# **ATTACHMENT 1**

Sewer Authority Mid-Coastside Joint-Powers Agreement (JPA)



# AN AGREEMENT CREATING THE SEWER AUTHORITY MID-COASTSIDE $^*$

<sup>\*</sup> as of July 1, 2006 (includes revisions resulting from amendments 1 through 6 to the original agreement)

# AN AGREEMENT CREATING THE SEWER AUTHORITY MID-COASTSIDE

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# AN AGREEMENT CREATING THE SEWER AUTHORITY MID-COASTSIDE $^*$

THIS AGREEMENT, dated February 3, 1976, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", and the Montara Sanitary District, hereinafter referred to as "Montara", and the Granada Sanitary District, hereinafter referred to as "Granada";

### $\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$ :

WHEREAS, the parties hereto have in common the power to plan for, acquire, construct, reconstruct, alter, enlarge, replace, repair, maintain, manage, operate and control facilities for the collection, transmission, treatment and disposal of wastewater for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, it would be in the best interest of each of the parties hereto, each of which is located within the Half Moon Bay Basin, and the lands and inhabitants within the boundaries of said parties, for a single representative organization to be established, composed of elected officials from said parties, which would be capable of developing a joint waste collection, transmission, treatment disposal and management plan herein "wastewater plan") for the Half Moon Bay Basin, and capable of acquiring, constructing, maintaining, managing, operating and controlling facilities for the joint collection, transmission, treatment and disposal of wastewater within said basin; and

WHEREAS, it has been determined that an area wide wastewater plan for said basin and the providing of facilities for joint collection, transmission, treatment and disposal of wastewater within said basin may best be undertaken and achieved by cooperative action of the parties hereto and in the manner provided for in this agreement; and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California authorizes the joint exercise by agreement of two or more public agencies of any power common to them;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree as follows:

### I. DEFINITIONS

Unless the context otherwise requires, for the purposes of this agreement, the following words shall have the following meanings:

- (a) "The Authority" or "SAM" means the Authority formed pursuant to this agreement.
  - (b) "Agreement" means this Joint Exercise of Powers Agreement.

as of July 1, 2006 (includes revisions resulting from amendments 1 through 6 to the original agreement)

- (c) "Board" or "Board of Directors" means the governing body of the Authority.
- (d) "Construction" includes acquisition, reconstruction, alteration, enlargement, replacement or reparation as well as construction.
  - (e) "Disposal" includes reclamation as well as discharge to a receiving body of water.
- (f) "Facility" or "Facilities" means any buildings, works, improvements or property acquired, constructed, maintained, managed, operated or controlled by SAM.
  - (g) "Fiscal Year" means July 1st to and including the following June 30th.
- (h) "General Budget" means the approved budget applicable to the expenses of administration of the Authority and operation and maintenance of the facilities.
- (i) "Half Moon Bay Basin" means hydrographic sub-unit #9 as defined in the ABAG report entitled "Population, Employment and Land Use Projections, San Francisco Bay Region, 1970–2000"; generally the lands between Tunitas Creek and Devil's Slide bounded on the eastern side by the ridgeline defining the coastal watersheds.
- (j) "Member Agency" or "Party" means either Half Moon Bay, Granada or Montara. "Member Agencies" or "Parties" means Half Moon Bay, Granada and Montara.
- (k) "Participating Member Agency" means a member agency that has or will acquire rights and assume obligations in connection with a particular project of the Authority.
  - (1) "Project" may include a study, a plan, or a facility.
- (m) "Project Budget" means the approved budget applicable to a particular study, plan or facility.

### II. PURPOSE AND POWERS

- (A) <u>Authority Created</u>. There is hereby created a public entity to be known as the "SEWER AUTHORITY MID-COASTSIDE". The Authority is formed by this Agreement pursuant to the provisions of Title 1, Division 7, Chapter 5 of the Government Code of the State of California. The Authority shall be a public entity separate from the parties hereto.
- (B) <u>Purpose of the Agreement</u>. The parties hereto have in common the power to plan for, acquire, construct, reconstruct, alter, enlarge, replace, repair, maintain, manage, operate and control facilities for the collection, transmission, treatment and disposal of wastewater for the benefit of the lands and inhabitants within their respective boundaries. The purpose of the Agreement is to jointly exercise the forgoing common power in the manner set forth herein.
- (C) <u>Powers of the Authority</u>. The Authority shall have the power, in its own name, to do any or all of the following:
  - (1) to make and enter into contracts;

- (2) to contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons as it deems necessary;
  - (3) to make plans and conduct studies;
- (4) to acquire, construct, reconstruct, alter, enlarge, replace, repair, maintain, manage, operate and control any buildings, works or improvements;
  - (5) to acquire, hold and dispose of property;
- (6) to incur debts, liabilities or obligations subject to limitations herein set forth;
  - (7) to sue and be sued in its own name;
- (8) to apply for and accept grants, advances and contributions under any federal, state, or local programs for assistance in developing any of its projects;
- (9) to establish rates, tolls, fees, rentals, or other charges in connection with the facilities and services provided by the Authority;
- (10) to plan for, construct, operate, or maintain member agencies' sole-use facilities when specifically requested by that member agency, or when necessary to meet joint discharge requirements, subject to the provisions of Article VIII, Section D and E hereof.
- (11) the Authority shall have the additional power and authority to issue revenue bonds in accordance with the following laws:
  - (a) Article 2, Chapter 5, Title 1, Division 7 of the California Government Code, commencing with Section 6540.
  - (b) Chapter 6, Title 5, Division 2 of the California Government Code, commencing with Section 54300.
  - (c) Chapter 5, Part 3, Division 5 of the California Health and Safety Code, commencing with Section 4950.
- (12) to adopt regulations establishing uniform wastewater treatment standards and regulations throughout the jurisdictions of the member agencies in order to enable the Authority to comply with its NPDES permit and the federal and state regulations applicable to facilities constructed under the Clean Water Grant Program; when authorized by a member agency, implement, and enforce through civil or criminal means, such standards and regulations on behalf of said authorizing member agency; and, on its own behalf, implement, and enforce through civil or criminal means, such standards and regulations.

The above powers are subject to the restrictions, upon the manner of exercising said powers, set forth in the Sanitary District Act of 1923, as amended, being Sections 6400 *et seq.* of the California Health and Safety Code.

- (D) <u>Boundaries</u>. The boundary of the Authority shall be the consolidated boundaries of the member agencies. In conjunction with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system Plan F), being the project authorized to be undertaken by this Authority, the service area boundaries are defined as the current corporate City limits of the City and all lands within the Districts not zoned RM Resource Management). Said boundaries shall be set forth and depicted on Exhibit "A" as amended or supplemented from time to time, attached hereto and by this reference made a part hereof. In the event of withdrawal from this Agreement by a member agency, the boundaries shall be revised to exclude the area under sole jurisdiction of said withdrawing member agency.
- (E) Overlapping Service Areas. The member agencies recognize that certain lands are within the boundaries of the City of Half Moon Bay as well as, at the same time, within the boundaries of the Granada Sanitary District, and vice versa. To the extent that future sewer service is provided to all or any portion of said lands by any member agency electing and empowered to do so, that member agency shall provide said service from its own facilities or from its own share of capacity of any jointly owned facilities, without in any way demanding that said provision of service shall diminish the share of capacity owned by any other member agency.

### III. ORGANIZATION

- (A) <u>Membership</u>. The members of the Authority shall be each public entity which has executed this Agreement, or any addenda, amendment or supplement thereto, and which has not, pursuant to the provisions hereof, withdrawn therefrom. A list of the members shall be available to each member.
- (B) Designation of Directors. Within fifteen 15) days after execution of this Agreement, the member agencies shall designate and appoint, by resolution of their respective governing bodies, representatives to act as their directors on the Board. Each member agency shall appoint two representatives to SAM, and these six representatives shall constitute the Authority's full Board of Directors. Each member agency shall also appoint one alternate director whose name shall be on file with the Board and who may assume all rights and duties of an absent director representing the appointing member agency. Each director and alternate shall hold office from the first meeting of the Board after his appointment by the governing body which he represents until his successor is selected. Directors and alternates shall serve at the pleasure of the governing body of the appointing member agency and may be removed at any time, with or without cause at the sole discretion of said member agency's governing body. A director or alternate must be a member of the governing body of the appointing member agency. A director may be reimbursed by the Authority for expenses incurred by such director in the conduct of the business of the Authority, and may be compensated not to exceed fifty dollars \$50.) per day for each day's attendance at meetings of the Board, or for each day's

service rendered as a director by request of the Board, not to exceed a total of four 4) days in any calendar month.

- (C) <u>Principal Office</u>. The principal office of the Authority shall initially be the Half Moon Bay City Hall. The Board is hereby granted full power and authority to change said principal office from one location to another within its boundary. Any change shall be noted by the Secretary under this Section but shall not be considered an amendment to this Agreement.
- (D) <u>Meetings</u>. The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Part 1, Division 2, Title 5 of the Government Code of the State of California Section 54950 *et seq.*).
- (E) <u>Quorum</u>. That number of Board members representing a simple majority of the votes on the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- (F) <u>Powers of the Board and Limitations Thereon</u>. All of the powers and authority of SAM shall be exercised by the Board subject to the following conditions and limitations:
  - (1) each director from Half Moon Bay shall be entitled to two votes; each director from Montara and Granada shall be entitled to one vote;
  - (2) unless otherwise provided by law or elsewhere herein, a quorum of directors may, by five 5) affirmative votes, adopt any motion and take any other action they deem appropriate to carry forward the objectives of the Authority. Passage of any resolution shall require six 6) affirmative votes;
  - (3) final approval of any general budget or project budget shall require the consent of every member agency or participating member agency as provided in Section G) hereof, and Article V, Sections A), B), and C), thereof;
  - (4) no project shall be commenced without consent of every participating member agency.
- (G) <u>Consent of Members</u>. In any matter prescribed herein to require the consent of member agencies, said consent shall be evidenced by a certified copy of the resolution of the governing body of such member agency filed with the Authority.
- (H) Officers. The Authority shall have three officers: Chairman, Vice Chairman and Secretary. The directors of the Board shall select from the Board these three officers who shall hold office for a period of one year, commencing January 1 of each year; provided, however, that the current officers appointed shall hold office until December 31, 2003, and provided further that, in the event that a member agency removes from the Board a director serving as an officer, the Board shall appoint another director to fill the vacant office for the remainder of that fiscal year.

- (1) The Chairman shall preside at the meetings of the Board. The Chairman's duties shall be to call meetings to order, adjourn meetings, announce the business before the Board in the order in which it is to be acted upon, recognize directors and non-directors entitled to the floor, put to vote all questions moved and seconded, announce results of votes, maintain the rules of order, execute documents on behalf of the Board when duly approved for action, and carry out other duties set forth in the bylaws. The Chairman shall be entitled to exercise his full voting rights on all questions before the Board and need not relinquish the chair to discuss a question before the Board.
- (2) A Vice Chairman shall be selected and hold office in the same manner as the Chairman and in the absence of the Chairman shall preside and hold the same powers as if he were the Chairman.
  - (3) A Secretary shall also be selected from the Board by its directors.
- (I) <u>Staff.</u> General staff functions to serve the administrative needs of the Authority shall initially be provided by employees of the member agencies, and credited towards said respective member agencies' financial contributions or obligations as provided in Article V, Section D) below. The staff positions shall be as follows:
  - (1) <u>Manager</u>. The authority shall employ or contract for the services of a manager who may or may not be a staff member of one of the member agencies. The manager shall answer to the Board and be responsible for all administrative needs of the Authority. The manager shall also be responsible for the general execution of all Authority policies as set by the Board.
  - (2) <u>Treasurer</u>. The Authority shall appoint one of its officers to be the depositary and have custody of all the money the Authority from whatever source.

The treasurer so designated shall:

- (a) Receive and receipt for all money of the Authority and place it in the treasury of the treasurer to the credit of the Authority.
- (b) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him.
- (c) Pay, when due, out of money of the Authority so held by him, all sums payable on outstanding bonds and coupons of the Authority.
- (d) Pay any other sums due from the Authority from Authority money, or any portion thereof, only upon checks drawn against the Authority, duly authorized by the Board and executed by two directors or by one director and the manager.
- (e) Verify and report in writing on the first day of July, October, January and April of each year, to the Authority, and to each of the member

agencies, the amount of money he holds for the Authority, the amount of receipts since his last report, and the amount paid out since his last report.

- (f) Perform other services as directed by the Board.
- (3) Others. The Board may employ or contract for the services of individuals or other staff positions as necessary to assist in the administration and execution of the functions of the Authority.
- (J) <u>Charges for Services</u>. Charges for the services of the manager, the treasurer, and other administrative or operating personnel supplied by any member agency shall be jointly agreed upon with the member agency or member agencies furnishing the services in advance of receipt of said services.
- (K) Officers, Employees and Agents. Any officer, employee or agent of the Authority may also be an officer, employee, or agent of any member agency. The appointment or employment by the Board of such a person shall constitute a determination that the two positions are compatible. Notwithstanding the above, the Manager and the Treasurer, shall not be employees of the same member agency without the unanimous consent of the complete Board of Directors.

All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activities of officers, agents, or employees of a member agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this agreement.

None of the officers, agents, or employees directly employed by the Authority shall be deemed by reason of their employment by the Authority, to be employed by any member agency or to be subject to any of the requirements of any member agency.

- (L) Accounting and Audits. There shall be a strict accountability of all Authority funds and report of all receipts and disbursements in compliance with Article I, Chapter 5, Division 7, Title I of the Government Code Section 6500 et seq.). The Board, acting as controller, shall contract with a certified public accountant or public accountants to make an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. The records and accounts of the Authority shall be audited annually, and a report thereof shall be filed as a public record with the Authority and with each of its member agencies and the San Mateo County Auditor, not later than six 6) months following the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of, a certified public accountant or public accountants shall be borne by the Authority and shall be charged against its general fund.
- (M) Access to Property. The manager and treasurer are hereby designated as the persons who have charge of, handle, and have access to the property of the Authority. Each such

person shall file with the Authority an official bond in an amount to be fixed by the Board. Cost of said bond shall be paid by the Authority.

- (N) <u>Minutes</u>. The secretary of the Authority shall cause to be kept minutes of regular, adjourned regular and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each director and to each of the member agencies hereto within a reasonable time which shall be fixed by the Board.
- (O) Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required. Parliamentary rules and procedures shall be those prescribed in Roberts Rules of Order. Any documents required to be executed by the Authority shall be signed by the Chairman and countersigned by the Secretary, except that the board may, by resolution, authorize other officers or employees to sign on behalf of the Authority.

# IV. PLANNING AND PRESENT PROJECT

(A) Planning Policy. In keeping with the purpose of this Agreement, the member agencies hereby authorize and direct the Board to undertake such studies and planning relative to the combined service areas of the member agencies as may be necessary, to provide for the joint collection, transmission, treatment, and disposal of sewage of each of the member agencies, The specific objective of such studies shall be to develop regional solutions to the wastewater treatment and management problems which will be in accordance with all applicable federal, state and regional water quality control requirements, consistent with demographic studies applicable within the jurisdiction of Authority, and planned so as not to result in unreasonable financial burdens on the member agencies whatever course future development of the area might take. It is understood by the parties that this agreement shall not affect the rights or powers of any member agency to plan and/or construct sewer facilities independently.

The studies may include proposals for construction of joint collection systems, trunk and interceptor lines, treatment plans, and disposal systems. The studies may also include proposals to be used in conjunction with facilities not within the Authority's jurisdiction. Any studies shall consider all phases of planning, design, construction, maintenance and operation of facilities proposed by the Authority, and allocation to benefited member agencies of capital, maintenance and operating costs.

(B) <u>Present Project</u>. The Present Project shall be a secondary wastewater treatment and disposal system, divided into four components, to service the combined needs of the member agencies to the year 2000.

# (1) Phase I

(a) <u>Components</u>. Phase I of the system is composed of the following three components, with capacity rights, construction costs, and operation and maintenance expenses being shared as specified below, until otherwise determined pursuant to Section 4) hereafter:

- (i) An intertie pipeline and attendant pumping facilities, connecting the Montara and Granada systems to a new ocean outfall, shared equally between Montara and Granada;
- (ii) An ocean outfall pipeline and attendant pumping facilities, discharging the combined treated effluents from the three member agencies' treatment systems into the ocean adjacent to the existing but presently inoperative Half Moon Bay outfall line, shared one-half ½) by Half Moon Bay, one-quarter ¼) by Montara and one-quarter ¼) by Granada.
- (iii) A reclamation pipeline and attendant pumping facilities, to carry secondarily treated effluent from the treatment plant at the Half Moon Bay site south to the golf course and adjacent agricultural and floricultural lands, and being solely assigned to Half Moon Bay.
- (b) <u>Possible Modification of Intertie Pipeline Component</u>. To ensure the accomplishment of the objective of the Present Project, it is the intent of the Authority to seek to increase the gravity sections of the intertie pipeline one pipe size diameter 3 inches) from the existing design, and in pursuit of same, the Authority shall immediately process an application with the California Coastal Commission, Central Coast Regional Commission, for amendment of Coastal Development Permit No. P-79-93. Any modification of said component, pursuant to the cost-effectiveness study mentioned hereinafter or otherwise, shall be accomplished subject to the approval of the State Water Resources Control Board.
- (c) <u>Estimated Construction Costs</u>. The estimated construction costs of Phase I components of the Present Project, including administrative, legal, engineering, and contingency expenditures, are: for the intertie pipeline and attendant pumping facilities, \$3,000,000.00; for the ocean outfall and attendant pumping facilities, \$3,600,000.00; and for the reclamation pipeline and attendant pumping facilities, \$600,000.00.

### (d) Implementation of Phase I of Present Project.

- (i) Authorization to Construct. This Amendment to the Agreement constitutes approval for Phase I of the Present Project and of the budget therefor. The member agencies hereby authorize the Authority to immediately pursue and complete all planning and design efforts, including all requirements of State and Federal law, and to promptly commence construction and to accept State and Federal Grant Agreements therefor.
- (ii) <u>Construction Schedule</u>. Construction of Phase I of the Present Project shall proceed on the time schedule as set forth in the Santa Clara County Superior Court's preliminary injunction in case No. 424949, or as said injunction may be amended or modified.

(iii) <u>Utilization</u>, <u>Operation and Maintenance</u>. Each member agency hereby agrees to utilize the Phase I components as said components are completed and available for use, and to ensure the proper operation and maintenance of same in accordance with the requirements of the Regional Water Quality Control Board for the useful life thereof. Pursuant to Article VII of this Agreement, it is hereby determined that the Authority shall have the ultimate responsibility for the maintenance and operation of the Facilities constructed as a part of the Present Project, either with its own personnel or pursuant to contract therefor.

As to any component of the Project not utilized by all member agencies, the member agency or agencies utilizing said component shall have the initial right and responsibility for maintenance and operation of said component.

Service charges shall be established consistent with the Clean Water Grant Program by the Authority or by the member agencies.

It is further hereby agreed that decisions of the Authority with respect to operations and maintenance of Phase I components including the budgets therefor, shall be made based on six affirmative votes, or failing that, five affirmative votes including no less than one vote from each member agency. A member agency shall be entitled to vote only with respect to the operation and maintenance of a facility utilized by said agency.

### (2) Phase II

- (a) <u>Alternate Treatment Facilities</u>. Phase II of the Present Project will be composed of the fourth component of the system, being treatment facilities as envisioned in one of the following two alternatives:
  - (i) <u>Single Plant</u>. One single secondary activated sludge treatment plant located at the site of the existing Half Moon Bay treatment plant facilities, and designed to treat the combined flows from the individual collection systems of the member agencies.
  - (ii) <u>Multiple Plants</u>. Three separate treatment plants as follows:

Half Moon Bay. An upgraded treatment plant located at the site of the present plant.

Montara. An upgraded treatment plant located at the site of the present plant.

<u>Granada</u>. A new treatment plant located in the vicinity of the present plant and pumping facilities.

- (b) <u>Determination of Phase II Treatment Facilities</u>. The determination of the Phase II treatment facilities and their capacity, together with the allocation of said capacity and all construction costs and operation and maintenance expenses pertaining thereto, shall be made within the time schedule established in the aforementioned preliminary injunction, or as said injunction may be amended or modified, and after consideration of the following:
  - (i) A cost-effectiveness study, prepared in accordance with applicable State and Federal regulations governing grant funding for the construction of water pollution control facilities; and
  - (ii) The Land Use Plan portions of the Local Coastal Programs applicable to the respective member agencies and an analysis of the member agencies' respective sewer service needs pertinent thereto, in relation to the objectives of the Present Project.
- (c) <u>Implementation of Phase II of Present Project</u>. This Amendment to the Agreement constitutes approval and authorization for the further planning, designing and the construction of Phase II of the Present Project.

# (3) Funding.

Only those components, referred to above, which are fundable under the Clean Water Grant Program, shall be constructed by the Authority.

# (4) <u>Allocation and Reallocation of Rights, Costs and Expenses.</u>

In the event the member agencies choose to construct a single consolidated treatment plant facility, capacity rights and construction costs pertaining thereto shall be allocated in proportion to the member agencies' respective service needs as determined by the Land Use Plan portions of the initial pertinent Local Coastal Programs adopted by the California Coastal Zone Conservation Commission; and capacity rights and construction costs previously allocated in the Phase I components shall be reallocated to be consistent with the treatment plant facility allocations, except that no member agency shall receive any capacity in, or ultimately be required to have paid any portion of, the cost of any Phase I component not utilized by that member agency. The total expenses of operation and maintenance of all of the components of the Present Project shall be shared in a manner based on flows into the single consolidated treatment plant facility.

In the event the member agencies choose to construct separate treatment plant facilities, reallocation of capacity rights and construction costs shall occur as immediately above, except that: i) no member agency shall be allocated less capacity in any Phase I component than the amount of capacity necessary to accommodate the present design capacity of said agency's treatment facility; ii) no member agency shall be required to pay more than the proportionate share of its capacity in said component; and iii) no reallocation shall occur with respect to

the reclamation component. The expenses of operation and maintenance of the various components of the Present Project under the separate treatment plant concept shall be borne solely by those member agencies using said components and shall be shared in a manner based on flows into the components.

# (5) Goal of the Authority.

In the event the single treatment plant concept is selected as the fourth component under Phase II, it is the intent of the Authority to further consolidate sewer functions within the service areas of the three member agencies, and to establish a uniform system of sewer service charges, levied throughout the entire jurisdiction of the Authority, with which to pay expenses of operations and maintenance.

# (6) Credit for Existing Usable Facilities.

It is the intent of the member agencies to integrate existing facilities to the extent possible into all components of the Present Project. Credit shall be given any member agency for any of said agency's facilities so integrated. The credit is to be the lesser of the member agency's actual local costs, or replacement cost, less straight-line depreciation. For purposes hereof, replacement cost means the total replacement cost as distinguished from the total replacement cost less any grant which may be available therefor. Such credit shall be added to the total local share cost of the applicable component into which the existing facilities are integrated, before allocation of local share component costs is made to respective member agencies.

### (7) Completion of Present Project.

The member agencies agree to complete the Present Project no later than July 1, 1983, in accordance with the requirements of the Clean Water Grant Program, in a manner that meets the stated objectives of the Present Project, and in a manner that makes maximum utilization of the immediately available funding opportunities under the Program.

### (8) Member Agencies' Responsibilities.

Each member agency hereby guarantees its aliquot share of performance under this Agreement, including reimbursement to EPA and the State Water Resources Control Board, as provided by and to the extent set forth in State and Federal statutes and regulations.

### (9) Wastewater Treatment Standards and Regulations.

Each member agency hereby agrees to adopt wastewater treatment standards and regulations consistent with wastewater treatment standards and regulations adopted by the Authority.

Such standards and regulations shall include provisions related to industrial waste in which there shall be established criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly into the Authority's facilities.

The industrial waste standards and regulations shall authorize the issuance of industrial waste discharge permits thereunder and provide that such permits will be issued by the Authority, shall authorize field inspectors or other employees of the Authority to act as enforcement agents of the member agency with the power to inspect and issue notices for violations of the standards and regulations, and shall confer upon, and empower the Authority to seek civil injunctive relief or criminal prosecution, or both, for noncompliance with, or violation of, such standards and regulations by any discharger.

### V. BUDGETS AND PAYMENTS

- (A) <u>General Budget</u>. Within sixty 60) days after the first meeting of the Board, a general budget shall be prepared for the balance of the fiscal year. Thereafter at or prior to each March meeting of the Board, a general budget shall be prepared for the ensuing fiscal year. The initial budget and each succeeding general budget shall include the following:
  - (1) the general administrative expenses of the Authority to be incurred during the period covered by the budget. Each member agency shall, within thirty days of execution of this Agreement, deposit into the general fund an amount obtained by applying to the sum of initial general administrative expenses the percentage of that member agency's voting rights;
  - (2) the expenses of operating and maintaining any improvements operated or maintained by the Authority;
  - (3) all revenues accruing to the Authority, including the assessments allocated among the member agencies to cover the general administrative, operating and maintenance expenditures;
  - (4) at the time of its preparation a general budget shall be submitted immediately to the governing bodies of the member agencies for approval pursuant to Article III, Section G) above, final approval of a general budget shall require the prior consent of all member agencies. Final approval shall be made by the Board within thirty 30) days after preparation of the initial general budget and by July 1st following preparation of each succeeding budget. A copy of the general budget shall be filed with each member agency.
  - (5) Each member agency hereby agrees to include in each annual budget approved by the governing body of such member agency amounts estimated to be sufficient to pay all such charges and to pay to the Authority within thirty days of receipt of a statement of the member agency's allocated share of the actual general budget expenses for the billing period as determined by the Board. The Authority is hereby

authorized to take any or all legal actions necessary and permitted by law to enforce the collection of such charges or any other compliance with this agreement, including, but not limited to, actions or proceedings in mandamus to require each member agency to include the amounts estimated to be necessary in each such estimated annual budget, or to collect such charges from the taxpayers, landowners, or users of any of the facilities of the Authority.

- (B) <u>Project Budgets</u>. In addition to the General Budget, the Board shall, prior to its initiation of a project, approve the project in concept and have a project budget prepared. Each Project Budget may include the following:
  - (1) the Authority's administrative expenses allocated to the project;
  - (2) the cost of studies and planning for the project;
  - (3) the cost of the engineering and construction of the project;
  - (4) the allocation among the participating member agencies of the total project costs including but not necessarily limited to administration, planning, design, construction and operation and maintenance;
  - (5) any revenues accruing to the Authority for the project from whatever source.

After the preparation of a Project Budget, it shall be submitted immediately to each member agency proposed by the Board to be a participant and to be obligated for the payment of any amount thereunder. The Authority shall not incur any expense for the project until the Project Budget has been approved by the governing body of each of the proposed participating member agencies. Consent of the participating member agencies shall be required within a reasonable length of time, said time to be determined by the Board when the Project Budget is prepared. Upon approval by all of the participating member agencies, the Board shall adopt the Project Budget and file a copy of same with each of the participating member agencies.

# (C) Effect of Failure of Approval of Budgets.

(1) <u>General Budget</u>. If a general budget fails to attain the approval required by Section A) hereof, the director s) of consenting member agencies may treat the refusal of a dissenting member agency to approve the budget as a request for withdrawal from the Authority and the remaining members may thereafter, upon giving the non-consenting member agency thirty 30) days notice, proceed with the adoption of a revised budget and the non-consenting member agency shall not be obligated for future debts of the Authority nor shall it receive any benefits therefrom.

Pertaining to past debt obligations, however, the non-consenting member agency shall continue to be obligated for the operation and maintenance costs, under the original allocation formula, of any project in which it continues to derive benefits.

- (2) Project Budget. If a Project Budget fails to attain the approval required by Section B) hereof, the director s) of consenting participating member agencies may treat the refusal of a dissenting member agency to approve the budget as a request for withdrawal from the project concerned, but not from the Authority, and the remaining participating member agencies may thereafter, upon giving the non-consenting member agency thirty 30) days notice, proceed with the adoption of a revised budget and the non-consenting member agency shall not be obligated for future debts of the project concerned nor shall it receive any benefits therefrom. The cost of preparing the Project Budget shall be divided among the proposed participating member agencies in proportion to allocation of costs to said members in the current general budget.
- (D) <u>Contributions</u>; <u>Payments and Advances</u>; <u>Use of Personnel</u>, <u>Equipment or Property</u>; <u>Exchange of Services</u>. It is hereby agreed that:
  - (1) contributions from a member agency's treasury may be made for the purpose set forth in the Agreement;
  - (2) payments of public funds of a member agency may be made to defray the cost of such purpose;
  - (3) each of the member agencies may make advances of public funds, to be repaid as set forth in the Agreement;
  - (4) personnel, equipment or property may be used in lieu of other contributions or advances, however, all member agencies must agree upon the value to be assigned the personnel, equipment, property or services, with respect to any said contributions or advances:
  - (5) The member agencies may exchange services without payment of any consideration other than such services.
- (E) Expenditures for the Approved Budgets. All expenditures within the designations and limitations of approved general and project budgets shall be made on the authorization of a majority of the directors present at a meeting during which budget expenditures are approved. No expenditures in excess of those budgeted shall be made without the unanimous consent and approval of all of the directors representing the member agencies affected by the budget under consideration.
- (F) Payments of Amount Due; Interest; Surplus. Amounts required to be paid by any member agency shall be due and payable thirty-five 35) days from the date of billing by the Authority. If such amount is not paid in full by the due date, interest will be added from that date at the rate charged by the bank where the Authority maintains its principal account, based on such rate in effect on the first day of the month for which the computation is made on a 30-day \$100,000 certificate of deposit. Interest shall not be compounded.

After completion of the purpose for which funds were provided to the Authority by a member agency, any surplus money shall be returned to that member agency in proportion to the funds excluding interest) so provided.

(G) Reimbursement of Funds. Grant funds received by the Authority from any federal, state or local agency to pay for budgeted expenditures for which the Authority has received monies from a member agency shall be remitted to that member based upon the ratio of the member agency's advance to the total cost of the project for which the Authority has received the grant.

### VI. AUTHORITY PROJECTS

- (A) <u>Project Members</u>. The directors representing those members determined by the Board to be participating members of a project shall, upon consent to the proposed project by the participating members, constitute a subcommittee of the Board referred to as the "\_\_\_\_\_\_\_Project Committee." All actions by a project committee shall be deemed actions of the Authority and shall be taken in the name of the Authority; however, only the participating members of a project shall have rights and obligations in said project as herein provided.
- (B) <u>Authority Construction Projects</u>. No project shall be constructed by the Board without the consent of every participating member. Approval of a construction project budget by all of the participating members shall constitute their consent for the construction of the project by the Authority.

### VII. MAINTENANCE AND OPERATION OF FACILITIES

(A) <u>Maintenance and Operation of Facilities</u>. The Board shall determine, prior to the construction of any project, whether or not the Authority shall maintain and/or operate such facilities. If the Authority is to maintain and/or operate such facilities, it shall do so in an efficient and economical manner, and in a manner not detrimental to the member agencies. It is the intent of the parties that any project may be maintained and operated in the name of the Authority. If it is determined that one or more of the member agencies shall maintain and/or operate said facilities, said member agencies shall by written agreement consent thereto prior to the construction thereof.

### VIII. PROPERTY RIGHTS

(A) Project Facilities. All facilities constructed by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement. Capacity rights in respect to project facilities shall be held for the benefit of the participating member agencies in proportion to each member agency's agreed percentage of capacity rights in such project facility. It is the intent of the foregoing provision that the Authority shall not acquire any unallocated capacity rights in any facility for disposal or use, except for the benefit of the participating member agencies in proportion to their percentage of capacity rights in said facility. Capacity rights may not be reallocated, sold, leased, assigned, or in any way transferred, whether voluntarily, or pursuant to litigation and/or administrative proceedings initiated by, in concert with, with the consent of, or on behalf of the member agency or agencies seeking any such transfers, unless the member agency or agencies, whose capacity rights may be so diminished thereby, shall give written consent to such transfer. In conjunction

with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system Plan F), being the project authorized to be undertaken by this Authority, .3 mgd treatment plant capacity shall be reserved, for the first ten years of the twenty-year design of said project, for recreational flows. In addition to flows from public recreational facilities such as parks, beaches, marinas, and marine reserves, the term 'recreational' includes recreationally related commercial facilities such as restaurants, motels, golf courses, and stables. Said recreational capacity shall be allocated to the member agencies as they may determine.

- (B) <u>Distribution of Assets and Termination of the Authority</u>. To the extent that any funds or property in lieu of funds) received from any member agency are used for the construction of facilities, the same shall be allocated annually on the books of the Authority to the credit of said contributing member agency. Upon termination or dissolution of the Authority herein created, the facilities, and any funds, in possession of the Authority at such time shall be distributed in kind or sold, and the proceeds thereof distributed to the member agencies at the time of termination and in proportion as their interests appear on the books of the Authority.
- (C) <u>Liabilities</u>. Any liability incurred by the Authority during the course of its existence shall be discharged by payments hereby agreed to be made to the Authority by each of the parties hereto in proportion to their contribution or approved participation in facilities of the Authority for which the liability is attributable. Except as hereinabove provided, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the parties to this Agreement.
- (D) <u>Failure to Meet Discharge Requirements—Separate Effluent Discharge</u>. The Authority shall cause the effluent of each member agency to be monitored to determine whether or not Federal and/or State discharge requirements are being met. The member agency or agencies responsible for the violation shall be solely responsible for any fines levied or criminal sanctions imposed as a result thereof.
- Failure to Meet Discharge Requirements—Combined Effluent Discharge. If the effluent of the member agencies is combined, and the combined effluent at the point of ultimate discharge into the receiving water fails to meet discharge requirements, the member agency or agencies responsible for the violation shall be solely responsible for any fines levied or criminal sanctions imposed. In this regard, the member agency or agencies responsible for the violations shall hold harmless the Authority and the other non-violating member agencies from all liability and/or damages incurred by said Authority and/or member agencies as a direct and proximate result of said violation, including, but not limited to, legal, engineering, and administrative expense and direct or indirect damages incurred by the Authority or the member agency as a result of a cease and desist order or court injunction from any State or Federal agency restricting construction within the jurisdictional limits of said Authority or member agency. In the event two or more member agencies are responsible for failure of the combined effluent to meet discharge requirements as above provided, the member agencies responsible for the violation shall be jointly and severally responsible to the Authority and to the other non-violating member agencies. Upon notification of such violation, the member agency or agencies shall take prompt, corrective action as necessary to meet said discharge requirements. If any member agency fails to take such action, the Authority by unanimous vote of the Board excluding those members of

the Board who are representatives of the member agency or agencies who are in violation of the discharge requirements) may elect to do either one or both of the following:

- (a) Have undertaken at the cost and expense of the violating member agency or agency the construction of such additional treatment facilities as are necessary to meet said discharge requirements.
- (b) Impose a prohibition of additional connections to the collection system of the member agency or agencies in violation.

Nothing in this Sections hall preclude one or more agencies from providing additional levels of treatment to insure meeting waste discharge requirements in the combined effluent. In the event that one or more member agencies are obligated to provide additional levels of treatment to meet waste discharge requirements for the combined effluent, all member agencies requiring the additional levels of treatment shall participate in the costs of such treatment based on their relative contribution of waste characteristics to be treated and the costs of providing such treatment.

### IX. SETTLEMENT OF DISPUTE OR CONTROVERSY

Should any dispute or controversy arise in connection with the books, records or accounts of any party to this Agreement or in connection with the acquisition, construction, maintenance, operation, repair, reconstruction or enlargement of the Joint System or in connection with any of the affairs or operation thereof, or the execution of the term of this Agreement, the governing bodies of the parties to this Agreement may elect to arbitrate the dispute or controversy in accordance with the rules of the American Arbitration Association or by any other mutually agreeable method of settlement.

# X. MISCELLANEOUS PROVISIONS

- (A) <u>Duration</u>. The Authority shall continue until this Agreement is rescinded as herein provided.
- (B) <u>Rescission and Termination</u>. This Agreement may be rescinded and the Authority terminated by written agreement of all member agencies. Upon termination of the Authority, its assets and liabilities shall be divided among the then member agencies in proportion to their then ownership interests.
- (C) <u>Withdrawal</u>. Any member agency may withdraw from the Authority at any time upon giving each of the other member agencies one hundred and twenty 120) days written notice prior to the end of the fiscal year; provided, however, in the event the withdrawing member agency has any rights in any facility of the Authority or obligations to the Authority, said member agency cannot sell, lease or transfer said rights or be relieved of its obligations, without the execution of a written agreement executed by it and another member agency. The term "obligations" as used herein shall include, but not be limited to, bonded indebtedness and capital

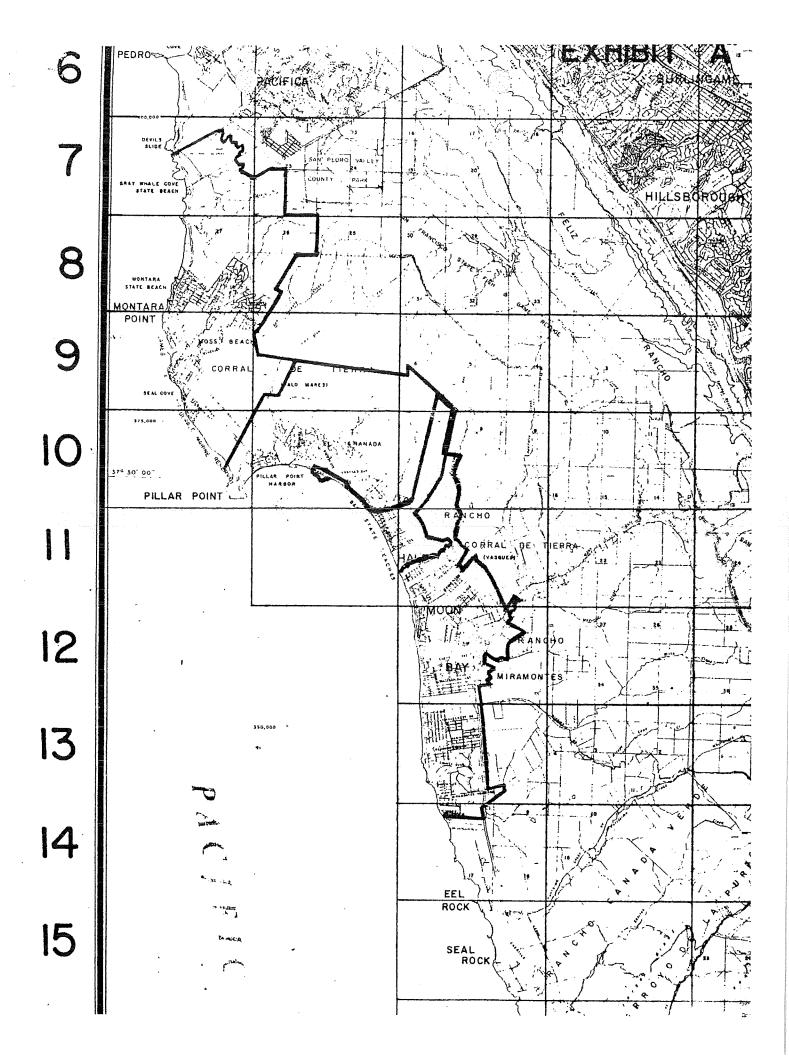
replacement costs. Upon termination, a withdrawn member agency will be treated like all the other member agencies in regard to the provisions of Article VIII B) hereof.

- (D) <u>Amendments</u>. Exhibit "A" hereto shall be amended or supplemented upon a member agency filing with the Authority a certified copy of the member agency's resolution ordering a change of its boundary or service area boundary or resolution determining to withdraw from the Authority. The other provisions of this Agreement may be amended only by the consent of all member agencies.
- (E) Severance. If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the member agencies or any other persons or circumstances, is for any reason held invalid, the validity of this Agreement, or the application of such provision to the other member agencies or to any other person or circumstances, shall not be affected thereby. Each of the member agencies hereby declares that it would have entered into this Agreement, and each section, subsection, sentence, clause or phrase thereof, regardless of the fact that one or more sections, subsections, sentences, clauses or phrases, or the application thereof, to any member agency or any other person or circumstances be held invalid.
- (F) <u>Filing with the Secretary of State</u>. The Secretary of the Authority shall file with the Secretary of State a notice in accordance with Government Code Section 6503.5, and shall file notices, as appropriate, in accordance with Government Code Section 53051.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

# CITY OF HALF MOON BAY

s/ Lloyd T. Cardoni	
Mayor	
est:	
s/ Barbara K. Driscoll Deputy City Clerk	
	seal)
ONTARA SANITARY DISTRICT	
s/ L. Paul Leger President Pro Temp)	
est:	
s/ Susan C. Muth	
Secretary Pro Temp)	seal)
ANADA SANITARY DISTRICT	
s/ William L. Sawrey President	······································
est:	
s/ Larry Pollard	
Secretary	seal)
	Mayor est:  s/ Barbara K. Driscoll Deputy City Clerk  ONTARA SANITARY DISTRICT  s/ L. Paul Leger President Pro Temp) est:  s/ Susan C. Muth Secretary Pro Temp)  ANADA SANITARY DISTRICT  s/ William L. Sawrey President est:



# ATTACHMENT 2

Maintenance Agreement between MWSD and SAM



# RESOLUTION NO. 9-88

RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT RELATED TO THE MAINTENANCE AND OPERATION OF MEMBER AGENCY FACILITIES (MONTARA SANITARY DISTRICT)

RESOLVED, by the Board of Directors of the Sewer Authority
Mid-Coastside, San Mateo County, California, that

WHEREAS, there has been presented to this Board an Agreement, by and between the Montara Sanitary District and this Authority entitled, "Agreement for Maintenance and Operation Services Between Montara Sanitary District and Sewer Authority Mid-Coastside" (herein "Agreement"), pursuant to which this Authority will operate and maintain said member agency's sewerage system;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED as follows:

- 1. Said Agreement is hereby approved and the Chairman is authorized and directed to execute same on behalf of this Authority and the Secretary is authorized and directed to countersign same.
- 2. The Secretary is hereby directed to transmit an executed copy of the Agreement to said member agency.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside at a regular meeting thereof held on the 25th day of April, 1988, by the following vote:

AYES:

BEDESEM, SCHUETRUM, OKONEK, ERIKSEN, FOGLI,

GIDDINGS

NOES:

NONE.

ABSENT:

PATRIDGE

ABSTAIN:

NONE.

COUNTERSIGNED:

# AGREEMENT FOR MAINTENANCE AND OPERATION SERVICES

# BETWEEN

# THE MONTARA SANITARY DISTRICT AND

### SEWER AUTHORITY MID-COASTSIDE

WHEREAS, MEMBER AGENCY owns, and causes to be operated and maintained, a wastewater collection system, hereinafter referred to as the "Sewerage Collection System", which provides for the collection of sanitary sewage within MEMBER AGENCY boundaries, which sewage is then conveyed to interceptor, treatment and disposal facilities owned and operated by SAM; and

WHEREAS, MEMBER AGENCY has heretofore contracted with SAM, by agreement entitled "Agreement for Maintenance and Operation Services Between the Montara Sanitary District and Sewer Authority Mid-Coastside, dated September 19, 1983, whereby SAM operates and maintains MEMBER AGENCY's Sewerage Collection System on behalf of MEMBER AGENCY;

WHEREAS, MEMBER AGENCY desires to continue to contract with SAM for the provision of such operation and maintenance services, and SAM desires to continue to provide such services;

WHEREAS, the parties desire to enter into an agreement related thereto in place of the agreement referenced above.

WHEREAS, the public interest, convenience and necessity will be served thereby;

NOW THEREFORE, the parties do hereby agree as follows:

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#### ENGAGEMENT

MEMBER AGENCY hereby engages SAM to provide the services herein described, and SAM agrees to provide said services, all upon the terms and conditions set forth herein.

### FACILITIES TO BE MAINTAINED

The Sewerage Collection System to be operated and maintained by SAM consists of the entire wastewater collection system owned by the MEMBER AGENCY. If MEMBER AGENCY has not already done so, it shall provide SAM with maps delineating the Sewerage Collection System, and shall make available to SAM its past records, if any, related to the maintenance of the Sewerage Collection System in order to assist SAM in providing the services hereunder.

### III

### TERM OF AGREEMENT

SAM shall be obligated to provide the services herein described, and MEMBER AGENCY shall be obligated to compensate SAM for the same, commencing July 1, 1987, for Fiscal Year 1987-88; for fiscal years thereafter, such obligations shall commence for the fiscal year following written notice from MEMBER AGENCY to SAM that MEMBER AGENCY has approved, pursuant to Section V hereof, the annual budget for the fiscal year, and the delivery of written notice from SAM to MEMBER AGENCY stating that SAM is ready to commence providing the services specified.

This Agreement shall continue in full force and effect and shall govern all transactions between the parties hereto until terminated pursuant to Section IV or V of this Agreement.

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### TERMINATION

This Agreement may be terminated by either party, either with or without cause, upon providing ninety (90) days written notice to the other party by registered mail. The effective date of termination shall be ninety (90) days from the date of mailing the notice.

In the event of termination, SAM shall transfer to MEMBER AGENCY all inventoried collection system parts not used by SAM for the benefit of MEMBER AGENCY, subject to reimbursement to SAM at SAM's costs, for any such parts not yet paid for by MEMBER AGENCY. In addition, SAM shall make an accounting for services to be rendered to MEMBER AGENCY through the effective date of termination, MEMBER AGENCY to pay for services rendered through said date, with SAM refunding any advance payments for services not rendered as a result of the termination.

### BUDGET APPROVAL

SAM shall, no later than March 31 of each year that this Agreement is in effect, submit a budget to MEMBER AGENCY which will outline the costs of, and under which SAM shall provide, the services described herein for the succeeding fiscal year. As soon as is practicable, but in no event later than the June 15 following receipt of the proposed budget, MEMBER AGENCY shall review and approve said budget. If either party shall fail to take the action described in this Section on or before the dates specified herein, then the other party may, upon one hundred twenty (120) days written notice, terminate this Agreement. During this one hundred twenty (120) day period, MEMBER AGENCY may elect to continue to receive service. In such event, such service shall be provided at the previous year level, and MEMBER AGENCY shall pay for such service at the previous year rate.

VI

### SCOPE OF SERVICES

The services to be provided by SAM to MEMBER AGENCY shall be as set forth in "ATTACHMENT A" appended hereto, and may include such additional services as may be agreed upon in writing by the parties from time to time.

VII

### COMPENSATION

Compensation paid to SAM by MEMBER AGENCY shall be in accordance with a fee schedule set forth in the budget for each fiscal year.

#### VIII

### METHOD OF PAYMENT

SAM shall bill MEMBER AGENCY for its services in monthly installments, in advance, based upon the amount of compensation required under Section VII hereof. The amount set forth on a bill shall be due and payable by not later than the last day of the month (the "due date") for which the bill was rendered, and if its not paid in full by the due date, interest shall be payable on the unpaid portion thereof, such interest to be calculated from the due date in accordance with the Agreement Creating the Sewer Authority Mid-Coastside, dated February 3, 1976, as amended, but in no case shall interest paid exceed the rate prescribed by law.

Should unexpected expenses arise which exceed amounts budgeted, SAM shall obtain written authorization from MEMBER AGENCY prior to incurrence of such expenses. Should a cost savings be realized from amounts budgeted, MEMBER AGENCY shall be credited with said amount differential. Any such adjustments to compensation shall be agreed upon by the parties and billed or credited separately, in accordance with a separate payment schedule also to be agreed upon by the parties.

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### AMENDMENT; WAIVER

This Agreement may be amended or modified only by written agreement signed by the parties hereto. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision.

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### INDEMNIFICATION

SAM, at its sole cost and expense and at no cost or expense to MEMBER AGENCY, shall defend, indemnify and save MEMBER AGENCY, its officers, directors, agents, servants and employees, harmless from and against any and all liability, claims, damages, losses and expenses, arising out of or resulting from SAM's performance under this Agreement, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death of any person, including but not limited to persons employed by SAM, or to injury to or destruction of real or personal property, including loss of use resulting therefrom; and (b) is caused in whole or in part by a negligent or intentional act or omission of SAM and anyone directly or indirectly employed by SAM, or by anyone for whose acts SAM may be liable.

SAM shall furnish evidence to MEMBER AGENCY that MEMBER AGENCY and its officers, directors, agents, servants and employees, are additional named insureds on all insurance obtained by SAM for services to be provided under this Agreement, which insurance shall, at a minimum, include workers' compensation coverage, public liability and property damage liability coverage of not less than \$500,000 for each person and \$1,000,000 for each incident, and thirty (30) days notice to MEMBER AGENCY of termination, cancellation, non-renewal, or change in said coverage, or change in the carrier.

In the event that SAM has duly notified MEMBER AGENCY of an item of maintenance, repair or replacement that is not within SAM's obligation to maintain, repair or replace under this Agreement or not within the monetary limits for which SAM is obligated to provide the maintenance, repair or replacement, then MEMBER AGENCY, at its sole cost and expense and at no cost or expense to SAM, shall defend, indemnify and save SAM, its officers, directors, agents, servants and employees, harmless from and against any and all liability, claims, damage, losses and expenses arising out of or resulting from MEMBER AGENCY's failure to timely perform such maintenance, repair or replacement or to otherwise provide the funds to SAM in order that SAM is able to perform such service on MEMBER AGENCY's behalf.

MEMBER AGENCY shall furnish evidence to SAM that SAM and its officers, directors, agents, servants and employees, are additional named insureds on all insurance obtained by MEMBER AGENCY related to its Sewage Collection System, which insurance shall, at a minimum, include public liability and property damage liability coverage of not less than \$500,000 for each person and \$1,000,000 for each incident, and thirty (30) days notice to SAM of termination, cancellation, non-renewal or change in said coverage, or change in the carrier.

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### ENTIRE AGREEMENT

This Agreement, including its attachments as referred to herein, embodies the whole agreement of the parties. This Agreement supersedes all previous communications, representations or agreements between the parties hereto, including that certain agreement, entitled "Agreement For Maintenance and Operation Services Between the Montara Sanitary District and Sewer Authority Mid-Coastside, dated September 26, 1983.

XII

### PARTIAL INVALIDITY

If any part, term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the validity of the remaining parts, terms or provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if this Agreement did not contain the particular part, term or provision declared invalid or unenforceable.

### IIIX

### INDEPENDENT OPERATIONS

The parties hereto expressly agree that the operation and maintenance by SAM of its wastewater interceptor, treatment and disposal system is independent of the operation and maintenance by SAM of MEMBER AGENCY's Sewerage Collection System.

### XIV NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested and postage prepaid.

Notices required to be given to MEMBER AGENCY shall be addressed as follows:

HONORABLE SANITARY BOARD MONTARA SANITARY DISTRICT P.O. BOX 131 MONTARA, CA 94037

Notices required to be given to SAM shall be addressed as follows:

SEWER AUTHORITY MID-COASTSIDE P. O. BOX 682 HALF MOON BAY, CA 94019

In witness whereof, the parties have executed this Agreement as of the date first above written.

MONTARA SANITARY DISTRICT

SEWER AUTHORITY MID-COASTSIDE

President:

By <u>Helen R. Beflesem</u> Chairman

COUNTERSIGNED:

COUNTERSIGNED:

Secretary:

Secretary

#### ATTACHMENT A

The services provided by SAM are divided into two categories: Basic Services and Extended Services, all as described below.

The MEMBER AGENCY shall continue to pay its own utility bills; such bills are not a part of the Agreement.

#### BASIC SERVICES

#### Overview:

Basic Services are offered primarily as a preventative maintenance program for sewer lines and associated manholes. Basic Services include general inspection of lift stations but exclude detailed maintenance activity. Only minor repairs or replacement of defective parts (i.e., the entire cost of which, excluding overhead, is less than \$2,500.00 per occurrence) are included hereunder, unless the damage or defect is caused by negligent or poor workmanship of a SAM employee, in which case such dollar limit shall not apply. Any major repair or replacement (i.e., the entire cost of which is in excess of \$2,500.00) does not qualify as Basic Services. In addition. when the MEMBER AGENCY has exhausted the total funds budgeted for repairs, further non-emergency repairs do not qualify as Basic Services.

When a Basic Service repair is required under emergency conditions, SAM will make such repair immediately and inform the MEMBER AGENCY. MEMBER AGENCY shall, within 30 days upon SAM's rendering of an itemized billing therefor, reimburse SAM for all costs SAM has incurred in making such repair if the cost exceeds \$2,500.00 or the MEMBER AGENCY budgeted funds are exhausted.

The public sewer line maintenance crew will be available for emergency response on a seven-day week, 24-hour per day basis.

#### Scope of Services to be Provided:

- 1. Cleaning of all public sewer lines, at a minimum of one time per year, using a high-pressure cleaner.
- 2. Inspection and cleaning of manholes as required.
- 3. Servicing of areas identified by the parties to be "trouble areas" on a monthly basis.

- 4. Make emergency service repairs immediately, as required, and inform the MEMBER AGENCY. If cost exceeds \$2,500 limit or the MEMBER AGENCY'S budgeted funds are exhausted the MEMBER AGENCY will reimburse SAM for the repairs within 30 days upon SAM's rendering to the MEMBER AGENCY of an itemized billing therefore.
- 5. Respond to and unplug clogged public sewer lines, including lateral sections that are in public rights of way. Repairs and maintenance would be in conformance with MEMBER AGENCY'S regulations.
- 6. Under non-emergency conditions, SAM will not initiate, without MEMBER AGENCY'S prior, written approval, any sewer line or manhole maintenance, repair or replacement when the estimated costs for such exceeds \$2,500.00, or the MEMBER AGENCY'S budgeted amount is exhausted.
- 7. Respond to user complaints. Radio communication is available to provide ready contact to the Field Crew for response to user calls.
- 8. General inspection of lift and pump stations; performance of landscape maintenance to maintain the stations' acceptable appearances. Cursory inspection of lift and pump stations on a daily basis.
- 9. Reporting of maintenance and operation activities to each of the SAM member agencies on a monthly basis. Such activity reports will address the following items:
  - Feet of public sewer line cleaned for each member agency.
  - Manhole inspections.
  - Plugged sewer responses and disposition of each with location indicated.
  - User complaints, covering source of complaint, the nature of the complaint and the disposition of or recommendation for disposition of complaint.
  - Areas which cannot be inspected/cleaned.
  - Sewerline/manhole failures and repairs accomplished.

- 10. SAM will cooperate with the MEMBER AGENCY by supplying whatever information SAM has gathered in order to prepare recommendations to the MEMBER AGENCY, including emergency situations.
- 11. Notify the MEMBER AGENCY of any situation which comes to the attention of SAM, as a result of its provision of Basic Services under the Agreement, which needs the attention of the MEMBER AGENCY and is beyond the scope of the Basic Services to be provided by SAM under the Agreement.

#### EXTENDED SERVICES

#### Overview:

Extended Services are offered as a preventative and repair maintenance program for MEMBER AGENCY lift stations (which, for purposes hereof includes grinder pumps). Extended Services include all lift station maintenance, repairs and replacement tasks when the cost of such, except in the case of emergencies, does not exceed \$4,000.00, excluding overhead, up to the total This program includes 24-hours per day, budget amount. seven-days per week, emergency response coverage. Actual cost will be accounted for and charged against the MEMBER AGENCY, to be reconciled at the end of the then current fiscal year. that time the respective balances will be reviewed. event there is a credit balance in favor of the MEMBER AGENCY, the MEMBER AGENCY may elect to be forthwith paid such balance or to have it carried forward as a credit against its budgeted amounts under this Agreement for the next fiscal year. In the even there is a debit balance in favor of SAM, it shall be forthwith paid by the MEMBER AGENCY upon billing thereof. will continue to work with the MEMBER AGENCY, even if the cost exceeds \$4,000.00.

Extended Services, other than those spelled out and agreed to in the annual budget, may include administrative services to be rendered on behalf of member agencies by appending to the Agreement.

#### Scope of Services to be Provided:

1. Provision of preventative maintenance of lift stations according to factory recommended specifications. SAM will make available prepared written instructions and performance check-off lists. Verification that the work has been performed will take place as described in Paragraph 5 below.

- 2. Performance of all necessary repair and maintenance work necessary to keep each lift station operating at its current quality level, subject to the exceptions noted in Paragraphs 3 and 4 below. If the MEMBER AGENCY performs a capital improvement to a lift station, SAM will maintain the lift station to the new quality level.
- 3. Under non-emergency conditions, SAM will not initiate, without MEMBER AGENCY'S prior written approval, any lift station maintenance, repair or replacement when the estimated costs for such exceeds \$4,000.00, or the MEMBER AGENCY'S budgeted amount is exhausted.
- 4. When a lift station maintenance, repair or replacement is required under emergency conditions, SAM will make such maintenance, repair or replacement immediately and inform the MEMBER AGENCY. MEMBER AGENCY shall within thirty (30) days, upon SAM's rendering of an itemized billing therefor, reimburse SAM for all costs it has incurred in making such maintenance, repair or replacement if the costs exceed \$4,000.00, or the MEMBER AGENCY'S budgeted amount is exhausted.
- 5. SAM will provide the following reports to each of the SAM member agencies:

#### (a) Immediate Action Report

This will be a notice to a member agency that a capital repair or replacement is necessary on a timely basis to prevent a major pump station failure. If the situation is urgent, this report will be preceded by immediate notification upon detection of the problem.

#### (b) Monthly Lift Station Maintenance Report

This report shall contain:

- (i) a balance sheet showing expenditures on behalf of member agency, year to date expenditures, total annual budget amount, and annual budget amounts unexpended, and a summary of intended repair expenses, for: A. lift station parts.
  - B. lift station contractual services.
- (ii) a summary report for collection mechanic hours.

- (iii) an update of annual summary report for collection mechanic hours.
  - (iv) an update of annual detail report of lift station maintenance hours specific for each member agency and each lift station.
    - (v) a detail and summary reports for each member
      agency regarding:
      - A. incomplete work orders.
      - B. complete work orders.
      - C. part receipts.

#### (c) Annual Report

This report, at the end of each fiscal year, will provide to each member agency a summary of work performed. The summary will include a listing of all repair and replacement work performed, total man-hours spent in each member agency lift station, money spent in vendor services and parts purchased for the year.

#### (d) Other Reports

Other reporting includes a monthly Collection System Matters report to the Regional Board in the SAM Monthly NPDES Report and, in the event of a lift station overflow, Overflow Reports. In the case of an overflow, the member agency also will be immediately advised.

#### (e) Inventory Report

SAM will provide quarterly inventory reports describing common spares stocking and member agency specific stocking.

#### (f) Special Reports

By agreement between SAM and a member agency, a special report will be prepared by SAM and provided to the member agency in accordance with the terms and conditions of the Agreement.

6. Provision of administrative services on behalf of the MEMBER AGENCY. Such administrative services shall consist of the following; and shall be performed and charged for at the hourly rates as set forth in the annual Collection System Budget:

#### (a) Connection Permit Review

Review of sewer connection permit applicant's plans for proper identification of intended use and a review of MEMBER AGENCY'S collection system plans for availability of sewer service. Inspection of intended site location will be made for identification of appropriate conditions. All of the above will be summarized in a letter to the MEMBER AGENCY, with recommendations.

#### (b) Plan Review

Review of documents submitted by MEMBER AGENCY related to planning permit applications for review and recommended conditions of approval, and response to questions asked by the MEMBER AGENCY related thereto provided they are within the scope and ability of SAM to respond and under terms to be agreed upon by SAM and the MEMBER AGENCY.

#### (c) Connection Inspections

Provide inspection of those lateral sections and clean outs installed in public rights of way and all connections to the public sewer lines of the MEMBER AGENCY. Inspection would be for conformance with the rules and regulations of the MEMBER AGENCY.

#### (d) Other Administrative Services

SAM will, subject to supplemental agreement and budgeting therefor, undertake additional administrative services, such as the inspection of public sewer main extensions, under terms to be agreed upon by SAM and the MEMBER AGENCY.

7. Notify the MEMBER AGENCY of any situation which comes to the attention of SAM, as a result of its provision of Extended Services under the Agreement, which needs the attention of the MEMBER AGENCY and is beyond the scope of the Extended Services to be provided by SAM under the Agreement.

### **ATTACHMENT 3**

Overflow Emergency Response Plan (OEPR)-Hand Book





# Montara Water and Sanitary District

# OVERFLOW EMERGENCY RESPONSE PLAN HANDBOOK

Updated August 2014



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Introduction 1-1

#### **DEFINITIONS**

SEWAGE OVERFLOW – any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.

LATERAL SEWER, also referred to as lateral, sewer lateral, side sewer or building sewer means a sewer connecting a building to a main sewer either directly or indirectly, per Section 21.04.010 of Title 21, Sanitary District No. 2 of Marin County. The lateral sewer includes the pipe 2 feet from the exterior building foundation to the main, including the connection fitting to the main.

MWSD- Montara Water and Sanitary District

SSO – Sanitary Sewer Overflow

#### **CUSTOMER RELATIONS**

It is important for employees to communicate effectively with homeowners or residents within MWSD, especially in sewage backup situations. How we communicate - on the phone, in writing, or in person – is how we are perceived. Good communication with the homeowner results in greater confidence in our ability to address the problem satisfactorily, less chance of having the homeowner prolong the claims process, and less chance of him/her exaggerating the damage done to the property.

As a representative of the District, you will occasionally have to deal with an irate homeowner. A calm reasonable homeowner can become unreasonable and irate should he/she perceive us as being indifferent, uncaring, unresponsive, or incompetent. Although sometimes difficult, effective management of a sewage backup situation is critical. If it is not managed well, the situation can get out of hand and the District can end up with a costly prolonged battle. We want the homeowner to be assured that the District is responsive and the homeowner's best interest is a top priority.

Introduction 1-2

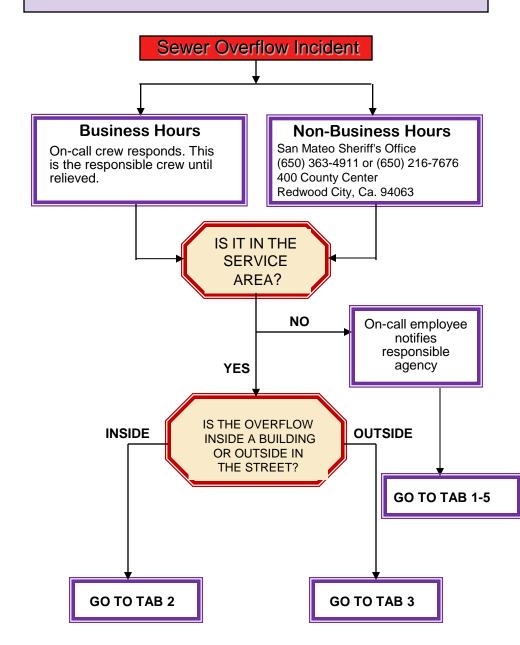
#### A FEW COMMUNICATION TIPS

1. Give the homeowner ample time to explain the situation, listen attentively to the homeowner's concerns, and take notes.

- 2. As soon as possible, let the homeowner know that you will find the source of the problem and will have it corrected as quickly as you can.
- 3. Acknowledge the homeowner's concerns. For example, if the homeowner seems angry or worried about property damage, say something like, "I understand you're concerned about the possible damage to your property, but we will have a professional clean-up crew restore the area, and our insurance company will take care of any repairs or losses you may have as a result of this incident."
- 4. Express regret, on behalf of the District, for any inconveniences caused by the incident.
- As much as possible, keep the homeowner informed on what is being done and will be done to correct the problem.
- 6. Keep focused on getting the job done in a very professional manner.

  Don't wander from the problem with too much unnecessary small talk.
- 7. Don't find fault or lay blame on anyone.
- 8. Make sure the homeowner has the name and telephone number of persons to contact at the District and our stand-by cell number :000000
- 9. Make sure someone follows up with a telephone call to ensure everything is being handled as it should be.

Initial Call 1-3



#### Emergency Assistance Staff Call-Out List 1-4

Call stand-by duty assignee for assistance.

Employee Cell Phone No. Email.

SAM General # (650) 726-0124 susan@samcleanswater.org

Anthony Pullin
SAM Technical Services Supervisor
Phone (650) 726-0124

tony@samcleanswater.org

Cell: (650) 863-2664

Tim Costello Asst. SAM Technical Services Supervisor Phone (650) 726-0124

If there is no response when calling these numbers, please call the following employees who will decide how to handle the matter.

Kevin Antonelli Cell 650-438-1938 Gabriel Aguilar Cell (650) 303-7935

kantonelli@samcleanswater.org gaguilar@samcleanswater.org

Clemens Heldmaier Montara Water and Sanitary District Manager Phone (650) 728-3545

Page revision: August 2013

# Agencies to Contact within 2 Hours if SSO reaches a Drainage Channel or Surface Waters

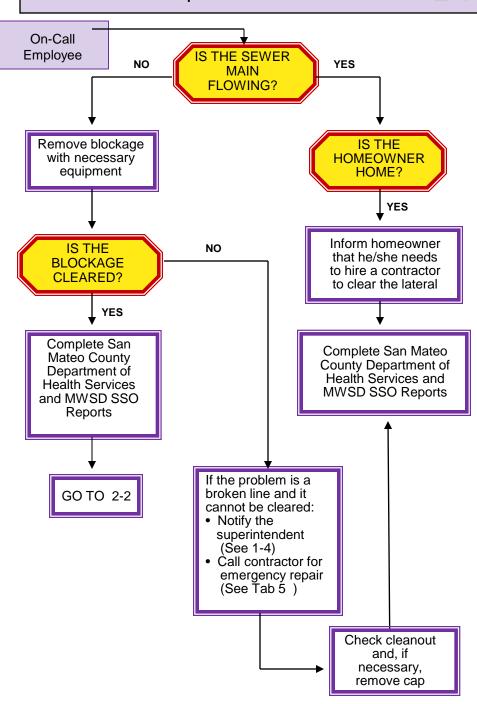
1-5

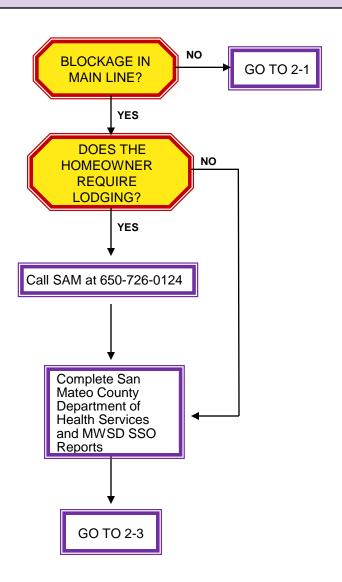
Office of Emergency Services:

800-852-7550

- Get and record a tracking number
- California Water Resources Control Board (RWQCB):
  - Via Internet at <a href="http://ciwqs.waterboards.ca.gov/ciwqs/">http://ciwqs.waterboards.ca.gov/ciwqs/</a>
- County of San Mateo Public Safety Communications Center 650-366-5773 - Dispatch Center 650-363-4915

Alternate line: Public Health Officer 650 573-2346





Whenever there is a possibility of property damage, have the homeowner contact the SAM General Manager and Montara Water and Sanitary District for a copy of the District's claim form:

SAM – Sewer Authority Mid-Coastside 1000 N. Cabrillo Hwy, Half Moon Bay, CA 94019

Montara Water and Sanitary District 8888 Cabrillo Hwy Montara, CA 94037 Phone number: 650-728-3545

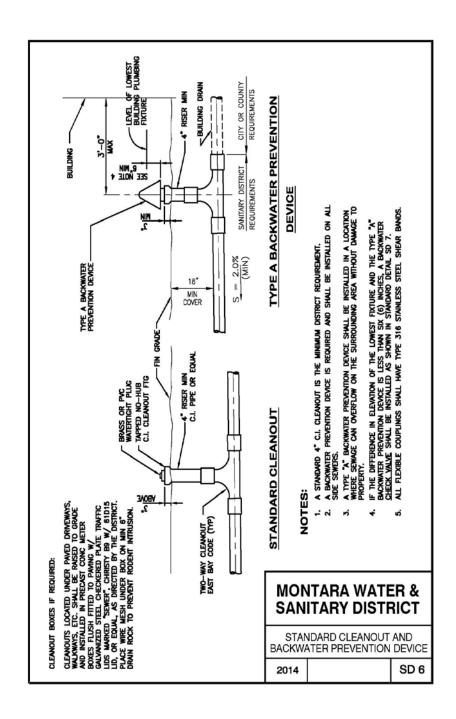
Unless otherwise directed by the District Manager, whoever responds first to the sewer backup should complete the Sewer Overflow Report Form (see Tab 6) before leaving the site of the sewer backup, if at all possible. Take as many photos as needed to accurately represent the extent of the damage. The information requested on the form may be

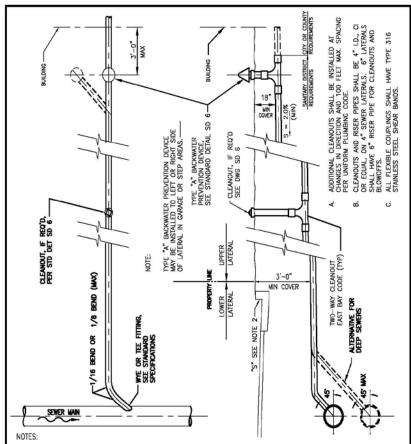
very important to a fair settlement of a claim.

If it is determined, after a sewer backup, that the homeowner does not have a Backflow Prevention Device (BPD), explain that one is needed to prevent future backups into the home. Tell the homeowner that when there is a blockage in the sewer system, it would normally rise through a manhole and flow to the surrounding area. Explain that if the house plumbing is below the level of an overflowing manhole it can back up through a lateral line and enter the home. After this explanation, do the following:

- Tell the homeowner that he/she is responsible for having a BPD installed.
- 2. Explain that it's a plumber's job and the cost varies depending on the complexity of the job.
- Tell the homeowner that the District has to approve the BPD and installation. Explain that the plumber should contact the District at 650-728-3545 to obtain a Sanitary Sewer Permit for approval prior to installation of the Backflow Prevention Device.
- 4. If necessary, use the BPD diagrams (2-5 and 2-6) to explain how the BPD works.
- Answer whatever questions that come up as best you can, but refer the homeowner to the office of Montara Water and Sanitary District for additional information.
- 6. If the homeowner expresses interest in Backflow Prevention Devices have him or her contact the District office at 650-728-3545 for a copy. The same section for BPD can be viewed on Tab 2-8.

### Backflow Prevention Device and Cleanout 2-5



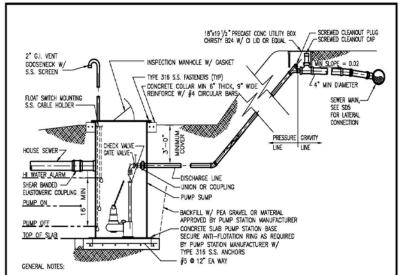


- WHEN A LATERAL SEVER IS INSTALLED IN ADVANCE OF THE BUILDING SEWER, IT SHALL BE TERMINATED AT OR NEAR THE PROPERTY LINE. THE END OF THE LATERAL SHALL BE MARKED WITH A 4" x 4" REDWOOD STAKE, PAINTED GREEN, FROM THE TOP OF THE PIPE TO A MINIMUM OF 6" ABOVE THE FINISHED GROUND SURFACE.
- WHERE CONCRETE CURBS AND GUTTERS EXIST OR ARE TO BE A PART OF AN IMPROVEMENT, EACH SIDE SEWER SHALL BE
  PERMANENTLY LOCATED BY IMPRINTING OR CHISELING AN "S" (3" size) IN THE FACE OF THE CURB VERTICALLY ABOVE THE
  SEWER PIPE.
- BACKFILL SHALL NOT BE PLACED UNTIL PIPE INSTALLATION HAS BEEN INSPECTED AND APPROVED BY THE DISTRICT. PIPE BEDDING 3" AROUND PIPE ON PRIVATE PROPERTY MAY BE SAND WHERE REQUIRED BY COUNTY BUILDING PERMIT.
- TYPE A BACKWATER PREVENTION DEVICE (CONTRA COSTA RELIEF VALVE, ALSO KNOWN AS MUSHROOM CAP) SHALL BE INSTALLED ON A 4" MINIMUM RISER PIPE NOT MORE THAN 3' FROM BUILDING WALL, PER STANDARD DETAIL SDS.
- LAERAL TRENCHES IN AREA OF PUBLIC STREET CURB, GUTTER AND SIDEWALK SHALL BE COMPACTED THE SAME AS TYPICAL TRENCH DETAIL SD 4. AREAS AROUND NEW CONCRETE CLEAN-OUT BOXES SHALL BE SOILS TESTED TO 90% COMPACTED. COMPACTOR IS TO USE WHATEVER MEANS NECESSARY TO ACHIEVE 90% COMPACTION.

# MONTARA WATER & SANITARY DISTRICT

TYPICAL SIDE SEWER DETAILS

2014 SD 5



THE MINIMUM REQUIREMENTS FOR A RESIDENTIAL SEWACE PUMPING STATE CONNECTING AS SINGLE RESIDENCE OR EQUIVALENT TO THE DISTRICT'S SYSTEM ARE SPECIFED BELOW. THE DISTRICT ACCEPTS NO RESPONSIBILITY FOR THE DESIGN, OPERATION OR MAINTENANCE OF THE PRIVATELY OWINDE AND OPERATION SYSTEMS. ALL WORK SHALL COMPLY WITH THE UNIFORM PLUMBING AND BUILDING CODES.

#### MANUFACTURERS:

ALL EQUIPMENT AND ACCESSORIES SHALL BE INDUSTRY STANDARD MANUFACTURED ITEMS AND THOSE COMING IN DIRECT CONTACT WITH SEWAGE SHALL BE SPECIFICALLY MANUFACTURED FOR SEWAGE USE.

#### PUMPS:

DUMPS SHALL BE SUBMERSIBLE SOLIDS HANDLING OR GRINDER TYPE SEMAGE PULIPS. PULIP MOTORS FOR RESIDENTIAL SERMICE SHALL BE EXPLOSION PROOF OR MEET CLASS. 1, DMSION 2 REQUIREMENTS PER NEC. ALL COMMERCIAL INSTALLATIONS SHALL CONSIST OF DUPLEX EXPLOSION PROOF PUMPS EACH RATED FOR TOTAL LOADING. ALL PULIP MOTORS SHALL BE UL LISTED.

#### PUMP SUMP:

THE PUMP SUMP SHALL BE CONSTRUCTED OUT OF NONCORROSINE MATERIAL OF SUITABLE STRENGTH TO MINISTAND
HYDRAULIC AND EARTH LODAS. THE PUMP SUMP SHALL BE A
MINIUM 35° DEEP WITH A MINIUM CAPACITY OF 200 GALLONS
AND SHALL BE PROVIDED WITH A FOUR (4) MINIMUM INLET.
IN ANY CASE THE INLET I.D. SHALL BE EQUAL TO OR GREATER
THAN THE BUILDING PUMBING STUB. THE TOP OF THE PUMP
SUMP SHALL BE SECURELY ANCHORED TO THE PUMP SUMP BOLTS, AND ALL JOINTS BETWEEN THE COMPONENT PARTS SHALL
BE SEALED WITH A WATERPROOF MASTIC.

#### ELECTRIC POWER SERVICE:

THE POWER REQUIREMENTS SHALL BE AS RECOMMENDED BY PACIFIC GAS AND ELECTRIC COMPANY.

#### ELECTRICAL WORK AND CONTROLS:

ALL ELECTRICAL WIRING AND INSTALLED CABLING, CONDUIT AND CONTROLS SHALL MEET NEC CLASS 1, DIVISION 2 REQUIREMENTS AND CONFIGN TO THE REQUIREMENTS OF THE CITY OR COUNTY. THE ELECTRICAL CONTROLS SHALL PROVIDE ADEQUATE PROTECTION FOR MOTOR AND EQUIPMENT. THE ELECTRICAL CONTROL PANELS SHALL MEET NEC AND UL STANDARDS FOR SAFETY. OUTDOOR PANELS SHALL BE WEATHER TIGHT NEMA 4X. INDOOR PANELS SHALL BE WEATHER TIGHT NEMA 4X.

FLOAT SWITCH ASSEMBLY AND HIGH-WATER ALARM: A VISIBLE RED LIGHT AND AUDIBLE HIGH WATER ALARM SHALL BE PROVIDED. THE HIGH WATER ALARM SHALL BE ACTIVATED BY A DEDICATED FLOAT AND SHALL HAVE BATTERY BACKUP, ALL FLOAT SWITCHS SHALL HAVE GAS-TIGHT MOUNTNICS.

#### ENT FOR PUMP SUMP:

WHERE SYSTEM IS LOCATED WITHIN THE DWELLING, A VENT TWO (2) INCHES OR LARGER SHALL BE PROWIDED. WHERE SYSTEM IS LOCATED OUTSIDE THE DWELLING, A TWO (2) INCH OR LARGER YENT SHALL BE EXTENDED TO A POINT TEN (10) FEET ABOVE THE PUMP SUMP COVER.

#### DISCHARGE LINE:

THE PRESSURE PORTION OF THE DISCHARGE LINE SHALL INCLUDE A CHECK VALVE, GATE VALVE AND FLEXIBLE COUPLINGS AND SHALL BE A MINIMUM 1/2" DIWAFER KARGER THAN THE PUUP DISCHARGE. ALL PIPE, VALVES AND COUPLINGS SHALL CONFORM TO THE STANDARD SPECIFICATIONS. THE GRAVITY PORTION OF THE DISCHARGE LINE SHALL BE FOUR (4) NCH WINNIUM DIWAFER PIPE, SHALL MEET THE DISTRICT REQUIREMENT FOR SIDE SEWERS AND SHALL PROVIDE A WINNIUM TWELVE (12) INCH VERTICAL DROP AT THE JUNCTION WITH THE PRESSIRE INF.

#### SHALLOW SEWER MAIN CONNECTION

# MONTARA WATER & SANITARY DISTRICT

RESIDENTIAL SEWERAGE PUMPING SYSTEM

2014 SD 17.0

# Sanitary Code for Backflow Prevention Device (BPD)

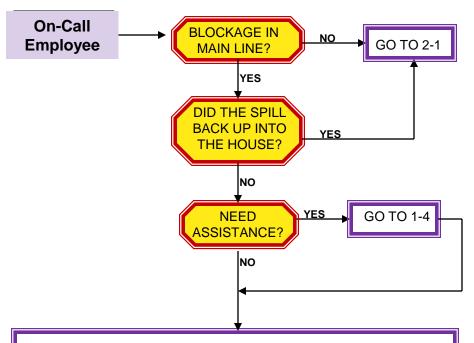
2-8

#### TITLE 21

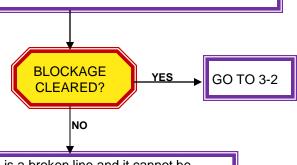
Montara Water and Sanitary District

Section 3-5.800: BACKFLOW PREVENTION DEVICES

Backflow Prevention Device. A backflow prevention device ("check valve") shall be located and installed in accordance with the requirements, specifications and standards of the District in such manner as to be accessible for inspection and repair at all times, and, unless such device is readily accessible within a building, structure, or other enclosed improvement, it shall be enclosed in a watertight masonry pit fitted with a removable cover. The owner of the Parcel with respect to which a backflow prevention device has been installed shall be responsible, at no cost to the District, for the operation, maintenance, repair and replacement of said device

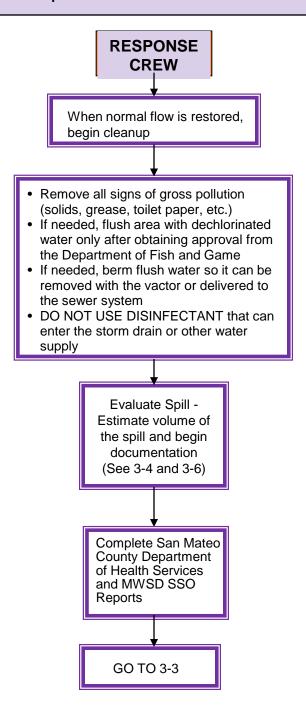


- Divert spill away from sensitive areas (schools, playgrounds, etc.)
- Set up cones and barricades for lane closures until spill is completely removed
- Contain spill and return it to system, if possible
- If spill cannot be contained, post "WARNING RAW SEWAGE" signs to warn public
- Check upstream and down-stream manholes to identify location and cause of blockage
- Position equipment at manhole and work towards the blockage
- Take precautions to prevent secondary overflows down-stream



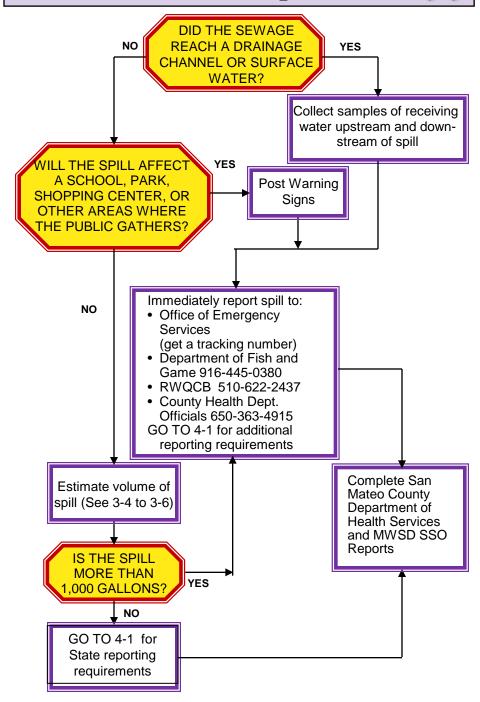
If the problem is a broken line and it cannot be cleared:

- Notify the superintendent (See 1-4)
- Call contractor for emergency repair (See Tab 5)



### Outside Response

3-3



Page revision: August 2013

#### METHOD 1: EYEBALL ESTIMATE

This method can be useful for small spills up to 100 gallons. To use this method, imagine the amount of water that would spill from a bucket or barrel. A bucket contains 5 gallons and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and multiply by 50 gallons.

#### METHOD 2: MEASURED VOLUME

Most small spills can be estimated with this method. The shape, dimensions, and depth of the spilled wastewater are needed. The shape and dimensions are used to calculate the area of the spill and the depth is used to calculate the volume.

Step 1 - Sketch the shape of the contained sewage

Step 2 - Measure or pace off the dimensions

Step 3 - Measure the depth at several locations

Step 4 - Convert the dimensions including depth to feet Step 5 - Calculate the area using the following formulas:

Rectangle

Area = length x width

Circle Area = diameter x diameter x 0.785

Triangle Area = base x height x 0.5

Step 6 - Multiply area times the depth to obtain volume in cubic feet

Step 7 - Multiply the volume by 7.5 to convert it to gallons

#### METHOD 3: DURATION AND FLOW

This method is used when it is difficult or impossible to measure area and depth. The volume of the spill is estimated by multiplying the duration (in hours or days) by the flow rate (in gallons per hour or gallons per day).

#### Duration

The time elapsed from the start of the spill to the time the spill has stopped. The following are some approaches that can be used to estimate duration.

Start time: Initially, there will be limited deposits of grease and toilet paper at the spill site. After a few days, the grease forms a light-colored residue. After a few weeks, the grease turns dark and the quantity of toilet paper and other materials will increase. These changes can be used to estimate start time in the absence of other information.

End time: The time is estimated by observing the "blow down" that occurs when the blockage has been removed.

#### Flow Rate

Flow rate is the average flow leaving the sewer system at the time the spill has stopped. Three ways to estimate the flow rate are:

San Diego Manhole Flow Rate Reference Sheet (See 3-5). This sheet shows the sewage flowing from a manhole cover for a variety of flow rates.

Changes in flows in the downstream flow meters can be used to estimate the flow rate during the spill (better for large SSOs).

Once the location of the spill is known, the number of upstream connections can be determined from the field maps. Multiply the number of connections by 150 gallons per day per connection or 8-10 gallons per hour per connection.

Once the duration and flow rate have been estimated, the volume of the spill is the product of duration in hours or days times the flow rate in gallons per hour or gallons per day.



Wastewater Collection Division (619) 654-4160













All photos were taken cluring a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.







City of San Diego Metropolitan Wastewater Department



#### SSO INITIAL NOTIFICATION:

Any discharge of sewage that results in a discharge to a drainage channel or a surface water, District Staff shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, County Health Department Officers, and the Regional Water Quality Control Board.

As soon as possible, but no later than twenty-four (24) hours after becoming aware of a discharge to a drainage channel or surface water, the District Staff shall submit to the Regional Water Board a certification that the State Office of Emergency Services and the County Health Officers have been notified of the discharge.

#### SSO (SANITARY SEWER OVERFLOW) CATEGORIES

#### Category 1 Discharge:

Discharge of sewage resulting from a failure in District's sewer system that: equal or exceed 1000 gallons; results in a discharge to a drainage channel and/or surface water; or a discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system.

#### Category 2 Discharge:

Any other discharge resulting from a failure in the District's sanitary sewer system. (Private Laterals not counted, optional reporting.)

#### SSO REPORTING TIME FRAMES

<u>Category 1</u> SSOs, in addition to the above initial notification requirements, shall be reported as soon as: the District Staff has knowledge of the discharge; reporting is possible; and reporting can be provided without substantially impeding cleanup or other emergency measures. Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible but no later than three (3) business days after the District is made aware of the SSO. A final certified report must be completed within fifteen (15) calendar days from the conclusion of the SSO response and remediation.

<u>Category 2</u> SSOs must be reported to the Online SSO Database within thirty (30) days after the end of the calendar month in which the SSO occurs.

#### NO-SSOs REPORTING TIME FRAMES

<u>NO SPILL Reports</u>: Each Month the District must enter a report and that there have been no spills that month. Certification can be done once every three months, but every month is advisable.

#### SSO ELECTRONIC REPORTING SYSTEM (ERS)

After a SSO event staff must submit SSO reports through the State Water Board's web-based SSO ERS at <a href="http://ciwqs.waterboards.ca.gov/ciwqs/">http://ciwqs.waterboards.ca.gov/ciwqs/</a>. The General Manager and Sam Technical Services Supervisor are authorized to report on the State SSO ERS.

#### ANNUAL REPORT

An annual report for the January 1 to December 31 reporting year must be submitted no later than March 15 of the following year. At a minimum, the annual report must include the following:

- One or more charts showing trends in the number, volume, and causes of SSOs, and by location of SSOs, experienced during the reporting year.
- Discussion or any data and potential deficiencies/redundancies in the monitoring system of reporting program.

The report must be certified and signed by either a principal executive officer or a ranking elected official. The report must be certified with the following statement:

"I certify under penalty of law that this document and all attachments are prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Submit one paper copy (required) of the report and one electronic PDF copy (requested but not required).

If the contracted services require more than one day of work, the expenditure must be authorized by the District Superintendent.

#### For Pipe Excavation and Force Main repair call:

SAM – First Responder Andreini Bros, 151Main St, Half Moon Bay Dave Mossa Excavation, Montara Pacific Trenchelss Inc. Oakland D'Arcy and Harty, San Francisco Half Moon Bay Sealing & Paving, Half Moon Bay	650-726-0124 650-726-2065 (C) 650-868-9673 415-559-0983 415-822-5200 650-726-3588
For Plumbers call:	
Rooter Rooter & Plumbing (San Metao)	650-726-5766
Miramar Plumbing	650-726-5524
Whistle Plumbing	415-412-3727
Bayshore Plumbers	650-323-6464
Certified Plumbing & Rooter	650-219-4788
For Electrical Technicians call	
Calcon Systems, San Ramone	925-277-0665
Telstar, Inc.	925-671-2888
For Electrical and Pump Supplies call	
Toshiba Supplier (VFD's)	925-671-2888
ABB VFD supplier (Hung Fok, Telstar)	925-671-2888
Direct Logic PLC Supplier	925-671-2888
Shape Incorporated, Flygt Pumps	925-485-9720
For welders call:	
Princeton Welding, Inc	650-728-3600
Alliance Welding Supplies	888-414-6363
Zappetini Welding (Russ)	415-454-2511
Irish Welding	415-488-0230

# Contractors for Emergency Repairs (cont.) 5-2

For large (5,000 gallons) tank truck call: Presidio Systems IncMike Schratz 290 Rickenbacker Circle, Suite 100 Livermore, CA 94551	925-456-8400 (C) 925-575-0175
Universal Environment (Benicia) Synagrow Technologies (headquarters in Coron Suisun City Office Daniel Miller Redwood Sanitary Service	707-747-6699 (a) 909-277-2662 707-438-3730 (C) 510-772-1837 707-762-1610
For small (2,000 gallon) tank truck call Roto-Rooter Roy's Sewer Service For Emergency Pumps and Storage Tanks	415-898-2700 707-763-0226
Rain For Rent 5301 Live Oak Avenue	Phone: 925-679-2803
Oakley CA 94561	Fax: 925-679-2839
Pac Machine 526 gateway Plaza Dr. Benicia, CA, 94510	707-746-4940
For diesel fuel call Royal Petroleum (24 hrs) or Bay Cities Oil	415-454-4066 800-937-2266

### ATTACHMENT 4

Sanitary Sewer Overflow and Backup Response Plan Overview







# Sewer System Management Plan (SSMP)

-Summary Discussion-

The Management of our Community Sewer Collection System

What the Public Never Sees



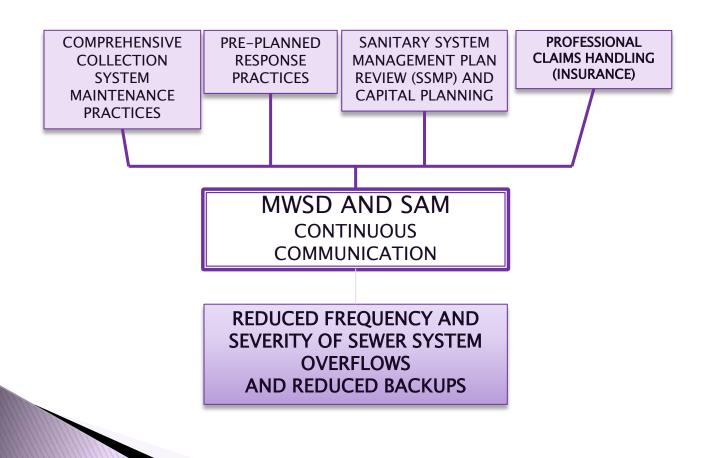
## Goal

It is the goal and desire of the management and crew of Montara Water and Sanitary District to KEEP OUR LOCAL WATERS CLEAN by combining the best possible service to the public with the stewardship and protection of the environment reaching far beyond our times.



# SANITARY SEWER OVERFLOW AND BACKUP RESPONSE PLAN

# MONTARA WATER AND SANITARY DISTRICT – OVERVIEW PRESENTATION



### **Table of Contents**

District Mission Statement Channels of Communication

Methods of Communication Emergency Contact Information Vender Contact information Emergency Contractor List

SSO Reporting

SAM and District Responsibilities Estimating flows Back-ups into Buildings

Responding to a Sewer Back Up Responding to a Sewer Overflow Public Notifications Ordinances

# Montara Water and Sanitary District's Mission Statement:

To sensitively manage the natural resources entrusted to our care, to provide the people of Montara and Moss Beach with reliable, high-quality water, wastewater, and trash disposal services at an equitable price, and to ensure the fiscal and environmental vitality of the district for future generations.

### SSO & Response Plan Goals:

The purpose of this Sewer System overflow and Response Plan document is to assist both District Staff and the public in the steps required to safely and affectively prevent and manage sewer system back-ups and overflows, protecting workers, the public and the environment.

### **CHANNELS OF COMMUNICATION**

Public
District
SAM Responders
Emergency Contractor (if required)
Reporting to State (if required)
SAM conclusion back to District
MWSD Certification (when reported to State)

### **VENDER CONTACT INFORMATION**

MISC HARDWARE: Coast Side Hardware
PUMPS for Pump Stations: Calcon, Shape, Inc
GENERATORS: Peterson Power, Multi-quip
PIPE SUPPLIERS: Ferguson, Groeniger, P&F
HDPE WELDING: Princeton Welding
CIPP SPOT REPAIRS: NorCal Pipe Lines

PIPEBURST SPOT REPAIRS: Pacific Trenchless, Inc

# EMERGENCY CONTRACTOR CONTACT INFORMATION:

SAM: ON-CALL FIRST RESPONDERS

CLASS A: Andreini Brothers, Mossa

ELECTRICIANS: Calcon, Telstar

Trucks:

Emergency Pumps RENTAL: Rain For Rent, PAC Machine, PSE, ETC

**Emergency Power RENTAL: Peterson Power** 

CONTRACT RESPONDERS: Roto-Rooter, Roy's Sewer Service

Name	Title	Responsibility	Contact Information
Name	Hue	responsibility	Contact information
Clemens Heldmaier	MWSD District Manager	Receives alerts regarding SSOs from residents within MWSD service area; reports SSOs to SAM Receptionist, SAM Manager, or SAM Technical Services Supervisor (Staff)	(650) 728–3545 mwsd@coastside.net
Julian Martinez	MWSD District Superintendent of Operations	Head Sewer and Water System field management, first responder coordination for District Staff, Reports SSOs to SAM Staff	(650) 728–3545 Cell: (650)766–6986 julian@coastside.net
Judy Gromm	MWSD Clerk	District Receptionist, Permit Processing, Reports SSOs to SAM Staff	(650) 728-3545 clerk.mwsd@coastside.net
Rob Hopkins	SAM Manager	Receives reports from HMB, GSD, and MWSD and Staff regarding SSOs in their respective service areas; receives alerts from the public regarding SSOs; notifies field crew to address the spill	(650) 726–0124
Anthony Pullin (Tim Castello, alternate)	SAM Technical Services Supervisor	Receives reports from HMB, GSD, and MWSD regarding SSOs in their respective service areas; receives alerts from the public regarding SSOs; notifies field crew to address the spill	(650) 726–0124 Cell: (650) 863–2664 tony@samcleanswater.org (timc@samcleanswater.org)
Gabriel Aguilar	Field Technician	Clean-up Response and Reporting	(650) 726–0124 Cell (650) 303–7935 gaguilar@samcleanswater.org
Susan Turbay	SAM Receptionist	Receives reports from HMB, GSD, and MWSD regarding SSOs in their respective service areas; receives alerts from the public regarding SSOs; notifies field crew to address the spill	(650) 726–0124 susan@samcleanswater.org
Magda Gonzalez	HMB City Manager	Receives alerts regarding SSOs from City of HMB residents; reports SSOs to SAM Receptionist, SAM Manager, or SAM Technical Services Supervisor	(650) 726–8272 mgonzalez@hmbcity.com
Larry Carahan	HMB Public Works Superintendent	Receives alerts regarding SSOs from City of HMB residents; reports SSOs to SAM Receptionist, SAM Manager, or SAM Technical Services Supervisor	(650) 726–7177 (650) 726–8260 (Main) cvoos@hmbcity.com
Chuck Duffy	GSD District Manager	Receives alerts regarding SSOs from residents within GSD service area; reports SSOs to SAM Receptionist, SAM Manager, or SAM Technical Services Supervisor	(650) 726-7093 gsd@granada.ca.gov

#### **ATTACHMENT 5**

District Pump Station Flow Statistics, Calculated & Measured
Sewer Pump Station Network
Sewer Pump Station Vicinity Map
Sewer Drainage Basin Map
Pump Stations Standard Operating Procedures Workbook



#### **Pump Station Flows**

Older collection systems in Northern California are subject to considerable I&I in heavy rain seasons and seasonal fluctuations of as much 5:1 AWWF. Due to I&I reduction programs and more recently measures for water conservation have reduced the ADWF by 37% below calculated use.

Pump Station design has to consider the average expected water use per EDU (based on lots, dwelling units and fixture units.) The following are design criteria used historically by the District to determine water flows into different parts of the collection systems and thus flows through different pump stations:

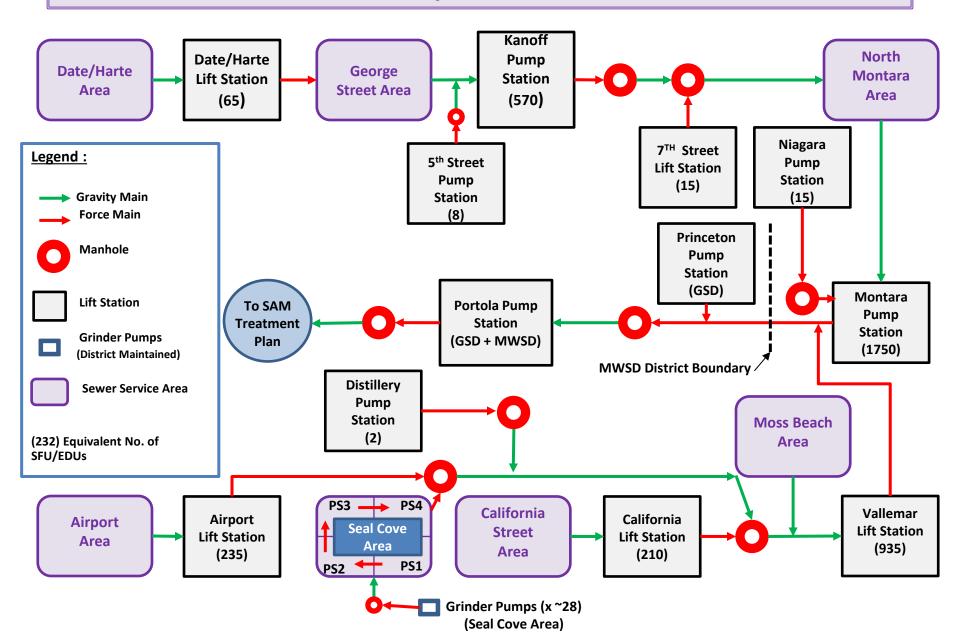
	MWSD Major Pump Station Flows Statistics - Calculated based on EDU estimated use		
	Pump Station	Estimated GPD ADWF	Est Avg. GPM ADWF
Moss			
Beach	Airport	52,000	36
	Seal Cove 1	1,600	1.1
re-pump	Seal Cove 2	3,800	2.6
re-pump	Seal Cove 3	6,500	4.5
re-pump	Seal Cove 4	15,000	10
	Vallemar *	210,000	146
Montara	5th Street	1,500	1.0
	7th Street	3,000	2.1
	Date/Harte	15,000	10
	Kanoff	127,000	90
	California	45,000	31
	Niagara	3,000	2.1
	SAM - Montara **	390,000	271
District	Totals – Calculated	ADWF Est. 600,000	417
	* Vallemar Pumps all of South Moss Beach into the SAM IPS		
	** Montara PS is a SAM operated station and pumps all on Montara into the IPS		

Based on the current SAM plant ADWF of 1.65 MGD (and some days even less) and the average flow percentage of MWSD ranging from 20 to 23%, the District flows measure compared to calculated flows are as follows:

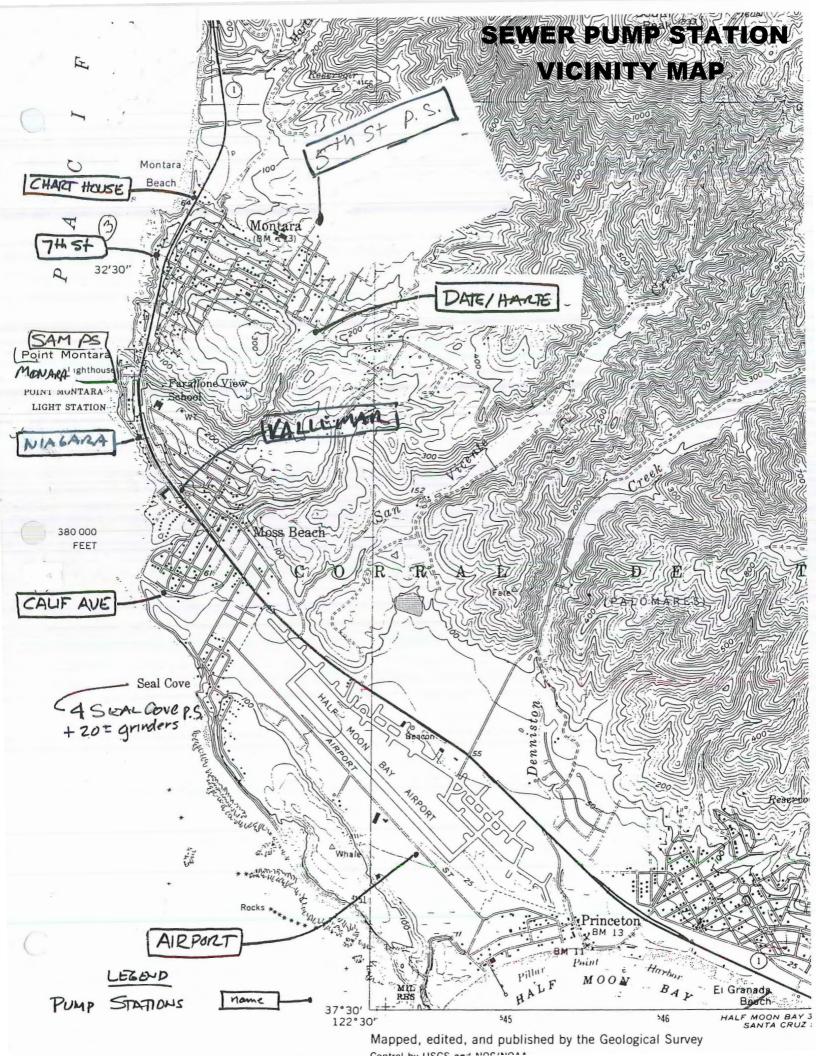
SEWER FLOWS WITH WATER CONSERVATION:						
MWSD Residential Sewage flows (Worst case assumes MWSD is 23% of SAM ADWF flows)						
Calculated flows Measured Flows % Below Design Units						
600,000	379,500		Total District Gallons/day			
250	158	63%	Gallons/(day average household)			
33	21		SCF/(day average household)			

Emergency Plans are still based of calculated flows for ADWF and 3 to 5 times those flows for AWWF (rainy seasons.)

# **Sewer Pump Station Network**



Notice Mandarw 2D Date Magazing Springs Magazing Springs Magazing Caprals ACY AM 50, 2012 13433



# **Pump Stations**

# MWSD Standard Operating Procedures

Workbook For:

- 1) Inspections
- 2) Lock-Out/Tag-Out
- 3) Site Specific Notes

(To be used in conjunction with SAM LOCKOUT/TAGOUT procedures)

# **Table of Contents**

Topic	Page
Regular Inspection	3
Monthly Inspection	5
Annual Inspection	6

### **Regular Inspections**

Regular Inspections are conducted daily, three times per week or twice per week

# **Inspect Site** Look for: Anything Broken Damage **Dumping** Ensure that everything is locked up Visually inspect to confirm that lights, readouts, fans, etc. are functional Next Page

### Regular Inspections - continued

Repeat the following for each pump:

- Choose a pump to inspect
- Set that pump to HAND and set the other pump to OFF
- Watch for wet well level decrease

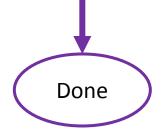
Return pumps to AUTO when done with inspections

Pump #1 Hand-Off-Auto

Pump #2 Hand-Off-Auto

Inspect the wet well and valves to ensure:

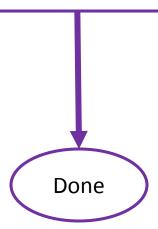
- No leaks, damage, etc.
- No animal nesting
- Appears to be in good condition



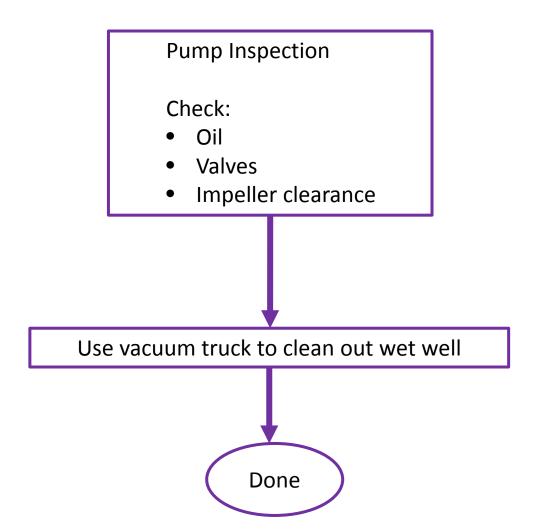
### **Monthly Inspection**

Test run generator

NOTE: This is the smaller shared 10kw, single phase generator stored at PS and shared with PS2 and PS3



### **Annual Inspection**



# **Pump Station**

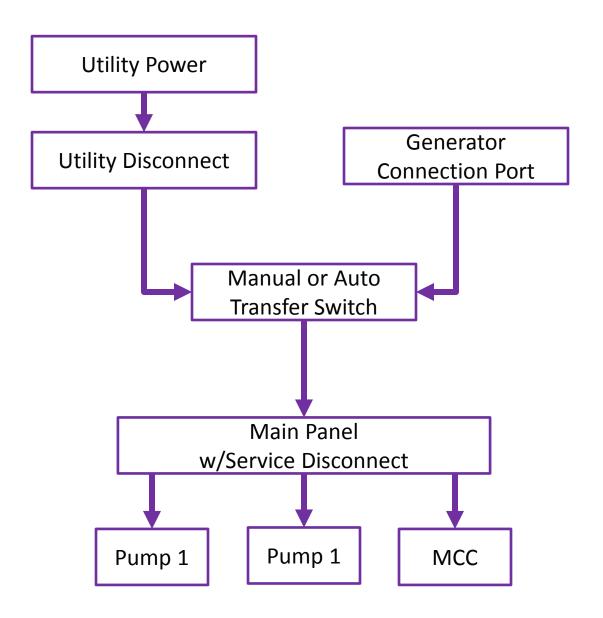


**Lockout/Tagout Procedures** 

# **Table of Contents**

Topic	Page
Pump Station Power Source Map	3
Complete Pump Station Electrical	5
Individual Pumps	6
General Lockout/Tagout	5

### Pump Station Power Source Map



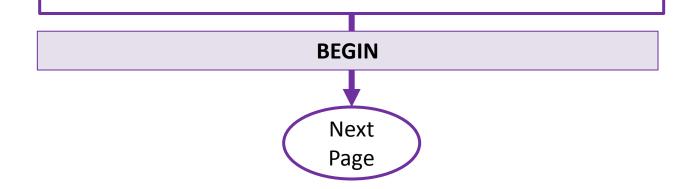
# Lockout/Tagout Procedures Entire Pump Station Electrical Shutdown

#### **Electrical LOTO Process:**

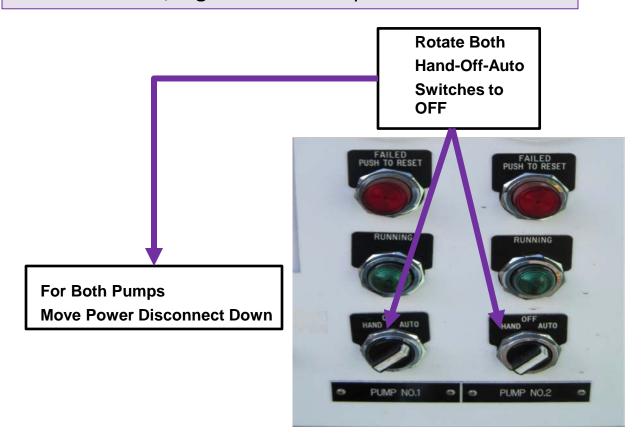
Because the pump station has power provided by the electrical utility and potentially by generator, care must be taken to disable all electrical energy sources. Always test before and after electrical shutdowns to verify that the power has indeed been locked out.

#### **Entire Pump Station LOTO Process Summary**

- Reduce the pump station's load
  - HAND-OFF-AUTO switch to OFF for BOTH pumps
  - Move both disconnects to OFF
  - OPTIONAL LOTO on these disconnects
- If the generator is connected and running, shut it down and allow it to stop before continuing
- Move the transfer switch into OFF position
- Insert a lockout device with tag onto the transfer switch
- Move the service disconnect in the panel to OFF
- Optional LOTO on this disconnect
- Open the main utility disconnect and attach a LOTO device with tag



### Lockout/Tagout Entire Pump Station Elec.



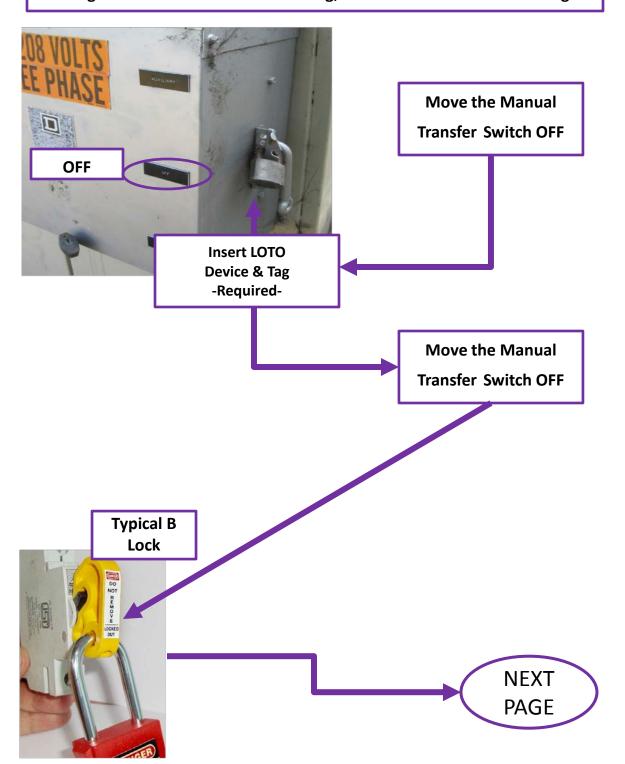


**Install Typical Breaker Lock** 

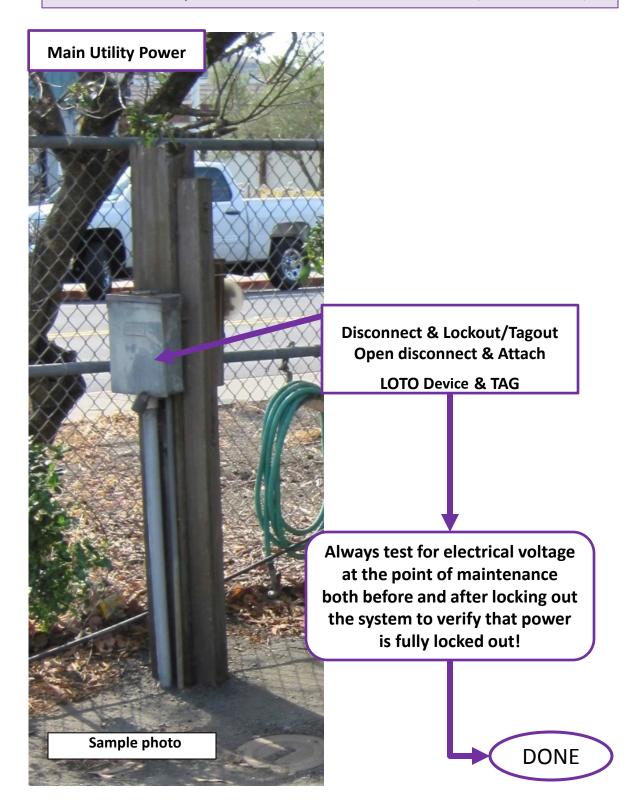


# Lockout/Tagout Procedures Entire Pump Station Electrical Shutdown (Continued)

If a generator is connected & running, shut it down before continuing



# Lockout/Tagout Procedures Entire Pump Station Electrical Shutdown (Continued)

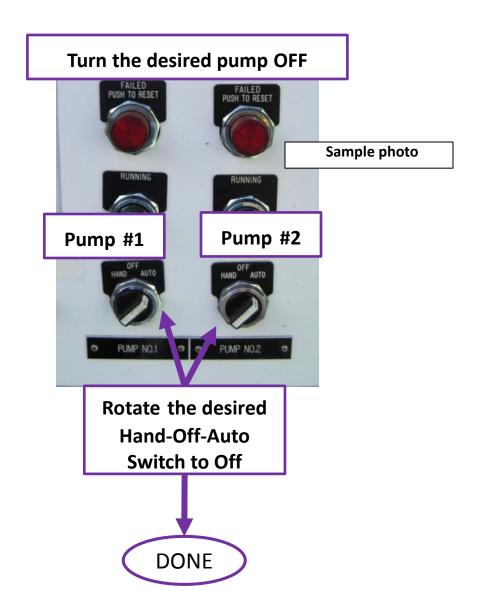


# Lockout/Tagout Procedures Individual Pump - Electrical LOTO

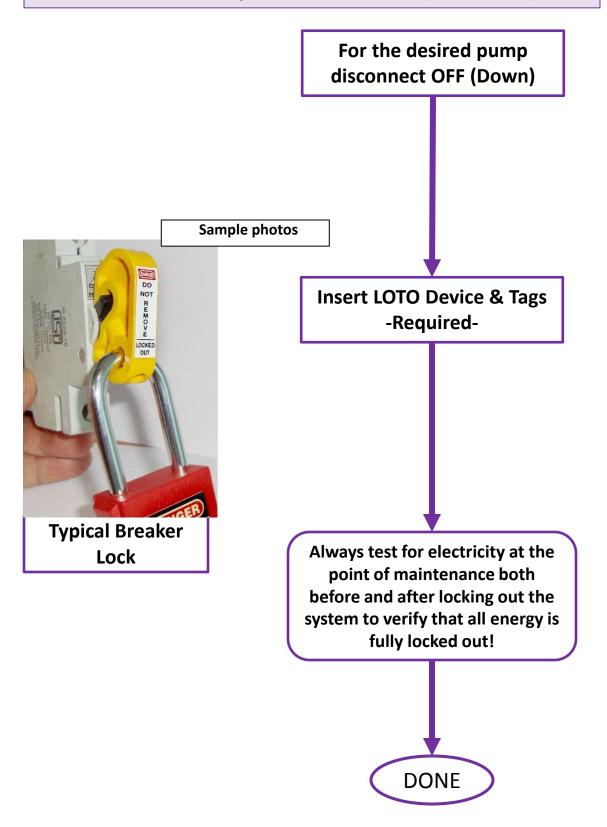
#### **Electrical LOTO Process Summary**

- Select the pump to lockout
- Rotate Hand-Off-Auto switch OFF
- Move the disconnect to off and insert a LOTO device with lock & tag
- Test and commence work

#### **Begin**



# Lockout/Tagout Procedures Individual Pump - Electrical LOTO (Continued)



#### General Lockout/Tagout Procedures

There are other items inside the Pump Station that at times may need to be locked out such as:

- Lighting
- SCADA
- EXHAUST Fans
- UPS
- Etc.

Generally, components such as these can easily be locked out by isolating it from its electrical supply; however, always account for additional energy forms such as:

- Potential (gravity) such as when an item is suspended on a hoist. It must be blocked from falling to be considered safe.
- Pressure and suction always valve off or use other means to isolate the section being worked in to assure safety.
- Thermal (temperature) Systems may operate at high temperatures. In these cases, the worker must be prevented from coming in contact to be considered locked out (allowing the item to fully cool while locking it out from rehea.ng during service is also an acceptable strategy)

Particularly with SCADA systems, watch out for small battery backups that may keep the power live despite the source power disconnected. Disconnect or lock these devices out when locking out equipment.

Always test for power both before and after locking out the system to verify that power is locked out!

# **Pump Station**



**SSO Emergency Response Plan** 

# **Table of Contents**

Topic	Page
Pump Station Information	3
Hazards and Cautions	5
Pump Station Network	6
Overflow Decision Tree	5
Decision Tree Guide	5
Spill Notification Procedures	5
Spill Containment	5
Pump Station Control System	5
Lockout / Tagout	5
Vendors	5
Local System Map	5

# **Pump Station Information**

Name	Pump Station:
Address:	
Lat, Long	
Sewer map	
Directions	See Site Specific Plans
1	

Draw Pump Station Location or Spill Location Here

# Pump Station Information Continued

Wet Well Capacity				
Area	Length	Width	Depth	Volume
Wet Well				
Storage Well	Feet	Feet	Feet	Gallons
Pump Capaci.es				

Pump	Pump/Motor Model & HP	Capacity
#1	hp	gpm
#2	hp	gpm
#3	hp	gpm
#4	hp	gpm

### **Backup Systems**

Backup Power: KW:

Pump Bypass: See Site Specific Plans

#### **HAZARDS & CAUTIONS**

#### **Traffic Control**

Follow the Manual on Uniform Traffic Control Devices (MUTCD), CalOSHA safety and CMSA personal protective equipment requirements to address traffic hazards when working in the public right of way. Provide detours as needed to keep vehicles from entering any spill areas. Consider the use of:

Barricades Cones

Signage Caution Tape

Flares Flaggers

Provide appropriate signage, cauion tape or other means to inform the public of the spill and keep them from any inadvertent contact.

#### **Obstacles and Crossings**

Must be considered if bypassing a failed force main, paricularly when crossing parking areas, driveways and roadways.

#### Safety Hazards

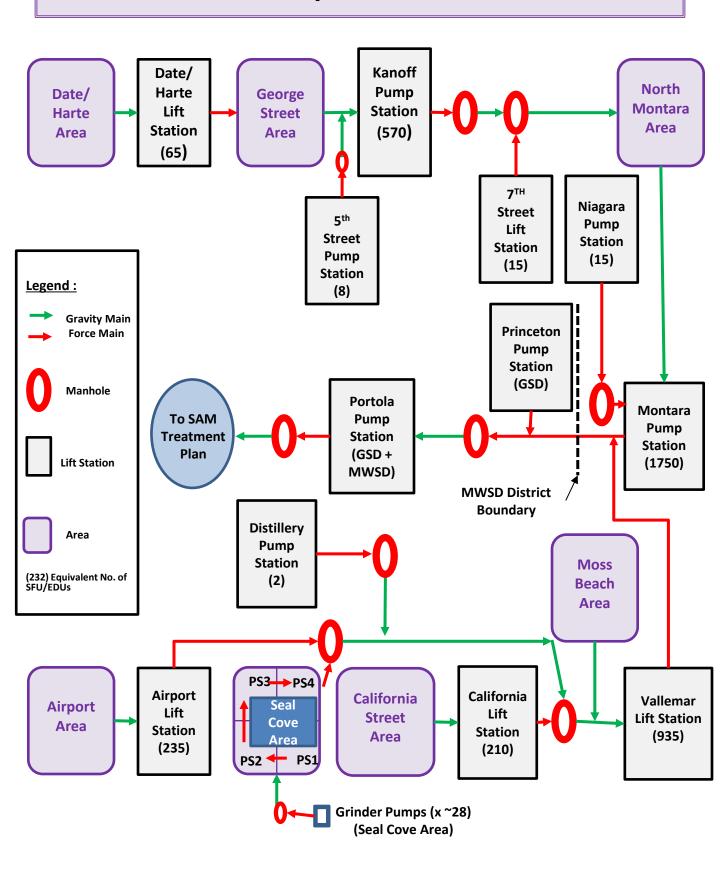
**Electrical Hazards:** Follow the SAM Lockout/Tagout (LOTO) procedures or the procedures contained in this document when de--energizing and locking out electrical equipment. Always verify that all forms of stored energy are controlled prior to initiating exposure.

**Sanitary Hazards:** Wear latex gloves under leather gloves and safety glasses when handling equipment contaminated with raw sewage (when splashing/ aerosols are likely to occur).

In addition to following good work practices and CalOSHA rules and regulations, always review and follow the CMSA's programs for:

Confined Space Entry	Lockout / tagout
Traffic Control	PPE Selection & USE
Respiratory Protection	Any other policy, safe practice or rule, as required

## **Sewer Pump Station Network**

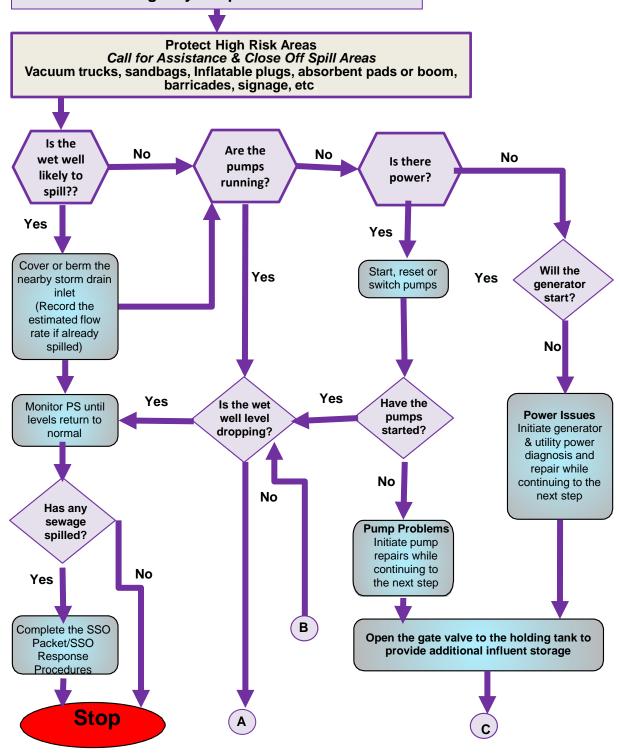


# Pump Station Network - Continued

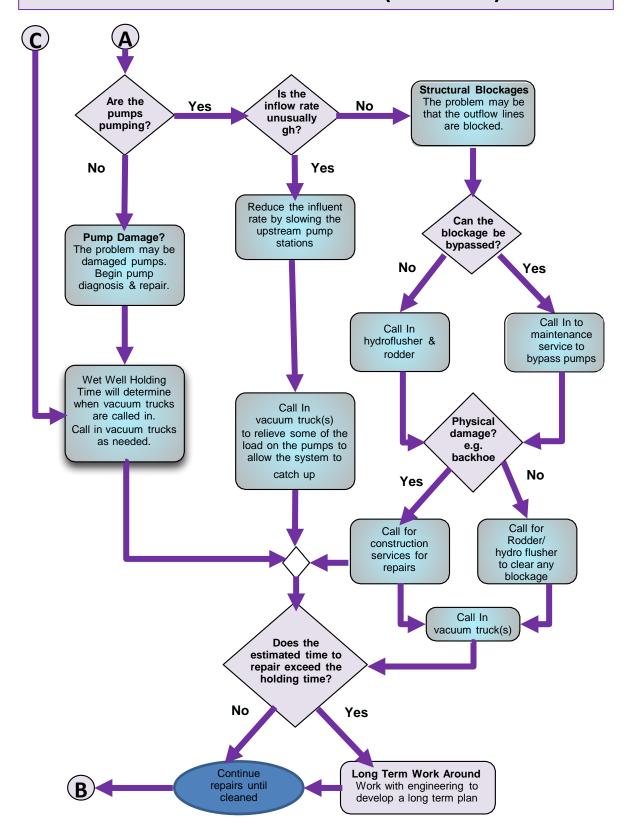
#	Station Name	GPS	Address
	Date/Harte Area		
	Date/ Harte Lift Station		
	George Street Area		
	5 <sup>TH</sup> Street Pump Station		
	Kanoff Pump Station		
	7 <sup>th</sup> Street Pump Station		
	North Montara Area		
	Niagara Pump Station		
	SAM-Montara Pump Station		
	Airport Area		
	Airport Lift Station		
	PS1, PS2, PS3 & PS4 Seal Cove Area		
	California Street Area		
	Distillery Pump Station		
	California Lift Station		
	Moss Beach Area		
	Vallemar Lift Station		
	SAM-Princeton Pump Station		
	SAM-Portola Pump Station		
	SAM Treatment Plan		

#### Overflow - Decision Tree

#### Pump Station Overflow/Potential Overflow Emergency Response Guide



### **Overflow - Decision Tree (Continued)**



#### **Pump Station – Decision Guide**

#### Is the wet well likely to spill?

- The wet well overflows into the storage well to provide additional capacity and time for repairs.
- The Pump Staion is located close a several storm drains that lead to SF Bay.
- In the event of an overflow, be sure to post signage as needed to keep the public away from any contaminated areas.

#### Are the station's pumps running?

• Visually observe the control panel indicators or listen for the motor. If the motor is not running, manually switch to one of the other pumps and repeat the check.

#### Does the station have power?

- Check the power status at the staion.
- Check to see if the generator is running. If not, amempt to start it manually and transfer the load.
- If the permanently installed generator will not start, call in a vacuum truck, portable pumps or other means to control the overflow/potenial overflow situaion.
- Consider slowing the influent from the upstream pump staions if possible to provide additional line to resolve the problem (refer to pg. 6 for detail).
- Open the gate to the holding tank to provide additional storage
- If the staion has power, line or generator, check the breakers and amempt to restart the pumps.

#### Is the level dropping?

- If the pump restart was successful, verify that the wet well level is dropping and there is flow from the pump.
- If flow is limited or non--existent, switch to the alternate pump and check for flow.
- Monitor the pump staion's wet well level unil it has returned to normal levels.

#### Has any sewage spilled outside?

• If sewage has spilled beyond the contained area of the pump staion, then complete the SSO Packet/SSO Response Procedures.

#### Are the pumps pumping?

- Verify that the running pumps are moving sewage into the line.
- If the pumps are running but not pumping, there may be internal damage or foreign material causing the pumps to malfuncion: iniiate repairs.

### **Pump Station – Decision Guide (Continued)**

#### Is the inflow rate unusually high?

- Check upstream for unusual sources.
- Consider reducing the flow from the upstream pump staions to assist the staion either by slowing the flow or using a vacuum truck or trash pump to offload some flow.

#### Is there a suspected blockage?

- If the lines appear blocked, call in for a rodder truck or hydroflusher/vacuum truck.
- Remember, wet well access is a confined space entry and requires an entry permit.

#### Pump damage?

- Are there any obvious signs of damage (nearby road construction, collapsed asphalt/ dirt, etc.)? This may help idenify the location of the damage.
- If damage is suspected, call in for construcion services to complete the repairs.

### Does the estimated time to repair exceed the combined holding time? Can the blockage/pump be bypassed?

- At the current flow rate, how much time is available to complete the repairs?
- Implement a plan to maintain the flow while repairs are completed.
  - Bypass the blockage using a portable pump.
  - Task vacuum truck(s) to transfer the sewage from the pump staion wet well to another downstream locaion.
  - Work with engineering as needed for a long--term soluion.

#### Have the pumps started and the level dropping?

- If yes, monitor the level unil it returns to normal and the system is online and responsive.
- If no, idenify and repair the problem.

### **Spill Notification Procedures**

### If the Sanitary Sewer Overflow:

#### **Contact:**

- Has a volume of 1,000 gallons, and/or
- Results in a discharge into a drainage channel or a surface water, and/or
- Discharged to a storm drain and was not fully recovered
- · Reached surface water
- Required posing of public warning signs, and/or
- Results in a discharge into a drainage channel or a surface water
- Was caused by problems with a private service lateral
- All SSOs & Backups due to failure in public sewer

Within **Two Hours**, contact

- CAL EMA
- -Write down the Report or Case Number
- County EHS
- All of the above plus Fish and Game
- US Coast Guard (if reaching SF Bay)
- County EHS

#### Optional reporting to:

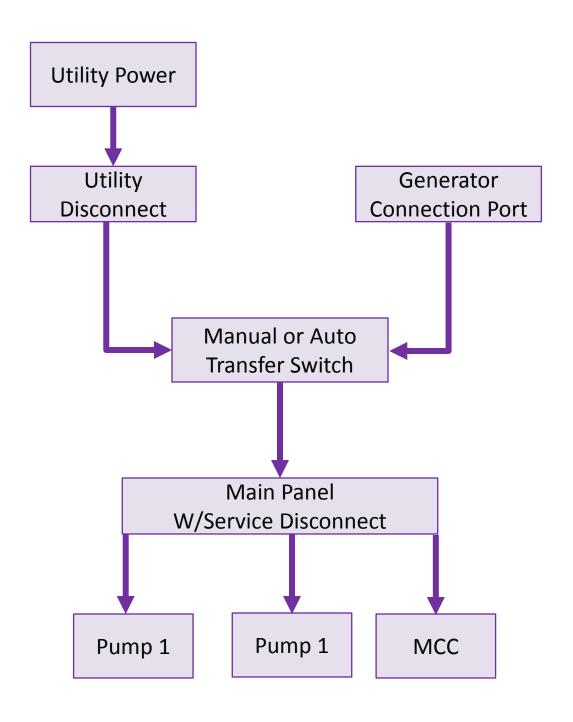
- State Water Resources Control Board
- State Water Resources Control Board

**See Contact Information in OERP Hand Book** 

### **Spill Containment**

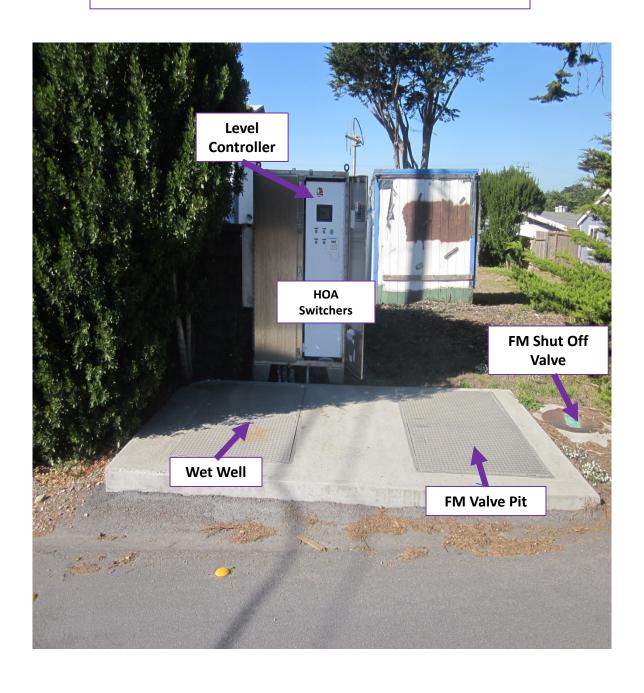
See Pump Station Site Specific
Spill Containment Plans for Each Pump Station
(Under Separate Cover)

### Pump Station Control System Power Map



## Pump Station Control System Ventilation Fan Controls & Disconnects

## Storage Well Sump Pump Control & Disconnect



# Pump Station Control System System Controls & Panels



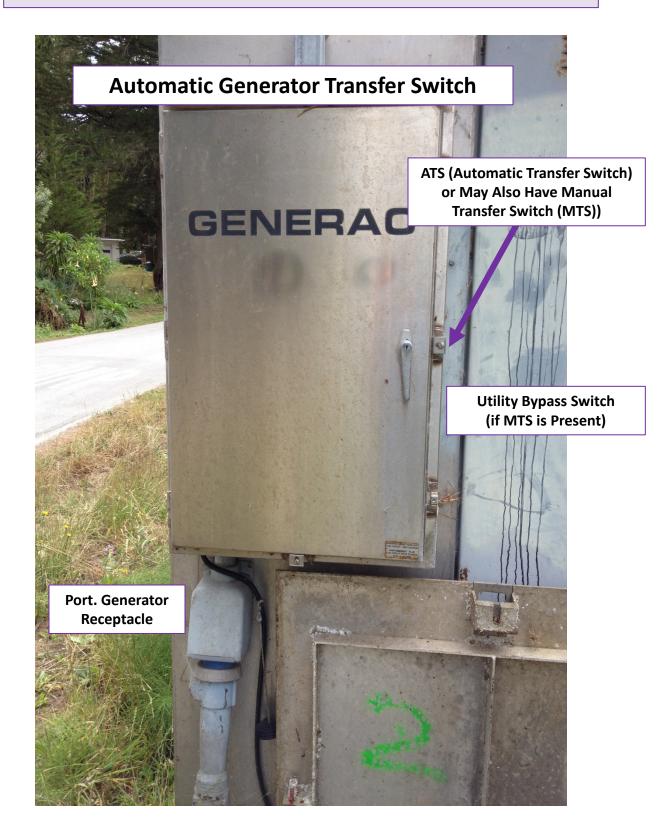
# **Pump Station Control System System Controls & Panels**



### Pump Station Control System Utility Disconnect



# **Pump Station Control System Transfer Switch (Continued)**



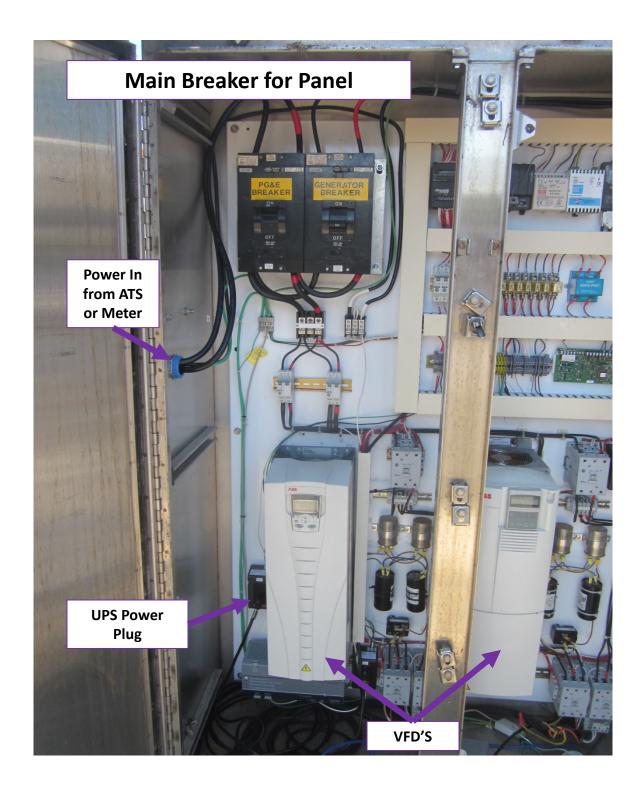
### Pump Station Control System Pump & Sub-Panel Disconnects



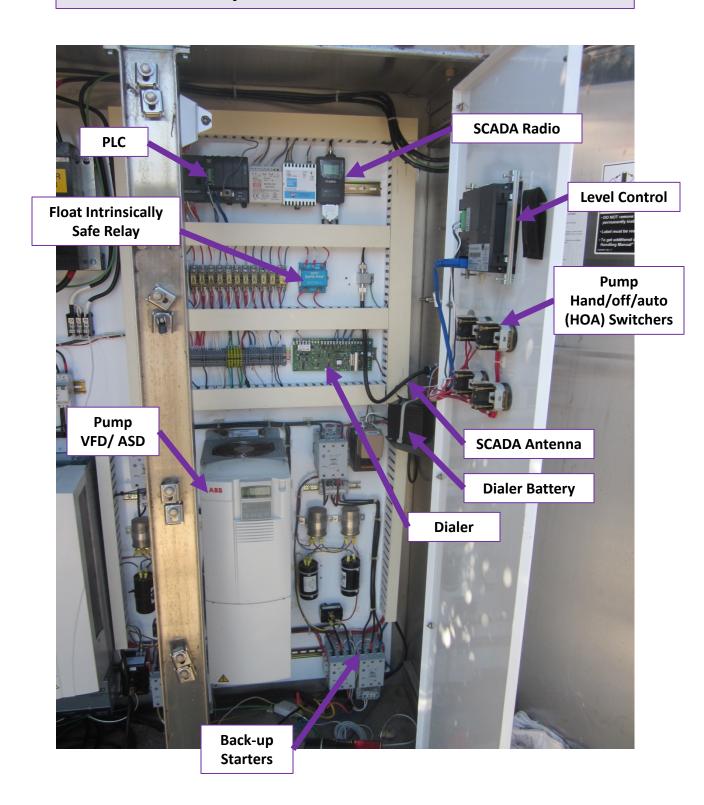
# Pump Station Control System VFD Drive Unit and Bypass Starter



## Pump Station Control System Distribution Panels



# Pump Station Control System System Controls & Panels



## Lockout /Tagout Procedures Complete Pump Station Electrical Shutdown

#### **Electrical LOTO Process**

Because the pump staion has power provided by the electrical uility and an automaic generator, care must be taken to disable all electrical energy sources. Always test before and a er electrical shutdowns to verify that the power has indeed been locked out.

#### **Entire Pump Sta.on LOTO Process Summary**

- Reduce the load on the pump sta.on
  - Shut down all five pumps using their controls in SCADA
  - Disconnect all five pumps using their disconnects
  - Insert LOTO device on the disconnect for all five pumps (OpDonal)
- Shut down and lockout the generator
  - If the generator is running, shut it down and allow it to stop before coninuing
  - Disable the generator from staring
  - Open the generator disconnect
  - Install a LOTO device and tag on the the generator disconnect
- Shut down the pump sta.ons main u.lity disconnect
- Insert a lockout device and tag on the main disconnect

#### **Begin**

## Lockout /Tagout Procedures Complete Pump Station Electrical Shutdown (Continued)

Generally, it is good pracice to gradually reduce the physical and electrical loads on the system by shuqng down the pumps that are not running first; followed by the pumps with the largest to smallest load.

Using the SCADA system, shut down and disable all five pumps from running. Allow each pump to stop completely before coninuing to the next.

**Pump Control Via SCADA** 



## Lockout /Tagout Procedures Complete Pump Station Electrical Shutdown (Continued)

For each pump, move the HOA to
• Off



For each pump, install a lockout device to prevent it from being switched back to ON

**Typical breaker lock** 



# Lockout / Tagout Procedures Complete Pump Station Electrical Shutdown- continued

## For each pump, move the disconnect to OFF

#### **Insert Picture here:**



**Typical breaker lock** 



# Lockout / Tagout Procedures Complete Pump Station Electrical Shutdown- continued

## Move the generator disconnect switch DOWN to OFF

**Typical breaker lock** 



## Lockout / Tagout Procedures Complete Pump Station Electrical Shutdown- continued

### Move the primary pump station utility power disconnect breaker DOWN to OFF



Use the integrated LOTO device and attach a tag or install a breaker LOTO device & tag

Always test for electricity
at the point of
maintenance both before
and after locking out the
system to verify that
power is fully locked out!



# Lockout / Tagout Procedures Individual Pumps - Electrical LOTO

#### **BEGIN**

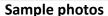
#### **Electrical LOTO Process Summary**

- Select the pump to lockout
- Set the desired pump to OFF in SCAD
- Open the pump disconnect
- Insert a LOTO device with lock & tag
- Test and commence work

#### **Pump controls via SCADA**

### Shut down the desired pump in SCADA

#### Move the desired pump disconnect to OFF





Install a breaker LOTO device & tag

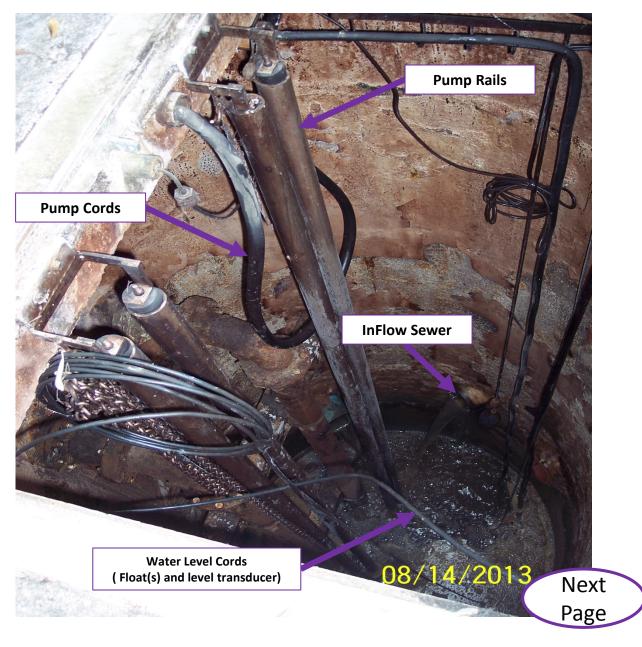
Always test for electricity at the maintenance point both before and after locking out the system to verify that it is fully locked out!



# Lockout / Tagout Procedures Individual Pumps -Hydraulic LOTO

#### **Hydraulic LOTO Process Summary (Sample)**

- Select the pump to work on & follow the Electrical LOTO guide
- Close the influent and effluent valves for the desired pump (Note that pump #1 has 3 influent valves)
- Lock the influent and discharge valves closed and amach a tag
- Check for residual pressure before opening any connecions



#### **Vendors**

SAM Technical Services Supervisor or Contract Responder are authorized to rent equipment for one day or engage a contractor to repair lines if the General Manager cannot be reached. If the contracted services require more than one day of work, the expenditure must be authorized by the General Manager or SAM Technical Services Supervisor , if neither one is available, a Board member.

For force main or pipeline repair		

For welders call:	

### **Vendors - continued**

For large (4,000 Gallons) tank trucks call:	
For Small (2,000 Gallor	ns) tank trucks call:
For Small (2,000 Gallor	ns) tank trucks call:
For Small (2,000 Gallor	ns) tank trucks call:
For Small (2,000 Gallor	ns) tank trucks call:
For Small (2,000 Gallor	ns) tank trucks call:
For Small (2,000 Gallor	ns) tank trucks call:

### **Vendors - continued**

For equipment rental call ( in order listed) :		

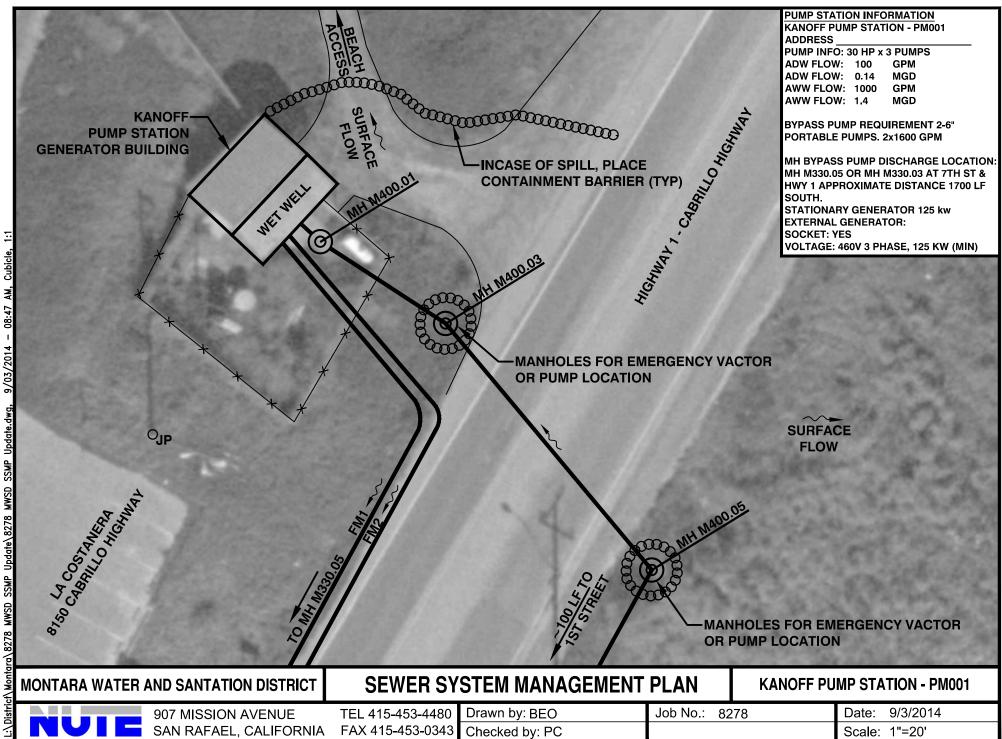
### **System Map**

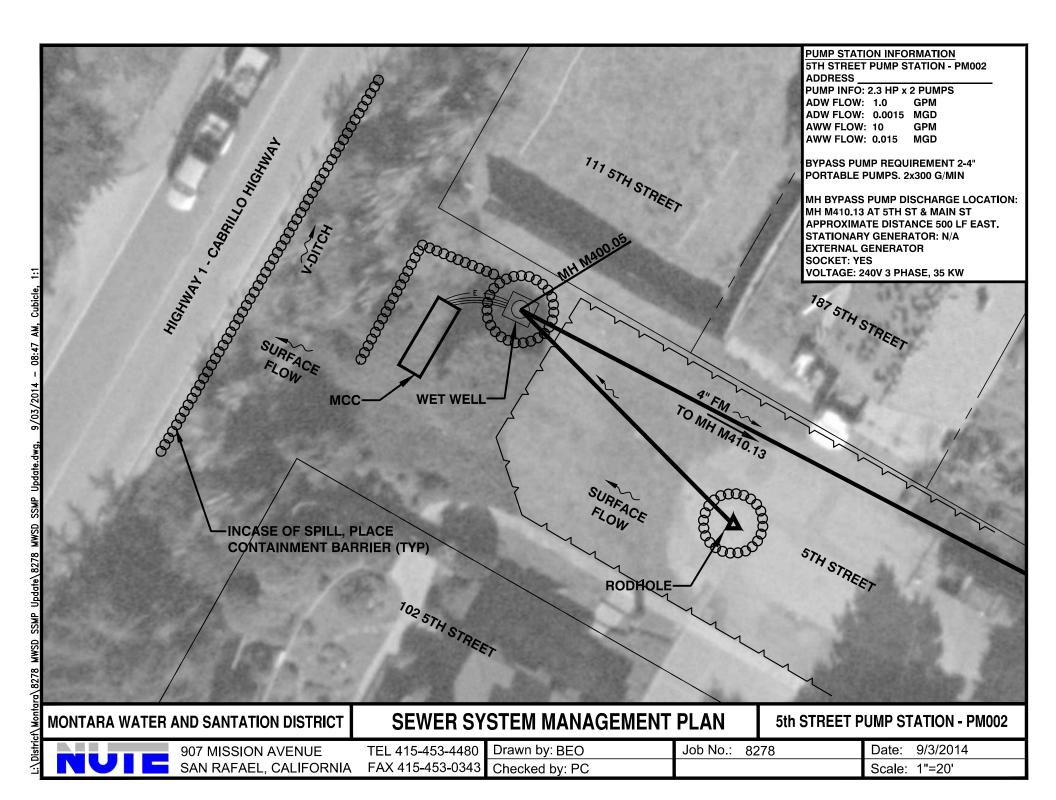
Attach Relevant Sanitary Sewer Map Page # Here

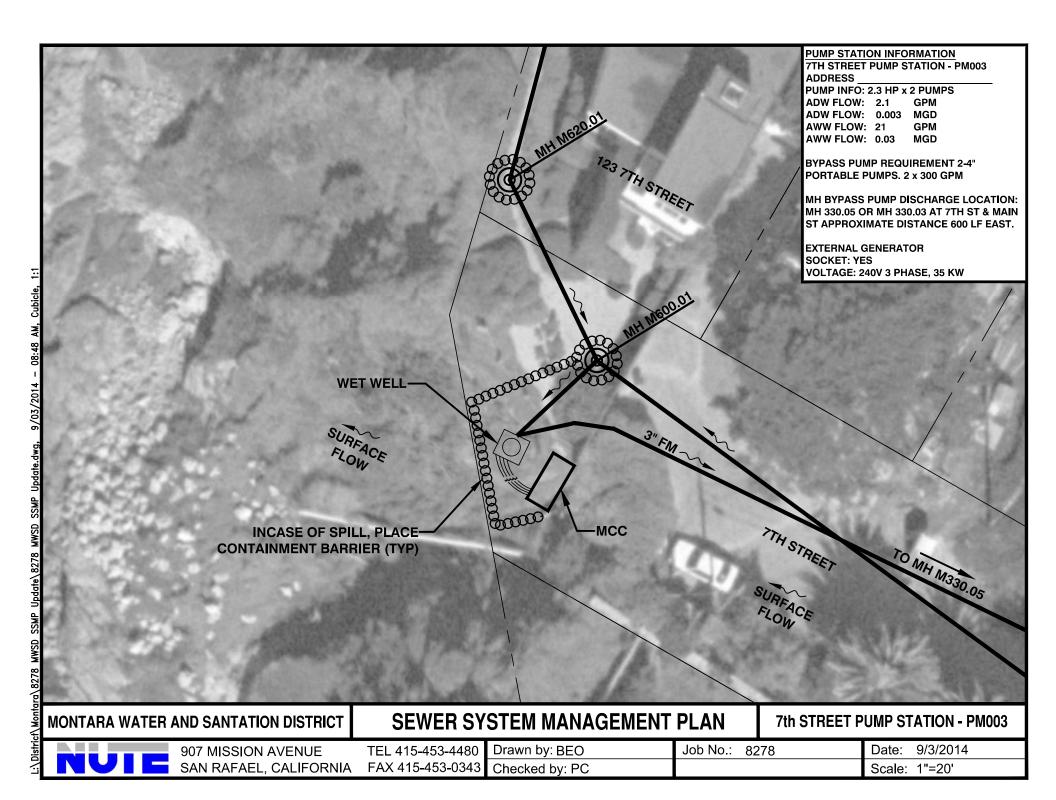
### **ATTACHMENT 6**

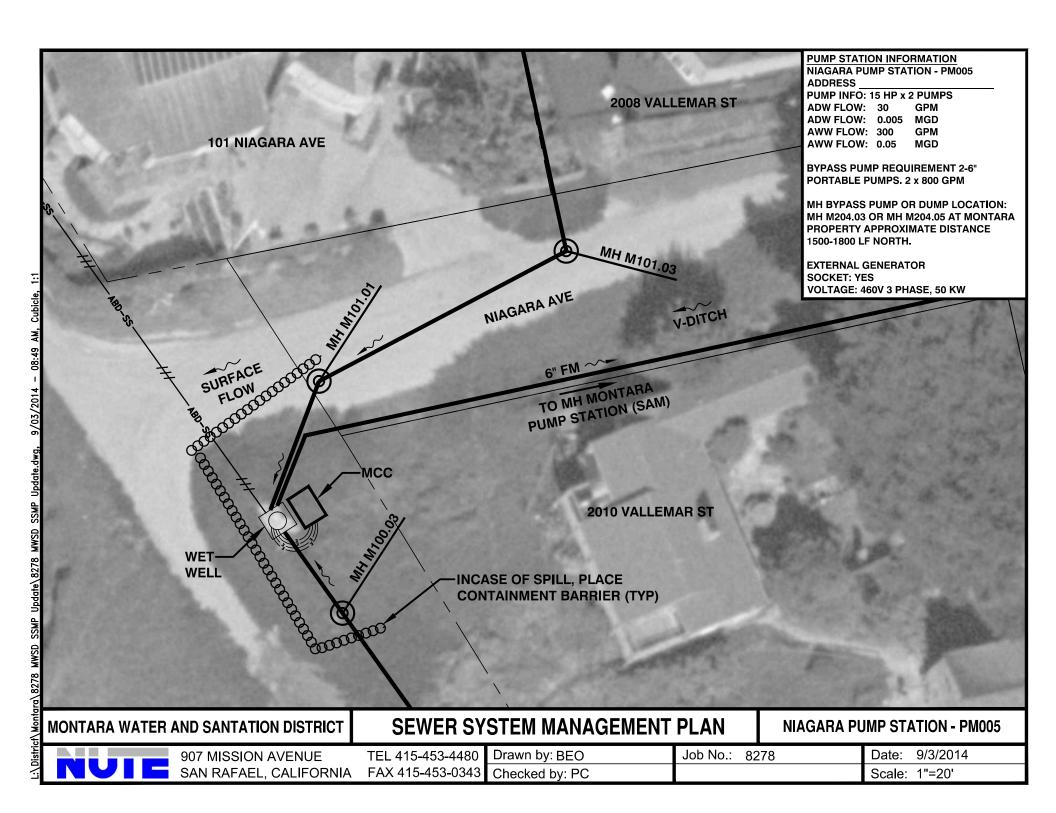
Sewer Pump Station Site Specific Emergency Response Plans

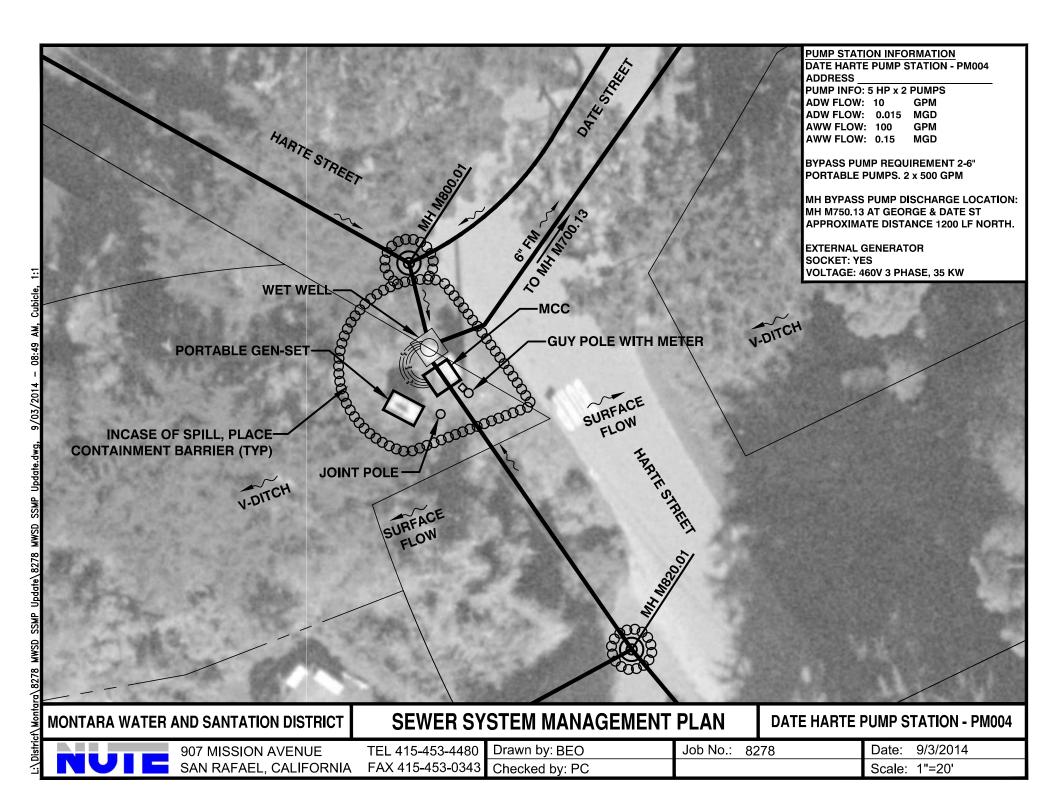


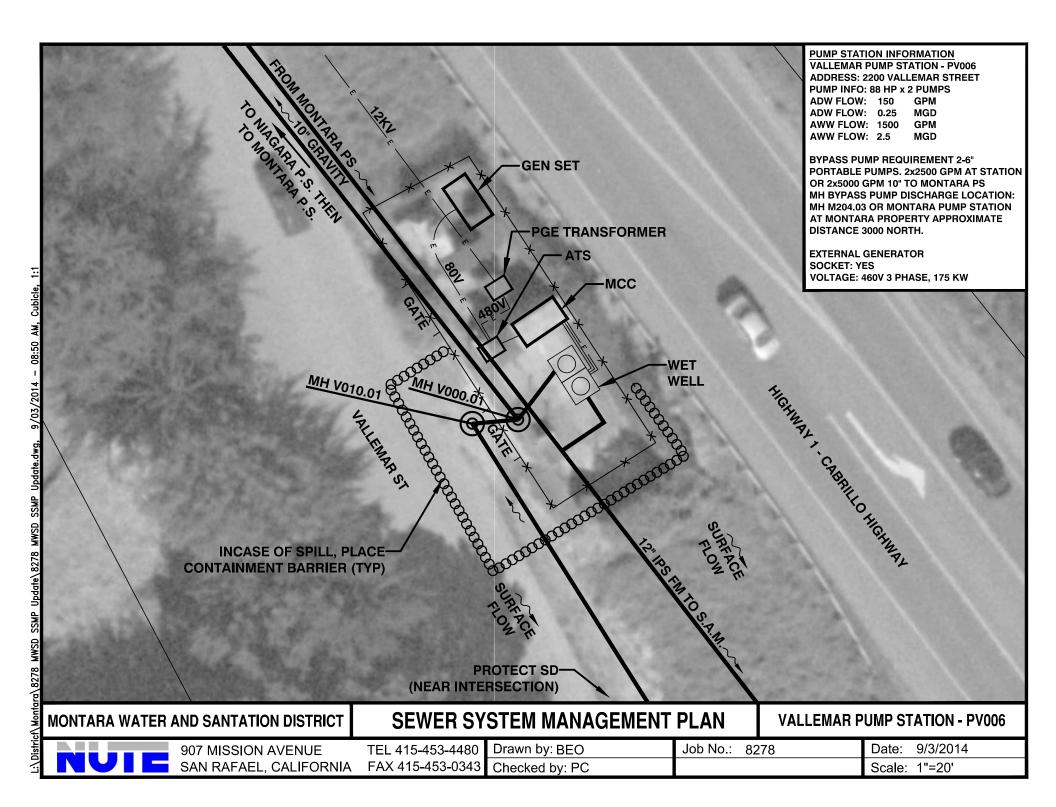


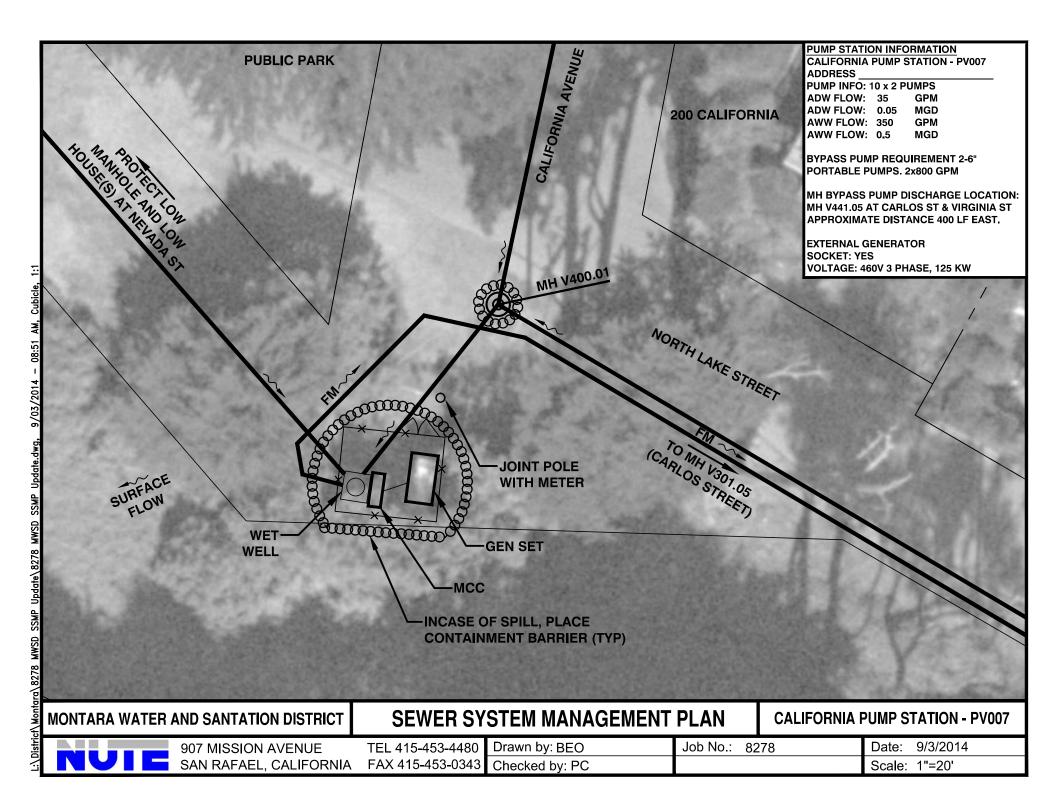


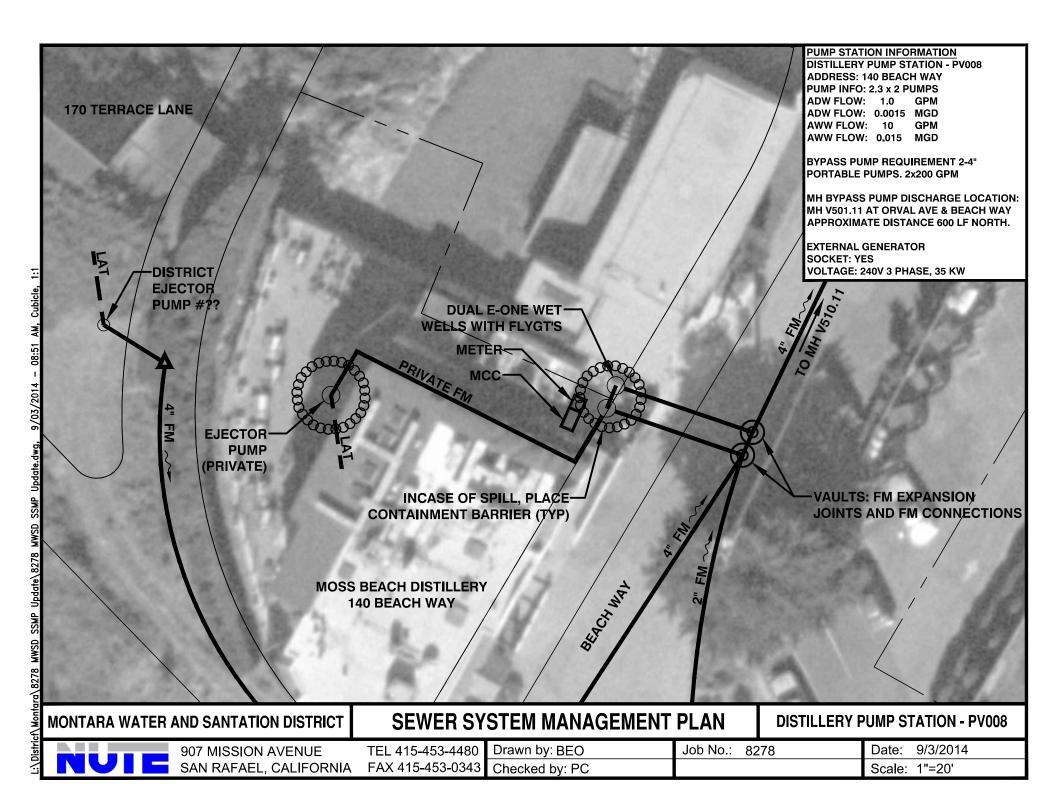


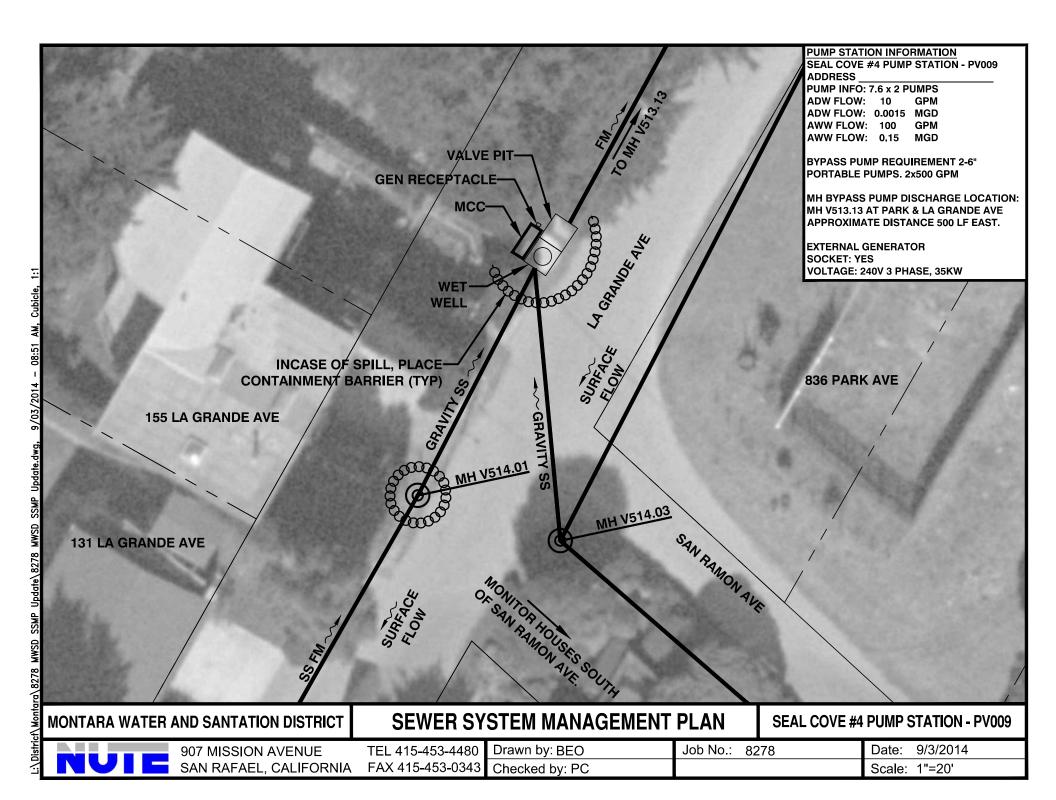


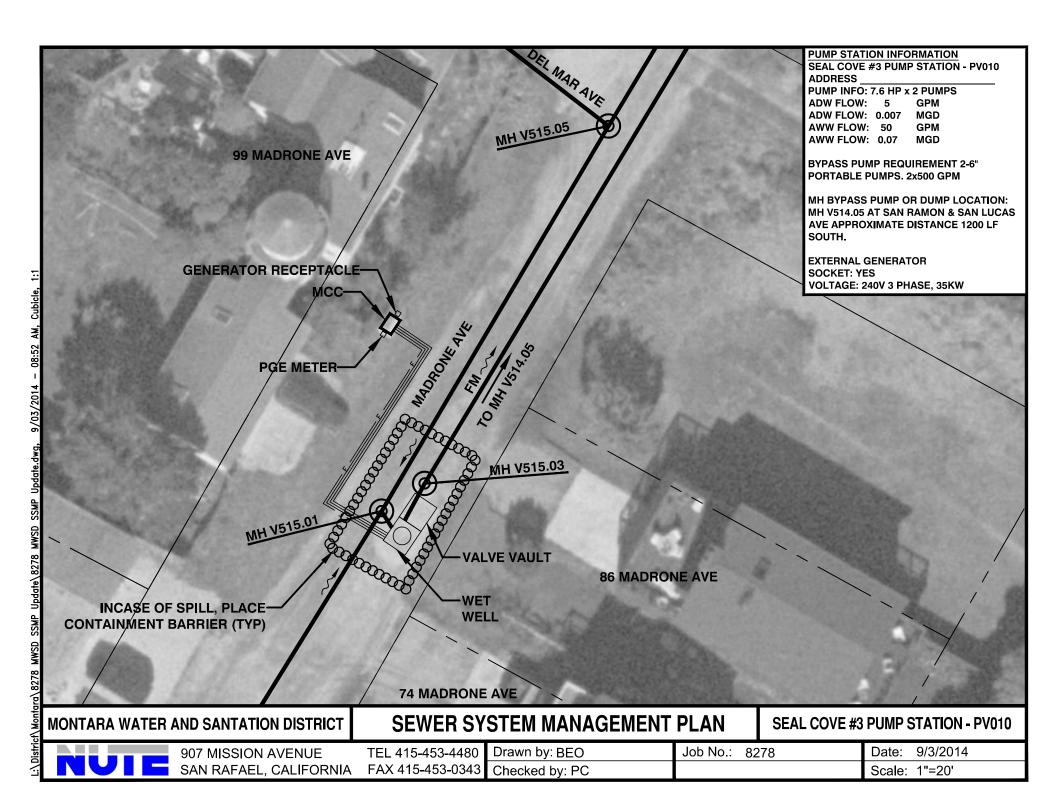


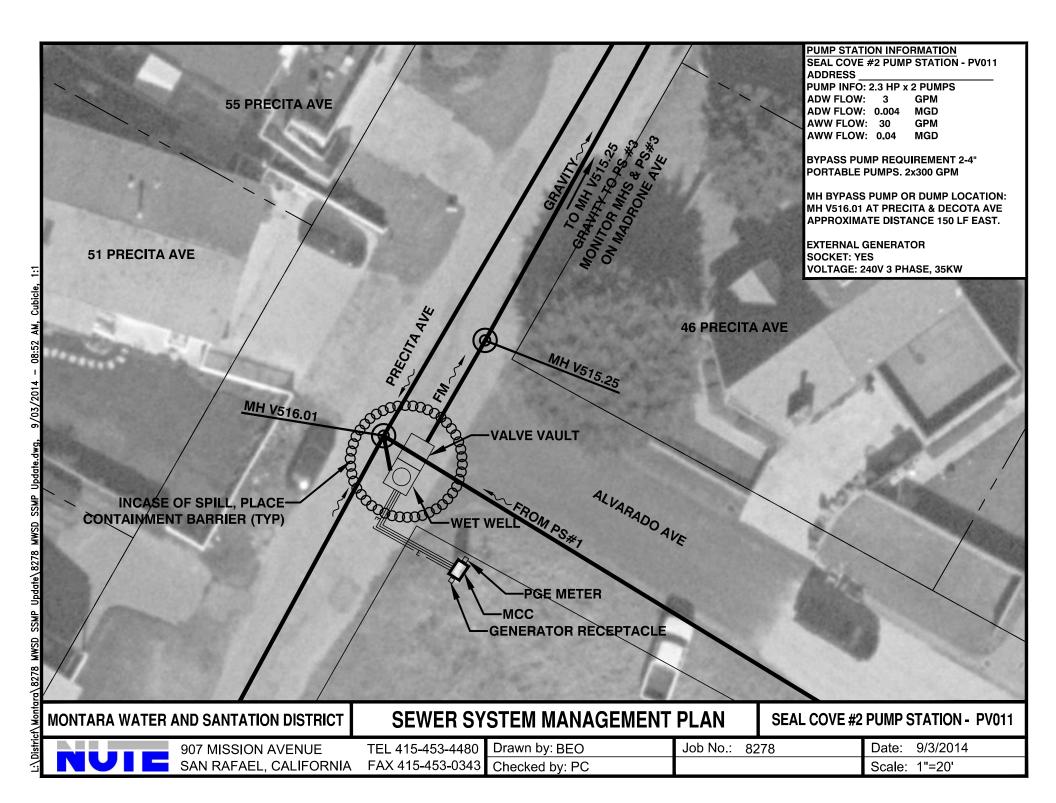


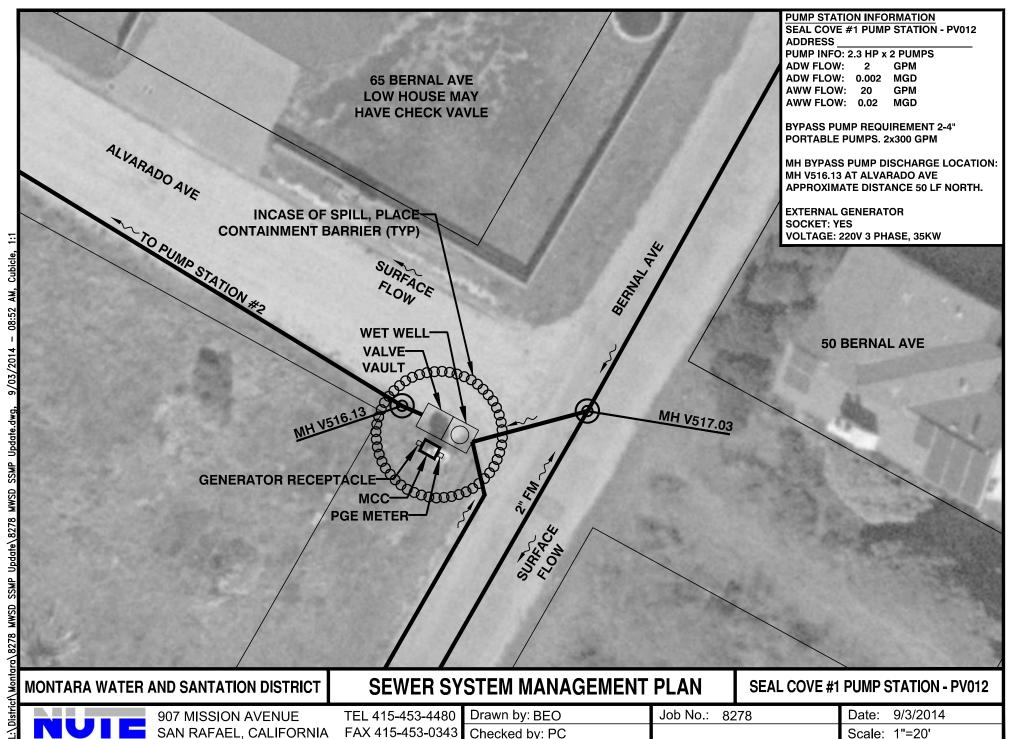


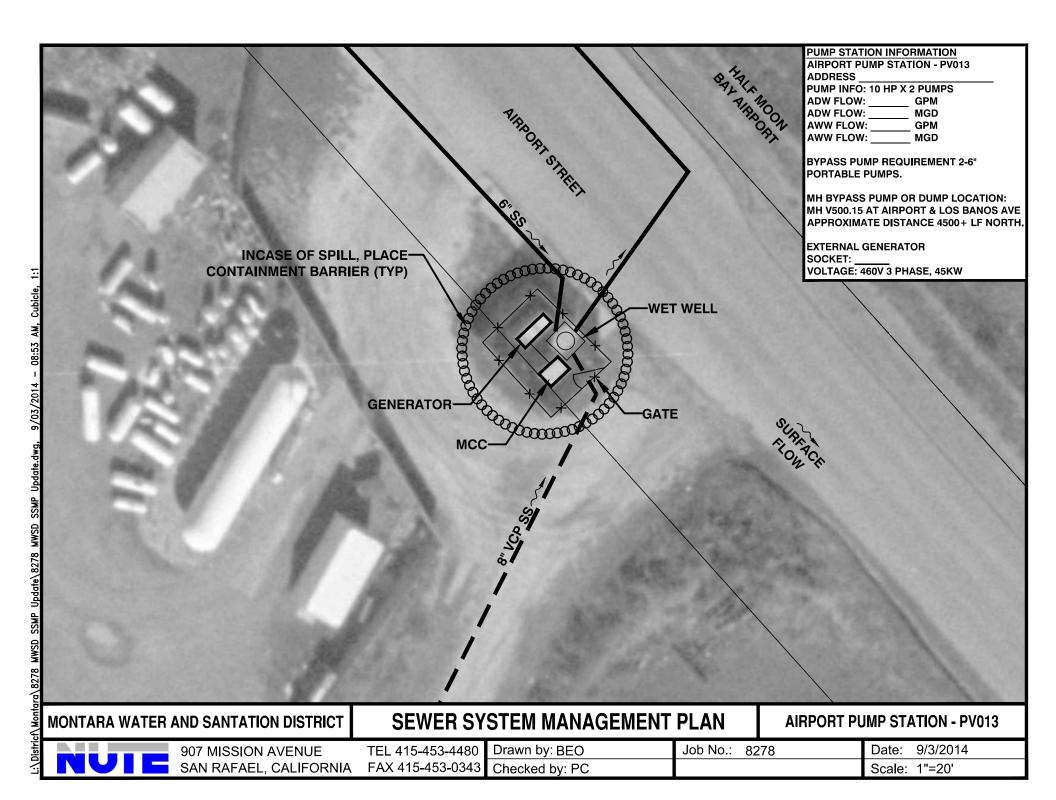












## **ATTACHMENT 7**

State SSO Public Report Detail: MWSD SSO events between 2007 and 2014

Montara Sanitary District Registration at a Glance

SAM Registration at a Glance



California Home Friday, August 29, 2014



California Integrated Water Quality System Project (CIWQS)

### SSO Public Report - Detail Page

Here is the detail page of your SSO public report search for the selected region, responsible agency, or collection system. These results correspond to the following search criteria:

### SEARCH CRITERIA: [REFINE SEARCH]

- Agency (montara)
- Spill Type (sso\_cat1\_2\_3)

The table below presents important details for all sewage discharge locations, as submitted through individual SSO reports, which meet the search criteria selected. If data is not shown for a particular field, it means the Enrollee did not provide the information and was not required to do so. To view the entire SSO report for a specific sewage discharge location, please select the corresponding EVENT ID.

### DRILLDOWN HISTORY: [GO BACK TO SUMMARY PAGE]

REGION: 2

VIEW PRIN	TER FRIE	NDLY VERS	ION]			a				V-1 -6000		
EVENT RE	egion Re	esponsible Agency	Collection System	SSO Category	Start Date	SSO Address	SSO City	SSO Vol	Vol of SSO Recovered	Vol of SSO Reached Surface Water	SSO Failure Point	WDID
707775	2	Montara	Montara CS	Category	2007-11-12			80	0	0		2SSO10157
101110	_			3	07:45:00.0						Lift	
711445	2	Montara	Montara CS	Category 1	2008-01-04 09:00:00.0	7th Street	Montara	816	0	816	Station Power Failure	2SSO10157
711004	2	Montara	Montara CS	Category	2008-01-25			202	0	202		2SSO10157
<u>711894</u>	2	WiOntara	Worldia Co	0-4	14:30:00.0			202		202		
711895	2	Montara	Montara CS	Category 1	2008-01-25 14:50:00.0			1,125	0	1,125		2SSO10157
712184	2	Montara	Montara CS	Category 3	2008-01-04 09:39:00.0			300	0	0	:	2SSO10157
712186	2	Montara	Montara CS	Category 3	2008-01-04 15:00:00.0			14	0	0		2SSO10157
712187	2	Montara	Montara CS	Category 3	2008-01-04 00:00:00.0			25	25	0		2SSO10157
713028	2	Montara	Montara CS	Category 1	2008-02-17 12:00:00.0			6,360	100	6,260		2SSO10157
713994	2	Montara	Montara CS	Category	2008-02-23			200	200	0	lift station ,	2SSO10157
27.4.7.2.2.2.				3 Category	10:10:00.0 2008-01-25			00	00	0		2SSO10157
<u>714430</u>	2	Montara	Montara CS	3	13:30:00.0			32	32	0		255010157
716820	2	Montara	Montara CS	Category 1	18:40:00.0			20	10	10		2SSO10157
717832	2	Montara	Montara CS	3	2008-05-05 10:56:00.0			325	250	0		2SSO10157
718556	2	Montara	Montara CS	Category 3	2008-01-19 11:00:00.0			15	0	0		2SSO10157
727126	2	Montara	Montara CS	Category 3	2008-09-28 19:55:00.0	121 bernal Street	moss beach	2	2	0	Main :	2SSO10157
728737	2	Montara	Montara CS	Category 3	2008-10-05 12:20:00.0	391 6th street	Montara	80	0	0		2SSO10157
728738	2	Montara	Montara CS	Category 3	2008-10-07 08:02:00.0	560 Kanoff	Montara	100	100	0		2SSO10157
731848	2	Montara	Montara CS	Category 3	2009-01-10 17:15:00.0	800 Edison Street	Montara	50	0	0		2SSO10157
734248	2	Montara	Montara CS	Category 3	2009-02-18 10:49:00.0	1340 birch st Place	half moon bay	10	0	0	Main :	2SSO10157
734266	2	Montara	Montara CS	Category 3	2009-02-23 01:57:00.0	1131 columbus Avenue	half moon bay	100	50	0	Main :	2SSO10157
734414	2	Montara	Montara CS	Category 3	2009-02-27 05:30:00.0		montara	120	0	0		2SSO10157

					451 451 california					
734418	2	Montara Montara CS	Category 3	2009-02-28 01:05:00.0	Street 557 isabella Avenue	el granada	25	10	0	Main 2SSO10157
734759	2	Montara Montara CS	Category 3		312 14th Street	montara	2	2	0	Main 2SSO10157
736303	2	Montara Montara CS	Category 3	2009-03-28 09:07:00.0	Franklin Street	Montara	25	15	0	2SSO10157
736600	2	Montara Montara CS	Category 3	2009-04-03 04:45:00.0	140 beachway	montara	500	500	0	Main 2SSO10157
737692	2	Montara Montara CS	Category 3	2009-04-23 03:30:00.0	901 Ocean Boulevard	Montara	1	1	0	Main 2SSO10157
746645	2	Montara Montara CS	Category 3	14:45:00.0	741 edison Street	montara	250	100	0	2SSO10157
<u>746916</u>	2	Montara Montara CS	Category 3	08:11:00.0	720 edison Street	montara	50	50	0	Main 2SSO10157
750547	2	Montara Montara CS	Category 1	16:34:00.0	66 Madrone Avenue	Mossbeach	192	50	142	Main 2SSO10157
<u>751920</u>	2	Montara Montara CS	1	2010-04-22 10:20:00.0	14th st	Montara	4,000	0	4,000	Main 2SSO10157
752504	2	Montara Montara CS	Category 3	09:54:00.0	544 7th Street	Montara	25	0	0	2SSO10157
<u>752507</u>	2	Montara Montara CS	Category 3	2010-02-10 14:45:00.0	548 7th Road	Montara	5	0	0	Main 2SSO10157
753427	2	Montara Montara CS	Category 3	2010-06-14 13:37:00.0	116 La Grande Avenue	Montara	1	0	0	2SSO10157
753687	2	Montara Montara CS	Category 3	2010-06-21 08:20:00.0	919 Ocean Avenue	Moss Beach	50	50	0	2SSO10157
758379	2	Montara Montara CS	Category 3	2010-11-04 18:09:00.0	800 Edison Street	Montara	100	5	0	Main 2SSO10157
759941	2	Montara Montara CS	Category 3	2010-12-27 15:30:00.0	222 11th Street	Montara	15	10	0	Main 2SSO10157
764426	2	Montara Montara CS	Category 3	12:27:00.0	387 Fourth Street	Montara	10	0	0	Main 2SSO10157
765329	2	Montara Montara CS	Category 1	2011-04-09 13:16:00.0	140 beach way Way	montara	50	0	50	Main 2SSO10157
768827	2	Montara Montara CS	Category 3	09:29:00.0	821 Ocean Boulevard	Moss beach	10	0	0	Lateral 2SSO10157
772467	2	Montara Montara CS	Category 3	11:28:00.0	eleven street Street	montara	10	0	0	Main 2SSO10157
<u>775101</u>	2	Montara Montara CS	Category 3	11:20:00.0	741 edison Street	montara	75	75	0	Main 2SSO10157
<u>781477</u>	2	Montara Montara CS	Category 3	11:14:00.0	Park Way	Moss beach	400	400	0	Main 2SSO10157
<u>781676</u>	2	Montara Montara CS	Category 1	2012-05-29 10:40:00.0	Nevada ave Avenue	Montara	1,000	0	1,000	Main 2SSO10157
788653	2	Montara Montara CS	Category 3	13:48:00.0	6th Street	Montara	50	50	0	Main 2SSO10157
789127	2	Montara Montara CS	Category 1	2012-12-17 17:40:00.0	virgina Avenue	montara	100	80	20	Main 2SSO10157
792729	2	Montara Montara CS	Category 3	2013-03-17 08:55:00.0	8th street farallones Avenue	montara	750	0	0	Main 2SSO10157
Page 1 of 1			Go	To Page:		100	<b>∨</b> Reco	ords/Page		

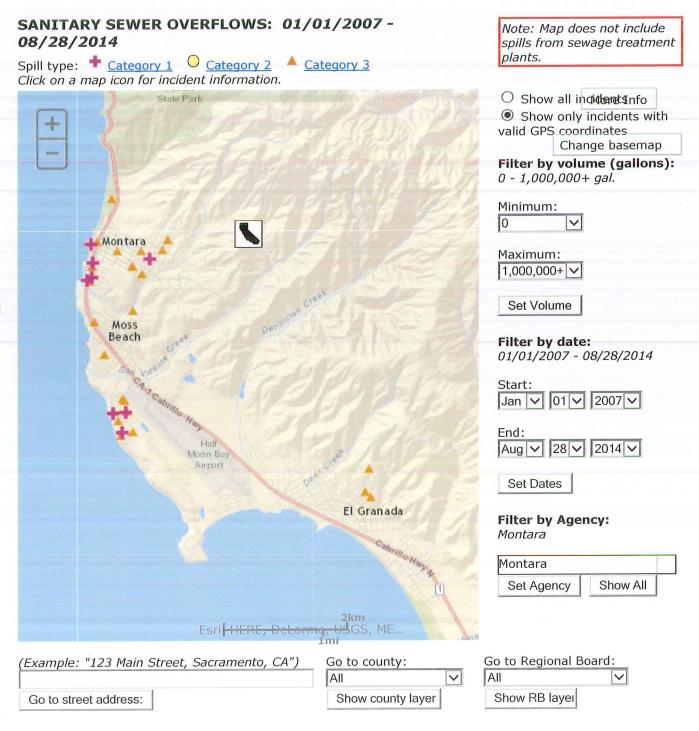
The current report was generated with real-time data entered by Enrollees.

Back to Main Page Back to Top of Page

© 2006 State of California.

Home -> Water Issues -> Programs -> Sso -> Sso Map

Sanitary Sewer Overflow (SSO) Incident Map



### **QA Tools**

To find a Latitude/Longitude for a point or address, click here.

## **Facility At-A-Glance Report**

## SEARCH CRITERIA:

Place ID 630943



General	<b>Inform</b>	ation
---------	---------------	-------

Region	Place ID	Place Name	Place Type	Place Address	Place County
2	630943	Montara CS	Collection_System	8888 Cabrillo Half Moon Bay, CA, 94037	San Mateo



### **Related Parties**

Party	Party Type	Party Name	Role	Classification	Relationship Start Date	Relationship End Date
		The state of the s	Is Onsite Manager For		08/26/2013	
299496	Organization			Special District	04/03/2006	
			Is Onsite Manager For		04/03/2006	

**Total Related Parties: 3** 



### **Regulatory Measures**

Reg Measure Reg Measure Type		Region	<u>Program</u>	Order No.	WDID	<u>Date</u>	<u>Date</u>	Status Amended?	
300056	Enrollee	2	SSOMUNISML	2006-0003- DWQ	2SSO10157	10/30/2006		Active N	

Total Reg Measures: 1



### **Violations**

<u>Violation ID</u> <u>Occurred Date</u> <u>Violation Type</u> (-) <u>Violation Description</u> <u>Corrective Action</u> <u>Status</u> <u>Classification</u> <u>Source</u> Report displays most recent five years of violations. Refer to the <u>Interactive Violation Report</u> for more data.

Total Violations: 0

Priority Violations: 0

### Violation Types



#### **Enforcement Actions**

Enf IdEnf TypeEnf Order No.Effective DateStatus36262513267 Letter12/01/2004Historical

Total Enf Actions: 1



### Inspections

Inspection ID Inspection Type Lead Inspector Actual End Date Planned Violations Attachment

Total Inspections: 0

Last Inspection: None

The current report was generated with data as of: 08/29/2014

<sup>\*</sup>Click the "(+/-) Violation Description" link to expand and contract the violation description.

<sup>\*</sup>As of 5/20/2010, the Water Board's Enforcement Policy requires that all violations be classified as 1, 2 or 3, with class 1 being the highest. Prior to this, violations were simply classified as Yes or No. If a 123 classification has been assigned to a violation that occurred before this date, that classification data will be displayed instead of the Yes/No data.

## **Facility At-A-Glance Report**







### **General Information**

Region	Place ID	Place Name	Place Type	Place Address	Place County
2	630982	Sam CS	Collection_System	1000 North Cabrillo Half Moon Bay, CA, 94019	San Mateo



### **Related Parties**

					Relationship Start	Relationship End	
<b>Party</b>	Party Type	Party Name	Role	Classification	Date	<u>Date</u>	
451788	Person	Robert Hopkins	ls Onsite Manager For		05/01/2014		
542548	Person	Gabriel Aguilar	ls A Data Submitter For		08/16/2013		
40516	Organization	SEWER AUTHORITY MID- COASTSIDE	Ow ner	Special District	04/03/2006		
299851	Person	John Foley	ls Onsite Manager For		04/03/2006		

Total Related Parties: 4



### **Regulatory Measures**

Reg Measu	re Reg Measure Type	Regio	on Program	Order No.	WDID	Effective Date	Expiration Date	Status Amended?
300142	Enrollee	2	SSOMUNISML	2006-0003- DWQ	2SSO10175	10/30/2006		Active N

Total Reg Measures: 1



### **Violations**

<u>Violation ID Occurred Date Violation Type (-) Violation Description Corrective Action Status Classification Source</u>
Report displays most recent five years of violations. Refer to the <u>Interactive Violation Report</u> for more data.

Total Violations: 0

Priority Violations: 0

\*As of 5/20/2010, the Water Board's Enforcement Policy requires that all violations be classified as 1, 2 or 3, with class 1 being the highest. Prior to this, violations were simply classified as Yes or No. If a 123 classification has been assigned to a violation that occurred before this date, that classification data will be displayed instead of the Yes/No data.

### **Violation Types**



### **Enforcement Actions**

Enf IdEnf TypeEnf Order No.Effective DateStatus36262513267 Letter12/01/2004Historical

Total Enf Actions: 1



### Inspections

Inspection ID Inspection Type Lead Inspector Actual End Date Planned Violations Attachment

<sup>\*</sup>Click the "(+/-) Violation Description" link to expand and contract the violation description.

# **ATTACHMENT 8**

MWSD SSO Graphs and Data over the Past 7 Years (2007-2014)

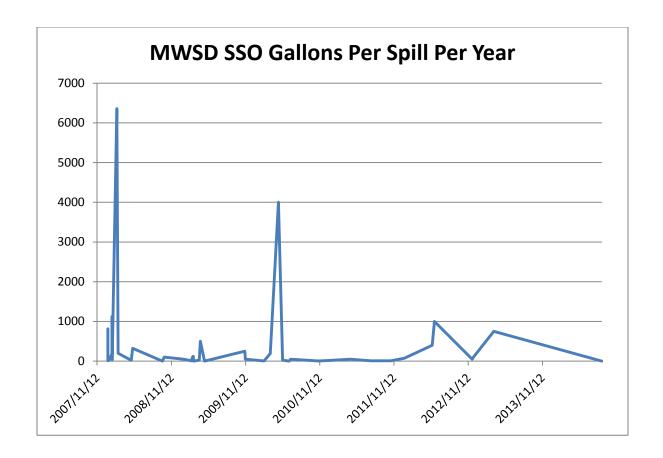


### **MWSD SSO AUDIT FROM 2007-2014**

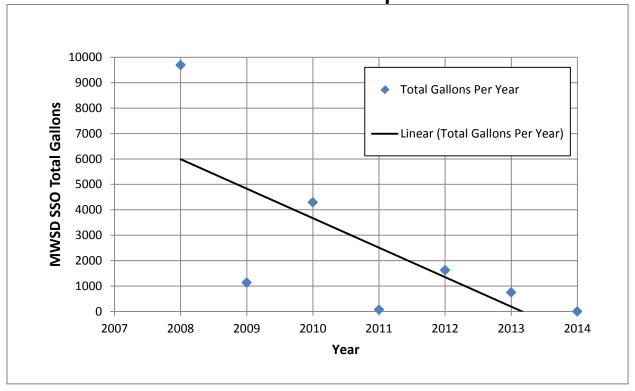
MWSD has a high percentage of 6" VCP pipes in easements and streets which are heavily wooded. Root stoppages make up a large percentage of the SSOs followed by mechanical defects from cracks and dislocated pipe joints. Details about each SSO spill can be seen in Attachment 7 and in the SAM SSMP.

The following are a series of graphs from the SSOs in MWSD between August 2007 to August 2014. There has been a steady downward trend in both severity and frequency of spills attributable both to active cleaning and spot repairs, and the robust CCTV and CIP programs.

Most notable is the MWSD is approaching 18 month without a sanitary sewer spill of any size.



# **MWSD SSO Total Gallons Spilled Per Year**



# MWSD Total SSOs (Spills) Per Year 2007-2014

