG Project is eligible to participate in a new grant opportunity for further

expansions and improvement to divert additional food materials from landfill to anaerobic digestion and enhance RNG production. The criteria for the grant was completed on February 9, 2023 and all eligible projects must meet the following requirements:

1. Projects must be located in California and facilitate or result in:
 - Reductions in GHG emissions compared to existing practice of landfilling green or food materials within California; and
 - Increases in quantity (tons) of green materials or food materials, newly diverted from landfill disposal or Alternative Daily Cover (ADC) use and composted or digested in California.
2. Project must either have an existing food waste receiving station with excess capacity on-site or propose to construct new or expanded food waste receiving station infrastructure that allows for direct receipt of food waste into the anaerobic digester(s).
3. Project must utilize the biogas that is generated to produce transportation fuel, renewable electricity, heat, or biomethane for pipeline injection.

This is a no matching funds grant, that is VVWRA does not have to match the grant amount awarded. If granted, the grant could result in a maximum award of \$10,000,000.

As the Board has been advised, VVWRA is working with Anergia to develop plans and an application for further enhancements and expansion of the existing RNG project to be considered for this grant. The proposed enhancements would provide for an expanded food waste receiving station, an improved filtering/pre-processing stations to remove trash from the materials, and supplemental nutrient recovery systems. These improvements would have minimal impact on operations, but would increase efficiency and revenues attributed to receiving more food waste and generating greater levels of RNG. Both Staff and Anergia believe this project is certainly the type of project contemplated by the CalRecycle grant program and we believe we have a very good chance to be awarded the grant.

Timing to apply for this grant is critical. The deadline for the application is April 20, 2023. The application must include a number of resolutions, letters, and agreements approved by the VVWRA Board. Staff, with assistance of legal counsel, has prepared a Resolution which authorizes Staff to apply for the grant. The Resolution is attached hereto as Exhibit 1. Staff has also prepared Exhibits 2 and 3 which must also be approved, authorized and included in a supplemental grant package that must be sent out no later than May 11, 2023.

In light of the above, Staff recommends that the Board of Commissioners adopt the attached Resolution 2023-06 authorizing the submittal of a CalRecycle grant application as an eligible recipient; giving the General Manager or designee the authority to sign a letter of designation; and approving the community benefits agreement also necessary for the grant.

ATTACHMENTS:

- Exhibit 1 – Resolution 2023-06
- Exhibit 2 – Letter of Designation
- Exhibit 3 – Community Benefits Agreement

Exhibit 1

RESOLUTION 2023-06
RESOLUTION OF THE VICTOR VALLEY WASTEWATER RECLAMATION
AUTHORITY AUTHORIZING SUBMITTAL OF A CALRECYCLE ORGANICS
GRANT PROGRAM APPLICATION FOR WHICH VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (“CalRecycle”) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and,

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and,

WHEREAS, CalRecycle has provided a -sample resolution format, Cal Recycle prefers to use and Staff has prepared this Resolution accordingly;

NOW, THEREFORE, BE IT RESOLVED that the Victor Valley Wastewater Reclamation Authority (“VWVRA”) authorizes the submittal of application(s) to CalRecycle for Organics Grant Program; and,

BE IT FURTHER RESOLVED that the Board of Commissioners of VWVRA, VWVRA’s General Manager or his/her designee, are hereby authorized and empowered to execute in the name of the VWVRA all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

ADOPTED this 20th day of April 2023.

Dakota Higgins, Chair
VWVRA Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Debra Jones, Secretary
VWVRA Board of Commissioners

Piero Dallarda of
Best Best & Krieger LLP, Counsel for VWVRA

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on February 16, 2023.

Kristi Casteel – Clerk of the Board

Exhibit 2

April 20, 2023

Pursuant to the Resolution authorizing an application for the CalRecycle Organics Grant Program, I am the designated Signature Authority for Victor Valley Wastewater Reclamation Authority. I am authorized by Resolution 2023-06 to execute on behalf of Victor Valley Wastewater Reclamation Authority all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the Director of Administration or the Director of Operations and Maintenance.

This delegation is effective as long as the Resolution is in effect.

Darron Poulsen
General Manager
20111 Shay Road
Victorville CA 92394
760-246-8638

Exhibit 3

COMMUNITY BENEFITS AGREEMENT

April 20, 2023

This Community Benefits Agreement (“Agreement”) is provided in attestation to the strong partnership between Victor Valley Wastewater Reclamation Authority (“Authority”) and its Member Agencies (City of Victorville, City of Hesperia, Town of Apple Valley, and San Bernardino County). The Authority has a long-standing history of engaging with neighboring communities and offering various benefits, which are particularly critical to the Priority Populations in which the Authority is located (Census Tract: 6071009117) and which it serves (Census Tracts: 6071009117, 6071011700, 6071009905, 6071009800, 6071009904, 6071009913, 6071009912, 6071010025, 6071010011). A significant portion of the service area is considered economically disadvantaged communities. In concert with other Authority and Member Agency initiatives, this Agreement memorializes the Authority’s ongoing commitment to providing continued community benefit through its proposed Co-Digestion Expansion Project (“Project”) under the CalRecycle Organics Grant Program to the Member Agency Priority Populations which will be served by the Project

Maintaining Ongoing Communication: The Authority is very active in the community and takes a leading role in educating and keeping the public informed about its many activities and stewardship of the environment. The Authority publishes its quarterly “Purple Pipe” newsletter, weekly social media updates on the Authority’s accounts (Facebook and Twitter), and regular press releases. Press releases are submitted regularly to local media, such as Victorville Daily Press. The Authority maintains a dedicated “Public Outreach” tab on its website, in addition to pages which compile relevant “News and Media,” “Awards and Recognition,” and public meeting schedules. The Authority regularly hosts site visits and public tours of its facilities, which may be scheduled by any member of the public via the Authority’s website. In addition to updates on projects, initiatives, and service, the Authority continually updates its website, social media channels, and local media with information about job opportunities and availability at the site. These outreach channels will feature salient updates on Project progress and explicitly solicit public feedback at appropriate milestones.

Reducing Facility Impacts: The location of the Authority’s facilities is relatively removed and isolated from residential areas. The location serves to effectively mitigate the impact of wastewater and organics digestion activities such as those proposed by the Project on the surrounding community. Nonetheless, the Authority has taken appropriate steps to reduce facility impact on neighbors. The Authority’s facilities are designed in compliance with CEQA and air permit requirements to mitigate potential impacts such as odor. Food waste receiving operations are in accordance with established Standard Operating Procedures (SOPs) for material handling under its NPDES permit as required by the regional water board and CalRecycle.

Monitoring & Reporting Protocols: The Authority maintains a phone line and an email through which the public can readily provide feedback and report issues or complaints. The line and email are featured prominently on the Authority’s website to facilitate public contact. The line and email are monitored for necessary action by the Authority.

Community Benefits: The Authority provides direct and meaningful health and environmental benefits to neighboring Priority Populations through existing and proposed organics digestion

activities. Specifically, the Project will mitigate CalEnviroScreen factors above the 75th percentile emissions in the Census Tract (i.e., ozone, asthma, and cardiovascular disease), primarily via reduced emissions of toxic air contaminants by diesel trucks. By reducing vehicle mileage associated with hauling waste to landfill and distant landfill alternatives, the Project also delivers multiple categories of health benefits, including reduced pollution burdens relevant to asthma and cardiovascular disease. The Project would also create increased carbon-negative renewable energy, which would offset fossil fuels and avoid flaring gas and associated local emissions. In addition to these environmental and health benefits, the Authority has established an annual scholarship fund available for local students interested in pursuing further education in wastewater treatment, renewable energy, or advanced waste management and the Authority also implements an internship program to give interns the possibility to pursue a meaningful career in water treatment and recycling . This provides direct financial assistance to community members.

Signed,

Dakota Higgins
San Bernardino County Service Areas 42 & 64

Scott Nassif
Town of Apple Valley

Debra Jones
City of Victorville

Larry Bird
City of Hesperia



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

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager
SUBMITTED BY: Darron Poulsen, General Manager
DATE: April 20, 2023

SUBJECT: **IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE GENERAL MANAGER TO HAVE VVWRA PARTICIPATE AS A VICTOR VALLEY COLLEGE SCHOLARSHIP SPONSOR THIS YEAR AND APPROVE THE FORMATION OF A FUTURE SCHOLARSHIP ENDOWMENT FOR NEXT FISCAL YEAR**

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- | | | | | |
|-------------------------------------|-------------------------|-------------------------------------|---------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | For Action | <input checked="" type="checkbox"/> | Fiscal Impact: | \$500 |
| <input type="checkbox"/> | Information Only | <input type="checkbox"/> | Account Code: | 01-02-515-8045 |
| | | <input checked="" type="checkbox"/> | Funds Budgeted/Approved: | |
-

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to allow VVWRA to participate as a Victor Valley College Scholarship Sponsor this year and approve the formation of a future scholarship endowment for next fiscal year.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

The Victor Valley Wastewater Reclamation Authority (VWRA) has a long history of collaborating with Victor Valley College (VVC). Staff regularly participates at VVC job fairs, and we provide tours for VVC students enrolled in the Construction Technology classes. These activities over the last two years have allowed us to interact with students who are interested in our industry and two of those students who went on a tour are now full-time employees. In the past VVWRA worked closely with VVWRA to offer a wastewater class and an internship program which many students participated in, and a number of our current employees were a part of that program. We are working with VVC today to start-up the future wastewater and water classes for local students to become more knowledgeable about our industry.

VVWRA also participates in the Victor Valley College Foundation and works with VVC leaders to help build a better future for our students in the High Desert. As part of our participation in the Foundation we have \$500 budgeted for a VVWRA Endowment Scholarship this year. The General Manager needs to sign the application to develop the scholarship focusing on students interested in the environment, sustainability, resource recovery and green energy (Exhibit 1). In addition, to the development of the scholarship a review committee needs to be formed to evaluate perspective candidates. Staff would welcome input from a Board committee to perform these evaluations and to award these students.

With the Board's permission Staff would like to budget next fiscal year to establish a formal endowment fund to create a lasting scholarship in VVWRA's name (Exhibit 2). The minimum cost to create this endowment fund is \$10,000 and with the Board's permission it will be added to the budget for next fiscal Year. This \$10,000 will be in place in perpetuity allowing for VVWRA to award a \$500 scholarship to a deserving student every year.

The relationship between VVWRA and VVC is an important part of our future to help educate local students to become interested in our industry. Today VVWRA and the Member Agencies struggle to find qualified staff. By becoming more engaged with the College and our Member Agencies to promote learning opportunities for local students our hope is that we will all have a greater pool of young talented students to fill our future staffing opportunities.

For these reasons, it is recommended that the Board of Commissioners authorize the General Manager to allow VVWRA to participate as a Victor Valley College Scholarship Sponsor this year and approve the formation of a future scholarship endowment for next fiscal year.

Attachments:

Exhibit 1- Victor Valley College Foundation Scholarship Sponsor Form

Exhibit 2 – Victor Valley College Foundation Scholarship Endowment Fund Form

EXHIBIT 1



WELCOME SCHOLARSHIP SPONSOR,

The Victor Valley College Foundation coordinates a web-based clearinghouse of scholarship opportunities for our students. We want you to be a part of this exciting program and are pleased that you are considering becoming one of our scholarship partners. This form will guide you through the process of establishing the criteria for your scholarship award. Please complete this form and contact us if you have any questions at all about our process. We look forward to including you in our scholarship program.

Kirsten Acosta

**Kirsten Acosta
Executive Director**

STEP 1 - ORGANIZATION

Provide your contact information: This will ensure that we can contact you with questions to complete your involvement in this program and to direct us about what information we can publish to prospective applicants on your behalf.

Check if **NOT** OK to publish

Organization Name:	Victor Valley Wastewater Reclamation Authority	<input type="checkbox"/>		
Scholarship Title:		<input type="checkbox"/>		
Contact Name:	Darron Poulsen	<input type="checkbox"/>		
Mailing Address:	20111 Shay Rd.	<input type="checkbox"/>		
City, State	Victorville, Ca	Zip	92394	<input type="checkbox"/>
Phone Number:	760-246-8638	<input type="checkbox"/>		
Email Address	Dpoulsen@vwwra.com	<input type="checkbox"/>		
Organization Web:	VVWRA.com	<input type="checkbox"/>		

STEP 2 – AWARD AMOUNT

Confirm your intent to award a scholarship in the upcoming academic year. You may provide details later about the number of awards that will be available and the total budget you will allocate. This will simply allow us to advertise your opportunity.

Each student may be awarded up to \$ _____

May they use this all in one semester Yes No

Please note: Scholarship awards will be disbursed to the college for immediate student use upon receipt by the foundation. Sponsors should send funds only when their immediate use is permitted.

Check here if this is a onetime award – one year only.

STEP 3 - ELIGIBILITY

Tell us who may apply for your scholarships: This information will be published on the web to help students identify which scholarships they are qualified to request.

1. All Majors Selected Majors _____
2. Any # of units Full Time Only Part Time – Minimum Units _____
3. All Students Minimum # of units completed: _____
4. Any GPA Minimum GPA _____
5. Other (please list): _____

STEP 4 – APPLICATION & SELECTION

All students complete the same detailed application online. Their information is then matched with your criteria to create your candidate pool. The VVC Standard Scholarship Application Package includes

- o Major
- o GPA, verified by college
- o Career Goals Essay
- o Personal / Educational References
- o Units Enrolled
- o Units Completed
- o Community Service
- o Income information

Any of these criteria can be reviewed and sorted online in order to allow you to select your own recipients or you may entrust VVC to select on your behalf.

Would you like to review applications and select your recipient(s)?

YES – We would like to review applications and select our recipient(s).

NO - We will entrust VVC to award our scholarship(s).

STEP 5 – GUIDELINES FOR USE

Tell applicants how they may use this award: The student who receives your award will be entirely responsible for using this gift for the purposes you designate. This information will be provided at the time of application and continuously available on the scholarship website to ensure students know the intent of your generosity.

Funds may be used for:

- Tuition & Fees
- Books & Educational Supplies
- Expenses at a Transfer College / University
- Other: Uniforms and Licensing Requirements

STEP 6 – PURPOSE / TRIBUTE

Let us share information about your organization and why you give this scholarship: This new system will allow us to showcase sponsors more than ever. We'd like to tell your story. Please use this space to provide information that will help us pay tribute to the inspiration for your scholarship award. Attach additional information as needed.

The information provided here will be posted as submitted until it is either revised or cancelled by the sponsoring organization. Balances existing in accounts (funds) that have been dormant for more than 5 years are subject to transfer to the Foundation's general scholarship fund. The transferred funds will be applied to an active scholarship that aligns as closely as possible, with the original purpose of this fund. See Policy FP7 – Dormant Accounts.

Signed: _____ Date: _____
Organization Official

EXHIBIT 2

Agreement to Establish an Endowed Fund

This agreement between the Victor Valley College District Foundation (hereinafter referred to as the "Foundation") and Victor Valley Wastewater Reclamation Authority (hereinafter referred to as the "Donor") establishes the VVWRA Endowment fund (hereinafter referred to as the "Fund") and sets forth the conditions and guidelines that govern it.

- I. The primary purpose of the Fund shall be to award a scholarship given perpetually by the Victor Valley Wastewater Reclamation Authority as part of the annual Victor Valley College Foundation Scholarship Drive beginning in the 2023 – 2024 school year.
 If the Fund is for scholarship purposes a scholarship criteria form must be attached.
- II. The corpus of the Fund shall be set at a minimum of \$10,000.00, which shall be deposited in total with the Foundation on, or before October 31, 2023. Subsequent deposits to the Fund shall increase the corpus by the amount of the deposit.
- III. The donor agrees with all provisions set forth in the Foundation's Endowment Policy (#FP3).
- IV. Once fully established, the corpus of the Fund will be invested and prudently managed by the Foundation to provide resources that will be used to fulfill the Fund's charitable purpose in perpetuity. Earnings and growth in the fund shall be expended for the purpose(s) stated above in the best judgment of the Foundation Board of Directors who have been entrusted to administer the Fund.
- V. No disbursements from the Fund shall be made until one full year after the Foundation has received the minimum corpus amount. This will allow one year's interest to accrue to the Fund.
- VI. The Board of Directors of the Victor Valley College District Foundation shall administer and/or invest and distribute earnings from this Fund in the manner that best serves the intent of the trust and shall have the power to modify any restriction or condition on the distribution of the funds, if in the judgment of the Board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable and educational needs of the Foundation and the college it serves. However, should such a situation ever exist, the Fund shall remain intact.
- VII. All charitable distributions from the Fund shall be identified to the beneficiary as coming from the Fund as named above. The Foundation shall appropriately memorialize the fund in its

annual report and/or other similar publications.

VIII. Administrative assessments for managing the fund shall be governed by the Victor Valley College District Foundation Endowment Policy (FP3), unless otherwise agreed by both parties in writing. (Initial here if attachment exists _____)

IX. Any communication regarding the Fund shall be directed to:

FOR THE FUND:

NAME: Darron Poulsen

ADDRESS: 20111 Shay Rd.

CITY, STATE, ZIP: Victorville, Ca. 92394

PHONE: 760-948-9849

EMAIL: Dpoulsen@VWRA.com

FOR THE FOUNDATION

Kirsten Acosta
Victor Valley College District Foundation
18422 Bear Valley Rd.
Victorville, CA 92395
760-245-4271 ext. 4271
Email: Kirsten.Acosta@vvc.edu

Agreed and signed:

For the Fund: _____

Signed: _____

Date: _____

For the Foundation: _____

Signed: _____

Date: _____