

GARDEN GROVE SANITARY DISTRICT SEWER SYSTEM MANAGEMENT PLAN APPENDICES APRIL 2020



TABLE OF CONTENTS

APPENDICES

Appendix A – Introduction

A-1 State Water Resources Control Board Order No. 2006-0003-DWQ

A-2 State Water Resources Control Board Order No. WQ 2013-0058-EXEC

Appendix B – Organization

B-1 Roles and Responsibilities

B-2 Reporting Guidelines

Appendix C – Legal Authority

C-1 Code of Regulations (2010)

C-2 Stormwater Quality

C-3 Ordinance No. 6 (FOG Requirements)

C-4 City of Anaheim Agreement

C-5 City of Orange Agreement

C-6 City of Stanton Agreement

C-7 City of Midway Agreement

C-8 City of Santa Ana Agreement

Appendix D – O&M

D-1 Sewer and Storm Drain Map

D-2 Pump Station Description

D-3 CCTV Database

D-4 Condition Assessment Priorities

D-5 Equipment Inventory

Appendix E – Design and Performance and Overflow Emergency Response Plan

E-1 Design Criteria for Sewer Facilities

E-2 Standard Drawings

E-3 Overflow Emergency Response Plan

Appendix F – FOG Control Program

F-1 FOG Control Program for Food Service Establishments

F-2 FOG Informational Handouts

F-3 Certified Liquid Wastehauler Vehicles

Appendix G – SECAP

G-1 Recommended Capacity Improvement Projects

G-2 Ordinance No. 10

Appendix A-1

State Water Resources Control Board Order No. 2006-0003-DWQ

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

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

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

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

SEWER SYSTEM MANAGEMENT PLANS

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

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

REGULATORY CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

A. DEFINITIONS

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

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

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

B. APPLICATION REQUIREMENTS

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

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

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

C. PROHIBITIONS

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

D. PROVISIONS

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

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

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

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

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

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

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

Sewer System Management Plan (SSMP)

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

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

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

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

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

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

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

- (vii) **FOG Control Program:** Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:
- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
 - (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
 - (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
 - (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
 - (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
 - (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
 - (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.
- (viii) **System Evaluation and Capacity Assurance Plan:** The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:
- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs

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

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

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

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

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

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

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

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

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

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

Sewer System Management Plan Time Schedule

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

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

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

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

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

E. WDRs and SSMP AVAILABILITY

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

F. ENTRY AND INSPECTION

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

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

G. GENERAL MONITORING AND REPORTING REQUIREMENTS

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

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

H. CHANGE IN OWNERSHIP

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

I. INCOMPLETE REPORTS

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

J. REPORT DECLARATION

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

K. CIVIL MONETARY REMEDIES FOR DISCHARGE VIOLATIONS

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

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

L. SEVERABILITY

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

CERTIFICATION

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

AYE: Tam M. Doduc
Gerald D. Secundy

NO: Arthur G. Baggett

ABSENT: None

ABSTAIN: None



Song Her
Clerk to the Board

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

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

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

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"¹ (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information² to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

² Cal OES Hazardous Materials Spill Reports available Online at:

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

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

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS³ Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

IT IS HEREBY ORDERED THAT:

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

8/6/13

Date



Thomas Howard
Executive Director

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

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at: http://www.waterboards.ca.gov/water_issues/programs/ssor/

ATTACHMENT A

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

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

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

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

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

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

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

B. NOTIFICATION REQUIREMENTS

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

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

C. **REPORTING REQUIREMENTS**

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

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

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

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

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

iii. **Water Quality Monitoring:**

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

6. **PLSDs**

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

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

7. **CIWQS Online SSO Database Unavailability**

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

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

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

i. **SSO Reports**

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

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

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

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

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

iii. **Collection System Questionnaire**

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

iv. **SSMP Availability**

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

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

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

D. WATER QUALITY MONITORING REQUIREMENTS:

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

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

E. RECORD KEEPING REQUIREMENTS:

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

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

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

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

F. CERTIFICATION

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

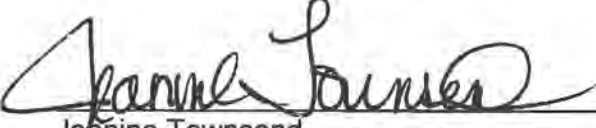
5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

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

Date

7/30/13



Jeanine Townsend
Clerk to the Board

Appendix B-1

Roles and Responsibilities

GARDEN GROVE SANITARY DISTRICT
ROLES AND RESPONSIBILITIES

A. RESPONSIBLE OFFICIAL

The Legally Responsible Official (LRO) who shall sign and certify the SSMP is the Water Services Manager, William E. Murray.

B. RESPONSIBILITIES FOR THE GGSD SSMP

City Manager:

- Establishes policy
- Allocates resources
- Delegates responsibility
- Oversees the preparation of the Sewer Enterprise Funding Plan for proper operation and maintenance of the collection system, and implementing the capital improvement plan

Director of Public Works:

- Provides adequate operation and maintenance of facilities and equipment through Water Services Manager
- Oversees the preparation and maintenance of an up to date map of the collection system, including the stormwater conveyance facilities
- Maintains relative information to establish and prioritize appropriate SSMP activities
- Oversees the system capacity evaluation, including urban runoff diversion to the sewer system during dry weather periods and control of infiltration and intrusion during both wet weather events and dry weather periods
- Oversees the preparation of Capacity Assurance Plan
- Oversees the inspection and condition assessment of the system to identify and prioritize structural deficiencies
- Participates in the preparation of the Sewer Enterprise Funding Plan
- Oversees the preparation of plans, specifications and estimates for the capital improvement projects, including rehabilitation and repair projects
- Reviews the Sanitary Sewer Overflow Report Form completed at the conclusion of a response to an SSO

Water Services Manager:

- Legally Responsible Official (LRO)
- Provides adequate operation and maintenance of facilities and equipment through Water Services Manager

- Oversees the preparation and maintenance of an up to date map of the collection system, including the stormwater conveyance facilities
- Maintains relative information to establish and prioritize appropriate SSMP activities
- Oversees the system capacity evaluation, including urban runoff diversion to the sewer system during dry weather periods and control of infiltration and intrusion during both wet weather events and dry weather periods
- Oversees the preparation of Capacity Assurance Plan
- Oversees the inspection and condition assessment of the system to identify and prioritize structural deficiencies
- Prepares and monitors the Sewer Enterprise budget and capital and replacement funds
- Oversees the preparation of plans, specifications and estimates for the capital improvement projects, including rehabilitation and repair projects
- Reviews the Sanitary Sewer Overflow Report Form completed at the conclusion of a response to an SSO
- Directs sewer operational guidelines
- Plan and direct short term and long term system improvements

District Engineer:

- Prepares the Capacity Assurance Plan
- Oversees the inspection and condition assessment of the system to identify and prioritize structural deficiencies
- Oversees the preparation of plans, specifications and estimates for the capital improvement projects, including rehabilitation and repair projects
- Assists in planning and directing short term and long term system improvements
- Oversees the system capacity evaluation, including urban runoff diversion to the sewer system during dry weather periods and control of infiltration and intrusion during both wet weather events and dry weather periods

GARDEN GROVE SANITARY DISTRICT ROLES AND RESPONSIBILITIES

Supervisor:

- Direct sewer operational guidelines
- Prepare and monitor Sewer budget
- Prepare and monitor Sewer five year Capital and Replacement plan
- Control expenditures of Sewer funds
- Work on special projects as assigned
- Maintain records and documentation of incidents relating to safety
- Plan and direct short and long term personnel development and training by implementing goals, objectives, and performance standards
- Establish goals and objectives that coordinate with the mission/vision of the Division
- Coordinate with other staff to order materials and equipment
- Direct Sanitation Section operational guidelines
- Support and direct aspects and activities of Sanitation Section
- Oversee, supervise and provide managerial assistance in support of field crews in specific work sections
- Inspect emergency situation and informs personnel of problem
- Respond to situations reported by residents and City departments
- Perform necessary procedures to restore situations and request adequate assistance when necessary to restore situation
- Plan and conduct safety meetings
- Maintain records and documentation of incidents relating to safety
- Review files and train on Material Safety Data Sheets (MSDS)
- Oversee all new Sanitation projects
- Attend committee meetings
- Plan and organize all operational strategies
- Perform customer service activities in the field
- Review projects for utility input
- Review and update standards
- Attends developmental related meetings
- Coordinate and supervise construction of Sewer projects
- Review Capital projects for utility input

- Assists in the preparation of special events
- Oversee, supervise and provide managerial assistance in support of field crews in specific work sections
- Plan and implement goals, objectives, and performance standards for divisional sections; act on behalf of Public Works Division Manager during absence; and make presentations to City officials, public groups and staff
- Interview, select, train and evaluate the performance of employees
- Direct and plan the work of employees, including determining the techniques to be used by employees
- Set job performance standards for employees and ensure that standards are met
- Responsible for employee discipline when necessary
- Plan, review, and evaluate the work of crews engaged in a wide variety of maintenance activities; provide staff training and development; maintain a variety of records related to employee work activities
- Interpret and enforce safety provisions in accordance with City procedures, County, State, Federal, OSHA and related guidelines and regulations; and oversee field safety and/or hazardous materials programs
- Identify problems, obtain and analyze information to evaluate, determine and make recommendations for alternate courses of action to resolve problems
- Plan and implement maintenance schedules; estimate personnel, materials, and equipment requirements for section planning and budgeting
- Keep detailed manual and computerized records; gather and compile data; write a variety of technical, administrative, operational and maintenance reports; perform special projects; and procure supplies, equipment and facilities
- Provide on-site field tasks that include performing skilled labor as needed, making field computations, investigating and troubleshooting problems, inspecting contractual work to insure compliance, and reading and interpreting blue prints, maps and GIS system related information

Foreman:

- Plan and direct short and long term personnel development and training by implementing goals, objectives, and performance standards
- Coordinate with other staff to order materials and equipment
- Direct Sanitation Section operational guidelines
- Respond to situations reported by residents and City departments
- Perform necessary procedures to restore situations and request adequate assistance when necessary to restore situation
- Plan and conduct safety meetings
- Establish safety standards per OSHA guidelines
- Review files and Material Safety Data Sheets (MSDS)
- Maintain records and documentation of incidents relating to safety
- Attend committee meetings
- Supervise and direct personnel
- Support and direct aspects and activities of Sanitation Section
- Perform customer service activities in the field
- Fills in when crews are absent
- Work with other departments to complete public works projects
- Oversee, direct, and implement sewer operational guidelines
- Inspect lines to maintain proper conditions for sewer flow
- Inspect lift station pumps for proper operation
- Monitor and supervise progress and direction of the Roving Check Program and prepare data for presentation to other departments
- Supervise all aspects of lift station maintenance and reporting
- Perform maintenance and monitoring of the lift stations, filling in for crew when necessary
- Supervise and monitor the line cleaning, hot spot, and CCTV programs
- Log progress and prepare reports for section programs and responsibilities
- Write and prepare various reports to regulators per the WDR reporting guidelines
- Conduct physical examinations of manholes
- Supervise special projects such as manhole rehabilitation, lateral and main sewer line repairs, and other agencies' construction activities near City lines

- Coordinate with other agencies and contractors for marking sewer lines
- Provide hands-on supervisory assistance in support of field crews in specific work sections.
- Implement goals, objectives, and performance standards for deSignated work section
- Handle work orders by directing, assigning, supervising, overseeing, inspecting, evaluating and performing the work of assigned crew; participate in the selection of new employees; fill in for supervisor during absence
- Train personnel in use of equipment and methods of maintenance; provide input on evaluations; recommend and assist with follow-through of disciplinary actions when appropriate
- Interpret and enforce safety provisions in accordance with City procedures, County, State, Federal, OSHA and related guidelines and regulations.
- Operate a variety of light, medium and heavy construction and maintenance equipment and vehicles; operate a two-way radio; clean and maintain mechanical equipment, basic tools used on the job; perform minor maintenance on assigned equipment; respond to special requests and emergency calls during regular 'and off-hours as needed
- Drive, operate and inspect cars, trucks and a variety of power and automotive equipment
- Identify, research, obtain and analyze necessary information; determine and evaluate alternative approaches and courses of action; make recommendations to resolve problems both verbally and in writing
- Keep detailed manual and computerized daily records and logs; prepare operational and maintenance reports; assist with special projects as needed; order supplies and equipment
- Gather data and compile records, make field computations, and investigate and troubleshoot related problems; inspect contractual work performed to ensure compliance; read and interpret blue prints, maps and GIS system related information
- Work on special projects as assigned

Senior Sewer Maintenance Worker:

- Supervise and direct specific Sanitary District crews (Hot Spots, Line Cleaning, and CCTV)
- Maintain accurate data entry records of work performed by District crews
- Handle work orders by directing, assigning, supervising, overseeing, inspecting, evaluating, performing and reporting the work of assigned crews
- Obtain and maintain a Grade II Wastewater Collection System Maintenance Certification; obtain and maintain a California Class B commercial drivers license with airbrake and tanker endorsements
- Supervise the activities of a small crew or work independently without supervision
- Meet all roles and responsibilities of a Sewer Maintenance Worker
- Operate and maintain a combination "Vactor" truck and a "Hydroflusher" truck
- Install, operate, and repair sewer systems, laterals, flow meters, manholes, lift station equipment and mechanical and electrical equipment associated with sewer lift stations
- Troubleshoot sewer blockages and lift station problems
- Dig ditches and holes using power and manual equipment
- Erect various types of barricades around excavations
- Measure, cut and fit pipe
- Clean and repair various pumps
- Drive a truck to transport tools, department personnel and equipment
- Clean and maintain vehicles, shops and the maintenance yard
- Operate and maintain hand and power tools along with light and heavy equipment
- Secure necessary tools and equipment for trucks
- Assist with minor repairs to sewer collection systems and lift station equipment
- Spray pesticide and clean in and around manhole covers, pumps and equipment
- Work on special projects as needed

Ability to:

Supervise the activities of a small crew or work independently without supervision; perform the physical actions necessary to maintain sewer collection systems and job sites, including working in confined spaces and lifting up to 90 pounds; safely operate motorized vehicles including cars and trucks, and related equipment and tools, such as a forklift, hydraulic crane, jack hammer, air ratchet, shovel, hose, and a variety of basic power and manual hand tools; safely operate a CCTV video camera and equipment; work both independently and as part of a team; follow safe working practices and safety procedures to maintain safe working conditions; read maps, blueprints and other related diagrams; understand and carry out verbal and written instructions; work cooperatively with others; operate devices and read a variety of gauges and meters; operate personal and handheld computers; complete handwritten or computerized paperwork; perform arithmetical calculations using standard and metric conversions; communicate with the general public, contractors and co-workers in a courteous, effective, and professional manner and commit to providing quality customer service.

Sewer Maintenance Worker:

- Operate and maintain a combination "Vactor" truck
- Operate and maintain a "Hydroflusher" truck
- Install, operate and repair sewer collection systems, laterals, flow meters, manholes, lift station equipment and mechanical and electrical equipment associated with sewer lift stations
- Troubleshoot sewer blockages and lift station problems
- Read and interpret collection system maps, blueprints and diagrams
- Dig ditches and holes using power and manual equipment
- Erect various types of barricades around excavations
- Measure, cut and fit pipe
- Clean and repair various pumps
- Drive a truck to transport tools, department personnel and equipment
- Clean and maintain vehicles, shops and the maintenance yard
- Operate a two-way radio
- Read and record readings of various meters and gauges
- Use a personal computer to input data and retrieve work orders
- Operate CCTV video cameras
- Assist with minor repairs to sewer collection systems and lift station equipment
- Spray pesticide and clean in and around manhole covers, pumps and equipment
- Maintain equipment and tools
- Operate hand and power tools along with light and heavy equipment
- Secure necessary tools and equipment for trucks
- Conduct special projects as needed

Ability to:

Perform the physical actions necessary to maintain sewer collection systems and job sites, including working in confined spaces and lifting up to 90 pounds; safely operate motorized vehicles including cars and trucks, and related equipment and tools, such as a forklift, hydraulic crane, jack hammer, air ratchet, solder torch, tap machine, shovel, hose, and a variety of basic power and manual hand tools; safely operate a CCTV video camera and equipment; work both independently and as part of a team; follow safe working practices and safety procedures to maintain safe working conditions; read maps, blueprints and other related

diagrams; understand and carry out verbal and written instructions; work cooperatively with others; operate devices and read a variety of gauges and meters; operate personal and computers; complete handwritten or computerized paperwork; perform arithmetical calculations using standard and metric conversions; communicate with the general public, contractors and co-workers in a courteous, effective, and professional manner and commit to providing quality customer service.

Senior Administrative Analyst / Aide:

- Prepares written correspondence, such as letters and memos, presentations, staff reports, resolutions, grant applications, and environmental reports
- Reviews written materials prepared in the Water Services Division, including Sanitation Section
- Supervises Administrative Intern
- Organizes and assists in creating and completing projects, such as the Sewer System Management Plan (SSMP)
- Analyzes documents, proposed legislation, and regulations, to determine impacts to Water Services Division, including Sanitation Section
- Attend City committee meetings
- Attends meetings representing water and sewer services throughout Southern California
- Maintains records of studies previously conducted
- Manages submission of all section budget documents, insuring all deadlines are met
- Coordinates with section heads regarding supplemental requests
- Organizes meetings with section heads
- Prepares annual report documenting Best Management Practices
- Prepares Urban Water Management Plan
- Prepares benchmark studies on various topics
- Manages cooperative projects (grants) with Orange County Sanitation District
- Administers Operator State Certification Program
- Responds to various local, state and federal surveys
- Updates Emergency Response Plan
- Attends meetings regarding legislation, conservation, current events and projects occurring throughout Southern California
- Prepares Monthly Sanitary District Reports for Sewer Section
- Coordinates with supervisors to update Public Works Quarterly Newsletter for Water Service's Division, including Sanitation Section
- Updates Division web pages
- Presents information and attends the Sanitary District Citizen Advisory

Committee meetings

- Attends industry-related meetings representing the Sanitary District.
- Assists the Water Services Manager in preparing analysis and administrative reports to local, state, and federal regulatory agencies
- Represents Water Division, including Sanitation Section at public events such as: Garden Grove Pride, school assemblies, Public Works Open House, Children's Drinking Water Festival, and service group meetings

Associate Engineer:

- Reviews of details for equipment submittals
- Coordination of payments
- Utilizes requisitions for form of payments
- Attends developmental related meetings
- Manages and directs operations for Engineering Section
- Conducts project administration
- Reviews projects for impacts to water and sewer system
- Reviews and updates standards
- Administers AQMD (Air Quality Management District) mandates

Foreman:

- Conducts inspections of City water and sewer projects
- Attends developmental related meetings
- Administers customer service contacts for water and sewer projects

Sr. Engineering Technician:

- Assists in project administration
- Inputs GIS record system for Water and Sewer System layers
- Converts existing file drawings to computer format with Access program
- Maintains and updates AutoCad & other computer programs used in the Division
- Installs hardware related to SCADA system
- Installs upgrades and new programming for various reservoir and well sites. All programming related to MMI, PLC's, and SCADA
- Troubleshoot any problems related to programming in PLC's
- Install PLC's and related hardware
- Consults with Water Production staff for programming needs of the City's water system
- Makes recommendations on hardware and software upgrades
- Provides record information for public and developers
- Updates gate valve location book, (approximately 10,000 system

valves)

- Maintains Water and Sewer Atlas Records
- Maintains filing system for all record plans
- Updates and maintains Water Division Standard Plans
- Participates in consultant selection
- Provides consultant design review
- Facilitates inter-department interactions with sections for projects involved
- Reviews capital projects for utility input
- Maintains records for Capital Improvement Projects (CIP)
- Reviews and comments on each land use case
- Reviews development plans
- Coordinates and supervises construction of Water and Sewer projects
- Answers capacity letters and preliminary inquires
- Conducts fire flow testing and fire flow inquiries for new development
- Performs fire hydrant water pressure tests
- Attends developmental related meetings
- Administers customer service contacts for water and sewer projects
- Performs bi-monthly radio system checks with the Water Emergency Response Organization of Orange County

Environmental Service Coordinator:

- Coordinates City and District Environmental Compliance programs such as the National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDRs) for Sanitary Sewer Collection Agencies, Air Quality Management District (AQMD) and hazardous materials/waste programs
- Coordinates City and District Environmental Public Outreach and Education Programs
- Coordinates and conducts enforcement actions
- Represents District at sub-committee meetings and General permittee meetings
- Reviews and coordinates the updating of District environmental compliance documents
- Performs duties as District's Fats, Oils, and Grease (FOG) Program Manager
- Responds to hazardous waste spills
- Coordinates environmental crimes investigations
- Reviews and approves development and construction plans to include conditional use documents

Senior Environmental Service Specialist:

- Conducts NPDES, AQMD and WDR compliance inspections at industrial facilities, food service establishments and other commercial facilities to include residential properties
- Responds to sanitary sewer overflows, that are FOG related
- Responds to hazardous waste spills
- Performs environmental crimes investigations
- Conducts Environmental Public Outreach and Education activities for the City and District
- Performs enforcement actions for the City and District
- Assists in the review of development and construction plans
- Attends regional NPDES meetings

Environmental Service Specialist:

- Conducts NPDES, and WDR compliance inspections at industrial facilities, food service establishments and other commercial facilities to

include residential properties

- Responds to sanitary sewer overflows, that are FOG related
- Responds to hazardous waste spills
- Performs environmental crimes investigations
- Conducts Environmental Public Outreach and Education activities for the City and District
- Performs enforcement actions for the City and District
- Attends regional NPDES meetings

Type of Spill	Initial Notification Timeframe	Agency to Notify by Phone	Report Timeframe
<p>Category 1 – Discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition that:</p> <p>A. Reach surface water and/or reach a drainage channel tributary to a surface water; or</p> <p>B. Reach a municipal separate storm sewer system (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the municipal separate storm sewer system is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or ground water infiltration basin (e.g., infiltration pit, percolation pond).</p> <p>Greater than or equal to 1,000 gallons, notify the OES and obtain a notification control number.</p> <p>Category 1 – any volume < 1000 gallons</p>	As soon as practical within 2 hours of becoming aware	Cal OES OCHCA OCPW	<p>- Submit Draft report within 3 business days of becoming aware of the SSO.</p> <p>- Certify within 15 calendar days of SSO end date. SSO Technical Report:</p> <p>- Certify within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater is spilled to surface waters.</p>
	N.A.		
<p>Category 2 – Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee’s sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a municipal separate storm sewer system unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.</p>	N.A.		<p>- Submit Draft report within 3 business days of becoming aware of the SSO.</p> <p>- Certify within 15 calendar days of SSO end date.</p>
<p>Category 3 – All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.</p>	N.A.		<p>- Submit Certified report within 30 calendar days after the end of month in which SSO occurred.</p>
<p>Private lateral – Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee’s sanitary sewer system or from other private sewer assets.</p>	As soon as practical.	Cal OES	<p>- PLSDs that the enrollee becomes aware of may be voluntarily reported to the CIWQS Online SSO Database.</p>
SSO Notification Contacts			
OES (Office of Emergency Services)	(800) 852 - 7550		

Appendix C-1

Code of Regulations (2010)

GARDEN GROVE SANITARY DISTRICT



CODE OF REGULATIONS

2010

A Codification of the Ordinances
and Regulations of the
Garden Grove Sanitary District,
11222 Acacia Parkway, PO Box 3070
Garden Grove, California, 92842

TITLE 1
GENERAL PROVISIONS

Chapters:

1.10 Code Adoption

1.20 Definitions and Rules of Construction

**CHAPTER 1.10
CODE ADOPTION**

Sections:

1.10.010	Short Title, Reference to Code.
1.10.020	Codification Authority.
1.10.030	Effective Date.
1.10.040	Severability and Validity of Code.
1.10.050	Distribution of Code.
1.10.060	Notation of Amendments.
1.10.070	Amendments.
1.10.080	Prior Ordinances and Regulations.
1.10.090	District Fee Resolution.

1.10.010 Short Title, Reference to Code. This Code shall be known as the "Garden Grove Sanitary District Code of Regulations" and it shall be sufficient to refer to said Code as the "Garden Grove Sanitary District Code" in any prosecution for the violation of any provisions thereof. It shall also be sufficient to designate any ordinance or resolution adding to, amending, or repealing, said Code, or portions thereof, as an addition or amendment to, or a repeal of, the "Garden Grove Sanitary District Code," or a portion thereof.

1.10.020 Codification Authority. This Code consists of the General Regulations of the Garden Grove Sanitary District as described under Section 6490 *et. seq.* of the Health and Safety Code of the State of California.

1.10.030 Effective Date. This Code takes effect upon the effective date of the Ordinance of the Board of Directors of the Garden Grove Sanitary District whereby this Code is adopted.

1.10.040 Severability and Validity of Code. If any section, subsection, sentence, clause, phrase or portion of this Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Code. The Board hereby declares that it would have adopted this Code and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

1.10.050 Distribution of Code. At least one (1) copy of this Code shall be filed for use and examination by the public in the office of the District Secretary or his or her designee. At least one (1) copy duly certified to by the District Secretary shall be maintained on file in the District Secretary's office. Additional copies shall be prepared in loose-leaf form and mounted to withstand heavy usage in such binders as the District Secretary may prescribe. Copies thereof shall be distributed as determined by the District Secretary.

1.10.060 Notation of Amendments. Upon the adoption of any amendment or addition to this Code, or upon the repeal of any of its provisions, the District Secretary shall certify thereto and shall make an appropriate notation in the volumes of said Code of the taking of such

action, noting thereon the number of the ordinances pursuant to which such action is taken. Duly certified copies of every ordinance making changes in such Code shall be filed in the office of the District Secretary in books for such purpose, duly indexed for ready reference.

1.10.070 Amendments. The District Secretary or his or her designee shall prepare copies of such changes in the Code for insertion in the loose-leaf copies thereof. Every section of the code so changed shall have printed thereon a notation of the ordinance number pursuant to which such change is adopted. All amendments shall be published in the Orange County Evening News, a newspaper published in this District and shall take effect upon the expiration of the week of publication pursuant to California Health and Safety Code § 6490.

1.10.080 Prior Ordinances and Regulations. This Code of Regulations is intended to be a comprehensive and complete statement of the District's ordinances and regulations. This Code therefore supersedes all ordinances, resolutions, and regulations of the District in effect on the effective date of this Code of Regulations and all such prior ordinances, resolutions, and regulations shall be deemed amended to read as provided in this Code of Regulations, with the exception of the following Ordinances and Resolutions that shall remain in full force and effect until amended as provided in this Code or under Law.

1.10.090 District Fee Resolution. Except as expressly provided in this Code, all fees, penalties, refunds, reimbursements, and charges of any kind levied, assessed, or collected by the District shall be designated in the District Fee Resolution, as amended by the District Board from time to time. Whenever applicable throughout the Code, reference may be made to the District Fee Resolution in lieu of any reference to specific fee amounts.

CHAPTER 1.20
DEFINITIONS AND RULES OF CONSTRUCTION

Sections:

1.20.010	Construction.
1.20.020	Effect of Headings.
1.20.030	Reference to Acts or Omissions Within The District.
1.20.040	Prohibited Acts, Including Causing, Permitting or Suffering.
1.20.050	Reference Applies to Amendments.
1.20.060	Service of Notices.
1.20.070	Proof of Notice.
1.20.080	Tenses.
1.20.090	Gender.
1.20.100	Number.
1.20.110	Shall and May.
1.20.120	Acts by Deputy.
1.20.130	Definitions.

1.20.010 Construction. Unless the provisions or the context otherwise require, these general provisions, rules of construction and definitions shall govern the construction of this Code. The provisions of this Code and all proceedings under it are to be construed with a view to effect its objects and to promote justice.

1.20.020 Effect of Headings. Title, chapter, section, and subsection headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, section or subsection hereof.

1.20.030 Reference to Acts or Omissions Within The District. This Code shall refer only to the omission or commission of acts within the territorial limits of the District and to that territory over which the District has jurisdiction or control by virtue of any law, or by reason of ownership or control of property.

1.20.040 Prohibited Acts, Including Causing, Permitting or Suffering. Whenever in this Code any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering or concealing such act or omission.

1.20.050 Reference Applies to Amendments. Whenever a reference is made to any portion of this Code, or to any ordinance or resolution of the District, the reference applies to all amendments and additions now or hereafter made.

1.20.060 Service of Notices. Whenever a notice is required to be given under this Code, unless different provisions herein are otherwise specifically made, such notice may be given either by personal delivery thereof to the person to be notified or by deposit in the United States mail in a sealed envelope, postage prepaid, addressed to such person to be notified, at his or her last known business or residence address as the same appears in the public records of the County or other

records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

1.20.070 Proof of Notice. Proof of giving any notice may be made by the certificate of any officer or employee of the District or of the City of Garden Grove, or by affidavit or declaration under penalty of perjury as provided by the California Code of Civil Procedure § 2015.5 of any person over the age of eighteen years, which shows service in conformity with this Code, or other provisions of law applicable to the subject matter concerned.

1.20.080 Tenses. The present tense includes the past and future tenses, and the future, the present.

1.20.090 Gender. The masculine gender includes the feminine and neuter.

1.20.100 Number. The singular number includes the plural, and the plural, the singular.

1.20.110 Shall and May. "Shall" is mandatory and "may" is permissive unless the context requires otherwise.

1.20.120 Acts by Deputy. Whenever a power is granted to or is duly imposed upon a public officer or employee, the power may be exercised or the duty may be performed by a deputy of such officer or employee, or by a person otherwise duly authorized, pursuant to law or ordinance or regulation or by an officer of the county or city, or by a deputy or employee of such officer when by contract with the District such officer is obligated and has agreed to perform certain duties on behalf of the District, unless this Code expressly provides otherwise.

1.20.130 Definitions. The following terms and phrases as used in this Code or in any ordinance, resolution, or code adopted hereby shall have the following meanings:

<u>TERM</u>	<u>DEFINITION</u>
AB 939	That State legislation commonly known as the California Integrated Waste Management Act (Stats 1989, Chapter 1095, as amended) as codified in Public Resources Code Section 40000, et seq., as it may be amended from time to time.
Bin	A metal container, commonly referred to as a dumpster, including a compactor and any such similar device, with a capacity of under ten cubic yards.
Board	The Board of Directors of the Garden Grove Sanitary District.
Bulky Items	Solid waste that cannot and/or would not typically be accommodated within a cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); residential waste (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per

TERM

DEFINITION

collection); and clothing. Notwithstanding any provision hereof to the contrary, bulky items shall specifically include items commonly known in the waste industry as "brown goods," "e-waste" and "universal waste" (including, without limitation all types of electronic waste, stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar type of equipment and products). Bulky items do not include car bodies, construction and demolition debris or (with the exception of appliances/white goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck collecting bulky items.

Cart A plastic container provided by a franchisee for collection, with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

Change in Operations Any modification in the operational procedures of a commercial kitchen which has the potential to significantly increase the amount of grease generated by food preparation, including, without limitation, any substantial increase in the net public area, any substantial increase in the hours of operation, any significant increase in the size of the kitchen or the number of food service or food preparation employees, or any significant change in the size or type of food preparation equipment.

City City of Garden Grove.

Collect or Collection or Collecting To take physical possession of, transport, and remove solid waste from a premises.

Commercial Kitchen Any business operating in the District as a full service or take-out restaurant, catering kitchen, employee cafeteria, or any other facility engaged in preparing and heat-processing food for consumption by the public or employees and which uses any equipment that produces grease vapors, steam fumes, smoke or odors that are required to be removed by a Type I or Type II hood. Establishments engaged only in assembling or serving food that is prepared entirely off site, and whose kitchen equipment consists only of beverage warmers and microwaves are not considered commercial kitchens.

Commercial Premises Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations and MFRFs, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, premises upon which MFRFs, hotels and motels are operated, shall be deemed to be commercial premises.

Commercial Solid waste generated, produced or discarded by or at commercial premises.

<u>TERM</u>	<u>DEFINITION</u>
Waste	Includes any and all liquid or solid waste substance not sewage from any producing, manufacturing or processing operation of whatever nature. Notwithstanding the foregoing, it shall include sewage mixed with commercial or industrial waste; however, it shall not include domestic sewage from residences, business buildings and institutions containing only waste from waterclosets, wash water, baths and kitchens.
Construction and Demolition Waste	Solid waste generated, produced or discarded in connection with construction, demolition, landscaping, or general clean-up activities of premises, including, without limitation, concrete, plaster, drywall, wood scraps, metals, dirt, rock and rubble.
Container	Any type of solid waste receptacle, including a cart, bin, and rolloff box.
County	County of Orange.
District	Garden Grove Sanitary District.
Dwelling Unit	A residential structure containing one or more habitable rooms, having one and only one kitchen, and arranged for or occupied by one or more persons living as a household unit with common access to all living, eating and food preparation areas.
Engage in	To carry on, keep, conduct, maintain, or cause to be kept or maintained.
Ex-officio	By virtue of office.
Franchisee	Any person, persons, firm or corporation to whom a franchise has been granted by the District for the collection, processing, recycling and disposal of solid waste.
Garbage	All animal and vegetable refuse resulting from the preparation, handling or dispensing of food, including every accumulation of animal and vegetable matter that attends the preparation, consumption, decay, dealings in or storage of meats, fish, fruits, vegetables, tallow, bones or meat trimmings that are rejected as useless by the owner or producer thereof.
General Manager	The City Manager of the City of Garden Grove, or his or her designee.
Generator	Any person who generates, produces or discards solid waste.
Grease	Any oil, fat, or oily, fatty substance such as vegetable or animal fat that runs or may turn viscous or solidifies with a change in temperature or other conditions.
Green Waste	Organic waste generated from any landscape, including but not limited to, grass clippings, leaves, prunings, tree trimmings, weeds, branches and brush in sizes that can be placed in containers designated for green waste.

<u>TERM</u>	<u>DEFINITION</u>
Hazardous Waste	All substances defined as “hazardous waste,” “acutely hazardous waste,” or “extremely hazardous waste” by the State of California in Health and Safety Code, Division 20, Chapter 6.5, including but not limited to Sections 25110.02, 25115, and 25117, or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.) (RCRA), all future amendments thereto, and all rules and regulations promulgated thereunder.
Law	Denotes applicable federal law, the constitution and statutes of the state of California, the ordinances of the City of Garden Grove, California, and any and all rules and regulations which may be promulgated hereunder.
Medical Waste	All wastes defined as “medical waste,” “sharps waste,” or “home-generated sharps waste” by the State of California in the Medical Waste Management Act, as codified in Part 14 of Division 104 of the Health and Safety Code (commencing with Section 117600), including but not limited to Sections 117671, 117690-117700, and 117755, or in the future amendments to or recodifications of such statutes.
Multi-Family Dwelling	A building or lot containing more than one dwelling unit at which the District and/or a franchisee determines that each dwelling unit can receive solid waste handling services through the use of carts.
Multi-Family Residential Facility or MFRF	Any building or lot containing more than one dwelling unit at which the District and/or a franchisee determines the dwelling units must receive solid waste handling service through the use of shared bins, as they are not reasonably able to store carts or otherwise receive individualized solid waste handling service through the use of the automated collection system utilizing carts.
Nuisance	Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or other condition specified in Section 3479 of the Civil Code of the State of California.
Occupant	As used in reference to a building or land shall include any person who occupies the whole or part of such building or land, whether alone or with others.
Office	The use of the title of any officer, employee, or official shall mean such officer, employee, or official of the Garden Grove Sanitary District, or his/her duly authorized representative.
Operate	To carry on, keep, conduct, maintain, or cause to be kept or maintained.
Parcel	A parcel as designated by the County Assessor.

<u>TERM</u>	<u>DEFINITION</u>
Person	Any person, firm, association, organization, partnership, business trust, company or corporation, and any municipal, political or governmental corporation, district, body or agency, other than the Garden Grove Sanitary District and City of Garden Grove.
Premises	Any land, building and/or structure within the District where solid waste is generated or accumulated.
Public sewer	The main sewer or trunk sewer, constructed in a street, highway, alley, place or right-of-way dedicated to public use.
Recyclable Materials	That solid waste capable of being recycled, including but not limited to glass, newsprint, paper, aluminum, cardboard, certain plastics or metal.
Recycle Or Recycling	The process of collecting, sorting, cleansing, treating, and reconstituting or otherwise processing materials that are or would otherwise become solid waste and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.
Refuse	All non-recyclable solid waste, trash, garbage, rubbish, offal, animal waste, and any other non-recyclable matter rejected as useless by the owner or producer thereof, whether combustible or non-combustible, except said term shall not include hazardous waste or medical waste as defined herein.
Remodeling	Any physical change to a building that requires a building permit.
Residential Premises	Premises within the District upon which single family and multi-family dwelling units exist; except, notwithstanding any provision to the contrary herein, for purposes of Title 5, premises upon which MFRFs, hotels, and motels are operated shall be deemed commercial premises.
Residential Waste	Solid waste, including recyclable materials, originating from residential premises.
Rolloff Box	A container of ten cubic yards or larger, including compactors.
Self-Hauler	Any person not engaged commercially in waste haulage who, pursuant to Title 5, provides for the collection, transportation and disposal of solid waste generated at his/her/its own premises.
Sewage	The water borne wastes from dwellings, kitchens, restaurants, institutions, stables, dairies, commercial or industrial buildings and other similar structures, but excluding any stormwater, rainwater, surface water, ground water, roof or yard drainage.
Single Family	A building or lot containing one dwelling unit and/or each dwelling unit within a

<u>TERM</u>	<u>DEFINITION</u>
Dwelling	multi-family dwelling.
Solid Waste	All discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, construction and demolition waste, industrial waste, commercial solid waste, bulky items (other than those bulky items defined as special wastes), and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as they may be amended from time to time. Solid Waste does not include hazardous (Class I) waste, low-level radioactive waste, untreated medical waste, or Special Wastes as defined herein.
Solid Waste Handling Services	The collection, transfer, transport, recycling, processing, and/or disposal of solid waste.
Special Wastes	Wastes other than solid waste, including sewage sludge (biosolids), industrial sludge, asbestos, auto bodies, tires, used motor oil, hazardous waste, animal body parts, explosive substances, radioactive materials, and other materials which may not be disposed of at a Class III landfill or which require special handling. It shall also mean and include universal waste (or U-Waste), which are those wastes listed in Section 66261.9 of Division 4.5, Title 22, California Code of Regulations.
State	The State of California.
Street	Any street, highway, avenue, lane, alley, court, place, square, sidewalk, parkway, curb, or other public way in the District that has been or may hereafter be dedicated and open to public use and accepted by the city in which it is located, or such other public property designated as a street pursuant to any law of this State. For purposes of Title 5, the term street shall also include any privately owned and/or maintained right of way.
Tenant	As used in reference to a building or land shall include any person who occupies the whole or part of such building or land, whether alone or with others.

TITLE 2

ADMINISTRATION

Chapters:

- 2.10 District Board**
- 2.20 Officers and Employees**
- 2.30 Conflict of Interest Code**

**CHAPTER 2.10
DISTRICT BOARD**

Sections:

- | | |
|-----------------|-----------------------------|
| 2.10.010 | Subsidiary District. |
| 2.10.020 | Officers. |
| 2.10.030 | Meetings. |
| 2.10.040 | Compensation. |
| 2.10.050 | Appeals. |

2.10.010 Subsidiary District. The District is a subsidiary district of the City of Garden Grove, California, formed in 1997 upon the filing of a certificate of completion, dated May 29, 1997, by the Local Agency Formation Commission. The District is a result of the approval of a change of organization by the Local Agency Formation Commission pursuant to LAFCO Resolution No. 96-14 (Garden Grove Reorganization No. 141) and Government Code Sections 56833 et seq. Pursuant to the change of reorganization approval, the City Council of the City of Garden Grove, California, shall be the governing Board of Directors of the District.

2.10.020 Officers. The Board shall appoint a President and Vice-President from among its members. The President shall preside over all meetings unless absent in which case the Vice-President shall preside.

2.10.030 Meetings. The place and time of regular meetings shall coincide with the regular meetings of the City's City Council. Special meetings shall be held at a place and time noticed according to the Ralph M. Brown Act, which shall be observed for all Board business.

2.10.040 Compensation. Subject to the limitations of Health and safety Code Section 6489, Board Members shall receive compensation of \$100 per day for each day's attendance at meetings, or for each day's service rendered as a Director, but not exceeding six (6) days in any calendar month, plus his/her reasonable expenses incurred incident thereto.

2.10.050 Appeals. Any action, determination, or decision of the General Manager may be appealed to the District Board pursuant to the provisions of this Section by any property owner affected by such action, determination, or decision, in writing, specifically stating the grounds for the appeal, and filed with the Secretary within five business days of the action, determination, or decision. The fee for such appeal shall be as established by the District Board in the District Fee Resolution and no appeal shall be deemed filed unless such payment is made. Upon the Secretary's receipt of a timely and otherwise proper appeal of an action, determination, or decision of the General Manager, the appeal shall be set for a public hearing before the District Board no less than ten business days nor more than forty-five business days after receipt of the appeal. Notice of the hearing shall be mailed to the appellant. Upon the hearing of the appeal, the District Board shall review the matter and may uphold, reverse, wholly or partly, or may modify any appealed action, determination, or decision of the General Manager. A reversal or modification shall only be approved by the District Board upon the adoption of a resolution which sets forth in writing the findings relied on to conclude that the appealed action, determination, or

decision was in error. A majority vote of the District Board shall be required to adopt a resolution reversing an action, determination, or decision of the General Manager.

**CHAPTER 2.20
OFFICERS AND EMPLOYEES**

Sections:

2.20.010	General Manager.
2.20.020	District Counsel.
2.20.030	Secretary.
2.20.040	Treasurer.
2.20.050	Employees.

2.20.010 General Manager. The General Manager of the District shall be the City Manager of the City of Garden Grove, California. The duties of the General Manager shall be to implement the policy decisions of the Board and to perform those other duties as required by the Board and to adopt such rules and procedures appropriate for and consistent with the provisions of this Code.

2.20.020 District Counsel. The District Counsel of the District shall be the City Attorney of the City of Garden Grove, California. The District Counsel shall provide all legal advice to the Board and perform all litigation services as needed.

2.20.030 Secretary. The Secretary of the District shall be the City Clerk of the City of Garden Grove, California. The Secretary shall perform all duties as prescribed by the General Manager.

2.20.040 Treasurer. The Treasurer of the District shall be the Treasurer of the City of Garden Grove, California. The Treasurer is responsible for the safekeeping, investment and payment of District monies, and shall perform such further duties as prescribed by the General Manager.

2.20.050 Employees. The General Manager is authorized to employ such employees as the District may need from time to time.

CHAPTER 2.30
CONFLICT OF INTEREST CODE

Sections:

2.30.010 City's Conflict of Interest Code Adopted by Reference.

2.30.010 City's Conflict of Interest Code Adopted by Reference. The District hereby adopts the City of Garden Grove's Conflict of Interest Code and any amendments thereto, pursuant to Health and Safety Code § 6491.2.

TITLE 3

REVENUE AND FINANCE

Chapters:

3.10 Annexation Charges

3.20 Sewer Connection Charges

**CHAPTER 3.10
ANNEXATION CHARGES**

Sections:

3.10.010	Standard Charge.
3.10.020	Joint Tenancies.
3.10.030	Additional Charges.
3.10.040	Laterals and Wyes.
3.10.050	Separate Property.
3.10.060	Exclusion of Public Street.
3.10.070	Benefit Adjustments.
3.10.080	Existing Charges.
3.10.090	Property in Assessment Districts.
3.10.100	Mitigation of Development Impacts.

3.10.010 Standard Charge. Property owners who wish to annex to the District shall pay charges in the amount specified by the Board in the District Fee Resolution.

3.10.020 Joint Tenancies. Each petitioner (or petitioners where title is held under joint tenancy, or as tenants in common or as community property) shall pay a minimum annexation charge in the amount specified by the Board in the District Fee Resolution for each separate lot or parcel of land up to one-half acre owned by him or them. In the event more than one petitioner (except where title is held in joint tenancy or as tenants in common or as community property) wishes to join in the same petition for annexation of the property which is contiguous to each other, they shall be considered as separate petitioners for the purpose of arriving at the cost of annexation under this Chapter.

3.10.030 Additional Charges. In addition to all other charges set forth above, each petitioner shall pay to the District any additional cost and expense incurred by the District which is of an unusual nature not normally incurred in the course of annexation; or any additional cost or expense incurred by the District to correct any error or misrepresentation, made by any petitioner to the District regarding any proposed annexation.

3.10.040 Laterals and Wyes. In addition to all other charges set forth above, each petitioner shall pay the cost of any laterals and wyes installed by the District for use by petitioners' property. The charges paid shall be the actual cost paid for the laterals or wyes by the District.

3.10.050 Separate Property. The annexation charge shall be for each separate parcel of property which the petitioner wishes to annex. Any parcel or group of parcels of property, which are contiguous to each other and which are included in one request or petition for annexation to the District, shall be considered as separate parcels. A separate piece of property for the purpose of this chapter is a piece of property which carries a separate and distinct legal description.

3.10.060 Exclusion of Public Street. For the purpose of determining acreage to establish the costs referred to herein, it is further provided that no existing public street or area

required by a City or County to be dedicated for widening any such street shall be included in the acreage computation for the purpose of arriving at the amount to be paid by such petitioner.

3.10.070 Benefit Adjustments.

- A. In addition to the charges for annexation and other charges provided in this Code, any person desiring to have property annexed to the District shall be charged such additional amount as the Board finds equitable, fair and just in cases where:
1. The land proposed to be annexed would receive a direct benefit from lines or facilities which are being or have been installed by the District or others in the immediate area of the property proposed to be annexed whether by virtue of a special assessment district or otherwise; or
 2. In any area within the District where the lines are being or have been installed by a person having a reimbursement program or agreement with the District and where the property of the person desiring to annex would receive a benefit by using the lines of said person who has a reimbursement program or agreement with the District.
- B. The provisions of this section shall not take effect in any instance unless and until the Board shall, after considering the situation, make a finding that facts exist which bring said situation within the provisions of this section.

3.10.080 Existing Charges. Nothing in this chapter shall affect the obligation of any person to the District for annexation charges which are due or unpaid to the District upon the effective date of this chapter or thereafter resulting from the provisions of the general regulation ordinances and minute orders that are otherwise incorporated in this Code. All of said obligations shall remain in full force and effect and shall be due to the District in accordance with the provisions of said prior regulations and orders.

3.10.090 Property in Assessment Districts. The District hereby incorporates the provisions of Sections 5464 and 5474, as amended from time to time, of the State Health and Safety Code pertaining to connection of property to the District sewer lines for owners participating in special assessment districts.

3.10.100 Mitigation of Development Impacts. In addition to the fees set forth in this Chapter 3.10 and in Chapter 3.20 below, when a new sewer line or relief sewer line has to be constructed in any drainage basin because of new development or redevelopment or impending new development or redevelopment, the Board may spread the cost of such construction over such new developments or redevelopments. New developments or redevelopments may be permitted to connect to existing sewer lines having limited capacity provided such new developments or redevelopments contribute their pro rata share as determined by the District, or the estimated costs of a new line or relief line which would be built at a later time.

**CHAPTER 3.20
SEWER SERVICE CHARGES**

Sections:

3.20.010	Sewer Service Charge Established, Credit.
3.20.020	Additions to Existing Structures.
3.20.030	Use Changes.
3.20.040	Larger Sewer Lines.
3.20.050	Sewer Service Charge Rates.
3.20.060	Collection of Sewer Service Charges Within City.
3.20.070	Collection of Sewer Service Charges Outside City.
3.20.080	Inspection Charges.
3.20.090	Additional Inspection Charges for Off Hours.
3.20.100	Additional Connection Charges.
3.20.110	Variances, Credits.
3.20.120	Agreements.

3.20.010 Sewer Service Charge Established, Credit. Each lot, piece, parcel, dwelling, building or structure within the District, for which application is made for a permit to connect to the existing sewer lines of the District shall be required to pay a sewer service charge as set forth herein.

3.20.020 Additions to Existing Structures. Where additional living or commercial units are added to existing buildings or structures already connected to the sewer lines of the District and such additional units will be making use of said sewer line, then in such event there shall be paid a sewer service charge.

3.20.030 Use Changes. Where existing buildings and structures are now or hereafter connected to the sewer lines of the District and the use of such buildings and/or structures is changed to a use having a higher charge under this Chapter, then in such event there shall be paid a sewer service charge as set forth by the Board in the District Fee Resolution conforming to such new use. Said charge shall be the difference between what the prior use charge would be under this chapter and what the new use charge is under this chapter.

3.20.040 Larger Sewer Lines. Such sewer service charge shall be one charge for the connection and use of the sewage facilities of the District. Such charge shall be over and above all other fees or charges made by the District for inspection of all sewer lines larger than four (4) inches inside diameter.

3.20.050 Sewer Service Charge Rates. The charges and rates therefor shall be established by the District Board in the District Fee Resolution.

3.20.060 Collection of Sewer Service Charges Within City. Pursuant to the provisions of Health and Safety Code section 5471, as may be amended from time to time, the Board of Directors hereby elects to have the sewer service charge for parcels within the corporate boundaries of the City of Garden Grove collected with the charges of the City of Garden Grove's

water utility, and that these charges may be collected on the same bills as the water charges, or on separate bills, as may be determined by the City of Garden Grove.

3.20.070 Collection of Sewer Service Charges Outside City. Pursuant to the provisions of Health and Safety Code section 5471, as may be amended from time to time, the Board of Directors hereby elects to have the sewer service charges for those areas outside of the corporate boundaries of the City of Garden Grove collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the District.

3.20.080 Inspection Charges. In addition to the sewer service charges herein, the additional amounts as the Board may establish in the District Fee Resolution shall be charged and received by the District for inspection of all sewer lines.

3.20.090 Additional Inspection Charges for Off Hours. In addition to the charges under Section 3.20.080 above, there shall be paid a sum in an amount established by the Board in the District Fee Resolution, for the time spent for inspection, including travel, for any inspection requested on a holiday, or at a time other than between 8:00 a.m. and 5:00 p.m. on regular working days.

3.20.100 Additional Connection Charges. The Board may establish in the District Fee Resolution such additional charges and fees as the Board may determine are reasonable and appropriate for connection to the District's facilities and for services the owner of the property may receive or request from the District.

3.20.110 Variances, Credits.

- A. Variances. The Board may upon good cause being shown grant variances from any of the provisions of this Chapter and may reduce or eliminate any of the charges and/or fees referred to herein upon the finding that unusual circumstances exist which would result in undue hardship or unfairness to the person or where the Board finds that it would be in the best interests of the District to waive any part or all of such charges and/or fees.

- B. Connection Credits. The Board, in order to encourage the use of the District sewer system instead of septic tanks and in order to facilitate connections to the District facilities as fairly as possible for all users, may allow a credit towards the Sewer Service Charge up to the amount of such fee in those instances where the future user is faced with abnormal or excessive additional costs either in construction of the local collector line or for payment of reimbursement for such lines.

- C. Rehabilitation Credits. For construction replacing former dwellings, commercial or industrial buildings, the connection charge shall be calculated on the same basis as provided in this chapter for new construction unless such replacement construction is commenced within two (2) years after the completion of demolition of the former building. In that case, a credit against such charge shall be allowed and shall be the equivalent of the pro-rata connection charge for the building being demolished, calculated on the basis of current

charges for new construction, provided, however, that in no case shall such credit exceed the current connection charge.

3.20.120 Agreements.

- A. This chapter does not alter any previous agreement between the District and any person concerning the subject matter herein discussed, if said agreement was made prior to the date of the applicable provision in this chapter or any applicable implementing Ordinance or Resolution.
- B. Except where a person and the District have entered into a valid lease agreement, all costs set forth herein must be paid for before any property may be connected to the District's facilities.
- C. Notwithstanding anything in this section to the contrary, if the Board makes a finding on evidence presented to it that any person in good faith entered into a contract in reliance on quotations given to him or her by the District based upon the charges and fees in effect prior to the effective date of this chapter, then the Board may reduce the charges and fees for that person to the amounts which were in effect prior to the effective date of this chapter.

TITLE 4
SEWERS REGULATIONS

Chapters:

- 4.10 Sewers**
- 4.20 California Plumbing Code Adopted**

**CHAPTER 4.10
SEWERS**

Sections:

4.10.010	Connections to Sewer Lines, Permit Required.
4.10.020	Connection through adjoining property.
4.10.030	Residential sewer in undedicated street.
4.10.040	Septic Tank or Cesspool Discharges Prohibited.
4.10.050	Discharge of objectionable materials—Regulations.
4.10.060	Discharge of corrosive harmful wastes.
4.10.070	Rain and surface water prohibited.
4.10.080	Automobile washing areas regulated.
4.10.090	Opening manhole prohibited.
4.10.100	Discharge into sewer manholes regulated.
4.10.110	Cleaning manholes.
4.10.120	Maintenance of residential connections.
4.10.130	Commercial Waste Disposal—Permit required.
4.10.140	Commercial Waste Disposal—Permit application.
4.10.150	Commercial Waste Disposal—Limitations.
4.10.160	Commercial Waste Disposal—Acts prohibited.
4.10.170	Commercial Waste Disposal—Permit term.
4.10.180	Commercial Waste Disposal—Permit transfer.
4.10.190	Commercial Waste Disposal—Compliance tests and inspections.
4.10.200	Sewer closing procedure.
4.10.210	Connection Approvals.

4.10.010 Connections to Sewer Lines, Permit Required. No connection to any of the District sewer lines shall be made unless a permit shall first have been issued by the District for connection. No connection pursuant to any such permit shall be made at any other place than that designated therein. Where additional fixtures in excess of the original fixture units are added to existing buildings or structures or reconnected to the sewer lines of the District and such additional fixtures will be making a use of said sewer lines, then in such event said additional fixtures shall not make use of said District sewer lines unless a permit shall first have been issued by the District for such additional fixtures.

4.10.020 Connection through adjoining property.

- A. No connection from any building or other structure shall be made to any public sewer, if such connection or any portion thereof is in, under, across or upon any lot other than the lot on which said building or structure is located.
- B. If a lot requiring a sewer connection is so situated that access to the public sewer is not possible except across some other lot, a sewer connection may be placed in a recorded easement which includes the right-of-way and maintains such connection and is appurtenant to the lot to be served by such sewer connection.

4.10.030 Residential sewer in undedicated street. No person shall connect any sewer which has been or may hereafter be, constructed in any street, highway, alley, right-of-way or other public place prior to the dedication and acceptance of such street, highway, alley, right-of-way or other public place by the City or County on behalf of the public, unless such sewer first mentioned shall have been laid under the supervision and/or to the satisfaction of the General Manager and in accordance with all City or County regulations applicable thereto.

4.10.040 Septic Tank or Cesspool Discharges Prohibited. No person shall connect or discharge into the District sewer lines any sewage, affluent or other matter from any septic tank or cesspool or to any building thereto.

4.10.050 Discharge of objectionable materials—Regulations. Except as otherwise provided in this Chapter, it is unlawful to place, deposit or discharge, either directly or indirectly, into any District sewer or into any sewer connection or on or upon any street, alley or public place or upon any private property or any other place in such a manner that the same will be permitted to run into any such District sewer, any of the following substances:

- A. Any oil, petroleum, gasoline, naphtha, liquid asphaltum or petroleum product, or any fatty matter, benzene, fuel, or other flammable or explosive liquid, solid or gas;
- B. Dead animals, fish, fruit or vegetable matter in any form.
- C. Any commercial waste other than domestic sewage that will not readily disintegrate in the sewage treatment plant or that will cause or tend to cause obstructions in the sewer system or the sewage treatment plant or interfere with or tend to interfere with the efficient and successful operation of the system or the plant, or cause a potential hazard or objectionable odor;
- D. Any chemicals or wastes destructive to masonry or portland cement concrete;
- E. Grease, except in quantities commonly contained in domestic sewage, or commercial waste which may contain more than two hundred (200) parts per million, by weight, of fat, oil or grease;
- F. Any effluent of a temperature exceeding one hundred forty degrees Fahrenheit (140°), or that would cause the temperature of wastewater entering the headworks of any wastewater treatment plant to exceed one hundred four degrees Fahrenheit (104°);
- G. Any radioactive waste, which exceeds the limits specified in Title 17, Chapter 5, Subchapter 4, Group 3, Article 5, Section 30287 of the California Code of Regulations;
- H. Any commercial waste, including but not limited to mineral salts, molds or wastes resulting from their manufacture and other products which will tend to sterilize activated sludge, trickling filter slimes, or slime growth on artificial or natural slow sand and filters;
- I. Any solids or viscous substances of such size or in such quantity that may cause obstruction to the flow in the sewer or to be detrimental to proper wastewater treatment plant operation;

- J. Any wastes with odors of such strength that the discharge of the wastes to any wastewater treatment plant results in, as determined by the District, an odor violation of the treatment plant's waste discharge requirements, where without the discharge no odor violation would have been anticipated;
- K. Any waste containing substances that may precipitate, solidify or become viscous at temperatures between fifty (50°) degrees and one hundred (100°) degrees Fahrenheit;
- L. Any waste capable of passing through the waste water treatment works and producing discoloration of treatment plant effluent;
- M. Any water added for purposes of diluting wastes which would otherwise exceed applicable maximum concentration limitations;
- N. Any waste which may create a fire or explosion hazard in the wastewater collection or treatment system;
- O. Any waste prohibited by federal standards from being discharged to the sewer system.
- P. Any ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch manure, rags, earth or stone dust or any other solid or viscous substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works;
- Q. Any commercial waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
- R. Any noxious or malodorous gas or substance capable of creating a public nuisance;
- S. Any liquid or vapor having a temperature higher than 85 degrees Fahrenheit unless properly treated for scale inhibition;

4.10.060 Discharge of corrosive harmful wastes. Before any person may discharge alkalies, acids or other corrosive or harmful wastes into the public sewer, he or she shall reduce the biochemical oxygen demand (BOD) and control the pH to the extent which the District finds adequate, taking all circumstances into consideration. In all cases the wastewater discharge shall have a pH within the range of 6.0 to 9.5.

4.10.070 Rain and surface water prohibited. No person shall connect, any roof drain, yard drain or other conduit used for carrying off rain or surface water, to any District sewer or sewer leading thereto. No person shall cause or permit any indirect connection to the District sewer or house sewer leading thereto by means of which rain or surface waters are permitted to enter the public sewer.

4.10.080 Automobile washing areas regulated. No person engaged in washing motor vehicles or other equipment exclusive or incidental to any other business, shall permit any

water or effluent from such operations to flow into any District sewer unless the washing area is equipped with an approved sand and grease control device. Such washing areas shall be roofed over and shall be so constructed as to prevent any water from flowing over any street or public property, and to prevent any storm or surface water from entering any District sewer.

4.10.090 Opening manhole prohibited. No person shall open or enter, or cause to be opened or entered, any manhole in any District sewer to dispose of solid waste or other deleterious substances, or storm or surface waters, or for any other like purpose.

4.10.100 Discharge into sewer manholes regulated. The discharge of wastes into sewer manholes without the written permission of the District is prohibited.

4.10.110 Cleaning manholes. When wastewater is discharged into a specified manhole under permission from the District, it shall be discharged through a pipe or hose in such a manner that none of the effluent is left adhering to the sides or shelf of the manhole, and if any such effluent is inadvertently allowed to adhere to the sides or shelf of the manhole, the manhole shall be thoroughly cleaned with clean water.

4.10.120 Maintenance of residential connections. All residential connections and appurtenances thereto now existing or hereafter constructed, shall be maintained by the owner of the property served in a safe and sanitary condition and all devices or safeguards which are required by this title for the operation thereof shall be maintained in good working order.

4.10.130 Commercial Waste Disposal—Permit required. No person shall discharge or deposit any commercial waste into or upon any area in the District, or into any underground or surface waters in the District where such commercial waste is or may be deposited upon or may be carried through or over any area of the District except in conformity with the provisions of this chapter, and unless the person shall have first secured, in the manner hereinafter provided, a permit so to do from the District.

4.10.140 Commercial Waste Disposal—Permit application. Applications for permits required hereunder shall be filed with the General Manager upon printed forms to be prescribed and supplied by him or her. The General Manager may require any additional information, including plans and specifications which he or she may deem necessary for the proper disposition of the application.

4.10.150 Commercial Waste Disposal—Limitations. The General Manager may incorporate in any permit issued pursuant to this chapter, such limitations or conditions as may be reasonably necessary to effectuate the purpose of this chapter and may from time to time, review the limitations or conditions which have been incorporated in any permit theretofore issued, giving consideration to changed conditions, and may, whenever in his or her judgment it is advisable or required in order to maintain the waters of the District free from pollution, alter, revise, modify, delete or add further limitations or conditions applicable to any permit theretofore issued. No such alteration, revision, modification, deletion or addition of limitations or conditions shall be effective, however, until notice in writing thereof shall have been served upon the permittee in the manner provided by Section 1.20.060.

4.10.160 Commercial Waste Disposal—Acts prohibited. A permit issued under this chapter does not authorize any act or acts forbidden by any law, rule, regulation or order of any public agency or department and such fact shall be so stated on the face of all permits issued.

4.10.170 Commercial Waste Disposal—Permit term. A permit for the disposal of commercial waste shall be valid until suspended or revoked in the manner hereinafter provided.

4.10.180 Commercial Waste Disposal—Permit transfer. The General Manager may transfer a permit to the successor in interest of a permittee upon the filing by the successor in interest of a written application therefor, together with such evidence of transfer of title or interest as the General Manager may require; provided, however, a permit shall not be transferable from one location to another. The General Manager shall immediately notify by first class mail, the person that requested a transfer of a permit of the action taken.

4.10.190 Commercial Waste Disposal—Compliance tests and inspections. For the purpose of securing compliance with this chapter, the General Manager shall make periodic tests of samples of commercial waste obtained from the place or places of discharge or deposit, and such other tests deemed necessary for proper administration hereof. For purpose of making such tests or inspections, the General Manager or his or her duly authorized deputies or agents shall be permitted at all reasonable hours to enter any premises or place where commercial waste is being or is proposed to be discharged or deposited, or where there may be a violation of this chapter.

4.10.200 Sewer closing procedure. Whenever the use of a sewer is discontinued by reason of connection to another sewer or by reason of moving, wrecking or burning of a building, or for any other reason, such sewer shall be sealed at the property line or easement line or at the District sewer. Whenever the General Manager shall find that a sewer has not been sealed as required herein, he or she shall serve notice and post the property to that effect. Unless the sewer has been sealed as required within ten (10) days after the posting of such notice, the General Manager is authorized to have such sewer sealed, and the costs thereof shall be reimbursed to the District by the property owner within thirty (30) days after the District shall render an invoice for the same.

4.10.210 Connection Approvals. The General Manager may suspend, condition, or deny any or all applications for connections or permits for additional fixtures as provided under Section 4.10.010 of this Code where the General Manager determines that such action is necessary to remain within the aggregate operation capacity of the sanitary sewer system available to the affected property for which the connection or permit is sought or to meet the discharge standards of the sanitary sewer system imposed by the California Regional Water Quality Control Board for the Santa Ana Region. The decision of the General Manager to suspend, condition, or deny an application shall be subject to appeal to the District Board as provided in Section 2.10.050.

CHAPTER 4.20
CALIFORNIA PLUMBING CODE ADOPTED

Sections:

4.20.010 Adoption of California Plumbing Code as Adopted by City.

4.20.010 Adoption of California Plumbing Code as Adopted by City. Pursuant to California Health and Safety Code § 6491.2, the Chapter, Section and Part Numbers of the California Plumbing Code as adopted by the City and codified at Chapters 18.04 and 18.24 of the Garden Grove Municipal Code are hereby adopted by reference and made a part hereof, provided that whenever the term "administrative authority" is used in the code, it shall be construed to mean the Board, or its authorized representative.

TITLE 5

SOLID WASTE REGULATIONS

Chapters:

5.10 Solid Waste

5.20 Franchises

**CHAPTER 5.10
SOLID WASTE**

Sections:

5.10.010	Collection Authority.
5.10.020	Collection Service Required.
5.10.030	Solid Waste Containers.
5.10.040	Self-Haulers.
5.10.050	Handling and Storage of Solid Waste and Recyclable Materials.
5.10.060	Frequency of Solid Waste Removal.
5.10.070	Removal of Heavy Objects.
5.10.080	Tampering with Solid Waste Prohibited.
5.10.090	Recyclable Materials as Franchisee or District Property.
5.10.100	Recycling by Private Individuals or Organizations.
5.10.110	Special Pickup—Bulky Items.
5.10.120	Placement of Containers for Collection.
5.10.130	Time of Container Placement.
5.10.140	Removal of Empty Containers.
5.10.150	Littering Prohibited.
5.10.160	Public Nuisance.
5.10.170	Hazardous Waste Disposal Prohibited.
5.10.180	Procedures for Disposing of Hazardous Waste.
5.10.190	Sanitary Maintenance Required.
5.10.200	Unlawful Containers - Notice of Violation.
5.10.210	General Penalty—Infraction.
5.10.220	Franchisee Remedies.

5.10.010 Collection Authority.

- A. The District shall provide for the collection and disposal of solid waste from all premises within the District either by granting one or more franchises to a public or private entity or entities for such collection and disposal or by such other methods as the Board may authorize.

- B. Except as otherwise provided herein, the District and its duly authorized agents and employees, or franchisee(s) and their duly authorized agents and employees, shall have the exclusive right to gather, collect and dispose of solid waste from all premises within the District in accordance with the provisions of this Code, except that self-haulers registered in accordance with this chapter shall have the right, in a lawful manner, to dispose of solid waste generated from their own activities.

- C. The General Manager shall have the charge and supervision of such collection and disposal and shall approve the routes and days thereof. When such routes and/or days of collection are established or changed, the franchisee, or, if none, the General Manager, shall give appropriate notice thereof to the public.

5.10.020 Collection Service Required.

- A. Arrangements for Removal of Solid Waste Mandatory. Except as otherwise provided in this title, every owner, tenant, occupant or person in charge or control of every commercial or residential premises where solid waste is generated or accumulates shall either (1) subscribe to solid waste handling services with a franchisee or the District, as applicable; or (2) obtain and maintain registration as a self-hauler pursuant to this Chapter in connection with said premises.
- B. Exception; Vacant Premises. The above requirement to provide for solid waste handling services shall not apply in connection with any residential premises at which all dwelling units are vacant, or commercial premises that are completely vacant; provided, however, that this exception shall only apply during the time period such premises are vacant and following receipt of written notice by the District and/or franchisee, as applicable, that such premises have been vacated. Any person seeking to avail himself or herself of the exception provided herein shall bear the burden of providing reasonable evidence to District and/or franchisee, pursuant to such regulations or guidelines as the General Manager is hereby authorized to develop or approve, demonstrating the premises are vacant. Premises shall not be deemed vacant for purposes of this exception during such period of time that such premises are unoccupied due only to a temporary absence of the owner(s) or occupant(s), such as a period during which the owner(s) or occupant(s) are merely away on vacation.

5.10.030 Solid Waste Containers.

- A. Every owner, occupant or person in possession, charge or control of any premises within the District shall deposit or cause to be deposited all solid waste generated or accumulated on such premises, and intended for collection and disposal, in sealed, watertight bins, carts, rolloff boxes or other containers that are either (1) provided by, or acceptable to, a franchisee; or (2) approved by the General Manager for self-hauling purposes pursuant to this chapter. No owner, occupant or person in possession, charge or control of any premises shall utilize a bin, cart, rolloff box or other container not in conformance with the requirements hereof for the collection, accumulation or storage of solid waste.
- B. For all residential premises, up to three carts, colored brown for green waste, black for non-recyclable materials and green for recyclable materials, will be furnished by the District or a franchisee without charge. Additional carts may be requested, but may be subject to an additional charge.

It is intended that solid waste generated at residential premises will be separated according to its character and placed in the applicable colored cart. In order to assist owners and occupants of residential premises to appropriately separate solid waste generated at such premises, the following is a list of examples of the types of acceptable and unacceptable

material to be placed in each color cart. This list is not intended to be exhaustive and shall be subject to change by the District or its franchisee at any time and to changes in applicable law.

GREEN CONTAINER— Acceptable	BLACK CONTAINER— Acceptable	BROWN CONTAINER— Acceptable
AEROSOL CANS <i>(completely empty)</i> ALUMINUM & TIN CANS ALUMINUM FOIL BEVERAGE CANS BOTTLE CAPS BROCHURES CARDBOARD CEREAL BOXES COMPUTER PAPER DRINK BOXES EGG CARTONS FOAM CUPS AND PLATES <i>(unsoiled)</i> FOOD CANS FROZEN FOOD BOXES GLASS BOTTLES AND JARS JUICE CARTONS JUNK MAIL & COUPONS LAUNDRY BOTTLES LEDGER PAPER MAGAZINES METAL COAT HANGERS MILK-TYPE CARTONS NEWSPAPERS PAINT CANS <i>(empty only, dry cans, lids off)</i> PAPER/PAPER TUBES PIZZA BOXES PLASTIC (#1-6) PLASTIC BOTTLES / CONTAINERS PLASTIC CUPS/UTENSILS PLASTIC MILK JUGS PHONE BOOKS USED ENVELOPES WRAPPING PAPER	ANIMAL/FOOD WASTE BATHROOM WASTES CARPET/FLOORING CAR PARTS CAT LITTER CIGARETTE BUTS DIRT/CEMENT/ROCK <i>(do not fill more than 1/4 of container)</i> DISPOSABLE DIAPERS DRINKING GLASSES FOOD WASTE FREEZER / REFRIGERATOR FOOD BOXES FURNITURE GLASS AND CERAMIC PLATES/CUPS LIGHT BULBS <i>(no hazardous florescent bulbs)</i> MIRRORS PALM FRONDS OLD CLOTHES/SHOES PLASTIC TOYS RAGS/SPONGES SOILED PAPER PLATES TOOTHPASTE TUBES / PUMPS WAXED PAPER WINDOW GLASS	GRASS/LEAVES PRUNINGS <i>(except palm fronds)</i> TWIGS/SMALL BRANCHES <i>(4 inches or less in diameter; 3 feet or less in length)</i> VEGETATION WOOD WEEDS

GREEN CONTAINER— Not Acceptable	BLACK CONTAINER— Not Acceptable	BROWN CONTAINER— Not Acceptable
AEROSOL CANS (<i>non-empty</i>) WAXED/CARBON PAPER FOOD/LIQUID WASTE TRASH & GREEN WASTE HAZARDOUS WASTE	BULKY ITEMS CONSTRUCTION DEBRIS LARGE APPLIANCES RECYCLABLE MATERIALS GREEN WASTE HAZARDOUS WASTE	ANIMAL/FOOD WASTE CONSTRUCTION DEBRIS DIRT/ROCKS PALM FRONDS PLASTIC BAGS RUGS/FLOORING/METAL RECYCLABLES & TRASH HAZARDOUS WASTE

- C. Container lids shall remain closed at all times that the container is unattended. If the solid waste contained within a bin, cart, rolloff box or other container exceeds the actual capacity of the container, then a larger container or multiple containers must be utilized. The owner, tenant, occupant and/or person or entity in control of a premises shall be responsible for the clean-up of any solid waste spilled, dumped or scattered as a result of a container overflow.
- D. It is unlawful for any person to share, place solid waste in, or to otherwise use the bin, cart, rolloff box or other container of another person or business. Notwithstanding anything contained herein to the contrary, the sharing of containers shall be permitted under the following conditions:
1. The owner, property manager or person in charge or control of a premises upon which a multi-family dwelling or multi-family residential facility exists may arrange for bins, carts, rolloff boxes or other containers for shared use by the occupants, tenants or persons in possession of the dwelling units on such premises.
 2. The occupants of a single commercial building or contiguous and adjacent commercial building may share a bin, cart, rolloff box or other container for solid waste handling services at a common location, subject to approval of the General Manager, which may be delegated to a franchisee. Approval by the General Manager shall be based upon (a) the type of solid waste generated by each commercial premises; and (b) the number of containers and frequency of solid waste collection needed to protect the public health, welfare and safety.
- E. It is unlawful to use any bin, cart, rolloff box or other container furnished by the District or a franchisee for any purpose other than the collection, accumulation and storage of solid waste; or to convert or alter such containers for other uses; or to intentionally damage such containers.

5.10.040 Self-Haulers.

- A. Self-haulers registered and operating in accordance with this chapter are only permitted to collect, transport and dispose of solid waste generated by and upon the self hauler’s own premises. Under no circumstances may a self-hauler collect, transport or dispose of solid waste generated upon premises that are not owned, operated or controlled by the self-hauler. Notwithstanding any other provision of this chapter, registered self-haulers shall not

be permitted to share, place solid waste in, or to otherwise use the bin, cart, rolloff box, or other container of another person or business.

B. Registration. All self-haulers shall comply with the following registration requirements:

1. Each self-hauler shall obtain a registration application form from the General Manager. Self-haulers must renew their registrations at the commencement of each fiscal year. Initial applications following the adoption of these regulations must be submitted to the General Manager on or before September 30, 2010.
2. The application to register for self-hauling, whether upon initial application or renewal, shall include the following: (a) a list of all bins, carts, rolloff boxes and other containers to be used by the self hauler; (b) a list of all transport and disposal equipment to be used by the self hauler; (c) a written explanation of where all solid waste will be delivered for disposal and diversion; (d) a written plan explaining to the reasonable satisfaction of the General Manager how not less than fifty percent of solid waste collected will be diverted from disposal in compliance with AB 939; and (e) any other information deemed necessary by the General Manager to ensure protection of public health, safety and sanitary needs.
3. Renewal applications shall additionally include: (a) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has effectively diverted at least fifty percent of all solid waste generated at its premises from landfills in a manner that complies with the requirements of AB 939; and (b) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has delivered solid waste generated at its premises to appropriate disposal or recycling facilities at least as frequently as collection is required for such self-hauler by the General Manager.
4. The General Manager shall approve the application if it meets the requirements of this section, and if the equipment, containers, diversion plan and disposal plan meet with his or her reasonable satisfaction, and if evidence of past diversion and disposal requirements demonstrate the applicant has complied with the fifty-percent diversion requirement and otherwise complied with all laws related to disposal of solid waste.

C. Containers. Each self-hauler shall provide its own bins, carts, rolloff boxes or other containers. Bins, carts, rolloff boxes or other containers utilized by a self hauler must conform to industry standards for solid waste disposal and must be approved by the General Manager in writing prior to issuance of a self-hauler registration. In addition, any containers utilized by a self hauler shall comply with the following requirements:

1. All containers shall be maintained in good repair, and any question as to the meaning of this standard shall be resolved by the General Manager;
2. All containers shall be maintained in a sealed, watertight condition;

3. Self-haulers shall remove any graffiti that appears on containers within twenty-four hours after becoming aware of it.
- D. **Collection and Transport Equipment.** Collection and transport equipment, including but not limited to transport trucks and vehicles, utilized by a self-hauler must be approved by the General Manager in writing prior to issuance of a self-hauler registration.
- E. **Non-Commercial Venture.** It is the intent of this chapter to prevent and proscribe self-hauling activities undertaken as a commercial enterprise. Self-haulers must obtain all equipment, including containers and collection and transportation equipment, at a fair market value that does not include any hauling services, “free” or otherwise. A self-hauler may utilize its own employees to undertake self-hauling activities, but under no circumstance may a self-hauler utilize an independent contractor or any other person or entity for waste disposal services other than a franchisee.
- F. **Other Recycling Obligations.** Self-haulers shall recycle all recyclable materials not otherwise addressed by this section to a degree and in a manner consistent with standards generally applicable to the solid waste disposal industry and as required by state law.
- G. **Collection Frequency.** Unless otherwise specifically provided in this chapter, self-haulers shall remove solid wastes from their premises at least once per week. However, upon application to the District for registration as a self-hauler, the General Manager may determine a different frequency for solid waste collection, transport and disposal from the self-hauler’s premises. This determination shall be based upon the nature of the premises, the type of solid waste generated by the premises, and the collection capacity of the self-hauler as demonstrated by information in the application.
- H. **Hazardous and Special Wastes.** Unless lawfully and currently licensed under applicable state, federal and local laws, no self-hauler shall engage in the collection, transport or disposal of hazardous waste or special wastes.
- I. **Revocation.** The General Manager may revoke prior approval of a self-hauler registration if the registrant either (1) fails to divert at least fifty percent of all solid waste generated at its premises from landfills in a manner that complies with the requirements of AB 939; or (2) fails to deliver solid waste generated at its premises to appropriate disposal or recycling facilities at least as frequently as collection is required for such self-hauler by the General Manager.

5.10.050 Handling and Storage of Solid Waste and Recyclable Materials. Solid waste and recyclable materials shall be placed directly into solid waste and recyclable materials containers respectively, except as hereinafter provided:

- A. Garbage shall first be drained and wrapped to eliminate odor, leakage and fly and rodent infestation before being placed in solid waste containers.

- B. Waste and manure from animals, except that generated from farms or stables, shall first be placed in moisture-resistant bags, securely sealed to prevent leakage, odor, fly and rodent infestation, before being placed in solid waste containers.
- C. Untreated medical waste shall be stored, transported and disposed of in accordance with the provisions of the Medical Waste Management Act, California Health and Safety Code Section 117600 *et seq.*, as it may be amended, the regulations adopted and promulgated pursuant to such statutes, and any applicable ordinances, regulations, or requirements of the Orange County Health Care Agency, as the same may be amended from time to time.
- D. Ashes and dust shall be placed in disposable bags securely sealed to prevent leakage before being placed in solid waste containers.
- E. Grass clippings, cuttings, leaves and other smaller vegetation including shrubs, brush and tree trimmings cut into short lengths shall be placed in approved containers designated for green waste.
- F. Boxes and crates shall be dismantled or flattened. Boxes and crates constructed of recyclable materials shall be placed in approved containers designated for recyclable materials.
- G. Construction and demolition waste or manure from farms and stables shall be stored in approved containers in a manner so as not to create a nuisance and at a location approved by the franchisee or the General Manager.
- H. It shall be unlawful for a person occupying or having control of any premises to introduce refuse, contaminated material or any materials which are not recyclable into a solid waste container designed for recyclable materials.
- I. Every person occupying or having control of any premises shall insure that a sufficient number of approved containers are available to properly store all solid waste, including recyclable materials and green waste, generated at said premises.
- J. Any solid waste that does not reasonably fit within a container (such as furniture or other large bulky items) must be covered and protected, as by a tarp, netting or other secured material, in order to prevent the scattering of debris by natural forces such as wind or animals. Bulky items shall be removed from the premises at which they are generated pursuant to Section 5.10.110 or otherwise in accordance with the provisions of this title.
- K. No person shall burn any solid waste within the District, except in an approved incinerator or other device for which a permit has been issued by the building official, fire marshal, and/or other public agency official having jurisdiction, and which complies with all applicable local, state, and/or federal permit requirements, laws, rules and regulations.
- L. Any person who generates solid waste in connection with the construction of a new building, a building addition, remodel, or the demolition of any structure for which a building permit is required, shall either make arrangements for solid waste handling service

with the use of containers from a franchisee, be registered to self-haul such solid waste in the manner required by this Chapter, or make arrangements in accordance with Section 5.20.030(C).

5.10.060 Frequency of Solid Waste Removal. With the exception of vacant premises meeting the provisions of Section 5.10.020.B, above, each owner, tenant, occupant or person in charge of commercial or residential premises where solid waste, green waste or recyclable material accumulates shall cause said containers to be emptied and all solid waste shall be removed at least once each calendar week, except that food processing and food serving establishments shall cause said containers to be emptied of garbage at least three times each calendar week. The General Manager may provide written notice to the owner, occupant, or person in charge of any residential or commercial premises that the above minimum removal requirements are not sufficient to satisfy public health and safety needs or avoid the creation of a public nuisance due to unique circumstances at such premises and may direct that solid waste be removed by the owner, occupant, or person in charge of any premises so notified on a more frequent schedule and/or that additional or larger containers be utilized.

5.10.070 Removal of Heavy Objects. Each owner, tenant, occupant or person in charge of any premises shall at least once each calendar month collect and dispose of all waste material and debris, such as discarded automobile bodies, similar heavy or bulky objects and all other waste not specifically defined herein which may accumulate on such premises.

5.10.080 Tampering with Solid Waste Prohibited. No person other than the owner thereof, his or her agents or employees, an officer, employee, or authorized agent of the District, or the agents or employees of a franchisee, shall enter, tamper, or meddle with green waste, recycling or solid waste containers or the contents thereof or remove the contents of any such container or remove any such container from the location where the same shall have been placed by the owner thereof or the owner's agent. This includes both segregated and non-segregated recyclables at commercial and residential premises.

5.10.090 Recyclable Materials as Franchisee or District Property. Once recyclable materials are placed in a designated container for such purpose at a designated recycling collection location for collection by a franchisee or the District, the recyclable materials shall become the property of the franchisee or the District, as applicable.

5.10.100 Recycling by Private Individuals or Organizations. Nothing in this chapter shall limit the right of an individual person, organization or other entity to donate, sell or otherwise dispose of recyclable materials, provided that any such disposal is in accordance with the provisions of this title or of other applicable law.

5.10.110 Special Pickup—Bulky Items.

A. Household Bulky Item Collection Program. The Household Bulky Item Collection Program entitles residents of each single family dwelling within the District who subscribe to solid waste handling services with a franchisee to collection of bulky items generated by such residents. Residents of each residential premises may schedule with the franchisee three free bulky item collections within a calendar year. The program shall be limited to ten

(10) items maximum per scheduled collection. Requested bulky item collections in excess of three (3) per year may be subject to a charge. Reservations must be made in advance. Items must be placed at the curb or other location acceptable to the franchisee on the day scheduled for pickup. Items that are to be collected must be bulky, household items only, unable to be serviced by the normal automated curbside collection. Items eligible for collection are heavy discards, such as appliances, furniture, water heaters, large toys and tree trimmings. Items not accepted include automobile parts, tree stumps, earth, turf, sod, sand, clay, gravel, concrete, refuse from building or construction, and hazardous or toxic waste. Certain types of bulky items requiring special handling may be subject to an additional charge. All loose items eligible for collection must be bagged, bundled or tied. All bagged items may not weigh more than fifty (50) pounds or measure more than four (4) feet in length and eighteen (18) inches in diameter.

- B. Commercial Bulky Item Collection. The owners, occupants, or persons in charge of commercial premises within the District, including MFRFs, who subscribe to solid waste handling services with a franchisee shall also be entitled to arrange for collection of bulky items generated at such premises by a franchisee. Such commercial bulky item collections shall be subject to reasonable charges and limits established by the franchisee.

5.10.120 Placement of Containers for Collection.

- A. Generally. Except as otherwise agreed upon with the franchisee and/or determined by the General Manager, where rolloff boxes are used, or where collection locations in commercial or MFRF complexes have been approved by the District, all collection of solid waste, recyclable materials, green waste and garbage from commercial and residential premises shall be made from the gutter along the street adjacent to the premises, or the alley in the rear of each premise, provided, however, that no solid waste shall be picked up in any alley that has a width of less than fifteen (15) feet or where a truck with an eight (8) foot bed cannot pass with at least three and one-half (3 ½) feet of clearance on each side of the truck bed. Containers may be placed in the parkway next to the curb on arterial streets or as determined by the General Manager. The General Manager may also approve alternate locations which are readily accessible.
- B. Obstructions. Containers must be placed three (3) feet away from any obstruction such as fire plug, mailbox, fence post or lamp post. There must be one (1) foot between each container and a minimum distance of three (3) feet from any vehicle.

5.10.130 Time of Container Placement. Except as otherwise determined by the General Manager, all solid waste must be placed at the street as provided herein only between the hours of 4 p.m. of the day prior to collection and by 6:00 a.m. on the day of collection.

5.10.140 Removal of Empty Containers. After containers have been emptied by the franchisee they shall be removed no later than 10:00 p.m. on the day of such collection by the owner, tenant, occupant or person in charge of every commercial or residential premises and placed and kept in an area not visible from the street.

5.10.150 Littering Prohibited.

- A. It shall be unlawful for any person to throw, place, scatter or deposit any solid waste, medical waste, or hazardous waste in, upon or below the land of another, or upon any public property or right-of-way, except as herein authorized, or to throw, place, scatter or deposit any such waste in, upon or below the surface of any premises in such a manner that the same is or may become decayed, putrid or a nuisance or may otherwise endanger the public health or safety.
- B. It shall be unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped, or cause or allow to overflow any sewage, sludge, cesspool, waste water, or septic tank effluent, or allow the accumulation of human excreta or any garbage, solid waste materials, debris, rubbish, scrap iron, organic residues resulting from commercial canning or processing of food products, dead animals, manure, combustible materials, discarded automobiles and similar heavy, bulky objects or any other waste in or upon any public property not designated or set aside for such purpose by the Board or any other competent authority or upon any private property into or upon which the public is admitted by easement, license or otherwise.

5.10.160 Public Nuisance.

- A. The accumulation and existence of garbage, solid waste, refuse or green waste on any premises, public or private, within the confines of the District, and/or the keeping of solid waste in containers other than those prescribed by this chapter, is hereby declared to be a public nuisance. No person who owns, controls, or occupies any premises within the District shall cause, permit, or allow any such nuisance to exist thereon.
- B. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the District for which arrangements have not been made and kept in full force and effect for solid waste handling services in a manner consistent with the provisions hereof.

5.10.170 Hazardous Waste Disposal Prohibited. It shall be unlawful for any person to place or cause to be placed material deemed to be hazardous waste in any container to be picked up with solid waste designated to be deposited at a Class III landfill. As a way of example, prohibited material includes, but is not limited to the following:

CHLORINE	POISON	LACQUER
ACETONE	ADHESIVES	AUTO/FURNITURE
AEROSOL CANS (<i>non-empty</i>)	GASOLINE	POLISH
AMMUNITION	SHELLAC	TREATED WOOD
EXPLOSIVES	LYE	SOLVENT
ANTI-FREEZE	OIL	PESTICIDES
GASOHOL	AMMONIA	WEED KILLER
PAINT	HOUSEHOLD CLEANERS	POOL CHEMICALS
PAINT THINNER	CHEMICAL DRAIN	DRUGS
VARNISH	CLEANERS	ACID
BATTERIES	FERTILIZER	BIOLOGICAL WASTE
FLORESCENT LIGHT BULBS	ASBESTOS	RADIOACTIVE WASTE

AND BALLAST COMPRESSED GAS CYLINDERS	TIRES DRUMS	ELECTRONIC WASTE UNIVERSAL WASTE
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5.10.180 Procedures for Disposing of Hazardous Waste.

- A. Each owner, tenant, occupant, or person in charge of any premises in the District shall, at least once every ninety (90) days unless more frequent disposal is required, dispose of all hazardous waste which has accumulated at such premises. Hazardous waste shall not be placed for regular collection but shall be disposed of as hereinafter specified or in a lawful manner in accordance with Chapter 6.5 of Division 20 of the California Health and Safety Code and/or other applicable law.
- B. Group I materials such as caustics, toxic acids, chemicals, paints and liquids shall be disposed of by the owner, tenant, occupant or person in charge of any premises upon which such materials have accumulated only at an approved Class I disposal site. The waste must be in its original container and labeled clearly. The containers must be sound and not leaking. Glass containers must be protected from breakage.
- C. Radioactive materials shall be disposed of by the owner, tenant, occupant or person in charge of any premises upon which such materials have accumulated under the supervision of the Orange County Health Department.
- D. Explosives or highly flammable material, including small arms ammunition, war souvenirs, or black powder shall be disposed of by, or under the supervision of, the Orange County Fire Authority.
- E. Abandoned, inoperative or dismantled vehicles or major component parts thereof shall be disposed of by a licensed dismantler or towing company.
- F. Dead animals shall be disposed of by, or under the supervision of, the Orange County Animal Shelter.

5.10.190 Sanitary Maintenance Required. Each owner, tenant, occupant or person in charge of all commercial and residential premises shall keep each container maintained thereon for the deposit of solid waste in a clean and sanitary condition. When the General Manager determines that the owner, tenant, occupant or person in charge of any premises is not maintaining the containers thereon in a sanitary manner, said owner, tenant, occupant or person in charge shall be notified by Registered Mail to correct the problem within ten (10) days from the receipt of said notice. If the person fails to take action on the matter within the prescribed time allowed, the General Manager shall order the franchisee to provide such service. The containers shall be exchanged and sanitized thereafter as needed with a minimum frequency of four (4) times per year. Except as otherwise provided in an agreement between the District and a franchisee, the expense for exchanging and sanitizing the container shall be borne by the owner, tenant, occupant or person in charge.

5.10.200 Unlawful Containers - Notice of Violation.

- A. Unauthorized Containers. No person other than the District or its authorized representative, a franchisee or its authorized representative, an authorized self-hauler, or person otherwise authorized to collect or transport solid waste pursuant to the provisions of this title shall place or leave standing any container on any public or private property within the District for the purpose of providing solid waste handling services.
- B. Removal of Unlawfully Placed Container.
1. The General Manager may cause the posting of a notice to remove, as described below, in a conspicuous place on any container placed on any public or private property within the District in violation of this title.
 2. Notices to remove posted pursuant to the provisions of this chapter shall specify the nature of the violation and shall state that the container must be removed within twenty-four (24) hours or it may be removed and stored by the District, and the contents disposed of, at the expense of the owner thereof. The notice shall indicate the time that it was posted and shall include the name and telephone number of a person designated by the District to hear any appeal or challenge to the requirement that the container be removed, and, further shall indicate that any appeal or challenge of the order for removal must occur within twenty-four (24) hours of the posting of the notice. The posting of a notice to remove shall constitute constructive notice to the owner and user(s) of the container of the requirement to remove the container.
 3. If the container is not removed or an appeal received within twenty-four (24) hours after the notice to remove is posted, the General Manager may direct the removal and storage of the container. The owner of the container shall be responsible to reimburse the District for the actual cost of removal, storage and disposal. All amounts due to the District for the cost of removal, storage and disposal must be paid before the container may be returned to the owner. Such amounts shall constitute a debt owed by the owner to the District, and the owner shall be liable to the District in an action brought by the District for the recovery of such amounts.
 - a. The owner may contest and request a hearing to appeal the District's claim that the container was illegally placed or left standing by giving notice to the District within ten (10) calendar days of receipt of notification from the District that the container was impounded. The General Manager shall establish a procedure for such a hearing and the method for requesting such a hearing shall be included on the notice to remove. Where the owner asserts that the placement or use of the container was for a legitimate recycling activity or other activity not proscribed by this Code, the owner shall provide the District with information to substantiate that assertion. Said information shall be submitted with the notice from the owner and shall include, at a minimum, the following:

- (i) A description of the materials of value deposited in the container and an estimate of their value;
 - (ii) The address, telephone number and contact person of the facility or facilities with whom the owner has arranged for the contents to be disposed of, processed or recycled, and proof of that arrangement;
 - (iii) Evidence that the facility or facilities where the contents are destined to be disposed of, processed or recycled carries all requisite approvals, permits, or other forms of authorization required by any governmental agency having jurisdiction, to conduct disposal, processing or recycling activities;
 - (iv) If the materials consist of recyclable materials, a declaration from the customer receiving service, signed under penalty of perjury, that the customer paid no broker's, consultant's or other fee or consideration in any form or amount to the service provider, or to any other person, in exchange for service, and that the contents of the container were either donated or sold by the customer to the service provider/owner;
 - (v) The District shall have the right to request such additional information as may be necessary or useful in determining the validity of the owner's contest.
- b. If the District, acting through the General Manager or his designee, determines, in the exercise of reasonable discretion, that the owner has supplied evidence sufficient to support its contention that it was engaged in a legitimate recycling activity involving donated or sold materials, the container shall be returned to the owner without any charge for removal or storage of same.
4. If the identity of the owner of a container that has been removed by the District is known to the General Manager, the General Manager shall promptly cause notice to be mailed to the owner to claim the stored property. If the container is not claimed within ninety-five (95) days after removal and notice to the owner, or ninety (90) days after removal if the identity of the owner is unknown to the Director, the container and its contents shall be deemed abandoned property and may be disposed of accordingly. Where the contents present imminent threat to public health and safety, as determined by the District, they may be processed or disposed of without awaiting the expiration of the ninety (90) day claim period.
5. After a container has once been removed by the District pursuant to a notice to remove, the owner thereof shall be deemed to have actual notice of the provisions of this title, including the prohibition against the placement of unauthorized containers. In the event of a subsequent placement of a container owned by the same owner, or an affiliate of the owner, the General Manager may immediately, without the posting of a notice to remove, direct the removal and storage of the unlawfully

placed container and shall, in such case, give notice to the owner to claim the container. In such event, the owner shall, subject to the provisions of subsection 3 of this section, be responsible to reimburse the District for the actual cost of such removal, storage and disposal, which cost shall be paid by the owner before the container may be returned to the owner. If the container is unclaimed after notice is mailed to the owner and the expiration of the period set forth in subsection 4 of this section, the container and its contents shall be deemed abandoned property and may be disposed of accordingly. The costs incurred by the District for removal, storage and disposal shall constitute a debt owed to the District by the owner, who shall be liable therefor in an action by the District for the recovery of such amounts.

- C. Summary Abatement of containers of unidentified owners. Notwithstanding any other provision of this Section to the contrary, the General Manager is authorized to direct the immediate removal, without notice, of any container placed on public or private property within the District in violation of this Section where the owner of the container is unidentified and cannot be ascertained from the owner or lessee of the property where the container is placed, and by an inspection of the container.

5.10.210 General Penalty—Infraction. Unless otherwise specified, any violation of this Chapter 5.10 shall be deemed to be an infraction. In addition, the District’s legal counsel is authorized to cite violators for a misdemeanor offense pursuant to the general penalty provisions of this Code as an alternate remedy at counsel’s discretion.

5.10.220 Franchisee Remedies. Nothing in this chapter shall be deemed to limit the right of a franchisee or the District to bring a civil action against any person who violates this chapter, nor shall a conviction for such violation exempt any person from a civil action brought by a franchisee or the District.

CHAPTER 5.20 FRANCHISES

Sections:

- 5.20.010** **Granting of Franchises; Exclusive Contract.**
- 5.20.020** **Franchise Operation Fee.**
- 5.20.030** **Collecting Solid Waste Without Franchise Prohibited—
Penalty.**
- 5.20.040** **Franchise Non-Transferable.**
- 5.20.050** **Franchisee Regulations.**
- 5.20.060** **Purpose for Franchisee Regulations.**

5.20.010 Granting of Franchises; Exclusive Contract. The Board may by resolution or ordinance grant one or more franchises for solid waste handling services related to solid waste generated within the District and pursuant thereto, may, with or without inviting bids or proposals, enter into one or more franchise agreements or other contracts with one or more franchisees. The City may also be a party to any such agreements. Where such an agreement has been entered into between the District and a franchisee, the District may, without inviting bids or proposals, either prior to or after the expiration of such agreement, extend or renew the agreement for such period and on such terms and conditions as the Board may provide.

Effective May 17, 1989, the District provided for the collection and disposal of solid waste, green waste and recyclable material from all premises within the District by granting an exclusive contract and franchise for such collection and removal to Taormina Industries, Inc., dba Garden Grove Disposal, which exclusive franchise shall continue in effect in accordance with the terms of that certain agreement for solid waste handling services, effective July 1, 2010, between the District and Taormina Industries, Inc.'s successor in interest, Republic Waste Services of Southern California, LLC, dba Garden Grove Disposal. Except as otherwise provided herein or in said agreement, while any such agreement shall be in force, said franchisee shall have the exclusive right to gather, collect and remove solid waste, green waste and recyclable material from all premises within the District. No person, other than an authorized franchisee shall gather, collect or remove any solid waste, green waste or recyclable material from any premises or take any such waste from any container in which the same may be placed for collection or removal, or interfere with or disturb any such container, or remove any such container from any location where the same is placed, or remove the contents of any such container; provided that nothing in this chapter shall be deemed to prohibit the generators or the owners from personally collecting, conveying and disposing of solid waste in a manner consistent with this title and other applicable governing laws. Said license and privilege shall not be exclusive with respect to special removal needs created by demolition or construction projects for which the District or franchisee has no special disposal service available. To the extent that said license and privilege is exclusive, it shall be so only if the District or the franchisee shall be at all times ready, willing and able to collect, transport and dispose of all such solid waste.

5.20.020 Franchise Operation Fee. There is hereby imposed upon any person whose business is the collection of solid waste within the District an annual franchise fee in the amount specified by the District Board. This Section 5.20.020 is not intended to, and shall not,

preclude the imposition and collection by the District from a franchisee of consideration or cost reimbursements pursuant to the terms of a franchise agreement, whether denominated as franchise fees or otherwise, in addition to or in lieu of the franchise fee provided for in this Section 5.20.020.

5.20.030 Collecting Solid Waste Without Franchise Prohibited—Penalty.

It shall be unlawful for any person other than a franchisee (or its agents and employees) to collect any solid waste, green waste or recyclable material from any premises whatsoever, or otherwise provide solid waste handling services within the District, while there is in existence an exclusive franchise by the District to a person or persons to collect all solid waste, green waste or recyclable material from such premises. Every person who violates or infringes upon any exclusive franchise as heretofore set forth shall be guilty of a misdemeanor and shall be punishable pursuant to Section 6.10.010 of this Code. This prohibition shall not, however, apply to the following:

- A. Self-haulers registered in accordance with chapter 5.10.
- B. The owner, tenant or occupant of residential or commercial premises who has subscribed for and is receiving solid waste handling services with a franchisee, when such owner, tenant or occupant is hauling materials generated at his or her own premises to a lawful disposal or recycling facility. This exemption does not permit the hiring of any person or entity, other than a franchisee, to haul solid waste from one's own premises.
- C. The collection, transportation and disposal of construction and demolition debris by a contractor, handyman, repairman or other similar service provider as an incidental part of the services provided to its customers rather than as a hauling service, provided that such solid waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials, and further provided that such services comply with any ordinances, policies and regulations of the District or the City relating to the collection of such materials.
- D. The collection, transportation and disposal of yard waste, green waste and related solid waste by a gardener or landscaper as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service, provided that such solid waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials.
- E. Any person or entity collecting recyclable material sold or donated to it by the generator of the recyclable material; provided, however, to the extent permitted by law, if the generator is required to pay monetary or non-monetary consideration for the collection, transportation, transfer or processing of recyclable material, and the generator receives a reduction or discount in price therefor (or in other terms of the consideration the generator is required to pay), such transaction shall not be considered a sale or donation.
- F. Any District or City employee collecting or transporting solid waste to a disposal or recycling facility in the course and scope of their employment.

- G. The collection, transportation or disposal of any hazardous waste, universal waste; e-waste; biohazardous waste; untreated medical waste; infectious waste; dead animals or portions of dead animals; used cooking fats, oils, grease and similar waste; or other materials which do not constitute solid waste by the generator thereof.
- H. Any person otherwise authorized by law to collect, transport, and/or dispose of solid waste, green waste, or recyclable material within the District.

5.20.040 Franchise Non-Transferable. No franchise issued pursuant to this chapter shall be transferable, except as otherwise provided in a franchise agreement between the District and Franchisee and pursuant to the terms thereof.

5.20.050 Franchisee Regulations. Except as otherwise provided in a franchise agreement approved by the District Board, the following regulations apply to all those persons doing business within the District or residing therein who deposit or collect solid waste, green waste or recyclable materials:

- A. Every person doing business within the District for the purpose of collecting solid waste, green waste or recyclable materials shall be adequately covered by public liability insurance. For the purposes of this section, adequate public liability insurance shall be defined to mean a minimum combined single limit of \$10,000,000.00 per occurrence with a \$10,000,000.00 policy aggregate limit of public liability coverage (either commercial general liability or comprehensive general liability) and \$10,000,000.00 property damage coverage with the District named as an additional insured on the policy of insurance. Every person doing business within the District as aforesaid shall furnish the District with a Certificate of Insurance showing said District as an additional named insured on the policy of insurance. Such Certificate must be on file at the office of the District.
- B. Every person doing business within the District for the purpose of collecting solid waste, green waste or recyclable materials shall use waste-collecting vehicles with steel-enclosed bodies.
- C. Every person doing business in the District for the purposes of collecting solid waste, green waste or recyclable materials shall mark each vehicle and container with the name, address and telephone number of the person under which such business is conducted.
- D. Every person maintaining or using equipment within the boundaries of the District for the purposes of collecting or depositing solid waste, green waste or recyclable materials shall keep such equipment in good mechanical condition and in a neat and orderly manner.
- E. Every person doing business within the District for the purposes of collecting solid waste, green waste or recyclable materials shall not bring waste from outside the County on the vehicles collecting solid waste, green waste or recyclable materials within the District.
- F. Every person doing business within the District for the purposes of collecting solid waste, green waste or recyclable materials shall, after each collection, insure that the immediate area around such collection is left in a clean, neat and orderly manner without any garbage,

trash, rubbish or refuse left on the ground. In the event the District, by or through its agents, determines that such person has not left the area of collection in a neat, orderly and clean manner then the District shall after four hours notice to such person cause said collection area to be cleaned and placed in proper order. The cost of cleaning and placing said collection area in proper order shall be determined by the District and billed to the person failing to comply with this regulation. Non-payment of such bill within ten (10) days after mailing shall be sufficient cause for the District to revoke any and all rights and privileges to do business within the District.

- G. Every person doing business within the District for the purposes of collecting solid waste, green waste or recyclable materials shall provide sufficient containers to insure that between each collection of said solid waste, green waste or recyclable materials there shall not be deposited in said container waste that will exceed the height of the top of such container.
- H Any container in which garbage or food residue is deposited shall be provided with a lid to cover said container. Such lid shall be kept on said container at all times and shall be replaced on said container by such person collecting such garbage or food residue after each collection.
- I. Failure to comply with the regulations herein shall be sufficient cause for the District to revoke any and all rights and privileges to do business within the District.

5.20.060 Purpose for Franchisee Regulations. The purpose of this chapter is to provide the District with the necessary police power to regulate solid waste collection and disposal, and to insure that any and all franchises shall not be infringed upon by any person to protect the public health, welfare and safety.

TITLE 6
ENFORCEMENT

Chapters:

- 6.10 General Penalty**
- 6.20 Code Enforcement**
- 6.30 Payment and Enforcement of Fees**

**CHAPTER 6.10
GENERAL PENALTY**

Sections:

6.10.010	General Penalty—Misdemeanor.
6.10.020	Infractions.
6.10.030	Public Nuisances—Injunctive Relief.

6.10.010 General Penalty—Misdemeanor. Section 6523 of the Health and Safety Code of the State of California provides that the violation of an ordinance, rule, or regulation of the District by any person is a misdemeanor punishable by fine not to exceed One Thousand Dollars (\$1,000.00), or imprisonment in the county jail not to exceed thirty (30) days, or by both such fine and imprisonment. The District hereby incorporates such code section herein and further declares that each and every connection, occupancy or use in violation of the ordinances, rules or regulations of the District shall be deemed a separate violation and each and every day or part of a day of violation of the ordinance, rule or regulation that continues shall be deemed a separate offense hereunder and shall be punishable as such.

6.10.020 Infractions.

- A. Whenever a violation or failure to comply with any mandatory requirement of this Code is expressly stated by this Code to be an infraction, that person shall be guilty of an infraction.
- B. Notwithstanding Section 6.10.010 herein, the District Counsel or prosecuting attorney is hereby authorized at his or her discretion to prosecute any person violating any provision or failing to comply with any mandatory requirement of this Code as an infraction.
- C. Any person convicted of an infraction shall be punishable by:
 - 1. A fine not exceeding \$100.00 for a first violation;
 - 2. A fine not exceeding \$200.00 for a second violation of the same provision of this Code within one year;
 - 3. A fine not exceeding \$500.00 for a third and subsequent violations of the same provision of this Code within one year.
- D. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Code is committed, continued or permitted by such person and shall be punishable accordingly.

6.10.030 Public Nuisances—Injunctive Relief. In addition to the penalties provided herein, any condition caused or permitted to exist in violation of any of the provisions of this Code is declared to be a public nuisance and the District Counsel or authorized legal representative may with approval of the Board commence an action for abatement thereof in the manner provided by law. A civil action may be filed, whether or not criminal proceedings have been commenced for the same conduct. Every day such condition continues shall be regarded as a new and separate offense.

**CHAPTER 6.20
CODE ENFORCEMENT**

Sections:

6.20.010	Maintenance inspections.
6.20.020	Sewage overflow—Authorized action by General Manager.
6.20.030	Disconnection authorized.
6.20.040	Cost Recovery for Violations.
6.20.050	Arrest Authority—City of Garden Grove Officers.
6.20.060	Arrest—Notice to Appear.
6.20.070	Arrest—Time and Place of Appearance.
6.20.080	Arrest—Release from Custody.
6.20.090	Arrest—Failure to Appear.
6.20.100	Arrest—Warrant for Arrest.
6.20.110	Arrest—Citations not required.
6.20.120	Notice of violation.
6.20.130	Continued violation—Activity cessation.
6.20.140	Permit suspension.
6.20.150	Permit—Revocation.
6.20.160	Permit—Revocation proceeding.

6.20.010 Maintenance inspections. The District may inspect as often as it deems necessary, every sewage pumping plant, sewage treatment plant, industrial liquid waste pretreatment plant, residential sewer, grease control device, dilution basin, neutralization basin, backwater trap or valve, or other similar appurtenances to ascertain whether such facilities are maintained and operated in accordance with the provisions of this Code. All persons shall permit the District, City or their representatives, to have access to all such facilities at all reasonable times.

6.20.020 Sewage overflow—Authorized action by General Manager. Whenever it comes to the attention of the General Manager that sewage is overflowing from any plumbing fixture which is located below the elevation of the rim of the nearest upstream main sewer manhole due to the backing up of sewage in the District sewer, or due to pressure in the District sewer, or due to any cause whatsoever, except a temporary stoppage in any such plumbing fixture, the General Manager may order and require the plumbing fixture to be plugged up, or capped, or may require that a back-water trap or backwater sewer valve be installed to prevent such overflow.

6.20.030 Disconnection authorized. The District may disconnect from the District sewer any commercial or residential connection which is constructed or connected without a permit or which is used contrary to the provisions of this Code. The General Manager shall make every reasonable effort to notify the owner or occupant of the premises affected by any proposed disconnection and may grant a reasonable time for elimination of the violation.

6.20.040 Cost Recovery for Violations. Whenever any permittee or any other person causes obstruction, damage, or destruction of a public sewer, street, or public improvement, or is responsible in whole or in part for any spill or discharge of effluent in a manner that is not permitted under this Code, such permittee or person shall reimburse the District, the City of Garden Grove, and any other affected public agency for all costs, including reasonable administrative and overhead costs incurred for flushing, repairing, reconnection, or cleaning of such sewer, street, or public improvement within thirty days after the District, City, or affected public agency shall render an invoice for the same.

6.20.050 Arrest Authority—City of Garden Grove Officers. The District's code enforcement officers, code enforcement officers and police officers of the City of Garden Grove, shall have the power to arrest persons for violations of the District's regulations whenever the officers or the officers' designated employees have reasonable cause to believe that the person has committed the offense.

6.20.060 Arrest—Notice to Appear. If any person is arrested for a violation of any provision of this code and such person is not immediately taken before a magistrate, as more fully set forth in the California Penal Code, the arresting officer shall prepare in duplicate a written notice to appear in court, containing the name and address of such person, the offense charged, and the time and place when such person shall appear in court.

6.20.070 Arrest—Time and Place of Appearance. The time specified in the notice to appear must be at least five (5) days after the arrest. The place specified in the notice to appear shall be either:

- A. Before a judge of a justice court or a municipal court judge within the county in which the offense charged is alleged to have been committed, and who has jurisdiction of the offense and who is nearest and most accessible with reference to the place where the arrest is made; or
- B. Upon demand of the person arrested, before a judge of a municipal court having jurisdiction over such offense, at the county seat of the county in which such offense is alleged to have been committed; or
- C. Before a judge in the judicial district in which the offense is alleged to have been committed; or
- D. Before an officer authorized by the District to receive a deposit of bail.

6.20.080 Arrest—Release from Custody. The officer shall deliver one copy of the notice to appear to the arrested person; and the arrested person in order to secure release must give his written promise so to appear in court by signing the duplicate notice which shall be retained by the officer. Thereupon the arresting officer shall forthwith release the person arrested from custody. The officer shall as soon as practicable file the duplicate notice with the magistrate specified therein.

6.20.090 Arrest—Failure to Appear. Any person willfully violating his written promise to appear in court is guilty of a misdemeanor and shall be punished by a fine not to exceed one thousand dollars or imprisonment in the county jail for a term not to exceed six months, or by both such fine and imprisonment, regardless of the disposition of the charge upon which he was originally arrested.

6.20.100 Arrest—Warrant for Arrest. When a person signs a written promise to appear at the time and place specified in the written promise to appear and has not posted bail as provided in Section 853.1 of the California Penal Code, the magistrate shall issue and have delivered for execution a warrant for the person's arrest within twenty (20) days after his failure to appear as promised, or if such person promises to appear before an officer authorized to accept bail other than the magistrate and fails to do so on or before the date which he promised to appear, then, within twenty (20) days after the delivery of such written promise to appear by the officer to the magistrate having jurisdiction over the offense.

6.20.110 Arrest—Citations not required. Nothing contained in this chapter shall be deemed or construed to require any arresting officer to issue a citation instead of taking the person arrested before a magistrate as otherwise provided by law.

6.20.120 Notice of violation. In addition to the enforcement authority herein, whenever the General Manager finds that any person is acting in violation of any provision of this code or of any permit issued hereunder, he or she may serve upon the person causing or suffering such violation to be committed, including the permittee, if a permit has been issued, a notice of violation. The notice shall state the act or acts constituting the violation and shall direct notice as the General Manager may deem reasonable.

6.20.130 Continued violation—Activity cessation. Whenever the General Manager finds that the continued violation of any provision of this Code or of the conditions of any permit issued hereunder is so aggravated that the prevention of pollution of underground or surface waters requires the immediate cessation of the activities causing the violation, he or she may so direct in a notice of violation. A person who has been so notified shall immediately cease all such activities and shall not resume them until the General Manager determines that all of the violations charged in the notice have been corrected.

6.20.140 Permit suspension.

- A. In addition to the enforcement authority herein, the General Manager may suspend a permit by giving notice thereof to the permittee:
 - 1. When a permittee fails to rectify a violation within the time specified in a notice thereof; or
 - 2. When a violation is so aggravated as to require cessation of activities as provided in the preceding section.
- B. A permit suspended by the General Manager shall be reinstated by the General Manager when all of the violations charged in a notice thereof have been corrected.

6.20.150 Permit—Revocation. In addition to the enforcement authority herein, the Board may, after notice and hearing as hereinafter provided, revoke a permit on any one or more of the following grounds:

- A. Fraud or deceit in obtaining a permit;
- B. Failure of a permittee to correct a violation within the time prescribed in a notice of violation;
- C. Willful violation of any provisions of this Code or a condition or limitation of a permit, or any lawful order of the General Manager.

6.20.160 Permit—Revocation proceeding. Proceedings for the revocation of a permit may be initiated:

- A. By the General Manager by serving upon the permittee a copy of, and filing with the Secretary, a written recommendation of revocation setting forth the grounds therefore and requesting a hearing thereon before the Board;
- B. By the Board on its own motion or upon complaint of a third person, by serving or causing to be served upon the permittee and the General Manager a notice of intention to revoke, setting forth the grounds therefor and designating a time and place for hearing thereon.

**CHAPTER 6.30
PAYMENT AND ENFORCEMENT OF FEES**

Sections:

6.30.010	Bill Payment.
6.30.020	Reserved.
6.30.030	Returned Checks.
6.30.040	Aged Overdue Payment.
6.30.050	Service Termination Authority.
6.30.060	Notice—Hearing.
6.30.070	Reconnection—Reimbursement.
6.30.080	Habitation During Disconnection Declared a Public Nuisance.

6.30.010 Bill Payment. The amounts billed by the District to the property owner shall be paid by the due date stated in the bill. For amounts unpaid by the due date, the District shall send bills bearing notification to the property owner concerned that if the bills are not paid within fifteen (15) days, they shall become delinquent and, pursuant to Division 5, Part 3, Chapter 6, Article 4 of the California Health and Safety Code (§§ 5470 et seq.), a basic penalty equal to ten percent (10%) of the charge shall be immediately imposed, and an additional penalty in the amount of one-half percent (½%) of the charge per month shall be imposed for each month that payment is delinquent thereafter. Charges which remain delinquent for a period of sixty (60) days shall become and constitute a lien against the property against which the charge is imposed, which lien shall become effective upon recordation with the County Recorder and when so recorded shall have the force, effect and priority of a judgment lien.

6.30.020 Reserved.

6.30.030 Returned Checks. A returned check charge in the amount specified by the District Board in the District Fee Resolution may be imposed for all checks made payable to the District which are returned from the bank for any reason whatsoever. This fee shall be payable each time a check is returned. Further, all provisions for collection of delinquent accounts as set forth in this chapter shall be applicable to the returned check charge.

6.30.040 Aged Overdue Payment. For any bills unpaid within two weeks after the end of the fiscal year, the District shall notify the property owner concerned that the Board shall review and approve as a charge against the property the delinquent amount, and the amount of the penalty and interest. The delinquent bill shall be filed with the County Auditor and, upon recordation by the County Recorder, shall constitute a lien against the property. The assessment shall be collected at the same time and in the same manner as are county property taxes and shall be subject to the same penalties and to the same procedure for foreclosure and sale as provided for ordinary county taxes.

6.30.050 Service Termination Authority. As a method of enforcing the provisions of this Code or any other resolution, ordinance, rule or regulation pertaining to the

collection or disposal of sewage or solid waste or where any charges or fees are due, the Board upon a 3/5 vote may authorize the termination of sewer service to any property.

6.30.060 Notice—Hearing. Prior to termination of sewage service, the Board shall notify in writing the owner, tenant, occupant or person in charge of such property that service is intended to be so terminated and conduct a hearing thereon. Such notice shall be mailed to the owner at the address shown on the records of the assessor of the County or is known to the District and a copy shall be delivered to the tenant, occupant, or person in charge thereof, or posted conspicuously on the property. The notice shall state the date of proposed termination of service and the reason therefor and the date the Board shall hold a hearing upon such intended termination. Such hearing shall not be held less than 10 days subsequent to the giving of notice as herein provided.

6.30.070 Reconnection—Reimbursement. Where service has been disconnected as provided herein the Board may require the person or persons making application for re-establishment of service to pay all expenses incurred by the District in causing such disconnection and re-connection before permission is granted re-establishing service to such property.

6.30.080 Habitation During Disconnection Declared a Public Nuisance. During any period of disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, whereupon the District shall cause proceedings to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event and as a condition of re-connection there shall be paid to the District a reasonable attorney's fee and costs of suit arising in said action.

Chapter 6.40 STORMWATER QUALITY

6.40.010 Purpose

A. The United States Congress passed the Clean Water Act (33 USC Section 1251 et seq., as amended, including Section 402(p) therein) as a mandate, in part, that municipal separate storm sewer systems, such as in Orange County, obtain permits to “effectively prohibit non-stormwater discharges into the storm sewers” and “require controls to reduce the discharge of pollutants to the maximum extent practicable....” This permitting authority has been delegated by the United States Environmental Protection Agency (EPA) to the State of California, which has authorized the State Water Resources Control Board and its local regulatory agencies, the Regional Water Quality Control Boards, to control non-point source discharges to California’s waterways.

B. The Santa Ana and San Diego Regional Water Quality Control Boards have addressed the obligation to implement the Clean Water Act by issuing Waste Discharge Requirements governing stormwater runoff for the County of Orange, Orange County Flood Control District, and the incorporated cities of Orange County. These permits shall be referred to collectively in this chapter as the National Pollution Discharge Elimination System Permit (NPDES) permits.

C. The City is participating as a “co-permittee” under the NPDES permits in the development and adoption of an ordinance to accomplish the requirements of the Clean Water Act.

D. Stormwater runoff is one step in the natural cycle of water. However, human activities, such as agriculture, construction, and the operation and maintenance of an urban infrastructure may result in undesirable discharges of pollutants and certain sediments, which may accumulate in local drainage channels and waterways and eventually may be deposited in the waters of the United States.

E. The purpose of the ordinance codified in this chapter is to participate in the improvement of water quality and comply with federal requirements for the control of urban pollutants to stormwater runoff that enters the network of storm drains throughout Orange County. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.020 Finding and Intent

A. The City is authorized by Article XI, Section 5 and Section 7 of the State Constitution to exercise the police power of the state by adopting regulations promoting the public health, public safety and general prosperity.

B. The City has determined that a legitimate local purpose is present in complying with the provisions of the NPDES permit.

C. A reduction in stormwater-borne pollution will promote the public health and protect the general welfare of the locality by reducing the level of artificial and naturally occurring constituents, which may improve the quality of the waters in this region.

D. The land use authority exercised by the City, pursuant to California Government Code Section 65300 et seq., requires regional planning and the adoption of policies protecting the environment through the imposition of reasonable conditions on the use of land.

E. This chapter conforms to the policies and goals of the General Plan adopted by the City, pursuant to California Planning and Zoning Law, for the protection of the portions of watersheds located within Orange County by implementing measures to control erosion and prevent the pollution of streams and other waters.

F. Certain provisions of this chapter may be coordinated with the local coastal program for inclusion in coastal development permits, pursuant to California Public Resources Code Section 30607, as mitigation for the negative effects of grading, construction, reconstruction, and changes to the intensity of use of land or water resources within the coastal zone.

G. The Subdivision Map Act, California Government Code Section 66411 authorizes the City to regulate and control the design and improvement of subdivided lands and mitigate the burdens of proposed development by imposing reasonable conditions on map approval.

H. California Constitution Article XI, Section 7 and Government Code Section 38660 authorize the City to establish appropriate conditions for the issuance of building permits, which require the installation of improvements reasonably related to the proposed use of property.

I. Government Code Section 38771 authorizes the City to declare as public nuisances undesirable acts that may injure health or cause interference with the comfortable enjoyment of life or property and to provide for the abatement of the same.

J. The City may commence civil actions, pursuant to Federal Clean Water Act Section 505(a), against any person or any governmental agency acting in violation of any condition of the NPDES permit.

K. All industrial dischargers subject to the provisions of the State General Industrial Storm Water Permit and General Construction Activity Storm Water Permit (referred to collectively in this chapter as the “state general permits”) must comply with the lawful requirements of the City, which regulate discharges of stormwater to the storm drain system within its jurisdiction.

L. All industrial dischargers subject to the provisions of the state general permits are required to maintain stormwater pollution prevention plans on-site and make them available to the City for inspection.

M. All dischargers subject to the provisions of the State General Construction Activity Storm Water Permit may be required by the City, with the concurrence of the Santa Ana Regional Water Board, to amend any stormwater pollution prevention plan.

N. All industrial dischargers subject to the provisions of the State General Industrial Storm Water Permit are required to maintain a description of the required monitoring program on-site and make it available to the City for inspection.

O. The City has jurisdiction over certain stormwater facilities and other watercourses within the City, and the water discharges into these facilities may be subject to the provisions of the State General Industrial Storm Water Permit; accordingly, the City may certify (but is not required to certify) in writing that regulated dischargers have developed and implemented effective stormwater pollution prevention plans and should not be required to collect and analyze stormwater samples for pollutants.

P. The City has jurisdiction over certain stormwater facilities and other watercourses within the City, and these facilities may receive stormwater discharges from properties and activities regulated under the provisions of the state general permits, and the City may request that the regulated dischargers furnish information and records necessary to determine compliance with the state general permits.

Q. The City has jurisdiction over certain stormwater facilities and other watercourses within the City, and these facilities may receive stormwater discharges from properties and activities regulated under the provisions of the state general permits, and the City may, upon presentation of credentials and other documents required by law:

1. Enter upon the discharger’s premises where a regulated facility is located or where records must be kept under the conditions of the state general permits;
2. Access and copy, at reasonable times, any records that must be kept under the conditions of the state general permits;
3. Inspect, at reasonable times, any facility or equipment related to or impacting stormwater discharge;
4. Sample or monitor for the purpose of ensuring compliance with the state general permits.

R. The enacting of this chapter is a condition of the NPDES permit, the requirements of which are exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21000, et seq. (CEQA); and

S. This chapter is subject to CEQA categorical exemption Classes 1 through 4, 6 through 9, 21 and 22, pursuant to the CEQA Guidelines, respectively, Title 14, California Code of Regulations Sections 15301, 15302, 15303, 15304, 15306, 15307, 15308, 15309, 15321, and 15322. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.030 Definitions

For purposes of this chapter:

“Authorized inspector” means the City Manager and persons designated by and under his or her instruction and supervision, who are assigned to investigate compliance with, detect violations of, and/or take actions pursuant to this chapter.

“City” means the City of Garden Grove, Orange County, California.

“Co-permittee” means the County of Orange, the Orange County Flood Control District, and/or any one of the 31 municipalities, including the City of Garden Grove, which are responsible for compliance with the terms of the NPDES permit.

“DAMP” means the Orange County Drainage Area Management Plan, as the same may be amended from time to time.

“Development project guidance” means DAMP Chapter VII and the appendix thereto, entitled “Best Management Practices for New Development Including Non-residential Construction Projects,” as the same may be amended from time to time.

“Discharge” means any release, spill, leak, pump, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping, or disposal of any liquid, semisolid, or solid substance.

“Discharge exception” means the group of activities not restricted or prohibited by this chapter, including only:

1. Discharges composed entirely of stormwater; discharges subject to regulation under current EPA or Regional Water Quality Control Board issued NPDES permits, state general permits, or other waivers, permits, or approvals granted by an appropriate government agency; discharges from property for which best management practices set forth in the development project guidance are being implemented and followed; discharges to the stormwater drainage system from potable water line flushing, fire fighting activities, landscape irrigation systems, diverted stream flows, rising groundwater, and de minimis groundwater infiltration to the stormwater drainage system (from leaks in joints or connections or cracks in water drainage pipes or conveyance systems); discharges from potable water sources, passive foundation drains, air conditioning condensation and other building roof runoff; agricultural irrigation water runoff; water from crawl space pumps, passive footing drains, lawn watering, noncommercial vehicle washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; discharges of reclaimed water generated by a lawfully permitted water treatment facility; street wash waters when related to cleaning and maintenance by, or on behalf of, the City; discharges authorized pursuant to a permit issued under Section 6.40.080 hereof; discharges for which the discharger has reduced to the extent feasible the amount of pollutants in such discharge; and discharges authorized pursuant to federal or state laws or regulations.

2. In any action taken to enforce this chapter, the burden shall be on the person who is the subject of such action to establish that a discharge was within the scope of this discharge exception.

“Enforcing attorney” means the City Attorney or District Attorney acting as counsel to the City of Garden Grove and his or her designee, which counsel is authorized to take enforcement action as described in this chapter. For purposes of criminal prosecution, only the District Attorney (and/or City Attorney), or his or her designee, shall act as the enforcing attorney.

“EPA” means the Environmental Protection Agency of the United States.

“Hearing officer” means the City Manager or his or her designee who shall preside at the administrative hearings authorized by this chapter and issue final decisions on the matters raised therein.

“Illicit connection” means any man-made conveyance or drainage system, pipeline, conduit, inlet, or outlet through which the discharge of any pollutant to the stormwater drainage system occurs or may occur. The term “illicit connection” shall not include legal nonconforming connections or connections to the stormwater drainage system that are hereinafter authorized by the agency with jurisdiction over the system at the location at which the connection is made.

“Industrial discharger” means industries whose Standard Industrial Classification (SIC) codes are identified by the State Water Resources Control Board as requiring coverage under the State’s general industrial NPDES stormwater permit.

“Invoice for costs” means the actual costs and expenses of the City, including but not limited to administrative overhead, salaries and other expenses recoverable under state law, incurred during any inspection conducted pursuant to

Section 6.40.060 or where a notice of noncompliance, administrative compliance order, or other enforcement option under Section 6.40.070 is utilized to obtain compliance with this chapter.

“Legal nonconforming connection” means connections to the stormwater drainage system existing as of the adoption of this chapter that were in compliance with all federal, state, and local rules, regulations, statutes, and administrative requirements in effect at the time the connection was established, including but not limited to any discharge permitted pursuant to the terms and conditions of an individual discharge permit issued pursuant to the Industrial Waste Ordinance, County Ordinance No. 703.

“New development” means all public and private residential (whether single-family, multi-unit, or planned unit development), industrial, commercial, retail, and other nonresidential construction projects, or grading for future construction, for which either a discretionary land use approval, grading permit, building permit, or nonresidential plumbing permit is required.

“Nonresidential plumbing permit” means a plumbing permit authorizing the construction and/or installation of facilities for the conveyance of liquids other than stormwater, potable water, reclaimed water, or domestic sewage.

“NPDES permit” means the currently applicable municipal discharge permit issued by the Regional Water Quality Control Board, Santa Ana Region, which permit establishes waste discharge requirements applicable to stormwater runoff in the City;

“Person” means any natural person as well as any corporation, partnership, government entity or subdivision, trust, estate, cooperative association, joint venture, business entity, or other similar entity, or the agent, employee, or representative of any of the above.

“Pollutant” means any liquid, solid, or semisolid substances, or combination thereof, including and not limited to:

1. Artificial materials (such as floatable plastics, wood products, or metal shavings).
2. Household waste (such as trash, paper, and plastics; cleaning chemicals; yard wastes; animal fecal materials; used oil and fluids from vehicles, lawn mowers, and other common household equipment).
3. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus, and arsenic), with characteristics that cause an adverse effect on living organisms.
4. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease).
5. Animal wastes (such as discharge from confinement facilities, kennels, pens, and recreational facilities, including stables, show facilities, or polo fields).
6. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity, or odor.
7. Waste materials and wastewater generated on construction sites and by construction activities (such as painting and staining; use of sealants and glues; use of lime; use of wood preservatives and solvents; disturbance of asbestos fibers, paint flakes, or stucco fragments; application of oils, lubricants, hydraulic, radiator, or battery fluids; construction equipment washing; concrete pouring and cleanup; use of concrete detergents; steam cleaning or sand blasting; use of chemical degreasing or diluting agents; and use of super chlorinated water for potable water line flushing).
8. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand, or total organic carbon.
9. Materials that contain base/neutral or acid extractable organic compounds.
10. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act.
11. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus, or enterococcus, or eroded soils, sediment, and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state.

“Prohibited discharge” means any discharge that contains any pollutant, from public or private property to:

1. The stormwater drainage system.

2. Any upstream flow that is tributary to the stormwater drainage system.
3. Any groundwater, river, stream, creek, wash, or dry weather arroyo, wetlands area, marsh, coastal slough.
4. Any coastal harbor, bay, or the Pacific Ocean.
5. The term “prohibited discharge” shall not include discharges allowable under the discharge exception.

“Significant reconstruction” means the rehabilitation or reconstruction of public or private residential (whether single-family, multi-unit, or planned unit development), industrial, commercial, retail, or other nonresidential structures, for which either a discretionary land use approval, grading permit, building permit, or nonresidential plumbing permit is required.

“State general permit” means the state general industrial stormwater permit, the state general construction permit, or any other state general permit that has been or will be adopted and the terms and requirements of any such permit. In the event the U.S. Environmental Protection Agency (EPA) revokes the in-lieu permitting authority of the State Water Resources Control Board, then the term “state general permit” shall also refer to any EPA administered stormwater control program for industrial and construction activities.

“Stormwater drainage system” means street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility that is a part of or tributary to the county-wide stormwater runoff system and owned, operated, maintained, or controlled by County of Orange, the Orange County Flood Control District, or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

“Stormwater Pollution Prevention Plan (SWPPP)” means a plan to:

1. Help identify the sources of pollution that affect the quality of storm-water discharges and authorized non-stormwater discharges, and
2. To describe and ensure the implementation of BMPs to reduce or prevent pollutants in stormwater discharges and authorized non-stormwater discharges.

“Local Implementation Plan” means the City of Garden Grove National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Local Implementation Plan as approved by the City Council on June 10, 2003, and as may be amended from time to time. (2803 § 1, 2011; 2603 § 1, 2003; 2401 § 1, 1997)

6.40.040 Prohibition on Illicit Connections and Prohibited Discharges

No person shall:

- A. Construct, maintain, operate, and/or utilize any illicit connection;
- B. Cause, allow, or facilitate any prohibited discharge;
- C. Act, cause, permit, or suffer any agent, employee or independent contractor, to construct, maintain, operate or utilize any illicit connection, or cause, allow, or facilitate any prohibited discharge. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.050 Controls for Water Quality Management

A. NEW DEVELOPMENT AND SIGNIFICANT RECONSTRUCTION.

1. All new development and significant reconstruction within the City shall be undertaken in accordance with the DAMP, including but not limited to the development project guidance, the local development plan, and/or administrative rules and practices as may be adopted from time to time by the City Manager or his or her designee.
2. Prior to the issuance by the City of a grading permit, building permit, or nonresidential plumbing permit for any new development or significant reconstruction, the City shall review the project plans and impose terms, conditions and requirements on the project in accordance with Section 6.40.050(A)(1).
3. Compliance with the conditions and requirements of the DAMP shall not exempt any person from the requirement to independently comply with each provision of this chapter.

4. The owner of a new development or significant reconstruction project, or upon transfer of the property, its successors and assigns, shall implement and adhere to the terms, conditions, and requirements imposed pursuant to Section 6.40.050(A)(1) on a new development or significant reconstruction project.

Each failure by the owner of the property or its successors or assigns, to implement and adhere to the terms, conditions, and requirements imposed pursuant to Section 6.40.050(A)(1) on a new development or significant reconstruction project shall constitute a violation of this chapter.

B. **COST RECOVERY.** The City shall be reimbursed by the project applicant for all costs and expenses incurred by the City in the review of new development or significant development projects for compliance with the DAMP. The City may elect to require a deposit of estimated costs and expenses, and the actual costs and expenses shall be deducted from the deposit, and the balance, if any, refunded to the project applicant.

C. **LITTER CONTROL.** No person shall discard any waste material, including but not limited to common household rubbish or garbage of any kind (whether generated or accumulated at a residence, business, or other location), upon any public property, whether occupied, open, or vacant, including but not limited to any street, sidewalk, alley, right-of-way, open area, or point of entry to the stormwater drainage system. (2803 § 1, 2011; 2603 § 2, 2003; 2401 § 1, 1997)

6.40.060 Inspections

A. SCOPE OF INSPECTIONS.

1. **RIGHT TO INSPECT.** Prior to commencing any inspection as authorized in this section, the authorized inspector shall obtain either the consent of the owner or occupant of the property or shall obtain an administrative inspection warrant or criminal search warrant.

2. **ENTRY TO INSPECT.** The authorized inspector may enter property to investigate the source of any discharge to any public street, inlet, gutter, storm drain, or the stormwater drainage system located within the jurisdiction of the City.

3. **COMPLIANCE ASSESSMENTS.** The authorized inspector may inspect property for the purpose of verifying compliance with this chapter, including but not limited to:

- a. Identifying products produced, processes conducted, chemicals used, and materials stored on or contained within the property;
- b. Identifying point(s) of discharge of all wastewater, process water systems, and pollutants;
- c. Investigating the natural slope at the location, including drainage patterns and man-made conveyance systems;
- d. Establishing the location of all points of discharge from the property, whether by surface runoff or through a storm drain system;
- e. Locating any illicit connection or the source of prohibited discharge;
- f. Evaluating compliance with any permit issued pursuant to Section 6.40.080 hereof; and
- g. Investigating the condition of any legal nonconforming connection.

4. **PORTABLE EQUIPMENT.** For purposes of verifying compliance with this chapter, the authorized inspector may inspect any vehicle, truck, trailer, tank truck, or other mobile equipment.

5. **RECORDS REVIEW.** The authorized inspector may inspect all records of the owner or occupant of property relating to chemicals or processes presently or previously occurring on-site, including material and/or chemical inventories, facilities maps or schematics and diagrams, Material Safety Data Sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, stormwater pollution prevention plans, monitoring program plans, and any other record(s) relating to illicit connections, prohibited discharges, a legal nonconforming connection, or any other source of contribution or potential contribution of pollutants to the stormwater drainage system.

6. **SAMPLE AND TEST.** The authorized inspector may inspect, sample, and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system discharge for the purpose of determining the potential for contribution of pollutants to

the stormwater drainage system. The authorized inspector may investigate the integrity of all storm drain and sanitary sewer systems, any legal nonconforming connection, or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The authorized inspector may take photographs or videotape, make measurements or drawings, and create any other record reasonably necessary to document conditions on the property.

7. MONITORING. The authorized inspector may erect and maintain monitoring devices for the purpose of measuring any discharge or potential source of discharge to the stormwater drainage system. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.070 Enforcement

A. ADMINISTRATIVE REMEDIES.

1. NOTICE OF NONCOMPLIANCE. The authorized inspector may deliver to the owner or occupant of any property, or to any person responsible for an illicit connection or prohibited discharge a notice of noncompliance. The notice of noncompliance shall be delivered in accordance with Section 6.40.070(A)(5).

a. The notice of noncompliance shall identify the provision(s) of this chapter or the applicable permit that has been violated. The notice of noncompliance shall state that continued noncompliance may result in additional enforcement actions against the owner, occupant, and/or person.

b. The notice of noncompliance shall state a compliance date that must be met by the owner, occupant, and/or person, provided, however, that the compliance date may not exceed seven days unless the authorized inspector extends the compliance deadline where good cause exists for the extension.

2. ADMINISTRATIVE COMPLIANCE ORDERS.

a. The authorized inspector may issue an administrative compliance order. The administrative compliance order shall be delivered in accordance with Section 6.40.070(A)(5). The administrative compliance order may be issued to:

i. The owner or occupant of any property requiring abatement of conditions on the property that cause or may cause a prohibited discharge or an illicit connection in violation of this chapter.

ii. The owner of property subject to terms, conditions, or requirements imposed on a project in accordance with Section 6.40.070(A)(1) to ensure adherence to those terms, conditions, and requirements.

iii. A permittee subject to the requirements of any permit issued pursuant to Section 6.40.080 hereof to ensure compliance with the terms, conditions, and requirements of the permit.

iv. Any person responsible for an illicit connection or prohibited discharge.

b. The administrative compliance order may include the following terms and requirements:

i. Specific steps and time schedules for compliance as reasonably necessary to eliminate an existing prohibited discharge or to prevent the imminent threat of a prohibited discharge, including but not limited to a prohibited discharge from any pond, pit, well, surface impoundment, holding, or storage area.

ii. Specific steps and time schedules for compliance as reasonably necessary to discontinue any illicit connection.

iii. Specific requirements for containment, cleanup, removal, storage, installation of overhead covering, or proper disposal of any pollutant having the potential to contact stormwater runoff.

iv. Any other terms or requirements reasonably calculated to prevent the imminent threat of or continuing violations of this chapter, including, but not limited to requirements for compliance with best management practices guidance documents promulgated by any federal, State of California or regional agency.

v. Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions, and requirements of any permit issued pursuant hereto.

3. CEASE AND DESIST ORDERS.

a. The authorized inspector may issue a cease and desist order. A cease and desist order shall be delivered in accordance with Section 6.40.070(A)(5). A cease and desist order may direct the owner or occupant of any property and/or other person responsible for a violation of this chapter to:

i. Immediately discontinue any illicit connection or prohibited discharge to the stormwater drainage system.

ii. Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this chapter.

iii. Immediately discontinue any other violation of this chapter.

iv. Clean up the area affected by the violation.

v. The authorized inspector may direct by cease and desist order that the owner of any property, or his or her successor-in-interest, whose property is subject to any conditions or requirements issued pursuant to Section 6.40.050(A)(1) or any permittee under any permit issued pursuant to Section 6.40.080 hereof: Immediately cease any activity not in compliance with the conditions or requirements issued pursuant to Section 6.40.050(A)(1), or the terms, conditions, and requirements of the applicable permit.

4. RECOVERY OF COSTS. The authorized inspector may deliver to the owner or occupant of any property, any permittee, or any other person who becomes subject to a notice of noncompliance or administrative order, an invoice for costs. An invoice for costs shall be delivered in accordance with Section 6.40.070(A)(5). An invoice for costs shall be immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order.

If any owner or occupant, permittee, or any other person subject to an invoice for costs fails to either pay the invoice for costs or appeal successfully the invoice for costs in accordance with Section 6.40.070(A)(6), then the enforcing attorney may institute collection proceedings.

5. DELIVERY OF NOTICE. Any notice of noncompliance, administrative compliance order, cease and desist order, or invoice of costs to be delivered pursuant to the requirements of this chapter shall be subject to the following:

a. The notice shall state that the recipient has a right to appeal the matter as set forth in Section 6.40.070(A)(6) through 6.40.070(A)(10).

b. Delivery shall be deemed complete upon:

i. Personal service to the recipient;

ii. Deposit in the U.S. mail, postage pre-paid for first class mail; or

iii. Facsimile service with confirmation of receipt.

c. Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.

d. Where the owner or occupant of any property cannot be located after the reasonable efforts of the authorized inspector, a notice of noncompliance or cease and desist order shall be deemed delivered after posting on the property for a period of 10 business days.

6. ADMINISTRATIVE HEARING FOR NOTICES OF NONCOMPLIANCE, ADMINISTRATIVE COMPLIANCE ORDERS, INVOICES FOR COSTS AND ADVERSE DETERMINATIONS. Except as set forth in subsection (A)(8) of this section, any person receiving a notice of noncompliance, administrative compliance order, a notice of legal nonconforming connection, an invoice for costs, or any person who is subject to any adverse determination made pursuant to this chapter, may appeal the matter by requesting an administrative hearing. Notwithstanding the foregoing, these administrative appeal procedures shall not apply to criminal proceedings initiated to enforce this chapter.

7. REQUEST FOR ADMINISTRATIVE HEARING. Any person appealing a notice of noncompliance, an administrative compliance order, a notice of legal nonconforming connection, an invoice for costs or an adverse determination shall, within 30 days of receipt thereof, file a written request for an administrative hearing, accompanied by an administrative hearing fee as established by separate City Council resolution, with the office of the City Clerk, with a copy of the request for administrative hearing mailed on the date of filing to the City Manager. Thereafter, a hearing on the matter shall be held before the hearing officer within 45 business days of the date of filing of the written request

unless, in the reasonable discretion of the hearing officer and pursuant to a written request by the appealing party, a continuance of the hearing is granted.

8. **ADMINISTRATIVE HEARING FOR CEASE AND DESIST ORDERS AND EMERGENCY ABATEMENT ACTIONS.** An administrative hearing on the issuance of a cease and desist order or following an emergency abatement action shall be held within five business days following the issuance of the order or the action of abatement, unless the hearing (or the time requirement for the hearing) is waived in writing by the party subject to the cease and desist order or the emergency abatement. A request for an administrative hearing shall not be required from the person subject to the cease and desist order or the emergency abatement action.

9. **HEARING PROCEEDINGS.** The authorized inspector shall appear in support of the notice, order, determination, invoice for costs, or emergency abatement action, and the appealing party shall appear in support of withdrawal of the notice, order, determination, invoice for costs, or in opposition to the emergency abatement action. Except as set forth in Section 6.40.030 (definition of “discharge exception”), the City shall have the burden of supporting any enforcement or other action by a preponderance of the evidence. Each party shall have the right to present testimony and other documentary evidence as necessary for explanation of the case.

10. **FINAL DECISION AND APPEAL.** The final decision of the hearing officer shall issue within 10 business days of the conclusion of the hearing and shall be delivered by first-class mail, postage prepaid, to the appealing party. The final decision shall include notice that any legal challenge to the final decision shall be made pursuant to the provisions of Code of Civil Procedure Sections 1094.5 and 1094.6 and shall be commenced within 90 days following issuance of the final decision. The administrative hearing fee paid by a prevailing party in an appeal shall be refunded.

Notwithstanding this section, the final decision of the hearing officer in any proceeding determining the validity of a cease and desist order or following an emergency abatement action shall be mailed within five business days following the conclusion of the hearing.

11. **CITY ABATEMENT.** In the event the owner of property, the operator of a facility, a permittee, or any other person fails to comply with any provision of a compliance schedule issued to such owner, operator, permittee, or person pursuant to this chapter, the authorized inspector may request the enforcing attorney to obtain an abatement warrant or other appropriate judicial authorization to enter the property, abate the condition, and restore the area. Any costs incurred by the City in obtaining and carrying out an abatement warrant or other judicial authorization may be recovered pursuant to Section 6.40.070(B)(4).

B. **NUISANCE.** Any condition in violation of the prohibitions of this chapter, including but not limited to the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, shall constitute a threat to the public health, safety, and welfare, and is declared and deemed a nuisance pursuant to Government Code Section 38771.

1. **COURT ORDER TO ENJOIN OR ABATE.** At the request of the City Manager, the enforcing attorney may seek a court order to enjoin and/or abate the nuisance.

2. **NOTICE TO OWNER AND OCCUPANT.** Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the City Manager shall provide notice of the proposed injunction or abatement to the owner and occupant, if any, of the property where the nuisance or threatened nuisance is occurring.

3. **EMERGENCY ABATEMENT.** In the event the nuisance constitutes an imminent danger to public safety or the environment, the City Manager may enter the property from which the nuisance emanates, abate the nuisance, and restore any property affected by the nuisance. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.

a. An imminent danger shall include, but is not limited to, exigent circumstances created by the dispersal of pollutants, where the same presents a significant and immediate threat to the public safety or the environment.

b. Notwithstanding the authority of the City to conduct an emergency abatement action, an administrative hearing pursuant to Section 6.40.070(A)(8) hereinabove shall follow the abatement action.

4. **REIMBURSEMENT OF COSTS.** All costs incurred by the City in responding to any nuisance, all administrative expenses, and all other expenses recoverable under state law, shall be recoverable from the person(s) creating, causing, committing, permitting, or maintaining the nuisance.

5. NUISANCE LIEN. All costs shall become a lien against the property from which the nuisance emanated and a personal obligation against the owner thereof in accordance with Government Code Sections 38773.1 and 38773.5. The owner of record of the property subject to any lien shall be given notice of the lien prior to recording as required by Government Code Section 38773.1.

At the direction of the City Manager, the enforcing attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for a money judgment or by delivery to the County Assessor of a special assessment against the property in accord with the conditions and requirements of Government Code §38773.5.

C. CRIMINAL SANCTIONS.

1. PROSECUTOR. The enforcing attorney may act on the request of the City Manager to pursue enforcement actions in accordance with the provisions of this chapter.

2. INFRACTIONS. Any person who may otherwise be charged with a misdemeanor under this chapter may be charged, at the discretion of the enforcing attorney, with an infraction punishable by a fine of not more than \$250.00 for a first violation, \$500.00 for a second violation, and a fine not exceeding \$1,000.00 for each additional violation occurring within one year.

3. MISDEMEANORS. Any person who negligently or knowingly violates any provision of this chapter, undertakes to conceal any violation of this chapter, continues any violation of this chapter after notice thereof, or violates the terms, conditions, and requirements of any permit issued pursuant to this chapter, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000.00 or by imprisonment for a period of not more than six months, or both.

D. CONSECUTIVE VIOLATIONS. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an administrative compliance order, a cease and desist order, or a permit issued pursuant to this chapter, shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance with this chapter.

E. NONEXCLUSIVE REMEDIES. Each and every remedy available for the enforcement of this chapter shall be nonexclusive and it is within the discretion of the authorized inspector or enforcing attorney to seek cumulative remedies, except that multiple monetary fines or penalties shall not be available for any single violation of this chapter.

F. CITATIONS.

1. Pursuant to Penal Code Section 836.5, the authorized inspector shall have the authority to cause the arrest of any person committing a violation of this chapter. The person shall be released and issued a citation to appear before a magistrate in accordance with Penal Code Sections 853.5, 853.6, and 853.9, unless the person demands to be taken before a magistrate. Following issuance of any citation the authorized inspector shall refer the matter to the enforcing attorney.

2. Each citation to appear shall state the name and address of the violator, the provisions of this chapter violated, and the time and place of appearance before the court, which shall be at least 10 business days after the date of violation. The person cited shall sign the citation giving his or her written promise to appear as stated therein. If the person cited fails to appear, the enforcing attorney may request issuance of a warrant for the arrest of the person cited.

G. VIOLATIONS OF OTHER LAWS. Any person acting in violation of this chapter also may be acting in violation of the Federal Clean Water Act or the State Porter-Cologne Act and other laws and also may be subject to sanctions including civil liability. Accordingly, the enforcing attorney is authorized to file a citizen suit pursuant to the Federal Clean Water Act Section 505(a), seeking penalties, damages, and orders compelling compliance, and other appropriate relief. The enforcing attorney may notify EPA Region IX, the Santa Ana Regional Water Quality Control Board, or any other appropriate state or local agency, of any alleged violation of this chapter.

H. INJUNCTIONS. At the request of the City Manager, the enforcing attorney may cause the filing in a court of competent jurisdiction of a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this chapter.

Order for Reimbursement. Any temporary, preliminary, or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation, and monitoring, the costs of abatement undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.

I. OTHER CIVIL REMEDIES.

1. The City Manager may cause the enforcing attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of:

a. All costs incurred in enforcement of this chapter, including but not limited to costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages;

b. All costs incurred in mitigating harm to the environment or reducing the threat to human health; and

c. Damages for irreparable harm to the environment.

2. The enforcing attorney is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public land or to the stormwater drainage system from any violation of this chapter where the same has caused damage, contamination or harm to the environment, public property, or the stormwater drainage system.

3. The remedies available to the City pursuant to the provisions of this chapter shall not limit the right of the City to seek any other remedy that may be available by law. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.080 Permits

A. DISCHARGE PERMIT PROCEDURE.

1. PERMIT. On application of the owner of property or the operator of any facility, which property or facility is not otherwise subject to the requirements of a state general permit or a national pollution discharge elimination system permit regulating stormwater discharges, the City Manager may issue a permit authorizing the release of non-stormwater discharges to the stormwater drainage system if:

a. The discharge of material or constituents is reasonably necessary for the conduct of otherwise legal activities on the property; and

b. The discharge will not cause a nuisance, impair the beneficial uses of receiving waters, or cause any reduction in established water quality standards.

2. APPLICATION. The applicant shall provide all information requested by the City Manager for review and consideration of the application, including but not limited to specific detail as to the activities to be conducted on the property, plans and specifications for facilities located on the property, identification of equipment or processes to be used on-site and other information as may be requested in order to determine the constituents, and quantities thereof, which may be discharged if permission is granted.

3. PERMIT ISSUANCE. The permit shall be granted or denied by the City Manager or his or her designated representative, no later than 60 business days following the completion and acceptance of the application as determined by the City Manager.

The applicant shall be notified in person or by first-class mail, postage prepaid, of the action taken.

4. PERMIT CONDITIONS. The permit may include terms, conditions, and requirements to ensure compliance with the objectives of this chapter and as necessary to protect the receiving waters, including but not limited to:

a. Identification of the discharge location on the property and the location at which the discharge will enter the stormwater drainage system;

b. Identification of the constituents and quantities thereof to be discharged into the stormwater drainage system;

c. Specification of pollution prevention techniques and structural or nonstructural control requirements as reasonably necessary to prevent the occurrence of potential discharges in violation of this chapter;

d. Requirements for self-monitoring of any discharge;

e. Requirements for submission of documents or data, such as technical reports, production data, discharge reports, self-monitoring reports, and waste manifests; and

f. Other terms and conditions appropriate to ensure compliance with the provisions of this chapter and the protection of receiving waters, including requirements for compliance with best management practices guidance documents approved by any federal, State of California or regional agency.

5. GENERAL PERMIT. In the discretion of the City Manager, the permit may, in accordance with the conditions identified in Section 6.40.080(A)(4), be prepared as a general permit applicable to a specific category of activities. If a general permit is issued, any person intending to discharge within the scope of the authorization provided by the general permit may do so by filing an application to discharge with the City Manager. No discharge within the scope of the general permit shall occur until such application is so filed.

Notwithstanding the foregoing in Section 6.40.080(A)(5), the City Manager, in his or her discretion, may eliminate the requirement that an application for a general permit be filed for any specific activity for which a general permit has been issued.

6. PERMIT FEES. The permission to discharge shall be conditioned upon the applicant's payment of the City's costs, in accordance with a fee schedule adopted by separate resolution, as follows:

- a. For individually issued permits, the costs of reviewing the permit application, preparing and issuing the permit, and the costs reasonably related to administering this permit program; and
- b. For general permits, the costs of reviewing the permit application, that portion of the costs of preparing the general permit that is reasonably attributable to the permittee's application for the general permit, and the costs reasonably related to administering the general permit program. Notwithstanding the foregoing, no permit fee shall be charged for a general permit issued pursuant to Section 6.40.080(A)(5)(a).

B. PERMIT SUSPENSION, REVOCATION, OR MODIFICATION.

1. The City Manager may suspend or revoke any permit when it is determined that:
 - a. The permittee has violated any term, condition or requirement of the permit or any applicable provision of this chapter;
 - b. The permittee's discharge or the circumstances under which the discharge occurs have changed so that it is no longer appropriate to except the discharge from the prohibitions on prohibited discharge contained within this chapter; or
 - c. The permittee fails to comply with any schedule for compliance issued pursuant to this chapter; or
 - d. Any regulatory agency, including the EPA or a Regional Water Quality Control Board having jurisdiction over the discharge, notifies the City that the discharge should be terminated.
2. The City Manager may modify any permit when it is determined that:
 - a. Federal or state law requirements have changed in a manner that necessitates a change in the permit; or
 - b. The permittee's discharge or the circumstances under which the discharge occurs have changed so that it is appropriate to modify the permit's terms, conditions, or requirements; or
 - c. A change to the permit is necessary to ensure compliance with the objectives of this chapter or to protect the quality of receiving waters.
3. The permittee, or in the case of a general permit, each person who has filed an application pursuant to Section 6.40.080(A)(5), shall be informed of any change in the permit terms and conditions at least 60 days prior to the effective date of the modified permit. In the case of a general permit issued pursuant to Section 6.40.080(A)(5)(a), any change in the permit terms and conditions shall be published in newspaper of general circulation within the City at least 60 days prior to the effective date of the modified permit.

4. The determination that a permit shall be denied, suspended, revoked, or modified may be appealed by a permittee pursuant to the same procedures applicable to appeal of an administrative compliance order in this chapter. In the absence of a judicial order to the contrary, the permittee may continue to discharge pending issuance of the final administrative decision by the hearing officer.

C. PERMIT ENFORCEMENT — PENALTIES. Any violation of the terms, conditions, and requirements of any permit issued by the City Manager shall constitute a violation of this chapter and subject the violator to the administrative, civil, and criminal remedies available under this chapter.

D. Compliance with the terms, conditions, and requirements of a permit issued pursuant to this chapter shall not relieve the permittee from compliance with all federal, state, and local laws, regulations and permit requirements, applicable to the activity for which the permit is issued.

1. LIMITED PERMITTEE RIGHTS. Permits issued under this chapter are for the person or entity identified therein as the “permittee” only, and authorize the specific operation at the specific location identified in the permit. The issuance of a permit does not vest the permittee with a continuing right to discharge.

2. TRANSFER OF PERMITS. No permit issued to any person may be transferred to allow:

- a. A discharge to the stormwater drainage system at a location other than the location stated in the original permit;
or
- b. A discharge by a person other than the person named in the permit, provided however, that the City may approve a transfer if written approval is obtained, in advance, from the City Manager. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.090 Interagency Cooperation

A. The City intends to cooperate with other agencies with jurisdiction over stormwater discharges to ensure that the regulatory purposes underlying stormwater regulations promulgated pursuant to the Clean Water Act (33 USC Section 1251 et seq.) are met.

B. The City may, to the extent authorized by law, elect to contract for the services of any public agency or private enterprise to carry out the planning approvals, inspections, permits, and enforcement authorized by this chapter. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.100 Miscellaneous

A. COMPLIANCE DISCLAIMER. Full compliance by any person or entity with the provisions of this chapter shall not preclude the need to comply with other local, state, or federal statutory or regulatory requirements, which may be required for the control of the discharge of pollutants into stormwater and/or the protection of stormwater quality.

B. SEVERABILITY. If any provision of this chapter or the application of the chapter to any circumstance is held invalid, the remainder of the chapter or the application of the chapter to other persons or circumstances shall not be affected. (2803 § 1, 2011; 2401 § 1, 1997)

6.40.110 Judicial Review

The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within 90 days of the occurrence of the event for which review is sought. (2803 § 1, 2011; 2401 § 1, 1997)

Appendix C-3

Ordinance No. 6 (FOG Requirements)

ORDINANCE NO. 6

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
GARDEN GROVE SANITARY DISTRICT ADOPTING FATS,
OILS AND GREASE CONTROL REGULATIONS APPLICABLE
TO FOOD SERVICE ESTABLISHMENTS

WHEREAS, pursuant to the County Sanitary District Act , Health & Safety Code §§ 4700 et seq., the Garden Grove Sanitary District ("District") has the authority to adopt ordinances relating to the provision of sewer services and facilities, and regulations of those services and facilities; and

WHEREAS, the Regional Water Quality Control Board ("RWQCB") for the Santa Ana Region adopted Order R8-2002-0014, which prescribes general waste discharge requirements prohibiting sanitary sewer overflows ("SSOs") by sewer collection agencies; and

WHEREAS, in Order R8-2002-0014, the RWQCB found that one of the leading causes of SSOs within the Santa Ana Region, which encompasses the District's service area is "grease blockages;" and

WHEREAS, SSOs often caused by discharge of wastewater containing high levels of fat, oils and grease ("FOG"), suspended solids, pathogenic organisms, and other pollutants, may result in the temporary failure to meet applicable water quality objectives, pose a threat to the public health, adversely affect aquatic life, and impair the public recreational use and aesthetic enjoyment of surface waters within the District's service area; and

WHEREAS, the 2000-2001 Orange County Grand Jury ("Grand Jury") conducted a survey among 35 wastewater collection and treatment agencies in Orange County and concluded that one of the leading causes of SSOs and sewage spills is sewer lines clogged from the accumulation of FOG discharged from Food Service Establishments; and

WHEREAS, the Grand Jury further concluded that more effective methods of minimizing grease discharges into the sewer system must be developed and implemented to reduce the discharge of FOG to the sewer system in order to prevent sewer blockages and SSOs; and

WHEREAS, Order No. R8-2002-0014 requires the District to monitor and control SSOs and to develop a FOG Control Program by December 30, 2004; and

WHEREAS, in light of the overwhelming evidence that FOG is a primary cause of SSOs, the District desires to implement a FOG Control Program to prevent SSOs; and

WHEREAS, the foregoing findings indicate that a FOG Control Program is required for Food Service Establishments within the District's jurisdiction to comply with waste discharge regulations and prevent the harmful effects of SSOs; and

WHEREAS, the Board of Directors finds that specific enforcement provisions must be adopted to govern discharges of wastewater to the District's system by Food Service Establishments.

NOW, THEREFORE, the Board of Directors does hereby ordain as follows:

Section I. Amendment To Code Of Regulations.

Chapter 4.30, entitled "Regulations Controlling the Discharge of Fats, Oils, and Grease From Food Service Establishments", is hereby added to Title 4, "Sewer Regulations" of the Garden Grove Sanitary District Code of Regulations (2004 Edition) to read as follows:

"Chapter 4.30. Regulations Controlling the Discharge of Fats, Oils
And Grease From Food Service Establishments.

Section 4.30.010. PURPOSE AND POLICY

A. The purpose of this Ordinance is to facilitate the maximum beneficial public use of the District's sewer services and facilities while preventing blockages of the sewer lines resulting from discharges of FOG to the sewer facilities, and to specify appropriate FOG discharge requirements for Food Service Establishments.

B. This Ordinance shall be interpreted in accordance with the definitions set forth in Section 16. The provisions of this Ordinance shall apply to the direct or indirect discharge of all wastewater or waste containing FOG carried to the sewer facilities of the District.

C. To comply with Federal, State, and local policies and to allow the District to meet applicable standards, provisions are made in this Ordinance for the regulations of wastewater or waste containing FOG discharges to the sewer facilities.

D. This Ordinance establishes quantity and quality standards on all wastewater and/or waste discharges containing FOG, which may alone or collectively cause or contribute to FOG accumulation in the sewer facilities causing or potentially causing or contributing to the occurrence of SSOs.

Section 4.30.020. FOG DISCHARGE REQUIREMENT

No person, firm, corporation, or other entity shall operate a Food Service establishment so as to discharge or cause to be discharged into the sanitary sewer

collection system FOG that: (1) exceeds a concentration level adopted by the Board; or, (2) that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer system lateral which connects the Food Service Establishment to the sanitary sewer collection system.

Section 4.30.030. PROHIBITIONS

Any person, firm, corporation, or other entity is prohibited from operating a Food Service Establishment by:

A. Installing food grinders in the plumbing system of new construction of Food Service Establishments. All food grinders shall be removed from all existing Food Service Establishments within 180 days of the effective date of this Ordinance, unless the FOG Control Program Manager has authorized the grinder to remain.

B. Introducing any additives into a Food Service Establishment's wastewater system for the purpose of emulsifying FOG, unless otherwise permitted by specific written authorization of the FOG Control Program Manager.

C. Disposing waste cooking oil into drainage pipes. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.

D. Discharging wastewater from dishwashers to any grease trap or grease interceptor.

E. Discharging wastewater with temperatures in excess of 140°F to any grease control device.

F. Introducing biological additives for grease remediation or as a supplement to grease control device maintenance without prior authorization from the FOG Control Program Manager.

G. Discharging wastes from toilets, urinals, washbasins, and other fixtures containing fecal materials to sewer lines intended for grease control device service, or vice versa.

H. Discharging any waste, including FOG and solid materials removed from the grease control device, to the sewer system. Grease removed from grease control devices shall be waste hauled periodically as part of the operation and maintenance requirements for grease interceptors and traps.

Section 4.30.040. BEST MANAGEMENT PRACTICES REQUIRED

Any person, firm, corporation, or other entity operating a Food Services Establishment shall implement Best Management Practices as prescribed in this ordinance for the purpose of controlling and limiting the discharge of FOG to the sanitary sewer collection system.

Section 4.30.050. FOG PRETREATMENT/BEST MANAGEMENT PRACTICES

Any person, firm, corporation, or other entity operating a Food Service Establishment (FSE), or a property owner of a parcel containing multiple FSEs, may be required to install, operate and maintain an approved type and adequately sized grease interceptor in accordance with the provisions of this section. The grease interceptor shall be adequate to separate and remove FOG contained in wastewater discharges from Food Service Establishments prior to discharge to the sewer system. Fixtures, equipment, and drain lines located in the food preparation and clean up areas of Food Service Establishments that are sources of FOG discharges except for dish washing machines shall be connected to the grease interceptor. Compliance shall be established as follows:

A. New Construction of Food Service Establishments

New construction of Food Service Establishments shall include and install grease interceptors prior to commencing discharges of wastewater to the sanitary sewer collection system.

B. Existing Food Service Establishments/Commercial Properties

Existing FSE operators, or property owners with multiple FSEs, shall install a grease control device where the FOG Program Manager has found and determined that a FSE, has been responsible for, or otherwise contributed to, one or more SSO(s) following the enactment of this ordinance.

Where the FOG Program Manager has determined that an owner's lateral line requires cleaning to avoid an imminent threat of an SSO spill, the Manager is authorized to issue an order to the owner to immediately clean the subject lateral line.

The Program Manager shall issue his/her order in writing to the applicable party and shall designate a reasonable period of time period for corrective action.

C. Best Management Practice Requirements.

Food Service Establishment Operators and affected Property Owners shall comply with the following Best Management Practice standards:

1. BMP (Non-Structural)- Food Grinders (garbage disposal devices) shall immediately be removed from the FSEs plumbing system to prevent the discharge of food debris into the FSEs sewer drain system. This requirement will lead to controlling and limiting the introduction of FOG into the district's sanitary sewer collection system.

2. BMP (Non-Structural) - The District's approved SSO prevention-training program shall be instituted and continuously maintained. The training program shall consists of those tasks set forth in the training materials adopted by the Program Manager and made available to each FSE operator and property owner affected by this ordinance.
3. BMP (Structural)- Grease trap devices shall be installed and maintained so as to prevent odors, cross-contamination, sewer back-ups or SSOs.
4. BMP (Non-Structural)- Grease rendering containers shall be installed and Maintained.
5. BMP (Non-Structural)- Document record keeping shall be maintained consisting of: 1) employee training records; 2) grease control device (trap or interceptor) maintenance and cleaning records; 3) on property SSO records; 4) plumbing maintenance records; 5) rendering grease disposal records. Documents consist of, but are not limited to logs, records, letters, blue prints, equipment specification and operation, receipts, and manifests. Such records are deemed to be environmental records and shall be retained for a minimum of 5 years.

Section 4.30.060. APPEALS/INTERCEPTOR REQUIREMENT.

Where the FOG Control Program Manager has determined to require the installation of a grease interceptor, the responsible party may appeal said determination in accordance with the following procedure and criteria:

The Appellant can establish that:

1. There is no adequate space for installation and/or maintenance of a grease interceptor.
2. There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private collection lines or the public sewer.

The appellant may submit an appeal from the grease interceptor requirement to the FOG Control Program Manager. The operator bears the burden of presenting sufficient facts in the application to justify falling within one or more of the above stated criteria.

The FOG Program Manager shall forthwith render a written decision on the appeal within ten (10) working days. If the Manager requires more information, the Manager is authorized to request additional needed information prior to making a

final determination on the application. In the event that the Program Manager grants an approval of the appeal, the Manager's determination shall specify the terms and conditions of the waiver thereof.

The appellant may further appeal an adverse decision by the Program Manager within fifteen (15) calendar days from date of the written decision by filing a written appeal with the District Board Secretary. The appeal shall be heard by the General Manager, or his designee, as soon as reasonably practicable. A written notice of decision shall be mailed to the appellant within 10 business days from date of the appeal hearing. The decision of the General Manager, or designee, shall be final and binding.

The above stated appeal provisions shall also be applicable to revocation of waiver approvals.

Section 4.30.070 COMMERCIAL PROPERTIES

Property owners of commercial properties or their official designee(s) shall be responsible for the installation and maintenance of the grease interceptor serving multiple Food Service Establishments that are located on a single parcel.

Section 4.30.080. SEWER SYSTEM OVERFLOWS, PUBLIC NUISANCE, ABATEMENT

If the District must act immediately to contain and clean up an SSO caused by blockage of a private or public sewer lateral or system serving a Food Service Establishment, or at the request of the property owner or operator of the Food Service Establishment, or because of the failure of the property owner or Food Service Establishment to abate the condition causing immediate threat of injury to the health, safety, welfare, or property of the public, the District's costs for such abatement may be entirely borne by the property owner or operator of the Food Service Establishment, and individual(s) as a responsible officer or owner of the Food Service Establishment(s) and may constitute a debt to the District and become due and payable upon the District's request for reimbursement of such costs.

Section 4.30.090. DRAWING SUBMITTAL REQUIREMENTS

Upon request by the District:

A. Operators of Food Service Establishments may be required to submit two copies of facility site plans, mechanical and plumbing plans, and details to show all sewer locations and connections. The submittal shall be in a form and content acceptable to the District for review of existing or proposed grease control device, grease interceptor, monitoring facilities, metering facilities, and operating procedures. The review of the plans and procedures shall in no way relieve the Food Service Establishments of the responsibility of modifying the facilities or

procedures in the future, as necessary to produce an acceptable discharge, and to meet the requirements of this Ordinance or any requirements of other Regulatory Agencies; and a schematic drawing of the FOG control device, grease interceptor or other pretreatment equipment, piping and instrumentation diagram, and wastewater characterization report.

B. The District may require the drawings be prepared by a California Registered Civil, Chemical, Mechanical, or Electrical Engineer.

Section 4.30.100. GREASE INTERCEPTOR REQUIREMENTS

A. Food Service Establishment operators shall provide wastewater acceptable to the District, under the requirements and standards established herein before discharging to any public sewer. Any Food Service Establishment required to pretreat wastewater shall install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of this Ordinance.

B. Grease interceptor sizing and installation shall conform to the current edition of the California Plumbing Code. Grease interceptors shall be constructed in accordance with the design approved by the FOG Control Program Manager and shall have a minimum of two compartments with fittings designed for grease retention.

C. The grease interceptor shall be installed at an exterior location where it shall be at all times easily accessible for inspection, cleaning, and removal of accumulated grease.

D. Access manholes, with a minimum diameter of 24 inches, shall be provided over each grease interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.

E Grease Interceptors shall be maintained in efficient operating condition by periodic removal of the full content of the interceptor which includes wastewater, accumulated FOG, floating materials, sludge and solids.

F All existing and newly installed grease interceptors shall be maintained in a manner consistent with a maintenance frequency approved by the FOG Control Program Manager pursuant to this section.

G No FOG that has accumulated in a grease interceptor shall be allowed to pass into any sewer lateral, sewer system, storm drain, or public right of way.

H. Food Service Establishment operators with grease interceptors may be required to submit data and information necessary to establish the maintenance frequency of grease interceptors.

I. The maintenance frequency for all Food Service Establishments with a grease interceptor shall be determined in one of the following methods:

1. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total liquid depth of the grease interceptor. This is to ensure that the minimum hydraulic retention time and required available volume is maintained to effectively intercept and retain FOG discharged to the sewer system.

2. All Food Service Establishments with a Grease Interceptor shall maintain their grease interceptor not less than every 6 months. Grease interceptors shall be fully pumped out and cleaned quarterly when the frequency described in (1) has not been established. The maintenance frequency shall be adjusted when sufficient data have been obtained to establish an average frequency based on the requirements described in (1) and guidelines adopted pursuant to the FOG Control Program. The District may change the maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG Control Program. Based on the actual generation of FOG from the Food Service Establishment, the maintenance frequency may increase or decrease.

3. A Food Service Establishment operator may submit a request to the FOG Control Program Manager requesting a change in the maintenance frequency at any time. The operator has the responsibility to demonstrate that the requested change in frequency reflects actual operating conditions based on the average FOG accumulation over time and meets the requirements described in (1).

4. If the grease interceptor, at any time, contains FOG and solids accumulation that does not meet the requirements described in (1), the Food Service Establishment operator shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor. If deemed necessary, the FOG Control Program Manager may also increase the maintenance frequency of the grease interceptor from the current frequency.

Section 4.30.110. GREASE TRAP REQUIREMENTS

A. Food Service Establishment operators may be required to install grease traps in the waste line leading from drains, sink, and other fixtures or equipment where grease may be introduced into the sewer system in quantities that can cause blockage.

B. Prior to receiving a City of Garden Grove Plumber's Permit, an applicant shall submit to the FOG Control Program Manager a stamped and signed copy of installation plans indicating that the Orange County Health Care Agency has approved the grease trap location.

C. Sizing and installation of grease traps shall conform to the current edition of the California Plumbing Code.

D. Grease traps shall be maintained in efficient operating conditions by removing accumulated grease at a frequency approved by the FOG Control Program Manager.

E. Grease traps shall be maintained free of all food residues and any FOG waste removed during the cleaning and scraping process.

F. Grease traps shall be inspected periodically to check for leaking seams and pipes, and for effective operation of the baffles and flow-regulating device. Grease traps and their baffles shall be maintained free of all caked-on FOG and waste. Removable baffles shall be removed and cleaned during the maintenance process.

G. Dishwashers and food grinder units shall not be connected to or discharged into any grease trap.

Section 4.30.120. MONITORING FACILITIES REQUIREMENTS

A. The District may require the Food Service Establishments to construct and maintain in proper operating condition at the Food Service Establishment's sole expense, flow monitoring, constituent monitoring and/or sampling facilities.

B. The location of the monitoring or metering facilities shall be subject to approval by the FOG Control Program Manager.

C. Food Service Establishments may be required to provide immediate, clear, safe and uninterrupted access to the FOG Control Program Manager or inspectors to the Food Service Establishment's monitoring and metering facilities.

D. Food Service Establishments may also be required by the FOG Control Program Manager to submit waste analysis plans, contingency plans, and meet other necessary requirements to ensure proper operation and maintenance of the grease control device and compliance with this Ordinance.

E. No Food Service Establishment shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with this Ordinance and the FOG Wastewater Discharge Permit.

Section 4.30.130. INSPECTION AND SAMPLING CONDITIONS

A. The FOG Control Program Manager may inspect or order the inspection and sample the wastewater discharges of any Food Service Establishment to ascertain compliance with this Ordinance. The owner shall allow the District access to the Food Service Establishment premises, during normal business hours, for purposes of inspecting the Food Service Establishment's grease control devices or interceptor, reviewing the manifests, receipts and invoices relating to the cleaning, maintenance and inspection of the grease control devices.

1. Right to Inspect. Prior to commencing any inspection as authorized in this section, the authorized inspector shall obtain either the consent of the owner or occupant of the property or shall obtain an administrative inspection warrant or criminal search warrant.

2. Entry to Inspect. The authorized inspector may enter property to investigate the source of any discharge to any public street, inlet, gutter, storm drain or the stormwater drainage system located within the jurisdiction of the city.

3. Compliance Assessments. The authorized inspector may inspect property for the purpose of verifying compliance with this ordinance, including but not limited to (i) identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property, (ii) identifying point(s) of discharge of all wastewater, process water systems and pollutants, (iii) investigating the natural slope at the location, including drainage patterns and man-made conveyance systems, (iv) establishing the location of all points of discharge from the property, whether by sanitary sewer collection system, surface runoff or through a storm drain system, (v) locating any illicit connection or the source of prohibited discharge, (vi) evaluating compliance with any permit issued pursuant to Article 3 hereof.

4. Records Review. The authorized inspector may inspect all records of the owner or occupant of property relating to FOG Best Management Practices to include related chemicals or processes presently or previously occurring on-site, facilities maps or schematics and diagrams, pumping and/or grease hauler manifests or receipts pollution prevention plans, monitoring program plans and any other record(s) relating to unauthorized connections, prohibited discharges, or any other source of contribution or potential contribution of pollutants to the stormwater drainage system.

5. Sample and Test. The authorized inspector may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system discharge for the purpose of determining the potential for contribution of pollutants to the stormwater drainage system. The authorized inspector may investigate the integrity of all storm drain and sanitary sewer systems, any legal nonconforming connection or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The authorized inspector may take photographs or videotape, make measurements or

drawings, and create any other record reasonably necessary to document conditions on the property.

Section 4.30.140. NOTIFICATION OF SPILL

A. When material discharged to the sewer has the potential to cause or result in sewer blockages or SSOs, the discharger shall immediately notify the local Health Department, City or County, and the District.

B. Confirmation of this notification shall be made in writing to the FOG Control Program Manager no later than five (5) working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.

C. Such notification shall not relieve the discharger of any expense, loss, damage or other liability which may be incurred as a result of damage or loss to the District or any other damage or loss to person or property; nor shall such notification relieve the discharger of any fees or other liability which may be imposed by this Ordinance or other applicable law.

Section 4.30.150. ENFORCEMENT

A. Criminal Sanctions/General Penalty.

It is unlawful for any person, firm or corporation to violate any provision of this ordinance, including a failure of any party to comply with an order of the Program Manager. A violation of this ordinance shall constitute a misdemeanor; except that notwithstanding any other requirement of this ordinance, any violation constituting a misdemeanor herein, in the discretion of the District's legal counsel, or other authorized enforcement officer, may be charged and prosecuted as an infraction.

Any person, firm, corporation convicted of a misdemeanor shall be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment. Any person charged and convicted of an infraction under the provisions of this code is punishable pursuant to the fine schedule set forth in Government Code section 36900.

Each such person, firm, corporation shall be guilty of a separate offense for each and every day, during any portion of which, any violation of this code is committed, continued, or permitted by any such person, firm, corporation.

B. Nuisances/Civil Relief.

Any condition in violation of this Ordinance, including but not limited to the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to Government Code section 38771.

Any continuing or repetitive violation of this ordinance is declared to be a public nuisance and the district's legal counsel or authorized legal representative is authorized to file an appropriate civil action, whether or not criminal proceedings have been commenced for the subject offense.

C. Costs of Abatement.

Pursuant to Health and Safety Code section 6523.3, the District is entitled to recover its costs incurred in taking any action to correct a violation of this ordinance. Such costs shall be added to any sewer service charge payable by any person violating this ordinance. The district shall have such remedies for the collection of such costs as it has for the collection of sewer service charges.

Section 4.30.160. DEFINITIONS

A. Unless otherwise defined herein, terms related to water quality shall be as adopted in the latest edition of Standard Methods for Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association and the Water Environment Federation. The testing procedures for waste constituents and characteristics shall be as provided in 40 CFR 136 (Code of Federal Regulations).

B. Other terms not herein defined are defined as being the same as set forth in the latest adopted applicable editions of the California Codes applicable to building construction.

C. Subject to the foregoing provisions, the following definitions shall apply in this Ordinance:

Best Management Practices(Structural and Non-Structural)	Schedules of activities, prohibitions of practices, maintenance procedures, installation of equipment, and other management practices to control and limit the introduction of FOG to sewer facilities.,
Board	The Board of Directors of the District.

Change in Operations	Any change in the ownership, food types, or operational procedures that have the potential to increase the amount of FOG generated and/or discharged by Food Service Establishments in an amount that alone or collectively causes or creates a potential for SSOs to occur.
Composite Sample	A collection of individual samples obtained at selected intervals based on an increment of either flow or time. The resulting mixture (composite sample) forms a representative sample of the waste stream discharged during the sample period. Samples will be collected when a wastewater discharge occurs.
Discharger	Any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer and/or stormwater drain system. Discharger shall mean the same as User.
District	The Garden Grove Sanitary District.
Sewer Facility or System	Any property belonging to the District used in the treatment, reclamation, reuse, transportation, or disposal of wastewater.
Effluent	Any liquid outflow from the Food Service Establishment that is discharged.
Fats, Oils, and Grease ("FOG")	Any substance such as a vegetable or animal product that is used in, or is a by product of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.
FOG Control Program	The FOG Control Program required by and developed pursuant to RWQCB Order No. R8-2002-0014, Section (c)(12)(viii).

FOG Control Program
Manager

The individual designated by the District to administer the FOG Control Program. The FOG Control Program Manager is responsible for all determinations of compliance with the program.

Food Service Establishment

Facilities defined in California Uniform Retail Food Service Establishments Law (CURFFL) Section 113785, and any commercial entity within the boundaries of the District, operating in a permanently constructed structure such as a room, building, or place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, serving, or manufacturing, packaging, or otherwise handling food for sale to other entities, or for consumption by the public, its members or employees, and which has any process or device that uses or produces FOG, or grease vapors, steam, fumes, smoke or odors that are required to be removed by a Type I or Type II hood, as defined in CURFFL Section 113785. A limited food preparation establishment is not considered a Food Service Establishment when engaged only in reheating, hot holding or assembly of ready to eat food products and as a result, there is no wastewater discharge containing a significant amount of FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.

Food Grinder

Any device installed in the plumbing or sewage system for the purpose of grinding food waste or food preparation by-products for the purpose of discharging it into the sanitary sewer collection system.

Grease Control Device	Any grease interceptor, grease trap or other mechanism, device, or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap or collect or treat FOG prior to it being discharged into the sewer system. "Grease control device" may also include any other proven method to reduce FOG subject to the approval of the District.
Grease Interceptor	A multi-compartment device that is constructed in different sizes and is generally required to be located, according to the California Plumbing Code, underground between a Food Service Establishment and the connection to the sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.
Grease Trap	A grease control device that is used to serve individual fixtures and have limited effect and should only be used in those cases where the use of a grease interceptor or other grease control device is determined to be impossible or impracticable.
General Manager	The individual duly designated by the Board of Directors of the District to administer this Ordinance.
Grab Sample	A sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.
Hot Spots	Areas in sewer lines that have experienced sanitary sewer overflows resulting in the need for frequent maintenance and cleaning.

Inflow	Water entering a sewer system through a direct stormwater runoff connection to the sanitary sewer, which may cause an almost immediate increase in wastewater flows.
Infiltration	Water entering a sewer system, including sewer service connections, from the ground through such means as defective pipes, pipe joints, connections, or manhole walls.
Inspector	A person authorized by the District to inspect any existing or proposed wastewater generation, conveyance, processing, and disposal facilities.
Interceptor	A grease interceptor.
Interference	Any discharge which, alone or in conjunction with discharges from other sources, inhibits or disrupts the District's sewer system, treatment processes or operations; or is a cause of violation of the District's NPDES or Waste Discharge Requirements or prevents lawful sludge use or disposal.
Local Sewering Agency	Any public agency or private entity responsible for the collection and disposal of wastewater to the District's sewer facilities duly authorized under the laws of the State of California to construct and/or maintain public sewers.
NPDES	The National Pollutant Discharge Elimination System; the permit issued to control the discharge of liquids or other substances or solids to surface waters of the United States as detailed in Public Law 92-500, Section 402.
New Construction	Any structure planned or under construction for which a sewer connection permit has not been issued.
Person	Any individual, partnership, firm, association, corporation or public agency, including the State of California and the United States of America.

Prohibited Discharge	Any discharge which contains any pollutant, from public or private property to (i) the stormwater drainage system; (II) any upstream flow, which is tributary to the stormwater drain system; (III) any groundwater, river, stream, creek, wash or dry weather arroyo, wetlands area, march, coastal slough, or (iv) any coastal harbor, bay or the pacific Ocean.
Public Agency	The State of California and/or any city, county, special district, other local governmental authority or public body of or within this State.
Public Sewer	A sewer owned and operated by the District, or other local Public Agency, which is tributary to the District's sewer facilities.
Regulatory Agencies	Regulatory Agencies shall mean those agencies having regulatory jurisdiction over the operations of the District, including, but not limited to: a) United States Environmental Protection Agency, Region IX, San Francisco and Washington, DC (EPA). b) California State Water Resources Control Board (SWRCB). c) California Regional Water Quality Control Board, Santa Ana Region (RWQCB). d) South Coast Air Quality Management District (SCAQMD). e) California Department of Health Services (DOHS).

Remodeling	A physical change or operational change causing generation of the amount of FOG that exceed the current amount of FOG discharge to the sewer system by the Food Service Establishment in an amount that alone or collectively causes or create a potential for SSOs to occur; or exceeding a cost of \$50,000 to a Food Service Establishment that requires a building permit, and involves any one or combination of the following: (1) Under slab plumbing in the food processing area, (2) a 30% increase in the net public seating area, (3) a 30% increase in the size of the kitchen area, or (4) any change in the size or type of food preparation equipment.
Sample Point	A location approved by the District, from which wastewater can be collected that is representative in content and consistency of the entire flow of wastewater being sampled.
Sampling Facilities	Structure(s) provided at the user's expense for the District or user to measure and record wastewater constituent mass, concentrations, collect a representative sample, or provide access to plug or terminate the discharge.
Sewer System Overflow (SSO)	A sanitary sewer system overflow (SSO), or sewage spill, is each instance of a discharge of sewage from a sanitary sewer system.
Sewage	Wastewater.
Sewer Facilities or System	Any and all facilities used for collecting, conveying, pumping, treating, and disposing of wastewater and sludge.
Sewer Lateral	A building sewer as defined in the latest edition of the California Plumbing Code. It is the wastewater connection between the building's wastewater facilities and a public sewer system.

Sludge		Any solid, semi-solid or liquid decant, supernate or supernate from a manufacturing process, utility service, or pretreatment facility.
Stormwater Drainage System		Street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is part of or tributary to the county-wide stormwater runoff system and owned, operated, maintained or controlled by County of Orange, the Orange County Flood Control District or any city, and used for the purpose of collecting, storing, transporting or disposing of stormwater.
User		Any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer system. User shall mean the same as Discharger.
Waste		Sewage and any and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation or of human or animal nature, including such wastes placed within containers of whatever nature prior to and for the purpose of disposal.
Manifest		That receipt which is retained by the generator of wastes for disposing recyclable wastes or liquid wastes as required by the District.
Waste Practices	Minimization	Plans or programs intended to reduce or eliminate discharges to the sewer system or to conserve water, including, but not limited to, product substitutions, housekeeping practices, inventory control, employee education, and other steps as necessary to minimize wastewater produced.
Waste hauler		Any person carrying on or engaging in vehicular transport of waste as part of, or incidental to, any business for that purpose.
Wastewater		The liquid and water-carried wastes of the community and all constituents thereof, whether treated or untreated, discharged into or permitted to enter a public sewer.

Wastewater Constituents
and Characteristics

The individual chemical, physical, bacteriological, and other parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the quality and quantity of wastewater.

Section II. Effective Date

This Ordinance shall take effect immediately upon its adoption and a summary shall be published in a newspaper of general circulation as provided by law.

Adopted this 26th day of October 2004.

/s/ BRUCE A. BROADWATER
PRESIDENT

ATTEST:

/s/ RUTH E. SMITH
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss:
CITY OF GARDEN GROVE)

I, RUTH E. SMITH, Secretary of the Garden Grove Sanitary District, hereby certify that the foregoing Ordinance was duly adopted by the Board of the Garden Grove Sanitary District at a meeting held on the 26th day of October 2004, by the following vote:

AYES: MEMBERS: (5) DALTON, LEYES, ROSEN, TRAN, BROADWATER
NOES: MEMBERS: (0) NONE
ABSENT: MEMBERS: (0) NONE

/s/ RUTH E. SMITH
SECRETARY

Appendix C-4

City of Anaheim Agreement



Office of
CITY ATTORNEY

CITY OF ANAHEIM, CALIFORNIA

CIVIC CENTER, 200 South Anaheim Boulevard, Third Floor
Anaheim, California 92805

Telephone:
714/999-5169

July 23, 1986

Garden Grove Sanitary District
Attention: President and
Board of Directors
11391 Acacia Parkway
P.O. Box 1437
Garden Grove, California 92642

Gentlemen:

Enclosed herewith is a completely executed copy of the Agreement between Garden Grove Sanitary District and the City of Anaheim.

The execution of said Agreement was approved by motion of the City Council of the City of Anaheim at their meeting held July 15, 1986.

Very truly yours,

A handwritten signature in cursive script that reads "Jack White".

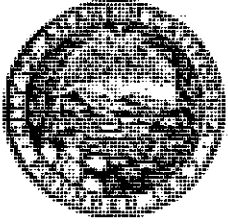
JACK L. WHITE
CITY ATTORNEY

Enclosure

cc: City Clerk
John Roche, Maintenance Dept.

1419V

RECEIVED JUL 25 1986



CITY OF ANAHEIM, CALIFORNIA 92803

OFFICE OF THE CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ANAHEIM)

I, LEONORA N. SOHL, City Clerk of the City of Anaheim, do hereby certify that, upon a motion duly made and seconded, the attached Agreement for Joint Use and Maintenance of Sewerage Facilities was approved by the City Council of the City of Anaheim at a regular meeting of said City Council held on the 8th day of July, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Anaheim this 8th day of July, 1986.


CITY CLERK OF THE CITY OF ANAHEIM

(SEAL)

AGREEMENT FOR JOINT USE AND MAINTENANCE OF
SEWERAGE FACILITIES

THIS AGREEMENT FOR JOINT USE AND MAINTENANCE OF SEWERAGE FACILITIES, dated solely for identification this 8th day of July, 1986, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "CITY."

A
N
D

GARDEN GROVE SANITARY DISTRICT, a public body, corporate and politic, hereinafter referred to as "DISTRICT,"

W I T N E S S E T H:

WHEREAS, by Resolution No. 86-37, the Local Agency Formation Commission of Orange County (LAFCO) approved Reorganization No. 82 detaching approximately 1,163 acres of property within the City of Anaheim (CITY) from the Garden Grove Sanitary District (DISTRICT); and

WHEREAS, pursuant to the detachment, DISTRICT transferred to CITY all fixed assets and facilities of DISTRICT in the detaching area; and

WHEREAS, Resolution No. 86-37 calls for CITY to retain capacity rights in certain DISTRICT facilities to transport waste water from the detaching areas to the Orange County Sanitation District's facilities; and

WHEREAS, because capacity rights in certain DISTRICT facilities will be shared by DISTRICT and CITY, it is in the best interests of both parties to enter into an agreement to provide for the cost sharing of maintenance, repair and replacement of existing

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1 sewers in which DISTRICT and CITY will share capacity rights and to
2 provide for expanded capacity where necessary in the future to
3 transport the combined ultimate wastewater flows from portions of
4 DISTRICT and CITY to the Orange County Sanitation District
5 facilities.

6 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
7 PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES
8 HERETO AGREE AS FOLLOWS:

9 A. SHARED SEWER'S CAPACITY

10 1. DISTRICT hereby grants to CITY capacity rights in
11 amounts as will be established below, the locations of which are
12 shown in Exhibit "A" attached hereto and made a part hereof by this
13 reference. DISTRICT and CITY agree to use said sewers only to
14 transport wastewater from those portions of the detaching area of
15 CITY within the tributary area shown as crosshatched or shaded in
16 Exhibit "A."

17 2. When DISTRICT determines by field measurements that
18 a portion of a shared sewer is flowing at capacity, as defined.
19 below, it shall immediately notify CITY in writing, setting forth
20 the limits, the measured flow, and the depth of the peak flow. The
21 shared sewers or portions thereof shall be deemed to be at capacity
22 when the measured daily peak flow has a depth equal to seventy-five
23 percent (75%) of the sewer diameter.

24 Upon determination and notification that a sewer is
25 at capacity, both parties shall take actions necessary to cease
26 issuance of any additional sewer connection permits to any
27 tributary sewer or to appropriately condition issuance of the
28 permits to mitigate additional outflow. The cessation of issuance

1 of sewer connection permits shall continue in force until
2 additional sewer capacity has been constructed as provided for
3 herein. Any conditionally issued permit shall provide that any
4 outflow shall not increase the amount of total outflow in the
5 particular shared sewer.

6 3. CITY's percentage of capacity in the shared sewers
7 is based upon the current level of outflow of the detaching area
8 and anticipated increased outflow based upon the current land use
9 designations and densities of the detaching area. In the event
10 CITY approves any development which will change the land use
11 designation or permit a higher density which would create an
12 increased outflow over that currently existing or anticipated, CITY
13 agrees to impose a condition of approval on that development so as
14 to mitigate the impact of the increased outflow on the shared sewer.

15 4. DISTRICT also recognizes that changes in land use
16 and increased densities in its service area can impact the
17 capacities of the shared sewers. Therefore, DISTRICT agrees that
18 for any development in its service area which would increase
19 densities or change land use so as to create an increased outflow
20 into any shared sewer over that currently existing or is
21 anticipated, it will impose a condition upon any connection permit
22 to its system so as to mitigate the impact of increased outflow on
23 a shared sewer.

24 B. MAINTENANCE, REPAIR AND REPLACEMENT OF SHARED SEWERS

25 1. Attached hereto and made a part hereof by the
26 reference is Exhibit B which lists each shared sewer and the agreed
27 percentage of current use by DISTRICT and CITY. As shown on
28 Exhibit "B," DISTRICT and CITY share capacities in each shared

1 sewer in different ratios based upon the respective land areas and
2 land uses currently existing in the areas served by each shared
3 sewer. DISTRICT and CITY agree to share the cost of maintenance
4 and upkeep of the shared sewers based upon the ratios of each
5 shared sewer as shown on Exhibit "B." DISTRICT shall be
6 responsible for the regular inspection, upkeep, maintenance and
7 repair of the shared sewers and shall, on a regular interval
8 acceptable to DISTRICT and CITY, invoice CITY for its percentage of
9 that cost based upon the ratios set forth in Exhibit "B" and the
10 schedule of costs set for in Exhibit "C" which is attached hereto
11 and made a part hereof by this reference.

12 2. When DISTRICT determines that a portion of a shared
13 sewer is in need of extraordinary repair, it shall immediately
14 notify CITY in writing, setting forth a description and schedule of
15 repair or replacement and the estimated cost thereof. Unless the
16 work is required to abate an immediate public health problem
17 DISTRICT and CITY shall work together to arrange for financing in
18 the normal budgetary process. Work required to abate an immediate
19 public health problem shall be commenced as reasonably
20 practicable. DISTRICT agrees to consult with CITY, whenever
21 practicable, before beginning emergency repairs. The cost of
22 repair or replacement of each shared line shall be apportioned to
23 each party as set forth in Exhibit "B." The total cost shall
24 include engineering, administration and construction expenses.
25 Prior to starting the repair or replacement work, DISTRICT shall
26 bill CITY for its apportioned share. CITY shall promptly deposit
27 the billed amount. Upon completion of the work and payment of all
28 costs, DISTRICT shall submit a report setting forth all costs

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1 incurred together with either a bill, or a refund for the
2 difference between the actual apportioned cost and the deposit.

3 3. If, within thirty (30) days after notification, CITY
4 disagrees with the necessity or estimated cost or apportionment of
5 the cost of the repair or replacement, it shall so notify the other
6 party in writing. If the parties are unable to agree upon the need
7 or cost of the repair or replacement, either party may initiate
8 legal proceedings to determine each party's rights and obligations.

9 4. Nothing in this Agreement shall prohibit CITY from
10 constructing alternative connections of the facilities in the
11 detaching area to existing CITY-owned sewers, thereby eliminating
12 the necessity for CITY's use of some or all of the shared sewers.
13 If CITY chooses to make such connections, it shall give DISTRICT
14 reasonable notice of its intentions, along with an anticipated date
15 of completion. Upon cessation of the need of CITY for use of any
16 shared sewer, the parties shall amend this Agreement to delete or
17 modify the exhibit of shared sewers, or as otherwise appropriate.
18 If CITY chooses to withdraw all or part of the detaching area from
19 service or a shared sewer at or after receipt of a notice of need
20 for extraordinary repairs as set forth above, it may do so in lieu
21 of contributing to the cost of repairs not yet made, provided that
22 the alternate connection is complete and the area served by the
23 shared sewer no longer discharges outflow into the shared sewer on
24 or before the time the extraordinary repairs are complete. If at
25 all practicable, CITY shall coordinate its alternate sewer
26 connection with DISTRICT's extraordinary repairs.

27 /

28 /

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ANAHEIM, CALIFORNIA 92805
(714) 999 5169

1 5. All repair and replacement work shall be done in
2 accordance with applicable laws, ordinance and charter provisions
3 related to public works projects.

4 C. GENERAL PROVISIONS

5 1. Each party hereto agrees to indemnify, defend and
6 hold harmless the other contracting party, its officers, agents,
7 employees and representatives from and against all claims, demands
8 and actions in connection with the negligent or willful misconduct
9 of the indemnifying party, its officers, agents, employees and
10 representatives in the performance of this Agreement.

11 2. This writing constitutes the entire agreement
12 between the parties with respect to the subject matter hereof, and
13 supersedes all oral or written representations or written
14 agreements which may have been entered into between the parties.
15 No modification or revision shall be of any force or effect, unless
16 the same is in writing and executed by the parties hereto.

17 If any provision of this Agreement shall be held invalid,
18 such invalidity shall not affect the other provisions hereof, and
19 to this extent, the provisions of this Agreement are intended to be
20 and shall be deemed severable. The parties shall agree, if
21 reasonably practicable, upon provisions which are equivalent from
22 an economic point of view to replace any provision which is
23 determined to be invalid.

24 3. Notices and communication concerning this Agreement
25 shall be sent to the following addresses:

26 /
27 /
28 /

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 999-5169

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ANAHEIM

City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard
Anaheim, California 92805

DISTRICT

Garden Grove Sanitary District
Attention: President and
Board of Directors
11391 Acacia Parkway
P.O. Box 1437
Garden Grove, California 92642

The effective date of this Agreement shall be the later of
the effective date of Reorganization No. 82 or the date of final
execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed on the dates hereinafter respectively set
forth.

CITY OF ANAHEIM, a municipal
corporation.

By *Alan A. Roth*
Mayor

DATE OF EXECUTION:
July 9 1986

ATTEST:
Leonora K. Sehl
City Clerk

"CITY"

GARDEN GROVE SANITARY DISTRICT,
a public body, corporate and
politic

By *Chas. H. Main*
President

DATE OF EXECUTION:

By *[Signature]*
Secretary

"DISTRICT"

APPROVED AS TO FORM:

OFFICE OF THE ANAHEIM CITY ATTORNEY

By *[Signature]*
Date 9/23/86
JWF/em/5323M

<u>SHARED SEWERS</u>	<u>LENGTH</u>
Chapman Avenue - 9th Street to Jetty Drive (9600'+)	9600'
Haster Street - Chapman Avenue to Simmons Avenue (1300'+)	1300'
West Street - Orangewood Avenue to 150' N/o Rickey Avenue (1000'+)	1000'
Jacalene Lane - Orangewood Avenue to 150' N/o Rickey Avenue (1000'+)	1000'
Chapman Avenue - Euclid Avenue to Waverly Drive (2150'+)	2150'
Loara Street - Chapman Avenue to 1300' N/o Chapman Avenue (1300'+)	1300'
Della Lane - Chapman Avenue to 200' S/o Ord Way (1300'+)	1300'
Chapman Avenue - Magnolia Avenue to Brookhurst Street (5200'+)	5200'
Brookhurst Street - Chapman Avenue to Katella Avenue (5200'+)	5200'
Katella Avenue - Magnolia Avenue to Endry Street (2000'+)	2600'
Decker Street - Endry Street to 150' E/o Jean Street (1200'+)	1200'
Crestwood Lane - Endry Street to 150' E/o Jean Street (1150'+)	1150'
Pacific Avenue - Magnolia Avenue to Brookhurst Street (5100'+)	5100'
Cerritos Avenue - Gilbert Avenue to Brookhurst Street (2600'+)	2600'
Gilbert Street - Cerritos Avenue to Mystic Lane (3300'+)	3300'
Endry Street - Katella Avenue to Crestwood Lane (1150'+)	1150'
Waverly Drive - Chapman Avenue to 150' S/o Lorane Way (2000'+)	2000'
Cerritos - Magnolia Avenue to 1150' Easterly (1150'+)	1150'
<u>TOTAL LENGTH OF SHARED SEWERS</u>	<u>48,300'</u>

SHARED SEWERS - MAINTENANCE COST REIMBURSEMENT

Percentage of flow for shared sewers is based upon overall percentage of Anaheim's flow compared to the total of Anaheim's flow plus Garden Grove Sanitary District's flow.

Anaheim's percentage of flow is defined as the calculated flow derived from that area within the City of Anaheim formerly a part of the Garden Grove Sanitary District tributary to the shared sewer.

District's percentage of flow is defined as the calculated flow derived from the Garden Grove Sanitary District tributary to the shared sewer.

G.G.S.D. Flow	-	3,096,053	
Anaheim Flow	-	<u>2,042,045</u>	
TOTAL FLOW	-	5,138,098	GAL/DAY (GPD)

Anaheim Share

$$\frac{2,042,045}{5,138,098} = 39.75\%$$

Garden Grove Sanitary District Share

$$\frac{3,096,053}{5,138,098} = 60.25\%$$

Flow Outside City of Anaheim
(Garden Grove Sanitary District Area)

ZONING	NO.ACRES	FLOW COEFFICIENTS GPD/ACRE	GPD
Low Density Residential	1,412.92	1550	2,190,026
Medium Density Residential	128.10	3880	497,028
Commercial	122.37	3230	395,255
Recreational/ Open Space	68.72	200	13,744
<u>TOTALS</u>	1,732.11		3,096,053

Flow Inside City of Anaheim
(Formerly part of Garden Grove Sanitary District)

ZONING	NO.ACRES	FLOW COEFFICIENTS GPD/ACRE	GPD
Low Density Residential	910.33	1550	1,411,011
Medium Density Residential	48.22	3880	187,094
Commercial	133.02	3230	429,654
Recreational/ Open Space	71.43	200	14,286
<u>TOTALS</u>	1,163.00		2,042,045

MAINTENANCE COST

48,300 L.F. of Shared Sewers

Maintenance Cost @ \$.06/lineal foot (1986)

(Maintenance cost to be adjusted annually per
C.P.I. - All Urban Customers - Los Angeles -
Long Beach - Anaheim average)

Total Maintenance Cost

$$(48,300) (.06) = \underline{\underline{\$2,898}}$$

4,103.56

Anaheim Share

$$(.3975) (\$2,898) = \underline{\underline{\$1,152}}$$

1,431.04 = 1632

Garden Grove Sanitary District Share

$$(.6025) (\$2,898) = \underline{\underline{\$1,746}}$$

2,113.41

1986 = 111.9
1996 = 157.5
1997 = 159.5

base = .054
-8538193

.085/14

CUSA4215A0

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 156
ANAHEIM, CALIFORNIA 92805
(714) 999-5169

1 sewers in which DISTRICT and CITY will share capacity rights and to
2 provide for expanded capacity where necessary in the future to
3 transport the combined ultimate wastewater flows from portions of
4 DISTRICT and CITY to the Orange County Sanitation District
5 facilities.

6 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
7 PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES
8 HERETO AGREE AS FOLLOWS:

9 A. SHARED SEWER'S CAPACITY

10 1. DISTRICT hereby grants to CITY capacity rights in
11 amounts as will be established below, the locations of which are
12 shown in Exhibit "A" attached hereto and made a part hereof by this
13 reference. DISTRICT and CITY agree to use said sewers only to
14 transport wastewater from those portions of the detaching area of
15 CITY within the tributary area shown as crosshatched or shaded in
16 Exhibit "A."

17 2. When DISTRICT determines by field measurements that
18 a portion of a shared sewer is flowing at capacity, as defined
19 below, it shall immediately notify CITY in writing, setting forth
20 the limits, the measured flow, and the depth of the peak flow. The
21 shared sewers or portions thereof shall be deemed to be at capacity
22 when the measured daily peak flow has a depth equal to seventy-five
23 percent (75%) of the sewer diameter.

24 Upon determination and notification that a sewer is
25 at capacity, both parties shall take actions necessary to cease
26 issuance of any additional sewer connection permits to any
27 tributary sewer or to appropriately condition issuance of the
28 permits to mitigate additional outflow. The cessation of issuance

OFFICE OF T. J. Y. ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 939-5189

1 of sewer connection permits shall continue in force until
2 additional sewer capacity has been constructed as provided for
3 herein. Any conditionally issued permit shall provide that any
4 outflow shall not increase the amount of total outflow in the
5 particular shared sewer.

6 3. CITY's percentage of capacity in the shared sewers
7 is based upon the current level of outflow of the detaching area
8 and anticipated increased outflow based upon the current land use
9 designations and densities of the detaching area. In the event
10 CITY approves any development which will change the land use
11 designation or permit a higher density which would create an
12 increased outflow over that currently existing or anticipated, CITY
13 agrees to impose a condition of approval on that development so as
14 to mitigate the impact of the increased outflow on the shared sewer.

15 4. DISTRICT also recognizes that changes in land use
16 and increased densities in its service area can impact the
17 capacities of the shared sewers. Therefore, DISTRICT agrees that
18 for any development in its service area which would increase
19 densities or change land use so as to create an increased outflow
20 into any shared sewer over that currently existing or is
21 anticipated, it will impose a condition upon any connection permit
22 to its system so as to mitigate the impact of increased outflow on
23 a shared sewer.

24 B. MAINTENANCE, REPAIR AND REPLACEMENT OF SHARED SEWERS

25 1. Attached hereto and made a part hereof by the
26 reference is Exhibit B which lists each shared sewer and the agreed
27 percentage of current use by DISTRICT and CITY. As shown on
28 Exhibit "B," DISTRICT and CITY share capacities in each shared

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 999-5169

1 sewer in different ratios based upon the respective land areas and
2 land uses currently existing in the areas served by each shared
3 sewer. DISTRICT and CITY agree to share the cost of maintenance
4 and upkeep of the shared sewers based upon the ratios of each
5 shared sewer as shown on Exhibit "B." DISTRICT shall be
6 responsible for the regular inspection, upkeep, maintenance and
7 repair of the shared sewers and shall, on a regular interval
8 acceptable to DISTRICT and CITY, invoice CITY for its percentage of
9 that cost based upon the ratios set forth in Exhibit "B" and the
10 schedule of costs set for in Exhibit "C" which is attached hereto
11 and made a part hereof by this reference.

12 2. When DISTRICT determines that a portion of a shared
13 sewer is in need of extraordinary repair, it shall immediately
14 notify CITY in writing, setting forth a description and schedule of
15 repair or replacement and the estimated cost thereof. Unless the
16 work is required to abate an immediate public health problem
17 DISTRICT and CITY shall work together to arrange for financing in
18 the normal budgetary process. Work required to abate an immediate
19 public health problem shall be commenced as reasonably
20 practicable. DISTRICT agrees to consult with CITY, whenever
21 practicable, before beginning emergency repairs. The cost of
22 repair or replacement of each shared line shall be apportioned to
23 each party as set forth in Exhibit "B." The total cost shall
24 include engineering, administration and construction expenses.
25 Prior to starting the repair or replacement work, DISTRICT shall
26 bill CITY for its apportioned share. CITY shall promptly deposit
27 the billed amount. Upon completion of the work and payment of all
28 costs, DISTRICT shall submit a report setting forth all costs

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 999 5160

1 incurred together with either a bill, or a refund for the
2 difference between the actual apportioned cost and the deposit.

3 3. If, within thirty (30) days after notification, CITY
4 disagrees with the necessity or estimated cost or apportionment of
5 the cost of the repair or replacement, it shall so notify the other
6 party in writing. If the parties are unable to agree upon the need
7 or cost of the repair or replacement, either party may initiate
8 legal proceedings to determine each party's rights and obligations.

9 4. Nothing in this Agreement shall prohibit CITY from
10 constructing alternative connections of the facilities in the
11 detaching area to existing CITY-owned sewers, thereby eliminating
12 the necessity for CITY's use of some or all of the shared sewers.
13 If CITY chooses to make such connections, it shall give DISTRICT
14 reasonable notice of its intentions, along with an anticipated date
15 of completion. Upon cessation of the need of CITY for use of any
16 shared sewer, the parties shall amend this Agreement to delete or
17 modify the exhibit of shared sewers, or as otherwise appropriate.
18 If CITY chooses to withdraw all or part of the detaching area from
19 service or a shared sewer at or after receipt of a notice of need
20 for extraordinary repairs as set forth above, it may do so in lieu
21 of contributing to the cost of repairs not yet made, provided that
22 the alternate connection is complete and the area served by the
23 shared sewer no longer discharges outflow into the shared sewer on
24 or before the time the extraordinary repairs are complete. If at
25 all practicable, CITY shall coordinate its alternate sewer
26 connection with DISTRICT's extraordinary repairs.

27 /

28 /

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 999-5169

1 5. All repair and replacement work shall be done in
2 accordance with applicable laws, ordinance and charter provisions
3 related to public works projects.

4 C. GENERAL PROVISIONS

5 1. Each party hereto agrees to indemnify, defend and
6 hold harmless the other contracting party, its officers, agents,
7 employees and representatives from and against all claims, demands
8 and actions in connection with the negligent or willful misconduct
9 of the indemnifying party, its officers, agents, employees and
10 representatives in the performance of this Agreement.

11 2. This writing constitutes the entire agreement
12 between the parties with respect to the subject matter hereof, and
13 supersedes all oral or written representations or written
14 agreements which may have been entered into between the parties.
15 No modification or revision shall be of any force or effect, unless
16 the same is in writing and executed by the parties hereto.

17 If any provision of this Agreement shall be held invalid,
18 such invalidity shall not affect the other provisions hereof, and
19 to this extent, the provisions of this Agreement are intended to be
20 and shall be deemed severable. The parties shall agree, if
21 reasonably practicable, upon provisions which are equivalent from
22 an economic point of view to replace any provision which is
23 determined to be invalid.

24 3. Notices and communication concerning this Agreement
25 shall be sent to the following addresses:

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27 /
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061986

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 999-5169

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ANAHEIM

City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard
Anaheim, California 92805

DISTRICT

Garden Grove Sanitary District
Attention: President and
Board of Directors
11391 Acacia Parkway
P.O. Box 1437
Garden Grove, California 92642

The effective date of this Agreement shall be the later of
the effective date of Reorganization No. 82 or the date of final
execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed on the dates hereinafter respectively set
forth.

CITY OF ANAHEIM, a municipal
corporation,

By *Alan A. Roth*
Mayor

DATE OF EXECUTION:
July 9 1986

ATTEST:
Leonora K. Sahl
City Clerk

"CITY"

GARDEN GROVE SANITARY DISTRICT,
a public body, corporate and
politic

By *John H. Main*
President

DATE OF EXECUTION:

By *[Signature]*
Secretary

"DISTRICT"

APPROVED AS TO FORM:

OFFICE OF THE ANAHEIM CITY ATTORNEY

By *[Signature]*

Date 6/23/86
JWF:fm/5323M

SHARED SEWERSLENGTH

Chapman Avenue - 9th Street to Jetty Drive (9600'+)	9600'
Haster Street - Chapman Avenue to Simmons Avenue (1300'+)	1300'
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Endry Street - Katella Avenue to Crestwood Lane (1150'+)	1150'
Waverly Drive - Chapman Avenue to 150' S/o Lorane Way (2000'+)	2000'
Cerritos - Magnolia Avenue to 1150' Easterly (1150'+)	1150'

TOTAL LENGTH OF SHARED SEWERS 48,300'

SHARED SEWERS - MAINTENANCE COST REIMBURSEMENT

Percentage of flow for shared sewers is based upon overall percentage of Anaheim's flow compared to the total of Anaheim's flow plus Garden Grove Sanitary District's flow.

Anaheim's percentage of flow is defined as the calculated flow derived from that area within the City of Anaheim formerly a part of the Garden Grove Sanitary District tributary to the shared sewer.

District's percentage of flow is defined as the calculated flow derived from the Garden Grove Sanitary District tributary to the shared sewer.

G.G.S.D. Flow	-	3,096,053	
Anaheim Flow	-	<u>2,042,045</u>	
TOTAL FLOW	-	5,138,098	GAL/DAY (GPD)

Anaheim Share

$$\frac{2,042,045}{5,138,098} = 39.75\%$$

Garden Grove Sanitary District Share

$$\frac{3,096,053}{5,138,098} = 60.25\%$$

Flow Outside City of Anaheim
(Garden Grove Sanitary District Area)

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MAINTENANCE COST

48,300 L.F. of Shared Sewers

Maintenance Cost @ \$.06/lineal foot (1986)

(Maintenance cost to be adjusted annually per
C.P.I. - All Urban Customers - Los Angeles -
Long Beach - Anaheim average)

Total Maintenance Cost

(48,300) (.06) = \$2,898

Anaheim Share

(.3975) (\$2,898) = \$1,152

Garden Grove Sanitary District Share

(.6025) (\$2,898) = \$1,746

Appendix C-5

City of Orange Agreement

RECORDING REQUESTED BY

and mail to:

CITY OF ORANGE - Subdivision Section
300 East Chapman Avenue
Orange, California 92666

EXEMPT PER GOV'T

code 6103

AGREEMENT

1. THIS AGREEMENT, entered into this th 15 day of July, 1985,
2. by and between the CITY OF ORANGE, a municipal corporation, hereinafter
3. referred to as "CITY", and the GARDEN GROVE SANITARY DISTRICT, a public
4. corporation, hereinafter referred to as "DISTRICT".

5.
6. WITNESSETH:

7. WHEREAS, the DISTRICT currently operates and maintains sewer lines within
8. the corporate boundaries of the CITY, more particularly described as Area "A"
9. and Area "B" as shown on the map of Exhibit "B", hereto attached and made
10. a part of.

11. WHEREAS, said sewer lines shall be relinquished to the CITY by the DISTRICT
12. as prescribed by the Orange County Board of Supervisors in Resolution
13. No. 84-1806, marked Exhibit "A", hereto attached and made a part of.

14. WHEREAS, the subject area is now classified as a low density residential area.

15. WHEREAS, the Ultimate Land Use Plan of the Orange County Sanitation District
16. designates the subject area as high density residential.

17. NOW, THEREFORE, IT IS AGREED by and between the CITY and DISTRICT as follows:

18. 1. ONE YEAR AFTER THE FILING of the Notice of Completion of Orange County
19. Reorganization No. 66 by the County, the DISTRICT shall relinquish subject
20. sewer lines to the CITY. The DISTRICT shall remain responsible for the
21. maintenance and operation of said lines until acceptance of the lines by
22. the CITY.

23. AFTER ACCEPTANCE of subject sewer lines, the CITY shall become responsible
24. for the maintenance and operation of said lines, and the CITY shall relieve

1. the DISTRICT of all responsibility for future maintenance of the subject
2. lines.

3. 3. THE CITY HEREBY GRANTS TO THE DISTRICT, capacity rights of 140,000 gallons
4. per day for the lines in Area "C" of Exhibit "B" for current capacities
5. at peak flows.

6. 4. THE CITY also hereby waives any cash payment for said capacity rights and
7. future maintenance of said lines.

8. 5. THE DISTRICT hereby grants to the CITY capacity rights of 280,000 gallons per
9. day for the lines in Area "A" and Area "B" of Exhibit "B", in addition to
10. the flow from Area "C" for current capacities at peak flows.

11. 6. THE DISTRICT also hereby waives any cash payment for said capacity rights
12. and future maintenance of said lines.

13. 7. THE DISTRICT hereby agrees to construct an adequate sewer line at the southern-
14. most intersecting point of Area "A" and Area "B" in order to connect Area "B"
15. into the Orange County Sanitation District trunk sewer at the intersection
16. of Chapman Avenue and Lewis Street. The cost of engineering, administration,
17. and construction of said line shall be paid by the DISTRICT. After visual
18. inspection of the existing lines by the CITY, the DISTRICT agrees to perform
19. the necessary repairs, if any, to restore the lines to proper operation.

20. 8. THE DISTRICT also hereby agrees to construct the abovementioned line and
21. make the abovementioned repairs prior to acceptance of the lines by the CITY.

22. 9. THE CITY agrees that upon completion of said line, the capacity rights of
23. the CITY be reduced to 205,000 gallons per day, not including the flow from
24. Area "C".

25. 10. THE CITY further agrees to place a condition of approval upon any future
26. development along the southern boundary of Area "A" to construct a new sewer
27. along the frontage of the development which would reverse the flow back to
28. the Orange County Sanitation District trunk sewer at Chapman Avenue and Lewis ST.

1. 11. IT IS AGREED by and between the CITY and the DISTRICT that upon completion
2. of each segment of sewer line and as the flow into the DISTRICT'S line
3. diminishes, that the capacity rights in said line be reduced accordingly
4. by separate instrument.

5. 12. IT IS FURTHER AGREED by and between the CITY and the DISTRICT that the
6. capacity rights granted to the DISTRICT for Area "C" be reserved after
7. Area "A" and Area "B" have been removed from the DISTRICT'S sewer system,
8. until which time as Area "C" is removed from the system or the lines
9. relinquished to the City of Anaheim.

10. IN WITNESS WHEREOF, THE CITY OF ORANGE has caused this agreement to
11. be executed by the Mayor of the City Council on the day and year above
12. first written and attested to by the Clerk of the City.

13. CITY OF ORANGE, a municipal corporation
14. BY: James Beam
15. JAMES BEAM, mayor

16. STATE OF CALIFORNIA)
17. COUNTY OF ORANGE)^{SS}

18. On this _____ day of _____, in the year 1985, before me,
19. Marilyn Jensen, City Clerk of the City of Orange, personally appeared
20. James Beam, personally known to me to be the person who executed
21. this instrument as Mayor of the City of Orange, and acknowledged to
22. me that the City of Orange executed the same.

23. Marilyn J. Jensen
24. Marilyn Jensen, City Clerk of Orange
25.
26.
27.
28.

GARDEN GROVE SANITARY DISTRICT,
a public corporation

By: [Signature]
Robert H. Main, president

By: [Signature]
Sheldon S. Singer, secretary

By: [Signature]
Ronald D. Cates, Witness

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

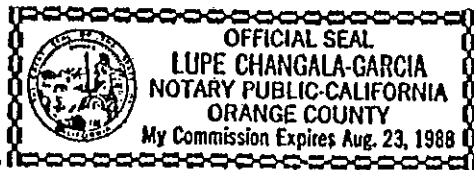
On June 7, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald D. Cates, personally

known to me (or proved to me on the basis of the oath of a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said:

That he/she resides in 1712 Birchfield Dr., Tustin, California, that he/she

was present and saw Robert H. Main, President and Sheldon S. Singer, Secretary, personally

known to him/her to be the same person(s) described in and who executed the within instrument, as a party(ies) thereto, sign, seal and deliver the same and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's(ies) request, subscribed his/her name as a witness thereto.



WITNESS my hand and official seal:
Signature [Signature]

(This area for official notarial seal)

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Approved as to form:
[Signature]
(Assistant) City Attorney

3000 (6/82) - (Witness) American Title Company

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GARDEN GROVE SANITARY DISTRICT,
a public corporation

By: [Signature]
Robert H. Main, president

By: [Signature]
Sheldon S. Singer, secretary

By: [Signature]
Ronald D. Gates, Witness

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On this _____ day of _____, 1985, before me, _____

_____, a notary public in and for said State,

personally appeared _____ and _____,

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the President and Secretary, respectively, of the
Garden Grove Sanitary District, the public corporation that executed
the within instrument on behalf of said corporation and acknowledged
to me that such corporation executed the same.

My commission expires _____ . Witness my hand and official seal.

Notary Public in and for said State

Approved as to form:
[Signature]
(Assistant) City Attorney

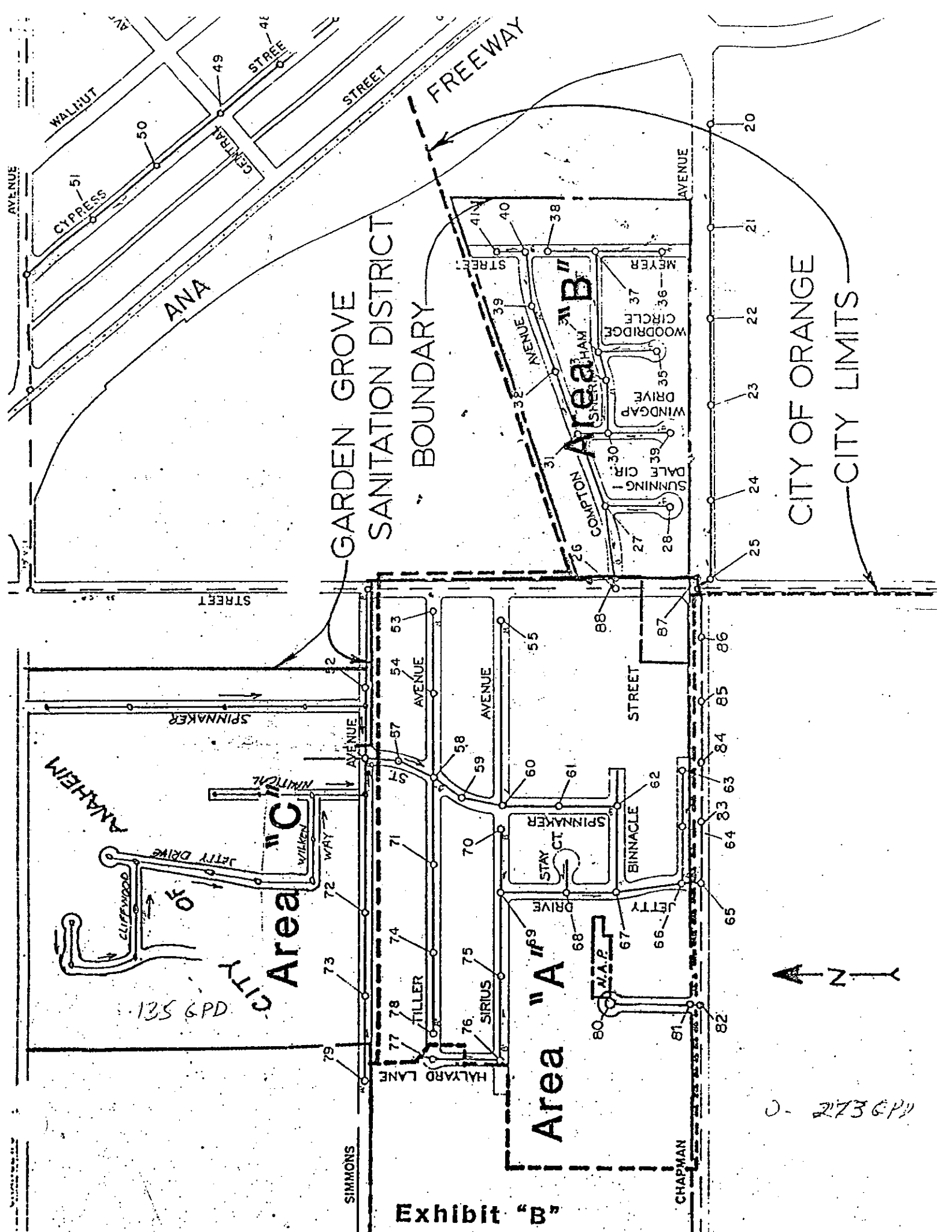


Exhibit "B"

RECORDING REQUESTED BY

EXEMPT PER GOV'T

and mail to:

code 6103

CITY OF ORANGE - Subdivision Section

300 East Chapman Avenue

Orange, California 92666

AGREEMENT

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2. by and between the CITY OF ORANGE, a municipal corporation, hereinafter
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4. corporation, hereinafter referred to as "DISTRICT".

5.
6. WITNESSETH:

7. WHEREAS, the DISTRICT currently operates and maintains sewer lines within
8. the corporate boundaries of the CITY, more particularly described as Area "A"
9. and Area "B" as shown on the map of Exhibit "B", hereto attached and made
10. a part of.

11. WHEREAS, said sewer lines shall be relinquished to the CITY by the DISTRICT
12. as prescribed by the Orange County Board of Supervisors in Resolution
13. No. 84-1806, marked Exhibit "A", hereto attached and made a part of.

14. WHEREAS, the subject area is now classified as a low density residential area.

15. WHEREAS, the Ultimate Land Use Plan of the Orange County Sanitation District
16. designates the subject area as high density residential.

17. NOW, THEREFORE, IT IS AGREED by and between the CITY and DISTRICT as follows:

18. 1. ONE YEAR AFTER THE FILING of the Notice of Completion of Orange County
19. Reorganization No. 66 by the County, the DISTRICT shall relinquish subject
20. sewer lines to the CITY. The DISTRICT shall remain responsible for the
21. maintenance and operation of said lines until acceptance of the lines by
22. the CITY.

23. AFTER ACCEPTANCE of subject sewer lines, the CITY shall become responsible
24. for the maintenance and operation of said lines, and the CITY shall relieve

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1. the DISTRICT of all responsibility for future maintenance of the subject
2. lines.

3. 3. THE CITY HEREBY GRANTS TO THE DISTRICT, capacity rights of 140,000 gallons
4. per day for the lines in Area "C" of Exhibit "B" for current capacities
5. at peak flows.

6. 4. THE CITY also hereby waives any cash payment for said capacity rights and
7. future maintenance of said lines.

8. 5. THE DISTRICT hereby grants to the CITY capacity rights of 280,000 gallons per
9. day for the lines in Area "A" and Area "B" of Exhibit "B", in addition to
10. the flow from Area "C" for current capacities at peak flows.

11. 6. THE DISTRICT also hereby waives any cash payment for said capacity rights
12. and future maintenance of said lines.

13. 7. THE DISTRICT hereby agrees to construct an adequate sewer line at the southern-
14. most intersecting point of Area "A" and Area "B" in order to connect Area "B"
15. into the Orange County Sanitation District trunk sewer at the intersection
16. of Chapman Avenue and Lewis Street. The cost of engineering, administration,
17. and construction of said line shall be paid by the DISTRICT. After visual
18. inspection of the existing lines by the CITY, the DISTRICT agrees to perform
19. the necessary repairs, if any, to restore the lines to proper operation.

20. 8. THE DISTRICT also hereby agrees to construct the abovementioned line and
21. make the abovementioned repairs prior to acceptance of the lines by the CITY.

22. 9. THE CITY agrees that upon completion of said line, the capacity rights of
23. the CITY be reduced to 205,000 gallons per day, not including the flow from
24. Area "C".

25. 10. THE CITY further agrees to place a condition of approval upon any future
26. development along the southern boundary of Area "A" to construct a new sewer
27. along the frontage of the development which would reverse the flow back to
28. the Orange County Sanitation District trunk sewer at Chapman Avenue and Lewis ST.

1. 11. IT IS AGREED by and between the CITY and the DISTRICT that upon completion
2. of each segment of sewer line and as the flow into the DISTRICT'S line
3. diminishes, that the capacity rights in said line be reduced accordingly
4. by separate instrument.

5. 12. IT IS FURTHER AGREED by and between the CITY and the DISTRICT that the
6. capacity rights granted to the DISTRICT for Area "C" be reserved after
7. Area "A" and Area "B" have been removed from the DISTRICT'S sewer system,
8. until which time as Area "C" is removed from the system or the lines
9. relinquished to the City of Anaheim.

10. IN WITNESS WHEREOF, THE CITY OF ORANGE has caused this agreement to
11. be executed by the Mayor of the City Council on the day and year above
12. first written and attested to by the Clerk of the City.

13. CITY OF ORANGE, a municipal corporation

14. BY: James Beam
JAMES BEAM, mayor

16. STATE OF CALIFORNIA)
17. COUNTY OF ORANGE) ss

18. On this _____ day of _____, in the year 1985, before me,
19. Marilyn Jensen, City Clerk of the City of Orange, personally appeared
20. James Beam, personally known to me to be the person who executed
21. this instrument as Mayor of the City of Orange, and acknowledged to
22. me that the City of Orange executed the same.

23. Marilyn J. Jensen
24. Marilyn Jensen, City Clerk of Orange

GARDEN GROVE SANITARY DISTRICT,
a public corporation

By: Robert H. Main
Robert H. Main, president

By: Sheldon S. Singer
Sheldon S. Singer, secretary

By: Ronald D. Cates
Ronald D. Cates, Witness

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

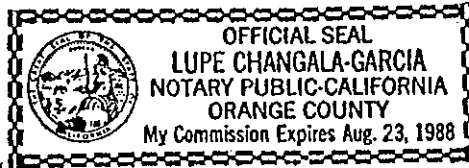
STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On June 7, 1985, before me, the undersigned, a Notary Public in and for
said State, personally appeared Ronald D. Cates, personally
known to me (or proved to me on the basis of the oath of _____
a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as
a witness thereto, who being by me duly sworn, deposed and said:

That he/she resides in 1712 Birchfield Dr.,
Tustin, California, that he/she

was present and saw Robert H. Main, President and

Sheldon S. Singer, Secretary, personally
known to him/her to be the same person(s) described in and who
executed the within instrument, as a party(ies) thereto, sign, seal
and deliver the same and that said party(ies) duly acknowledged
in the presence of said affiant, that he/she/they executed the
same, and that said affiant, thereupon at the party's(ies) request,
subscribed his/her name as a witness thereto.



WITNESS my hand and official seal

Signature Lupe Changala-Garcia

(This area for official notarial seal)

Notary Public in and for said State

Approved as to form:

Gene R. Munslew
(Assistant) City Attorney

'S INSTRUMENT IS A CORRECT COPY OF THE OR
FILE IN THIS OFFICE.
ATTEST December 24 1984

LINDA D. ROBERTS
Clerk of the Board of Supervisors
County of Orange.

BY Shirley Silberson DEPUTY

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 18, 1984

On motion of Supervisor Riley, duly seconded and
carried, the following Resolution was adopted:

WHEREAS, the Local Agency Formation Commission of Orange County
has approved ~~ORANGE COUNTY DISTRICT REORGANIZATION NO. 66~~ and has
directed this Board to initiate proceedings in compliance with said
Resolution; and

WHEREAS, said Reorganization involves the Garden Grove Sanitary
District, which district is located within Orange County; and

WHEREAS, said Reorganization proposes the detachment of territory
a legal description of which is attached hereto, from the Garden Grove
Sanitary District; and

WHEREAS, said proposed Reorganization is subject to certain terms
and conditions contained in the Local Agency Formation Commission's
Resolution No. 84-85 as follows:

a. The fixed assets of the Garden Grove Sanitary District
located within the city limits of Orange shall be transferred to the
City of Orange.

b. The fixed assets of the Garden Grove Sanitary District
located within the city limits of Santa Ana shall be transferred to
the City of Santa Ana.

Resolution No. 84-1806
Proposed Hrg/O.C. Dist.
Reorg. No. 66

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DEC 26 1984

RICHARD T. TURNER, EXECUTIVE OFFICER
LOCAL AGENCY FORMATION COMMISSION

BPD:db

1.

ORANGE COUNTY

9 (5/77)

28

3 c. Commencing with the first year that the reorganization is
4 effective for property tax purposes as provided in Government Code
5 Section 54902, all property tax revenues which would have been
6 allocated to the Garden Grove Sanitary District from the area in the
7 corporate limits of Orange, had it remained in the District, shall be

8 d. Commencing with the first year that the reorganization is
9 effective for property tax purposes as provided in Government Code
10 Section 54902, all property tax revenues which would have been allo-
11 cated to the Garden Grove Sanitary District from the area in the
12 corporate limits of Santa Ana, had it remained in the District, shall
13 be allocated to the City of Santa Ana.

14 e. Funds accumulated in reserve by the Garden Grove Sanitary
15 District for the purpose of capital improvements or maintenance
16 thereof shall be allocated to the City of Orange based on the propor-
17 tion of property tax revenues generated within the City of Orange and
18 allocated to the District as a percentage of the total property tax
19 revenues of said District.

20 f. Funds accumulated in reserve by the Garden Grove Sanitary
21 District for the purpose of capital improvements or maintenance
22 thereof shall be allocated to the City of Santa Ana based on the
23 proportion of property tax revenues generated within the City of Santa
24 Ana and allocated to the District as a percentage of the total property
25 tax revenues of said District.

26 g. That upon completion of said reorganization detaching terri-
27 tory within the cities of Orange and Santa Ana from the Garden Grove
28 Sanitary District, said territories shall be relieved from the liabil-
ity for payment of all or any part of principal or interest or any

1 other amounts which may be due or become due on account of all or any
2 part of any bonded indebtedness, contracts, or obligations, including,
3 but not by way of limitation, any judgment or judgments against the
4 Garden Grove Sanitary District, and that said territory be relieved
5 from the levying or fixing and the collection of any taxes or assess-
6 ments as may be made for the payment thereof.

7 h. The City of Orange shall be granted certain capacity rights
8 pertaining to the transfer of sewage from city facilities owned and
9 operated by the Garden Grove Sanitary District for the purpose of
10 disposal into Orange County Sanitation District facilities in the
11 amount of 280,000 gallons per day.

12 i. The City of Santa Ana shall be granted capacity rights so
13 long as capacity is available in the shared sewers described in the
14 "Agreement For Joint Use of Sewerage Facilities" executed between the
15 City of Santa Ana and the Garden Grove Sanitary District.

16 j. The Garden Grove Sanitary District shall be liable and pay
17 the applicable State Board of Equalization filing and processing fee
18 necessary to complete the proposed reorganization.

19 k. Any election called upon the question of confirming an order
20 for the reorganization shall be called, held and conducted upon such
21 reorganization only within the territory affected by such reorganiza-
22 tion.

23 l. The effective date of the reorganization shall be one year
24 from the date of recordation of the certificate of completion by the
25 Executive Officer of the Local Agency Formation Commission.

26 and

27 WHEREAS, said proposal was initiated by resolution of the Orange
28 County Board of Supervisors, at the request of the cities of Orange

and Santa Ana; and

WHEREAS, the reason for said proposed Reorganization as set forth in the resolution is as follows:

The City Councils of the cities of Orange and Santa Ana believe that multiple governmental agencies performing similar public works functions within the corporate boundaries of a city contribute to the complexity of local government and may hinder the ability of city residents to readily identify and contact the agency responsible for providing service. The City Councils further believe, as stated in their resolutions, that the residents of their respective cities would benefit from a full-service municipal concept and therefore have expressed their intention to become a full-service city and assume responsibility for providing the services currently provided by the Garden Grove Sanitary District; and

WHEREAS, it was determined the proposed detachment of territory from the Garden Grove Sanitary District was categorically exempt from the California Environmental Quality Act of 1970;

NOW, THEREFORE, BE IT RESOLVED that this ~~Board does set the hour of 9:30 o'clock A.M. on the 14th day of January, 1985,~~ a date not less than fifteen (15) days nor more than sixty (60) days after the date of this Resolution, in the Board Hearing Room of the Board of Supervisors of the County of Orange in the Hall of Administration, 10 Civic Center Plaza, Santa Ana, California, as the time, date and place for the proposed Reorganization designated as:

ORANGE COUNTY DISTRICT REORGANIZATION NO. 66

at which time, date and place this Board shall receive any oral or written protests, objections, or evidence which shall be filed or presented.

1 BE IT FURTHER RESOLVED that any interested person desiring to
2 make written protest against said Reorganization shall do so by
3 written communication filed with the Clerk of the Board not later than
4 the hour set for hearing, and that a written protest by a landowner
5 shall contain a description sufficient to identify the land owned by
6 him, and a protest by a voter shall contain the residential address of
7 such voter.

8 BE IT FURTHER RESOLVED that the Clerk is hereby ordered to
9 publish a notice of said hearing once at least fifteen (15) days prior
10 to January 16, 1985, the date set for hearing, in the Register, a
11 newspaper of general circulation in the area.

12 BE IT FURTHER RESOLVED that the Clerk of this Board is hereby
13 ordered to post a notice of said hearing on the official bulletin
14 board adjacent to the Hearing Room of this Board, said posting to
15 commence at least fifteen (15) days prior to the date set for hearing,
16 and ton continue until said date.

17 BE IT FURTHER RESOLVED that the Clerk of this Board is hereby
18 directed to give mailed notice of said hearing by mailing such notice
19 to each affected county, city or district, the Garden Grove Sanitary
20 District, and each person who has filed a request for special notice
21 with the Clerk.

22 /

23 /

24 /

25 /

26 /

27 /

28 /

2 AYES: SUPERVISORS THOMAS F. RILEY, RALPH B. CLARK, ROGER R. STANTON,
3 BRUCE NESTANDE and HARRIETT M. WIEDER


3 NOES: SUPERVISORS NONE

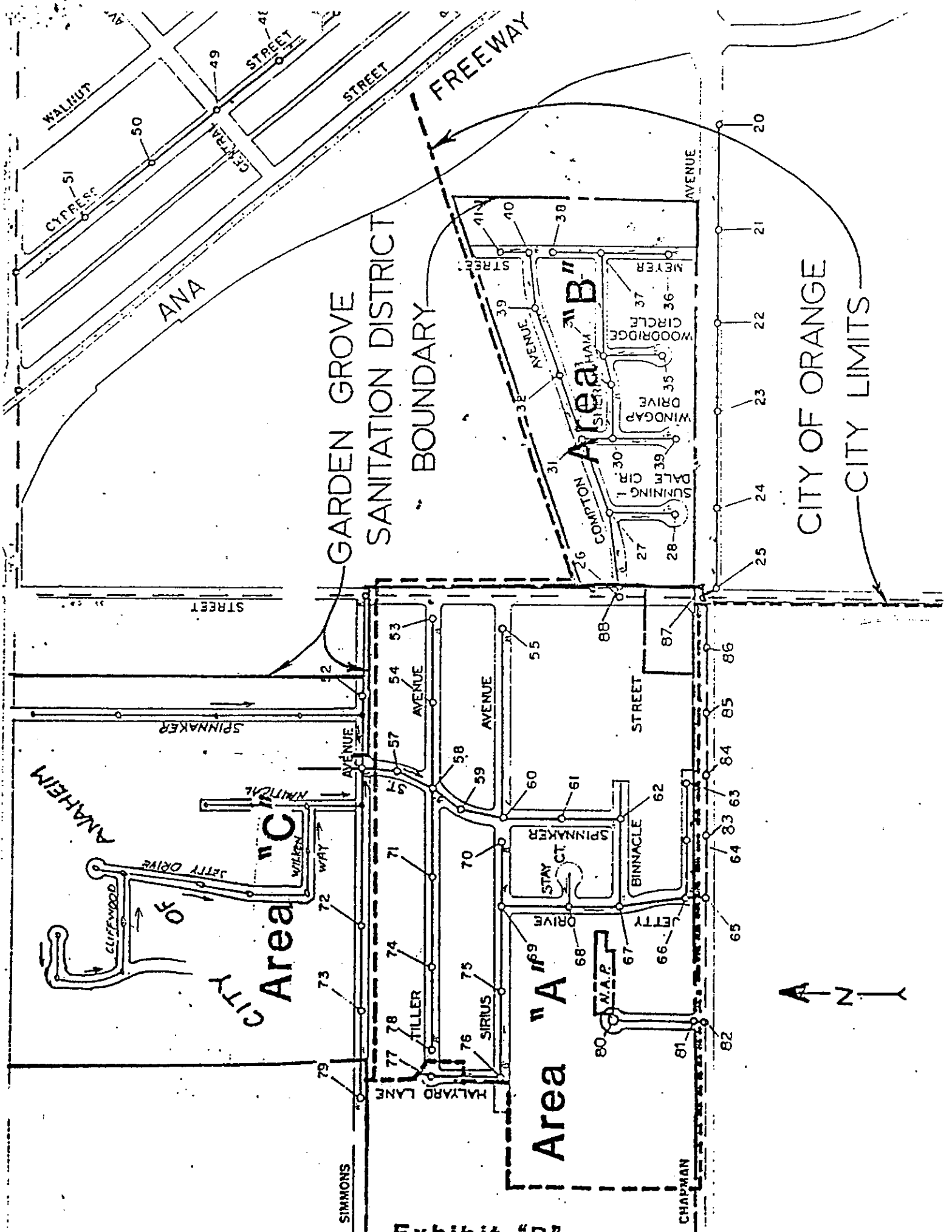
4 ABSENT: SUPERVISORS NONE

5 STATE OF CALIFORNIA)
6) ss.
7 COUNTY OF ORANGE)

7 I, LINDA D. ROBERTS, Clerk of the Board of Supervisors of Orange
8 County, California, hereby certify that the above and foregoing Reso-
9 lution was duly and regularly adopted by the said Board at a regular
10 meeting thereof held on the 18th day of December, 1984,
11 and passed by a unanimous vote of said Board.

12 IN WITNESS WHEREOF, I have hereunto set my hand and seal this
13 18th day of December, 1984.

14 
15 _____
16 LINDA D. ROBERTS
17 Clerk of the Board of Supervisors
18 of Orange County, California
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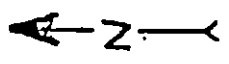
GARDEN GROVE
SANITATION DISTRICT
BOUNDARY

CITY OF ORANGE
CITY LIMITS

CITY
Area "C"

Area "A"

Area "B"



Appendix C-6

City of Stanton Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE GARDEN GROVE SANITARY DISTRICT APPROVING
AGREEMENT WITH THE CITY OF STANTON FOR JOINT
USE OF SEWERAGE FACILITIES.

Upon motion duly made, seconded and carried by the roll call vote shown below, the Board of Directors of the Garden Grove Sanitary District does hereby resolve as follows:

WHEREAS, the Garden Grove Sanitary District, hereinafter referred to as District, and the City of Stanton, hereinafter referred to as City, desire to enter agreement for joint use of sewer lines and appurtenances; and

WHEREAS, Orange County District Reorganization No. 88 detached approximately 2,240 acres from the District; and

WHEREAS, said Reorganization provides for District to retain capacity rights in certain District sewerage facilities to be transferred to City which will be needed by District to transport wastewater from remaining areas of District to the Orange County Sanitation District facilities; and

WHEREAS, sewers transferred to City will remain connected to sewers retained by District, and City will need capacity rights in these sewers to transport wastewater from the detached areas within City to downstream portions of the same sewer transferred to City; and

WHEREAS, because capacity rights in certain sewerage facilities will be shared by District and City, it is in the best interests of District and City to enter into agreement to provide for the cost sharing of maintenance of sewers in which District and City will share capacity rights and to provide for funding of the construction of future sewers within City or District that may be necessary to provide sufficient capacity to transport the combined ultimate wastewater flows from portion of District and City to the Orange County Sanitation District facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA:

1. That District Board does approve contract with the City of Stanton. Said contract is marked Exhibit "A" and is attached hereto and by this reference made a part hereof.
2. The President and Secretary of the Board of Directors of the District be authorized and directed to execute said contract.

VOTE POLLED:

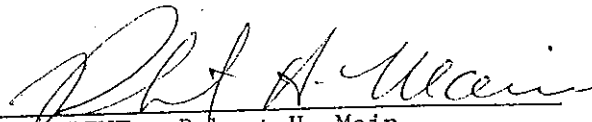
BOARD MEMBERS: Barker, Culver, Main,
Singer, Zlaket


AYES Barker, Culver, Main, Singer

NOES None

ABSENT Zlaket


ADOPTED AND SIGNED this 16th day of January, 1991.


PRESIDENT - Robert H. Main


SECRETARY - Sheldon S. Singer

ATTEST:

I HEREBY CERTIFY that the above and foregoing Resolution was passed and adopted by the Sanitary Board of the Garden Grove Sanitary District of Orange County, California, on the 16th day of January, 1991.


Secretary of Garden Grove Sanitary
District of Orange County, California

AGREEMENT

FOR

JOINT USE OF SEWERAGE FACILITIES

This agreement, made and entered into this _____ day of _____, 19____, between the City of Stanton, a municipal corporation, hereinafter referred to as "CITY", and the Garden Grove Sanitary District of Orange County, California, a sanitary district organized under the Sanitary District Act of 1923, hereinafter referred to as "DISTRICT".

W I T N E S S E T H

WHEREAS, Orange County District Reorganization No. 88 detached approximately 2,240 acres from the DISTRICT and the Stanton County Water District located within CITY; and

WHEREAS, Reorganization No. 88 will transfer to CITY the fixed assets of the detached portion of DISTRICT that are within CITY; and

WHEREAS, said Reorganization provides for DISTRICT to retain capacity rights in certain DISTRICT sewerage facilities to be transferred to CITY which will be needed by DISTRICT to transport wastewater from remaining areas of DISTRICT to the Orange County Sanitation District facilities; and

WHEREAS, sewers transferred to CITY will remain connected to sewers retained by DISTRICT, and CITY will need capacity rights in these sewers to transport wastewater from the detached area within CITY to downstream portions of the same sewer transferred to CITY; and

WHEREAS, certain shared sewers within CITY or DISTRICT will not have adequate capacity for the wastewater from the planned ultimate development of the areas within DISTRICT and CITY tributary to said certain facilities; and

WHEREAS, because capacity rights in certain sewerage facilities will be shared by DISTRICT and CITY, it is in the best interests of district and CITY to enter into an agreement to provide for the cost sharing of maintenance of sewers in which DISTRICT and City will share capacity rights and to provide for funding of the construction of future sewers within CITY or DISTRICT that may be necessary to provide sufficient capacity to transport the combined ultimate wastewater flows from portions of DISTRICT and CITY to the Orange County Sanitation District facilities; and

NOW, THEREFORE, in consideration of the findings herein provided, the parties agree:

1. Shared Sewers

(a) CITY hereby grants to DISTRICT and DISTRICT hereby grants to CITY capacity rights so long as capacity is available in the shared sewers. DISTRICT and CITY agree to use said shared sewers only to transport wastewater from those portions of DISTRICT or CITY within the tributary areas. The shared sewers, or portions thereof, shall be deemed to be at capacity when the measured peak flow has a depth equal to 67% of the sewer diameter.

When either party determines by field measurements that a portion of a shared sewer is flowing at capacity, as defined herein, they shall immediately notify the other party in writing, setting forth the limits, the measured flow, and the depth of the peak flow.

Upon determination and notification that a sewer is at capacity, both parties shall immediately cease issuance of any additional sewer connection permits to any tributary sewer. The cessation of issuance of sewer connection permits shall continue in force until additional sewer capacity has been constructed as provided for herein.

(b) CITY and DISTRICT agree to maintain their respective portions of the shared sewers in the same manner and at the same frequency as all other sewers maintained by CITY or DISTRICT.

(c) Replacement or repair of shared sewers

Both parties agree that the shared sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sewers may need to be replaced. When either party determines that a portion of shared sewer within its jurisdiction is in need of major replacement, it shall immediately notify the other party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health problem it shall be scheduled so that both parties can arrange for financing in the next following fiscal year. Work required to abate a public health problem shall be commenced immediately.

The cost of repair or replacement of each shared line shall be apportioned to each party in accordance with the ultimate build out as permitted under the General Plan for acreage within the shared tributary area using established flow coefficients as determined by the County Sanitation Districts of Orange County as shown on Exhibit "A" attached hereto. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair or replacement work, the initiating party shall bill the other party for their apportioned share. The other party shall promptly deposit the billed amount. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund for the difference between the actual apportioned cost and the deposit.

Any repair or replacement costing less than \$5,000.00 may be done by force account. Repairs or replacements costing in excess of \$5,000.00

shall be subject to a public bidding process.

If, within 30 days after notification, the notified party disagrees with the necessity or estimated cost of apportionment of the cost of the repair or replacement, they shall so notify the other party in writing. If the parties are unable to agree upon the need or cost of the repair or replacement, the matter may be submitted to arbitration as set forth in Section 4.

2. Future Sewers

It is anticipated that, as the tributary area to the shared sewers continues to develop, there will not be adequate capacity, as defined in Section 1, in some of the shared sewers. Parallel sewers and relief connections to Orange County Sanitation District facilities will be required in the future to provide capacity for ultimate planned development.

On or before October 1st of each year, each party shall determine whether the shared sewers within their jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. If it appears that adequate capacity will not be available, then the parties shall meet and determine within 60 days the size and estimated cost of a parallel relief sewer that, together with the existing sewer will provide adequate capacity for ultimate planned development within the tributary area. Each party shall provide the estimated ultimate flows for their portion of the tributary area using ultimate land use plans and established flow coefficients as determined by the County Sanitation Districts of Orange County formulas.

The cost of the new parallel sewer, including engineering, administration and construction shall be apportioned between the parties equal to the ratio that each party's estimated ultimate peak flows bears to the combined ultimate peak flow.

The construction of the new line shall be scheduled to start after the next July 1st in order to permit both parties to budget the required funds.

Prior to commencing construction, the party within whose jurisdiction the new sewer will be located shall bill the other party for their apportioned share of the total cost. The other party shall promptly deposit the billed amount. Upon completion of the work, and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill or a refund for the difference between the actual apportioned cost and the deposit.

If one of the parties does not finance their apportioned share of the new parallel sewer, or relief connection, or for any other reason declines to participate, then the remaining party at their option may proceed to construct and finance a parallel sewer with capacity only for the tributary area within their jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sewer facilities with capacity for added flows from their tributary area or diverts the added flow to non-shared sewers.

3. Arbitration

If the parties are unable to agree on the necessity, cost, or apportionment of repair or replacement of shared sewers, the matter may be submitted to arbitration before a 3-man arbitration board in the following manner:

Either party may, within 60 days after the date of the notification of the need for a repair or replacement, appoint one member of said arbitration board. The third member shall be appointed by the first two members. All members of said board shall be registered Civil Engineers in the State of California.

4. Notice

Any notice hereunder shall conclusively be deemed to have been given upon the date it is enclosed in a sealed envelope addressed to the party to whom intended at the following address:

if to the CITY:

City of Stanton

Attention _____

if to the DISTRICT:

Garden Grove Sanitary District

Attention: President, Board of Directors

5. Termination

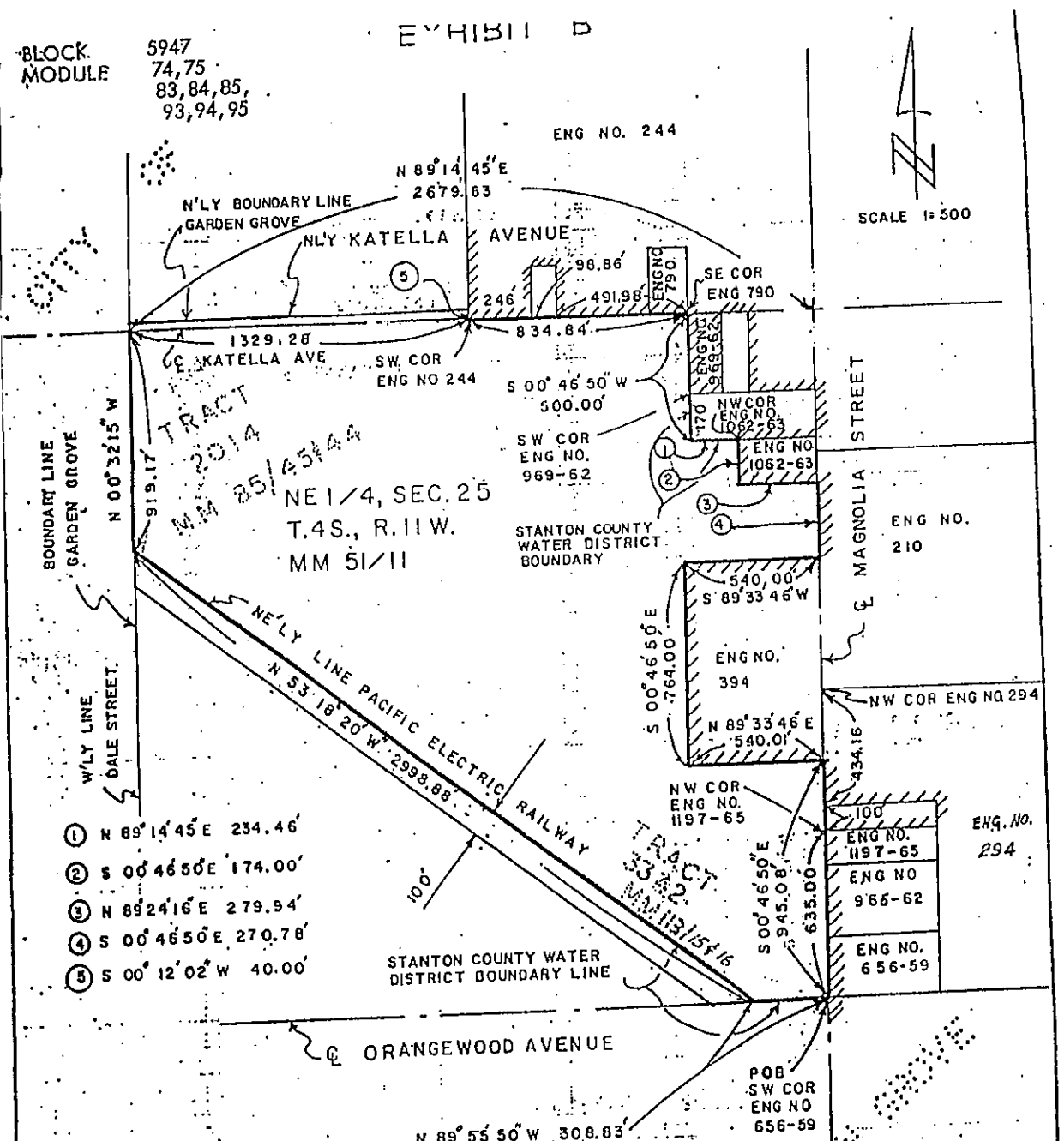
The term of this agreement shall commence upon approval and execution of this document by both parties, and shall continue for so long as is necessary to carry out the purposes of this agreement.

This agreement may be terminated or amended at any time by the consent of both parties.

BLOCK
MODULE

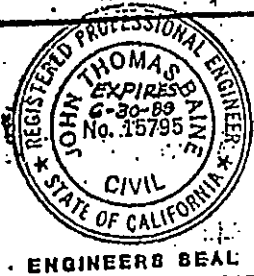
5947
74, 75
83, 84, 85,
93, 94, 95

EXHIBIT D



- ① N 89°14'45" E 234.46'
- ② S 00°46'50" E 174.00'
- ③ N 89°24'16" E 279.94'
- ④ S 00°46'50" E 270.78'
- ⑤ S 00°12'02" W 40.00'

NOTE: ALL ANNEXATION REFERENCES
ARE TO THE GARDEN GROVE
SANITARY DISTRICT



John Thomas Baine
JOHN THOMAS BAINE
R.C.E. 15795

This proposal does meet the approval of the Orange County Surveyor's Office
C.R. Nelson, County Surveyor
By *[Signature]*
Deputy County Surveyor
Date *AUG 13, 1987*

LEGEND
EXISTING BOUNDARY
ANNEXATION BOUNDARY

PREPARED BY:
BERRYMAN & STEPHENSON INC.
CONSULTANTS TO GOVERNMENT AGENCIES
1448 EAST SEVENTEENTH STREET
SANTA ANA, CALIFORNIA 92701
(714) 266-1947

REORGANIZATION NO 101
GARDEN GROVE SANITARY DISTRICT
(Detachment of territory from Stanton County Water District and
Annexation of same to the Garden Grove Sanitary District)

Appendix C-7

City of Midway Agreement

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DURATION: This Agreement shall be effective when executed by both parties, and the obligations of the parties hereunder shall commence upon the effective date of the reorganization, which is the date of recordation of the Certificate of Completion pursuant to Term 19 of the LAFCO Terms and Conditions. This Agreement shall continue as long as the parties continue to share sewer facilities or until superseded by mutual written agreement of the parties.

2. SHARED SANITARY SEWERS

a. CAPACITY RIGHTS GGSD hereby grants to MCSD, and MCSD grants to GGSD capacity rights so long as capacity is available in the shared sanitary sewers, the locations of which are shown in attached Exhibit A, and which are described in attached Exhibit B. MCSD and GGSD agree to use said shared sanitary sewers to transport wastewater only from those areas specified on Exhibit "A" as tributary to the designated facilities. The diversion, release, or transmission of wastewater from any other area into the shared sanitary sewer facilities by either party, without express written consent of the other party, shall be deemed to be a breach of this Agreement, and the party causing the unauthorized diversion, release, or transmission shall be subject to all remedies as provided in Section 8 hereof. The shared sanitary sewers or portions thereof shall be deemed to be at capacity for the purposes of this Agreement when the measured peak flow has a depth equal to 75% of the sanitary sewer diameter.

When either party determines by field measurements that a portion of the shared sanitary sewer is flowing at capacity, as defined herein, such party shall immediately notify the other party in writing, setting forth the capacity limits, the measured flow, and the depth of peak flow for the sanitary sewer in question.

b. MAINTENANCE GGSD and MCSD agree to maintain the portions of the shared sanitary sewers as shown on Exhibit A which lie in their jurisdiction in good condition and in at least the same manner and at the same frequency as all other comparable sanitary sewers maintained by GGSD and MCSD. Costs for routine maintenance shall be apportioned as set forth in Exhibit B. For purposes of this agreement, routine maintenance shall include anything that is within the normal scope of duties of the responsible party's employees or contractors. Any repair in excess of the normal scope of such duties shall be undertaken pursuant to paragraph 2.c.

c. REPLACEMENT OR REPAIR OF SHARED SANITARY SEWERS Both parties acknowledge and agree that the shared sanitary sewers have a finite life, and that eventually, due to damage or deterioration, all or portions of the shared sanitary sewers may need to be replaced. When either party determines that a portion of a shared sanitary sewer within its jurisdiction is in need of major repair or replacement, it shall immediately notify the other party in writing, setting forth a description and proposed schedule of repair or replacement, and the estimated cost thereof. Unless the work is required to abate a public health hazard, it shall be scheduled so that both parties can arrange for financing. Work required to abate a public health hazard shall be commenced immediately. In the event that the non-initiating party disagrees with the necessity, projected cost, or cost apportionment of a repair or replacement, the parties agree to meet and confer to resolve the disagreement prior to scheduling construction.

The cost of repair or replacement of each shared line, and the cost of cleanup of any sewage spill on a shared line, shall be apportioned to each party as set forth in Exhibit B. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair and replacement work, the initiating party shall bill the other party for such party's apportioned share. In the case of a normal repair or replacement, this bill shall be sent between sixty (60) and ninety (90) days prior to the scheduled commencement of the construction on the project. In the case of a repair to abate a public health hazard, the bill shall be sent after the repair is completed. The other party shall promptly deposit the billed amount with the initiating party. The initiating party must keep these funds in a segregated fund, and use them only for the project for which they were deposited. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund, for the difference between the actual apportioned cost and the deposit.

Any repair or replacement costing less than \$5,000 (five thousand dollars) may be done by force account. All other repairs or replacements shall be subject to a public bidding process.

If the party receiving notice of a necessary repair as provided in this section fails to deposit the specified amount with the party giving notice within sixty (60) days after the mailing of said notice, the party giving notice may proceed with the work and recover from the delinquent party that party's proportionate share of all necessary and appropriate costs as determined after completion of repairs, plus actual damages including interest at the rate available on funds deposited in the Local Agency Investment Fund of the State of California ("LAIF" rate) all reasonable attorneys' fees, court costs, and other reasonable costs incurred in collecting said amount from the delinquent party.

3. FUTURE SANITARY SEWERS It is anticipated that future development in the tributary area may lead to a situation in which there is not adequate capacity, as defined in Section 1, in the shared sanitary sewers.

On or before October 1 of each year, each party shall determine whether the shared sanitary sewers within its jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. If it appears that adequate capacity will not be available then the parties shall meet and determine within 60 days the size and estimated cost of a parallel relief sanitary sewer that, together with the existing sanitary sewer, will provide adequate capacity for ultimate planned development within the tributary area. Each party shall provide the estimated flows for their portions of tributary area.

The cost of the new parallel sanitary sewer, including engineering, administration and construction shall be apportioned between the parties equal to the ratio that each party's estimated ultimate peak flows bear to the combined ultimate peak flow.

The construction of the new line shall be scheduled by the mutual agreement of the parties, taking into account budgetary considerations, but in no event shall it be undertaken sooner than the next July 1.

Prior to commencing construction, the party within whose jurisdiction the new sanitary sewer will be located shall bill the other party for its apportioned share of the total cost. The other party shall promptly deposit the billed amount with the initiating party. The initiating party must keep these funds in a segregated fund, and use them only for the project for which they were deposited. Upon completion of the work and the payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund, for the difference between the actual apportioned cost and the deposit.

If one of the parties does not fund its apportioned share of the new parallel sanitary sewer, or relief connection, or for any other reason declines to participate, then the remaining party may, at its option, proceed to construct and finance a parallel sanitary sewer with capacity only for the tributary area within its jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sanitary sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sanitary sewer facilities with capacity for added flows from its tributary area, or diverts the added flow to non-shared sanitary sewers.

4. BROOKHURST STREET LINE

a. Line Improvements. Notwithstanding any other provision of this Agreement, GGSD shall, at its sole cost and expense, plan, design, and construct improvements to the existing ten-inch (10") sanitary sewer line in Brookhurst Street between Hazard Avenue and Bolsa Avenue, which are adequate to meet all foreseeable future needs of the area tributary to said sanitary sewer line shown on Exhibit "A". The timing of the improvements and the nature of the improvements shall be determined in GGSD's sole discretion, provided that the improvements shall be completed and in use no later than five (5) years from the effective date of reorganization as provided by Term No. 4 of the LAFCO Terms and Conditions. GGSD will deposit those reserve funds transferred from MCSD to GGSD, pursuant to Term No. 20 of the LAFCO Terms and Conditions, into an escrow account to be used to fund all or a portion of these improvements. Upon completion of the improvements, the improved facilities shall be owned and controlled by GGSD, subject to the shared capacity provided herein. The subject sanitary sewer line is shown on Exhibit "C" attached hereto.

b. Line Maintenance. Prior to completion of the improvements described in Section 4 a., GGSD shall bear all costs and expenses for maintenance and repair of, and for cleanup of sewage spills occurring on, the 10" sanitary sewer line in Brookhurst Street and related facilities. In addition, so long as GGSD is diverting wastewater from its Hazard Street sanitary sewer line into MCSD's facilities in Bowling Green Street and Fowler Circle, GGSD shall bear all maintenance and repair costs for, and the cost of cleanup of sewage spills occurring on, those sewer lines and related facilities. Upon completion of the improvements described in Section 4 a., GGSD shall discontinue all wastewater diversions into the Bowling Green/Fowler Circle facilities and disconnect its facilities therefrom.

c. Permits. MCSD agrees to cooperate with GGSD in securing any necessary permits, entitlements, or other authorizations that may be required by the City of Westminster for construction of the improvements provided for in this Section.

5. WESTMINSTER/NEWLAND AREA SHARED SANITARY SEWERS

a. LINE CAPACITY. At such time as MCSD has measurements showing that the measured peak daily flow in the shared sanitary sewers serving the Westminster Avenue/Newland Street area has a depth equal to 75% of the sanitary sewer diameter, MCSD, subject to approval of GGSD with regards to consultant selection and project scope, shall undertake an engineering study to examine the causes and possible remedies for the capacity problems of these shared sanitary sewers. GGSD shall reimburse MCSD for a share of the cost

which is proportional to GGSD's actual contribution to the flow in the sanitary sewers studied. After completion of the study, the parties shall meet and confer to agree on an approach to be used to resolve the capacity problems prior to scheduling construction of the project.

b. FUNDING GGSD and MCSD mutually agree to set aside funds in restricted accounts for their respective portions of any project agreed upon as a result of a study conducted pursuant to Section 5(a) within two years of the agreement between the parties on such a project.

c. CONSTRUCTION The cost of repair or replacement of each shared line shall be apportioned on the basis of the flow attributable to the tributary sanitary sewers within the jurisdiction of each agency. The total cost shall include engineering, administration and construction expenses. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with a bill for the actual apportioned cost.

GGSD shall reimburse MCSD for GGSD's share of all costs and expenses incurred in connection with the repair or replacement of the shared lines no later than thirty (30) days after receipt of the report and bill. If GGSD fails to reimburse MCSD within thirty (30) days, then MCSD shall be entitled to recover from GGSD, in addition to GGSD's share of costs, actual damages including interest at the LAIF rate, plus all attorneys' fees, court costs, and other expenses incurred in collecting said amount.

d. MAINTENANCE, REPLACEMENT AND REPAIR The shared sanitary sewers serving the Westminster/Newland area shall be subject to the maintenance, replacement and repair terms stated in Section 2 of this agreement.

6. KNOTT STREET/GARDEN GROVE BOULEVARD AREA MCSD and GGSD mutually agree that MCSD shall provide sanitary sewer services to those areas of GGSD lying North of Garden Grove Boulevard, South of State Highway 22, and West of Knott Street. GGSD agrees to pay to MCSD an amount equal to the then current MCSD annual sanitary sewer assessment for each parcel served under this section. The sanitary sewers in this area shall be subject to the same cost-sharing provisions regarding maintenance, repair and replacement as the shared sanitary sewers discussed in Section 2.

7. NOTICES Any notices hereunder shall conclusively be deemed to have been given upon the date it is enclosed in a sealed envelope addressed to the party to whom it is intended, and deposited in the United States Mail with adequate postage, delivered to the office of intended party, or sent through other commercially reasonable means, such as overnight delivery by a reputable

courier company.

The addresses of the respective parties for all notices shall be:

For GGSD:

City Engineer
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

For MCSD:

General Manager
Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683

8. REMEDIES In addition to any other remedies provided elsewhere in this Agreement and by law, the parties shall be entitled to specific performance. The parties acknowledge that monetary damages are not an adequate remedy in the event of a breach by either party to this Agreement with respect to the obligations to construct or repair facilities and to discontinue wastewater flows. The parties agree that said construction, repair or discontinuance obligations shall be specially enforceable by any court of competent jurisdiction.

9. AMENDMENT. This Agreement may be amended from time-to-time by the written agreement of both parties.

10. LAFCO TERMS AND CONDITIONS. This Agreement is intended to, and shall be construed to be consistent with and implement the Terms and Conditions imposed by LAFCO on Garden Grove Reorganization No. 141, a copy of which is attached hereto as Exhibit "E" and incorporated by reference. The terms of this Agreement shall be subject to the LAFCO Terms and Conditions as they exist on the date hereof and to any future amendments and modifications thereto. This agreement constitutes the entire agreement between the parties relative to joint use sanitary sewers and shall supersede all prior agreements.

11. ATTORNEY'S FEES. In the event that litigation becomes necessary for the resolution of any dispute arising under the terms of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees from the other party.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

GARDEN GROVE SANITARY DISTRICT

ATTEST:

[Signature]
City Clerk

By:

[Signature]
President

APPROVED AS TO FORM:

[Signature]
Special Counsel

MIDWAY CITY SANITARY DISTRICT

ATTEST:

[Signature]
Secretary

[Signature]
President

APPROVED AS TO FORM:

[Signature]
Special Counsel

EXHIBIT A

TRIBUTARY AREAS INTO
SHARED SANITARY SEWER FACILITIES

AREA 4E

PAGE 1 OF 3

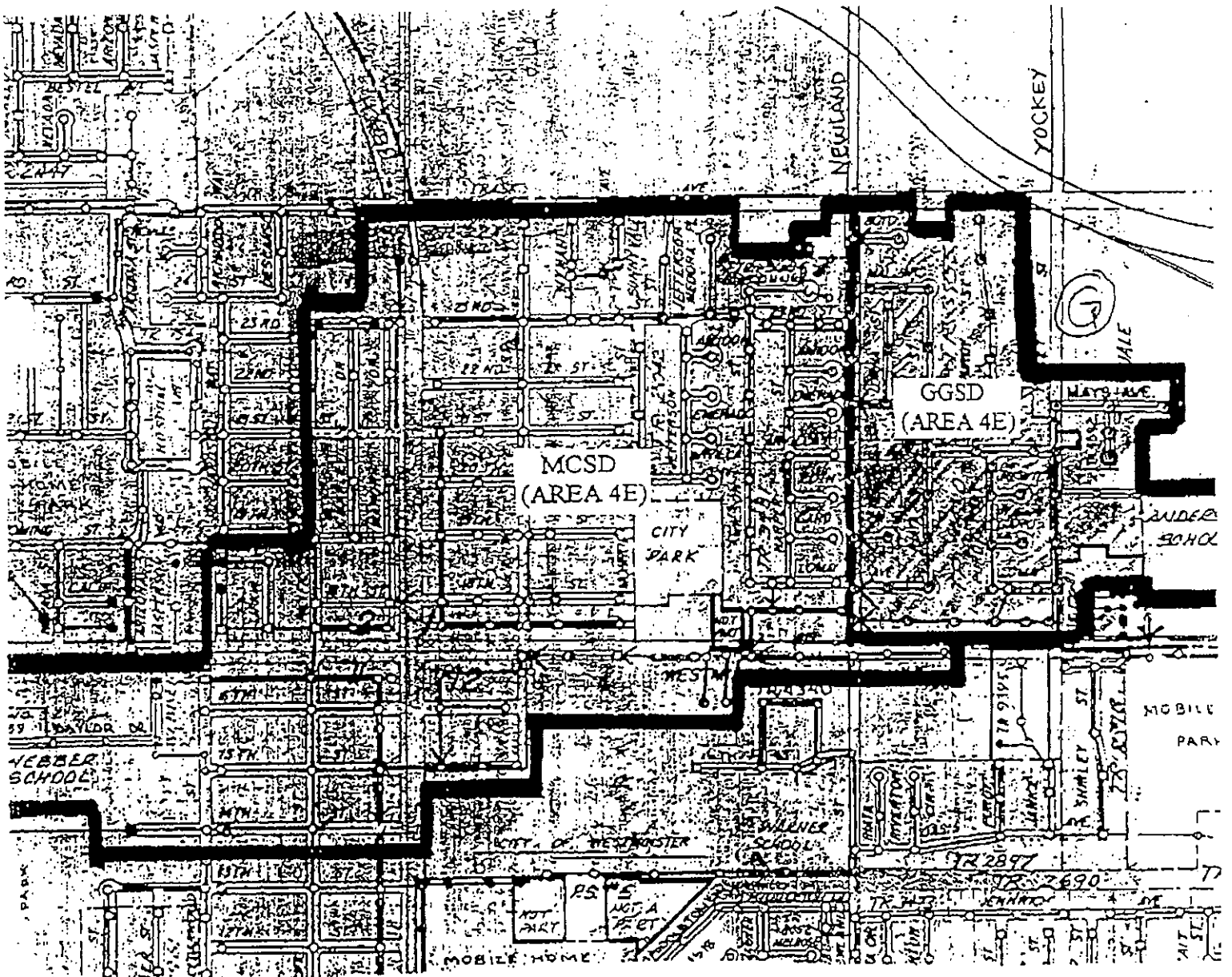
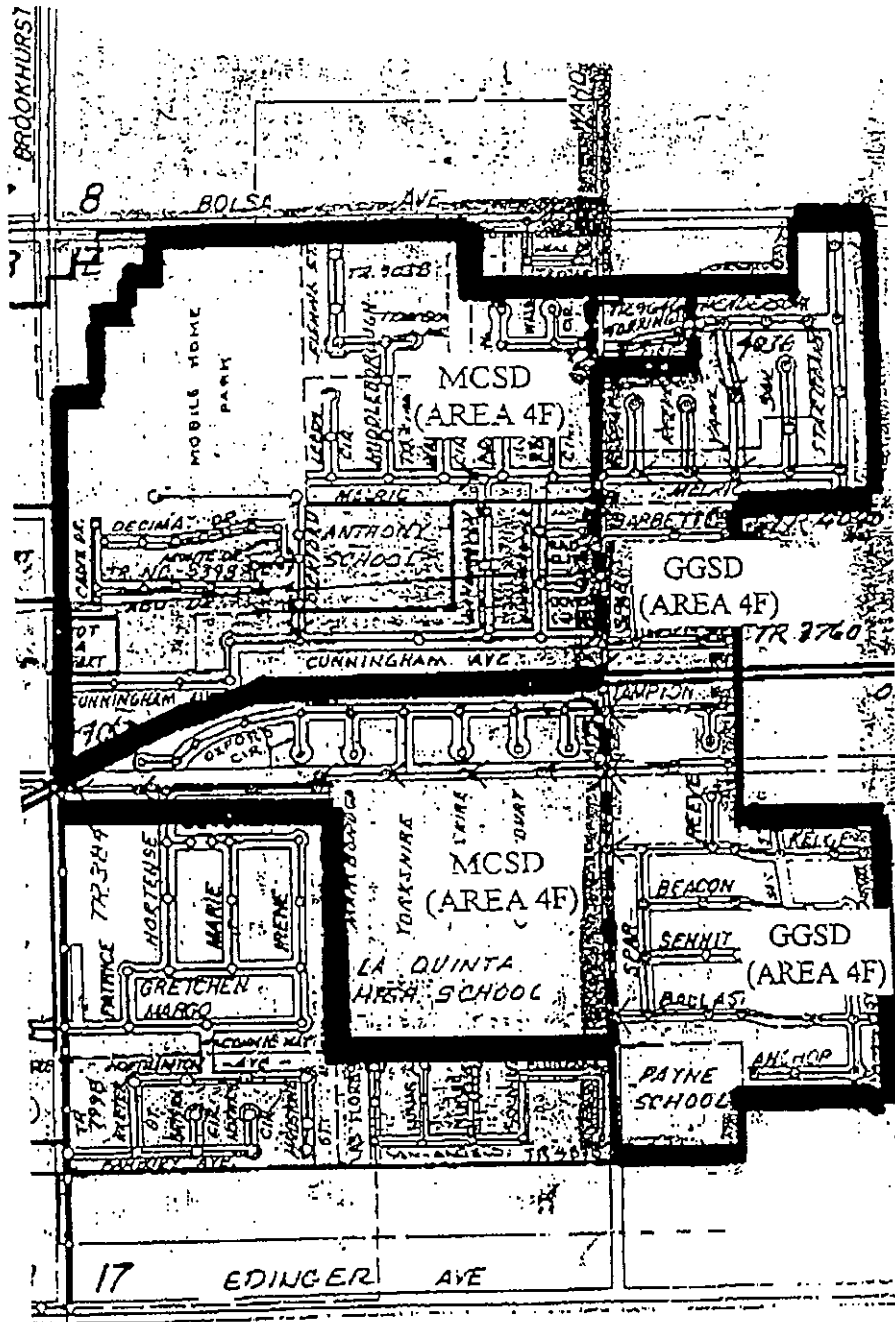


EXHIBIT A

TRIBUTARY AREAS INTO SHARED SANITARY SEWER FACILITIES

AREA 4F

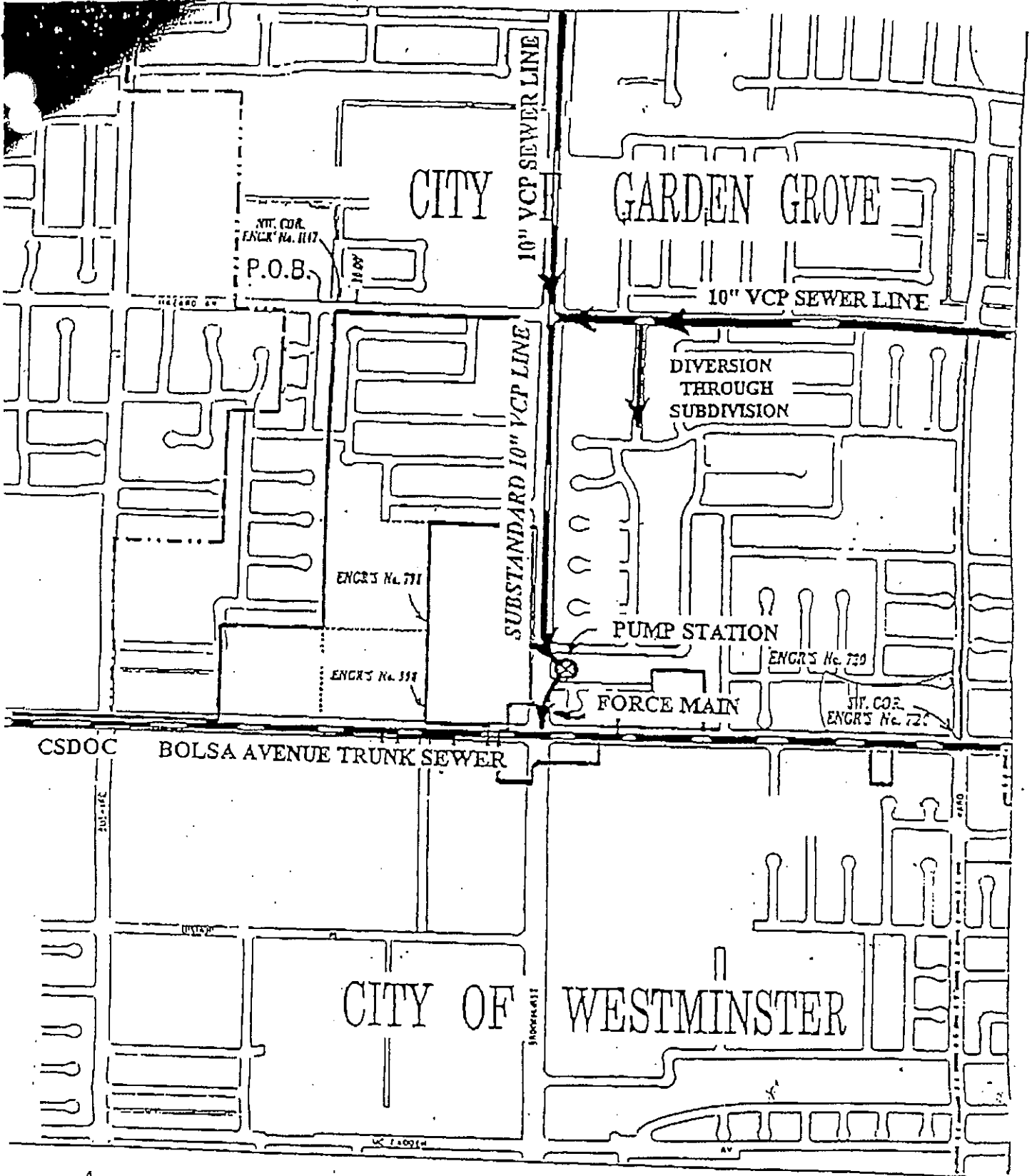
PAGE 2 OF 3



<u>LOCATION</u>	<u>MAINTENANCE SHARE</u>		<u>GGSD LENGTH, FT</u>
	<u>MCS</u>	<u>GGSD</u>	
<u>1) SEWERLINE TO HOOVER TRUNK SEWER (SEE EXHIBIT A, PARCEL 4E)</u>			
WESTMINSTER AV/ NEWLAND - BEACH BL. (JACKSON TO 15TH)	45%	55%	2,600
15TH ST/ E/O BEACH- PACIFIC AND S/O PACIFIC	70	30	1,300
14TH ST/ PACIFIC - HOOVER	80	20	2,000
<u>2) SEWERLINE TO BROOKHURST ST. TRUNK SEWER (SEE EX. A. PARCEL 4F)</u>			
YAWL/ HENDERSON - MELRIC	20%	80%	600
MELRIC/ YAWL - WARD	15	85	650
WARD/ MELRIC - DAVIT (CUNNINGHAM)	10	90	600
WARD/ DAVIT - TAMPION (NOTTINGHAM)	80	20	500
McFADDEN/ WARD - YORKSHIRE	60	40	800
McFADDEN/ YORKSHIRE - BROOKHURST	75	25	1,800
<u>3) SEWERLINE TO BOLSA AV. TRUNK SEWER (SEE EX. A, PARCEL 5C)</u>			
BROOKHURST/ NEWCASTLE - PREMIER	5%	95%	800
BROOKHURST/ PREMIER - BOLSA	30	70	500

EXHIBIT B - CONTINUED

<u>LOCATION</u>	<u>MAINTENANCE SHARE</u>		
	<u>MCS</u>	<u>GGSD</u>	<u>LENGTH. FT</u>
<u>4) SEWERLINE TO BOLSA AV. TRUNK SEWER (SEE EX. A, PARCEL 5C)</u>			
SHEFFIELD/ HAZARD - ASHFORD	20	80	400
ASHFORD/ WAKEFIELD - SHEFFIELD	45	55	700
WAKEFIELD/ ASHFORD - SABRE	80	20	400
SABRE/ DONEGAL - WAKEFIELD	45	55	600
DONEGAL/ SABRE - MADISON	60	40	500
DONEGAL/ MADISON - LEXINGTON	45	55	500
LEXINGTON (GGSD LIMITS)	50	50	600
ALLEY/ SO. OF LEXINGTON - BOLSA TRUNK SEWER	60	40	600
<u>5) SEWERLINE TO MAGNOLIA ST. TRUNK SEWER (SEE EX. A, PARCEL 5A)</u>			
BUSHARD/ N/O SUTHERLAND - OASIS	40%	60%	900
OASIS / MAGNOLIA - BUSHARD	85	15	2,700



PARCEL 5C

LEGEND

REORGANIZATION BOUNDARY

BROOKHURST STREET SEWER LINE
EXHIBIT "C"



1000'

SCALE

EXHIBIT D

**RECOMMENDED
TERMS AND CONDITIONS**

1. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall submit a plan to LAFCO for the establishment of a Sanitary District Advisory Commission. The five member commission shall advise the Board of Directors of the District concerning administrative, legal, operational, maintenance, and financial matters. The Board of Directors of the Garden Grove Sanitary District (GGSD), seated at the time the certificate of completion for this reorganization is issued, shall be offered the opportunity to become members of the new advisory commission. Their appointment shall run until their existing GGSD terms expire. The advisory commission shall include one resident of the unincorporated area and one member appointed by the Second District County Supervisor. In addition to these two appointments, one alternate for each position shall also be appointed [G.C. 56844(k)(v)].
2. The GGSD, as a subsidiary district of the City of Garden Grove, shall assume a proportionate share of the bonded indebtedness associated with the acquisition of capital equipment of the Midway City Sanitary District (MCSD) which is to be rendered surplus to MCSD by this reorganization. The City of Garden Grove's newly created subsidiary district will take, in kind, the surplus equipment. The City of Garden Grove and Midway City Sanitary District shall file an agreement with LAFCO, which describes the disposition of the surplus equipment and certificate of participation funding. Notice that the agreement for equipment funding has been reviewed by the bond counsel shall be submitted to LAFCO by the City of Garden Grove, acting as successor agency [G.C. 56844(c)].
3. The GGSD, as a subsidiary district of the City of Garden Grove, shall accept all system facilities transferred from MCSD in an "as is" condition, without any payment or repair obligation from MCSD [G.C. 56844(h)].
4. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute an agreement with the Midway City Sanitary District, to upgrade the GGSD sewer line in Brookhurst Street between Hazard Avenue and the pump station to the trunk line in Bolsa Avenue, at their sole cost and discretion. The agreement shall provide that the upgrading be completed no later than 5 years from the effective date of this reorganization or as mutually agreed by the two parties. Any maintenance and repair incurred before replacement of these facilities shall be at the City of Garden Grove's Subsidiary District's expense. The upgraded facilities shall remain the property of the City of Garden Grove's Subsidiary District. Upon replacement of these facilities, operation and maintenance expenses will be shared per the agreement of the two districts [G.C. 56844(h)].
5. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute a maintenance, operation and capacity rights agreement with the Midway City Sanitary District for the use of the sewer lines serving

Terms & Conditions
 Garden Grove Reorganization No. 141
 August 26, 1996

- parcel 4E and for correction of capacity problems in those lines within 5 years or as mutually agreed upon by both agencies. Both agencies shall also include in the agreement a provision that the costs of construction shall be based upon the proportionate amount of sewage being generated by each respective agency. Garden Grove's Subsidiary District agrees to set aside funding each year in a restricted account for its share of the costs. If construction of a sanitary diversion line to the Orange County Sanitation District trunk line in Magnolia Street is less expensive than other alternative, then both parties may mutually agree to select this alternative at the time the decision is made to construct the relief line [G.C. 56844(h)].
6. The GGSD, as a subsidiary district of the City of Garden Grove, shall assume all joint use flow agreements and maintenance agreements [G.C. 56844(j)(r)].
 7. Agreement shall be reached between MCSD and the City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, to continue sewer service to Parcels 4C and 4D within the City of Garden Grove [G.C. 56844(r)(v)].
 8. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute amendments of existing agreements with the respective contract solid waste franchisees serving the areas to be reorganized, and shall be completed to address those changes in service areas [G.C. 56844(r)(v)].
 9. An agreement shall be reached between the City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, and the Midway City Sanitary District which provides that the City's subsidiary district shall be responsible for costs incurred by MCSD for public information efforts taken by MCSD to advise the affected residents of the changes in billing process, the cost of trash collection, and other service changes. Such costs shall not exceed \$5,000. As an alternative, Garden Grove may, in lieu of payment, provide notice in a form which is acceptable to MCSD [G.C. 56844(v)].
 10. The City Council shall file a notice with LAPCO that the reorganization shall not adversely affect or impair the status of any employee of the District or City. As of the effective date of this reorganization, all employees of the Garden Grove Sanitary District shall become City employees. Current rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, employee rights, seniority rights, insurance, retirement benefits, and all other benefits and programs now provided them shall continue at a level not less than that currently enjoyed [G.C. 56844(i)].
 11. All lands, buildings, real and personal property, and appurtenances held by the Midway City Sanitary District and within the City of Garden Grove served by the Midway City Sanitary District, as of the effective date of this reorganization, shall be transferred to the subsidiary district [G.C. 56844(h)].

Terms & Conditions
 Garden Grove Reorganization No. 141
 August 26, 1996

12. All lands, buildings, real and personal property, and appurtenances held by the Garden Grove Sanitary District and within the City of Westminster served by the Garden Grove Sanitary District, as of the effective date of this reorganization, shall be transferred to the Midway City Sanitary District [G.C. 56844(h)].
13. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, is authorized but not required to continue to impose and collect all charges, fees, assessments and/or taxes previously authorized and imposed by the Midway City Sanitary District in the territory which is to be detached from Midway City Sanitary District annexed to the Garden Grove Subsidiary District. Nothing in this provision shall be deemed to limit the discretion of the Board of Directors of the Garden Grove Subsidiary District to establish and levy charges, fees, assessments and/or taxes as it determines to be necessary and appropriate [G.C. 56844(t)].
14. The Midway City Sanitary District is authorized but not required to continue to impose and collect all charges, fees, assessments and/or taxes previously authorized and imposed by the Garden Grove Sanitary District in the territory which is to be detached from the Garden Grove Sanitary District and annexed to the Midway City Sanitary. Nothing in this provision shall be deemed to limit the discretion of the Board of Directors of the Midway City Sanitary District to establish and levy charges, fees, assessments and/or taxes as it determines to be necessary and appropriate [G.C. 56844(t)].
15. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, and Midway City Sanitary District shall provide evidence to LAFCO that all sewer flow agreements affected by this reorganization have been modified to consider the reorganized boundaries, as appropriate [G.C. 56844(j)(x)].
16. The City of Garden Grove shall assist the two surplus MCSD automated trash collection truck operators to obtain employment with the subsidiary district's private trash hauler [G.C. 56844(t)(v)].
17. Areas being annexed to the City of Garden Grove shall be subject to the City of Garden Grove's Paramedio Property Tax Override and shall become part of the Garden Grove Landscaping and Lighting Assessment District [G.C. 56844(t)].
18. The formation of Improvement District No. 1 within the Garden Grove Sanitary District is to include all territory annexing into Garden Grove Sanitary District and detaching from the Midway City Sanitary District. These areas are shown as Parcels 4 A-F on the map referenced in the LAFCO staff report. The Improvement District shall continue the existing rate structure from the Midway City Sanitary District [G.C. 56844(e)].
19. The effective date of this reorganization shall be the date of recordation. In any case the effective date shall not be later than nine months after the date of the election, if required, in which a majority voted in favor of the reorganization [G.C. 56844(p) and 57202(2)].

Terms & Conditions
 Garden Grove Reorganization No. 141
 August 26, 1996

20. A pro rata share of the reserve funds/cash balance contained in the Recycling Reserve, Contingency Reserve, Automated Equipment Fund and Capital Reserve Fund of the Midway City Sanitary District, reflecting a balance not less than that contained in those accounts on May 31, 1996 plus any additional funds collected in the transferred areas for these funds, shall be placed in an escrow account and used for repair/upgrading of the Newland and Brookhurst lines or held in reserve for debt service. The pro rata share shall be determined by multiplying the applicable fund balances by the ratio of net transferred residential trash accounts to the total of such accounts in the Midway City Sanitary District. The ratio is approximately 17% and the amount to be transferred is approximately \$415,000. The final ratio and amount will be determined by LAFCO prior to the recordation date [G.C. 56884(d)].
21. The City Council of Garden Grove agrees to defend, indemnify and hold harmless LAFCO and/or its agents, officers or employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void or annul the approval of LAFCO concerning the proposal or any action relating to or arising out of such approval when such action is brought within the applicable statute of limitations [G.C. 56884(o)].
22. The Local Agency Formation Commission shall retain jurisdiction prior to issuance of the certificate of completion to hear and amend, if necessary, any term or condition that requires agreement between parties.

Appendix C-8

City of Santa Ana Agreement

AGREEMENT
FOR
JOINT USE OF SEWERAGE FACILITIES

This agreement, made and entered into this 5th day of August, 19 85, between the City of Santa Ana, a municipal corporation, hereinafter referred to as "CITY", and the Garden Grove Sanitary District of Orange County, California, a sanitary district organized under the Sanitary District Act of 1923, hereinafter referred to as "DISTRICT".

W I T N E S S E T H

WHEREAS, Orange County District Reorganization No. 66 will detach approximately 1,000 acres from the DISTRICT, of which approximately 906 acres are located within CITY; and,

WHEREAS, Reorganization No. 66 will transfer to CITY the fixed assets of the detached portion of DISTRICT that are within CITY; and

WHEREAS, said Reorganization provides for DISTRICT to retain capacity rights in certain DISTRICT sewerage facilities to be transferred to CITY which will be needed by DISTRICT to transport wastewater from remaining areas of DISTRICT to the Orange County Sanitation District facilities; and,

WHEREAS, sewers transferred to CITY will remain connected to sewers retained by DISTRICT, and CITY will need capacity rights in these sewers to transport wastewater from the detached area within CITY to downstream portions of the same sewer transferred to CITY; and,

WHEREAS, a report prepared by Boyle Engineering Corporation for the City of Santa Ana entitled "Addendum to the June 1979 Engineering Report Update on Sewerage Facilities" dated July 27, 1984 indicates that certain shared sewers

within CITY or DISTRICT will not have adequate capacity for the wastewater from the planned ultimate development of the areas within DISTRICT and CITY tributary to said certain facilities; and,

WHEREAS, because capacity rights in certain sewerage facilities will be shared by DISTRICT and CITY, it is in the best interests of DISTRICT and CITY to enter into an agreement to provide for the cost sharing of maintenance of sewers in which DISTRICT and CITY will share capacity rights and to provide for funding of the construction of future sewers within CITY or DISTRICT that may be necessary to provide sufficient capacity to transport the combined ultimate wastewater flows from portions of DISTRICT and CITY to the Orange County Sanitation District facilities; and,

NOW, THEREFORE, in consideration of the payments herein provided and the several obligations hereof, the parties agree:

1. Shared Sewers

(a) CITY hereby grants to DISTRICT and DISTRICT hereby grants to CITY capacity rights so long as capacity is available in the shared sewers, the locations of which are shown on Exhibit A attached hereto and described in Exhibit B attached hereto. DISTRICT and CITY agree to use said shared sewers only to transport wastewater from those portions of DISTRICT or CITY within the tributary area as shown on said Exhibit A. The shared sewers, or portions thereof, shall be deemed to be at capacity when the measured peak flow has a depth equal to 75% of the sewer diameter.

When either party determines by field measurements that a portion of a shared sewer is flowing at capacity, as defined herein, they shall immediately notify the other party in writing, setting forth the limits, the measured flow, and the depth of the peak flow.

Upon determination and notification that a sewer is at capacity, both parties shall immediately cease issuance of any additional sewer connection permits to any tributary sewer. The cessation of issuance of sewer connection permits shall continue in force until additional sewer capacity has been constructed as provided for herein.

(b) CITY and DISTRICT agree to maintain their respective portions of the shared sewers as shown on Exhibit A in the same manner and at the same frequency as all other sewers maintained by CITY or DISTRICT.

(c) Replacement or Repair of Shared Sewers

Both parties agree that the shared sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sewers may need to be replaced. When either party determines that a portion of a shared sewer within its jurisdiction is in need of major replacement, it shall immediately notify the other party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health problem it shall be scheduled so that both parties can arrange for financing in the next following fiscal year. Work required to abate a public health problem shall be commenced immediately.

The cost of repair or replacement of each shared line shall be apportioned to each party as set forth in Exhibit B. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair or replacement work, the initiating party shall bill the other party for their apportioned share. The other party shall promptly deposit the billed amount. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund for the difference between the actual apportioned cost and the deposit.

Any repair or replacement costing less than \$5,000.00 may be done by force account. Repairs or replacements costing in excess of \$5,000.00 shall be subject to a public bidding process.

If, within 30 days after notification, the notified party disagrees with the necessity or estimated cost or apportionment of the cost of the repair or replacement, they shall so notify the other party in writing. If the parties are unable to agree upon the need or cost of the repair or replacement, the matter may be submitted to arbitration as set forth in Section 4.

2. Future Sewers

It is anticipated that, as the tributary area to the shared sewers continues to develop, there will not be adequate capacity, as defined in Section 1, in some of the shared sewers. Exhibit C attached hereto shows the sizes and locations of parallel sewers and relief connections to Orange County Sanitation District facilities that are anticipated will be required in the future to provide capacity for ultimate planned development.

On or before October 1st of each year, each party shall determine whether the shared sewers within their jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. If it appears that adequate capacity will not be available, then the parties shall meet and determine within 60 days the size and estimated cost of a parallel relief sewer that, together with the existing sewer, will provide adequate capacity for ultimate planned development within the tributary area. Each party shall provide the estimated ultimate flows for their portion of the tributary area.

The cost of the new parallel sewer, including engineering, administration and construction shall be apportioned between the parties equal to

the ratio that each party's estimated ultimate peak flows bears to the combined ultimate peak flow.

The construction of the new line shall be scheduled to start after the next July 1st in order to permit both parties to budget the required funds.

Prior to commencing construction, the party within whose jurisdiction the new sewer will be located shall bill the other party for their apportioned share of the total cost. The other party shall promptly deposit the billed amount. Upon completion of the work, and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill or a refund for the difference between the actual apportioned cost and the deposit.

If one of the parties does not finance their apportioned share of the new parallel sewer, or relief connection, or for any other reason declines to participate, then the remaining party at their option may proceed to construct and finance a parallel sewer with capacity only for the tributary area within their jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sewer facilities with capacity for added flows from their tributary area or diverts the added flow to non-shared sewers.

3. Modifications

A pumping station in Fountain Valley now discharges sewage into the shared line in Edinger Avenue. In the event that the flow from this pumping station is discharged elsewhere, this agreement shall be modified as necessary to reflect the changed condition.

4. Arbitration

If the parties are unable to agree on the necessity, cost, or apportionment of repair or replacement of shared sewers, the matter may be submitted to arbitration before a 3-man arbitration board in the following manner:

Either party may, within 60 days after the date of the notification of the need for a repair or replacement, appoint one member of said arbitration board, giving notice thereof to the party making the first appointment to said board. The third member shall be appointed by the first two members. All members of said board shall be registered Civil Engineers in the State of California.

5. Notice

Any notice hereunder shall conclusively be deemed to have been given upon the date it is enclosed in a sealed envelope addressed to the party to whom intended at the following address:

If to the CITY:

City of Santa Ana

Chief Engineer
Utilities Agency
Attention: _____

If to the DISTRICT:

Garden Grove Sanitary District

Attention: President, Board of Directors

6. Termination

The term of this agreement shall commence upon approval and execution of this document by both parties, and shall continue for so long as is necessary to carry out the purposes of this agreement.

This agreement may be terminated or amended at any time by the consent of both parties.

EXHIBIT B

<u>Shared Sewer Location</u>	<u>Sewer Diameter</u>	<u>Located within</u>	<u>Apportionment (1)</u> <u>of Repair or Replacement Cost</u>	
			<u>District</u>	<u>City</u>
Marty - Lewis to Siemon	8"	District	0%	100%
Marty - Lewis west to City Boundary	8"	District	44%	56%
Marty - City Boundary west to Laird	8"	City	44%	56%
Marty - Siemon to Lewis	8"	District	0%	100%
Laird - Marty to Trask	10"	City	31%	69%
Trask - Laird to Fairview	10"	City	28%	72%
Cotter - Downie to Marty	8"	City	67%	33%
Marty - Cotter to Fairview	8"	City	75%	25%
Fairview - Marty to Trask	8"	City	75%	25%
Westminster - Buena to Roxey	10"	District	0%	100%
Westminster - Roxey to Clinton	12"	District	37%	63%
Westminster - Clinton to Harper	12"	City	48%	52%
Westminster - Harper to Laurel	12"	City	42%	58%
Westminster - Laurel to Enterprise	12"	City	44%	56%
Westminster - Enterprise to Nautilus	12"	City	48%	52%
Westminster - Nautilus to east of Harbor	12"	City	51%	49%
Westminster - East of Harbor to Harbor	12"	City	54%	46%
Harbor - Westminster to Century	15"	City	39%	61%
Harbor - Century to Washington	15"	City	36%	64%
Harbor - Washington to Hazard	15"	City	25%	75%

EXHIBIT B

<u>Shared Sewer Location</u>	<u>Sewer Diameter</u>	<u>Located within</u>	<u>Apportionment (1)</u> <u>of Repair or Replacement Cost</u>	
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Edinger - Harbor to 2280' east of Newhope	12"	District	35%	65%
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34

EXHIBIT B

<u>Shared Sewer Location</u>	<u>Sewer Diameter</u>	<u>Located within</u>	<u>Apportionment (1)</u> <u>of Repair or Replacement Cost</u>	
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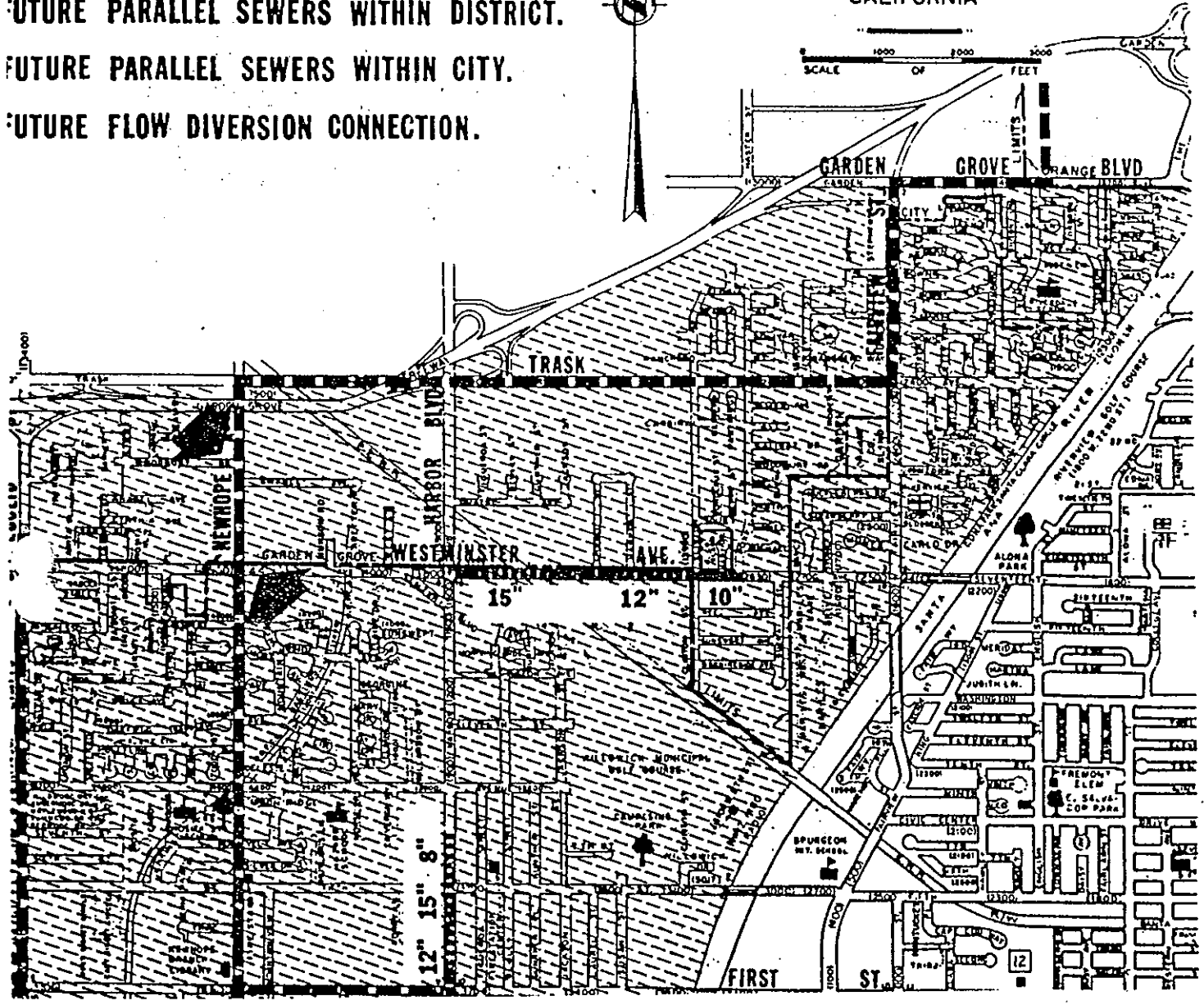
(1) Apportionment based on ultimate average flows per report prepared by Boyle Engineering Corporation for the City of Santa Ana entitled "Addendum to the June 1979 Engineering Report Update on Sewerage Facilities" dated July 27, 1984.

LEGEND

- CITY OF SANTA ANA BOUNDRY.
- BOUNDRY OF AREA TRIBUTARY TO SHARED SEWERS.
- ORANGE COUNTY SANITATION DIST. TRUNK SEWERS.
- FUTURE PARALLEL SEWERS WITHIN DISTRICT.
- FUTURE PARALLEL SEWERS WITHIN CITY.
- FUTURE FLOW DIVERSION CONNECTION.

CITY
OF
SANTA ANA

ORANGE COUNTY
CALIFORNIA



AGREEMENT
FOR
JOINT USE OF SEWERAGE FACILITIES

This agreement, made and entered into this 5th day of August, 19 85, between the City of Santa Ana, a municipal corporation, hereinafter referred to as "CITY", and the Garden Grove Sanitary District of Orange County, California, a sanitary district organized under the Sanitary District Act of 1923, hereinafter referred to as "DISTRICT".

W I T N E S S E T H

WHEREAS, Orange County District Reorganization No. 66 will detach approximately 1,000 acres from the DISTRICT, of which approximately 906 acres are located within CITY; and,

WHEREAS, Reorganization No. 66 will transfer to CITY the fixed assets of the detached portion of DISTRICT that are within CITY; and

WHEREAS, said Reorganization provides for DISTRICT to retain capacity rights in certain DISTRICT sewerage facilities to be transferred to CITY which will be needed by DISTRICT to transport wastewater from remaining areas of DISTRICT to the Orange County Sanitation District facilities; and,

WHEREAS, sewers transferred to CITY will remain connected to sewers retained by DISTRICT, and CITY will need capacity rights in these sewers to transport wastewater from the detached area within CITY to downstream portions of the same sewer transferred to CITY; and,

WHEREAS, a report prepared by Boyle Engineering Corporation for the City of Santa Ana entitled "Addendum to the June 1979 Engineering Report Update on Sewerage Facilities" dated July 27, 1984 indicates that certain shared sewers

Upon determination and notification that a sewer is at capacity, both parties shall immediately cease issuance of any additional sewer connection permits to any tributary sewer. The cessation of issuance of sewer connection permits shall continue in force until additional sewer capacity has been constructed as provided for herein.

(b) CITY and DISTRICT agree to maintain their respective portions of the shared sewers as shown on Exhibit A in the same manner and at the same frequency as all other sewers maintained by CITY or DISTRICT.

(c) Replacement or Repair of Shared Sewers

Both parties agree that the shared sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sewers may need to be replaced. When either party determines that a portion of a shared sewer within its jurisdiction is in need of major replacement, it shall immediately notify the other party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health problem it shall be scheduled so that both parties can arrange for financing in the next following fiscal year. Work required to abate a public health problem shall be commenced immediately.

The cost of repair or replacement of each shared line shall be apportioned to each party as set forth in Exhibit B. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair or replacement work, the initiating party shall bill the other party for their apportioned share. The other party shall promptly deposit the billed amount. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund for the difference between the actual apportioned cost and the deposit.

the ratio that each party's estimated ultimate peak flows bears to the combined ultimate peak flow.

The construction of the new line shall be scheduled to start after the next July 1st in order to permit both parties to budget the required funds.

Prior to commencing construction, the party within whose jurisdiction the new sewer will be located shall bill the other party for their apportioned share of the total cost. The other party shall promptly deposit the billed amount. Upon completion of the work, and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill or a refund for the difference between the actual apportioned cost and the deposit.

If one of the parties does not finance their apportioned share of the new parallel sewer, or relief connection, or for any other reason declines to participate, then the remaining party at their option may proceed to construct and finance a parallel sewer with capacity only for the tributary area within their jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sewer facilities with capacity for added flows from their tributary area or diverts the added flow to non-shared sewers.


3. Modifications

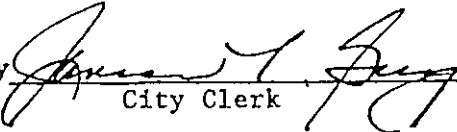
A pumping station in Fountain Valley now discharges sewage into the shared line in Edinger Avenue. In the event that the flow from this pumping station is discharged elsewhere, this agreement shall be modified as necessary to reflect the changed condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the date first above written.

CITY OF SANTA ANA,
A Municipal Corporation

ATTEST:

By 
Mayor

By 
City Clerk

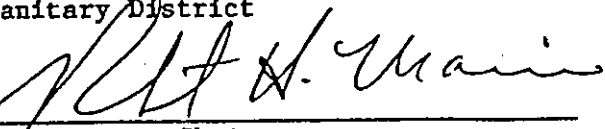
APPROVED AS TO FORM:

By 
City Attorney

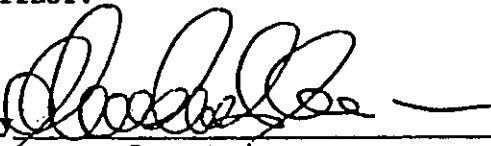
APPROVED AS TO CONTENT:

By 
City Manager

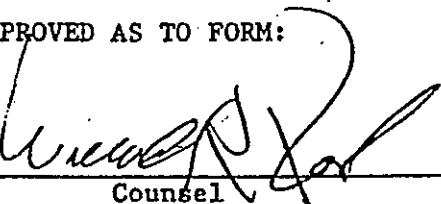
GARDEN GROVE SANITARY DISTRICT,
a Sanitary District

By 
Chairman

ATTEST:






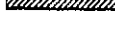
By 
Secretary

APPROVED AS TO FORM:

By 
Counsel

LEGEND

EXHIBIT 'A'

-  CITY OF SANTA ANA BOUNDRY.
-  BOUNDRY OF AREA TRIBUTARY TO SHARED SEWERS.
-  ORANGE COUNTY SANITATION DIST. TRUNK SEWERS.
-  BOUNDRY OF AREA WITHIN CITY DETACHED FROM GARDEN GROVE SANITARY DISTRICT.
-  SHARED SEWERS & DIAMETER TO BE MAINTAINED BY CITY.
-  SHARED SEWERS & DIAMETER TO BE MAINTAINED BY DISTRICT.

CITY
OF
SANTA ANA
ORANGE COUNTY
CALIFORNIA

SCALE OF 1000 FEET

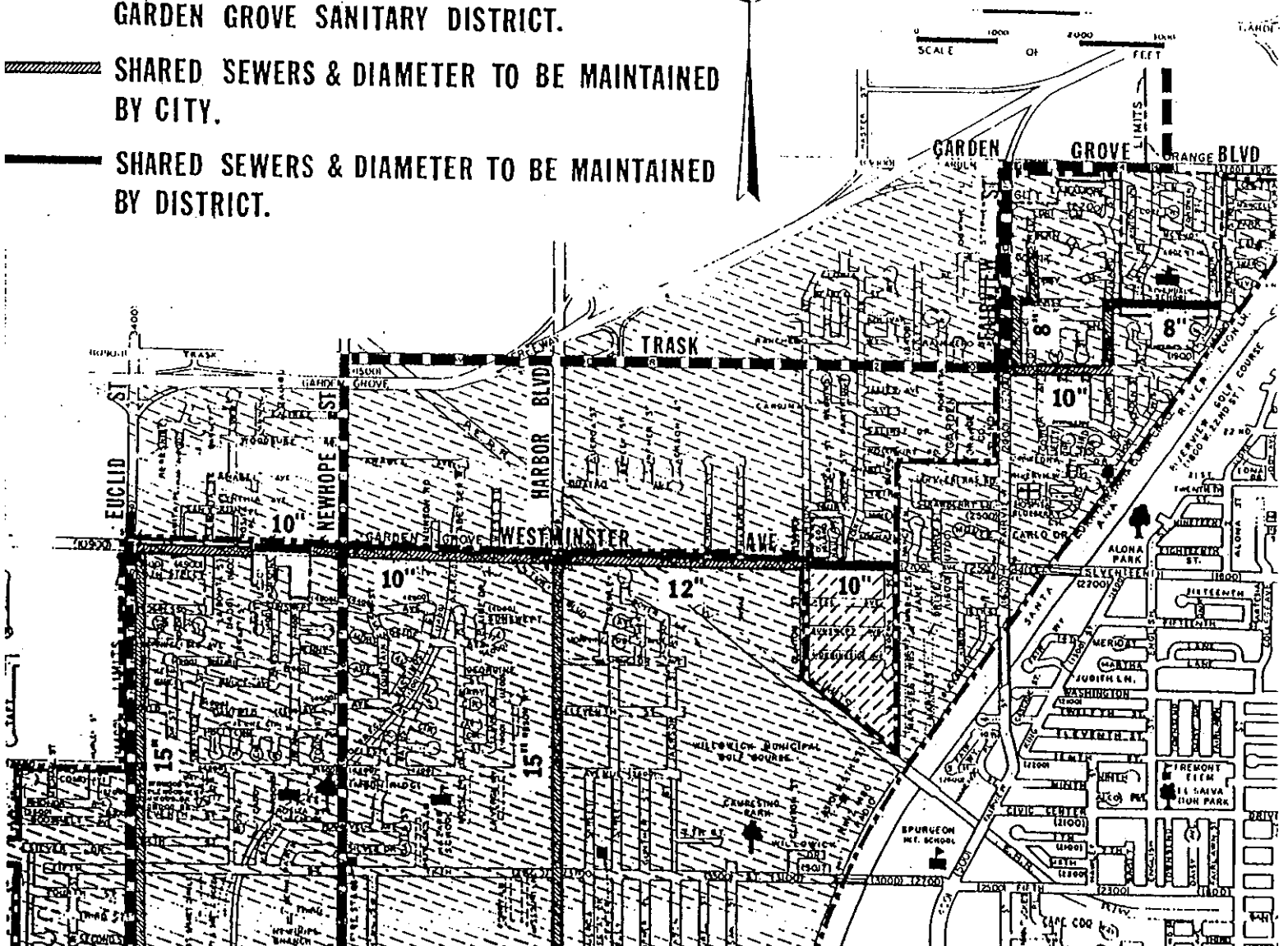


EXHIBIT B

<u>Shared Sewer Location</u>	<u>Sewer Diameter</u>	<u>Located within</u>	<u>Apportionment (1)</u> <u>of Repair or Replacement Cost</u>	
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(1) Apportionment based on ultimate average flows per report prepared by Boyle Engineering Corporation for the City of Santa Ana entitled "Addendum to the June 1979 Engineering Report Update on Sewerage Facilities" dated July 27, 1984.

AGREEMENT
FOR
JOINT USE OF SEWERAGE FACILITIES

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W I T N E S S E T H

WHEREAS, Orange County District Reorganization No. 66 will detach approximately 1,000 acres from the DISTRICT, of which approximately 906 acres are located within CITY; and,

WHEREAS, Reorganization No. 66 will transfer to CITY the fixed assets of the detached portion of DISTRICT that are within CITY; and

WHEREAS, said Reorganization provides for DISTRICT to retain capacity rights in certain DISTRICT sewerage facilities to be transferred to CITY which will be needed by DISTRICT to transport wastewater from remaining areas of DISTRICT to the Orange County Sanitation District facilities; and,

WHEREAS, sewers transferred to CITY will remain connected to sewers retained by DISTRICT, and CITY will need capacity rights in these sewers to transport wastewater from the detached area within CITY to downstream portions of the same sewer transferred to CITY; and,

WHEREAS, a report prepared by Boyle Engineering Corporation for the City of Santa Ana entitled "Addendum to the June 1979 Engineering Report Update on Sewerage Facilities" dated July 27, 1984 indicates that certain shared sewers

within CITY or DISTRICT will not have adequate capacity for the wastewater from the planned ultimate development of the areas within DISTRICT and CITY tributary to said certain facilities; and,

WHEREAS, because capacity rights in certain sewerage facilities will be shared by DISTRICT and CITY, it is in the best interests of DISTRICT and CITY to enter into an agreement to provide for the cost sharing of maintenance of sewers in which DISTRICT and CITY will share capacity rights and to provide for funding of the construction of future sewers within CITY or DISTRICT that may be necessary to provide sufficient capacity to transport the combined ultimate wastewater flows from portions of DISTRICT and CITY to the Orange County Sanitation District facilities; and,

NOW, THEREFORE, in consideration of the payments herein provided and the several obligations hereof, the parties agree:

1. Shared Sewers

(a) CITY hereby grants to DISTRICT and DISTRICT hereby grants to CITY capacity rights so long as capacity is available in the shared sewers, the locations of which are shown on Exhibit A attached hereto and described in Exhibit B attached hereto. DISTRICT and CITY agree to use said shared sewers only to transport wastewater from those portions of DISTRICT or CITY within the tributary area as shown on said Exhibit A. The shared sewers, or portions thereof, shall be deemed to be at capacity when the measured peak flow has a depth equal to 75% of the sewer diameter.

When either party determines by field measurements that a portion of a shared sewer is flowing at capacity, as defined herein, they shall immediately notify the other party in writing, setting forth the limits, the measured flow, and the depth of the peak flow.

Upon determination and notification that a sewer is at capacity, both parties shall immediately cease issuance of any additional sewer connection permits to any tributary sewer. The cessation of issuance of sewer connection permits shall continue in force until additional sewer capacity has been constructed as provided for herein.

(b) CITY and DISTRICT agree to maintain their respective portions of the shared sewers as shown on Exhibit A in the same manner and at the same frequency as all other sewers maintained by CITY or DISTRICT.

(c) Replacement or Repair of Shared Sewers

Both parties agree that the shared sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sewers may need to be replaced. When either party determines that a portion of a shared sewer within its jurisdiction is in need of major replacement, it shall immediately notify the other party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health problem it shall be scheduled so that both parties can arrange for financing in the next following fiscal year. Work required to abate a public health problem shall be commenced immediately.

The cost of repair or replacement of each shared line shall be apportioned to each party as set forth in Exhibit B. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair or replacement work, the initiating party shall bill the other party for their apportioned share. The other party shall promptly deposit the billed amount. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund for the difference between the actual apportioned cost and the deposit.

Any repair or replacement costing less than \$5,000.00 may be done by force account. Repairs or replacements costing in excess of \$5,000.00 shall be subject to a public bidding process.

If, within 30 days after notification, the notified party disagrees with the necessity or estimated cost or apportionment of the cost of the repair or replacement, they shall so notify the other party in writing. If the parties are unable to agree upon the need or cost of the repair or replacement, the matter may be submitted to arbitration as set forth in Section 4.

2. Future Sewers

It is anticipated that, as the tributary area to the shared sewers continues to develop, there will not be adequate capacity, as defined in Section 1, in some of the shared sewers. Exhibit C attached hereto shows the sizes and locations of parallel sewers and relief connections to Orange County Sanitation District facilities that are anticipated will be required in the future to provide capacity for ultimate planned development.

On or before October 1st of each year, each party shall determine whether the shared sewers within their jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. If it appears that adequate capacity will not be available, then the parties shall meet and determine within 60 days the size and estimated cost of a parallel relief sewer that, together with the existing sewer, will provide adequate capacity for ultimate planned development within the tributary area. Each party shall provide the estimated ultimate flows for their portion of the tributary area.

The cost of the new parallel sewer, including engineering, administration and construction shall be apportioned between the parties equal to

the ratio that each party's estimated ultimate peak flows bears to the combined ultimate peak flow.

The construction of the new line shall be scheduled to start after the next July 1st in order to permit both parties to budget the required funds.

Prior to commencing construction, the party within whose jurisdiction the new sewer will be located shall bill the other party for their apportioned share of the total cost. The other party shall promptly deposit the billed amount. Upon completion of the work, and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill or a refund for the difference between the actual apportioned cost and the deposit.

If one of the parties does not finance their apportioned share of the new parallel sewer, or relief connection, or for any other reason declines to participate, then the remaining party at their option may proceed to construct and finance a parallel sewer with capacity only for the tributary area within their jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sewer facilities with capacity for added flows from their tributary area or diverts the added flow to non-shared sewers.

3. Modifications

A pumping station in Fountain Valley now discharges sewage into the shared line in Edinger Avenue. In the event that the flow from this pumping station is discharged elsewhere, this agreement shall be modified as necessary to reflect the changed condition.

4. Arbitration

If the parties are unable to agree on the necessity, cost, or apportionment of repair or replacement of shared sewers, the matter may be submitted to arbitration before a 3-man arbitration board in the following manner:

Either party may, within 60 days after the date of the notification of the need for a repair or replacement, appoint one member of said arbitration board, giving notice thereof to the party making the first appointment to said board. The third member shall be appointed by the first two members. All members of said board shall be registered Civil Engineers in the State of California.

5. Notice

Any notice hereunder shall conclusively be deemed to have been given upon the date it is enclosed in a sealed envelope addressed to the party to whom intended at the following address:

If to the CITY:

City of Santa Ana

Chief Engineer
Attention: Utilities Agency

If to the DISTRICT:

Garden Grove Sanitary District

Attention: President, Board of Directors

6. Termination


The term of this agreement shall commence upon approval and execution of this document by both parties, and shall continue for so long as is necessary to carry out the purposes of this agreement.

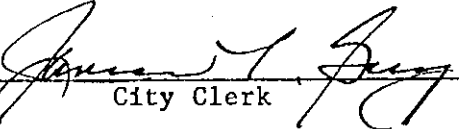
This agreement may be terminated or amended at any time by the consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the date first above written.


CITY OF SANTA ANA,
A Municipal Corporation

ATTEST:


By 
Mayor

By 
City Clerk

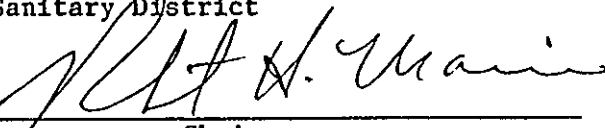
APPROVED AS TO FORM:

By 
City Attorney

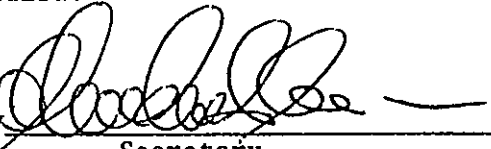
APPROVED AS TO CONTENT:

By 
City Manager

GARDEN GROVE SANITARY DISTRICT,
a Sanitary District

By 
Chairman

ATTEST:

By 
Secretary

APPROVED AS TO FORM:

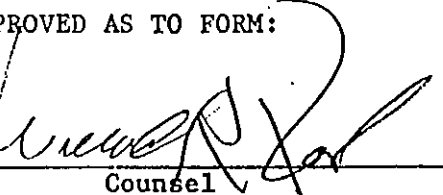
By 
Counsel

EXHIBIT B

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EXHIBIT B

<u>Shared Sewer Location</u>	<u>Sewer Diameter</u>	<u>Located within</u>	<u>Apportionment⁽¹⁾ of Repair or Replacement Cost</u>	
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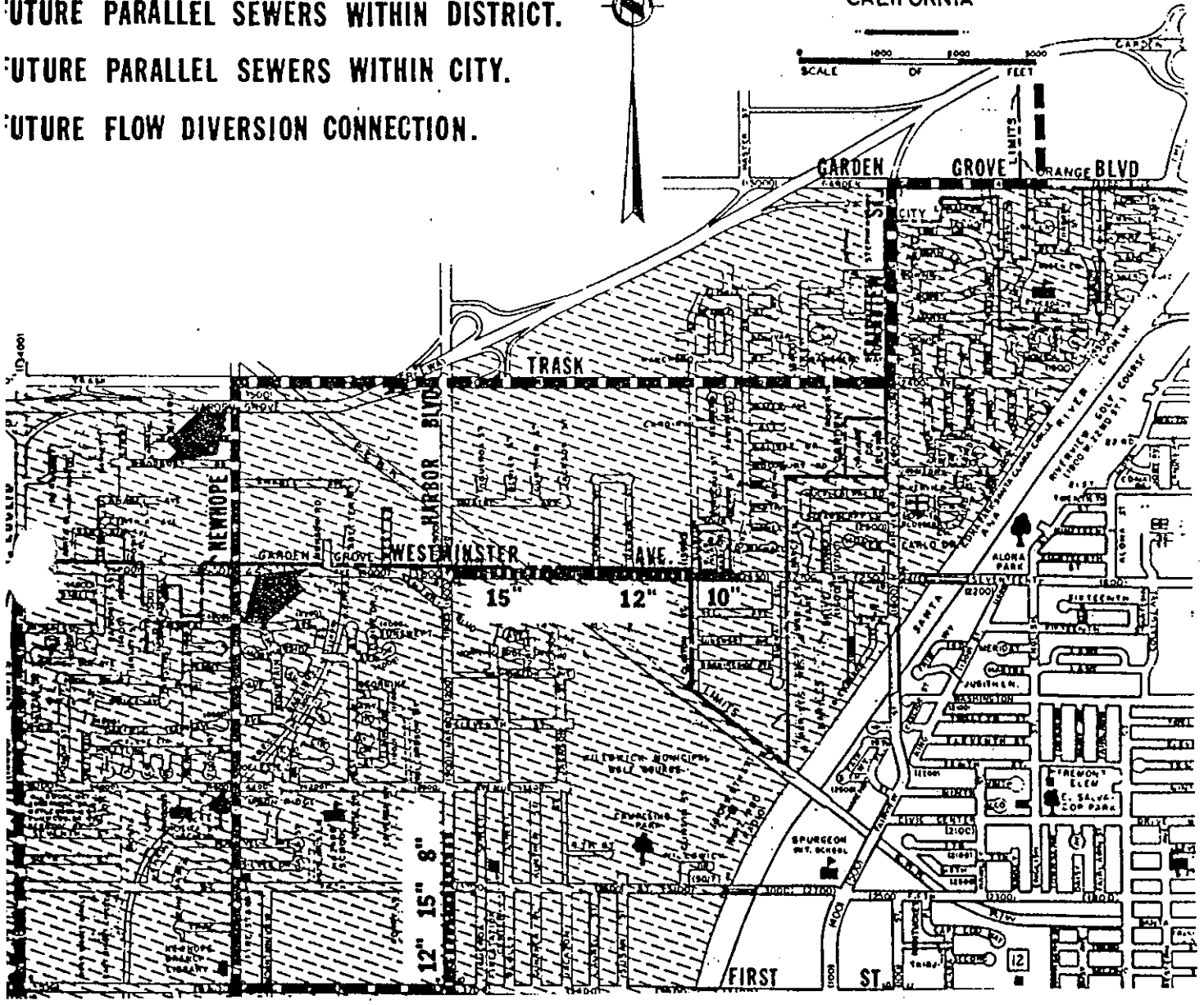
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LEGEND

- CITY OF SANTA ANA BOUNDRY.
- DRY OF AREA TRIBUTARY TO SHARED SEWERS.
- ORANGE COUNTY SANITATION DIST. TRUNK SEWERS.
- FUTURE PARALLEL SEWERS WITHIN DISTRICT.
- FUTURE PARALLEL SEWERS WITHIN CITY.
- FUTURE FLOW DIVERSION CONNECTION.

CITY OF SANTA ANA

ORANGE COUNTY CALIFORNIA



AGREEMENT

This Agreement is entered into this 12th day of January, 1988, by and between the CITY OF STANTON, hereinafter referred to as "City", a municipal corporation and GARDEN GROVE SANITARY DISTRICT, hereinafter referred to as "GGSD", a special district of the State of California.

R E C I T A L S

WHEREAS, the boundaries of the territory of the STANTON COUNTY WATER DISTRICT ("SCWD") include territory in the City of Stanton, the city of Garden Grove and a small portion of County of Orange territory along Knott Avenue, hereinafter referred to as the "KNOTT area"); and

WHEREAS, The City of Stanton is in the process of detaching all of the territory of the STANTON COUNTY WATER DISTRICT located within the boundaries of the CITY OF STANTON and all of the territory of the GGSD lying within the boundaries of the CITY OF STANTON; and

WHEREAS, said detachment will eliminate virtually all of the territory served by the SCWD except for an area of approximately 99 acres located in the CITY OF GARDEN GROVE lying south of Katella Avenue and east of Dale Avenue as shown on the Map attached hereto marked "Exhibit A" ("the 99 acres"); and

WHEREAS, it is not feasible for SCWD to remain in existence for the purpose of serving such a small area, and

WHEREAS, it is not feasible for the CITY OF STANTON to serve the 99 acre area, and

WHEREAS, GGSD has commenced proceedings to annex the 99 acres into its district boundaries on the basis that the CITY OF STANTON will compensate the GGSD as provided herein; and

WHEREAS, GGSD did commence said annexation in reliance upon said compensation agreement; and

WHEREAS, the reason for the CITY'S agreement to compensate GGSD is that there are no tax revenues flowing from the 99 acre area to support the services to be rendered and GGSD cannot afford to undertake the maintenance and service obligation without additional funds; and

WHEREAS, it would be unreasonable burden upon GGSD to undertake to service said territory without adequate revenues to pay for service.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The obligations and responsibilities of this agreement shall become effective only if the CITY OF STANTON's detachment proceeding is successfully concluded and only if the GARDEN GROVE SANITARY DISTRICT annexation of territory is also successfully concluded.

2. Upon successful completion thereof, the parties agree to proceed as follows:

a. The CITY shall clean or arrange for the cleaning of all of the lines within the 99 ACRES within three months prior to the date of commencement of service by GGSD.

b. The parties shall cooperate to complete the transfer of assets from SCWD to CITY and to GGSD in a manner such that GGSD shall receive four and two-thirds percent (4-2/3%) of the

total assets of the SCWD.

c. At such time as the assets of SCWD are transferred to CITY and to GGSD, CITY shall also either transfer the sum of \$35,000.00 in cash to GGSD or commence payment of the sum of \$428.50 per month on the first day of each and every month for a term of 120 consecutive months.

d. All manholes in the 99 Acre area shall be brought up to grade or payment of a sum sufficient to cause the same to be done shall be made by CITY to SCWD.

3. Immediately after execution of this agreement the parties shall complete discussions and negotiations and prepare an agreement with respect to sewer capacity rights in the lines currently under the jurisdiction of each party.

CITY OF STANTON

BY *Marcus Weiskaupt*
MAYOR

GARDEN GROVE SANITARY DIST.

By *A. J. Main*
PRESIDENT

By *[Signature]*
SECRETARY

ATTEST:

[Signature]
CITY CLERK

Block 5947
Map(s) 74, 75,
83, 84, 85,
93, 94, 95

EXHIBIT A

LEGAL DESCRIPTION
REORGANIZATION 101
GARDEN GROVE SANITARY DISTRICT
(Detachment of territory from the Stanton County Water District and
Annexation of same to the Garden Grove Sanitary District)

That portion of the Northeast Quarter of Section 25, Township 4 South, Range II West, as shown on a map recorded in Book 51, Page II of Miscellaneous Maps, Records of the County of Orange, State of California, in the City of Garden Grove, of said county, more particularly described as follows:

Beginning at a point in the existing boundary line of the Garden Grove Sanitary District as established by "Engineers No. 656-59", said point being the Southwest corner of said "Engineers No. 656-59", said point also being the intersection of the centerline of Orangewood Avenue with the centerline of Magnolia Street, as shown on a map of Tract No. 3342, recorded in Book 113, pages 15 and 16, of Miscellaneous Maps, in the office of the County Recorder, of said County and State;

Thence leaving said existing boundary line, North $89^{\circ}55'50''$ West along said centerline of Orangewood Avenue, also being the boundary line of the Stanton County Water district a distance of 308.83 feet to the Northeasterly line of the Pacific Electric Railway Right of Way (100.00 feet wide) as shown on said map of Tract No. 3342;

Thence North $53^{\circ}18'20''$ West along said Northeasterly line and along said boundary line a distance of 2998.88 feet to the Westerly right-of way line of Dale Street, also being the boundary line of the City of Garden Grove, as established by Northwest Annexation No. 1 to the City of Garden Grove.

Thence North $00^{\circ}32'15''$ West along said boundary line of the City of Garden Grove a distance of 919.17 to the Northerly right-of-way line of Katella Avenue, also being the Northerly boundary line of the City of Garden Grove.

Thence North $89^{\circ}14'45''$ East along said boundary line a distance of 1329.28 feet to a point in said existing boundary line of the Garden Grove Sanitary District, as established by "Engineers No. 244", said point being in the Westerly line of said "Engineers No. 244";

Thence South $00^{\circ}12'02''$ West along said existing boundary line a distance of 40.00 feet to the Southwest Corner of said Engineers No. 244

Thence North $89^{\circ}14'45''$ East along said existing boundary line and said centerline of Katella Avenue a distance of 246.00 feet to an angle point in said existing boundary line;

Block .5947
Module 74, 75
83, 84, 85
93, 94, 95

EXHIBIT A

LEGAL DESCRIPTION
REORGANIZATION 101
GARDEN GROVE SANITARY DISTRICT
(Detachment of Territory from Stanton County Water District and
Annexation of same to Garden Grove Sanitary District)

Thence leaving said existing boundary line North 89° 14' 45" East along said centerline of Katella Avenue a distance of 98.86 feet to a point in said existing boundary line as established by said "Engineers No. 244", said point being distant North 89° 14' 45" East 344.86 feet from the Southwest corner of said "Engineers No. 244";

Thence continuing along said existing boundary line as established by said "Engineer's No. 244", "Engineers No. 790" and Engineers No. 969-62" the following courses:

North 89° 14' 45" East a distance of 491.98 feet to the Southeast corner of said "Engineers No. 790";

South 00° 46' 50" West a distance of 330.00 feet to the Southwest corner of said "Engineers No. 969-62";

Thence leaving said existing boundary line, continuing South 00° 46' 50" West along said Stanton County Water District boundary a distance of 170.00 feet;

Thence North 89° 14' 45" East along said boundary a distance of 234.46 feet to an angle point in said existing boundary line of the Garden Grove Sanitary District as established by "Engineers No. 1062-63", said point being the Northwest corner of said "Engineers No. 1062-63";

Thence along said existing boundary line as established by said "Engineers No. 1062-63", "Engineers No. 210", "Engineers No. 394" and "Engineers No. 294" the following courses:

South 00° 46' 50" East a distance of 174.00 feet;

North 89° 24' 16" East a distance of 279.94 feet;

South 00° 46' 50" East a distance of 270.78 feet;

South 89° 33' 46" West a distance of 540.00 feet;

South 00° 46' 50" East a distance of 764.00 feet;

North 89° 33' 46" East a distance of 540.01 feet;

South 00° 46' 50" East a distance of 210.78 feet to an angle point in said existing boundary line, said point being distant South 00° 46' 50" East 434.16 feet from the Northwest corner of said "Engineers No. 294";

EXHIBIT A

LEGAL DESCRIPTION
REORGANIZATION 101
GARDEN GROVE SANITARY DISTRICT

(Detachment of territory from the Stanton County Water District and
Annexation of same to the Garden Grove Sanitary District)

Thence leaving said existing boundary line, continuing South
00°46'50" East along the centerline of Magnolia Street a distance
of 100.00 feet to a point in said existing boundary line as
established by "Engineers No. 1197-65", said point being the
Northwest corner of said "Engineers No. 1197-65";

Thence continuing South 00°46'50" East along said existing
boundary line as established by said "Engineers No. 1197-65",
"Engineers No. 965-62" and "Engineers No. 656-59" a distance of
635.00 feet to the Point of Beginning.

The above described land contains 99.85 acres, more or less and is
contiguous to the existing Garden Grove Sanitary District
boundary.

All as more particularly shown on a map designated as "Exhibit B",
attached hereto and by reference made a part hereof.

Prepared by:

BSI CONSULTANTS, INC.

J. Thomas Baine

J. Thomas Baine, RCE 15795



This proposal does meet the approval
of the Orange County Surveyors Office
C.R. Nelson, County Surveyor

By: *[Signature]*
Deputy County Surveyor

Date: AUGUST 13, 1987