

I hereby certify that the following Agenda was posted at least 24 hours prior to the time of the Special Board Meeting so noticed below at the usual agenda posting location of the South Orange County Wastewater Authority (SOCWA) and at www.socwa.com.



Lynda May, Assistant Secretary
SOCWA and the Board of Directors thereof

*Special Meeting of The
South Orange County Wastewater Authority
Board of Directors*

September 10, 2026
8:30 a.m.

PHYSICAL MEETING LOCATION:
South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

THE BOARD OF DIRECTORS MEETING ROOM IS WHEELCHAIR ACCESSIBLE. IF YOU REQUIRE ANY SPECIAL DISABILITY RELATED ACCOMMODATIONS, PLEASE CONTACT THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY SECRETARY'S OFFICE AT (949) 234-5400 AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING TO REQUEST SUCH ACCOMMODATIONS. THIS AGENDA CAN BE OBTAINED IN ALTERNATE FORMAT UPON REQUEST TO THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY'S SECRETARY AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING. MEMBERS OF THE PUBLIC HAVE THE OPTION TO PARTICIPATE IN AND MAY JOIN THE MEETING REMOTELY VIA VIDEO CONFERENCE FOR VISUAL INFORMATION ONLY (USE ZOOM LINK BELOW) AND BY TELECONFERENCE FOR AUDIO PARTICIPATION (USE PHONE NUMBERS BELOW). THIS IS A PHONE-CALL MEETING AND NOT A WEB-CAST MEETING, SO PLEASE REFER TO AGENDA MATERIALS AS POSTED ON THE WEBSITE AT WWW.SOCWA.COM. ON YOUR REQUEST, EVERY EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION. FOR PARTIES PARTICIPATING REMOTELY, PUBLIC COMMENTS WILL BE TAKEN DURING THE MEETING FOR ORAL COMMUNICATION IN ADDITION TO PUBLIC COMMENTS RECEIVED BY PARTIES PARTICIPATING IN PERSON. COMMENTS MAY BE SUBMITTED PRIOR TO THE MEETING VIA EMAIL TO ASSISTANT SECRETARY LYNDA MAY AT LMAY@SOCWA.COM WITH THE SUBJECT LINE "REQUEST TO PROVIDE PUBLIC COMMENT." IN THE EMAIL, PLEASE INCLUDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER YOU WILL BE CALLING FROM SO THAT THE COORDINATOR CAN UN-MUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. THOSE MAKING PUBLIC COMMENT REQUESTS REMOTELY VIA TELEPHONE IN REAL-TIME WILL BE ASKED TO PROVIDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER THAT YOU ARE CALLING FROM SO THE COORDINATOR CAN UNMUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. ONCE THE MEETING HAS COMMENCED, THE CHAIR WILL INVITE YOU TO SPEAK AND ASK THE COORDINATOR TO UNMUTE YOUR LINE AT THE APPROPRIATE TIME.

AGENDA ATTACHMENTS AND OTHER WRITINGS THAT ARE DISCLOSABLE PUBLIC RECORDS DISTRIBUTED TO ALL, OR A MAJORITY OF, THE MEMBERS OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY BOARD OF DIRECTORS IN CONNECTION WITH A MATTER SUBJECT FOR DISCUSSION OR CONSIDERATION AT AN OPEN MEETING OF THE BOARD OF DIRECTORS ARE AVAILABLE FOR PUBLIC INSPECTION IN THE AUTHORITY ADMINISTRATIVE OFFICE LOCATED AT 34156 DEL OBISPO STREET, DANA POINT, CA ("AUTHORITY OFFICE") OR BY PHONE REQUEST MADE TO THE AUTHORITY OFFICE AT 949-234-5400. IF SUCH WRITINGS ARE DISTRIBUTED TO MEMBERS OF THE BOARD OF DIRECTORS LESS THAN TWENTY-FOUR (24) HOURS PRIOR TO THE MEETING, THEY WILL BE AVAILABLE IN THE RECEPTION AREA OF THE AUTHORITY OFFICE AT THE SAME TIME AS THEY ARE DISTRIBUTED TO THE BOARD OF DIRECTORS AND SENT TO ANY REMOTE PARTICIPANTS REQUESTING EMAIL DELIVERY OR POSTED ON SOCWA'S WEBSITE. IF SUCH WRITINGS ARE DISTRIBUTED IMMEDIATELY PRIOR TO, OR DURING, THE MEETING, THEY WILL BE AVAILABLE IN THE MEETING ROOM OR IMMEDIATELY UPON VERBAL REQUEST TO BE DELIVERED VIA EMAIL TO REQUESTING PARTIES PARTICIPATING REMOTELY.

THE PUBLIC MAY PARTICIPATE REMOTELY BY VIRTUAL MEANS. FOR AUDIO OF MEETING USE THE CALL IN PHONE NUMBERS BELOW AND FOR VIDEO USE THE ZOOM LINK BELOW.

Join Zoom Meeting
<https://socwa.zoom.us/>

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South Orange County Wastewater Authority
Board of Directors Special Meeting
September 10, 2026

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

Members of the public may address the Board regarding an item on the agenda or may reserve this opportunity during the meeting at the time the item is discussed by the Board. There will be a three-minute limit for public comments.

4. CONSENT CALENDAR

A. Minutes of Board of Directors..... 1

- Board of Directors Regular Meeting of August 13, 2026
- Board of Directors Special Meeting of August 17, 2026

ACTION The Board will be requested to approve the subject Minutes.

B. July 2026 Operations Report..... 8

1. Monthly Operational Report
2. SOCWA Ocean Outfall Discharges by Agency
3. Beach Ocean Monitoring Report
4. Recycled Water Report
5. Pretreatment Report (August)

ACTION The Board will be requested to receive and file subject reports as submitted.

C. Capital Improvement Construction Projects Progress and Change Order Report (August)
[Project Committees 2 and 15] 48

ACTION Information Item.

D. Capital Improvement Program Workplan..... 53

ACTION Information Item.

5. ENGINEERING MATTERS

A. Engine System Service Contract Award- Northeastern-Western Energy Systems USA
[Project Committee 2]..... 55

ACTION Staff recommends the award of the engine/power plant system service contract with Northeastern-Western Energy Systems USA, in an amount not to exceed \$100,000.

South Orange County Wastewater Authority
Board of Directors Special Meeting
September 10, 2026

Agenda

- B. JBL Plant 1 Generator Updates [Project Committee 2]..... 91
- ACTION Board discussion, direction, or action.
6. GENERAL MANAGER'S REPORT
- A. ACOO and SJCOO Receiving Water Monitoring Reports and CEDEN Data Submittal Authorization for WSP USA, Inc. [Project Committee 5, Project Committee 24] 93
- ACTION Staff recommends that the Board of Directors authorize the General Manager to issue two purchase orders to WSP USA, Inc. for preparation of the ACOO and SJCOO Receiving Water Monitoring Reports and associated CEDEN data submittals in the amount of \$53,993 each, for a combined total not to exceed \$107,986.
- B. Regional Government Services Contract Amendment.....104
- ACTION Staff recommends that the Board of Directors authorize the Acting General Manager to execute Amendment No. 2 to the Professional Services Agreement with Regional Government Services Authority (RGS), dated November 8, 2024, extending the term through June 30, 2027, and increasing the Not to Exceed amount by \$55,000 to a revised total of \$161,000.
- C. General Manager's Report108
- ACTION Board discussion, direction, or action.
- D. General Counsel's Report
- ACTION Information Item.
- E. Government Affairs Report (Under Separate Cover)
- ACTION Information Item.
- F. Upcoming Meetings Schedule:
- September 15, 2026 – Finance Committee Meeting
 - September 17, 2026 – Engineering Committee Meeting
 - October 1, 2026 – Board of Directors Meeting
- ACTION Information Item.
7. CLOSED SESSION
- Closed Session Conference pursuant to Government Code § 54957b)
Public Employment
Title: Legal Counsel

South Orange County Wastewater Authority
Board of Directors Special Meeting
September 10, 2026

Agenda

Initiation of litigation pursuant to Government Code § 54956.9(d)(4)
Conference with Legal Counsel - Anticipated Litigation
One Potential Case

Report out of Closed Session

8. OTHER MATTERS

Determine the need to take action on the following item(s) introduced by the General Manager, which arose after the posted agenda. [Adoption of this action requires a two-thirds vote of the Board, or if less than two-thirds are present, a unanimous vote.]

9. ADJOURNMENT

THE NEXT SOCWA BOARD MEETING
October 8, 2026

**MINUTES OF REGULAR MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

DRAFT

Board of Directors

August 13, 2026

The Regular Meeting of the South Orange County Wastewater Authority (SOCWA) Board of Directors was held in person and via teleconference on August 13, 2026, at 8:30 a.m. at their Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Board of Directors were present:

MIKE DUNBAR	Emerald Bay Service District	Director
KATHRYN FRESHLEY	El Toro Water District	Director
BOB WHALEN	City of Laguna Beach	Director
RICK SHINTAKU	South Coast Water District	Alternate Director
FRANK URY	Santa Margarita Water District	Director
DAVE REBENDSOLF	City of San Clemente	Director [Arrived @ 8:35am]

Staff Present:

AMBER BOONE	General Manager
JIM BURROR	Deputy GM/ Chief Engineer
JACK BECK	Accountant
ANNA SUTHERLAND	Staff Accountant
DINA ASH	Human Resources Administrator
LYNDA MAY	Assistant Secretary
MATT CLARKE	Chief Technology Officer
RONI GRANT	Capital Improvement Program Manager
JAMES JONES	Superintendent of O&M
IAN LOSKA	Electrical/ Instrumentation Technician
ROBERT CULVER	Environmental Service Manager

Also Present:

ADRIANA OCHOA	Snell & Wilmer
BRAD NEUFELD	Varner & Brandt
KARI VOZENILEK	Kidman Law, LLP
ULISES ESCALONA	City of Laguna Beach
JOE MUELLER	South Coast Water District
DENNIS CAFFERTY	El Toro Water District
DUSTIN BURNSIDE	City of San Clemente
GRANT VILLAMER	City of San Clemente
RACHEL STRUGLIA	Dudek
RUSS BERGHOLZ	Dudek

1. CALL TO ORDER

Vice Chairman Bob Whalen called the meeting to order at 8:32 a.m.

2. PLEDGE OF ALLEGIANCE – Director Mike Dunbar

3. ORAL COMMUNICATIONS

4. CONSENT CALENDAR

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Shintaku to approve the Consent Calendar as submitted.

Motion carried: Aye 6 Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Whalen Aye
Director Ury Aye
Director Shintaku Aye
Director Rebensdorf Aye

(4A-4D)

- A. Minutes of Board of Directors Regular Meeting for July 9, 2026
- B. June 2026 Operations Report
Approved Action: Information Item; received and filed.
- C. Capital Improvement Construction Projects Progress and Change Order Report (July) [Project Committees 2 and 15]
Approved Action: Information Item.
- D. Capital Improvement Program Workplan
Approved Action: Information Item.

5. ENGINEERING MATTERS

- A. North Coast Interceptor Reach Final Initial Study/Mitigated Negative Declaration (IS/MND) [Project Committee 23]

An open discussion ensued on the mitigation measure within the Mitigation Monitoring and Reporting Program (MMRP) on construction noise reduction, and the recent amendment regarding alternative back-up beeper alarm systems.

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Whalen to take the following actions and make the following findings:

- 1) Find that the PC23 Board has independently reviewed and considered the amended Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared and adopted by the City of Laguna Beach as Lead Agency for the North Coast Interceptor Reach 5 Replacement Project;
- 2) Find, pursuant to CEQA Guidelines Section 15074(b), that: (a) there is no substantial evidence, based on the whole record before the Board, that the Project will have a significant effect on the environment; (b) the Final IS/MND reflects SOCWA's independent judgment and analysis; and (c) the mitigation measures identified in the Final IS/MND have been incorporated into the Project;
- 3) Find that the Final IS/MND adequately addresses the environmental impacts associated with the approvals within SOCWA's jurisdiction, and that no comments received on the Final IS/MND, including the comment submitted by OC Parks regarding the Orange County Central and Coastal Natural Communities Conservation Plan/Habitat Conservation Plan addressed in Response to Comment A1, raised issues specific to matters within SOCWA's jurisdiction requiring separate SOCWA-specific mitigation beyond that already included in CLB's MMRP;

- 4) Condition the Board's approval on compliance with CLB's Mitigation Monitoring and Reporting Program (MMRP), and direct staff to request that CLB provide SOCWA with compliance monitoring reports for mitigation measures affecting SOCWA-owned facilities, including MM-GEO-1 (ground vibration and settlement monitoring near the SOCWA Coastal Treatment Plant) and MM-HYD-1 (frac-out contingency plan);
- 5) Approve the City of Laguna Beach's proposed improvements to the SOCWA-owned North Coast Interceptor Reach 5;
- 6) Authorize the General Manager to execute all documents necessary to implement these Board actions and file a Notice of Determination with the County Clerk within five working days of Board approval, pursuant to Public Resources Code Section 21152(a) and CEQA Guidelines Section 15075(a);
- 7) Find that SOCWA's administrative record for the Project, including this staff report, the Final IS/MND, SOCWA-specific correspondence, and the Board's findings, will be maintained and made available for public inspection at SOCWA's offices, with the General Manager's office serving as custodian of the record.

Motion carried: Aye 2, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Whalen Aye

B. JBL Engine System Service Contract Award to Northeastern-Western Energy Systems USA [Project Committee 2]

After an open discussion, the Board decided to defer the item until the next Board meeting in September and requested an analysis on the cogeneration system, cost comparisons, and other permitting risks affecting the plant. Staff agreed to include potential self-certification in the agenda.

6. GENERAL MANAGER'S REPORT

- A. Resolution No. 2026-07: Making Additional Findings Required by Government Code Section 54953.8.6, Subdivision (e)(2), Regarding Continued Authorization of Teleconference Meetings for Eligible Subsidiary Bodies Pursuant to Senate Bill 707.

ACTION TAKEN

A motion was made by Director Ury and seconded by Director Dunbar to adopt Resolution No. 2026-07, making additional findings required by Government Code Section 54953.8.6, subdivision (e)(2), to continue authorization of teleconference meetings for eligible subsidiary bodies of SOCWA, or take other action as the Board may deem appropriate.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Whalen Aye
Director Ury Aye
Director Shintaku Aye
Director Rebensdorf Aye

B. Resolution No. 2026-08: Revised SOCWA Conflict of Interest Code

ACTION TAKEN

A motion was made by Director Ury and seconded by Director Dunbar to approve Resolution No. 2026-08, A Resolution of the Board of Directors of the South Orange County Wastewater

Authority Adopting a Conflict of Interest Code, which supersedes all prior Conflict of Interest Codes and Amendments previously adopted.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Whalen Aye
Director Ury Aye
Director Shintaku Aye
Director Rebensdorf Aye

C. General Manager's Report

Ms. Boone updated the Board on Madison AI's usage report, the CTP Facility Planning Schedule, and presented slides on the July 15, 2026, JBL Treatment Plant spill. A discussion ensued on the generator equipment's performance and the AQMD permit delays. The Board requested more data on outstanding permits and the generator's performance issues to bring to the next Board meeting in September.

This was an information item; no action was taken.

D. General Counsel's Report

Ms. Ochoa briefed the Board on the recent CASA conference, noting current legislation efforts to regulate 'nexus waters' with SB 601, pending immunity from CERCLA's PFAS/PFOAS liability, and CASA's sponsored legislation on flushable wipes labeling.

This was an information item; no action was taken.

E. Government Affairs Report

Ms. Boone presented the Government Affairs report in Chad Wanke's absence, noting progress on the CTP access road repair.

This was an information item; no action was taken.

F. Upcoming Meetings Schedule:

- August 17, 2026 – Board of Directors Special Meeting
- August 20, 2026 – Engineering Committee Meeting
- September 15, 2026 – Board of Directors Regular Meeting

This was an information item; no action was taken.

The Board of Directors convened to Closed Session at 9:37 a.m.

7. CLOSED SESSION

The Board of Directors recessed to Closed Session to consider the following items:

Closed Session Conference Pursuant to Government Code § 54956.9(d)(4)
Conference with Legal Counsel
Initiation of Litigation: 1 Potential Case

Closed Session Conference Pursuant to Government Code § 54957.6
Conference with Labor Negotiator

Agency Designated Representative:
Unrepresented Employee:

Brad Neufeld, Labor Counsel, Varner & Brandt
Amber Boone, General Manager

The Board of Directors reconvened to Open Session at 10:22 a.m.

8. OPEN SESSION

Brad Neufeld reported the new employment agreement with Amber Boone, General Manager effective August 13, 2026.

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Ury to approve SOCWA's new employment agreement for Ms. Boone reflecting a 7% salary increase, a \$10,090 contribution to her 457b plan, a four-year term, and one additional administrative day.

Motion carried:	Aye 5, Nay 0, Abstained 0, Absent 1
Director Dunbar	Aye
Director Freshley	Absent
Director Whalen	Aye
Director Ury	Aye
Director Shintaku	Aye
Director Rebensdorf	Aye

9. OTHER MATTERS

10. ADJOURNMENT

There being no further business, Chairman Whalen adjourned the meeting at 10:24a.m. I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Regular Meeting of the South Orange County Wastewater Authority Board of Directors on August 13, 2026, and approved by the Board of Directors of the South Orange County Wastewater Authority.

Lynda May, Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**MINUTES OF SPECIAL MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

DRAFT

Board of Directors

August 17, 2026

The Special Meeting of the South Orange County Wastewater Authority (SOCWA) Board of Directors was held in person and via teleconference on August 17, 2026, at 9:00 a.m. at their Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Board of Directors were present:

KATHRYN FRESHLEY	El Toro Water District	Director
BOB WHALEN	City of Laguna Beach	Director
SCOTT GOLDMAN	South Coast Water District	Director
MIKE DUNBAR	Emerald Bay Service District	Director [Zoom]
DAVE REBENS DORF	City of San Clemente	Director

Absent:

FRANK URY	Santa Margarita Water District	Director
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Staff Present:

AMBER BOONE	General Manager
LYNDA MAY	Assistant Secretary
MATT CLARKE	Chief Technology Officer
IAN LOSKA	Electrical / Instrumentation Technician

Also Present:

RICK SHINTAKU	South Coast Water District
ERICA CASTILLO	South Coast Water District
ADRIANA OCHOA	Snell & Wilmer
TRACIE STENDER	Snell & Wilmer
CHAD THURSTON	Snell & Wilmer
MARTIN KOCZANOWICZ	Aleshire & Wynder
PAUL EARLY	Aleshire & Wynder

1. CALL TO ORDER

Director Scott Goldman called the meeting to order at 9:05 a.m.

2. PLEDGE OF ALLEGIANCE – Director Bob Whalen

3. ORAL COMMUNICATIONS

None.

4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

ACTION TAKEN

A motion was made by Director Freshley and seconded by Director Whalen to approve remote attendance for Director, Mike Dunbar.

Motion carried: Aye 5 Nay 0, Abstained 0, Absent 1

Director Dunbar	Aye
Director Freshley	Aye
Director Whalen	Aye
Director Ury	Absent
Director Goldman	Aye
Director Rebensdorf	Aye

The Board of Directors convened to Closed Session at 9:07 a.m.

5. CLOSED SESSION

Closed Session Conference pursuant to Government Code § 54957b)
Public Employment
Title: Legal Counsel

The Board of Directors reconvened to Open Session at 11:58 a.m. There were no reportable actions.

6. ADJOURNMENT

There being no further business, Director Goldman adjourned the meeting at 12:00 p.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Special Meeting of the South Orange County Wastewater Authority Board of Directors on August 17, 2026, and approved by the Board of Directors of the South Orange County Wastewater Authority.

Lynda May, Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

Agenda Item

4.B.

Board of Directors Meeting

Meeting Date: September 10, 2026

TO: Board of Directors
FROM: Jim Burror, Deputy General Manager/Chief Engineer
SUBJECT: July 2026 Operations Report

Summary/Discussion

The following selected operational reports are provided monthly to the Board of Directors. The operational reports included are as follows:

1) Monthly Operational Report

A six (6) page overview and comparison of owner use of facilities, including influent and recycled water production. The pages include ongoing calculations used by SOCWA for billing the agencies. Other items include important statistics for regulatory compliance, visits by the public to the treatment works, and other vendor interactions. The information is broken down by facility and by Member Agency.

2) SOCWA Ocean Outfall Discharges by Agency

This data shows how much water is being discharged into the ocean each month and for the last 12 months. This data is presented for the agencies planning reuse projects to better understand the potential to expand water reuse in their service area.

3) Beach Ocean Monitoring Report

4) Recycled Water Report

5) Pretreatment Report

Fiscal Impact

No change.

Recommended Action:

Receive and file the Operational Reports.

Monthly Operational Report

SOCWA Operational Report July 2026

Excursion, Complaint, and Violation Events

Events	CTP	JBL	Totals
Odor	0	0	0
Noise	0	0	0
Spills	0	0	0
Violations	0	0	0
Others	0	0	0

Plant Wastewater Characteristics

Key Parameters	CTP	JBL TP1	JBL TP2	Total
Influent (mgd) (1)	2.58	8.17	1.13	11.88
Effluent (mgd)	2.38	5.61	2.88	10.86
Peak Flow (mgd)	6.85	15.90	5.21	27.96
Influent BOD (mg/l)	281	245	245	
Influent TSS (mg/l)	463	444	444	
Effluent BOD (mg/l)	3.2	5.2	7.1	
Effluent TSS (mg/l)	3.8	5.1	6.6	
Effluent Turbidity (NTU)	2.1	2.4	3.3	

(1) CTP Influent value does not include AWT backwash in this table.

Recycled Water (AWT) Operations

Key Parameters	CTP	JBL	Totals
Average Flow (mgd)	0.86		0.86
Days of Operation (days)	31		
Total Flow (million gallons)	26.77		26.77
Plant Irrigation (million gallons)	0.10	0.30	0.40
AWT Time Online (%)	95.3		

Wastewater Unit Definitions

mgd = million gallons per day

mg/l = milligram per liter also known as parts per million

NTU = Nephelometric Turbidity Units

SOCWA Operational Report July 2026 (cont'd)

Biosolids Management

Biosolids Management Site	CTP	JBL	Totals
Nursery Products (tons)		916.0	916.0
Prima Deshecha (tons)		9.9	9.9
Other: (tons)		0.0	0.0
Total Processed (tons)		925.9	925.9

Summary of Maintenance Activities

Task Type	CTP	JBL	Totals
Preventative Maintenance	48	621	669
Corrective Maintenance	4	42	46

Site Visitors

Visitor Types	CTP	JBL	Totals
Regulatory	0	1	1
Member Agency	1	3	4
Residents	0	0	0
Others	11	33	44
Tours #/Visitors	0	1	1

Grit Disposal Management

Grit & Screenings	CTP	JBL	Totals
Simi Valley Landfill (tons)	6.7	36.0	42.7

Chemical and Energy Utilization

Chemical/Utility	CTP	JBL	Totals
Ferric Chloride (tons)	9.1	25.2	34
Utility Power Purchase (kWh)	196,307	185,090	381,397
Cogen Power (kWh)		403,763	403,763
Natural Gas (Dth)		1,062	1,062
Digester Gas to Engine (scfm)		4,646,259	4,646,259
Digester Gas to Boiler (scfm)		63,779	63,779
Digester Gas to Flares (scfm)		965,456	965,456

NA = Not Available at the time this report was generated.

Wastewater Unit Definitions

kWh = kilowatt hours

Dth = Dekatherms

scfm = standard cubic feet per minute

SOCWA Operational Report July 2026 (cont'd)

Agency Flows to SOCWA Operated Treatment Plants (Including Internal Waste Streams Used for Billing)

Agency	CTP (mgd)	CTP (%)	JBL (mgd)	JBL (%)	Total (mgd)	Notes
CLB	1.445	53.65%			1.445	
EBSD	0.061	2.25%			0.061	
MNWD			1.400	15.06%	1.400	C/O SCWD
SCWD	1.188	44.11%	1.848	19.87%	3.035	
SMWD			6.050	65.07%	6.050	
Total	2.693	100.00%	9.298	100.00%	11.991	

Total Agency Outfall Flows by Outfall System-Billing Flows

Agency	SJCOO (mgd)	SJCOO (%)	ACOO (mgd)	ACOO (%)	Total (mgd)	Notes
CLB			1.44	15.88%	1.44	
EBSD			0.06	0.67%	0.06	
MNWD	1.52	12.07%	1.21	13.26%	2.72	C/O SCWD/SMWD (SJCOO) & ETWD (ACOO)
SCWD	2.02	16.06%	0.87	9.58%	2.89	
ETWD			1.07	11.72%	1.07	
IRWD			4.45	48.89%	4.45	C/O ETWD
SMWD	6.60	52.59%			6.60	
CSC	2.42	19.29%			2.42	
Total	12.56	100.00%	9.10	100.00%	21.65	

SOCWA Operational Report July 2026 (cont'd)

FY Flow/Solids Summary-Billing

Project Committee No. 2 Liquids (JBL)

Agency	Own (mgd)	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)(1)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
SCWD	6.75	51.92%	1.598	20.85%	1.848	19.87%	1.85	19.87%
SMWD	6.25	48.08%	4.667	60.89%	6.050	65.07%	6.05	65.07%
MNWD(3)			1.400	18.26%	1.400	15.06%	1.40	15.06%
Total	13.00	100.00%	7.665	100.00%	9.298	100.00%	9.30	100.00%

Project Committee No. 2 Solids (JBL)

Agency	Own (lbs/d)	Own (%)	Budget (lbs/d)	Budget (%)	Month (lbs/d)	Month (%)	36 Month Rol. Avg. (lbs/d) (2)	36 Month Rol. Avg. (%)
SCWD	16,055	41.62%	5,183	17.12%	5,308	17.44%	3,024	11.22%
SMWD	22,518	58.38%	19,402	64.08%	23,754	78.03%	18,746	69.59%
MNWD(3)			5,693	18.80%	6,688	21.97%	5,170	19.19%
Total	38,573	100.00%	30,278	100.00%	30,442	100.00%	26,940	100.00%

Project Committee No. 5 - San Juan Creek Ocean Outfall (SJCOO)

Agency	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CSC	16.63%	13.300	16.63%	2.422	19.29%	2.422	19.29%
SCWD	12.46%	9.970	12.46%	2.016	16.06%	2.016	16.06%
SMWD	55.40%	44.320	55.40%	6.603	52.59%	6.603	52.59%
MNWD(4)		12.410	15.51%	1.515	12.07%	1.515	12.07%
Total	100.00%	80.000	100.00%	12.557	100.00%	12.557	100.00%

(1) Influent billing meter summary:

- CSJC is metered daily in the collection system. The area-velocity meter has an accuracy of +/- 20%.
- MNWD flows with SCWD flows are assumed to be 1.4 mgd unless Treatment Plant 3A is discharging to the sewer. If other discharges occur, they are estimated.
- SCWD flows are the summation of the DPSD and Victoria PS meters. The two metering systems have an accuracy of +/- 10%.
- The Oso Trabuco sewer is metered daily in the collection system. The flows from MNWD are subtracted from the metering data collected to determine SMWD's flows. The metering system in the collection system has an accuracy of +/- 20%.

(2) The 36-month average is the average of the past 36 months. The Use Audit is based on the last 3 Fiscal Years versus the average of the past 36 months.

(3) C/O SCWD for billing.

(4) C/O SCWD and SMWD for billing.

SOCWA Operational Report July 2026 (cont'd)

FY Flow/Solids Summary-Billing (cont'd)

Project Committee No. 15 (CTP)

Agency	Own (mgd)	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CLB	3.64	54.33%	1.430	53.56%	1.445	53.65%	1.445	53.65%
EBSD	0.20	2.99%	0.060	2.25%	0.061	2.25%	0.061	2.25%
SCWD	2.86	42.69%	1.180	44.19%	1.188	44.11%	1.188	44.11%
Total	6.70	100.00%	2.670	100.00%	2.693	100.00%	2.693	100.00%

Project Committee No. 24 (ACOO)

Agency	Own (%)	Budget (mgd)	Budget (%)	Month Outfall Flow (mgd)	Month Outfall Flow (%)	FY Avg Outfall Flow (mgd)	FY Avg Outfall Flow (%)
CLB	11.00%	5.500	11.00%	1.445	15.88%	1.445	15.88%
EBSD	0.78%	0.390	0.78%	0.061	0.67%	0.061	0.67%
ETWD	16.30%	8.151	16.30%	1.066	11.72%	1.066	11.72%
MNWD(1)	43.85%	21.924	43.85%	1.206	13.26%	1.206	13.26%
IRWD(1)	15.76%	7.880	15.76%	4.447	48.89%	4.447	48.89%
SCWD	12.31%	6.155	12.31%	0.871	9.58%	0.871	9.58%
Total	100.00%	50.000	100.00%	9.097	100.00%	9.097	100.00%

(1) Permitted flow to the ACOO from IRWD and MNWD who are not member agencies of SOCWA.

SOCWA Operational Report July 2026 (cont'd)

Select Critical Equipment Repairs

JBL - PC2

Troubleshoot failed gas skid pressure gauge at JBL.
Replaced failed Primary Sludge Meter with a new Sparling meter at JBL.
Replaced several failed Aeration Tank D.O. probe caps at JBL.
Troubleshoot failed scrubber pH meter showing incorrect pH and temperature at JBL.
Replaced failed Digester #3 TWAS valve at JBL.
Replaced failed Blower Fan breaker at JBL.
Troubleshoot failing Decant Pump that was repeatedly cycling at JBL.
Troubleshoot failing Sludge Recirc and Transfer Pump Nos. 1 and 2 disconnects at JBL.
Replaced failed Supply Fan Plant #2 motor at JBL.
Troubleshoot failed Gas Blower #3 after the power outage at JBL.
Responded to a power outage at JBL.
Replaced fail H₂S Removal Vessel 1 media at JBL.
Repaired failing RAS #5 pump electrical system at JBL.
Repaired failed Raw Sewage Pump #6 limit switches at JBL.
Repaired failing Primary Sludge Pump #3 at JBL.
Overhauled failing Grit Pump Nos. 1 and 2 at JBL.
Troubleshoot failed Scrubber Recirc Pump #2 after its breaker tripped at JBL.
Repaired failing Plant #1 Air Compressor manual drain system with an automatic drain at JBL.
Repaired failing Digester #3 sludge-feed check valve at JBL.
Troubleshoot failed outfall flow meter and conductivity instrumentation at SCJO Station.

CTP - PC15

Responded to an about 8-hour power outage at CTP.
Supported active construction on the skimmers and plant storm drain system.
Troubleshoot failing Secondary Scum Skimmer West #2 electrical connections at CTP.
Conducted the annual infrared inspection at CTP and implemented several immediately recommended gear replacements.
Troubleshoot failing Grit Valve 1A EN wiring and tested repairs at CTP.

SOCWA Ocean Outfall Discharges by Agency

SOCWA Operational Report July 2026 (cont'd)

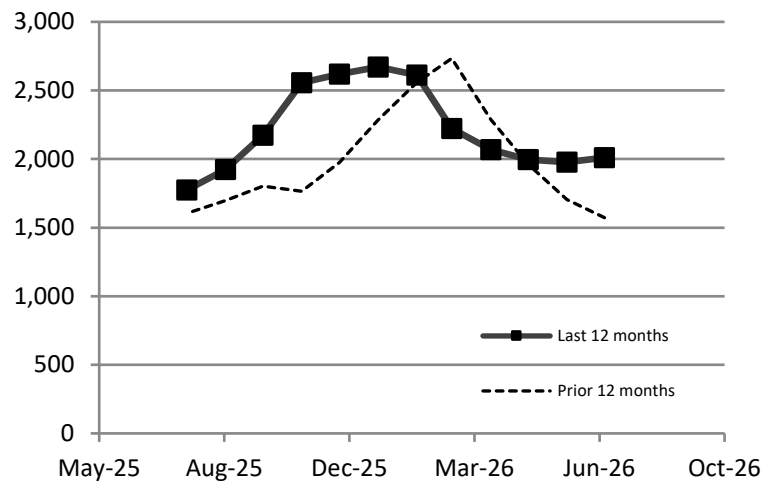
Agency	SJCOO (mgd)	SJCOO (%)	ACOO (mgd)	ACOO (%)	Total (mgd)
CLB			1.44	15.88%	1.44
EBSD			0.06	0.67%	0.06
MNWD(1)	1.52	12.07%	1.21	13.26%	2.72
SCWD	2.02	16.06%	0.87	9.58%	2.89
ETWD			1.07	11.72%	1.07
IRWD(2)			4.45	48.89%	4.45
SMWD	6.60	52.59%			6.60
CSC	2.42	19.29%			2.42
Total	12.56	100.00%	9.10	100.00%	21.65
or Acre-Feet per year equivalent					24,252

(1) C/O ETWD, SCWD & SMWD

(2) C/O ETWD

12-Month Running Total Discharge to Ocean Outfalls (AF)

7/1/2026	2,010
6/1/2026	1,978
5/1/2026	1,995
4/1/2026	2,068
3/1/2026	2,222
2/1/2026	2,613
1/1/2026	2,671
12/1/2025	2,620
11/1/2025	2,557
10/1/2025	2,174
9/1/2025	1,924
8/1/2025	1,774
Total	26,606



Beach / Ocean Monitoring Report

ALISO CREEK OCEAN OUTFALL MONITORING REPORT

July 2026

DATE	IRWD LOS ALISOS WRP				EL TORO WRP				SOCWA REGIONAL PLANT				SOCWA COASTAL PLANT				IRWD IDP	IRWD SGU	SCWD ACWRF	ACOO	Rain
	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	FLOW MGD	FLOW MGD	FLOW MGD	Fall inches
07/01/26	3.458	11.5	3.6	<0.1	1.172	13.6	4.5	0.1	1.280	12.2	4.2	<0.1	1.758	6.4	4.9	<0.1	0.447	0.419	0.144	3.182	0.00
07/02/26	3.493	11.0	4.4	<0.1	1.810	12.6	3.6	0.1	1.16	13.0	3.3	<0.1	2.391	4.6	3.2	<0.1	0.452	0.536	0.132	9.974	0.00
07/03/26	3.479	15.2	3.8	<0.1	2.654	7.1	2.9	<0.1	0.130	6.8	2.7	0.1	2.102	4.4	2.1	<0.1	0.452	0.000	0.135	8.952	0.00
07/04/26	3.498	16.4		<0.1	2.750	8.6	3.7	<0.1	2.420	8.0	2.6		2.362	3.6	1.6		0.452	0.000	0.130	11.612	0.00
07/05/26	3.583	14.2	3.8	0.1	1.865	3.8	3.8	0.1	3.490	21.6	5.7	0.3	2.425	4.6	4.3	<0.1	0.452	0.000	0.127	11.942	0.00
07/06/26	3.509	12.8	3.7	<0.1	1.355	3.3		0.1	2.830		4.1	0.1	2.753		2.0	<0.1	0.453	0.000	0.130	11.030	0.00
07/07/26	3.531	16.6	3.3	<0.1	1.094	6.6	1.3	<0.1	0.550	8.6	4.1	<0.1	2.620	4.5	2.4	<0.1	0.451	0.000	0.135	8.381	0.00
07/08/26	3.536	16.7	3.0	<0.1	0.848	3.3	2.0	<0.1	0.390	10.0	3.4	<0.1	2.435	8.0	2.4	<0.1	0.452	0.593	0.130	8.384	0.00
07/09/26	3.530	13.5		<0.1	0.546	8.1	4.5	<0.1	0.400	8.2	3.2	<0.1	2.032	2.4	2.0	<0.1	0.452	0.512	0.152	7.624	0.00
07/10/26	3.515	22.4	4.8	<0.1	0.469	7.5	3.3	<0.1	0.250	4.3	1.8	<0.1	2.262	4.7	3.5	<0.1	0.452	0.591	0.103	7.642	0.00
07/11/26	3.525	16.0		<0.1	0.646	3.0	2.2	<0.1	4.380	12.6	3.8	0.8	1.582	3.5	3.8	<0.1	0.452	0.594	0.152	11.331	0.00
07/12/26	3.535	17.0	3.3	<0.1	0.770	3.0	2.0	<0.1	3.360	20.3	4.7	0.2	1.421	3.8	4.2	<0.1	0.452	0.591	0.116	10.245	0.00
07/13/26	3.489	14.3	3.1	0.1	0.950	3.9	1.9	<0.1	2.750	16.3	4.0	<0.1	1.399	5.0	3.2	<0.1	0.453	0.589	0.135	9.765	0.00
07/14/26	3.422	15.5	6.1	<0.1	1.322	3.3	2.0	0.1	2.520	11.1	4.3	<0.1	2.261	3.2	2.8	<0.1	0.452	0.547	0.133	10.657	0.00
07/15/26	3.398	15.1	4.2	<0.1	1.475	7.0	2.4	0.1	0.580	3.9	<2.0	<0.1	2.212	3.5	3.1	<0.1	0.453	0.542	0.134	8.794	0.00
07/16/26	3.464	16.0	4.5	<0.1	0.603	6.9	3.2	0.1	0.880	6.0	2.3	<0.1	2.177	4.2	4.3	<0.1	0.452	0.541	0.151	8.268	0.00
07/17/26	3.467	17.4	4.3	<0.1	0.721	9.7	3.6	<0.1	1.050	7.0	2.3	<0.1	2.178	3.2	4.0	0.1	0.453	0.541	0.126	8.536	0.00
07/18/26	3.579	22.0		<0.1	0.868	7.5	3.7	<0.1	0.910	6.4	<2.0	<0.1	2.358	1.6	2.6	<0.1	0.452	0.539	0.150	8.856	0.00
07/19/26	3.601	21.0	4.5	0.1	1.039	5.9	2.4	<0.1	0.580	4.4	<2.0	<0.1	2.423	3.6	3.5	<0.1	0.453	0.539	0.109	8.744	0.00
07/20/26	3.738	23.2	5.6	<0.1	0.974	3.6		0.1	1.140	4.9	3.4	<0.1	2.550	7.1	3.3	<0.1	0.453	0.537	0.108	9.500	0.00
07/21/26	3.577	19.2	5.6	<0.1	0.741	5.9	2.8	<0.1	0.920	4.4	1.5	<0.1	2.284	1.5	2.5	<0.1	0.452	0.535	0.118	8.627	0.00
07/22/26	3.617	16.8	5.0	<0.1	0.930	8.6	2.0	<0.1	0.820	4.4	<2.0	0.1	1.878	2.2	2.7	0.2	0.453	0.587	0.051	8.336	0.00
07/23/26	3.679	17.6	5.6	<0.1	0.633	9.4	3.6	0.1	0.670	4.0	<2.0	0.2	2.171	3.1	4.0	<0.1	0.453	0.573	0.110	8.289	0.00
07/24/26	3.578	22.8	5.8	<0.1	0.680	5.8	2.9	0.1	0.480	4.6	1.8	<0.1	2.664	<1.0	2.3	<0.1	0.453	0.573	0.143	8.571	0.00
07/25/26	3.597	21.1	6.1	0.1	0.801	6.8	3.9	<0.1	0.310	5.0	<2.0	<0.1	2.493	3.2	3.6		0.452	0.571	0.133	8.357	0.00
07/26/26	3.598	20.8	5.5	<0.1	1.081	5.7	3.3	<0.1	0.260	6.3	<2.0	<0.1	2.510	5.4	3.0	<0.1	0.453	0.549	0.144	8.595	0.00
07/27/26	3.590	18.8	5.2	0.1	0.957	6.8		0.1	1.090	6.6	3.9	<0.1	2.364	4.1	3.8	<0.1	0.453	0.553	0.104	9.111	0.00
07/28/26	3.556	20.0	5.9	<0.1	1.211	7.3	3.2	0.2	0.470	5.9	<2.0	<0.1	2.225	3.8	3.4	<0.1	0.453	0.550	0.134	8.599	0.00
07/29/26	3.615	18.4	5.9	<0.1	0.894	11.0	4.0	<0.1	0.450	3.3	<2.0	<0.1	2.663	2.6	2.7	<0.1	0.446	0.549	0.130	8.747	0.00
07/30/26	3.638	20.3	5.0	0.1	0.594	9.0	6.7	0.2	0.340	3.0	<2.0	<0.1	2.687	1.6	4.3	<0.1	0.453	0.549	0.123	8.384	0.00
07/31/26	3.657	19.6		<0.1	0.608	10.8	5.0	<0.1	0.540	2.8	2.1	<0.1	2.073	3.0	4.4	<0.1	0.452	0.000	0.133	7.463	0.00
AVG	3.550	17.5	4.7	<0.1	1.066	6.9	3.2	<0.1	1.206	7.9	2.9	<0.1	2.249	3.8	3.2	<0.1	0.452	0.445	0.128	8.919	
TOTAL	110.05				33.06				37.40				69.71				14.01	13.80	3.955	276.50	0.00

Unified Beach Monitoring

#1

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1 2026
 SAMPLE SOURCE: Surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 07:46

Weather: Overcast

COMMENTS: surfer prescene on sites ACM1z, S8, & S9. Slight heavy bubble/film offshore at site S9

STA#	DATE	TIME	Total	Fecal	Entero-	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			Coliform	Coliform	coccus	Origin								
			CFU/100ml	CFU/100ml	CFU/100ml									
			SM9222B	SM9222D	EPA 1600	Onshore	Offshore							
S3	07/06/26	08:10	<10	<10	<2	None	None	None	None	Green	64	Clear		4
S4	07/06/26	10:21	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S5	07/06/26	10:14	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S6	07/06/26	09:55	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		2
WEST	07/06/26	09:52	10	<10	<2	None	None	None	None	Green		Slightly Turbid		6
S7	07/06/26	09:46	<10	<10	<2	None	None	None	None	Green		Clear		
S8	07/06/26	09:27	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S9	07/06/26	09:24	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
ACM1	07/06/26	09:20	20	<10	<2	None	None	None	None	Green		Slightly Turbid		
S10	07/06/26	09:02	10	<10	<2	None	None	None	None	Green		Clear		
S11	07/06/26	08:58	<10	<10	<2	None	None	None	None	Green		Clear		
S12	07/06/26	08:51	<10	<10	<2	None	None	None	None	Green		Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#2

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 10:11

Weather: Overcast

COMMENTS:

STA#	DATE	TIME	Total Coliform	Fecal Coliform	Entero- coccus	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600	Onshore	Offshore							
S3	07/13/26	10:57	<10	<10	2	None	None	None	None	Green	72	Clear		
S4	07/13/26	10:33	<10	10	4	None	None	None	None	Green		Clear		
S5	07/13/26	10:27	100	<10	<2	None	None	None	None	Green		Clear		
S6	07/13/26	09:52	<10	<10	<2	None	None	None	None	Green		Clear		
WEST	07/13/26	09:55	20	<10	4	None	None	None	None	Green		Clear		
S7	07/13/26	10:02	40	<10	<2	None	None	None	None	Green		Clear		
S8	07/13/26	09:30	10	<10	<2	None	None	None	None	Green		Clear		
S9	07/13/26	09:27	<10	<10	<2	None	None	None	None	Green		Clear		
ACM1	07/13/26	09:19	60	<10	6	None	None	None	None	Green		Clear	Flowing	
S10	07/13/26	09:05	10	<10	10	None	None	None	None	Green		Clear		
S11	07/13/26	09:01	<10	<10	2	None	None	None	None	Green		Clear		
S12	07/13/26	08:56	<10	<10	2	None	None	None	None	Green		Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100m

Unified Beach Monitoring

#3

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 09:24

Weather: Clear

COMMENTS:

STA#	DATE	TIME	Total Coliform CFU/100ml	Fecal Coliform CFU/100ml	Entero- coccus CFU/100ml	Material of Sewage Origin		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			SM9222B	SM9222D	EPA 1600	Onshore	Offshore							
S3	07/23/26	08:35	<10	<10	<2	None	None	None	None	Green		Clear		
S4	07/23/26	11:00	<10	<10	<2	None	None	None	None	Green		Clear		
S5	07/23/26	10:40	<10	<10	<2	None	None	None	None	Green		Clear		
S6	07/23/26	10:25	<10	<10	2	None	None	None	None	Green		Clear		
WEST	07/23/26	10:20	<10	<10	<2	None	None	None	None	Green		Clear		
S7	07/23/26	10:15	<10	<10	<2	None	None	None	None	Green		Clear		
S8	07/23/26	10:10	<10	<10	<2	None	None	None	None	Blue		Clear		
S9	07/23/26	09:52	<10	10	<2	None	None	None	None	Green	68	Clear		
ACM1	07/23/26	09:35	100	<20	<10	None	None	None	None	Green		Clear	Flowing	
S10	07/23/26	09:25	<10	10	<2	None	None	None	None	Green		Clear		
S11	07/23/26	09:15	<10	<10	<2	None	None	None	None	Green		Clear		
S12	07/23/26	09:00	<10	<10	10	None	None	None	None	Green		Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#4

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 09:35

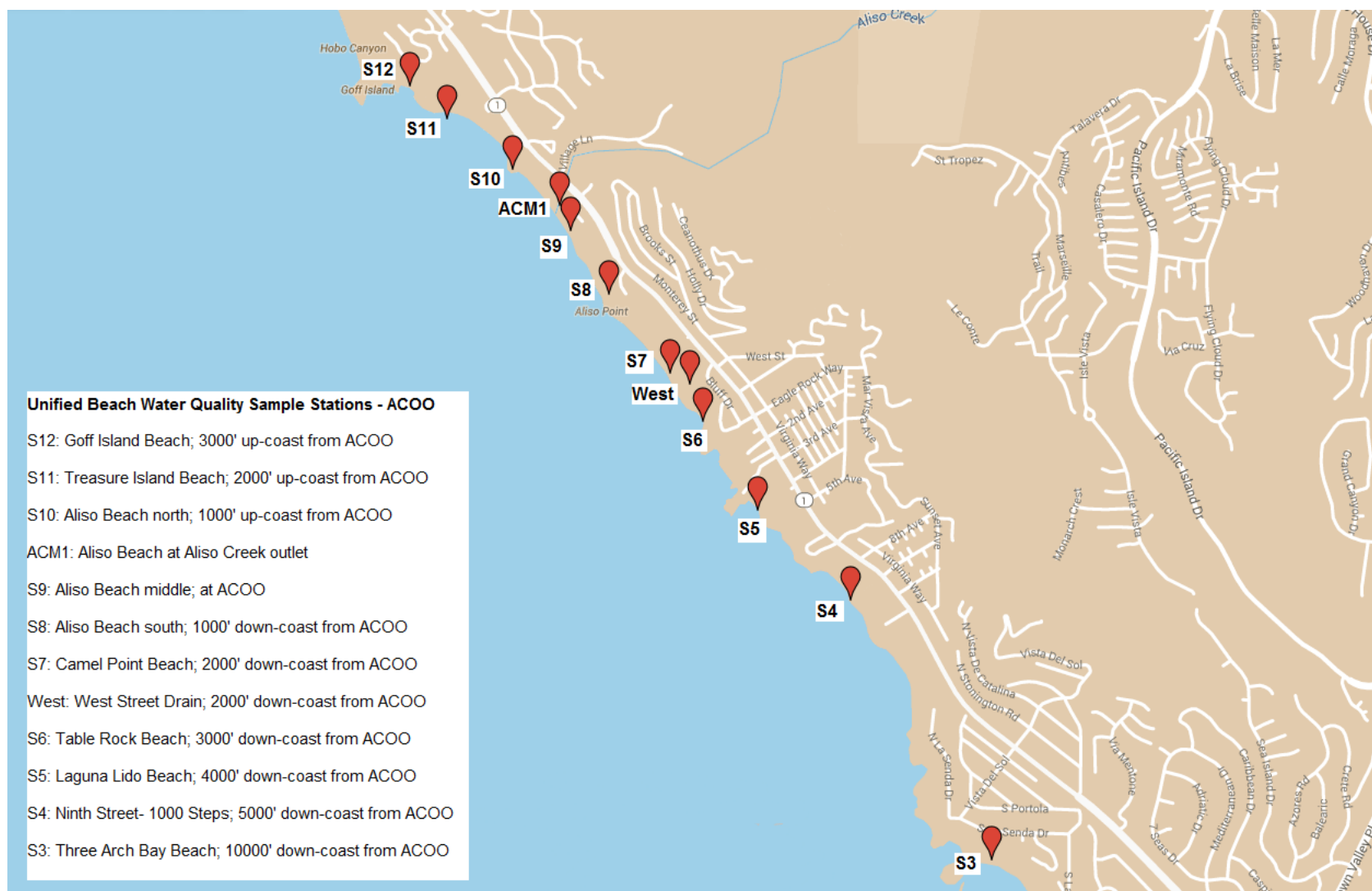
Weather: Overcast

COMMENTS:

STA#	DATE	TIME	Total Coliform CFU/100ml	Fecal Coliform CFU/100ml	Entero- coccus CFU/100ml	Material of Sewage Origin		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			SM9222B	SM9222D	EPA 1600	Onshore	Offshore							
S3	07/27/26	09:45	<10	<10	<2	None	None	None	None	Green	76	Clear		
S4	07/27/26	09:30	10	<10	<2	None	None	None	None	Green		Clear		
S5	07/27/26	09:12	<10	<10	<2	None	None	None	None	Green		Clear		
S6	07/27/26	08:47	<10	<10	<2	None	None	None	None	Green		Clear		
WEST	07/27/26	08:45	<10	<10	2	None	None	None	None	Green		Clear		
S7	07/27/26	08:43	<10	<10	2	None	None	None	None	Green		Clear		
S8	07/27/26	08:20	<10	<10	<2	None	None	None	None	Green		Clear		
S9	07/27/26	08:26	<10	40	<2	None	None	None	None	Green		Clear		
ACM1	07/27/26	08:27	10	<10	2	None	None	None	None	Green		Clear		
S10	07/27/26	08:30	<10	<10	<2	None	None	None	None	Green		Clear		
S11	07/27/26	08:11	<10	10	4	None	None	None	None	Green		Clear		
S12	07/27/26	08:05	10	<10	2	None	None	None	None	Green		Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Water Quality Sample Station Map – Aliso Creek Ocean Outfall



Aliso Creek Ocean Outfall

Unified Beach Water Quality Monitoring Stations

SOCWA's NPDES discharge permit requires participation in the South Orange County Unified Beach Water Quality Monitoring Program. The monitoring stations below are tested by SOCWA at least once per week for Total and Fecal Coliform and Enterococcus Bacteria.

Station	Location
S3	Three Arch Bay Beach; 10,000' down-coast from ACOO
S4	Ninth Street-1000 Steps; 5,000' down-coast from ACOO
S5	Laguna Lido Beach; 4,000 down-coast from ACOO
West	West Street Drain; 2,000' down-coast from ACOO
S6	Table Rock Beach; 3,000' down-coast from ACOO
S7	Camel Point Beach; 2,000' down-coast from ACOO
S8	Aliso Beach south; 1,000' down-coast from ACOO
S9	Aliso Beach middle; at ACOO
ACM1	Aliso Beach at Aliso Creek Outlet
S10	Aliso Beach north; 1,000' up-coast of ACOO
S11	Treasure Island Beach; 2,000' up-coast of ACOC
S12	Goff Island Beach; 3,000' up-coast of ACOO

MONITORING REPORT

Off Shore Stations

South Orange County Wastewater Authority

DISCHARGE: Aliso Creek Ocean Outfall

Report For: July 2026

Report Frequency: Monthly

Report Due: September 1, 2026

Sample Source: Receiving water, nearshore and offshore

Sampling Frequency: Monthly

Exact Sample Points: As specified in permit

Type of Sample: Grab

Samples Collected By: Seaventures/SOCWA staff

Tide: Low Tide 09:13

Samples Analyzed By: SOCWA Lab

Comments: Dolphin pod observed near site N-4 fairly

Sta No.	Sample Depth	Sample Date	Total Coliform CFU/100ml SM9222B	Fecal Coliform CFU/100ml SM9222D	Entero-coccus CFU/100ml EPA 1600	Sample Time	Oil & Grease	Sewage Debris	0 - None 1 - Mild 2 - Moderate 3 - Severe
A-1	Surface	07/08/26	<2	<2	<2	08:17	0	0	
A-1	Mid depth	07/08/26	<10	<10	<10				
A-2	Surface	07/08/26	<2	<2	<2	08:13	0	0	
A-2	Mid depth	07/08/26	<10	<10	<10				
A-3	Surface	07/08/26	<2	<2	<2	08:27	0	0	
A-3	Mid depth	07/08/26	<10	<10	<10				
A-4	Surface	07/08/26	<2	<2	<2	08:31	0	0	
A-4	Mid depth	07/08/26	<10	<10	<10				
A-5	Surface	07/08/26	<2	<2	<2	08:23	0	0	
A-5	Mid depth	07/08/26	<10	<10	<10				
B-1	Surface	07/08/26	<2	<2	<2	08:04	0	0	
B-1	Mid depth	07/08/26	<10	<10	<10				
B-2	Surface	07/08/26	<2	<2	<2	08:40	0	0	
B-2	Mid depth	07/08/26	<10	<10	<10				
N1	Surface	07/08/26	<2	<2	<2	09:01	0	0	
N2	Surface	07/08/26	>=160	58	30	08:59	0	0	
N3	Surface	07/08/26	>=160	36	20	08:57	0	0	
N4	Surface	07/08/26	>=160	48	30	08:56	0	0	
N5	Surface	07/08/26	>=160	120	60	08:54	0	0	
N6	Surface	07/08/26	<2	<2	<2	08:53	0	0	
N7	Surface	07/08/26	<2	<2	<2	08:52	0	0	

REQUIREMENT: (1) Floating particulates and grease and oil shall not be visible. (2) The discharge of waste shall not cause aesthetically undesirable discoloration of the ocean surface.

Receiving Water Limitations: (1)30-Day geometric mean of fecal coliform density not to exceed 200CFU/100 mL

calculated based on the five most recent samples from each site (2)single sample max not to exceed 400 CFU/100mL

(3) Enterococcus 6-week rolling geometric mean not to exceed 30 CFU/100 mL, calculated weekly. (4) Statistical threshold value (STV)

of 110 CFU/100 mL for enterococcus not to be exceeded by more than 10% of samples collected in a calendar month, calculated

in a static manner

**Compliance Summary Report
Aliso Creek Ocean Outfall July 2026**

ACOO Permit Order No. R9-2022-0006							
Agency - Facility	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Potential Fine
There were no water quality violations during this reporting period.							



**SOCWA and MEMBER AGENCY FACILITIES ACOO
Spill / Overflow Report Log - July 2026
Order No. R9-2022-0006 ~ NPDES Permit No. CA0107611**

Reporting Agency	Responsible Agency	Volume (Gallons)	Type of Discharge	Location/Comments	Receiving Waters	Date Reported To State	Date Resolved
				No Spills During this Monitoring Period			

SAN JUAN CREEK OCEAN OUTFALL MONITORING REPORT

July 2026

DATE	J.B. LATHAM FACILITY				SAN CLEMENTE WRP				SMWD CHIQUITA WRP				3-A PLANT				CSJC Desalter	SCWD Desalter	SJCOO	Rain Fall
	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	FLOW MGD	FLOW MGD	inches
07/01/26	8.500	6.2	5.7	<0.1	2.659	5.0	9.3	<0.1	0.050	6.7	6.0	<0.1	0.095	3.2	5.3	0.1	0.602	0.173	12.660	0.00
07/02/26	8.570	5.7	4.1	1.0	2.105	6.0	9.5	<0.1	0.000				0.079	8.2	4.5	<0.1	0.620	0.171	12.100	0.00
07/03/26	8.580	5.5	4.1	<0.1	1.536	6.4	10.0	<0.1	0.000				0.092	6.5	3.2	<0.1	0.534	0.175	11.650	0.00
07/04/26	8.580	5.4	6.0		3.775				0.168	4.7	4.0	<0.1	0.118				0.533	0.174	11.640	0.00
07/05/26	8.910	6.9	7.6	0.1	2.132	7.3	5.9	0.2	0.000				0.145	8.8	6.8	0.4	0.540	0.170	12.300	0.00
07/06/26	8.760		6.9	<0.1	2.541	6.8	5.2	<0.1	0.000				0.050	3.6	2.8	<0.1	0.540	0.175	12.230	0.00
07/07/26	8.760	6.3	4.9	<0.1	2.525	6.7	6.0	<0.1	0.000				0.064	6.0	5.0	<0.1	0.538	0.175	12.020	0.00
07/08/26	8.760	5.1	4.6	<0.1	2.381	5.7	5.6	0.1	0.002	2.5	4.9	<0.1	0.029	1.6	1.8	0.2	0.540	0.172	12.010	0.00
07/09/26	8.660	7.0	6.0	<0.1	3.027	5.4	6.4	<0.1	0.000				0.166	5.9	3.4	<0.1	0.538	0.173	12.110	0.00
07/10/26	8.620	4.9	5.0	<0.1	2.308	5.6	6.1	<0.1	0.000				0.162	1.9	2.3	<0.1	0.547	0.174	12.110	0.00
07/11/26	8.680	6.0	6.3	<0.1	2.176	5.6	5.1	0.1	0.009	1.4	3.7	<0.1	0.024				0.537	0.171	12.090	0.00
07/12/26	8.610	5.4	6.7	<0.1	2.106	4.1	5.5		0.016	1.4	4.9	<0.1	0.023	2.7	2.7	<0.1	0.538	0.174	11.790	0.00
07/13/26	8.790	6.3	5.1	0.1	2.228	5.3	4.7	0.2	0.037	3.2	4.9	<0.1	0.012	3.4	3.6	<0.1	0.540	0.172	12.410	0.00
07/14/26	8.790	7.1	4.9	<0.1	2.461	5.7	7.1	0.1	0.006	2.1	4.5	<0.1	0.160	2.8	3.0	<0.1	0.541	0.175	12.440	0.00
07/15/26	8.850	3.8	4.5	<0.1	2.834	7.0	6.5	0.1	0.004	2.3	3.9	<0.1	0.493	2.5	3.7	<0.1	0.584	0.175	9.510	0.00
07/16/26	8.870	6.2	7.0	<0.1	2.348	6.4	4.7	0.1	0.008	2.0	4.7	<0.1	0.433	2.4	3.3	0.1	0.571	0.173	12.240	0.00
07/17/26	8.760	7.0	5.7	<0.1	2.230	5.4	3.8	<0.1	0.012	2.3	4.2	<0.1	0.234	8.4	6.2	<0.1	0.612	0.171	12.350	0.00
07/18/26	8.920	5.8	6.1		2.646				0.034	2.9	6.2	<0.1	0.065				0.540	0.174	12.350	0.00
07/19/26	8.880	7.6	5.2	<0.1	2.197	5.6	4.9		0.009	1.6	3.1	<0.1	0.505	3.4	2.7	<0.1	0.539	0.175	11.280	0.00
07/20/26	8.610	5.9	5.7	<0.1	1.981	5.9	6.0	0.6	0.000				0.069	3.2	3.4	<0.1	0.593	0.171	12.380	0.00
07/21/26	8.960	5.3	5.9	<0.1	2.401	5.1	6.3	<0.1	0.000				0.042	8.9	6.5	<0.1	0.537	0.176	12.140	0.00
07/22/26	8.960	4.4	4.9	<0.1	2.762	4.6	4.2	0.5	0.002	2.1	4.0	<0.1	0.071	8.4	5.5	<0.1	0.529	0.175	12.140	0.00
07/23/26	8.970	4.6	6.1	<0.1	2.351	5.3	6.4	0.2	0.000				0.030	8.9	4.8	<0.1	0.525	0.171	12.450	0.00
07/24/26	8.800	4.0	4.8	<0.1	2.516	5.6	6.9	0.2	0.000				0.028	7.9	4.2	0.1	0.500	0.174	11.800	0.00
07/25/26	8.880	8.0	9.5		1.972				0.000				0.019				0.510	0.174	11.760	0.00
07/26/26	9.010	5.3	6.2	<0.1	2.337	4.2	5.1		0.000				0.087	8.5	4.2	<0.1	0.503	0.170	12.180	0.00
07/27/26	9.130	5.9	5.5	<0.1	2.209	7.6	4.9	<0.1	0.000				0.010	1.9	2.3	<0.1	0.504	0.173	12.170	0.00
07/28/26	9.560	4.4	4.5	0.1	3.511	6.9	5.8	0.1	0.000				0.109	1.4	2.0	<0.1	0.517	0.174	12.380	0.00
07/29/26	9.010	3.8	4.6	<0.1	1.927	7.8	9.8	<0.1	0.004	1.4	4.4	<0.1	0.00	2.1	2.1	<0.1	0.512	0.034	13.110	0.00
07/30/26	8.900	5.7	12.0	<0.1	2.545	6.5	8.6	0.5	0.000				0.020	7.4	5.4	<0.1	0.505	0.167	11.880	0.00
07/31/26	8.050	3.1	4.3	<0.1	2.352	6.3	8.6	0.5	0.000				0.132	3.5	2.7	<0.1	0.519	0.171	11.730	0.00
AVG	8.796	5.6	5.8	<0.1	2.422	5.9	6.4	<0.2	0.012	2.6	4.5	<0.1	0.115	4.9	3.8	<0.1	0.542	0.168	12.045	
TOTAL	272.690				75.079				0.361				3.566				16.788	5.222	373.410	0.00

Unified Beach Monitoring

#1

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 08:27

Weather: Clear

COMMENTS:

STATION #	DATE	TIME	Total Coliform CFU/100ml	Fecal Coliform CFU/100ml	Entero-coccus CFU/100ml	Material of Sewage Origin		Oil & Grease		Water Color		H2O Temp(F)	Water Condition	Water Outlet	Birds
			SM9222B	SM9222D	EPA 1600	Onshore	Offshore	Grease	Odor	Color					
S0	07/07/26	9:32	<20	<20	4	None	None	None	None	Green			Slightly Turbid		
S1	07/07/26	9:42	<20	<20	<2	None	None	None	None	Green			Slightly Turbid		
S2	07/07/26	10:08	<20	<20	<2	None	None	None	None	Green			Slightly Turbid		
DSB5	07/07/26	10:15	20	<20	36	None	None	None	None	Green			Turbid		
S3	07/07/26	9:45	<20	<20	<2	None	None	None	None	Green			Slightly Turbid		
DSB4	07/07/26	9:46	<20	<20	<2	None	None	None	None	Green	69		Slightly Turbid		
S5	07/07/26	9:55	<20	<20	<2	None	None	None	None	Green			Slightly Turbid		
DSB1	07/07/26	9:57	<20	<20	<2	None	None	None	None	Green			Slightly Turbid		
SJC1	07/07/26	9:27	<20	<20	20	None	None	None	None	Green			Slightly Turbid		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#2

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 10:49

Weather: Clear

COMMENTS:

			Total	Fecal	Entero-										
			Coliform	Coliform	coccus	Material of Sewage									
			CFU/100ml	CFU/100ml	CFU/100ml	Origin		Oil &		Water	H2O	Water	Water		
STATION															
#	DATE	TIME	SM9222B	SM9222D	EPA 1600	Onshore	Offshore	Grease	Odor	Color	Temp(F)	Condition	Outlet	Birds	
S0	07/14/26	08:48	<20	<20	8	None	None	None	None	Green	72	Slightly Turbid			
S1	07/14/26	08:58	<20	<20	<2	None	None	None	None	Green		Slightly Turbid			
S2	07/14/26	09:32	<20	<20	<2	None	None	None	None	Green		Slightly Turbid			
DSB5	07/14/26	09:38	<20	40	2	None	None	None	None	Green		Slightly Turbid			
S3	07/14/26	09:01	20	<20	<2	None	None	None	None	Green		Slightly Turbid			
DSB4	07/14/26	09:02	20	<20	2	None	None	None	None	Green		Slightly Turbid			
S5	07/14/26	09:12	<20	<20	2	None	None	None	None	Green		Slightly Turbid			
DSB1	07/14/26	09:18	20	<20	<2	None	None	None	None	Green		Slightly Turbid			
SJC1	07/14/26	08:46	<20	<20	10	None	None	None	None	Green		Slightly Turbid			

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#3

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 07:55

Weather: Clear

COMMENTS:

STATION #	DATE	TIME	Total Coliform CFU/100ml	Fecal Coliform CFU/100ml	Entero- coccus CFU/100ml	Material of Sewage Origin		Oil & Grease		Water Color		H2O Temp(F)	Water Condition	Water Outlet	Birds
			SM9222B	SM9222D	EPA 1600	Onshore	Offshore	Grease	Odor	Color	Temp(F)	Condition	Condition	Outlet	
S0	07/21/26	08:41	<20	<20	34	None	None	None	None	Blue			Clear		
S1	07/21/26	08:45	<20	<20	20	None	None	None	None	Blue			Clear		
S2	07/21/26	08:14	20	<20	10	None	None	None	None	Green			Clear		
DSB5	07/21/26	08:22	<20	20	10	None	None	None	None	Brown	72		Clear		
S3	07/21/26	09:00	<20	<20	<2	None	None	None	None	Blue			Clear		
DSB4	07/21/26	09:07	<20	<20	44	None	None	None	None	Blue			Clear		
S5	07/21/26	09:15	<20	<20	10	None	None	None	None	Blue			Clear		
DSB1	07/21/26	09:24	<20	<20	<2	None	None	None	None	Blue			Clear		
SJC1	07/21/26	08:59	<20	<20	<10	None	None	None	None	Blue			Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#4

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: July 2026
 REPORT DUE: September 1, 2026
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

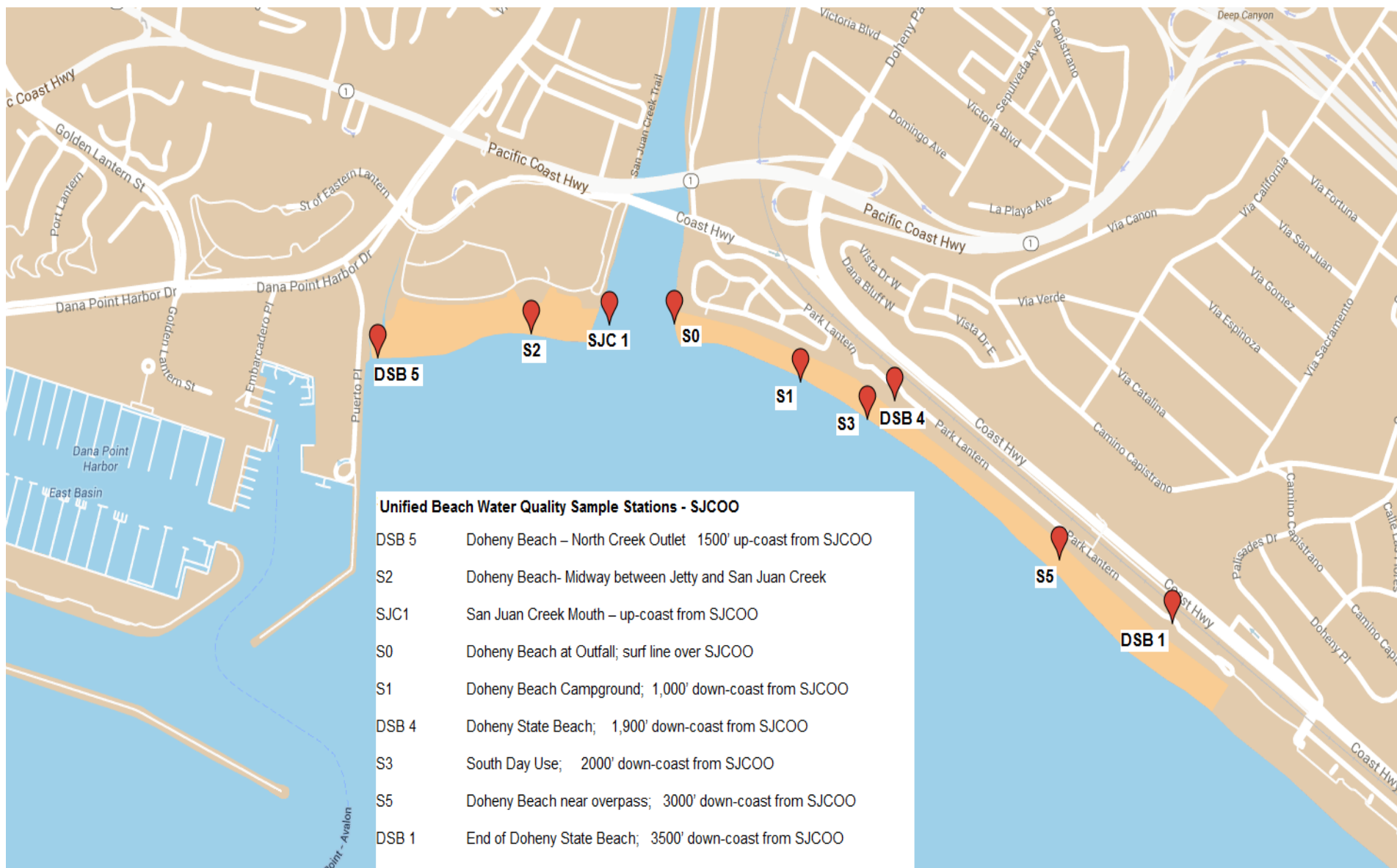
Tidal Condition: High Tide 10:20

Weather: Overcast

COMMENTS:

			Total	Fecal	Entero-											
			Coliform	Coliform	coccus	Material of Sewage										
			CFU/100ml	CFU/100ml	CFU/100ml	Origin		Oil &		Water		H2O	Water		Water	
STATION																
#	DATE	TIME	SM9222B	SM9222D	EPA 1600	Onshore	Offshore	Grease	Odor	Color	Temp(F)	Condition		Outlet	Birds	
S0	07/28/26	09:26	<20	<20	2	None	None	None	None	Green	75	Slightly Turbid				
S1	07/28/26	10:00	<20	<20	<2	None	None	None	None	Green		Slightly Turbid				
S2	07/28/26	10:28	20	<20	<2	None	None	None	None	Green		Slightly Turbid				
DSB5	07/28/26	10:31	20	20	72	None	None	None	None	Green		Slightly Turbid				
S3	07/28/26	09:43	<20	<20	2	None	None	None	None	Green		Slightly Turbid				
DSB4	07/28/26	09:45	<20	<20	<2	None	None	None	None	Green		Slightly Turbid				
S5	07/28/26	10:07	40	<20	4	None	None	None	None	Green		Slightly Turbid				
DSB1	07/28/26	10:11	<20	<20	2	None	None	None	None	Green		Slightly Turbid				
SJC1	07/28/26	09:20	<20	<20	<2	None	None	None	None	Green		Slightly Turbid				

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.



San Juan Creek Ocean Outfall

Unified Beach Water Quality Monitoring Stations

SOCWA's NPDES discharge permit requires participation in the South Orange County Unified Beach Water Quality Monitoring Program. The monitoring stations below are tested by SOCWA at least once per week for Total and Fecal Coliform and Enterococcus Bacteria.

Station	Location
DSB 5	Doheny Beach – North Creek Outlet 1500' up-coast from SJCOO
S2	Doheny Beach- Midway between Jetty and San Juan Creek
SJC1	San Juan Creek Mouth – up-coast from SJCOO
S0	Doheny Beach at Outfall; surf line over SJCOO
S1	Doheny Beach Campground; 1,000' down-coast from SJCOO
DSB 4	Doheny State Beach; 1,900' down-coast from SJCOO
S3	South Day Use; 2000' down-coast from SJCOO
S5	Doheny Beach near overpass; 3000' down-coast from SJCOO
DSB 1	End of Doheny State Beach; 3500' down-coast from SJCOO

MONITORING REPORT

Offshore

South Orange County Wastewater Authority

DISCHARGE: San Juan Creek Ocean Outfall

Report For: July 2026

Report Frequency: Monthly

Report Due: September 1, 2026

Sample Source: Receiving water, nearshore and offshore

Sampling Frequency: Monthly

Exact Sample Points: As specified in permit

Type of Sample: Grab

Samples Collected By: Seaventures/SOCWA staff

Tide: Low Tide 09:13

Samples Analyzed By: SOCWA Lab

Comments:

Station No.	Sample Depth	Sample Date	Total Coliform CFU/100ml SM9222B	Fecal Coliform CFU/100ml SM9222D	Enterococcus CFU/100ml EPA 1600	Sample Time	Oil & Grease	Sewage Debris	0 - None 1 - Mild 2 - Moderate 3 - Severe
A-1	Surface	07/08/26	<2	<2	<2	10:09	0	0	
A-1	Mid depth	07/08/26	<10	<10	<10				
A-2	Surface	07/08/26	4	2	2	10:03	0	0	
A-2	Mid depth	07/08/26	10	<10	<10				
A-3	Surface	07/08/26	<2	<2	<2	10:20	0	0	
A-3	Mid depth	07/08/26	<10	<10	<10				
A-4	Surface	07/08/26	<2	<2	<2	10:24	0	0	
A-4	Mid depth	07/08/26	<10	<10	<10				
A-5	Surface	07/08/26	<2	2	<2	10:14	0	0	
A-5	Mid depth	07/08/26	20	<10	<10				
B-1	Surface	07/08/26	4	2	<2	09:57	0	0	
B-1	Mid depth	07/08/26	40	<10	10				
B-2	Surface	07/08/26	<2	<2	<2	10:31	0	0	
B-2	Mid depth	07/08/26	<10	<10	<10				
N1	Surface	07/08/26	<2	<2	<2	09:53	0	0	
N2	Surface	07/08/26	<2	<2	<2	09:49	0	0	
N3	Surface	07/08/26	<2	<2	<2	09:43	0	0	
N4	Surface	07/08/26	8	<2	<2	09:38	0	0	
N5	Surface	07/08/26	<2	<2	<2	09:33	0	0	
N6	Surface	07/08/26	4	<2	<2	09:29	0	0	

REQUIREMENT: (1) Floating particulates and grease and oil shall not be visible. (2) The discharge of waste shall not cause aesthetically undesirable discoloration of the ocean surface.

Receiving Water Limitations: (1)30-Day geometric mean of fecal coliform density not to exceed 200CFU/100 mL

calculated based on the five most recent samples from each site (2)single sample max not to exceed 400 CFU/100mL

(3) Enterococcus 6-week rolling geometric mean not to exceed 30 CFU/100 mL, calculated weekly. (4) Statistical threshold value (STV) of 110 CFU/100 mL for enterococcus not to be exceeded by more than 10% of samples collected in a calendar month, calculated in a static manner

Compliance Summary Report
San Juan Creek Ocean Outfall July 2026

SJCOO Permit Order No. R9-2025-0001							
Agency	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Potential Fine
There were no water quality violations during this reporting period.							



SOCWA and MEMBER AGENCY FACILITIES
SJCOO Spill / Overflow Report Log - July 2026
Order No. R9-2025-0001 ~ NPDES Permit No. CA0107417

Reporting Agency	Responsible Agency	Estimated Volume (Gallons)	Type of Discharge	Location/Comments	Receiving Waters	Date Reported To State	Date Resolved
SOCWA JBL	SOCWA JBL	170,000	Influent	The spill occurred inside the plant after a regional power outage that occurred on July 15th around 2050 and a generator faulting out during automatic startup. In addition, there was a failure of the emergency Godwin pumps, which did not start automatically. Staff responded to the spill within 30 minutes, and utility power was fully restored on July 15th around 2330. The spill was fully contained within the treatment plant and did not reach a storm drain, drainage channel, surface water, or leave the plant site. For corrective actions, SOCWA has a replacement generator on-site to replace the unit that faulted but is awaiting AQMD permit approval for installation. Test procedures for the generator and Godwin pumps are being evaluated and updated by Operations and Maintenance.	None	07-16-26	07-15-26

Recycled Water Report

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

QUARTERLY RECYCLED WATER MONITORING

Monitoring Period Ending: Jul 31, 2026

Constituent	Units	12-month Avg Maximum Permit Limit	TCWD 12-month Average	SMWD Oso 12-month Average	SMWD Chiquita 12-month Average	SMWD Nichols 12-month Average	MNWD-3A 12-month Average	MNWD-RTP 12-month Average	SCWD-CTP 12-month Average ***
TDS	mg/L	1000	859		855	804	883	900	914
Chloride	mg/L	375	243		238	275	245	164	139
Sulfate	mg/L	400	303		210	173	270	183	181
Sodium	mg/L	None	75		158	200		184	208
Alkalinity	mg/L	None	-	-	-	-		236	177
Adjusted SAR	Ratio	None	5.28		5.24	6.47	6.28	4.34	5.16
Iron	mg/L	0.3	0.068		0.123	0.010	0.24	0.221	0.118
Manganese	mg/L	0.05	0.000		0.038	0.009	0.10	0.133	0.091
MBAS	mg/L	0.5	<0.15		ND0.12	0.20	0.08	<0.14	<0.09
Boron	mg/L	0.67	0.281		0.233	0.355	0.25	0.296	0.30
Fluoride	mg/L	None	1.03		0.55	0.50	0.68	0.69	0.54
Total Organic Carbon	mg/L	None	6.1		12.3	8.5	10.4	10.4	7.7

*** The CTP 12-month permit limits are listed below:

TDS	1200 mg/L
Chloride	400 mg/L
Sulfate	500 mg/L

Waste Discharge Requirement Order 97 - 52

Agency - Facility	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Remarks
MNWD - RTP	1/5/2026	Manganese	12-Month	mg/L	0.05	0.14	
MNWD - RTP	1/5/2026	Manganese	Daily Maximum	mg/L	0.06	0.19	
SOCWA - CTP	1/7/2026	Manganese	12-Month	mg/L	0.05	0.08	
SOCWA - CTP	1/7/2026	Manganese	Daily Maximum	mg/L	0.06	0.07	
MNWD - 3A	9/26/2025	Manganese	12 month	mg/L	0.05	0.10	offline
MNWD - 3A	9/26/2025	Manganese	Daily Maximum	mg/L	0.06	0.08	offline
MNWD - RTP	2/9/2026	Manganese	12-Month	mg/L	0.05	0.14	
MNWD - RTP	2/9/2026	Manganese	Daily Maximum	mg/L	0.06	0.14	
SOCWA - CTP	2/10/2026	Manganese	12-Month	mg/L	0.05	0.08	
SOCWA - CTP	2/10/2026	Manganese	Daily Maximum	mg/L	0.06	0.08	
MNWD - 3A	9/26/2025	Manganese	12 month	mg/L	0.05	0.10	offline
MNWD - 3A	9/26/2025	Manganese	Daily Maximum	mg/L	0.06	0.08	offline
MNWD - RTP	3/2/2026	Manganese	12-Month	mg/L	0.05	0.14	
MNWD - RTP	3/2/2026	Manganese	Daily Maximum	mg/L	0.06	0.15	
SOCWA - CTP	3/4/2026	Manganese	12-Month	mg/L	0.05	0.08	
SOCWA - CTP	3/4/2026	Manganese	Daily Maximum	mg/L	0.06	0.08	
MNWD - 3A	9/26/2025	Manganese	12 month	mg/L	0.05	0.10	offline
MNWD - 3A	9/26/2025	Manganese	Daily Maximum	mg/L	0.06	0.08	offline
MNWD - RTP	4/2/2026	Manganese	12-Month	mg/L	0.05	0.14	
MNWD - RTP	4/2/2026	Manganese	Daily Maximum	mg/L	0.06	0.12	
SOCWA - CTP	4/1/2026	Manganese	12-Month	mg/L	0.05	0.08	
SOCWA - CTP	4/1/2026	Manganese	Daily Maximum	mg/L	0.06	0.12	
MNWD - 3A	9/26/2025	Manganese	12 month	mg/L	0.05	0.10	offline
MNWD - 3A	9/26/2025	Manganese	Daily Maximum	mg/L	0.06	0.08	offline
MNWD - RTP	5/4/2026	Manganese	12-Month	mg/L	0.05	0.14	
MNWD - RTP	5/4/2026	Manganese	Daily Maximum	mg/L	0.06	0.12	
SOCWA - CTP	5/5/2026	Manganese	12-Month	mg/L	0.05	0.08	
SOCWA - CTP	5/5/2026	Manganese	Daily Maximum	mg/L	0.06	0.11	

Waste Discharge Requirement Order 97 - 52

Agency - Facility	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Remarks
TCWD	5/6/2026	TDS	Daily Maximum	mg/L	1100.00	1110.00	
MNWD - 3A	9/26/2025	Manganese	12 month	mg/L	0.05	0.10	offline
MNWD - 3A	9/26/2025	Manganese	Daily Maximum	mg/L	0.06	0.08	offline
MNWD - RTP	6/1/2026	Manganese	12-Month	mg/L	0.05	0.13	
MNWD - RTP	6/1/2026	Manganese	Daily Maximum	mg/L	0.06	0.11	
SOCWA - CTP	6/2/2026	Manganese	12-Month	mg/L	0.05	0.09	
SOCWA - CTP	6/2/2026	Manganese	Daily Maximum	mg/L	0.06	0.09	
TCWD	6/2/2026	TDS	Daily Maximum	mg/L	1100.00	1110.00	
MNWD - 3A	6/3/2026	Manganese	12 month	mg/L	0.05	0.09	
MNWD - 3A	6/3/2026	Manganese	Daily Maximum	mg/L	0.06	0.08	
MNWD - RTP	7/8/2026	Manganese	12-Month	mg/L	0.05	0.13	
MNWD - RTP	7/8/2026	Manganese	Daily Maximum	mg/L	0.06	0.09	
SOCWA - CTP	7/2/2026	Manganese	12-Month	mg/L	0.05	0.09	
SOCWA - CTP	7/2/2026	Manganese	Daily Maximum	mg/L	0.06	0.10	
SOCWA - CTP	7/2/2026	TDS	Daily Maximum	mg/L	1100.00	1590.00	
MNWD - 3A	6/3/2026	Manganese	12 month	mg/L	0.05	0.09	no July monitoring
MNWD - 3A	6/3/2026	Manganese	Daily Maximum	mg/L	0.06	0.08	no July monitoring

SOCWA Service Area
Recycled Water Production (ac-ft)
2026

Agency	Facility or Region	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26	Dec '26	Annual Totals
CSJC 1	3-A Plant/MNWD	2.43	0.00	0.00	0.00	0.00	0.00	0.00						2.43
CSJC 2	Chiquita/SMWD	1.30	1.25	12.58	20.04	37.20	45.20	51.35						168.92
CSJC 3	Non-Domestic Well	4.97	13.23	40.33	39.77	42.65	44.94	60.67						246.56
ETWD	Region 8	30.46	39.97	140.25	142.76	184.79	219.09	237.48						994.79
IRWD														
⁴	IRWD - 8	50.83	70.46	186.90	208.63	214.75	273.99	313.74						1,319.30
⁴	IRWD - 9	13.40	26.18	58.93	79.95	81.31	97.53	110.97						468.26
SCWD	SOCWA CTP	11.92	12.15	55.10	62.97	76.54	78.79	82.16						379.64
MNWD	JRP	198.46	221.42	432.31	528.00	590.73	575.05	547.67						3,093.65
	3-A Plant	0.00	0.00	0.00	0.00	0.00	138.27	154.86						293.13
⁵	CTP	0.00	0.00	22.17	45.53	32.61	14.44	11.32						126.08
SMWD	Oso Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
	Chiquita	538.77	485.93	526.34	495.66	533.40	499.28	510.36						3,589.74
	Nichols	2.29	1.89	2.21	1.93	2.05	1.90	2.36						14.61
TCWD	RRWRP	43.03	32.53	35.34	29.29	25.65	34.56	39.01						239.41
TOTALS		897.85	904.99	1,512.47	1,654.53	1,821.68	2,023.04	2,121.95						10,936.52

¹ Denotes transfer of recycled water from MNWD (3A Plant) for use in the CSJC service area. Not counted as additional production.

² Denotes recycled water purchased from SMWD Chiquita-WRP used in the CSJC service area. Not counted as additional production.

³ Denotes nondomestic groundwater produced from wells used for landscape irrigation.

⁴ IRWD production is from recycled water production, nonpotable water wells, and surface water impoundments

⁵ Denotes transfer of recycled water from SCWD (SOCWA CTP) for use in the MNWD service area. Not counted as additional production.

Note: All of ETWD reclaimed water produced and used in Region 8.

NR = No Report

Pretreatment Report

Agenda Item

Legal Counsel Review: No

Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Katie Greenwood, Source Control Manager

SUBJECT: Monthly Pretreatment Report – August 2026
San Juan Creek Ocean Outfall
NPDES Permit #CA0107417 Order # R9-2022-0005
Aliso Creek Ocean Outfall
NPDES Permit #CA0107611 Order # R9-2022-0006

Summary of Program Activities

Staff continue to update each service area agency's Industrial Waste Survey (IWS) spreadsheet using will-serve notices and business license information. Service area agencies (Agencies) are encouraged to continue sharing this information with SOCWA to help identify new and existing industrial users and maintain accurate IWS records. Refer to the Summary of IWS Activities table below for details. Staff also continue to receive One-Time Compliance Reports from Dental User Establishments (DSEs) throughout each Agency's service area. As of June 2026, SOCWA's DSE compliance rate is approximately 81 percent. In anticipation of future state pretreatment inspection and audits, SOCWA is dedicating short-term Staff to call each surveyed non-compliant dental facility to increase its reporting percentage.

Permit Related Activities

The following Wastewater Discharge (WD) Permits, Special Wastewater Discharge (SWD) Permits, Nuisance Water-Special Wastewater Discharge (NSWD) Permits, Non-Industrial Wastewater Discharge (NIWD) forms, and BMP letters were issued or are in the process of being drafted for issuance:

SMWD – CR&R La Pata Transfer Station– SOCWA received a permit application for a proposed transfer station and truck wash facility. Following review of additional information and sister-site sampling data, staff met with the applicant and issued a denial letter on July 14, 2026. On August 17, 2026, the applicant submitted a new request to discharge rinsate wastewater from facility floor washdowns. Staff met virtually with SMWD on August 26 and in-person with the applicant on September 3, 2026.

SOCWA/SMWD – San Juan Meadows – On April 3, 2026, Geosyntec, on behalf of Advanced Group 99-SJ, submitted part two of a SWD permit application for a groundwater dewatering project at the proposed San Juan Meadows Development Project, located in San Juan Capistrano. Under the direction of SMWD, staff verbally communicated to the applicant that no groundwater discharge from the site will be allowed. Staff has drafted a permit application denial letter and is awaiting direction for next steps from SMWD staff.

IRWD – Applied Medical – Staff received notification by email on June 23, 2026, of a proposed second rubber manufacturing location regulated under 40 CFR Part 428.56 within the Lake Forest area. Staff provided Applied Medical with a permit application and baseline monitoring report (BMR) form to fill in and submit to SOCWA at their earliest convenience.

SOCWA – Southern California Gas Company (SoCal Gas) – SWD Permit No. SOCWA-4-010-01-26 – SoCal Gas is proposing to discharge up to 730,000 gallons of water sourced from recycled water provided by MNWD and used for hydrostatic safety testing of a 9.9 mile existing 30-inch natural gas transmission line. Staff issued a permit on September 1, 2026. The site will be inspected and the treatment system must be proved through analytical testing prior to commencement of discharge to the sewer.

SMWD – Forespar – Renewal WD Permit No. SMWD-2-004 - The current Class II permit expires on August 20, 2026. Forespar has requested reclassification from a Class II Zero-Discharge Categorical Industrial User (CIU) to a Class I Non-Significant Categorical Industrial User (NSCIU) to allow the discharge of up to 100 gpd of rinse wastewater from etching, deburring, and cleaning operations in accordance with 40 CFR Part 433.17. Staff expect to issue a permit by mid-September.

IRWD – Velco Tool & Die – 20431 Barents Sea Circle – Staff requested a permit application to be submitted for a second site. The application was received on July 24, 2026. Staff is currently drafting a NSCIU permit for issuance mid-September.

IRWD – Velco Tool & Die – WD Permit IRWD-1NS-002 (26021 Commercentre Drive) – Upon review of the submitted facility semi-annual report, on July 28, 2026, staff modified the existing permit to increase reporting requirements and to add a compliance schedule as Attachment E. Upon review of the required July monthly report, on August 20, 2026, staff again modified the permit to prohibit the discharge of federal categorical wastewater and to require hauling of the wastewater for a time period of one-year. Manifests and receipts associated with the hauling are required to be provided monthly.

SMWD – Equisports Park - Modification of WD Permit SMWD-2-007 - On August 25, 2026, staff modified the current permit to increase monitoring and reporting requirements to reflect the extension of site operations to year-round activities.

SMWD – Glas Werk - Renewal WD Permit No. SMWD-2-005 – Glas Werk submitted a renewal permit application on August 25, 2026. Staff expect to reissue a timely renewal permit with no changes upon expiration of the current permit on September 26, 2026.

CSC – Flavorchem - Renewal WD Permit No. CSC-2-004 – The current permit is set to expire on September 19, 2026. Staff expect to issue a timely renewal permit with no changes.

Training, Meetings, Education & Outreach

SOCWA staff continue to attend monthly OC Strike Force Meetings to receive and share legal information related to environmental cases and incidents throughout the county.

Staff participated in a half-day inhouse training hosted by Aquatic Solutions to review Hach WIMS and Rio software applications.

Inspections

SMWD – On August 25, 2026, staff performed the annual inspection and sampling event of Applied Medical's Rubber Manufacturing facility (R103), WD Permit #SMWD-1-003. The inspection yielded no findings, and sampling results are pending.

SMWD - On August 28, 2026, staff performed the annual inspection and sampling event of Applied Medical's passivation facility (R119), WD Permit #SMWD-1-009. The inspection yielded no findings, and sampling results are pending.

Enforcement

IRWD – Velco Tool & Die (WD Permit No. IRWD-1NS-002) located at *26021 Commercentre Dr., Lake Forest, CA 92630* – Upon review of the July 2026 monthly SMR on August 20, 2026, staff issued a notice of violation (NOV) for a new pH violation. Additionally, because the site failed to comply with the newly issued compliance schedule, the site permit was modified to require hauling of all categorical wastewater for one year with monthly requirements to submit receipts associated with the hauling. Additionally, SOCWA has determined that the facility's pH violations meet the criteria for Significant Noncompliance (SNC) pursuant to 40 CFR § 403.8(f)(2)(viii). Specifically, the pH violations meet the definition of SNC under the chronic violation criteria. In accordance with federal pretreatment requirements, the facility will therefore be included in SOCWA's next annual publication identifying Industrial Users that were in SNC during the pretreatment year.

SMWD – Applied Medical (WD Permit SMWD-1-009) - Upon review of the July 2026 SMR, on August 21, 2026, staff issued a notice of non-compliance (NON) to Applied Medical (Bldg. R119) for missing CN analysis and not collecting a sample on same day as discharge.

SOCWA – SMWD's Advanced Potable Water Treatment Facility (APWTF) (SWD Permit SOCWA-4-005) – Staff issued a warning (WNON) on August 24, 2026, for late reporting.

Summary of IWS Activities in SOCWA's Service Area - YTD through August 31, 2026

MA IUs	Events	Permits	NIWD	BMPs	FSEs	OSEs	DSEs	Closed	Enforcement	Total IUs
CLB (S)	0	2	2	5	8	110	15	0	0	142
CSC (S)	25	9	35	18	189	1266	38	12	3	1555
CSJC (S)	19	0	27	58	144	1711	31	0	0	1971
ETWD (M)	22	0	83	0	261	145	52	10	0	495
EBSD (U)	0	1	0	0	0	0	0	0	0	1
IRWD (S)	1	6	51	21	63	915	18	0	2	1074
MNWD (S)	4	4	120	38	662	2147	157	0	0	3128
SMWD (S)	80	9	19	19	226	888	52	14	4	1213
SCWD (S)	2	7	33	7	149	185	15	0	0	396
TCWD (S)	0	0	11	0	7	33	2	0	0	51
SOCWA (S)	0	5	1	0	0	0		0	1	6
Totals	153	43	382	166	1709	7400	380	36	10	10032

(S) = SOCWA conducts PT program
(M) = MA conducts PT program /w SOCWA
(U) = Urban Diversion Only

NIWD = Non-industrial Waste Discharger
BMP = Best Management Practices
FSE = Food Service Establishment

YTD = Year to Date
OSE = Other Surveyed Establishment
DSE = Dental Surveyed Establishment

Agenda Item

4.C.

Board of Directors Meeting

Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Roni Grant, Capital Improvement Program Manager

SUBJECT: Capital Improvement Construction Projects Progress and Change Order Report (August) [Project Committees 2 and 15]

The status of the SOCWA Capital Improvement Program and construction projects progress are presented in the tables on the following pages. Below are updates for the previous month for the major construction projects currently underway at SOCWA facilities, including any change orders.

J.B. Latham Treatment Plant Electrical System Upgrades

Replacement of MCC-M and Plant 1 Standby Generator

Pre-purchasing activities for the Motor Control Center (MCC) and Plant 1 Generator are currently underway. Construction is anticipated to be completed by July 2027, contingent upon the issuance of the AQMD permit to construct for the generator.

J.B. Latham Buried Digester Piping Reconstruction

Replacement and relocating hot water and digester gas piping; installation of pipe bridging structure to accommodate piping relocation.

The construction contract has been awarded. Construction is anticipated to be completed by July 2027.

CTP Storm Drain Improvements

Improvements to the storm drain systems at CTP.

Construction is currently in progress. Construction is anticipated to be completed by October 2026.

CTP Access Road Repaving

Paving of the access road

Construction contract has been awarded. Construction is anticipated to be completed by October 2026.

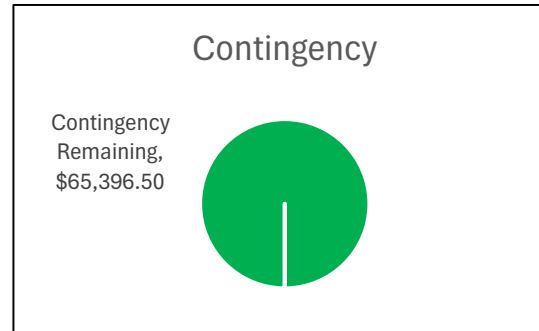
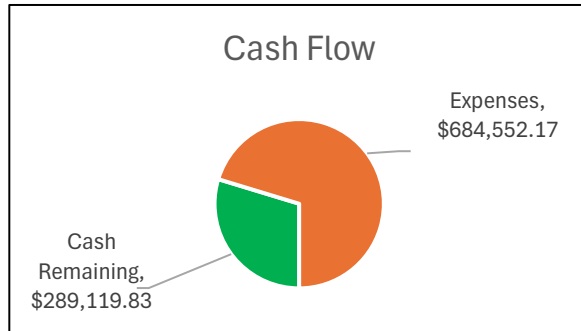
Recommended Action: Information only.

Project Financial Status

Project Committee	2
Project Name	Electrical System Upgrades - 3252
Project Description	Electrical System upgrades including MCC and Plant 1 Generator

Data Last Updated

August 31, 2026



Cash Flow

Collected	\$ 973,672.00
Expenses	\$ 684,552.17

Project Completion

Schedule	40%
Budget	84%

Construction Contracts

Company	PO No.	Original	Change Orders	Amendments	Total	Costs to Date
Quinn Power	20975	\$ 414,940.00			\$ 414,940.00	\$ 264,999.15
Pacific Parts	20561	\$ 239,025.00			\$ 239,025.00	\$ 211,975.25
Hazen	14331	\$ 164,350.00			\$ 164,350.00	\$ 149,354.49
SOCWA Staff Time	3252	\$ 75,000.00				\$ 58,223.28
		\$ 893,315.00	\$ -	\$ -	\$ 818,315.00	\$ 684,552.17

Construction Contingency

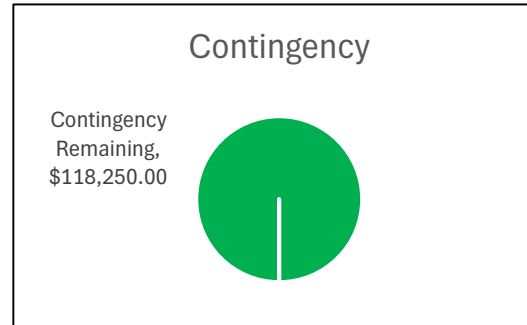
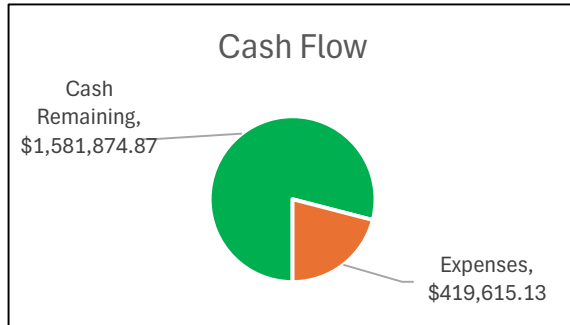
Area	Project Code	Amount	Change Orders	Total Remaining	Percent Used
Liquids	3252	\$ 65,396.50		\$ 65,396.50	0.0%
		\$ 65,396.50	\$ -	\$ 65,396.50	0.0%

Project Financial Status

Project Committee	2
Project Name	Digester Underground Piping - 32232S/32234S/32244S
Project Description	Digester underground piping improvements

Data Last Updated

August 31, 2026



Cash Flow

Collected	\$ 2,001,490.00
Expenses	\$ 419,615.13

Project Completion

Schedule	20%
Budget	22.53%

Construction Contracts

Company	PO No.	Original	Change Orders	Amendments	Total	Costs to Date
SS Mechanical	22187	\$ 1,182,241.00			\$ 1,182,241.00	
Ardurra	21242	\$ 286,902.00			\$ 286,902.00	\$ 230,651.60
Carollo	21494	\$ 57,168.00			\$ 57,168.00	\$ 57,168.00
Lee & Ro	21766	\$ 81,544.00			\$ 81,544.00	\$ 77,528.90
Project Partners	20739	\$ 16,960.00			\$ 16,960.00	\$ 16,960.00
Pending CM Services		\$ 192,500.00			\$ 192,500.00	
SOCWA Staff Time	32232S/32234S/32244S	\$ 45,000.00			\$ 45,000.00	\$ 37,306.63
		\$ 1,862,315.00	\$ -	\$ -	\$ 1,862,315.00	\$ 419,615.13

Construction Contingency

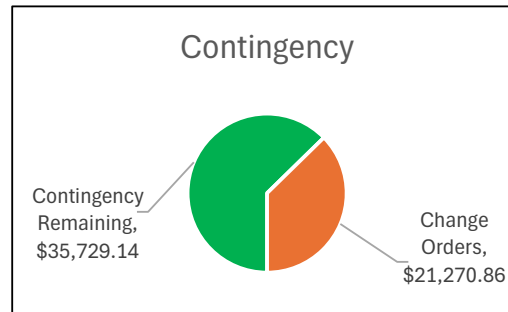
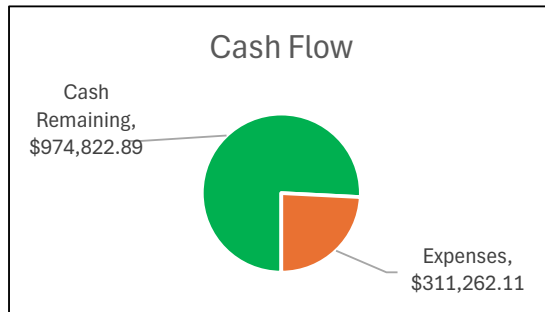
Area	Project Code	Amount	Change Orders	Total Remaining	Percent Used
Solids	32232S/32234S/32244S	\$ 118,250.00	\$ -	\$ 118,250.00	0.0%
		\$ 118,250.00	\$ -	\$ 118,250.00	0.0%

Project Financial Status

Project Committee	15
Project Name	Drainage Pump Station/ Storm Drain System Improvements - 3522AL
Project Description	Modification to the storm drainage system

Data Last Updated

August 31, 2026



Cash Flow

Collected	\$ 1,286,085.00
Expenses	\$ 311,262.11

Project Completion

Schedule	40%
Budget	24%

Construction Contracts

Company	PO No.	Original	Change Orders	Amendments	Total	Costs to Date
T.E. Roberts	21809	\$ 570,059.00	\$ 21,270.86		\$ 591,329.86	\$ 251,243.61
Project Partners	21451	\$ 15,000.00			\$ 15,000.00	\$ 12,077.00
Tetra Tech	21845	\$ 57,000.00			\$ 57,000.00	\$ 11,905.00
AKM	21972	\$ 46,000.00			\$ 46,000.00	\$ 14,660.00
Ninyo & Moore	22031	\$ 28,080.00			\$ 28,080.00	\$ 2,273.50
SOCWA Staff Time	3522AL	\$ 40,000.00			\$ 40,000.00	\$ 19,103.00
		\$ 756,139.00	\$ 21,270.86	\$ -	\$ 777,409.86	\$ 311,262.11

Construction Contingency

Area	Project Code	Amount	Change Orders	Total Remaining	Percent Used
Liquids	3522AL	\$ 57,000.00	\$ 21,270.86	\$ 35,729.14	37.3%
		\$ 57,000.00	\$ 21,270.86	\$ 35,729.14	37.3%

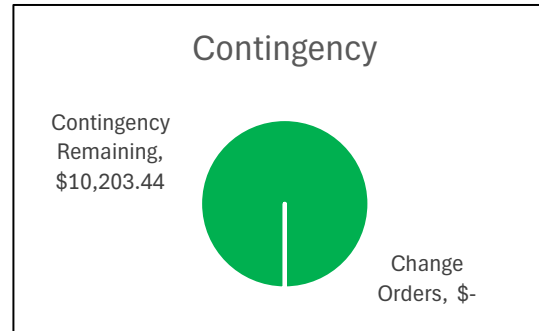
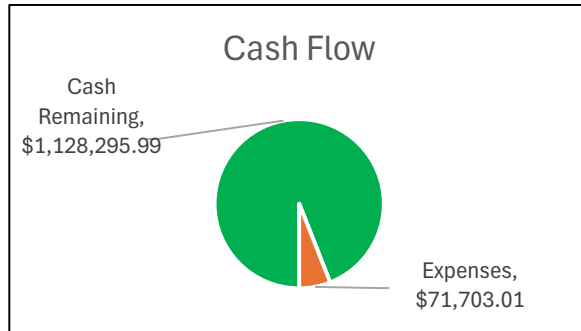
Change Order No.	Vendor Name	Project ID	Description	Status Date	Days	Amount
1	T.E. Roberts	3522AL	Replacement of Corrugated Steel Drain Pipe Section by the VSB	7/23/2026		\$ 21,270.86
						\$ 21,270.86

Project Financial Status

Project Committee	15
Project Name	Access Road Repaving - 35248L
Project Description	Spot repair on the AWMA Road

Data Last Updated

August 31, 2026



Cash Flow

Collected	\$ 1,199,999.00
Expenses	\$ 71,703.01

Project Completion

Schedule	40%
Budget	6%

Construction Contracts

Company	PO No.	Original	Change Orders	Amendments	Total	Costs to Date
T.E. Roberts	22117	\$ 204,068.76			\$ 204,068.76	
Ardurra	20960	\$ 63,250.00			\$ 63,250.00	\$ 63,250.00
La Salle Solutions	22179	\$ 21,000.00			\$ 21,000.00	
SOCWA Staff Time	35248L	\$ 15,000.00				\$ 8,453.01
		\$ 303,318.76	\$ -	\$ -	\$ 288,318.76	\$ 71,703.01

Construction Contingency

Area	Project Code	Amount	Change Orders	Total Remaining	Percent Used
Liquids	35248L	\$ 10,203.44		\$ 10,203.44	0.0%
		\$ 10,203.44	\$ -	\$ 10,203.44	0.0%

Agenda Item

4.D.

Board of Directors Meeting

Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Roni Grant, Capital Improvement Program Manager

SUBJECT: SOCWA Capital Improvement Program Workplan
[All Project Committees]

Staff provides this update on the status of the Capital Improvement Program (CIP), including project budgets, expenditures, progress, upcoming FY 26/27 funding requests, and key risks. The majority of active projects are progressing as planned, with several nearing completion. A portion of the CIP remains deferred pending the outcome of the master planning effort to ensure infrastructure investments are strategically aligned. Primary challenges affecting schedule and delivery include regulatory permitting, long equipment lead times, and coordination with external agencies.

Recommended Action: Information only.

Attachment: CIP Workplan FY 26-27

SOCWA CIP Workplan

												FY 26/27			
Project Number	Project Name	Ten Year CIP Project Budget	Funds Collected as of FY 26/27 Q1*	Funds Spent as of August 2026**	Funds Remaining	Percent Spent	FY 26-27 Funds Request	Projects Approved by the Board	Status	Anticipated Completion	Challenges/Delays	Q1	Q2	Q3	Q4
PC 2 - J.B. Latham Treatment Plant															
3252	MCC M and Plant 1 Generator Replacement	\$ 4,232,843	\$ 1,759,881	\$ 1,000,274	\$ 759,607	57%	\$ 500,000	January 2025	Pre-procurement and design underway	July 2027	Pending AQMD permit on the generator	D	B&A	C	C
3285	Main Plant Drain Line Reconstruction	\$ 1,000,000	\$ 573,375	\$ 110,311	\$ 463,064	19%	\$ 568,833	October 2024	Design underway	July 2027	Will combine with the Plant 1 Blower Building HVAC Upgrades	B&A	C	C	C
32232S/32234S /32244S	Buried Digester Piping Reconstruction	\$ 1,823,893	\$ 124,673	\$ 124,787	\$ (114)	100%	\$ 1,500,000	July 2026	Contract awarded	July 2027		B&A	C	C	C
32275S	Digester 3 and 4 Upgrades and Coating	\$ 1,000,000	\$ 50,000	\$ -	\$ 50,000	0%	\$ 200,000							P	D
PC 15 - Coastal Treatment Plant															
3541	Export Sludge Environmental Mitigation	\$ 1,392,000	\$ 189,750	\$ 63,852	\$ 125,898	34%	\$ 291,900	Feb 2022	Mitigation work/permitting ongoing	July 2027	Pending regulatory agencies approval	ENV	ENV	ENV	ENV
35229L/35235L	Odor Control Scrubber/Foul Air System Reconstruction	\$ 1,500,000	\$ 719,308	\$ 418,833	\$ 300,475	58%	\$ 222,323	November 2024	Final design underway	September 2027	Long equipment lead time	B&A	C	C	C
3522AL	Drainage Pump Station/ Storm Drain Improvement	\$ 4,200,000	\$ 1,286,085	\$ 436,464	\$ 849,622	34%	\$ 279,980	September 2024/March 2026	Final design underway	October 2026	Will address more pressing issues until the master planning effort is done.	D	D	B&A	C
35248L	Access Road Repaving	\$ 1,750,000	\$ 1,199,999	\$ 72,644	\$ 1,127,355	6%		July 2026	Contract awarded	October 2026	Will address more pressing issues, looking for partnership with OC Parks.	C	C		
PC 21 - Effluent Transmission Main															
3105/3106 /3107/3108	Air Valve Replacement	\$ 784,000	\$ 619,742	\$ 294,214	\$ 325,528	47%	\$ 229,132	November 2020	Design/permitting underway	July 2027	Pending amended permit	D	ENV	ENV	ENV
31222B	Reach B Techite Pipe Replacement	\$ 7,891,000	\$ 297,500	\$ 125,076	\$ 172,424	42%	\$ 1,190,000	February 2026	Design underway	December 2026	City of Laguna Woods requested street alignment construction to be complete by October 2027	D	D	B&A	C
3101/31221B	Trail Bridge Crossing	\$ 1,241,771	\$ 480,438	\$ 444,771	\$ 35,667	93%	\$ 14,000	March 2018	Planning/design underway		Seeking FEMA grant funding	P	P	P	P
PC 24 - Aliso Creek Ocean Outfall															
34222O	Golf Course Road	\$ 45,000	\$ 22,588	\$ 88	\$ 22,500	0%	\$ 45,000		Planning underway		Coordination with OC Parks	P	D	B&A	C
All Project Committees															
37271C	Lab Reconstruction Feasibility Phase II	\$ 100,000	\$ 25,000	\$ -	\$ 25,000	0%	\$ 100,000		Scope preparation	June 2027		P	P	P	P
32271C	SCADA Integration Upgrade Project	\$ 175,000	\$ 6,750	\$ -	\$ 6,750	0%	\$ 175,000		Scope preparation	June 2027		P	P	B&A	C
32272C	Business Network Server Replacement Project	\$ 175,000	\$ -	\$ -	\$ -	0%	\$ 175,000		Scope preparation	March 2027		B&A	C	C	
32273C	Firewall Reliability Upgrades	\$ 9,000	\$ -	\$ -	\$ -	0%	\$ 9,000		Equipment Requisition Process Underway	September 2026		B&A	C	C	
32274C	WIMS Server Replacement	\$ 20,000	\$ -	\$ -	\$ -	0%	\$ 20,000		Attaining Quotes	December 2026		B&A	C		

P	Planning
CA	Condition Assessment
ENV	Environmental/Permitting
D	Design
B&A	Bidding and Award
C	Construction

* Based on member agencies quarterly billing

** Based on invoices received and approved

Agenda Item

5.A.

Budgeted: Yes

Line Item: 5059 - PC-02

Legal Counsel Review: Yes

Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Jim Burror, Deputy General Manager/Chief Engineer

SUBJECT: Engine System Service Contract Award – Northeastern-Western Energy Systems USA [Project Committee 2]

Summary

SOCWA staff are requesting the award of a one (1) year contract with Northeastern-Western Energy Systems USA, (Northeastern) to service SOCWA's Cogeneration power plant at JBL at a cost not to exceed \$100,000. Staff also provided an update on the operations cost of the Cogeneration engine as a follow-up to the August 13, 2026, Board meeting.

Discussion/Analysis

Northeastern is Innio/GE/Jenbacher's (Innio/GE/J) only authorized service representative in the Western United States. Staff contacted Northeastern to get a sole source proposal from Innio/GE/J for engine maintenance services. The contract pricing terms are not to exceed \$100,000 per year.

SOCWA's Staff also reached out to vendors who could service the Cogeneration engine (Cogen), however, the vendors representing themselves as qualified technicians, could not guarantee that all equipment could be obtained from Innio/GE/Jenbacher since Northeastern is the only authorized service representative, leaving the agency at risk of not being able to run the Cogen and forced to flare digester gas with potential demand electricity surge pricing,

The service contract includes the following recommended tasks, at recommended times, over a period for each 2,000/8,000 hours of engine runtime based on the following routine maintenance tasks: Oil Changes, Vibration Analysis, Emissions Testing (Verification), Minor Overhaul, Engine Batteries, Spark Plugs every 8,000 OPH, Alignment Services, Remote Monitoring, Engine Lube Oil & Coolant Supply, Grease Supply, Lube Oil / Kit Analysis, and Coolant Sample / Kit Analysis. The updated contract now also includes Stueler's 2,000 hour service.

The August 13, 2026, Board meeting discussed the need for a termination clause without cause, which was updated to a ninety-day notice. The discussion relates to the allowable vendors who have the personnel and can obtain supply parts to maintain the equipment.

Financial Cost of the Contract

This 1-year technical services agreement prices SOCWA's Cogeneration maintenance primarily on an event basis under Exhibit B. The term ends at the earlier of 14,000 total operating hours, one year from execution, or termination, and SOCWA represents that the equipment will not exceed 6,000 hours at the Effective Date. In parallel, Section 4 sets an OPH rate of \$8.82 and allows Northeastern to invoice a quarterly minimum based on 6,657 hours (80% of an 8,322-hour projection), or about \$58,715 for the year, with annual index adjustments capped at 5%. Sales tax is extra and included in Table 1 as the total cost of the contract. Work outside the Silver-program scope is billed separately, if authorized.

Table 1: Line-Item Breakdown of Maintenance Activity

Item	Qty	Amount
2,000 OPH maintenance (incl. oil kits ×4 and Steuler inspection)	4	\$28,161.48
10,000 OPH maintenance	1	\$20,600.00
SCR	1	\$16,035.00
MyPlant (annual)	1	\$7,750.00
Spark plugs	1	\$16,264.20
Subtotal (Exhibit B)		\$88,810.68
California tax @ 7.75%		\$6,882.83
Total with tax		\$95,693.51

Operations & Capital Cost of the Cogen Engine

At the August 13, 2026, Board meeting, PC 2 members asked to bring back a review of the capital and operational costs as part of this contract review. The following information provides the historical decision points and highlights changes in the energy markets that are now driving the useful life of the Cogen. The tables included in this analysis provide a cost comparison to help inform the Master Planning efforts.

The JBL Cogeneration unit was selected in 2013 after a 633-kW internal-combustion engine was compared with fuel cells and microturbines and judged the most economical option under then-current conditions. That case assumed about \$1.424 million of SGIP grant funding, roughly 90 percent availability (about 7,884 hours per year), generalized O&M, heat-recovery credit, and an average purchased-power cost of about 11.9 cents/kWh drawn from SOCWA's 2012–2013 utility structure. Electricity costs were still energy-dominated. Under those premises the engine was projected to produce \$2.6 million to \$3.8 million of 20-year net benefit versus buying power from SDG&E, with a payback of about 8.5 to 10 years. The 2013 report used planning capital figures of about \$4.5 million in the narrative and \$5.137 million in the detailed model; the current ownership workbook carries the installed plant at \$5.8 million.

Those rate assumptions no longer hold. From June 2013 to July 2024 the bill mix inverted: energy charges fell from about 75 percent of the bill to about 23 percent, while demand charges on the highest 15-minute interval rose from about 25 percent to about 77 percent. A short bi-monthly maintenance outage can now set the billing-period peak and impose on the order of \$15,000–\$20,000 of demand charges even if the engine runs well the rest of the month. The unit is tied to Plant 2, which uses about 80 percent of the output; the remainder moves to Plant 1 under net

metering that offsets energy only and does not reduce Plant 1's demand peak, so leftover kilowatt-hours are worth about \$0.02–\$0.03 rather than the \$0.10–\$0.15 assumed in 2013. However, two strong operating years (FY23-24 and FY24-25) still saved about \$341,000–\$350,000 versus a no-Cogen / flare path, but the eight-year average from FY18-19 through FY25-26 is about –\$39,000 per year once the FY25-26 60,000-hour overhaul is included. The original technology choice was rational under 2013 rules; the binding metric now is whether the engine is available during the 15-minute intervals that set demand charges, not annual run hours alone. Table 2 summarizes the assumptions made in 2013 vs. the operating reality SOCWA manages.

Table 2. 2013 planning assumptions vs. 2024–26 operating reality

Item	2013 planning assumption	2024–26 actual / current basis
Technology selected	633-kW ICE vs. fuel cells and microturbines	ICE (GE/Jenbacher)
Project capital	~\$4.5M narrative; \$5.137M detailed model	\$5.8M used for ownership costing
SGIP grant	\$1.424M anticipated	~\$800k grant funded
Electricity cost basis	~11.9 ¢/kWh average; ~75% energy / 25% demand (Jun 2013)	\$0.15/kWh; ~23% energy / 77% demand (Jul 2024)
Value of exported / Plant 1 kWh	\$0.10–\$0.15/kWh assumed	~\$0.02–\$0.03/kWh (energy-only net metering; no demand offset)
Availability	~90% (7,884 hr/yr)	Typically 60-70% in good years; 51% of site kWh in FY25-26 overhaul year
Engine O&M	~\$0.15/kWh service contract contemplated; labor ~\$183k in 2026 dollars in the 2013 framing	Parts/services \$260k–\$346k/yr; labor ~\$99k in FY25-26; combined well above the 2013 allowance
Gas cleaning	Iron sponge in the original plan	Granular activated carbon after SCAQMD spent-media limits
Projected 20-year benefit / payback	\$2.6M–\$3.8M; ~8.5–10 years	~19-28 years

To address the cost of beneficially reusing the digester gas, an analysis was conducted to determine the operation of the Cogen with and without the Cogen engine. Table 3 below includes capital recovery on the engine (\$303,000) due to the sunk cost of capital and includes the flare that would be required without it (\$104,000). A positive number means the engine was cheaper that year. “With Cogen” is the full cost of owning and running the engine that year, including capital recovery. “No Cogen” is the estimated electric bill if the engine did not exist, plus the annual cost of the flare upgrades that would then be required. A positive number in the middle column means the engine saved money. A negative number (in red) means buying power and flaring would have theoretically been cheaper.

Table 3: Cost estimate with and without the Cogen engine

Year	Cost with the engine	Cost to buy power and flare	Savings (cost)	Engine share of site power
FY18-19	\$1,054,000	\$778,000	(\$276,000)	68%
FY19-20	\$1,044,000	\$872,000	(\$171,000)	69%
FY20-21	\$1,049,000	\$816,000	(\$233,000)	70%
FY21-22	\$1,143,000	\$1,187,000	\$44,000	73%
FY22-23	\$1,258,000	\$1,242,000	(\$16,000)	60%
FY23-24	\$1,162,000	\$1,503,000	\$341,000	68%
FY24-25	\$1,221,000	\$1,572,000	\$350,000	68%
FY25-26 (if overhaul is Pay-Go)	\$1,833,000	\$1,480,000	(\$354,000)	51%
FY25-26 (if overhaul is amortized)	\$1,475,000	\$1,480,000	\$5,000	51%

It is important to point out the regulatory driver also underlying the 2013 Engineering Analysis of the Cogen. South Coast AQMD Rule 1110.2 was adopted on August 3, 1990, to cut NO_x, VOC, and CO from stationary engines over 50 horsepower. The February 2008 amendment is the provision that mattered at JBL which put digester-gas engines on a path from the old efficiency-adjusted limits (on the order of 36 ppm NO_x and 2,000 ppm CO) to 11 ppm NO_x, 30 ppm VOC, and 250 ppm CO, originally due in 2012 and finally required by 2017. The rule does require a non-compliant engine to be taken out of service, replaced with an electric motor, or brought up to those limits by retrofit or a new engine. It did not ban flaring, and it did not dictate which compliant technology to install. That is why the 2012–2013 evaluation compared a new 633-kW engine, fuel cells, and microturbines—all three could meet Rule 1110.2 and keep digester gas in beneficial use rather than sending it to the flare.

An additional rule was enacted after 1110.2 that was unknown at the decision point time. Rule 1118.1 was enacted for digester-gas flare that runs above 70 percent of its capacity in two consecutive years must either cut throughput or be replaced. Cutting throughput means putting the gas to beneficial use—the engine, a boiler, pipeline injection, or transportation fuel. Replacing the flare means building a new unit that meets the 2019 limits (0.025 lb NO_x/MMBtu at a major facility). The flare replacement began permitting in 2024 but was directed to be put on hold until the Master Plan at JBL could be completed. Table 4 provides the, at the time, allowable beneficial use of the digester gas.

Table 4: Digester gas pathways

Path	Allowed?	What it costs the Agency
Send essentially all digester gas to the existing flare, year after year	No, not as the operating plan	Triggers Rule 1118.1 after two high-use years
Keep a beneficial-use device (the engine or an equivalent project) and use the flare for excess gas, outages, and emergencies	Yes	Current engine path
Retire the engine and install a new low-NO _x flare that meets Rule 1118.1	Yes	About \$1.8–\$2.0 million, plus lost power and heat

To summarize, a good year the engine still beats buying power and flaring by about \$350,000 after capital recovery which is highlighted in FY years 23-24 and 24-25. In an overhaul year (about every 8 years) it does not. However, the overhaul year results in an essentially brand-new engine, with anticipated low-down time, maximum power generation, and avoiding demand pricing. Table 5 provides the total cost of ownership in a good year vs. an overhaul year. Under the electric rates, SGIP funding, and operating assumptions then in front of the Board, the engine was the lowest-cost way to satisfy that mandate.

Table 5: Cost of Ownership

Cost	Typical recent year (FY24-25)	Overhaul year (FY25-26)
Capital recovery on \$5.8 million	\$303,000	\$303,000
Major overhaul	—	\$411,000
Parts and outside services	\$279,000	\$346,000
Natural gas	\$156,000	\$93,000
Labor	\$96,000	\$99,000
Minor capital / spares	\$47,000	—
Purchased power still required	\$339,000	\$582,000
Total cost with the engine	\$1,221,000	\$1,833,000
Cost to buy all power and flare	\$1,572,000	\$1,480,000

Legal Review

Based on the discussion at the Board, the following contains the legal constraints SOCWA staff attempted to relay through the discussion related to this contract award due the required maintenance of the Cogen engine to keep the engine online.

California's Right to Repair Act (SB 244), signed into law in 2023, requires manufacturers of covered "electronic or appliance products" to make documentation, functional parts, and tools available on fair and reasonable terms to product owners, service and repair facilities, and service dealers, including products sold to local governments. However, the Act's scope is limited to products defined in Business and Professions Code Section 9801, which covers items "normally used or sold for personal, family, household, or home office use," such as consumer electronics and home appliances. Industrial equipment, including the types of engines, generators, and specialized machinery used by SOCWA, likely does not fall within this statutory definition. Accordingly, SB 244 likely does not provide SOCWA with a statutory right to independently repair or maintain industrial equipment using third-party vendors. While SB 244 expressly extends coverage to qualifying products purchased by local governments, this language expands who may purchase covered products, not what constitutes a covered product. At the federal level, there is a growing regulatory trend toward broader right-to-repair protections. The FTC has identified manufacturer repair restrictions as a significant competition concern, and recent enforcement actions, including the FTC's July 2026 settlement with Deere & Company over farm

equipment repairs, reflect increasing momentum in this area. However, these federal developments have not yet extended to the types of industrial equipment used by public agencies like SOCWA.

Notwithstanding the likely inapplicability of SB 244, SOCWA is not necessarily legally obligated to use only manufacturer-authorized vendors for equipment repair. The question of whether SOCWA may engage independent, qualified repair providers for any given piece of equipment generally turns on the applicable contractual terms, including purchase agreements, warranty provisions, software licensing restrictions, and whether the manufacturer restricts the sale of parts to authorized distributors, rather than on any statutory mandate requiring sole-source vendor relationships.

Recommended Action:

Staff recommends the award of the engine/power plant system service contract with Northeastern-Western Energy Systems USA, in an amount not to exceed \$100,000.

**AGREEMENT FOR TECHNICAL SERVICES
BETWEEN SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
AND NORTHEAST-WESTERN ENERGY SYSTEMS USA LLC
FOR JB LATHAM WASTEWATER TREATMENT PLANT**

Whereas, on _____ the Board of Directors authorized SOCWA to acquire certain services for the long-term maintenance of equipment for the JB Latham Wastewater Treatment Plant, as outlined herein, now therefore:

THIS AGREEMENT (the “Agreement”) is dated as of August 31, 2026 (“Effective Date”) by and between South Orange County Wastewater Authority (“SOCWA”), and Northeast-Western Energy Systems USA LLC., hereinafter referred to as the “CONTRACTOR”, for the provision of goods and/or technical services to SOCWA by CONTRACTOR. SOCWA and CONTRACTOR may be referred to in this Agreement individually as “party” and collectively as “parties.”

**SECTION I
DEFINITIONS**

Section 1.1 Definitions

The following terms used in the Agreement have the following respective meanings unless the context clearly requires otherwise.

- a. “Affiliate” means, in the case of a particular Person, any other Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person and words of correlative meaning means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.
- b. “Bankruptcy Event” means, with respect to a Person, (a) the adjudication of such Person as bankrupt or insolvent or the filing by such Person of a petition or application to any tribunal for the appointment of a trustee or receiver of such Person or any substantial part of the assets of such Person, or (b) the commencement of any voluntary or involuntary bankruptcy proceedings, reorganization proceedings or similar proceeding with respect to such Person or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding or (c) the making by such Person of an assignment for the benefit of creditors of all or substantially all of its assets or the admission by such Person in writing of inability to pay its debts as they become due.
- c. “OPH Rate” has the meaning set forth in Section 4.
- d. “Covered Equipment” means the cogeneration engine and generator module installed or to be installed at the Facility identified by type, serial number, operating hours at the start of this Agreement.
- e. “Effective Date” means the latest date the Agreement has been signed by both Parties.
- f. “Facility” means the premises at which the Covered Equipment is installed, specifically the JB Latham Wastewater Treatment Plant.
- g. “Force Majeure Event” has the meaning set forth in Section 10.

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4923-3201-4019
4926-2693-6525

- h. "Governmental Entity" means any United States, state, local or foreign court or government, governmental authority, governmental commission, governmental agency or political subdivision whatsoever.
- i. "Hazardous Materials" means toxic substances, hazardous substances, or hazardous wastes as such terms are defined in any law, statute, ordinance, or regulations promulgated by any national, federal, state or local government authority.
- j. "Laws" means and includes all laws, statutes, treaties, rules, regulations, ordinances, principles of common law, and other pronouncements having the effect of law in the United States of America or any state, county, city or other political subdivision or of any governmental or regulatory authority.
- k. "Maintenance Schedule" means the Maintenance Schedule included in the Operations & Maintenance. The Maintenance Schedule may be amended from time to time by the Manufacturer or CONTRACTOR.
- l. "Operations & Maintenance Manual" means the publications of the Manufacturer of the Covered Equipment that accompanies the delivery of such equipment that proscribes how to operate and maintain such equipment and includes the Maintenance Schedule and the Technical Instructions in effect at the time of delivery.
- m. "Person" means any individual, corporation, partnership, Limited Liability Company, trust, business organization, Governmental Entity or other entity whatsoever.
- n. "Services" shall mean only those Services described in this Agreement.
- o. "Taxes" means all United States state local, foreign, and other gross income, gross receipts, profits, goods and services, social security, sales, use ad valorem, single business, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, business license, occupation, real property gains, severance, stamp, occupation, premium, property, windfall profits, customs, duties, or other taxes, fees, assessments, environmental, alternative minimum, windfall and capital taxes, and all other obligations of the same or a similar nature to any of the foregoing, together with any interest and nay penalties, additions to tax, or additional amounts with respect thereto.
- p. "Term" has the meaning set forth in Section 2 and is based on the projected operation of the Covered Equipment for eight thousand (8000) OPH's per year, the duration of which is expected to be approximately one (1) year.
- q. "Technical Instructions" means the Technical Instructions included in the Operations & Maintenance Manual identified in the Technical Instruction s may be amended from time to time by the Manufacturer as provided in Section 6 of this Agreement.

Unless the context of this Agreement requires otherwise, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "herein", "hereby" and derivative or similar words refer to this entire Agreement; (iv) the term "Section" refers to the specified Section of this Agreement. This Agreement is being entered into by and among competent and sophisticated parties who are experienced in business matters. Therefore, any ambiguous language in this Agreement will not necessarily be construed against any particular party as the drafter of the language.

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4923-3201-4019
4926-2693-6525

SECTION II TERM OF CONTRACT

Section 2.1 Term

This Agreement will begin as of the Effective Date stated above and will end on the earlier of any of the following dates: (1) when the equipment has 14,000 Operating hours, or (2) 1 year from execution of agreement, or (3) until terminated as provided under Section X. SOCWA agrees equipment will not have more than 6,000 Operating Hours as of the Effective Date.

SECTION III SCOPE OF WORK

Section 3.1 Specific Services

CONTRACTOR shall furnish the goods and/or services which are described in the Request for Proposal and Proposal submitted described in **Exhibit A** hereto, which is incorporated by reference (the "Scope of Work"). CONTRACTOR will perform the Scope of Work under this Agreement in good faith, in a competent and professional manner. CONTRACTOR will determine the method, details, and means of performing the Scope of Work.

Section 3.2 Time for Completion

CONTRACTOR shall not begin the services described in the Scope of Work until receipt of SOCWA's written direction to proceed. Upon receipt of such notice, CONTRACTOR shall immediately commence the work described in **Exhibit A**.

CONTRACTOR agrees to coordinate the work to ensure its timely completion and shall promptly notify SOCWA of any anticipated delays or causes or casualties which may affect the work schedule.

Neither party's failure to timely perform any obligation under this Agreement shall not be deemed a breach of this Agreement if and to the extent such timely performance is impossible due to a Force Majeure Event, that is an event beyond either party's reasonable control.

SECTION IV COMPENSATION

Section 4.1 Fee Schedule

In consideration for all work performed under this Agreement, SOCWA agree to compensate CONTRACTOR according to the fee scheduled attached as **Exhibit B**, which is incorporated by reference.

The rates of compensation set forth herein shall be inclusive of all products, freight, shipping, delivery, and other costs of performing the Scope of Work, but excluding sales taxes, which will be paid by SOCWA.

Section 4.2 Payment

4.2.1 SOCWA shall compensate contractor for the services on an event-based basis in accordance with the Fee Schedule attached hereto as Exhibit Bon Exhibit B. Contractor shall invoice SOCWA upon completion of each applicable scheduled maintenance event or service

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4926-2693-6525

4.2.2 The Parties understand that payments under this Agreement are priced based on certain minimum expected OPH's during the Term. The minimum OPH's over a 12-month period for the Covered Equipment is 6,657, which is 80% of 8,322 OPH's projected over a 12-month period. CONTRACTOR shall have the right to invoice on a quarterly basis the minimum payment (or pro-rata portion for any partial periods during the Term).

4.2.3

- (a) In the event the specified indices are discontinued by the BLS, the Parties shall negotiate and agree upon reasonably equivalent indices for annual price adjustments.
- (b) The adjusted price shall be determined as follows:
 - P_o = OPH rate at close of current calendar year.
 - P = New price following adjustment effective January 1 of each year calculated as follows:
 - 55% M = Material, U.S. BLS, U.S. Import Price Indexes, Germany-Manufactured Articles where; M_1 = new January 1 period and M_0 = previous January 1 period.
 - 45% L = Labor, U.S. B.L.S. C.P.I., Northeast Urban-All Urban Consumers (Series ID CUUR0100SA0) where; L_1 = new January 1 period and L_0 = previous January 1 period.
- (c) All adjustments shall be made on a blended calculation, using the stated percentages and references as follows; $P = P_o * (45\% L_1/L_0 + 55\% M_1/M_0)$.
- (d) Annual adjustments shall not exceed 5 % annually during the initial three (3) years of the Term, not including changes in cost of lubricating oil if included herein.

4.2.4 SOCWA shall also pay (or reimburse CONTRACTOR for) any and all Taxes under any existing or future Laws imposed on SOCWA or as to which CONTRACTOR shall have any obligation to collect with respect to or relating to this Agreement, the Services, or the performance by CONTRACTOR or any of the obligations hereunder except only United States Taxes and State Taxes on or measured by the net income of CONTRACTOR.

4.2.5 SOCWA agrees to make payment within thirty (30) days after the date of each undisputed invoice. Without limiting the rights and remedies available to CONTRACTOR under this Agreement and applicable Law, all payments not received by CONTRACTOR within such thirty (30) day period shall, to the extent permitted by applicable Law, bear a late charge of one and one-half percent (1.5%) per month on the unpaid amount until paid in full. All payments shall be in U.S. dollars by wire transfer. Credit card payments are not accepted.

4.2.6 If during the Term, any new Laws, tariff, levy, Taxes, or regulations are established relating to the handling of oil, used oil, or other waste removal requirements or the payment of higher waste disposal fees materially increases the cost or expense to CONTRACTOR of providing the Services, the

Parties agree to negotiate an equitable adjustment to the OPH Rate. In such a case CONTRACTOR shall: (i) inform SOCWA of such escalation and shall provide back-up documentation sufficient to establish and support such escalation; (ii) use commercially reasonable efforts to work with SOCWA to develop mitigation strategies; (iii) be entitled to an increase in the contracted price without any markup or overhead increases.

SECTION V OBLIGATIONS OF CONTRACTOR

Section 5.1 Tools, Materials, Equipment

- a) Maintenance, Repairs, Parts, Tooling and Consumables. CONTRACTOR will provide all labor, parts, tooling and consumables necessary to perform and complete the Services. CONTRACTOR will maintain adequate inventories and supplies necessary or required to ensure that an adequate supply of expendable parts is readily available. Such parts shall either be new, unused and either manufactured by the original equipment manufacturer or otherwise of comparable quality, or remanufactured to a condition and level of quality comparable to new and unused parts.
- b) Remote Monitoring Capability. Provided the Covered Equipment has the necessary monitoring equipment installed, the Covered Equipment is capable of being remotely monitored by CONTRACTOR or SOCWA to observe operating parameters and certain performance metrics with connections to monitoring systems that provide notifications to alert SOCWA to deviations in such parameters and metrics, including possible malfunctions. CONTRACTOR will periodically monitor the Covered Equipment and notify SOCWA of alerts which may indicate the need for further attention by SOCWA. If the alert requires the performance of Services, CONTRACTOR will perform the same. If the alert requires the performance of work which is not a covered Service under this Agreement, upon request by SOCWA and issuance of the appropriate work order, CONTRACTOR will dispatch service personnel to the Facility in a timely manner to perform services in accordance with CONTRACTOR's terms.
- c) Scheduled and Non-Scheduled Response Time. All Services shall be scheduled in advance in accordance with CONTRACTOR's practices and coordinated with SOCWA. CONTRACTOR shall use its best efforts to respond to calls for assistance and non-scheduled work not included in the Services within four (4) hours of SOCWA's initial request. Such SOCWA requests may be oral, electronic, or in writing and, if oral, must be followed up in electronic or written form.

Section 5.2 Exclusions from Services

- a) Services provided by CONTRACTOR on the Covered Equipment under this Agreement, shall not include any maintenance, repairs, testing or other services of any type not specifically included in this Agreement, and which are required by or due to the following causes:
 - i) Any additions, modifications, alterations to or on the Covered Equipment by SOCWA or third parties without prior written approval or authorization of CONTRACTOR;
 - ii) Outside mechanical or electrical forces that affect the Covered Equipment and require additional labor or quantities of parts (including without limitation, spark plugs, filters or other maintenance and repair parts) not otherwise included in this Agreement;

- iii) Negligent acts or intentional misconduct by any Person or Persons, other than the CONTRACTOR's personnel or subcontractors, that impairs the operation of the Covered Equipment;
 - iv) Damage to the Covered Equipment or any components associated with the Covered Equipment due to fire, theft, a Force Majeure Event, or other risks normally covered by an "all risks" policy of insurance, including extended coverage.
 - v) Operation of the Covered Equipment by SOCWA or third parties not in compliance with the Operations & Maintenance Manual and Technical Instructions or any project-specific requirement.
 - vi) Repairs, adjustments or maintenance caused by fuel gas quality not meeting the Manufacturer's requirements as specified in the Operations & Maintenance Manual or Technical Instructions, or fuel pressure fluctuations, disturbances, disruptions caused by SOCWA's fuel supply or process;
 - vii) Electrical fluctuations, disturbances, or disruptions from the Covered Equipment that are reasonably demonstrated by the CONTRACTOR to not have been caused by the Covered Equipment or the Services provided by CONTRACTOR.
 - viii) SOCWA shutdown of the Covered Equipment for a period of time equal to or greater than three (3) months.
 - ix) Improper or inadequate maintenance and/or repair services performed by or on behalf of SOCWA by Persons or Persons other than CONTRACTOR's personnel or subcontractors.
 - x) Failures in installation or operation of components, interfaces, or equipment not provided or commissioned by CONTRACTOR, any of its Affiliates or subcontractors resulting in damages to the Covered Equipment.
 - xi) Rigging and removal of Covered Equipment which involves the removal and replacement of the engine, generator module and/or gearbox for major repairs during scheduled or corrective repair incidents.
 - xii) Assembly or disassembly of walls, building components, structures, roofs, equipment or any other constraints to gain access to Covered Equipment for performance of planned maintenance, component replacement or corrective repairs.
- b) With respect to the exclusions set forth in Section 5.2(a) above, CONTRACTOR will undertake to perform additional work that may be required on the Covered Equipment that is outside the scope of the Services, if specifically authorized in writing by SOCWA with additional charges for such supplemental services.

Section 5.3 Permits, Licenses and Certifications

CONTRACTOR shall secure and maintain in good standing any and all permits, licenses and certifications required to perform the Scope of Work.

Section 5.4 Contractor's Qualifications

CONTRACTOR represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of SOCWA. This means CONTRACTOR is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Acceptance by SOCWA of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work.

Section 5.5 Subcontracting

CONTRACTOR will be solely responsible for the acts and omissions of and for payment to any subcontractor performing services under this Agreement and shall bind any such subcontractor to CONTRACTOR's duties and obligations hereunder. CONTRACTOR is solely responsible for making sure work performed by subcontractors conforms with this Agreement. No subcontractor shall be considered a beneficiary to this Agreement.

Section 5.6 Employer Obligations

CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes for its employees, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR and its employee(s).

Section 5.7 Safety

CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR employees, including employees of any subcontractors, during performance of the Scope of Work. CONTRACTOR shall ensure that such employees have adequate training on relevant safety matters and that they are issued any and all necessary personal protective equipment. CONTRACTOR shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local and shall comply with any of SOCWA policies concerning safety that are provided to CONTRACTOR.

Section 5.8 Compliance with Laws/Rules

5.8.1 In performing the Scope of Work specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all SOCWA policies, procedures, departmental rules and other directives applicable to the goods and/or services to be furnished and provided by SOCWA to CONTRACTOR, including those identified in the SOCWA Safety Acknowledgement, attached as **Exhibit C** and incorporated by reference. Any changes to SOCWA policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

5.8.2 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

Section 5.9 Clean-Up and Remediation

CONTRACTOR shall be responsible for cleaning-up and removing any and all trash, grease, oil, and debris that CONTRACTOR generates as a result of performing the Scope of Work. CONTRACTOR shall be responsible for the cleaning and remediation of any spills or discharge at SOCWA' facilities resulting from CONTRACTOR's negligence in the performance of the Scope of Work. CONTRACTOR shall restore SOCWA' facilities to their pre-existing condition except as expressly allowed by the Scope of Work.

Section 5.10 Assignment to Awarding Body

In entering into this Agreement to supply goods, services or material CONTRACTOR offers and agrees to assign to SOCWA all rights, titles and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or material pursuant to this Agreement. This assignment shall be made and become effective at the time SOCWA tender final payment to CONTRACTOR, without further acknowledgement by the parties.

SECTION VI TECHNICAL DOCUMENTS & CHANGES

Section 6.1 Technical Documents and Changes

- a) CONTRACTOR will provide SOCWA with the Operations & Maintenance Manual for the Covered Equipment at the time of commissioning, which will include the then current Technical Instructions and Maintenance Schedule. The Manufacturer of the Covered Equipment may from time to time revise the Maintenance Schedule and/or Technical Instructions applicable to the Covered Equipment. CONTRACTOR shall provide to SOCWA copies of the latest editions of such Maintenance Schedule and/or Technical Instructions furnished to CONTRACTOR by the Manufacturer.
- b) The Parties shall make good faith efforts to agree upon whether any such revised Maintenance Schedule or Technical Instructions should apply under this Agreement. In the event that any changes materially increase the cost or expense to CONTRACTOR of providing the Services, the Parties agree to negotiate an equitable adjustment to the contracted prices set forth in Exhibit B

SECTION VII WARRANTY AND CONDUCT

Section 7.1 Contractors Warranty and Conduct

- a) During the Term, CONTRACTOR will perform its Services in a workmanlike, neat and orderly manner, free from defects in material and workmanship and in accordance with electric power producing industry standards and the Operations & Maintenance Manual and Technical Instructions applicable to the Covered Equipment.
- b) CONTRACTOR shall repair or re-perform, in whole or in part, at its sole discretion, any defective Services which occur during the warranty period. CONTRACTOR shall repair or replace, at its sole discretion, any defect in the Parts which occurs during the warranty period as a result of

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defective material or manufacturing workmanship, provided that any replaced Part, upon CONTRACTOR's request, shall be returned to CONTRACTOR at CONTRACTOR's cost. Upon discovery of any defects in Parts or Services, SOCWA shall immediately take appropriate steps to prevent any such defect from causing further damage to the Covered Equipment, and all claims with respect to this warranty shall be made in writing to CONTRACTOR without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. SOCWA shall have the burden to establish that any claim is covered by this warranty.

- c) The warranty period for covered Services begins on the date of delivery and ends six (6) months from the last day of performance. The warranty period on covered Parts begins on the date of delivery and ends six (6) months from the date the Part is placed in service or twelve (12) months from the date of delivery, whichever occurs earlier. The warranty period in respect of Services which has been re-performed under the warranty shall expire six (6) months from the last day of performance. The warranty period in respect of Parts which have been repaired or replaced under the warranty shall expire six (6) months following the date when: (i) the repaired or replacement Part is placed into service on the Covered Equipment; or (ii) upon the expiration of the warranty period applicable to the originally supplied Part as set forth above in Section 5 b) whichever occurs earlier.
- d) In performing the Services, CONTRACTOR's employees and other representatives will work at all times in a safe and workmanlike fashion conforming to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and all other applicable federal, state, and local laws and regulations relating to workplace safety and health in providing such services. SOCWA shall provide a work area conforming to said laws and regulations.
- e) CONTRACTOR's employees shall be subject to CONTRACTOR's customary background screening, drug and alcohol-free workplace policies and pre-employment physical testing.
- f) CONTRACTOR and its employees and other representatives shall observe SOCWA's or the Facility owner's specific safety and security policies, a copy of which CONTRACTOR acknowledges it has received and has or will provide that such policies to its employees, representatives and subcontractors.
- g) CONTRACTOR will take all reasonable and customary safety precautions in connection with the work to be performed by, at and around the Covered Equipment. CONTRACTOR will give all notices and will comply with all notices and applicable laws (including OSHA, if applicable) in the performance of the Services. If either Party discovers a safety violation such Party will immediately notify the responsible Party of such violation in writing except that no Party is obligated to perform any work on the Covered Equipment unless and until the safety violation is corrected.

Section 7.2 Obligations of SOCWA. During the Term, SOCWA agrees to and shall be responsible for the following obligations:

- a) To provide a work area at the Facility that meets the requirements of OSHA and all other federal, state and local laws and regulations relating to workplace safety and health;
- b) To keep a daily operation log for the Covered Equipment reflecting operation, inspections and maintenance work, outside services and analytical reports.
- c) To operate the Covered Equipment in such a way the engines or generator modules (if more than

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one) are working for nearly the same operating time in order to enable their simultaneous maintenance.

- d) To operate the Covered Equipment only within the limits of the Manufacturer's Operations & Maintenance Manual, the Technical Instructions and the Manufacturer's limited warranty provisions.
- e) To not make or implement any changes, alterations or modifications to, or of the operating parameters of, the Covered Equipment except in case of an emergency to prevent damage to Persons and/or property. SOCWA shall notify CONTRACTOR in a reasonable timeframe of any such changes or modifications.
- f) To provide and have available at the Facility all recommended lubricants and grease necessary (excluding CONTRACTOR-provided lubricants) for the routine operation and maintenance of the Covered Equipment.
- g) To monitor lube oil levels on a daily basis, to add or top-off with SOCWA/CONTRACTOR-provided lube oil as required and necessary, to ensure the Covered Equipment is not operated without required levels of lube oil and to record SOCWA-added lube oil amounts in the daily operation log.
- h) To collect lube oil samples using CONTRACTOR-provided oil sample kits, submit for analysis and promptly forward the results of the lube oil analyses to CONTRACTOR.
- i) To perform routine daily, weekly, and monthly maintenance and inspections as called for in the Maintenance Schedule, and as required on a periodic basis independent from the number of OPH's on the Covered Equipment.
- j) To comply with all the Manufacturer's and all component manufacturers' requirements for lubrication, lubrication change intervals and installation parameters for the Covered Equipment, including cooling water quality, anti-freeze and anti-corrosion compounds.
- k) To provide all necessary fuel for operation of the Covered Equipment that meets all required fuel specifications in the Technical Instructions for the Covered Equipment.
- l) To perform fuel gas analyses every three (3) months and provide CONTRACTOR promptly with the results of said analyses.
- m) To provide CONTRACTOR, free of charge, a secured room of not less than 100 square feet in area suitable for storage of parts, supplies and CONTRACTOR tooling at the Facility.
- n) To permit CONTRACTOR to carry out scheduled maintenance and repair work during normal working hours from 7:30 a.m. to 5:00 p.m. from Monday to Friday.
- o) To notify CONTRACTOR in writing of any supplemental maintenance, repair, or testing required and not included in the Services and to permit the CONTRACTOR access 24 hours/day, 7 days/week in order for the CONTRACTOR to provide requested supplemental work.
- p) To provide all coolant necessary for the operation of the Covered Equipment that meets the Manufacturer's specifications.

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- q) To inspect and maintain coolant at required levels.
- r) To provide all necessary permits and approvals for operation of the Equipment, including but not limited to EPA identification numbers for disposal of used oil and Hazardous Materials if required.
- s) To provide all necessary utilities for operations of the Covered Equipment including, but not limited, to service electricity, water (in appropriate quantities and quality that meets the Manufacturer's specifications) and workplace lighting.
- t) To provide and maintain all necessary piping, wiring and equipment up to the applicable terminal points of the Covered Equipment;
- u) To provide business and commercial interfaces with the electric utility and fuel supplier(s).
- v) To identify and provide contact data for emergencies 24-hours/day, 7-days/week.
- w) To provide Internet connections and communications services for use by CONTRACTOR if remote monitoring is required or provided and 24-hours/day, 7-days/week access to the system.

SECTION VIII INSURANCE

Section 8.1 General Liability

CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement a general liability policy of insurance, including coverage for products and completed operations, bodily injury and/or death, personal and advertising injury, and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONTRACTOR and its subcontractors, and each of their agents, representatives, or employees. General Liability insurance shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence. Such coverage shall be written on Insurance Services Office ("ISO") Form CG 00 01, or equivalent. None of the insurance policies required under this Agreement shall contain any carveout, exclusion, condition, endorsement, or other limitation that excludes, limits, or purports to exclude or limit coverage for claims, damages, losses, or liabilities arising out of or resulting from the negligence, gross negligence, recklessness, or willful misconduct of CONTRACTOR or any of its subcontractors, or any of their respective agents, representatives, or employees. To the extent any such policy contains any such carveout, exclusion, condition, endorsement, or limitation, CONTRACTOR shall promptly obtain an amendment, endorsement, or replacement policy removing such carveout, exclusion, condition, endorsement, or limitation, at no cost to SOCWA, and shall furnish evidence of such amendment, endorsement, or replacement policy to SOCWA upon request. CONTRACTOR's obligation to maintain insurance without any such carveout, exclusion, condition, endorsement, or limitation is a material term of this Agreement, and CONTRACTOR's failure to comply shall constitute a material breach of this Agreement.

Section 8.2 Automobile Liability

CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement an automobile liability policy of insurance to cover claims, injury, death, loss or damage, accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hire. Auto coverage shall be issued with a limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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Section 8.3 Worker's Compensation

CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits.

Section 8.4 Pollution Liability

CONTRACTOR and each of its subcontractors shall maintain throughout the term of this Agreement a Pollution Liability policy of insurance as applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If coverage is provided on a claims-made form, the following must also be provided:

8.4.1 The retroactive date must be shown, and must be before the date of the Agreement or the beginning of contract work.

8.4.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

8.4.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

8.4.4 A copy of the claims reporting requirements must be submitted to SOCWA.

Section 8.5 Reserved.

Section 8.6 Reserved.

Section 8.7 Required Provisions

8.7.1 All policies of insurance required under this Section shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have an A.M. Best Company rating of no less than A- and a financial size category of at least Class VII, unless otherwise acceptable to SOCWA.

8.7.2 All such policies shall include a provision and/or executed endorsement providing that coverage shall not be cancelled or materially altered except with thirty (30) days' written notice to SOCWA, send by certified mail, return receipt requested, or reasonable equivalent.

8.7.3 Under the General Liability, Automobile and Pollution Liability policies required pursuant to this Agreement, SOCWA and its Member Agencies (South Coast Water District, City of Laguna Beach, City of San Clemente, El Toro Water District, Santa Margarita Water District, and Emerald Bay Services District) and each of their respective directors, officers, employees and representatives (the "Additional Insureds") shall be named as additional insureds under each such policy and an additional insured endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37, if later revisions are used, shall be provided to SOCWA.

8.7.4 The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by CONTRACTOR pursuant to the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.

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8.7.5 CONTRACTOR shall provide duly-authorized and, as applicable, executed original certificates and endorsements for all insurance required pursuant to this Agreement on forms approved by SOCWA in conformity with all requirements of this Agreement prior to commencement of any work hereunder. If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver renewal certificates to SOCWA at least ten (10) days prior to the expiration date.

8.7.6 For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR's (and its subcontractor's) insurance, and shall not contribute to such insurance.

Section 8.8 Deductibles

Any deductibles or self-insured retentions must be declared in writing and approved by SOCWA. At the option of SOCWA, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects SOCWA and its directors, officers, employees, and representatives; or the CONTRACTOR shall provide a financial guarantee satisfactory to SOCWA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 8.9 Waiver of Subrogation

CONTRACTOR hereby agrees to waive rights of subrogation against SOCWA and the Additional Insureds which any of CONTRACTOR's insurers may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SECTION IX INDEMNITY

Section 9.1 Contractor's Duty to Indemnify and Defend

To the fullest extent permitted by Law, each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) ("Losses") relating to or arising out of or resulting from any claim, demand, suit or action of a third party (collectively, "Claims") to the extent such Claims arise out of or result from the indemnifying party's (or any of its Affiliates or their respective agents, representative's, officer's, director's, manager's, member's or employee's): (i) breach of this Agreement, or (ii) gross negligence or intentional misconduct. To the extent any such Losses or Claims arise from any breach of this Contract or the gross negligence or intentional misconduct of a Party, the obligation to indemnify under this Section 9 shall be comparative and the indemnifying Party shall not be obligated to indemnify the indemnified Party to the extent that such Losses or Claims were caused by any breach of this Contract by the indemnified Party or the gross negligence or intentional misconduct of the indemnified Party.

Section 9.2 Other Indemnities and Limitations of Liability.

- a) Limitation of Contractor's Liability. SELLER'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED (100%) PERCENT OF THE

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PAYMENTS MADE TO CONTRACTOR UNDER THE AGREEMENT PLUS ANY AMOUNTS AVAILABLE UNDER CONTRACTOR'S REQUIRED INSURANCE.

- b) Parties Waiver of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER CONTRACTOR NOR SOCWA (NOR THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE COVERED EQUIPMENT AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, UNDER STATUTE, IN EQUITY OR OTHERWISE. EACH PARTY HEREBY WAIVES ANY RIGHT TO RECOVER, AND RELEASES SUCH OTHER PARTY FROM, SUCH DAMAGES WAIVED UNDER THIS SECTION. THIS WAIVER SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OR CLAIMS BY THIRD PARTIES. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- c) Environmental. In addition to SOCWA's indemnification obligations under Section 13, SOCWA shall indemnify, defend and hold harmless CONTRACTOR and its Affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all losses relating to or resulting from any Claims to the extent such Claims arise out of or result from the presence, discharge or release of Hazardous Materials at the Facility except to the extent such losses are attributable to the negligence or intentional misconduct of CONTRACTOR, any subcontractor or any Person for whose acts CONTRACTOR may be liable. CONTRACTOR shall indemnify, defend, and hold harmless SOCWA from and against all losses relating to Claims arising out of the discharge or release of Hazardous Materials at the Facility to the extent cause by CONTRACTOR.
- d) Interpretation. If any of the foregoing indemnities or limitations are determined to be void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the fullest indemnity permitted by such law. Except as otherwise expressly provided herein, the indemnities provided herein shall be the exclusive remedies of the Parties.
- e) Warranty Limitation. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, PARTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

Section 9.3 Notice of and Participation in Third Party Claims

CONTRACTOR shall give SOCWA written notice of any claim or liability asserted by a third party that arises from or relates to the services performed under this Agreement, including any claims concerning prevailing wages, ("Third-Party Claim") as soon as possible upon the receipt of information of any possible Third-Party Claim or of the commencement of such Third-Party Claim. CONTRACTOR shall not oppose any attempt by SOCWA to intervene or otherwise participate in any such Third-Party Claim. CONTRACTOR shall not settle any Third-Party Claim covered by this Section unless it has obtained the prior written consent of SOCWA, which consent shall not be unreasonably withheld, conditioned, or

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delayed. SOCWA shall have no liability under this Section for any Third-Party Claim for which such notice is not provided or is not provided in a timely manner, including no liability for contribution, indemnification, reimbursement, or penalties. CONTRACTOR's obligations hereunder shall survive the termination or expiration of this Agreement.

Section 9.4 Survival

CONTRACTOR acknowledges and agrees to the provisions of this Section and that they are a material element of consideration. CONTRACTOR's obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement.

SECTION X TERMINATION

Section 10.1 Termination

- a) This Agreement may be terminated prior to the end of the Term only as follows:
 - i. By SOCWA and CONTRACTOR by a written instrument executed by each of them;
 - ii. By CONTRACTOR upon not less than thirty (30) days advance notice to SOCWA (which notice shall state in reasonable detail the circumstances giving rise to the exercise by CONTRACTOR of its right of termination) in the event of a material breach by the SOCWA of this Agreement which is not cured prior to the end of such period; provided that CONTRACTOR shall be required to only give ten (10) days advance notice in the case of any failure of SOCWA to make any payment to CONTRACTOR as required under this Agreement;
 - iii. By SOCWA upon not less than thirty (30) days advance notice to CONTRACTOR (which notice shall state in reasonable detail the circumstances giving rise to the exercise by SOCWA of its right of termination) in the event of a material breach by the CONTRACTOR of this Agreement which is not cured prior to the end of such period; provided that, at SOCWA's sole discretion, the period may be extended beyond the thirty (30) days if the claimed breach is not reasonably capable of being cured within such thirty (30) day period as long as CONTRACTOR shall continue to use good faith and reasonable efforts to cure the claimed breach;
 - iv. By a Party without notice or further action of any kind in the event of a Bankruptcy Event with respect to the other Party;
 - v. By a Party by notice to the other Party in the event any Law, or any order, judgment or decree of any Governmental Entity of competent jurisdiction, shall be enacted, issued or enforced, or made applicable hereto, which makes any material part of this Agreement or the arrangements contemplated herein unlawful; or
 - vi. By either Party for convenience and without cause, upon not less than ninety (90) days' prior written notice to the other Party (a "Convenience Termination"). In the event of a Convenience Termination: (A) CONTRACTOR shall continue to perform the Services

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through the effective date of termination specified in the notice (the "Convenience Termination Date") and shall cooperate with SOCWA to effect an orderly wind-down of the Services; (B) SOCWA shall pay CONTRACTOR for all Services satisfactorily performed through the Convenience Termination Date, including any work-in-progress, in accordance with Section 4 of this Agreement; and (C) the provisions of this Agreement that by their nature are intended to survive termination or expiration, including without limitation Sections 7.1 (Warranty), 9 (Indemnity), and 12.4 (Governing Law and Venue), shall survive such Convenience Termination.

- vii. Termination or expiration of this Agreement in accordance with its terms shall not affect or impair (a) any rights, obligations or liabilities existing or arising under this Agreement prior to such termination or expiration, (b) any rights, obligations or liabilities under this Agreement that are expressly to survive the termination or expiration of this Agreement, or (c) any rights, obligations or liabilities accruing or arising under any other agreement between any one or more of the Parties or their Affiliates.
- b) Notwithstanding any dispute between the Parties arising under or relating to this Agreement, CONTRACTOR shall continue to perform all of its obligations under this Agreement without interruption, suspension, or delay pending resolution of such dispute, provided that SOCWA continues to pay all undisputed amounts when due. In the event of a bona fide payment dispute, SOCWA shall pay all undisputed portions of any invoice when due and shall provide written notice to CONTRACTOR identifying the disputed amount and the basis for the dispute within fifteen (15) days of receipt of the invoice. CONTRACTOR shall not suspend or reduce performance on account of any disputed amount so long as SOCWA has timely paid all undisputed amounts. If SOCWA fails to pay undisputed amounts for a period exceeding sixty (60) days after the applicable due date, and fails to cure within fifteen (15) days after receipt of written notice from CONTRACTOR, CONTRACTOR may suspend performance upon an additional fifteen (15) days' written notice to SOCWA. This provision shall not be construed to limit or waive either Party's rights to terminate this Agreement in accordance with Section 10.1(a) or to pursue any remedy available under this Agreement or at law.

SECTION X FORCE MAJEURE EVENTS

Section 10.1 Scope

Each Party shall be excused from its obligations under this Agreement and shall have no liability for any resulting damage in the event and to the extent that its performance (other than a payment obligation) is delayed or prevented by any circumstance reasonably beyond its control, including, without limitation, any fire, flood, epidemic, shortage of transportation, shortage of raw materials or delay in the delivery thereof, explosion, act of any Governmental Entity, any existing or future Laws, any legal interferences or restrictions, act of God or of the public enemy, strike, walkout, other labor dispute, war, riot or other civil disturbance, or act of terrorism (any such circumstance being referred to herein as a "Force Majeure Event").

SECTION XI PREVAILING WAGE LAW

Section 11.1 Scope

CONTRACTOR shall comply with the requirements of this Section with respect to any installation, repair, maintenance or other work constituting a public works under California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws").

Section 11.2 Registration

CONTRACTOR must be, and must require its subcontractors to, be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5, prior to execution of this Agreement. No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. CONTRACTOR shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to SOCWA prior to commencing work on the project. This registration requirement does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 11.3 Prevailing Wages

CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of Prevailing Wage Laws and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov>. Copies of the prevailing rate of per diem wages may be accessed at SOCWA's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to SOCWA, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold SOCWA and each of its officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

Section 11.4 Payroll Records

CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and electronic copies thereof furnished

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directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently or (B) in a format prescribed by the Labor Commissioner, as prescribed in California Labor Code section 1776, including any required redactions. CONTRACTOR shall keep SOCWA informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform SOCWA of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

Section 11.5 Workday and Hours

Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to SOCWA, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

Section 11.6 Apprentices

CONTRACTOR'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONTRACTOR or any of its subcontractors. If applicable to the services to be performed under this Agreement, CONTRACTOR shall comply with such apprenticeship requirements and submit apprentice information to SOCWA. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-compliance pursuant to section 1777.7.

Section 11.7 Subcontractors

CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

SECTION XII GENERAL

Section 12.1 Entire Agreement/Modification/Interpretation

This Agreement represents the entire understanding of SOCWA and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified, or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

Section 12.2 Supremacy

In the event of any conflict between this Agreement and any attachments hereto, this Agreement shall prevail.

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Section 12.3 Notices

Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service or hand delivery, and addressed to:

SOCWA: Attn:
South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

CONTRACTOR: Attn: _____

Section 12.4 Governing Law and Venue

California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 12.5 Attorneys' Fees

In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorneys' fees.

Section 12.6 Severability

If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 12.7 Non-Exclusive

CONTRACTOR may represent, perform services for, and contract with as many additional clients, persons, or companies as CONTRACTOR, in its sole discretion, sees fit.

Section 12.8 Independent Contractor

CONTRACTOR is an independent contractor and not an employee of SOCWA. CONTRACTOR is free from the control and direction of SOCWA in connection with the performance of the work, CONTRACTOR performs work that is outside the usual course of SOCWA's business, and CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. To the maximum extent allowable by law,

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CONTRACTOR agrees to indemnify, defend, and hold harmless SOCWA from any and all liability, damages, or losses (including attorneys' fees, costs, penalties and fines) SOCWA suffer as a result of a third party's designation of CONTRACTOR or its employee as an employee of SOCWA, regardless of any actual or alleged negligence by SOCWA.

Section 12.9 No Establishment of Joint Powers

SOCWA each acknowledge and agree that this Agreement is not intended to and does not establish a joint exercise of powers arrangement under and pursuant to the laws of the State with respect to contractual matters hereunder among such agencies; further, SOCWA each agree that any joint powers agreements between SOCWA shall have no effect on this Agreement and the rights and obligations of the parties hereunder.

The relationship between CONTRACTOR and SOCWA under this Agreement is that of independent contractors and not of employer-employee or principal-agent. CONTRACTOR is not the legal representative of SOCWA under this Agreement, nor is SOCWA the legal representative of CONTRACTOR under this Agreement. Neither CONTRACTOR nor SOCWA has the right or authority to assume or undertake any obligation or make any representation on behalf of the other.

Section 12.10 Authority

The person signing this Agreement on behalf of each party hereto represents he or she has authority to sign on behalf of, respectively, SOCWA or CONTRACTOR.

Section 12.11 Assignment of Agreement

Neither Party shall have any right or power to assign this Agreement in whole or in part nor to delegate any of its obligations under this Agreement except in the case of a merger of a Party or the sale of substantially all of a Party's assets and business, or except with the prior written consent of the other Party, which consent shall not be unreasonably delayed or withheld. Any attempted assignment without the required consent of the other Party shall be null and void. Nothing contained herein shall restrict CONTRACTOR from subcontracting portions of its work, provided that CONTRACTOR shall remain responsible to SOCWA for the performance by the subcontractor. SOCWA consents to CONTRACTOR assigning its accounts receivables under this Contract to any party.

Section 12.12 Dispute Resolution

All disputes arising in connection with this Agreement shall be settled, if possible, by negotiation of the Parties. If the matter is not resolved by such negotiations, either Party may, by the giving of written notice, cause the matter to be referred to a meeting of appropriate higher management of the Parties. Such meeting shall be held within ten (10) business days following the giving of the written notice. If the matter is not resolved within twenty (20) business days after the date of the notice referring the matter to appropriate higher management, the Parties may pursue arbitration as set forth in Section 12.13.

Section 12.12 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

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Section 12.13 Audits

If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of SOCWA or as part of any audit of SOCWA, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with SOCWA regarding such audit.

Section 12.14 Provisions Required by Law

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

Section 12.15 Waiver

Neither acceptance of, nor payment for any of the services provided for herein, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed the day and year first above written.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

By: _____
General Manager

Date: _____

CONTRACTOR

By: _____
Authorized Representative

Date: _____

Title: _____

EXHIBIT A

SILVER Program for 3-Series Natural Gas or Clean Biogas applications

SILVER programs provide scheduled maintenance, services and component replacement by Northeast-Western Energy Systems USA factory trained and qualified technicians along with remote monitoring and support via MyPlant and APMC. Inspections and service are subject to OPH and not driven by kWh or load factor. Customer personnel perform routine daily, weekly, monthly inspections and services highlighted in yellow on the Maintenance Schedule.

Customer personnel perform the following:

- ❖ Routine daily, weekly, monthly inspections and services as called for in “Maintenance Schedules” for the specific project. Typical inspections and services include:

- Daily entries and updating of Operating Logbook documents.

Daily visual inspection for lube oil, coolant, exhaust, and fuel gas leaks; inspection of vibration dampers; inspect fuel gas piping, heat exchangers and coolant piping; drain condensate

- as required; check and maintain strainers and filters.
- Intake air - Daily checks of manometer readings at air intake filter housing.
 - Cleaning of air intake housing and replacement of filter(s) as required between scheduled maintenances.
- Ignition - Weekly ignition voltage inspections and recording of measurements, inspection and re-gapping of spark plug electrodes as required to accomplish projected intervals.
- Lube Oil - Daily checks of oil pressure, system condition and add make-up oil to system if required
 - Replacement of oil filter if required between scheduled maintenance intervals.
 - Monitor and draw engine lube oil samples on a 500 OPH basis, kits provided by NES WES.
- Coolant - Monitor levels and pressures, add make-up when necessary.
- Fuel gas - Monitor and draw fuel gas samples for testing to determine compliance with requirements per TI 1000-0300.
- Generator - Monitor and maintain bearing lubrication per manufacturer’s requirements.
- Batteries - Inspect, clean, and maintain engine starting batteries, cables, and terminals.

Silver program services performed by NES WES factory trained and qualified technicians entail the following:

- Perform planned and corrective maintenance, inspections, component replacement, minor overhauls at recommended service intervals.
- Remote support and emergency repair solutions.
- Provide lube oil sample kits to draw oil samples per recommendations.
- Review lube oil sample for Owner and provide comments as required.

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- Review coolant testing and provide reports to Owner.

NES WES Technicians will perform the following inspections and maintenance services at:

➤ **2,000 OPH intervals:**

- **Operating Logbook:** Review Owner daily entries and updating of documents
- **100 OPH inspections after commissioning:** This service will only be performed 100 OPH after commissioning.
 - Inspection of proper operation for: Valve Stem projection, valve play, Ignition voltage/ Spark plugs, Control rod assembly / Throttle valve, measure flex-mounted coupling, Gas filter and Thermal reactor
- **DIA.NE Controls:**
 - Inspect and update program settings, trend analysis and review of DIA.NE system performance.
 - Clean air filter, inspect filter mat and replace annually in Switchgear cabinet.
- **Top end – Cylinder Heads:** Inspect, adjust and record data for:
 - Intake and exhaust valve to valve lifter clearances
 - Intake and exhaust valve lash adjustments
 - Intake and exhaust valve stem projection (recession)
 - Inspect rocker arms, valve lifters, adjusting screws, tappets, and lock nuts
- **Ignition System:** Inspect, maintain, and make adjustments inclusive of:
 - Inspect and tighten connections and terminals at ignition box.
 - Inspect ignition harness.
 - Inspect ignition pickups for debris, clean as required, inspect mounting distance.
 - Inspect ignition coils and record ignition voltages.
 - Inspect ignition plug sockets and springs.
 - Inspection and re-gapping of spark plugs and replace sealing rings.
 - Replace spark plugs and connector seals at 12,000 OPH (recommends 13,000 OPH).
- **Fuel System:** Inspect, clean, adjust, lubricate and perform Fuel Gas leak test.
 - Regulator rod linkage, Throttle valve, Actuator control rod assemblies.
 - Gas train filter inspection, clean filter housing and replace filter annually.
- **Intake / Ventilation:** Inspection, cleaning and monitoring of:
 - Crankcase Ventilation system, Measure differential pressures and replace elements when out of limits
 - Replace Blow-by filter(s) when pressure ≥ 20 mbar
 - Intake Air housing and replacement of Pre- and Pocket air filter(s) or when > 1 kPa
 - Perform exhaust stack testing and engine tuning, inspect and adjust LEANOX as necessary.
- **Heat Exchangers:** Visual inspection for leaks and corrosion.
- **Oxidation Catalyst:** Inspect and Review differential pressure.
- **Lubrication & Coolant systems:**
 - System performance and parameter analysis, visual fluid/ lubricant inspection.
 - Perform Lubricant and filter changes, add coolant, based on laboratory analysis

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- Collect Lube Oil sample.
- Increased quantity and frequency due to poor Lubricant condition will result in additional charges
- **Cooling water pump:** Inspect for leaks.
- **Electrical Generator:** Inspection of entire generator assembly, and coupling inclusive of:
 - Inspect and grease bearings.
 - Inspect auxiliary wiring for chafing and terminations.
 - Inspect and check surge suppressor, varistor and rectifier diodes per manufacturer's recommendations
- **Flexible Coupling:** Inspect condition and spring packs, perform axial alignment inspection and adjustment in necessary every 4,000 OPH.
- **Turbocharger:** Visual inspection of casing assembly and bolted connections.
- **Batteries:** Inspect engine starting batteries, cables, and terminals.
-

NES WES Technicians will perform the following inspections and maintenance services at:

➤ **10,000 OPH intervals:**

- **Operating Logbook:** Review Owner daily entries and updating of documents
- **DIA.NE Controls:**
 - Inspect and trend analysis and review of DIA.NE system performance.
 - Replace DIA.NE Battery every 2 years.
 - Clean air filter, inspect filter mat and replace annually in Switchgear cabinet.
- **Top end – Cylinder Heads:** Inspect, adjust and record data for:
 - Intake and exhaust valve to valve lifter clearances.
 - Intake and exhaust valve lash adjustments.
 - Intake and exhaust valve stem projection (recession).
 - Inspect rocker arms, valve lifters, adjusting screws, tappets, and lock nuts.
 - Replace valve cover gaskets.
- **Ignition System:** Inspect, maintain, and make adjustments inclusive of:
 - Inspect and tighten connections and terminals at ignition box.
 - Inspect ignition harness.
 - Inspect ignition pickups for debris, clean as required, inspect mounting distance.
 - Inspect ignition coils and record ignition voltages.
 - Inspect ignition plug sockets and springs.
 - Inspection and re-gapping of spark plugs, replace sealing rings.
- **Fuel System:** Inspect, clean, adjust, lubricate and perform Fuel Gas leak test.
 - Regulator rod linkage, Throttle valve, Actuator control rod assemblies.
 - Gas Train assembly and filter inspection, replace filter if not done within previous 10,000 OPH.
- **Intake / Ventilation:** Inspection, cleaning and monitoring of:
 - Crankcase Ventilation system, measure differential pressures and replace elements when out of limits
 - Intake Air housing and replacement of Pre- and Pocket air filter(s) or when > 1 kPa

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- Perform exhaust stack testing and engine tuning, inspect and adjust LEANOX as necessary.
- **Heat Exchangers:** Visual inspection for leaks and corrosion.
 - Measure and record differential pressures.
- **Lubrication & Coolant systems:**
 - System performance and parameter analysis, visual fluid/ lubricant inspection.
 - Inspect Lube Oil Pre-lubrication pump motor brushes.
 - Perform Lubricant and filter changes, add customer supplied coolant, based on laboratory analysis
 - Collect Lube Oil sample.
 - Increased quantity and frequency due to poor Lubricant condition will result in additional charges
- **Crankshaft related:**
 - Inspect crankshaft axial movement for Thrust bearing condition.
 - Inspect main Shaft seal.
- **Electrical Generator:** Inspection of entire generator assembly, and coupling inclusive of:
 - Inspect and grease bearings.
 - Inspect auxiliary wiring for chafing and terminations.
 - Inspect and check surge suppressor, varistor and rectifier diodes per manufacturer's recommendations
- **Flexible Coupling:** Inspect condition, perform axial alignment inspection and adjustment every 4,000 OPH.
- **Turbocharger:** Inspect Compressor side, bolted connections and casing assembly.
 - Replace compressor connection O-rings.
- **Cooling water pump:**
 - Replace mechanical seal / seals and check for coolant leaks.
- **Electric Starter Motor:** Remove Inspect and replace with new unit if required.
- **Exhaust:** Inspect manifold assembly, insulation, flexible compensators, and mounting hardware.

Minimum Requirements for SILVER Programs

1. All NES WES LTSA offers are based strictly on NES WES Proposal Format, Programs, Form of Agreement, Terms and Conditions.
2. Equipment must be installed with reasonable access and must be available for planned maintenance and component replacement at NES WES request.
3. Equipment must be installed to Technical Instructions and installation requirements.

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4. **Fuel gas must comply with requirements per TI 1000-0300.**
5. **Coolant and lube oil must comply with requirements. Lube oil and coolant samples must be provided in accordance with manufacturer's requirements and forwarded to NES WES on a timely basis for review. Lube oil and coolant analysis reports must be part of Operating Logs and available for NES WES review.**
6. **Owner completed Operating Logs must provide daily operating details, maintenance tasks performed, and each maintenance task is to be documented in NES WES provided Maintenance Protocols, signed by the engineer and operator, and available to NES WES upon request.**
7. **Spark plug ignition voltages of individual spark plugs have to be recorded by means of a NES WES provided Maintenance Protocol for ignition voltages and available to NES WES upon request.**
8. **Owner personnel must promptly notify NES WES of any operational issues or irregularities that may require attention or repair.**

Exclusions

The following exclusions apply unless specifically provided for in a NES WES proposal.

1. Maintenance, parts, labor, freight or services for any equipment not specifically included in our proposal.
2. Maintenance, parts, labor, freight, or services of any type not specifically performed or authorized by NES WES.
3. Increased quantities of spark plugs, filters, lube oil, coolant, or covered parts of any type required as a result of owner or third party maintenance, fuel gas quality, or outside mechanical or electrical forces.
4. Any consequential or contingent damages, costs, penalties, fines.
5. Equipment damages or repairs of any type associated with:
 - a. Operator or other Owner personnel errors or negligence
 - b. Weather related damages
 - c. Short circuit or electrical failures
 - d. Failures or damages of any kind associated with improper installation or operation
 - e. Coolant or lube oil failures
 - f. Owner control system induced failures
 - g. Engine overspeeds or failures due to any type of centrifugal force
 - h. Force Majeure
6. Operation of the Equipment by the Owner personnel or Owner sub-contractor not in compliance with the Equipment manufacturer's standard operating parameters
7. Rigging and removal of equipment for major repairs
8. Assembly or disassembly of walls, building components, structures, roofs, equipment, or any other constraint(s) to gain access to equipment for performance of planned maintenance, component replacement, or corrective repairs.
9. Availability or Performance Guarantees are specifically excluded unless discussed and understood in advance of a NES WES commercial offer.

EXHIBIT B

Maintenance activity	Scheduled at (in oph)	Price per package (\$)	
2.000 oph maintenance activity, oil samples kits x 4, Steuler inspection	4 intervals	USD	(\$) 7,040.37
10.000 oph maintenance activity	1 interval	USD	(\$) 20,600.00
SCR	1 interval	USD	(\$) 16,035.00
MyPlant Subscription (annual Fee)	Annually, Includes Cell router and data fees	USD	(\$) 7,750.00
Set of spark plugs	1 interval	USD	(\$) 16,264.20

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03

SCOPE OF AGREEMENT

STEULER SCR SYSTEM – INSPECTION AND MAINTENANCE SCOPE

The Steuler SCR system shall be inspected in accordance with the applicable manufacturer requirements. Quarterly inspection shall include:

- Inspect piping for damage and leaks.
- Inspect dosing lance for sediment and verify spray pattern; clean as required.
- Inspect reducing-agent fine filter for contamination; clean as required.
- Check catalyst door screw connections for tightness and torque to 300 Nm as required.

ADDITIONAL COMPONENTS	Included	Not Included
Container Package	N/A	
Radiators	N/A	
Aux./Radiator Pumps	N/A	
Cooling System Electric Motors	N/A	
Heat Recovery Equipment	N/A	
SCR/Oxicatalyst	N/A	
SCR Urea Supplied	N/A	
Pre-Chamber Compressor	N/A	
Gas Cleaning System	N/A	
Gas Blower	N/A	
ELECTRICAL COMPONENTS	Included	Not Included
Master Control Panel	N/A	

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Generator Set Motor Control Center	N/A	
Generator Circuit Breaker	N/A	
Differential/Protective Relays	N/A	
STANDARD SERVICES	Included	Not Included
Oil Changes	✓	
Coolant Changes		✗
Vibration Analysis	✓	
Emissions Testing (Verification)	*✓	
Minor Overhaul	✓	
Engine Batteries	✓	
ADDITIONAL SERVICES	Included	Not Included
Major Overhaul	N/A	
Generator Reconditioning (@ Overhaul)	N/A	
Spark Plugs every 8,000 OPH	✓	
STANDARD SERVICES CONT'D	Included	Not Included
Alignment Services	✓	
Remote Monitoring	✓	

FLUIDS/CONSUMABLES	Included	Not Included
Engine Lube Oil & Coolant Supply	✓	
Gearbox	N/A	
Generator Lubricating Oil	N/A	
Grease Supply	*✓	
SCR Urea Supplied		✗

ANALYSIS KIT	Included	Not Included
Lube Oil / Kit Analysis	✓	
Coolant Sample / Kit Analysis	✓	
Fuel Gas Sample Kits / Analysis		✗

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Agenda Item

5.B.

Board of Directors Meeting

Meeting Date: September 10, 2026

TO: Board of Directors

REVISED

FROM: Amber Boone, General Manager

STAFF CONTACT: Roni Grant, Capital Improvement Program Manager

SUBJECT: J.B. Latham Treatment Plant, Plant 1 Generator Updates [Project Committee 2]

Overview

On January 11, 2024, the SOCWA Board of Directors authorized staff to pre-purchase the Plant 1 emergency generator from Quinn Power Systems, and the MCC-M from Pacific Parts and Rentals due to extended equipment lead times. The generator is a key component of the larger JBL Electrical System Upgrades Project, which also includes installation of the associated generator connections. Following procurement, the generator remained in factory storage for more than ten months and was ultimately delivered to the facility in August 2026.

SOCWA submitted an AQMD Permit to Construct application for the generator on August 1, 2024; however, the permit has not yet been issued and SCAQMD has not been able to provide a timeline for permit issuance. In light of recent power outages and the declining reliability of the existing backup generator, the Board directed staff to evaluate options to accelerate generator replacement.

To facilitate this request, staff requested a preliminary estimate from Hazen and Sawyer to repackage the existing bid documents for CIP Project 3252 into a standalone construction package focused on installation of the pre-purchased generator. Hazen provided a budgetary estimate of approximately \$40,000 for these services. SOCWA currently maintains an active agreement with Hazen for final design and engineering services during construction for the JBL Electrical System Upgrades Project (Project No. 3252). Table 1 provides the estimated schedule if the generator was pulled out of the bid package.

Table 1: Rebid Package for the Generator

Estimated Generator Schedule			
Est. Days	Start	Finish	Tasks/Step
60	9/10/2026	11/9/2026	Repackage the design bid set
60	11/10/2026	1/9/2027	Bid Package on PB
	1/7/2027		Special PC2 Board Award
30	1/8/2027	2/7/2027	Contract execution, bonding, insurance, etc.
	2/7/2027		NTP
45	2/8/2027	3/25/2027	Temporary Generator Replacement
75	3/26/2027	6/9/2027	New Generator Online
30	6/10/2027	7/10/2027	Close out
	8/20/2027		Engineering Committee NOC Review
	9/3/2027		Board NOC

Staff reviewed the project drawings and sequencing requirements for the upgrade project to provide a realistic timeline for generator installation. Through the staging, demolition, and construction, the contractor would be required to provide a back-up generator, immediately, which would allow for a fail-over for resiliency purposes. Table 2 provides the schedule if the project moved forward without the repackaging of the generator alone. The schedule presented in Table 2 is consistent with the CIP schedule provided in Agenda Item 4.C.

Table 2: Project 3252 Schedule

Project 3252 Schedule			
Est. Days	Start	Finish	Tasks/Step
21	9/10/2026	10/1/2026	Complete the design bid set
45	10/2/2026	11/16/2026	Bid Package on PB
	11/19/2026		Engineering Committee Review
	12/10/2026		Board Award
30	12/11/2026	1/10/2027	Contract execution, bonding, insurance, etc.
	1/10/2027		NTP
45	1/11/2027	2/25/2027	Temporary Generator Replacement
75	2/26/2027	5/12/2027	New Generator Online
200	1/11/2027	7/30/2027	MCC Construction
30	7/31/2027	8/30/2027	Close out
	9/16/2027		Engineering Committee NOC Review
	10/7/2027		Board NOC

Recommended Action: Board discussion, direction, or action.

Agenda Item

6.A.

Board of Directors Meeting
Budgeted: Yes
Line Item: 05/24-5015-02
Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Bob Culver, Environmental Services Manager

SUBJECT: WSP Support for ACOO and SJCOO Receiving Water Monitoring Reports and CEDEN Data Submittals [Project Committee 5, Project Committee 24]

Summary

Staff is requesting Board authorization to issue two purchase orders to WSP USA, Inc. for preparation of the NPDES-required Receiving Water Monitoring Reports (RWMRs) and associated California Environmental Data Exchange Network (CEDEN) data submittals for the Aliso Creek Ocean Outfall (ACOO) and San Juan Creek Ocean Outfall (SJCOO), for a combined amount not to exceed \$107,986.

Discussion/Analysis

SOCWA's ACOO and SJCOO NPDES permits require preparation of comprehensive RWMRs and submission of applicable receiving water monitoring data to CEDEN. The reports integrate multiple components of SOCWA's marine monitoring programs, including nearshore and offshore water quality, sediment chemistry and toxicity, benthic community assessments, fish and macroinvertebrate monitoring, fish tissue/bioaccumulation studies, rig fishing, trawling, and plume tracking, as applicable.

Preparation of these reports requires specialized marine scientific expertise and detailed knowledge of SOCWA's receiving water monitoring programs, historical datasets, sampling methodologies, and NPDES permit requirements. There are a limited number of professionals with the combination of technical expertise and program-specific experience necessary to prepare these reports and complete the associated CEDEN data submissions.

WSP is recommended based on its extensive first-hand involvement with SOCWA's marine monitoring program and specialized marine scientific expertise. WSP has directly performed or provided technical support for many of the studies that must now be integrated into the RWMRs. This project-specific knowledge allows WSP to efficiently review and interpret the monitoring data without the additional time and cost associated with bringing a new consultant up to speed on the monitoring history, methodologies, datasets, and permit requirements.

Staff also contacted Dr. Michael Welch, who has extensive knowledge of SOCWA's receiving water monitoring program and would otherwise be qualified to perform this work. Dr. Welch,

however, did not have sufficient availability to meet the required schedule due to his other ongoing workload.

Given the limited pool of qualified professionals, WSP's direct involvement with the underlying monitoring programs and datasets, its specialized marine scientific and CEDEN expertise, and the regulatory set schedule, staff determined WSP to be the most efficient and technically appropriate consultant for this work.

WSP's scope includes preparation of draft and final RWMRs, data review and analysis, interpretation of receiving water monitoring results, and preparation and upload of applicable data to CEDEN. The CEDEN preparation and upload/submittal process effort includes data formatting, QC and metadata coordination, database vocabulary development, and coordination with CEDEN staff as necessary.

Fiscal impact

WSP provided separate not-to-exceed proposals for the ACOO and SJCOO work as follows:

Project	Project Management	RWMR	CEDEN Submittal	NTE Total
ACOO	\$3,193	\$40,000	\$10,800	\$53,993
SJCOO	\$3,193	\$40,000	\$10,800	\$53,993
Total	\$6,386	\$80,000	\$21,600	\$107,986

Each proposal is not to exceed \$53,993, consisting of \$3,193 for project management, \$40,000 for RWMR preparation, and \$10,800 for CEDEN data preparation and submittal.

The ACOO costs will be allocated to Project Committee 24 (PC24) and the SJCOO costs to Project Committee 5 (PC5) in accordance with the applicable SOCWA cost allocation methodology.

PC5 - SCJOO

Agency	Ownership (%)	Contract
CSC	16.62%	\$8,973.64
SCWD	12.47%	\$6,732.93
SCWD-MNWD	6.36%	\$3,433.95
SMWD	55.40%	\$29,912.12
SMWD-MNWD	9.15%	\$4,940.36
Total	100.00%	\$53,993.00

PC24--ACOO

Agency	Ownership (%)	Contract
CLB	11.00%	\$5,939.23
EBSD	0.78%	\$421.15
ETWD	16.30%	\$8,801.94
ETWD-MNWD	43.85%	\$23,674.85
ETWD-IRWD	15.76%	\$8,509.30
SCWD	12.31%	\$6,646.54
Total	100.00%	\$53,993.00

Total Expense Value

Agency	Contract
CLB	\$5,939.23
CSC	\$8,973.64
EBSD	\$421.15
ETWD	\$8,801.94
ETWD-MNWD	\$23,674.85
ETWD-IRWD	\$8,509.30
SCWD	\$13,379.47
SCWD-MNWD	\$3,433.95
SMWD	\$29,912.12
SMWD-MNWD	\$4,940.36
Total	\$107,986.00

Recommended Action:

Staff recommends that the Board of Directors authorize the General Manager to issue two purchase orders to WSP USA, Inc. for preparation of the ACOO and SJCOO Receiving Water Monitoring Reports and associated CEDEN data submittals in the amount of \$53,993 each, for a combined total not to exceed \$107,986.

Attachment(s):

1. WSP – ACOO Receiving Water Monitoring Report and CEDEN Data Submittal Scope of Work and Cost Estimate
2. WSP – SJCOO Receiving Water Monitoring Report and CEDEN Data Submittal Scope of Work and Cost Estimate



**Aliso Creek Ocean Outfalls Receiving Water Monitoring Reporting and CEDEN
Data Submittal
Scope of Work and Cost Estimate**

August 17th, 2026

WSP USA, Inc.

Introduction

As the Southern Orange County Wastewater Authority (SOCWA) navigates the Monitoring and Reporting Program (MRP) requirements for its current National Pollutant Discharge Elimination System (NPDES) permits at the Aliso Creek Ocean Outfall (NPDES No. CA0107611, San Diego Regional Water Quality Control Board [SDRWQCB] Order No. R9-2022-0006]), WSP USA Inc. (WSP) is pleased to submit this proposal for preparation of the Receiving Water Monitoring Report (RWMR) required under Attachment E, the Monitoring and Reporting Program (MRP) section 4.5 and submittal of receiving water data to the California Environmental Data Exchange Network (CEDEN) required under MRP section 4.4.

The tasks presented below are based on emails and calls with SOCWA staff on August 6-12th, 2026.

Scope of Work

The following details expand on the costs included in the attached cost estimate table.

Task 1 – Project Management and Meetings

Project Management (PM) time is set aside to initiate the contract, set up and scope tasks, ensure all contract obligations are being fulfilled on time and on budget, and to review invoices. This time includes efforts for administrative staff to set up the contract and project tasks and prepare and follow up on invoices, regular updates on reporting progress, and as-needed coordination or meetings with SDRWQCB staff.

Deliverables: Regular monthly progress updates, as-needed coordination with SOCWA staff.

Task 2 – Aliso Creek Receiving Water Monitoring Report

WSP will prepare the RWMR that includes the following elements from Attachment E section 4.5.1 of the NPDES permit:

- Nearshore and offshore water quality
- Sediment assessment for physical and chemistry properties
- Sediment toxicity
- Benthic community condition
- Fish and invertebrate dive surveys
- Rig fishing
- Plume tracking.

The report will include elements required under section 4.5.2, including a description of sampling and analysis, tabulation and summaries of required data, and interpretation and conclusions as to whether applicable receiving water questions proposed in the MRP have been attained at each station.

This task includes effort for WSP to review provided data reports, tabulate data, perform required data analysis and interpretation for each RWMR element, and prepare the RWMR. This effort assumes one round of review from SOCWA staff on a draft report, with comments incorporated into a final RWMR for submittal to the San Diego Water Board.

Deliverables: One draft report for SOCWA review, one final report for SDRWQCB submittal.

Task 3 – CEDEN Data Formatting and Submittal

This task includes as-needed technical support to review monitoring information provided by SOCWA and prepare, format, and upload the data to CEDEN or the SWAMP data portal. The preparation of the data submittal will include the following elements:

- Converting available data reports to match CEDEN or SWAMP database requirements for sediment chemistry, tissue chemistry, sediment toxicity, benthic fish and invertebrate community surveys, and benthic infauna community.
- Adding vocabulary to CEDEN for new stations, species, or constituents.
 - The WSP team identified that the 14 near-shore and offshore sample stations are not currently listed in the CEDEN database
 - Time is included to look up the approximately 200 benthic infauna taxa to ensure there are no duplicate entries
- Coordinate with contract laboratories and applicable agencies to obtain quality control (QC) and metadata for the chemistry, toxicity, and taxonomy results, as required for CEDEN or SWAMP data portal submittal.
- Coordinate with CEDEN or SWAMP State Water Board staff on upload requirements, as needed

Deliverables: CEDEN formatted data for sediment chemistry, toxicity, and benthic infauna, fish and invertebrate trawl data, and tissue chemistry. CEDEN submittal confirmation for all required data.

Schedule

Tasks 1, 2, and 3 will begin within one week of project initiation. WSP understands the deadline for submitting the benthic monitoring reports to the SDRWQB to be November 1, 2026, with review of the reports by SOCWA staff prior to finalization factored into the proposed sampling schedule. The period of performance will conclude no later than December 31, 2026. The WSP Project Manager will provide updates to SOCWA if these deadlines need to be revised.

Cost Estimate

The estimated cost to conduct Tasks 1, 2, and 3 is \$53,993. Additional scope items will require additional effort beyond what is presented here.

Task	Labor	ODCs	Total
Task 1 – Project Management and Meetings	\$3,193	\$0	\$3,193
Task 2 – SJC RWMR	\$40,000	\$0	\$40,000
Task 3 – SJC CEDEN Data Submittal	\$10,800	\$0	\$10,800
Subtotal	\$53,993	\$	--
Tasks 1, 2, and 3 Total			\$53,993

A detailed breakdown of the cost by task is presented in Attachment A below.



Attachment A – Cost Breakdown by Task

CLIENT: South Orange County Wastewater Authority PROJECT: Aliso Creek RWMR and CEDEN Data Submittal PREPARED BY: Kevin Stolzenbach		TASK 1		TASK 2		TASK 3		PROJECT TOTALS	
		Project Management and Meetings		San Juan Creek RWMR		San Juan Creek CEDEN Data Submittal		TOTAL	
PART I DIRECT LABOR									
ITEM	LABOR RATE	HRS	COST	UNITS	COST	UNITS	COST	HRS	COST
Project Manager	\$ 230.00	7	\$ 1,610	52	\$ 11,960	4	\$ 920	63	\$ 14,490
Senior QA/QC Specialist	\$ 244.00	2	\$ 488	8	\$ 1,952	0	\$ -	10	\$ 2,440
Senior Environmental Professional	\$ 195.00	1	\$ 195	64	\$ 12,480	0	\$ -	65	\$ 12,675
Environmental Professional	\$ 172.00	1	\$ 172	46	\$ 7,912	0	\$ -	47	\$ 8,084
Senior Technical Specialist	\$ 138.00	1	\$ 138	32	\$ 4,416	0	\$ -	33	\$ 4,554
Senior Database Specialist	\$ 190.00	0	\$ -	0	\$ -	52	\$ 9,880	52	\$ 9,880
GIS Specialist	\$ 160.00	0	\$ -	8	\$ 1,280	0	\$ -	8	\$ 1,280
Administrative Assistant	\$ 118.00	5	\$ 590	0	\$ -	0	\$ -	5	\$ 590
Total Direct Labor		17	\$ 3,193	210	\$ 40,000	56	\$ 10,800	283	\$ 53,993
GRAND TOTAL NTE			\$ 3,193		\$ 40,000		\$ 10,800		\$ 53,993



San Juan Creek Ocean Outfalls Receiving Water Monitoring Reporting and CEDEN Data Submittal Scope of Work and Cost Estimate

August 17th, 2026

WSP USA, Inc.

Introduction

As the Southern Orange County Wastewater Authority (SOCWA) navigates the Monitoring and Reporting Program (MRP) requirements for its current National Pollutant Discharge Elimination System (NPDES) permits at the San Juan Creek Ocean Outfall (NPDES No. CA0107414, San Diego Regional Water Quality Control Board [SDRWQCB] Order No. R9-2022-0005)), WSP USA Inc. (WSP) is pleased to submit this proposal for preparation of the Receiving Water Monitoring Report (RWMR) required under Attachment E, the Monitoring and Reporting Program (MRP) section 4.5 and submittal of receiving water data to the California Environmental Data Exchange Network (CEDEN) required under MRP section 4.4.

The tasks presented below are based on emails and calls with SOCWA staff on August 6-12th, 2026.

Scope of Work

The following details expand on the costs included in the attached cost estimate table.

Task 1 – Project Management and Meetings

Project Management (PM) time is set aside to initiate the contract, set up and scope tasks, ensure all contract obligations are being fulfilled on time and on budget, and to review invoices. This time includes efforts for administrative staff to set up the contract and project tasks and prepare and follow up on invoices, regular updates on reporting progress, and as-needed coordination or meetings with SDRWQCB staff.

Deliverables: Regular monthly progress updates, as-needed coordination with SOCWA staff.

Task 2 – San Juan Creek Receiving Water Monitoring Report

WSP will prepare the RWMR that includes the following elements from Attachment E section 4.5.1 of the NPDES permit:

- Nearshore and offshore water quality
- Sediment assessment for physical and chemistry properties
- Sediment toxicity
- Benthic community condition
- Fish and invertebrate trawls
- Rig fishing
- Plume tracking.

The report will include elements required under section 4.5.2, including a description of sampling and analysis, tabulation and summaries of required data, and interpretation and conclusions as to whether applicable receiving water questions proposed in the MRP have been attained at each station.

This task includes effort for WSP to review provided data reports, tabulate data, perform required data analysis and interpretation for each RWMR element, and prepare the RWMR. This effort assumes one round of review from SOCWA staff on a draft report, with comments incorporated into a final RWMR for submittal to the San Diego Water Board.

Deliverables: One draft report for SOCWA review, one final report for SDRWQCB submittal.

Task 3 – CEDEN Data Formatting and Submittal

This task includes as-needed technical support to review monitoring information provided by SOCWA and prepare, format, and upload the data to CEDEN or the SWAMP data portal. The preparation of the data submittal will include the following elements:

- Converting available data reports to match CEDEN or SWAMP database requirements for sediment chemistry, tissue chemistry, sediment toxicity, benthic fish and invertebrate community surveys, and benthic infauna community.
- Adding vocabulary to CEDEN for new stations, species, or constituents.
 - The WSP team identified that the 13 near-shore and offshore sample stations are not currently listed in the CEDEN database
 - Time is included to look up the approximately 200 benthic infauna taxa to ensure there are no duplicate entries
- Coordinate with contract laboratories and applicable agencies to obtain quality control (QC) and metadata for the chemistry, toxicity, and taxonomy results, as required for CEDEN or SWAMP data portal submittal.
- Coordinate with CEDEN or SWAMP State Water Board staff on upload requirements, as needed

Deliverables: CEDEN formatted data for sediment chemistry, toxicity, and benthic infauna, fish and invertebrate trawl data, and tissue chemistry. CEDEN submittal confirmation for all required data.

Schedule

Tasks 1, 2, and 3 will begin within one week of project initiation. WSP understands the deadline for submitting the benthic monitoring reports to the SDRWQB to be November 1, 2026, with review of the reports by SOCWA staff prior to finalization factored into the proposed sampling schedule. The period of performance will conclude no later than December 31, 2026. The WSP Project Manager will provide updates to SOCWA if these deadlines need to be revised.

Cost Estimate

The estimated cost to conduct Tasks 1, 2, and 3 is \$53,993. Additional scope items will require additional effort beyond what is presented here.

Task	Labor	ODCs	Total
Task 1 – Project Management and Meetings	\$3,193	\$0	\$3,193
Task 2 – SJC RWMR	\$40,000	\$0	\$40,000
Task 3 – SJC CEDEN Data Submittal	\$10,800	\$0	\$10,800
Subtotal	\$53,993	\$0	--
Tasks 1, 2, and 3 Total			\$53,993

A detailed breakdown of the cost by task is presented in Attachment A below.



Attachment A – Cost Breakdown by Task

CLIENT: South Orange County Wastewater Authority PROJECT: San Juan Creek RWMR and CEDEN Data Submittal PREPARED BY: Kevin Stolzenbach		TASK 1		TASK 2		TASK 3		PROJECT TOTALS	
		Project Management and Meetings		San Juan Creek RWMR		San Juan Creek CEDEN Data Submittal		TOTAL	
PART I DIRECT LABOR									
ITEM	LABOR RATE	HRS	COST	UNITS	COST	UNITS	COST	HRS	COST
Project Manager	\$ 230.00	7	\$ 1,610	52	\$ 11,960	4	\$ 920	63	\$ 14,490
Senior QA/QC Specialist	\$ 244.00	2	\$ 488	8	\$ 1,952	0	\$ -	10	\$ 2,440
Senior Environmental Professional	\$ 195.00	1	\$ 195	64	\$ 12,480	0	\$ -	65	\$ 12,675
Environmental Professional	\$ 172.00	1	\$ 172	46	\$ 7,912	0	\$ -	47	\$ 8,084
Senior Technical Specialist	\$ 138.00	1	\$ 138	32	\$ 4,416	0	\$ -	33	\$ 4,554
Senior Database Specialist	\$ 190.00	0	\$ -	0	\$ -	52	\$ 9,880	52	\$ 9,880
GIS Specialist	\$ 160.00	0	\$ -	8	\$ 1,280	0	\$ -	8	\$ 1,280
Administrative Assistant	\$ 118.00	5	\$ 590	0	\$ -	0	\$ -	5	\$ 590
Total Direct Labor		17	\$ 3,193	210	\$ 40,000	56	\$ 10,800	283	\$ 53,993
GRAND TOTAL NTE			\$ 3,193		\$ 40,000		\$ 10,800		\$ 53,993

Agenda Item

6.B.

Board of Directors Meeting
Budgeted: Yes
Line Item: 01-5015
Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

SUBJECT: RGS Contract Amendment

Summary

Staff requests Board of Directors approval of Amendment No. 2 to the Professional Services Agreement with Regional Government Services Authority (RGS), dated November 8, 2024. The amendment extends the term of the agreement through June 30, 2027, and increases the Not to Exceed (NTE) compensation by \$55,000, bringing the revised contract total to \$161,000. Because the amended contract total exceeds the General Manager's delegated authority of \$100,000, Board approval is required pursuant to the SOCWA Uniform Purchasing Policy.

Discussion/Analysis

OCWA engaged RGS to provide professional advisory services to the Agency. The need for continued and expanded services has arisen during the current fiscal year, requiring both an extension of the agreement term and an expansion of the scope of work.

Amendment No. 2 modifies the agreement in the following ways:

- Section 2 (Term): The anticipated completion of service is extended from the prior end date to June 30, 2027.
- Section 3 (Compensation): The Not to Exceed (NTE) amount is increased by \$55,000, bringing the revised total NTE to \$161,000. The added \$55,000 is allocated as follows:
 - \$35,000 for continued Financial Services through the end of the Fiscal Year
 - \$20,000 for added Payroll Services through the end of the Fiscal Year
- Exhibit B (Scope of Services): Amended to add Exhibit B.2, which incorporates payroll consulting services as a new scope element.
- All other terms and conditions of the original agreement remain in full force and effect.

Added Scope of Work (Exhibit B.2) includes the following services:

- Processing of bi-weekly payroll
- Reconciliation, payroll payables, and review support

RGS services are provided on a time-and-materials basis; the Agency is invoiced only for actual hours worked. External costs and advisor travel are invoiced at cost with no markup. RGS employees and advisors are supervised by RGS administrators and do not report to any Agency employee, and no RGS employee has authority to execute any document on behalf of the Agency.

Fiscal impact

Under the SOCWA Uniform Purchasing Policy, the General Manager is delegated authority to solicit and award contracts with a total value less than \$100,000 and a term of five years or less. 2 The General Manager is further authorized to approve amendments and change orders where the total contract price, as amended, remains within the General Manager's authority, the amendment does not exceed 25% of the original contract price, or the amendment is within a Board-approved contingency. Because the revised total NTE of \$161,000 exceeds the General Manager's \$100,000 threshold, Board of Directors approval is required for this amendment.

The total NTE increase under Amendment No. 2 is \$55,000, split between \$35,000 for continued Financial Services and \$20,000 for added Payroll Services, for a revised contract total of \$161,000. Funds for these services are anticipated to be available within the current fiscal year budget. Staff will confirm budget availability prior to the Board meeting.

Previous Action

The South Orange County Wastewater Authority (SOCWA) entered into an Agreement for Professional Services with Regional Government Services Authority (RGS) on November 8, 2024. This is the second amendment to that agreement. The original agreement established RGS as an advisor to the Agency for financial consulting services.

Recommended Action:

Staff recommends that the Board of Directors authorize the General Manager to execute Amendment No. 2 to the Professional Services Agreement with Regional Government Services Authority (RGS), dated November 8, 2024, extending the term through June 30, 2027, and increasing the Not to Exceed amount by \$55,000 to a revised total of \$161,000.

Attachment(s):

1. RGS Contract Amendment



AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

This second amendment to the Professional Services Agreement between the **SOUTH ORANGE COUNTY WASTEWATER** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 27th day of August 2026.

RECITALS

The Agency and RGS entered into an Agreement for services dated November 8, 2024. This Amendment is entered into with reference to the following facts and circumstances:

- A. **Section 2, Term of Agreement and Termination**, in subsection 2.1, is amended to extend the anticipated completion of service to June 30, 2027.
- B. **Section 3, Compensation**, is amended to increase the Not To Exceed (NTE) amount by \$55,000, to a revised total of \$161,000.

Note: The added \$55,000 is split as follows: \$35,000 for continued Financial Services through the end of the Fiscal Year, and \$20,000 for the added Payroll Services through the end of the Fiscal Year.

- C. **Exhibit B, Scope of Services**, is amended to add the additional work included in the attached **Exhibit B.2**.
- D. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Dated: 9/1/2026

Agency

RGS

Amber Boone, MS MPA, Acting General
Manager

Signed by:
Sophia Selivanoff

Sophia Selivanoff, Executive Director

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgsca.gov

**South Orange County Wastewater Authority
Agreement Dated 11/8/24 — Amendment #2
August 27, 2026**

EXHIBIT B.2

Added Scope of Work

Scope of Services: Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as Advisors to South Orange County Wastewater Authority hereafter “Agency”. RGS Advisors will provide immediate ongoing payroll consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:

- Provide payroll support to include processing of bi-weekly payroll
- Provide additional support as needed for reconciliation, payroll payables, and review

The RGS team will be led by an RGS advisor, who will perform both work and direct projects or tasks to other RGS staff with equal or lower bill rates at the RGS advisor’s discretion. RGS advisors/staff will be reasonably available to perform the services during the normal workweek, this work may be done onsite or remotely. RGS advisors/staff may occasionally work at Agency worksites with the pre-approval of the Lead Advisor. RGS team members will maintain open communication lines with each other and Agency staff through written documentation, video conference calls, phone, and e-mail as needed to accomplish agreed-upon projects.

RGS provides consulting services on a time and materials basis. The Agency will only be invoiced for the actual hours worked. External costs and RGS Advisor travel will be invoiced at cost to the Agency with no markup. Advisor travel time to and from the service location is billed at the regular hourly rate, and mileage reimbursement is charged separately at the IRS rate. All external costs, including advisor travel time, will fall outside of the not-to-exceed for services provided.

RGS’ cost estimate is based on the agency’s understanding and our experience with similar projects. The availability of information and data from the agency can impact the effort required. Completion of the scope of work is dependent on funds available in the NTE. RGS will stay in communication with the Agency on any issues that pose a risk this estimate, which will include reporting expenditures against the NTE with each monthly invoice.

RGS employees/advisors will be supervised by RGS administrators, not by any Agency employee, and will not report to any Agency employee. No Agency employee shall have any reporting obligation to the RGS employee/advisor. RGS employees/advisors shall have no authority to execute any document on behalf of the Agency. To the extent that any RGS employee/advisor is identified in any Agency publication, agendas or minutes, the name of the RGS employee/advisor shall be noted therein as "RGS employee/advisor". RGS services are not duplicated by Agency employees and are not intended to be performed by Agency employees but are outsourced to RGS.

Agenda Item

6.C.

Board of Directors Meeting

Meeting Date: September 10, 2026

TO: Board of Directors

FROM: Amber Boone, General Manager

SUBJECT: General Manager's Report

Master Schedule for CTP and JBL Master Planning Efforts

At the February 2026 SOCWA Board meeting, Board members requested that the master planning schedule be separated into respective facilities with a completion date added to the master planning schedule and Board related workshops. The following table represents activities planned and completed for the JB Latham (JBL) Facility Planning Assessment (FPA).

JBL Facility Planning Assessment

EVENTS	DATE	COMPLETION DATE
Kick-Off Meeting	14-Jan-26	14-Jan-26
Task 1 - Project Management	14-Jan-26	14-Jan-26
Staff Workshop 1	27-Jan-26	27-Jan-26
Task 2 - Existing Facility Evaluation	29-Jun-26 (project postponed 60 days)	29-Jun-26
Staff Workshop 2	17-Mar-26	17-Mar-26
PC2 Board Workshop	Not Previously Planned	3-Apr-26
Staff Workshop 3 - Condition Assessment	30-Jun-26	7-Jul-26
Task 3 - Wastewater Treatment Alternatives	17-Sep-26 (project postponed 60 days)	
PC2 Board Workshop – Criteria Setting	Date not set	
Task 4 - Effluent Utilization Evaluation	17-Sep-26 (project postponed 60 days)	
Staff Workshop 4	TBD 28-Jul-26	
PC2 Board Workshop	Date not set	
Task 5 - Develop Project Alternatives	10-Oct-26 (project postponed 60 days)	
Staff Workshop 5	TBD 25-Aug-26	
Task 6 - Facility Planning & Assessment	25-Nov-26 (project postponed 60 days)	
PC2 Board Workshop	Date not set	

The following tables represent activities planned and completed for the Coastal Treatment Plant (CTP) Facility Planning Assessment (FPA) and CTP Regional Flow Study.

CTP Facility Planning Assessment

EVENTS	DATE	COMPLETION DATE
Issue RFP	November 7, 2025	November 7, 2025
Mandatory Pre-Proposal Meeting	November 20, 2025	November 20, 2025
Deadline for Questions and Supplemental Information	December 11, 2025	December 11, 2025
Proposal Submission Deadline	January 15, 2026	January 15, 2026
Interviews	January 22, 2026	January 29, 2026
Contract Award	February 12, 2026	March 5, 2026
NTP	April 1, 2026	May 28, 2026 (w/ CTP Regional Flow Study PE4 workshop per PC15 Board)
Kick-Off Meeting	May 28, 2026	PM's on May 28, 2026 & Stakeholder Group on June 11, 2026
Task 1 - Project Management	May 28, 2026	May 28, 2026
Task 2 - Existing Facility Evaluation	July 13, 2026	Pending Biowin Model Calibration Water Quality Testing Results
Task 3 - Wastewater Treatment Alternatives	November 2, 2026	
Task 4 - Effluent Utilization Evaluation	November 2, 2026	
Task 5 - Develop Project Alternatives	January 12, 2026	
Task 6 - Facility Planning & Assessment, Admin Draft Report	February 16, 2027	
Project Final Report	February 28, 2027	

Purchases over \$25,000 but under \$100,000

Per the SOCWA December 2024 Uniform Purchasing Policy, the General Manager will report authorized purchases to the Board that were over \$25,000 but under \$100,000. The following items were authorized since the last Board meeting report:

Purchase	Amount
ACOO ROWD NPDES Permit Renewal Support	\$27,300.00
SJCOO ROWD NPDES Permit Renewal Support	\$27,300.00
CTP Channel Embankment Repair Design	\$33,233.00
Two (2) Replacement Grit Pump Stands	\$51,669.72
FY 26/27 Offshore Water Quality Monitoring	\$85,882.00
Annual Urea Contract Renewal	\$27,000.00

Industry Presentations Updates

Staff provided the following industry presentations:

- Modular Data Center Discussion, Sustain SoCal, August 13, 2026
- General Manager Career Summit, Orange County Water Association, August 27, 2026

Administrative Efficiency

Staff continue to work on administrative efficiency projects. Staff identified that open purchase orders result in back office inefficiency. Staff instituted a new program where purchase orders are closed at the end of the fiscal year and reissued as needed based on Board action or budgeted expenses. This provides better transparency and fiscal management. The table below provides the summary of this project.

	Closed PO's 2026	Reissued PO's	Oldest PO
SSD-Eng only	19	1	6/16/2021
O&M Only	40	12	2/21/2019
Admin-IT Only	2	2	12/27/2023

Staff is also moving to an electronic only distribution of agenda packets due to expressed interest of some members and to save time and money from staff printing and mailing out packages.

VoiceSOP

Phase 1 ran from June 1 through August 23, 2026 and set up the VoiceSOP pilot. The team worked with lab and operations staff to decide what the first version needed to do, which procedures to include, and how the app should look and feel on a phone or tablet—especially for hands-free, tap-to-talk use while someone is at the bench. They also put the basic system in place so the assistant can look up official procedures, talk the user through the steps, and run in a safe test environment.

This phase was about proving the idea and building the foundation, not launching a finished product or new hardware. A small amount of design wrap-up carried into early September; the next phase is where the working pilot app gets finished and put in testers' hands.

Small Capital Work Plan

Following on the efforts to provide a large capital work plan to committee members and the SOCWA Board, and to facilitate staff resource allocation on large capital work, presented herein are small capital workplans for CTP and JBL. The table below provides a breakdown of the number of projects at each facility and the planned FY 26-27 budget at each facility. The attachments to this report provide the breakdown per facility.

Small Capital Cost Summary by Plant

Plant	Known Spent / Encumbered	Planned	Total Identified	Budget	Remaining Budget	# of Projects
JBL	\$115,873.58	\$551,500.00	\$667,373.58	\$685,000.00	\$17,626.42	26
CTP	\$132,425.14	\$483,800.00	\$616,225.14	\$640,000.00	\$23,774.86	30
Total	\$248,298.72	\$1,035,300.00	\$1,283,598.72	\$1,325,000.00	\$41,401.28	56

Large Capital Program Management

Staff is working on ways to improve the tracking of project expenses and is developing a project lifecycle procedure to help in overall management of the program and oversight by the SOCWA Board which will be available for review at the September Engineering Committee meeting. These efforts aim to integrate the capital program project budget into the Financial System for tracking and cash flow management to better support staff oversight and management of capital projects.

General Manager Activity Report

Strategic Program Integration

SOCWA's August 2026 activities reflect a continued emphasis on integrating master planning, capital project delivery, and regulatory compliance with broader regional water management goals. The ongoing Facility Planning Assessments for both the Coastal Treatment Plant (CTP) and JB Latham (JBL) facilities are structured to ensure that future infrastructure investments are responsive to evolving regulatory requirements, operational risks, and member agency needs. The agency's approach leverages phased project management, stakeholder engagement, and scenario analysis to support informed decision-making and to maintain alignment with the Joint Powers Authority's mission of sustainable, reliable wastewater service delivery.

Regulatory and Policy Environment

The regulatory landscape remains dynamic, with ongoing developments in state and federal requirements for water quality, biosolids management, and recycled water use. SOCWA's participation in regional and statewide policy forums, as well as its engagement with regulatory agencies, positions the agency to anticipate and adapt to emerging compliance obligations. Notably, the agency's proactive involvement in the Clean Water SoCal network and related legislative tracking supports early identification of potential impacts on capital planning, operational practices, and reporting requirements. The agency's biennial review and update of its Conflict of Interest Code, as required by the Political Reform Act, further demonstrates a commitment to governance best practices and transparency.

Organizational Development and Workforce Planning

SOCWA continues to prioritize workforce development and organizational resilience, as evidenced by recent updates to employee compensation structures and the adoption of revised job classification schedules. The agency's approach to recruitment, retention, and professional development is informed by ongoing analysis of labor market trends and internal capacity needs. The Board's recent actions to recognize long-serving staff and to update the Employee Manual underscore the importance of institutional knowledge and continuity in supporting operational excellence.

Risk Management and Project Delivery

The agency's capital program management in August 2026 demonstrates a disciplined approach to risk identification and mitigation, particularly in the context of complex construction projects and long-term asset renewal. SOCWA's use of external project management support, structured contract contingencies, and phased implementation plans is designed to control costs, manage schedule risks, and ensure regulatory compliance throughout project lifecycles. The agency's ongoing review of cost allocation methodologies and financial controls further supports equitable and transparent resource distribution among member agencies.

Emerging Issues and Forward Outlook

Looking ahead, SOCWA is positioned to address several emerging challenges and opportunities, including: (1) the integration of advanced technologies and data analytics into operations and planning; (2) the need for continued adaptation to regulatory changes affecting biosolids, recycled water, and energy management; and (3) the importance of regional collaboration in addressing shared infrastructure and environmental objectives. The agency's ongoing master planning efforts and policy updates will provide a foundation for strategic decision-making in these areas. The Board is encouraged to maintain active oversight of these initiatives and to support continued engagement with member agencies and external stakeholders to advance SOCWA's mission.

Ocean Institute Exhibit

As part of its partnership with the Ocean Institute, SOCWA is developing an educational exhibit featuring six large-format signs that will be displayed in the main hallway leading to the restroom facilities and outdoor areas, along with several smaller signs within the restroom areas.

The larger exhibit signs are intended to highlight key aspects of SOCWA's role in protecting and managing water resources in South Orange County, including SOCWA's two ocean outfalls, climate resilience efforts, regional water recycling and reuse, ocean outfall and beach monitoring programs, and proper medication disposal.

The smaller restroom signs will focus on wastewater education and source control. These will include a reminder that toilets are not trash cans and that only the "Three Ps: pee, poop, and toilet paper" should be flushed. An additional sign will feature a QR code directing visitors to information about SOCWA's J.B. Latham Wastewater Treatment Plant, allowing them to learn more about where wastewater is received and how it is treated.

Attached to this staff report is the current draft signage for the exhibit. The water recycling and reuse content is still being developed and is not yet reflected in these drafts

Permit fishing with the Lab/ NPDES Renewal Update:

SOCWA is the responsible authority for two NPDES permits. The NPDES permits require submission of Reports of Waste Discharge (ROWD) 180 days prior to the permit expiration date. Staff is coordinating with the owners of 15 facilities regulated under the two NPDES permits with assistance by Dr. Michael Welch. The following deliverables complete the monitoring requirements for the NPDES permits, with pictures included in the staff report below.

- SJCOO Fish and Invertebrate Trawl Report completed by WSP
- ACOO Fish and Invertebrate Dive Survey performed by Marine Taxonomic Services (MTS)
- ACOO and SJCOO Benthic Macroinvertebrate Community Analysis Report completed by Marine Taxonomic Services (MTS)
- ACOO and SJCOO Rig Fishing Collection performed by SOCWA and Seaventures
- ACOO and SJCOO fish tissue and sediment chemistry analysis performed by Eurofins
- ACOO and SJCOO sediment toxicity completed by Nautilus

JBL Maintenance Activities

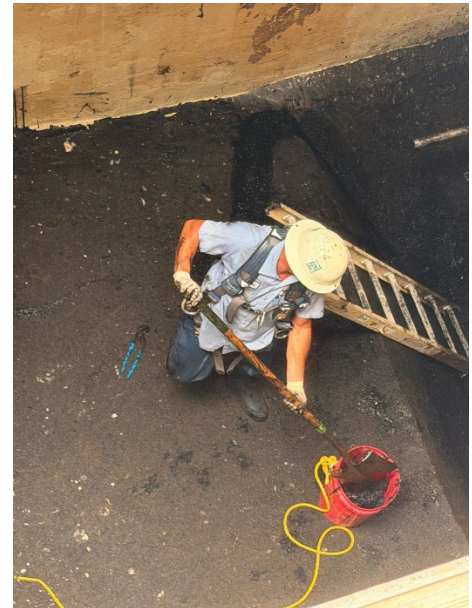
- Plant #1 grit tank cleaning and inspection
- Semi-annual boiler inspection and tuning performed by contractor
- Contractor onsite to repair cogeneration SCR system and clean/replace bricks
- Plant #1 grit pump #2 motor replacement
- Digester #4 recirculation pump clog removed
- SCAQMD inspection
- Installed plexiglass door cover on plant #1 standby generator
- Permanent heat tracing wiring installed on solids scrubber caustic system
- Contractor poured new pads for plant #2 grit pumps
- Installed new circuit for plant #2 headworks gas detector
- Installed new conduit and wiring for plant #2 barscreen
- Repaired outfall pressure transmitter signal to JBL SCADA
- Confined space rescue refresher training
- Installed new clay valve and drain line for potable water air gap tank
- Replaced leaking check valve on plant potable water system
- Centrifuge #2 removed for bearing replacement
- Cleaned cogeneration generator room

CTP Maintenance Activities

- AECOM sampling for CTP plant model
- Ferric line rerouted to grit auger
- Doghouse (effluent) flowmeter installation
- Scrubber drain line jetted and storm drain near the scrubber cleaned
- East roto-screen doctor blade replacement
- New EQ flowmeter installation
- Contractor worked on primary clarifier scum skimmers and launders
- Contractor working on access road gate
- Cleaned generator room
- Contractor vacuum truck cleaned primary tank #2 hoppers
- Installed brackets to improve scrubber fan vibration
- Replaced center grit valves
- Confined space rescue refresher training
- Headworks building foul air fans belt replacement and fresh air fan filter replacement
- Contractor potholing in the scrubber area



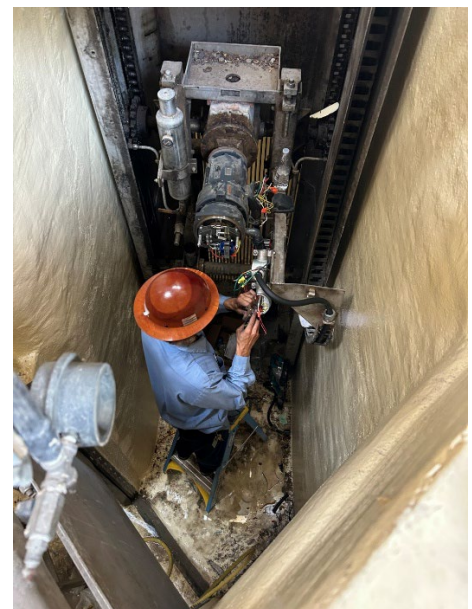
JBL Plant #1 Grit Tank Vactoring



JBL Plant #1 Grit Tank Inspection
JBL Plant #2



JBL Gas Detector Training



Barscreen Conduit Installation



JBL Doheny Outfall
Pressure Transmitter Repair



JBL Confined Space Rescue Training



JBL Centrifuge #2 Removal



JBL Cleaning Cogeneration Engine Room



CTP Doghouse Flowmeter Installation



CTP Installation of EQ Flowmeter



CTP Cleaning Engine Room



CTP Vactoring Primary Tank Hoppers



CTP Contractor Potholing Scrubber Area



Lance Laroche Permit Fishing with the Lab



In lab dissection for permit compliance



Trawling activities required by the permits

Recommended Action: Board Discussion, Direction and Action

Attachments:

- Small Capital Planning Report for JBL and CTP for FY 26-27
- Ocean Institute Exhibit Posters and Signs (Draft)

CTP Facility - Small Capital Work Plan FY26-27

CTP projects only | Shared staff also support JBL - see Master Staffing Plan | Yellow \$ = estimated

Project #	Project Name	Category	Type	Funds / Est. (\$)	Req #	PO #	Status	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Primary Trades Needed
2526-027	Export Sludge Endress Hauser Flow Meter (carry over)	Mechanical	Purchase	\$536.00	15969	22098	Completed	C				Mechanic
2525-040	Site Security and Access Upgrades 2023 CTP	Architectural	Project	\$4,467.19	14456	20728	Procurement	X	X			Electrician
2526-018	CTP AIC SCADA Troubleshooting	Instrumentation	Project	\$8,000.00	15748	21935	Procurement	X	X			Electrician
2526-022	CTP Rotary Drum Screen Rebuild	Mechanical	Project	\$18,262.00	15801	21952	Completed	C				Mechanic (2), Electrician, and Operator
2526-023	CTP AWT Filter Cell Rebuild	Mechanical	Purchase	\$39,129.11	15535	21942	Procurement	X	X			Mechanic (2), Electrician, and Operator
2526-024	CTP Doghouse Flow Meter	Mechanical	Purchase	\$7,024.33	15822	21961	Procurement	X	X			Operator, PM, Inspector, and Contractor
2526-029	CTP AUMA Grit Valves	Mechanical	Purchase	\$17,795.00	15875	22017	Procurement	X	X			Mechanic (2), and Operator
2526-028	CTP Speed Rail Replacement Project	Mechanical	Purchase	\$10,450.91	15873	22018	Completed	C				Mechanic
2526-037	CTP Caustic Pump Replacement	Mechanical	Purchase	\$10,885.60	15890	22036	Completed	C				Mechanic
2527-001	CTP 4" Dezurik Auma Grit Control Valves	Mechanical	Purchase	\$15,875.00	15992	22114	Procurement	X	X			Mechanic (2), Electrician, and Operator
-	CTP Lower Headworks Grating Improvements	Civil/Structural	Project	TBD	TBD	TBD	WOV	WOV	X			Mechanic (2), Electrician, Operator, and Contractor
-	CTP Primary Tank Exterior Concrete Work - Exposed Rebar - Design	Civil/Structural	Project	\$13,800.00	TBD	TBD	Planned		X	X		Mechanic, Operator, Engineer, and Designer
-	CTP Primary Tank Exterior Concrete Work - Exposed Rebar - Construction	Civil/Structural	Project	TBD	TBD	TBD	Planned		X	X		Operator, PM, Inspector, and Contractor
-	CTP Scum Pumping Discharge Relocation	Mechanical/Process	Project	TBD	TBD	TBD	Planned			X	X	Mechanic (2), Electrician, Operator, and Contractor
-	ISCO Sampler(s) - Between PC's	Equipment	Purchase	\$7,000.00	TBD	TBD	Planned			X		Laboratory
-	TOC Analyzer (2 PCs)	Equipment	Purchase	\$40,000.00	TBD	TBD	Planned			X		Laboratory
-	CTP West 2 Primary Overhaul	Mechanical	Project	\$60,000.00	TBD	TBD	Planned			X	X	Mechanic (2), Electrician, and Operator
-	CTP Scrubber Chemical Tank Pads Replacements	Civil/Structural	Project	TBD	TBD	TBD	Planned		X			Operator, Inspector, and Contractor
-	CTP Generator Building Painting	Architectural	Project	\$9,000.00	TBD	TBD	Planned				X	Operator
-	CTP AWT Control Building HVAC Project	Mechanical	Project	\$40,000.00	TBD	TBD	Planned			X		Electrician, Operator, and Contractor
-	CTP VSB Roof	Architectural	Project	\$60,000.00	TBD	TBD	Planned				X	Mechanic, Operator, and Contractor
-	CTP Process Water Pumps	Mechanical	Project	\$25,000.00	TBD	TBD	Planned			X		Mechanic (spare parts - purchase only)
-	CTP Potable Water Line - Power Relocation	Civil/Electrical	Project	\$55,000.00	TBD	TBD	Planned			X	X	Electrician (2), Pipefitter/Plumber (2), Laborer, Civil Inspector
-	CTP East 3 Secondary SCADA Control Upgrade	Instrumentation	Project	\$40,000.00	TBD	TBD	Planned		X	X	X	Electrical and SCADA
-	CTP Replacement Low Pressure Air Vent Fans	Mechanical	Project	\$10,000.00	TBD	TBD	Planned		X	X	X	Mechanic (2), Electrician, Operator, and Contractor
-	CTP Generator Building Facility Refurbishment	Civil	Project	\$9,000.00	TBD	TBD	Planned			X	X	Mechanic, Operator, and Contractor
-	CTP Rotary Drum Screen Rehab	Mechanical	Project	\$75,000.00	TBD	TBD	Planned		X	X	X	Mechanic (2), Electrician, Operator, and Contractor
-	Replacement Safety Showers	Mechanical	Project	\$10,000.00	TBD	TBD	Planned			X		Mechanic
-	CTP Access Road Guard Rail Replacements	Civil	Project	\$30,000.00	TBD	TBD	Planned		X	X	X	Engineer and Inspector

JBL Facility - Small Capital Work Plan FY26-27

JBL projects only | Shared staff also support CTP - see Master Staffing Plan | Yellow \$ = estimated

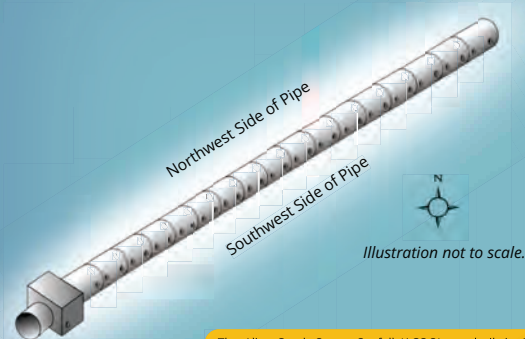
Project #	Project Name	Category	Type	Funds / Est. (\$)	Req #	PO #	Status	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Primary Trades Needed
2226-001	JBL Waste Pump	Mechanical	Purchase	\$8,420.00	15095	21329	In Progress	X				Mechanic, and Electrician
2227-001	Replacement Motor for 4-Side Barscreen	Mechanical	Purchase	\$7,255.00	15957	22090	Completed	C				Mechanic (2), Electrician, and Operator
2227-002	Front Entry Wall Repair - Smooth-Coat Plaster	Civil/Structural	Project	\$8,649.00	15963	TBD	In Progress	X	X			Small Contractor
2227-003	Cogen Air Compressor	Mechanical	Purchase	\$7,903.13	15900	TBD	Procurement	X	X			Mechanic (2) and Electrician
2227-004	Vertical Base RSP 5 - Purchase and Pre Construction	Mechanical	Project	\$4,194.00	15964	22109	Procurement	X				Mechanic, and Electrician
2227-004	Vertical Base RSP 5 - Installation	Construction	Project	\$10,000.00	TBD	TBD	Planned	X				Mechanic (3) and Contractor
2227-005	Pipe Roll Grover	Mechanical	Purchase	\$4,663.95	15906	22125	Completed	C				Mechanic
2227-006	WAS Pump	Mechanical	Purchase	\$24,136.00	16028	TBD	Procurement	X	X			Mechanic (2), Electrician, and Operator
2227-007	4-Side Grit Pump Concrete Stands	Mechanical	Purchase	\$25,834.86	16011	TBD	Procurement	X	X	X		Mechanic (2), Electrician, Operator, and Contractor
2227-008	Entry and Admin Signage	General/Admin	Project	\$14,480.00	16030	TBD	Procurement	X	X			Sign Installer, Electrician
2227-009	JBL Fire Alarm Panel and Monitoring System Upgrade	General/Admin	Purchase	\$10,337.64	16073	TBD	Procurement	X				Electrician and Contractor
-	JBL Digester #3 Chopper Pump Replacement	Mechanical	Purchase	\$35,000.00	TBD	TBD	Planned		X	X		Mechanic (2), Electrician, and Operator
-	JBL Muffin Monster Cartridge	Mechanical	Purchase	\$15,000.00	TBD	TBD	Planned		X			Mechanic
-	JBL Digester #1 Chopper Pump Rebuild	Mechanical	Project	\$25,500.00	TBD	TBD	Planned		X	X		Mechanic (2), Electrician, Operator, and Contractor
-	JBL Ferric Pump Station Overhaul	Mechanical/Process	Project	\$50,000.00	TBD	TBD	Planned		X	X	X	Mechanic, Electrician, SCADA, and Operator
-	JBL DAF Polymer Injection System Upgrades	Process/Chemical	Project	\$37,000.00	TBD	TBD	Planned		X	X	X	Mechanic, Electrician, SCADA, and Operator
-	JBL Centrifuge #1 Overhaul	Mechanical	Project	\$60,000.00	TBD	TBD	Planned		X	X	X	Mechanic (2), Electrician, Operator, and Contractor
-	Building #40 Doors 2026-27	Mechanical	Project	\$60,000.00	TBD	TBD	Planned		X	X	X	Mechanic, Electrician, and Contractor
-	JBL Process Water Tank Coating - Design	Civil/Structural	Project	\$10,000.00	TBD	TBD	Planned			X		Mechanic, Operator, Engineer, and Designer
-	JBL Process Water Tank Coating - Construction	Civil/Structural	Project	\$30,000.00	TBD	TBD	Planned				X	Mechanic, Operator, Specialty Inspector, and Contractor
-	JBL Two (2) Secondary Tank Drives	Mechanical	Purchase	\$50,000.00	TBD	TBD	Planned			X	X	Mechanic (2), Electrician, and Operator
-	ISCO Sampler(s) - Between PC's	Equipment	Purchase	\$7,000.00	TBD	TBD	Planned			X		Laboratory
-	JBL Secondary Drives	Mechanical	Purchase	\$26,000.00	TBD	TBD	Planned		X	X	X	Mechanic (2), Electrician, and Operator
-	TOC Analyzer (2 PCs)	Equipment	Purchase	\$40,000.00	TBD	TBD	Planned			X		Laboratory
-	SC4500 Controllers FY2026-27	Instrumentation	Purchase	\$10,000.00	TBD	TBD	Planned			X		Electrical
-	Replacement DAFT Eyewash/Shower	Mechanical	Project	\$6,000.00	TBD	TBD	Planned			X		Mechanic
-	JBL Plant 2 Primary Area Fall Protection Project - Phase 1	Mechanical	Project	\$40,000.00	TBD	TBD	Planned			X	X	Mechanic (2)
-	JBL PLC Cabinet - 9 Side Blower Room Upgrades	Instrumentation	Purchase	\$40,000.00	TBD	TBD	Planned		X	X	X	Electrical and SCADA

ENGINEERING BENEATH THE WAVES

What are outfalls? Ocean outfalls are pipelines that carry treated wastewater from treatment facilities to designated discharge locations offshore. The Aliso Creek and San Juan Creek Ocean Outfalls play an essential role in protecting public health and water quality by safely transporting highly treated wastewater offshore.



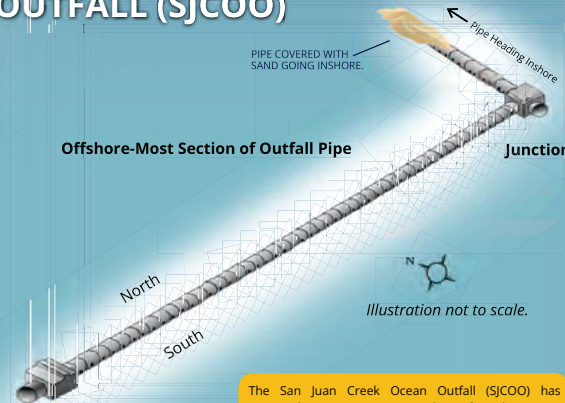
ALISO CREEK OCEAN OUTFALL (ACOO)



Offshore
End Gate Structure

The Aliso Creek Ocean Outfall (ACOO) was built in 1980 and extends 1.5 miles offshore to a depth of 195 feet. Designed to carry up to 60 million gallons per day (MGD), it currently conveys about 10 MGD. Thanks to water conservation, efficiency, and recycling, wastewater flows remain below 1983 levels despite significant population growth.

SAN JUAN CREEK OCEAN OUTFALL (SJCOO)



End Structure

The San Juan Creek Ocean Outfall (SJCOO) has operated since 1978. Its 57-inch reinforced concrete pipe extends 2 miles offshore to a depth of 98 feet below mean sea level. Designed for 86 MGD, it currently discharges about 13 MGD and is protected by rock armor and natural ocean backfill.



DID YOU KNOW?



Recycling has been a core tenet in South Orange County since the 1960s. This helps conserve valuable water resources and reduce waste. This is vital for a sustainable water supply for the growing region.

YOU OTTER KEEP DRUGS OUT OF THE WATER!

Help keep drugs out of the sewer system and the environment by disposing of them properly.

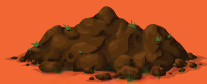


Unused or expired prescription medications should not be flushed. The Drug Enforcement Administration (DEA) sponsors National Take Back Days for collection of prescription medicines, and many pharmacies offer drug take-back programs. The US Food & Drug Administration (FDA) has additional resources for safe drug disposal. Or simply dispose of drugs at home using the following guidance.

Follow these simple steps to dispose of medicines in the household trash

1. MIX

Mix medicines (do not crush tablets or capsules) **with an unpalatable substance** such as dirt, cat litter, or used coffee grounds;



2. PLACE

Place the mixture **in a container** such as a sealed plastic bag;



3. THROW

Throw the container **in your household trash**;



4. SCRATCH OUT

Scratch out **all personal information** on the prescription label of your empty pill bottle or medicine packaging to make it unreadable, then dispose of the container.



South Orange County Wastewater Authority



CLIMATE RESILIENCE

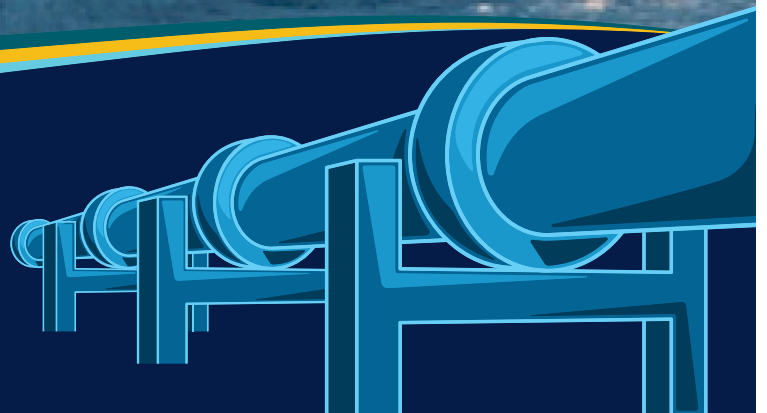
Climate resilience means preparing not only for today's conditions, but for the challenges of the future.

Extreme weather is placing new demands on the infrastructure our communities rely on. SOCWA is working to ensure wastewater systems are prepared to withstand floods, droughts, wildfires, extreme heat, and sea-level rise while continuing to protect public health and the environment.

By combining strong engineering, innovative technology, and adaptive planning, SOCWA is strengthening critical infrastructure so it can continue operating safely and reliably during changing and extreme conditions.



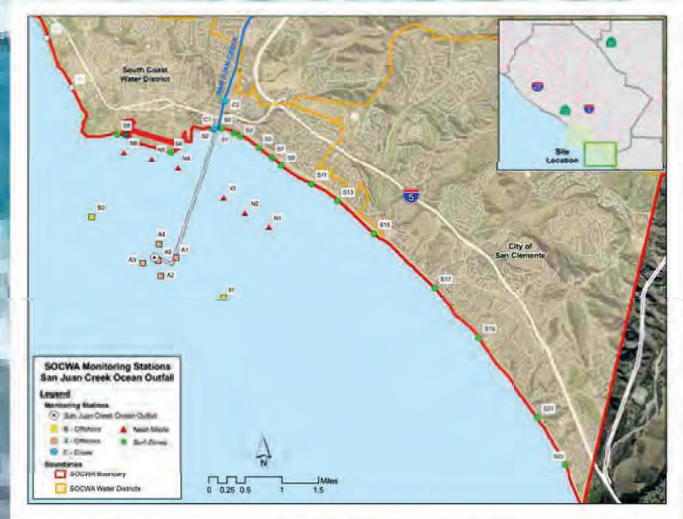
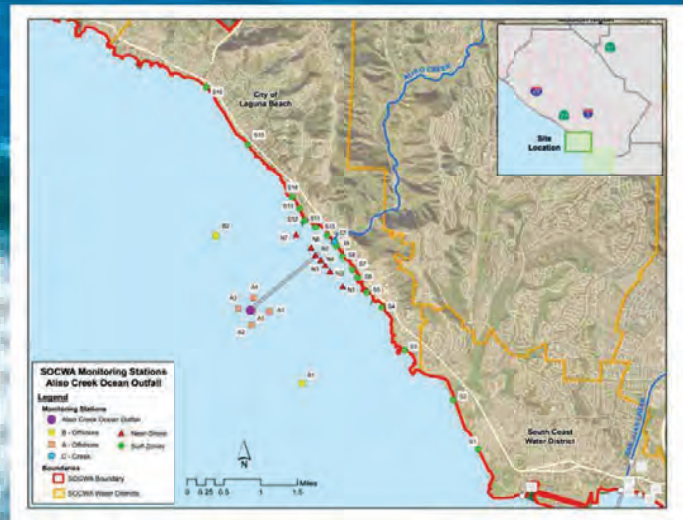
SOCWA uses climate assessments, resilient design, real-time monitoring, and emergency planning to prepare for changing conditions and extreme events.



MONITORING THE WATERS THAT MATTER

Monitoring our coastline helps keep South Orange County's waters safe and healthy, one sample at a time.

SOCWA constantly monitors the coastline and ocean water of South Orange County to keep our beaches clear of health or environmental risks. Water samples are collected at least once a week from monitoring stations both near the shore and at off-shore locations. These samples are then reported to the County of Orange Health Care Agency.



SCAN THE QR CODE TO ACCESS SOCWA'S OCEAN MONITORING DATA.

SELECT THE "ALISO BEACH AREA" UNDER LAGUNA BEACH, AND "DOHENY BEACH" UNDER DANA POINT.



South Orange County Wastewater Authority

DO YOU KNOW WHERE YOUR WASTEWATER GOES?



SCAN TO SEE WHERE YOUR
WASTEWATER GOES AND
HOW IT'S TREATED.



TOILETS **ARE NOT** TRASHCANS

Only Flush the 3 P's: Pee, Poop, & Toilet Paper