AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND EDGEMONT COMMUNITY SERVICES DISTRICT TO REVISE QUANTITY AND QUALITY STANDARDS FOR DELIVERED WASTEWATER

This Agreement is made this ____ day of ___, 2020, between the City of Riverside ("Riverside") and Edgemont Community Services District ("Edgemont") (together, sometimes, the "Parties").

RECITALS

This Agreement is made with reference to the following facts:

1. Riverside owns and operates its Regional Water Quality Control Plant ("RWQCP"), which treats raw sewage from Riverside, Edgemont, Jurupa Community Services District ("Jurupa"), and Rubidoux Community Services District ("Rubidoux").

2. The Community Services Districts' capacity rights and quantity and quality standards for discharge of wastewater to the RWQCP are set forth in various agreements between the City and those Community Services Districts (the "Regional Agreements").

3. Edgemont's current capacity rights and quantity and quality standards for discharge of wastewater are set forth in Exhibit "A" to the 1990 "AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND EDGEMONT COMMUNITY SERVICES DISTRICT FOR ACQUISITION OF ADDITIONAL CAPACITY RIGHTS IN WASTEWATER TREATMENT FACILITY." A copy of that Exhibit "A" is attached hereto and incorporated by reference.

4. On August 7, 2012, Riverside filed an action (RIC 1211953 later removed to San Bernardino County Superior Court as CIV DS 1310520) against Edgemont, Jurupa, and Rubidoux, seeking contribution for the repair and rehabilitation of the RWQCP according to the 2008 City of Riverside Wastewater Collection and

Treatment Facilities Integrated Master Plan (the "2008 Master Plan").

5. Riverside and Edgemont settled Riverside's claim against Edgemont with an Assignment agreement dated April 29, 2014 (the "Assignment Agreement").

6. In 2017 Riverside completed the RWQCP Phase 1 Rehabilitation and Expansion project under its 2008 Master Plan. That project increased both the hydraulic flow capacity and the solids loading capacity of the Plant. The engineering design criteria for the Phase I Plant work resulted in 46 million gallons per day ("46 MGD") capacity, at 295 mg/l BOD and 270 mg/l TSS (the "current design criteria").

7. Pursuant to the Regional Agreements, Riverside, Edgemont, Jurupa and Rubidoux pay various treatment, operation and maintenance costs through periodic payments with a true-up at the end of the fiscal year, known as the "Reconciliation Process."

8. During the Reconciliation Process, Riverside and Edgemont have disagreed over the appropriate quantity and quality standards to be applied in calculating costs.

9. Riverside recently undertook the 2018 Flood Control Levee capital project to protect the RWQCP facilities, and calculated Edgemont's proportionate share to be $79,130.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in this agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following:

A. Edgemont shall contribute $79,130 as its proportionate share of the 2018 Flood Control Levee capital project constructed to protect the RWQCP facilities.

B. Riverside will provide Edgemont a treatment credit of $21,731 for fiscal year 2016/17 and $45,223 for fiscal year 2017/18 in resolution of the Reconciliation Process costs.

C. Riverside shall revise Edgemont's 1990 Agreement Exhibit A based on the current design criteria of the RWQCP. The revised Exhibit shall in be effect starting with the fiscal year 2018/19 RAC reconciliation. The revised Exhibit is hereby incorporated and included with this Agreement as Exhibit A1.

CITY OF RIVERSIDE

By: William R. Bailey
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Anthony Beaumon, Deputy City Attorney

EDGEMONT COMMUNITY SERVICES DISTRICT

By: Michael Addie
Its: President

ATTEST:

Secretary

APPROVED AS TO FORM:

Edward L. Mackey, Counsel to District

EXHIBIT "A"

QUANTITY AND QUALITY STANDARDS

FOR DELIVERED WASTEWATER

1. Quantity Standards for Wastewater Delivered to Riverside Wastewater Treatment Plant.

If the quantity of raw wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceeds the following amounts, such party shall pay a surcharge in accordance with Section 14 of this Agreement:

	30-day Average Flow Per Day	Peak Hourly Flow
Riverside	24 mgd	31.2 mgd
Jurupa CSD	2.3 mgd	4.9 mgd
Rubidoux CSD	1.5 mgd	3.9 mgd
Edgemont CSD	0.3 mgd	0.78 mgd

To the extent Edgemont increases its capacity right pursuant to the terms of this Agreement, the average daily flow and peak hourly flow set forth in this paragraph 1 shall be increased. In addition, the loading requirement set forth in paragraph 2 of this Exhibit shall be increased proportionately.

In no event shall the quantity of wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceed the following maximum limitations for more than three consecutive months:

(a) 130% of the capacity right of the party, computed on an average 30-day basis.

(b) 130% of the peak hourly flow rate allocated to the party.

2. Quality Standards for Wastewater Delivered to Riverside Wastewater Treatment Plant.

(a) Special Quality Standards. If the quality of wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceeds the following standards, such party shall pay a quality surcharge in accordance with Section 14 of this Agreement.

Constituent	30-day Average Wastewater Concentration
BOD_5	230 mg/l
Suspended Solids	220 mg/l
Ammonium (as NH_3)	32 mg/l

If analysis of the quality of wastewater delivered to the Riverside Wastewater Treatment Plant by any party reveals loadings in excess of the following maximum limits, then the violating party shall be subject to the limitations on Quantity and Quality Violations set forth in Section 15 of this Agreement.

	30-day Average BOD_5 Loading	30-day Average Suspended Solids Loading	30-day Average Ammonium (NH_3) Loading
Riverside	57,557 lbs/day	54,504 lbs/day	7,266 lbs/day
Jurupa CSD	6,215 lbs/day	5,755 lbs/day	913 lbs/day
Rubidoux CSD	4,054 lbs/day	3,754 lbs/day	568 lbs/day
Edgemont CSD	811 lbs/day	749 lbs/day	119 lbs/day

special quality limitations set forth above, shall conform to the following general quality limitations which prohibit wastewater containing one or more of the following wastes:

1. Any gasoline, benzene, naphtha, solvent, fuel oil or any liquid, solid or gas that would cause or tend to cause flammable or explosive conditions to result in the sewerage system.

2. Any waste containing toxic or poisonous solids, liquids or gases in such quantities that, alone or in combination with other waste substances, may create a hazard for humans, animals or the local environment, interfere detrimentally with wastewater treatment processes, cause a public nuisance, or cause any hazardous condition to occur in the sewerage system.

3. Any waste having a pH lower than 6.0 or having any corrosive or detrimental characteristic that may cause injury to wastewater treatment or maintenance personnel or may cause damage to structures, equipment or other physical facilities of the sewerage system.

4. Any solids or viscous substances of such size or in such quantity that they may cause obstruction to flow in the sewer or be detrimental to proper wastewater treatment plant operations. These objectionable substances include, but are not limited to, asphalt, dead animals, offal, ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, bones, hair and fleshings, entrails, paper dishes, paper cups, milk containers, or other similar paper products, either whole or ground.

5. Any rainwater, storm water, groundwater, street drainage, subsurface drainage, roof drainage, yard drainage, water from yard fountains, ponds or lawn sprays or any other uncontaminated water.

6. Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations.

7. Any nonbiodegradable cutting oils, commonly called soluble oil, which form persistent water emulsions.

8. Any excessive concentrations of nonbiodegradable oil, petroleum oil or refined petroleum products.

9. Any dispersed biodegradable oils and fats, such as lard, tallow or vegetable oil in excessive concentrations that would tend to cause adverse effects on the sewerage system.

10. Any waste with cyanide concentration in excess of 0.2 mg/l.

11. Any strongly odorous waste or waste tending to create odors.

12. Any wastes containing over 0.1 milligram per liter of dissolved sulfides.

13. Any wastes with a pH high enough to cause alkaline incrustations on sewer walls.

14. Any substance promoting or causing the promotion of toxic gases.

15. Any waste having a temperature of 120° F or higher.

16. Any wastes requiring an excessive quantity of chlorine or other chemical compound used for disinfection purposes.

17. Any excessive amounts of chlorinated hydrocarbon or organic phosphorus type compounds.

18. Any excessive amounts of deionized water, steam condensate or distilled water.

19. Any waste containing substances that may precipitate, solidify or become viscous at temperatures between 50° F and 100° F.

20. Any waste producing excessive discoloration of wastewater or treatment plant effluent.

21. Any garbage or waste that is not ground sufficiently to pass through a 3/8-inch screen.

22. Any wastes containing excessive quantities of iron, boron, chromium, phenols, plastic resins, copper, nickel, zinc, lead, mercury, cadmium, selenium, arsenic or any other objectionable materials toxic to humans, animals, the local environment or to biological or other wastewater treatment.

23. Any blow-down or bleed water from cooling towers or other evaporative coolers exceeding one-third of the makeup water.

24. Any measurable quantity of radioactive material wastes.

25. Recognizable portions of the human anatomy.

26. Any waste containing a chlorine residual in excess of 1.0 mg/l.

EXHIBIT "A1"

QUANTITY AND QUALITY STANDARDS

FOR DELIVERED WASTEWATER

(Modifying Exhibit "A" to the 1984 Agreement)

1. Quantity Standards for Wastewater Delivered to Rivers ide Wastewater Treatment Plant.

The Regional Water Quality Control Plant is currently designed to operate on an annual average basis expressed as daily capacity as follows:

Average Flow MGD	Peak Hourly Flow MGD	BOD lb./day	TSS lb./day	Ammonia lb./day
46.00	101.2	113,174	103,583	10,742

If the quantity of raw wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceeds the following amount, such party shall pay a surcharge in accordance with Quantity and Quality Surcharges set forth in Section 14 of the 1984 Agreement.

	30-day Average Flow[1]	Peak Hourly Flow[2]
Riverside	37.055 MGD	81.52 MGD
Jurupa CSD[3]	5.000 MGD	11.00 MGD
Edgemont CSD	0.890 MGD	1.96 MGD
Rubidoux CSD[3]	3.055 MGD	6.72 MGD

[1] Based upon Plant capacity of 46 MGD

[2] Design peaking factor of 2.2

[3] The Jurupa and Rubidoux CSDs are not party to the attached ECSD/Riverside agreement that includes this Exhibit "A1".

To the extent Edgemont increases its capacity Right pursuant to the terms of this Agreement, the average daily flow and peak hourly flow set forth in this paragraph 1 shall be increased. In addition, the loading requirement set forth in paragraph 2 of this Exhibit shall be increased proportionately.

In no event shall the quantity of wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceed the following maximum limitations for more than three consecutive months:

(a) 130% of the flow capacity right of the party,

computed on an average 30-day basis.

(b) 130% of the peak hourly flow rate allocated to the party.

2. Quality Standards for Wastewater Delivered to Riverside Wastewater Treatment Plant.

(a) Special quality Standards. If the quality of wastewater delivered by any party to the Riverside Wastewater Treatment Plant exceeds the following standards, such party shall pay a quality surcharge in accordance with Quantity and Quality Surcharges set forth in Section 14 of the 1984 Agreement.

Constituent	30-day Average Wastewater Concentration
BOD_5	295 mg/l
Total Suspended Solids	270 mg/l
Ammonium (as NH 3)	28 mg/l

If analysis of the quality of wastewater delivered to the Riverside Wastewater Treatment Plant by any party reveals loadings in excess of the following maximum loading limits, then the violating party shall be subject to the limitations on Quantity and Quality Violations set forth in Section 15 of the 1984 Agreement, excluding ammonia and total dissolved solids.

	30-day Average BOD_5 Loading	30-day Average Total Suspended Solids Loading	30-day Average Ammonia (NH_3 as N) Loading	Total Dissolved Solids Loading[1]
Edgemont CSD[2&3]	2,405 lbs/day	2,219 lbs/day	353 lbs/day	4,825 lbs/day

Special quality limitations set forth in paragraph 1 and 2 above, shall conform to the following general quality limitations which prohibit wastewater containing one or more of the following wastes:

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[1] TDS Loading is based on flow capacity rights and NPDES Permit Limit of 650 mg/L.
[2] ECSD 30-day Avg. max loading limits based upon flow capacity rights and constituent concentrations of 324 mg/L BOD, 299 mg/L TSS and 47.6 mg/L Ammonia.
[3] The Jurupa and Rubidoux CSDs are not party to the attached ECSD/Riverside agreement that includes this Exhibit "A1".

1. Wastes which create a fire or explosion hazard in the treatment works.
2. Wastes at a flow rate and/or pollutant discharge rate which is excessive over relatively short time periods so that there is a treatment process upset and subsequent loss of treatment efficiency.
3. Solid or viscous wastes in amounts that would cause obstruction to the flow in sewers or otherwise interfere with the proper operation of the treatment works.
4. Wastes that cause non-compliance with current or future Regional Water Quality Control Plant NPDES permits as authorized under the Clean Water Act.
5. Wastes which cause non-compliance with any existing or future pretreatment standard promulgated by EPA under Section 307 of the Clean Water Act or amendments thereto for any discharge.