

AGREEMENT FOR DRY WEATHER URBAN RUNOFF DISCHARGE
SANTA ANA-DELHI CHANNEL DIVERSION

THIS AGREEMENT ("**Agreement**") is made and entered into, to be effective the ____ day of _____, 2023 (the "**Effective Date**"), by and between the ORANGE COUNTY SANITATION DISTRICT ("**OCSD**"), a county sanitation district, and the Orange County Flood Control District ("**OCFCD**"), a body corporate and politic, duly established pursuant to the Orange County Flood Control Act, Cal. Water Code App. sections 36-1, et seq. (generally "the Flood Act"). OCSD and OCFCD are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**".

RECITALS

A. OCSD's mission is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling. It is a public agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. OCSD's Dry Weather Urban Runoff Program, which began in 1999, is designed to minimize adverse impacts on coastal beaches and public health, while maintaining the high quality of its primary function - collection, treatment, and disposal of wastewater.

B. Dry Weather Urban Runoff (defined below) is entering the Santa Ana-Delhi Channel from the Drainage Area shown on the map attached as Exhibit "A" ("**Drainage Area**"). The channel flow enters the waters of the Upper Newport Bay adjacent to the Upper Newport Bay Nature Preserve. In order to address public health and environmental problems associated with runoff discharge that cannot be otherwise economically or practically controlled, and to improve water quality in the Newport Bay, the County of Orange, a political subdivision of the State of California ("**COUNTY**"), OCFCD, City of Santa Ana, City of Newport Beach, City of Costa Mesa, Orange County Water District ("**OCWD**"), and Irvine Ranch Water District ("**IRWD**") ("**Participants**") are proposing to divert Dry Weather Urban Runoff from the Drainage Area to the Sewerage System (as these terms are defined herein).

C. The Santa Ana-Delhi Channel Diversion (the "**Diversion**," as defined below) is a collaborative, regional water quality project between the Participants. The Diversion, the Drainage Area, and the point of connection to OCSD property are depicted in Exhibit "A," attached and incorporated herein by reference. The Participants, other than OCWD and IRWD, are subject to regulations or requirements applicable to point source discharges for bacteria, metals, nutrients, trash, selenium, and other pollutants. Intended as part of an integrated approach to improve water quality in Newport Bay, the Diversion is designed to capture trash and debris in the Santa Ana-Delhi Channel before it reaches Newport Bay. The Diversion is also designed to divert Dry Weather Urban Runoff from the Drainage Area into the Sewerage System (as these terms are defined herein, below), to OCSD Plant No. 1, contributing to the flow going to the OCWD Groundwater Replenishment System. This collaborative

project is intended to help meet the objectives for a regional selenium management plan and provide nutrient and pathogen removal to improve the water quality of Newport Bay.

D. The Participants have entered into the 2016 Santa Ana-Delhi Channel Diversion Project Agreement ("**Delhi Project Agreement**"), providing, among other things, for OCFCD and the City of Costa Mesa to take ownership and long-term operations and maintenance responsibility for their respective portions of the Diversion, as described in the Delhi Project Agreement, upon project completion.

E. In accordance with the Delhi Project Agreement, OCFCD has requested that OCSD accept the Dry Weather Urban Runoff generated from the Drainage Area into OCSD's Sewerage System (as defined below). As required under the Flood Act, employees of OC Public Works ("**OCPW**"), a department of the COUNTY, are ex officio employees of OCFCD and perform the same various duties for OCFCD as for the County. These duties include maintenance and operation of flood control facilities and infrastructure on behalf of OCFCD. The Director of OCPW is authorized to perform all actions to implement the Delhi Project Agreement.

F. The Diversion was designed, reviewed, and approved pursuant to the Delhi Project Agreement. The Diversion will divert no more than a maximum of 1,940,000 gallons per day (i.e., during any given twenty-four (24) hour period) of Dry Weather Urban Runoff to OCSD's Sewerage System. This maximum is set to ensure that the volume of Dry Weather Urban Runoff will not result in a surcharge of any local sewer or OCSD's Sewerage System, nor an exceedance of the maximum allowable total (i.e., combined) input of 10 million gallons per day from all Dry Weather Urban Runoff Diversions as set forth in Resolution No. OCSD 13-09.

G. OCSD has available limited system capacity in its collection, treatment, and disposal facilities which will allow OCSD to accept certain Dry Weather Urban Runoff without adversely affecting OCSD's primary function of collection, treatment, and disposal of sanitary sewer discharges.

H. OCSD does not have system capacity available to allow urban runoff discharges to OCSD's facilities other than limited amounts of Dry Weather Urban Runoff.

I. On March 28, 2001, OCSD established its Dry Weather Urban Runoff Policy by the adoption of Resolution No. OCSD 01-07. The policy was developed to address certain environmental concerns associated with Dry Weather Urban Runoff.

J. On June 26, 2013, OCSD established a subsequent Dry Weather Urban Runoff Policy by the adoption of Resolution No. OCSD 13-09. Resolution No. OCSD 13-09 repealed Resolution No. OCSD 01-07 in its entirety. A copy of Resolution No. 13-09 is attached hereto as Exhibit "B" ("**Dry Weather Urban Runoff Policy**").

AGREEMENT

NOW, THEREFORE, OCSD and OCFCD agree as follows:

1. Terms and Definitions. As used in this Agreement, the following terms shall have the meanings set forth herein.

1.1 "Drainage Area" shall mean the area tributary to the Diversion, as shown in Exhibit A.

1.2 "Dry Weather" shall mean any period which does not fall within the definition of Wet Weather Event.

1.3 "Dry Weather Urban Runoff" (or "DWUR") means surface runoff which is generated on or in, or flows from, the Drainage Area during Dry Weather.

1.4 "Pollutants of Concern" shall mean pollutants identified on Exhibit "C" attached hereto and incorporated herein by reference, and as such list of pollutants may be periodically amended by OCSD in its sole discretion, which pollutants OCSD has determined, or in the future determines, are the subject of regulation or monitoring pursuant to the Dry Weather Urban Runoff Policy.

1.5 "Pollutant Violation Event" shall mean the discharge at any time of any Pollutant(s) of Concern, into the Sewerage System, which discharge is not in compliance with any condition, provision, or discharge limit set forth in the Dry Weather Urban Runoff Discharge Permit (as defined below), . OCSD's Ordinances, or this Agreement. .

1.6 "Santa Ana Delhi Channel Diversion" or "Diversion" shall mean all portions and components of the system, including but not limited to the structure, facilities, pipelines, connections, screens, pumps, valves, controls, and features necessary for the intake, collection, and diversion of DWUR from the Santa Ana Delhi Channel to OCSD's Sewerage System as described in the Delhi Project Agreement, including those portions operated, controlled, and/or maintained by OCFCD and/or City of Costa Mesa pursuant to the Delhi Project Agreement.

1.7 "Sewerage System" means the Sewerage System operated and maintained by OCSD, including its collection, treatment, and disposal facilities and all additional similar facilities which may be installed, constructed, or otherwise acquired by OCSD subsequent to the date of this Agreement.

1.8 "Dry Weather Urban Runoff Discharge Permit" or "DWUR Permit" means the permit which OCSD intends to issue to OCFCD to authorize, under specified terms and conditions, the discharge of DWUR to the Sewerage System, which permit, along with all other DWUR Requirements (as defined below), shall govern such discharge to the Sewerage System.

1.9 **"Wet Weather Event"** shall mean any period during which measurable rainfall, recorded by a source deemed reliable by the OCSD, occurs in any portion of OCSD's service area, and shall include the period following the cessation of rainfall until OCSD determines that the Wet Weather Event is no longer impacting OCSD's Sewerage System.

2. DWUR Requirements. OCSD will accept Dry Weather Urban Runoff from the Drainage Area outlined in Exhibit A, provided that the discharge occurs in strict accordance with each of the following (collectively, the **"DWUR Requirements"**):

- (1) this Agreement;
- (2) OCSD's Dry Weather Urban Runoff Policy as such policy may be amended from time to time in OCSD's sole discretion;
- (3) Ordinance No. OCSD-53 (**"Wastewater Discharge Regulations"**) and other applicable ordinances, as such regulations may be established or amended from time to time;
- (4) any other law, ordinance, statute, regulation and/or condition applicable to the Diversion and/or the collection, treatment, disposal, or discharge of DWUR;
- (5) any and all requirements of California Environmental Quality Act (**"CEQA"**) and/or other environmental laws, including but not limited to those imposed or undertaken in connection with CEQA's approval of the Santa Ana Delhi Channel Diversion Project;
- (6) the DWUR Permit, as such permit may be renewed or amended from time to time by OCSD in accordance with OCSD's Dry Weather Urban Runoff Policy.
- (7) any and all permits issued in connection with the Diversion and/or the collection, treatment, disposal, or discharge of DWUR;
- (8) applicable provisions of any other permit issued by regulatory agencies with jurisdiction over DWUR, the Diversion, and/or the Sewerage System; and
- (9) shall not divert more than a maximum of 1,940,000 gallons per day (i.e., during any given twenty-four (24) hour period) of Dry Weather Urban Runoff to OCSD's Sewerage System.

3. Diversion Requirements.

3.1 OCFCD shall at all times operate and maintain the Diversion in accordance and compliance with the DWUR Permit, CEQA, and the Santa Ana-Delhi Channel Diversion Operation and Maintenance Manual (**"O&M Manual"**) approved by OCSD in accordance with Section 3.3 below. The Diversion shall be capable of preventing all DWUR from the Drainage Area from entering into the Sewerage System.

The Diversion shall be equipped with a lockable shut off device, satisfactory to OCSD, and to which ocsD shall be provided access at all times.

3.1.1 No later than the commencement of a Wet Weather Event or obtaining knowledge that a Pollutant Violation Event is occurring (whether through Spill Hotline reports, monitoring, or otherwise), OCFCD shall shut off the Diversion pumps and any other mechanisms utilized for shutting off discharge into the Sewerage System, including any subsequently installed mechanism such as valves (all such mechanisms for shutting off discharge shall be referred to collectively hereinafter as "**Diversion Pumps**") to prevent any and all discharge from entering OCSD's Sewerage System unless continued discharge of DWUR is authorized in writing by the OCSD Responsible Officer (as defined herein) or his/her designee. OCFCD shall be responsible for determining whether a Wet Weather Event is occurring independent of any effort OCSD undertakes to notify OCFCD of the commencement of any such event. In addition to and notwithstanding the foregoing, OCSD may at its option notify OCFCD (which notice may take the form of an email to the OCFCD Responsible Officer as defined herein) of the failure of OCFCD to prevent all discharges to the Sewerage System during any Wet Weather Event or Pollutant Violation Event, whereupon OCFCD shall immediately cease all discharge to the Sewerage System. Wet Weather Events or Pollutant Violation Events must be mitigated prior to returning to normal discharge (which may be delayed until plant capacity or quality is restored, which shall be determined in OCSD's sole discretion). OCSD shall promptly notify OCFCD when discharge may commence after the conclusion of the Wet Weather Event or Pollutant Violation Event.

3.1.2 OCSD shall be immediately entitled to shut off the Diversion Pumps to the Sewerage System (a) in the event that OCFCD fails to shut off the flow to the Sewerage System during any Wet Weather Event or Pollutant Violation Event; (b) if deemed necessary in OCSD's sole discretion for the protection of OCSD's Sewerage System or Groundwater Replenishment System; (c) if OCSD determines, in its sole discretion, that the DWUR, alone or in conjunction with other discharges, is causing or threatening to cause a violation of OCSD's National Pollutant Discharge Elimination System permit or any other federal, state, or local regulatory permit or requirement. As soon as practicable upon resolution of the condition authorizing shut off of the Diversion Pumps, which resolution shall be determined by OCSD in its sole discretion, OCSD shall turn on or authorize OCFCD to turn on the Diversion Pumps and notify OCFCD that DWUR discharge may resume. OCSD shall not shut off the Diversion Pumps or require OCFCD to shut off the Diversion Pumps for convenience or without a reasonable technical basis that one of the conditions in (a), (b) or (c) has occurred.

3.1.3 OCFCD shall have complete responsibility for the operation and maintenance of the Diversion with regard to the DWUR and shall cover all costs associated therewith. The Parties acknowledge that OCSD is continuing to develop procedures for shutting off the discharge to OCSD's Sewerage System during Wet Weather Events. OCFCD may provide suggestions to OCSD regarding such procedures, but the final determination of such procedures shall be made by OCSD.

3.1.4 Upon notice by OCSD (which notice may take the form of an email to the OCFCD Responsible Officer as defined herein) that the quality or quantity of the discharge from the Diversion to the Sewerage System does not meet the applicable conditions, provisions, or limitations set forth in Ordinance No. OCSD-53, OCFCD shall take immediate action to identify whether this problem is attributable to functioning of the Diversion, and if so, to commence correcting the problem(s) in a timely manner to ensure that full compliance is met. Regardless of cause, if the problem is not timely resolved to OCSD's satisfaction in its sole discretion, taking into account the nature and severity of the problem, its potential impact on the quality or quantity of discharge, and the necessary action to resolve it, OCSD shall have the right to immediately shut off the Diversion Pumps until the problem has been resolved. If OCFCD is unable or unwilling to resolve the problem within a reasonable amount of time thereafter, upon written notice to OCFCD, OCSD shall have the right to suspend the authorization for further Dry Weather Urban Runoff discharges until the problem is resolved. If no resolution is reached within a reasonable amount of time, OCSD may commence proceedings to terminate and revoke any DWUR Permit issued for discharge from the Diversion, complying with procedural and due process requirements as set forth in Ordinance No. OCSD-53 and other applicable law.

3.1.5 In addition to and without limiting the foregoing, within fifteen (15) days of written notice to OCFCD of a necessary repair, maintenance, and/or replacement of a component of the Diversion, or other remedial action required for compliance with the DWUR Permit or this Agreement, OCFCD shall promptly take action to perform, or have performed, the work required to repair, maintain, replace or otherwise remedy. Should OCFCD not commence or diligently work toward completion of the repairs, maintenance, replacement, and/or remedy required, OCSD may at its option (but without obligation to do so) perform or cause the repairs, replacement, and/or remedy to be completed, and the costs thereof shall be reimbursed by OCFCD. If OCFCD fails to commence the work required by this provision on a timely basis, or if it fails to complete said work in a reasonably timely manner, OCSD shall have the right to suspend the authorization for further Dry Weather Urban Runoff discharges until the problem is resolved. If no resolution is reached within a reasonable amount of time, OCSD may commence proceedings to terminate and revoke any DWUR Permit issued for discharge from the Diversion, complying with procedural and due process requirements as set forth in Ordinance No. OCSD-53 and other applicable law.

3.1.6 In the event of a failure of the foregoing remedies to enforce OCFCD's obligations under this Agreement, OCSD shall have the right, in its sole discretion, to shut off the Diversion Pumps and revoke, suspend, or modify the DWUR Permit, including, in the case of permit modification, the inclusion of additional conditions and safeguards. Any revocation, suspension, or modification of the DWUR Permit shall comply with procedural and due process requirements as set forth in Ordinance No. OCSD-53 and other applicable law.

3.2 The Diversion is designed to divert DWUR by pump, not by gravity flow, and includes features to prevent debris from entering into OCSD's Sewerage System. OCFCD shall retain these core operational principles.

3.3 OCFCD will provide the current version of the O&M Manual to OCSD for approval prior to and as a condition of this Agreement becoming effective. Once approved by OCSD, OCFCD will operate and maintain the Diversion in accordance with the OCSD-approved O&M Manual until such time as any amendments or updates thereto are approved by OCSD in accordance with this section 3.3. In conjunction with OCFCD's application for a DWUR Permit pursuant to Section 4.0, and in no event later than sixty (60) days after this Agreement becomes effective, OCFCD shall submit to OCSD the then-current version of the O&M Manual. The O&M Manual, and each version thereof, including any technical specifications, design documents, or other documents appended to the manual, must demonstrate to the reasonable satisfaction of OCSD that the DWUR (1) shall not, alone or in conjunction with other discharges to the Sewerage System, cause pass-through of debris, or interference with OCSD's Sewerage System; and (2) shall otherwise comply with all OCSD requirements applicable to the proposed discharge. OCSD's approval of the then-current O&M Manual shall be a condition of issuance of the DWUR Permit. Thereafter, OCFCD will provide a copy of any amendments or updates to the O&M Manual within ten (10) business days of its receipt of the same, which amendments or updates must be approved by OCSD. Until such approval is obtained, OCFCD will continue to comply with the O&M Manual as most recently approved by OCSD.

3.4 The Diversion shall include equipment, satisfactory to OCSD, capable of measuring and recording on a daily basis the DWUR flow discharged from the Diversion to the Sewerage System. At a minimum, the effluent flow meter shall accurately measure the flow to within 5 percent of actual flow and be installed such that the component devices are accessible for reading, inspection, maintenance, and calibration. There shall be no material alteration or addition to the structure or manner of operation of the Diversion or its interface with the Sewerage System without prior written notice to and consent of OCSD.

3.5 OCFCD shall provide for an in-situ hydraulic calibration for the effluent meter at each of the diversion locations in accordance with OCSD's effluent meter calibration requirements and shall submit a calibration report prior to commencing the authorized/permitted discharge of DWUR to OCSD's Sewerage System. Following the commencement of discharge, OCFCD shall conduct annual in-situ calibrations of the effluent meters thereafter, unless a different frequency is required in the DWUR Permit, in which case the terms of the DWUR Permit shall control.

3.6 OCFCD shall obtain and record an irrevocable easement in favor of and in a form satisfactory to OCSD, or provide other means of access by OCFCD and OCSD employees to the part of the Diversion owned and/or controlled by the City of Costa Mesa, to ensure the proper operation, maintenance, and repair of the Diversion and compliance by OCFCD with all requirements of this Agreement and the Delhi Project Agreement.

3.7 The Parties acknowledge and agree that a small and incidental amount of groundwater (i.e., underground springs, etc.) may mix with the DWUR and be discharged to the Sewerage System without violating this Agreement or the terms of any DWUR Permit.

3.8 OCFCD shall not establish, use, accept, operate, maintain, and/or continue any connections to the Sewerage System through the Diversion which have not been approved in writing and, as required, permitted by OCSD.

3.9 OCFCD shall not discharge, facilitate, cause, permit, or allow any discharge into the Sewerage System in violation of its DWUR Permit. OCFCD implements programs to detect potential discharges of pollutants to flood control facilities, as required under the NPDES MS4 permit issued by the Santa Ana Regional Water Quality Control Board ("**Water Board**") and/or as otherwise authorized by the County Board of Supervisors. These programs include: a detection of Illegal Discharges and Illicit Connections ("**ID/IC**") program, as described in sections A-5,7,8, 9, and 10 of the 2019 °Local Implementation Plan ("**LIP**"); operation of a water pollution complaint hotline (1-877-89SPILL) to receive water pollution complaints and detect ID/IC; and the regulation of proposed discharges to OCFCD's flood control system through issuance of encroachment permits. Immediately upon learning of any known or suspected Pollutant Violation Event into the Sewerage System through the Diversion, OCFCD shall notify OCSD and shall take all necessary steps to ensure the discovery, containment, and cleanup of such discharge to the Santa Ana Delhi Channel.

3.10 OCFCD shall submit to OCSD by December 15 of each year relevant report sections, including applicable program management modifications and illegal discharges/illicit connections summaries, of the reports required to be submitted to the Water Board under the NPDES MS4 permit then in effect, upon implementation of the programs of the LIP described in Section 3.9. OCFCD shall request the same information from the City of Santa Ana, City of Newport Beach, and City of Costa Mesa and submit the information received to OCSD.

3.11 Within 30 days of the effective date of this Agreement, OCFCD shall submit to OCSD all inventories required under the MS4 permit issued by the Water Board of construction, industrial, and commercial facilities within the Drainage Area, and shall provide updates to OCSD whenever an update is required under the MS4 permit. OCFCD shall request the same information regarding inventories of construction, industrial, and commercial facilities within the Drainage Area from all MS4 permittees and co-permittees that discharge into the Santa Ana-Delhi Channel and shall submit the information received to OCSD.

4. DWUR Permit. OCFCD shall apply for a DWUR Permit from OCSD. Upon issuance of the DWUR Permit, and so long as the DWUR Permit remains in effect, OCFCD shall be authorized to discharge DWUR from the Diversion into the Sewerage System, in accordance with this Agreement, the terms of the DWUR Permit, and Ordinance No. OCSD-53, including any subsequent amendments thereof. Written notice of any such subsequent amendment shall be provided to OCFCD in advance of such amendment becoming effective, except where emergency circumstances including but not limited to imminent danger to public health, the environment, water supply, and/or Sewerage System, make advance notice impossible or impracticable, in which case a violation of such amendment shall not constitute a basis for permit termination prior to providing written notice of the amendment to OCFCD. Upon written notice to OCFCD during the term of the DWUR Permit, and after providing OCFCD with a

reasonable time to respond, OCSD shall have the authority in its sole discretion, complying with procedural and due process requirements as set forth in Ordinance No. OCSD-53 and other applicable law, to modify the terms, conditions, or discharge limits set forth in the DWUR Permit, or otherwise require additional management practices, pollution prevention strategies, or treatment equipment to improve the quality of the discharge and to reduce the impact of the discharge on the Sewerage System, as may be required by the provisions of OCSD's current or future regulatory constraints. OCFCD may offer an alternative strategy or plan which accomplishes the same result for OCSD consideration. If OCFCD determines not to implement the additional management practices, pollution prevention strategies, or treatment facilities as required by OCSD (including through an alternative plan proposed by OCFCD), then OCFCD shall provide written notice to OCSD of such determination pursuant to Section 16.2 herein. Such determination shall be deemed an election by OCFCD to terminate this Agreement, and OCFCD shall then immediately cease the discharge of DWUR to the Sewerage System.

4.1 The initial term of the DWUR Permit shall be as stated in the permit. The permit shall only be renewed in accordance with the Dry Weather Urban Runoff Policy in effect at that time, and this Agreement. OCSD may reduce or extend the length of subsequent permits.

4.2 Upon expiration of each DWUR Permit and at such other times as OCSD deems appropriate, OCSD shall evaluate the quality and quantity of the discharge in order to assess the effectiveness of the existing terms, conditions, and discharge limits in the permit and the need for modification of the permit. The terms, conditions, and discharge limits of the renewal shall be dependent upon the results of OCSD's evaluation.

5. Liability and Indemnification. OCFCD shall defend, indemnify, and hold harmless OCSD and its Board members, officers, agents, and employees from any and all third-party liabilities, claims, penalties, forfeitures, suits, and all costs and expenses incident thereto (including costs of defense, experts, settlement, and attorneys' fees), which they may hereinafter incur, become responsible for, or pay out as a result of or related to actions or omissions associated with this Agreement, including but not limited to: (1) any runoff and/or discharge of any nature from the Drainage Area to or through the Diversion; (2) runoff and/or discharge of any nature diverted to or through the Diversion; and (3) any direct or indirect impacts thereof occurring as a result of, or related to, the termination of discharge(s) to the Sewerage System or the termination of this Agreement.

This indemnification shall apply to any affirmative acts or acts of omission by OCSD, including but not limited to any OCSD action to close the Diversion valves to prevent the discharge to the Sewerage System and/or render emergency assistance or emergency response at the Diversion facilities in the event of an operational malfunction or other problem at such facilities. However, this indemnification shall not apply to (1) any gross negligence or active negligence of OCSD, or (2) any intentional wrongful acts or omissions of OCSD.

This indemnification provision shall survive the termination of the remaining provisions of this Agreement as to any matter(s) which are the subject of this Agreement, and which otherwise arise before or upon such termination, until such time as the determination of said matter(s) becomes final.

6. Quality and Quantity of Discharge. The quality and quantity of the DWUR from the Drainage Area shall meet all terms, conditions, and discharge limits contained in OCSD's Wastewater Discharge Regulations, including subsequent amendments thereto, the DWUR Permit referred to in Section 4.0 herein, and all other requirements of this Agreement.

7. Self Monitoring. OCFCD shall conduct self monitoring of the DWUR for Pollutants of Concern, as directed by OCSD, to insure compliance with the terms, conditions, and discharge limits set forth in the DWUR Permit, OCSD's Ordinances, and this Agreement. Unless otherwise directed by OCSD, OCFCD shall conduct self monitoring of the DWUR discharge on a semi-annual basis. The results of all self monitoring shall be submitted to OCSD as directed by OCSD and as referenced in Resolution OCSD 13-09. All self monitoring costs necessary to establish compliance with the DWUR Permit, OCSD's Ordinances, and this Agreement shall be borne by OCFCD.

7.1 OCSD intends to apply local discharge limits and determine compliance on the diversion flow before dilution with any auxiliary or non-urban runoff waste streams. In that regard, OCFCD shall provide a suitable representative sample point for collecting both grab and composite monitoring samples on a quarterly basis.

8. Authority to accept DWUR. OCSD has the authority to permit the discharge of DWUR into its Sewerage System pursuant to section 4730.66 of the California Health and Safety Code, which provides, in pertinent part, that OCSD may furnish facilities for any or all of the following purposes: the diversion of urban runoff from drainage courses within the district; the treatment of the urban runoff; the return of water to the drainage courses; and the beneficial use of the water. For purposes of this Agreement only, the Parties agree that the discharge from the Drainage Area to the Sewerage System will be subject to the provisions of Ordinance No. OCSD-53 and Government Code Sections 54739 - 54740.6 applicable to the discharge of industrial wastewater, including any subsequent amendments thereto, and subject to the penalties and other provisions thereof.

9. Fees and Charges. The Parties acknowledge that pursuant to OCSD's current Dry Weather Urban Runoff Policy, OCSD intends to waive fees and charges associated with authorized discharges of Dry Weather Urban Runoff to the Sewerage System, where such runoff originates within OCSD's service area, until such time as

(1) OCSD modifies its Dry Weather Urban Runoff Policy to levy a charge for use on urban runoff discharges into its Sewerage System, or (2) OCSD requires dischargers to pay any applicable fees established through incorporation in OCSD's current Fee Ordinance, or subsequent amendments thereof. Without limitation of the foregoing, at such time that OCSD staff anticipates that system-wide discharges of Dry Weather

Urban Runoff will reach 9 MGD, OCSD staff will revisit that policy with the Board of Directors to determine if further amendment to the policy is necessary.

9.1 It is not OCSD's intent at this time to charge "Supplemental Capital Facility Capacity Charges" for the acceptance of Dry Weather Urban Runoff from any permitted discharger. In the event that OCSD subsequently decides to charge Supplemental Capital Facility Capacity Charges, the charges will be levied on all then-existing and future permittees, including OCFCD, and will be established at the Significant Commercial-Industrial User rate pursuant to OCSD Ordinance No. OCSD-50 or any successor ordinances thereto. The Supplemental Capital Facilities Capacity Charge which would be applicable to Dry Weather Urban Runoff is established by Ordinance No. OCSD-50, Section 2.07, and is calculated by measured flow, Biochemical Oxygen Demand ("**BOD**"), and Suspended Solids ("**SS**") discharged per day.

9.2 Notwithstanding any other provision of this Agreement, OCSD may, in its sole discretion, impose or modify fees and charges applicable to the discharge. In accordance with OCSD Ordinance Nos. OCSD-50, OCSD-51, and any other current or future OCSD ordinances, resolutions, regulations, rules, or policies, OCFCD shall pay all fees and charges, in an amount as initially adopted or as subsequently modified by OCSD related to the discharge, including but not limited to Sanitary Sewer Service Charges, Supplemental Capital Facility Capacity Charges, Administrative Fees, and Non-Compliance Fees; provided that OCFCD shall not be required to pay any such fees or charges in an amount proportionately higher than any other public agency with whom OCSD enters into an agreement to accept Dry Weather Urban Runoff into its Sewerage System. Failure to pay any fees in a timely manner shall be cause for termination of the DWUR Permit and any further discharge to the Sewerage System. OCFCD shall pay OCSD for such fees or charges within 30 days of submittal by OCSD of an invoice to OCFCD.

10. Access to OCFCD Facilities. OCFCD shall provide OCSD employees with 24 hour-a-day access to the Diversion facilities it owns, operates, or maintains for collection, transport, treatment, or disposal of the DWUR which is the subject of this Agreement. Such access is for purposes of OCSD inspection, monitoring, closure of the Diversion Pumps allowing the discharge to OCSD's Sewerage System as OCSD, in its sole discretion determines is appropriate, and verification of compliance with the DWUR Permit, OCSD's Ordinances, and this Agreement.

11. Evaluation of Impact. OCSD will periodically evaluate the impacts of the acceptance of urban runoff on OCSD's Sewerage System and on OCSD's effluent. OCSD reserves the right to modify OCSD's Dry Weather Urban Runoff Policy, as OCSD, in its sole discretion, determines is appropriate. Any discharge from the Drainage Area to OCSD's Sewerage System shall be subject to such modified policy, including a termination of any program implemented by OCSD to carry out OCSD's Dry Weather Urban Runoff Policy.

12. Compliance Disclaimer. OCFCD shall rely on its own staff or consultants to ensure that the facilities and equipment which OCFCD installs, operates, and

maintains pursuant to this Agreement shall function as intended. No approval or acceptance by OCSD of design drawings, management practices, technologies, pollution prevention strategies, or any other proposals by OCFCD shall be construed as a representation by OCSD that such design, management practices, technologies, pollution prevention strategies, or proposals will enable OCFCD to comply with the terms and conditions of the DWUR Permit, OCSD's Ordinances, including amendments thereto, this Agreement, or any other entitlement or permit issued by a regulatory authority to OCFCD.

13. Damage to OCSD's Sewerage System. OCFCD shall bear the entire cost of and shall reimburse OCSD for any and all costs or expenses incurred by OCSD as a result of damage to or repair of the Sewerage System resulting from any discharge(s) from the Diversion.

14. No Capacity Right or Entitlement. In keeping with OCSD's long-standing policy on all sewer system connections, nothing in this Agreement or in the DWUR Permit shall be construed to provide OCFCD with any vested entitlement to discharge Dry Weather Urban Runoff to the Sewerage System or with a capacity right in the Sewerage System, and OCFCD hereby disclaims any such vested entitlement or capacity right arising directly or indirectly from this Agreement.

15. Third Party Beneficiary. Nothing in this Agreement shall be construed to create any rights or benefits in any third party who is not a Party to this Agreement.

16. General Provisions.

16.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement on their behalf and bind each respective Party thereto.

16.2 Notice. Unless otherwise stated herein, all notices, demands, invoices, and written communications required to be provided under this Agreement shall be delivered at the following addresses, or such other addresses as Parties may designate by written notice:

If to OCFCD:

QC Public Works
Attention: Deputy Director of Operations and
Maintenance
2301 N. Glassell Street, Building A
Orange CA 92865

And

OC Public Works
Attention: Manager - Dams, Diversions and Pump
Stations
2301 N. Glassell Street, Building A

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If to OCSD: Orange County Sanitation District
Attention: General Manager
10a44 Ellis Avenue
Fountain Valley, California 92708-7018

With Copy To: Resource Protection Division Manager
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, California 92708-7018

Depending on the method of transmittal, notice shall be deemed received as follows: by facsimile or other electronic transmission, as of the date and time sent; by messenger, as of the date delivered; and by U. S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U. S. Mail. Notice to OCPW as set forth above shall be deemed notice to OCFCD.

16.3 Responsible Officer. OCFCD designates the Director of OCPW as the person responsible for its overall performance of the terms of this Agreement and for responding to OCSD on all issues related to the operation and/or maintenance of the Diversion, including obtaining and/or arranging access to any portion(s) of the Diversion required for such operation and/or maintenance ("**OCFCD Responsible Officer**"). The OCFCD Responsible Officer may delegate his or her duties under this Agreement as authorized by applicable law. OCSD designates its General Manager as the person responsible for OCSD's overall performance of this Agreement ("**OCSD Responsible Officer**"). The OCSD Responsible Officer shall have the responsibility for responding to OCFCD on all issues related to this Agreement, the DWUR Permit, and/or discharge of DWUR from the Diversion. The OCSD Responsible Officer may designate a designee to act in his or her place in accordance with 40 CFR Section 403.12(1)(3).

16.4 Construction of Agreement. It being agreed that both Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. The headings of the various articles and sections herein are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

16.5 Amendment. Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

16.6 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16.7 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation under this Agreement, and no such assignment shall be permitted without the consent of the other Party, in its sole discretion, to such assignment

16.8 Invalidity. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire agreement shall be deemed invalid, illegal, or otherwise unenforceable.

16.9 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and take all actions reasonably necessary to facilitate the performance of all covenants, conditions, and purposes of this Agreement.

16.10 Counter parts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

16.11 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written statements or agreements between the Parties with respect thereto.

16.12 Attorneys' Fees. In the event that any action or proceeding is commenced between the Parties to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees.

16.13 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated in this Agreement as though fully set forth herein, and each Party to this Agreement acknowledges and agrees that such Party is bound by the same.

16.14 Effective Date. This Agreement shall become effective on the Effective Date. Notwithstanding the foregoing, no discharge of Dry Weather Urban Runoff to the Sewerage System may occur prior to issuance of a DWUR Permit pursuant to Section 4.0 herein.

IN WITNESS WHEREOF, OCS D and OCFCD have each caused this Agreement to be executed by its duly authorized representative.

SIGNATURES ON FOLLOWING PAGES:

ORANGE COUNTY FLOOD CONTROL DISTRICT,
A body corporate and politic

By: _____
James Treadaway, Director of Public Works

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
County of Orange, California

By:  Julia C. Woo, County Counsel
Digitally signed by Julia C. Woo
DN: cn=Julia C. Woo, O=County of Orange, ou=County Counsel, email=Julia.woo@coco.ocgov.com, c=US

ORANGE COUNTY SANITATION DISTRICT

By: James D. Herberg
James D. Herberg, General Manager

Attest:
By: Kelly A. Lore
Kelly A. Lore, Clerk of the Board

APPROVED AS TO FORM:
COUNSEL for ORANGE COUNTY SANITATION DISTRICT

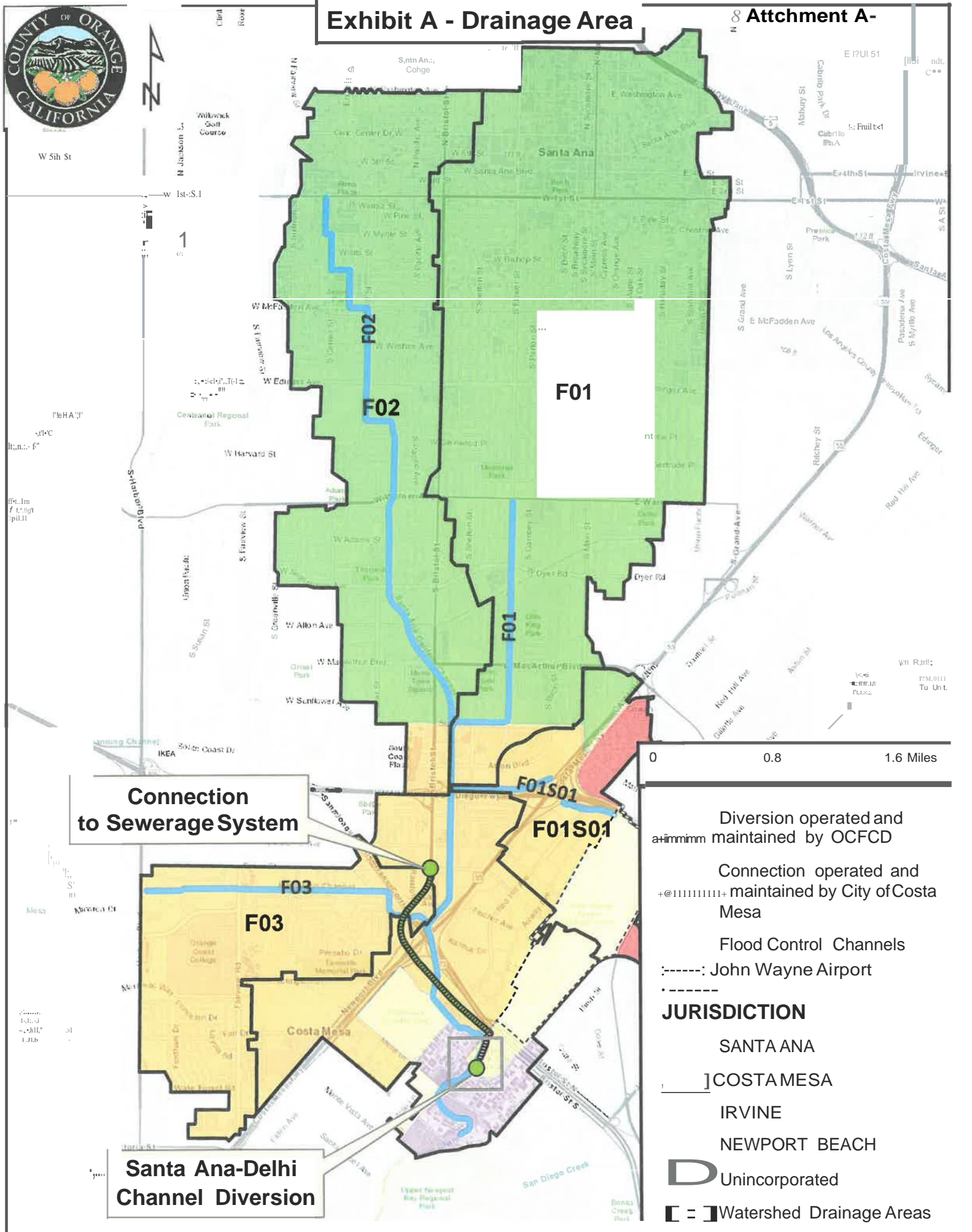
By: Diane C. Stanfield
Diane C. Stanfield, OC San Counsel

By: Alyson E. Ackerman
Alyson E. Ackerman, OC San Counsel



Exhibit A - Drainage Area

Attachment A-



Connection to Sewerage System

Santa Ana-Delhi Channel Diversion

0 0.8 1.6 Miles

- Diversion operated and maintained by OCFCD
 - Connection operated and maintained by City of Costa Mesa
 - Flood Control Channels
 - John Wayne Airport
 - Unincorporated
 - Watershed Drainage Areas
- JURISDICTION**
- SANTA ANA
 - COSTA MESA
 - IRVINE
 - NEWPORT BEACH

Exhibit 8 - Dry Weather Urban Runoff Policy

RESOLUTION NO. OCSD 13-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT ESTABLISHING THE POLICY FOR DRY WEATHER URBAN RUNOFF AND REPEALING RESOLUTION NO. OCSD 01-07

WHEREAS, the Orange County Sanitation District ("District") is a duly organized County Sanitation District existing pursuant to the County Sanitation District Act, California Health and Safety Code section 4700, et seq., providing for the ownership, operation, and maintenance of wastewater collection, treatment, and disposal facilities within Orange County, California; and

WHEREAS, pursuant to Health and Safety Code section 4730.66, the District is authorized to acquire, construct, operate, maintain, and furnish facilities for all or any of the following purposes: "(1) The diversion of urban runoff from drainage courses within the district. (2) The treatment of the urban runoff. (3) The return of the water to the drainage courses. (4) The beneficial use of the water."; and

WHEREAS, certain types of dry weather urban runoff create public health and/or environmental problems which are infeasible to economically or practically control through traditional stormwater best management practices; and

WHEREAS, the District has available limited system capacity in its collection, treatment and disposal facilities which may allow the District to accept discharge of certain dry weather urban runoff flows not to exceed 10 million gallons per day ("mgd") without adversely affecting the District's primary function of collection, treatment and disposal of sanitary sewer discharges; and

WHEREAS, the District does not have system capacity available to allow wet weather discharges to the District's facilities; and

WHEREAS, for purposes of this policy, "wet weather" shall mean any period during which measurable rainfall occurs in any portion of the District's service area and shall include the period following the cessation of rainfall until the District determines that the wet weather event is no longer impacting the District's collection, treatment and disposal facilities; and

WHEREAS, for the purposes of this policy, "dry weather" shall mean any period which does not fall within the definitions of "wet weather"; and

WHEREAS, the District developed a Dry Weather Urban Runoff Policy pursuant to Resolution No. OCSD 01-07 to address certain environmental concerns associated with dry weather urban runoff; and

OSCD-13-09-1

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District,

DOES HEREBY RESOLVE, DETERMINE AND ORDER:

Section 1: That the following Dry Weather Urban Runoff Policy is established as District Policy:

"POLICY FOR ACCEPTANCE OF DRY WEATHER URBAN RUNOFF INTO THE ORANGE COUNTY SANITATION DISTRICT SEWERAGE SYSTEM

No person or entity shall discharge urban runoff, directly or indirectly, to the District's sewerage system during wet weather. The District may accept urban runoff into the sewerage system during dry weather conditions ("dry weather urban runoff") provided that the discharger meets the following requirements:

- A. Requirements for Obtaining Permission to Discharge
1. The dry weather urban runoff diversion to the sewerage system shall address a public health or environmental problem associated with the runoff discharge that cannot be otherwise economically or practically controlled.
 2. A dry weather urban runoff diversion structure shall be designed and installed and other necessary provisions shall be implemented to exclude storm and other runoff from entry into District's sewerage system during wet weather. The diversion structure shall be equipped with a lockable shut-off device, satisfactory to the District, and to which the District shall be provided access at all times.
 3. Prior to commencement of discharge of the dry weather urban runoff to the District's sewerage system, in accordance with the policies and procedures set by the District, the applicant shall apply for and obtain a Wastewater Discharge Permit ("permit") from the District in accordance with the most current District Ordinance governing Wastewater Discharge Regulations. The District may require that the permit applicant enter into an agreement setting forth the terms under which the dry weather urban runoff discharge is authorized in addition to or in lieu of issuance of the permit. Only public agencies that have jurisdiction and authority over surface water runoff and wastewater are eligible for Dry Weather Urban Runoff Discharge Permits.
 4. The permit applicant shall consider and evaluate the feasibility of other disposal alternatives (i.e., discharge into storm drains, reuse and reclamation of the runoff, etc.) for the discharge of the dry weather urban runoff. The permit applicant shall submit to the District a report, satisfactory to the District, evaluating each disposal alternative, and demonstrating why each alternative is not economically or practically feasible to dispose of the proposed dry weather urban runoff in lieu of sewer discharge.

OSCD-13-09-3

2. The permittee shall conduct self-monitoring for the pollutants of concern as directed by the District to ensure compliance with the terms, conditions and limits set forth in the permit/agreement and the District's Ordinances. Unless otherwise directed, the permittee shall conduct and submit self-monitoring of the discharge on a quarterly basis or as directed by the District. The permittee shall monitor the flow and submit reports documenting the quality and quantity of the flow discharged as directed by the District.
3. In the event that the quality or quantity of the dry weather urban runoff discharge to the sewerage system does not meet the conditions, provisions, or limitations set forth in the discharge permit/agreement or the District Ordinance governing Wastewater Discharge Regulations, the permittee shall take immediate action to correct the problem{s} to ensure that full compliance is met. The District may take enforcement action for any violation of the terms of the permit/agreement and/or the District's Ordinances, including termination of the discharge, in accordance with the provisions of the District Ordinance governing Wastewater Discharge Regulations, including any subsequent amendments.
4. The District reserves the right to impose other fees and charges on all urban runoff dischargers, including but not limited to permit fees, capital facilities charges, and operations and maintenance charges in accordance with any future amendment of this policy, and pursuant to any other current or future District Ordinances or policies. Failure to pay fees in a timely manner shall be cause for termination of the permit/agreement and the discharge. All dischargers shall be subject to noncompliance sampling fees set forth in the current District Ordinance governing Wastewater Discharge Regulations, including any subsequent amendments.
5. The permittee shall provide the District's employees and representatives with access to the diversion location and all areas from which and through which runoff originates and/or flows, during all reasonable hours, which shall include any time when a discharge to the sewerage system may be occurring, for purposes of inspection, monitoring, and verifying compliance with the permit/agreement and/or the District's Ordinances.
6. The permittee shall have complete responsibility for the construction, operation and maintenance of the diversion facility or any other associated facilities and for ensuring compliance with the terms and conditions of the discharge permit/agreement and the District's Ordinances.
7. No later than the commencement of any measurable rainfall, each discharger of urban runoff shall shut off the flow of urban runoff {and accompanying storm water) to the District's sewerage system. The discharge shall not resume until the discharger has obtained written approval for the resumption of the discharge from the District's Urban Runoff Program Manager, or their designate.

Section 5: This Resolution No. OCSD 13-09 shall take effect immediately upon adoption by the Board of Directors.

PASSED AND ADOPTED at a regular meeting held June 26, 2013.


~~Troy Edgerly, Chair~~

Col:ze/13

ATTEST:



Exhibit C - DWUR Pollutants of Concern

Name	Source(s)
Metals and Metalloids	--
aluminum	1, 3
antimony	1
arsenic	1, 2
barium	1
beryllium	1, 4
boron	3
cadmium	1, 2
chromium (III)	1
chromium (VI)	1
Chromium (Total)	1, 2, 4
copper	1, 2
iron	1, 3
lead	1, 2
manganese	3
mercury	1, 2
molybdenum	2
nickel	1, 2
selenium	1, 2
silver	1, 2
thallium	1, 4
vanadium	3
zinc	1, 2, 3
Other Constituents	--
asbestos	1, 4
Nutrients and Inorganics	--
ammonia	1, 2, 3
Cyanide, Amenable	1
Cyanide, Total	1, 2, 4
Nitrate Nitrogen	1, 2, 3
Nitrite Nitrogen	1, 2, 3
Organic Nitrogen	1
Sulfide (Dissolved)	1
Sulfide (Total)	2
Total Phosphorous (as P)	1
Physical Tests	--
Biochemical Oxygen Demand, 5-day @ 20°C (8005)	1, 2
Carbonaceous Biochemical Oxygen Demand, 5-day @ 20°C (CBOD5)	1
Conductivity	1, 3
Oil and Grease	1, 2
pH	1, 3
Salinity	1, 3
Settleable Solids	1
Temperature	2
Total Chlorine Residual	1

Sources Key:

1. 2021 NPDES Permit
2. Ordinance No. OCSD-53 (2019) / Local Limits (2016)
- 3: GWRS WDR (2022) / SWRCB DOW
- 4: Federal Priority Pollutants List
- 5: SWRCB PFAS Phase 3 Investigative Order

Exhibit C - DWUR Pollutants of Concern

Base/Neutral/Acid Semi-Volatile Compounds	--
1,12-benzoperylene	1, 4
1,2-diphenvlhvdrazine or azobenzene	1, 4
1,6,7-trimethyl-naphthalene (2,3,5-trimethylnaphthalene)	1
1-methylnaphthalene	1
1-methylphenanthrene	1
2,4,6-trichloro phenol	1, 4
2,4-dichloro phenol	1, 4
2,4-dimeth ylphenol	1, 4
2,4-dinitrophenol	1, 4
2,4-dinitrotoluene	1, 4
2,6-dimeth ylnaphthalene	1
2,6-dinitrotoluene	4
2-chloronaphthalene	4
2-chlorophenol	1
2-methyl-4,6-dinitrophenol (2,4-dinitro-6-methyl phenol; 4,6-dinitro-o-cresol ; 4,6-dinitro- 2-methylphenol)	1
2-methylnaphthalene	1
2-nitrophenol	1, 4
3,3'-dichlorobenzidine	1, 4
3-methyl-4-chloro phenol (4-chloro-3-meth ylphenol, parachlorometa eresol)	4
4-bromo phenyl phenyl ether	4
4-chlorophenyl phenyl ether	4
4-nitrophenol	1
acenaphthene	1, 4
acenaphthylene	1
anthracene	1
benzidine	1
benzo(a)anthracene (1,2-benzanthracene)	1, 4
benzo(a)pyrene	1, 3, 4
benzo(b)fluoranthene (3,4-benzofluoranthene)	4
benzo(b/i)fluoranthene	1, 4
benzo(e)pyrene	1, 3, 4
benzo(g, h,i)perylene	1, 4
benzo(k)fluoranthene	1
biphenyl	1
bis(2-chloroethoxy)methane	1, 4
bis(2-chloroethyl)ether	1, 4
bis(2-chloroiso propyl)ether	1
bis(2-ethylhexyl)phthalate	1, 3
bis(dichloroisopropyl)ether	4
butylbenzyl phthalate	4
Chlorinated Phenolic Compounds	1
chrysene	1, 4
dibenz[a,h]anthracene	1
diethyl phthalate	1

Sources Key:

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Exhibit C - DWUR Pollutants of Concern

heptachlor epoxide (BHC-hexachlorocyclohexane)	1, 3, 4
hexachlorocyclohexane (HCH)	1
Mirex	1
nonachlor-a	1, 3
nonachlor-v	1, 3
oxvchlordane	1, 3
PCBs: Aroclors 1016, 1221,1228, 1232, 1242, 1248, 1254,1260, 1262	1, 2, 3, 4
PCBs: congeners PCB-18, 28, 37, 44, 49, 52, 66, 70, 74, 77, 81, 87, 99, 101, 105, 110, 114, 118, 119, 123, 126, 128, 138, 149, 151, 153/168, 156, 157, 158, 167, 169, 170, 177, 180, 183, 187, 189, 194, 201,206	1, 2, 3, 4
Pesticides	1, 2, 3
Total Permethrin	1
toxaphene	1, 2, 3, 4
trans-nonachlor	1
cis-nanochlor	1
α-BHC (α-Benzene Hexachloride)	1, 3
β-BHC (β-Benzene Hexachloride)	1, 3
γ-BHC (Lindane)	1, 3
o-BHC	1, 3
Dioxin	--
2,3,7,8-TCDD (dioxin)	1, 3
TCDD Equivalents (chlorinated dibenzofurans + chlorinated dibenzo-p-dioxins)	1
Radionuclides, pCi/L Unless Noted Otherwise	--
Combined Radium-226 and Radium-228	1, 3
Gross Alpha particle activity (incl. Radium-226, excl. Radon & Uranium)	1, 3
Gross Beta particle activity	1, 3
Radium-226	1, 3
Radium-228	1, 3
Strontium-90	1, 3
tritium	1, 3
uranium	1, 3
Hormones	--
17α-estradiol	1
17α-ethynyl estradiol	1
17β-estradiol	1, 3
estriol (16-α-hydroxyestradiol)	1
estrone	1
progesterone	1
testosterone	1
Industrial Endocrine Disrupting Compounds (IEDCs)	--
4-n-octylphenol diethoxylate	1
4-para-nonylphenol	1
bisphenol A	1, 3
nonylphenol diethoxylate	1
nonylphenol monoethoxylate	1
octylphenol	1

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Exhibit C - DWUR Pollutants of Concern

perfluorobutane sulfonic acid (PFBS)	1, 3, 5
perfluorobutanoic acid (PFBA)	5
perfluorodecane sulfonic acid (PFDS)	5
perfluorodecanoic acid (PFDA)	1, 5
perfluorododecanoic acid (PFDoDA)	1,5
perfluoroheptane sulfonic acid (PFHPSA)	5
perfluoroheptanoic acid (PFHpA)	1, 5
perfluorohexadecanoic acid (PFHxDA)	5
perfluorohexane sulfonic acid (PFHxS)	1, 3, 5
perfluorohexanoic acid (PFHxA)	1, 5
perfluorononane sulfonic acid (PFNS)	5
perfluorononanoic acid (PFNA)	1, 5
perfluorooctadecanoic acid (PFODA)	5
perfluorooctane sulfonic acid (PFOS)	1, 3, 5
perfluorooctanesulfonamide (PFOSA)	5
perfluorooctanoic acid (PFOA)	1, 3, 5
perfluoropentane sulfonic acid (PFPeS)	5
perfluoropentanoic acid (PFPeA)	5
perfluorotetradecanoic acid (PFTEDA)	1, 5
perfluorotridecanoic acid (PFTRIDA)	1, 5
perfluoroundecanoic acid (PFUnDA)	1, 5

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