

<b>PC</b>	<b>Facility/Function</b>
<b>PC 2</b>	JB Latham Treatment Plant
<b>PC 5</b>	San Juan Creek Ocean Outfall
<b>PC 8</b>	Pretreatment Program
<b>PC 10</b>	San Clemente Land Outfall
<b>PC 12/2S0</b>	Regional Waste Discharge Permit
<b>PC 15</b>	Coastal Treatment Plant
<b>PC 17</b>	Regional Treatment Plant
<b>PC 21</b>	Effluent Transmission Main
<b>PC 23</b>	North Coast Interceptor
<b>PC 24</b>	Aliso Creek Ocean Outfall

**Member Agencies**

Santa Margarita Water District, South Coast Water District, City of San Juan Capistrano, Moulton Niguel Water District

City of San Clemente, Moulton Niguel Water District, South Coast Water District, Santa Margarita Water District, City of San Juan Capistrano

City of Laguna Beach, City of San Clemente, City of San Juan Capistrano, El Toro Water District, Emerald Bay Service District, Irvine Ranch Water District, Santa Margarita Water District, Moulton Niguel Water District, South Coast Water District

City of San Clemente

City of San Juan Capistrano, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District, Trabuco Canyon Water District

Emerald Bay Service District, Moulton Niguel Water District, City of Laguna Beach, South Coast Water District

Emerald Bay Service District, Moulton Niguel Water District, City of Laguna Beach, South Coast Water District, El Toro Water District

Reach B/C/D - El Toro Water District, Irvine Ranch Water District, Reach E - El Toro Water District, Irvine Ranch Water District, Moulton Niguel Water District

City of Laguna Beach, Emerald Bay Service District

City of Laguna Beach, Moulton Niguel Water District, South Coast Water District, El Toro Water District, Emerald Bay Service District, Irvine Ranch Water District

**EXHIBIT C - SOCWA System Capacity Summary - PC Nos. 2, 5 and 10**

2/4/2021

(1) This exhibit may be updated from time to time to reflect facilities updates. The notes in this sheet correspond only to the PCs that reference them.

PC 2 - SOCWA JBL Capacity Summary (Owned and Operated by SOCWA) (See notes 2, 3, 4, and 5)					
Agency	Liquids (mgd)	Solids (mgd)(1)	Solids (lbs)(1)	Common-S (%)	Common-L (%)
CSJC	4.00	5.55	11,572	30.00%	30.77%
MNWD	3.00	4.00	8,340	21.62%	23.08%
SCWD	3.75	3.70	7,715	20.00%	28.84%
SMWD	2.25	5.25	10,946	28.38%	17.31%
<b>Total</b>	<b>13.00</b>	<b>18.50</b>	<b>38,573</b>	<b>100.00%</b>	<b>100.00%</b>

(2) Agreements is based on mgd. Equivalent lbs/day are used for implementation of the Agreements. Lbs is determined by adding lbs of BOD and lbs of TSS together.

(3) "Common Costs" are divided equally to liquids and solids. As shown above, the cost is then allocated to each PC member on the basis of liquid treatment capacity ownership and solids handling capacity ownership.

**PC2 Costs Attributed to PC5**

(4) The historical PC agreements allowed for costs in PC2 attributed to additional pumping effluent against PC5 flows be moved to PC5 for allocation to the PC5 agencies. No discernable costs have ever been determined and no costs have ever been reallocated to PC5 from PC2. Therefore this provision is not recognized nor implemented.

(5) Effluent Pump Station costs are attributed to PC 2 liquids.

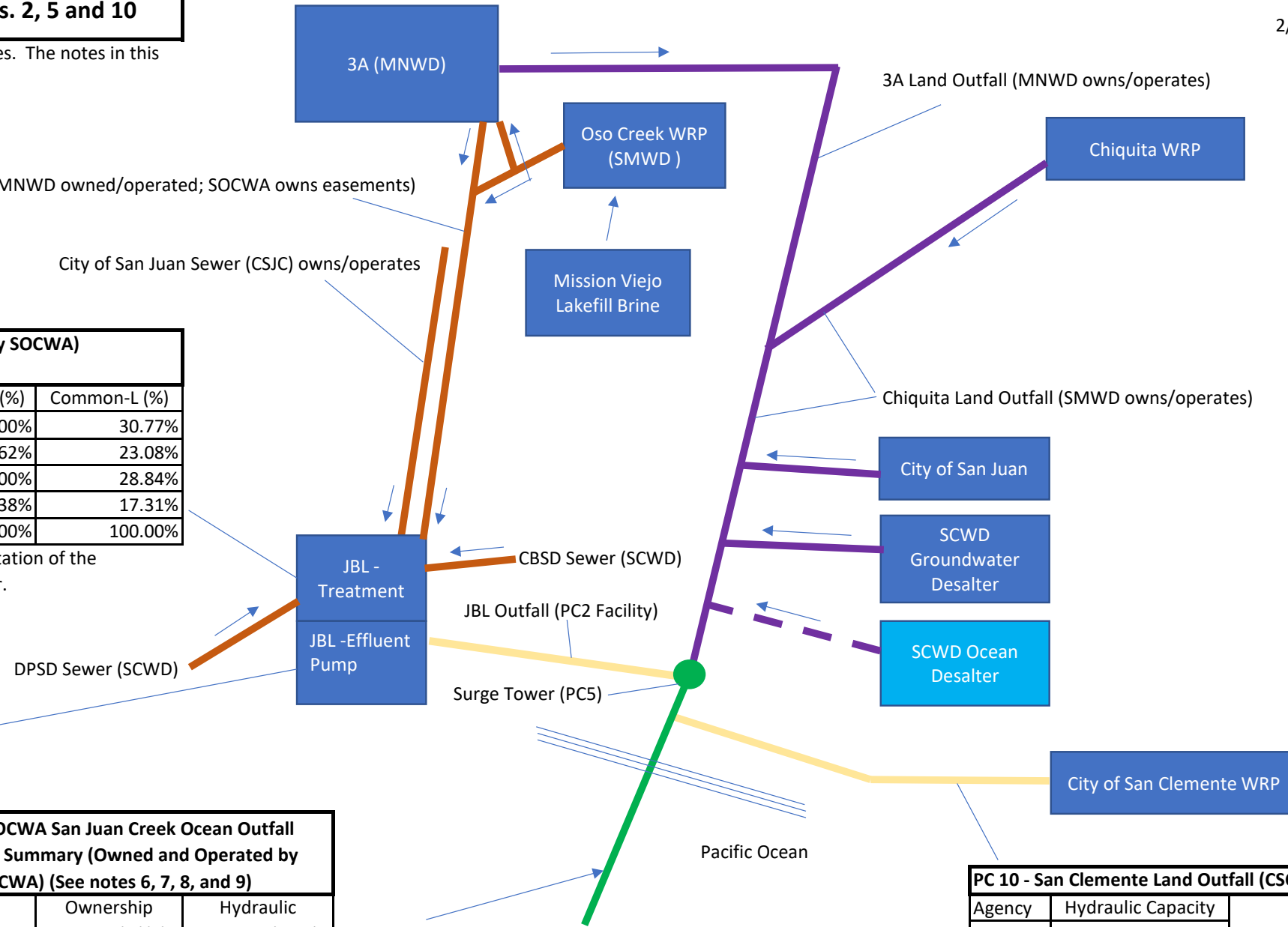
PC 5 - SOCWA San Juan Creek Ocean Outfall Capacity Summary (Owned and Operated by SOCWA) (See notes 6, 7, 8, and 9)		
Agency	Ownership Percent (%) (6)	Hydraulic Capacity (mgd)
CSC	16.620	13.296
CSJC	11.080	8.864
MNWD	15.510	12.408
SCWD	12.470	9.976
SMWD	44.320	35.456
<b>Total</b>	<b>100.000</b>	<b>80.000</b>

(6) Ownership is recognized primarily on a percentage basis.

(7) The allocation of all PC 5 costs are treated as fixed costs and charged based on capacity ownership.

(8) Member Agencies will fund and reimburse SOCWA various costs associated with PC 5's consideration of Desalter projects and brine discharge matters.

(9) In the event of destruction, failure, or damage to the Outfall, or in the event the Regional Board or other regulatory agency having jurisdiction requires that additional facilities be constructed or that the Outfall be modified, or capital improvements are approved by the Project Committee, SOCWA shall give an estimate of the costs of repair, replacement, addition, modification, or improvement, and the Participating Member Agencies shall thereafter deposit their prorata share with SOCWA on the basis of capacity ownership percentage. In the event SOCWA's estimate of such



PC 10 - San Clemente Land Outfall (CSC owns/operates?)	
Agency	Hydraulic Capacity
CSC	100%

(x) [SUBJECT TO CSC APPROVAL/DISCUSSION]: Should SOCWA execute quitclaim deed to acknowledge/establish that this outfall is wholly owned by CSC? This would dissolve PC 10.

## SOCWA System Capacity Summary: PC 24, 15, 21, 17

- (1) This exhibit may be updated from time to time to reflect facilities updates.
- (2) The notes in this sheet correspond only to the PCs that reference them.

PC 21 - Effluent Transmission Main (ETM) Capacity Summary Reach B/C/D (Owned and Maintained by SOCWA)		
Agency	Hydraulic Capacity (mgd)	Ownership Percent (%)
ETWD	7.5	50%
IRWD	7.5	50%
<b>Total</b>	<b>15</b>	<b>100%</b>

PC 21 - Effluent Transmission Main (ETM) Capacity Summary Reach E (Owned and Maintained by SOCWA)		
Agency	Hydraulic Capacity (mgd)	Ownership Percent (%)
ETWD	7.5	23.29%
IRWD	7.5	23.29%
MNWD	17.2	53.42%
<b>Total</b>	<b>32.2</b>	<b>100.00%</b>

PC 24 - Aliso Creek Ocean Outfall (ACOO) Capacity Summary (Owned and Operated by SOCWA)		
Agency	Hydraulic Capacity (mgd)	Ownership Percent (%)
CLB	5.500	11.000%
EBSD	0.390	0.780%
ETWD	8.151	16.302%
IRWD	7.880	15.760%
MNWD	21.924	43.848%
SCWD	6.155	12.310%
<b>Total</b>	<b>50.000</b>	<b>100.000%</b>

Los Alisos Water Reclamat

IRWD and ETWD

ETM Reach A (c

RTP Outfall Cap

JRTP

CTP and AWT

PC 15 - Coastal Treatment (CTP Owned and Operate 4, a

Agency	Liquids (mgd)
CLB	2.54
EBSD	0.20
MNWD	1.96
SCWD	2.00
<b>Total</b>	<b>6.70</b>

Pacific Ocean

(3) AWT is owned by SCWI (Joint Facility).

(4) CLB and MNWD's liquic indicated above account fc entitled to use from MNW through October 31.

(5) Common costs are allo liquids ownership.

### PC 21 Notes (13 & 14)

(13) IRWD can use capacity ownership in ETM to discharge the SGU Effluent and the RO Brine Discharge from the (IDP) in lieu of secondary effluent, contingent upon compliance with all covenants, terms and conditions in the A

other applicable permits, rules or regulations, as such documents and regulations may be amended from time to time, conditions include, but are not limited to, discharge rate, dilution and constituent concentration concerns, or future conditions to any discharge from the ACOO. The SGU Effluent and the RO Brine Discharge ultimately disposed through the Outfall will be metered and monitored by IRWD at appropriate locations as determined by the SOCWA General Manager. There shall be no adverse impacts to the ETM, the applicable waste discharge requirements, or any other applicable permit.

(14) IRWD covenants that it will not deliver to the ETM any SGU Effluent or any RO Brine Discharge which in any combination with any other material or substance delivered to the ETM by the other parties, prevents SOCWA from meeting any waste discharge or other requirements established in the ACOO NPDES Permit and the provisions thereof, as amended. In the event that IRWD's SOU Effluent or RO Brine Discharge violates the covenants above, IRWD shall pay any costs resulting from such violation(s), including (i) all costs of ascertaining and establishing the violation; (ii) fines and penalties limited to mandatory minimum penalties and other penalties imposed by Region 9 (or any other federal, State or local agency); (iii) all engineering, accounting, administrative, and legal costs; and, (iv) any increased operating, maintenance and repair costs.

#### **PC 24 Notes (15-18)**

(15) Note Coastal Development Permit has a different average daily limitation number

(16) Member Agencies will fund and reimburse SOCWA various costs associated with PC 5's consideration of Design Alternative 1.

(17) In the event of destruction, failure, or damage to the Outfall, or in the event the Regional Board or other regulatory jurisdiction requires that additional facilities be constructed or that the Outfall be modified, SOCWA shall give notice to the Participating Member Agencies of the need for repair, replacement, addition, or modification, and the Participating Member Agencies shall thereafter deposit their share of the cost of such repair, replacement, addition, or modification to SOCWA on the basis of capacity ownership percentage. In the event SOCWA's estimate of such costs of repair or replacement exceeds 25% of the original contract cost (\$6.5 million), each Participating Member Agency may withdraw from PC24 subject to the following conditions: (i) the Agency shall provide written notice of withdrawal to SOCWA; (ii) the Agency shall be responsible for its own share of the obligations incurred as of the effective date of such withdrawal. **[Ex. C to Ex. B of 1976 Agmt; Section 10 of Agmt]**

(18) Any party may at its sole discretion choose to discharge no effluent through the Outfall.

ion Plant (Owned and Operated by IRWD) and ETWD Plant (owned and operated by ETWD)

owned and operated by ETWD/IRWD)

capacity 17.2 MGD (owned and operated by MNWD)

and AWT 1 & 2

PC 17 - SOCWA Joint Regional Treatment Plant Capacity Summary (Owned and 6-12)				
Agency	Liquids (mgd)	Solids (lbs/d)	AWT 2 (mgd/%)	Common-S (%)
CLB	0.019	5,605	0.0 / 0%	11.20%
EBSD	0.001	295	0.0 / 0%	0.60%
ETWD	0.270	10,200	0.0 / 0%	20.40%
MNWD	11.695	29,395	9.0 / 100%	58.80%
SCWD	0.015	4,480	0.0 / 0%	9.00%
<b>Total</b>	<b>12</b>	<b>49,975</b>	<b>9.0 / 100%</b>	<b>100.00%</b>

**Plant Capacity Summary by SOCWA (See Notes 3, and 5)**

AWT (%)	Common (%)
0%	37.91%
0%	2.99%
0%	29.25%
100%	29.85%
<b>100%</b>	<b>100.00%</b>

but operated by SOCWA

is capacity numbers or the 0.45 mgd that CLB is D's capacity from April 15

cated in proportion to

Irvine Desalter Project COO NPDES Permit and any

(6) Peak influent limitations for a 100-year storm event, 26.2 = 1  
 (7) AWT 1 is currently not operational, but AWT 1 rehabilitation  
 (8) AWT 1 & 2 were constructed at the RTP site with permission

- The following is a list of the equipment comprising the RTP site:
  - Items owned and operated by MNWD:
    - A 3.0-mgd buried reclaimed water pumping station
    - The reclaimed water pumping station
    - The electrical and instrumentation
  - Items owned by MNWD, and operated by ETWD/IRWD:
    - The applied water pumping station
    - The Chlorine Contact Tank, flocculation tank, and clarifier

(9) With the permission of PC 17 agencies, MNWD installed a 50 MGD AWT at the RTP site.  
 (10) Any future modifications to the AWT shall be subject to approval by SOCWA. SOCWA must respond and comment to MNWD within 45 days after receipt of a description of the change. If SOCWA disapproves or fails to act within 45 days, MNWD shall call a meeting within 72 hours to make a final determination and approval.  
 (11) MNWD may use any quantity of effluent generated by the JRTD.  
 (vii) MNWD will cease operating AWT if it impedes meeting effluent quality requirements. If modifications are made to correct the issue. (ARO Note: add the following language)

(12) If MNWD terminates operation of AWT, MNWD shall maintain the RTP site in a neat and orderly manner and appearance at least equal to the current state of the facility. MNWD shall have the demand to recommence operations or remove the facilities from the site. (ARO Note: add the following language)

time. These terms and  
are TMDLs imposed relative  
ETM and ACOO from the IDP  
or designee to ensure there  
is, laws, rules or regulations.

or indirectly, or in  
om complying with the  
ended from time to time. In  
s directly or indirectly  
enalties, including but not  
local regulatory entity); (iii)  
replacement or repair costs

alter projects and brine discharge matters.  
gulatory agency having  
estimate of the costs of  
their prorata share with  
replacement is in excess of  
ject only to outstanding

Operated by SOCWA (See notes)	
Common-L (%)	Peak Wet Weather Flow
0.00%	0.019
0.00%	0.001
0.00%	0.27
100.00%	25.895
0.00%	0.015
<b>100.00%</b>	<b>26.2 mgd (i)</b>

7.2 (ETM) + 9 (AWT) assuming AWT is in operation.  
 would increase treatment to 11.4 mgd.  
 of the SOCWA agencies and are owned by MNWD.

ising AWT 2:

MNWD:

ater reservoir

station

tion equipment at Building 80.

Operated by SOCWA (Joint Facilities):

ation that conveys secondary effluent to the water reclamation plant.

culators, filters and supporting systems.

ft wireless communications tower at JRTP.

roval of the SOCWA General Manager, and

fter receipt of plans, specs, or written

on a proposed modification, MNWD may

l decision on the request. (ARO Note: PC 17

RTP in operation of the AWT.

ient standards for ocean disposal or treated wastewater, until

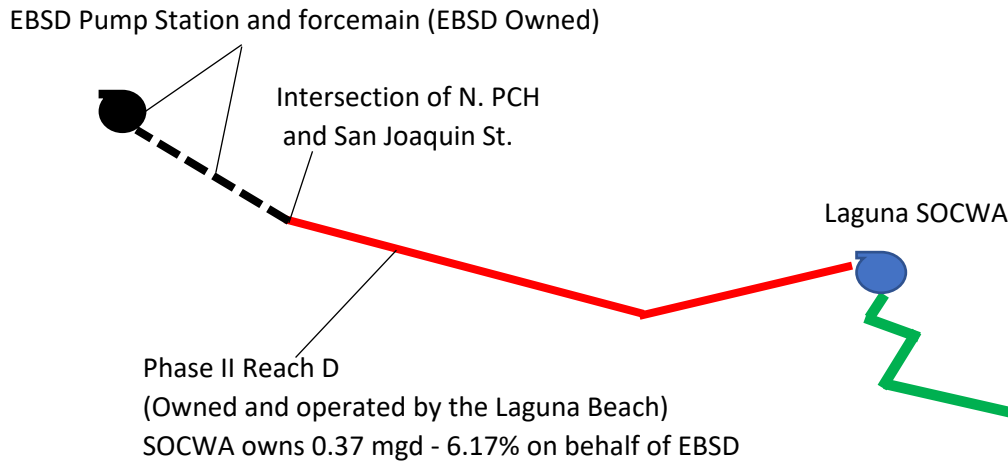
his to joint operation language of JPA?)

ain the structure, facilities, parking areas, auxiliary buildings and  
 t equal to JRTP. If AWT inoperative for 5 years+, SOCWA can make  
 n the JRTP site within 3 years from date of demand. [JOINT USE



**PC 23 - North Coast Interceptor (NCI) Sewer System Capacity  
Summary (Owned by SOCWA and Operated by City of Laguna  
Beach) (Joint Facility)**

- (1) This exhibit may be updated from time to time to reflect facilities updates. All notes in this sheet pertain to PC 23 only.
- (2) The City of Laguna Beach has operated the North Coast Interceptor Sewer and Interceptor Pumping Stations since 1990. The City separately provides to the agencies utilizing the NCI budget and operational information and provides summary financial information to SOCWA at the close of the fiscal year.
- (3) SOCWA provides for the annual audit based on the information provided by CLB.
- (4) The operator and the terms of operation of the NCI system shall be established and modified by agreement from time to time.
- (5) CLB and EBSD may not sell or assign capacity rights in the NCI without obtaining approval from the parties and the California Coastal Commission.

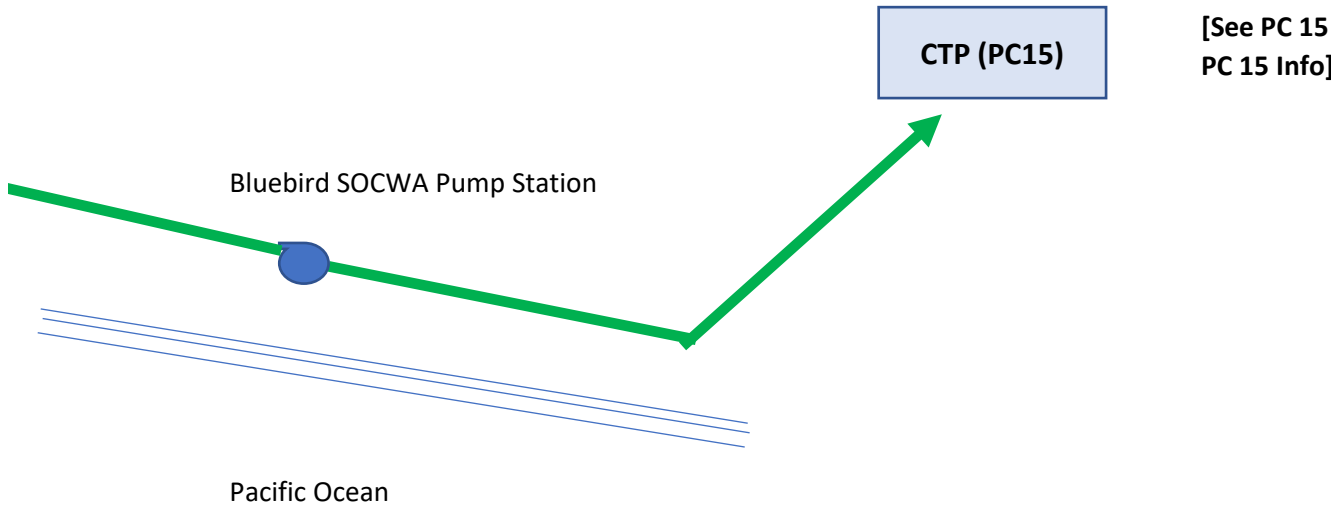


Agency	Capacity (mgd) (6) [Green portion only]	Capacity (%) (7) [Green portion only]	Reach D (8) [Red portion only]
CLB	8.61	95.88	owner
EBSD	0.37	4.12	
SOCWA (iii)	-	-	6.17%

(6) CLB capacity in MGD is back calculated from EBSD capacity listed as 0.37 MGD in the 12-5-1985 Excess Capacity Agreement and the % ownership listed at 4.12% in the Amendment #3 11-22-2006.

(7) % percent capacity from Amendment #3 11-22-2006.

(8) SOCWA holds a capacity interest in Reach D portion of the NCI for the benefit of EBSD. City of Laguna Beach owns Reach D and the balance of capacity. If this pipe is replaced with a pipe of different dimensions, the percentage of proprietary interests and proportional share of costs shall be amended to reflect the proportion change.



Sheet for

|

## PC 12 - RECYCLED WATER PERMIT

[INSERT PICTURE/MAP THAT SHOWS PC 12 SERVICE AREA]

This exhibit may be updated from time to time to reflect changes in the PC 12 service area.

### **Purpose of PC 12:**

1. To ensure protection of the environment and the public's health and safety in accordance with SOCWA Master Regional Waste Discharge Permit within the San Diego Regional Water Quality Control Board's jurisdiction ("Region IX").
2. To comply with California requirements related to the beneficial reuse of recycled water and ensure compliance with Porter-Cologne Act.
3. Provide necessary guidelines for SOCWA staff and Member Agency staff to respond to and report spill events and permit exceedances arising from any of the SOCWA facilities or Member Agency facilities.
4. Establish a total nondomestic water management program.
5. Issue and administer permits for water reclamation projects and function as primary interface with Region IX.
6. Participate in regional watershed management planning and funding.

### **Activities of PC 12:**

1. Compliance with Master Regional Waste Discharge Permit - San Juan Capistrano, Moulton, South Coast, Santa Margarita, Trabuco.
2. Water Quality Objectives Compliance/Basin Plan Objectives - San Juan Capistrano, El Toro, Irvine Ranch, Moulton Niguel, Santa Margarita, South Coast, Trabuco.
3. Compliance with Recycled Water Policy (State Water Board) - San Juan Capistrano, El Toro, Irvine Ranch, Moulton Niguel, Santa Margarita, South Coast, Trabuco.

### **PC 12 Terms (Participating Member Agencies shall be required to):**

1. Comply with terms contained in Master Regional Waste Discharge Permit.
2. Recognize SOCWA as primary responsible agency/lead agency with respect to these activities and be responsive to SOCWA requests related to compliance with permit or other issues.
3. Participating Member Agencies are responsible for costs related to PC 12 Activities as set forth in the budgets or Board actions.
4. Participating Member Agencies are responsible for costs related to their singular activities.
5. Accurate reporting of production and distribution of recycled water within each Member Agency's jurisdiction.
6. Cooperate with SOCWA's participation in regional watershed management.
7. Comply with best management practices to address spill events arising from SOCWA owned facilities or a Member Agency facility.
8. Participate as requested in associated research activities or studies for the beneficial reuse of recycled water or nondomestic water.

\*\*\* discussion related to fair and equitable sharing of resources and limitations (ie salt discharge/first in time v. fi

rst in right?)

## **PC 8 - PRETREATMENT**

SERVICE AREA WRITTEN DESCRIPTION

SERVICE AREA MAP?

### **PC 8 Purpose**

1. To provide Member Agencies with regulatory oversight related to the SOCWA Pretreatment Program in compliance with federal and State regulations.
2. To ensure protection of the environment and the public's health and safety in accordance with SOCWA NPDES Permits within the San Diego Regional Water Quality Control Board's jurisdiction ("Region IX") and function as primary interface with Region IX.
3. Provide necessary guidelines for SOCWA staff and Member Agency staff to maintain compliance with the Pretreatment Program as authorized through the SOCWA Pretreatment Ordinance.
4. Issue and administer permits for industrial activities and require compliance with SOCWA permits, ordinances, and policies, by users of the sewer system.

### **PC 8 Activities:**

1. Develop & oversee approved industrial waste regulations;
2. Develop uniform procedures for the Pretreatment Program;
3. Compile database of industrial users; review & recommend joint issuance of Pretreatment permits; perform facility monitoring & inspections as designated under the Pretreatment Ordinance;
4. Determine local limits for SOCWA facilities;
5. General oversight of permits, reports, and files related to the Pretreatment Program;
6. Reporting to State and federal entities related to the Pretreatment Program;
7. Pretreatment enforcement;
8. Program administration, including the preparation of budgets and accounting of costs related to the Pretreatment Program;
9. Permitting and inspection of diversion facilities;
10. Comply with Pretreatment Program audits by State and federal agencies.

### **PC 8 Terms (Participating Member Agencies shall be required to):**

1. Comply with terms contained in SOCWA's NPDES Permits.
2. Recognize SOCWA as primary responsible agency/lead agency with respect to these activities and be responsive to SOCWA requests related to compliance with NPDES permit or other associated
3. Participating Member Agencies are responsible for costs related to PC 8 Activities as set forth in the budgets or Board actions.
4. Participating Member Agencies are responsible for costs related to their singular activities.
5. Jointly review and approve permits related to SOCWA's Pretreatment Program;
6. Ensure enforcement and compliance with SOCWA or Participating Member Agencies' Pretreatment Ordinances and related policies;
7. Provide an authorized representative for enforcement-related activities;
8. Perform or provide for facility monitoring as required by the Pretreatment Program;
9. Adopt and enforce ordinances, resolutions, rules and regulations as required by the Pretreatment Program;
10. Respond and be responsive to federal and State audit findings.