

Attachment 1 – Project Information

Pasadena Non-Potable Water Project Summary

The City of Glendale Water and Power (GWP) proposes to deliver up to 3,100 acre-feet per year (AFY) of Title 22 disinfected, tertiary-treated recycled water to the City of Pasadena Water and Power (PWP) for landscape irrigation, cooling, and other non-potable uses. PWP is responsible for this project's construction. The project will be constructed in six phases including new non-potable water infrastructure of pipelines, storage reservoirs, pressure reducing stations, and pump stations. Phase I which approximately 700 afy of demand is estimated to be operational in 2018 with the last phase, Phase VI, operational in 2028 to serve a total of 51 customers. A map of the proposed phased project can be viewed below. More information regarding this project may be found in the Environmental Impact Report (EIR). The draft and final versions of the EIR are included (see Attachment 5).

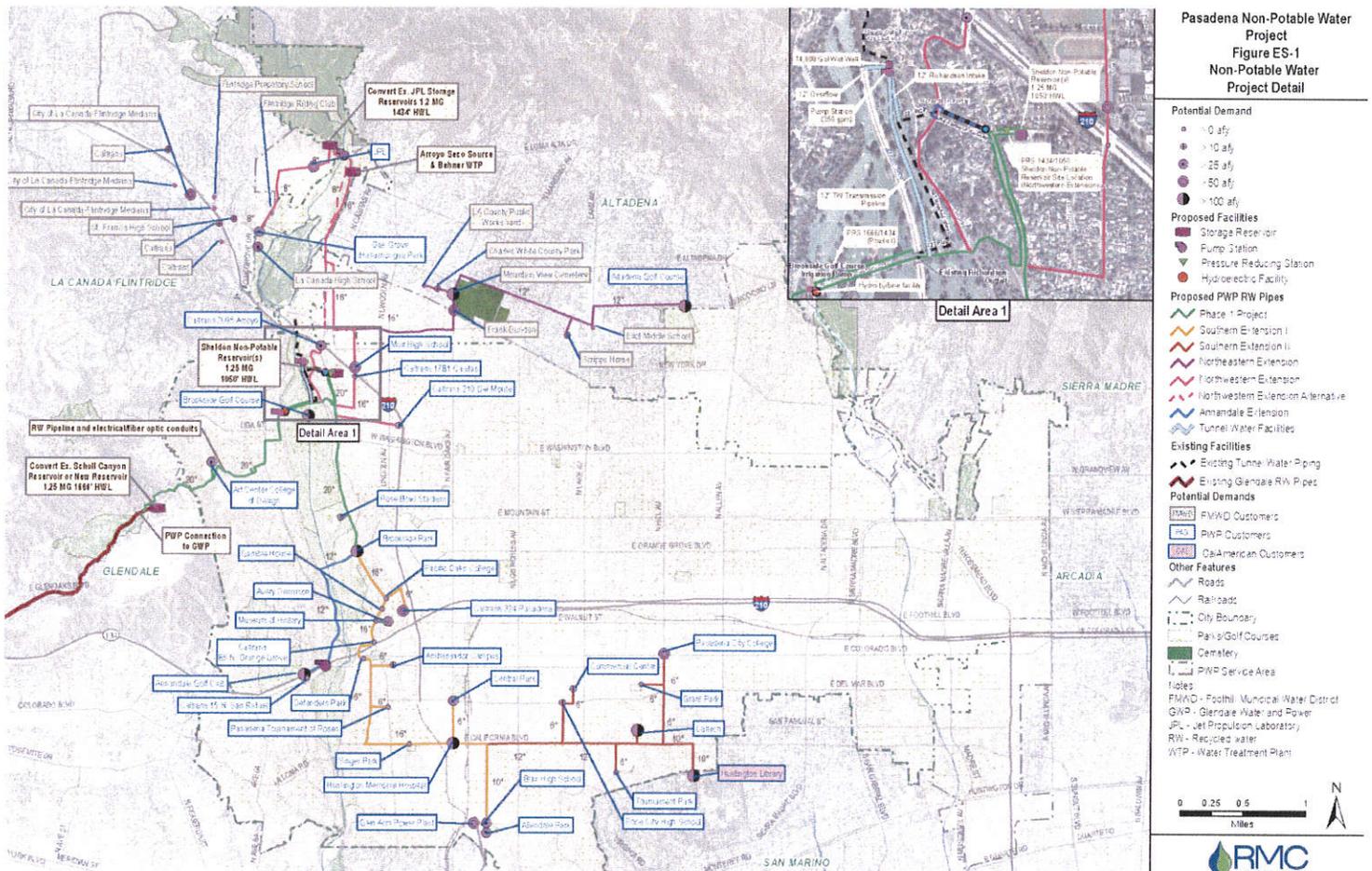
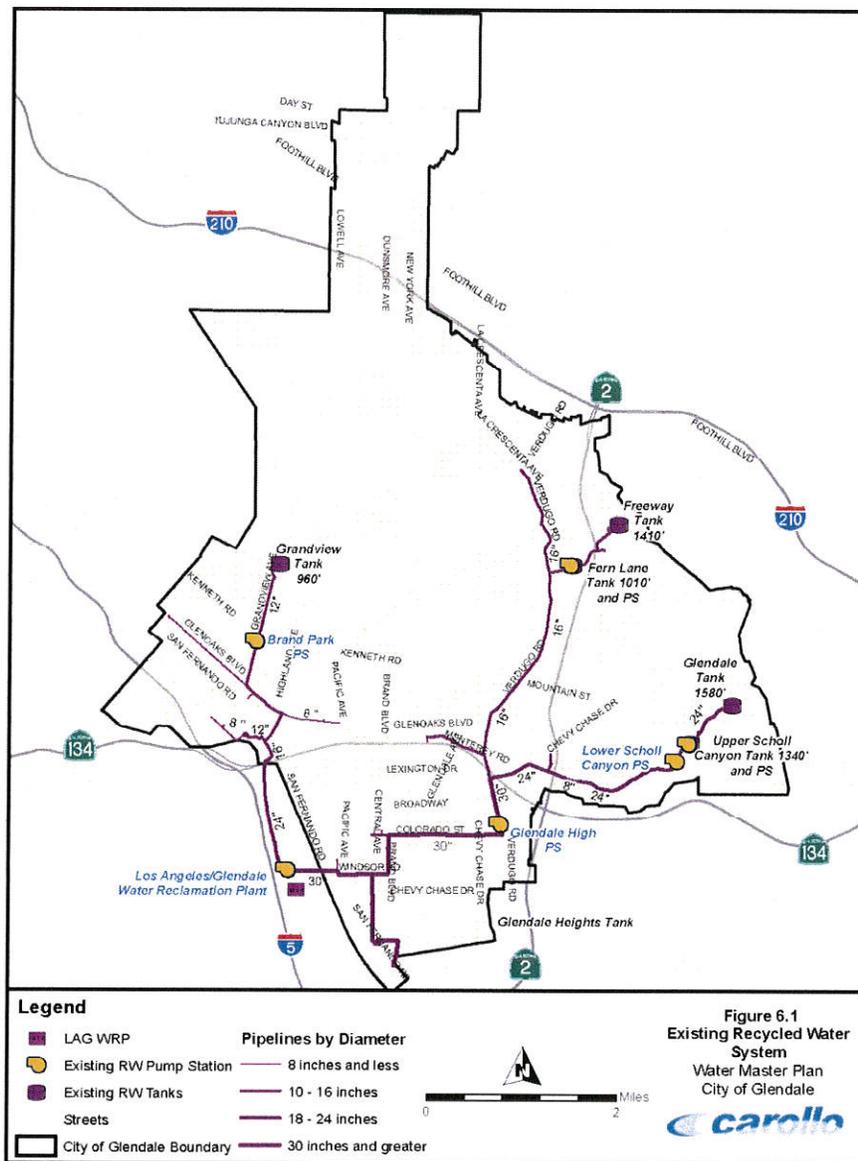


Figure 1: PWP Non-Potable Water Project Map

Attachment 2- GWP Recycled Water Overview and Planned Projects

GWP Recycled Water System Overview

The City of Glendale's existing recycled water system consists of approximately 22 miles of "purple pipe," five storage facilities, and six pump stations as depicted in the Figure 1 below. The system has been delivering water to many schools, parks, street medians, golf courses, cemeteries, and landfills. This system has also provided recycled water for landfill operation, soil compaction, street sweeping, and restroom flushing in high-rise commercial buildings. The City's recycled water system was built with the intent of future expansion throughout the City and to deliver water to the City of Pasadena.



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Figure 2: Existing Recycled Water System

GWP Recycled Water System Expansion

As indicated in the City’s 2016 Water Master Plan (Attachment 5), the City plans to expand their recycled water system to include nine additional customers with a total estimated demand of 3,431 afy including the delivery of 3,100 afy to the City of Pasadena Water and Power (PWP). Other than the connection to the City of Pasadena, which will be installed, owned and funded by Pasadena, the City has identified four recycled water expansion segments listed below. A map illustrating these four expansion segments may be seen in Figure 3. More information can be found in the 2016 Glendale Water Master Plan, provided as attachment 5 (CD).

Table 1: GWP Recycled Water Expansion Segments

Expansion Segment	Average Annual Potable Water Conversion Demand ⁽²⁾ (afy)
Glendale Unified School District	56
Glendale Tee	50
Chevy Chase Country Club	100
Camino San Rafael Homes	125
Total	331
Pipeline to PWP	3,100
Total with Pipeline to PWP	3,431
Notes:	
(1) Potable water conversion demands are based on City staff’s estimates of existing potable users converting to recycled water.	
(2) Pipeline will be installed, funded, and owned by the City of Pasadena.	

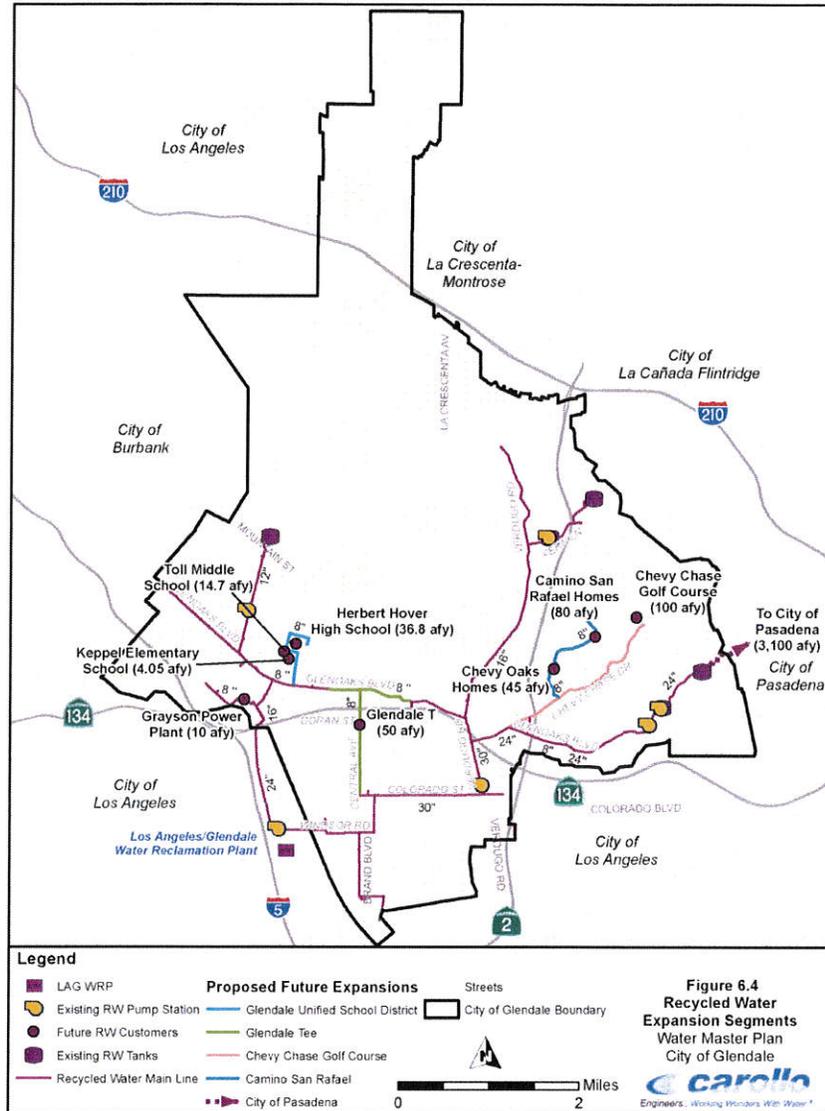


Figure 3: Recycled Water System Expansion

In the 2013/2014 fiscal year, the City served 45 recycled water users with a combination demand of 2,066 ac-ft. A list of the City's users and their monthly demand is provided in Attachment 3.

GLENDALE RECYCLED WATER ACCOUNTS FISCAL YEAR 2013-14

No.	PROJECT	ADDRESS	ACCOUNT NO	METER NO	CONSUMPTION (ACRE-FEET)												TOTAL
					Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	
FORESTLAWN PROJECT (A - 1)																	
1	City of Glendale	1600 S Brand Boulevard	20241950-00	51999		0.59		0.74	0.67	0.67	0.67	1.18		0.33	0.61	5.46	
2	Forest Lawn Memorial Park	1712 S Glendale Avenue	31192010-00	49206		54.31	6.60	96.41	90.50	43.43	63.81	85.19	9.63	18.57	55.33	52.59	576.56
3	Forest Lawn Memorial Park	3690 San Fernando Road	50009222-00	87936	0.02	0.03	0.03	0.02	0.01	0.01	0.02	0.03	0.01	0.01	0.02	0.02	0.24
4	Silver Crest Homes	316 W Windsor Road	50001202-00	72329	0.48		0.38		0.23		0.36		0.33		0.32		2.10
5	Cerritos Elementary School	120 E Cerritos Avenue	50006840-00	80038	0.66	0.66	0.56	0.55	0.47	0.33	0.74	0.50	0.11	0.15	0.51	0.59	5.83
6	Cerritos Elementary School	1715 S Glendale Avenue	50008277-00	81934	0.06	0.09	0.09	0.09	0.05	0.04	0.07	0.10	0.02	0.02	0.07	0.10	0.81
7	Cerritos School Park - Parks & Recreation	3690 San Fernando Road	50008056-00	81913	0.28	0.29	0.31	0.25	0.21	0.17	0.26	0.39	0.07	0.12	0.24	0.29	2.89
8	Edison Elementary & Pacific Park	501 Riverdale Drive	50005134-00	86028			4.01	3.25			1.90		1.13		1.40		11.69
Sub-Total					7.51	55.96	17.98	101.31	92.15	44.65	67.83	87.39	11.50	19.19	57.89	54.22	605.57
POWER PLANT PROJECT (A - 2)																	
9	CalTrans	943 W Daran Street	22516784-00	54722	4.61	2.48	3.77	2.46	0.36	0.55	1.12	1.53	1.83	0.34	1.44	1.41	21.89
10	Grayson Power Plant - GWP	800 Air Way	50005630-00	63883	11.37	28.81	26.36	34.38	14.48	9.92	22.05	20.71	13.99	7.83	14.36	12.54	216.81
11	Public Works - Parkway Irrigation	-	-	-	0.17	0.22	0.12	0.06	0.07	0.06	0.02	0.06	0.06	0.04	0.07	0.12	1.08
12	GLENDALE WATER & POWER-UOC	800 Air Way	50012227-00	91871	0.15	0.07	0.11	0.14	0.16	0.32	0.49	0.32	0.31	0.03	0.07	0.08	2.25
Sub-Total					16.30	31.58	30.36	37.06	15.08	70.84	23.68	22.62	16.19	8.24	15.94	14.15	242.03
BRAND PARK PROJECT (A - 3)																	
13	City of Glendale	2008 W Glenoaks Boulevard	12356670-00	45544	0.81		1.39		1.11		1.01		0.38		0.41		5.12
14	City of Glendale	1830 W Glenoaks Boulevard (at Irving)	12382290-00	52435	0.72		0.66		0.62		0.69		0.38		0.43		3.49
15	Parks and Recreation	1108 W Glenoaks Boulevard	12513010-00	49328	0.82		0.98		1.24	1.24	2.76	1.24		0.50	0.34		9.13
16	Parks and Recreation	978 W Glenoaks Boulevard	12530700-00	49958	0.67		0.70		0.63		0.72			0.46	0.57		3.75
17	Glenoaks Medians	720 W Glenoaks Boulevard	12576220-00	42802	1.00		0.59		0.60		0.68			0.46	0.53		3.85
18	Glenoaks Medians	618 W Glenoaks Boulevard	12881960-00	51516	0.79		0.65		0.47	0.47	1.09	0.47		0.40		0.46	4.80
19	Glenoaks Medians	532 W Glenoaks Boulevard	12883040-00	54717	0.62		0.35		0.36	0.36	0.76	0.36		0.25		0.34	3.40
20	City of Glendale	1628 W Glenoaks Boulevard	22453700-00	46017		1.10		0.49		0.78	0.78	0.78	1.22	0.53		0.79	6.46
21	City of Glendale	1400 W Glenoaks Boulevard	22482860-00	40419	0.66	1.15		1.01		1.16	1.16	1.16	1.91		0.39		8.58
22	Brand Park	1700 W Mountain Street	31091775-00	54519	5.46	6.36	5.45	5.45	6.13	2.62	4.39	5.05	2.03	1.54	3.74	4.79	53.01
23	Pelancani Park (2 - meters)	905 Cleveland Road	31092075-00	54718 54719	1.47	1.34	0.85	1.57	2.24	0.88	1.37	1.70	0.51	0.49	1.05	1.50	14.96
24	Grandview Memorial Park (3 - meters)	1341 Glenwood Road	32191200-04	53124	4.75	2.97	4.26	0.63	0.00	2.29	3.35	2.90	2.29	0.00		0.92	24.35
			50017872-01	91912	1.12	1.26	1.38	0.21	0.00	0.80	1.16	1.00	0.80	0.00		0.30	8.02
25	Walt Disney - L	1101 Flower Street	50006720-00	87398	0.59	0.88	0.90	0.95	1.00	1.00	2.25	0.53	0.42	0.39	0.43	0.74	10.09
26	Walt Disney - L	1201 Flower Street	50006722-00	87408								0.44					0.44
27	City of Glendale (Railroad Irrigation)	5775 San Fernando Road	50009365-00	86076	0.06		1.06	0.55	0.52	0.27	0.39	0.44	0.43	0.17	0.22	0.26	4.40
28	City of Glendale Traffic-Trans	907 Flower Street	50012000-00	91991	0.24	0.58		0.35	0.15	0.29	0.29		0.30	0.13	0.13	0.16	2.61
29	Walt Disney Co.	900 Grand Central Ave	50018286-00	3573058	0.13	0.17	0.14	0.27	0.28	0.28	0.70	0.39	0.33	0.44	0.47	0.81	4.42
30	Walt Disney Co.	1200 Grand Central Ave	50018254-00	35740154	1.48	2.44	1.97	1.57	0.28	0.28	0.79	0.55	1.16	1.37	1.67	2.15	15.71
31	City of Glendale	630 Kellogg Ave	33091005-00	49171902		6.76	4.62	14.53	3.61	3.61	7.32	6.74	4.45	4.58	5.52	8.28	70.02
32	City of Glendale	900 Flower St.	50010892-00	40513122		0.13	0.44	0.71	0.09	0.09	0.09	0.25	0.17	0.06	0.03	0.55	2.62
Less Make-up Water (Potable)			To Grandview RW Tank	VERDUGO SCHOLL PROJ (B)		0.06											0.06
Sub-Total					21.37	25.13	26.41	28.29	19.33	16.43	31.73	24.02	16.79	11.78	15.92	22.06	259.25
(Sum A-1, A-2, and A-3)																	
Acres-Feet					39.17	112.67	68.74	166.66	126.56	71.92	123.24	134.02	44.47	39.21	89.75	90.42	1,106.85
(A - 1)					7.51	55.96	17.98	101.31	92.15	44.65	67.83	87.39	11.50	19.19	57.89	54.22	605.57
(B)					95.24	91.43	117.81	121.74	76.25	37.71	79.69	77.14	65.06	50.96	72.56	99.34	984.93
(A - 3)					21.37	25.19	26.41	28.29	19.33	16.43	31.73	24.02	16.79	11.78	15.92	22.06	259.31
[(B) + (A - 3)]					116.60	116.63	144.22	150.03	95.58	54.14	111.43	101.16	81.84	62.73	88.49	121.40	1,244.24
Total GRC's					118.11	172.58	156.20	251.34	187.73	98.79	179.26	188.54	93.34	81.93	146.38	175.61	1,849.81



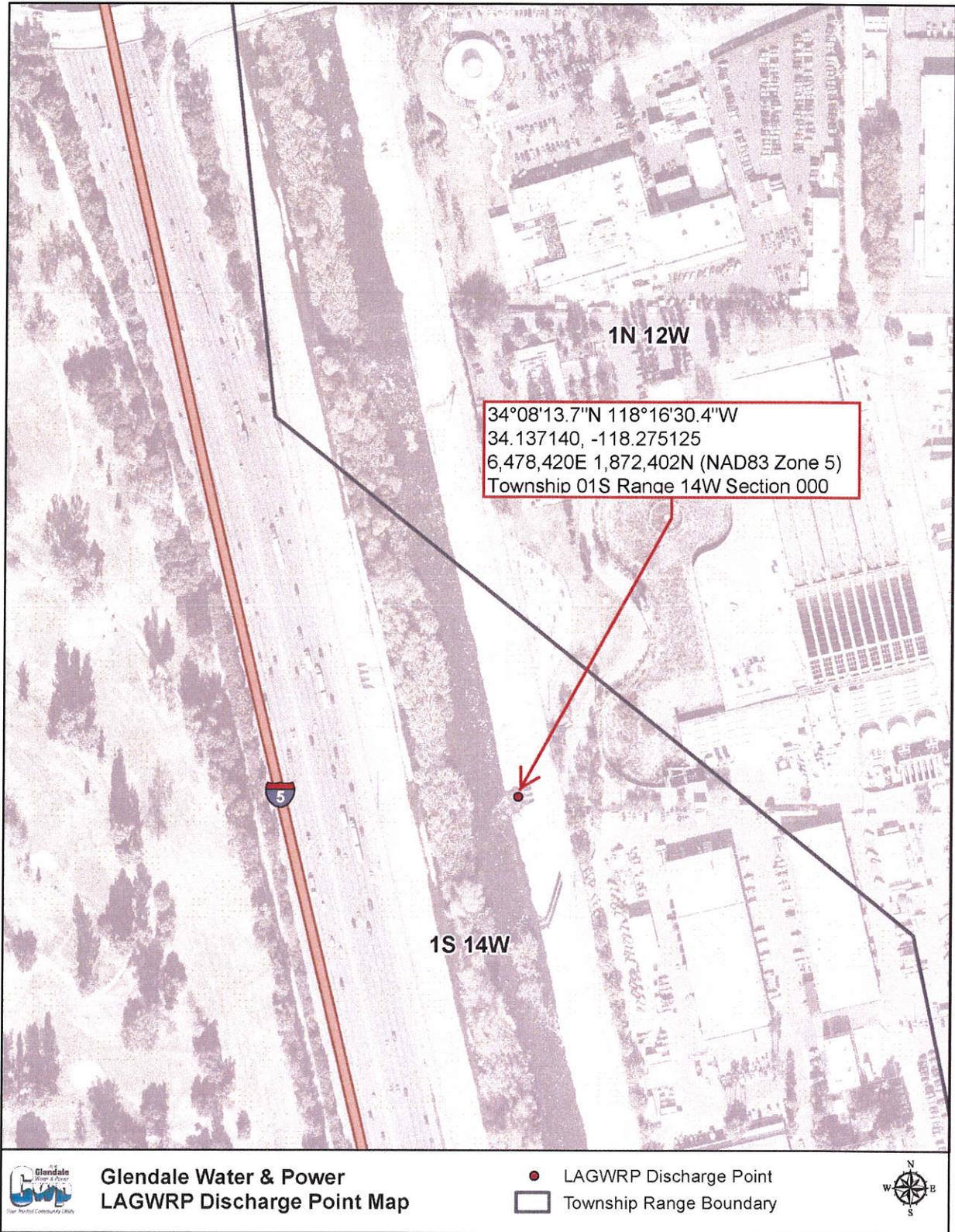
Attachment 3- GWP Recycled Water Usage FY2014-2015

Attachments to Petition for Change and Environmental Information for Petition

GLENDALE RECYCLED WATER ACCOUNTS FISCAL YEAR 2013-14

No.	PROJECT	ADDRESS	ACCOUNT NUMBER	Meter Nos.	CONSUMPTION (ACRE-FEET)												TOTAL
					Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	
VERDUGO SCHOLL PROJECT (B)																	
33	Parks & Recreation	815 E Colorado Street	31492805-00	61549	0.67	0.59	0.50	0.14	0.13	0.13	0.26	0.25	0.20	0.02	0.13	0.14	3.17
34	Colorado Street Irrigation	1311 E Colorado Street	10512470-00	70907	0.06		0.08		0.18		0.13		0.11		0.07		0.63
35	City of Glendale (Sidewalk Irrigation)	1401 E Colorado Street	10511248-00	70908	0.06		0.17		0.20		0.24		0.20				0.87
36	Calltrans (2 - meters)	1970 E Glencaks Boulevard (E/S,W/S 12)	10661215-00	44497 52809					2.84		0.25		0.49			0.44	4.02
37	Calltrans	406 N Verdugo Road (at Chevy Chase Dr)	10915398-00	652086	15.20		14.69		4.80		4.50		2.44			2.32	43.96
38	Calltrans	709 Howard Street (at Monterey Road)	11621385-00	43596	2.69		4.92		5.59		2.76		3.84		1.45		21.25
39	Parks & Recreation	741 S Brand Boulevard (Median)	10228900-00	52431	0.69		1.00		0.97		0.79		0.46		0.41		4.32
40	Calltrans (206319350)	2000 E Chevy Chase Drive (at Harvey)	20613615-00	41638													0.00
41	Montecito Park	2978 N Verdugo Road (at Spart)	21026940-01	53396		0.07		0.06		0.04	0.04	0.07	0.04	0.01		0.02	0.36
42	Parks & Recreation	3220 N Verdugo Road/Median/ La Crescenta Avenue *OPP	21130300-00	53121		0.80		1.29		1.35	1.35	2.67	1.35	0.86		1.31	10.97
43	Parks & Recreation	3021 N Verdugo/Canada Median	21452650-00	53107		0.17		0.16		0.16	0.16	0.27	0.16	0.04		0.10	1.21
44	Parks & Recreation	Verdugo/Canada (South) Overpass	21615900-01	53252						0.00	0.00	0.00	0.00				0.00
45	Parque Vaquero	1285 N Verdugo Road	21680110-00	61564	0.25	0.34		0.25		0.13	0.13	0.29	0.13	0.05		0.04	1.62
46	Parks & Recreation	701 N Glendale Avenue (Median)	21888594-00	53133		0.71		0.60		0.44	0.44	0.78	0.44	0.20			4.18
47	Civic Auditorium	1401 N Verdugo Road	31091125-00	51838	0.47	0.88	0.57	0.48	0.60	0.40	0.61	0.74	0.29	0.14	0.31	0.43	5.91
48	Sports Complex	2200 Fern Lane	31091370-00	71345	2.58	3.10	2.78	2.35	2.05	0.74	0.77	1.74	0.70	0.56	2.00	2.39	21.76
49	Adult Recreation Center	201 E Colorado Street	31092175-00	51836	0.91	0.97	1.15	0.89	1.19	0.43	0.51	0.70	0.13	0.18	0.45	0.71	8.23
50	Glencaks Park	2531 E Glencaks Boulevard	31092325-00	53119	0.53	0.69	0.58	0.74	0.82	0.42	0.66	0.87	0.30	0.44	0.58	0.37	7.01
51	Parks & Recreation - Scholl Canyon Park / Lower Scholl Canyon PS	2849 E Glencaks Boulevard	31092375-00	52444	1.28	1.38	1.29	1.29	0.77	0.51	0.59	1.22	1.16		1.63	0.84	11.96
52	Scholl Canyon Ballfield	3200 E Glencaks Boulevard	31092600-00	52807	2.02	1.89	2.42	1.93	1.27	0.72	1.09	2.16	0.52	0.81	1.31	1.99	18.12
53	Glendale High School	1440 E Broadway	31691142-00	652085	2.43	2.50	2.29	4.10	3.17	1.60	3.69	1.00	1.00	0.68	2.79	2.43	27.67
54	Wilson Junior High School	1220 Monterey Road	31692740-00	652087	0.14	0.01			0.19	0.18	0.44	0.18	0.18	0.13	0.13	0.03	1.61
55	Glendale Adventist Medical Center	1520 E Chevy Chase Drive	31791090-00	77541	1.51	1.29	1.43	1.15	1.18	1.19	1.60	2.18	1.78	0.97	1.24	1.36	16.87
56	Glencaks Elementary School	2015 E Glencaks Boulevard	31791182-00	75639	0.23	0.33	0.45	0.93	0.38	0.09	0.46	0.03	0.03	0.06	0.29	0.15	3.43
57	Glendale Community College (2 - meters)	1500 N Verdugo Road	31891780-00	51835 53614	5.40	2.63		5.22	1.32	1.32	4.98	3.04	1.73	3.07	2.03	2.83	33.56
58	Oakmont Country Club	3100 Country Club Drive	31893000-00	52975	37.52	32.56	50.88	38.84	25.77	9.47	22.54	22.63	31.95	28.39	31.50	44.34	376.38
59	Central Library	222 E Harvard Street	32093752-00	51989 51996	0.74	0.60	0.70	0.65	0.91	0.08	0.23	0.25	0.18	0.16	0.30	0.33	5.12
60	Armory - State of California	220 E Colorado Street	32290830-00	54715	0.12	0.13	0.10	0.11	0.12	0.12	0.23	0.22	0.22	0.09	0.09	0.10	1.65
61	Scholl Canyon Golf Course	3800 E Glencaks Boulevard	33093165-01	54713	18.69	23.04	19.07	20.82	13.11	9.74	16.09	15.78	5.62	6.90	13.78	21.24	183.88
62	Upper Scholl Recycled Water P.S.	3798 E Glencaks Boulevard	33093180-01 50019056-00	53116 53117 43171911	0.55	0.38	0.07	0.11		0.10	0.16	0.20	0.11	0.20	0.11	0.87	2.86
63	LA County Sanitation District - Scholl Canyon Landfill	2847 E Glencaks Boulevard	50008944-00	52808		13.38	12.39	21.17	7.62	7.62	12.04	15.27	6.32	3.07	8.77	15.65	123.30
64	City of Glendale - Public Works	3798 E Glencaks Boulevard	50008945-00	80047							0.01						0.01
65	City of Glendale - Public Works	3798 E Glencaks Boulevard	50009170-00	46349								0.74					0.74
66	City of Glendale - Public Works	1926 Fern Lane	50005823-00	74167		0.01	0.02	0.02	0.01	0.01	0.02	0.02	0.01	0.01	0.01	0.01	0.14
67	Colson & Colson G C Inc (Glendale Retirement)	1551 E Chevy Chase Drive	50008949-00	81966	0.11	0.11	0.12	0.11	0.38	0.11	0.21	0.25	0.22	0.10	0.15	0.15	2.03
68	Americana at Brand LLC	233 S Brand Boulevard	50009495-00	88293	0.17	2.25		1.69	0.59	0.59	1.65	0.59	0.53	0.92		0.87	9.86
69	City of Glendale - Neighborhood	870 Monterey Road	50010690-00	91283	0.06	0.04	0.05	0.03	0.02	0.01	0.02	0.02	0.02	0.02	0.03	0.05	0.38
70	City of Glendale / CCBG	527 Monterey Road	50012892-00	91751	0.12	0.00	0.09		0.07		0.02		0.00		0.00		0.30
	Carr Park	1615 E Colorado Street	0	0													0.00
	Less Make-up Water (Potable)	To Glendale and Fern Ln RW Tanks	VERDUGO SCHOLL PROJECT (B)			0.44					0.02						0.47
	Less Make-up Water (Potable)	To Glendale Recycled Tank	VERDUGO SCHOLL PROJECT (B)			0.17		16.61				2.99	2.22	2.90	0.25		25.14
			(B) Acre Feet		95.24	90.82	117.81	105.13	76.25	37.71	79.67	74.15	62.63	48.06	72.32	99.34	959.32
			(A's) + (B) Total Usage -Acre Feet		134.41	203.49	186.55	271.79	202.81	109.63	202.91	208.17	107.31	87.27	162.06	189.76	2,066.17

Attachment 4 – Point of Discharge Map



Attachment 5 – Pasadena Non-Potable Water Project Draft and Final Environmental Impact Report and Glendale 2016 Water Master Plan

Available upon request. Please contact Patricia Fernandez at patricia.fernandez@waterboards.ca.gov or (916) 319-9141.

Attachment 7 – Joint Powers Agreement

AMENDMENT NO. 1

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
THE CITY OF GLENDALE TO PROVIDE FOR
OPERATION AND MAINTENANCE OF THE
LOS ANGELES-GLENDALE WATER RECLAMATION PLANT

This Amendment No. 1 to the "Joint Powers Agreement Between the City Of Los Angeles And The City Of Glendale To Provide For Operation And Maintenance Of The Los Angeles-Glendale Water Reclamation Plant" ("1973 JPA") (Los Angeles Contract Number 42257) related to the operation, maintenance, upgrade and improvement of the Los Angeles-Glendale Water Reclamation Plant (the "Plant") dated 1973, is made and entered into this day of July 3, 2003 by and between the City of Glendale, a California Municipal Corporation ("Glendale") and the City of Los Angeles, a California Municipal Corporation ("Los Angeles"), collectively, the "Parties."

WHEREAS, on September 25, 1970, the Parties entered into the "Joint Powers Agreement Between The City of Los Angeles and The City Of Glendale To Provide For Engineering And Architectural Services For The Preparation Of Plans And Specifications For Stage I Of The Glendale-Los Angeles Water Reclamation Plant" ("1970 JPA"); and

WHEREAS, in said 1970 JPA, the Parties agreed: (a) that the Parties plan to share equally and jointly in the cost of physical plant and ownership of the inflow capacity and plan to share the operation and maintenance costs of the Plant on an equal basis; (b) that Glendale conveyed its fee interest of approximately 17 acres in said land to Los Angeles by grant deed for the sole purpose of constructing, operating and maintaining the Plant and in the event the land should ever cease to be used for a water reclamation plant, within 12 months of said date, Los Angeles shall convey an undivided one-half (1/2) interest in the land to Glendale; and (c) that Glendale and Los Angeles are joint and equal partners in the ownership of the reclaimed water produced by the Plant and each city has rights to one-half of the reclaimed water before its lawful discharge into the Los Angeles River and said rights are held to be separate and independent of the rights to wastewater treatment capacity and may be separately conveyed in title; and

WHEREAS, on February 28, 1973, the Parties entered into the 1973 JPA in order to set forth the Parties' respective duties and responsibilities regarding operation and maintenance of the Plant; and

WHEREAS, beginning in 1999, Los Angeles entered into agreements with other entities in the region for conveyance, treatment and disposal of wastewater services in a manner that proportionally shares in the operation, maintenance and capital costs for said services as calculated by measuring discharge in terms of flow and strength in an amalgamated system as described in said agreements (the "Amalgamation Agreement"); and

WHEREAS, Los Angeles proposes to enter into the Amalgamation Agreement with Glendale by which a portion of the Plant would be considered to be in said amalgamated system as set forth in the Amalgamation Agreement; and

WHEREAS, Glendale desires to enter into said Amalgamation Agreement under the terms and conditions set forth therein; and

WHEREAS, concurrent with Glendale entering into said Amalgamation Agreement, it will be necessary to amend the 1973 JPA in order to accommodate the terms and conditions of the Amalgamation Agreement and provide consistency therewith; and

WHEREAS, the Parties acknowledge and agree to make best efforts to negotiate and execute, within two years from the effective date of this Amendment No. 1, a replacement agreement or a second amendment to the 1973 JPA to further clarify the duties and responsibilities for operation and maintenance of the Plant; and

WHEREAS, this Amendment No. 1 shall not be deemed an abrogation of the 1970 JPA.

NOW, THEREFORE, the parties agree as follows:

- (1) The Parties hereby acknowledge and ratify the terms of the 1970 JPA except Paragraph 12 therein which is deemed by the Parties to be superseded by Section IX.A of the Amalgamation Agreement, as defined herein.
- (2) The 1973 JPA is hereby amended as follows:

- a. Paragraph I shall be amended to add the definitions of "Amalgamation Agreement," "Amalgamated System," "Amalgamated System Sewerage Facilities Charge," "Flow Year," "MGD-Miles" and "Strength" to read as follows:

"Amalgamation Agreement" means that certain agreement between Los Angeles and Glendale for the conveyance, treatment and disposal of wastewater providing for the discharge of wastewater from Glendale to Los Angeles' wastewater treatment and collection system, including the discharge of sludge from Glendale's portion of the Plant and for Glendale's payment to Los Angeles for conveying, treating and disposing of Glendale's wastewater discharges.

"Amalgamated System" means that portion of the Los Angeles Wastewater Treatment and Collection System providing service to Glendale, as further defined in the Amalgamation Agreement. The Amalgamated System does not include the portion of the Plant the costs of which are paid by the City of Glendale.

"Amalgamated System Sewerage Facilities Charge" or "ASSFC" means the charge, as determined in Section II.C.3 of the Amalgamation Agreement, levied on new or expanding dischargers to recover the full cost of constructing Amalgamated System capacity to accommodate the anticipated increase in wastewater discharge.

"Amalgamated System Sewerage System Charge" or "ASSSC" means the charge levied on an entity to recover that entity's proportionate share of the net amalgamated system expenses as set forth in the Amalgamation Agreement.

"Flow Year" means the fourth quarter of one Fiscal Year and the first three quarters of the next Fiscal Year. The designation of the Flow Year (e.g. 1998-99) shall be the same as that of the Fiscal Year from which the three quarters are utilized.

"MGD-Miles" means the product of the quantity of flow of an area of Los Angeles, Glendale or other entity discharging wastewater to the Amalgamated System and the distance between the point of discharge of that

area of Los Angeles, Glendale or other entity into the Amalgamated System and the point(s) of treatment as more fully described in the Amalgamation Agreement.

"Strength" means the parameters of biochemical oxygen demand and suspended solids as defined in the Amalgamation Agreement and as same may be amended.

- b. Paragraph I, shall be amended to remove the definitions of "Connecting Sewer," "Excess Flow," "Hyperion Plant," and "Plant Influent."
- c. Paragraph I, shall be amended to revise the definitions of "Operation and Maintenance Costs," "Overhead," "Product Water," and "Plant Waste" to read as follows:

"Operation and Maintenance Costs" with respect to the Plant means any funds expended each Fiscal Year in connection with operation, maintenance, upkeep, repair, improvement, alteration, renewal and replacement of said Plant less any revenue or income derived from the sale of by-products other than reclaimed water. The costs for or in connection with the aforesaid items shall include the cost of all tools, equipment, labor, supplies, materials, appliances, power, fuel, utilities, engineering and inspection, and all overhead connected therewith.

"Overhead" means those costs which are applicable to productive activities generally but not chargeable to specific projects or activities. Overhead which totals 37.85 percent for the Bureau of Sanitation of Los Angeles will be applied to the Direct Labor Costs of the Operation and Maintenance of the Plant and 83.17 percent for the Bureau of Engineering of Los Angeles will be applied to the Direct Labor Costs of engineering and administration. The above percentages are subject to review at intervals of not less than two years for the purpose of revising the rates to reflect any cost adjustments. The costs of administration, management and support activities as part of the Amalgamated System Expenses pursuant to Section II.B.2 of the Amalgamation Agreement are not included in this definition.

"Reclaimed Water" means that treated portion of sewage to be discharged from the Plant for distribution to Glendale and Los Angeles for their reuse or their disposal.

"Plant Waste" means solids captured in the primary sedimentation process, solids wasted from the activated sludge process, skimmings, and wash water, together with treated or untreated sewage and other wastes discharged from the Plant into the Amalgamated System for transportation, treatment and disposal.

- d. Paragraph II, subsection C shall be amended to read as follows:

C. Capital Costs

Should Los Angeles determine that additional Capital Costs are required in order for the Plant to function properly, upon mutual agreement by both parties, Los Angeles shall be permitted to make such capital expenditures.

- e. Paragraph IV, Subsection C shall be amended to read as follows:

C. Plant Capacity Operation

Los Angeles shall regulate the Plant to operate at all times at Plant capacity as defined herein. The Parties agree to renegotiate this subsection of the 1973 JPA due to potential regulatory and NPDES permit requirements affecting the operational capacity of the Plant. This renegotiation shall take place as part of the "best efforts" negotiation of a replacement JPA contemplated by the recitals of this amendment.

- f. Paragraph IV, Subsections D and F shall be removed.
- g. Paragraph IV, Subsection E shall be renumbered and amended to read as follows:

D. Right of Glendale to Discharge Plant Waste into the Amalgamated System

Glendale, as part owner of the Plant, shall be permitted to discharge its proportional share of the Plant Waste into the Amalgamated System.

- h. Paragraph V, Subsections A and B shall be removed.
- i. Paragraph V, Subsection C shall be renumbered and amended to read as follows:

A. Allocation of Costs for Flow Determination

The cost of measurement of combined flow at the Plant will be treated as Plant cost and shared in the same manner as other Plant costs.

- j. Paragraph VI shall be amended to read as follows:

- A. Operation and Maintenance Charge for the Plant.
Glendale shall pay to Los Angeles annually its share of the operation and maintenance costs of the non-Amalgamated System portion of the Plant for each Fiscal Year, charged to Glendale pursuant to this agreement, Glendale's share shall be determined as follows:

$$\text{Glendale's Share} = [(O\&M_0) + \sum(O\&M_{\text{Strength}} \times D_{\text{Strength}}/TD_{\text{Strength}})]/2,$$

where:

$O\&M_0$ = The total operation and maintenance costs of the Plant for the Fiscal Year, which are allocated to flow using the same method as used to allocate Amalgamated System costs in Section III.A.1.a of the Amalgamation Agreement;

$O\&M_{\text{Strength}}$ = The total operation and maintenance costs of the Plant for the Fiscal Year, which are allocated to each Strength parameter using the same method as used to allocate Amalgamated System costs in Section III.A.1.a of the Amalgamation Agreement;

D_{Strength} = The quantity that Glendale contributes, for each Strength parameter, to

the Strength loading of the non-Amalgamated System portion of the Plant during the Fiscal Year;

$TD_{Strength}$ = The total Strength loading, for each Strength parameter, of the non-Amalgamated System portion of the Plant during the Fiscal Year.

B. Payment

1. On or before the first day of February of each Fiscal Year, Los Angeles shall submit to Glendale a preliminary invoice for estimated charges for Operation and Maintenance of the Plant and charge for Contract Administration, as such are applicable for that Fiscal Year. The amounts of such estimated charges for each Fiscal Year, after expiration of the first full Fiscal Year that this agreement is in effect, shall be identical to the total amounts billed on the final invoice for sewage treatment and disposal and for sewage transportation for the preceding Fiscal Year. On or before the first day of March, immediately following the aforesaid preliminary billing, the estimated charges shall be paid by Glendale to Los Angeles.

2. On or before the first day of February after the close of a Fiscal Year, Los Angeles shall submit a final invoice to Glendale for the final charges for operation and Maintenance of the Plant and charge for Contract Administration, as such were applicable for that Fiscal Year. The final invoice shall account for the advance payment made under the preliminary invoice for that Fiscal Year. Within 30 days after the date of the final invoice, the payment or refund set forth in said invoice shall be made.

k. Paragraph VII, Subsection A shall be amended to read as follows:

A. Glendale will comply and will require all persons, public agencies, firms, or corporations within its territorial boundaries or using any Glendale sewers tributary to the Amalgamated System and the Plant, to

comply with all standards adopted by Los Angeles relative to the quality of sewage permitted to be discharged into the Amalgamated System, and will adopt and enforce such regulations as may be necessary.

(3) All other provisions, requirements, terms and conditions of 1973 JPA shall remain in full force and effect.

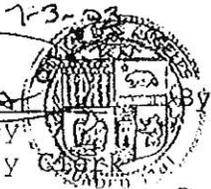
IN WITNESS WHEREOF, Glendale and Los Angeles have caused this Amendment No. 1 to the 1973 JPA related to the operation, maintenance, upgrade and improvement of the Los Angeles-Glendale Water Reclamation Plant ("Reclamation Plant") to be executed by their duly authorized representatives on this 3 day of July, 2003.

CITY OF LOS ANGELES

ATTEST:

By:

J. Michael Carey
J. Michael Carey
Los Angeles City Clerk



By:

James K. Hahn
James K. Hahn, Mayor
JUN 30 2003

Date: _____

Approved as to Form:

Rockard J. Delgadillo
Los Angeles City Attorney

By:

Christopher M. Westhof
Christopher M. Westhof
Assistant City Attorney

CITY OF GLENDALE

By:

James E. Starbird
James E. Starbird
City Manager

Date: 2003

Approved as to Form:
Scott H. Howard
City Attorney

By: Christina R. Sansone
Christina R. Sansone
Sr. Assistant City Attorney

STATE WATER RESOURCES CONTROL BOARD
DIV. OF ENVIRONMENTAL RIGHTS
SACRAMENTO
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