



# City of Oceanside Sewer System Management Plan

2021 Sewer System Management Plan Update

*Oceanside, CA*

April 22, 2021



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## Contents

Introduction.....	1
Purpose.....	1
Regulatory Background.....	1
System Overview.....	2
1    Goal.....	1-1
1.1    Program Goals.....	1-1
1.2    Program Operational Objectives.....	1-1
2    Organization.....	2-1
2.1    Regulatory Requirements.....	2-1
2.2    Authorized Representatives.....	2-1
2.3    Sewer System Management Plan Program Organization.....	2-2
2.4    Sanitary Sewer Overflow Chain of Communications.....	2-4
3    Legal Authority.....	3-1
3.1    Regulatory Requirements.....	3-1
3.2    Description of Legal Authorities.....	3-1
3.3    Agency Agreements.....	3-5
4    Operation and Maintenance Program.....	4-1
4.1    Regulatory Requirements.....	4-2
4.2    Mapping.....	4-3
4.3    Preventative Maintenance.....	4-6
4.4    Computerized Maintenance Management System.....	4-10
4.5    Condition Assessment and Rehabilitation and Replacement Planning.....	4-11
4.6    Training.....	4-13
4.7    Vehicles, Equipment, and Parts Inventory.....	4-14
5    Design and Performance Provisions.....	5-1
5.1    Regulatory Requirements.....	5-1
5.2    Design and Construction Standards and Specifications.....	5-1
5.3    Inspection and Testing of New and Rehabilitated Sewer Infrastructure.....	5-3
6    Overflow Emergency Response Plan.....	6-1
6.1    Regulatory Requirements.....	6-1
7    Fats, Oils, and Grease Control Program.....	7-1
7.1    Regulatory Requirements.....	7-1
7.2    Fats, Oils, and Grease Public Outreach Program.....	7-1
7.3    Plan and Schedule for Disposal of Fats, Oils, and Grease.....	7-3
7.4    Fats, Oils, and Grease Program Legal Authorities.....	7-3
7.5    Fats, Oils, and Grease Program Requirements.....	7-4
7.6    Fats, Oils, and Grease Control Program Resources.....	7-7
7.7    Sewer System Maintenance Program for Fats, Oils, and Grease.....	7-7

7.8	Preventive and Source Control Measures.....	7-8
8	System Evaluation and Capacity Assurance Plan.....	8-1
8.1	Regulatory Requirements.....	8-1
8.2	System Evaluation.....	8-1
8.3	Design Criteria.....	8-3
8.4	Capacity Enhancement Measures.....	8-4
8.5	Capital Improvement Program Schedule.....	8-7
9	Monitoring, Measurement, and Program Modifications.....	9-1
9.1	Regulatory Requirements.....	9-1
9.2	Maintenance of Information Used to Prioritize Activities.....	9-1
9.3	Measuring Program Effectiveness and Monitoring Program Implementation.....	9-1
9.4	Assessing Preventative Maintenance Program Success.....	9-4
9.5	Sewer System Management Plan Program Updates.....	9-4
10	Sewer System Management Plan Program Audit and Updates.....	10-1
10.1	Regulatory Requirements.....	10-1
10.2	Sewer System Management Plan Program Audit Process.....	10-1
10.3	Audit Implementation and Tracking of Results.....	10-2
10.4	Sewer System Management Plan Update Process.....	10-2
11	Communication Program.....	11-1
11.1	Regulatory Requirement.....	11-1
11.2	Communications with Public.....	11-1
11.3	Communications with Neighboring and Tributary Systems.....	11-3
12	Attachments.....	12-1

## Tables

Table 2-1.	City Staff Responsible for Implementation of Sewer System Management Plan.....	2-2
Table 2-2.	Narrative Description of Responsibilities of Key Positions Responsible for Sewer System Management Plan Implementation.....	2-4
Table 3-1.	City Code and Design and Construction Manual References.....	3-2
Table 8.1.	Projected Wastewater Flows.....	8-2
Table 8.2.	Maximum Flow Depth Criteria.....	8-3
Table 8.3.	Design Sewage Generation Rates.....	8-3
Table 8-4.	Proposed Capacity Project Improvements.....	8-5
Table 9-1.	Summary of Sewer System Management Plan Elements and Associated Performance Indicators Used to Track Program Effectiveness and Implementation.....	9-2
Table 9-2.	Potential Actions to Address or Mitigate Impacts of Sewer Overflows.....	9-5
Table 10-1.	Sewer System Management Plan Audit and Update Schedule.....	10-2
Table 12-1.	List of Attachments.....	12-2



## Figures

Figure ES-1. Sanitary Sewer Network .....	2
Figure 2.1. Sanitary Sewer Overflow Chain of Communication (Working Hours) .....	2-5
Figure 2.2. Sanitary Sewer Overflow Chain of Communication (After Hours) .....	2-5
Figure 4-1. Sanitary Sewer Network Geographical Information System Map .....	4-4
Figure 4-2. Data Review and Correction Categories .....	4-5
Figure 11-1. Neighboring Agencies and Tributary Collection Systems .....	11-4

## Abbreviations and Acronyms

Acronym	Meaning
BMP	best management practice
CCTV	closed-circuit television
CIP	Capital Improvement Program
CWEA	California Water Environment Association
City	City of Oceanside
DIP	ductile iron pipe
FOG	fats, oils, and grease
FSE	food service establishment
GIS	Geographical Information System
I/I	infiltration and inflow
LRO	Legally Responsible Official
Lucity	Lucity™ Enterprise Asset Management Software
MGD	million gallons per day
MWD	Municipal Water District
No.	number
O&M	operation and maintenance
OERP	Overflow Emergency Response Plan
PUD	Public Utility District
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SLRWRF	San Luis Rey Water Reclamation Facility
SSMP	Sewer System Management Plan
SSO	sanitary sewer overflow
SWRCB	State Water Resources Control Board
WDR	Waste Discharge Requirement
WWTP	Wastewater Treatment Plant

# Introduction

## Purpose

This Sewer System Management Plan (SSMP) documents the City of Oceanside's (City) plans for properly managing, operating, and maintaining all parts of the City's sewer system; preventing sanitary sewer overflows (SSO); preventing SSOs from reaching waterways; and minimizing and mitigating any adverse impacts from SSOs.

## Regulatory Background

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order Number (No.) 2006-0003-DWQ, Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems (Attachment A1), requiring local public sewer collection system agencies having more than 1 mile of pipeline to develop, implement, and maintain a SSMP. The WDR establishes requirements to prevent SSOs and reduce any impacts of SSOs.

The WDR requires the City to update the SSMP every 5 years and require recertification by City Council when significant updates are made. The WDR also requires the City to conduct an internal audit of the SSMP at least once every 2 years to identify deficiencies, along with steps to correct identified deficiencies.

On February 14, 2007, the San Diego Regional Water Quality Control Board (RWQCB) adopted Order No. R9-2007-0005, WDR for Sewage Collection Agencies in the San Diego Region. This order prohibits the discharge of sewage from a sanitary sewer system at any point upstream of a sewage treatment plant and requires additional monitoring and reporting requirements beyond those included in SWRCB Order No. 2006-003-DWQ. Order No. R9-2007-0005 is included in Attachment A2.

On August 6, 2013, the SWRCB amended Order No. 2006-003-DWQ by adopting Order No. WQ 2013-0058-EXEC, which modifies the monitoring and reporting requirements in the original order. Order No. WQ 2013-0058-EXEC is included in Attachment A3.

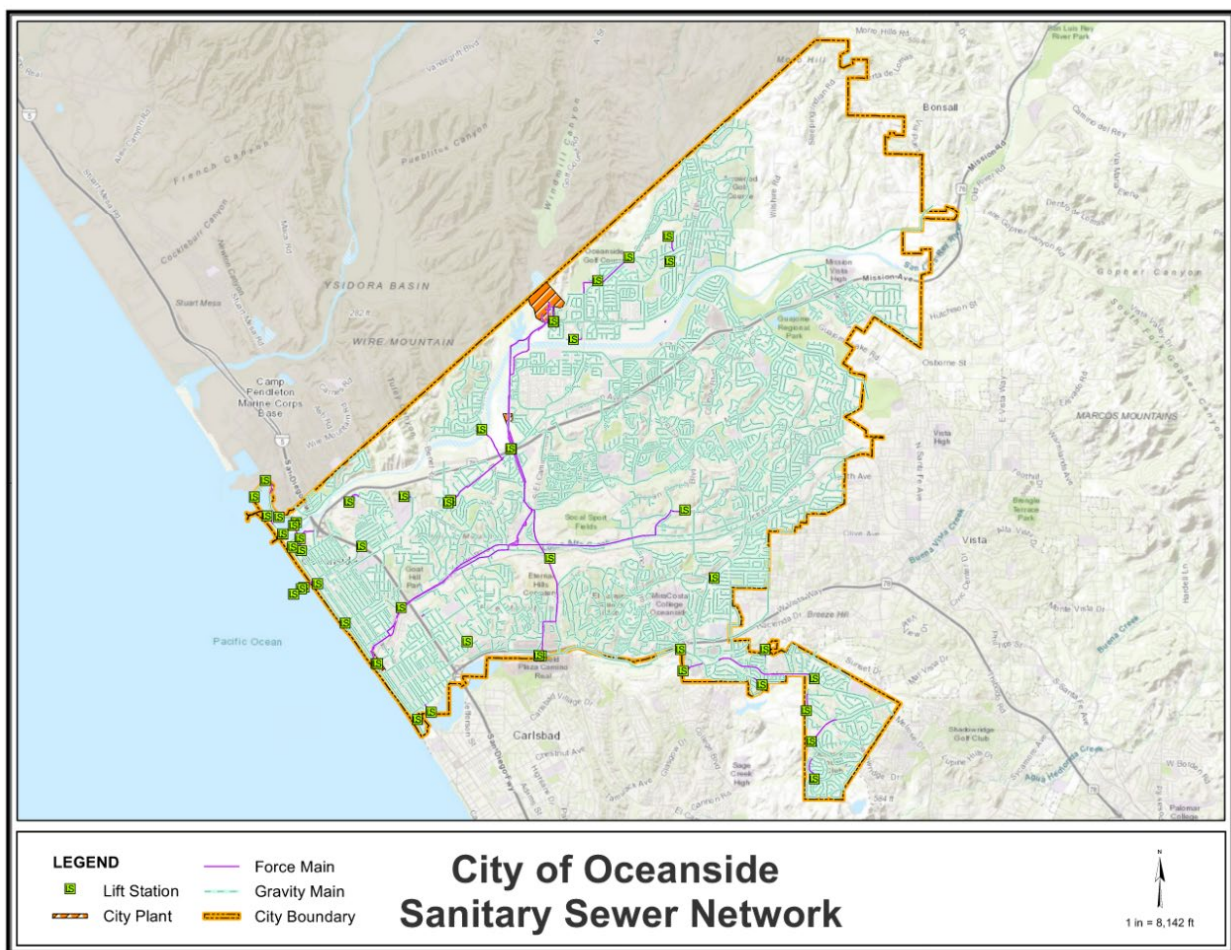
## System Overview

The City's sewer service areas encompass approximately 42 square miles, which roughly coincides with the City boundary<sup>1</sup>. The elevations range from sea level to over 700 feet. The City has a current population of approximately 176,000.

The City's sanitary sewer network, illustrated on Figure ES-1, consists of approximately:

- 475 miles of gravity sewer pipelines
- 38 miles of force mains
- 32 lift stations

Figure ES-1. Sanitary Sewer Network



<sup>1</sup> The Morro Hills community in the northeastern part of the City uses septic systems and does not have any sewer infrastructure.

In addition, wastewater from some areas of the City of Vista-Buena Sanitation District and all flows from the Rainbow Municipal Water District (MWD) are conveyed by gravity into the City's system. Wastewater is treated at the City's two wastewater treatment plants (WWTP): La Salina WWTP and the San Luis Rey Water Reclamation Facility (SLRWRF). Treated wastewater is discharged into the Pacific Ocean via the City's Ocean Outfall. Treated wastewater from the La Salina WWTP is conveyed to the Ocean Outfall via the La Salina WWTP Land Outfall. Treated wastewater from the SLRWRF is conveyed to the Ocean Outfall via the SLRWRF Land Outfall. The Fallbrook Public Utility District (PUD) and Camp Pendleton also discharge treated wastewater and brine through the Ocean Outfall.

A small portion of the City's wastewater is conveyed to the Vista-Carlsbad Interceptor through the Encina Bypass. This wastewater flow is conveyed to Encina Water Pollution Control Facility for treatment and disposal.

### Gravity Sewer System

The City's gravity sewer system consists of approximately 475 miles of pipelines ranging in diameter from 4 inches to 42 inches. The sewer pipelines are comprised of a variety of pipeline materials, including cast iron, ductile iron pipe (DIP), steel, polyvinyl chloride, and vitrified clay pipe.

### Force Mains

The City has approximately 38 miles of force main pipelines ranging in diameter from 3 inches to 42 inches. The force main pipelines are comprised of a variety of pipeline materials, including asbestos cement, cast iron, concrete cylindrical pipe, centrifugally cast fiberglass reinforced polymer mortar pipe, DIP, high density polyethylene, polyvinyl chloride, and steel.

### Lift Stations

The City owns and operates 32 active sewer lift stations and is in the process of constructing three new lift stations that will become operational in the near future.

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# 1 Goal

The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the City's sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that occur.

## 1.1 Program Goals

The City's sewer program goals, in alignment with City and Water Utilities Department strategic goals and objectives, are to:

- Provide a plan and schedule to properly manage, operate, and maintain all parts of the City's sewer system
- Minimize the frequency and prevent SSOs, especially to waterways
- Minimize and mitigate any adverse impacts of SSOs
- Provide adequate capacity to convey peak wastewater flows associated with the design storm events
- Comply with all regulatory requirements related to the sewer system

## 1.2 Program Operational Objectives

The City's operational objectives to prevent SSOs are as follows:

### **Sewer Cleaning Objectives**

- Perform routine cleaning, including 18 inches in diameter and smaller gravity sewer mains every 2.5 years; clean some larger mains on this frequency when practicable
- Perform cleaning in the downtown area every year, including 18 inches in diameter and smaller gravity sewer mains; clean some larger mains on this frequency when practicable
- Perform more frequent preventative maintenance cleaning of "hot spot" areas for 18 inches in diameter and smaller gravity sewer mains on a 1-month, 3-month, 6-month, and 12-month cycle depending on the needs
- Perform cleaning on gravity sewer mains larger than 18 inches in diameter when practicable by City crews. The City also issues contracts for cleaning of gravity sewer mains larger than 18 inches in diameter when needed.

### **Sewer Inspection Objectives**

- Perform closed-circuit television (CCTV) inspection on pipe segments known to have recurring maintenance issues to determine the nature and source of the issue
- Perform approximately 10,000 linear feet of CCTV inspection monthly using City CCTV crews
- Inspect manholes during gravity sewer main cleaning

- Implement industry leading high-resolution inspection technologies and approaches when practicable to assess force mains

**Lift Station Operational Inspections**

- Perform routine operational inspections at critical sewer lift stations every day
- Perform routine operational inspections at noncritical sewer lift stations at least every other day

## 2 Organization

This chapter describes the City's SSMP Program organization and identifies the City's authorized representative and key staff responsible for the implementation and development of the SSMP. This chapter also identifies the chain of communication for responding to and reporting an SSO.

### 2.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.ii – Organization* requires the SSMP to have an organization section with the following information:

- a. *The name of the responsible or authorized representative as described in Section J of the order.*
- b. *The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP Program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation.*
- c. *The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the SWQCB and RWQCB and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, RWQCB, and/or California State Emergency Management Agency [now California Office of Emergency Services]).*

### 2.2 Authorized Representatives

The City has identified multiple authorized representatives to ensure at least one authorized representative is always available.

#### **Primary Authorized Representative**

Jeremy Kemp, Collections Supervisor

760-435-5842 (office), [jkemp@oceansideca.org](mailto:jkemp@oceansideca.org) (email)

#### **Secondary Authorized Representatives**

Martin Popma, Water Utilities Division Manager

760-435-5948 (office), [mpopma@oceansideca.org](mailto:mpopma@oceansideca.org) (email)

Lori Rigby, Compliance Officer

760-435-5912 (office), [lrigby@oceansideca.org](mailto:lrigby@oceansideca.org) (email)

Mike Dumas, Senior Utility Worker

760-435-5870 (office), [mdumas@oceansideca.org](mailto:mdumas@oceansideca.org) (email)

## 2.3 Sewer System Management Plan Program Organization

The Water Utilities Department is responsible for providing water and wastewater service in the City. Within the Water Utilities Department, several groups are involved with implementation of the SSMP Program, including Sewer Collections (Collections), Compliance, Facilities Maintenance, Capital Projects, Geographic Information System (GIS), Engineering, Inspection, Supervisory Control and Data Acquisition (SCADA), Laboratory, and Water Field Maintenance.

Table 2-1 lists the contact information of City staff responsible for implementing SSMP elements or measures. Table 2-2 provides a narrative description of the SSMP Program responsibilities for the key staff responsible for implementing specific measures of the SSMP listed in Table 2-1.

<b>Table 2-1. City Staff Responsible for Implementation of Sewer System Management Plan</b>			
<b>SSMP Element</b>	<b>Job Title</b>	<b>Responsible Person</b>	<b>Email</b>
Introduction	Compliance Officer	Lori Rigby	lrigby@oceansideca.org
Goals	Water Utilities Division Manager	Martin Popma	mpopma@oceansideca.org
Organization	Water Utilities Division Manager	Martin Popma	mpopma@oceansideca.org
Legal Authorities	Water Utilities Director	Cari Dale	cdale@oceansideca.org
O&M Program – Mapping	GIS Supervisor	Saeid Noori Bushehri	snooribushehri@oceansideca.org
O&M Program – Preventive and Corrective Maintenance	Utility Supervisor	Jeremy Kemp	jkemp@oceansideca.org
O&M Program – Rehabilitation Planning	Principal Water Engineer	Lindsay Leahy	lleahy@oceansideca.org
Design and Performance Provisions	Principal Water Engineer	Lindsay Leahy	lleahy@oceansideca.org
OERP	Utility Supervisor	Jeremy Kemp	jkemp@oceansideca.org
FOG Control Program	Compliance Officer	Lori Rigby	lrigby@oceansideca.org



**Table 2-1. City Staff Responsible for Implementation of Sewer System Management Plan**

SSMP Element	Job Title	Responsible Person	Email
System Evaluation and Capacity Assurance Plan	Principal Water Engineer	Lindsay Leahy	lleahy@oceansideca.org
Measurement, Monitoring and Program Modifications	Utility Supervisor	Jeremy Kemp	jkemp@oceansideca.org
SSMP Program Audit	Water Utilities Division Manager	Martin Popma	mpopma@oceansideca.org
Communication Program	Compliance Officer	Lori Rigby	lrigby@oceansideca.org

**Notes:**

FOG=fats, oils, and grease; GIS=Geographic Information System; O&M=operation and maintenance; OERP=Overflow Emergency Response Plan; SSMP=Sewer System Management Plan

**Table 2-2. Narrative Description of Responsibilities of Key Positions Responsible for Sewer System Management Plan Implementation**

Title	Role
Water Utilities Division Manager	Responsible for overseeing the overarching goals and organization of the SSMP and SSMP Program implementation. Responsible for overseeing completion of the biennial SSMP Program audit.
Compliance Officer	Responsible for SSO technical reports associated with Category 1 spills over 50,000 gallons. Responsible for negotiating and ensuring compliance with enforcement action requirements. Responsible for evaluating the effectiveness of the SSMP Program implementation and compliance with WDRs. Responsible for ensuring the 5-year SSMP update. Responsible for managing implementation of the SSMP communication program. Responsible for FOG program BMPs educational outreach; FOG source control inspections and investigations; and FOG source control program enforcement.
Principal Water Engineer	Responsible for management and oversight of sewer system engineering planning, capital program development, sewer system design and capital program delivery.
GIS Supervisor	Responsible for managing updates to sewer system mapping and GIS.
Utility Supervisor	Responsible for implementing the SSMP operations and maintenance program and SSMP training for utility workers. Oversees operations and maintenance of the collection system including sewer cleaning, sewer inspection, sewer repair, lift station inspection, SSO response, and SSO reporting. Responsible for monitoring, measurement and program modifications related to the operations and maintenance program and SSO response activities.
CIP Manager	Responsible for recommending sewer system improvement projects for inclusion into the City's CIP. Responsible for managing the design and construction of those projects.
<p>Notes:</p> <p>BMP=best management practice; CIP=Capital Improvement Program; FOG=fats, oils, and grease; GIS=Geographic Information System; SSMP=Sewer System Management Plan; SSO=sanitary sewer overflow; WDR=Waste Discharge Requirement</p>	

Attachment B1 provides the complete SSMP Program organization chart showing the lines of authority for staff responsible for implementing specific elements or measures of the SSMP Program.

## 2.4 Sanitary Sewer Overflow Chain of Communications

Figure 2.1 illustrates the primary chain of communication from receipt of a complaint, or other information indicating a potential sewer overflow, to notification and reporting of the SSO event by the City's Legally Responsible Official (LRO) during normal working hours (6:30 a.m. to 4:00 p.m., Monday through Thursday and 6:30 a.m. to 3:00 p.m. on Friday). Figure 2.2 illustrates the chain of communication outside of normal working hours. Refer to Chapter 6, Overflow Emergency Response Plan (OERP), for detailed SSO response and reporting procedures.

**Figure 2.1. Sanitary Sewer Overflow Chain of Communication (Working Hours)**



*\*The Primary Responder and Duty Phone numbers are in a daily email sheet sent to Oceanside Customer Care and Water Utilities Department employees. City staff assigned to the Duty Phone is the Primary Responder. The Primary Responder is responsible for investigating the complaint or SSO report and initiating spill response procedures, if necessary.*

**Figure 2.2. Sanitary Sewer Overflow Chain of Communication (After Hours)**



*\*The Duty Person is designated in an emergency call list distributed weekly to Police Dispatch. The Duty Person is responsible for investigating the complaint or SSO report and initiating spill response procedures, if necessary.*

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## 3 Legal Authority

This chapter describes the legal authority the City possesses to meet regulatory requirements listed below and describes the existing agreements with other public agencies.

### 3.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.iii – Legal Authority* requires the SSMP to include a section documenting the City’s legal authorities. The City must demonstrate; through sanitary sewer system use ordinances, service agreements, or other legally binding procedures; that it possesses the necessary legal authority to:

- a. *Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), stormwater, chemical dumping, unauthorized debris and cut roots, etc.);*
- b. *Require that sewers and connections be properly designed and constructed;*
- c. *Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;*
- d. *Limit the discharge of fats, oils, and grease (FOG) and other debris that may cause blockages, and*
- e. *Enforce any violation of its sewer ordinances.*

### 3.2 Description of Legal Authorities

The legal authorities governing the wastewater collection system are provided in the Oceanside City Code and the City’s *Water, Sewer, and Reclaimed Water Design and Construction Manual*. The City Code includes ordinances pertaining to sewage connections, fees, rates, and restrictions and is available online at:

[https://www.municode.com/library/ca/oceanside/codes/code\\_of\\_ordinances](https://www.municode.com/library/ca/oceanside/codes/code_of_ordinances)

Relevant City Code and Design and Construction Manual references are included in Table 3-1.

**Table 3-1. City Code and Design and Construction Manual References**

WDR Legal Authority Requirement	Reference
Ability to prevent illicit discharges into the wastewater collection system	City Code, Article X. – Regulation of Discharge into City Sewer System, Section 29.129 to Section 29.154
Ability to require that sewers and connections be properly designed and constructed	City Code, Section 6.8 (Article III. – Plumbing Code) City Code, Section 29.10 – Design and construction of house connections; City Code, Section 29.27 – Design and construction of sewer mains Water, Sewer, and Reclaimed Water Design and Construction Manual, Section 3– Sewer Systems
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the public agency	Not applicable; The City does not own or maintain portions of service laterals City Code, Article II – Sewer Connections, Section 29.12 – Responsibility for installation, maintenance, replacement and permitting Water, Sewer, and Reclaimed Water Design and Construction Manual, Section 3.4 – Laterals
Ability to limit the discharge of FOG and other debris that may cause blockages	City Code, Article IX. – Regulation of Commercial Kitchen Grease Disposal, Section 29.115 to Section 29.128
Ability to enforce any violation of the Enrollee’s sewer ordinances	City Code, Chapter 1 – General Provisions, Section 1.1 to Section 1.15 Section 29.127 – Violations Section 29.127 – Penalties for violation Section 29.150 – Administrative enforcement remedies Section 29.151 – Judicial enforcement remedies Section 29.152 – Supplemental enforcement action
Notes: FOG=fats, oils, and grease; WDR=Waste Discharge Requirement	

### 3.2.1 Prevention of Illicit Discharges

*City Code, Chapter 29 - Sewers and Sewage Disposal, Article X - Regulation of Discharge into City Sewer System* serves as the legal authority to prevent illicit discharges into the City’s sanitary sewer system.

*Section 29.131 – Prohibited Discharge Standards* provides a list of prohibited pollutants, substances, and wastewater. This section of the City Code specifically prohibits users from discharging toxic pollutants or items that can impact collection system operation, such as:

- *Solid or viscous substances in amounts that will cause obstruction of the flow to the publicly owned treatment works resulting in interference; such as, but not limited to,*

*grease, garbage with particles greater than 0.5 inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;*

- *Storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, saltwater swimming pool drainage, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by water utilities director;*
- *Any wastewater containing toxic pollutants in sufficient quantity to, either singly or by interaction with other pollutants, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the publicly owned treatment works, or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the act.*

### 3.2.2 Proper Design and Construction of Sewers and Connections

City Code Section 29.10 and Section 29.27 provides the City with the legal authority to require proper design and construction of the sewer lateral, connection and main:

- *City Code Section 29.10. – Design and construction of house connections: All house connections (sewer laterals) shall be designed and constructed according to City of Oceanside Engineers Manual section 224-30.B.14 through 224-30.10. All pipe and pipe fittings shall conform to the City-approved Plumbing Code [Chapter 6, Article III].*
- *City Code Section 29.27. – Design and construction of sewer mains: All sewer mains shall be designed and constructed according to City of Oceanside Engineers Manual, sections 223-00 and 224-00.*

The City of Oceanside Engineers Manual is now titled as the *Water, Sewer, and Reclaimed Water Design and Construction Manual* and was last updated on August 1, 2017. The manual establishes the procedures and minimum design standards for all documents to be processed through the City, including the proper design and construction of sewer lateral, connections, and mains. Refer to Chapter 5, Design and Performance Provisions, for more information regarding the design and construction manual and key requirements included in the manual to ensure proper design and construction of the sewer lateral, connection, and main.

### 3.2.3 Access to Sewer Laterals for Portions Owned or Maintained by Public Agency

The City does not own or maintain any portions of sewer laterals except for laterals that serve City-owned buildings or properties. The sewer lateral and connection to the mainline is the responsibility of the property owner. Sewer lateral responsibility is clearly indicated in both City Code Section 29.12, as well as in the *Water, Sewer, and Reclaimed Water Design and Construction Manual* Section 3.4.C and Oceanside Standard Drawing S-3.

- *City Code Section 29.12. – Responsibility for installation, maintenance, replacement, and permitting:* The costs for installation, maintenance, replacement, and permitting of sewer house connections (sewer service lateral) as defined in Section 29.1, shall be the responsibility of the property owner.
- *Water, Sewer, and Reclaimed Water Design and Construction Manual, Section 3.4.C:* All sewer laterals are private.
- *Oceanside Standard Drawing S-3:* Sewer lateral including wye connection is property owner's responsibility.

### 3.2.4 Authorities to Limit Discharge of Fats, Oils, Grease and Other Debris

Oceanside City Code provides the City with authorities to limit the discharge of FOG and other debris.

- *City Code Section 29.131.2 – Specific prohibitions* includes the following prohibitions related to discharge of FOG and debris:
  - *Solid or viscous substances in amounts that will cause obstruction of the flow to the publicly owned treatment works resulting in interference; such as, but not limited to, grease, garbage with particles greater than 0.5 inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;*
  - *Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through or any substance that will cause the POTW to violate any disposal permit or the receiving water quality standards.*
- *City Code Section 29.122 – Commercial kitchen prohibitions* includes prohibitions on the discharge of FOG applying to all commercial kitchens:
  - *Disposal of waste cooking oil into drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.*

- *Discharge of any waste including FOG and solid materials removed from the grease control device to the sewer system is prohibited. Grease removed from grease interceptors shall be waste hauled periodically as part of the operation and maintenance (O&M) requirements for grease interceptors.*

Refer to Chapter 7, FOG Control Program, for more information regarding the City's FOG source control program.

### 3.2.5 Ability to Enforce City Code Violations

Chapter 1 – General Provisions and Article IX. - Regulation of Commercial Kitchen Grease Disposal and Article X. - Regulation of Discharge into City Sewer System in Chapter 29 - Sewers and Sewage Disposal of the City Code serve as legal authority for enforcing violations of the City's sewer prohibitions.

- *City Code Section 29.127 – Violations* provides a list of FOG ordinance violations.
- *City Code Section 29.128 – Penalties* describe penalties for violation of the FOG ordinance.
- *City Code Section 29.150. – Administrative enforcement remedies, Section 29.151 – Judicial enforcement remedies, and Section 29.152 – Supplemental enforcement action* describe enforcement of discharge into the City sewer system.

The City's Code enforcement officers issue citations and fines to individuals and businesses found to be noncompliant with City ordinances, including the FOG ordinance. The City Attorney will take additional action if the citations and fines issued by the Code Enforcement officers do not result in the situation being corrected. These actions include termination of discharge permits and/or disconnection from the sewer system, civil penalties, and criminal prosecution.

## 3.3 Agency Agreements

### 3.3.1 Untreated Wastewater Agreements

Untreated wastewater from some areas of the Vista-Buena Sanitation District in the City of Vista (Vista) and all sewerage generated within the Rainbow MWD, which flows by gravity into the City's system, are treated at the SLRWRF. While the City allows flow from these two agencies, the City takes no responsibility for the operation nor maintenance of the satellite collection systems. Each of the other agencies has its own requirements and ordinances that regulate industrial and commercial discharge into the sewer system, including FOG.

The City of Vista and Rainbow MWD can convey an average daily flow up to 2.15 million gallons per day (MGD) and 1.5 MGD of untreated wastewater into the City's system, respectively. In addition, the City of Vista can convey an average daily flow up to 2.15 MGD of untreated wastewater into the Vista system through the Encina Bypass. The legal agreements are presented in Attachment C.

The contact information for Vista and Rainbow MWD are as follows:

**City of Vista**

600 Eucalyptus Avenue

PO Box 1988

Vista, CA 92085

Phone: 760-726-1340

Contact: Elmer Alex

**Rainbow MWD**

3707 South Old Highway 395

PO Box 2500

Fallbrook, CA 92088-2500

Phone: 760-728-1178

Contact: Tom Kennedy

### 3.3.2 Treated Wastewater Agreements

Treated wastewater and brine from the Fallbrook PUD and the United States Marine Corps at Camp Pendleton are discharged into the Pacific Ocean through the City's Ocean Outfall at an average daily flow up to 2.4 MGD and 3.6 MGD, respectively, as specified by legal agreements. The legal agreements are presented in Attachment C.

The contact information for Fallbrook PUD and Camp Pendleton are as follows:

**Fallbrook PUD**

990 East Mission Road

PO Box 2290

Fallbrook, CA 92088-2290

Phone: 760-728-1125

Contact: Jack Bebee

**Camp Pendleton**

Public Works Officer

Marine Corps Base, Box 555013

Camp Pendleton, CA 92055

Phone: 951-375-2658

Contact: John Simpson

## 4 Operation and Maintenance Program

This chapter describes the City's collection system O&M Program, including sewer system mapping; preventative O&M; rehabilitation and replacement; staff training; and inventory of vehicles, equipment, and replacement parts. A summary of key elements of the O&M Program includes the following:

### **Mapping:**

- GIS and Lucity™ Enterprise Asset Management Software (Lucity) are used for electronic mapping on computers and tablets (i.e., iPads). There is a regular process to update the electronic maps when discrepancies are identified. Hardcopy maps are also available but are not updated as frequently.

### **Preventative Maintenance:**

- Perform routine cleaning, including 18 inches in diameter and smaller gravity sewer mains, every 2.5 years. Clean some larger mains on this frequency, when practicable.
- Perform cleaning in the downtown area every year, including 18 inches in diameter and smaller gravity sewer mains. Clean some larger mains on this frequency when practicable.
- Perform more frequent preventative maintenance cleaning of hot spot areas for 18 inches in diameter and smaller gravity sewer mains on a 1-month, 3-month, 6-month, and 12-month cycle, depending on the needs.
- Perform cleaning on gravity sewer mains larger than 18 inches in diameter, when practicable, by City crews. Issue contracts for cleaning of gravity sewer mains larger than 18 inches in diameter, when needed.
- Use flow level manhole monitors at select locations to prevent SSOs.
- Monitor lift stations continuously using SCADA. Visit high-priority lift stations daily and visit other lift stations every 2 days for routine inspections.
- Manage easements to maintain access to sewer infrastructure.
- Implement odor control chemicals and scrubber systems at lift stations, where needed, to address odors.

### **Rehabilitation and Replacement Planning:**

- The City performs an annual process to prioritize and update the CIP for funding infrastructure improvements using the results from inspections and master planning, as well as input via Collections, Engineering, and Finance.

- The City completed CCTV inspection of poorer performing pipe (vitrified clay pipe) and is performing repair, rehabilitation, and replacement projects to address identified deficiencies, prioritizing more severe defects and work in sensitive areas such as the harbor and downtown to minimize risk of spills to waterways. CCTV inspection goals for gravity sewer mains include the following:
  - FOG and root hot spots
  - 10,000 feet of gravity sewer lines (all sizes) every month
- The City implements industry leading high-resolution inspection technologies and approaches, when practicable, to assess force mains.

**Training:**

- The City's training program includes an onboarding job rotation for new staff; special classes or seminars; certification programs, such as through the California Water Environmental Association (CWEA); conferences; and informal training through mentoring of experienced personnel with those new to collection systems.

**Equipment and Replacement Part Inventories:**

- The City maintains an inventory of major equipment and replacement parts. Collections is updating the critical spare parts list.

A summary of O&M Program-related accomplishments since the previous SSMP update is included as Attachment D1.

## 4.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.iv – Operation and Maintenance Program* requires the SSMP include the following elements:

- Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;*
- Describe routine preventive O&M activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance Program should have a system to document scheduled and conducted activities, such as work orders;*
- Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and television inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall*

*include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;*

- d. Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and*
- e. Provide equipment and replacement part inventories, including identification of critical replacement parts.*

## 4.2 Mapping

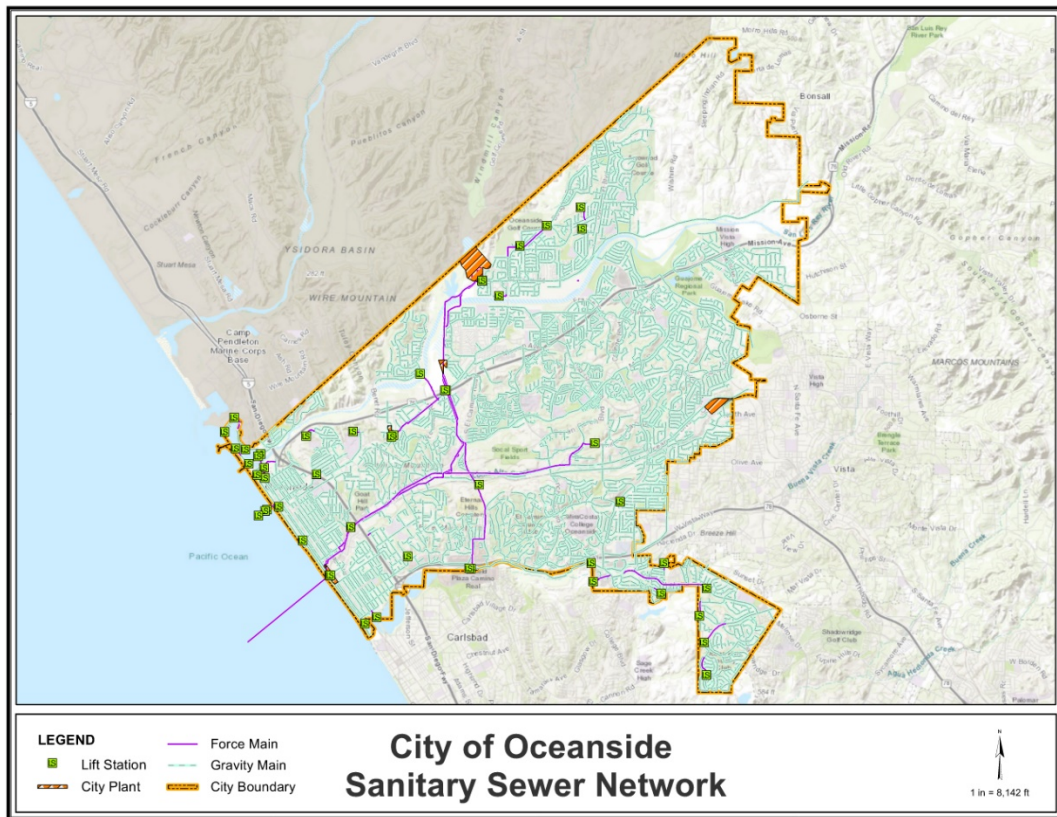
The City maintains several sets of mapping systems for the City's wastewater collection system, which includes the following:

- GIS databases
- Lucity Web Map
- Sewer atlas map book

### 4.2.1 GIS Databases

The GIS electronic databases are maintained by the GIS Division and consist of the City's water, sewer, and storm drain facilities in ArcGIS software. Sewer facilities include gravity sewer lines, force mains, laterals, manholes, valves, and lift stations, with information such as pipeline size, material, length, direction of flow, manhole depth, and construction and rehabilitation records. Figure 4-1 illustrates the City's sanitary sewer network using GIS.

Figure 4-1. Sanitary Sewer Network Geographical Information System Map



City office personnel, engineers, and planners utilize this database for a variety of purposes, including planning, engineering, and O&M:

- **Planning:** The GIS databases have information on existing sewer mains and piping network, which is used to evaluate the capacity of existing sewer mains and determine the size of proposed improvements.
- **Engineering:** GIS contains attribute data for key sewer main elements (i.e., gravity sewer mains, laterals, manholes, pump stations, force mains) that are essential to sewer improvement design.
- **O&M:** Sewer Collections field crews have electronic devices (i.e., iPad, mobile devices) with GIS mapping to locate and identify sewer system assets.

#### Reasons and Data Sources for Sewer System Mapping Changes

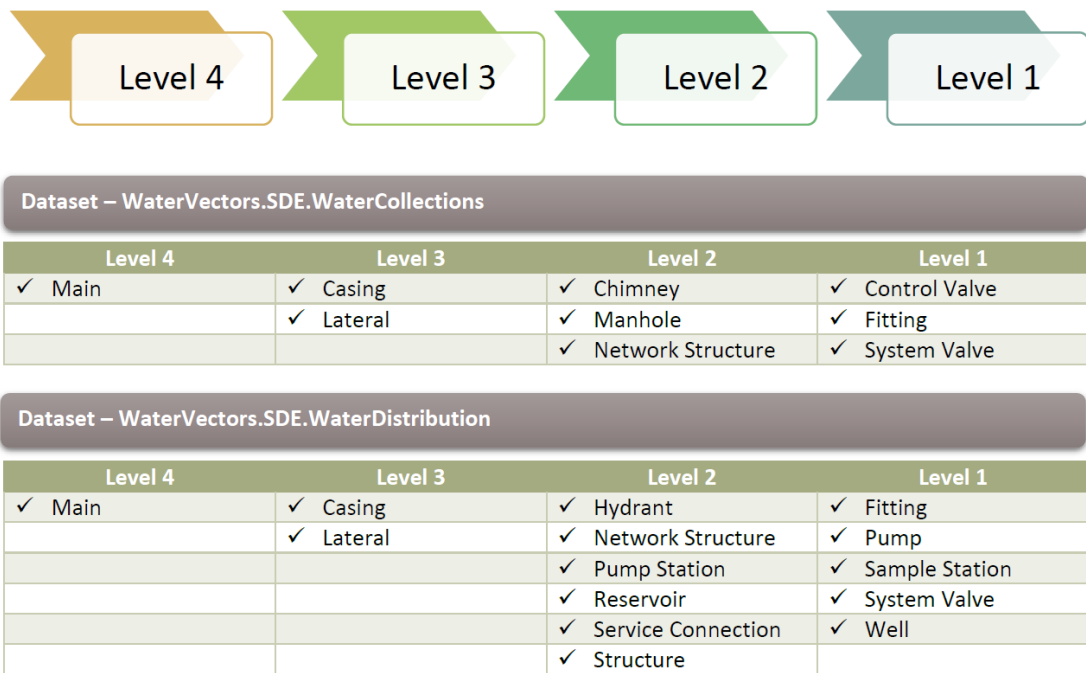
The typical reasons and data sources for sewer system mapping changes include:

- **Sewer Collections crews find discrepancies:** Sewer Collections field crews utilize the markup feature in the GIS geodatabase to document proposed changes for GIS data correction based on field verification.
- **GIS database analysis:** GIS staff perform GIS database queries to find discrepancies or missing data.

- CCTV pipe survey analysis:** CCTV pipe survey can be performed to populate any missing sewer attribute data or update pipeline attributes with current pipeline condition assessments per the Pipeline Assessment Certification program coding system.
- Capital improvements to sewer system:** When new construction or rehabilitation is completed, as-built record drawings are provided to GIS staff to update GIS databases. The as-builts are linked to GIS databases to streamline the search process. Engineers verify and correct the as-built record drawings prior to submittal of the as-builts to GIS for mapping updates.

Typically, updated information overrides outdated information in the mapping system to avoid data clutter. However, abandoned, repaired, and rehabilitated pipelines are indicated in the attribute table, such as the year and type of new liner. Data review and correction are categorized by level codes 1 through 4. Level 1 and 2 data identify fields for review and, if necessary, correction. Level 3 and 4 findings are higher priority and indicate areas that must be corrected first. Figure 4-2 summarizes the sewer attribute data, categorized by level codes.

**Figure 4-2. Data Review and Correction Categories**



Note:  
Level 4 indicates highest priority, while Level 1 indicates lowest priority.

Generally, the GIS update backlog does not exceed 1 week, and GIS staff performs database backup every other week.

## 4.2.2 Lucity

Lucity is a web-based, GIS integrated, asset management system for tracking customer service requests, work orders, and preventative maintenance programs. Through Lucity, preventative maintenance tasks are generated on a weekly, quarterly, and annual frequency. The City uses a module in Lucity, called Computerized Maintenance Management System, to track pipe repair and rehabilitation. Sewer Collections has access to Lucity through computers and portable electronic devices (i.e., iPads, tablets). Lucity is synched with GIS database and periodically updated when Sewer Collections field crews identify discrepancies and redline the correct locations to notify GIS staff. Engineers verify as-built drawings, and GIS staff use Google Maps to support mapping validation, if applicable, prior to any GIS updates. All outstanding and completed redlines are logged.

## 4.2.3 Sewer Atlas Map Book

The atlas map book is developed from the GIS databases and includes a map sheet (1"=200' scale, 11"x17" paper) for each index area showing the location of gravity sewer lines, force mains, laterals, manholes, cleanouts, and lift stations in relation to City streets and property lines. Gravity sewer lines and force mains are labeled with size, material, year constructed, and direction of flow. Manholes are labeled with an identification number, and a table is provided with the identification number, stationing, and depth of each manhole. The map book sheets also show the location and stationing of service laterals.

The atlas map book is available in both electronic and hardcopy form. The electronic form is updated quarterly and available online to City employees and if requested through the Public Records Act, the public. Hardcopy forms are kept in the Sewer Collections Operation Center and in each of the Sewer Collections field vehicles, including combination trucks, hydraulic rodder trucks, and pick-up trucks. In the past, atlas map books were updated every 3 years. However, the City is moving toward paperless map databases to facilitate ease in access and maintenance and reduce cost. Therefore, the printed atlas map books are generally reserved as backup for when the O&M staff cannot access the electronic version in the field. The printed map books are updated when requested by Sewer Collections.

## 4.3 Preventative Maintenance

Sewer Collections conducts routine preventive O&M activities to maintain the collection system and to prevent service interruptions and system failures that could result in SSOs. Preventive maintenance activities performed by Sewer Collections include the following activities:

- Sewer manhole monitoring and cleaning
- Gravity sewer main cleaning
- Sewer lift station maintenance and monitoring
- Easement maintenance
- Odor control

### 4.3.1 Gravity Sewer Main Cleaning

Sewer Collections field crews perform hydroflushing and hydraulic rodding daily to clean the gravity sewer lines. There are five primary cleaning strategies:

- **Routine cleaning:** This type of cleaning is performed on gravity sewer mains 18 inches in diameter and smaller. The goal is to clean these mains every 2.5 years. There are some larger sewer mains greater than 18 inches in diameter cleaned as part of the routine cleaning program when practicable. City staff use large format maps to track progress toward meeting this goal by marking cleaned mains; cleaning by hydroflushing is marked in a different color than hydraulic rodding to track cleaning method. Routine cleaning activities are tracked using work orders in Lucity.
- **Downtown cleaning:** This type of cleaning is performed on mains west of Interstate 5 and north of Loma Alta Creek. The City's goal is to clean 18 inches in diameter and smaller mains every year. City staff use the routine cleaning large format maps to track progress toward meeting this goal by marking cleaned mains in the downtown area using a different color for each year. Downtown cleaning activities are tracked using work orders in Lucity.
- **Hot spot cleaning:** This type of cleaning is performed on sewer pipe segments with known FOG accumulation and root intrusion issues. Cleaning frequencies include 1-month, 3-month, 6-month, and 12-month cycles. Root hot spots are typically addressed using hydraulic rodder equipment, and FOG hot spots are typically addressed using combination trucks. The City reviews SSO, maintenance records in Lucity, complaint records and staff input to optimize the cleaning frequency for mains on hot spots. Typically, one or two updates to cleaning frequencies are made per year. Hot spot cleaning work orders are generated monthly in the Lucity work order management system for crews to complete. Completed hot spot work orders are also documented in Lucity.
- **Reactive cleaning:** This type of cleaning is performed as part of investigation and resolution of stoppage reports and complaints. All stoppage reports and complaints are documented using the Collections Stoppage/Odor Report Form and are communicated to the Collections supervisor and Lead Utility Worker. Investigations are documented in Lucity and added to the hot spot cleaning program if needed.
- **Large diameter gravity sewer main cleaning (greater than 18 inches in diameter):** City staff clean some 24-inch- and 27-inch-diameter mains when practicable. Other cleaning is performed on an as-needed basis. In 2016, the City hired a contractor to inspect and clean all vitrified clay pipe up to 24 inches in diameter. The City is currently performing a construction project to add redundancy and maintenance access to approximately 15,000 linear feet of a 24-inch to 42-inch gravity sewer main corridor. This corridor will be inspected to determine if there are any cleaning needs.

Sewer Collections creates and links work orders to specific assets by selection of an asset in the Lucity map workspace. Work orders for sewer cleaning include specific comments such as “heavy grease” or “heavy roots” to describe the condition of the sewer line. Gravity sewer mains without comments are clear. Sewer Collections generates a monthly report tracking cleaning activity progress using Lucity software.

The City recently invested in three new combination trucks and one hydraulic rodder truck for sewer cleaning and root control. This new equipment has resulted in decreased equipment downtime and increased sewer cleaning production.

Under typical conditions, Sewer Collections deploys three crews consisting of two persons per crew dedicated to sewer system preventive maintenance. A fourth crew is used for reactive cleaning. COVID-19-related operations are modified to split Collections staff into two groups with staggered start times to minimize crew exposure.

### 4.3.2 Manhole Monitoring

The City has 31 manhole locations equipped with SmartCover® flow level monitoring systems. The flow level monitoring systems provide a web-based interface for monitoring wastewater flow levels in manholes in high risk overflow areas of the collection system. The monitoring systems alarm operators by phone of high wastewater levels and potential SSOs, which has prevented SSOs. The monitors may also be used for flow trend analysis for spill analysis or new construction capacity impact analysis. The manhole monitoring systems are monitored and maintained by Collections through a maintenance contract. Monitors are installed at targeted locations, such as near waterways, in difficult to access locations, in low visibility areas, and upstream of pump stations as a tool to notify staff of a potential overflow condition. Monitors also function to warn of manhole intrusion. Each device is installed to monitor as much of the sewershed as possible. The City evaluated using the monitoring systems to optimize gravity sewer main cleaning frequencies for hot spot cleaning, but trials resulted in additional odor complaints and unscheduled cleanings.

### 4.3.3 Manhole Cleaning

Manholes are inspected during gravity sewer main cleaning by Collections crews. Manholes with additional cleaning needs are scheduled for cleaning based on these inspections. Manholes needing repair or replacement are identified using the Manhole Rehabilitation Form and are added to the CIP schedule or rehabilitated as part of annual preventative maintenance work.

### 4.3.4 Lift Station Maintenance

The City owns and operates 32 active sewer lift stations and is in the process of constructing three additional lift stations that will become operational in the near future. Collections monitors and maintains lift stations through routine lift station inspections and the City’s SCADA system.

## Supervisory Control and Data Acquisition Monitoring

The City's SCADA system is used to monitor a variety of equipment and instruments at each lift station including, but not limited to, flow meters, level sensors and floats, pumps, pressure transducers, generators, odor scrubbers, intrusion switches, and flood switches. The City proactively upgraded the entire SCADA system, including hardware and software, in 2019. Alarms are generated by the SCADA system for alarm conditions such as pump failure, power failure, generator failure, intrusion, and station flood. Alarms are displayed at SCADA stations located at the SLRWRF, including the Sewer Collections Operation Center, and alarms call the Collections Duty phone repeatedly to notify Collections personnel. Collections Duty personnel investigate alarm conditions at the lift station.

## Lift Station Inspection and Maintenance

Nineteen of the lift stations are inspected by operations staff daily, and the rest are checked every 2 days. The City uses two teams to perform routine inspections, including an inland team and a coastal team. Routine inspection and maintenance include daily, monthly, and as-needed work, as follows:

- Daily inspections:
  - SCADA data is reviewed.
  - Inspections are documented on “long sheets” and typically include generators and generator usage, odor scrubbers, pump hour reads, total flow, electrical meter read to understand energy usage, water levels, and perimeter check. Major deficiencies are documented and reported to supervisors.
  - Based on the review of SCADA data and long sheets documentation, additional inspections may be performed such as checking pumps for clogging.
  - Pumps are rotated as lead, lag, and standby.
- Monthly work includes valve turning, eyewash station check, sump check, fire extinguisher check, or other activities identified during daily inspections.
- As-needed lift station maintenance includes activities such as scheduled or identified wet well cleaning and site maintenance such as painting or landscape maintenance.
- Pump mechanical issues identified by Collections are addressed by Collections or routed to the Facilities Maintenance group if beyond Collections abilities for repairs through verbal communication or Lucity work order.
- The City has responded to increased ragging at lift stations due to COVID-19-related impacts by modifying lift station wet well operations to reduce ragging in the pumps and reduce the risk of SSOs.

Sewer Collections documents lift station maintenance activities in work orders using Lucity.

### 4.3.5 Easement Maintenance

Natural vegetation growth in easements can restrict access to sewer infrastructure. City staff maintain easements to keep sewer infrastructure accessible for O&M, as well as for visual inspection. Easements are identified in GIS, and work orders are created in Lucity using the sewer infrastructure associated with the easement. Easements are typically maintained prior to the rainy season to reduce the potential for rapid growth. Sewer Collections coordinates with City Parks and Recreation and the City of Vista to complete easement maintenance work when needed.

### 4.3.6 Odor Control

The City uses chemical addition into the collection system and chemical scrubbers at various lift stations to proactively address odor control. Calcium nitrate (Bioxide® and Trioxyn®) are added at the Mission, Mar Lado, North Valley Buena Vista, Pilgrim, Rainbow, Leisure Village, and Oceanside Boulevard lift stations.

The introduction of chlorine tablets are used to control odors proactively and in response to odor complaints related to the sewer collection system. An attempt is made to identify the source of the odor by checking the manholes and storm drains in the area, and appropriate actions are taken if either of these are the cause. The City has replaced many older force main air release valves with newer model one-way suction valves to address odors.

All odor complaints are documented using the Collections Stoppage/Odor Report Form (Attachment D2) and communicated to the Sewer Collections Utility Supervisor. Odor investigations are documented in Lucity.

## 4.4 Computerized Maintenance Management System

The City uses the Lucity Computerized Maintenance Management System to manage collection system maintenance activities and document work orders. Lucity is integrated with the City's GIS database and provides a map-based workspace of the sewer system's assets, including pipe segments, manholes, and lift stations.

Information regarding cleaning, CCTV inspection, repairs, lift station maintenance, and replacement of the sewer system is entered into Lucity (or linked from the GIS database) and can be viewed by Sewer Collections and GIS personnel.

Work orders for repairs/rehabilitation include a description of the work and resource information including labor hours and costs, equipment hours and costs, contractor costs, and material costs. Typically work orders are entered daily by Sewer Collections field crews or supervisory staff at the end of each day.

Historical data from Lucity aids Sewer Collections supervisory staff in setting and adjusting sewer cleaning schedules, determining timing and resources needed for future tasks, and setting budgets for O&M.

## 4.5 Condition Assessment and Rehabilitation and Replacement Planning

The City proactively assesses the Collections system using various technologies and methods for different infrastructure. These technologies include traditional tools such as CCTV for gravity sewers and advanced high-resolution tools for force mains. These assessments, combined with master planning efforts, are used to identify rehabilitation and replacement work for the City's CIP. Sewer Collections and Engineering collaborate regularly to identify near-term priorities for work in the next 1 to 2 years and long-term priorities over the next 5 years or more for the CIP. Sewer Collections uses duty calls, hot spot areas, CCTV, and other data to help prioritize work. Engineering reviews condition-related work for opportunities to combine with capacity-driven or developer projects. The City prioritizes work near sensitive environmental areas and public impact areas including the harbor and downtown coastal areas.

CIP development is an annual process to identify and plan for a 5-year CIP that is reviewed and adopted each year by City Council. The City's funding model includes a 10-year forecast, and this forecast is revisited to account for work identified for the CIP, operating costs, regulatory requirements, and other costs. A formal cost of service study is typically completed every 2 years when rate updates are recommended. Replacement funds are allocated based on depreciation, and year-end excess revenues from the operating fund are also dedicated to the capital replacement program. The City's current CIP plan is available on the City's website:

<https://www.ci.oceanside.ca.us/gov/dev/eng/cip/default.asp>

The following sections document the condition assessment and rehabilitation planning for the City's infrastructure types.

### 4.5.1 Gravity Main Closed-Circuit Television Inspections and Rehabilitation Planning

CCTV inspection is performed by Sewer Collections and Contractors using the National Association of Sewer Service Companies Pipeline Assessment Certification program industry standard to identify defects such as cracks, fractures, broken pipe, joint offsets, grease deposits, roots, and infiltration. Collections performs CCTV inspection on lines with reported issues (stoppages or SSOs), on known FOG and root hot-spot areas, on routine inspections, and other areas as needed. Sewer Collections uses a City-owned Pearpoint CCTV van and a two-person crew for inspection. The equipment can inspect 6-inch and larger pipe. Collections' goal is to inspect 10,000 feet of gravity sewer lines every month. The City uses contractors to perform additional CCTV inspection. For example, the City contracted the inspection of all vitrified clay pipe in 2016.

The City focuses review and rehabilitation planning on defects with the highest severity grades identified in National Association of Sewer Service Companies Pipeline Assessment Certification program to reduce the risk of sewer overflows by addressing higher risk defects first. Severe condition issues on gravity main, posing risk of collapse or more frequent blockages, are identified by Sewer Collections and addressed. Sewer Collections staff reviewed the 2016 contractor inspections and addressed all the significant issues. Less severe condition issues that are potential candidates for repairs

are reviewed by Sewer Collections and Engineering staff and packaged into groups of repair projects or identified for rehabilitation or replacement through the annual CIP. Sewer Collections performs point repairs or may dispatch point repairs to pipeline contractors. Contractor point repair projects typically include a batch of 7 to 10 repairs. The City also completes cured-in-place pipe lining or replacement projects on gravity sewer mains as part of the CIP including recent improvements in the harbor and downtown coastal areas.

#### 4.5.2 Manhole Inspection and Rehabilitation

Collections crews check manholes during routine sewer cleaning operations and identify issues on the Manhole Repair Form (Attachment D3). Manhole repairs are conducted on an as-needed basis. Most manhole repairs require additional coating to the interior of manholes. Coating work is typically packaged together into a capital project when a few manholes are identified and contracted to local contractors. Sewer Collections manages annual manhole coating and repair contracts, and Engineering incorporates manhole rehabilitation into CIP projects where appropriate.

#### 4.5.3 Force Main Inspection and Replacement

The City's proactive approach for force mains includes air release valve replacements, high-resolution in-pipe inspections using current industry technologies, and proactive force main renewal. Most force main air release valves have been replaced to prevent discharges. Other air valves are inspected twice per year.

Implementing high-resolution in-pipe assessments requires a significant level of effort and cost. The implementation includes inserting tools into the pipeline that can require constructing access, pulling tools through the pipeline, lift station shut down or by-pass pumping, installing valves or other infrastructure, and significant coordination. Many utilities have not utilized these high-resolution in-pipe assessments because of the effort and cost. The City performed proactive inspection on the following force mains to improve renewal decision making:

- **Buena Vista Lift Station Force Main Extension:** The assessed force main is primarily 36-inch DIP, and approximately 15,000 linear feet of pipe was assessed. Multiple excavations were made to expose the pipeline and perform external corrosion direct assessments including soil corrosivity testing and broadband electromagnetic inspection on the exposed pipe. Results were used to begin planning construction of the Oceanside Mesa Garrison force main as a redundant force main and replace the extension.
- **Mission Avenue Force Main:** The assessed force main is primarily 24-inch DIP, and approximately 13,000 linear feet of pipe was assessed. Multiple excavations were made to expose the pipeline and perform external corrosion direct assessment including soil corrosivity testing and broadband electromagnetic inspection on exposed pipe. The assessment also included Smartball tools used to identify leaks or air pockets. Results were used to identify the pipeline replacement and begin planning.

The City also has proactively replaced force mains in the harbor area over the last 20 years to address potential condition issues in an environmentally sensitive area.

#### 4.5.4 Lift Station Inspection and Improvements

Nineteen of the City's lift stations are inspected by Sewer Collections staff daily, with the other lift stations checked every other day. Inspections are performed by two teams, including an inland team and coastal team. SCADA trending, pump cycling, and pump start/stops and total flow are reviewed as part of the inspection process. The City has 12 lift stations with flow meters, and several flow meters were recently replaced to improve SCADA data accuracy and analysis. Odor scrubbers are typically inspected daily, and generators are inspected 5 times per week each day (Monday through Friday). Daily lift station sheets referred to as long sheets are completed during inspections and include hour reads, run time, flows, electric usage, and recommended maintenance. The Lift Station Sheet is included in Attachment D4. Lift station inspections also include perimeter checks and listening to pumps and equipment. If found, major deficiencies are documented and communicated to the appropriate staff for mitigation. Routine maintenance, such as turning valves, occurs monthly. Sewer Collections staff also perform pump de-ragging and monitoring of generators. Electrical work is performed by the SCADA division. Mechanical work such as fixing a broken pump or motor is performed by Facilities Maintenance. Site maintenance such as landscape work or painting is performed on an as-needed basis and may be performed by Sewer Collections or other departments or contractors. These work orders are tracked in Lucity.

The 2015 Sewer Master Plan<sup>2</sup> condition assessment of sewer lift stations consisted of inspections at all City lift stations. The inspections were conducted to identify and prioritize lift station improvements. The City has completed many of these lift station improvements.

### 4.6 Training

The City provides safety and other types of training programs on a regular basis for staff in sewer collection system operations, maintenance, and monitoring. The ongoing training addresses the skills necessary to perform proper operations and maintenance, provide timely and effective emergency response, and incorporate recognized safety practices. Project specifications require contractor certifications or training to complete work.

#### Onboarding and Training Rotations

The City's training program starts with onboarding of new staff and includes basic occupational and safety training provided by Human Resources. New staff, Utility Worker Trainees, are put on a rotation of job assignments, which are typically updated once per month for on-the-job training with crew leads to learn different skills including hydroflushing cleaning, rodding, CCTV inspection, easement maintenance, pump stations, and construction.

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<sup>2</sup> City of Oceanside 2015 Integrated Master Plans, Sewer Master Plan, Final Report, October 2015.

## Certification Requirements

After 6 months of on-the-job rotations, competent staff may be assigned to Duty calls for additional skills development. The City has a 12-month probationary period for new staff and positions, which includes the following requirements:

- The requirements for new staff, Utility Worker Trainees, include obtaining a Class B driver's license within 18 months and a CWEA Grade I certification.
- The requirements for a Utility Worker I include a CWEA Grade I certification, a Class B driver's license (tanker endorsement) and 1 year of experience.
- The requirements for a Utility Worker II include a CWEA Grade II certification, a Class B driver's license (tanker endorsement), and 2 years of experience.

The City supports CWEA grade certifications by reimbursing City staff that pass the certification test, as well as paying for the annual certification renewal and ongoing continuing education units.

## Safety Procedures

Safety procedures are available for chemical handling, confined space entry, traffic control and work site safety, and lockout/tagout safety for mechanical and electrical equipment. Collections staff attend regular biweekly safety meetings to discuss various safety items. The Safety Meeting Report Form (Attachment D5) is used to document each meeting.

## On-Going Training

The City's training program also includes special classes or seminars, in-house training, conferences, training by equipment vendors, and annual performance reviews. The City sends staff to the Tri-State conference, local CWEA annual conference, and Water Environment Federation's Technical Exhibition and Conference for training when appropriate. In-house training includes training such as wastewater math, forklift operation, and confined space. Collections collaborates with the City Fire Department to cross-train on confined space rescue training once per year. The City built certified underground and aboveground confined space training facilities that are used by City staff and are a regional resource for other entities that require confined space training. Collections also performs separate refresher and hands-on confined space training.

Annual performance reviews may identify increased responsibilities and goals for improvement that include training and new certifications and licenses.

## 4.7 Vehicles, Equipment, and Parts Inventory

The City owns and maintains a variety of vehicles and equipment used for operations and maintenance of the sewer collection system and emergency response. Most vehicles and equipment are stored at the SLRWRF when not in use.

### 4.7.1 Major Vehicles and Equipment

The following list summarizes the City's major vehicles and equipment:

- Two large hydroflushing vactor-jet trucks
- One small hydroflushing vactor-jet truck with four-wheel drive
- One rodder truck
- One CCTV van with four cameras and generator
- One safety van for confined space entry with generator and supplied air
- One crane truck with power inverter and air compressor
- One boom truck
- Six pick-up trucks
- Two tow-behind generators with plug-ins for small lift stations
- Three small portable generators
- Four trash pumps
- Two tow-behind arrow boards for traffic control
- Two equipment trailers
- One tipper truck (dump truck)
- Overflow containment supplies
- Miscellaneous emergency supplies

#### 4.7.2 Contingency Equipment and Spare Replacement Parts

To ensure reliability, the City maintains an inventory of contingency equipment and spare/replacement parts intended to minimize vehicle/equipment/facility downtime. Contingency equipment consists of portable pumps, generators, motors, and spare impellers to provide an effective response to emergency conditions.

Replacement parts for vehicles and appropriately maintained emergency response equipment and accessories allow field crews to effectively respond to incidents and efficiently perform routine maintenance.

The Facilities Maintenance Division historically managed lift station spare parts, and this responsibility has been transferred to Sewer Collections. Sewer Collections is in the process of identifying critical parts for lift stations using equipment and manufacturer's recommendations, supplemented by the experience of the Facilities Maintenance staff and local availability. For parts that are not maintained in the City's inventory, a local source or supplier is typically available to provide.



## 5 Design and Performance Provisions

This chapter addresses the design, construction, and inspection standards ensuring sewer system infrastructure is properly designed and constructed.

### 5.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.v – Design and Performance Provisions* requires that the SSMP include the following design and performance provisions:

- a. *Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and;*
- b. *Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.*

### 5.2 Design and Construction Standards and Specifications

The City requires private residential connections and public sewer mains be designed and constructed according to standards contained in the City's *Water, Sewer and Reclaimed Water Design and Construction Manual*. All pipe and pipe fitting for private residential connections are required to conform to City of Oceanside Plumbing Code. The City's design approval process ensures developers, engineering firms, and contractors comply with these standards and specifications.

#### 5.2.1 Water, Sewer, and Reclaimed Water Design and Construction Manual

All design and construction projects related to water, sewer, and reclaimed water are subject to all requirements as listed in the City's *Water, Sewer, and Reclaimed Water Design and Construction Manual*. The manual was adopted by resolution of the City Council on November 17, 2004 and is periodically updated by the Water Utilities Department. The manual was last updated in December 2010. The Standard Drawings referenced in the manual are updated on an as-needed basis, with the latest updates occurring in 2017.

The purpose of the manual is to establish the procedures and minimum design standards for all sewer-related design documents processed through the City. The standards presented in the manual govern the processing, design, construction, and testing of both public and private improvements for water, sewer, and reclaimed water facilities in the City. The manual can be accessed online at:

<http://www.ci.oceanside.ca.us/gov/water/admin/manual.asp>

Section 1 of the manual includes a minimum standard of project conditions that must be met for both new and retrofit projects. This includes conditions for easements, new

development, new sewer laterals, inspection manholes, oil and sand interceptors, and grease interceptors.

Section 3 of the manual includes design guidelines for sewer system construction including sewer mains, manholes, inspection manholes, and laterals. This section provides a list of authorized materials to be used in construction or repair of the City's sewer system. The manual also specifies that the following standards should be utilized, in the order listed, if a standard does not appear in the manual:

2. SRWCB, Division of Drinking Water
2. American Water Works Association Standards
3. San Diego County Regional Standard Drawings
4. Standard Specifications for Public Works Construction (Greenbook), latest Edition

The manual appendix includes construction guidelines and requirements including those for preconstruction activities, trench bedding and backfill material, trench backfill testing, CCTV inspection of new sewer mains by contractors, final inspections, and as-built drawings. Current contract language for contractor repairs also requires CCTV inspection after completion. The Greenbook includes standards for gravity main rehabilitation construction.

The manual also includes general and sewer-specific notes that are required to be on all sewer improvement plans and Standard Drawings for sewer facilities including design criteria for separation of water and sewer mains and details for plastic pipe, sewer laterals, backwater valve assemblies, manholes, inspection manholes, and steel encasements.

There is a process to update the Standard Drawings on an as-needed basis, and several updates have been made since the 2010 revision. One example of updates includes sewer manhole covers. The City updated its standard from 24-inch to 36-inch covers to improve access and require bolted or locked manholes to address vandalism.

The manual does not include specific design guidelines for the construction or rehabilitation of sewer lift stations. However, the Water Utilities Department provides lift station design criteria to engineers for lift station improvement projects as needed. The City evaluates redundancy in the form of emergency storage, bypass connections, and redundant pumps as part of significant lift station projects. The City is currently working to standardize control panels and programming at lift stations to provide more consistent communications.

## 5.2.2 Plumbing Code

The City adopted the 2013 California Plumbing Code by reference in the Oceanside Municipal Code. All pipe and fittings for private sewer laterals must conform to the California Plumbing Code, in addition to the requirements set forth in the City's *Water, Sewer, and Reclaimed Water Design and Construction Manual*.

### 5.2.3 Design Approval Process

The City typically contracts engineering firms to design improvements for City sewer facilities, including gravity sewer lines, manholes, force mains, and lift stations. Prior to construction, the City's in-house engineering and operations staff review and approve the design plans and contract documents prepared by a licensed civil engineer for both City and private sewer improvements projects. City staff check the design plans and contract documents to ensure conformance with the City's *Water, Sewer, and Reclaimed Water Design and Construction Manual* and the 2013 California Plumbing Code.

## 5.3 Inspection and Testing of New and Rehabilitated Sewer Infrastructure

New and rehabilitated sewer infrastructure require inspection and testing under specific procedures and standards.

### 5.3.1 Inspection and Testing Procedures and Standards

Testing for gravity sewers consists of a low-pressure air test to identify leakage, a mandrel test to identify deflection in flexible pipe, a CCTV inspection to identify grade variations or other construction defects, and an infiltration test to determine whether groundwater is present. Sewer main rehabilitation standards for construction and testing are included in the Greenbook. A vacuum test is used to identify leakage in manholes, and a hydrostatic pressure test is used to identify leakage in force mains. Testing for lift station improvements may include a pump capacity test, a hydrostatic test of piping, and power and control system tests.

### 5.3.2 Inspection and Testing Resources

City staff evaluates upcoming capital improvement projects to determine the project management and construction inspection workload requirements and assign project management and construction inspection duties to either in-house staff or to a third party, depending on the size of the project and the workload demands. Regardless of who performs project management and construction inspection duties, the resources assigned to perform these duties observe construction activities are performed in conformance with plans, contract documents, and City standards.

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## 6 Overflow Emergency Response Plan

The City has an OERP establishing procedures for responding to SSOs to minimize the overflow volume that enters surface waters and the adverse effects of overflows on water quality. The OERP include protocols for notifying appropriate state and county regulatory agencies, as well as protocols for responding to a sewer overflow from receipt of call through clean-up and reporting. The latest version of the City's OERP is included as Attachment F1 of this SSMP.

### 6.1 Regulatory Requirements

Regulatory requirements for the OERP are summarized below.

#### 6.1.1 Statewide General Waste Discharge Requirements for Wastewater Collection Agencies (State Water Resources Control Board Order Number 2006-0003-DWQ)

The Statewide General WDRs regulatory document is included as Attachment A1 and is summarized in this section. The SWRCB Order No. 2006-0003-DWQ, *Section D.13.vi – Overflow Emergency Response Plan* requires that *each enrollee shall develop and implement an OERP that identifies measures to protect public health and the environment*. At a minimum, this plan must include the following:

- a. *Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;*
- b. *A program to ensure an appropriate response to all overflows;*
- c. *Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g., health agencies, RWQCBs, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the state in accordance with the Monitoring and Reporting Program. All SSOs shall be reported in accordance with this Monitoring and Reporting Program, the California Water Code, other state law, and other applicable RWQCB WDRs or National Pollutant Discharge Elimination System permit requirements. The OERP for the SSMP should identify the officials who will receive immediate notification;*
- d. *Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;*
- e. *Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and*
- f. *A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting for the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.*

## 6.1.2 Regional Water Quality Control Board (Order Number R9-2007-0005)

Order No. R9-2007-0005 of the San Diego RWQCB, “WDRs for Sewage Agencies in the San Diego Region,” adopted on February 14, 2007, prohibits SSOs and supplements the requirements prescribed in SWRCB Order 2006-0003-DWQ for all federal and local sewage collection agencies in the San Diego Region. Order No. R9-2007-0005 is included in Attachment A2.

### **Reporting Requirements:**

- a. All Category 1 SSOs must be reported as soon as possible, but no later than 24 hours after the agency becomes aware of the overflow. The agency must use the State Board Online SSO System for reporting these overflows, but an additional notification to the Regional Board by telephone, fax, or e-mail is highly advisable. If the Online SSO System is not available, the agency is required to fax a report to the Regional Board and then enter all required information into the Online SSO System as soon as practical. The Regional Board fax number is (619) 516-1994. Notifications by telephone or e-mail can be made to (619) 521-3362 or e-mail at [RB9SSO@waterboards.ca.gov](mailto:RB9SSO@waterboards.ca.gov), or a call may be placed to a Regional Board contact.
- b. As specified by Requirement No. A.4 of the Monitoring and Reporting Program No. 2006-0003-DWQ, a final certified report must be completed through the Online SSO system, within 15 calendar days of the conclusion of SSO response and remediation for a Category 1 SSO. Additionally, as specified by Requirement No. A.5, all Category 2 SSOs must be reported to the Online SSO System within 15 calendar days or the end of the calendar month in which the SSO occurs.
- c. Order No. R9-2007-0005 requires sewage collection agencies to report private lateral sewage discharges greater than or equal to 1,000 gallons or to surface waters that they are aware of.

## 6.1.3 Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (State Water Resources Control Board Order Number 2008-0002-EXEC)

This order amends SWRCB Order No. 2006-0003-DWQ to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.

#### 6.1.4 Amending Monitoring and Reporting Program for Statewide Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (State Water Resources Control Board Order Number 2013-0058-EXEC)

This order (Attachment A3) became effective September 9, 2013 and updates the monitoring and reporting requirements based on stakeholder input and SWRCB staff experience and lessons learned implementing the SSO Reduction Program. Key changes include the following:

1. SSO categories updated to include Category 3 SSO type
2. California Integrated Water Quality System updated to allow event-based reporting versus location-based reporting
3. Removal of duplicative notification
4. Updated reporting and notification requirements and timeframes
5. Addition of water quality monitoring for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.

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## 7 Fats, Oils, and Grease Control Program

This chapter describes the City's FOG control program. The City has over 400 food service establishments (FSE) with a grease control device (i.e., grease trap or grease interceptor) to alleviate grease discharged into the sanitary sewer system. Between 2007 and 2020, grease accumulation and grease-related blockages caused approximately 30 percent of the SSO events experienced by the City. The City adopted a FOG ordinance in 2007 and implemented a FOG control program to reduce grease-related blockages and sewer overflows.

### 7.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.vii – FOG Control Program* requires the City to prepare and implement a FOG source control program to reduce the amount of FOG substances discharged to the sanitary sewer system. This plan will include the following as appropriate:

- a. *An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;*
- b. *A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;*
- c. *The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;*
- d. *Requirements to install grease control devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practice (BMP) requirements, record keeping and reporting requirements;*
- e. *Authority to inspect grease producing facilities, enforcement authorities, and whether the Public Agency has enough staff to inspect and enforce the FOG ordinance;*
- f. *An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and,*
- g. *Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for pipe segments found to be prone to grease blockages.*

### 7.2 Fats, Oils, and Grease Public Outreach Program

The City has developed a public outreach program that targets FSEs, residential customers, and students at both elementary and middle schools.

## 7.2.1 Educational Outreach to Food Service Establishments

FOG inspection requirements are embedded in the City's Unified Environmental Inspection Program. Therefore, either the City's Industrial Waste Inspector or the City Environmental Unified Inspector visits FSEs and provides information on the City's Pollution Prevention and Pretreatment Program regarding FOG in the form of an informational poster and a binder.

- **Informational poster:** The informational poster, included as Attachment G1, is displayed in the kitchen area, in both English and Spanish, to describe the grease control program, which includes the grease disposal and spill cleanup process.
- **Binder:** The information that is covered and provided in the binder, included as Attachment G2, includes:
  - Ordinance No. 07-OR0021, which provides the authority and guidance for the FOG program;
  - How a grease control device works and the consequences of noncompliance;
  - Kitchen BMPs;
  - The requirements to prominently place the FOG poster in a food preparation area;
  - Benefits of controlling FOG;
  - Grease/Oil receptacle standards;
  - Permit terms and conditions;
  - Proper documentation of annual employee FOG training;
  - Proper documentation of grease control device maintenance and frequency of required cleaning or servicing at least every three (3) months;
  - Proper documentation of exhaust hood maintenance and frequency of cleaning or servicing at least twice a year; and,
  - Proper documentation of jetting or other cleaning methods of private lateral, which is recommended at least once a year to prevent costly FOG system overflows.

All educational training videos are available on the City webpage. This provides an easy way for FSEs to train employees on FOG program requirements and the importance of FOG best management practices.

## 7.2.2 Educational Outreach to Elementary and Middle Schools

As part of the Green Oceanside Program, City personnel educate elementary and middle school students about the impacts of FOG in the City's collection system and impact prevention. The goal is to educate future generations and minimize the potential for SSOs in residential areas.

### 7.2.3 Targeted Residential Outreach

When an SSO occurs in a residential area, a FOG pamphlet is mailed to all residences with connections to the City’s collection system, upstream where the blockage occurred. A copy of the FOG pamphlet is included in Attachment G3.

## 7.3 Plan and Schedule for Disposal of Fats, Oils, and Grease

FSEs contract directly with licensed grease haulers to collect accumulated grease from their grease control devices. The City requires FSEs to clean grease control devices quarterly. Most grease haulers are either recycling yellow grease or disposing of grease at the Encina Water Pollution Control Facility in Carlsbad, while some grease haulers are disposing grease at other disposal sites in the region. The City does not regulate or issue permits to grease haulers for grease collection from FSEs grease control devices. Grease is not a hazardous waste and does not require a special permit to handle or haul to a recovery or disposal facility. Disposal is documented through invoices when the grease is picked up at an FSE. The Industrial Waste Inspector reviews FSE maintenance records to verify quarterly cleanings are performed on schedule.

FOG removed from lift station wet wells is transported to either the SLRWRF grit chamber or the Encina Water Pollution Control Facility in Carlsbad. The FOG disposed at these treatment locations is combined with the separated grease, scum, and grit, which is ultimately disposed of at landfills. Landfills require a waste profile and testing of materials prior to issuing an annual waste stream authorization number.

## 7.4 Fats, Oils, and Grease Program Legal Authorities

Chapter 29 of the City Code provides the City with FOG program legal authorities. The Oceanside City Code can be accessed online at:

[https://www.municode.com/library/ca/oceanside/codes/code\\_of\\_ordinances](https://www.municode.com/library/ca/oceanside/codes/code_of_ordinances).

### 7.4.1 Authority to Prohibit Fats, Oils, and Grease Discharges to the Sewer System

The City presently has several sections of the Municipal Code that limit or require control of FOG introduced to the collection system by industrial and commercial facilities, including restaurants and food processing facilities. Oceanside City Code, Chapter 29, Article VI, Section 29.45.1 (b) prohibits “solid or viscous substances which may cause obstruction of the flow in a sewer or other interference with the operation of the wastewater treatment facilities including, but not limited to, grease” and Section 29.45.3 (g) prohibits the discharge of grease and oil into the sewer system in excess of 100 milligrams per liter.

## 7.4.2 Authority to Require Measures to Prevent Fats, Oils, and Grease-Related Sanitary Sewer Overflows and Blockages

In January 2007, the City adopted Ordinance No. 07-OR0021-1, Regulation of Commercial Kitchen Grease Disposal. This ordinance added Article IX, Section 29.115 through 29.128 to Chapter 29 of Oceanside City Code. City Code Section 29.123 requires that all commercial kitchens have grease control devices.

## 7.4.3 Authority to Inspect and Enforce Fats, Oils, and Grease Program Requirements

City Code Section 29.5 provides the City with the right of inspection to enter upon premises at a reasonable hour to inspect or determine if Chapter 29 of the City Code is being violated. Chapter 29 includes requirements for installation of grease control devices, grease control device maintenance, and record keeping.

City Code Sections 29.128 outlines a set of progressive penalties for violation of the FOG ordinance, ranging from administrative penalties, misdemeanor penalties, and penalties for infractions. Violations may result in civil actions. Minor violations are issued a notice of violation without financial penalty.

## 7.5 Fats, Oils, and Grease Program Requirements

### 7.5.1 Requirements to Install Grease Control Devices

The City requires FSEs to install grease control devices, either a grease trap or an interceptor, if the establishment produces a significant amount of grease. Existing FSEs are issued a Conditional Commercial Kitchen Facility Wastewater Discharge Permit that is valid until:

- There is a change in ownership, lease, transfer, or assignment of the business or premise;
- There is a change in operations;
- The FSE undergoes remodeling that enlarges the seating capacity by 25 percent or greater; or
- The FSE remodels the facility, requiring a building or tenant improvement permit.

If any of these triggering events occur, the FSE will be required to install a properly sized grease control device. Facilities with appropriately sized grease control devices meeting the Uniform Plumbing Code are issued a Commercial Kitchen Facility Wastewater Discharge Permit, which is valid for 1 year.

New FSEs or establishments constructing tenant improvements are visited by a Building Department inspector, who will visually inspect the installation of grease interceptors to ensure installation and plumbing compliance with code. The City's Building Inspectors and the Water Department inform the Industrial Waste Inspector when FSEs apply for new permits or when improvement plans are submitted for approval. New FSEs or FSEs going through tenant improvements are logged and tracked in a spreadsheet for

subsequent code compliance inspection. The Industrial Waste Inspector has access to applications for business licenses and is also notified of FSE owner transfers, as ownership transfer will trigger installation of grease interceptors or upsizing if they do not meet the current code.

## 7.5.2 Design Standards for Grease Control Devices

All commercial kitchen fixtures that may introduce grease into the public sewer system are required to be sized and plumbed to a grease control device in accordance with standard plumbing guidelines defined in the most recent adopted Uniform Plumbing Code. The grease control device is required to be designed and constructed in accordance with the *Water, Sewer, and Recycled Water Design and Construction Manual*. All commercial kitchens are required to be equipped with a grease control device as defined by City Code.

All commercial kitchens requiring a hydromechanical grease interceptor or gravity grease interceptor are required to size the device according to the most recent adopted California Plumbing Code. Grease traps are installed inside the restaurant and can have capacity ranging from 50 to as high as 250 gallons, while grease interceptors are installed outdoors with a minimum capacity of 750 gallons to as high as 1,200 or 1,500 gallons. The maximum size for a grease interceptor is 3,000 gallons.

Grease control devices must be located outside the building and as close to the kitchen as possible. Otherwise, prior approval by the Water Utilities Department is required to install grease control devices inside the building. Grease control devices may be located within the public right-of-way as determined by the City Engineer and require a right-of-way permit and an approved Encroachment Removal Agreement. The owner must assume responsibility for potential trip hazard or spillage in the sidewalk and construct manhole covers flush with the sidewalk to avoid a trip hazard.

## 7.5.3 Maintenance Requirements for Grease Control Devices

Each commercial kitchen with a grease control device is required to employ an appropriate service or procedures for periodic collection of accumulated grease from any grease control device. The collection schedule is set forth in the commercial kitchen grease disposal permit for the grease control device, which shall require at a minimum, collection of accumulated grease at least once every 3-month period. Commercial kitchens are not allowed to introduce grease into any sewer lateral, public sewer, storm drain, or public right-of-way. FSEs are required to supply documentation, such as invoices, to prove compliance with grease control device maintenance requirements. Business licenses are not issued or renewed if documentation is not provided.

## 7.5.4 Best Management Practice Requirements

City Code Section 29.124 requires all food preparation and FSEs to follow a set of minimum BMPs. All food preparation and FSEs and commercial kitchens are required to install, implement, and maintain at least the following minimum BMPs.

## Drain Screens

New and existing FSEs deemed by the City to generate grease are required to install drain screens on all drainage pipes in food preparation areas.

## Waste Cooking Oil

All waste cooking oil must be collected and stored properly in recycling barrels or drums. Recycling barrels or drums must be maintained appropriately to ensure they do not leak. Licensed haulers or an approved recycling facility must be used to dispose of or recycle waste cooking oil.

## Food Waste

As defined in Chapter 13 of the City Code, all food waste and food soiled paper must be placed in clear plastic liners or directly within the food scraps collection container, not in the sinks of FSE establishments. In addition, food grinders are prohibited. Recyclables, as defined in Chapter 13 of the City Code, must be placed in recycling collection containers. All other materials and residual waste that are defined as nonhazardous industrial waste must be placed in the landfill container.

## Employee Training

Every FSE with a connection to the City's collection system is required to submit logs for training of all kitchen personnel regarding handling and disposal of FOG and understanding of organics food recycling requirements annually. This entails the food preparation staff to watch a short training video on the City website and sign a log as confirmation of completing the training. Employees of an FSE must be trained at the beginning of their term of employment, and twice each calendar year thereafter, on the following subjects:

- How to "dry wipe" pots, pans, dishware, and work areas before washing, to remove grease
- How to properly dispose of food waste, food soiled paper, and other organic solids within clear plastic liners or directly into the food scraps collection container to avoid leaking and odors
- The location and use of absorption products to clean under fryer baskets and other locations where waste cooking oil grease may be spilled or dripped
- How to properly dispose of grease or oils from cooking equipment into a waste cooking oil grease barrel or drum without spilling

Training must be documented, and FSEs must retain records indicating the date and time of the training, each employee's attendance, and each employee's understanding of the practices. Training records must be available for review at any reasonable time by the authorized inspector. Training logs and maintenance records of each FSE are uploaded to Lucity and linked to the City's GIS system.

The City is in the process of implementing Linko, a pretreatment and FOG management software that will support the City with tracking FSE background information and

associated FOG program inspection data. As part of the implementation of Linko, the City is updating records associated with food service establishments which will verify the actual number of food service establishments in the City and streamline FOG inspections.

#### Kitchen Exhaust Filters

Kitchen exhaust filters must be cleaned as frequently as necessary to be maintained in good operating condition (at least once a month is recommended).

### 7.5.5 Record Keeping and Reporting Requirements

Each commercial kitchen with a grease control device is required to keep records of cleaning, maintenance, and grease removal. All such records must be retained on site by the permitted facility for a minimum of 3 years. A separate maintenance log must be maintained for each grease control device and posted in the immediate vicinity of each device. Maintenance logs will include the following information: grease control device location and volume; maintenance dates; volume removed (gallons); disposal methods; and name of person performing maintenance; and, if the person is not employed by the commercial kitchen, the name, address, and phone number of the person or company performing the maintenance activities.

## 7.6 Fats, Oils, and Grease Control Program Resources

The City's has assigned FOG program inspection and enforcement duties to an Industrial Waste Inspector who verifies compliance with FOG ordinance requirements. An example of the inspection form used to document inspections is included in Attachment G4. The City currently utilizes Lucity to track restaurant names, owners, contact information, interceptor size, recycling methods, etc. As previously mentioned, the City is in the process of implementing Linko.

The City also uses Green Oceanside to assist with FOG program public outreach and FSE inspections to provide data regarding potential FOG program violations. Currently, Green Oceanside is planning to hire a 1,000-hour employee to support inspection data entry into Lucity. In addition, the City is considering unification of the FSE inspection with stormwater BMPs inspection.

## 7.7 Sewer System Maintenance Program for Fats, Oils, and Grease

The Sewer Collections Division has identified sections of the sewer system subject to grease blockages and established a cleaning maintenance schedule for each section. When a grease-related SSO occurs, the Industrial Waste Inspector will perform an inspection of all FSEs upstream of the blockage, including the review of maintenance records for grease control devices. Identification of pipe segments prone to blockage and the cause of the blockages is based on blockage history, CCTV inspection data, FOG investigations, and FOG source control inspections of FSEs.

Pipes prone to blockages can be addressed through more frequent cleaning, targeted outreach of upstream dischargers, and additional regulation on FOG discharges. Areas

known to be a problem have been put into monthly, quarterly, or semiannual cleaning frequencies. This program is described in detail in Chapter 4, Operations and Maintenance Program.

## 7.8 Preventive and Source Control Measures

The City uses a combination of preventive and source control measures to address FOG discharges to the sewer system, including the following:

- **FSE inspections:** This involves source control inspections of FSEs to determine compliance with FOG ordinance requirements. For FSEs with no grease control devices (grandfathered before the 2007 ordinance), the Industrial Waste Inspector educates the Owner and kitchen personnel on BMPs and recommends installation of a grease interceptor, if applicable.
- **High Frequency Cleaning Program:** This involves scheduled recurrent cleaning of known grease problem areas on frequencies of less than 12 months.
- **Chemical Application Program:** This involves the application of chemical products, when needed, at impacted sewer pump stations and sewer mains and manholes.
- **Scheduled Routine Main Cleaning Program:** This involves scheduled main cleaning frequencies between 1 and 6 months.
- **Sewer Mains and Manholes Inspection Program:** This involves the visual and/or televised inspection of mains and manholes between scheduled routine cleaning dates.
- **Sewer main replacement:** This involves the repair, replacement, or rehabilitation of impacted sewers to improve sewer flow velocities.

## 8 System Evaluation and Capacity Assurance Plan

This chapter describes the City's System Evaluation and Capacity Assurance Plan. The System Evaluation and Capacity Assurance Plan utilizes information from the 2015 Sewer Master Plan prepared for the City as part of the 2015 Integrated Master Plans for Water, Sewer, and Reclaimed Water Systems, and updated based on recently completed and currently planned projects in the City's CIP. The City is planning to initiate a comprehensive update of its Sewer Master Plan in 2021. Therefore, this chapter of the SSMP will be updated once the new Sewer Master Plan is complete.

### 8.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.viii – System Evaluation and Capacity Assurance Plan* requires that the City prepare and implement a CIP that will provide hydraulic capacity of key sanitary sewer system elements for peak dry weather flow conditions, as well as for peak flows under an appropriate design storm or wet weather event. At a minimum, the plan must include:

- a. **Evaluation:** *Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;*
- b. **Design criteria:** *Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and*
- c. **Capacity enhancement measures:** *The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.*
- d. **Schedule:** *The Enrollee shall develop a schedule of completion dates for all portions of the CIP developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14 of the order.*

### 8.2 System Evaluation

The City's 2015 Sewer Master Plan (Master Plan) was prepared for the purpose of aiding the City in the planning, development, and financing of wastewater collection system facilities; to provide reliable and enhanced service for existing customers; and to serve

anticipated land use changes and growth. The Master plan analyzed the City’s wastewater service area, which also includes areas outside the City limits, including the Rainbow MWD and portions of the City of Vista and Buena Sanitary District. Based on the City’s 2002 General Plan (amended in 2012) and information regarding major developments and potential redevelopment areas, the Master Plan developed estimates of existing (2013) and future wastewater flows. Future flow scenarios included near term (2020) and long term (2050).

The Master Plan developed a hydraulic model using InfoSWMM™ modeling software. The model included the major (10-inch and larger plus some 8-inch) pipes in the SLRWRF service area and all sewers in the La Salina WWTP area. In total, approximately 30 percent of the system (140 miles of pipe) was included in the model, as well as most of the system lift stations. The model was calibrated for both dry and wet weather flow conditions using data obtained during a flow monitoring study (30 flow meters) conducted in February and March 2013.

Design peak wet weather flows were based on a 10-year, 24-hour design storm event using a Soil Conservation Service, Type I temporal rainfall distribution<sup>3</sup>. For Oceanside, the design storm generates 3.03 inches of rainfall in 24 hours based on National Oceanic and Atmospheric Administration Atlas 14 Volume 6 precipitation frequency data, with a peak hour intensity of 0.79 inches. The rainfall was timed to generate a peak I/I response concurrent with the typical diurnal peak dry weather flow. For future development, a peak I/I rate of 500 gallons per day per acre was assumed based on the existing I/I flows from areas of the system with relatively low I/I.

The projected near-term and long-term average dry weather flow and peak wet weather flow as estimated for the 2015 Master Plan are presented in Table 8.1. The current average dry weather flow in the system (total of flows to SLRWRF and La Salina WWTP) is approximately 11 MGD.

**Table 8.1. Projected Wastewater Flows**

Flow Condition	Year	Average Dry Weather Flow (MGD)	Peak Wet Weather Flow (MGD)
Near term	2020	13.2	34.0
Long term	2050	16.5	38.9

Source: 2015 City of Oceanside Sewer Master Plan

Notes:

MGD=million gallons per day

<sup>3</sup> The Soil Conservation Service rainfall distributions are developed by the Natural Resources Conservation Service as documented in Appendix B of the USDA guidance document Urban Hydrology for Small Watersheds TR-55 (June 1986).

## 8.3 Design Criteria

Design criteria for evaluating the capacity of the existing sewer system and required size of new facilities were developed as part of the Sewer Master Plan. For gravity sewers, the criteria are based on maximum flow depth under design peak wet weather flow, expressed as the ratio of flow depth to pipe diameter. These criteria are presented in Table 8.2. Lift station capacity was determined by the lift station’s ability to pump peak flows with the largest pump out of service (firm capacity). Force main capacity deficiencies were identified based on design flow velocities greater than 8 feet per second. The Master Plan also specified criteria for minimum pipe slopes and velocities.

<b>Table 8.2. Maximum Flow Depth Criteria</b>	
<b>Sewer Type</b>	<b>Sewer Flow Depth (flow depth to pipe diameter ratio)</b>
Existing sewers	1.00
New sewers (10-inch and smaller)	0.50
New sewers (12-inch and larger)	0.67

Source: 2015 City of Oceanside Sewer Master Plan

The City’s *Water, Sewer, and Reclaimed Water Design and Construction Manual*, Section 3, Sewer Systems – Design Guidelines also includes criteria for design of sewer facilities. These criteria are primarily intended for design and construction of new sewer facilities to serve new development and include average sewage generation rates based on land use type, peaking factors based on population (for residential developments), or a specified peaking factor equation, and criteria for minimum sewer velocities and slopes. The sewage generation rates are shown in Table 8.3 and are consistent with those used in the 2015 Sewer Master Plan. Minimum slope criteria are also the same as those specified for new sewers in the Sewer Master Plan (0.50 percent for 8-inch sewers, 0.40 percent for 10-inch and larger sewers; 1.6 percent where minimum 2 feet per second velocity cannot be attained at peak flow).

<b>Table 8.3. Design Sewage Generation Rates</b>		
<b>Land Use Type</b>	<b>Unit</b>	<b>Average Flow (gpd/unit)</b>
Low density residential	Dwelling unit	170
Mid density residential	Dwelling unit	140
Industrial	Acre	1,000
Commercial	Acre	1,000
Hotels	Room	100

## 8.4 Capacity Enhancement Measures

Based on the modeling results and design capacity criteria, the 2015 Sewer Master Plan recommended 13 capacity-related improvement projects, as shown in Table 8-4.

- Eleven gravity sewer improvement projects (9 projects required to address existing capacity deficiencies, 2 projects to accommodate future development)
- Upgrades to the South Pacific Lift Station and Force Main<sup>4</sup>

Projects identified as being needed to address existing or near-term (2020) capacity deficiencies were proposed to be constructed between 2014 to 2020, and those needed for the long term would be constructed after 2020, depending on timing of need. The need for, timing, and costs of the capacity improvement projects identified in the 2015 Sewer Master Plan will be reevaluated as part of the upcoming Master Plan update.

In addition to Project WWC-1, the following projects involving upsizing of pipes or other capacity enhancement measures have been implemented by the City since 2015, as noted in the City's Budget Book Major Accomplishments:

- South Oceanside Downtown Sewerline Replacement Project
- Phase 1 of the Downtown Sewer Replacement Project
- Myers Tait Street Sewerline Replacement Project
- Jones Road Sewer Improvement Project
- Market Place Del Rio Trunk Sewer Improvements

The City is also in the process of replacing and relocating the Oceanside Boulevard Lift Station, which experienced a spill during the major rain event of April 2020. The project will address the station's condition, as well as capacity by adding additional emergency storage.

Plans are also underway to redirect flow to address the Buena Street siphon spill that occurred in January 2016. Mitigation measures will also include adding manhole inserts (rain pans) to minimize inflow into manholes located in drainage swales in this area.

The April 2020 rain event also caused a spill due to flooding of the Buena Vista Lift Station from the high water levels in the adjacent Buena Vista Creek. The station has adequate capacity but is vulnerable to flooding and outages due to its location adjacent to the creek. In the past, the City has implemented several sewer projects to redirect and reduce the flow to the lift station. Over the next 5 years, the City plans to prepare detailed contingency plans for critical, high-risk lift stations, including Buena Vista.

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<sup>4</sup> These projects have since been replaced with the Buccaneer Lift Station Project and decommissioning of the La Salina WWTP.



**Table 8-4. Proposed Capacity Project Improvements**

Identification	Description/ Street	Description/ Limits	Existing Diameter (inches)	New Diameter (inches)	New Capacity (MGD)	Replace/ New	Length (feet)	Estimated Capital Improvement Cost <sup>a</sup> (\$)
<b>Gravity Mains</b>								
WWC-1 <sup>b</sup>	S. Myers Street/Tait Street	Myers/Tait Street sewer line	Varies	8-30	—	Liner/ replace	6,550	—
WWC-2	Pier View Way	Alley south of N. Freeman Street to N. Cleveland Street	8	12	—	Replace	730	\$ 230,000
WWC-3	N. Freeman Street/Topeka Street	Alley south of S. Ditmar Street to Pier View Way	8-10	15	—	Replace	1,700	\$ 573,300
WWC-4	Near Interstate 5	Bush Street to Buena Street	10	15	—	Replace	230	\$ 77,600
WWC-4A	Interstate 5	Interstate 5 Crossing	12	15/30	—	Replace	420	\$ 382,100
WWC-5	McNeil Street	Alley west of Higgins Street to Puls Street	10	12	—	Replace	290	\$ 91,300
WWC-6	East of Jones Road	Jones Road to San Luis Rey Road	10	15	—	Replace	1,430	\$ 482,300
WWC-7	Foussat Road	Shadow Tree Drive to Benet Road	10	15	—	Replace	590	\$ 199,000
WWC-8 <sup>c</sup>	Near New Storm Basin	Assumed replacement	15	18	—	Replace	860	\$ 313,900

**Table 8-4. Proposed Capacity Project Improvements**

Identification	Description/ Street	Description/ Limits	Existing Diameter (inches)	New Diameter (inches)	New Capacity (MGD)	Replace/ New	Length (feet)	Estimated Capital Improvement Cost <sup>a</sup> (\$)
WWC-9	Evening Canyon Road/ Blackwell Road	Winslow Road to Lake Boulevard	8	12	—	Replace	730	\$ 230,000
WWC-10	Winslow Road	Sheridan Road to Warwick Circle	8	12	—	Replace	710	\$ 223,700
WWC-11 <sup>d</sup>	Mesa Drive	West of El Camino Real to north of Mesa Drive	24	30	—	Replace	1,480	\$ 946,200
<b>Lift Stations and Force Mains</b>								
WWC-12 <sup>e</sup>	South Pacific Lift Station	2-1,500 GPM pumps (capacity of 2.16 MGD)	—	—	4.32	Replace/ upsized	—	\$ 5,030,800
WWC-13 <sup>e</sup>	South Pacific Force Main	Replace existing force main	6	12	—	Replace	215	\$ 68,600

Source: 2015 City of Oceanside Sewer Master Plan

Notes:

<sup>a</sup> Costs from 2015 Master Plan (Los Angeles Engineering News Record Construction Cost Index 10736, January 2014) updated to current costs (Engineering News Record Construction Cost Index 12006, November 2020)

<sup>b</sup> Project completed

<sup>c</sup> Required for near-term development

<sup>d</sup> Required for long-term development

<sup>e</sup> These projects have since been replaced with the Buccaneer Lift Station Project and decommissioning of the La Salina WWTP  
GPM=gallons per minute; MGD=million gallons per day; WWTP=Wastewater Treatment Plant

## 8.5 Capital Improvement Program Schedule

As noted above, the City is planning a major update of its Sewer Master Plan in 2021 and will use the results of that study to update its capacity CIP schedule and budget. The City's Fiscal Year 2020/2021 CIP includes the following capacity-related projects:

- Oceanside Boulevard Lift Station Relocation (construction started January 2020, anticipated 18-month construction period)
- Downtown Sewer Replacement Phased 2 through 5 (construction to start in mid Fiscal Year 2020/2021 and continue through Fiscal Year 2027/2028)
- Buccaneer Lift Station and Force Main Project (Fiscal Year 2021/22 to Fiscal Year 2025/26)
- Mission Avenue/Interstate 5 Sewer Crossing (Fiscal Year 2021/2022)
- Mesa/Garrison Lift Station (Fiscal Year 2021/2022)
- Sewer Infiltration/Inflow Study for Harbor/Downtown Area (Fiscal Year 2021/2022)
- Sewer Pipeline Capacity Upgrades (Fiscal Year 2022/2023)

The City will also be initiating a flow monitoring program during the 2020/2021 wet weather season to obtain data for use in the Sewer Master Plan update. After completion of the updated Master Plan, the schedule for additional capacity improvements will be updated and incorporated into the City's CIP.

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## 9 Monitoring, Measurement, and Program Modifications

This chapter describes the City’s approach to maintaining, monitoring, and updating information relevant to evaluating the effectiveness of this SSMP.

### 9.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.ix – Monitoring, Measurement, and Program Modifications* requires the City to:

- a. *Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;*
- b. *Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;*
- c. *Assess the success of the Preventative Maintenance Program;*
- d. *Update program elements, as appropriate, based on monitoring or performance evaluations; and,*
- e. *Identify and illustrate SSO trends, including frequency, location, and volume.*

### 9.2 Maintenance of Information Used to Prioritize Activities

The SWQCB requires the City to maintain and use relevant information to establish and prioritize appropriate SSMP activities. The focus of the SSMP is to prevent sewer overflows and minimize the impacts of sewer overflows that occur. The City uses the following key performance indicators related to sewer overflow occurrence and response:

- Number of service calls, blockages, and SSOs over the past 12 months
- Volume distribution of SSOs (e.g., number of SSOs less than 100 gallons, 100 to 999 gallons, 1,000 to 9,999 gallons, greater than 10,000 gallons)
- Volume of SSOs that was contained in relation to total volume of SSOs
- Count of SSOs by cause (e.g., roots, grease, debris, pipe failure, pump station failure, capacity, other)
- Average time to respond to an SSO
- Relationship of capacity-related SSOs to storm event return frequency

### 9.3 Measuring Program Effectiveness and Monitoring Program Implementation

The City measures and monitors SSMP Program effectiveness and implementation on a monthly and annual basis. Table 9-1 summarizes the key performance indicators the City

uses to track SSMP Program effectiveness and implementation. Major sewer program accomplishments are included in the annual budget book.

**Table 9-1. Summary of Sewer System Management Plan Elements and Associated Performance Indicators Used to Track Program Effectiveness and Implementation**

SSMP Element	Summary of Element Purpose	Performance Indicators
Goals	<ul style="list-style-type: none"> <li>Establish priorities of the City and provide focus for City staff</li> </ul>	<ul style="list-style-type: none"> <li>Review of goals during SSMP Program audits and SSMP updates</li> </ul>
Organization	<ul style="list-style-type: none"> <li>Document organization of the City's staff and chain of command/ communication for SSO response</li> </ul>	<ul style="list-style-type: none"> <li>Review and update of organization chart and all contact information</li> </ul>
Legal Authority	<ul style="list-style-type: none"> <li>Ensure the City has sufficient legal authority to properly maintain and protect the integrity of the system</li> </ul>	<ul style="list-style-type: none"> <li>Annual review of codes and/or ordinances for revisions, including schedule for identified updates</li> </ul>
Operations and Maintenance Program	<ul style="list-style-type: none"> <li>Minimize blockages and SSOs by properly operating and maintaining the system</li> </ul>	<ul style="list-style-type: none"> <li>Total number and volume of SSOs</li> <li>Number of repeat SSOs at a given location</li> <li>Number of lateral SSOs</li> <li>Number of main line SSOs</li> <li>Total volume spilled</li> <li>Total amount recovered</li> <li>Total amount estimated to reach surface waters</li> <li>Percent reaching surface water</li> <li>Cause of SSO</li> <li>Total length of pipe that underwent CCTV</li> <li>Total length of pipe cleaned</li> <li>Total length of pipe repaired or replaced</li> </ul>
Design & Construction Standards	<ul style="list-style-type: none"> <li>Ensure new facilities are properly designed and constructed</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing review of new technologies and materials for collection systems assets</li> </ul>
OERP	<ul style="list-style-type: none"> <li>Provide timely and effective response to SSO emergencies and comply with regulatory reporting requirements</li> </ul>	<ul style="list-style-type: none"> <li>Average response time from call to arrival</li> <li>Average response time from arrival to SSO stoppage and cleanup</li> <li>Percent of total SSO volume contained or returned to sewer</li> </ul>

**Table 9-1. Summary of Sewer System Management Plan Elements and Associated Performance Indicators Used to Track Program Effectiveness and Implementation**

SSMP Element	Summary of Element Purpose	Performance Indicators
FOG Control	<ul style="list-style-type: none"> <li>Minimize blockages and overflows due to FOG</li> </ul>	<ul style="list-style-type: none"> <li>Number of blockages due to FOG</li> <li>Number of SSOs due to FOG</li> </ul>
Monitoring, Measurement, & Program Modifications	<ul style="list-style-type: none"> <li>Evaluate effectiveness of SSMP, keep SSMP up-to-date, and identify necessary changes to SSMP elements</li> </ul>	<ul style="list-style-type: none"> <li>Monthly and annual reporting</li> <li>Conduct annual review of California Integrated Water Quality System data</li> </ul>
Program Audits	<ul style="list-style-type: none"> <li>Formally identify SSMP effectiveness, limitations, and necessary changes on an annual basis</li> </ul>	<ul style="list-style-type: none"> <li>Date of completion of last audit</li> <li>Corrective action tracking</li> </ul>
Communication Plan	<ul style="list-style-type: none"> <li>Communicate with the public and satellite agencies</li> </ul>	<ul style="list-style-type: none"> <li>Place SSMP on the City's website</li> </ul>

Notes:

CCTV=closed-circuit television; FOG=fats, oils, and grease; OERP=Overflow Emergency Response Plan; SSMP=Sewer System Management Plan; SSO=sanitary sewer overflow

### 9.3.1 Monthly Report to Utility Commission

Monthly reports are submitted to the Utility Commission, an advisory entity to the City Council of appointed citizens. Department Heads, Managers, and Analysts typically attend the bimonthly Utility Commission meetings. The monthly report consists of the following:

- Collection system performance metrics:
  - Blockages in city mains
  - Total gallons spilled
  - Total gallons recovered
  - Net spillage
  - Gallons to public water ways
  - Amount of damages
- Production metrics:
  - Total footage cleaned
  - Total footage inspected/CCTV
  - Total cleaned/impacted
  - Over/under goal

- Percentage to goal

### 9.3.2 Annual Report to San Diego Regional Water Quality Control Board

The City also submits an annual report to the San Diego RWQCB that includes the following key performance indicators:

- Number of SSOs
- Volume of SSO recovered
- Number of warning upgrades (prenotification or alert technology, alarms, smart covers, etc.)
- Miles of sewer line cleaned
- Linear feet of CCTV
- Linear feet of sewer rehabilitation
- Fiscal impact on sewer repairs or rehabilitation

## 9.4 Assessing Preventative Maintenance Program Success

The City assesses the success of the preventative maintenance program on a monthly basis, primarily through review of sewer overflow performance indicators. The City also uses maintenance production indicators to track maintenance program implementation progress versus goal. Based on sewer overflow performance over the past 2 years, the City's sewer maintenance program has proven to be effective at minimizing the number of maintenance-related sewer overflow events.

## 9.5 Sewer System Management Plan Program Updates

The City is continually reviewing SSO events and SSO performance to identify both site-specific corrective actions to address the cause of a specific sewer overflow event, as well as trends in sewer overflows leading to identification and implementation of targeted or programmatic sewer overflow reduction strategies. Based on this review, the City determines whether the SSO event is likely to be a one-time event, a potentially recurring event at that specific site, or an indicator of a trend that requires a programmatic solution. As a result of this determination, the City may choose to employ one or more of the actions identified in Table 9-2 to address or mitigate the impacts of a potential failure.

**Table 9-2. Potential Actions to Address or Mitigate Impacts of Sewer Overflows**

Action Type	Potential Action	Potential Application	Lead Business Unit	SSMP Chapter
Preparedness	SSO contingency planning and response preparedness	Site-specific preparedness of high impact sites with high likelihood of failure	O&M	6
Preventive	Capacity assessment and remediation planning	Hydraulic issues, wet weather issues	Engineering	8
Preventive	Construction inspection and coordination	Minimize debris entering sewers from construction activities	Engineering	5
Preventive	Flow level monitoring	Monitoring of high-risk capacity constraints or known maintenance issues with high recurrence or high impact	O&M	4
Preventive	FOG investigation and source control	Grease blockages	O&M	7
Preventive	Force main condition assessment and remediation planning	Aging, defective or damaged force mains	Engineering	4
Preventive	Gravity pipeline condition assessment and remediation planning	Aging, defective, or damaged gravity mains	Engineering	4
Preventive	Lift station condition assessment and remediation planning	Aging pump station components	Engineering	4
Preventive	Post-construction cleaning	Remove debris potentially deposited in sewer from construction activities	Engineering	5
Preventive	Property owner outreach	Roots in lateral coming into mainline	O&M	4
Preventive	Sewer pipeline preventive maintenance	Recurring roots, grease, debris in pipe	O&M	4
Preventive	Targeted public outreach	Outreach to inform property owners of specific issues (e.g., recreational vehicle dump hose, illegal discharges)	O&M	4
Preventive	Utility locating protocols	Contractors digging into pipelines	O&M	4

**Table 9-2. Potential Actions to Address or Mitigate Impacts of Sewer Overflows**

Action Type	Potential Action	Potential Application	Lead Business Unit	SSMP Chapter
Procedure Modification	Procedures review, update, and training	SSO caused by operator error	O&M	4

Notes:

FOG=fats, oils, and grease; O&M=operation and maintenance; SSMP=Sewer System Management Plan; SSO=sanitary sewer overflow

# 10 Sewer System Management Plan Program Audit and Updates

The SSMP requires periodic internal audits to evaluate the effectiveness of the SSMP. This chapter details the City's plans to conduct such internal audits.

## 10.1 Regulatory Requirements

The SWRCB Order No. 2006-0003-DWQ, *Section D.13.x – SSMP Program Audits* requires the City to:

- *Conduct periodic internal audits, appropriate to the size of the system and the number of SSOs.*
- At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements identified in subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

## 10.2 Sewer System Management Plan Program Audit Process

The City plans to perform an SSMP Program audit once every 2 years. The Water Utilities Division Manager is responsible for initiating the SSMP Program audit process. The program audit reviews performance trends and the overall SSMP Program implementation and develops a set of audit findings and proposed corrective actions. The previous audit, input gathered throughout the term, and an assessment of current SSMP performance, are used to construct the initial draft of a new audit. This initial set of audit findings and proposed corrective actions are provided to SSMP Program implementation stakeholders for their review, comments, and additions. Stakeholders include staff from Sewer Collections, Engineering, Capital Projects, GIS, Regulatory Compliance and Laboratory.

Each SSMP element is evaluated for compliance with SSMP requirements, as well as effectiveness. Any deficiencies are identified, along with recommendations for correction. The Water Utilities Division Manager oversees collection and compilation of input from the program stakeholders and documentation of the findings in the audit report. The final audit report is reviewed by the Primary LRO (Sewer Collections Utility Supervisor) before final acceptance. Audit reports and related materials are maintained in a hard copy, and an electronic file is stored on the City's server. The City's most recent SSMP Program Audit Report from 2021 is included as Attachment J.

Table 10-1 shows the anticipated schedule for SSMP audits for the next 5 years.

**Table 10-1. Sewer System Management Plan Audit and Update Schedule**

Year	Activity
2021	Biennial internal audit planned in early 2021
2023	Biennial internal audit planned in early 2023
2025	Biennial internal audit planned in early 2025
2026	5-year SSMP update planned in early 2026

Notes:

SSMP=Sewer System Management Plan

### 10.3 Audit Implementation and Tracking of Results

Once SSMP Program audit findings and corrective actions are finalized, City staff responsible for the various elements of the SSMP Program implementation review the audit findings to determine an appropriate course of action. The Water Utilities Division Manager tracks implementation progress of audit corrective actions. Any deficiencies in meeting the schedule are identified, and mitigation measures are developed and implemented to ensure corrective actions are addressed.

### 10.4 Sewer System Management Plan Update Process

The Water Utilities Division Manager and Sewer Collections Utility Supervisor are responsible for ensuring the SSMP is updated when major changes to the SSMP Program implementation occur. If no major changes occur, the SSMP is updated 5 years (at a minimum) from the previous SSMP update, approval, and recertification. The results of the prior SSMP Program audit reports are factored into the SSMP update process.

# 11 Communication Program

This chapter describes the program in place to communicate with the public on the development, implementation, and performance of the SSMP and with tributary systems to the City's sewer system.

## 11.1 Regulatory Requirement

*SWRCB Order No. 2006-0003-DWQ, Section D.13.xi – Communication Program* requires the City to:

- *Communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the City as the program is developed and implemented.*
- *Create a plan of communication with systems that are tributary and/or satellite to the City's sanitary sewer system.*

## 11.2 Communications with Public

The City employs multiple modes of communication with the public regarding sewer system management program development, implementation, and performance. These modes include:

- Operating budget
- Utilities Commission review and approval
- City Council
- Green Oceanside
- Social media

The City's communication and engagement with the public provides opportunities for the public to comment on the SSMP during development and implementation, which is then incorporated into future updates of the plan.

### 11.2.1 Operating Budget

The operating budget, also known as the "Budget Book", is a public document available for download on the City's website. It is updated annually and includes a bulleted list documenting the City's major SSMP Program implementation and performance accomplishments.

## 11.2.2 Utilities Commission Review and Approval

The City has a Utilities Commission comprised of City residents appointed by City Council and representing a variety of interests and backgrounds. The primary responsibility of the Utilities Commission is to serve in an advisory capacity to the City Council and represent the entire community. The SSMP is reviewed and approved by the Utilities Commission and serves as the primary means for communicating SSMP development before approval by City Council. In addition to SSMP review and approval, the Utilities Commission reviews and makes recommendations regarding many aspects of sewer system management, including the following:

- Revisions to the annual utilities budget
- Annual capital improvement plans
- Long-term financing and modification of infrastructure
- Progress for Department-approved plans, including the SSMP, and makes recommendations, where appropriate, for revisions of such plans
- Proposed City ordinances and City policies pertaining to sewer services

Utilities Commission meetings are open to the public. The public also has the option to request comments be read/played into the record at the Utilities Commission meeting. The agenda for the meeting, published on the City website, provides contact information for the public to provide written comments on agenda items by emailing City staff or by calling the telephone number provided.

## 11.2.3 City Council Approval

After review and approval by the Utilities Commission, the SSMP is approved by City Council at a public meeting. This provides the public with a second opportunity to review and comment on the SSMP prior to approval by City Council. The SSMP is included as an attachment to the City Council meeting agenda. The agenda for the meeting, published on the City website, provides contact information for the public to provide written comments on agenda items by emailing City staff or calling the telephone number provided. The public has the option to request comments be read/played into the record at the City Council meeting. The public has the opportunity to attend the City Council meeting and can also watch the City Council meeting live on KOCT Cox Channel 19 or via live streaming ([www.koct.org/channel-19](http://www.koct.org/channel-19)).

## 11.2.4 Green Oceanside

The Green Oceanside campaign was established to implement programs that protect and conserve natural resources, as well as educate residents, businesses, and visitors on how to be better stewards of the environment. Through collaboration and partnerships between City departments, local businesses, community groups, schools, and residents, the Green Oceanside campaign provides an avenue for the public to learn how to actively protect the environment through community involvement and engagement. The Green Oceanside campaign offers numerous opportunities for people to participate in

events and programs that provide a direct benefit to the local environment while reducing the City's carbon footprint beyond its jurisdictional boundaries.

Environmental services and programs offered by the City include energy conservation, water conservation, water pollution prevention and zero waste. As Green Oceanside continues to evolve, the City will look for ways to incorporate outreach to the public focused on actions and practices the public can take to further reduce sewer overflows.

### 11.2.5 Social Media

The City uses Twitter, Facebook, YouTube, Instagram, and LinkedIn to communicate with the public and provides links to the City's social media content at the top of the City's homepage. These social media platforms provide another pathway for the City to educate the public on actions the public can take to further reduce sewer overflows.

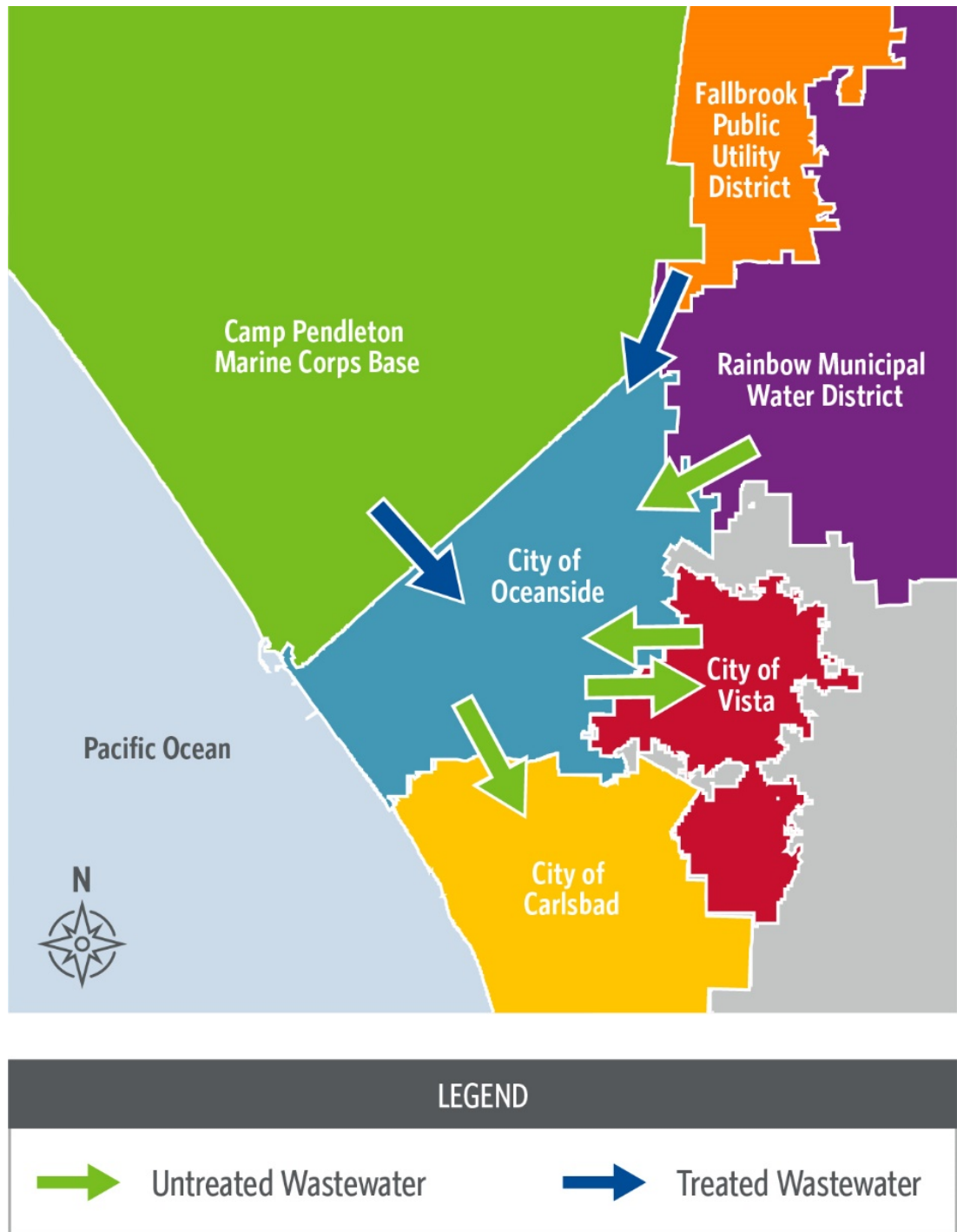
## 11.3 Communications with Neighboring and Tributary Systems

The City sewer system is tributary to several neighboring sewer systems. Rainbow MWD and the City of Vista convey untreated wastewater into the City sewer system. The City sewer system conveys untreated wastewater to the Vista-Carlsbad Interceptor through the Encina Bypass. The wastewater flow is conveyed to Encina Water Pollution Control Facility for treatment and disposal. The City has an existing agreement with the City of Vista for transfer of flows between the two collection systems.

In addition, Fallbrook PUD and Camp Pendleton Marine Corps Base convey treated wastewater and brine flows into the City service area to the City's Ocean Outfall. Figure 11-1 illustrates each of these neighboring and/or tributary systems and the direction of conveyed flows. The City has open lines of communications and working relationships with all neighboring and tributary systems.

The City is also partnering with San Elijo Joint Powers Authority and other North County wastewater agencies to perform public outreach regarding the proper disposal of wipes, which are known to cause clogging issues in the City's lift station pumps leading to increased risk of sewer overflows.

Figure 11-1. Neighboring Agencies and Tributary Collection Systems



## 12 Attachments

The following letter IDs are assigned to each SSMP element:

A – Goals

B – Organization

C – Legal Authorities

D – Operation and Maintenance Program

E – Design and Performance Provision Section

F – Overflow Emergency Response Plan

G – Fats, Oils, and Grease Program

H – System Evaluation and Capacity Assurance Plan

I – Monitoring, Measurement, and Program Modifications

J – SSMP Program Audit and Updates

K – Communication Plan

**Table 12-1. List of Attachments**

ID	Title	Owner	Last Updated
A1	SWRCB Order No. 2006-0003	Lori Rigby	
A2	RWQCB Order No. R9-2007-0005	Lori Rigby	
A3	SWRCB Order No. WQ 2013-0058-EXEC	Lori Rigby	
B1	Water Utilities Organization Chart	Martin Popma	2/23/2021
C1	Legal Agency Agreement	Lori Rigby	
D1	Accomplishments	Jeremy Kemp	
D2	Collections Stoppage Odor Report Form	Jeremy Kemp	
D3	Manhole Repair Form	Jeremy Kemp	
D4	Lift Station Data Sheet	Jeremy Kemp	
D5	Safety Meeting Report Form	Jeremy Kemp	
F1	Overflow Emergency Response Plan	Jeremy Kemp	3/5/2021
G1	Informational Poster with FOG Best Management Practices	Raymond (Chris) Smith	
G2	FOG Binder	Raymond (Chris) Smith	
G3	FOG Pamphlet	Raymond (Chris) Smith	
G4	FOG Inspection Form	Raymond (Chris) Smith	

Notes:  
<sup>a</sup> Several SSMP elements do not have attachments.



# Attachment A1. SWRCB Order No. 2006-0003

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**STATE WATER RESOURCES CONTROL BOARD  
ORDER NO. 2006-0003**

**STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS  
FOR  
SANITARY SEWER SYSTEMS**

The State Water Resources Control Board, hereinafter referred to as "State Water Board", finds that:

1. All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. Such entities are hereinafter referred to as "Enrollees".
2. Sanitary sewer overflows (SSOs) are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.
3. Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.
4. Major causes of SSOs include: grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, sanitary sewer system age and construction material failures, lack of proper operation and maintenance, insufficient capacity and contractor-caused damages. Many SSOs are preventable with adequate and appropriate facilities, source control measures and operation and maintenance of the sanitary sewer system.

## **SEWER SYSTEM MANAGEMENT PLANS**

5. To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific Sewer System Management Plan (SSMP). To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions.
6. Many local public agencies in California have already developed SSMPs and implemented measures to reduce SSOs. These entities can build upon their existing efforts to establish a comprehensive SSMP consistent with this Order. Others, however, still require technical assistance and, in some cases, funding to improve sanitary sewer system operation and maintenance in order to reduce SSOs.
7. SSMP certification by technically qualified and experienced persons can provide a useful and cost-effective means for ensuring that SSMPs are developed and implemented appropriately.
8. It is the State Water Board's intent to gather additional information on the causes and sources of SSOs to augment existing information and to determine the full extent of SSOs and consequent public health and/or environmental impacts occurring in the State.
9. Both uniform SSO reporting and a centralized statewide electronic database are needed to collect information to allow the State Water Board and Regional Water Quality Control Boards (Regional Water Boards) to effectively analyze the extent of SSOs statewide and their potential impacts on beneficial uses and public health. The monitoring and reporting program required by this Order and the attached **Monitoring and Reporting Program No. 2006-0003**, are necessary to assure compliance with these waste discharge requirements (WDRs).
10. Information regarding SSOs must be provided to Regional Water Boards and other regulatory agencies in a timely manner and be made available to the public in a complete, concise, and timely fashion.
11. Some Regional Water Boards have issued WDRs or WDRs that serve as National Pollution Discharge Elimination System (NPDES) permits to sanitary sewer system owners/operators within their jurisdictions. This Order establishes minimum requirements to prevent SSOs. Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for sanitary sewer systems statewide, Regional Water Boards may issue more stringent or more

prescriptive WDRs for sanitary sewer systems. Upon issuance or reissuance of a Regional Water Board's WDRs for a system subject to this Order, the Regional Water Board shall coordinate its requirements with stated requirements within this Order, to identify requirements that are more stringent, to remove requirements that are less stringent than this Order, and to provide consistency in reporting.

## REGULATORY CONSIDERATIONS

12. California Water Code section 13263 provides that the State Water Board may prescribe general WDRs for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general discharge requirements than individual discharge requirements.

This Order establishes requirements for a class of operations, facilities, and discharges that are similar throughout the state.

13. The issuance of general WDRs to the Enrollees will:

- a) Reduce the administrative burden of issuing individual WDRs to each Enrollee;
- b) Provide for a unified statewide approach for the reporting and database tracking of SSOs;
- c) Establish consistent and uniform requirements for SSMP development and implementation;
- d) Provide statewide consistency in reporting; and
- e) Facilitate consistent enforcement for violations.

14. The beneficial uses of surface waters that can be impaired by SSOs include, but are not limited to, aquatic life, drinking water supply, body contact and non-contact recreation, and aesthetics. The beneficial uses of ground water that can be impaired include, but are not limited to, drinking water and agricultural supply. Surface and ground waters throughout the state support these uses to varying degrees.

15. The implementation of requirements set forth in this Order will ensure the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each region and take into account the environmental characteristics of hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect

water quality in the area, costs associated with compliance with these requirements, the need for developing housing within California, and the need to develop and use recycled water.

16. The Federal Clean Water Act largely prohibits any discharge of pollutants from a point source to waters of the United States except as authorized under an NPDES permit. In general, any point source discharge of sewage effluent to waters of the United States must comply with technology-based, secondary treatment standards, at a minimum, and any more stringent requirements necessary to meet applicable water quality standards and other requirements. Hence, the unpermitted discharge of wastewater from a sanitary sewer system to waters of the United States is illegal under the Clean Water Act. In addition, many Basin Plans adopted by the Regional Water Boards contain discharge prohibitions that apply to the discharge of untreated or partially treated wastewater. Finally, the California Water Code generally prohibits the discharge of waste to land prior to the filing of any required report of waste discharge and the subsequent issuance of either WDRs or a waiver of WDRs.
17. California Water Code section 13263 requires a water board to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements shall, among other things, take into consideration the need to prevent nuisance.
18. California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
  - a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
  - b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
  - c. Occurs during, or as a result of, the treatment or disposal of wastes.
19. This Order is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality of Waters in California) in that the Order imposes conditions to prevent impacts to water quality, does not allow the degradation of water quality, will not unreasonably affect beneficial uses of water, and will not result in water quality less than prescribed in State Water Board or Regional Water Board plans and policies.
20. The action to adopt this General Order is exempt from the California Environmental Quality Act (Public Resources Code §21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, §15308). In addition, the action to adopt

this Order is exempt from CEQA pursuant to Cal.Code Regs., title 14, §15301 to the extent that it applies to existing sanitary sewer collection systems that constitute “existing facilities” as that term is used in Section 15301, and §15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

21. The Fact Sheet, which is incorporated by reference in the Order, contains supplemental information that was also considered in establishing these requirements.
22. The State Water Board has notified all affected public agencies and all known interested persons of the intent to prescribe general WDRs that require Enrollees to develop SSMPs and to report all SSOs.
23. The State Water Board conducted a public hearing on February 8, 2006, to receive oral and written comments on the draft order. The State Water Board received and considered, at its May 2, 2006, meeting, additional public comments on substantial changes made to the proposed general WDRs following the February 8, 2006, public hearing. The State Water Board has considered all comments pertaining to the proposed general WDRs.

**IT IS HEREBY ORDERED**, that pursuant to California Water Code section 13263, the Enrollees, their agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted hereunder, shall comply with the following:

#### **A. DEFINITIONS**

1. **Sanitary sewer overflow (SSO)** - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:
  - (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
  - (ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
  - (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.
2. **Sanitary sewer system** – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

For purposes of this Order, sanitary sewer systems include only those systems owned by public agencies that are comprised of more than one mile of pipes or sewer lines.

3. **Enrollee** - A federal or state agency, municipality, county, district, and other public entity that owns or operates a sanitary sewer system, as defined in the general WDRs, and that has submitted a complete and approved application for coverage under this Order.
4. **SSO Reporting System** – Online spill reporting system that is hosted, controlled, and maintained by the State Water Board. The web address for this site is <http://ciwqs.waterboards.ca.gov>. This online database is maintained on a secure site and is controlled by unique usernames and passwords.
5. **Untreated or partially treated wastewater** – Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.
6. **Satellite collection system** – The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.
7. **Nuisance** - California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
  - a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
  - b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
  - c. Occurs during, or as a result of, the treatment or disposal of wastes.

## **B. APPLICATION REQUIREMENTS**

1. **Deadlines for Application** – All public agencies that currently own or operate sanitary sewer systems within the State of California must apply for coverage under the general WDRs within six (6) months of the date of adoption of the general WDRs. Additionally, public agencies that acquire or assume responsibility for operating sanitary sewer systems after the date of adoption of this Order must apply for coverage under the general WDRs at least three (3) months prior to operation of those facilities.
2. **Applications under the general WDRs** – In order to apply for coverage pursuant to the general WDRs, a legally authorized representative for each agency must submit a complete application package. Within sixty (60) days of adoption of the general WDRs, State Water Board staff will send specific instructions on how to

apply for coverage under the general WDRs to all known public agencies that own sanitary sewer systems. Agencies that do not receive notice may obtain applications and instructions online on the Water Board's website.

3. Coverage under the general WDRs – Permit coverage will be in effect once a complete application package has been submitted and approved by the State Water Board's Division of Water Quality.

### **C. PROHIBITIONS**

1. Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.
2. Any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code Section 13050(m) is prohibited.

### **D. PROVISIONS**

1. The Enrollee must comply with all conditions of this Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.
2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:
  - (i) Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
  - (ii) Interpreted or applied to authorize an SSO that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
  - (iii) Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDR, superseding this general WDR, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
  - (iv) Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.
3. The Enrollee shall take all feasible steps to eliminate SSOs. In the event that an SSO does occur, the Enrollee shall take all feasible steps to contain and mitigate the impacts of an SSO.
4. In the event of an SSO, the Enrollee shall take all feasible steps to prevent untreated or partially treated wastewater from discharging from storm drains into

flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.

5. All SSOs must be reported in accordance with Section G of the general WDRs.
6. In any enforcement action, the State and/or Regional Water Boards will consider the appropriate factors under the duly adopted State Water Board Enforcement Policy. And, consistent with the Enforcement Policy, the State and/or Regional Water Boards must consider the Enrollee's efforts to contain, control, and mitigate SSOs when considering the California Water Code Section 13327 factors. In assessing these factors, the State and/or Regional Water Boards will also consider whether:
  - (i) The Enrollee has complied with the requirements of this Order, including requirements for reporting and developing and implementing a SSMP;
  - (ii) The Enrollee can identify the cause or likely cause of the discharge event;
  - (iii) There were no feasible alternatives to the discharge, such as temporary storage or retention of untreated wastewater, reduction of inflow and infiltration, use of adequate backup equipment, collecting and hauling of untreated wastewater to a treatment facility, or an increase in the capacity of the system as necessary to contain the design storm event identified in the SSMP. It is inappropriate to consider the lack of feasible alternatives, if the Enrollee does not implement a periodic or continuing process to identify and correct problems.
  - (iv) The discharge was exceptional, unintentional, temporary, and caused by factors beyond the reasonable control of the Enrollee;
  - (v) The discharge could have been prevented by the exercise of reasonable control described in a certified SSMP for:
    - Proper management, operation and maintenance;
    - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent SSOs (e.g., adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow (I/I), etc.);
    - Preventive maintenance (including cleaning and fats, oils, and grease (FOG) control);
    - Installation of adequate backup equipment; and
    - Inflow and infiltration prevention and control to the extent practicable.
  - (vi) The sanitary sewer system design capacity is appropriate to reasonably prevent SSOs.

- (vii) The Enrollee took all reasonable steps to stop and mitigate the impact of the discharge as soon as possible.
7. When a sanitary sewer overflow occurs, the Enrollee shall take all feasible steps and necessary remedial actions to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.

The Enrollee shall implement all remedial actions to the extent they may be applicable to the discharge and not inconsistent with an emergency response plan, including the following:

- (i) Interception and rerouting of untreated or partially treated wastewater flows around the wastewater line failure;
  - (ii) Vacuum truck recovery of sanitary sewer overflows and wash down water;
  - (iii) Cleanup of debris at the overflow site;
  - (iv) System modifications to prevent another SSO at the same location;
  - (v) Adequate sampling to determine the nature and impact of the release; and
  - (vi) Adequate public notification to protect the public from exposure to the SSO.
8. The Enrollee shall properly, manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.
9. The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally acceptable accounting practices.
10. The Enrollee shall provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan for all parts of the sanitary sewer system owned or operated by the Enrollee.
11. The Enrollee shall develop and implement a written Sewer System Management Plan (SSMP) and make it available to the State and/or Regional Water Board upon request. A copy of this document must be publicly available at the Enrollee's office and/or available on the Internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.

12. In accordance with the California Business and Professions Code sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. Specific elements of the SSMP that require professional evaluation and judgments shall be prepared by or under the direction of appropriately qualified professionals, and shall bear the professional(s)' signature and stamp.
13. The mandatory elements of the SSMP are specified below. However, if the Enrollee believes that any element of this section is not appropriate or applicable to the Enrollee's sanitary sewer system, the SSMP program does not need to address that element. The Enrollee must justify why that element is not applicable. The SSMP must be approved by the deadlines listed in the SSMP Time Schedule below.

### **Sewer System Management Plan (SSMP)**

- (i) **Goal:** The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.
- (ii) **Organization:** The SSMP must identify:
- (a) The name of the responsible or authorized representative as described in Section J of this Order.
  - (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
  - (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).
- (iii) **Legal Authority:** Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:
- (a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.);

- (b) Require that sewers and connections be properly designed and constructed;
  - (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
  - (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
  - (e) Enforce any violation of its sewer ordinances.
- (iv) **Operation and Maintenance Program.** The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:
- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
  - (b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
  - (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
  - (d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and

- (e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

(v) **Design and Performance Provisions:**

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

(vi) **Overflow Emergency Response Plan** - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- (b) A program to ensure an appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

(vii) **FOG Control Program:** Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

(viii) **System Evaluation and Capacity Assurance Plan:** The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs

that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;

- (b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
  - (c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
  - (d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.
- (ix) **Monitoring, Measurement, and Program Modifications:** The Enrollee shall:
- (a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
  - (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
  - (c) Assess the success of the preventative maintenance program;
  - (d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
  - (e) Identify and illustrate SSO trends, including: frequency, location, and volume.
- (x) **SSMP Program Audits** - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the

Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

- (xi) **Communication Program** – The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

14. Both the SSMP and the Enrollee's program to implement the SSMP must be certified by the Enrollee to be in compliance with the requirements set forth above and must be presented to the Enrollee's governing board for approval at a public meeting. The Enrollee shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in subsection D.15, below.

In order to complete this certification, the Enrollee's authorized representative must complete the certification portion in the Online SSO Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
P.O. Box 100  
Sacramento, CA 95812

The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online SSO Database and mail the form to the State Water Board, as described above.

15. The Enrollee shall comply with these requirements according to the following schedule. This time schedule does not supersede existing requirements or time schedules associated with other permits or regulatory requirements.

**Sewer System Management Plan Time Schedule**

<u>Task and Associated Section</u>	<b>Completion Date</b>			
	Population > 100,000	Population between 100,000 and 10,000	Population between 10,000 and 2,500	Population < 2,500
Application for Permit Coverage <b>Section C</b>	6 months after WDRs Adoption			
Reporting Program <b>Section G</b>	6 months after WDRs Adoption <sup>1</sup>			
SSMP Development Plan and Schedule <b>No specific Section</b>	9 months after WDRs Adoption <sup>2</sup>	12 months after WDRs Adoption <sup>2</sup>	15 months after WDRs Adoption <sup>2</sup>	18 months after WDRs Adoption <sup>2</sup>
Goals and Organization Structure <b>Section D 13 (i) &amp; (ii)</b>	12 months after WDRs Adoption <sup>2</sup>		18 months after WDRs Adoption <sup>2</sup>	
Overflow Emergency Response Program <b>Section D 13 (vi)</b>	24 months after WDRs Adoption <sup>2</sup>	30 months after WDRs Adoption <sup>2</sup>	36 months after WDRs Adoption <sup>2</sup>	39 months after WDRs Adoption <sup>2</sup>
Legal Authority <b>Section D 13 (iii)</b>				
Operation and Maintenance Program <b>Section D 13 (iv)</b>				
Grease Control Program <b>Section D 13 (vii)</b>	36 months after WDRs Adoption	39 months after WDRs Adoption	48 months after WDRs Adoption	51 months after WDRs Adoption
Design and Performance <b>Section D 13 (v)</b>				
System Evaluation and Capacity Assurance Plan <b>Section D 13 (viii)</b>				
Final SSMP, incorporating all of the SSMP requirements <b>Section D 13</b>				

1. In the event that by July 1, 2006 the Executive Director is able to execute a memorandum of agreement (MOA) with the California Water Environment Association (CWEA) or discharger representatives outlining a strategy and time schedule for CWEA or another entity to provide statewide training on the adopted monitoring program, SSO database electronic reporting, and SSMP development, consistent with this Order, then the schedule of Reporting Program Section G shall be replaced with the following schedule:

Reporting Program <b>Section G</b>	
Regional Boards 4, 8, and 9	8 months after WDRs Adoption
Regional Boards 1, 2, and 3	12 months after WDRs Adoption
Regional Boards 5, 6, and 7	16 months after WDRs Adoption

If this MOU is not executed by July 1, 2006, the reporting program time schedule will remain six (6) months for all regions and agency size categories.

2. In the event that the Executive Director executes the MOA identified in note 1 by July 1, 2006, then the deadline for this task shall be extended by six (6) months. The time schedule identified in the MOA must be consistent with the extended time schedule provided by this note. If the MOA is not executed by July 1, 2006, the six (6) month time extension will not be granted.

**E. WDRs and SSMP AVAILABILITY**

1. A copy of the general WDRs and the certified SSMP shall be maintained at appropriate locations (such as the Enrollee’s offices, facilities, and/or Internet homepage) and shall be available to sanitary sewer system operating and maintenance personnel at all times.

**F. ENTRY AND INSPECTION**

1. The Enrollee shall allow the State or Regional Water Boards or their authorized representative, upon presentation of credentials and other documents as may be required by law, to:
  - a. Enter upon the Enrollee’s premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order;
  - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;

- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
- d. Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order or as otherwise authorized by the California Water Code, any substances or parameters at any location.

## **G. GENERAL MONITORING AND REPORTING REQUIREMENTS**

1. The Enrollee shall furnish to the State or Regional Water Board, within a reasonable time, any information that the State or Regional Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The Enrollee shall also furnish to the Executive Director of the State Water Board or Executive Officer of the applicable Regional Water Board, upon request, copies of records required to be kept by this Order.
2. The Enrollee shall comply with the attached Monitoring and Reporting Program No. 2006-0003 and future revisions thereto, as specified by the Executive Director. Monitoring results shall be reported at the intervals specified in Monitoring and Reporting Program No. 2006-0003. Unless superseded by a specific enforcement Order for a specific Enrollee, these reporting requirements are intended to replace other mandatory routine written reports associated with SSOs.
3. All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within 30 days of receiving an account and prior to recording spills into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding a Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.
4. Pursuant to Health and Safety Code section 5411.5, any person who, without regard to intent or negligence, causes or permits any untreated wastewater or other waste to be discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State, as soon as that person has knowledge of the discharge, shall immediately notify the local health officer of the discharge. Discharges of untreated or partially treated wastewater to storm drains and drainage channels, whether man-made or natural or concrete-lined, shall be reported as required above.

Any SSO greater than 1,000 gallons discharged in or on any waters of the State, or discharged in or deposited where it is, or probably will be, discharged in or on any surface waters of the State shall also be reported to the Office of Emergency Services pursuant to California Water Code section 13271.

## **H. CHANGE IN OWNERSHIP**

1. This Order is not transferable to any person or party, except after notice to the Executive Director. The Enrollee shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new Enrollee containing a specific date for the transfer of this Order's responsibility and coverage between the existing Enrollee and the new Enrollee. This agreement shall include an acknowledgement that the existing Enrollee is liable for violations up to the transfer date and that the new Enrollee is liable from the transfer date forward.

## **I. INCOMPLETE REPORTS**

1. If an Enrollee becomes aware that it failed to submit any relevant facts in any report required under this Order, the Enrollee shall promptly submit such facts or information by formally amending the report in the Online SSO Database.

## **J. REPORT DECLARATION**

1. All applications, reports, or information shall be signed and certified as follows:
  - (i) All reports required by this Order and other information required by the State or Regional Water Board shall be signed and certified by a person designated, for a municipality, state, federal or other public agency, as either a principal executive officer or ranking elected official, or by a duly authorized representative of that person, as described in paragraph (ii) of this provision. (For purposes of electronic reporting, an electronic signature and accompanying certification, which is in compliance with the Online SSO database procedures, meet this certification requirement.)
  - (ii) An individual is a duly authorized representative only if:
    - (a) The authorization is made in writing by a person described in paragraph (i) of this provision; and
    - (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity.

## **K. CIVIL MONETARY REMEDIES FOR DISCHARGE VIOLATIONS**

1. The California Water Code provides various enforcement options, including civil monetary remedies, for violations of this Order.
2. The California Water Code also provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this Order, or

falsifying any information provided in the technical or monitoring reports is subject to civil monetary penalties.

**L. SEVERABILITY**

1. The provisions of this Order are severable, and if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order, shall not be affected thereby.
2. This order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, nor protect the Enrollee from liability under federal, state or local laws, nor create a vested right for the Enrollee to continue the waste discharge.

**CERTIFICATION**

The undersigned Clerk to the State Water Board does hereby certify that the foregoing is a full, true, and correct copy of general WDRs duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 2, 2006.

AYE: Tam M. Doduc  
Gerald D. Secundy

NO: Arthur G. Baggett

ABSENT: None

ABSTAIN: None



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Song Her  
Clerk to the Board



# Attachment A2. RWQCB Order No. R9-2007- 0005

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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
REGION 9, SAN DIEGO REGION

ORDER R9-2007-0005

WASTE DISCHARGE REQUIREMENTS  
FOR SEWAGE COLLECTION AGENCIES  
IN THE SAN DIEGO REGION

The California Regional Water Quality Control Board, San Diego Region (hereinafter Regional Board), finds that:

1. **STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS:** State Water Resource Control Board (State Board) Order No. 2006-0003-DWQ, *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, adopted by the State Board on May 2 2006, establishes minimum requirements to prevent sanitary sewer overflows (SSOs) from publicly owned/ operated sanitary sewer system. Order No. 2006-0003-DWQ is the primary regulatory mechanism for sanitary sewer systems statewide, but allows each regional board to issue more stringent or more prescriptive Waste Discharge Requirements (WDRs) for sanitary sewer systems within their respective jurisdiction.
2. **ENROLLMENT UNDER ORDER NO. 2006-0003-DWQ:** In accordance with Order No. 2006-0003-DWQ, all federal and state agencies, municipalities, counties, districts, and other public entities that own, operate, acquire, or assume responsibility for sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to apply for coverage under the general WDRs.
3. **ORDER No. 96-04:** On May 9, 1996, this Regional Board adopted Order No. 96-04, *General Waste Discharge Requirements Prohibiting Sanitary Sewer Overflows by Sewage Collection Agencies*, prohibiting the discharge of sewage from a sanitary sewer system at any point upstream of a sewage treatment plant. Each Sewage Collection Agency currently regulated under Order No. 96-04 is required to obtain enrollment under the State Board Order No. 2006-0003-DWQ.
4. **SAN DIEGO REGION SANITARY SEWER OVERFLOW REGULATIONS:** Order No. 96-04 has been an effective regulatory mechanism in reducing the number and magnitude of sewage spills in the Region. The Order is more stringent and prescriptive than Order No. 2006-0003-DWQ in that Order No. 2006-0003-DWQ may allow some SSOs that are currently prohibited under Order No. 96-04. In order to maintain regulation of Sanitary Sewer Systems in the San Diego Region consistent with the provisions of Order No. 96-04, this Order reaffirms the prohibition on all SSOs upstream of a sewage treatment plant. This strict prohibition implements the requirements contained in the Basin Plan, California Water Code, and Federal Clean Water Act.

5. **CONSISTENT REGIONAL REQUIREMENTS:** The regulation of all Sewage Collection Agencies will be consistent within the San Diego Region by requiring agencies such as California Department of Corrections; California State University, San Marcos; San Diego State University; and University of California, San Diego, which have not been regulated under Order No. 96-04, to comply with Regional Board requirements that augment State Board Order No. 2006-0003-DWQ.
6. **BASIN PLAN:** The Regional Board adopted a Water Quality Control Plan for the San Diego Basin (hereinafter Basin Plan) on September 8, 1994. The Basin Plan was subsequently approved by the State Board on December 13, 1994. Subsequent revisions to the Basin Plan have also been adopted by the Regional Board and approved by the State Board. The Basin Plan designates beneficial uses, narrative, and numerical water quality objectives, and prohibitions which are applicable to the discharges prohibited under this Order.
7. **PROHIBITIONS CONTAINED IN BASIN PLAN:** The Basin Plan contains the following prohibitions which are applicable to the discharges prohibited under this Order:
  - a. "The discharge of waste to waters of the state in a manner causing, or threatening to cause a condition of pollution, contamination, or nuisance as defined in California Water Code Section 13050, is prohibited."
  - b. "The discharge of treated or untreated waste to lakes or reservoirs used for municipal water supply, or to inland surface water tributaries thereto, is prohibited."
  - c. "The discharge of waste to inland surface waters, except in cases where the quality of the discharge complies with applicable receiving water quality objectives, is prohibited. ..."
  - d. "The dumping, deposition, or discharge of waste directly into waters of the state, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited unless authorized by the Regional Board."
  - e. "The unauthorized discharge of treated or untreated sewage to waters of the state or to a storm water conveyance system is prohibited."
  - f. "The discharge of waste to land, except as authorized by waste discharge requirements or the terms described in California Water Code Section 13264 is prohibited."
  - g. "The discharge of waste in a manner causing flow, ponding, or surfacing on lands not owned or under the control of the discharger is prohibited, unless the discharge is authorized by the Regional Board."

8. **PORTER-COLOGNE WATER QUALITY CONTROL ACT (CALIFORNIA WATER CODE, DIVISION 7):** California Water Code Section 13243 provides that a Regional Board, in establishing waste discharge requirements, may specify certain conditions or areas where the discharge of waste, or certain types of waste, is prohibited. California Water Code 13260 prohibits the discharge of waste to land prior to the filing of a required report of waste discharge and the subsequent issuance of either WDRs or a waiver of WDRs. California Water Code 13264 prohibits discharge of waste absent a report of waste discharge and waste discharge requirements.
9. **FEDERAL CLEAN WATER ACT:** The Federal Clean Water Act largely prohibits any discharge of pollutants from a point source to waters of the United States except as authorized under an NPDES permit. In general, any point source discharge of sewage effluent to waters of the United States must comply with technology-based, secondary treatment standards, at a minimum, and any more stringent requirements necessary to meet applicable water quality standards and other requirements. Hence, the unpermitted discharge of wastewater from a sanitary sewer system to waters of the United States is illegal under the Clean Water Act. Furthermore, the Code of Federal Regulation requires proper operation and maintenance of all POTW facilities including collection systems, which results in prevention of SSOs.
10. **RESCISSION OF ORDER No. 96-04:** Order No. 96-04 can be rescinded after all of the Sewage Collection Agencies regulated under Order No. 96-04 have obtained coverage under Order No. 2006-0003-DWQ.
11. **PRIVATE LATERAL SEWAGE DISCHARGES REPORTING:** Order No. 96-04 does not require Sewage Collection Agencies to report Private Lateral Sewage Discharges. Over the past several years, however, this Regional Board has been tracking the number of Private Lateral Sewage Discharges based on courtesy reports from the Sewage Collection Agencies. During the period from July 2004 through June 2006, a total of 268 Private Lateral Sewage Discharges were reported by the Agencies. During some of those months, more Private Lateral Sewage Discharges were reported than public SSOs. Because the Agencies are not required to report Private Lateral Sewage Discharges, it is not known if the numbers reported fully represent the number and locations of Private Lateral Sewage Spills in the Region.

Finding Nos. 2, 3, and 4 of State Board Order No. 2006-0003-DWQ pertaining to causes of SSOs and the potential threat to water quality resulting from SSOs are also applicable to Private Lateral Sewage Discharges. Because Private Lateral Sewage Discharges are numerous and are a potential threat to public health and the environment, there is a need to have a reliable reporting system for Private Lateral Sewage Discharges for similar reasons as the public SSOs. Although sewage collection agencies are not responsible for the cause, cleanup, or repair of Private Lateral Sewage Discharges, sewage collection agencies are typically notified and/or are the first responders to Private Lateral Sewage Discharges. Consequently, requiring the sewage collection agencies to report all known Private Lateral Sewage Discharges is reasonable and a first step toward development of a regulatory approach for reducing Private Lateral Sewage Discharges in the San Diego Region.

12. **PERMITTING FEES:** This Order will serve as additional requirements to the State Board Order No. 2006-0003-DWQ. Sewage Collection Agencies that are covered and pay the fees under State Board Order No. 2006-0003-DWQ (or orders that supersede 2006-0003-DWQ) will not be required to pay for fees under this Order No. R9-2007-0005.
13. **CALIFORNIA ENVIRONMENTAL QUALITY ACT:** The action to adopt this Order is exempt from the California Environmental Quality Act (Public Resources Code §21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, §15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., title 14, §15301 to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in Section 15301, and §15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.
14. **PUBLIC NOTICE:** The Regional Board has notified all known interested persons and the public of its intent to consider adoption of this Order. Interested persons and the public have had reasonable opportunity to participate in review of the proposed Order.
15. **PUBLIC HEARING:** The Regional Board has considered all comments pertaining to this Order submitted to the Regional Board in writing, or by oral presentations at the public hearing held on February 14, 2007.

**IT IS HEREBY ORDERED**, that all Sewage Collection Agencies within the San Diego Region, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, shall comply with the following, in addition to the State Water Resource Control Board Order No. 2006-0003-DWQ (or orders that supersede 2006-0003-DWQ) and its addenda (hereinafter referred to as State Board Order):

#### A. Definitions

1. For purposes of this Order, a Sewage Collection Agency shall mean an "enrollee", as defined in the State Board Order, within the boundaries of the San Diego Region.

#### B. Prohibition

1. The discharge of sewage from a sanitary sewer system at any point upstream of a sewage treatment plant is prohibited.

#### C. Monitoring and Reporting Program Requirements

1. Each Sewage Collection Agency shall report all SSOs in accordance with the Monitoring and Reporting Program No. 96-04 until the Sewage Collection Agency notifies the Regional Board that they can successfully report the SSOs to the State Board Online SSO System. The notification shall be a letter signed and certified by a person designated, for a municipality, state, federal or other public agency, as either a principal executive officer or ranking elected official.
2. For Category 1 (as defined in State Board Monitoring and Reporting Program No. 2006-0003-DWQ) SSOs, the Sewage Collection Agency shall provide notification of the SSO to the Regional Board by phone, email, or fax within 24 hours after the Sewage Collection Agency becomes aware of the SSO, notification is possible, and notification can be provided without substantially impeding cleanup or other emergency measures. The information reported to the Regional Board shall include the name and phone number of the person reporting the SSO, the responsible sewage collection agency, the estimated total sewer overflow volume, the location of the SSO, the receiving water (if any), the start date/time of the SSO (if known), the end date/time of the SSO (or whether or not the sewer overflow is still occurring at the time of the report), and confirmation that the local health services agency was or will be notified as required under the reporting requirements of the local health services agency.
3. The Sewage Collection Agency shall provide notification of all Private Lateral Sewage Discharges (as defined in the State Board Order), for which they become aware of, that equal or exceed 1,000 gallons; result in a discharge to a drainage channel and/or surface water; and/or discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system, to the Regional Board by phone or fax within 24 hours after the Sewage Collection Agency becomes aware of the Private Lateral Sewage Discharge, notification is possible, and notification can be provided without substantially impeding cleanup or other emergency measures. The information reported to the Regional Board shall include the following information, if known: the name and phone number of the person reporting the Private Lateral Sewage Discharge, the service area where the Private Lateral Sewage Discharge occurred, the responsible party (other than the Sewage Collection Agency, if known), the estimated Private

Lateral Sewage Discharge volume, the location of the Private Lateral Sewage Discharge, the receiving water (if any), the start date/time of the Private Lateral Sewage Discharge, the end date/time of the Private Lateral Sewage Discharge (or whether or not the sewer overflow is still occurring at the time of the report), and confirmation that the local health services agency was or will be notified as required under the reporting requirements of the local health services agency.

4. The following requirement supersedes the Private Lateral Sewage Discharge Reporting Timeframe for Private Lateral Sewage Discharges in the State Board Monitoring and Reporting Program No. 2006-0003-DWQ: For Private Lateral Sewage Discharges that occur within a Sewage Collection Agency's service area and that a Sewage Collection Agency becomes aware of, the Sewage Collection Agency shall report the Private Lateral Sewage Discharge to the State Board Online SSO Database within 30 days after the end of the calendar month in which the Private Lateral Sewage Discharge occurs. The Sewage Collection Agency must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than the Sewage Collection Agency) should be identified, if known. The Sewage Collection Agency will not be responsible for the cause, cleanup, or repair of Private Lateral Sewage Discharges, but only the reporting of those within their jurisdiction and for which they become aware of.

#### D. Notification

1. Upon completion with Monitoring and Reporting Program Requirement C.1, the Regional Board will give written notice to the Sewage Collection Agency stating that regulation of the Sewage Collection Agency under Order No. 96-04 is terminated.
2. Order No. 96-04 is rescinded once regulation of all Sewage Collection Agencies under Order No. 96-04 is terminated. The Regional Board will give written notice to all of the Sewage Collection Agencies stating that all Sewage Collection Agencies under Order No. 96-04 was terminated and, thus, Order 96-04 is rescinded.

*I, John Robertus, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of Order No. 2007-0005 adopted by the California Regional Water Quality Control Board, San Diego Region on February 14, 2007.*

  
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JOHN H. ROBERTUS  
Executive Officer



# Attachment A3. SWRCB Order No. WQ 2013- 0058-EXEC

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STATE OF CALIFORNIA  
WATER RESOURCES CONTROL BOARD  
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM  
FOR  
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR  
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"<sup>1</sup> (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information<sup>2</sup> to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

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<sup>1</sup> Available for download at:

[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2006/wqo/wqo2006\\_0003.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf)

<sup>2</sup> Cal OES Hazardous Materials Spill Reports available Online at:

[http://w3.calema.ca.gov/operational/mal haz.nsf/\\$defaultview](http://w3.calema.ca.gov/operational/mal haz.nsf/$defaultview) and <http://w3.calema.ca.gov/operational/mal haz.nsf>

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS<sup>3</sup> Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program<sup>4</sup> objectives, assess compliance, and enforce the requirements of the SSS WDRs.

**IT IS HEREBY ORDERED THAT:**

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on September 9, 2013.

8/6/13

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Thomas Howard  
Executive Director

<sup>3</sup> California Integrated Water Quality System (CIWQS) publicly available at <http://www.waterboards.ca.gov/ciwqs/publicreports.shtml>

<sup>4</sup> Statewide Sanitary Sewer Overflow Reduction Program information is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/ssor/](http://www.waterboards.ca.gov/water_issues/programs/ssor/)

## ATTACHMENT A

### STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

#### AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

#### A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <b>any volume</b> resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none"><li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li><li>• Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</li></ul>
CATEGORY 2	Discharges of untreated or partially treated wastewater of <b>1,000 gallons or greater</b> resulting from an enrollee's sanitary sewer system failure or flow condition that <b>do not</b> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <b>within a privately owned sewer lateral</b> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <b>voluntarily</b> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

**Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements**

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>• Within two hours of becoming aware of any Category 1 SSO <b>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</b>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	Call Cal OES at: <b>(800) 852-7550</b>
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>• Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>• Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>• Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>• SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>• “No Spill” Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>• Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee’s Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>• Conduct water quality sampling <b>within 48 hours</b> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>• SSO event records.</li> <li>• Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>• Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>• Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.

## **B. NOTIFICATION REQUIREMENTS**

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
  - i. Name of person notifying Cal OES and direct return phone number.
  - ii. Estimated SSO volume discharged (gallons).
  - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
  - iv. SSO Incident Description:
    - a. Brief narrative.
    - b. On-scene point of contact for additional information (name and cell phone number).
    - c. Date and time enrollee became aware of the SSO.
    - d. Name of sanitary sewer system agency causing the SSO.
    - e. SSO cause (if known).
  - v. Indication of whether the SSO has been contained.
  - vi. Indication of whether surface water is impacted.
  - vii. Name of surface water impacted by the SSO, if applicable.
  - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
  - ix. Any other known SSO impacts.
  - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

### C. **REPORTING REQUIREMENTS**

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a “Username” and “Password” by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
  - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee’s sanitary sewer system failure or flow condition that:
    - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
    - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
  - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee’s sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
  - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
  - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
    - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
    - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.  
  
If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

## 5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
  - a. Complete and detailed explanation of how and when the SSO was discovered.
  - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - d. Detailed description of the cause(s) of the SSO.
  - e. Copies of original field crew records used to document the SSO.
  - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
  - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at [CIWQS@waterboards.ca.gov](mailto:CIWQS@waterboards.ca.gov) or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
  2. SSO Location Name.
  3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
  4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
  5. Whether or not the SSO reached a municipal separate storm drain system.
  6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
  7. Estimate of the SSO volume, inclusive of all discharge point(s).
  8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
  9. Estimate of the SSO volume recovered (if applicable).
  10. Number of SSO appearance point(s).
  11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
  12. SSO start date and time.
  13. Date and time the enrollee was notified of, or self-discovered, the SSO.
  14. Estimated operator arrival time.
  15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
  16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
  2. SSO end date and time.
  3. SSO causes (mainline blockage, roots, etc.).
  4. SSO failure point (main, lateral, etc.).
  5. Whether or not the spill was associated with a storm event.
  6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
  7. Description of spill response activities.
  8. Spill response completion date.
  9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.

ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
1001 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814

**D. WATER QUALITY MONITORING REQUIREMENTS:**

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

**E. RECORD KEEPING REQUIREMENTS:**

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
  - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
  - b. Date and time the complainant or informant first noticed the SSO.
  - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
  - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
  - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
  - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
  4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
    - i. Supervisory Control and Data Acquisition (SCADA) systems
    - ii. Alarm system(s)
    - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

## **F. CERTIFICATION**

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing [help@ciwqs.waterboards.ca.gov](mailto:help@ciwqs.waterboards.ca.gov).

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

### CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13

Date



Jeanine Townsend  
Clerk to the Board

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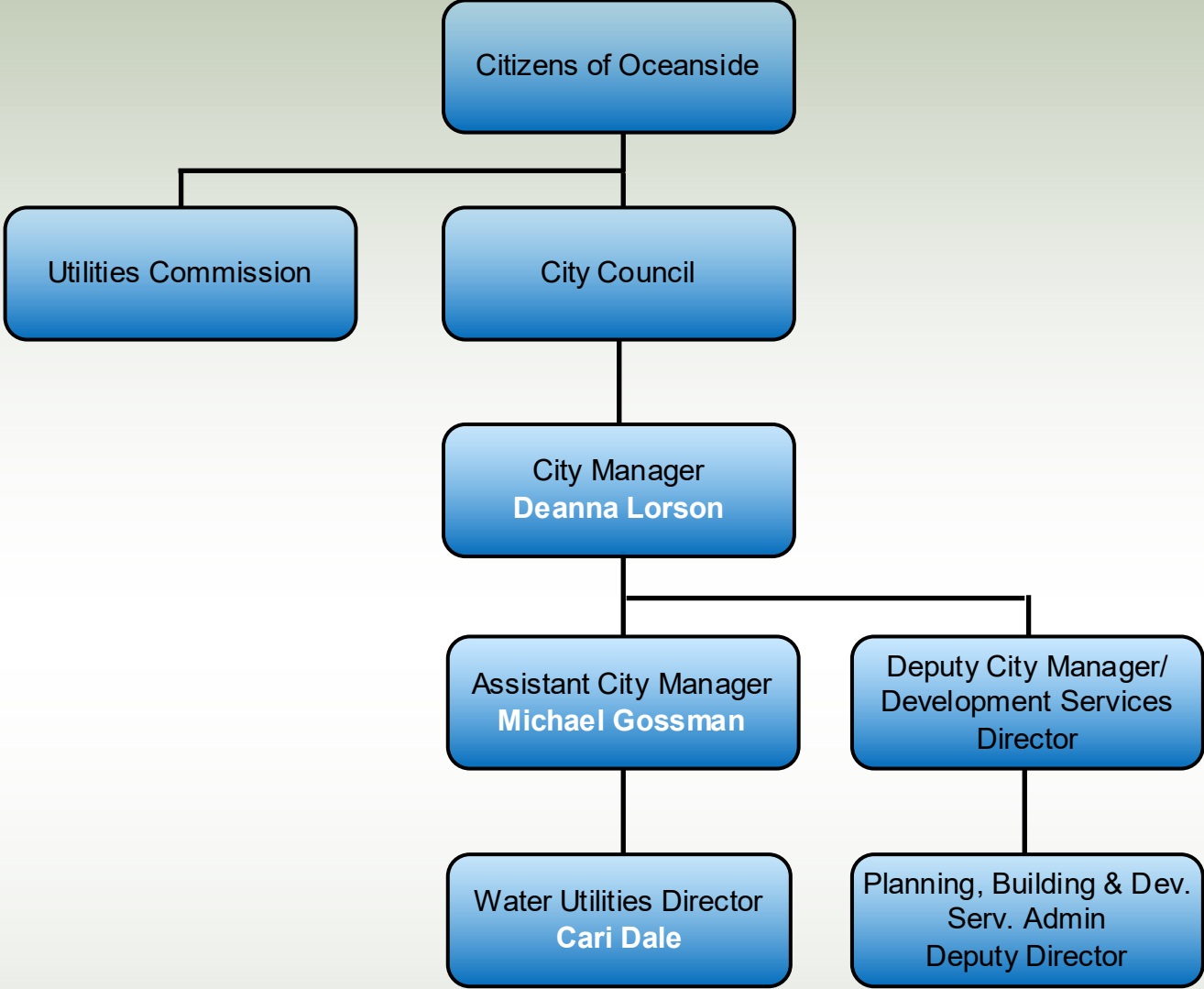


# Attachment B1. Water Utilities Organization Chart

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# CITY OF OCEANSIDE SSMP PROGRAM ORGANIZATION CHART

## EXECUTIVE MANAGEMENT & GOVERNING BOARD

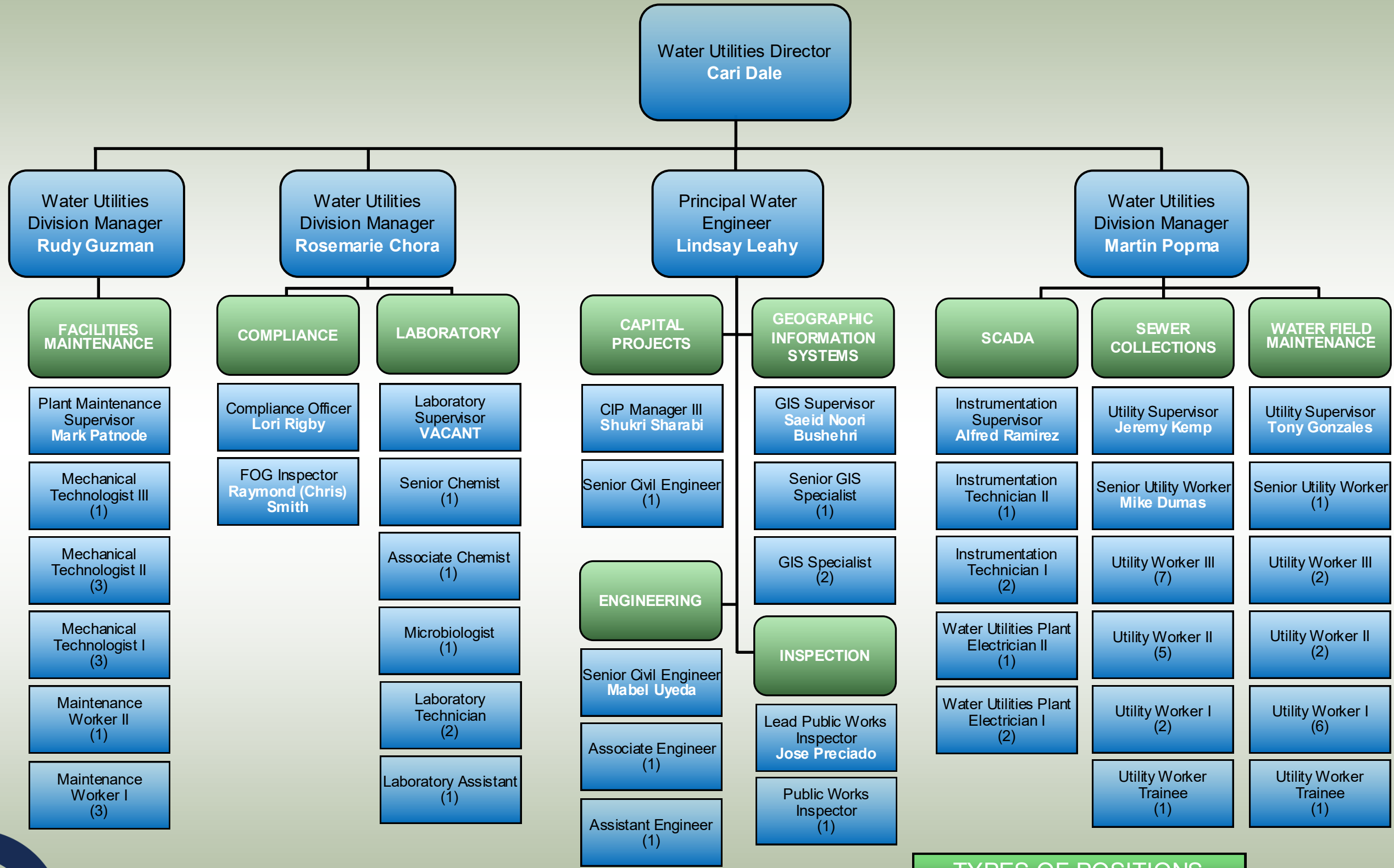


TYPES OF POSITIONS	
Job Title Employee Name (or # of employees)	FULL-TIME PERMANENT



# CITY OF OCEANSIDE SSMP PROGRAM ORGANIZATION CHART

## WATER UTILITIES



**TYPES OF POSITIONS**

Job Title Employee Name (or # of employees)	FULL-TIME PERMANENT
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# Attachment C1. Legal Agency Agreements

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AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND  
THE CITY OF VISTA FOR TRANSFER OF  
SEWAGE FLOWS BETWEEN AGENCIES

This AGREEMENT, made and entered into between the City of Vista, hereinafter called "VISTA" and the City of Oceanside, hereinafter called "OCEANSIDE", on the 24th day of October, 1984.

RECITALS

WHEREAS, in order to minimize costs of sewage treatment and disposal, Vista and Oceanside desire to trade flows from those areas hereinafter described, and

WHEREAS, Oceanside owns and operates facilities for treatment and disposal of sewage, and

WHEREAS, Vista is member agency in the Encina Water Pollution Control Facility which owns and operates facilities for treatment and disposal of sewage, and

WHEREAS, portions of Oceanside lie within the Buena Vista Basin, tributary to Vista's primary trunk sewer, and

WHEREAS, portions of Vista lie within the Loma Alta, Agua Hedionda and San Luis Rey basins, tributary to sewers within the City of Oceanside, and

WHEREAS, there is an existing agreement entitled, "AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND THE VISTA SANITATION DISTRICT FOR SEWER CONNECTIONS BETWEEN AGENCIES",

NOW THEREFORE, it is agreed between Oceanside and Vista as follows:

1. The existing agreement entitled, "AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND THE VISTA SANITATION DISTRICT FOR SEWER CONNECTIONS BETWEEN AGENCIES" is no longer in effect.

2. Oceanside and Vista agree to transfer flows between their respective systems as described hereinafter.

3. Wastewater delivered from one city to another shall meet the discharge requirements, including all industrial waste discharge limitations of the city in which the wastewater is generated. If the wastewater delivered from one city to another has a detrimental effect on the receiving city's conveyance or treatment facilities and the receiving city has more stringent discharge limitations and adherence to these limitations would, in the opinion of the receiving city, eliminate the detrimental effect, then the generating city shall adopt the receiving city's discharge limitations for the area connected.

4. Each city has the right under this AGREEMENT to contribute flow up to the amount shown in the charts below to the other city at the approximate locations described in Appendix A. Either city has the option of accepting flows greater, or at different locations, than shown in Chart 1 and Chart 2. The city receiving flows at these points will provide all necessary sewerage facilities to transport and treat the flows. The only costs which will be reimbursed are those described in Part 7.

CHART 1

Flow Transfer Chart  
VISTA TO OCEANSIDE  
Average Daily Flows (mgd)

<u>BASIN</u>	<u>MAXIMUM FLOWS</u>
OV1	.30
OV2	.30
OV3	.05
OV4	.40
OV5	.55
OV6	.55
<u>TOTAL</u>	<u>2.15</u>

CHART 2

Flow Transfer Chart  
OCEANSIDE TO VISTA  
Average Daily Flows (mgd)

<u>BASIN</u>	<u>MAXIMUM FLOWS</u> <u>(Excluding OV1 and OV2)</u>
Wilcox Triangle	2.15

5. It is not a requirement of this AGREEMENT that equal flows be transferred from one city to another. If one city receives more sewerage from the other city than it delivers, it shall be entitled to compensation. The amount of compensation shall be based on the difference in the amount of flow it delivers compared to what it receives. The method of determining the differential flow is described in Part 6.

6. The differential flow shall be determined as follows:

Transferred sewage flows from Oceanside to Vista shall be determined by metering through a structure constructed by Oceanside at the single point of connection upstream of the College Avenue crossing of Buena Vista Creek. Oceanside flow to Vista may also be determined by multiplying the number of EDUs connected to Vista's system by 250 gallons per day if metered data is not available.

Transferred sewage flows from Vista to Oceanside shall be determined by multiplying the number of equivalent dwelling units (EDUs) connected to the Oceanside system by 250 gallons per day (GPD). Metered flows may be substituted for all or any portion of Vista's flows.

Equivalent dwelling units for any flow transferred under this AGREEMENT shall be determined in accordance with the applicable ordinance for the agency generating the flow.

Differential Flow:

Oceanside's metered flow minus average yearly number of EDUs of Vista Sewage transferred times 250 GPD = differential flow

If the differential flow is positive, Oceanside shall be compensated by Vista. If the differential flow is negative, Vista shall be compensated by Oceanside.

7. Compensation shall be determined as follows:

If Vista is to be compensated:

$$\frac{\text{differential flow}}{\text{total flow at Vista meter}} \times \text{total O\&M costs payable to Encina}$$

Total audited O&M cost at Encina shall include all audited costs for O&M of Buena Vista Pump Station, Agua Hedionda Pump Station, Encina Water Pollution Control Facility and the Ocean Outfall assigned to the City of Vista. All costs associated with capital improvements including engineering shall not be considered O&M costs. Overhead costs including management costs shall be considered O&M costs.

If Oceanside is to be compensated:

$$\frac{\text{differential flow}}{\text{total flow at San Luis Rey Plant}} \times \text{total O\&M cost for San Luis Rey Plant}$$

Total audited O&M costs at San Luis Rey Plant shall include overhead and management costs associated with the plant, including any pumping costs associated with the transferred flow. All costs associated with capital improvements including engineering shall not be considered O&M costs.

8. Compensation shall be paid quarterly based on the previous year's audited costs. When audits are completed and actual compensation computed, a final payment or credit shall be made. If the total yearly compensation is less than \$10,000, then quarterly payments will not be required and one yearly payment will be made. The final payment or yearly payment shall be made by October 1 for the previous fiscal year.

9. It is the intent of this AGREEMENT to provide low cost conveyance of wastewater to both parties to this AGREEMENT. To this end it will be the responsibility of the downstream city to size their facilities to accommodate the flows shown in Section 6 of this AGREEMENT. This does not require the downstream city to build improvements to the exclusive use of the upstream city. It only requires that when lines are constructed they be sized for the flows listed in Chart 1 and Chart 2. The downstream city shall cooperate in reserving the necessary rights of way or easements for the upstream city's access to the downstream city's sewers.

10. It shall be the responsibility of both cities to maintain their sewer system in a state of repair that will prevent excessive infiltration and inflow from entering downstream sewers belonging to the other city.

For the purpose of this AGREEMENT if the peak flow to average flow ratio exceeds 2.5 to 1 then the infiltration and inflow shall be considered excessive.

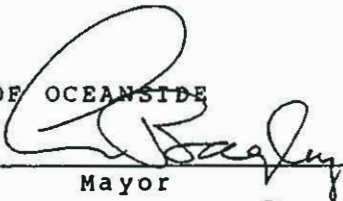
11. Either party may terminate this AGREEMENT at any time upon written notice to the other party. Such termination will be effective ten years after receipt of notice by the other party unless otherwise agreed and stipulated to by both parties. The parties will remain liable after termination of this contract for all obligations incurred before recission.

12. Each party agrees to hold the other harmless in the event of the receiving party's equipment failure or breakdown.

13. This AGREEMENT shall constitute the full and final AGREEMENT between the parties. No other addition, deletions, or modification shall be valid unless in writing.

CITY OF OCEANSIDE

BY

  
\_\_\_\_\_  
Mayor

Attest:

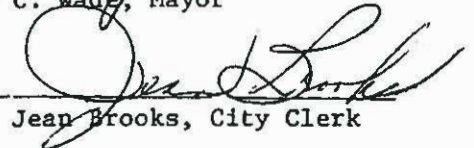
  
\_\_\_\_\_  
City Clerk

CITY OF VISTA

BY

  
\_\_\_\_\_  
Nancy C. Wade, Mayor


Attest:

  
\_\_\_\_\_  
Jean Brooks, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

APPENDIX "A"

DISCUSSION OF THE BASINS

OV1

The point of connection for transfer of the City of Vista sewage to Oceanside will be in Lake Boulevard. If this area develops prior to the construction of the sewer to serve OV1, Oceanside shall obtain easements which will allow the construction of the line.

OV2

Basin OV2 will have two points of connection to Oceanside sewers. One of the connections will be to Fieldgate Road. The other will be to Morning Canyon Road. Oceanside shall assist Vista in the acquisition of easement for these lines.

OV3

Basin OV3 will have multiple points of connection to Oceanside sewers. The existing connection in Granada Drive will serve as one of the points. Other connections as needed to serve Vista residents or businesses may be made.

OV4

Basin OV4 will also have multiple points of connection to Oceanside sewers. The existing connection near Oceanside Boulevard will serve as one of the connections. Other connections as needed to serve Vista residents or businesses may be made.

OV5

Basin OV5 will have two points of connection to Oceanside sewers. Vista is going to construct a sewer line through Guajome Park. This line will begin at the corner of Willowbrook Drive and North Santa Fe Avenue. The line will cross through Guajome Park and return to North Santa Fe Avenue on the far side of Guajome Park. Vista will be reimbursed for the construction of this line by property owners in the area. Vista will deed the portion of this line to Oceanside which will convey flows from the Guajome Park Estates area of Oceanside. There will be two points of connection of Vista sewers to Oceanside within Guajome Park.

OV6

Basin OV6 will have one point of connection to the Oceanside sewer system. The connection point will be near Majella Road in the Jeffries Ranch area of Oceanside.

WILCOX TRIANGLE

The approximate point of connection will be upstream of the College Avenue crossing of Buena Vista Creek.



**AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE, CALIFORNIA  
AND THE RAINBOW MUNICIPAL WATER DISTRICT FOR THE  
CONSTRUCTION, USE, MAINTENANCE AND OPERATION OF  
WASTEWATER, TRANSMISSION, TREATMENT AND DISPOSAL FACILITIES**

THIS AGREEMENT, made and entered into as of the 13th day of February, 2002, by and between the CITY OF OCEANSIDE, California, a municipal corporation, hereinafter referred to as "City", and the RAINBOW MUNICIPAL WATER DISTRICT, a public corporation organized and existing under the Municipal Water District Act of 1911, Division 20 of the Water Code of the State of California hereinafter referred to as "RMWD".

RECITALS

WHEREAS, City and RMWD each provide wastewater collection and conveyance facilities and/or services within the San Luis Rey Basin;

WHEREAS, City owns wastewater conveyance, treatment and disposal facilities located in the City of Oceanside and is willing to treat and dispose of wastewater for RMWD;

WHEREAS, City and RMWD have each determined it is in the best interests of the respective parties to jointly participate in the use, operation, and maintenance of certain existing and future wastewater facilities;

WHEREAS, the Federal Water Pollution Control Act of 1972, as amended (Clean Water Act) (33 U.S.C Sec. 1251 *et seq.*), and the Porter-Cologne Water Quality Act (Water Code, Sec. 13000 *et seq.*) establish goals for the elimination of water pollution of navigable waters;

WHEREAS, in accordance with the aforementioned statutes, the City's treatment and discharge of wastewater into navigable waters must comply with the standards promulgated by the Environmental Protection Agency, the State Water Resources Control Board and the San Diego Regional Water Quality Control Board requirements;

WHEREAS, RMWD, pursuant to Chapter 5, Part 5, Division 20, may enter into contracts with other public agencies to carry out the purposes of RMWD and City, pursuant to Section 37392.1 of the Government Code of the State of California, may enter jointly with public corporations to provide sewers, sewage treatment and disposal facilities;

WHEREAS, City and RMWD previously entered into agreements dated January 2, 1973, and September 10, 1980, to jointly participate in the construction, use, and operation and maintenance of a Wastewater Conveyance and Treatment System (Wastewater System) to serve the City and RMWD;

WHEREAS, City and RMWD are now planning expansion and rehabilitation of said facilities and it is appropriate to revise the previous agreement to reflect current and future needs;

WHEREAS, the City of Oceanside and RMWD acknowledge that they are obligated to comply with the Revenue Program Guidelines of the *Policy for Implementing the State Revolving*

*Fund for the Construction of Wastewater Treatment Facilities* published by the California State Water Resources Control Board, dated June 18, 1998, or as it may be revised from time to time, because the City has received state and federal grants and loans funding; and

WHEREAS, the City and RMWD desire to enter into an Agreement that reflects and satisfies all Environmental Protection Agency, the California State Water Resources Control Board and the San Diego Regional Water Quality Control Board requirements.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

### **Section I. Purpose**

The parties enter into this Agreement to provide for the construction, operation, maintenance and replacement of a Wastewater System to serve the respective parties' needs. The parties will finance the construction, operation, maintenance and replacement of the Wastewater System as herein provided.

### **Section II. Definitions**

"Agreement" means this Agreement which is entitled "An Agreement between the City of Oceanside and the Rainbow Municipal Water District For The Construction, Use, Maintenance and Operation of Wastewater, Transmission, Treatment and Disposal Facilities."

"Biochemical Oxygen Demand" (BOD) means the measure of the biologically decomposable material in wastewater, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination of Water and Wastewater", or any successor publication which establishes the industry standard.

"Capacity" means the maximum flow rate for pipes and pumps, and/or the quantity handled during a 24-hour period for wastewater treatment plant facilities.

"Capacity Entitlement" means the contractual right possessed by RMWD to discharge wastewater into the City's System pursuant to this Agreement up to the limit set forth in Exhibit "B" attached hereto.

"Capital Improvement Costs" are costs associated with the planning, design, financing, construction, or reconstruction of facilities.

"City of Oceanside Wastewater System or Wastewater System" shall mean and consist of those facilities and contract rights to facilities which are shown and/or described in Exhibit A attached hereto and incorporated by this reference, including any amendments thereto authorized by this Agreement. This includes the City's Treatment Plants, the Interceptor First Reach, Interceptor Second Reach, the Land Outfall, and the Ocean Outfall.

"City's Treatment Plants" means the San Luis Rey and La Salina Wastewater Treatment Plants located on land owned by the City.

"Fixed Costs" means capacity costs based on equivalent meters and customer costs based on number of customers.

"Flow" means the amount of wastewater discharged by the City and RMWD.

"Flow Rate" means the volume of flow over a specified period of time, expressed as: gallons per minute (gpm), cubic feet per second (cfs), etc.

"HCF" means one hundred cubic feet or 748 gallons and is the standard unit for measure for municipal water service. Also sometimes referred to as a billing unit or CCF.

"Interceptor Sewer - First Reach" means that portion of the interceptor sewer constructed by City from near the intersection of North River Road with College Road to the San Luis Rey Wastewater Treatment Plant and includes the North Valley Sewer Lift Station.

"Interceptor Sewer - Second Reach" means that portion of the interceptor sewer constructed by City from the intersection of North River Road with Stallion Road to near the intersection of North River Road with College Road to connect with First Reach.

"Interceptor Sewer - Third Reach" means that portion of the interceptor sewer constructed by District from the intersection of North River Road with Stallion Road to District's collection system, as shown on said Exhibit "A".

"Land Outfall" means the transmission facilities from City's San Luis Rey Wastewater Treatment Plant to the ocean outfall as shown on said Exhibit "A" and includes the pumping plant.

"MGD" means millions of gallons per day flow rate.

"Ocean Outfall" means the Outfall as shown on said Exhibit "A."

"Point of Delivery" means the location of the meter to measure RMWD's flow of wastewater being delivered to City as shown on said Exhibit "A", said meter being at the westerly end of Interceptor Sewer -Third Reach.

"Operation and Maintenance Costs" are the costs of those items and activities required by sound engineering and management practices to keep the conveyance, treatment and disposal facilities functioning in accordance with all applicable laws, rules, and regulations.

"Replacement Reserve" means a reserve established pursuant to Clean Water Act requirements and funded annually. This reserve is established to provide funds for obtaining and installing equipment, accessories, and/or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.

"Revenue Program" means the rate schedule and analysis that demonstrates that each class of wastewater discharger is paying its fair and equitable share of the cost of operating and maintaining the City of Oceanside Wastewater System, complying with the Revenue Program Guidelines of the *Policy for Implementing the State Revolving Fund for the Construction of Wastewater Treatment Facilities* published by the California State Water Resources Control Board, dated June 18, 1998, or as it may be revised from time to time.

"State Revolving Fund" means the Loan Program created by the Federal Clean Water Act and various California State laws including the Clean Water Bond Law of 1984, the Safe, Clean, Reliable Water Supply Act (1996 Bond Law), and any subsequent bond laws. The primary purpose of the State Revolving Fund is to finance wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, and thereby protect and promote the health, safety, and welfare of the inhabitants of the State of California.

"Strength" means the measurement of SS and BOD within the wastewater flow and any other measurement required by law after the date of this Agreement.

"Suspended Solids" (SS) means the insoluble solid matter in wastewater that is separable by laboratory filtration, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination of Water and Wastewater", or any successor publication which establishes the industry standard.

"Transmission System" means the interceptor sewer third reach, second reach, first reach, and the North Valley Lift Station.

"Variable Costs" means transmission system costs based on flow and treatment costs based on flow and sewage strength.

### **Section III. Scope**

The City of Oceanside's Wastewater System is located in San Diego County as outlined on the attached map, attached hereto as Exhibit "A", and incorporated by this reference, consisting of facilities necessary to collect, treat and dispose of sewage in accordance with requirements of local, State and Federal agencies having jurisdiction over such matters.

From time to time the Wastewater System will be upgraded and enlarged in accordance with the provisions of this Agreement and for projects costing more than \$250,000, the City will notify RMWD at least 3 months in advance of its intention to perform the work.

### **Section IV. Ownership and Operation of the Wastewater System**

#### **A. Rights of Parties**

The City is the owner of the Wastewater System, and of any additions to the System or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the System shall rest with the City.

RMWD shall have a contractual right to use the System. Subject to the terms of this Agreement, and in conformance with all applicable laws, the City may transfer ownership of all or part of the System at any time. In the event of a transfer, the City's successor shall be bound by the terms of this Agreement.

#### B. Wastewater System Services

The City shall provide wastewater transmission, treatment and disposal services to RMWD through the Wastewater System, under terms set forth in this Agreement. The City shall operate the System in an efficient and economical manner, maintaining it in good repair and working order, all in accordance with recognized sound engineering and management practices. The City shall convey, treat, and dispose of all wastewater received under this Agreement in such a manner as to comply with all applicable laws, rules and regulations.

#### C. Funding Obligations

Nothing in this Section or in this Agreement shall obligate the City to make any payment for the acquisition, construction, maintenance or operation of the Wastewater System from moneys derived from taxes or from any income and revenue of the City other than moneys in or sewer revenues which go into the Sewer Revenue Fund and from construction funds derived from such outside sources as sewer revenue bonds and State Revolving Fund Loans.

#### D. Financial Statements

1. The City shall keep appropriate records and accounts of all costs and expenses relating to conveyance, treatment, disposal, and reuse of wastewater; and the acquisition, planning, design, construction, administration, monitoring, operation and maintenance of the Wastewater System.
2. Said records and accounts shall be subject to reasonable inspection by any authorized representative of RMWD at its expense. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by the City pursuant to generally accepted accounting principles. A copy of the Comprehensive Annual Financial Report prepared by the City's independent auditors shall be available to RMWD within 30 days after completion of the audit.

### Section V. Capacity Rights

RMWD is responsible for 10.00 percent of the City's construction cost of the interceptor sewer – first reach and 58.25 percent of the City's construction cost of the interceptor sewer – second reach. RMWD is responsible for 100 percent of interceptor sewer third reach. In addition, RMWD has paid for 1 MGD in the San Luis Rey Treatment Facility as well as the City's Land and Ocean Outfall.

The City hereby grants to RMWD and RMWD hereby accepts the following capacity entitlement in the City's current and future treatment facilities, wastewater, transmission facilities, land outfall and ocean outfall:

	1980 Agreement Capacity	2001 Agreement Capacity Entitlement	
		Before Project Entitlement	After Project Completion
Wastewater Treatment Plant	1.00 MGD	1.00 MGD	1.5 MGD
Land Outfall	1.00 MGD	1.00 MGD	1.5 MGD
Ocean Outfall	1.00 MGD	1.00 MGD	1.5 MGD
Transmission Facility First Reach	1.00 MGD	1.00 MGD	1.5 MGD
Transmission Facility Second Reach	1.00 MGD	1.00 MGD	1.5 MGD

RMWD agrees to pay City for its capacity rights in each of said facilities in an amount equal to the percentage of City's construction costs for each facility allocated to RMWD as hereinafter designated. For the entitlement of an additional .5 MGD of capacity RMWD will pay based on the following formula:

Expansion – 6.7 MGD, 62% of construction costs

<u>City</u>	<u>RMWD</u>
6.2 MGD	0.5 MGD
92.54%	7.46%

Upgrades – 38% of construction costs

<u>City</u>	<u>RMWD</u>
90.48%	9.52%

As identified in Section VII, penalties will be applied should RMWD exceed RMWD's allotted capacity.

RMWD shall not be subject to penalties if completion of construction of the current treatment plant expansion is delayed because of factors beyond the RMWD's ability to control as long as RMWD remains within its allotted capacity.

#### **Section VI. Limitations on Types and Condition of Wastewater**

Wastewater discharged by RMWD into the interceptor sewer shall be essentially domestic in character. BOD shall not exceed 250 mg/l, TDS shall not exceed 1200 PPM, and SS shall not exceed 250 mg/l. Volatile organic compounds, abnormal concentrations of heavy metals, or other chemical constituents detrimental to wastewater treatment shall not be permitted in any wastewater discharged into the interceptor sewer. As provided in Section VIII-B of this Agreement RMWD's wastewater flows will be measured for strength.

A. RMWD will comply with all applicable laws, rules, and regulations including its regulatory obligations associated with discharge of wastewater into its respective system and from such system into the City's Wastewater System.

B. RMWD will prevent to the maximum extent practicable, the infiltration and inflow of surface, ground or storm waters into its wastewater system as detailed under Exhibit "B". RMWD will not deliberately discharge stormwater into the City's Wastewater System.

C. In the event a regulatory agency imposes any penalty or takes other enforcement action relating to the conveyance, treatment, or disposal of wastewater in or from the Wastewater System, the City shall determine whether the City or RMWD or any other agency caused or contributed to such penalty or enforcement actions. The City shall allocate the penalty or other relief, including the costs of defense, to the party or parties responsible. Each responsible party shall be obligated to pay its share of such penalty or other relief, and any costs of defense. In the event that the City cannot make such an allocation, the City shall share the cost of such penalty or other relief with RMWD based on each party's respective contribution to Flow and Strength.

D. If RMWD's discharge into the interceptor sewer exceeds these requirements or any additional requirements imposed on the City by the San Diego Regional Water Quality Control Board, the City may perform additional treatment of RMWD's wastewater. The incremental maintenance and operational cost of said treatment shall be paid by RMWD at the time and manner provided for in Section IX hereof.

E. The City has enacted an industrial pretreatment ordinance as well as an Inter-jurisdictional Pretreatment Agreement with RMWD. RMWD shall, by execution of this Agreement, agree to conform to and enforce the Ordinance and Inter-jurisdictional Agreement.

F. RMWD will insure that all industrial users of its wastewater system are regulated by an effective industrial pretreatment program that conforms to all applicable laws, rules and regulations and that is acceptable to the City. RMWD will not discharge any sewage originating outside its respective boundaries into the City's Wastewater System without prior written City approval.

G. When any commercial or industrial activity occurs upstream of the Point of Delivery, RMWD agrees to sample and test monthly for BOD, SS, and TDS, and quarterly for Cd, Cr, Cu, Pb, Ni, and Zn at the Point of Delivery. In addition, RMWD is required to provide the City with a summary of analytical results from an annual full priority pollutant scan. Wastewater sampling and analysis shall be performed in accordance with the City's National Pollutant Discharge Elimination System (NPDES) Order No. 2000-11 and any subsequent amendments thereto. The City may require RMWD to perform such additional testing as may be necessary to identify detrimental elements or compounds.

## Section VII. Limitations on Quantities of Wastewater

The City agrees to receive, treat, and discharge RMWD's wastewater in quantities delivered to the City at the Point of Delivery up to a maximum quantity of 1,000,000 gallons during a 24-hour day.

Said maximum quantity shall be considered exceeded if more than 1,000,000 gallons (average dry weather flow – "ADWF") is delivered each 24-hour day for ten (10) or more days in three consecutive calendar months. At such time as the capacity of the San Luis Rey treatment facility is increased and permitted by the Regional Water Quality Control Board to 13,500,000 gallons per day, RMWD's contract capacity will increase to 1,500,000 gallons ADWF during a 24-hour day. At that time said maximum quantity shall be considered exceeded if more than 1,500,000 gallons ADWF is delivered each 24-hour day for ten (10) or more days in any three consecutive calendar months. If the maximum quantity is exceeded for more than ten (10) days in three consecutive calendar months a penalty will apply. The penalty will be seven and a half (7.5) times the current unit cost for capacity, transmission and treatment on flows that exceed RMWD's allocated capacity. The penalty shall last until such time as RMWD meets the flow requirements for three (3) consecutive calendar months.

City will monitor RMWD flows and require RMWD to comply with the City's NPDES permit (Order No. 2000-11), Section G. Reporting Requirements, Paragraph 17. a.-c., to insure adequate future capacity. This shall include:

Upon completion of the expansion, RMWD shall submit a written report to the City within 90 days after the average dry weather influent flow rate for any 30-day period equals or exceeds 75 percent of RMWD's allotted capacity of the waste disposal facilities. RMWD's senior administrative officer shall sign a letter which transmits that report and certifies that the policy-making body is adequately informed about it. The report shall include:

- a. Average daily flow for the 30-day period, the date on which the instantaneous peak flow occurred, the rate of that peak flow, and the total flow for that day;
- b. RMWD's best estimate of when the average daily dry-weather flow rate will equal or exceed RMWD's allotted capacity of the facilities; and
- c. RMWD's intended schedule to control the flow rate before the waste flow rate equals the capacity of the Publicly Operated Treatment Work's present unit operations and processes.

If RMWD exceeds 95 percent of its allotted capacity, RMWD will be required to place a moratorium on sewer connections in its service area.

## **Section VIII. Flow and Strength Measurements**

### **A. Flow Monitoring**

RMWD has installed at the Point of Delivery a meter for the purpose of measuring the amount of wastewater delivered by RMWD to the City. All costs associated with the meter and installation of a replacement meter, if any, shall be paid by RMWD. The City shall approve the type of meter and method of installation of said meter. Flow metering equipment shall include redundant measuring techniques over the entire range of flows for which the station is intended to measure. Flow shall be monitored continuously.

### **B. Strength Reporting**

RMWD shall install a City-approved wastewater strength sampling station adjacent to their existing flow metering station. Strength shall be sampled monthly for the first two years after Execution of this Agreement and then quarterly thereafter. Strength samples shall be collected for 24 uninterrupted hours each month or quarter such that each day of the week is represented over a seven sample period and no day of the week is represented in more than four out of twelve consecutive 24-hour samples. Each 24-hour composite sample shall consist of 24 individual samples, which are combined, such that each sample represents the volume of wastewater discharged during the time between samples. All strength samples shall be taken at the same location as the flow measurement station using an automatic sampling device.

## **Section IX. System of Charges**

### **A. Charges Authorized**

The City agrees to implement and RMWD agrees to abide by a new system of charges. These charges are detailed under Exhibit "C". This new system allows the City to equitably recover from RMWD that district's proportional share of the net Wastewater System Costs through the imposition of a new Wastewater Service Charge (WSC). The charges established by the City shall not discriminate against RMWD's customers, and shall be calculated on the same basis as comparable charges for City customers. Such charges shall be set at the lowest cost consistent with maintaining safe and environmentally sound sewer service to all users.

### **B. Wastewater Service Charge (WSC)**

The City shall determine the WSC based on projected Wastewater System Costs (as defined below and detailed under Exhibit "C") for the forthcoming fiscal year.

#### **1. Wastewater System Costs**

The following shall at a minimum be considered Wastewater System Costs for purposes of calculating the annual WSC.

- a. Except as provided in Excluded Costs, Subsection 2 below, the annual costs associated with wastewater treatment administration, general administrative

allocation, operation, maintenance, annual debt service costs and other periodic financing costs and charges attributable to jointly debt financed facilities, capital improvements, insurance, premiums, claims payments and claims administration costs of the Wastewater System, including projected overhead costs.

b. A share of the annual costs associated with transmission costs of the categories listed above. This includes labor, maintenance, and utilities for the North Valley Sewer Lift Station and other joint transmission system facilities as herein defined.

c. Funding of a replacement reserve as required by the City's approved Revenue Program.

d. Fines or penalties imposed on the City as a result of the operation of the Wastewater System, unless the fine/penalty is allocated to the City or RMWD as provided in Section VI.

e. Costs incurred by the City, including attorneys' fees, necessary to implement the terms of this Agreement.

## 2. Excluded Costs

The following shall not be considered Wastewater System Costs for purposes of calculating the annual WSC:

a. Costs related to the City's municipal collection system as determined by reasonable calculations.

b. A share of City General Administrative allocation related to the municipal collection system, any bad debts, and administrative charges in lieu of taxes.

c. Costs related to the treatment of sewage from any agency, which is not party to this Agreement.

d. Capital Improvement Costs of any non-Wastewater System facility.

e. Debt service associated with City's municipal collection system capital program.

f. Debt service associated with City's share of wastewater treatment reclamation, transmission, and outfall system capital programs.

## C. Calculation of the WSC Rates

### 1. Variable Operations & Maintenance (O&M) and Capital Costs (These are detailed under Exhibit "C", Sections 3 and 4)

a. Prior to the initial implementation of the new system of charges, the City shall prepare a sample fiscal year estimate based on the City's Water Utilities - Wastewater Division Program FY 2001 Budget setting forth the cost categories, methodologies and sampling data used as a base for Strength Based Billing (SBB). SBB includes not only projected Flow but also Strength (BOD and SS). Until one year's strength baseline is established by the sampling station as defined in Section VIII., paragraph B, RMWD's wastewater strength shall be estimated at 200 BOD and 200 SS, which is equal to residential strength in the City of Oceanside. Projected flow will be based on prior year's flow of 178.9 MG.

- b. The City shall determine the unit WSC variable rates by allocating net costs (Variable Wastewater System Costs less Variable Wastewater System Revenues, if any) among the parameters of Flow, BOD, and SS. This allocation is based on the City's approved Revenue Program cost allocation factors for Operation and Maintenance (O&M) and Capital Costs allocated to the three parameters. The City may revise the calculations to include any other measurement required by law after the effective date of this Agreement.
- c. The net variable cost allocated to each of the three parameters (Flow, BOD, and SS) shall be divided by the total Wastewater System quantity for that parameter to determine the unit rates for Flow, BOD and SS at the point of delivery into the Oceanside wastewater system.
- d. RMWD shall pay for variable transmission cost based on flow as detailed under Exhibit "C", Section 3.
- e. RMWD shall pay for variable treatment costs based on flow, BOD, and SS as detailed in Exhibit "C", Section 4.

2. Fixed O&M and Capital Costs  
(These are detailed under Exhibit "C", Sections 1 and 2)

- a. RMWD shall, on an annual basis, provide City the total number of residential and non-residential units connected to RMWD's sewer system on a per meter size basis. The number of equivalent meters shall be the basis for capacity related fixed cost allocation.
- b. The City shall determine the unit WSC capacity related fixed rate by allocating net fixed costs (Fixed Wastewater System Costs less Fixed Wastewater System Revenues) divided by the total Wastewater System number of equivalent meters. This is detailed under Exhibit "C", Section 1.
- c. RMWD shall pay for customer related costs on a per account basis as detailed under Exhibit "C", Section 2.

3. Replacement Reserve  
(This is detailed under Exhibit "C", Section 5)

- a. Pursuant to EPA and SWRCB requirements a separate line item for replacement must be shown in the calculation of the annual revenue requirement for the WSC. Replacement costs include all expenditures required for the Wastewater System to operate for its design life.
- b. Annually a deposit will be made by RMWD into a replacement account established by the District for such purposes and acceptable to the City of an amount equal to RMWD's share of straight-line depreciation of the Wastewater System. RMWD's share of the straight line depreciation shall be based on RMWD's then current wastewater flow in the Wastewater System as detailed under Exhibit "C", Section 5. RMWD's bank shall send City monthly statements for the replacement account to the attention of the Water Utilities Director.
- c. Funds in the RMWD replacement account will, insofar as possible, be invested, and actual interest accrued to the account. Disbursements from said

account shall be made by the RMWD's bank upon vouchers prepared and certified by the City for necessary replacement capital projects.

d. If the amount in the account is insufficient to pay for RMWD's share of the required replacement capital projects, the District shall fund its share of replacement costs from other District funds.

e. If RMWD is unable to forward the requisite funds to the City in a timely fashion, it may request the City to advance the required funds. If the City is required to advance funds the City shall be entitled to interest on the advanced funds equal to the rate of return on the investment of the City's portfolio plus 5 percent. In the event RMWD fails to reimburse the City the required funds, with interest, within 90 calendar days, RMWD shall be liable for additional interest on the outstanding principal and interest owed at the legal rate. Nothing in this section shall construe the City to advance such funds.

#### D. Estimate and Billing Schedule and Year End Adjustment

1. Estimate – The City shall estimate the WSC rates on an annual basis. The City shall quantify the WSC rates based on costs developed in the annual budget for the Water Utilities – Wastewater Division and by estimating the quantity of Flow, BOD, SS, and equivalent meters for each party, based on that party's actual flow, cumulative data of sampling for BOD and SS over the preceding years, and most recent equivalent meter count. City will provide a copy of its adopted budget to RMWD as part of the budgetary process.

2. The City shall bill RMWD on a monthly basis in an amount equal to 1/12<sup>th</sup> (one-twelfth) of the annual amount determined above. Each bill shall be paid within thirty (30) days of mailing. Monthly billings will consist of total estimated cost for RMWD, based on RMWD's prior year-metered flow, estimated BOD and SS, and equivalent meter and customer counts.

3. Interest charges shall accrue on the unpaid balance of any monthly billing from the date payment is due at the rate of ten percent (10%) per annum. Acceptance by the City of any partial payment shall not constitute a waiver of the City's right to levy late charges, to collect interest on the full amount due, or to demand payment in full.

4. Year-End Adjustments – At the end of each fiscal year, the City shall determine the actual Wastewater System Costs as set forth in the City's audited Financial Statements and the actual Flow as well as the cumulative strength data and number of equivalent meters. The City shall make any necessary adjustments to the unit rates for Flow, BOD, SS or equivalent meters based on actual costs for the year. The City shall then recalculate the variable and fixed portions of the WSC for the year using actual costs for the year, actual Flow, cumulative strength factors, and equivalent meters for the City and RMWD. The City shall credit any future charges or bill for any additional amounts due, the quarter after the prior year costs have been audited.

## Section X. Construction By City

Construction costs shall be prorated to the parties in accordance with capacity rights reserved in that particular segment of work. For the purposes of this Agreement, City's construction cost of each facility shall be determined by computing the total construction cost of each facility, including the cost of land and rights of way, engineering, administrative costs, inspection and legal fees directly attributable to said construction after deducting from said total construction cost the amount of previous Federal and State grant and or loan funds received by City for previous construction. If grants and or loans received by City are not allocated to the respective facilities, the total amount of the grant and or loan received for the entire project shall be allocated to the respective facilities in the proration that the total construction cost of each facility bears to the total construction cost of all the facilities.

### A. Administrative Construction Costs

The administrative-construction expense for construction projects will be prorated between the parties based upon the parties' respective capacity rights in the project. RMWD shall pay the City a general administrative overhead charge equaling 2.7 percent of RMWD's share of the cost to design and construct the project.

### B. Deposits and Disbursements

1. The City shall have no obligation to proceed with advertising for bids for new construction projects until RMWD deposits in a separate District construction fund account established for such purposes and acceptable to the City RMWD's share of estimated project costs. If the bids for the work indicate the deposit is insufficient, the City shall notify RMWD. RMWD shall within 30 days increase the deposit so that the account will have sufficient funds for RMWD's share of the work. RMWD's bank shall send City monthly statements for the construction fund account to the Water Utilities Director.
2. Funds in the construction fund account will be invested, and actual interest will accrue to the account. Disbursements from said account shall be made by RMWD's bank upon vouchers prepared and certified by the City and approved by RMWD.
3. If RMWD is unable to deposit the requisite funds into the construction fund in a timely fashion, it may request the City to advance the required funds. If the City advances funds, it shall be entitled to interest on the advanced funds equal to the rate of return on the investment of the City's portfolio plus 5 percent. In the event RMWD fails to reimburse the City the required funds, with interest, within 90 calendar days, RMWD shall be liable for additional interest at a rate of 10 percent per year. Nothing in this section shall require the City to advance such funds.
4. If RMWD fails to deposit funds to the construction fund account it shall bear the entire cost of any contract penalties that may be incurred because of District's failure.

## **Section XI. Reclaimed Water System Operation**

Nothing contained herein is intended to limit or govern the rights of either party to own, operate, produce and or distribute reclaimed water independent of the other party, nor is anything contained herein intended to give either party rights to any such existing facilities.

## **Section XII. Dispute Resolution**

The parties shall first attempt to resolve any claim, controversy or other dispute arising under this Agreement by negotiations among the staff of each party. If resolution can not be reached, the parties shall mediate the claim, controversy or other dispute arising under this Agreement. The costs of mediation shall be borne equally by each party.

Any remaining dispute regarding any part of this Agreement shall be resolved by arbitration pursuant to the rules of the American Arbitration Association.

## **Section XIII. General Provisions**

### **A. Revenue Program Requirements**

RMWD shall prepare a Revenue Program as required by the Environmental Protection Agency and State Water Resources Control Board for all agencies benefiting from State and Federal grants and/or State Revolving Fund loans. The Revenue Program shall comply with the applicable Federal and State laws and regulations, including the Revenue Program Guidelines of the *Policy for Implementing the State Revolving Fund for the Construction of Wastewater Treatment Facilities* published by the California State Water Resources Control Board, dated June 18, 1998, or as it may be revised from time to time. Biannually, while this Agreement is in effect, RMWD shall provide the City with a copy of RMWD's Revenue Program for that upcoming fiscal year. Any actions by State or Federal agencies against the City for RMWD's failure to submit a Revenue Program approvable by the State Water Resources Control Board, which results in expense or damage to the City, shall be the sole responsibility of RMWD. RMWD shall reimburse the City for all such expense or damage as provided for in Section IX, Subdivision D.3 hereof.

### **B. Termination**

This Agreement shall continue in full force and effect in perpetuity or until terminated by the mutual agreement, in writing, of the parties hereto.

### **C. Allocation Upon Total or Partial Termination**

If both parties desire to terminate this Agreement or to terminate use of a portion of the Wastewater System by one of the parties, the property acquired hereunder, which use is to be terminated, shall be disposed of by the City and the proceeds thereof divided or distributed to the parties in the same proportion as party's contributions to construction costs for the facility or equipment in question. Property to be disposed of shall have its value determined in a mutually agreeable manner.

## D. Defense And Indemnity

### 1. Claims Arising From Sole Acts or Omissions of the City

The City hereby agrees to defend and indemnify RMWD, its agents, officers and employees from any claim, action or proceeding against RMWD, arising solely out of the acts or omissions of the City in the performance of this Agreement. At its sole discretion, RMWD may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the City of any obligation imposed by this Agreement. RMWD shall notify the City of any claim, action or proceeding and cooperate fully in the defense.

### 2. Claims Arising From Sole Acts or Omissions of RMWD

RMWD hereby agrees to defend and indemnify the City, its agents, officers and employees from any claim, action or proceeding against the City, arising solely out of the acts or omissions of RMWD in the performance of this Agreement. At its sole discretion, the City may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve RMWD of any obligation imposed by this Agreement. The City shall notify RMWD promptly of any claim, action or proceeding and cooperate fully in the defense.

### 3. Claims Arising From Concurrent Acts or Omissions

The City hereby agrees to defend itself, and the RMWD hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the City and RMWD. In such cases the City and RMWD agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5., below.

### 4. Joint Defense

Notwithstanding paragraph 3., above, in cases where the City and RMWD agree in writing to a joint defense, the City and RMWD may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of RMWD and the City. Joint defense counsel shall be selected by mutual agreement of the City and RMWD. The City and RMWD agree to share the costs for such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5., below. The City and RMWD further agree that neither party may bind the other to a settlement agreement without the written consent of both the City and RMWD.

### 5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the City and RMWD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

E. Insurance

The City shall maintain, during the life of this Agreement, such public liability and property damage insurance as shall protect parties from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from its operations under this Agreement, whether such operations be by the City or by any contractor or subcontractor or anyone directly or indirectly employed by the City. The amount of such insurance shall be as from time to time determined by the parties.

RMWD shall maintain, during the life of this Agreement, such public liability and property damage insurance as shall protect parties from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from its operations under this Agreement, whether such operations be by RMWD or by any contractor or subcontractor or anyone directly or indirectly employed by RMWD. The amount of such insurance shall be as from time to time determined by the parties.

F. Agreement Binding on All Parties

The provisions of this Agreement shall inure to the benefit of, and be binding upon, each of the parties and their successors and assigns.

G. Captions

The captions contained herein are for the convenience of the parties and shall not be considered in interpreting this Agreement, construed as part of this Agreement or as full or accurate descriptions of the terms hereof.

H. Prior Agreements

This Agreement supercedes the prior agreements of the parties and is substituted therefore, provided, however, all apportionment of costs, expenses or liability heretofore made or incurred shall not be affected by terms hereof.

I. Review

The chief executive officer of each party shall examine this Agreement at least every five (5) years and jointly report thereon to the governing Boards of the parties.

J. Amendments and/or Changes to Agreement

Any amendments and/or changes to this Agreement must be in writing, signed by a duly authorized representative of the Parties hereto, and must expressly state the mutual intent of the Parties to amend this Agreement as set forth herein.

K. Notice

1. Any notice required under this Agreement shall be written and shall be served either by personal delivery, mail or fax.

2. In the case of service by personal delivery or fax, no additional time, in days, shall be added to the time in which a right may be exercised and an act may be done.

3. In the case of the service by mail, notice must be deposited in a post office, mailbox, sub-post office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the representative(s) of the a Party on whom it is to be served, at the office set forth in Section 4 below. The service is complete at the time of deposit. Any period of notice and any right to duty to do any act or make any response within any period or on a date certain after service of notice by mail shall be extended five days. Any period of notice and any right or duty to do any act or make any response within any period or on a date certain after service of notice by Express Mail or other method of delivery providing for overnight delivery shall be extended by two court days.

4. Any notice required this Agreement shall be served on the following representative(s) of the Parties:

City of Oceanside:

Water Utilities Director  
City of Oceanside Water Utilities Department  
300 North Coast Highway  
Oceanside, CA 92054

Rainbow Municipal Water District:

General Manager  
Rainbow Municipal Water District  
PO Box 2500  
Fallbrook, CA 92088-2500

#### L. Construction of Agreement

Each Party, with the assistance of competent legal counsel, has participated in the drafting of this Agreement and any ambiguity should not be construed for or against any Party on account of such drafting.

M. Severability

Should any non-material provision of the Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

N. Choice of Law

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

O. Authority to Enter into Agreement

Each Party represents and warrants that its respective obligations herein are legal and binding obligations of such Party, that each Party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each Party has been duly authorized to sign this Agreement on behalf of said Party.

P. Attorneys Fees

In any adversarial proceedings between the Parties, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees. If there is no clear prevailing party, the Court shall determine the prevailing party and provide for the award of costs and reasonable attorneys' fees. In considering the reasonableness of either Party's request for attorneys' fees as a prevailing party, the Court shall consider the quality, efficiency, and value of the legal services and similar/prevaling rate for comparable legal services in the local community.

Q. Waiver of Breach

No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part of all of this Agreement. No waiver shall be valid unless executed in writing by the waiving Party.

R. Awareness of Contents/Legal Effect

The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

**Section XIV. Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this Agreement on behalf of the respective legal entities of the Rainbow Municipal Water District and the City of Oceanside.

**RAINBOW MUNICIPAL  
WATER DISTRICT**

BY: Charles W. Kemp  
SIGNATURE

Charles W. Kemp, General Mgr / CEO  
NAME/TITLE

\_\_\_\_\_  
APPROVED AS TO FORM:  
RMWD ATTORNEY

**CITY OF OCEANSIDE**

BY: Steven R. Jensen  
STEVEN R. JENSEN  
CITY MANAGER

Barbara J. Payne  
ATTEST: CITY CLERK

Carla Wells, Deputy  
APPROVED AS TO FORM:  
CITY ATTORNEY

**Section XIV. Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this Agreement on behalf of the respective legal entities of the Rainbow Municipal Water District and the City of Oceanside.

**RAINBOW MUNICIPAL  
WATER DISTRICT**


**CITY OF OCEANSIDE**

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
STEVEN R. JEPSEN  
CITY MANAGER

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
ATTEST: CITY CLERK

  
\_\_\_\_\_  
APPROVED AS TO FORM:  
RMWD ATTORNEY  
Gregory V. Moser  
Foley & Lardner  
February 1, 2002

\_\_\_\_\_  
APPROVED AS TO FORM:  
CITY ATTORNEY

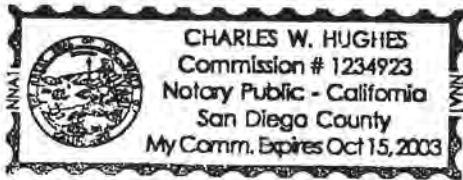
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of SAN Diego } ss.

On 2/1/02, before me, Charles W. Hughes, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Charles W. Kemp  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.  
Charles W. Hughes  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement

Document Date: February 13, 2002 Number of Pages: 15

Signer(s) Other Than Named Above: Steven R. Jepsen

**Capacity(ies) Claimed by Signer**

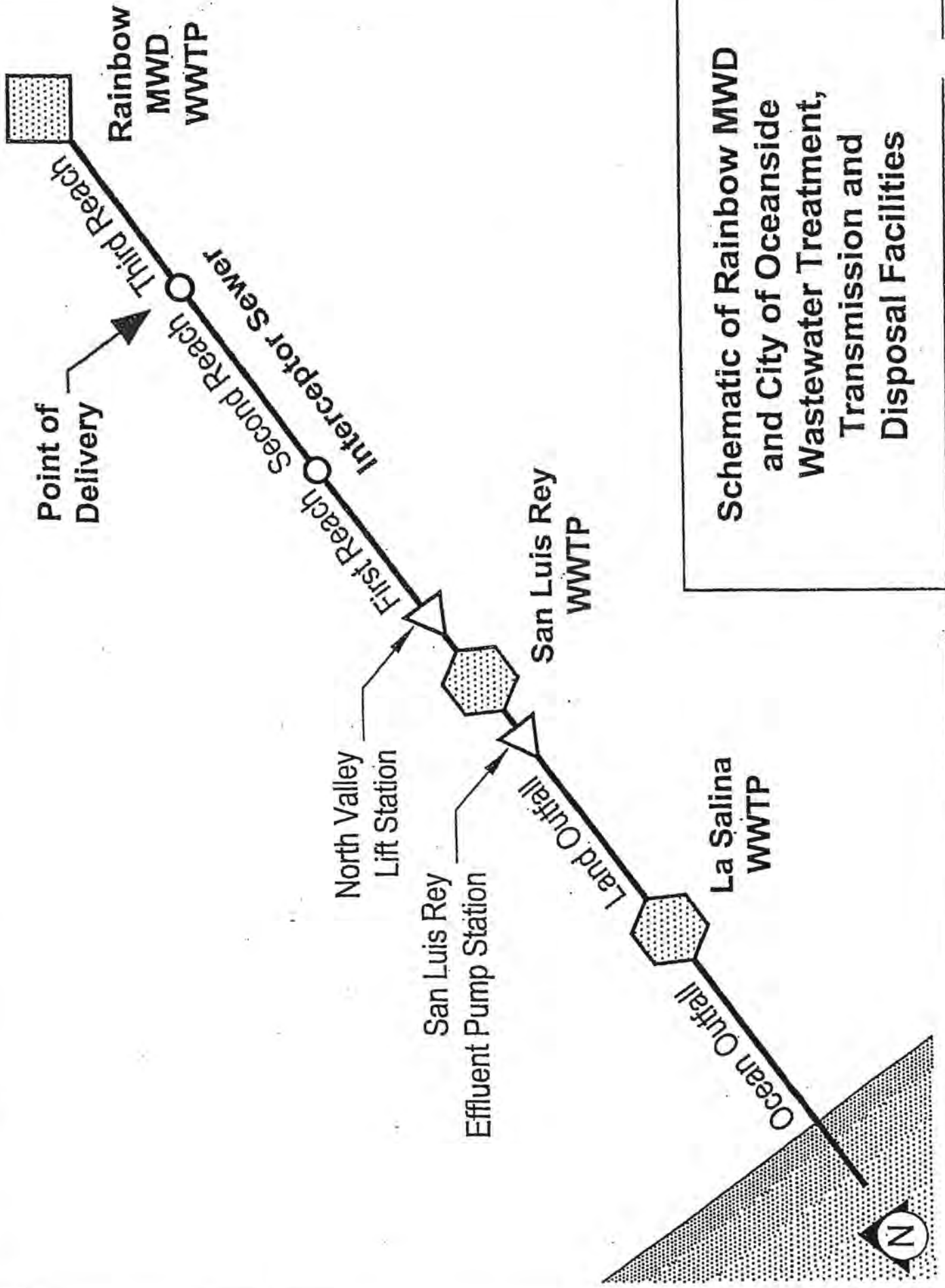
Signer's Name: Charles W. Kemp

- Individual
- Corporate Officer — Title(s): General Manager/CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Rainbow Municipal Water District



Exhibit "A"



**Schematic of Rainbow MWD and City of Oceanside Wastewater Treatment, Transmission and Disposal Facilities**

## Exhibit "B"

### ALLOWABLE INFILTRATION

The average specification allowance is 500 gallons per day (gpd) in diameter inch per mile (ASCE, Design and Construction of Sanitary and Storm Sewers). This would appear, to be a good estimate of the average infiltration into Reaches One and Two, without making detailed, time-consuming measurements of the actual system.

### DETERMINATION OF INFILTRATION FLOWS

Based on the figure of 500 gallons per day in diameter inch per mile, the total infiltration flows shall be as follows:

Reach One:

$$(500 \text{ gpd/in/mile}) (54.779 \text{ in-miles}) = 27,390 \text{ GPD}$$

Reach Two:

$$(500 \text{ gpd/in/mile}) (16.405 \text{ in-miles}) = 8,203 \text{ GPD}$$

### ALLOCATION OF INFILTRATION FLOWS

- a. Reach One: Since District's capacity in this reach is 10.00% of design capacity, it shall be assumed that District's share of the infiltration flow in this reach shall be 10.00%.  
$$(10.00\%) (27,390 \text{ GPD}) = 2,739 \text{ GPD}$$
- b. Reach Two: Since District's capacity in this reach is 58.25% of design capacity, it shall be assumed that District's share of the infiltration flow in this reach shall be 58.25%.  
$$(58.25\%) (8,203 \text{ GPD}) = 4,778 \text{ GPD}$$
- c. District's total infiltration flow allocation of  $2,739 + 4,778 = 7,517$  GPD shall be added to the measured flow at the Point of Delivery to determine the gallonage for which the District shall be billed.

Exhibit "B"

ALLOCATION OF INFILTRATION / INFLOW FOR INTERCEPTOR SEWER REACH ONE AND REACH TWO BETWEEN DISTRICT AND CITY

REACH ONE

STA 4+ 58.20 to STA 104 + 80.62

STA 4 + 58.20 to STA 66 + 68.21 → 30" Ø

STA 66 + 68.21 to STA 104 + 80.62 → 27" Ø

6210.01' of 30" Ø → 19.495 in-miles

3812.41' of 27" Ø → 35.284 in-miles

TOTAL ..... 54.779 in-miles

REACH TWO

STA 104 + 80.62 to STA 148 + 28.04

STA 104 + 80.62 to STA 132 + 69.19 → 21" Ø

STA 132 + 69.19 to STA 148 + 28.04 → 18" Ø

2788.57' of 21" Ø → 11.091 in-miles

1558.85' of 18" Ø → 5.314 in-miles

TOTAL ..... 16.405 in-miles

Exhibit "C"

Calculation of Rainbow Municipal Water District Annual Cost Based on FY02 Budget

1. Capacity Cost - Based on Equivalent Meters

	Equivalent Meters	Unit Cost	RMWD Annual Cost
City of Oceanside	50,869.50		
Rainbow MWD	<u>2,852.50</u>	5.3%	
	53,722.00		
Capacity Cost	\$668,203	\$12.44	
<b>Rainbow Annual Cost</b>			<b>\$ 35,479.87</b>

Formula: (Capacity Cost/No. Equivalent Metersx Rainbow Equivalent Meters)

2. Customer Cost – Based on Number of Customers

	No. Customers	Unit Cost	RMWD Annual Cost
City of Oceanside	38,218		
Rainbow MWD	<u>1</u>		
	38,219		
Customer Cost	\$611,787	\$16.01	
<b>Rainbow Annual Cost</b>			<b>\$16.01</b>

Formulas: (Customer Cost/No. Customers x No. of RMWD Accts.)

3. Transmission System Cost (North Valley Pump Station)

	Annual Flow (MG)*	Unit Cost	RMWD Annual Cost
North Valley Pump Station	965.91		
Rainbow MWD	272.54	28.2%	
Transmission Costs	\$172,639.39	\$178.73	
<b>Rainbow Annual Cost</b>			<b>\$ 48,711.44</b>

Formula: (Transmission Cost/North City Annual Flow x RMWD Flow)

Exhibit "C"

Calculation of Rainbow Municipal Water District Annual Cost Based on FY02 Budget

\*Based on FY01 flows

4. Treatment Cost (Based on Flow and Sewage Strength)

	Annual Flow (MG) and Strength (lbs.)	Allocation %	Unit Cost
Treatment Cost	\$8,268,118		
Total System			
Flow (MG)	5,513.683	35.7%	\$ 535.344
BOD (lbs.)	10,307,969.346	38.3%	\$ 0.307
SS (lbs.)	9,299,451.409	26.0%	\$ 0.231
Rainbow Contribution			Annual Cost
Flow (MG)	272.537		\$ 145,901.10
BOD (lbs.)	454,576.782		\$ 139,649.56
SS (lbs.)	454,576.782		\$ 105,082.39
<b>Rainbow Annual Costs</b>			<b>\$ 390,633.06</b>

Formula: Rainbow Annual Treatment Cost Determination:

(Treatment Cost x 35.7% / Flow x Rainbow Flow) +

(Treatment Cost x 38.3% / BOD Annual Capacity x Rainbow Annual BOD Contribution) +

(Treatment Cost x .26% / SS Annual Capacity x Rainbow Annual SS Contribution)

Based on 200 mg/l BOD & 200 mg/l TSS

Exhibit "C"

Calculation of Rainbow Municipal Water District Annual Cost Based on FY02 Budget

5. Annual Replacement Reserve Contribution Calculation:

	Lineal Feet	Pipe Size	Dep. Per Foot	Annual Dep.
Reach One				
	6,210.01	30"	\$ 17.02	\$ 105,694.37
	3,812.41	27"	\$ 16.10	\$ 61,379.80
Reach Two				
	2,788.57	21"	\$ 11.50	\$ 32,068.56
	1,558.85	18"	\$ 18.48	\$ 28,807.55
Land Outfall				
	33,384.00	24"	\$ 13.87	\$ 463,036.08
	400.00	27"	\$ 16.10	\$ 6,440.00
Ocean Outfall	8,314.00	36"	\$ 34.22	\$ 284,505.08
Pump Stations				
Buildings and Structures				\$ 840,748.64
Improvements Other Than Buildings				\$ 721,800.67
Furniture, Fixtures & Office Equipment				\$ 26,593.55
Automotive Equipment				
Other Machinery & Equipment				
Services and Connections				
Total Annual Depreciation				#####
Unit Cost Per MG				\$ 466.31
Rainbow Annual Cost				\$ 127,086.17

Formula: (Total Depreciation/Total Flow in MG x Rainbow Annual Flow)

**Exhibit "C"**

**Calculation of Rainbow Municipal Water District Annual Cost Based on FY02 Budget**

**Summary of Costs:**

<b>Fixed Service Charge</b>	<b>Monthly</b>	<b>Annual</b>
Capacity Cost	\$ 2,956.66	\$ 35,479.87
Customer Cost	\$ 1.33	\$16.01
	<u>\$ 2,957.99</u>	<u>\$ 35,495.88</u>
<b>Commodity Cost</b>	<b>Per MG</b>	<b>Annual</b>
Collection	\$ 178.73	\$ 48,711.44
Treatment	\$ 1,433.32	\$390,633.06
Replacement	\$ 466.31	\$127,086.17
	<u>\$ 2,078.36</u>	<u>\$566,430.67</u>
<b>Total Estimated Annual Cost:</b>		<b>\$601,926.55</b>

1 AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND THE  
2 FALLBROOK SANITARY DISTRICT RELATIVE TO THE USE,  
3 MAINTENANCE AND OPERATION OF WASTEWATER FACILITIES

4 THIS AGREEMENT is made and entered into this 9th day of  
5 September, 1981, by, and between the CITY OF OCEANSIDE, a  
6 municipal corporation (hereinafter referred to as "CITY"), and the FALLBROOK  
7 SANITARY DISTRICT, a special district organized and existing under the  
8 Sanitary Districts Act of 1923 of the State of California (hereinafter  
9 referred to as "DISTRICT").

10 RECITALS

11 (1) City and District each provide its own wastewater collection,  
12 treatment and disposal services and the respective parties have constructed  
13 and are now planning expansion of services by the construction of new facili-  
14 ties.

15 (2) City and District have each applied for Federal and State grant  
16 funds to assist in financing of additional facilities.

17 (3) Allocation of said grant funds is dependent upon regional coordina-  
18 tion of wastewater disposal facilities design, construction, operation and  
19 maintenance.

20 (4) City is a member of the Santa Margarita-San Luis Rey Watershed  
21 Planning Agency, organized for the purpose of regional planning for water  
22 quality management in the Santa Margarita and San Luis Rey basins, and said  
23 planning agency has recommended combining parts of the proposed wastewater  
24 facilities of City and District.

25 (5) City and District have determined that common use of certain  
26 facilities by both parties will be in the best interests of the respective  
27 parties and will fulfill in part the recommendation of the Santa Margarita-  
28 San Luis Rey Watershed Planning Agency.

(6) District, pursuant to Sanitary District Law and Government Code, may

1 enter into contracts with other public agencies to carry out the purposes of  
2 the District, and City, pursuant to Government Code of the State of California,  
3 may contract with public corporations to provide sewers, sewage treatment  
4 and disposal facilities jointly with said Public Corporations.

5 NOW, THEREFORE, in consideration of the mutual promises and agreements  
6 contained herein, and for other good and valuable consideration, the parties  
7 hereto agree herein, and for other good and valuable consideration, the  
8 parties hereto agree as follows:

9 SECTION I. DEFINITIONS

10 (1) AGREEMENT means this agreement which is entitled, "An Agreement  
11 Between the City of Oceanside and the Fallbrook Sanitary District Relative  
12 to the Use, Maintenance and Operation of Wastewater Facilities."

13 (2) WATER RECLAMATION FACILITIES means the water reclamation facilities  
14 to be constructed or used by the City, as shown on Exhibit "A."

15 (3) DISTRICT LAND OUTFALL means the wastewater effluent transmission  
16 facilities from DISTRICT TREATMENT PLANT to the City's Ocean Outfall, as  
17 shown on Exhibit "A."

18 (4) OCEAN OUTFALL means City's Ocean Outfall, as shown on Exhibit "A."

19 (5) CITY'S LAND OUTFALL means the wastewater transmission facilities  
20 from City's San Luis Rey treatment plant to City's Ocean Outfall.

21 (6) COMBINED FLOW means the total flow of all treated wastewater  
22 flowing through the facility regardless of the origin of the treated wastewater.

23 (7) DISTRICT EFFLUENT means treated wastewater transported by the  
24 District to the POINT OF DELIVERY, or to any point of diversion.

25 (8) DISTRICT TREATMENT PLANT means the wastewater treatment facilities  
26 of the District.

27 (9) FLOW RATE means the volume of flow arriving at, or passing a given  
28 point over a specified period of time, expressed as, gallons per minute (GPM),

1 cubic feet per second (C.F.S.), or million gallons per day (MGD).

2 (10) CAPACITY means the maximum designed flow rate or other criteria  
3 for the sewage handling facility referred to.

4 (11) POINT OF DELIVERY means the location of the meter to measure  
5 District flow of effluent water being delivered to City at the City's Ocean  
6 Outfall, as shown on Exhibit "A."

7 (12) POINT OF DIVERSION means any point at which the CITY diverts  
8 DISTRICT'S or CITY'S EFFLUENT water from DISTRICT'S LAND OUTFALL to be  
9 utilized in the CITY'S WATER RECLAMATION PROGRAM.

10 (13) POINT OF INJECTION means any location where water is injected by  
11 the City into the District's Land Outfall.

12 (14) EMERGENCY CONDITIONS means any short-term condition under which  
13 either party is unable to continue normal operation of the facility in question.  
14 "Short Term" is not specifically defined herein, but is assumed to be a period  
15 of time of emergency conditions not exceeding seven days.

16 (15) OWNER AGENCY means the party to this agreement who is the legal  
17 owner of the facility in question.

18 (16) AVERAGE ANNUAL FLOW means the average daily flow averaged over one  
19 complete year.

20 (17) PEAK FLOW means the highest instantaneous flow recorded in any one  
21 year during the term of this agreement.

22 SECTION 2. DISTRICT CAPACITY IN FACILITY

23 (1) City hereby grants, and District hereby accepts the following  
24 capacity in City's Ocean Outfall:

25 District's share of the design capacity will be limited  
26 to 2.4 M.G.D. average annual flow.

27 (2) District agrees to pay City for its capacity rights in the Ocean  
28 Outfall an amount equal to the percentage of the City's construction cost of

1 the Ocean Outfall allocated to District as hereinafter designated.

2 For the purposes of this Agreement, City's construction costs of the  
3 outfall shall be determined by computing the total construction cost of the  
4 outfall, including the cost of land, rights of way, engineering, administra-  
5 tive costs, inspection and legal fees directly attributable to said construc-  
6 tion after deducting from said total construction cost the amount of Federal  
7 and State grant funds received by City for said construction. City and  
8 District agree that the capital cost to District, when computed as above,  
9 totals \$92,500.

10 District contemplates completion of revenue bond funding within a  
11 reasonable length of time and will make a lump sum payment to City out of  
12 the proceeds of said revenue bond sale, but in any event, payment will be made  
13 not later than June 30, 1982, and prior to District commencing to use the  
14 Ocean Outfall.

15 Payment is to include interest on the principal amount for the full  
16 period of time that capacity is held by the City for District and at the  
17 same rate that City is paying on the funds utilized by City for the initial  
18 construction of the Ocean Outfall. Interest will be calculated on the \$92,500  
19 commencing on March 24, 1976, the date of the Resolution of the City Council,  
20 setting aside 2.4 M.G.D. capacity for the District and terminating as the debt  
21 is paid by the District.

### 22 SECTION 3. CHANGING CAPACITY OF OCEAN OUTFALL

23 If operational capacity of the Ocean Outfall is increased in the future  
24 by pumping or by other means which creates a higher head in the Ocean Outfall  
25 than in the District's Land Outfall, District may have the option of contribu-  
26 ting a proportional share of the cost of the modifications or additions  
27 required to bring about the increase in capacity, and in return, may obtain  
28 an increased capacity in the Ocean Outfall. Whether or not the District shall

1 be allowed to obtain. This increase in capacity shall be at the City's  
2 discretion. If District chooses not to exercise this option if offered, then  
3 District's share of the total capacity will remain at 2.4 M.G.D., average  
4 annual flow.

5 If State or Federal Grant Funds are utilized for all or part of the  
6 project to increase the ocean outfall capacity, then District's share of the  
7 cost as above shall be a proportion of the non-grant fundable portion of the  
8 project calculated as in Section 2.(2) above.

9 SECTION 4. INSTALLATION OF METERS AND SAMPLING STATIONS

10 (1) District shall install at Point of Delivery a meter for the  
11 purpose of measuring the amount of effluent wastewater and a sampling station  
12 for the purpose of sampling the effluent wastewater delivered by District to  
13 the Ocean Outfall. The cost of the meter and sampling station shall be in-  
14 cluded as part of the District's Land Outfall cost.

15 (2) District shall install on the existing City outfall upstream of  
16 the District's point of delivery, a meter for the purpose of metering the  
17 effluent wastewater and a sampling station for the purpose of sampling the  
18 effluent wastewater from the City sources. The cost of the meter and sampling  
19 station shall be included as part of the District's Land Outfall cost.

20 (3) City shall install at all Points of Diversion and Points of  
21 Injection, meters for the purpose of measuring the amount of water being  
22 injected into or diverted from District's Land Outfall by the City. The cost  
23 of the meters shall be included as a part of the City's Reclamation System.  
24 Meters can be installed at anytime after completion of District's Land Outfall  
25 construction at City's option prior to injection or diversion operations.

26 (4) Installation of all the above meters and sampling stations shall be  
27 subject to City inspection.

28 (5) Design and performance of said meters and sampling stations shall

1 be subject to City approval.

2 (6) Annual testing and inspection of the meter on the sampling station  
3 on the District's Land Outfall shall be performed by the City, and District  
4 shall reimburse City for all costs incurred.

5 (7) City and District shall have access to meters at all locations as  
6 is required or desired by each party.

7 SECTION 5. DISTRICT WASTEWATER CONTRIBUTION

8 (1) For the purpose of allocating operational and maintenance costs  
9 between City and District, District's daily treated wastewater flow shall be  
10 the District's total flow as indicated by the meter installed by District  
11 on District's Land Outfall at the Point of Delivery. City will read and  
12 record indicated FLOW RATE and total gallonage at the meter at the Point of  
13 Delivery, and shall include these figures, less any quantity of water injected  
14 into the District's Land Outfall by the City, in the statement of quantities  
15 as indicated in Section 6.(6).

16 (2) Should the meter at Point of Delivery be inoperative for any  
17 reason, the flow shall be estimated using information derived from a) District  
18 flow meters located at District's treatment plants, b) flow meters located  
19 at Points of Diversion and Points of Injection, and c) City's flow meters at  
20 the La Salina Wastewater Treatment Plant.

21 SECTION 6. MAINTENANCE AND OPERATION

22 (1) The parties agree that City shall manage, maintain and operate  
23 all of the City's wastewater and water reclamation facilities, including the  
24 Ocean Outfall, and that District shall manage, maintain and operate District's  
25 Land Outfall Line to ensure that said outfall is in good condition.

26 (2) City and District agree that since District does not normally  
27 benefit directly from the operation of City's wastewater treatment and water  
28 re-use facilities, District shall not be charged any portion of the normal

1 normal maintenance and operational cost of these facilities, however, this  
2 section does not preclude City from making charges against the District, as  
3 described in Section 12.

4 (3) Maintenance and operating costs to be shared by City and District  
5 shall include all costs in relation to maintenance and operation of the City's  
6 Ocean Outfall, including but not limited to, effluent and ocean water moni-  
7 toring as required by the Regional Water Quality Control Board, laboratory  
8 testing, outfall line repair, equipment, labor and supervision plus a  
9 general City administrative overhead charge equal to fifteen percent (15%) of  
10 said maintenance and operating costs, but shall exclude any charge for  
11 depreciation, obsolescence and reserves therefor, and amortization of intangi-  
12 bles or any bookkeeping entry of a similar nature.

13 (4) District shall not have to pay a share of the maintenance and  
14 operating costs for any future pump station necessary to increase the capacity  
15 of the outfall, except under the following conditions: a) District must  
16 route its flow through pump station because head produced by pump station is  
17 greater than available head in District's uninterrupted flow from District's  
18 Treatment Plant as it enters Ocean Outfall. b) If situation (a) above does not  
19 occur, District shall participate in pump station operation and maintenance  
20 cost during that period of time when City's total effluent flow is between  
21 10.7 M.G.D. and 13.1 M.G.D., inclusive, average annual flow.

22 (5) The total maintenance and operation cost to be shared by the parties  
23 shall be pro-rated on the basis of total recorded flows during the previous  
24 calendar month, District's total being the volume of flow recorded by the flow  
25 meter at the Point of Delivery. All flows in the City's Ocean Outfall in  
26 excess of District's recorded flow shall be the responsibility of the  
27 City.

28 In the event that City utilizes surplus pipeline capacity on an emergency

1 basis under Section 5 of this agreement, the volume of water discharged to  
2 the Land Outfall by the City shall be measured and included in the calcula-  
3 tions described in Section 6(6).

4 As an alternative to the method of allocating costs hereinbefore set  
5 forth, the parties may agree before the first day of July of any fiscal year  
6 that the monthly cost to be paid by District to City for the forthcoming fis-  
7 cal year shall be based on an estimated rate per 1,000 gallons of wastewater  
8 with final reconciliation at the end of the fiscal year.

9 (6) Within ten (10) days following the end of each calendar month, City  
10 shall present to District a statement of the quantities of treated water  
11 contributed and/or diverted by each party, the total maintenance and operation  
12 cost for the preceding month, and the amount due from District. District may  
13 request, and City will provide an itemized statement of maintenance and  
14 operating costs if requested.

15 (7) District shall pay City its share of the maintenance and operation  
16 costs prior to the end of the calendar month in which the statement is  
17 received.

18 (8) City shall have the right to make emergency repairs at any time and  
19 non-emergency repairs after 60 days' notice to District at District expense,  
20 if District fails to act to make any necessary repairs to their Land Outfall.

#### 21 SECTION 7. USE OF WATER FROM DISTRICT LAND OUTFALL

22 (1) District agrees that City may utilize any or all of the District's  
23 effluent by diverting the flow at a Point of Diversion at no cost to the City  
24 for said water provided that the maintenance and operation costs levied under  
25 Section 5(1) are not applied to water removed at the Point of Diversion.

26 (2) City and District also agree that City's use of the effluent water, and  
27 District's agreement to City's use does not in any manner impair District's  
28 prior right to the use of its effluent water for any purpose, in any amount

1 and at any location District chooses, now and in the future. (3) If District  
2 does use its effluent for any purpose, District shall notify City in writing  
3 thirty days (30) prior to such use and describe the amount of effluent to be  
4 used and the duration of time that a reduced flow in the Land Outfall can be  
5 expected.

6 SECTION 8. CITY'S USE OF DISTRICT'S LAND OUTFALL

7 (1) City and District agree that capacity in District's Land Outfall  
8 that is not currently required for District's purposes may be utilized by the  
9 City in City's reclamation program under the following requirements and  
10 conditions.

11 (2) Any such use of District's Land Outfall by the City must be metered  
12 and reported to the District as required in Section 6(6).

13 (3) Use by the City as described above must not under any circumstances  
14 be detrimental to, or limit in any manner the District's capacity requirements  
15 in the Land Outfall. District retains full and complete right of refusal  
16 should the City's proposed use be considered by District to be detrimental to  
17 District's interests.

18 (4) District shall charge City for any use of District's Land Outfall  
19 in a manner that fairly considers District's amortized capital costs, not  
20 including Federal or State grant funds, and maintenance and operating costs  
21 for the time period and volume of water transported. City shall credit  
22 District with the amount charged for such use against City's billing to Dis-  
23 trict for use of City's Ocean Outfall for the month following District's  
24 billing.

25 (5) City shall notify District in writing thirty (30) days prior to  
26 the first day of diversion, describing the use of the Land Outfall being  
27 proposed by the City for that diversion.

28 The requirements of this Section of the agreement do not apply to use

1 made of District's Land Outfall under the mutual aid agreement in Section 9.

2 SECTION 9. AGREEMENT FOR MUTUAL AID IN EMERGENCIES

3 (1) City and District agree that, under Emergency Conditions as defined  
4 in this agreement, each party may make use of the other's facility as  
5 described herein. The facilities specifically referred to in this Mutual Aid  
6 Section of the Agreement are the District's Land Outfall and the City's Land  
7 Outfall.

8 (2) In order to act under this Mutual Aid Agreement, each party must  
9 inform the other by telephone if such emergency use is contemplated and to  
10 what extent it will be required. Verbal approval may be given at that time  
11 and written confirmations must follow the verbal request and approval.

12 The written confirmations must state the use made of the facility,  
13 including dates and times of use and volume of water transported.

14 Use of either party's facility, as described above, must not under any  
15 circumstances be detrimental to or limit in any manner the capacity require-  
16 ment of the Owner Agency.

17 Owner Agency retains full right of refusal should the requested emergency  
18 use be considered detrimental to Owner Agency's interest.

19 SECTION 10. USE OF LAND OUTFALL AND OCEAN OUTFALL BY THE NAVAL

20 WEAPONS STATION FALLBROOK ANNEX

21 City and District agree that, under separate agreement, District may  
22 accept up to 50,000 gallons per day average annual flow of sewage from the  
23 Naval Weapons Station Fallbrook Annex for eventual disposal through the  
24 District's Outfall and the City's Ocean Outfall.

25 District may accept the sewage and provide treatment at District's  
26 sewage treatment facility, or may permit Fallbrook Annex to discharge  
27 treated effluent, meeting the same discharge requirements as provided in  
28 Section 12 herein from the existing sewage treatment plant on the Weapons

1 Station directly to District's Land Outfall.

2 In either event, the effluent originating in the Naval Annex and being  
3 discharged to the Ocean Outfall through the Land Outfall shall be considered  
4 by City and District to be part of the 2.4 M.G.D. average annual flow ocean  
5 outfall capacity set aside by City for District and shall be subject to all  
6 other requirements that are a part of this Agreement.

7 SECTION 11. REPLACEMENT COSTS

8 The cost of replacing any portion of the City's Ocean Outfall in which  
9 the District has purchased capacity rights shall be paid by each of the  
10 parties to this agreement in proportion to their then existing capacity  
11 rights.

12 SECTION 12. DISCHARGE REQUIREMENTS

13 (1) District agrees to maintain and operate its wastewater treatment  
14 facilities in a manner that will insure that the effluent will meet discharge  
15 requirements of the State Regional Water Quality Control Board required for  
16 the City's wastewater discharge at the Point of Delivery. District shall  
17 notify City whenever District has knowledge of any upstream condition that  
18 could affect City's ability to meet its discharge requirements.

19 (2) If District's discharge into City's system as sampled at the Point  
20 of Delivery exceeds State Water Quality Control Board requirements imposed on  
21 City, City may perform any additional treatment of District's wastewater  
22 necessary to meet said requirements and the incremental maintenance, and  
23 operational cost of said treatment shall be paid by District at same time  
24 and manner as provided for in Section 6 hereof. City reserves the right to  
25 direct District to improve its effluent at District Facilities if not in  
26 compliance should City elect not to treat District's effluent. City shall  
27 notify District at such time as a decision is made to provide additional  
28 treatment under this section, giving reasons for the additional treatment.

1           SECTION 13. TERM

2           This Agreement shall become effective on the date of execution by the  
3 last party and shall continue in full force and effect in perpetuity as  
4 authorized by Section 37392.1 of the Government Code of the State of California  
5 and the State of California Health and Safety Code, Division 6, Sanitary  
6 District Act of 1923, unless terminated by mutual agreement between City and  
7 District.

8           Should an impasse be reached in any dispute regarding any part of this  
9 agreement, it shall be resolved by binding arbitration pursuant to the rules  
10 of the American Arbitration Association.

11           The City and District shall each choose one member of the panel. The  
12 third member of the panel shall be chosen by the two members selected by  
13 the City and the District.

14           SECTION 15. NOTICES

15           Notice, as required or permitted hereunder, shall be sufficiently given  
16 if in writing and if either served personally upon or mailed by Registered or  
17 Certified Mail to the address given below, unless a written notice of change  
18 of address is mailed or presented to:

- 19           CITY OF OCEANSIDE  
20           320 North Horne Street  
21           Oceanside, California 92054  
22           FALLBROOK SANITARY DISTRICT  
23           431 South Main Street  
24           Fallbrook, California 92028

25           SECTION 16. SEVERABILITY

26           If any section, subsection, sentence, clause, phrase or work in this  
27 Agreement or the application thereof due to any part or to any other person  
28 or circumstance for any reason is held invalid, it shall be deemed severable

1 and the validity of remainder of this Agreement the application of such  
2 provision to the other party or to any other person or circumstance shall not  
3 be affected thereby. Each party hereby declares that it would have entered  
4 into this Agreement and each section, subsection, sentence, clause, phrase or  
5 work thereof, irrespective of the fact that one or more sections, subsections,  
6 sentences, clauses, phrases circumstance is held invalid.

7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement the  
8 day and year first hereinabove written.

9  
10 FALLBROOK SANITARY DISTRICT

CITY OF OCEANSIDE

11 *E. Milton Atkey*  
12 President, Board of Directors

*L. Bagley*  
Mayor

13  
14 *Virginia F. Morrison*  
District Secretary

*Barbara K. Bishop*  
City Clerk

15  
16 *Harry E. Teasdale*  
District Attorney

*Charles Reollett*  
City Attorney



**STATEMENT OF UNDERSTANDING  
BETWEEN  
UNITED STATES MARINE CORPS AT CAMP PENDLETON  
AND  
THE CITY OF OCEANSIDE  
FOR  
SEWAGE CAPACITY IN THE CITY OF OCEANSIDE OCEAN OUTFALL**

---

This Statement of Understanding (SOU) contains the present understandings of the United States Marine Corps at Camp Pendleton (USMC Camp Pendleton) and the City of Oceanside concerning the City's provision of sewage capacity and operation and maintenance service in the City of Oceanside Ocean Outfall System to USMC Camp Pendleton.

**SECTION A - TERMS/DEFINITIONS**

1. **Capital Expense:** For purposes of this Agreement, a Capital Expense shall be defined as any project costing more than \$5,000.00, with the exception of those costs clearly being part of Operation and Maintenance (e.g. annual inspection of Outfall).
2. **Catastrophic Damage:** as referred to in Section F, paragraphs 5 and 6, means any damage caused by acts of God or of public enemy; such as, but not limited to, earthquakes, fires, floods, bombings, etc.
3. **Marine Corps Base, Camp Pendleton:** may also be referred to in this Agreement as the Base, MCB, Camp Pendleton or the Government.
4. **MCON P-527:** means the Navy Military Construction (MCON) project involving the installation of pipelines (see Section G, attachment 1), pumping stations, sampling stations, an equalization basin, and holding ponds. All of the equipment and facilities installed by means of this MCON project shall be owned by the Government, with the exception of the pipeline extending from the boundary of MCB to the connection point at the Outfall, of which ownership shall be turned over to the City as partial consideration for connection to the Outfall. The MCON project will permit secondary treated effluent originating from existing sewage treatment plants (STPs) on the base to flow to the Ocean Outfall. Refer to Section G, Attachment 1 for the Government pipeline overview drawing.
5. **Naval Facilities Engineering Command, Southwest Division:** may also be referred to in this contract as SWDIV or the Government.
6. **Outfall:** means the City of Oceanside's Ocean Outfall, including ballast and associated appurtenance.
7. **Peak Daily Flow:** means the highest sustained instantaneous flow for a period of fifteen (15) minutes during a twenty-four (24) hour period.
8. **Permitted Flow:** means the maximum amount of effluent allowed to be discharged by the Base into the Outfall system which cannot exceed 3.6 mgd.

9. **Regional Water Quality Control Board (RWQCB):** means the California regulatory agency having authority to establish and enforce water standards including waste discharge requirements. Permitting by the RWQCB is, however, subject to approval from the State Water Resources Control Board, and the U.S. Environmental Protection Agency for ocean discharges.
10. **Service:** Service referred to in and provided under this Agreement refers specifically to the City's performance of Operation and Maintenance of the Outfall and maintenance and repair of the treated effluent pipeline extending from the MCB Camp Pendleton boundary to connection at the Outfall.
11. **The City of Oceanside:** may also be referred to as Oceanside or the City.

**SECTION B - ELEMENTS OF THE AGREEMENT (SUPPLIES/SERVICES/PRICES/COSTS)**

1. **Term:** The duration of this Agreement is a base period of five years, and three one-year options effective from the date the Base begins pumping effluent into the Ocean Outfall. The option years may be activated at the Government's option by providing a 30-day advance notice to the City of such intention.
2. **Infrastructure:** Camp Pendleton will design and construct 2.2 miles of effluent pipeline in Oceanside that will connect with the Ocean Outfall line. The pipeline sequence will start at the City's northern boundary near Interstate 5 and Harbor Drive, crossing the San Luis Rey Bridge, then primarily follow a route along Tremont Street. Camp Pendleton will install telemetry from the Lemon Grove Pump Station to the San Luis Rey Treatment Plant and a metering and sampling station in the City of Oceanside to monitor the effluent leaving the base. The City would then take ownership of the pipeline within the City limits after project completion and acceptance. To help minimize the impact on the construction area, Camp Pendleton will repave the streets, in which pipeline is installed, from curb to curb.
3. **Fees:**
  - a. **Sewage Capacity Charge:** Camp Pendleton's short term (during the 5-year base period agreement) utilization of 3.6 mgd maximum of sewage capacity in the City's Ocean Outfall. The capacity charge for the three option years will be included in the utility contract. There is a lump sum amount for the first 5 years and additional amounts for each of the next three years.

Capacity Charge for base period (5 years):	<b>\$634,700</b>
Capacity charge for first option year:	<b>\$126,940</b>
Capacity charge for second option year:	<b>\$126,940</b>
Capacity charge for third option year:	<b>\$126,940</b>

Note: Base period is calculated on the basis of Camp Pendleton's percentage of current flows through the ocean outfall. The average flow for the City of Oceanside's facilities is 13.7 mgd and Fallbrook is 1.4 mgd. Combined with the 2.9 mgd from the Base equals a total actual flow of 18.0 mgd. The Base's percentage would be 16.1%. Add in the \$40,000 per year from reduced reporting and figure for 5 years to get \$634,700. This fee is a flat rate based on the volume of effluent discharged. Other than agreed upon ocean outfall and pipeline operation and maintenance charges described below, no other fees or service charges (if otherwise applicable) shall be charged for Camp Pendleton's use of the ocean outfall, provided the volume (i.e. flow) of the effluent disposed through the ocean outfall remains at or below 3.6 mgd.

- b. **Service Extension Charge:** This provides for all costs associated with the transporting of treated effluent through the City-owned effluent pipeline. This charge will offset the annual impact of the pipeline on the public right-of-way within the city limits. There is a lump sum amount for the first 5 years and additional amounts for each of the next three years.

Service Extension Charge for base period (5 years):	\$325,000
Service Extension Charge for first option year:	\$65,000
Service Extension Charge for second option year:	\$65,000
Service Extension Charge for third option year:	\$65,000

Note: The base period value is one-half (for 5 years) of the original agreement for \$108,000 per year which was negotiated down to \$650,000 for 10 years.

- c. **Ocean Outfall Annual Operation and Maintenance Charge:** The cost provides for Camp Pendleton's proportionate 16.1% share of the outfall. Terms and conditions shall be part of the utility contract.

Operation and Maintenance charge: \$671/month (Initial monthly estimate - reconciled annually)

- d. **Effluent Pipeline Operation and Maintenance Charge:** The charge provides for the city-owned portion of effluent pipeline extending from the boundary of Camp Pendleton to its connection at the outfall. No change in dollar amount. Terms and conditions shall be part of the utility contract.

Pipeline Operation and Maintenance Charge: \$500/month (Initial monthly estimate - reconciled annually)

- e. **Pipeline Construction Inspection:** The City will hire an inspector to monitor the pipeline construction project within City limits. Project duration is expected to be three to four months. Construction of the pipeline within the City's Business District will not occur during tourist season (June 1<sup>st</sup> - September 30<sup>th</sup>). The Business District is defined as those portions of work between the intersection of Michigan Avenue and Tremont Street (Station 75+00) to the intersection of Sportfisher Drive and Tremont Street (Station 100+00). No change in dollar amount.

Pipeline Inspection charge: \$28,000 (one-time lump sum)

- f. **Upgrade of La Salina WWTP Pump Station:** This charge provides for all costs associated with upgrading the City's pumping capacity in order to overcome pressure differentials due to the increased flows to the Ocean Outfall from Camp Pendleton. The costs include design, engineering, retrofitting or replacement of pumps and associated components. MCB Camp Pendleton agrees to purchase a 16.1% share of the upgrades to the La Salina WWTP Pump Station. The La Salina WWTP Pump Station upgrade shall be completed within 24 months of receipt of payment from the Government. Although the terms of this agreement are for 5 years with three one year option periods, should additional agreements be reached between the City and MCB Camp Pendleton for the continued use of the Outfall, no additional sums will be required for any costs associated with the upgrade to the La Salina Plant. The phrase "no additional sums" shall include, but not be limited to, the maintenance or other costs associated with the use of the upgraded pumping capacity beyond the 5 year base period and the option periods. This assumes that no additional adverse impacts due to flow from MCB Camp Pendleton will occur, i.e., flow remains at or below 3.6 mgd.

Pump Station upgrade: \$289,800 (one-time lump sum)

Note: Based upon a 16.1% share of planned capital improvements with a cost of \$1.8 Million.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. **General Requirements:** The City shall provide capacity in the present Ocean Outfall for the disposal of secondary treated effluent and shall be responsible for the overall management, and operation and maintenance (O&M) of the Outfall, and the City owned portion of the effluent pipeline. The Government shall pay its proportional share (16.1%) of Outfall O&M, and 100% of the City owned portion of the effluent pipeline O&M to the City pursuant to this contract.
2. **Premises to be Serviced:** MCB
3. **Permitted Flow:**

Peak Daily flow	3.6 mgd
Estimated annual flow	1,314 mgy
4. **Point of Connection:** The point of connection shall be made as shown in the final construction drawings of the Military Construction (MCON) project, P-527.
5. **Description of Service:** The City shall provide to the Government a maximum of 3.6 mgd of capacity in the Outfall to dispose of secondary treated effluent flow originating from Camp Pendleton Sewage Treatment Plants. The capacity shall be considered leased property of the Government.
6. **Sewage Capacity Charge:** This is a one time lump sum amount for the five year base period of this Agreement fulfilling all City requirements for providing Camp Pendleton the utilization of 3.6 mgd maximum of sewage capacity in the City's Ocean Outfall. Terms and conditions for the three option year periods shall be part of the Utilities Contract.
7. **Service Extension Charge:** This is a one-time lump sum amount for the five year base period of this Agreement fulfilling all City requirements for providing the transporting of treated effluent through the City limits to the Outfall. Terms and conditions for the three option year periods shall be part of the Utilities Contract.
8. **Operation and Maintenance of the Outfall:** The City shall be responsible for providing the Operation and Maintenance of the Outfall in accordance with good industry practices, and all applicable laws, rules and regulations. Terms and conditions shall be part of the Utilities Contract.
9. **Operation and Maintenance of City Owned Treated Effluent Pipeline:** The City shall be responsible for providing the Operation and Maintenance of the City owned portion of the treated effluent pipeline in accordance with good industry practices, and all applicable laws, rules and regulations. Terms and conditions shall be part of the Utilities Contract.
10. **Inspection of Treated Effluent Pipeline:** The City shall provide construction inspection services for the City owned portion of the treated effluent pipeline in fulfillment of all City requirements pertaining to such construction projects taking place within the City limits.
11. **Upgrade of the La Salina Pump Station:** The City shall provide all design, engineering, retrofitting or replacement of pumps and associated components necessary to accommodate the increased head at the pump station caused by the additional effluent flow to the Outfall from the MCB.

## SECTION D - INSPECTION AND ACCEPTANCE

1. **Monitoring of effluent:** The effluent flow from Camp Pendleton shall be treated secondary effluent as prescribed in applicable standards adopted by, and from time to time revised by, the Federal, State, or local agencies having regulatory authority. No reductions in treatment levels below City treatment levels or flows in excess of permitted flows will be permitted without prior approval of the City. Further, such modifications to Camp Pendleton's effluent discharge requirements below City effluent discharge requirements shall be approved by the City. The Government shall maintain a sampling/monitoring station on base to test the quality of treated effluent prior to discharge into the Outfall. The frequency of the sampling shall be on a daily basis with the results of such sampling being recorded, and such records being sent on a monthly basis to the City for their review. In the event effluent quality standards as prescribed by the applicable NPDES permit are not met, the Government shall cooperate with the regulatory authorities and take the necessary steps to bring the effluent into compliance with the quality standards.

## SECTION E - AGREEMENT ADMINISTRATION DATA

1. **Communications:** All communications regarding this Agreement shall be addressed as follows:

Oceanside: City of Oceanside  
Water Utilities Department  
Attn: Mr. Barry Martin  
Water Utilities Director  
300 Coast Highway  
Oceanside, CA 92054  
Telephone: (760) 966-4873 FAX (760) 966-4874

Camp Pendleton: Attn: Facilities Maintenance Officer  
Assistant Chief of Staff, Facilities  
Box 555009  
Camp Pendleton, CA 92055  
Emergency telephone number (760) 725-4368

For non-emergency communication:  
Southwest Division, Naval Facilities Engineering Command  
Attn: Code 5C02.KJ  
1220 Pacific Highway, Rm. 135  
San Diego, CA 92132-5187  
Telephone: (619) 532-1456 FAX (619) 532-2381

## SECTION F - SPECIAL CONTRACT REQUIREMENTS

1. **Government Property:** The 3.6 mgd sewage outfall capacity the Government is leasing under this Agreement shall be considered leased property of the Government. The Government has the right at the expiration of this Agreement to determine whether to renew the Agreement with the City under substantially like terms, or to enter into negotiations with the City.
2. **National Pollutant Discharge Elimination System (NPDES) Permit:** The Government agrees to obtain a NPDES permit for Camp Pendleton's 3.6 mgd capacity by going through the necessary permitting process as required by the Regional Water Quality Control Board or other cognizant regulatory Agency.

3. **Anti-degradation Study:** The Government agrees to obtain an anti-degradation study if required by the Regional Water Quality Control Board or other cognizant regulatory Agency for the 3.6 mgd acquired under this contract.
4. **Treated Effluent Pipeline Ownership and Limits of Use:** The ownership of the treated effluent pipeline extending from the boundary of MCB to the Outfall is hereby transferred from the Government to the City upon completion of pipeline construction by way of this Agreement as consideration of a connection charge to the Outfall. As part of the ownership transfer, the City hereby agrees that its ownership rights in the pipeline are subject to the Government's right to exclusive use of said pipeline for the transmission of treated effluent. However, it is the intent of the Government to consider common use proposals of said pipeline to further community relationships and to minimize total operating costs. Any alternate or common use of said pipeline for the life of this agreement must have prior written approval of the Government. If relocation of the pipeline is necessary over the course of the Agreement, and agreed to by both parties, the cost of such relocation, subject to the availability of funding, shall be borne by the Government.
5. **City Owned Treated Effluent Pipeline (replacement and catastrophic damage repair):** Although the pipeline extending from the boundary of MCB to the connection with the Ocean Outfall shall be owned and operated by the City, it is hereby agreed that the Government, due to its receiving full benefit of said pipeline, shall be responsible, subject to the availability of funding, for all costs associated with the repair of any catastrophic damage caused to the pipeline over the course of this agreement. In the event of any future common use of said pipeline, as approved by the Government, catastrophic damage repair shall be shared proportionately by the common pipeline users. This excludes any costs associated with the remaining portion of the system, i.e., the Ocean Outfall piping, La Salina Pumping Station, etc.
6. **Catastrophic Flow Event:** A catastrophic flow event is defined as an event that requires the curtailment of flow to the Ocean Outfall due to uncontrollable circumstances such as extreme weather conditions, e.g., a fifty (50) year flood. Both the City and MCB would be responsible to curtail their respective flows during a catastrophic event. The City would notify MCB when such a circumstance occurs and act as a coordinator during the event for controlling flow.
7. **Management of Outfall:** The City shall manage, operate, and maintain the Outfall in an efficient and economical manner sufficient to maintain and preserve it in good repair and working order, all in accordance with recognized and sound engineering practices. The City further agrees to convey and dispose of all effluent received into the Outfall under the terms of this contract in such a manner as to comply with all applicable laws, rules, and regulations.
8. **Anti-Deficiency Act:** Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC 1341 et seq., the dates established for requiring the payment of obligation of such funds shall be appropriately adjusted. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

9. **Cancellation of Option Years:** The term of this agreement consists of a base period of five years and three one-year options. All costs and consideration for the base period and the option years have been negotiated and are included in this Statement of Understanding. The Government may exercise its right to any of the option years at anytime during the term of the agreement so long as the following criteria have been satisfied:
- (1) The Government will present an annual report to the City Council on the status of the funding for military construction of the alternative sewage effluent disposal facility and the status of that project no later than December of each calendar year.
  - (2) The Government certifies to the City Council that it has secured full project funding before the expiration of the five-year base period of the agreement.
10. **Termination of Agreement:** This agreement shall terminate at the end of the five-year base period in the event funding for the alternative sewage effluent disposal facility has not been secured.

In the event the government fails to reach an agreement with the construction contractor under Contract N68711-94-C-1546, MCON P-527B, Sewage Treatment Plant Modifications, Santa Margarita Area, San Onofre/San Mateo Areas at Marine Corps Base, Camp Pendleton, California for the pipeline work, this Agreement shall be rendered null and void.

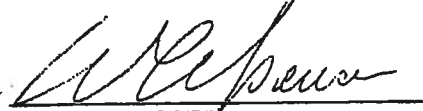
#### **SECTION G - LIST OF ATTACHMENTS**

1. **Drawings:** Government effluent pipeline overview drawing

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The foregoing is acknowledged:

USMC CAMP PENDLETON



W. A. SPENCER  
Colonel, U.S. Marine Corps  
Assistant Chief of Staff, Facilities

CITY OF OCEANSIDE



STEVEN R. JEPSEN  
City Manager



AMENDMENT TO  
STATEMENT OF UNDERSTANDING (SOU)  
BETWEEN  
UNITED STATES MARINE CORPS AT CAMP PENDLETON  
AND  
THE CITY OF OCEANSIDE  
FOR  
SEWAGE CAPACITY IN THE CITY OCEANSIDE OCEAN OUTFALL

The purpose of this Amendment is to extend the period of the current SOU for an additional base period of three years with two one-year options. This Amendment will take effect on November 1, 2008 and remain in effect until October 31, 2011.

All provisions of the SOU dated December 9, 1999 will remain in effect unless specifically altered by this Amendment to the original SOU.

SECTION A – TERMS/DEFINITIONS

Provisions remain in effect.

SECTION B – ELEMENTS OF THE AGREEMENT  
(SUPPLIES/SERVICES/PRICES/COSTS)

1. Term: (to be added to the end of the paragraph). By Amendment, this SOU is extended for an additional base period of three years with two one-year options. The option may be activated by the Government with the prior approval of the Oceanside City Council. This Amendment will take effect on November 1, 2008.

3. Fees: (this language replaces the current paragraph 3. Fees).

a. Sewage Capacity Charge for additional base period of three years with two (2) one-year options:

The Capacity Charge for each year of the three year base of this amendment:	<b>\$126,940</b>
The Capacity Charge for the first option year:	<b>\$126,940</b>
The Capacity Charge for the second option year:	<b>\$126,940</b>

b. Service Extension Charge for additional base period of three years with two (2) one-year options:

Service Extension Charge for each year of the three year base of this amendment:	<b>\$65,000</b>
The Extension Charge for the first option year:	<b>\$65,000</b>
The Extension Charge for the second option year:	<b>\$65,000</b>

e. Pipeline Construction Inspection: Shall not be included (Completed previously).

f. Upgrade of La Salina WWTP Pump Station: Shall not be included (Completed previously).

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Provisions remain in effect.

**SECTION D – INSPECTION AND ACCEPTANCE:**

1. **Monitoring of Effluent:** (Change the first sentence to read) “The effluent flow from Camp Pendleton shall be, as a minimum, treated secondary effluent...”

**SECTION E – AGREEMENT ADMINISTRATION DATA**

1. **Communications:** All communications regarding this agreement shall be addressed as follows:

**Oceanside:** City of Oceanside  
Water Utilities Department  
Attn: Mr. Lonnie Thibodeaux  
Water Utilities Director  
300 Coast Highway  
Oceanside, CA 92054  
Telephone: (760) 435-5830 FAX (760) 435-5814

**Camp Pendleton:** Attn: Assistant Chief of Staff, (AC/S) Facilities  
Box 555013  
Marine Corps Base  
Camp Pendleton, CA 92055  
Telephone (760) 725-6451

**NAVFAC:** (To be supplied)

**SECTION F – SPECIAL CONTRACT REQUIREMENTS**

Provisions remain in effect.

**SECTION G – LIST OF ATTACHMENTS**

Provided previously.


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The foregoing is acknowledged:  
MCB CAMP PENDLETON

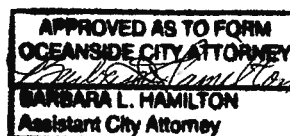
CITY OF OCEANSIDE

  
\_\_\_\_\_

GARY W. STOREY  
Colonel, U.S. Marine Corps  
Assistant Chief of Staff, Facilities

  
\_\_\_\_\_

PETER WEISS  
City Manager



**STATEMENT OF UNDERSTANDING  
BETWEEN  
UNITED STATES MARINE CORPS AT CAMP PENDLETON  
AND  
THE CITY OF OCEANSIDE  
FOR  
SEWAGE CAPACITY IN THE CITY OF OCEANSIDE OCEAN OUTFALL**

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This Statement of Understanding (SOU) contains the present understandings of the United States Marine Corps at Camp Pendleton (USMC Camp Pendleton) and the City of Oceanside concerning the City's provision of sewage capacity and operation and maintenance service in the City of Oceanside Ocean Outfall System to USMC Camp Pendleton.

**SECTION A - TERMS/DEFINITIONS**

1. **Capital Expense:** For purposes of this Agreement, a Capital Expense shall be defined as any project costing more than \$5,000.00, with the exception of those costs clearly being part of Operation and Maintenance (e.g. annual inspection of Outfall).
2. **Catastrophic Damage:** as referred to in Section F, paragraphs 5 and 6, means any damage caused by acts of God or of public enemy; such as, but not limited to, earthquakes, fires, floods, bombings, etc.
3. **Marine Corps Base, Camp Pendleton:** may also be referred to in this Agreement as the Base, MCB, Camp Pendleton or the Government.
4. **MCON P-527:** means the Navy Military Construction (MCON) project involving the installation of pipelines (see Section G, attachment 1), pumping stations, sampling stations, an equalization basin, and holding ponds. All of the equipment and facilities installed by means of this MCON project shall be owned by the Government, with the exception of the pipeline extending from the boundary of MCB to the connection point at the Outfall, of which ownership shall be turned over to the City as partial consideration for connection to the Outfall. The MCON project will permit secondary treated effluent originating from existing sewage treatment plants (STPs) on the base to flow to the Ocean Outfall. Refer to Section G, Attachment 1 for the Government pipeline overview drawing.
5. **Naval Facilities Engineering Command, Southwest Division:** may also be referred to in this contract as SWDIV or the Government.
6. **Outfall:** means the City of Oceanside's Ocean Outfall, including ballast and associated appurtenance.
7. **Peak Daily Flow:** means the highest sustained instantaneous flow for a period of fifteen (15) minutes during a twenty-four (24) hour period.
8. **Permitted Flow:** means the maximum amount of effluent allowed to be discharged by the Base into the Outfall system which cannot exceed 3.6 mgd.

9. **Regional Water Quality Control Board (RWQCB):** means the California regulatory agency having authority to establish and enforce water standards including waste discharge requirements. Permitting by the RWQCB is, however, subject to approval from the State Water Resources Control Board, and the U.S. Environmental Protection Agency for ocean discharges.
10. **Service:** Service referred to in and provided under this Agreement refers specifically to the City's performance of Operation and Maintenance of the Outfall and maintenance and repair of the treated effluent pipeline extending from the MCB Camp Pendleton boundary to connection at the Outfall.
11. **The City of Oceanside:** may also be referred to as Oceanside or the City.

**SECTION B - ELEMENTS OF THE AGREEMENT (SUPPLIES/SERVICES/PRICES/COSTS)**

1. **Term:** The duration of this Agreement is a base period of five years, and three one-year options effective from the date the Base begins pumping effluent into the Ocean Outfall. The option years may be activated at the Government's option by providing a 30-day advance notice to the City of such intention.
2. **Infrastructure:** Camp Pendleton will design and construct 2.2 miles of effluent pipeline in Oceanside that will connect with the Ocean Outfall line. The pipeline sequence will start at the City's northern boundary near Interstate 5 and Harbor Drive, crossing the San Luis Rey Bridge, then primarily follow a route along Tremont Street. Camp Pendleton will install telemetry from the Lemon Grove Pump Station to the San Luis Rey Treatment Plant and a metering and sampling station in the City of Oceanside to monitor the effluent leaving the base. The City would then take ownership of the pipeline within the City limits after project completion and acceptance. To help minimize the impact on the construction area, Camp Pendleton will repave the streets, in which pipeline is installed, from curb to curb.
3. **Fees:**
  - a. **Sewage Capacity Charge:** Camp Pendleton's short term (during the 5-year base period agreement) utilization of 3.6 mgd maximum of sewage capacity in the City's Ocean Outfall. The capacity charge for the three option years will be included in the utility contract. There is a lump sum amount for the first 5 years and additional amounts for each of the next three years.

Capacity Charge for base period (5 years):	<b>\$634,700</b>
Capacity charge for first option year:	<b>\$126,940</b>
Capacity charge for second option year:	<b>\$126,940</b>
Capacity charge for third option year:	<b>\$126,940</b>

Note: Base period is calculated on the basis of Camp Pendleton's percentage of current flows through the ocean outfall. The average flow for the City of Oceanside's facilities is 13.7 mgd and Fallbrook is 1.4 mgd. Combined with the 2.9 mgd from the Base equals a total actual flow of 18.0 mgd. The Base's percentage would be 16.1%. Add in the \$40,000 per year from reduced reporting and figure for 5 years to get \$634,700. This fee is a flat rate based on the volume of effluent discharged. Other than agreed upon ocean outfall and pipeline operation and maintenance charges described below, no other fees or service charges (if otherwise applicable) shall be charged for Camp Pendleton's use of the ocean outfall, provided the volume (i.e. flow) of the effluent disposed through the ocean outfall remains at or below 3.6 mgd.

- b. **Service Extension Charge:** This provides for all costs associated with the transporting of treated effluent through the City-owned effluent pipeline. This charge will offset the annual impact of the pipeline on the public right-of-way within the city limits. There is a lump sum amount for the first 5 years and additional amounts for each of the next three years.

Service Extension Charge for base period (5 years):	\$325,000
Service Extension Charge for first option year:	\$65,000
Service Extension Charge for second option year:	\$65,000
Service Extension Charge for third option year:	\$65,000

Note: The base period value is one-half (for 5 years) of the original agreement for \$108,000 per year which was negotiated down to \$650,000 for 10 years.

- c. **Ocean Outfall Annual Operation and Maintenance Charge:** The cost provides for Camp Pendleton's proportionate 16.1% share of the outfall. Terms and conditions shall be part of the utility contract.

Operation and Maintenance charge: \$671/month (Initial monthly estimate - reconciled annually)

- d. **Effluent Pipeline Operation and Maintenance Charge:** The charge provides for the city-owned portion of effluent pipeline extending from the boundary of Camp Pendleton to its connection at the outfall. No change in dollar amount. Terms and conditions shall be part of the utility contract.

Pipeline Operation and Maintenance Charge: \$500/month (Initial monthly estimate - reconciled annually)

- e. **Pipeline Construction Inspection:** The City will hire an inspector to monitor the pipeline construction project within City limits. Project duration is expected to be three to four months. Construction of the pipeline within the City's Business District will not occur during tourist season (June 1<sup>st</sup> - September 30<sup>th</sup>). The Business District is defined as those portions of work between the intersection of Michigan Avenue and Tremont Street (Station 75+00) to the intersection of Sportfisher Drive and Tremont Street (Station 100+00). No change in dollar amount.

Pipeline Inspection charge: \$28,000 (one-time lump sum)

- f. **Upgrade of La Salina WWTP Pump Station:** This charge provides for all costs associated with upgrading the City's pumping capacity in order to overcome pressure differentials due to the increased flows to the Ocean Outfall from Camp Pendleton. The costs include design, engineering, retrofitting or replacement of pumps and associated components. MCB Camp Pendleton agrees to purchase a 16.1% share of the upgrades to the La Salina WWTP Pump Station. The La Salina WWTP Pump Station upgrade shall be completed within 24 months of receipt of payment from the Government. Although the terms of this agreement are for 5 years with three one year option periods, should additional agreements be reached between the City and MCB Camp Pendleton for the continued use of the Outfall, no additional sums will be required for any costs associated with the upgrade to the La Salina Plant. The phrase "no additional sums" shall include, but not be limited to, the maintenance or other costs associated with the use of the upgraded pumping capacity beyond the 5 year base period and the option periods. This assumes that no additional adverse impacts due to flow from MCB Camp Pendleton will occur, i.e., flow remains at or below 3.6 mgd.

Pump Station upgrade: \$289,800 (one-time lump sum)

Note: Based upon a 16.1% share of planned capital improvements with a cost of \$1.8 Million.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. **General Requirements:** The City shall provide capacity in the present Ocean Outfall for the disposal of secondary treated effluent and shall be responsible for the overall management, and operation and maintenance (O&M) of the Outfall, and the City owned portion of the effluent pipeline. The Government shall pay its proportional share (16.1%) of Outfall O&M, and 100% of the City owned portion of the effluent pipeline O&M to the City pursuant to this contract.
2. **Premises to be Serviced:** MCB
3. **Permitted Flow:**

Peak Daily flow	3.6 mgd
Estimated annual flow	1,314 mgd
4. **Point of Connection:** The point of connection shall be made as shown in the final construction drawings of the Military Construction (MCON) project, P-527.
5. **Description of Service:** The City shall provide to the Government a maximum of 3.6 mgd of capacity in the Outfall to dispose of secondary treated effluent flow originating from Camp Pendleton Sewage Treatment Plants. The capacity shall be considered leased property of the Government.
6. **Sewage Capacity Charge:** This is a one time lump sum amount for the five year base period of this Agreement fulfilling all City requirements for providing Camp Pendleton the utilization of 3.6 mgd maximum of sewage capacity in the City's Ocean Outfall. Terms and conditions for the three option year periods shall be part of the Utilities Contract.
7. **Service Extension Charge:** This is a one-time lump sum amount for the five year base period of this Agreement fulfilling all City requirements for providing the transporting of treated effluent through the City limits to the Outfall. Terms and conditions for the three option year periods shall be part of the Utilities Contract.
8. **Operation and Maintenance of the Outfall:** The City shall be responsible for providing the Operation and Maintenance of the Outfall in accordance with good industry practices, and all applicable laws, rules and regulations. Terms and conditions shall be part of the Utilities Contract.
9. **Operation and Maintenance of City Owned Treated Effluent Pipeline:** The City shall be responsible for providing the Operation and Maintenance of the City owned portion of the treated effluent pipeline in accordance with good industry practices, and all applicable laws, rules and regulations. Terms and conditions shall be part of the Utilities Contract.
10. **Inspection of Treated Effluent Pipeline:** The City shall provide construction inspection services for the City owned portion of the treated effluent pipeline in fulfillment of all City requirements pertaining to such construction projects taking place within the City limits.
11. **Upgrade of the La Salina Pump Station:** The City shall provide all design, engineering, retrofitting or replacement of pumps and associated components necessary to accommodate the increased head at the pump station caused by the additional effluent flow to the Outfall from the MCB.

## **SECTION D - INSPECTION AND ACCEPTANCE**

1. **Monitoring of effluent:** The effluent flow from Camp Pendleton shall be treated secondary effluent as prescribed in applicable standards adopted by, and from time to time revised by, the Federal, State, or local agencies having regulatory authority. No reductions in treatment levels below City treatment levels or flows in excess of permitted flows will be permitted without prior approval of the City. Further, such modifications to Camp Pendleton's effluent discharge requirements below City effluent discharge requirements shall be approved by the City. The Government shall maintain a sampling/monitoring station on base to test the quality of treated effluent prior to discharge into the Outfall. The frequency of the sampling shall be on a daily basis with the results of such sampling being recorded, and such records being sent on a monthly basis to the City for their review. In the event effluent quality standards as prescribed by the applicable NPDES permit are not met, the Government shall cooperate with the regulatory authorities and take the necessary steps to bring the effluent into compliance with the quality standards.

## **SECTION E - AGREEMENT ADMINISTRATION DATA**

1. **Communications:** All communications regarding this Agreement shall be addressed as follows:

**Oceanside:** City of Oceanside  
Water Utilities Department  
Attn: Mr. Barry Martin  
Water Utilities Director  
300 Coast Highway  
Oceanside, CA 92054  
Telephone: (760) 966-4873 FAX (760) 966-4874

**Camp Pendleton:** Attn: Facilities Maintenance Officer  
Assistant Chief of Staff, Facilities  
Box 555009  
Camp Pendleton, CA 92055  
Emergency telephone number (760) 725-4368

For non-emergency communication:  
Southwest Division, Naval Facilities Engineering Command  
Attn: Code 5C02.KJ  
1220 Pacific Highway, Rm. 135  
San Diego, CA 92132-5187  
Telephone: (619) 532-1456 FAX (619) 532-2381

## **SECTION F - SPECIAL CONTRACT REQUIREMENTS**

1. **Government Property:** The 3.6 mgd sewage outfall capacity the Government is leasing under this Agreement shall be considered leased property of the Government. The Government has the right at the expiration of this Agreement to determine whether to renew the Agreement with the City under substantially like terms, or to enter into negotiations with the City.
2. **National Pollutant Discharge Elimination System (NPDES) Permit:** The Government agrees to obtain a NPDES permit for Camp Pendleton's 3.6 mgd capacity by going through the necessary permitting process as required by the Regional Water Quality Control Board or other cognizant regulatory Agency.

3. **Anti-degradation Study:** The Government agrees to obtain an anti-degradation study if required by the Regional Water Quality Control Board or other cognizant regulatory Agency for the 3.6 mgd acquired under this contract.
4. **Treated Effluent Pipeline Ownership and Limits of Use:** The ownership of the treated effluent pipeline extending from the boundary of MCB to the Outfall is hereby transferred from the Government to the City upon completion of pipeline construction by way of this Agreement as consideration of a connection charge to the Outfall. As part of the ownership transfer, the City hereby agrees that its ownership rights in the pipeline are subject to the Government's right to exclusive use of said pipeline for the transmission of treated effluent. However, it is the intent of the Government to consider common use proposals of said pipeline to further community relationships and to minimize total operating costs. Any alternate or common use of said pipeline for the life of this agreement must have prior written approval of the Government. If relocation of the pipeline is necessary over the course of the Agreement, and agreed to by both parties, the cost of such relocation, subject to the availability of funding, shall be borne by the Government.
5. **City Owned Treated Effluent Pipeline (replacement and catastrophic damage repair):** Although the pipeline extending from the boundary of MCB to the connection with the Ocean Outfall shall be owned and operated by the City, it is hereby agreed that the Government, due to its receiving full benefit of said pipeline, shall be responsible, subject to the availability of funding, for all costs associated with the repair of any catastrophic damage caused to the pipeline over the course of this agreement. In the event of any future common use of said pipeline, as approved by the Government, catastrophic damage repair shall be shared proportionately by the common pipeline users. This excludes any costs associated with the remaining portion of the system, i.e., the Ocean Outfall piping, La Salina Pumping Station, etc.
6. **Catastrophic Flow Event:** A catastrophic flow event is defined as an event that requires the curtailment of flow to the Ocean Outfall due to uncontrollable circumstances such as extreme weather conditions, e.g., a fifty (50) year flood. Both the City and MCB would be responsible to curtail their respective flows during a catastrophic event. The City would notify MCB when such a circumstance occurs and act as a coordinator during the event for controlling flow.
7. **Management of Outfall:** The City shall manage, operate, and maintain the Outfall in an efficient and economical manner sufficient to maintain and preserve it in good repair and working order, all in accordance with recognized and sound engineering practices. The City further agrees to convey and dispose of all effluent received into the Outfall under the terms of this contract in such a manner as to comply with all applicable laws, rules, and regulations.
8. **Anti-Deficiency Act:** Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC 1341 et seq., the dates established for requiring the payment of obligation of such funds shall be appropriately adjusted. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

9. **Cancellation of Option Years:** The term of this agreement consists of a base period of five years and three one-year options. All costs and consideration for the base period and the option years have been negotiated and are included in this Statement of Understanding. The Government may exercise its right to any of the option years at anytime during the term of the agreement so long as the following criteria have been satisfied:
- (1) The Government will present an annual report to the City Council on the status of the funding for military construction of the alternative sewage effluent disposal facility and the status of that project no later than December of each calendar year.
  - (2) The Government certifies to the City Council that it has secured full project funding before the expiration of the five-year base period of the agreement.
10. **Termination of Agreement:** This agreement shall terminate at the end of the five-year base period in the event funding for the alternative sewage effluent disposal facility has not been secured.

In the event the government fails to reach an agreement with the construction contractor under Contract N68711-94-C-1546, MCON P-527B, Sewage Treatment Plant Modifications, Santa Margarita Area, San Onofre/San Mateo Areas at Marine Corps Base, Camp Pendleton, California for the pipeline work, this Agreement shall be rendered null and void.

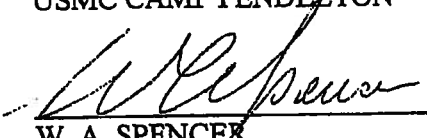
#### **SECTION G - LIST OF ATTACHMENTS**

1. **Drawings:** Government effluent pipeline overview drawing

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The foregoing is acknowledged:

USMC CAMP PENDLETON

  
\_\_\_\_\_  
W. A. SPENCER  
Colonel, U.S. Marine Corps  
Assistant Chief of Staff, Facilities

CITY OF OCEANSIDE

  
\_\_\_\_\_  
STEVEN R. JEPSEN  
City Manager

AMENDMENT TO  
STATEMENT OF UNDERSTANDING (SOU)  
BETWEEN  
UNITED STATES MARINE CORPS AT CAMP PENDLETON  
AND  
THE CITY OF OCEANSIDE  
FOR  
SEWAGE CAPACITY IN THE CITY OCEANSIDE OCEAN OUTFALL

The purpose of this Amendment is to extend the period of the current SOU for an additional base period of three years with two one-year options. This Amendment will take effect on November 1, 2008 and remain in effect until October 31, 2011.

All provisions of the SOU dated December 9, 1999 will remain in effect unless specifically altered by this Amendment to the original SOU.

SECTION A – TERMS/DEFINITIONS

Provisions remain in effect.

SECTION B – ELEMENTS OF THE AGREEMENT

(SUPPLIES/SERVICES/PRICES/COSTS)

1. Term: (to be added to the end of the paragraph). By Amendment, this SOU is extended for an additional base period of three years with two one-year options. The option may be activated by the Government with the prior approval of the Oceanside City Council. This Amendment will take effect on November 1, 2008.

3. Fees: (this language replaces the current paragraph 3. Fees).

a. Sewage Capacity Charge for additional base period of three years with two (2) one-year options:

The Capacity Charge for each year of the three year base of this amendment:	<b>\$126,940</b>
The Capacity Charge for the first option year:	<b>\$126,940</b>
The Capacity Charge for the second option year:	<b>\$126,940</b>

b. Service Extension Charge for additional base period of three years with two (2) one-year options:

Service Extension Charge for each year of the three year base of this amendment:	<b>\$65,000</b>
The Extension Charge for the first option year:	<b>\$65,000</b>
The Extension Charge for the second option year:	<b>\$65,000</b>

e. Pipeline Construction Inspection: Shall not be included (Completed previously).

f. Upgrade of La Salina WWTP Pump Station: Shall not be included (Completed previously).

**SECOND AMENDMENT TO  
STATEMENT OF UNDERSTANDING (SOU)  
BETWEEN  
UNITED STATES MARINE CORPS AT CAMP PENDLETON  
AND  
THE CITY OF OCEANSIDE  
FOR  
SEWAGE CAPACITY IN THE CITY OF OCEANSIDE OCEAN OUTFALL**

The purpose of this Second Amendment is to extend the period of the SOU for both of two option years. This Amendment will take effect on November 1, 2011 and remain in effect until October 31, 2013.

All provisions of the SOU, dated December 09, 1999 and amended October 8, 2008, will remain in effect unless specifically altered by this Second Amendment to the Original SOU.

**SECTION B – ELEMENTS OF THE AGREEMENT**  
**(SUPPLIES/SERVICES/PRICES/COSTS)**

1. **Term:** (to be added to the end of the paragraph). By Amendment, this SOU is extended for two years, as requested to the Government in writing and with approval of the Oceanside City Council. This amendment will take effect on November 1, 2011.

2. **Infrastructure:** (to be added to the end of the paragraph). The parties agree to partner in exploring the feasibility and terms for achieving the following beneficial goals: (1) the City's use of Camp Pendleton's tertiary treated effluent; and (2) long-term outfall capacity to support Camp Pendleton (e.g. either permanent capacity or leased capacity of 20 years or more). The terms of any agreement reached as a result of such partnering will be set forth in a separate written agreement or further amendment to this SOU.

3. **Fees:** (this language replaces the current paragraph 3, Fees, as previously amended)

a. **Sewage Capacity Charge for the two (2) one-year options:**

The Capacity Charge for the first option year: **\$126,940**

The Capacity Charge for the second option year: **\$126,940**

b. **Service Extension Charge for two (2) one-year options:**

The Extension Charge for the first option year: **\$65,000**

The Extension Charge for the second option year: **\$65,000**

c. **Ocean Outfall Annual Operation and Maintenance Charge:** The cost provides for Camp Pendleton's proportionate 16.1% share of the outfall. Terms and conditions shall be part of the utility contract.

Operations and Maintenance Charge: **\$2,000/month**  
(monthly estimate  
reconciled annually)

d. **Effluent Pipeline Operation and Maintenance Charge:** The charge provides for the city-owned portion of effluent pipeline extending from the boundary of Camp Pendleton to its connection at the outfall. Terms and conditions shall be part of the utility contract.

Pipeline Operation and Maintenance Charge: \$500/month  
(monthly estimate  
reconciled annually)

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. **General Requirements:** (to replace the current paragraph 1). The City shall provide capacity in the present Ocean Outfall for the disposal of tertiary treated effluent and brine and shall be responsible for the overall management, and operation and maintenance (O&M) of the Outfall, and the City owned portion of the effluent pipeline. As specifically billed, the Government shall pay its proportional share (16.1%) of Outfall O&M, and 100% of the City owned portion of the effluent pipeline O&M to the City pursuant to Section B.3.c and d. of this contract.

5. **Description of Service:** (to replace the current paragraph 5) The City shall provide to the Government a maximum of 3.6 MGD of capacity in the Outfall to dispose of non-disinfected tertiary treated effluent and brine flow originating from Camp Pendleton Sewage Treatment Plants and Water Treatment Facilities. The capacity shall be considered leased property of the Government.

**SECTION E – AGREEMENT ADMINISTRATION DATA**

1. **Communications:** (to replace the current paragraph 1) All communications regarding this Agreement shall be addressed as follows:

Oceanside: City of Oceanside  
Water Utilities Department  
Attn: Water Utilities Director  
300 Coast Highway  
Oceanside, CA 92054  
Telephone: (760) 435-5827 FAX (760)435-5814

Camp Pendleton: Attn: Assistant Chief of Staff (AC/S Facilities)  
Box 555013  
Camp Pendleton, CA 92055

**SECTION F – SPECIAL CONTRACT REQUIREMENTS**

6. **Flow Curtailment Event:** (to replace the current paragraph 6) A flow curtailment event is defined as an event that requires the curtailment of flow to the Oceanside Ocean Outfall due to uncontrollable circumstances that would otherwise exceed the capacity of the outfall such as extreme wet weather conditions. The MCB would be responsible to curtail/divert its flows during such an event, when notified by the City to do so and until such

time that the outfall flow capacity problem has been resolved. The City would act as a coordinator during the event for curtailing/controlling flow among the collective users. As curtailing flow can be a costly operation, the frequency and duration of curtailments will be limited to only times when exceeding outfall capacity is highly likely and after other collective users that are exceeding their allowed capacity are called upon first to curtail flows. It is noted that the flow diversion capacity of MCB is limited to approximately 100 million gallons.

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The foregoing is acknowledged:

**MCB CAMP PENDLETON**

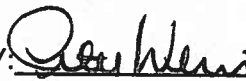
**MCB**

BY:  3/24/2012

ROBERT S. HELLMAN  
Colonel, U.S. Marine Corps  
Assistant Chief of Staff, Facilities

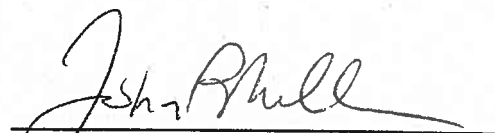
**CITY OF OCEANSIDE**

**CITY**

BY: 

PETER WEISS, CITY MANAGER

 ASST.  
ATTEST, CITY CLERK



APPROVED AS TO FORM:  
CITY ATTORNEY

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# Attachment D1. Accomplishments

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## FY 2015-2016 Accomplishments Summary

- Cleaned and/or inspected 1,545,399 linear feet (LF) of sewer line.
- Fully implemented the computerized maintenance management program at the two wastewater treatment plants as well as the plant maintenance and collections sections. Partially implemented the same in the laboratory and SCADA groups.
- Standardized the chemical dosing for odor and corrosion control while also removing corrosive chemicals at unattended facilities.
- Completed the citywide CCTV project by inspecting over 200 miles of pipeline with accompanying recommendations for maintenance and/or replacement.
- Completed the San Luis Rey Water Filtration Plant Major Upgrades Phase 1 Project which replaced twelve large diameter aeration tank valves, coated the aeration tank influent channels, and involved seismic upgrades to the Gravity Belt Thickener Building.
- Completed the South Oceanside Downtown Sewerline Replacement Project by upsizing 6,800 linear feet (LF) of aged sewerline.
- Completed the Lake Boulevard Sewerline Project by constructing 2,000 linear feet (LF) of 15-inch sewerline which relocated a gravity sewer from a water course crossing into the paved right away.
- Completed the Cured in Place Pipe (CIPP) project which lined over 4,000 LF of aged sewerlines.
- Began Phase 1 of the Downtown Sewer Replacement Project which will upsize over 2.5 miles of small diameter sewerlines.
- Completed the rehabilitation and new control vault for the Harbor 4 Lift Station and for the St. Malo Lift Station.
- Completed the upgrade of the Oceanside Golf Course Lift Station.
- Completed the relocation and replacement of the Oceana Sewer line through horizontal directional drill (HDD) methods.
- Completed the Mesa Drive 24-inch Gravity Sewer emergency repair which relined and rehabilitated over 2,000 LF of 40 feet deep gravity sewer.
- Completed the La Salina Pump Station and La Salina Wastewater Treatment Plant Decommissioning Project Preliminary Design Report.
- Completed the 2015 Sanitary Sewer Management Plan (SSMP).
- Adopted the Sewer Master Plan.

## FY 2016-2017 Accomplishments Summary

- Consolidated maintenance groups between water and sewer facilities for better efficiency
- Wastewater collections crews cleaned and/or inspected 1,729,364 LF of sewer line.
- Completed design plans for the New Maintenance building and retrofitted the old Maintenance Building.
- Successfully increased rated capacity of the City's Ocean Outfall back to 41.5 MGD.
- Completed construction of (4) Digester Sludge Cleanout Vaults at the San Luis Rey Water Reclamation Facility.
- Completed the construction of disinfection facilities at San Luis Rey Water Reclamation Facility for the ocean outfall.
- Completed the cleaning of over 50,000 gallons in Digester #4 at San Luis Rey Water Reclamation Facility.
- Started Construction of the San Luis Rey Water Reclamation Facility Major Upgrades to replace critical valving and pipelines.
- Completed the design and gained SDG&E approval for an electrical primary metering station for all of the San Luis Rey Water Reclamation Facility.
- Completed the construction of the Oceanside Municipal Golf Course Lift Station Rehabilitation.
- Completed the construction of the St. Malo Force Main via Horizontal Directionally Drilling technology.
- Completed the construction of the St. Malo Lift Station Rehabilitation.
- Completed construction for the San Luis Rey Effluent Pump Replacement which replaced a 500 HP Variable Frequency Drive for our critical Land Outfall system.
- Completed construction of the San Luis Rey Water Reclamation Facility Hydraulics Building.
- Completed the construction of the Myers Tait Street Sewerline Replacement Project which upsized the downtown trunk sewers to 27 and 30 inches.
- Completed the construction of the Harbor 4 Lift Station Rehabilitation.
- Completed the construction of the Oceana Sewerline via Horizontal Directionally Drilling technology.
- Completed the Tremont Sewerline Replacement Project in downtown Oceanside.
- Completed the Preliminary Design Report for the Oceanside Boulevard Sewer Lift Station Relocation Project
- Started construction of over 8000 linear feet of Cured in Place Pipe (CIPP) lining for critical VCP trunk sewers
- Started the City wide high definition 360 degree CCTV program for all VCP sewers
- Started construction of the Lake Boulevard Sewerline Replacement Project.
- Completed the preliminary plans on Phase 1 of the Downtown Sewerline Replacement Program. This will upsize 25,000 LF of 4" and 6" sewerlines to 8 inches.
- Completed the Wastewater Master Plan which outlines the future Capital Improvement Program (CIP).

- Selected Consultant for the La Salina Pump Station and Plant Decommissioning Project. Staff also prepared a detailed Work Plan and schedule to complete this project within the five year timeframe.

## FY 2017-2018 Accomplishments Summary

- Cleaned and/or inspected 1,788,581 linear feet (LF) of sewer line for CY 2016, an increase of 16% over the previous year.
- Completed the citywide CCTV project by inspecting over 200 miles of pipeline with accompanying recommendations for maintenance and/or replacement.
- Completed the San Luis Rey Water Reclamation Facility Primary Electrical Metering Project which will be able to supply power to the plant for various treatment plant expansion initiatives.
- Completed the FY15/16 Cured in Place Pipe (CIPP) Project which lined over 4,300 linear feet of 12-inch through 15-inch of aged sewer lines.
- Began Phase 1 of the Downtown Sewer Replacement Project which is upsizing over 8,500 linear feet of small diameter sewer lines.
- Completed Phase 2 (final phase) of the Oceanside Golf Course Lift Station Project
- Completed the Loma Alta Gravity Sewer emergency repair
- Completed the SLR Emergency Sludge Cleanout Vaults, the Cleanout Vaults Phase 2 and the Digester 2 Cleaning and Repairs Projects
- Began the condition assessment and access improvements of the three City's largest wastewater conveyance pipelines through the Mesa-Garrison tunnel to SLR
- Completed CCTV of all City Vitrified Clay Sewer Pipe and uploaded data, including deficiencies, into GIS.
- Began design to upsize 1,500 linear feet of an existing 21-inch trunk sewer to 24-inches and replace an 80 year old cast iron segment of the raw water pipeline from wells 10 and 11 in the Mission Shopping Center.
- Completed design of the San Luis Rey Site Modernization - Maintenance Buildings Project.
- Redesigned and Rehabilitated sludge loadout bay augers at SLRWWTP.
- Reduction in odor complaints at both treatment plants.
- Replaced boiler #3 at SLRWWTP.
- Installed new chopper pump at Mission Lift Station.
- Relocated La Salina WWTP operations bldg. in preparation for future plant closure and pump station project.

## FY 2018-2019 Accomplishments Summary

- Cleaned and inspected 1,975,175 linear feet (LF) of sewer line, an increase of 10 percent over the previous year.
- Completed the San Luis Rey Water Reclamation Facility (SLRWRF) Primary Electrical Metering Project which will be able to supply power to the plant for various treatment plant expansion initiatives.
- Completed the SLRWRF Emergency Sludge Cleanout Vaults, the Cleanout Vaults Phase 2 and the Digester 2 Cleaning and Repairs Projects.
- Made process piping improvements to the SLRWRF digester sludge process piping.
- Redesigned and Rehabilitated sludge loadout bay augers at SLRWRF.
- Completed design of the San Luis Rey Site Modernization - Maintenance Buildings Project.
- Replaced boiler #3 at SLRWRF.
- Installed a new aeration tank blower at the SLRWRF.
- Obtained a new standby centrifuge assembly for the SLRWRF, ensuring quick replacement if needed.
- Reduced odor complaints at both treatment plants.
- Completed Phase 1 of the Downtown Sewer Replacement Project which replaced approximately 7,300 linear feet of sewer mains in the downtown area.
- Completed the Loma Alta Gravity Sewer emergency repair.
- Began the condition assessment and access improvements of the City's three largest wastewater conveyance pipelines through the Mesa-Garrison tunnel to SLRWRF.
- Completed the CCTV program which cleaned, inspected, televised, and rated for condition approximately 1,347,000 linear feet of vitrified clay pipeline ranging in size from 6-inch through 24-inch. The rankings will help forecast and prioritize future rehabilitation and replacement of sewer pipeline projects.
- Completed the Jones Road Sewer Improvement project which improved sewer capacity by adding approximately 1,200 linear feet of additional 15-inch sewer main along Jones Road.
- Began the Market Place Del Rio Trunk Sewer Improvements by increasing sewer capacity along Mission Avenue and El Camino Real by upsizing approximately 1,300 linear feet of an existing 21-inch trunk sewer to a 24-inch. Completion is expected by June 2018.
- Completed the Vista Way/El Camino Real Sewer Replacement project which replaced an ongoing maintenance issue and eliminated the potential for spills and fines along an existing 6-inch sewer main at the intersection with El Camino Real.
- Commenced the Jefferson Easement sewer Replacement project which will replace approximately 300 linear feet of existing 12-inch sewer which has subsided over ½ foot. The work relieves staff of frequent maintenance and reduces the potential for spills and fines along the 78 freeway in a City easement.
- Began the design of the Haymar Sewer Bypass improvement project to improve the flow of wastewater into the Buena Vista-Encina Sanitation District connection point. Diverted 1.2 mgd of sewage away from the vulnerable Haymar pipeline.
- Completed Phase 2 (final phase) of the Oceanside Golf Course Lift Station Project.
- Installed a new chopper pump at Mission Lift Station.
- Achieved no sewer spills reaching receiving waters.
- Relocated the La Salina WWTP operations building in preparation for future plant closure and the new pump station project.

## FY 2019-2020 Accomplishments Summary

- Cleaned and inspected 1,895,881 linear feet (LF) of sewer line.
- Installed a second new aeration tank blower at the SLRWRF.
- Continued the condition assessment and access improvements of the City's three largest wastewater conveyance pipelines through the Mesa-Garrison tunnel to SLRWRF.
- Completed the Market Place Del Rio Trunk Sewer Improvements by increasing sewer capacity along Mission Avenue and El Camino Real by upsizing approximately 1,300 linear feet of an existing 21- inch trunk sewer to a 24-inch.
- Commenced construction of the Haymar Sewer Realignment which will permanently connect to the Vista-Carlsbad sewer and remove Oceanside's flow from the Buena Vista creek bed.
- Commenced construction of the Lotus Street Sewer Replacement which will install a new pipeline from Lotus Street to San Luis Rey Road to replace an existing highly corroded pipeline.
- Completed construction of La Salina Digester Gas lines which installed new above ground, stainless steel digester gas pipelines.
- Completed the design of Oceanside Blvd Lift Station, which will replace the aged existing station. Construction is scheduled to commence Summer 2019.
- Commenced design of the new Buccaneer Lift Station and Force Main which will reroute all the existing flows from La Salina Wastewater Treatment Plant to San Luis Rey Water Reclamation Facility.
- Completed design of Downtown Sewer Replacement Phase 2 which replaces existing gravity sewer pipelines in the downtown area.
- Continued partial disinfection of plant effluents for ocean coliform reduction.
- Commenced development of the City's Organics to Energy Biosolids Masterplan

### FY 2020-2021 Accomplishments Summary

- Cleaned and inspected 2,137,853 linear feet (LF) of sewer line in 2019.
- Continued the condition assessment and access improvements of the City's three largest wastewater conveyance pipelines through the Mesa-Garrison tunnel to SLRWRF. Replacements of pipe sections in poor condition have commenced and will continue into FY 20/21
- Completed construction of the Haymar Sewer Realignment, which permanently connects to the Vista-Carlsbad sewer and removed Oceanside's flow from a portion of the pipeline in the Buena Vista creek bed.
- Completed construction of the Lotus Street Sewer Replacement, which installed a new pipeline from Lotus Street to San Luis Rey Road to replace an existing highly corroded pipeline.
- Awarded and began construction of the Oceanside Blvd Lift Station relocation project, which will replace the aged existing station.
- Continued design of the new Buccaneer Lift Station and Force Main which will reroute all the existing wastewater flows from La Salina Wastewater Treatment Plant to SLRWRF.
- Commenced construction of the Harbor 3 Lift Station refurbishment project.
- Commenced construction of the Bandstand Lift Station to replace the existing aged infrastructure.
- Completed sewer Point Repair Package 2 and 3 while preparing Packages 4 and 5.
- Continued partial disinfection of plant effluents for ocean coliform reduction.
- Continued development of the City's Organics to Energy Biosolids Masterplan

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# Attachment D2. Collections Stoppage Odor Report Form

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# COLLECTIONS STOPPAGE / ODOR REPORT

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ JOB TIME: \_\_\_\_\_

REFERRED BY: \_\_\_\_\_ VEHICLE: \_\_\_\_\_

NAME OF OCCUPANT: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ MAP PAGE: \_\_\_\_\_

STOPPAGE LOCATION: \_\_\_\_\_ SPILL: \_\_\_\_\_

CAUSE OF STOPPAGE: \_\_\_\_\_ RECOVERED: \_\_\_\_\_

OPERATORS: \_\_\_\_\_ BROKE AT FT: \_\_\_\_\_ DAMAGE: \_\_\_\_\_

UPSTREAM M/H: \_\_\_\_\_ DOWNSTREAM M/H: \_\_\_\_\_

SEWER LINE ID # \_\_\_\_\_ SPILLING M/H: \_\_\_\_\_

WORK REQUEST # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( OFFICE USE ONLY - NO. \_\_\_\_\_ YES [ ] NO [ ] )

# COLLECTIONS STOPPAGE / ODOR REPORT

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ JOB TIME: \_\_\_\_\_

REFERRED BY: \_\_\_\_\_ VEHICLE: \_\_\_\_\_

NAME OF OCCUPANT: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ MAP PAGE: \_\_\_\_\_

STOPPAGE LOCATION: \_\_\_\_\_ SPILL: \_\_\_\_\_

CAUSE OF STOPPAGE: \_\_\_\_\_ RECOVERED: \_\_\_\_\_

OPERATORS: \_\_\_\_\_ BROKE AT FT: \_\_\_\_\_ DAMAGE: \_\_\_\_\_

UPSTREAM M/H: \_\_\_\_\_ DOWNSTREAM M/H: \_\_\_\_\_

SEWER LINE ID # \_\_\_\_\_ SPILLING M/H: \_\_\_\_\_

WORK REQUEST # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( OFFICE USE ONLY - NO. \_\_\_\_\_ YES [ ] NO [ ] )

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# Attachment D3. Manhole Repair Form

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CITY OF OCEANSIDE  
**MANHOLE REPAIR FORM**  
COLLECTIONS DIVISION

DATE: \_\_\_\_\_ CREW: \_\_\_\_\_

MANHOLE STATION NO: \_\_\_\_\_

MAP PAGE: \_\_\_\_\_ PIPE SIZE: \_\_\_\_\_ MANHOLE DEPTH: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

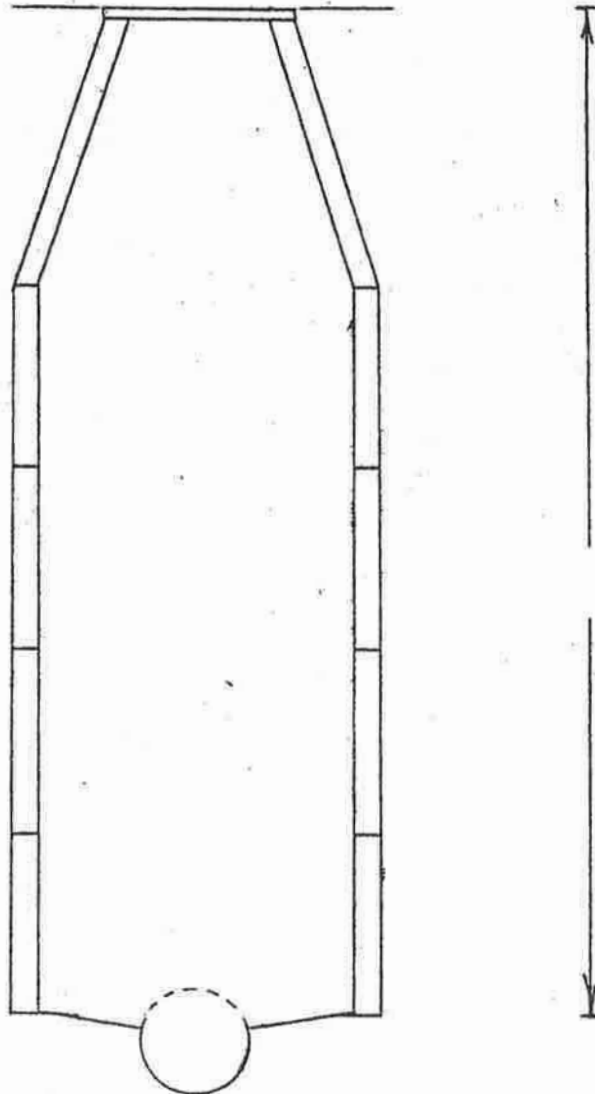
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# Attachment D4. Lift Station Data Sheet

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MONTH \_\_\_\_\_

**CITY OF OCEANSIDE  
WATER UTILITIES DEPARTMENT - WASTEWATER COLLECTIONS**

STATION \_\_\_\_\_

DATE	TIME	ELECTRIC	KWH	W/W LEVEL	AUTO	PORT	GEN HRS	CK'ED BY	COMMENTS
LR									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
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29									
30									
31									

<b>EYE WASH</b>		<b>VALVES</b>		<b>ODOR SCRUBBER GREASING</b>	1ST	2ND
<b>FIRE EXT.</b>		<b>SUMP</b>				

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# Attachment D5. Safety Meeting Report Form

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# SAFETY MEETING REPORT

SEWER COLLECTIONS

---

CAL / OSHA - SECTION 3203: EVERY EMPLOYER SHALL INAUGURATE AND MAINTAIN  
A TRAINING PROGRAM, INSTRUCTING EMPLOYEES IN GENERAL  
SAFE WORK PRACTICES...

\*RETAIN ORIGINAL COPY AND FORWARD DUPLICATE TO THE SAFETY OFFICE...

---

DATE OF MEETING: \_\_\_\_\_ TIME: \_\_\_\_\_

NAME / TITLE OF CONDUCTOR: \_\_\_\_\_

EMPLOYEE	PRESENT	ABSENT	EMPLOYEE	PRESENT	ABSENT
AGUNG MERTHA	_____	_____	TONIO TERHUNE	_____	_____
MARCOS MORENO	_____	_____	DANNY CAVATINO	_____	_____
JEREMY KEMP	_____	_____	MIKE HEISER	_____	_____
RUBEN AGUILAR	_____	_____	SCOTT ROGERS	_____	_____
JAKE CURE	_____	_____	SHAWN KEALOHA	_____	_____
RAY ZARATE	_____	_____	DAVID SANCHEZ	_____	_____
MIKE DUMAS	_____	_____	RUBEN RAMOS	_____	_____
ISAAC RICHARDSON	_____	_____	WILL HOLDER	_____	_____
RICHARD NUGENT	_____	_____			

---

SAFETY INFORMATION RECEIVED AND DISCUSSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

JOB INJURIES AND ACCIDENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

TOPIC OR ITEMS BROUGHT UP AND DISCUSSED AT MEETING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

DATE AND TIME OF NEXT SAFETY MEETING:

\_\_\_\_\_

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
SUPERVISOR DEPARTMENT HEAD

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# *Attachment E. Reserved for Design and Performance Provision Section Attachments*

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# Attachment F1. Overflow Emergency Response Plan

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# Overflow Emergency Response Plan

2021 Sewer System Management Plan Update

Oceanside, CA  
April 22, 2021





## Contents

1	Overflow Emergency Response Plan.....	1
1.1	Goals of the Overflow Emergency Response Plan.....	1
1.2	SSO Detection and Receipt of Information Regarding Sewer Overflow.....	2
1.3	Working Hours Reports of SSOs.....	3
1.4	After Hours Reports of SSOs.....	4
1.5	Other Sources of Information Regarding Sewer Overflows.....	4
2	Spill Response Procedures.....	5
2.1	Private Spill Procedures.....	8
2.2	City Responsibility Spill Procedures.....	9
2.3	Lift Station Emergency Response Procedures.....	10
2.4	Spills to Agua Hedionda Lagoon.....	11
3	Containment and Recovery of Spills.....	11
4	Traffic and Crowd Control Procedures.....	12
5	Posting Warning Signs and Sampling.....	12
6	Water Quality Monitoring Plan.....	14
7	Sewer Overflow Notification and Reporting Procedures.....	14
7.1	City Staff Notification.....	14
7.2	Agencies to Be Notified within 2 hours of SSO.....	14
7.3	California Integrated Water Quality System (CIWQS) Reporting.....	14
7.3.1	SSO Reporting Requirements.....	15
8	SWRCB Monitoring and Reporting Requirements.....	16
9	Emergency Response Training.....	20
10	Contractors.....	20
11	Record Keeping.....	20

## Tables

Table 8-1.	Spill Categories and Definitions.....	17
Table 8-2.	Notification, Reporting, Monitoring, and Record Keeping Requirements.....	18

## Figures

Figure 1-1.	SSO Notification and Dispatch.....	2
Figure 1-2.	SSO Chain of Communication (Working Hours).....	3
Figure 1-3.	SSO Chain of Communication (After Hours).....	4
Figure 2-1.	SSO and PLSD Response Procedure.....	6
Figure 2-2.	Other Utility or Municipality Caused SSO.....	7



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# 1 Overflow Emergency Response Plan

The City's Overflow Emergency Response Plan (OERP) establishes procedures for responding to sanitary sewer overflows (SSOs) to minimize the overflow volume that enters surface waters and to minimize the adverse effects of overflows on water quality. This plan also includes required notification of the appropriate State and County regulatory agencies. The City has developed an OERP documenting response protocols from receipt of call through clean-up and reporting. The City's OERP meets the requirements of the WDR and MRP. The Overflow Emergency Response Plan is organized into the following sections:

1. Goals
2. SSO Detection and Receipt of Information
3. SSO Chain of Communications
4. Spill Response Procedures
5. Containment and Recovery of Spills
6. Traffic and Crowd Control Procedures
7. SWRCB Monitoring and Report Requirements
8. Sewer Overflow and Notification Reporting Procedures
9. Water Quality Monitoring Plan
10. Emergency Response Training
11. Record Keeping

## 1.1 Goals of the Overflow Emergency Response Plan

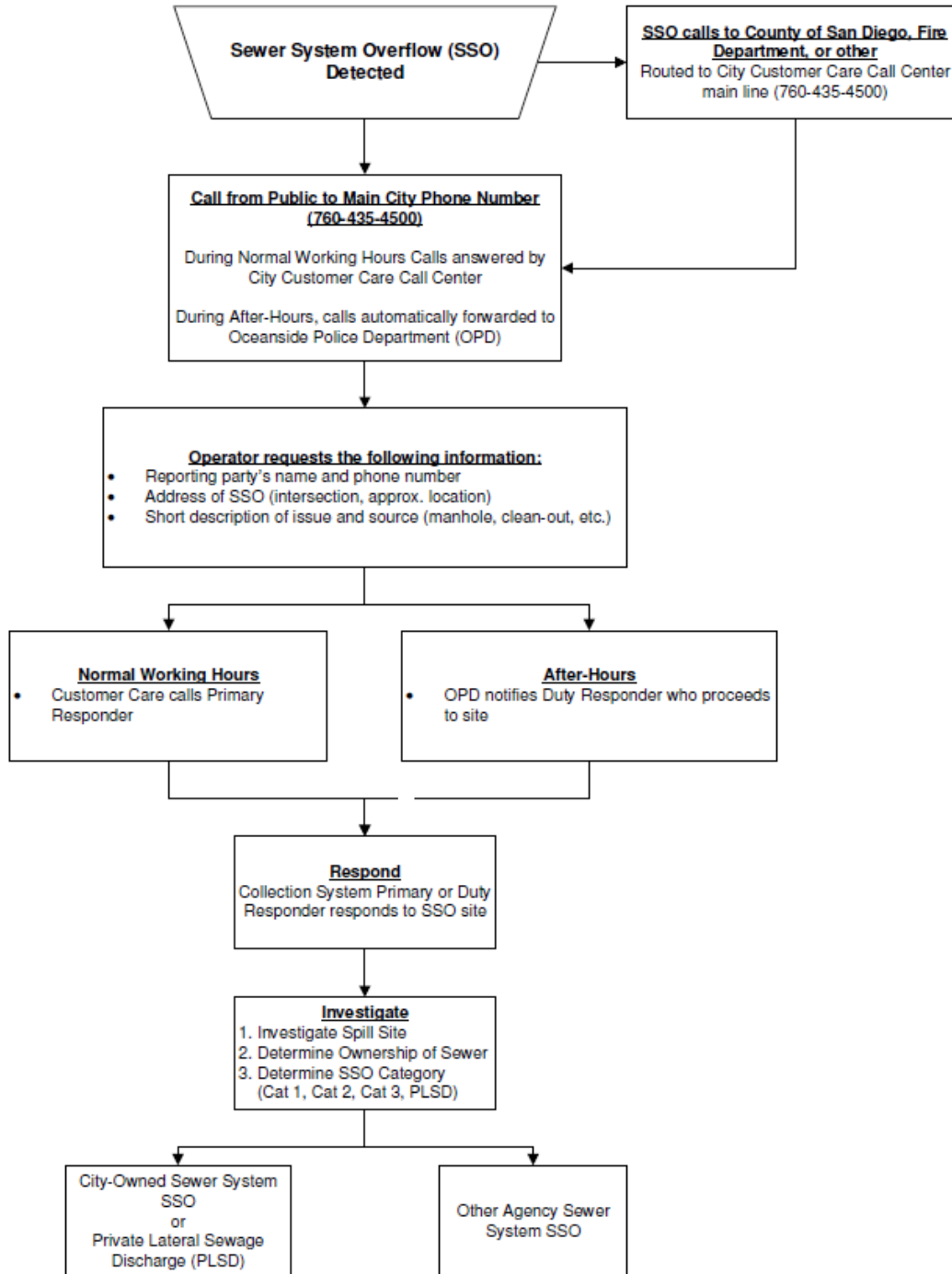
The City's goals with respect to responding to SSOs are:

- Work safely;
- Minimize public contact with the spilled wastewater;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Contain the spilled wastewater to the extent feasible;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements; and
- Document timeline of SSO event to support reporting including additional detail for large SSOs to receiving waters.

## 1.2 SSO Detection and Receipt of Information Regarding Sewer Overflow

The City employs the following methods and processes to receive and investigate calls notifying the City of potential blockages or spills. Public observation is the most common way that the City is notified. The procedure for notification and dispatch is summarized in Figure 1-1. Additional information is documented in this section.

**Figure 1-1. SSO Notification and Dispatch**



Contact information for reporting sewer spills is located on monthly water bills and on the City’s website at <https://www.ci.oceanside.ca.us/contact/contactcitystaff.asp>.

Citizens can call the City Customer Care call center at 760-435-4500 or Oceanside Police Dispatch (OPD) at 760-435-4911 (or 4911) to report SSOs. Customer Care has been trained by Collections to provide immediate notification of SSOs and the difference between water leaks and SSOs.

There is a service request website for submitting SSO or other issues: <https://www.ci.oceanside.ca.us/services/reqservice.asp>. The public can also walk into the Customer Care counter and report an SSO. Service requests submitted online or via the Customer Care counter are documented in Lucity.

A weekly call-out list is sent out by Customer Care to various City departments identifying the Collections duty personnel to call for sewer-related complaints. This list includes other contact information that may support emergency response including large project contacts and school districts.

### 1.3 Working Hours Reports of SSOs

The typical process for working hours (6:30 AM to 4:30 PM Monday through Thursday and 6:30 AM to 3:00 PM on Friday) SSO reports is presented in Figure 1-2 and described below.

**Figure 1-2 - SSO Chain of Communication (Working Hours)**



\*The Primary Responder and Duty Phone number is in a daily email sheet sent to Oceanside Customer Care and Water Utilities employees. City staff assigned to the Duty Phone are the Primary Responder and are responsible for investigating the complaint or SSO report and initiating spill response procedures if necessary.

Typical process:

1. The centralized City Call Center (760-435-4500) receives a call reporting the SSO. Information is logged into PublicStuff software and then Customer Care calls the Duty Phone. PublicStuff software also automatically creates a Lucity Work Request at this step.
2. The Duty Phone is carried by the assigned Collections Primary Responder or Customer Complaints staff who receives the SSO information.
3. The Primary Responder investigates and notifies LRO or appropriate staff to begin notification and reporting process.

## 1.4 After Hours Reports of SSOs

The typical process for reporting SSOs occurring during weekends, holidays and anytime outside of regular working hours is presented in Figure 1-3 and described below.

**Figure 1-3 - SSO Chain of Communication (After Hours)**



\*The Duty Person is designated in an emergency call list distributed weekly to Police Dispatch. The Duty Person is responsible for investigating the complaint or SSO report and initiating spill response procedures if necessary.

Typical process:

- Emergency calls concerning possible sewer overflows received by the City after hours are forwarded to or taken directly by Oceanside Police Dispatch 760-435-4900. OPD documents information on the sewer overflow emergency (time, location, and caller, address, phone number).
- OPD calls the Duty Phone to notify the Duty Person of the overflow and information is documented in Lucity.
- The Duty Person investigates and notifies LRO or appropriate staff to begin notification and reporting process.

## 1.5 Other Sources of Information Regarding Sewer Overflows

**Manhole Flow Level Sensor Alarms:** The City has 31 manhole locations equipped with SmartCover® flow level monitoring systems. The flow level monitoring systems provide a web-based interface for monitoring wastewater flow levels in manholes throughout the collection system. The monitoring systems alarm operators by phone of high wastewater levels and potential SSOs, which has prevented SSOs. Alarms go to Utility Supervisor and Senior Utility Worker. If deemed necessary, these staff will contact the Duty Person.

**Sewer Lift Station Alarms:** When Lift station SCADA alarms are triggered the SCADA system calls the Duty Person on the Duty Phone. The SCADA system asks for an acknowledgement code as part of this call. The SCADA system will keep calling and leave messages until acknowledged. SCADA system alarms for conditions such as pump failure, power failure, generator failure, intrusion, and station flood. Alarms are displayed at all SCADA stations located at the San Luis Rey WWTP, including the Collections operation center.

**Flow Meters Alarms:** WWTP has flow meters that monitor flow coming from the collection system and WWTP staff will investigate if they lose flow.

## 2 Spill Response Procedures

Sewer service calls are high priority events that demand a prompt response to the location of the problem. Upon notification of a potential sewer overflow, a City responder is dispatched onsite with the goal to arrive within 30 minutes during normal working hours and 60 minutes during after-hours. During normal working hours the City responder is the designated Primary Responder, while during after-hours the City responder is the designated Duty Responder. Spill response procedures are summarized in Figure 2-1 and Figure 2-2 and City SSO and private spill procedures are documented in the below sections.

Figure 2-1. SSO and PLSD Response Procedure

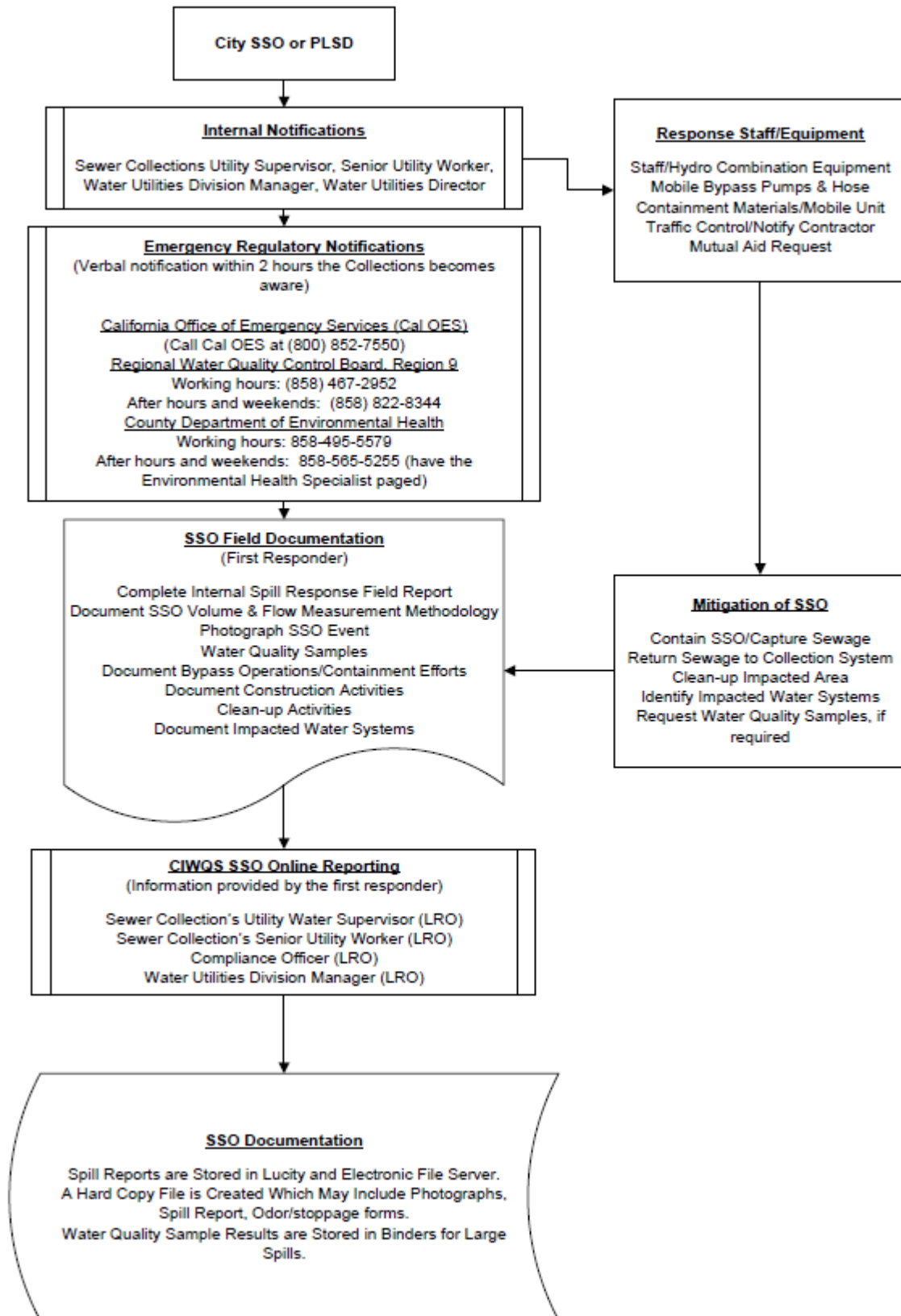
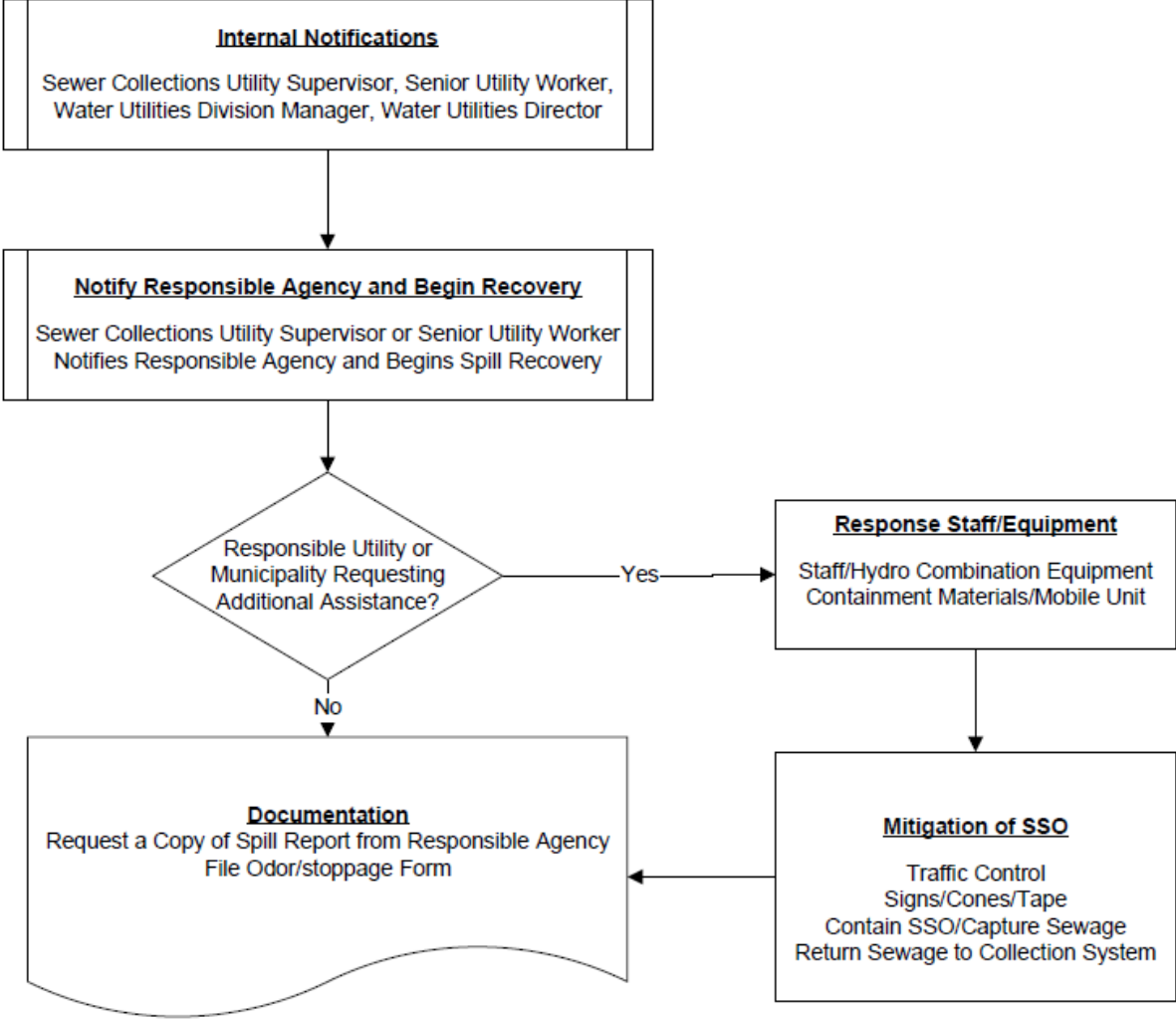




Figure 2-2. Other Utility or Municipality Caused SSO



2.1

## Private Spill Procedures

If the spill is on private property and is less than or equal to 1,000 gallons and is not reaching public right-of-way, the drainage channel and/or surface water and/or storm drain and is fully recovered:

- Check the city main to determine responsibility (Open upstream manhole and downstream manhole and check flow).
- If the city main is clear - contact the owner/resident to inform them of findings.
  - Request the owner/resident call a plumber.
  - Evaluate the situation and determine whether you can leave and come back to check the problem or must stay and set up recovery (if it might reach public right-of-way).
  - If situation dictates, notify Code Enforcement and, in extreme cases when the water has to be shut off, notify the Collections Supervisor and upper management to authorize the shut down by the water duty person.
- Document call out and take photos if necessary. When possible document extents of discharge and site after clean-up.
- May notify agencies or create internal report on a case-by-case basis. *Note: This reporting and communication is not required by the WDR. The City provides this notification to improve coordination and response.*

If the spill is on private property and is greater than 1,000 gallons or reaching public right-of-way, a drainage channel, and/or surface water, and/or storm drain, and is not fully recovered:

- Check the City main to determine responsibility. (Open upstream manhole and downstream manhole and compare flow volumes).
- If the City main is clear - contact the owner/resident to inform them of your findings.
  - Start a timeline of the incident with a minimum of the following information:
    - The time the SSO call was received;
    - The time staff arrived at the SSO site and their names;
    - What actions were taken to stop the SSO with the times; and
    - The time the SSO was stopped.
  - Set up recovery/clean-up.
  - Have the owner/resident call a plumber.
  - Remain on scene until stoppage is resolved.
  - Notify Collections supervisor.

- Report the spill within 2 hours of when you received the call to all agencies – RWQCB, DEH, Cal OES. *Note: This reporting and communication is not required by the WDR. The City provides this notification to improve coordination and response.*
- If situation dictates, notify Code Enforcement and, in extreme cases when the water has to be shut off, notify the Collections supervisor and upper management to authorize the shut down by the water duty person.
- Document call out and take photos if necessary. When possible, document extents of discharge and site after clean-up.
- Notify Risk Management for cost recovery.

## 2.2 City Spill Procedures

If the spill originates from the City owned and maintained sewer system and/or facilities up to the headworks of both wastewater treatment plants:

- Goal: Contain the SSO and eliminate it as quickly as possible.
- Inspect the City main and facilities.
- If the City main/facility is backed-up and/or spilling – immediately begin the following:
  - Start a timeline of the incident with the following minimum information:
    - Photographs during the timeline. For spills that reach receiving waters, include photographs of the area where the spill reached receiving waters.
    - SCADA screen shots documenting equipment failures and power outages, when applicable.
    - The time the SSO call was received (spill typically begins from time call is received, additional data such as flow monitoring may be reviewed in some cases to determine spill start time).
    - The time staff arrived at the SSO site.
    - The time the SSO was stopped.
    - Time OES notified.
    - Identify additional detail for SSOs greater than or equal to 50,000 gallons to a surface water such as:
      - staff names that first arrived on site.
      - names of additional staff when they arrive and depart on site.
      - What actions were taken to stop the SSO with the times.
  - Call for additional personnel or equipment if necessary.
  - Determine where the problem is and how to stop it.
  - Contain spill (if possible) and locate path of spill for recovery.



- Remove blockage or address the source of the issue.
- Call Risk Management (only if property damages occur). The primary contact is Skip Hakes at 760-435-3860 (day) or 619-884-3971 (after work and weekends). The secondary contact is Denise Gallegos at 760-435-3504.
- Report the spill within 2 hours of when you received the call to all agencies: County DEH, RWQCB, Cal OES. Note: This reporting and communication is not required by the WDR. The City provides this notification to improve coordination and response.
- Notify one of the 'Legally Responsible Officials to begin California Integrated Water Quality System (CIWQS) reporting process. The Legally Responsible Officials as of September 2020 are:
  - Jeremy Kemp, Collections Supervisor
    - 760-435-5842 (office) or 760-535-0040 (cell)
  - Mike Dumas, Senior Utility Worker
    - 760-435-5842 (office) or 760-497-0137 (cell)
  - Martin Popma, Water Utilities Division Manager
    - 760-435-5948 (office) or 760-801-1297 (cell)
  - Lori Rigby, Compliance Officer
    - office: 760-435-5912 cell 760-405-7702

## 2.3 Lift Station Emergency Response Procedures

The following include procedures for Lift Station Emergency Response which are in addition to procedures identified above.

- The City maintains an Emergency Plan.xlsx spreadsheet includes the following information for reference during Lift Station Emergency Response:
  - Generator information including maximum run time for lift stations with generators.
  - Vactor assignments and pumping priorities for lift stations without generators.
  - Emergency pump and hose locations, quantities and lengths.
  - Pipeline plug locations, quantities, type and size.
  - Station spill points in the event of lift station failure.
- Larger pump stations have canisters stored at the lift station, also referred to as "Rain-for-Rent" canisters that include pump bypass plan information such as bypass connection pump size, pipe length, and pipe size.
- Coordinate with SCADA division for electrical needs and Facilities Maintenance division for mechanical needs when appropriate.

## 2.4 Spills to Agua Hedionda Lagoon

Notify the following staff associated with water treatment at the Carlsbad Desalination Plant in the event of an SSO release to the Agua Hedionda Lagoon.

- Carlsbad Desalination Plant control room: (760) 795-3551
- David Moxey: (760) 846-4668
- Josh Capito: (760) 277-1558
- Michelle Peters: (702) 606-8742

## 3 Containment and Recovery of Spills

The following includes a list of typical containment and recovery procedures. Spill recovery and clean-up to environmentally sensitive areas will be coordinated with the Compliance Officer and as directed by agencies.

- The City's vector trucks are the primary equipment used to recover most spills and cleanup after the recovery.
- Use sandbags, earthen berms or other materials to form dams along curbs, storm drains and in creeks or lagoons in order to allow the recovery of the spill.
- Use sandbags or containment barriers.
- Excavate to establish containment, if necessary.
- Initiate containment in downstream storm drains and plug downstream storm drain outlet to capture SSO, if possible.
- Collect solid and liquid materials.
- Wash down the affected area with clean water. Contain and capture wash down water.
- Conduct cleanup of impacted storm drain.
- If an SSO is on private property and is caused by the agency's sewer, provide instructions to call a plumber and for claims. City may support cleaning on a case-by-case basis.
- If necessary and when large volumes are released, use portable pumps and tanker trucks along with vector trucks to recover the spill.
- There are informal mutual aid agreements with Vista and Carlsbad to respond if requested to contain and recover spills.

After sewer main spill recovery, the line may be televised to evaluate condition of line and cause of stoppage. Line may become a hot spot for cleaning or recommended for replacement/rehabilitation.

## 4 Traffic and Crowd Control Procedures

The traffic and crowd control used for the SSO situations can be summarized for most situations as follows:

- Assess spill situation.
- Contact mutual aid contract cities as needed.
- Inform local police and Sheriff's Department of any law enforcement-needed road closures and traffic control.
- Delegate the responsibilities to mutual aid team members to inform public of hazards also use signage to inform public of potential hazards to public health and safety.
- Block public access to hazard using barricades, cones and caution tape.

## 5 Posting Warning Signs and Sampling

The posting of receiving waters with contaminated water signs is required if directed by County DEH. Water quality monitoring must be performed for SSOs greater than or equal to 50,000 gallons and for smaller SSOs to water bodies if directed by County DEH or other agencies. Refer to Water Quality Monitoring Plan in Attachment A for SSOs greater than or equal to 50,000 gallons and additional information.

City staff to evaluate safety of collecting samples prior to collection and may delay collection until it is safe. The City's laboratory is certified for testing and all contracted tests shall be performed by a California certified laboratory.

### **Collections Staff is Responsible for:**

- Posting contaminated water signs at the spill site and the quarantine area as determined by County DEH and/or as necessary to reasonably warn the public. The City proactively places signs if a spill occurs and there is a possibility of wastewater entering recreational water of other waterways where the public may come in contact until direction from DEH is provided.
- Remove signs when directed by County DEH.
- Notify and coordinate with Laboratory staff when Collections will proactively collect samples where high likelihood of human contact, large spills to water bodies, or when County DEH has directed the City to collect water samples.
- Collect samples and return to Laboratory for testing.

### **Laboratory Staff is Responsible for:**

- Prepare sample bottles and equipment for sample collection and testing.
- Collect samples when directed by Collections or Compliance Officer.
- Test samples and support reporting.
- Support reporting.

- Reporting submitted by the lab.

General guidance for sample collection is below. Refer to Water Quality Monitoring Plan in Attachment A for additional sampling requirements for SSOs greater than or equal to 50,000 gallons. Take water quality samples in the receiving waters as soon as is safely possible.

- Take samples upstream or away from the point where the discharge reaches the receiving waters to obtain a baseline.
- Take samples in the receiving water in order to evaluate the impact of the discharge including near the discharge and downstream.
- Receiving water samples may include more than one downstream location (e.g. lagoon and Pacific Ocean) depending on the flow.
- If there is a marine protected area (MPA) in the vicinity of the spill, samples should be collected to ensure assessment of any impacts.
- Take photographs and samples at the receiving water if the spill reaches a storm drain.
- Continue to sample daily for at least one week or until concentrations return to background. If concentrations have not returned to background, samples should be taken after one month and three months.
- Take additional samples as directed by the Compliance Officer or agencies.

Accelerated or additional monitoring may be required by County DEH, California Department of Fish and Wildlife, other agencies, or by the City to determine the nature and impact of the discharge. Monitoring parameters may include: total fecal coliform bacteria, Enterococcus bacteria, total nitrogen, total dissolved solids, chloride, sulfate or other analyses as directed.

Conduct a biological assessment if directed by California Regional Water Quality Control Board or other agencies.



## 6 Water Quality Monitoring Plan

The SSO Water Quality Monitoring Plan (WQMP) shall be implemented for Category 1 SSO greater than or equal to 50,000 gallons into surface waters. The plan establishes protocols for monitoring, sampling, and analyzing water quality to assess impacts from the SSO. Refer to Water Quality Monitoring Plan in Attachment A.

## 7 Sewer Overflow Notification and Reporting Procedures

All wastewater spills must be reported promptly to the proper agencies as identified in this procedure and as necessary to comply with the requirements in Table 8-1 and Table 8-2. **The City provides additional notification than is required by the WDR to improve communication and emergency response. This section documents City procedures.**

### 7.1 City Staff Notification

Notification of supervisors should be made within one (1) hour from the time Collections staff becomes aware of a spill.

### 7.2 Agencies to Be Notified within 2 hours of SSO

**County DEH:** Working hours: 858-495-5579

After hours and weekends: 858-565-5255 (have the Environmental Health Specialist paged)

**RWQCB:** Working hours: (858) 467-2952

After hours and weekends: (858) 822-8344

**Cal OES:** (800) 852-7550 - report the incident to the attendant and get a Control Number

WHEN NOTIFYING EACH AGENCY, RECORD THE DATE, TIME AND PERSON'S NAME THAT TAKES THE SSO REPORT.

### 7.3 California Integrated Water Quality System (CIWQS) Reporting

As soon as possible, but no later than 24 hours after an SSO, one of the legally responsible officials must enter the notification data from the calls to the County DEH, RWQCB and Cal OES into the CIWQS system in order to certify that those agencies have been notified. For Category 1 & 2 SSOs, a draft sewer overflow report must be entered into CIWQS within 3 days, and this report must be certified within 15 days of the SSO end date. For Category 3 and required PLSD SSOs, a certified sewer overflow

report must be entered into CIWQS within 30 days. Additional reporting requirements are included in Table 8-2.

### 7.3.1 SSO Reporting Requirements

The preliminary data collection, in-house spill report (included in Attachment B), and phone calls are made by any sewer personnel on scene. All CIWQS spill reporting is entered by 'Legally Responsible Officials' only.

The following information must be recorded accurately. The CIWQS SSO Report Form will be used for reporting.

- Date and time of the SSO notification to each agency and name of the person receiving the report.
- Name and phone number of person making report.
- Time of City personnel's arrival at the SSO.
- Name of responsible agency or private party.
- Date and time that the spill started. Spill begins from time of call.
- Date and time that the spill was stopped. In the event that the overflow has not been abated, then state what is being done and give an estimated time of repair/correction.
- Estimate the volume discharged. Include how you arrived at the quantity.
  - Spill totals are calculated from spill start time to completion of flow exiting spill source and then multiplied by gallons per minute (gpm).
  - GPM is estimated by trained sewer personnel either by:
    - flow meters at lift stations;
    - SmartCover data;
    - SCADA or pump GPM;
    - amounts recovered by vactor trucks; or
    - flow chart of gauged spilling manholes (Included in Attachment C).
- Estimate the volume recovered. Include information on how the quantity was determined.
- Estimate the volume reaching a drainage channel, and/or surface water, and/or storm drain, or not recovered.
- Location of spill using GPS coordinates and street location, lagoon, creek, north, south, yards, feet, etc.
- Structure where the spill occurred, i.e., pump station, manhole, force main, sewer line.
- Cause of spill, i.e., equipment/power failure, vandalism, roots, etc.

- Final destination of the spill and other conditions if applicable, i.e., lagoon, creek, flood control channel, fully recovered, etc. Note whether the spill reached the drainage channel and/or surface water and/or storm drain.
- After spill amount is determined, call all agencies (RWQCB, DEH, Cal OES) within 2 hours of when spill began (follow notification procedures in Section 2 and Section 3).
- “Legally Responsible Persons” will then enter the spill data onto the CIWQS web site within 24 hours. Final reporting procedures entail entering all information into Lucity CMMS (the City of Oceanside ‘Computerized Maintenance Management System’).

## 8 SWRCB Monitoring and Reporting Requirements

The State Water Resources Control Board adopted amended Monitoring and Reporting Program requirements as Order No. WQ 2013-0058-EXEC, effective September 9, 2013. This order specifies spill categories and definitions, and monitoring and reporting requirements that are summarized in Table 8-1 and Table 8-2. The requirements specified in these tables also include specific requirements included in RWQCB Order No. R9-2007-0005. **The City provides additional notification than is required by the WDR to improve communication and emergency response. Refer to Section 7 for City procedures.**

“Enrollee” identified in these tables is the City. “Enrollee” is defined by RWQCB Order No. 2006-0003-DWQ as all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California.

**Table 8-1. Spill Categories and Definitions**

Categories	Definitions
<p><b>Category 1</b></p>	<p>Discharges of untreated or partially treated wastewater of <b><u>any volume</u></b> resulting from an enrollee’s sanitary sewer system failure or flow condition that:</p> <ul style="list-style-type: none"> <li>• Reach surface water and/or reach a drainage channel tributary to a surface water; or</li> </ul> <p>Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).</p>
<p><b>Category 2</b></p>	<p>Discharges of untreated or partially treated wastewater or <b><u>1,000 gallons or greater</u></b> resulting from an enrollee’s sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.</p>
<p><b>Category 3</b></p>	<p>All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.</p>
<p><b>Private Lateral Sewage Discharge</b></p>	<p>Discharges of untreated or partially treated wastewater resulting from blockages or other problems <b><u>within a privately owned sewer lateral</u></b> connected to the enrollee’s sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <b><u>voluntarily</u></b> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.</p> <p><b>NOTE: Reporting of PLSDs is required by the California Regional Water Quality Control Board, San Diego Region, for SSOs greater than 1,000 gallons or Category 1 spills.</b></p>



**Table 8-2. Notification, Reporting, Monitoring, and Record Keeping Requirements**

Element	Requirement	Method
<b>Notification</b>	<ul style="list-style-type: none"> <li>• Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	<ul style="list-style-type: none"> <li>• Call Cal OES at: (800) 852-7550</li> <li>• Contact Regional Water Quality Control Board, San Diego Region, within 24 hours for Category 1 spills or PLSD greater than 1,000 gallons which reach surface water or a MS4.</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>• Category 2 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>• Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO occurred.</li> <li>• SSO Technical Report: Submit a separate report (upload to CIWQS Online SSO Database in .pdf format) within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. The SSO Technical Report shall include: 1) Causes and Circumstances of the SSO, 2) Response to the SSO, and 3) Water Quality Monitoring. Refer to SWRCB Order No. WQ 2013-0058-EXEC Attachment A, Section B. Notification Requirements, Subsection 5. SSO Technical Report (Page 5 of 11) for report requirements.</li> <li>• “No Spill” Certification: Certify that no SSOs occurred with 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>• Collection System Questionnaire: Update and certify every 12 months.</li> <li>• PSLDs SSO Report: Submit within 30 calendar days.</li> </ul>	
<b>Water Quality Monitoring</b>	<ul style="list-style-type: none"> <li>• Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	<ul style="list-style-type: none"> <li>• Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>



Element	Requirement	Method
<b>Record Keeping</b>	<ul style="list-style-type: none"> <li>• SSO event records.</li> <li>• Records documenting Sewer System Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>• Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>• Collection system telemetry records if relied upon to document and/or estimate SSO volume.</li> </ul>	

## 9 Emergency Response Training

- Safety Meetings conducted by Collections typically occur every 2 weeks and include discussion of SSO response for recent SSO events with crews. Meetings are documented and documentation is maintained. Discussions may include the following:
  - During work and after-hours response;
  - Private and City spills;
  - Posting warning signs and sampling;
  - Containment and recovery;
  - Traffic and crowd control;
  - Notification;
  - Reporting;
  - Operation and maintenance of equipment to prevent discharges;
  - Applicable pollution control laws, rules, and regulations;
  - General facility operations;
  - Content of the OERP;
  - Descriptions of known discharge events or failures, malfunctioning components, and recently implemented precautionary measures and best practices; and
  - Sharing of recommendations concerning environmental, safety, and health issues encountered during facility operations.
- Conference trainings or other external trainings that staff attend often include SSO response and reporting requirements. Staff will bring back flyers and handouts from these trainings which are discussed at Safety Meetings.

## 10 Contractors

Contractors submit spill response plans to the City as part of capital projects or other projects which are reviewed by the Compliance Officer. Project specifications include the training requirements for contractors.

## 11 Record Keeping

- Maintain individual SSO records for a minimum of 5 years from the date of the SSO. This period may be extended when requested by a Regional Water Board Executive Officer;
- Make all records available for review upon SWRCB or RWQCB staff's request;

- Maintain and calibrate all monitoring instruments and devices used to fulfill the prescribed monitoring and reporting program to ensure their continued accuracy;
- Retain records of all SSOs, such as, but not limited to and when applicable:
  - Record of certified report, as submitted to the online SSO database;
  - All original recordings for continuous instrumentation monitoring;
  - Service call records and complaint logs of calls received;
  - SSO calls;
  - Steps that have been taken and will be taken to prevent the SSO from recurring and a schedule to implement those steps;
  - Work orders, work completed, and any other maintenance records from the previous 5 years which are associated with responses and investigations of system problems related to SSOs;
  - A list and description of complaints from customers or others from the previous 5 years; and
  - Documentation of performance and implementation measures for the previous 5 years.
- If water quality samples are required by an environmental or health regulatory agency or State law, or if voluntary monitoring is conducted by the City or its agent(s) as a result of any SSO, records of monitoring information shall include:
  - The date, location, and time of sampling or measurements;
  - The individual(s) who performed the sampling or measurements;
  - The date(s) analyses were performed;
  - The individual(s) who performed the analyses;
  - The analytical technique or method used; and
  - The results of such analyses.



# Appendix A. Water Quality Monitoring Program Plan



# Water Quality Monitoring Program Plan

This appendix contains the plan used by the City of Oceanside as required by SWRCB Order No. WQ 2013-0058-EXEC to assess the impacts of SSOs to surface waters during Category 1 spills  $\geq 50,000$  gallons or more.

- Water Quality Monitoring Program Plan
- City Sampling Locations Overview Map Example (Appendix A)
- City Water Utilities Department Certification (Appendix B)

## Water Quality Monitoring Program Plan

To comply with subsection D.7 (v) of the Sanitary Sewer System Waste Discharge Requirements (WDR), the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater may have been spilled to surface waters. The City may perform water quality monitoring of surface waters on smaller spills on a case-by-cases basis.

The SSO Water Quality Monitoring Program required by the WDR, shall include, at minimum:

1. Protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia. The City laboratory performs Ammonia sampling.
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

Additionally, for Category 1 SSOs of 50,000 gallons or more, and SSO technical report is required and must be submitted within 45 calendar days from the SSO end date.

### Safety

All City staff shall be aware and follow all safety precautions in order to comply with this Water Quality Monitoring Program. Therefore, all staff needs to consider where monitoring will not be possible which may include: Heavy rain / storm events where access points may be compromised, flooding around low areas, or fast-moving waters. City staff should evaluate and keep safety first when encountering these scenarios and are encouraged to exercise proper judgment to limit health risk.

### Estimation of Spill Travel Time

Take visual ft/sec measurement from above, based on a floating debris, to estimate the number of feet the debris has traveled in seconds. (Note: If the first measurement is uncertain, this time estimate may be performed three to five times, and the values averaged to determine the estimate travel time. The velocity in the upper portion of the water body can then be calculated by dividing the measured distance by the average time.)

## **Water Quality Sampling**

In the event that that an SSO reaches surface waters or flowing drainage channel tributary to a larger body of water, City staff should take samples as soon as directed by the County of San Diego Department of Environmental Health (DEH) or City Compliance Officer, and within 48 hours for spills  $\geq 50,000$  gallons or more. City staff may proactively begin taking samples prior to direction from DEH.

The purpose of water quality sampling is to determine the nature and extent of the impact of the SSO.

The typical communication process is Collections will notify Compliance Officer of SSOs and Compliance Office will then determine sampling and testing needed and notify City of Oceanside Water Utilities Laboratory (Laboratory) staff. Water sampling typically includes the following unless directed otherwise by DEH or Regional State Water Quality Control Board:

- Ammonia. The City Laboratory performs Ammonia testing.
- Appropriate Bacterial indicator. The City Laboratory performs total fecal coliform and enterococcus.

When collecting water samples for examination, Duty supervisor or Compliance Officer should ensure that samples are collected as stipulated in Water Quality Sampling Procedure below. Lab sample procedures and the locations should be recorded on an area map depicting each location of sampling (see attachment for example). The samples should typically be collected as follows:

- First one at the discharge location
- Second one at 500 feet upstream from the discharge location
- Third one at 1000 feet downstream of the discharge location where appropriate (small water bodies may not require this)
- Receiving water as applicable per discussion with Compliance Officer.
- If there is a marine protected area (MPA) in the vicinity of the spill, samples should be collected to ensure assessment of any impacts.
- Continue to sample daily for at least one week. Samples should be taken after one month and three months.

Discharges to small water bodies may only require sampling at the discharge location. Receiving water samples may include more than one downstream location (e.g. lagoon and Pacific Ocean) depending on the flow.

In addition, DEH may impose additional testing requirements and locations of sampling depending on the test results and the receiving water conditions. Additional monitoring identified by DEH may include Bac-T which can be performed by the City Laboratory, phosphorous which is contracted out for testing, or other tests. Conduct a biological assessment if directed by California Regional Water Quality Control Board or other agencies.

After collecting the samples, City staff should deliver the samples to the Laboratory for testing. This sampling and testing should continue until the results from the lab indicates that they are back to

baseline levels. Collaboration with the DEH should continue until they determine that the sampling is no longer needed.

The City's Laboratory is ELAP certified (certificate # 1740) for these tests identified above.

## **Ocean Sampling**

Discuss with Compliance Officer whether Ocean sampling is needed. If needed, typically take three samples.

- One sample at the discharge location to the ocean.
- One sample north of discharge location approximately 1000 feet.
- One sample south of discharge location approximately 1000 feet.

## **Water Quality Sampling Equipment**

The following guideline describes the equipment and supplies to be stocked and readily available for any water quality sampling event:

- a. Sterile sample bottles (100/250 mls)
- b. Ice chest with ice/ blue ice
- c. Chain of custody forms
- d. Ball point pens and labeling tapes
- e. Sampling pole
- f. Syringes
- g. Gloves
- h. Other PPE (i.e. rubber boots, apron, mask, etc.)

Laboratory staff should ensure that there are adequate quantities of sample containers to accommodate locations.

## **Water Quality Sampling Procedure**

Call Laboratory Supervisor to notify them about the sampling event, how many samples are expected and the expected time of delivery.

1. Disposable un-powdered gloves are recommended for sample collection to protect you and to assure the integrity of the samples. Disposable gloves should be changed at each sampling location.
2. Determine the correct location for sample collection. Grab samples should be collected directly into the sterile sample bottles whenever possible, particularly for bacteria/coliform. Collect the sample directly into the container by submerging the container, top first, into the effluent. Make sure that sodium thiosulfate is not lost during sample collection. Sodium thiosulfate neutralizes chlorine residuals.
3. Label sample bottle with:
  - a. sampling site
  - b. date and time sampled

- c. sampler first and last name
4. Keep the samples packed on ice for delivery to the laboratory.
5. Deliver all samples to the laboratory within 4 hrs.
6. Fill out Chain of Custody (COC) with the same information to match the sample bottles. Complete the COC as thoroughly as possible with you and your supervisor's names and phone numbers. Laboratory staff will be able to assist you with determining the analysis section on the COC. The original top COC page always stays with the sample. Be sure to relinquish the COC with your signature, printed name, date, and time.

### **Water Quality Analysis-Protocols**

Typical monitoring parameters may include: Ammonia, total fecal coliform bacteria, Enterococcus bacteria, or other analyses as required.

Laboratory:

- All samples will be sent to the Laboratory. The laboratory methods will be performed according to the laboratory's Standard Operation Procedures (SOPs).

Maintenance and Calibration of Monitoring Instruments and Devices:

- In order to be accredited and maintain their certification, the City Laboratory follows stringent quality assurance and quality control protocols that includes regular monitoring, calibration and maintenance of their equipment. The frequency of monitoring and calibration varies based on equipment type and method requirements. Records of the calibration receipts are kept on file and readily available up on request.

### **Reporting Requirements**

The LRO is responsible for submitting water quality monitoring information with the certified Category 1 SSO report on CIWQS database within 15 calendar days of the SSO end date.

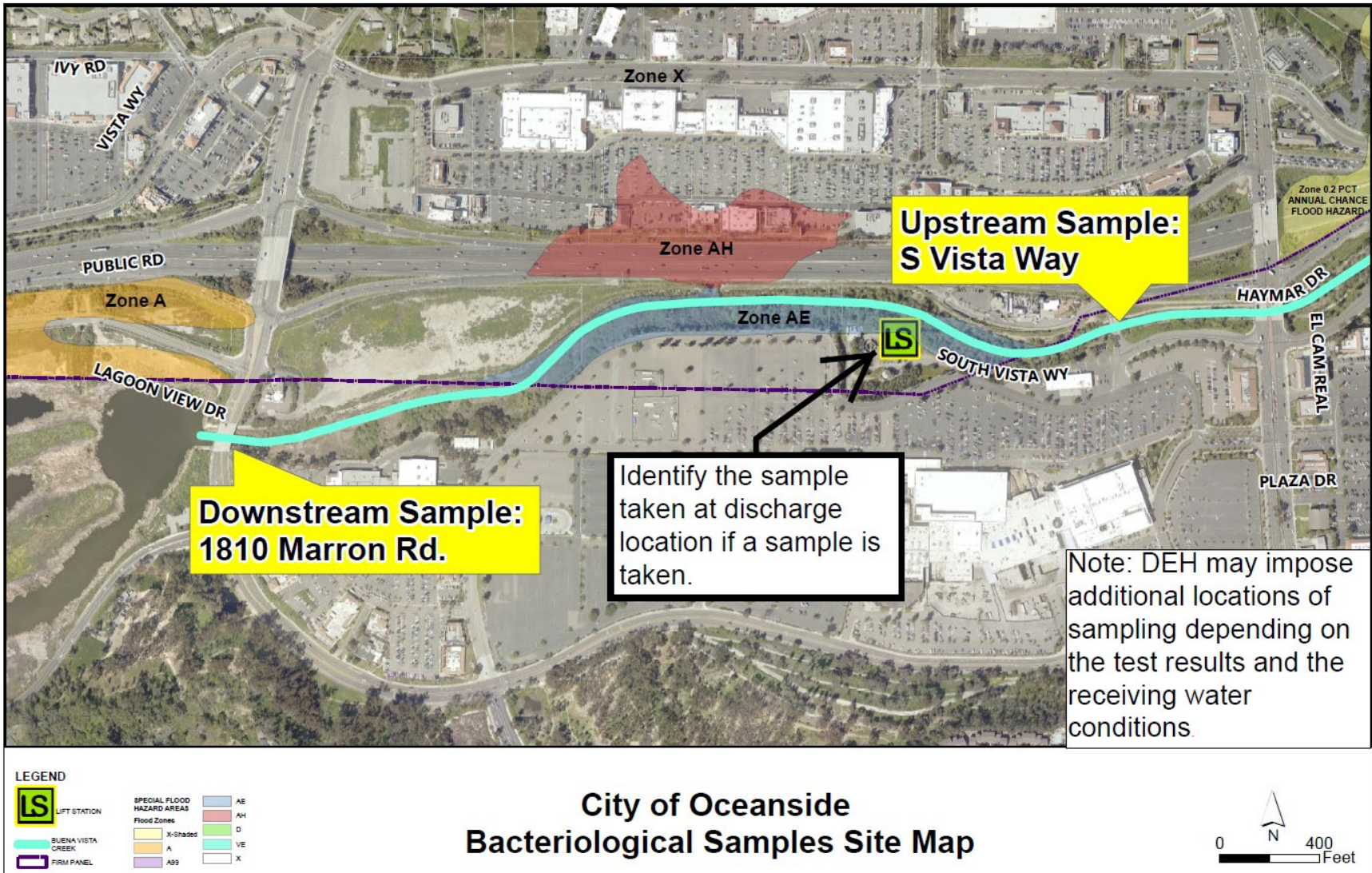
The LRO is also responsible for submitting information related to the Technical Report in CIWQS database, which must be completed within 45 calendar days of the SSO end date. The SSO Technical Report must include the following water quality monitoring information:

- Description of all water quality sampling activities;
- Analytical results and evaluation of the results; and
- Detailed location maps and photos depicting all water sampling points.

### **References**

City Laboratory SOPs

Attachment A. City Sampling Locations Overview Map Example



Attachment B. City EMTS Lab Certification

 <p>CALIFORNIA <b>Water Boards</b> <small>STATE WATER RESOURCES CONTROL BOARD REGIONAL WATER QUALITY CONTROL BOARDS</small></p>	<p>CALIFORNIA STATE</p>	
<p>ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM</p>		
<p><b>CERTIFICATE OF ENVIRONMENTAL ACCREDITATION</b></p>		
<p>Is hereby granted to</p>		
<p><b>City of Oceanside Water Utilities Department Laboratory</b></p>		
<p>3950 North River Road Oceanside, CA 92058</p>		
<p>Scope of the certificate is limited to the "Fields of Testing" which accompany this Certificate.</p>		
<p>Continued accredited status depends on successful completion of on-site inspection, proficiency testing studies, and payment of applicable fees.</p>		
<p>This Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code.</p>		
<p>Certificate No.: 1740</p>		
<p>Expiration Date: 4/30/2022</p>		
<p>Effective Date: 5/1/2020</p>		
<p>Sacramento, California subject to forfeiture or revocation</p>	 _____ Christine Sotelo, Chief Environmental Laboratory Accreditation Program	





# Appendix B. Sanitary Sewer Overflow Report Form



COLLECTIONS SECTION  
WATER UTILITIES DEPARTMENT  
CITY OF OCEANSIDE

**SANITARY SEWER OVERFLOW REPORT FORM (SSOR)**

1. THIS REPORT IS: PRELIMINARY  FINAL:  REVISED FINAL:
2. SANITARY SEWER OVERFLOW SEQUENTIAL TRACKING NUMBER: 2021 0 0 0  
(July 1, 2020 start with 001 and number sequentially until June 30, 2021)
3. REPORTED TO: \_\_\_\_\_ Proposition 65 Coordinator @ (858) 505-6640
4. DATE REPORTED: \_\_\_\_\_ (MONTH/DAY/YEAR) **After Hours, Weekend and Holidays:**  
TIME REPORTED: \_\_\_\_\_ County Communications @ (858) 565-5255  
*Request to have the Environmental Health Specialist paged.*
- 4a. REPORTED TO: \_\_\_\_\_ Cal EMA #800-852-7550 CONTROL # \_\_\_\_\_
- 4b. DATE REPORTED: \_\_\_\_\_ (MONTH/DATE/YEAR)  
TIME REPORTED: \_\_\_\_\_
- 4c. REPORTED TO: \_\_\_\_\_ RWQCB (619) 521-5899
- 4d. DATE REPORTED: \_\_\_\_\_ (MONTH/DATE/YEAR)  
TIME REPORTED: \_\_\_\_\_
5. REPORTED BY: \_\_\_\_\_ (PRINT NAME OF EMPLOYEE @ SCENE)
6. PHONE: (760) \_\_\_\_\_ OR CELL: (760) \_\_\_\_\_
7. REPORTING SEWER AGENCY: WATER UTILITIES DEPARTMENT, CITY OF OCEANSIDE
8. RESPONSIBLE SEWER AGENCY: \_\_\_\_\_
9. OVERFLOW START: \_\_\_\_\_ (MONTH/DAY/YEAR) @ \_\_\_\_\_ (TIME)
10. OVERFLOW END: \_\_\_\_\_ (MONTH/DAY/YEAR) @ \_\_\_\_\_ (TIME)
11. ESTIMATED OVERFLOW FLOW RATE: \_\_\_\_\_ (GALLONS PER MINUTE)
12. TOTAL OVERFLOW VOLUME: \_\_\_\_\_ (estimated GALLONS)
13. OVERFLOW VOLUME RECOVERED: \_\_\_\_\_ (estimated GALLONS)
14. OVERFLOW VOLUME RELEASED TO ENVIRONMENT: \_\_\_\_\_ (GALLONS)

**SANITARY SEWER OVERFLOW LOCATION AND DESCRIPTION:**

15. STREET: \_\_\_\_\_  
CITY: \_\_\_\_\_ ZIP CODE \_\_\_\_\_
16. SD

17. OVERFLOW STRUCTURE I.D.: \_\_\_\_\_

18. NUMBER OF OVERFLOWS WITHIN 1000 FT. OF THIS LOCATION IN PAST 12 MONTHS: \_\_\_\_\_

19. DATES OF OVERFLOWS WITHIN 1000 FT. OF THIS LOCATION IN PAST 12 MONTHS:  
\_\_\_\_\_

20. OVERFLOW CAUSE – SHORT DESCRIPTION:

- |        |                          |           |                          |               |                          |                      |                          |
|--------|--------------------------|-----------|--------------------------|---------------|--------------------------|----------------------|--------------------------|
| ROOTS  | <input type="checkbox"/> | GREASE    | <input type="checkbox"/> | LINE BREAK    | <input type="checkbox"/> | INFILTRATION         | <input type="checkbox"/> |
| ROCKS  | <input type="checkbox"/> | BLOCKAGE  | <input type="checkbox"/> | POWER FAILURE | <input type="checkbox"/> | PUMP STATION FAILURE | <input type="checkbox"/> |
| DEBRIS | <input type="checkbox"/> | VANDALISM | <input type="checkbox"/> | FLOOD DAMAGE  | <input type="checkbox"/> | MANHOLE FAILURE      | <input type="checkbox"/> |
| OTHER  | <input type="checkbox"/> | UNKNOWN   | <input type="checkbox"/> | CONSTRUCTION  | <input type="checkbox"/> | PRIVATE PROPERTY     | <input type="checkbox"/> |

21. DETAILED DESCRIPTION OF OVERFLOW CAUSE:

22. DESCRIPTION OF ALL PREVENTIVE AND CORRECTIVE MEASURES TAKEN OR PLANNED:

23. WAS THERE MEASURABLE PRECIPITATION DURING 72-HOUR PERIOD PRIOR TO OVERFLOW?  
YES  NO

**INITIAL AND SECONDARY RECEIVING WATERS:**

24. DID THE SANITARY SEWER OVERFLOW ENTER A STORM DRAIN? YES  NO

25. DID THE OVERFLOW REACH SURFACE WATERS OTHER THAN A STORM DRAIN? YES  NO

26. NAME OR DESCRIPTION OF INITIAL RECEIVING WATERS: \_\_\_\_\_

27. NAME OR DESCRIPTION OF SECONDARY RECEIVING WATERS: \_\_\_\_\_

28. IF THE SEWER OVERFLOW DIDN'T REACH SURFACE WATERS, DESCRIBE FINAL DESTINATION:

29. WAS PROPOSITION 65 COORDINATOR (DEH) NOTIFIED? YES  NO

30. WAS THE OFFICE OF EMERGENCY SERVICES (OES) NOTIFIED?  
YES  NO

**AFFECTED AREA POSTING:**

31. WERE SIGNS POSTED TO WARN OF CONTAMINATION? YES  NO  N/A

32. LOCATION OF POSTING (IF POSTED): \_\_\_\_\_

33. HOW MANY DAYS WERE THE WARNING SIGNS POSTED? \_\_\_\_\_

34. REMARKS:

Spilling M/H ID No. \_\_\_\_\_ SSO Event ID No. \_\_\_\_\_  
Upstream M/H ID No. \_\_\_\_\_ Certification No. \_\_\_\_\_  
Downstream M/H ID No. \_\_\_\_\_ GPS Coordinates \_\_\_\_\_

CERTIFICATION

I swear under penalty of perjury that the information submitted in this document is true and correct. I certify under penalty of perjury that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# Appendix C. Manhole Overflow Gauge





# SSCSC MANHOLE OVERFLOW GAUGE

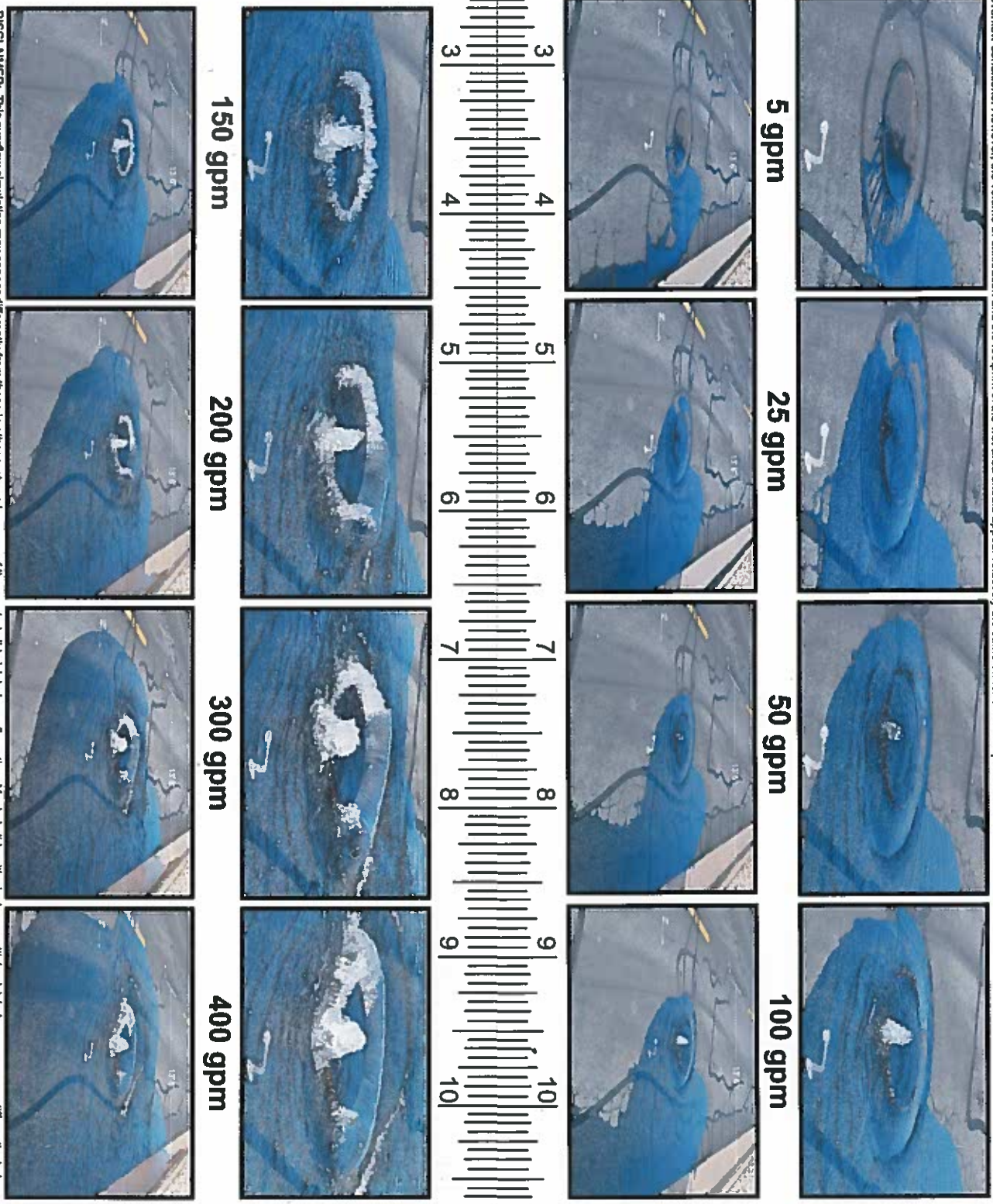
Overflow Simulation  
 Courtesy of  
 Eastern Municipal Water District



## PROVIDING QUALITY TRAINING FOR COLLECTION SYSTEM PERSONNEL SINCE 1991

Mission Statement: To continuously increase the level of professionalism of Collection Systems personnel involved in the operation, maintenance, design and construction of Wastewater Collection Systems, by providing education and training, taking an active role in promoting certification, and recognizing proficiency in our field.  
 SSCSC.ORG

DISCLAIMER: This overflow simulation may appear differently from those in other systems because of the manhole lid pick hole configuration. Manhole lids with single or multiple pick holes may appear differently during overflow conditions. However, the volume of exfiltration and the footprint of the wet area should appear relatively the same under similar slope conditions.



DISCLAIMER: This overflow simulation may appear differently from those in other systems because of the manhole lid pick hole configuration. Manhole lids with single or multiple pick holes may appear differently during similar overflow conditions. However, the volume of exfiltration and the footprint of the wet area should appear relatively the same under similar slope conditions.

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# Attachment G1. Informational Poster with FOG Best Management Practices



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# NO GREASE DOWN THE DRAIN!

## KEEP DRAINS FLOWING

WIPE FOOD AND GREASE OUT OF POTS BEFORE WASHING AND DISCARD WASTE INTO THE TRASH



COLLECT AND RECYCLE USED COOKING OIL

HAVE GREASE INTERCEPTORS AND TRAPS CLEANED ON A ROUTINE SCHEDULE



USE ABSORBENTS TO CLEAN UP GREASY SPILLS BEFORE MOPPING



**WHEN KITCHEN DRAINS ARE FLOWING, BUSINESS KEEPS FLOWING TOO.**

# ¿NO TIRE GRASA AL DESAGÜE!

## MANTENGA LIBRE EL FLUJO A LA TUBERÍA DEL DESAGÜE

QUITE LOS RESTOS DE COMIDA Y GRASA Y TÍRELAS A LA BASURA ANTES DE LAVAR LAS OLLAS



JUNTEY RECICLE EL ACEITE DE COCINA

LIMPIE LAS COLADERAS E INTERCEPTORES DE GRASA CON REGULARIDAD



USE MATERIALES ABSORBENTES PARA RECOGER LA GRASA QUE SE HAYA CAIDO ANTES DE TRAPEAR EL PISO



**SU EMPRESA SE MANTIENE A FLOTE CUANDO EL AGUA FLUYE EN EL DESAGÜE DE LA COCINA.**



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# Attachment G2. FOG Binder

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# CITY OF OCEANSIDE

WATER UTILITIES DEPARTMENT

March 8, 2021

**Subject: Requirements of the City of Oceanside Ordinance No. 07-0R0021-1  
Regulation of Commercial Kitchen Grease Disposal**

Dear Food Service Establishment Owner:

On January 17, 2007, the City of Oceanside approved Ordinance No. 07-0R0021-1, which states that new FSE's (food service establishments), remodeling FSE's and FSE's with a transfer of ownership or successor owner shall, prior to commencing business or operations within the City, install a grease control device sized and designed in accordance with the requirements of the Uniform Plumbing Code. Grease control device installation and related construction shall be subject to the inspection by the City, or authorized agents of the City, prior to operation.

As indicated in Sections 29.115 - 29.128, Ordinance No. 07-0R0021-1 (available on the City of Oceanside's web site <http://www.ci.oceanside.ca.us/>. and a copy is also provided) requires applicable food establishments to install a properly sized grease control device upon (1) commencing food services, (2) or transfer of ownership or (3) when remodeling the FSE. Plans must be submitted to the City if any of the three conditions listed above occurs.

The Permit Terms and Conditions are included in the binder so that you are fully informed about the requirements of the ordinance. This information must also be disclosed to prospective owners should you decide to sell your FSE.

State Law (AB) 1333 makes the improper disposal of brown grease from grease traps or interceptors an offense. In addition, the bill prohibits reinserting any of the grease removed from a trap or interceptor back into the trap or interceptor (decanting). The bill also requires grease haulers to completely remove all grease, greasy liquids, water and solids from a trap or interceptor each time it is pumped.

If you have any questions or need further assistance, please contact me at (760) 435-5912 or by email: [lrigby@oceansideca.org](mailto:lrigby@oceansideca.org).

Sincerely,

Lori Rigby  
Compliance Officer



# CITY OF OCEANSIDE

## WATER UTILITIES DEPARTMENT

March 8, 2021

**Subject: HIGHLIGHTS OF THIS FATS, OILS AND GREASE (FOG) BINDER**

Dear Food Service Establishment Manager/Owner:

The following items have been discussed with you. These are the important highlights of the contents of the FOG binder that have been explained to you:

- Ordinance No. 07-OR0021, provides the authority and guidance for the FOG program, as contained in this binder;
- How a grease control device works and the consequences of noncompliance;
- Kitchen Best Management Practices (BMPs);
- The requirement to prominently place the FOG poster in a food preparation area;
- Benefits of controlling FOG;
- Grease/Oil receptacle standards;
- Permit terms and conditions;
- Proper documentation of annual employee FOG training using either a training DVD provided in the past and/or by going to this website and click in the video link: Note that the first half of the video is in English and the second half is in Spanish.
- Proper documentation of grease control device maintenance and frequency of required cleaning or servicing at least every three (3) months;
- Proper documentation of exhaust hood maintenance and frequency of cleaning or servicing at least twice a year; and
- Proper documentation of jetting or other cleaning methods of your private lateral, which is recommended at least once a year to prevent costly FOG system overflows.

For comments or questions please contact me as shown below:

Lori Rigby  
Compliance Officer  
[lrigby@oceansideca.org](mailto:lrigby@oceansideca.org)  
(760) 435-5912

**City of Oceanside  
Water Utilities Department  
Pollution Prevention and Pretreatment Program**

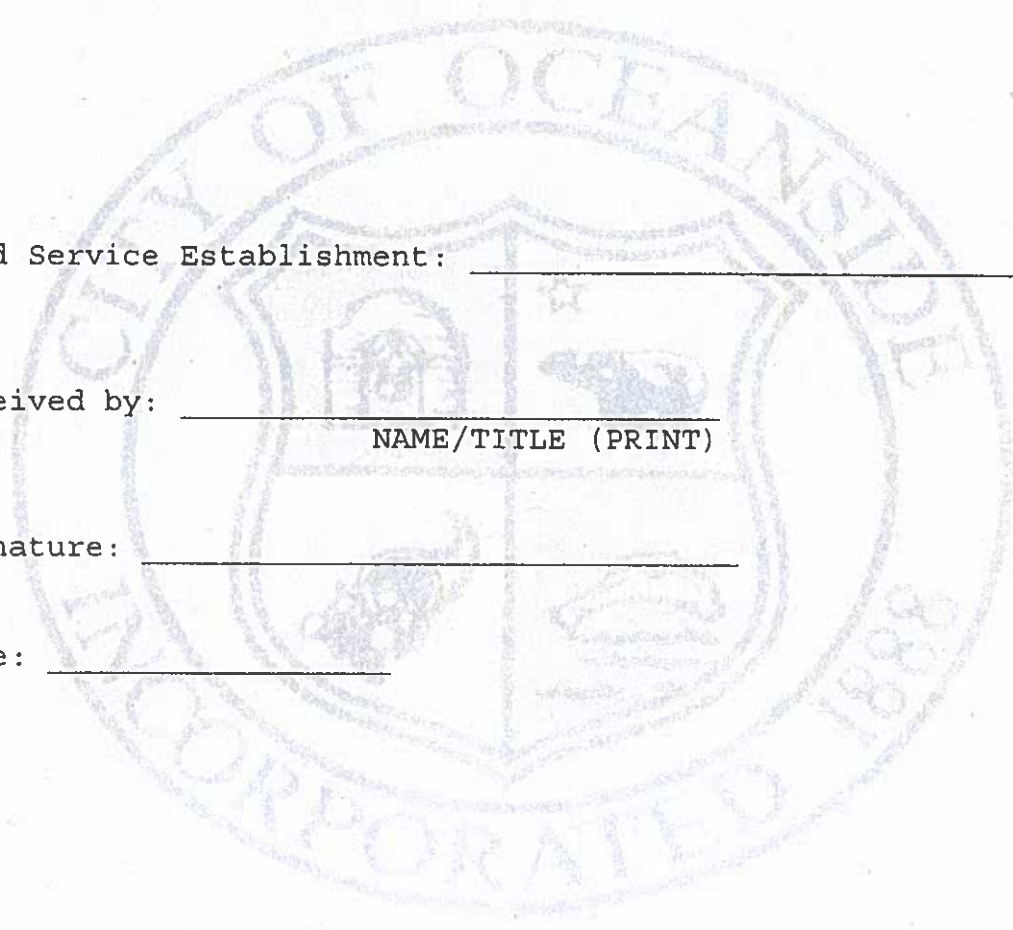
**RECEIPT OF FOG BINDER, DVD, POSTER AND FOG PERMIT  
FROM INDUSTRIAL WASTE INSPECTOR**

Food Service Establishment: \_\_\_\_\_

Received by: \_\_\_\_\_  
NAME/TITLE (PRINT)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**City of Oceanside  
Water Utilities Department  
Pollution Prevention and Pretreatment Program**

March 8, 2021

**Subject: HIGHLIGHTS OF FATS, OILS AND GREASE (FOG) PROGRAM  
(City of Oceanside Ordinance No. 07-0R0021-1 Regulation of  
Commercial Kitchen Grease Disposal)**

Dear Food Service Establishment Owner/Manager:

The following are FOG related documentation requirements by the City, which must be available to a City inspector during normal business hours:

- \* Proper Documentation of Grease Control Device Maintenance and Frequency of Cleaning (every three (3) months)
- \* Proper Documentation of Employee Training Requirements (at least once a year)
- \* Proper Documentation of Exhaust Hood Maintenance and Frequency of Cleaning (at least twice a year)
- \* Documentation of Optional Jetting of Private Sewer Lateral (at least annually)

As allowed by the City Ordinance, monetary fines may be levied for failure to retain and provide the required documents for inspection. If you have any questions or need further assistance, please contact me at (760) 435-5912 or by email: [lrigby@oceansieca.org](mailto:lrigby@oceansieca.org).

Sincerely,

Lori Rigby  
Compliance Officer



# CITY OF OCEANSIDE

## WATER UTILITIES DEPARTMENT

March 8, 2021

### **AN EXCERPT OF ORDINANCE NO. 07 -OR0021-1 OF THE CITY OF OCEANSIDE AMENDING CHAPTER 29 OF THE OCEANSIDE CITY CODE BY ADDING ARTICLE IX, REGULATION OF COMMERCIAL KITCHEN GREASE DISPOSAL**

*The ordinance establishes regulations for the disposal of grease and other insoluble waste discharges from commercial kitchens within the City to provide for the protection and maximum public use of the City's sewer system.*

#### **Section 29.117. Commercial Kitchen Grease Disposal Permit Required**

Commercial Kitchens shall not discharge Wastewater into a public sewer without first obtaining a Commercial Kitchen Grease Disposal Permit.

#### **Section 29.118. Permit Application**

Persons seeking a Commercial Kitchen Grease Disposal Permit shall complete and file with the City of Oceanside Water Utilities Department an application on the form provided by the City. The applicant will be required to submit, in units and terms appropriate for evaluation, the following information:

- A. Name and address of applicant.
- B. Volume of Wastewater to be discharged.
- C. Time of daily food preparation operations.
- D. Description of food preparation, type, number of meals served, cleanup procedures, dining room capacity, number of employees and size of kitchen.
- E. Any other information required by the Director to evaluate the permit application.

The Director will evaluate the data submitted by the applicant and may require additional information. After evaluation, an on-site inspection of the Commercial Kitchen's Grease disposal system may be required prior to issuance of the permit.

#### **Section 29.119. Permit Fee**

Permits shall be issued at a fee to be determined in two years after this ordinance becomes effective.

#### **Section 29.120. Issuance and Modification of Permits**

A new permit will be required if the business changes ownership. The terms and conditions of the permit may be modified by the City during the life of the permit as set forth in Section 29.45 ("Regulations of discharge") for cause. The permittee shall be informed of any proposed changes to the permit at least thirty (30) days prior to the effective date of any change. Changes or new conditions in the permit shall include a reasonable time schedule for compliance.

#### **Section 29.121. Transfer of Permit**

Commercial Kitchen Grease Disposal Permits shall be issued only for specific use for a specific operation. A new permit shall be required for any sale, lease, transfer or assignment of the premises or business or any Change in Operations.



**City of Oceanside  
Water Utilities Department  
Pollution Prevention and Pretreatment Program**

March 8, 2021

**Subject: Fats/Oil/Grease Receptacle Standards**

The purpose of this document is to create a standard City policy regarding waste fats/oil/grease (FOG) receptacle requirements.

**Waste FOG Barrels Must:**

1. have secondary containment of equal or greater capacity
2. have a lockable lid system to reduce contaminants and/or unpermitted removal of FOG
3. have a proper covering system or device to prevent rainwater and other contaminants from being introduced onto and into the FOG barrel and the secondary containment

**Waste FOG Receptacles Must:**

1. be built of a heavy, puncture resistant steel
2. have a lockable lid system to reduce contaminants and/or unpermitted removal of waste FOG
3. have a proper covering system or device to prevent rainwater and other contaminants from being introduced onto and into the FOG container



# CITY OF OCEANSIDE

WATER UTILITIES DEPARTMENT  
POLLUTION PREVENTION AND PRETREATMENT PROGRAM

March 8, 2021

## Used Grease/Oil Barrel/Oil Receptacle Requirements:

1. Must be built of a heavy puncture resistant steel.
2. Must have a lockable lid system to ensure contents integrity and proper disposal.
3. The unit must be covered to prevent rainwater from entering the grease container device or accumulating in the secondary containment.

## Grease Management:

- Proper disposal of grease prevents sewer clogging and overflows, while also protecting human health by keeping raw sewage off our streets and out of our waterways!
- **Never** pour oil, grease, or oily liquids down a sink, storm drain, or into a dumpster!
- Keep outside grease containers closed at all times, preferably locked, and ensure that all spills or leaks are promptly cleaned using only some type of absorbent material such as rags.
- **Always** locate grease containers away from storm drains to prevent rain water contact and runoff around the grease container and into the storm drain.
- Minimize the amount of grease sent to the grease trap or interceptor.
- Scrape plates thoroughly before washing and make sure the drains have a screen to trap solids.
- Inspect grease traps and interceptors regularly and have them pumped every three (3) months.
- **Never** use solvents or emulsifiers as grease control devices additives. They cause the grease to separate and create blockages in downstream sewer lines.



**Examples of Used Grease/Oil Barrel/Oil Receptacles**

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# Attachment G3. FOG Pamphlet

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# Don't Forget the Grease!



Help Oceanside keep the **GREASE OUT** and the **WATER IN!**

Three simple steps can protect your home and our environment

## Fats, Oils and Grease...

### What's the problem?

Too often, grease is washed into the plumbing system, usually through the kitchen sink. Grease sticks to the insides of sewer pipes (both on your property and in the streets). Over time, the grease can build up and block the entire pipe.

Cooking grease in the form of lard, shortening, cooking oils can all build up on the inside of sewer pipes causing line blockages, or worse, Sewer System Overflows (SSO's) (the discharge of untreated wastewater into the environment). The EPA has determined that SSO's are the number one cause of pollution in our national waterways.

Commercial additives, including detergents, that claim to dissolve grease only pass grease down the line and cause problems in other



areas. The results can be sewage overflowing in your home or your neighbor's causing expensive

and unpleasant cleanups. This increases the potential risk to public health and the operation and maintenance costs for Oceanside.

**Sewer blockage is the problem!**

## What can you do?

The easiest way to solve the grease problem and help prevent overflows of raw sewage is to keep this material out of the sewer system in the first place.



**Never pour grease down sink drains or toilets.**

### Instead...

- 1) Pour or scrape grease from pots and pans into a can.



- 2) Cover and refrigerate.

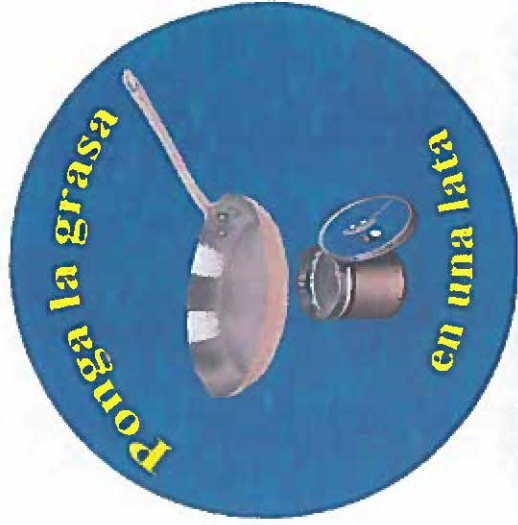


- 3) When chilled, remove grease can and throw away in trash.



City of Oceanside

# ¡No se olvide de la grasa!



Ayúdenos a dejar la **GRASA FUERA** y el **AGUA DENTRO**

Tres pasos simples pueden proteger su hogar y nuestro medio ambiente

## Grasas y aceites...

### ¿cual es el problema?

Muy a menudo las grasas se echan por las cañerías, generalmente por el fregadero de la cocina. La grasa se pega a las paredes de las cañerías (en las de su casa y en las de la calle) y con el tiempo puede acumularse y atascar la cañería completamente.

Las grasas que se usan para cocinar, tales como la manteca (grasa de cerdo), aceite vegetal y otros aceites de cocinar, pueden acumularse dentro de las tuberías del desagüe ocasionando obstrucciones o algo peor, desbordamientos del alcantarillado (SSO, siglas en inglés) (el vertido de aguas residuales en el medio ambiente sin haber pasado por tratamiento primero). La EPA ha determinado que los SSO son la causa número uno de la contaminación en nuestros ríos y arroyos nacionales.

Los aditivos comerciales, incluidos los detergentes que dicen disolver la grasa, solamente la ayudan a pasar por la tubería causando problemas en



otras áreas pudiendo resultar en el desbordamiento de aguas residuales en su casa o en la de su vecino, limpiezas

caras y desagradables, posibles riesgos a la salud pública y un aumento en los costes de operación y mantenimiento para *Oceanside* que traer por consiguiente cuentas más altas a los clientes.

## ¡La obstrucción de las alcantarillas es el problema!

## ¿Qué puede hacer usted?

La manera más fácil de solucionar el problema de la grasa y ayudar a evitar los desbordamientos de las aguas negras, es impedir que este material entre en el alcantarillado en primer lugar.



### Nunca

vierta la grasa por las tuberías.



### En Cambio...

- 1) Vacíe o raspe la grasa de las ollas y sartenes en una lata.



- 2) Cúbrela y refrigérela.



- 3) Cuando se haya enfriado, eche la lata a la basura.

City of Oceanside



# Attachment G4. FOG Inspection Form

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# City of Oceanside Storm Water Inspection Form

Date/Time:

**Inspection/Work Order #**

Program: Pollution Prevention and Pretreatment Program

Facility Name:

Address

Reason: FOG Inspection

Contact Name:

Contact Phone #:

**Remarks**

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<u>Item</u>	<u>Result</u>	<u>Comments</u>
	(Compliant/Non-Complaint/NA)	

***BMP INSPECTION***

Operating under valid Waste Discharge permit (Permit must be valid/onsite at all times)	_____	
Grease Collection Maintenance Log current and accessible	_____	
Exhaust Hood Maintenance Log current and accessible	_____	
Employee Training Log current and accessible	_____	
Drain Screens Installed/Maintained	_____	
Food Waste Practices (Food Waste to be placed in plastic bags or trash, not in sink(s))	_____	
Dry Wiping Practices (Pots, Pans, Plates to be Dry Wiped of food debris before washing)	_____	
Emergency Spill Response Materials (Grease Absorbent Materials present/accessible in event of spill)	_____	
BMP Poster(s) in approved areas (Visible in all food preparation and dishwashing areas)	_____	

***INTERCEPTOR INSPECTION***

Interceptor accessible for inspection	_____	
Interceptor capacity meets acceptable standards	_____	
No excessive oil and grease in the sample box	_____	
Discharge (effluent) line unrestricted	_____	
Baffle tubes meet acceptable standards (Tubes are not plugged, submerged, damaged or missing)	_____	

***CORRECTIVE ACTIONS AND ADDITIONAL COMMENTS***

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Contact Signature:

Date:

Inspector Signature:

Date:

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*Attachment H. Reserved for System Evaluation  
and Capacity Assurance Plan Attachments*

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*Attachment I. Reserved for Monitoring,  
Measurement, and Program Modifications  
Attachments*

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# *Attachment J. Reserved for SSMP Program Audit and Updates Attachments*

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# *Attachment K. Reserved for Communication Plan Attachments*

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